

LOCAL LAW NO. \_\_\_\_ OF 2023 OF THE  
INCORPORATED TOWN OF ORANGETOWN, NEW YORK  
TOWN BOARD TO AMEND CHAPTER 43 OF THE TOWN CODE TO AMEND  
CONDITIONS FOR A SPECIAL PERMIT FOR  
TEMPORARY OUTDOOR STORAGE OF VEHICLES

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF ORANGETOWN AS FOLLOWS:

**Section 1.** Chapter 43, Article IV, Section 4.32(Q) of the Code of the Town of Orangetown is hereby amended as follows: As amended, Additions are underlined, ~~Deletions are stricken~~.

4.32 (Q) Temporary outdoor storage of vehicles.

(g) Permits issued under this section shall authorize storage of vehicles for a period of ~~one year~~ two years from the date of issuance, ~~with a one time renewal at the discretion of .~~ The Planning Board may authorize a renewal of this permit for a period of an additional two-year periods, after a hearing, provided the applicant provides proof, and the Planning Board finds, that the Special Permit in no way interferes with the authorized use of the property, or neighboring properties. ~~The provisions of this section are intended to be temporary, and unless this section is renewed by the Town Board, no permits or renewals shall be issued under this section on or after January 1, 2023.~~

**Section 2. Severability Clause**

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid parts.

**Section 3. Effective Date.**

This Local Law shall become effective immediately upon being filed with the Secretary of State.

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>			
Name of Action or Project: ZONING TEXT AMENDMENT TO PERMIT TEMPORARY OUTDOOR STORAGE OF VEHICLES			
Project Location (describe, and attach a location map): Town of Orangetown			
Brief Description of Proposed Action: Proposed amendment to the Town Code, Chapter 43, Zoning Article V, Section 4.32(Q) regarding renewal periods for special permit, permitting the outdoor storage of vehicles under certain enumerated conditions.			
Name of Applicant or Sponsor: Town of Orangetown		Telephone: 845-359-5100 E-Mail: supervisor@orangetown.com	
Address: 26 W Orangeburg Road			
City/PO: Orangeburg		State: NY	Zip Code: 10962
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ NA acres _____ NA acres _____ NA acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify): <input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: <u>NA</u>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? <u>NA</u> c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action? <u>NA</u>	NO <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>NA</u>	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? <u>NA</u> b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? <u>NA</u> b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/>	

<p>14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:</p> <p><input type="checkbox"/> Shoreline   <input type="checkbox"/> Forest   <input type="checkbox"/> Agricultural/grasslands   <input type="checkbox"/> Early mid-successional   <input checked="" type="checkbox"/> NA</p> <p><input type="checkbox"/> Wetland   <input type="checkbox"/> Urban   <input type="checkbox"/> Suburban</p>		
<p>15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?</p> <p style="text-align: center;">NA</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>16. Is the project site located in the 100-year flood plan?</p> <p style="text-align: center;">NA</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>17. Will the proposed action create storm water discharge, either from point or non-point sources?</p> <p>If Yes,</p> <p style="text-align: center;">NA</p> <p>a. Will storm water discharges flow to adjacent properties?</p> <p>b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?</p> <p>If Yes, briefly describe:</p> <p>_____</p> <p>_____</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
<p>18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?</p> <p>If Yes, explain the purpose and size of the impoundment: <u>NA</u></p> <p>_____</p> <p>_____</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?</p> <p>If Yes, describe: <u>NA</u></p> <p>_____</p> <p>_____</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p>20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?</p> <p>If Yes, describe: <u>NA</u></p> <p>_____</p> <p>_____</p>	NO	YES
	<input type="checkbox"/>	<input type="checkbox"/>
<p><b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b></p> <p>Applicant/sponsor/name: <u>    Teresa Kenny    </u> Date: _____</p> <p>Signature: _____ Title: <u>    Town Supervisor    </u></p>		

Project:

Date:

**Short Environmental Assessment Form  
Part 2 - Impact Assessment**

**Part 2 is to be completed by the Lead Agency.**

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: \_\_\_\_\_

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

**Short Environmental Assessment Form  
Part 3 Determination of Significance**

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Town of Orangetown Town Board _____ Name of Lead Agency	_____ Date
Teresa Kenny _____ Print or Type Name of Responsible Officer in Lead Agency	_____ Town Supervisor
_____ Signature of Responsible Officer in Lead Agency	_____ Title of Responsible Officer <i>Jane Slavin</i> _____ Signature of Preparer (if different from Responsible Officer)

**PRINT FORM**

# CARABALLO BUSINESS LICENSING SERVICES, LLC

111 ATLANTIC AVENUE  
BROOKLYN, N.Y. 11201

Tel. (718) 875-2929  
Fax (718) 875-4200  
cbservices.com



ANTHONY L. CARABALLO

October 13, 2023

SENT VIA ELECTRONIC MAIL

Orangetown Town Clerk's Office  
26 Orangeburg Road  
Orangeburg, NY 10962  
**Attention: Ms. Teresa Pugh,**  
Town Clerk

**Re: Hudson West Sports Bar LLC**  
50 E Central Avenue  
Pearl River, NY 10965

Dear Ms. Pugh:

I hope this email finds you well. Thank you for meeting with a representative from the above-referenced entity today. We appreciate your time and your gracious willingness to assist.

Please be kind enough to provide this State Liquor Authority applicant with a 30-day waiver letter from your office. We are requesting this letter as time is of the essence for the new applicant to file their application with the State Liquor Authority to ensure they are legally and lawfully licensed for the upcoming holiday season, which finds bars and restaurants at their busiest.

I have provided you with a copy of the notice that was sent to your office via certified mail last week. I have also provided a copy of the waiver letter that was provided as a courtesy to the existing owners of the establishment back in 2018.

Please do not hesitate to contact my office if you have any questions or need anything further. Once again, we thank you for your assistance. Have a great rest of the day and a very nice weekend.

