

NOTICE OF POSTING: NOTICE OF A PUBLIC HEARING TO AFFORD ALL INTERESTED PARTIES AN OPPORTUNITY TO BE HEARD CONCERNING THE APPLICATION OF VERIZON NEW YORK, INC. FOR AN INITIAL CABLE TELEVISION FRANCHISE.

# EXHIBIT

3-A-07 3/12/07

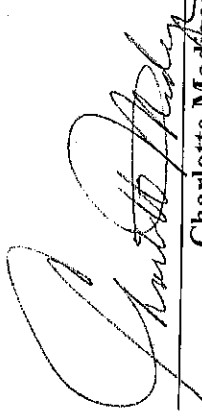
STATE OF NEW YORK                    }  
COUNTY OF ROCKLAND                }  
TOWN OF ORANGETOWN                 }                    SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected, Qualified and acting Town Clerk of the **TOWN of ORANGETOWN**, in the County of Rockland, State of New York.

That, on the 26th day of February 2007, she caused to be conspicuously posted and fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in the following places, at least one of which is a public place within the **TOWN of ORANGETOWN**, New York.

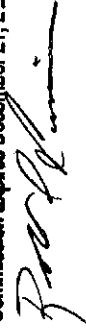
1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
 Charlotte Madigan  
 Town Clerk

Subscribed and sworn to before me

This 26th day of February, 2007

**ROBERT R. SIMON**  
 Notary Public, State of New York  
 No. 0185005857  
 Residing in Rockland County  
 Commission Expires December 21, 2006



**NOTICE OF PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a Public Hearing will be held by the Town Board of the Town of Orangetown, at the Orangetown Town Hall, 26 Orangeburg Road, New York 10962, on the 12<sup>th</sup> day of March, 2007 at 8:00 PM to afford all interested parties an opportunity to be heard concerning the application of Verizon New York, Inc. for an initial cable television franchise.

A copy of the aforesaid application is available for public inspection during the normal business hours at the Office of the Town Clerk of the Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962.

By order of the Town Board of the Town of Orangetown.

Dated: February 20, 2007

CHARLOTTE MADIGAN  
Town Clerk

TERESA M. KENNY, ESQ.  
Town Attorney  
Town of Orangetown

# AFFIDAVIT OF PUBLICATION from The Journal News

LINDA PARELLI

being duly sworn say \_\_\_\_\_ the principal clerk of The Journal News, a newspaper published in the County of Westchester of New York, and the notice of which the annexed is a printed copy, was published in \_\_\_\_\_ area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone(s) that published. (See Legend below)

JN 03/02/07

Signed *Linda Parelli*  
Sworn to before me

This 6<sup>th</sup> day of March 2007

*Robert A. Miazga*

Notary Public Westchester County

ROBERT A. MIAZGA  
Notary Public, State of New York  
No. 011M6150442  
Qualified in Westchester County  
Term Expires July 24, 2010

## NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a Public Hearing will be held by the Town Board of the Town of Orangetown, at the Orangetown Town Hall, 26 Orangeburg Road, New York 10962, on the 21<sup>st</sup> day of March, 2007 at 8:05 PM to afford all interested parties an opportunity to be heard concerning the application of Verizon New York, Inc. for an initial cable television franchise.

A copy of the aforesaid application is available for public inspection during normal business hours at the Office of the Town Clerk of the Town of Orangetown, 26 Orangeburg Road, Orangetown, New York 10962.

By order of the Town Board of the Town of Orangetown:

Dated: February 27, 2007

CHARLOTTE MADIGAN  
Town Clerk

TERESA M. KENNY, ESC.  
Town Attorney  
Town of Orangetown

### Legend:

#### Northern Area (AN):

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Crompond, Cross River, Croton Falls, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mohegan Lake, Montrose, Mount Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, South Salem, Verplanck, Waccabuc, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mahopac Falls, Putnam Valley, Patterson

#### Central Area (AC):

Ardley, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Larchmont, Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla, White Plains, Greenburgh

#### Southern Area (AS):

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

#### Rockland Area (JN or RK):

Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona

#### Patent Trader (PT):

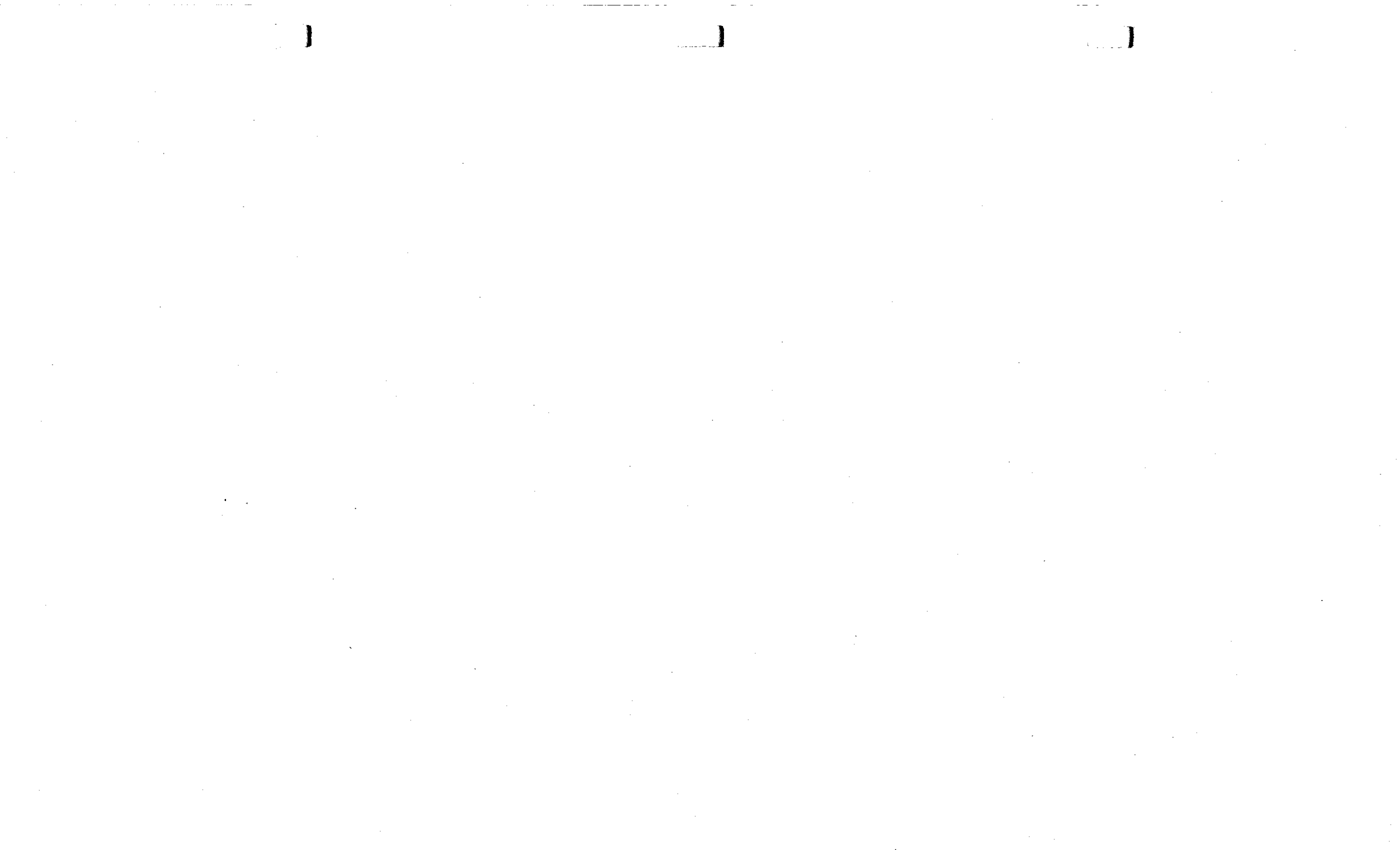
Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff, Chappaqua, Cortlandt Manor, Cross River, Croton Falls, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Pleasantville, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown Heights

#### Review Press (BW):

Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02179103

Account Number - 058523006





INTERMUNICIPAL AGREEMENT

The Town of Orangetown, a municipal corporation (hereinafter the "Town") and the Village of Upper Nyack, a municipal corporation (hereinafter the "Village"), hereby enter into this inter-municipal agreement regarding sanitary sewer service to be provided by the Town to properties within the Village.

All references herein to the Town shall also be deemed, as appropriate, references to the Town of Orangetown Sewer District, which was formed within the Town, on or about October 24, 2005, pursuant to Article 12A of the Town Law, and, as appropriate, references to all properties within the borders of the Town of Orangetown. All references herein to the Village shall also be deemed, as appropriate, references to all properties within the borders of the Village of Upper Nyack.

**BACKGROUND**

WHEREAS, the Village is entirely outside the Town, lying entirely within the Town of Clarkstown;

WHEREAS, the Town has provided, and continues to provide, sanitary sewer service to the Village pursuant to an Inter-municipal agreement entered into on April 27, 1970 between the Town and the Village; said agreement, along with amendments from time to time, is still binding on the parties as of the drafting of this agreement. Pursuant to this agreement, the Town provides sanitary sewer service to the Village in exchange for monies paid by the Village, said monies raised by the Village through local taxes on its properties;

WHEREAS, the Town and the Village understand that, pursuant to State legislation and decisional law, said contract is unenforceable 40 years hence its

execution, and that this 40 year period will conclude in the near future, on or about April 27, 2010;

WHEREAS, the Town and the Village acknowledge that in order to maintain public health, safety, and welfare for both the Town and the Village, which are contiguous, the Town shall continue to provide sanitary sewer service to the Village, in exchange for compensation for same;

WHEREAS, the Town has, on or about October 24, 2005, created the Town of Orangetown Sewer District, pursuant to Article 12A of the Town Law, for the purpose of providing a legal mechanism upon which it can continue to provide sanitary sewer service to the four (4) incorporated villages within the Town, as well as the unincorporated areas, and to charge properties a rate that more closely approximates usage;

WHEREAS, the Village currently desires to be a part of the Town of Orangetown Sewer District, but it is the current opinion of the Town that the Town, and in particular the Town Board, lacks authority to include within the Town of Orangetown Sewer District any properties outside the municipal borders of the Town; thus, the Village was not included in the Town of Orangetown Sewer District, and there are no plans for inclusion in the near future;

WHEREAS, the Town and the Village currently desire an agreement that would position the parties rights and responsibilities in a manner which closely resembles that which would be the case had the Village been made a part of the Town of Orangetown Sewer District;

IT IS HEREBY AGREED between the Town and the Village all of the following

1) This agreement becomes effective upon the occurrence of all of the following:

a) adoption by resolution of the Town Board of the Town of Orangetown; b) signature by person or persons designated by the Town Board; c) adoption by resolution of the Village Board of Trustees of the Village of Upper Nyack; d) signature by person or persons designated by the Board of Trustees of the Village of Upper Nyack. The effective period of this agreement shall be forty (40) years, commencing upon the latter of the four (4) occurrences referred to above.

2) This agreement will become null and void if the State of New York, or any other entity lawfully entitled to do so, passes legislation or creates law permitting the Village, and all of its properties, to become part of, and to be included within, the Town of Orangetown Sewer District, and if the Town and the Village act in such fashion as to formally include the Village, and all of its properties, within the Town of Orangetown Sewer District. Upon the occurrence of such events, all properties within the Village will be part of the Town of Orangetown Sewer District, and will therefore have all of the rights and responsibilities of other similarly situated properties already contained in the Town of Orangetown Sewer District, and those properties will be governed with regard to sanitary sewer service pursuant to then existing law, including the Town Code for the Town of Orangetown, as it concerns sanitary sewer service. Nothing herein requires the Town or the Village to act in such fashion as to formally include the Village, and all of its properties, within the Town of Orangetown Sewer District, if either the Town or Village, or both, do not desire this result, notwithstanding any action on the part of the State of New York, or any other entity lawfully entitled to do so, authorizing such a result.

3) The Village agrees to pay to the Town, on an annual basis, a sum of money equal to what would be paid, in total, by all of the real property in the Village had the Village been made a part of, and included in, the Town of Orangetown Sewer District. Properties within the District pay for sewer service via a combination of Sewer Rents and Special Ad Valorem Levies. The Sewer Rent will be calculated by the Town in accordance with Chapter 31 of the Town Code for the Town of Orangetown, and any other area of law that controls same. Chapter 31 of the Town Code for the Town of Orangetown, as amended on or about November 28, 2005, charges real property based on a unit charge system that is more fully set forth in said Chapter of the Town Code. The Special Ad Valorem levy will be calculated by the Town by multiplying assessed valuation by the rate set by the Town, in accordance with said Chapter of the Town Code. If there is conflict between this paragraph and applicable Sections of the Town Code, the Town Code shall govern. If the Town Code is amended from time to time, this agreement will be bound by the newly enacted or amended language relevant hereto.

4) Since the Village lies outside the Town, the Town will compute the Special Ad Valorem levy portion of the amount due by the Village by using the Village assessment roll and the Village equalization rate. Thus, the Village must provide to the Town, annually on or before the 30<sup>th</sup> of November, its full assessment roll and equalization rate for the upcoming tax year so that the Town can use this information to compute the Special Ad Valorem levy portion of the amount to be paid by the Village. If the Village ceases to keep an assessment roll and/or an equalization rate, the Town will use the assessment roll and/or equalization rate applied to properties within the Village by the

Town of Clarkstown, and it will be the obligation of the Village to obtain this information from the Town of Clarkstown and provide it to the Town by the date noted above.

5) The Village is obligated to fully cooperate with the Town, the Rockland County Solid Waste Management Authority, and all other pertinent governmental or private entities with regard to the acquisition of data necessary for the Town to determine the amount of units to be applied to each and every property within the Village, as per Chapter 31 of the Town Code. This cooperation includes audits that may be conducted from time to time by the Rockland County Solid Waste Management Authority, the Town, the Village, or any successor entity. The Village must, for each year, provide to the Town data concerning the amount of units that is applied to each property within the Village, and must do so at a time that permits the Town to fulfill its obligations as per this contract.

6) If, from time to time, the Town changes, or is forced to change via hereinafter enacted law or judicial or administrative interpretation, the method or manner in which it computes and calculates charges, rents, taxes or levies for sewer service within the district, these new and/or different charges, rents, taxes or levies shall also be used to compute and calculate same for the Village, such that the Village will continue to be obligated to pay to the Town a sum of money equal to what would be paid, in total, by all of the real property in the Village had the Village been made a part of, and included in, the Town of Orangetown Sewer District.

7) The Town will compute the total amount due by the Village and provide the Village with a bill noting same on or before the 31<sup>st</sup> of December of each year. This bill will note the amount due for the following year. Said bill can be amended by the Town

on or before the 31<sup>st</sup> of March of the following year. This amount due must be paid by the Village to the Town, in total, on or before the 31<sup>st</sup> of July of that year.

8) In addition to all of the above, the Village agrees to pay to the Town, annual capital payments for its share of the Town's capital improvements for expanding and upgrading the Upper Nyack Pump Station (located on or near Gedney Street), estimated at 50% of costs, subject to verification of the actual number of units connected from the Village and the Village of Nyack. The Town's capital improvement costs in expanding and upgrading the Upper Nyack Pump Station shall include principal and interest payments on debt used to finance such expansion and upgrading, as well as any legal and administrative costs associated with the bonding for same. Such annual payment shall be due on or before July 31<sup>st</sup> of each year. If the Village tenders any payment after the agreed upon due date, the Village shall be obligated to reimburse the Town for any costs incurred by the Town as a result of the late payment. The Village's first payment may be estimated by the Town, with an adjustment made as to later payments. The Village will be obligated to pay each and every annual payment until the Town's loan is paid off, even if the agreement is obviated by any of the events set forth in paragraphs 21 and/or 22 or elsewhere in this contract.

9) As to existing sewer lines and facilities lying within the boundaries of the Village, and as to sewer lines and facilities that may be created in the future within the Village, ownership of such facilities will remain with the Village, to the extent that the Village does now, or will in the future, own same. The Town will be obligated to maintain such sewer lines and/or facilities in order to continue safe and effective transmittal of sewage. For purposes of the agreement, maintain shall mean cleaning and

inspecting of same. The Village shall be responsible for all utility costs, repairs and upgrades. Such obligation is not intended to override or change the rights and obligations regarding new hook-ups and other similar issues set forth in the Town Code for the Town of Orangetown.

10) The Town will not be responsible to maintain any and all new or repaired sewer lines and facilities to be created or altered in the future that are not built, created, or repaired to standards that the Town approves of. This same paragraph applies with equal force to repairs and modifications of current sewer lines and facilities.

11) The Village shall be entitled to discharge all of its sewerage out of the boundaries of the Village via sewer lines and facilities within the Village so that it can be continuously transported via the Town's sewer lines and facilities to the Town's treatment plant where it will be processed, treated, and disposed of in accordance with law.

12) The Town represents to the Village that it currently has sufficient capacity to handle the sewerage flow from the Village as well as all sewerage flow from all areas of the Town, and that this will remain true for the foreseeable future, allowing for growth under current zoning.

13) The Village will enforce, at its own costs and within the entirety of its boundaries, any and all provisions of the Town Code for the Town of Orangetown, or any other county, state, or federal law or regulation, relating to sewer service and facilities. The Village shall pay to the Town each year an amount equal to the total amount collected via fines, fees, and or civil compromises related to enforcement of the above, minus any court costs and minus any payments that must, by law, be forwarded and paid

to the State of New York or any governmental entity other than the Town. The fines, fees and/or civil compromises must be levied in accordance, and in amounts as set forth by the Town of Orangetown. This payment shall be due to the Town on or before the 31<sup>st</sup> of January, and shall represent the total amount collected for the previous calendar year.

The Town agrees to cooperate fully with the Village with regard to any and all enforcement activities to which the Village is obligated to perform, and agrees to make its relevant employees available to the Village to aid the Village in its efforts, and agrees to waive any administrative fees or costs that the Village would otherwise have to pay to the Town were the Village not engaging in enforcement activities pursuant to this paragraph. The Village may, if it wishes and if relevant law permits, add a surcharge to any fines, fees and/or civil compromises it collects, said surcharge to be an amount set by the Village above that which it must collect according to this paragraph. Said surcharge, if it were to be implemented by the Village, would be intended to compensate the Village for administrative costs and overhead costs when enforcing the Town Code of the Town as per this paragraph, and need not be turned over to the Town. In order to comply with its obligations set forth in this paragraph, the Village understands and agrees that it will have to amend its current Local Laws in order to vest itself with the authority to enforce relevant sections of the Town Code for the Town of Orangetown.

14) The Village shall be required to collect from property owners within the Village connection fees with regard to any situation or occurrence where a property's sewer discharge line(s) is to be connected to any line or structure that ultimately connects to the Town's sanitary sewer system. These fees shall be in an amount not less than that which is paid by similarly situated users within the Town. These fees shall be paid by the



Village to the Town on a quarterly basis. If any property owner does not pay such fees to the Village, the Village, and not the Town, shall be responsible for collecting such fees. Notwithstanding the foregoing, the Village shall be obligated to pay the amount of any such fees to the Town whether or not such fees are collected by the Village.

Notwithstanding the foregoing, the Village shall have the right to add a reasonable administrative charge to such connection fee and such administrative charge shall not be payable to the Town.

15) The Village hereby grants to the Town permission to utilize its easements and/or rights of way to operate and maintain any and all sewer lines and/or facilities lying within the boundaries of the Village and to which the Village has such an interest, in accordance with this agreement. In addition, the Village agrees to allow the Town a right to use any and all easements and/or rights of way that the Village currently possesses, or obtains in the future, relating to sewer service and/or sewer lines and/or sewer facilities. The Village agrees to perform whatever legal act, or acts, that are necessary to permit the Town to fulfill its obligations contained within this agreement relating to the operation and maintenance of sewer lines and facilities within the boundaries of the Village as defined in this agreement. This obligations includes, but is not limited to, the obligation to obtain appropriate easements and/or rights of way whenever new construction or improvements result in new or different hook-ups to a sewer line.

16) If so requested by the Town, the Village shall arrange for its employees to meet with employees of the Town so that the Town and the Village can best transition the obligations of the Village to that of the Town pursuant to this agreement. To accomplish this same purpose, the Village agrees to provide to the Town copies of any and all maps,

plans or documents relating to the location, functioning, condition and/or performance of sewer lines and facilities within the boundaries of the Village when same are requested by the Town.

17) The Town will have a right to review whether or not a prospective new user may be permitted to hook-up or connect to a sewer line or facility within the Village or whether anyone within the Village may extend or alter a sewer line to ensure it is consistent with the terms and conditions of this agreement, and the Town shall have a right to approve or disapprove, as appropriate, such proposal. The Town is obligated to make such decisions pursuant to applicable sections of the Town Code for the Town of Orangetown and any other source of law that may control same, and the Town shall make such decisions based upon reasons other than the mere fact that the prospective new user lies within the boundaries of the Village. This paragraph applies in equal force to all types of users including industrial users. The Village is obligated to enforce, in its name, the decisions made by the Town pursuant to its powers set forth in this paragraph.