With Appreciation,

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

Anthony Caraballo

U.S. Postal Service<sup>®</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
*Domestic Mail Only*

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Orangeburg, NY 10962 HUDSON WEST SPORT  
 BAR LLC - NEW ALC

Certified Mail Fee	\$4.35
Extra Services & Fees (check box, add fee if appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.66
Total Postage and Fees	\$8.56

0354  
 17  
 Postmark  
 Here  
 10/05/2023

Sent To **ORANGETOWN TOWN HALL**  
 Street and Apt. No., or PO Box No.  
**26 W ORANGEBURG ROAD**  
 City, State, ZIP+4<sup>®</sup>  
**ORANGEBURG, NY 10962**

7020 3120 0700 0202



Standardized NOTICE FORM for Providing 30-Day Advance Notice to a Local Municipality or Community Board

1. Date Notice Sent: 10/05/2023 1a. Delivered by: Certified Mail Return Receipt Requested

2. Select the type of Application that will be filed with the Authority for an On-Premises Alcoholic Beverage License:

For premises outside the City of New York:

- New Application Removal Class Change

For premises in the City of New York:

- New Application New Application and Temporary Retail Permit Renewal Alteration Removal Class Change Method of Operation Corporate Change

TOWN OF ORANGETOWN
TOWN CLERK'S OFFICE
2023 OCT 10 P 1:18

For New and Temporary Retail Permit applicants, answer each question below using all information known to date
For Renewal applicants, answer all questions
For Alteration applicants, attach a complete written description and diagrams depicting the proposed alteration(s)
For Corporate Change applicants, attach a list of the current and proposed corporate principals
For Removal applicants, attach a statement of your current and proposed addresses with the reason(s) for the relocation
For Class Change applicants, attach a statement detailing your current license type and your proposed license type
For Method of Operation Change applicants, although not required, if you choose to submit, attach an explanation detailing those changes

Please include all documents as noted above. Failure to do so may result in disapproval of the application.

This 30-Day Advance Notice is Being Provided to the Clerk of the Following Local Municipality or Community Board:

3. Name of Municipality or Community Board: Town Clerk of Orangetown

Applicant/Licensee Information:

4. Licensee Serial Number (if applicable): N/A Expiration Date (if applicable): N/A

5. Applicant or Licensee Name: Hudson West Sports Bar LLC.

6. Trade Name (if any): Hudson West Sports Bar

7. Street Address of Establishment: 50 E Central Ave

8. City, Town or Village: Pearl River, NY Zip Code: 10965

9. Business Telephone Number of applicant/ Licensee: (201) 637-0368

10. Business E-mail of Applicant/Licensee: hudsonwestsportsbar@gmail.com

11. Type(s) of alcohol sold or to be sold: Beer & cider Wine, Beer & Cider Liquor, Wine, Beer & Cider

12. Extent of Food Service: Full Food menu; full kitchen run by a chef/cook Menu meets legal minimum food requirements; food prep area required

13. Type of Establishment: RESTAURANT/BAR

- Seasonal Establishment Juke Box Disc Jockey Recorded Music Karaoke

14. Method of Operation: Live Music (give details i.e., rock bands, acoustic, jazz, etc.):

- Patron Dancing Employee Dancing Exotic Dancing Topless Entertainment

- Video/Arcade Games Third Party Promoters Security Personnel

Other (specify):

15. Licensed Outdoor Area: None Patio or Deck Rooftop Garden/Grounds Freestanding Covered Structure Sidewalk Cafe Other (specify):

16. List the floor(s) of the building that the establishment is located on:

17. List the room number(s) the establishment is located in within the building, if appropriate:

18. Is the premises located within 500 feet of three or more on-premises liquor establishments?  Yes  No

19. Will the license holder or a manager be physically present within the establishment during all hours of operation?  Yes  No

20. If this is a transfer application (an existing licensed business is being purchased) provide the name and serial number of the licensee:

Name

Serial Number

21. Does the applicant or licensee own the building in which the establishment is located?  Yes (if YES, SKIP 23-26)  No

**Owner of the Building in Which the Licensed Establishment is Located**

22. Building Owner's Full Name:

23. Building Owner's Street Address:

24. City, Town or Village:  State:  Zip Code:

25. Business Telephone Number of Building Owner:

**Representative or Attorney Representing the Applicant in Connection with the Application for a License to Traffic in Alcohol at the Establishment Identified in this Notice**

26. Representative/Attorney's Full Name:

27. Representative/Attorney's Street Address:

28. City, Town or Village:  State:  Zip Code:

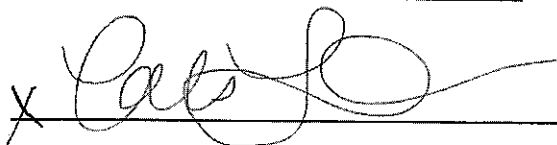
29. Business Telephone Number of Representative/Attorney:

30. Business E-mail Address of Representative/Attorney:

I am the applicant or licensee holder or a principal of the legal entity that holds or is applying for the license. Representations in this form are in conformity with representations made in submitted documents relied upon by the Authority when granting the license. I understand that representations made in this form will also be relied upon, and that false representations may result in disapproval of the application or revocation of the license.

By my signature, I affirm - under Penalty of Perjury - that the representations made in this form are true.