18) The Village and the Town acknowledge that the amount and character of the flow of sewerage from sewer lines and facilities within the boundaries of the Village to sewer lines and facilities of the Town has remained relatively constant for many years preceding the present time, and that there are presently no plans within the Village to act, or fail to act, in any way that would result in a substantial change, as defined below, in the amount and/or character of the flow of sewerage. As such, the Town may unilaterally withdraw from this agreement at any time, rendering it null and void, if the Village engages in any zoning change, issues any permits or special permits, or acts or fails to act in any way that results in a substantial difference in the amount and character of the flow

of sewerage from sewer lines and facilities within the boundaries of the Village to sewer lines and facilities of the Town. Substantial change shall be defined as an increase in the number of units from one year to the next that exceeds 5%, or an increase in units over any three year period that exceeds 15%.

19) The Village may unilaterally withdraw from this agreement at any time, rendering it null and void, if the Village decides, and makes arrangements for, their sewerage to flow to, and be treated by, any governmental or private entity other than the Town, so long as such does not violate any applicable law or endanger the health, safety, and welfare of residents within the Town, and so long as such alternative arrangement does not require any services, however small or trivial, to still be performed by the Town. If such alternative arrangements are made, the Village will be obligated to make all payments mandated by this agreement so long as any such services continue to be provided for by the Town. When the services are ceased, the Town agrees to adjust the payment made, or to be made, by the Village based upon which day of the year this occurs, using a 365-day year as a basis.

20) All plans and applications submitted to the Village by a property owner, builder or developer in connection with a request for a building permit or zone change shall be delivered to the Town within fifteen(15) days from the date upon which such plans and applications were received by the Village, except as limited below in this paragraph. The Town shall have the right to review all such applications, including the right to discuss such plans with the Village and the applicant. Upon review of such plans and applications, the Town shall have the right to approve *or deny* such plans and applications, which approval or denial shall not be unreasonably withheld or delayed.

Such Town review shall be limited solely to ensuring that the plans and applications proposed in connection with the Village's issuance of a building permit are in compliance with the terms and conditions of this Agreement, applicable law, and the operation and maintenance of the Town's sanitary sewer system. Decisions by the Town made pursuant to this paragraph shall be binding on the Village, in that the Village shall not issue a permit, or grant permission, to an applicant that contradicts the decision by the Town. This obligation shall apply to all plans and applications for a building permit or zone change even if same do not directly relate to a sewer connection, new or existing, due to the fact that any such plan or application may affect the amount of units applied to the property and/or the amount and character of flow from the Village, except that applications that only concern some or all of the following are not covered by this paragraph: fences; sheds; bathrooms within residential homes/units; additions or alterations to residential homes/units that do not include a new or altered kitchen; signs; decks. The Town shall approve, deny, or comment on the application within 15 business days of its receipt of the full application from the Village, or it will be deemed approved, unless a reasonable extension has been requested by the Town and approved by the Village.

21) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement and, except as expressly provided otherwise herein, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

22) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but on and the same Agreement.

23) Applicable Law. This Agreement shall be governed by and construed in accordance with applicable laws of the State of New York.

24) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction or administrative agency, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

25) Termination. Except for the ability to unilaterally withdraw as set forth elsewhere in this agreement, The Village shall have no right to terminate this Agreement for cause except in the event of the repeated failure or refusal by the Town substantially to perform any material obligation under this Agreement unless such failure or refusal is excused by an Uncontrollable Circumstance. Uncontrollable Circumstance is defined as any act, event or condition which materially and adversely affects the ability of the Town to perform any obligation hereunder, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or

omission or failure to exercise reasonable diligence on the part of the Town. In any event, no such failure or refusal shall give the Village the right to terminate this Agreement for cause under this subsection unless:

(1) The Village has given prior written notice to the Town stating that a refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Town and which will, in its opinion, give the Village the right to terminate this Agreement for cause under this subsection unless such breach is corrected within a reasonable period of time, and

(2) The Town has neither challenged in an appropriate forum the Village's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such breach within a reasonable period of time but not more than 90 days from the date of the notice given pursuant to clause (1) of this subsection (but if the Town shall have diligently taken steps to correct such breach within a reasonable period of time, the same shall not constitute a breach giving rise to the right of termination for as long as the Town is continuing to take such steps to correct such breach).

26) Assignability . Except as expressly provided in this Section, no party to this Agreement may assign or encumber any interest herein to any person without the consent of the other party hereto, and the terms of this Agreement shall inure to the benefit of and be binding upon the respective successors or assigns of each party hereto. The parties hereto retain the right to reorganize and to have any other body corporate and political subdivision of the State succeed to the rights, privileges, powers, immunities, liabilities,

disabilities, functions and duties of either party hereto, as may be authorized by law, in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

27) Indemnification. The Town agrees that it will protect, indemnify and hold harmless the Village and its respective officers, employees, agents, representatives, contractors and Subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Town or any of its officers, members, employees, agents, representatives, contractors or subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Town's obligations under this Agreement. The Village agrees that it will protect, indemnify and hold harmless the Town and its respective officers, employees, agents, representatives, contractors and subcontractors from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, and will defend such parties in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of (1) the negligence or fault of the Village or any of its officers, members, employees, agents, representatives, contractors, or Subcontractors in connection with its obligations or rights under this Agreement, or (2) the performance or non-performance of the Town's obligations under this Agreement.

28) Notices. Any notice or communication required or permitted hereunder shall be in writing and deemed sufficiently made if delivered in person or sent by certified or registered mail, postage prepaid, as follows, except that notice can be made verbally so

long as it is followed up with a written notice served as noted above within two days of the verbal notice, exclusive of weekends and Federal and State holidays:

If to the Town:

Town Supervisor  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

AND

Director, DEME  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

If to the Village:

Mayor  
Village of Upper Nyack  
328 N. Broadway  
Upper Nyack, NY 10960



X *Tom Kleina*

The Honorable THOM KLEINA  
Supervisor of the Town of Orangetown

Seal:

Witness: X *Charlotte Madryga*

Town Clerk CHATHLOTTE MADRYGA  
Town Clerk of the Town of Orangetown

X Michael Esmay

The Honorable MICHAEL ESMAY  
Mayor of the Village of Upper Nyack 3/12/07

Seal:

Witness: X Carol G. Brotherhood

Village Clerk Carol G. Brotherhood 3/12/07  
Village Clerk of the Village of Upper Nyack



NOTICE OF POSTING: NOTICE TO BIDDERS FOR CONSTRUCTION OF FORCE MAIN and SEWER IMPROVEMENTS.

# EXHIBIT

30-07, 3/12/07

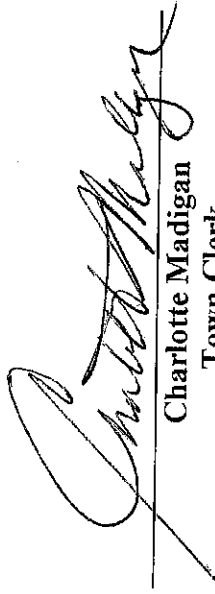
STATE OF NEW YORK            }  
COUNTY OF ROCKLAND        }  
TOWN OF ORANGETOWN        }        SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected, Qualified and acting Town Clerk of the **TOWN of ORANGETOWN**, in the County of Rockland, State of New York.

That, on the 12th day of January 2007, she caused to be conspicuously posted and fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in the following places, at least one of which is a public place within the **TOWN of ORANGETOWN**, New York.

1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 12th day of January, 2007

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 0156005857  
Residing in Rockland County  
Commission Expires December 21, 2-2-26



ADVERTISEMENT

i

ADVERTISEMENT FOR BIDS  
FORCE MAIN AND SEWER IMPROVEMENTS  
TOWN OF ORANGETOWN, NEW YORK

Sealed proposals for construction of Force Main and Sewer Improvements Project for the Town of Orangetown, NY will be received by the Town Clerk in her office at Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 until 10:30 a.m. local time on February 14, 2007, and will be publicly opened and read aloud at 11:00 a.m. local time for the following contract:

Contract No. FS-06-3C, Force Main and Sewer Improvements

The work consists of constructing, complete with all equipment and accessories: gravity sewers and force mains for the Better Brands and Pearl Street Pumping Stations, in accordance with the plans and specifications heretofore prepared by Stearns & Wheler.

The Contract Documents may be examined at the following locations:

Stearns & Wheler, LLC                      Town Clerk's Office  
One Remington Park Drive                Town of Orangetown  
Cazenovia, NY 13035                      26 Orangeburg Road  
Orangeburg, NY 10962

F. W. Dodge                                      Eastern Contractors Association  
6 Wembley Court                              6 Airline Drive  
Albany, NY 12205-3859                      Albany, NY 12205

Construction Contractors Association of the Hudson Valley  
330 Meadow Avenue  
Newburgh, NY 12550

Copies of the plans and specifications may be obtained at the Town of Orangetown Town Clerk's office upon submission of a plan deposit in the form of a check or money order payable to the Town of Orangetown in the amount of \$75 per set. If mailing of documents is requested, a separate check payable to Town of Orangetown in the amount of \$25 per set must be included to cover handling and postage fees.

Each bid proposal must be accompanied by a Bid Bond payable to the Town of Orangetown in the amount of 5% of the Total Bid Price, the bid bond forms included in the Bid Proposal Division of the documents being utilized for this purpose.

## ADVERTISEMENT

If, upon acceptance of his bid, a Bidder fails to enter into a Contract with the Town of Orangetown, the bid security shall be forfeited to and become the property of the Town.

No Bidder may withdraw his bid within forty-five (45) days after the date of the bid opening. The successful bidder must furnish a 100% Performance and Payment Bond with a surety company satisfactory to the Town of Orangetown and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town Clerk and the Director of the Department of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a regular Town Board meeting.

The Town of Orangetown reserves the right to waive any informalities or to reject any or all bids.

A pre-bid meeting will be held at the Department of Environmental Management and Engineering office at the Orangetown WWTP, 127 Route 303, Orangeburg, NY on January 24, 2007. The meeting will start promptly at 10:00 a.m. local time. Prospective Bidders are strongly encouraged to attend.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

It is understood that there must be a written contract executed by the Supervisor of the Town of Orangetown pursuant to Town Board resolution. This is subject to appropriations approved by the Town Board.

Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlotte Madigan, Town Clerk

Ronald C. Delo, P.E., DEE  
Director of the Department of  
Environmental Management and  
Engineering

Dated: \_\_\_\_\_

5018930.1

ADVERTISEMENT

iii

Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlotte Madigan, Town Clerk

Ronald C. Delo, P.E., DEE  
Director of the Department of  
Environmental Management and  
Engineering

Dated: \_\_\_\_\_

**AFFIDAVIT OF PUBLICATION**

from

**The Journal News**

**LINDA PARELLI**

being duly sworn principal clerk of The Journal News, a newspaper published in the County of New York, and the notice of which the annexed is a printed copy, was [ ] area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone published. (See Legend below)

JN 01/16/07

Signed *Linda Parelli*  
Sworn to before me

This 17<sup>th</sup> day of January 2007

*John A. Gage*  
Notary Public, Westchester County

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Croton on Hudson, Goldens Bridge, Granite Springs, Katonah, Lincolndale, Millwood, Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mahopac Falls

**Central Area (AC):**

Ardstley, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hastings, Hastings on Hudson, Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

**Rockland Area (JN or RK):**

Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford Hills, Briarcliff, Chappaqua, Cortlandt Manor, Cortlandt, Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolndale, Millwood, Mohegan Lake, Mount Kisco, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown

**Review Press (BVM):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02147674 Account Number - 058523006

**ADVERTISEMENT FOR BIDS**

**FORCE MAIN AND SEWER IMPROVEMENTS TOWN OF ORANGETOWN, NEW YORK**

Sealed proposals for construction of Force Main and Sewer Improvements Project for the Town of Orangetown, NY, will be received by the Town Clerk in her office at Town Hall, 26 Orangeburg Road, Orangetown, NY 10962, until 10:30 a.m. local time on February 14, 2007, and will be publicly opened and read aloud at 11:30 a.m. local time for the following contract:

Contract No. FS-06-3C: Force Main and Sewer Improvements

The work consists of constructing, complete with all equipment and accessories, gravity sewers and force mains for the Better Earths and Heart Street Pumping Stations, in accordance with the plans and specifications heretofore prepared by Stearns & Wheeler.

The Contract Documents may be examined at the following locations:

Stearns & Wheeler, LLC  
One Remondion Park Drive  
Caranovia, NY 12025

Town Clerk's Office  
Town of Orangetown  
26 Orangeburg Road  
Orangetown, NY 10962

F. W. Dodge  
6 Wamby Court  
Albany, NY 12250-3889

Eastern Contractors Association  
6 Airline Drive  
Albany, NY 12205

Construction Contractors Association of the Hudson Valley  
330 Meadow Avenue  
Newburgh, NY 12550

Copies of the plans and specifications may be obtained at the Town of Orangetown Town Clerk's office upon submission of a plan deposit in the form of a check or money order payable to the Town of Orangetown in the amount of \$75 per set. If mailing of documents is requested, a separate check payable to: Town of Orangetown in the amount of \$25 per set must be included to cover handling and postage fees.

Each bid proposal must be accompanied by a Bid Bond payable to the Town of Orangetown in the amount of 5% of the total Bid Price. The bid bond for the original Bid Proposal must be included in the Bid Proposal. Discussion of the documents being utilized for this purpose.

If, upon acceptance of his bid, a Bidder fails to enter into a Contract with the Town of Orangetown, the bid security shall be forfeited to and become the property of the Town.

No Bidder may withdraw his bid within forty-five (45) days after the date of the bid opening. The successful bidder must furnish a 100% Performance and Payment Bond with a surety company satisfactory to the Town of Orangetown and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town Clerk and the Director of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract, as a regular Town Board meeting.

**Board meeting.**

The Town of Orangetown reserves the right to waive any irregularities or to reject any or all bids.

A pre-bid meeting will be held at the Department of Environmental Management and Engineering Office at the Orangetown WWT, 127 Route 93, Orangetown, NY on January 24, 2007. The meeting will start promptly at 10:00 a.m. local time. Prospective Bidders are strongly encouraged to attend.

Contractor warrants and represents that all employees and independent contractors employed with or on any subcontractors shall be compensated at the prevailing wage, including where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

It is understood that these must be a written contract executed by the Supervisor of the Town of Orangetown pursuant to Town Board resolution. This is subject to appropriations approved by the Town Board.

Bidders are required to certify, under penalty of perjury, that their bid is not the result of collusion with other bidders, contractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlotte Madigan, Town Clerk  
Ronald C. Delo, P.E., DEE  
Director of the Department of Environmental Management and Engineering  
Dated:

LAZGA  
of New York  
0442  
Westchester County  
24, 2010

er, Croton Falls,  
Montrose, Mount  
Waccabuc,  
atterson

ington, Larchmont,  
enburgh

burg, Sparkill,  
Piermont,

Goldens  
Pleasantville,

1

2

3



Total of 6 Bidders

BID OPENING TIME: **11:00 AM** DATE **02/14/07**

<b>CONTRACTOR NAME &amp; ADDRESS</b>	Stacey Contracting 21-11th, NY	2/14/07	2/14/07	2/14/07	2/14/07	2/14/07
	Morano Bros Greenville, NC	2/14/07	2/14/07	2/14/07	2/14/07	2/14/07
	Mastegard Bros. New Rochelle, NY	10:03	9:28	9:07	1:04	10:11
	Langues NY PACT Construction	✓	✓	✓	✓	✓
	Metro Indusht Little Falls, NJ	Bond	bond	Bond	Bond	Bond

<b>DATE RECEIVED</b>	2/14/07	2/14/07	2/14/07	2/14/07	2/14/07	2/14/07
<b>TIME RECEIVED</b>	10:03	9:28	9:07	1:04	10:11	
<b>NON-COLLISION STATEMENT</b>	✓	✓	✓	✓	✓	✓
<b>BID BOND OR CERTIFIED CHECK</b>	Bond	bond	Bond	Bond	Bond	Bond
<b>{Bid Item #1} Lump Sum / Mobilization/Demobilization, and Miscellaneous, for</b>						
Unit Price	\$ 175,000	\$ 100,902.50	\$ 155,000	\$ 20,000	\$ 190,000	\$ 190,000
Extended Total	\$ 175,000	\$ 100,902.50	\$ 155,000	\$ 20,000	\$ 190,000	\$ 190,000

<b>{Bid Item #2} 2,200 Cubic Yards / Excavation Below Subgrade, Test Pits and Exploratory Excavations, for</b>						
Unit Price	\$ 101.00	\$ 34.00	\$ 45.00	\$ 10.00	\$ 10.00	\$ 10.00
Extended Total	\$ 223,000	\$ 74,800	\$ 99,000	\$ 22,000	\$ 20,000	\$ 20,000

<b>{Bid Item #3} 265 Cubic Yards / Pipe Trench Special Material - Type A-2, for</b>						
Unit Price	\$ 50.00	\$ 45.00	\$ 51.00	\$ 26.00	\$ 45.00	\$ 45.00
Extended Total	\$ 13,250	\$ 11,925	\$ 13,515	\$ 6,890	\$ 11,925	\$ 11,925

<b>{Bid Item #3A} 265 Cubic Yards / Pipe Trench Special Material - Type D-2 stone bedding, for</b>						
Unit Price	\$ 50.00	\$ 68.00	\$ 56.00	\$ 28.00	\$ 30.00	\$ 30.00
Extended Total	\$ 13,250	\$ 18,020	\$ 14,840	\$ 7,420	\$ 7,950	\$ 7,950

<b>{Bid Item #3B} 265 Cubic Yards / Pipe Trench Special Material - NYSDOT Type 304 Backfill, for</b>						
Unit Price	\$ 50.00	\$ 66.00	\$ 51.00	\$ 30.00	\$ 45.00	\$ 45.00
Extended Total	\$ 13,250	\$ 17,490	\$ 13,515	\$ 7,950	\$ 11,925	\$ 11,925

<b>{Bid Item #4} 400 Cubic Yards / Rock Excavation, for</b>						
Unit Price	\$ 25.00	\$ 350.00	\$ 44.00	\$ 25.00	\$ 100.00	\$ 100.00
Extended Total	\$ 10,000	\$ 140,000	\$ 17,600	\$ 10,000	\$ 40,000	\$ 40,000

<b>{Bid Item #5} 165 Linear Feet / 10 - Inch PVC Gravity Sanitary Sewer, for</b>						
Unit Price	\$ 180.00	\$ 165.00	\$ 160.00	\$ 237.00	\$ 190.00	\$ 190.00
Extended Total	\$ 28,200	\$ 30,855	\$ 29,600	\$ 43,845	\$ 35,150	\$ 35,150

<b>{Bid Item #5A} 2,610 Linear Feet / 12 - Inch PVC Gravity Sanitary Sewer, for</b>						
Unit Price	\$ 200.00	\$ 135.00	\$ 107.00	\$ 239.00	\$ 250.00	\$ 250.00
Extended Total	\$ 522,000	\$ 352,350	\$ 279,270	\$ 622,790	\$ 653,500	\$ 653,500

<b>{Bid Item #6} 2,850 Linear Feet / 15 - Inch PVC Gravity Sanitary Sewer, for</b>						
Unit Price	\$ 250.00	\$ 240.00	\$ 178.00	\$ 242.00	\$ 265.00	\$ 265.00
Extended Total	\$ 712,500	\$ 684,000	\$ 507,200	\$ 689,700	\$ 755,250	\$ 755,250

D612: TB, TK, Delo, Stearns + Wheeler

BID OPENING TIME:

11:00 AM

DATE

02/14/07

<b>CONTRACTOR NAME &amp; ADDRESS</b>	Stacy Contracting	Mormo Bros	North Savo Bros	PACT Construction	Metric Industries