31. Printed Principal Name:  Title:

Principal Signature: X 

**CERTIFIED MAIL**

CARABALLO BUSINESS LICENSING  
111 ATLANTIC AVENUE  
BROOKLYN, NEW YORK 11201



7020 3160 0001 3003 3843

**Retail**



10962

U.S. POSTAGE PAID  
FCM LETTER  
BROOKLYN, NY 11201  
OCT 05, 2023

**\$8.56**

R2304H107565-17

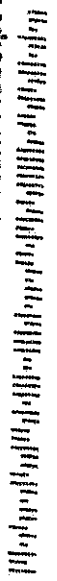
**RDC 99**

ORANGETOWN TOWN HALL  
26 W ORANGEBURG ROAD  
ORANGEBURG, NY 10962

ORANGE  
BURG  
NY  
10962

Certified Mail  
Return Receipt Requested

10962-17565





CHARLOTTE MADIGAN  
TOWN CLERK

TOWN CLERK  
**TOWN OF ORANGETOWN**  
TOWN HALL  
26 ORANGETOWN RD.  
ORANGETOWN, NY 10962

TEL: (845) 359-5100  
FAX: (845) 359-5126  
townclerk@orangetown.com

January 5, 2018

NY State Liquor Authority  
Licensing Division  
Alcoholic Beverage Control  
80 S. Swan Street, Ste 900  
Albany, NY 12210-8001

To Whom It May Concern:

The Town of Orangetown, Orangeburg, NY 10962, has no objection to an On-Premises Liquor License being granted to 50 E. Central Ave Pub Inc., 50 East Central Avenue, Pearl River, New York, 10965, and do hereby grant a Thirty-Day Waiver.

If you have any other questions, please feel free to contact the Town Clerk's Office at the above telephone number.

Sincerely,

Charlotte Madigan  
Town Clerk

Cc: Orangetown Police Department



TOWN ATTORNEY'S OFFICE

INTER-OFFICE MEMORANDUM

DATE: October 13, 2023

TO: Rosanna Sfraga, Town Clerk (with originals)

cc: Town Board Members (w/o encl.)  
Kimberly Allen, Administrative Secretary to the Supervisor (w/o encl.)  
Ashley Schutter, Account Clerk (w/o encl.)

FROM: Dennis D. Michaels, Deputy Town Attorney *(DM)*

RE: Certificate of Plumbing Registration (Sewer Work) 2023

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The following applicant is qualified, pursuant to the qualification certificate received from Eamon Reilly, Commissioner of the Department of Environmental Management and Engineering (original attached), and the bond and insurance certificates having been reviewed and approved (originals attached), from a legal standpoint, by the Office of the Town Attorney.

Pro Cut Landscaping, Inc.  
11 Pineview Road  
West Nyack, NY 10994  
Tel.: 845-727-8815

This Certificate of Registration has been placed on the next Regular Town Board Meeting agenda scheduled for October 24, 2023.

Should you have any questions, please do not hesitate to contact this Office.

encl.

# Town of Orangetown Police Department

26 W. Orangeburg Road . Orangeburg, NY, 10962  
(845) 359-3700 ~ (845) 359-4563 (fax) ~ www.orangetown.com



***P.O. Michael A. Yannazzone, Jr. #215***  
***Special Services Division***  
***Emergency and Resource Management***  
(845) 359-7395 x3509 (office/voicemail)  
myannazzonejr@orangetown.com (email)



October 4, 2023

Denooyer Chevrolet, Inc.  
Attn: Mr. Lenny Durocher  
127 Wolf Rd.  
Colonie, NY 12205

Mr. Durocher,

Please accept this ***Letter of Intent*** to purchase two (2) 2023 Chevrolet Tahoe SSVs in accordance with pre-existing specifications listed on the NYS OGS vehicle marketplace mini-bid platform at the grand total price of \$93,688.48, mini bid # 14596.

Any further action on this intended purchase shall be pending the decision of the Chief of Police and Town Board resolution, which is currently anticipated to be no sooner than 10/24/2023.

Please feel free to contact me with any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'P.O. Michael A. Yannazzone, Jr. #215'.

P.O. Michael Yannazzone  
Fleet Manager

Specific call for offers from: [1379 OGS Solicitation 23166: Vehicles, Class 1-8](#)

# 14596 (1) Chevrolet Tahoe SSV - Town of Orangetown Police

Award phase

Settings	Participants	Schedule	Pricing sheets	Questionnaires	Question & Answer
Offers/Applications	Compare & Select				1 1

Offer phase (2) Evaluation (2) Awarding (0)

Combined Vehicles Built to Specifications Pricing Sheet Pre-Existing Vehicles Pricing Sheet

Offer Model Year [Edit](#) [Sort on supplier](#)

Make Model & Trim Level

Total Number of Vehicles

Rank	Name	Pricing sheet	Model Year	Make	Model & Trim Level	NYS Price for Vehicle	Total Number of Vehicles	Total Price for Mini-Bic	Phase
1	<a href="#">Denoyer Chevrolet Inc</a>	Pre-Existing Vehicles Pricing Sheet	2023	chevrolet	tahoe SSV	\$58,302.99	1	\$46,844.24	Evaluation

2	<a href="#">Chevrolet of Smithtown</a>	Vehicles Built to Specifications Pricing Sheet	2024	Chevrolet	Tahoe SSV	\$58,302.99	1	\$58,302.99	Evaluation
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## NYSDOT Municipal Snow & Ice Program

### AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET

#### For Index Lump Sum Agreements

2020/21 Snow & Ice Season

Current Contract Period: 7/1/2019 to 6/30/2024

<b>Municipality</b>	TOWN OF ORANGETOWN	<b>Contract #</b>	D014891
<b>County</b>	ROCKLAND	<b>Region</b>	8
<b>Contract LM</b>	62.5		

<b>2019/20 Season's Estimated Expenditure</b>				\$197,783.12		
%	<b>Labor</b>	41.66%	<b>Materials</b>	27.68%	<b>Equipment</b>	30.66%
<b>Value</b>	\$82,393.99		\$54,746.92		\$60,642.21	

#### **LABOR \***

Labor Portion of 2019/20 Estimated Expenditure \$82,393.99  
 % Labor Increase/Decrease for 2020/21 Season x 2.0 % 1647.88  
 Additional/Less Labor Costs for 2020/21

<b>Labor Portion of 2020/21 Season Estimated Expenditure</b>	<b>\$ 84,041.87</b>
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\* Attach Municipality's certification of applicable labor cost increase