<b>DATE RECEIVED</b>					
<b>TIME RECEIVED</b>					
<b>PHONE COLLECTION STATEMENT</b>					
<b>BID BOUND or SERIALIZED CHECK</b>					
<b>{Bid Item #67} 3,450 Linear Feet / 8 - Inch DIP Sewer Force Main, for</b>					
Unit Price	\$ 80.00	\$ 120.00	\$ 137.00	\$ 237.00	\$ 165.00
Extended Total	\$ 276,000	\$ 414,000	\$ 478,650	\$ 817,650	\$ 589,250
<b>{Bid Item #6A} 2,300 Linear Feet / 10 - Inch DIP Sewer Force Main, for</b>					
Unit Price	\$ 90.00	\$ 180.00	\$ 223.00	\$ 247.00	\$ 165.00
Extended Total	\$ 207,000	\$ 414,000	\$ 512,900	\$ 568,100	\$ 379,500
<b>{Bid Item #77} 230 Linear Feet / 6 - Inch Sewer Lateral, Inside Sewer Trench, for</b>					
Unit Price	\$ <del>220.01</del>	\$ 145.00	\$ 159.00	\$ 70.00	\$ 55.00
Extended Total	\$ 230	\$ 33,350	\$ 36,570	\$ 16,100	\$ 12,650
<b>{Bid Item #7A} 230 Linear Feet / 6 - Inch Sewer Lateral, Outside Sewer Trench, for</b>					
Unit Price	\$ .01	\$ 240.00	\$ 194.00	\$ 75.00	\$ 90.00
Extended Total	\$ 2.30	\$ 55,200	\$ 44,620	\$ 17,250	\$ 20,700
<b>{Bid Item #87} 285 Vertical Feet/ Gravity Sewer Manholes, for</b>					
Unit Price	\$ 500.00	\$ 720.00	\$ 427.00	\$ 350.00	\$ 690.00
Extended Total	\$ 138,500	\$ 190,800	\$ 113,155	\$ 92,750	\$ 182,850
<b>{Bid Item #8A} 1 Each / Force Main Air Release Manholes, for</b>					
Unit Price	\$ 19,000	\$ 7,300	\$ 10,000	\$ 6,000	\$ 8,000
Extended Total	\$ 10,000	\$ 7,300	\$ 10,000	\$ 6,000	\$ 8,000
<b>{Bid Item #8B} 4,450 Square Feet / PVC Manhole Lining, for</b>					
Unit Price	\$ .01	\$ 20.00	\$ 28.00	\$ 3.00	\$ 3.00
Extended Total	\$ 44.50	\$ 89,000	\$ 124,600	\$ 13,350	\$ 13,350
<b>{Bid Item #97} 5,655 Linear Feet / Testing / TV Inspection of Gravity Sewers, for</b>					
Unit Price	\$ 2.00	\$ 3.50	\$ 2.00	\$ 2.00	\$ 2.00
Extended Total	\$ 11,310.00	\$ 17,792	\$ 11,310	\$ 11,310	\$ 11,310
<b>{Bid Item #9A} 5,750 Linear Feet / Testing of Force Mains, for</b>					
Unit Price	\$ 1.00	\$ 2.50	\$ 2.00	\$ 1.00	\$ 1.00
Extended Total	\$ 5,750	\$ 14,375	\$ 11,500	\$ 5,750	\$ 5,750

BID OPENING TIME:

**11:00 AM**

DATE

**02/14/07**

CONTRACTOR NAME & ADDRESS	Stacey Contracting	Normo Bros	Montesano Bros	PACT Construction	Metric Industries
------------------------------------	--------------------	------------	----------------	-------------------	-------------------

DATE RECEIVED					
TIME RECEIVED					
NON COLLISION STATEMENT					
BID BOND or CERTIFIED CHECK					

{Bid Item #10} Lump Sum / Bored 15 - Inch Sewer State Road Crossing, for

Unit Price	\$ 309,000	\$ 125,900	\$ 170,000	\$ 60,000	\$ 50,000
Extended Total	\$ 309,000	\$ 125,900	\$ 170,000	\$ 60,000	\$ 50,000

{Bid Item #10A} Lump Sum / Bored Railroad Crossing with 10 - Inch Ductile Iron Force Main, for

Unit Price	\$ 309,000	\$ 79,000	\$ 234,000	\$ 150,000	\$ 200,000
Extended Total	\$ 309,000	\$ 79,000	\$ 234,000	\$ 150,000	\$ 200,000

{Bid Item #10B} Lump Sum / Bored Stream Crossing for 10 - Inch Ductile Iron Force Main, for

Unit Price	\$ 1.00	\$ 375,000	\$ 234,000	\$ 50,000	\$ 100.00
Extended Total	\$ 1.00	\$ 375,000	\$ 234,000	\$ 50,000	\$ 100.00

{Bid Item #10} 8,100 Square Yards / Payment Subbase, for

Unit Price	\$ 10.00	\$ 32.00	\$ 16.00	\$ 12.00	\$ 10.00
Extended Total	\$ 81,000	\$ 259,200	\$ 129,600	\$ 97,200	\$ 81,000

{Bid Item #12} 2,100 Square Yards / Temporary Asphalt Paving for County / Town / Village, for

Unit Price	\$ 10.00	\$ 15.00	\$ 19.00	\$ 10.00	\$ 10.00
Extended Total	\$ 21,000	\$ 31,500	\$ 39,900	\$ 21,000	\$ 21,000

{Bid Item #12A} 850 Square Yards / Temporary Asphalt Paving, State Roads, for

Unit Price	\$ 15.00	\$ 34.00	\$ 26.00	\$ 15.00	\$ 15.00
Extended Total	\$ 12,750	\$ 28,900	\$ 22,100	\$ 12,750	\$ 12,750

{Bid Item #12B} 5,000 Square Yards / Final Paving - Base Course for Town / Village Roads, for

Unit Price	\$ 35.00	\$ 58.00	\$ 34.00	\$ 20.00	\$ 5.00
Extended Total	\$ 175,000	\$ 290,000	\$ 170,000	\$ 100,000	\$ 25,000

{Bid Item #12B} 2,300 Square Feet / Pavement Restoration for County / Town / Village Roads, for

Unit Price	\$ 40.00	\$ 71.00	\$ 53.00	\$ 40.00	\$ 1.00
Extended Total	\$ 5.00	\$ 35,500	\$ 26,500	\$ 20,000	\$ 500

{Bid Item #12B} 1,100 Square Yards / Pavement Restoration for State Roads, for

Unit Price	\$ 40.00	\$ 87.00	\$ 85.00	\$ 60.00	\$ 75.00
Extended Total	\$ 44,000	\$ 95,700	\$ 93,500	\$ 66,000	\$ 82,500

BID OPENING TIME:

11:00AM

DATE

CONTRACTOR NAME & ADDRESS	Street Contracting	Morano Bros	MADHESAMO	PART Construction	Metraa Industries

DATE RECEIVED					
TIME RECEIVED					
MINI COLLISION STATEMENT					
BID BOND or CERTIFIED CHECK					
(Bid Item #14) 2,500 Square Yards / Top Course Paving for Town / Village Roads, for					
Unit Price	\$ 20.00	\$ 8.00	\$ 14.00	\$ 10.00	\$ 5.00
Extended Total	\$ 100,000	\$ 40,000	\$ 70,000	\$ 50,000	\$ 25,000
(Bid Item #14A) 2,500 Square Yards / Top Course Paving for County Roads, for					
Unit Price	\$ 1.01	\$ 16.00	\$ 45.00	\$ 14.00	\$ 1.00
Extended Total	\$ 5.00	\$ 8,000	\$ 22,500	\$ 7000	\$ 500
(Bid Item #14B) 3,100 Square Yards / Top Course Paving for State Roads, for					
Unit Price	\$ 30.00	\$ 12.00	\$ 18.00	\$ 12.00	\$ 5.00
Extended Total	\$ 93,000	\$ 37,200	\$ 55,800	\$ 37,200	\$ 15,500
(Bid Item #15) 1,495 Square Yards / Asphalt Drives and Parking Areas for.					
Unit Price	\$ 30.00	\$ 40.00	\$ 28.00	\$ 28.00	\$ 40.00
Extended Total	\$ 43,050	\$ 57,400	\$ 40,180	\$ 40,180	\$ 57,400
(Bid Item #16) 406 Square Yards / Concrete Sidewalk and Driveway Replacement, for					
Unit Price	\$ 90.00	\$ 108.00	\$ 58.00	\$ 75.00	\$ 40,000
Extended Total	\$ 36,450	\$ 43,740	\$ 23,490	\$ 30,375	\$ 16,200
(Bid Item #17) 20 Square Yards / Brick Paver Replacement, for					
Unit Price	\$ 1.01	\$ 250.00	\$ 210.00	\$ 50.00	\$ 150.00
Extended Total	\$ 1.20	\$ 5,000	\$ 4200	\$ 1000	\$ 3,000
(Bid Item #18) 900 Linear Feet / Concrete Curb Replacement, for					
Unit Price	\$ 25.00	\$ 30.00	\$ 28.00	\$ 30.00	\$ 25.00
Extended Total	\$ 22,500	\$ 28,800	\$ 25,200	\$ 27,000	\$ 22,500
(Bid Item #18A) 300 Linear Feet / Asphalt Curb Replacement, for					
Unit Price	\$ 10.00	\$ 10.00	\$ 20.00	\$ 15.00	\$ 10.00
Extended Total	\$ 3,000	\$ 3,000	\$ 6000	\$ 4,500	\$ 3,000
(Bid Item #19) Lump Sum / Site Restoration, for					
Unit Price	\$ 10,000	\$ 75,000	\$ 58,000	\$ 10,000	\$ 10,000
Extended Total	\$ 10,000	\$ 75,000	\$ 58,000	\$ 10,000	\$ 10,000



BID OPENING TIME:

11:00AM

DATE

**CONTRACTOR  
NAME  
&  
ADDRESS**

Shapel Contracting  
21-Flom NT  
Maramo Bros  
Systems-on-the  
Hudson  
Manstasano Bros  
New Rochelle, NY  
DRC-Construction  
Lingoes, NJ  
Metra Industries  
Little Falls, NJ

<b>DATE RECEIVED</b>							
<b>TIME RECEIVED</b>							
<b>NON COLLUSION STATEMENT</b>							
<b>BID BOND OR CERTIFIED CHECK</b>							
{Bid Item #20} 10 Cubic Yards / Concrete - General, for							
Unit Price	\$ 1.01	\$ 400.00	\$ 336.00	\$ 20,000	\$ 20,000	\$ 200,000	\$ 200,000
Extended Total	\$ 1.0	\$ 4,000	\$ 3300	\$ 200,000	\$ 200,000	\$ 2,000,000	\$ 2,000,000
{Bid Item #20} Lump Sum / Maintenance of Traffic, for							
Unit Price	\$ 20,000	\$ 182,000	\$ 176,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Extended Total	\$ 20,000	\$ 182,000	\$ 176,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
{Bid Item #22} Lump Sum / Maintenance of Sewage Flow, for							
Unit Price	\$ 5,000	\$ 153,000	\$ 95,000	\$ 15,000	\$ 15,000	\$ 5,000	\$ 5,000
Extended Total	\$ 5,000	\$ 153,000	\$ 95,000	\$ 15,000	\$ 15,000	\$ 5,000	\$ 5,000
{Bid Item #23} Lump Sum / Erosion and Sediment control, for							
Unit Price	\$ 5,000	\$ 70,000	\$ 93,000	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000
Extended Total	\$ 5,000	\$ 70,000	\$ 93,000	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000
{Bid Item #24} Lump Sum / Record Drawings, for							
Unit Price	\$ 5,000	\$ 5,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Extended Total	\$ 5,000	\$ 5,000	\$ 6,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
{Bid Item #25} Miscellaneous Additional Work							
Unit Price	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Extended Total	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
TOTAL	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	3672,82040	4,950,000	4,515,215	4,057,060	3,843,010		

Total of 6 Bidders

BID OPENING TIME:

11:00 AM

DATE

02/14/07

**CONTRACTOR**

**NAME**

**&**

**ADDRESS**

Montana Centre  
Lodge, NJ

DATE RECEIVED	2/14/07			
TIME RECEIVED	10:52			
NON COLLISION STATEMENT	✓			
BID BOUND or CERTIFIED CHECK	Bond			
<b>(Bid Item #0) Lump Sum / Mobilization/Demobilization, and Miscellaneous, for</b>				
Unit Price	\$400,000	\$	\$	\$
Extended Total	\$400,000	\$	\$	\$
<b>(Bid Item #2) 2,200 Cubic Yards / Excavation Below Subgrade, Test Pits and Exploratory Excavations, for</b>				
Unit Price	\$10.00	\$	\$	\$
Extended Total	\$28,000	\$	\$	\$
<b>(Bid Item #3) 265 Cubic Yards / Pipe Trench Special Material - Type A-2, for</b>				
Unit Price	\$50.00	\$	\$	\$
Extended Total	\$13,250	\$	\$	\$
<b>(Bid Item #3A) 265 Cubic Yards / Pipe Trench Special Material - Type D-2 stone bedding, for</b>				
Unit Price	\$50.00	\$	\$	\$
Extended Total	\$13,250	\$	\$	\$
<b>(Bid Item #3B) 265 Cubic Yards / Pipe Trench Special Material - NYSDOT Type 304 Backfill, for</b>				
Unit Price	\$50.00	\$	\$	\$
Extended Total	\$13,250	\$	\$	\$
<b>(Bid Item #4) 400 Cubic Yards / Rock Excavation, for</b>				
Unit Price	\$25.00	\$	\$	\$
Extended Total	\$10,000	\$	\$	\$
<b>(Bid Item #5) 185 Linear Feet / 10 - inch PVC Gravity Sanitary Sewer, for</b>				
Unit Price	\$200.00	\$	\$	\$
Extended Total	\$37,000	\$	\$	\$
<b>(Bid Item #5A) 2,610 Linear Feet / 12 - inch PVC Gravity Sanitary Sewer, for</b>				
Unit Price	\$250.00	\$	\$	\$
Extended Total	\$652,500	\$	\$	\$
<b>(Bid Item #5B) 2,850 Linear Feet / 15 - inch PVC Gravity Sanitary Sewer, for</b>				
Unit Price	\$300.00	\$	\$	\$
Extended Total	\$855,000	\$	\$	\$

DISTR: TB, TK, Delo, Stearns + Wheeler

BID OPENING TIME:

**11:00 AM**

DATE

**02/14/07**

**CONTRACTOR  
NAME  
&  
ADDRESS**

*Montana Construction*

DATE RECEIVED			
TIME RECEIVED			
NO. COLLISION STATEMENT			
BID BOUND			
CERTIFIED CHECK			

{Bid Item #63} 3,450 Linear Feet / 6 - Inch DIP Sewer Force Main, for

Unit Price	\$ 175.00	\$	\$
Extended Total	\$ 603,750	\$	\$

{Bid Item #6A} 2,300 Linear Feet / 10 - Inch DIP Sewer Force Main, for

Unit Price	\$ 200.00	\$	\$
Extended Total	\$ 460,000	\$	\$

{Bid Item #7} 230 Linear Feet / 6 - Inch Sewer Lateral, Inside Sewer Trench, for

Unit Price	\$ 1.00	\$	\$
Extended Total	\$ 230.00	\$	\$

{Bid Item #7A} 230 Linear Feet / 6 - Inch Sewer Lateral, Outside Sewer Trench, for

Unit Price	\$ 100.00	\$	\$
Extended Total	\$ 23,000	\$	\$

{Bid Item #8} 265 Vertical Feet / Gravity Sewer Manholes, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 2,65	\$	\$

{Bid Item #8A} 1 Each / Force Main Air Release Manholes, for

Unit Price	\$ 20,000	\$	\$
Extended Total	\$ 20,000	\$	\$

{Bid Item #8B} 4,450 Square Feet / PVC Manhole Lining, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 44,50	\$	\$

{Bid Item #9} 5,855 Linear Feet / Testing / TV Inspection of Gravity Sewers, for

Unit Price	\$ 2.00	\$	\$
Extended Total	\$ 11,310	\$	\$

{Bid Item #9A} 5,750 Linear Feet / Testing of Force Mains, for

Unit Price	\$ 1.00	\$	\$
Extended Total	\$ 5,750	\$	\$

BID OPENING TIME:

11:00 AM

DATE

02/14/07

CONTRACTOR  
NAME  
&  
ADDRESS

Munhwa Construction

DATE RECEIVED					
TIME RECEIVED					
NON COLLISION STATEMENT					
BID BOUND OR CERTIFIED CHECK					
{Bid Item #10} Lump Sum / Bored 15 - Inch Sewer State Road Crossing, for					
Unit Price	\$ 15,000	\$	\$	\$	\$
Extended Total	\$ 15,000	\$	\$	\$	\$
{Bid Item #10A} Lump Sum / Bored Railroad Crossing with 10 - Inch Ductile Iron Force Main, for					
Unit Price	\$ 200,000	\$	\$	\$	\$
Extended Total	\$ 200,000	\$	\$	\$	\$
{Bid Item #10B} Lump Sum / Bored Stream Crossing for 10 - Inch Ductile Iron Force Main, for					
Unit Price	\$ 1,00	\$	\$	\$	\$
Extended Total	\$ 1,00	\$	\$	\$	\$
{Bid Item #10C} 8,100 Square Yards / Payment Subbase, for					
Unit Price	\$ 10,00	\$	\$	\$	\$
Extended Total	\$ 81,000	\$	\$	\$	\$
{Bid Item #12} 2100 Square Yards / Temporary Asphalt Paving for County / Town / Village, for					
Unit Price	\$ 10,00	\$	\$	\$	\$
Extended Total	\$ 21,000	\$	\$	\$	\$
{Bid Item #12A} 850 Square Yards / Temporary Asphalt Paving, State Roads, for					
Unit Price	\$ 15,00	\$	\$	\$	\$
Extended Total	\$ 12,750	\$	\$	\$	\$
{Bid Item #13} 5000 Square Yards / Final Paving - Base Course for Town / Village Roads, for					
Unit Price	\$ 1,01	\$	\$	\$	\$
Extended Total	\$ 50,00	\$	\$	\$	\$
{Bid Item #13A} 2,900 Square Feet / Pavement Restoration for County / Town / Village Roads, for					
Unit Price	\$ 1,01	\$	\$	\$	\$
Extended Total	\$ 5,00	\$	\$	\$	\$
{Bid Item #13B} 1,100 Square Yards / Pavement Restoration for State Roads, for					
Unit Price	\$ 1,01	\$	\$	\$	\$
Extended Total	\$ 11,00	\$	\$	\$	\$



BID OPENING TIME:

**11:00AM**

DATE

**CONTRACTOR**

**NAME**

&

**ADDRESS**

Northac Construction

DATE RECEIVED				
TIME RECEIVED				
MINI COLLISION STATEMENT				
BID BOND or CERTIFIED CHECK				

{Bid Item #14} 2,500 Square Yards / Top Course Paving for Town / Village Roads, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 50.00	\$	\$

{Bid Item #14A} 2,500 Square Yards / Top Course Paving for County Roads, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 5.00	\$	\$

{Item #14B} 3,100 Square Yards / Top Course Paving for State Roads, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 31.00	\$	\$

{Bid Item #15} 1,435 Square Yards / Asphalt Drives and Parking Areas for,

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 14.35	\$	\$

{Bid Item #16} 405 Square Yards / Concrete Sidewalk and Driveway Replacement, for

Unit Price	\$ 1.01	\$	\$
Extended Total	\$ 4.05	\$	\$

{Bid Item #17} 20 Square Yards / Brick Paver Replacement, for

Unit Price	\$ 100.00	\$	\$
Extended Total	\$ 2,000	\$	\$

{Bid Item #18} 900 Linear Feet / Concrete Curb Replacement, for

Unit Price	\$ 25.00	\$	\$
Extended Total	\$ 22,500	\$	\$

{Item #18A} 300 Linear Feet / Asphalt Curb Replacement, for

Unit Price	\$ 10.00	\$	\$
Extended Total	\$ 3000	\$	\$

{Bid Item #18} Lump Sum / Site Restoration, for

Unit Price	\$ 50,000	\$	\$
Extended Total	\$ 50,000	\$	\$

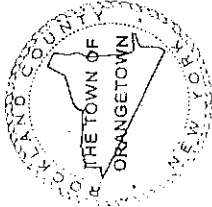
BID OPENING TIME: 11:00AM

DATE

CONTRACTOR  
NAME  
&  
ADDRESS

Mentacore Construction  
Lodi, NJ


DATE RECEIVED	2/14/07				
TIME RECEIVED					
NON COLLUSION STATEMENT					
BID BOND OR CERTIFIED CHECK					
(Bid Item #20) 10 Cubic Yards / Concrete - General, for					
Unit Price	\$ 200.00	\$	\$	\$	\$
Extended Total	\$ 2,000	\$	\$	\$	\$
(Bid Item #21) Lump Sum / Maintenance of Traffic, for					
Unit Price	\$ 25,000	\$	\$	\$	\$
Extended Total	\$ 50,000	\$	\$	\$	\$
(Bid Item #22) Lump Sum / Maintenance of Sewage Flow, for					
Unit Price	\$ 50,000	\$	\$	\$	\$
Extended Total	\$ 50,000	\$	\$	\$	\$
(Bid Item #23) Lump Sum / Erosion and Sediment control, for					
Unit Price	\$ 50,000	\$	\$	\$	\$
Extended Total	\$ 50,000	\$	\$	\$	\$
(Bid Item #24) Lump Sum / Record Drawings, for					
Unit Price	\$ 5,000	\$	\$	\$	\$
Extended Total	\$ 5,000	\$	\$	\$	\$
(Bid Item #25) Miscellaneous Additional Work					
Unit Price	\$ 250,000	\$	\$	\$	\$
Extended Total	\$ 250,000	\$	\$	\$	\$
TOTAL	\$	\$	\$	\$	\$
TOTAL	3,989,758.55				



Department of Environmental Management and Engineering  
Town of Orangetown

March 5, 2007

To: Thom Kleiner, Supervisor  
Town Board

From: Ronald C. Delo, P.E., BCEE   
Director

Re: **Contract No. FS-06-3C**  
**Pearl Street and Better Brands**  
**Force Mains and Gravity Sewers**

Bids were received for the above referenced contract on February 14, 2007, and Stearns & Wheeler, LLC and I recommend award to the lowest bidder, Stacey Contracting Inc., Clifton, N.J. at a Total Bid Amount of \$3,672,820.40.

The Contractor's bid was checked and found to be complete and accurate.

References were checked and were satisfactory on similar projects.

Please note that six bids were received, one of which was after the due time of 10:30 a.m. (Montana Construction Corp., Inc.).

In addition, a seventh bid was received on Thursday, 2/15/07, and returned to the bidder unopened.

For your information the amount of this bid is within the Sewer District's budgeted amount of \$4,070,000 for this project in the \$34.9 million Capital Improvement Plan.

Should you have any questions on the above, please contact me.

Enclosed is a copy of Stearns & Wheeler, LLC's letter of recommendation regarding the above.

Thank you for your consideration in this matter.

Route 303 Orangeburg New York 10962  
Tel: (845) 359-6602 • Fax: (845) 359-6951

RES # 3/10/07

18

# Stearns & Wheler, LLC

Environmental Engineers and Scientists

One Remington Park Drive  
Cazenovia, NY 13035

tel. (315) 655-8161

fax. (315) 655-1180

web. www.stearnswheler.com

March 2, 2007

Mr. Ronald C. Delo, P.E., Director  
Department of Environmental Management and Engineering  
Town of Orangetown  
Route 303  
Orangetown, NY 10962

Re: Force Main and Sewer Improvements Contract  
Town of Orangetown  
Orangetown, New York  
S&W No. 50189.0

Dear Mr. Delo:

Six bids were received by the Town of Orangetown and opened for Contract No. FS-06-3C. Force Main and Sewer Improvements, on Wednesday, February 14, 2007. All bids are listed on the enclosed Canvass of Bids. The low bid submitted is:

Contract No.	Low Bidder	Total Bid Amount
FS-06-3C	Stacey Contracting, Inc. 642 Broad Street Clifton, <del>NY</del> <sup>MS</sup> 07013	\$3,672,820.40

Per the Contract Documents, the contracts are to be awarded based on the lowest responsive bid. This Contractor has submitted the required documents for bidding per Contract FS-06-3C. Stearns and Wheler has reviewed these documents for completeness and have found no errors. In addition, we have checked references for the low bidder. Based on our review, we recommend this contract be awarded to Stacey Contracting, Inc. in the amount they bid. We have also contacted representatives of this contractor who have indicated to us they are comfortable with their bid and the project's scope of work.

P:\Shared Projects\50189\Word Procl\Letters\DELMETOS.doc



Stearns & Wheler  
Companies

Connecticut Maryland Massachusetts New York North Carolina Virginia

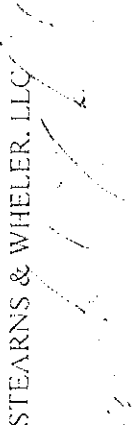
Mr. Ronald C. Delo, P.E., Director  
Town of Orangetown

March 2, 2007  
Page 2

If you have any questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

STEARNS & WHEELER, LLC



Michael E. Tamblin, P.E., BCEE  
Vice President

MET/dlr

Enclosure

cc: Thom Kleiner, Town of Orangetown (w/enc.)  
Timothy Burns, P.E., NYSEFC (w/enc.)  
Manju Cherian, NYSDEC (w/enc.)  
Robert Butterworth, P.E., Stearns & Wheeler, LLC (w/o enc.)  
Charles Prior, P.E., Stearns & Wheeler, LLC (w/o enc.)





# Stearns & Wheeler, LLC

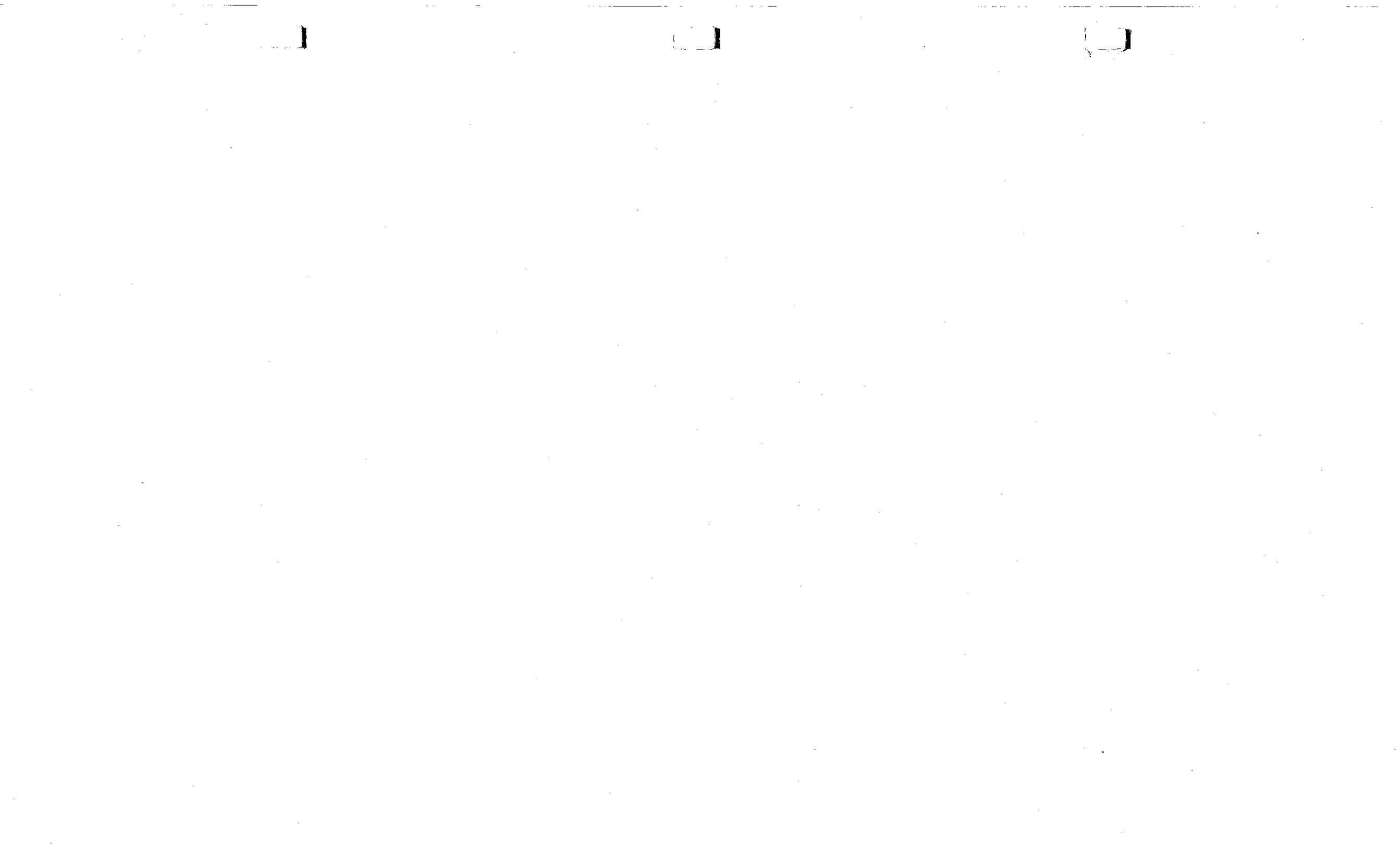
Environmental Engineers and Scientists

PROJECT: Enforcement and Sewer Improvements  
 CONTRACT NO: ES-06-3C GENERAL  
 LOCATION: Town of Chagrin, NY  
 S&W JOB NO: S0189

BIDS OPENED: February 14, 2007 @ 11:00 AM @ Town Clerk's Office

BID ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	Bidder #1		Bidder #2		Bidder #3		Bidder #4		Bidder #5		Bidder #6	
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
15	Asphalt Drives and Parking Areas Replacement	135	SS	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00
16	Concrete Sidewalk and Driveway Replacement	105	SS	\$90.00	\$9,450.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00	\$90.00	\$9,450.00
17	Brick Paver Replacement	20	SS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
18	Concrete Curb Replacement	900	LL	\$15.00	\$13,500.00	\$15.00	\$13,500.00	\$15.00	\$13,500.00	\$15.00	\$13,500.00	\$15.00	\$13,500.00	\$15.00	\$13,500.00
19	Site Restoration	65	LS	\$10,000.00	\$650,000.00	\$10,000.00	\$650,000.00	\$10,000.00	\$650,000.00	\$10,000.00	\$650,000.00	\$10,000.00	\$650,000.00	\$10,000.00	\$650,000.00
20	Concrete-General	10	SS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
21	Manholes of Tackle	15	LS	\$20,000.00	\$300,000.00	\$20,000.00	\$300,000.00	\$20,000.00	\$300,000.00	\$20,000.00	\$300,000.00	\$20,000.00	\$300,000.00	\$20,000.00	\$300,000.00
22	Manholes of Sewage Flow	15	LS	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00
23	Erosion and Sediment Control	15	LS	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00
24	Record Drawings	15	LS	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00	\$5,000.00	\$75,000.00
25	Miscellaneous Additional Work	15	LS	\$50,000.00	\$750,000.00	\$50,000.00	\$750,000.00	\$50,000.00	\$750,000.00	\$50,000.00	\$750,000.00	\$50,000.00	\$750,000.00	\$50,000.00	\$750,000.00
<b>TOTAL</b>				<b>RATE</b>	<b>TOTAL</b>	<b>RATE</b>	<b>TOTAL</b>	<b>RATE</b>	<b>TOTAL</b>	<b>RATE</b>	<b>TOTAL</b>	<b>RATE</b>	<b>TOTAL</b>	<b>RATE</b>	<b>TOTAL</b>
				\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00	\$38.00	\$51,300.00

TOTAL BID AMOUNT: \$1,072,830.00





NOTICE OF POSTING: NOTICE TO BIDDERS FOR CONSTRUCTION OF WASTEWATER TREATMENT PLANT  
AND HUNT ROAD PUMPING STATION IMPROVEMENTS PROJECT.

# EXHIBIT

3-D-07, 3/2/07

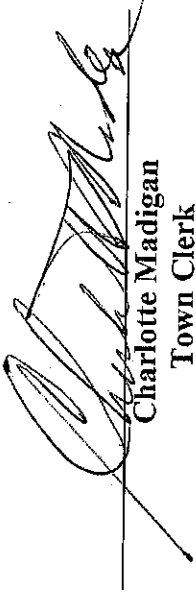
STATE OF NEW YORK            }  
COUNTY OF ROCKLAND        }  
TOWN OF ORANGETOWN         }        SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected,  
Qualified and acting Town Clerk of the *TOWN of ORANGETOWN*, in the County of  
Rockland, State of New York.

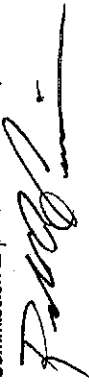
That, on the 16th day of January  
~~2007~~, she caused to be conspicuously posted and fastened up a notice, a true copy of  
which is annexed hereto and made a part of hereof, in the following places, at least one of  
which is a public place within the *TOWN of ORANGETOWN*, New York.

1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 16th day of January, ~~2007~~

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 018200367  
Residing in Rockland County  
Commission Expires December 21, ~~2006~~  


ADVERTISEMENT

i

ADVERTISEMENT FOR BIDS  
WASTEWATER TREATMENT PLANT AND  
HUNT ROAD PUMPING STATION IMPROVEMENTS  
TOWN OF ORANGETOWN, NEW YORK

Sealed proposals for construction of Wastewater Treatment Plant and Hunt Road Pumping Station Improvements Project for the Town of Orangetown, NY will be received by the Town Clerk in her office at Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 until 10:30 a.m. local time on February 14, 2007 and will be publicly opened and read aloud at 11:00 a.m. local time for each of the following contracts:

Contract No. WWTP-06-1G, General  
Contract No. WWTP-06-1E, Electrical  
Contract No. WWTP-06-1HV, HVAC  
Contract No. WWTP-06-1P, Plumbing  
Contract No. WWTP-06-1C, Pipeline

The work consists of constructing upgrades to the Orangetown Wastewater Treatment Plant and Hunt Road Pumping Station, and replacement of the Hunt Road force main and siphon in accordance with the plans and specifications heretofore prepared by Stearns & Wheler.

The Contract Documents may be examined at the following locations:

Stearns & Wheler, LLC  
One Remington Park Drive  
Cazenovia, NY 13035

Town Clerk's Office  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

F. W. Dodge  
6 Wembley Court  
Albany, NY 12205-3859

Eastern Contractors Association  
6 Airline Drive  
Albany, NY 12205

Construction Contractors Association of the Hudson Valley  
330 Meadow Avenue  
Newburgh, NY 12550

Copies of the plans and specifications may be obtained at the Town of Orangetown Town Clerk's office upon submission of a plan deposit in the form of a check or money order payable to the Town of Orangetown in the amount of \$125 per set. If mailing of documents is requested, a separate check payable to Town of Orangetown in the amount of \$25 per set must be included to cover handling and postage fees.

Each bid proposal must be accompanied by a Bid Bond payable to the Town of Orangetown in the amount of 5% of the Total Bid Price, the bid bond forms included in the Bid Proposal Division of the documents being utilized for this purpose.

If, upon acceptance of his bid, a Bidder fails to enter into a Contract with the Town of Orangetown, the bid security shall be forfeited to and become the property of the Town.

No bidder may withdraw his bid within forty-five (45) days after the date of the bid opening. The successful bidder must furnish a 100% Performance and Payment Bond with a surety company satisfactory to the Town of Orangetown and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town Clerk and the Director of the Department of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a regular Town Board meeting.

The Town of Orangetown reserves the right to waive any informalities or to reject any or all bids.

A pre-bid meeting will be held at the Department of Environmental Management and Engineering office at the Orangetown WWTP, 127 Route 303, Orangeburg, NY on January 24, 2007. The meeting will start promptly at 11:00 a.m. local time. Prospective Bidders are strongly encouraged to attend.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

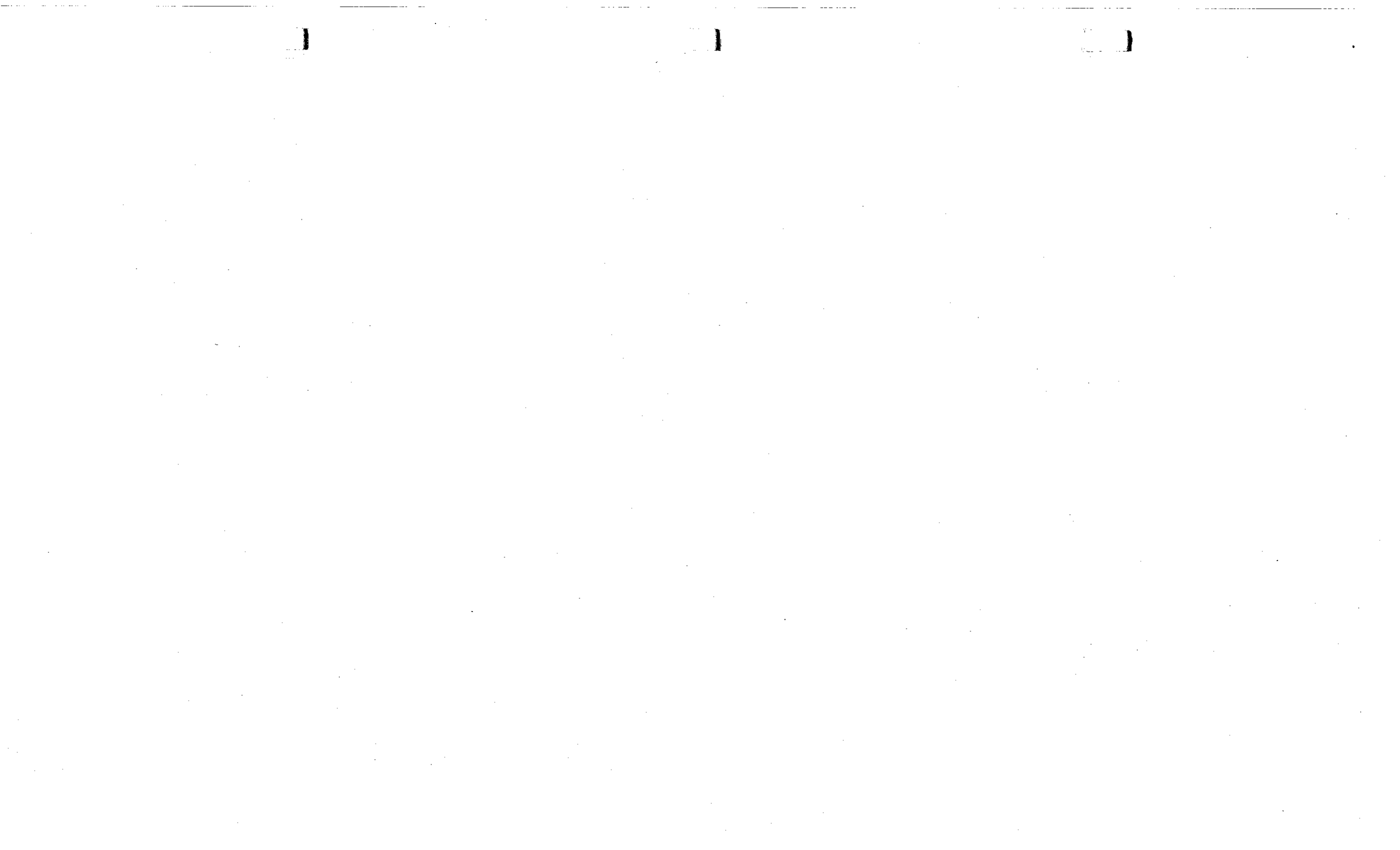
Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlotte Madigan, Town Clerk

Ronald C. Delo, P.E., DEE  
Director of the Department of  
Environmental Management and  
Engineering

Dated: \_\_\_\_\_

5018630.1



**AFFIDAVIT OF PUBLICATION**  
from  
**The Journal News**

LINDA PARELLI

being duly sworn principal clerk of The Journal News, a newspaper published in the County of Westchester, New York, and the notice of which the annexed is a printed copy, was published in the County of Westchester, New York, on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone in which the newspaper was published. (See Legend below)

JN 01/16/07

Signed Linda Parelli  
Sworn to before me

This 17<sup>th</sup> day of January 2007

Linda Parelli  
Notary Public, Westchester County

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff Manor, Buchs, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shn, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mal

**Central Area (AC):**

Ardsey, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hasting, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yon

**Rockland Area (JN or RK):**

Blauvelt, Congers, Gammerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff, Chappaqua, Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mount Pleasant, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplank

**Review Press (BWM):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02147595 Account Number - 058523006

Director of the Department of Environmental Management and Engineering

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

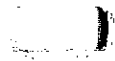
Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699

Albany, NY 12242-5699



BID OPENING TIME: **11:00 AM**

DATE **02/22/07**

<b>CONTRACTOR NAME &amp; ADDRESS</b>	MONTANA CONSTRUCTION CORP. LEDS, NJ	PACT CONSTRUCTION, INC. NEW ROCKWELL, NY	CARBA CONSTRUCTORS RINGLED, NJ	HILBRASH, NJ
	MONTANA BROS INC. NEW ROCKWELL, NY	PACT CONSTRUCTION, INC. RINGLED, NJ	CARBA CONSTRUCTORS RINGLED, NJ	HILBRASH, NJ

<b>DATE RECEIVED</b>	2/22/2007	2/22/2007	2/21/2007	2/22/2007
<b>TIME RECEIVED</b>	10:20AM	9:15 AM	2:44PM	9:43AM
<b>MINI COLLISION STATEMENT</b>	YES	YES	YES	YES
<b>BID BOND or CERTIFIED CHECK</b>	YES	YES	YES	YES

**PIPELINE**

(Bid Item #14) 1000 Cubic Yards / Excavation Below Subgrade, Test Pits, and Exploratory Excavations - Pipeline Construction, for

<b>Unit Price</b>	\$10.00	\$45.00	\$10.00	\$16.00
<b>Total</b>	\$10,000.00	\$45,000.00	\$10,000.00	\$10,000.00

(Bid Item #15A) 250 Cubic Yards / Pipe Trench Special Material - Type A-2 Borrow Material, for

<b>Unit Price</b>	\$50.00	\$45.00	\$25.00	\$75.00
<b>Total</b>	\$12,500.00	\$11,250.00	\$6,250.00	\$18,750.00

(Bid Item #16B) 260 Cubic Yards / Pipe Trench Special Material - Type D-2 Stone Bedding, for

<b>Unit Price</b>	\$50.00	\$57.00	\$25.00	\$75.00
<b>Total</b>	\$12,500.00	\$12,750.00	\$6,250.00	\$18,750.00

(Bid Item #18) 200 Cubic Yards / Rock Excavation, for

<b>Unit Price</b>	\$25.00	\$25.00	\$150.00	\$250.00
<b>Total</b>	\$5,000.00	\$5,000.00	\$30,000.00	\$50,000.00

(Bid Item #17) 680 Linear Feet / 24 Inch PVC Gravity Sewer, for

<b>Unit Price</b>	\$175.00	\$142.00	\$240.00	\$200.00
<b>Total</b>	\$120,750.00	\$97,980.00	\$165,600.00	\$138,000.00