#### **MATERIALS**

Materials Portion of 2019/20 Extension's Estimated Expenditure \$54,746.92

	% Materials	2019/20 Total Material \$	I. Proportionate \$ Amount	2020/21 Price Per Unit	2019/20 Price Per Unit	Difference (Show +/-)	II. ± ▲ %	I. x II. Inc/Dec
Salt	100.00%	\$54,746.92	\$54,746.92	\$63.00	\$67.02	-\$4.02	-6.00%	-\$3,283.83
Sand								
Other								
Materials Total								\$51,463.09

<b>Materials Portion of 2020/21 Season's Estimated Expenditure</b>	<b>\$51,463.09</b>
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#### **EQUIPMENT**

Equipment Portion of 2019/20 Estimated Expenditure \$60,642.21  
 % Equipment Increase/Decrease for 2020/21 Season x 0.00%  
 Additional/Less Equipment Costs for 2020/21

<b>Equipment Portion of 2020/21 Season Estimated Expenditure</b>	<b>\$60,642.21</b>
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<b>SUBTOTAL of Labor + Materials + Equipment:</b>	<b>\$ 196,147.17</b>
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**FIXED COSTS (fill out if necessary)**

Salt Storage (Barns)		
DTN Weather Service		# 5724
Snow Fence		
	<b>Total Fixed Costs</b>	# 5724


<b>2020/21 SEASON ESTIMATE</b> (Labor + Materials + Equipment + Fixed Costs)	# 201,871.17
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**SUMMARY OF COSTS**

	2019/20 \$	%	2020/21 \$	%
Labor	\$82,393.99	41.66%		
Materials	\$54,746.92	27.68%		
Equipment	\$60,642.21	30.66%		
Fixed Costs				
<b>Totals</b>	<b>\$197,783.12</b>	<b>100%</b>		<b>100%</b>

<b>A: Original Base Season Estimate from Current Agreement:</b>	\$197,783.12
<b>B: 2020/21 Season Estimate</b>	# 201,871.17
<b>Increase or Decrease (B minus A)**</b>	# 4,088.05

*\*\*Due to a light winter during the 2019/20 season, if an increase of more than \$65,268.43 is needed for the 2020/21 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.*

Estimate Recommended/Reviewed By:  \_\_\_\_\_  
Resident Engineer

Estimate Reviewed By:  10.6.23  
Municipality

Estimate Approved By: \_\_\_\_\_  
S&I Program Manager

Contract No.: D014891  
 Supplemental Agreement No.: 1  
 Date Prepared: \_\_\_\_\_

**SUPPLEMENTAL AGREEMENT No. 1 to Contract No. D014891**

This Supplemental Agreement is by and between:

the New York State Department of Transportation (“NYSDOT”), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State (“State”); and the

TOWN OF ORANGETOWN (“Municipality”)  
 Acting by and through the \_\_\_\_\_.

This amends the existing Municipal Snow and Ice Agreement between the parties in the following respects only (*check all that apply*):

- Amending the contract end date ONLY
- Amending the number of lane miles/specific roads covered under Paragraphs 7 and 9 of the Original Agreement (revised map attached)
- Amending the estimated expenditure for the \_\_\_\_\_ season by:
  - adding funding due to exceeding the Estimated Expenditure for the above-mentioned season (required Amendment B attached with a copy of the final snow & ice voucher, if applicable)
  - adding funding to adjust the Estimated Expenditure to account for increases in labor, materials, equipment, and/or overall costs, per the terms in Paragraphs 9 and 10 in the Original Agreement (Adjustment Worksheet and Municipal Resolution attached)
- Extending the Agreement for an additional 5-year period (Extension No. \_\_\_\_\_ of a maximum of 3)
- Other: \_\_\_\_\_

Contract No.: D014891  
Supplemental Agreement No.: 1  
Date Prepared: \_\_\_\_\_

**IN WITNESS THEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY:

By: \_\_\_\_\_  
For Commissioner of Transportation

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

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

Print Name: \_\_\_\_\_

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

STATE OF NEW YORK

)ss.:

COUNTY OF ROCKLAND

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipality described in and which executed the above instrument; that it was executed by order of the \_\_\_\_\_ of said Municipality pursuant to a resolution that was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM  
STATE OF NEW YORK ATTORNEY GENERAL

APPROVAL BY NYS COMPTROLLER'S OFFICE

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

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

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

Orangetown Representative:  
R.C. Soil and Water Conservation Dist.-Chairman  
Stormwater Consortium of Rockland County  
Rockland County Water Quality Committee




**HIGHWAY DEPARTMENT  
TOWN OF ORANGETOWN**  
119 Route 303 · Orangeburg, NY 10962  
(845) 359-6500 · Fax (845) 359-6062  
E-Mail – [highwaydept@orangetown.com](mailto:highwaydept@orangetown.com)

Affiliations:  
American Public Works Association NY Metro Chapter  
NYS Association of Town Superintendents of Highways  
Hwy. Superintendents' Association of Rockland County

## MEMORANDUM

**TO:** Town Board

**FROM:** James J. Dean, Superintendent of Highways 

**DATE:** October 18, 2023

**RE:** Award Bid - Franklin Avenue Curb and Sidewalk Improvements

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**Please add the following item to the Town Board Agenda of October 24, 2023:**

**WHEREAS**, the Superintendent of Highways duly advertised for sealed bids for Franklin Avenue Curb And Sidewalk Improvements , which were received and publicly opened on October 4, 2023. Now, Therefore, Be It

**RESOLVED**, upon the recommendation from the Superintendent of Highways, that the Town Board hereby awards this bid to VAD Construction Corp, White Plains, NY, the low bidder, in the amount of \$ 115,309.50 to be charged to H.5410.200.08.

JJD/Kf



**BID OPENING TIME** 11:00AM **DATE** 4-Oct-23

CONTRACTOR NAME & ADDRESS	11:00AM	11:00AM	11:00AM	11:00AM	11:00AM
	<i>Raja Contractors Bellrose, NY</i>	<i>A-Tech Edison NJ</i>	<i>MFD Quality Construction New City, NY</i>	<i>MORANO Bros Corp Creston in Hudson NJ</i>	<i>VAD Construction White Plains NY</i>
DATE RECEIVED	10/4/23	10/4/23	10/4/23	10/4/23	10/4/23
TIME RECEIVED	8:54 AM	9:49 AM	9:54 AM	9:58 AM	10:00 AM
NON COLLUSION STATEMENT	✓	✓	✓	✓	✓
BID BOND or CERTIFIED CHECK	✓	✓	✓	✓	✓

ITEM No. 1 Installation of New Concrete Pedestrian Ramps Est Qty 500SF					
UNIT PRICE	\$ 27.00	\$ 35.00	\$ 39.20	\$ 50.00	\$ 22.25
TOTAL	\$ 13,500.00	\$ 17,500.00	\$ 19,600.00	\$ 25,000.00	\$ 11,125.00

ITEM No. 2 Installation of New Concrete Sidewalks Est Qty 2900 SF					
UNIT PRICE	\$ 18.10	\$ 16.00	\$ 25.00	\$ 30.00	\$ 14.75
TOTAL	\$ 52,490.00	\$ 46,400.00	\$ 72,500.00	\$ 87,000.00	\$ 42,775.00

ITEM No. 3 Installation of Belgium Block Curbs Est Qty 700LF					
UNIT PRICE	\$ 68.00	\$ 75.00	\$ 80.00	\$ 105.00	\$ 22.75
TOTAL	\$ 47,600.00	\$ 52,500.00	\$ 56,000.00	\$ 73,500.00	\$ 15,925.00

ITEM No. 4 Installation of Concrete Curbs Est Qty 50LF					
UNIT PRICE	\$ 60.00	\$ 100.00	\$ 105.00	\$ 85.00	\$ 50.00
TOTAL	\$ 3,000.00	\$ 5,000.00	\$ 5,250.00	\$ 4,250.00	\$ 2,500.00

ITEM No. 5 Asphalt Driveway Aprons Est Qty 800 SF					
UNIT PRICE	\$ 15.50	\$ 14.00	\$ 18.00	\$ 23.00	\$ 12.50
TOTAL	\$ 12,400.00	\$ 11,200.00	\$ 14,400.00	\$ 18,400.00	\$ 10,000.00

ITEM No. 6 Remove and Replace Concrete Stairs Est Qty 3EA					
UNIT PRICE	\$ 8700.00	\$ 9000.00	\$ 10000.00	\$ 12000.00	\$ 3000.00
TOTAL	\$ 26,100.00	\$ 27,000.00	\$ 30,000.00	\$ 36,000.00	\$ 9,000.00

ITEM No. 7 Remove, Store, and Reset Concrete Block Pavers Est Qty 10SY.					
UNIT PRICE	\$ 162.00	\$ 300.00	\$ 225.00	\$ 600.00	\$ 55.00
TOTAL	\$ 1,620.00	\$ 3,000.00	\$ 2,250.00	\$ 6,000.00	\$ 550.00

ITEM No. 8 Saw Cutting Pavement Est Qty 900LF					
UNIT PRICE	\$ 4.00	\$ 2.00	\$ 7.50	\$ 3.00	\$ 4.00
TOTAL	\$ 3,600.00	\$ 1,800.00	\$ 6,750.00	\$ 2,700.00	\$ 3,600.00

ITEM No. 9 White Epoxy Reflectorized Pavement Stripes - 15 Mills Est Qty 1026LF					
UNIT PRICE	\$ 3.00	\$ 2.00	\$ 3.50	\$ 4.00	\$ 3.25
TOTAL	\$ 3,078.00	\$ 2,052.00	\$ 3,591.00	\$ 4,104.00	\$ 3,334.50

ITEM No. 10 Maintenance and Protection of Traffic (min \$2000.00) Est Qty 1LS					
TOTAL	\$ 10,000.00	\$ 7,500.00	\$ 10,000.00	\$ 25,000.00	\$ 4,000.00

ITEM No. 11 Maintenance of Site (min \$2000.00) Est Qty 1LS					
TOTAL	\$ 4,000.00	\$ 2,000.00	\$ 7,500.00	\$ 37,000.00	\$ 2,500.00

ITEM No. 12 Miscellaneous Additional Work Est Qty 1LS					
TOTAL	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
SUMMATION	187,388.00	185,952.00	241,341.00	328,954.00	115,309.50

**BID OPENING TIME** 11:00AM **DATE** 4-Oct-23

**CONTRACTOR NAME & ADDRESS**

*Paladino Concrete  
Contractors Corp  
MT Vernon NY*

*D. TIRUCCIO  
LANSCAPING INC  
FA. B. FIELD NY*

<b>DATE RECEIVED</b>	10/4/23	10/4/23				
<b>TIME RECEIVED</b>	10:14 AM	10:23 AM				
<b>NON COLLUSION STATEMENT</b>	✓	✓				
<b>BID BOND or CERTIFIED CHECK</b>	✓	✓				