(Bid Item #18) 6,800 Linear Feet / 24 Inch DIP Sewer Force Main, for

<b>Unit Price</b>	\$175.00	\$199.00	\$281.00	\$257.00
<b>Total</b>	\$1,190,000.00	\$1,353,200.00	\$1,919,800.00	\$1,747,600.00

(Bid Item #19A) 3,100 Linear Feet / 16 Inch DIP Sewer Siphon, for

<b>Unit Price</b>	\$150.00	\$192.00	\$245.00	\$160.00
<b>Total</b>	\$465,000.00	\$595,200.00	\$759,500.00	\$496,000.00

(Bid Item #19B) 3,100 Linear Feet / 18 Inch DIP Sewer Siphon, for

<b>Unit Price</b>	\$160.00	\$200.00	\$250.00	\$170.00
<b>Total</b>	\$496,000.00	\$620,000.00	\$775,000.00	\$527,000.00

(Bid Item #20) 10 Each / Gravity Sewer Manholes, for

<b>Unit Price</b>	\$1.01	\$4,300.00	\$4,500.00	\$2,000.00
<b>Total</b>	\$1.01	\$43,300.00	\$45,000.00	\$20,000.00

DISTR: TB, TK, Delo, Stearns + Wheeler

HUNT ROAD PUMPING STATION { PIPELINE }

BID OPENING TIME: 11:00 AM

DATE 02/22/07

CONTRACTOR NAME & ADDRESS	Mtanta Construction Corp. Inc. NJ	Carb Constructors Corp NJ	Hillsborough NJ
	Montlaine Bros Inc. NJ	Fact Constructon Inc. NJ	Kingston NJ
	New Rochelle, NY		

DATE RECEIVED	2/22/07	2/22/2007	2/22/2007	2/22/2007
TIME RECEIVED	10:20 AM	9:15 AM	2:44 PM	9:43 AM
NON COLLISION STATEMENT	YES	YES	YES	YES
BID BOUND BY CERTIFIED CHECK	YES	YES	YES	YES

PIPELINE {Continued}

{Bid Item #2D} 800 Square Feet / PVC Manhole Lining, for

Unit Price	\$ 0.01	\$ 28.00	\$ 20.00	\$ 10.00
Total	\$ 8.00	\$ 22,400.00	\$ 16,000.00	\$ 8,000.00

{Bid Item #2A} 2 Each / Force Main Air Release Vault, for

Unit Price	\$ 85,000.00	\$ 8,000.00	\$ 38,000.00	\$ 85,000.00
Total	\$ 170,000.00	\$ 160,000.00	\$ 76,000.00	\$ 170,000.00

{Bid Item #2B} 1 Each / Force Main Cleanout Vault, for

Unit Price	\$ 85,000.00	\$ 68,000.00	\$ 35,000.00	\$ 80,000.00
Total	\$ 85,000.00	\$ 68,000.00	\$ 35,000.00	\$ 80,000.00

{Bid Item #2C} 1 Each / Force Main Air Release and Cleanout Vault, for

Unit Price	\$ 85,000.00	\$ 90,000.00	\$ 50,000.00	\$ 100,000.00
Total	\$ 85,000.00	\$ 90,000.00	\$ 50,000.00	\$ 100,000.00

{Bid Item #2D} 1 Each / Siphon Inlet and Interconnection Vaults, for

Unit Price	\$ 45,000.00	\$ 29,000.00	\$ 30,000.00	\$ 20,000.00
Total	\$ 45,000.00	\$ 29,000.00	\$ 30,000.00	\$ 20,000.00

{Bid Item #23A} 650 Linear Feet / Testing / TV Inspection of Gravity Sewers, for

Unit Price	\$ 2.00	\$ 3.00	\$ 2.00	\$ 2.00
Total	\$ 1,380.00	\$ 2,070.00	\$ 1,380.00	\$ 1,380.00

{Bid Item #23B} 13,000 Linear Feet / Testing of Force Mains and Siphons, for

Unit Price	\$ 1.00	\$ 2.00	\$ 1.00	\$ 1.00
Total	\$ 13,000.00	\$ 26,000.00	\$ 13,000.00	\$ 13,000.00

{Bid Item #24A} Lump Sum / Bored 16 - and - 18 - Inch Ductile Iron Siphon Railroad Crossing, for

Unit Price	\$ 400,000.00	\$ 498,000.00	\$ 243,000.00	\$ 472,000.00
Total	\$ 400,000.00	\$ 498,000.00	\$ 243,000.00	\$ 472,000.00

{Bid Item #24B} Lump Sum / Bored 16 - and 18 - Inch Ductile Iron Siphon State Road Crossing, for

Unit Price	\$ 400,000.00	\$ 345,000.00	\$ 200,000.00	\$ 350,000.00
Total	\$ 400,000.00	\$ 345,000.00	\$ 200,000.00	\$ 350,000.00



HUNT ROAD PUMPING STATION { PIPELINE }

BID OPENING TIME:

11:00 AM

DATE

02/22/07

CONTRACTOR NAME & ADDRESS	MONTANA CONSTRUCTION CORP. Lodi, NJ	MONTAGANO BROS INC. NEW ROCKVILLE, OH	PACT CONSTRUCTION INC. KINGSTON, NJ	CARBO CONSTRUCTORS CORP Hillsborough, NJ

DATE RECEIVED	2/22/2007	2/22/2007	2/21/2007	2/22/2007
TIME RECEIVED	10:20 AM	9:45 AM	2:44 PM	9:48 AM
NON COLLISION STATEMENT	YES	YES	YES	YES
BID BOUND BY CERTIFIED CHECK	YES	YES	YES	YES

PIPELINE {Continued}

{Bid Item #25} 5000 Square Yards / Pavement Subbase, for

Unit Price	\$10.00	\$16.00	\$10.00	\$20.00
Total	\$50,000.00	\$80,000.00	\$50,000.00	\$100,000.00

{Bid Item #26} 3,700 Square Feet / Temporary Asphalt Paving for County / Town / Village, for

Unit Price	\$10.00	\$19.00	\$10.00	\$10.00
Total	\$37,000.00	\$70,300.00	\$57,000.00	\$37,000.00

{Bid Item #27A} 4,100 Square Feet / Final Paving - Base Course for Town / Village Roads, for

Unit Price	\$ .01	\$ 33.00	\$ 30.00	\$ 21.00
Total	\$ 41.00	\$ 135,300.00	\$ 123,000.00	\$ 86,100.00

{Bid Item #27B} 600 Square Yards / Final Paving - Base Course for County Roads, for

Unit Price	\$ .01	\$ 103.00	\$ 35.00	\$ 26.00
Total	\$ 6.00	\$ 61,800.00	\$ 21,000.00	\$ 15,600.00

{Bid Item #28A} 7,200 Square Yards / Top Course Paving for Town / Village Roads, for

Unit Price	\$ .01	\$ 15.00	\$ 14.00	\$ 8.00
Total	\$ 72.00	\$ 108,000.00	\$ 100,800.00	\$ 57,600.00

{Bid Item #28B} 900 Square Yards / Top Course Paving for County Roads, for

Unit Price	\$ .01	\$ 28.00	\$ 22.00	\$ 18.00
Total	\$ 9.00	\$ 25,200.00	\$ 19,800.00	\$ 16,200.00

{Bid Item #28} 70 Square Yards / Asphalt Drives and Parking Areas, for

Unit Price	\$ 10.00	\$ 44.00	\$ 35.00	\$ 26.00
Total	\$ 700.00	\$ 3,080.00	\$ 2,450.00	\$ 1,820.00

{Bid Item #30} 225 Square Yards / Concrete Driveway and Sidewalk Replacement, for

Unit Price	\$ 70.00	\$ 85.00	\$ 60.00	\$ 17.00
Total	\$ 15,750.00	\$ 19,125.00	\$ 13,500.00	\$ 3,825.00

{Bid Item #30} 800 Linear Feet / Concrete Curb Replacement, for

Unit Price	\$ 20.00	\$ 28.00	\$ 40.00	\$ 25.00
Total	\$ 18,000.00	\$ 25,200.00	\$ 36,000.00	\$ 22,500.00

HUNT ROAD PUMPING STATION { PIPELINE }

BID OPENING TIME: 11:00 AM

DATE 02/22/07

CONTRACTOR NAME & ADDRESS	Martina Construction Corp. (NJ)	New Keweenaw, NY	Pact Construction Inc. (NJ)	Carbo Constructors Corp. (NJ)	Hillsborough, NJ
	Martinsano Bros Inc. (NJ)	New Keweenaw, NY	Pact Construction Inc. (NJ)	Carbo Constructors Corp. (NJ)	Hillsborough, NJ

DATE RECEIVED	2/22/2007	2/22/2007	2/21/2007	2/22/2007
TIME RECEIVED	10:20 AM	9:15 AM	2:44 PM	9:43 AM
HOW COLLISION STATEMENT	YES	YES	YES	YES
BID BOND or CERTIFIED CHECK	YES	YES	YES	YES

PIPELINE {Continued}

{Bid Item #32} Lump Sum / Site Restoration, for

Unit Price	\$150,000.00	\$193,000.00	\$15,000.00	\$16,000.00
Total	\$150,000.00	\$193,000.00	\$10,000.00	\$10,000.00

{Bid Item #33} Lump Sum / Maintenance of Traffic, for

Unit Price	\$20,000.00	\$148,000.00	\$20,000.00	\$20,000.00
Total	\$20,000.00	\$148,000.00	\$20,000.00	\$20,000.00

{Bid Item #34} Lump Sum / Maintenance of Sewage Flow, for

Unit Price	\$5,000.00	\$15,000.00	\$18,000.00	\$2,500.00
Total	\$5,000.00	\$15,000.00	\$18,000.00	\$2,500.00

{Bid Item #35} Lump Sum / Erosion and Sediment Control, for

Unit Price	\$10,000.00	\$140,000.00	\$3,000.00	\$75,000.00
Total	\$10,000.00	\$140,000.00	\$3,000.00	\$75,000.00

{Bid Item #36} Lump Sum / Pipeline Record Drawings, for

Unit Price	\$5,000.00	\$6,000.00	\$5,000.00	\$5,000.00
Total	\$5,000.00	\$6,000.00	\$5,000.00	\$5,000.00

{Bid Item #37} Lump Sum / Mobilization and Miscellaneous, Pipeline, for

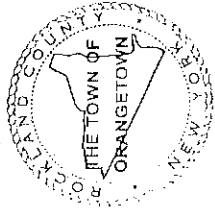
Unit Price	\$200,000.00	\$265,000.00	\$6,000.00	\$250,000.00
Total	\$200,000.00	\$265,000.00	\$6,000.00	\$250,000.00

{Bid Item #38} Lump Sum / Miscellaneous Additional Work, for

Unit Price	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Total	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00

{Bid Item #39} 100 cubic yards/Removal of Asbestos, for

UNIT PRICE	\$1.01	\$600.00	\$86.00	\$300.00
Total	\$1.00	\$60,000.00	\$8,600.00	\$30,000.00
TOTAL	\$4,322,717.10	\$5,678,855.00	\$5,146,930.00	\$5,273,625.00




Res # 184  
3/12/07

**Department of Environmental Management and Engineering  
Town of Orangetown**

Route 303 Orangeburg New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951

March 5, 2007

To: Thom Kleiner, Supervisor  
Town Board

From: Ronald C. Delo, P.E., BCEE   
Director

Re: **Contract No. WWTP-06-1C**  
**Hunt Road Force Main and Siphon**

Bids were received for the above referenced contract on February 22, 2007, and Stearns & Wheeler and I recommend award to the lowest bidder, Montana Construction Corp., Inc., Lodi, N.J. at a Total Bid Amount of \$4,322,717.10.

The Contractor's bid was checked and found to be complete and accurate.

Please note that four bids were received.

For your information the amount of this bid is within the Sewer District's budgeted amount of \$4,720,000 for this project in the \$34.9 million Capital Improvement Plan.

Should you have any questions on the above, please contact me.

Enclosed is a copy of Stearns & Wheeler, LLC's letter of recommendation regarding the above.

Thank you for your consideration in this matter.

# Stearns & Wheler, LLC

Environmental Engineers and Scientists

One Remington Park Drive  
Cazenovia, NY 13035

tel. (315) 655-8161

fax. (315) 655-4180

web. www.stearnswheler.com

March 2, 2007

Mr. Ronald C. Delo, P.E., Director  
Department of Environmental Management and Engineering  
Town of Orangetown  
Route 303  
Orangetown, NY 10962

Re: WWTP and Hunt Road Pumping Station Improvements Pipeline Contract  
Town of Orangetown  
Orangetown, New York  
S&W No. 50186.0

Dear Mr. Delo:

Four bids were received by the Town of Orangetown and opened for Contract No. WWTP-06-1C. Wastewater Treatment Plant and Hunt Road Pumping Station Improvements Pipeline Contract, on Thursday, February 22, 2007. All bids are listed on the enclosed Canvass of Bids. The low bid submitted is:

Contract No.	Low Bidder	Total Bid Amount
WWTP-06-1C	Montana Construction Corp., Inc. 80 Contant Avenue Lodi, NJ 07644	\$4,322,717.10

Per the Contract Documents, the contracts are to be awarded based on the lowest responsive bid. This Contractor has submitted the required documents for bidding per Contract WWTP-06-1C. Stearns and Wheler has reviewed these documents for completeness and have found no errors. In addition, we have checked references submitted in the bid proposal for the low bidder. Based on our review, we recommend this contract be awarded to Montana Construction Corp., Inc. in the amount they bid. We have also contacted representatives of this contractor who have recognized that there is a significant difference between their bid and the next bidder, but have indicated to us they are willing to proceed with the project's scope of work.



Mr. Ronald C. Delo, P.E., Director  
Town of Orangetown

March 2, 2007  
Page 2

If you have any questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

STEARNS & WHEELER, LLC



Michael E. Tamblin, P.E., BCCEE  
Vice President

MET/mmb:dlr

Enclosure

cc: Thom Kleiner, Town of Orangetown (w/enc.)  
Timothy Burns, P.E., NYSEFC (w/enc.)  
Manju Cherian, NYSDEC (w/enc.)  
Robert Butterworth, P.E., Stearns & Wheeler, LLC (w/o enc.)  
Charles Prior, P.E. Stearns & Wheeler, LLC (w/o enc.)



# Stearns & Wheler, LLC

Environmental Engineers and Scientists

PROJECT: WWT and Hunt Road Pumping Station Improvements

CONTRACT NO.: WWT-06-1C (Piping)

LOCATION: Town of Orange town, NY

S&W JOB NO.: 50186

BIDS OPENED: February 22, 2007 at 11:00 AM at Town Clerk's Office

BID ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	Bidder #1				Bidder #2				Bidder #3				Bidder #4			
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL		
14	Excavation Below Subgrade, Test Pits, and Exploratory Excavations	1000	CV	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$45.00	\$45,000.00	\$45.00	\$45,000.00	\$45.00	\$45,000.00		
15A	Pipe Trench Special Material - Type A-2	250	CV	\$50.00	\$12,500.00	\$25.00	\$6,250.00	\$25.00	\$6,250.00	\$75.00	\$18,750.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00		
15B	Pipe Trench Special Material - Type 12-2 Stone Bedding	250	CV	\$50.00	\$12,500.00	\$25.00	\$6,250.00	\$25.00	\$6,250.00	\$75.00	\$18,750.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00	\$45.00	\$11,250.00		
16	Rock Excavation	200	CV	\$25.00	\$5,000.00	\$150.00	\$30,000.00	\$250.00	\$50,000.00	\$50.00	\$10,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00	\$25.00	\$5,000.00		
17	24-Inch PVC Gravity Sewer	690	LF	\$175.00	\$120,750.00	\$210.00	\$145,800.00	\$165,600.00	\$114,210.00	\$210.00	\$145,800.00	\$138,000.00	\$97,980.00	\$142.00	\$97,980.00	\$142.00	\$97,980.00		
18	24-Inch DIP Sewer Foreman	6800	LF	\$175.00	\$1,190,000.00	\$281.00	\$1,910,800.00	\$791,500.00	\$5,380,700.00	\$257.00	\$1,747,600.00	\$196,000.00	\$1,353,200.00	\$199.00	\$1,353,200.00	\$199.00	\$1,353,200.00		
19A	16-Inch DIP Sewer Siphon	3100	LF	\$150.00	\$465,000.00	\$245.00	\$759,500.00	\$160.00	\$496,000.00	\$160.00	\$496,000.00	\$192.00	\$595,200.00	\$192.00	\$595,200.00	\$192.00	\$595,200.00		
19B	18-Inch DIP Sewer Siphon	3100	LF	\$160.00	\$496,000.00	\$250.00	\$775,000.00	\$170.00	\$527,000.00	\$200.00	\$620,000.00	\$200.00	\$620,000.00	\$200.00	\$620,000.00	\$200.00	\$620,000.00		
20	Gravity Sewer Manholes	10	EA	\$0.10	\$1.00	\$450.00	\$4,500.00	\$500.00	\$5,000.00	\$2,000.00	\$20,000.00	\$430.00	\$4,300.00	\$430.00	\$4,300.00	\$430.00	\$4,300.00		
21	PVC Manhole Lining	800	SF	\$0.01	\$8.00	\$20.00	\$16,000.00	\$8.00	\$6,400.00	\$10.00	\$8,000.00	\$28.00	\$22,400.00	\$28.00	\$22,400.00	\$28.00	\$22,400.00		
22A	Force Main Air Release Vault	2	EA	\$85,000.00	\$170,000.00	\$38,000.00	\$76,000.00	\$76,000.00	\$152,000.00	\$85,000.00	\$170,000.00	\$80,000.00	\$160,000.00	\$80,000.00	\$160,000.00	\$80,000.00	\$160,000.00		
22B	Force Main Cleanout Vault	1	EA	\$85,000.00	\$85,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$55,000.00	\$80,000.00	\$80,000.00	\$68,000.00	\$68,000.00	\$68,000.00	\$68,000.00	\$68,000.00			
22C	Force Main Air Release and Cleanout Vault	1	EA	\$85,000.00	\$85,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00	\$90,000.00			
22D	Siphon Inlet and Interconnection Valves	1	EA	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00	\$29,000.00			
23A	Testing/TV Inspection of Gravity Sewers	690	LF	\$2.00	\$1,380.00	\$2.00	\$1,380.00	\$1,380.00	\$1,380.00	\$2.00	\$1,380.00	\$3.00	\$2,070.00	\$3.00	\$2,070.00	\$3.00	\$2,070.00		
23B	Testing of Force Mains and Siphons	13300	LF	\$1.00	\$13,300.00	\$1.00	\$13,300.00	\$13,300.00	\$13,300.00	\$1.00	\$13,300.00	\$2.00	\$26,600.00	\$2.00	\$26,600.00	\$2.00	\$26,600.00		
BID A	Bored 16- and 18-Inch Diethylene Siphon Railroad Crossing		LS	\$400,000.00	\$400,000.00	\$213,000.00	\$213,000.00	\$213,000.00	\$213,000.00	\$472,000.00	\$472,000.00	\$498,000.00	\$498,000.00	\$498,000.00	\$498,000.00	\$498,000.00			
BID B	Bored 16- and 18-Inch Diethylene Siphon State Road Crossing		LS	\$400,000.00	\$400,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$350,000.00	\$350,000.00	\$345,000.00	\$345,000.00	\$345,000.00	\$345,000.00	\$345,000.00			
25	Pavement Subbase	5000	SV	\$10.00	\$50,000.00	\$10.00	\$50,000.00	\$50,000.00	\$50,000.00	\$20.00	\$100,000.00	\$16.00	\$80,000.00	\$16.00	\$80,000.00	\$16.00	\$80,000.00		
26	Temporary Asphalt Paving for County/Town/Village	3700	SV	\$10.00	\$37,000.00	\$10.00	\$37,000.00	\$37,000.00	\$37,000.00	\$10.00	\$37,000.00	\$19.00	\$70,300.00	\$19.00	\$70,300.00	\$19.00	\$70,300.00		

# Stearns & Wheeler, LLC

Environmental Engineers and Scientists  
 PROJECT: WWT and Hunt Road Pumping Station Improvements  
 CONTRACT NO: WWT-06-1C (Pipelining)

LOCATION: Town of Orangeburg, NY

S&W JOB NO.: 50186

BIDS OPENED: February 22, 2007 @ 11:00 AM @ Town Clerk's Office

## CANVASS OF BIDS

BID ITEM NO.	BID ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNITS	Bidder #1		Bidder #2		Bidder #3		Bidder #4		TOTAL BID AMOUNT
				RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	
27A	Final Paving - Base Course for Town/Village Roads	1100	ss	\$0.01	\$11.00	\$30.00	\$123,000.00	\$21.00	\$86,100.00	\$33.00	\$135,300.00	
27B	Roads Paving Restoration for County	600	ss	\$0.01	\$6.00	\$21,000.00	\$21,000.00	\$26.00	\$15,600.00	\$103.00	\$61,800.00	
28A	Top Course Paving for Town/Village Roads	7200	ss	\$0.01	\$72.00	\$14,400.00	\$100,800.00	\$8.00	\$57,600.00	\$15.00	\$108,000.00	
28B	Top Course Paving for County Roads	900	ss	\$0.01	\$9.00	\$22.00	\$19,800.00	\$18.00	\$16,200.00	\$28.00	\$25,200.00	
29	Asphalt Drives and Parking Areas	70	ss	\$10.00	\$700.00	\$45.00	\$1,575.00	\$26.00	\$1,820.00	\$44.00	\$3,080.00	
30	Concrete Sidewalk and Driveway Replacement	225	ss	\$70.00	\$15,750.00	\$60.00	\$13,500.00	\$17.00	\$3,825.00	\$85.00	\$19,125.00	
31	Concrete Curb Replacement	900	lf	\$20.00	\$18,000.00	\$40.00	\$36,000.00	\$25.00	\$22,500.00	\$28.00	\$25,200.00	
32	Site Restoration		ls	\$150,000.00	\$150,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$193,000.00	\$193,000.00	
33	Maintenance of Traffic		ls	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00	
34	Maintenance of Sewage Flow		ls	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	
35	Erosion and Sediment Control		ls	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00	\$75,000.00	\$75,000.00	\$140,000.00	\$140,000.00	
36	Pipeline Record Drawings		ls	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	
37	Mobilization/Demobilization and Miscellaneous Pipeline		ls	\$200,000.00	\$200,000.00	\$6,000.00	\$6,000.00	\$250,000.00	\$250,000.00	\$265,000.00	\$265,000.00	
38	Miscellaneous Additional Work		ls	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00	
39	Removal of Asbestos	100	ss	\$0.01	\$1.00	\$86.00	\$86,000.00	\$300.00	\$300.00	\$600.00	\$600.00	
				TOTAL		TOTAL		TOTAL		TOTAL		
				RATE		RATE		RATE		RATE		
				(973) 478-5200		(908) 788-1085		(908) 281-9220		(914) 235-4800		
				Moniana Construction Corp Inc 80 Conant Ave Lodi, NJ 07044		Pact Construction Inc P O Box 74, 554 Route 31 Ringoes, NJ 08531		Cabo Contractors Corp 605 Conant Drive Lliffborough, NJ 08844		Montesano Bros Inc 76 Plain Ave New Rochelle, NY 10801		
				\$4,222,717.10		\$5,146,930.00		\$5,273,625.00		\$5,678,855.00		

1

2

3



NOTICE OF POSTING: NOTICE TO BIDDERS FOR CONSTRUCTION OF WASTEWATER TREATMENT PLANT  
AND HUNT ROAD PUMPING STATION IMPROVEMENTS PROJECT.