<b>ITEM No. 1 Installation of New Concrete Pedestrian Ramps Est Qty 500SF</b>						
UNIT PRICE	\$ 79.00	\$ 92.00	\$	\$	\$	
TOTAL	\$ 14500.00	\$ 46000.00	\$	\$	\$	
<b>ITEM No. 2 Remove and Replace Concrete Staire Est Qty 2900SF</b>						
UNIT PRICE	\$ 2500	\$ 30.93	\$	\$	\$	
TOTAL	\$ 72500.00	\$ 89697.00	\$	\$	\$	
<b>ITEM No. 3 Installation of Belgium Block Curbs Est Qty 700LF</b>						
UNIT PRICE	\$ 89.00	\$ 44.29	\$	\$	\$	
TOTAL	\$ 62300.00	\$ 31003.00	\$	\$	\$	
<b>ITEM No. 4 Installation of Concrete Curbs Est Qty 50LF</b>						
UNIT PRICE	\$ 65.00	\$ 120.00	\$	\$	\$	
TOTAL	\$ 3250.00	\$ 6000.00	\$	\$	\$	
<b>ITEM No. 5 Asphalt Driveway Aprons Est Qty 800 SF</b>						
UNIT PRICE	\$ 11.00	\$ 15.00	\$	\$	\$	
TOTAL	\$ 8800.00	\$ 12000.00	\$	\$	\$	
<b>ITEM No. 6 Removal and Replace Concrete Stairs Est Qty 3EA</b>						
UNIT PRICE	\$ 4300.00	\$ 5333.33	\$	\$	\$	
TOTAL	\$ 12900.00	\$ 16000.00	\$	\$	\$	
<b>ITEM No. 7 Remove, Store, and Reset Concrete Block Pavers Est Qty 10SY</b>						
UNIT PRICE	\$ 225.00	\$ 350.00	\$	\$	\$	
TOTAL	\$ 2250.00	\$ 3500.00	\$	\$	\$	
<b>ITEM No. 8 Saw Cutting Pavement Est Qty 900LF</b>						
UNIT PRICE	\$ 7.00	\$ 7.22	\$	\$	\$	
TOTAL	\$ 6300.00	\$ 6498.00	\$	\$	\$	
<b>ITEM No. 9 Whit Epoxy Reflectorized Pavement Stripes - 15 Mills Est Qty 1026LF</b>						
UNIT PRICE	\$ 3.50	\$ 7.80	\$	\$	\$	
TOTAL	3591.00	8020.00				
<b>ITEM No. 10 Maintenance and Protection of Traffic (min \$2000.00) Est Qty 1LS</b>						
UNIT PRICE	1500.00	3000.00				
TOTAL	1500.00	3000.00				
<b>ITEM No. 11 Maintenance of Site (min \$2000.00) Est Qty 1LS</b>						
UNIT PRICE	1500.00	3000.00				
TOTAL	1500.00	3000.00				
<b>ITEM No. 12 Miscellaneous Additional Work Est Qty 1LS</b>						
UNIT PRICE	10,000 \$/LS	10,000 \$/LS	10,000 \$/LS	10,000 \$/LS	10,000 \$/LS	
TOTAL	10000.00	10000.00				
SUMMATION	226391.00	234698.00				

## TEMPORARY LICENSE AGREEMENT

This License Agreement dated the \_\_\_\_ day of \_\_\_\_\_ 2023, by and between THE TOWN OF ORANGETOWN, a municipal corporation of the State of New York, having its principal office at 26 W. Orangeburg Road, Orangeburg, NY 10962, hereinafter referred to as “Licensor” or “Town” and the Tappan Fire District, established and existing as a New York fire district formed and existing under the laws of the State of New York, having its principal office at 123 Washington Street, Tappan, NY hereinafter referred to as “Licensee”; and

**WHEREAS**, Licensor is the owner of a certain parcel of land located in the Town of Orangetown, County of Rockland, State of New York identified as Tappan Memorial Park, (SBL 77.11/3/62) (“the Premises”); and

**WHEREAS**, Licensee desires to obtain a temporary license from Licensor to use a portion of the Premises as designated by Licensor for purposes of removing certain trees identified by licensor and licensee as being authorized for removal by licensor based upon their location and proximity to Licensee’s property, specifically on the northeast corner of the Premises, to be specified by the parties prior to removal; and

**WHEREAS**, the Licensee agrees to replant at least two Kousa Dogwood trees on the Town land from which trees have been authorized for removal under this agreement, the exact location to be specified by the Town prior to planting; and

**WHEREAS**, Licensor is willing to grant to the Licensee a temporary license to enter the Town property for purposes of permitting Licensee to remove certain identified trees located on Licensor’s property, subject to and upon the terms set forth in this License Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and the terms and conditions herein contained, the parties agree as follows:

1. **DESCRIPTION:** Licensor shall grant to Licensee a license for purposes of removing certain identified trees on Licensor’s property. Licensee represents that it will work closely with Town officials to remove only those trees that said Town officials have authorized removal.

2. **TERM:** This temporary license shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_.

3. **LICENSE FEES:** Licensee shall pay to the Licensor a license fee for the use of the Licensed Premises for the sum of \$1.00, receipt of which is hereby acknowledged.

4. **COMPLIANCE WITH LAW:** Licensee agrees to comply with all Federal, State, County and Local Laws, rules and regulations, and orders of the Town, affecting the Licensed Premises in regard to all matters.

**5. INSURANCE:** LICENSEE shall not enter into or upon the subject area, until it has obtained all insurance policies and endorsements required under this paragraph, and until such policies of insurance have been approved by the TOWN which consent shall not be unreasonably withheld.

(a) General Liability and Property Damage Insurance - LICENSEE and any contractors operating on behalf of the LICENSEE shall procure and maintain during the Term of this License Agreement such general liability and property damage insurance as shall protect LICENSEE and the Licensed Premises from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from activities, performance or operations, or lack or failure thereof under this License Agreement. The coverage amounts of such insurance shall be as follows: General Liability Insurance in a general aggregate amount of not less than Two Million dollars (\$2,000,000.00), and not less than one million dollars (\$1,000,000.00) on account of any one occurrence. Such policy shall be primary to any policy of the TOWN, and shall include a waiver of right of subrogation against the TOWN.

LICENSEE shall furnish the above insurance to the TOWN and shall also name the TOWN as an additional insured in said policies.

(b) Insurance Covering Special Hazards: The following special hazards shall be covered by a rider and/or riders to the policy and/or policies herein elsewhere required to be furnished by LICENSEE, or by separate policies of insurance, in amounts as follows: Automobiles and Automobile Trucks – limits shall be the same as required under General Liability Insurance as hereinbefore specified.

(c) Defense of Action or Suits: Neither the TOWN, nor any of its officers, officials, employees or agents, shall, in any manner, be answerable, liable or responsible for any loss or damages that may happen to the Licensed Premises, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the performance or operation of the License Agreement, except as a result of the TOWN's negligence, or its acts or omissions. Neither the TOWN, nor any of its officers, officials, employees or agents, shall be in any manner answerable, liable or responsible for any injury or damages or compensation required to be paid under any present or future law, to any person or persons whatsoever, whether staff or employees of LICENSEE, its contractors or employees, or otherwise, or for damages to any property, whether belonging to the employees of LICENSEE or otherwise, or for loss or damages to any property, whether belonging to the LICENSEE or others, occurring during, or resulting from, the performance or operation of the License Agreement. LICENSEE shall properly guard against all injuries, loss and property damages. LICENSEE shall indemnify, defend and save harmless the TOWN, its officers, officials, employees and agents against all such injuries, losses damages and compensation arising out of or resulting from LICENSEE's performance, operation, carrying out, execution or conducting any aspect of this License Agreement, or associated activities or business, whether by violation of statute, law, ordinance, regulation, order or decree or common law liability. LICENSEE shall, from the commencement of the term of the License Agreement until completion, termination, revocation, cancellation or expiration thereof, maintain General Liability Insurance in the amounts



hereinbefore stated for the protection of LICENSEE and the TOWN, and shall furnish upon request duplicates of the insurance policies to the TOWN, stamped by the insurer "Premium Paid." These policies shall be written by an insurance company or companies reasonably approved by the TOWN.

(d) LICENSEE shall furnish the TOWN with satisfactory proof of coverage of the required insurance policies.

Each insurance policy and certificate shall have endorsed thereon:

"No cancellation of or change in the policy shall become effective until after ten (10) days' written notice to the TOWN CLERK, Town of Orangetown, 26 W. Orangeburg Road, Orangeburg, NY 10962."

(e) LICENSEE expressly acknowledges and agrees that its liability and property damage insurance shall be primary to that carried by the TOWN, and that the TOWN shall have no liability to LICENSEE, or to LICENSEE'S insurance carrier, directly or by subrogation, for any loss sustained at or to the Licensed Premises, or to any of LICENSEE'S contents at the Premises, regardless of the cause thereof.

**6. INDEMNIFY AND HOLD HARMLESS:** Licensee agrees to protect, indemnify and hold harmless Licensor and its respective officers, employees and agents from and against all claims, actions and suits and will defend the Licensor and its respective officers, employees and agents, at its own cost and at no cost to the Licensor, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of Licensee with respect to its use of the subject premises. These indemnification provisions are for the protection of the Licensor and its respective officers, employees and agents only and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this agreement.

**7. LICENSOR REPRESENTATIONS:** Licensor represents and covenants that it is seized of good and sufficient title and interest to the property.

**8. LICENSEE REPRESENTATIONS:** Licensee represents and covenants that it is a corporation authorized to transact business in the State of New York and the signatory below has received the appropriate authorization from the corporation to execute this License Agreement and bind the corporation.

**9. LAWS OF THE STATE OF NEW YORK:** This License Agreement shall be governed by the Laws of the State of New York and the venue of any dispute shall be Supreme Court, County of Rockland.

**10. NOTICES:** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested or via recognizable

overnight mail delivery, addressed as follows:

**To Licensor:**

Town Clerk  
Town of Orangetown  
26 W. Orangeburg Road  
Orangeburg, NY 10962  
[Townclerk@orangetown.com](mailto:Townclerk@orangetown.com)

**To Licensee:**

Or to such other addresses as either party may designate in writing by notice pursuant to this paragraph.

**11. ENTIRE LICENSE/NO MODIFICATIONS:** This License Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements either oral or written. It may not be modified except by a writing signed by the parties.

**12. SEVERABILITY:** In the event any covenant, condition or provision of this License Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Concessionaire in their or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**TAPPAN FIRE DISTRICT**

**TOWN OF ORANGETOWN**

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

By: \_\_\_\_\_  
Teresa M. Kenny  
Town Supervisor

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

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

STATE OF NEW YORK )

COUNTY OF ROCKLAND )

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )

COUNTY OF ROCKLAND )

On the \_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared Teresa M. Kenny, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**BID ITEM** FRANKLIN STREET PARK BASKETBALL COURT  
**PROJECT - SOUTH NYACK**

**BID OPENING** 11:00AM **DATE** 5-Oct-23

**CONTRACTOR NAME & ADDRESS**

<i>RAJA CONTRACTORS Bellerose, NY</i>	<i>Sport-Tech Brewster, NY</i>	<i>Green Valley Group Nanuet, NY</i>	<i>PAI ALDINO CONCRETE Creations Mt Vernon, NY</i>	<i>Senco Metals Paterson, NJ</i>
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<b>DATE RECEIVED</b>	10/4/23	10/4/23	10/4/23	10/5/23	10/5/23
<b>TIME RECEIVED</b>	8:54A	11:29A	4:39P	9:51A	10:05A
<b>NON COLLUSION STATEMENT</b>	✓	✓	✓	✓	✓
<b>BID BOND or CERTIFIED CHECK</b>	✓	✓	✓	✓	✓

*BASE BID - 10-Foot Fixed Height Basketball Systems with 6" Posts and Concrete Footings with Polycarbonate Backboards rated for Outdoor Use*

Unit Price	\$ 6000.00	\$ 10,500.00	\$ 8800.00	\$ 9000.00	\$ 10000.00	
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*PROCESSED STONE (Item #4)*

Per Ton	\$ 90.00	\$ 65.00	\$ 130.00	\$ 125.00	\$ 500.00	
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*7F Asphalt*