# EXHIBIT

3E-07, 3/12/07

STATE OF NEW YORK        }  
COUNTY OF ROCKLAND    }  
TOWN OF ORANGETOWN     }        SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected,  
Qualified and acting Town Clerk of the **TOWN of ORANGETOWN**, in the County of  
Rockland, State of New York.

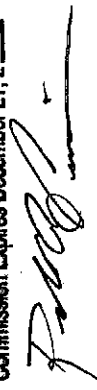
That, on the 16th day of January  
2007, she caused to be conspicuously posted and fastened up a notice, a true copy of  
which is annexed hereto and made a part of hereof, in the following places, at least one of  
which is a public place within the **TOWN of ORANGETOWN**, New York.

1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 16th day of January, 2007

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 0195005657  
Residing in Rockland County  
Commission Expires December 21, 2006  


ADVERTISEMENT

i

ADVERTISEMENT FOR BIDS  
WASTEWATER TREATMENT PLANT AND  
HUNT ROAD PUMPING STATION IMPROVEMENTS  
TOWN OF ORANGETOWN, NEW YORK

Sealed proposals for construction of Wastewater Treatment Plant and Hunt Road Pumping Station Improvements Project for the Town of Orangetown, NY will be received by the Town Clerk in her office at Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 until 10:30 a.m. local time on February 14, 2007 and will be publicly opened and read aloud at 11:00 a.m. local time for each of the following contracts:

Contract No. WWTP-06-1G, General  
Contract No. WWTP-06-1E, Electrical  
Contract No. WWTP-06-1HV, HVAC  
Contract No. WWTP-06-1P, Plumbing  
Contract No. WWTP-06-1C, Pipeline

The work consists of constructing upgrades to the Orangetown Wastewater Treatment Plant and Hunt Road Pumping Station, and replacement of the Hunt Road force main and siphon in accordance with the plans and specifications heretofore prepared by Stearns & Wheler.

The Contract Documents may be examined at the following locations:

Stearns & Wheler, LLC  
One Remington Park Drive  
Cazenovia, NY 13035  
Town Clerk's Office  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, NY 10962

E. W. Dodge  
6 Wembley Court  
Albany, NY 12205-3859  
Eastern Contractors Association  
6 Airline Drive  
Albany, NY 12205

Construction Contractors Association of the Hudson Valley  
330 Meadow Avenue  
Newburgh, NY 12550

Copies of the plans and specifications may be obtained at the Town of Orangetown Town Clerk's office upon submission of a plan deposit in the form of a check or money order payable to the Town of Orangetown in the amount of \$125 per set. If mailing of documents is requested, a separate check payable to Town of Orangetown in the amount of \$25 per set must be included to cover handling and postage fees.

5018630.1

Each bid proposal must be accompanied by a Bid Bond payable to the Town of Orangetown in the amount of 5% of the Total Bid Price, the bid bond forms included in the Bid Proposal Division of the documents being utilized for this purpose.

If, upon acceptance of his bid, a Bidder fails to enter into a Contract with the Town of Orangetown, the bid security shall be forfeited to and become the property of the Town.

No bidder may withdraw his bid within forty-five (45) days after the date of the bid opening. The successful bidder must furnish a 100% Performance and Payment Bond with a surety company satisfactory to the Town of Orangetown and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town Clerk and the Director of the Department of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a regular Town Board meeting.

The Town of Orangetown reserves the right to waive any informalities or to reject any or all bids.

A pre-bid meeting will be held at the Department of Environmental Management and Engineering office at the Orangetown WWTP, 127 Route 303, Orangeburg, NY on January 24, 2007. The meeting will start promptly at 11:00 a.m. local time. Prospective Bidders are strongly encouraged to attend.

Contractor warrants and represents that all employees and independent contractors affiliated with or employed by such contractors or any subcontractors shall be compensated at the prevailing wage, including, where applicable, wage rates mandated by the New York State Department of Labor for the work performed in connection with any project.

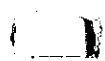
Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. This certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlotte Madigan, Town Clerk

Ronald C. Delo, P.E., DEE  
Director of the Department of  
Environmental Management and  
Engineering

Dated: \_\_\_\_\_

5018630.1



**AFFIDAVIT OF PUBLICATION**  
from  
**The Journal News**

LINDA PARELLI

being duly sworn principal clerk of The Journal News, a newspaper published in the County of New York, and the notice of which the annexed is a printed copy, was put area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone published. (See Legend below)

JN 01/16/07

Signed *Linda Parelli*  
Sworn to before me

This 17<sup>th</sup> day of January 2007

*Linda Parelli*  
Notary Public, Westchester County

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff Manor, Bucha Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mar

**Central Area (AC):**

Ardsey, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hasting Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown,

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonk

**Rockland Area (JN or RK):**

Blauvelt, Congers, Gammerville, Haverstraw, Hillburn, Monsey, Nanuet, New City Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thielis, Tomkins Cove, Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff, Chappaqua Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mof Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplan

**Review Press (BVM):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

6 Orangeburg Road  
Orangeburg, NY 10962  
E-Mail: [info@journalnews.com](mailto:info@journalnews.com)  
5 Members  
Albany, NY 12205-3699

Eastern Commercial  
650 Main Street  
Albany, NY 12205

Construction Contractors  
Association of the Hudson Valley  
200 Meadow Avenue  
Newburgh, NY 12550

Copies of the plans and specifications may be obtained at the Town of Orangeburg Town Clerk's office upon submission of a plan deposit in the form of a check or money order payable to the Town of Orangeburg in the amount of \$75 per set. In the amount of documents is less than a separate check payable to the Town of Orangeburg in the amount of \$25 per set must be included to cover handling and postage fees.

Each bid proposal must be accompanied by a Bid Bond payable to the Town of Orangeburg in the amount of 5% of the Total Bid Price; the bid bond forms included in the Bid Proposal Division of the documents being utilized for this purpose.

If, upon acceptance of his bid, a Bidder fails to enter into a Contract with the Town of Orangeburg, the bid security shall be forfeited to and become the property of the Town.

No bidder may withdraw his bid within forty-five (45) days after the date of the bid opening. The successful bidder must furnish a 100% Performance and Payment Bond with surety company satisfactory to the Town of Orangeburg and conforming to the prerequisite requirements of Article 5 of the General Conditions.

The Town Clerk and the Director of Environmental Management and Engineering will submit a report to the Town Board of all bids received and their recommendations concerning the awarding of a contract at a regular Town Board meeting.

The Town of Orangeburg reserves the right to waive any of the formalities or to reject any of all bids.

A pre-bid meeting will be held at the Department of Environmental Management and Engineering office at the Orangeburg WWTWP on January 24, 2007. The meeting will start promptly at 11:00 a.m. local time. Prospective Bidders are strongly encouraged to attend.

Contractor's warrants and requests for all employees and independent contractors affiliated with or employed by such contractors on any subcontractors shall be superseded at the prevailing wage including, where applicable, wages mandated by the New York State Department of Labor for the work performed in connection with any project.

Bidders are required to certify, under penalty of perjury, that bids have been prepared without collusion with other bidders, subcontractors, suppliers, etc. The certification is included with the Bid Proposal which each Bidder must sign in the space provided.

Charlebois Madigan, Town Clerk  
Ronald C. DeLoe, P.E., DEE

Director of the Department of Environmental Management and Engineering  
Dated:

he is the  
nd State  
wspaper  
as

r, Croton Falls,  
ntrose, Mount  
Waccabuc,  
tterson  
ngton, Larchmont,  
enburgh  
urg, Sparkill,  
r, Piemont,  
alls, Goldens  
Pleasantville,

**ADVERTISEMENT FOR BIDS  
WASTEWATER TREATMENT  
PLANT AND PUMPING STATION  
IMPROVEMENTS  
TOWN OF ORANGETOWN,  
NEW YORK**

Sealed proposals for construction of Wastewater Treatment Plant and Pumping Station Improvements, Project for the Town of Orangetown, NY will be received by the Town Clerk in her office at Town Hall, 26 Orangeburg Road, Orangeburg, NY 10962 until 10:30 a.m. local time on February 14, 2007 and will be publicly opened and read aloud at 11:00 a.m. local time for each of the following contracts:

- Contract No. WWTWP-06-1G, General
- Contract No. WWTWP-06-1E, Electrical
- Contract No. WWTWP-06-1H, HVAC
- Contract No. WWTWP-06-1P, Plumbing
- Contract No. WWTWP-06-1C, Pipeline

The work consists of constructing upgrades to the Orangetown Wastewater Treatment Plant and Hunt Road Pumping Station, and replacement of the Hunt Road force main and siphon in accordance with the plans and specifications prepared by Stearns & Wheeler.

The Contract Documents may be examined at the following locations:

- Stearns & Wheeler, LLC  
One Remington Park Drive  
Cazenovia, NY 13035

Town Clerk's Office  
Town of Orangetown

1

2

3

BID OPENING TIME:

11:00 AM

DATE

02/22/07

CONTRACTOR  
NAME  
&  
ADDRESS

Perreca Electric  
Newburgh, NY  
FANSHAW INC.  
MANUETT, NY  
OUR BRIGHT  
ELECTRIC  
WEST NYACK, NY

DATE RECEIVED	2.22.2007	2/22/2007	2/22/2007
TIME RECEIVED	10:13 AM	10:17 AM	10:24 AM
NON COLLISION	✓	✓	✓
STATEMENT			
BID BOUND	✓	✓	✓
CERTIFIED CHECK			

ELECTRICAL

{Bid Item #8A} 100 Linear Feet / 1/2 Inch Type A Conduit, for

Unit Price	\$ 10.20	\$ 20.00	\$ 9.22
Total	\$ 1,020.00	\$ 2,000.00	\$ 922.00

{Bid Item #8B} 1000 Linear Feet / 3/4 Inch Type A Conduit, for

Unit Price	\$ 12.43	\$ 20.00	\$ 11.56
Total	\$ 12,430.00	\$ 20,000.00	\$ 11,560.00

{Bid Item #8C} 200 Linear Feet / 3/4 Inch Type B Conduit, for

Unit Price	\$ 6.65	\$ 15.00	\$ 3.96
Total	\$ 1,330.00	\$ 3,000.00	\$ 792.00

{Bid Item #8D} 200 Linear Feet / 3/4 Inch Type D - 1 Conduit, for

Unit Price	\$ 6.94	\$ 15.00	\$ 4.27
Total	\$ 1,388.00	\$ 3,000.00	\$ 854.00

{Bid Item #8E} 500 Linear Feet / 3/4 Inch Type E - 1 Conduit, for

Unit Price	\$ 19.44	\$ 25.00	\$ 17.00
Total	\$ 9,720.00	\$ 12,500.00	\$ 8,500.00

{Bid Item #8F} 4000 Linear Feet / No. 14 AWG, Type THWN Conductor, for

Unit Price	\$ 0.60	\$ 7.00	\$ 0.85
Total	\$ 2,400.00	\$ 28,000.00	\$ 3,400.00

{Bid Item #8G} 2000 Linear Feet / No. 12 AWG, Type THWN Conductor, for

Unit Price	\$ 0.76	\$ 7.00	\$ 0.91
Total	\$ 1,520.00	\$ 14,000.00	\$ 1,820.00

{Bid Item #8H} 1000 Linear / 10 - 2 #16 Shielded Instrumentation Cable (TSP), for

Unit Price	\$ 1.15	\$ 7.00	\$ 0.49
Total	\$ 1,150.00	\$ 7,000.00	\$ 490.00

DIST: TB, TK, Delo, Stearns + Wheeler

HUNT ROAD PUMPING STATION { ELECTRICAL }

BID OPENING TIME: 11:00 AM

DATE 02/22/07

CONTRACTOR NAME & ADDRESS	Perrea Electric Newburgh, NY	Fanshawe Inc. Newburgh, NY	Qu Bright Electric West Nyack, NY
	2/22/2007	2/22/2007	2/22/2007

DATE RECEIVED	2/22/2007	2/22/2007	2/22/2007
TIME RECEIVED	10:13 AM	10:17 AM	10:24 AM
BID COLLISION	✓	✓	✓
STATEMENT	✓	✓	✓
BID BOUND OR CERTIFIED CHECK	✓	✓	✓

ELECTRICAL {Continued}

{Bid Item #80} 300 Each / Low Voltage Conductor Terminations, for

Unit Price	\$ 7.00	\$ 50.00	\$ 12.75
Total	\$ 2,100.00	\$ 15,000.00	\$ 3,825.00

{Bid Item #81} 10 Each / 120 - Volt, Single Phase, One Pole Up to 30 - Amp Lighting Panelboard Circuit Breaker, for

Unit Price	\$ 108.00	\$ 500.00	\$ 258.00
Total	\$ 1,080.00	\$ 5,000.00	\$ 2,580.00

{Bid Item #82} 4 Each / 208 Volt, Three Phase, Three Pole Up to 60 - Am Lighting Panelboard Circuit Breaker, for

Unit Price	\$ 223.00	\$ 1,000.00	\$ 469.00
Total	\$ 892.00	\$ 4,000.00	\$ 1,871.00

{Bid Item #83} 2 Each / 480 - Volt, Three Phase, Three Pole Up to 60 - Amp Molded Case distribution Panelboard Circuit Breaker, for

Unit Price	\$ 511.00	\$ 1,500.00	\$ 550.00
Total	\$ 1,022.00	\$ 3,000.00	\$ 1,100.00

{Bid Item #84} 2 Each / 480 - Volt, Three Phase, Three Pole Up to 60 - Amp Molded Case Equipment Panelboard Circuit Breaker, for

Unit Price	\$ 511.00	\$ 1,500.00	\$ 550.00
Total	\$ 1,022.00	\$ 3,000.00	\$ 1,100.00

{Bid Item #85} 1 Each / NMC Bucket with Door, Complete with Size 1 Starter, 100VA GPT, Terminal Strips, All Wired with NDA, Rim, and

Fail (O.L.) Lights and Auxiliary Contacts, for

Unit Price	\$ 1,650.00	\$ 20,000.00	\$ 4,800.00
Total	\$ 1,650.00	\$ 20,000.00	\$ 4,800.00

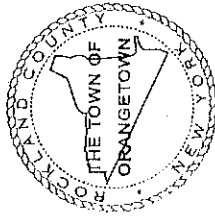
{Bid Item #86} Lump Sum / Electrical Construction, for

Unit Price	\$ 5,077,000.00	\$ 4,610,500.00	\$ 3,209,141.00
Total	\$ 5,077,000.00	\$ 4,610,500.00	\$ 3,209,141.00

{Bid Item #10} Lump Sum / Electrical Record Drawings, for

Unit Price	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00
Total	\$ 2,500.00	\$ 10,000.00	\$ 5,000.00
<b>TOTAL</b>	\$ 5,118,224.00	\$ 47,609,000.00	\$ 3,257,760.00





Res # 100  
3/12/07

**Department of Environmental Management and Engineering**  
**Town of Orangetown**

Route 303 Orangeburg New York 10962  
Tel: (845) 359-6502 • Fax: (845) 359-6951

March 5, 2007

To: Thom Kleiner, Supervisor  
Town Board

From: Ronald C. Delo, P.E., BCEE  
Director

**Re: Contract No. WWTP-06-1E, Electrical Work at  
the WWTP and Hunt Road Pumping Station**

Bids were received for the above referenced contract on February 22, 2007, and Stearns & Wheeler and I recommend award to the lowest bidder, All Bright Electric, West Nyack, N.Y., at a Total Bid Amount of \$3,257,760.

The Contractor's bid was checked and found to be complete and accurate.

Please note that three bids were received.

For your information the amount of this bid is approximately 6% above the Sewer District's budgeted amount of \$3,080,000.00 for this project in the \$34.9 million Capital Improvement Plan.

Should you have any questions on the above, please contact me.

Enclosed is a copy of Stearns & Wheeler, LLC's letter of recommendation regarding the above.

Thank you for your consideration in this matter.

# Stearns & Wheeler, LLC

Environmental Engineers and Scientists

One Remington Park Drive  
Cazenovia, NY 13035

tel. (315) 655-8161

fax. (315) 655-4180

web. [www.stearnswheler.com](http://www.stearnswheler.com)

March 2, 2007

Mr. Ronald C. Delo, P.E., Director  
Department of Environmental Management and Engineering  
Town of Orangetown  
Route 303  
Orangetown, NY 10962

Re: WWTP and Hunt Road Pumping Station Improvements Electrical Contract  
Town of Orangetown  
Orangetown, New York  
S&W No. 50186.0

Dear Mr. Delo:

Three bids were received by the Town of Orangetown and opened for Contract No. WWTP-06-1E, Wastewater Treatment Plant and Hunt Road Pumping Station Improvements, Electrical Contract, on Thursday, February 22, 2007. All bids are listed on the enclosed Canvass of Bids. The low bid submitted is:

Contract No.	Low Bidder	Total Bid Amount
WWTP-06-1E	All Bright Electric 100 Snake Hill Road West Nyack, NY 10994	\$3,257,760

Per the Contract Documents, the contracts are to be awarded based on the lowest responsive bid. This Contractor has submitted the required documents for bidding per Contract WWTP-06-1E. Stearns and Wheeler has reviewed these documents for completeness and have found no errors. In addition, we have checked references for the low bidder. Based on our review, we recommend this contract be awarded to All Bright Electric in the amount they bid. We have also contacted representatives of this contractor who have indicated to us they are comfortable with their bid and the project's scope of work.

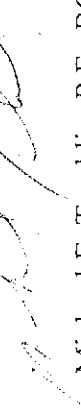
Mr. Ronald C. DeLo, P.E., Director  
Town of Orangetown

March 2, 2007  
Page 2

If you have any questions or concerns regarding this matter, please do not hesitate to contact us.

Very truly yours,

STEARNS & WHEELER/LLC

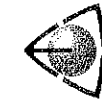


Michael E. Tamblin, P.E., BCEE  
Vice President

MET/mmb

Enclosure

cc: Thom Kleiner, Town of Orangetown (w/enc.)  
Timothy Burns, P.E., NYSEFC (w/enc.)  
Manju Cherian, NYSDEC (w/enc.)  
Robert Butterworth, P.E., Stearns & Wheeler, LLC (w/o enc.)  
Charles Prior, P.E. Stearns & Wheeler, LLC (w/o enc.)



# Stearns & Wheeler, LLC

CANASSA OF BIDS

Environmental Engineers and Scientists  
 PROJECT: WWT and Hunt Road Pumping Station Improvements  
 CONTRACT NO.: WWT-06-1E (Electrical)  
 LOCATION: Town of Orange town, NY  
 S&W JOB NO.: 50186

BIDS OPENED: February 22, 2007 @ 11:00 AM @ Town Clerk's Office

BID ITEM NO.	BID ITEM DESCRIPTION	QUANTITIES	UNITS	Bidder #1 RATE	Bidder #1 -TOTAL	Bidder #2 RATE	Bidder #2 -TOTAL	Bidder #3 RATE	Bidder #3 -TOTAL
8A	1/2-inch Type A Conduit	100	LF	\$9.22	\$922	\$20.20	\$2,020	\$10.20	\$1,020
8B	3/4-inch Type A Conduit	1000	LF	\$11.56	\$11,560	\$20.00	\$20,000	\$12.43	\$12,430
8C	3/4-inch Type D Conduit	200	LF	\$3.96	\$792	\$15.00	\$3,000	\$6.65	\$1,330
8D	3/4-inch Type D-1 Conduit	200	H	\$4.27	\$854	\$15.00	\$3,000	\$6.94	\$1,388
8E	3/4-inch Type E-1 Conduit	500	LF	\$17.00	\$8,500	\$25.00	\$12,500	\$19.44	\$9,720
8F	Conductor No. 14 AWG, Type THWN	4000	LF	\$0.85	\$3,400	\$7.00	\$28,000	\$0.60	\$2,400
8G	Conductor No. 12 AWG, Type THWN	2000	LF	\$0.91	\$1,820	\$7.00	\$14,000	\$0.76	\$1,520
8H	Cable IC-2 #16 Shielded Instrumentation	1000	LF	\$0.49	\$490	\$7.00	\$7,000	\$1.15	\$1,150
8I	Low Voltage Conductor Terminations	300	CP	\$12.75	\$3,825	\$50.00	\$15,000	\$7.00	\$2,100
8J	120-Volt, Single Phase, One Pole Up to 10-Amp Lighting Panelboard	10	EA	\$258	\$2,580	\$500	\$5,000	\$108	\$1,080
8K	480-Volt, Three Phase, Three Pole Up to 60-Amp Lighting Panelboard	4	EA	\$469	\$1,876	\$1,000	\$4,000	\$223	\$892
8L	480-Volt, Three Phase, Three Pole Up to 60-Amp Milled Case	2	EA	\$550	\$1,100	\$1,500	\$3,000	\$511	\$1,022
8M	480-Volt, Three Phase, Three Pole Up to 60-Amp Milled Case MCC Bucket with Door, Complete with Size 1 Starter, 100VA GPT.	3	EA	\$550	\$1,650	\$3,000	\$9,000	\$511	\$1,522
8N	Electrical Construction	1	EA	\$4,800	\$4,800	\$20,000	\$20,000	\$1,650	\$1,650
9	Electrical Record Drawings	-	LS	\$3,209,141	\$3,209,141	\$4,610,500	\$4,610,500	\$5,077,000	\$5,077,000
10	Electrical Record Drawings	-	LS	\$5,000	\$5,000	\$10,000	\$10,000	\$2,500	\$2,500
				<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
				Bidder #1	Bidder #2	Bidder #3			
				All Right Electric 100 Snake Hill Road West Nyack, NY 10994 Aron Sharma (845) 358-1200	Finishwe Inc 58 E. Route 59, Fr 2 Nanuet, NY 10954 (845) 627-3232	Perreca Electric Co., Inc. 520 Broadway Newburgh, NY 12550 (845) 562-080 x-118			
				<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
				\$3,257,760	\$4,760,000	\$5,118,224			

# EXHIBIT

3-F07 3/12/07  
Res # 188

TOV

Client: 545055.001 - Town of Orangetown  
Engagement: Town of Orangetown  
Period Ending: 12/31/2006  
Worksheet: 7130.BJE - TOV Budgetary JE's Report

Account	Description	W/P Ref	Debit	Credit
<b>Final Budgetary JEs JE # 12</b>				
To transfer amounts between budget lines to cover overexpenditures				
B3520171 50011	PERM STAFF		57,923.00	
B5182174 50455	UTILITIES		7,937.00	
B8011171 50015	APPTD OFF		317.00	
B8160171 50011	PERM STAFF		9,094.00	
B8560174 50460	LANDSCAPE		174.00	
B9030178 50800	SS-MED OTH		2,759.00	
B9061178 50800	DENTAL OTH		6,244.00	
B1910174 50043	<del>RISK</del>			43,000.00
B8010171 50011	PERM STAFF			14,912.00
B8020171 50011	PERM STAFF			4,536.00
B9040178 50800	<del>W/</del>			22,000.00
<b>Total</b>			<b>84,448.00</b>	<b>84,448.00</b>

<b>Final Budgetary JEs JE # 13</b>				
To record budget transfers between line to correct overexpenditures				
B3640164 50465	UNIFORMS		756.00	756.00
B9061168 50800	DENTAL POL			
<b>Total</b>			<b>756.00</b>	<b>756.00</b>

HIGHWAY

2/6/2007  
10:06 AM

Client: 545055.001 - Town of Orangetown  
Engagement: Town of Orangetown  
Period Ending: 12/31/2006  
Workpaper: Final Budgetary JEs Report

Account	Description	W/P Ref	Debit	Credit
Final Budgetary JEs JE # 13				
To cover overexpended lines per Board Resolution.				
D5130054-50400	GEN EXPENS - INCREASE		31,863.00	31,863.00
D5142051-50011	PERM STAFF - DECREASE		31,863.00	31,863.00
Total				

SEWER

Client: 545055.001 - Town of Orangetown  
Engagement: Town of Orangetown  
Period Ending: 12/31/2006  
Workpaper: Final Budgetary JEs Report - 2

Account	Description	W/P Ref	Debit	Credit
<b>Final Budgetary JEs JE # 7</b>				
To adjust budgetary account for over-expended line.				
G9950009 50900	TRANSFERS OUT		74,732.00	74,732.00
G599	Appropriated Fund Balance		74,732.00	74,732.00
<b>Total</b>				

Transfer to Capital

<b>Final Budgetary JEs JE # 8</b>				
To adjust budgetary accounts to agree to analysis of budgets and balance				
G8120004 50456	UTILITIES		3,556.00	
G8130004 50457	CONT OV		15,275.00	
G599	Appropriated Fund Balance		18,831.00	33,262.00
<b>Total</b>				<b>33,262.00</b>

Client: 545055.001 - Town of Orangetown  
 Engagement: Town of Orangetown  
 Period Ending: 12/31/2006  
 Workpaper: Final Budgetary JEs Report - 3

Account	Description	W/P Ref	Debit	Credit
<b>Final Budgetary JEs JE # 2</b>				
To reclassify budgets for property taxes to respective funds.				
SW100100 41001	PROP TAXES		1,144,250.00	747,650.00
SW100100 41001F	REAL PROPERTY TAXES			396,600.00
SW100100 4100A	Property Taxes - Ambulance			1,144,250.00
<b>Total</b>			<u>1,144,250.00</u>	<u>1,144,250.00</u>
<b>Final Budgetary JEs JE # 4</b>				
To reclassify budgets.				
SW341004 50457	CONT OV		900.00	899.00
SW599	APPROPRIATED FUND BALANCE			1.00
SW832004 50457	CONT OV		900.00	900.00
<b>Total</b>			<u>900.00</u>	<u>900.00</u>
<b>Final Budgetary JEs JE # 8</b>				
To appropriate fund balance to cover overexpenditures				
SW341004 50457	CONT OV	001.510	2,638.00	7,114.00
SW832004 50457	CONT OV		4,476.00	
SW599	APPROPRIATED FUND BALANCE		7,114.00	7,114.00
<b>Total</b>			<u>7,114.00</u>	<u>7,114.00</u>



General Fund

Client: 545055.001 - Town of Orangetown  
 Engagement: Town of Orangetown  
 Period Ending: 12/31/2006  
 Workpaper: 7110.BJE - Budget Transfer JE

Account	Description	W/P Ref	Debit	Credit
<b>Final Budgetary JEs JE # 2</b>				
To correct budgetary accounts to agree to budgetary workpaper				
A1620004 50455	UTILITIES		728.00	
A1620004 50480	TRAVEL	001:510	536.00	
A7520002 50200	CAP OUTLAY		4,900.00	
A0599900 35999	APP FD BAL			144,884.00
<b>Total</b>			<b>6,164.00</b>	<b>144,884.00</b>

<b>Final Budgetary JEs JE # 16</b>				
To record budget transfer to cover overexpenditures				
A1440001 50011	PERM STAFF		81.00	
A1620001 50011	PERM STAFF		5,166.00	
A1622001 50011	PERM STAFF		5,166.00	
A1989254 50457	CONT OV		684.00	
A5132004 50457	CONT OV		12,047.00	
A6410004 50457	CONT OV		550.00	
A8160004 50457	CONTRACTS W/ OUTSIDE VENDOR		587.00	
A9050008 50800	RENTS		269.00	
A8730004 50457	CONT OV		4,713.00	
A1110001 50011	PERM STAFF			29,263.00
<b>Total</b>			<b>29,263.00</b>	<b>29,263.00</b>



# EXHIBIT

3607 3/12/07

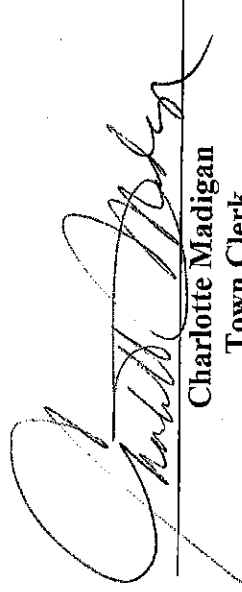
STATE OF NEW YORK        }  
COUNTY OF ROCKLAND    }  
TOWN OF ORANGETOWN    }        SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected, Qualified and acting Town Clerk of the *TOWN of ORANGETOWN*, in the County of Rockland, State of New York.

That, on the 31st day of January 200~~7~~, she caused to be conspicuously posted and fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in the following places, at least one of which is a public place within the *TOWN of ORANGETOWN*, New York.

1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 31st day of January, 200~~7~~

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 0195005857  
Residing in Rockland County  
Commission Expires December 21, 2~~006~~



## NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on February 15, 2007, and will be publicly opened and read aloud at 11:00 A.M. for furnishing a Direct Liquid Applicator, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: January 31, 2007

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

CHARLOTTE MADIGAN  
TOWN CLERK

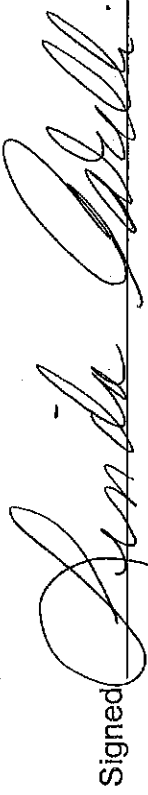
**AFFIDAVIT OF PUBLICATION**  
from  
**The Journal News**

**LINDA PARELLI**

being duly sworn says that \_\_\_\_\_ principal clerk of The Journal News, a newspaper published in the County of Westchester of New York, and the notice of which the annexed is a printed copy, was published in area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone(s) that the published. (See Legend below)

JN 01/31/07

Signed  \_\_\_\_\_  
Sworn to before me

This 20<sup>th</sup> day of February 2007



Notary Public, Westchester County

ROBERT J. DEANE  
Notary Public,  
No. 01  
Qualified in NY  
Term Expires

**NOTICE TO BIDDERS**  
SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangeburg, New York, at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York, until 10:30 A.M. on February 15, 2007, and will be publicly opened and read aloud at 11:00 A.M. for furnishing a Direct Line Application. Documents on file with the Contract which may be obtained at the Town Clerk's Office.  
The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation, containing the awarding of a Contract at a meeting of the Town Board of the Town of Orangeburg.  
The Town Board reserves the right to waive any irregularities in the bidding and to reject any and all bids.  
No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.  
No contract is deemed to have been created until approved by a Town Board Resolution and until the Town Attorney and until after it has been countersigned by the Town Superintendent of Highways at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.  
By order of the Town Board of the Town of Orangeburg:  
DATED: January 31, 2007  
JAMES J. DEAN  
SUPERINTENDENT  
OF HIGHWAYS  
CHARLOTTE MADIGAN  
TOWN CLERK

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Crompond, Cross River, Croton Falls, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolnale, Millwood, Mohegan Lake, Montrose, Mount Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, South Salem, Verplanck, Waccabuc, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mahopac Falls, Putnam Valley, Patterson

**Central Area (AC):**

Ardley, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Larchmont, Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla, White Plains, Greenburgh

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

**Rockland Area (JN or RK):**

Blauvelt, Congers, Gammerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff, Chappaqua, Cortlandt Manor, Cross River, Croton Falls, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolnale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Pleasantville, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown Heights

**Review Press (BW):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02158840      Account Number - 058523006

BID OPENING TIME:

11:00 AM

DATE

02/15/07

CONTRACTOR  
NAME  
&  
ADDRESS

Reed Systems  
Limited  
Ellenville, NY

DATE RECEIVED	2-15-07				
TIME RECEIVED	10:16 AM				
NUM COLLISION STATEMENT	yes				
BID BOUND or CERTIFIED CHECK					

Direct Liquid Applicator

Total Price

\$ 12,390.00



JAMES J. DEAN  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R. C. Soil & Water Conservation Dist.-Chairman  
R. C. Water Quality Commission  
Member:  
American Public Works Association NY Metro Chapter  
NYS Assoc. of Town Superintendents of Highways  
Hwy. Superintendents' Assoc. of Rockland County



HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail - [www.highway@townhighway.org](mailto:www.highway@townhighway.org)

## Interoffice Memo

**Date:** 02/27/07  
**To:** Town Board, Town Clerk  
**From:** James J. Dean, Superintendent of Highways  
**RE:** Bid Award - Direct Liquid Applicator

Please be advised that it is my recommendation that the bid for a Direct Liquid Applicator be awarded to Reed Systems Limited, Ellenville, New York, in the amount of \$12,390, the only bidder.

For your information, this bid was advertised in the Town's official newspapers as well as being advertised through the Hudson Valley Municipal Purchasing Group.

kj

HAMLETS: PEARL RIVER • BLAUVELT • ORANGEBURG • TAPPAN • SPARKILL • PALISADES • UPPER GRANDVIEW

CLEAN STREETS = CLEAN STREAMS

Resjection 10.113  
3/12/07

21

1

1

1



NOTICE OF POSTING: NOTICE TO BIDDERS FOR THE INSTALLATION OF A SALT LEACHATE COLLECTION SYSTEM.

**EXHIBIT**

3-H-07, 3/12/07

STATE OF NEW YORK }  
COUNTY OF ROCKLAND }  
TOWN OF ORANGETOWN }

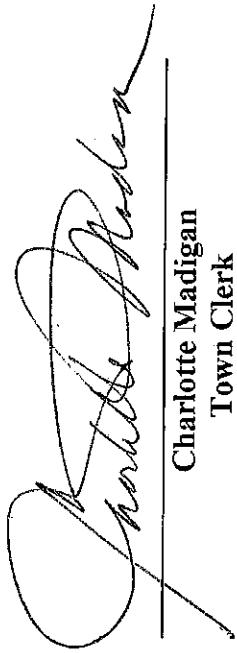
SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected, Qualified and acting Town Clerk of the *TOWN of ORANGETOWN*, in the County of Rockland, State of New York.

That, on the 31st day of January 2007, she caused to be conspicuously posted and fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in the following places, at least one of which is a public place within the *TOWN of ORANGETOWN*, New York

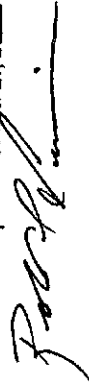
1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

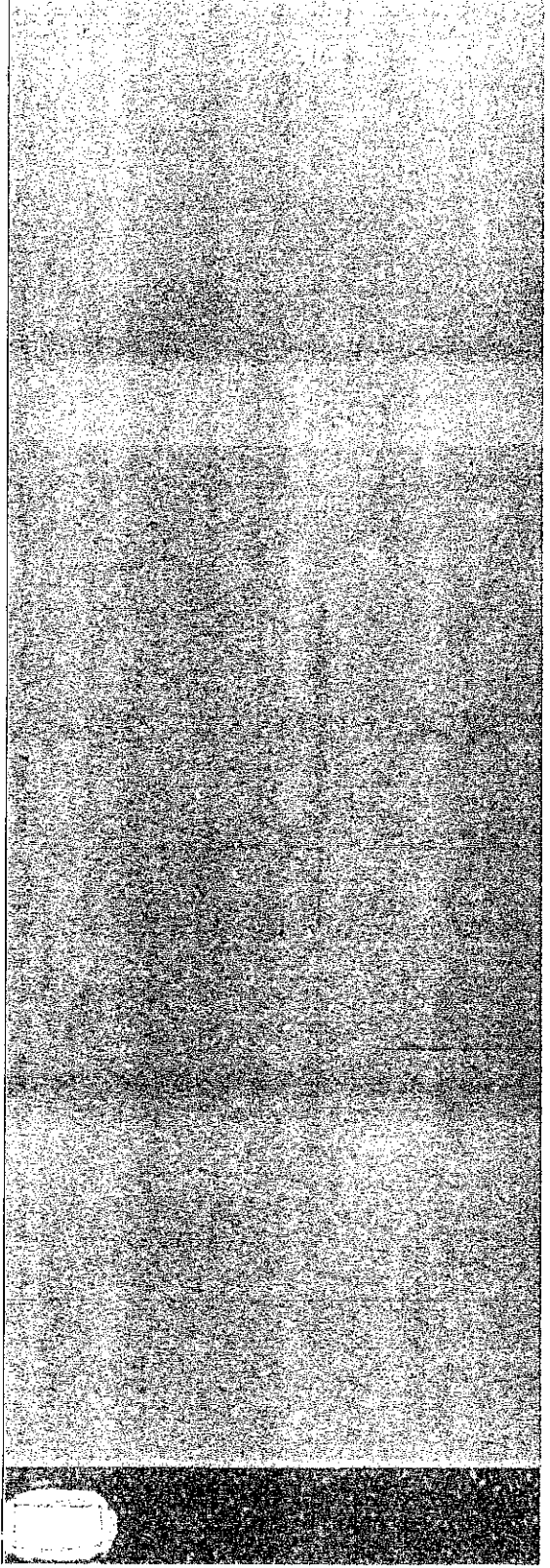
  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 31st day of January, 2007

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 01515005857  
Residing in Rockland County  
Commission Expires December 21, 2006





## NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on February 15, 2007, and will be publicly opened and read aloud at 11:00 A.M. for the Installation of a Salt Leachate Collection System, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a bond sufficient sureties to be approved by the Town Attorney, in a sum equal to five percent (5%) of the amount bid, conditioned that if his/her proposal is accepted, he/she will execute such further security as may be required for the faithful performance of the Contract as set forth in these contract documents.

No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: January 31, 2007

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

CHARLOTTE MADIGAN  
TOWN CLERK

**AFFIDAVIT OF PUBLICATION**  
from  
**The Journal News**


LINDA PARELLI

being duly sworn says that I, the principal clerk of The Journal News, a newspaper published in the County of Westchester of New York, and the notice of which the annexed is a printed copy, was published in [redacted] area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone(s) that the published. (See Legend below)

JN 01/31/07

Signed   
Sworn to before me

This 3rd day of February 20 07  


Notary Public Westchester County

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Crompond, Cross River, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, South Salem, Verplanck, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mahopac Falls, Putnam Valley, Patter-

**Central Area (AC):**

Ardley, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hastings on Hudson, Hawthorne, Irvington, Larchmont, Ramapo Neck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla, White Plains, Greenburgh

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

**Rockland Area (JN or RK):**

Blauvelt, Congers, Garmerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford, Bedford Hills, Briarcliff, Chappaqua, Cortlandt Manor, Cross River, Croton Falls, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincoln Dale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Pleasantville, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown Heights

**Review Press (BVM):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02158851 Account Number - 058523006

**NOTICE TO BIDDERS**

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangeburg at the Town Clerk's Office, 26 Orangeburg Road, Orangeburg, New York 11907, on February 15, 2007, and about 11:30 A.M. for the awarding of a contract for the installation of a Salt Leachate Collection System, in accordance with the Contract Documents of the Town of Orangeburg, which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Board of all bids received and his recommendations concerning the awarding of a contract at a meeting of the Town Board of the Town of Orangeburg.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

The Town Board requires each bid to be accompanied by a certified check for a sum equal to five percent (5%) of the amount of the bid, or a sum equal to five percent (5%) of the amount of the bid, or a sum equal to five percent (5%) of the amount of the bid, if higher, shall be accepted, he/she will execute such further security as may be required for the performance of the Contract as set forth in these contract documents.

No bid will be accepted without a Non-Confusion State Seal required pursuant to Section 1081 of the General Municipal Law.

No contract is deemed to have been created and approved by a Town Board Resolution and the Town of Orangeburg until after it has been received by the Supervisor of the Town of Orangeburg. All contracts are subject to appropriation and approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangeburg.

DATE: January 31, 2007

JAMES J. DEAN  
SUPERINTENDENT  
OF HIGHWAYS

CHARLOTTE MADIGAN  
TOWN CLERK

ROBERT A. MIAZGA  
Notary Public, State of New York  
No. 011616150  
Qualified in Westchester County  
Term Expires July 2, 2007

COLLECTION SYSTEM

BID OPENING TIME:

11:00 AM

DATE

02/15/07

CONTRACTOR  
NAME  
&  
ADDRESS

Reed Systems  
Limited  
Ellenville, NY

DATE RECEIVED	2-15-07					
TIME RECEIVED	10:16 AM					
FROM COLLECTION						
STATEMENT	yes					
BID BOND or CERTIFIED CHECK	yes					

Installation of a Salt Leachate Collectoin System

Total Price \$142,690.00



JAMES J. DEAN  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R. C. Soil & Water Conservation Dist. - Chairman  
R. C. Water Quality Commission  
Member:  
American Public Works Association NY Metro Chapter  
NYS Assoc. of Town Superintendents of Highways  
Hwy. Superintendents' Assoc. of Rockland County



HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN  
119 Route 303 • Orangeburg, NY 10962  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail - [www.highway@otownhwy.org](mailto:www.highway@otownhwy.org)

## Interoffice Memo

**Date:** 02/27/07  
**To:** Town Board, Town Clerk  
**From:** James J. Dean, Superintendent of Highways  
**RE:** Bid Award - Installation of a Salt Leachate Collection System

Please be advised that it is my recommendation that the bid for the installation of a Salt Leachate Collection System be awarded to Reed Systems Limited, Ellenville, New York, in the amount of \$42,690, the only bidder.

For your information, this bid was advertised in the Town's official newspapers as well as being advertised through the Hudson Valley Municipal Purchasing Group.

kj

HAMLETS: PEARL RIVER • BLAUVELT • ORANGEBURG • TAPEAN • SPARKILL • PALISADES • UPPER GRANDVIEW

CLEAN STREETS = CLEAN STREAMS

Resolution No. 194  
3/12/07



NOTICE OF POSTING: NOTICE TO BIDDERS FOR FURNISHING ONE (1) NEW LIGHT DUTY TRUCK WITH ACCESSORIES.

# EXHIBIT

3-15-07, 3/12/07

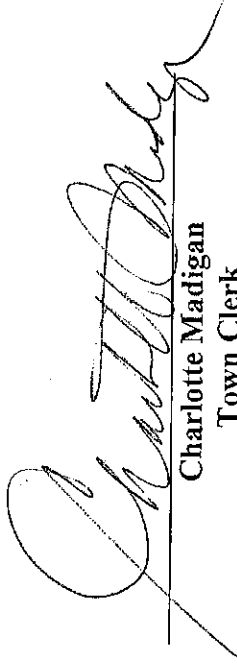
STATE OF NEW YORK            }  
COUNTY OF ROCKLAND        }  
TOWN OF ORANGETOWN         }        SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected, Qualified and acting Town Clerk of the *TOWN of ORANGETOWN*, in the County of Rockland, State of New York.

That, on the 31st day of January 200~~7~~, she caused to be conspicuously posted and fastened up a notice, a true copy of which is annexed hereto and made a part of hereof, in the following places, at least one of which is a public place within the *TOWN of ORANGETOWN*, New York.

1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 31st day of January, 200~~7~~

ROBERT R. SIMON  
Notary Public, State of New York  
No. 0186005857  
Residing in Rockland County  
Commission Expires December 21, 2005



## NOTICE TO BIDDERS

SEALED BIDS WILL BE RECEIVED by the Town Board of the Town of Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on February 15, 2007 and will be publicly opened and read aloud at 11:00 A.M. for furnishing One (1) New Light Duty Truck with Accessories, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-Collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED: January 31, 2007

JAMES J. DEAN  
SUPERINTENDENT OF HIGHWAYS

CHARLOTTE MADIGAN  
TOWN CLERK



**AFFIDAVIT OF PUBLICATION**  
from  
**The Journal News**

LINDA PARELLI

being duly sworn says \_\_\_\_\_ principal clerk of The Journal News, a newspaper published in the County of Westchester of New York, and the notice of which the annexed is a printed copy, was published in area(s) on the date(s) below:

**Note:** The two-character code to the left of the run dates indicates the zone(s) that was published. (See Legend below)

JN 01/31/07

Signed *Linda Parelli*  
Sworn to before me \_\_\_\_\_

This 3rd day of February 2007

*Linda Parelli*  
Notary Public, Westchester County

**Legend:**

**Northern Area (AN):**

Amawalk, Armonk, Baldwin Place, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Crompond, Cross River, Croton Falls, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolndale, Millwood, Mohegan Lake, Montrose, Mount Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, South Salem, Verplanck, Waccabuc, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mahopac Falls, Putnam Valley, Patterson

**Central Area (AC):**

Ardsey, Ardsley on Hudson, Dobbs Ferry, Elmsford, Harrison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Larchmont, Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla, White Plains, Greenburgh

**Southern Area (AS):**

Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers

**Rockland Area (JN or RK):**

Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tallman, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona

**Patent Trader (PT):**

Amawalk, Armonk, Baldwin Place, Bedford Hills, Briarcliff, Chappaqua, Cortlandt Manor, Cross River, Croton Falls, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolndale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Pleasantville, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown Heights

**Review Press (BVW):**

Bronxville, Eastchester, Scarsdale, Tuckahoe

**NOTICE TO BIDDERS**

SEALED BIDS WILL BE RECEIVED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AT THE TOWN CLERK'S OFFICE, 26 CHANGEBURG ROAD, ORANGETOWN, NEW YORK UNTIL 10:30 A.M. ON FEBRUARY 15, 2007 AND WILL BE OPENED AND READ ALOUD AT 11:00 A.M. FOR FURNISHING ONE (1) NEW LIGHT DUTY TRUCK WITH ACCESSORIES IN ACCORDANCE WITH THE CONTRACT DOCUMENTS ON FILE WITH AND WHICH MAY BE OBTAINED AT THE TOWN CLERK'S OFFICE.

The Superintendent of Highways will submit a report to the Town Board of all bids received and his recommendation concerning the awarding of a Contract at a meeting of the Town Board of the Town of Orangetown.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bids will be accepted without a Non-Collision Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been awarded until approved by a Town Board resolution and this Town Board meeting, and until after it has been accepted by the Supervisor of the Town of Orangetown at the direction of the Town Board. All contracts are subject to appropriations as provided by the Town Board, and having been provided for in the Town Budget.

By order of the Town Board of the Town of Orangetown.

DATED January 31, 2007

Notary  
JAMES J. DEAN  
SUPERINTENDENT  
OF HIGHWAYS

City

Charlotte Madigan  
Town Clerk

Ad Number- H02158854 Account Number - 058523006

W/ACCESSORIES

BID OPENING TIME:

11:00 AM

DATE

02/15/07

CONTRACTOR NAME & ADDRESS
Schultz by
VanBorckelFord
Vickory, N.Y.
Ford Route 23 Putnam
Butler, N.J.
Country Ford Limited
Levittown, N.Y.
Wicker-Ford Inc
Ticonderoga, N.Y.

DATE RECEIVED	2-13-07	2-15-07	2-14-07	2-14-07	2-14-07	2-14-07
TIME RECEIVED	3:11 pm	10:02 am	12:58 pm	10:51 am	10:14 am	10:14 am
MIN COLLISION STATEMENT	yes	yes	yes	yes	yes	yes
BID BOND or CERTIFIED CHECK						

One (1) New Light Duty Truck w/Accessories

Total Price	\$ 45,465.00	\$ 42,895.00	\$ 45,932.00	\$ 45,213.00	\$ 46,728.00
-------------	--------------	--------------	--------------	--------------	--------------

**JAMES J. DEAN**  
Superintendent of Highways  
Roadmaster II

Orangetown Representative:  
R. C. Soil & Water Conservation Dist.-Chairman  
R. C. Water Quality Commission  
Member:  
American Public Works Association NY Metro Chapter  
NYS Assoc. of Town Superintendents of Highways  
Hwy. Superintendents' Assoc. of Rockland County



**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**  
119 Route 303 • Orangetown, NY 10963  
(845) 359-6500 • Fax (845) 359-6062  
E-Mail - [www.highway@townhwy.org](mailto:www.highway@townhwy.org)

# Interoffice Memo

**Date:** 03/05/06  
**To:** Town Board, Town Clerk  
**From:** James J. Dean, Superintendent of Highways  
**RE:** Bid Award – Light Duty Truck w/Accessories

---

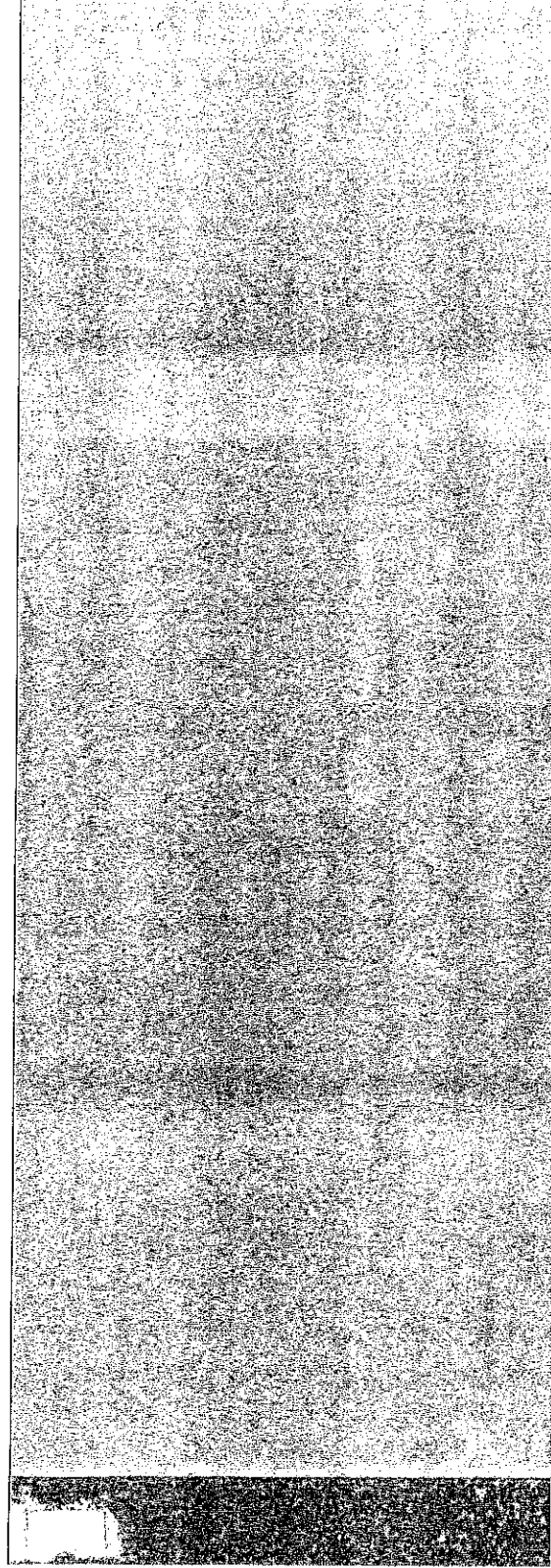
Please be advised that it is my recommendation that the bid for a Light Duty Truck with Accessories be awarded to Van Bortel Ford, of Victor, New York, in the amount of \$42,895.00, the lowest qualified bidder. This vehicle is being purchased with funds from the 2006 Equipment Bond (Acct #H5130042/50200).

This bid was advertised in the Town's official newspapers as well as being advertised through the Hudson Valley Municipal Purchasing Group.

kj  
Attachment

HAMLETS: PEARL RIVER • BLAUVELT • ORANGEBURG • TAPPAN • SPARKILL • PALM SADES • UPPER GRANDVIEW

CLEAN STREETS = CLEAN STREAMS



1

1

1

NOTICE OF POSTING: NOTICE TO BIDDERS FOR FURNISHING ONE (1) 3/4-TON PICKUP TRUCK  
W/4-WHEEL DRIVE AND SNOW PLOW.

**EXHIBIT**

3-5-07, 3/2/07

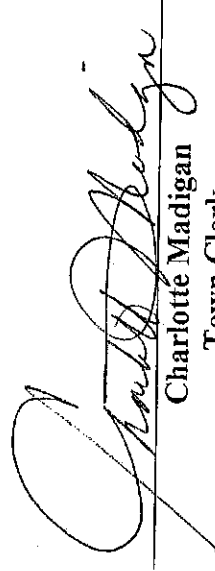
STATE OF NEW YORK                    }  
COUNTY OF ROCKLAND                }  
TOWN OF ORANGETOWN                }                    SS.

Charlotte Madigan being duly sworn upon her oath, deposes and says;

That, she is, at all times hereinafter mentioned was, duly elected,  
Qualified and acting Town Clerk of the *TOWN of ORANGETOWN*, in the County of  
Rockland, State of New York.

That, on the 22nd day of February  
~~2007~~, she caused to be conspicuously posted and fastened up a notice, a true copy of  
which is annexed hereto and made a part of hereof, in the following places, at least one of  
which is a public place within the *TOWN of ORANGETOWN*, New York.

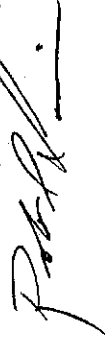
1. Town Hall Bulletin Boards
- 2.
- 3.
- 4.
- 5.

  
Charlotte Madigan  
Town Clerk

Subscribed and sworn to before me

This 22nd day of February, 2007

**ROBERT R. SIMON**  
Notary Public, State of New York  
No. 0156005857  
Residing in Rockland County  
Commission Expires December 21, 2 ~~006~~





**NOTICE TO BIDDERS**

SEALED BIDS WILL BE RECEIVED by the Town Board of the Orangetown at the Town Clerk's Office, No. 26 Orangeburg Road, Orangeburg, New York until 10:30 A.M. on **MARCH 8, 2007**, and publicly opened and read aloud at 11:00 A.M. on that day for furnishing **ONE (1) ¾-TON PICKUP TRUCK W/4-WHEEL DRIVE AND SNOW PLOW**, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Director of Parks, Recreation and Buildings will submit a report of all bids received and his recommendations concerning the awarding of a contract at a meeting of the Town Board on **MARCH 12, 2007**.

The Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-collusion Statement as required pursuant to Section 103d of the General Municipal Law.

No Contract is deemed to have been created until approved by a Town Board Resolution and the Town Attorney, and until after it has been executed by the Supervisor of the Town of Orangetown, at the direction of the Town Board. All contracts are subject to appropriations approved by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangetown, duly executed by the bidder as principal, having surety thereon, a surety company approved by the Town of Orangetown in amount of **five percent (5%)**. Such checks or bid bonds will be returned to all except the three (3) lowest bidders within forty-eight (48) hours after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after it has received notice of the acceptance of the proposal, shall forfeit to the Town of Orangetown and as

liquidated damage for such failure or refusal, the security deposited with this proposal.

Attorneys in Fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

No proposals will be accepted by facsimile.

Only qualified bidders who have adequate experience, finances, equipment and personnel will be considered in making awards.

By order of the Town Board of the Town of Orangetown.

RICHARD L. ROSE, JR.  
DIRECTOR

CHARLOTTE MADIGAN  
TOWN CLERK

DATED: FEBRUARY 23, 2007





# AFFIDAVIT OF PUBLICATION from The Journal News

EMMA MARVELLI

principal clerk of The Journal News, a newspaper published in  
of New York, and the notice of which the annexed is a print-  
area(s) on the date(s) below.

Note: The two-character code to the left of the run dates in  
published. (See Legend below)

JN 02/23/07

Signed Emma Marvelli  
Sworn to before me  
This 27<sup>th</sup> day of February 2007

Notary Public Westchester County

- Legend:
- Northern Area (AN):** Amewalk, Armonk, Baldwin Plaza, Bedford, Bedford Hills, Briarcliff Manor, Buchanan, Chappaqua, Crompond, Cross River, Croton Falls, Croton on Hudson, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolnale, Millwood, Mohegan Lake, Montrose, Mount Kisco, North Salem, Ossining, Peekskill, Pound Ridge, Purdys, Shenorock, Shrub Oak, Somers, South Salem, Verplanck, Waccabuc, Yorktown Heights, Brewster, Carmel, Cold Spring, Garrison, Lake Peekskill, Mahopac, Mehopec Falls, Putnam Valley, Patterson
  - Central Area (AC):** Ardsley, Ardsley on Hudson, Dobbs Ferry, Elmsford, Hamison, Hartsdale, Hastings, Hastings on Hudson, Hawthorne, Irvington, Larchmont, Mamaroneck, Pleasantville, Port Chester, Purchase, Rye, Scarsdale, Tarrytown, Thornwood, Valhalla, White Plains, Greenburgh
  - Southern Area (AS):** Bronxville, Eastchester, Mount Vernon, New Rochelle, Pelham, Tuckahoe, Yonkers
  - Rockland Area (JK or RK):** Blauvelt, Congers, Garnerville, Haverstraw, Hillburn, Monsey, Nanuet, New City, Nyack, Orangeburg, Palisades, Sloatsburg, Sparkill, Spring Valley, Stony Point, Suffern, Tarrytown, Tappan, Thiells, Tomkins Cove, West Haverstraw, West Nyack, Pearl River, Piermont, Valley Cottage, Pomona
  - Patent Trader (PT):** Arnswalk, Armonk, Baldwin Plaza, Bedford, Bedford Hills, Briarcliff, Chappaqua, Cortland Manor, Cross River, Croton Falls, Goldens Bridge, Granite Springs, Jefferson Valley, Katonah, Lincolnale, Millwood, Mohegan Lake, Mount Kisco, North Salem, Pleasantville, Pound Ridge, Purdys, Shrub Oak, Somers, South Salem, Thornwood, Verplanck, Waccabuc, Yorktown Heights
  - Peekskill Press (BW):** Bronxville, Eastchester, Scarsdale, Tuckahoe

Ad Number- H02175332 Account Number - 049507205

This Town Board reserves the right to waive any informalities in the bidding and to reject any and all bids.

No bid will be accepted without a Non-solicitor Statement as required pursuant to Section 103d of the General Municipal Law.

No contract is deemed to have been created until approved by the Town Board and the Town Clerk. All contracts are subject to the approval of the Town Board. All contracts are subject to appropriations, as provided by the Town Board, after having been provided for in the Town Budget.

Each proposal must be accompanied by a certified check of the bidder or by a bid bond satisfactory to the Town of Orangeburg, duly executed by the bidder, as principal, having a surety thereon, a surety company approved by the Town of Orangeburg, in an amount of five percent (5%) of the amount of the bid. Bids will be returned to each bidder within three (3) business days after the bids have been opened by the Town. The bid security of the three (3) lowest bidders will be returned after the accepted bidder has executed the contract and furnished the required performance bond and insurance.

The successful bidder upon failure or refusal to execute and deliver the contract and bond required within ten (10) days after he has received notice of final acceptance of the proposed contract, shall be liable to the Town of Orangeburg and

As liquidated damages for such failure or refusal, the security deposited with this proposal.

Attorneys in Fact who sign bid bonds or contract bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

No proposals will be accepted by facsimile.

Only qualified bidders who have adequate experience, financial resources, equipment and personnel will be considered in making awards.

By the order of the Town Board of the Town of Orangeburg:

Richard L. Rose, Jr.  
Director

Charlotte Madigan  
Town Clerk

Dated: February 23, 2007.

NOTICE TO BIDDERS:

SEALED BIDS WILL BE RECEIVED BY THE TOWN BOARD OF ORANGEBURG, AT THE TOWN CLERK'S OFFICE, No. 26 Orangeburg Road, Orangeburg, New York, until 11:00 AM on the day for publishing ONE (1) 3/27-2007 PICKUP SERVICE W/ 4-WHEEL DRIVE AND SNOW PLOW, in accordance with the Contract Documents on file with and which may be obtained at the Town Clerk's Office.

The Director of Parks, Recreation and Buildings will submit a report of all bids received and his recommendations concerning the award of the contract to the Board of the Town of Orangeburg on March 12, 2007.

1

2

3

**F A X T R A N S M I T T A L**

**Orangetown Parks & Recreation**

81 Hunt Road, Orangeburg, NY 10962  
Phone 845-359-6503 • Fax 845-359-6991  
recreation@orangetown.com • www.orangetown.com/departments/parksrec  
Richard L. Rose, Jr., Superintendent

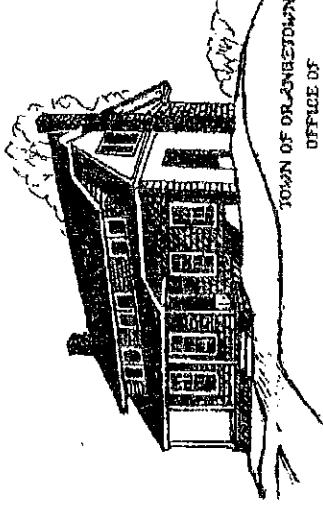
TO: Charltte Madigan FROM: Richard L. Rose, Jr.  
FAX #: 359-5126 DATE: March 7, 2007  
# OF PAGES: 2 RE: Bid Award

**MESSAGE**

Please place the following on the March 12 Agenda:

Award the bid for one ¾ Ton four wheel drive pickup truck to Robert Green Chevrolet, the sole qualified bidder, for \$25,875, to be expended from A7110002/50200.

Thank you.



TOWN OF ORANGETOWN  
OFFICE OF  
PARKS & RECREATION

31  
Resolution No. 201  
3/12/07