Per Ton	\$ 380.00	\$ 250.00	\$ 298.00	\$ 225.00	\$ 1000.00	
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*Total Project Cost Including Above Items*

	\$158210.00	\$160000.00	\$156850.00	\$151700.00	\$343000.00	
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**BID ITEM**

Nonhazardous Anti-Corrosive Odor Control Chemicals

ITB-DEME-2023-01

**BID OPENING TIME**

11:00AM

**DATE** 8/17/2023  
JSA

**CONTRACTOR  
NAME  
&  
ADDRESS**

MVP Group Geo Martin Wichita, KS	G+G Enterprises Greensboro, NC	Fusion Environmental Solutions Warwick, RI
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<b>DATE RECEIVED</b>	8/15/23	8/17/23	8/17/23	
<b>TIME RECEIVED</b>	10:20A	9:23 A	10:06A	
<b>NON COLLUSION STATEMENT</b>	✓	✓	✓	
<b>BID BOND or CERTIFIED CHECK</b>	✓	✓	✓	

Cost to maintain the specified H2S and odor producing agents levels.

Includes field service, 24hr response, monitoring, equipment, installation, and chemicals.

As per attached specifications

Quantity	24	24	24	24
Unit	Month	Month	Month	Month
Unit Price (Cost per Month)	\$ 4,907.60	\$ 4,958.18	\$ 3,770.00	\$
Total Price	\$ 117,782.40	\$ 118,996.32	\$ 90,480.00	\$
Brand & Product Code	Bio-Kat NRPI0-1	GG 220	Fusion 220 Carbon Filters on Rail trail to be serviced as necessary	

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

1

**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

## INVITATION TO BID

**BIDDER'S NAME:** Fusion Environmental Solutions, LLC

**ADDRESS:** 1643 Warwick Avenue, #180 Warwick, RI 02889

Bids for the above referenced bid number and title will be received until 10:30 am on August 17, 2023, at the Town of Orangetown, 26 Orangeburg Road, Orangeburg, N.Y. 10962 at which time and place bids will be publicly opened and read aloud at 11:00 AM. Specifications and bid forms may be obtained at the same office.

**TERMS: PRICES TO REMAIN FIRM FOR THE PERIOD OF TWO (2) YEARS FROM THE DATE OF THE FIRST DELIVERY (ON OR BEFORE MAY 2024) WITH THE CHOICE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE-YEAR TERMS**

**DELIVERY: ONE WEEK FROM THE RECEIPT OF PURCHASE ORDER**

Prices are to be quoted F.O.B. DESTINATION, PREPAID with deliveries to be made to:

**TOWN OF ORANGETOWN  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
127 ROUTE 303, ORANGEBURG, NEW YORK 10962  
OR TO THE FACILITIES LISTED HEREIN**

**NOTE:**

Vendors quotations are to represent bids on the stated specifications and they shall supply materials/equipment as specified. Where a vendor quotes on a variance of the specifications, it is the vendor's obligation to clearly identify the alternate offered in lieu of the specification on this bid; and to supply adequate information in order for the Town to evaluate the alternate offered. Where information supplied refers to manufacturer's catalogs, vendors shall attach such catalogs to their bid sheet and include the catalog name and page number reference next to the bid item.

The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. This requirement must be strictly complied with.

The undersigned reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Town of Orangetown.

**DATED:** August 1, 2023

**TOWN OF ORANGETOWN  
ORANGEBURG, NEW YORK 10962**

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

2

**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

BY: EAMON REILLY, PE.  
COMMISSIONER DEME

TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

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TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

PLEASE MAKE COPY OF BID FOR YOUR RECORDS

### BIDDER'S CHECK LIST

Your response to our above referenced bid may be considered unresponsive and may be rejected if the following forms are not included at the time of the bid opening.

- Notarized Affidavit of Non-Collusion as required by NYS Law
- A Bid Deposit in the amount of \$ 500.00. (See page 7).
- As per page 9 of the bid package, the Town of Orangetown requires a current insurance certificate, with the Town of Orangetown listed as additional insured, be on file in the DEME Department. You will be given five (5) business days from to notice of award to supply this form or the bid will be rescinded. Please note if the excess/umbrella clause is required.
- Experience / References form.
- Equipment form.
- Samples and/or Specifications as required. Bidders must send materials, marked with Company Name, Bid No. and Item No. on bid when bidding on or equal items. These must be received prior to bid opening.
- OTHER: \_\_\_\_\_

**IF, AFTER AN AWARD HAS BEEN MADE TO YOU, AND YOU CANNOT SUPPLY THE AWARDED ITEM OR ITEMS SUCH THAT THE AWARD HAS TO BE RESCINDED, THERE WILL BE A \$250.00 CHARGE TO COVER THE ADMINISTRATIVE EXPENSES OF THE TOWN**

**GENERAL CONDITIONS:** All proposals shall be made upon forms furnished by the Commissioner of DEME for the Town of Orangetown and shall be contained in sealed envelopes addressed to Town of

Orangetown, Commissioner of DEME, 26 Orangeburg Rd. Orangeburg, New York 10962 Forms of proposal as issued by the Commissioner DEME shall be completely filled in, in ink or by typing on



**BANK OF AMERICA** 

Cashier's Check

No. 1025002800

Notice to Purchaser: In the event that this check is lost, misplaced, or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-171140

Date 08/16/23 03:01:27 PM

BALD HILL

NRI

793 0078000 119

Pay



**BANK OF AMERICA**



**\*\*\$500.00\*\***

\*\*Five Hundred and 00/100 Dollars\*\*



To The **TOWN OF ORANGETOWN**  
Order Of

Remitter (Purchased By): **FUSION ENVIRONMENTAL SOLUTIONS, LLC**

Bank of America, N.A.  
SAN ANTONIO, TX

*Penny Bergum*  
AUTHORIZED SIGNATURE

⑈ 10 2500 2800 ⑈ ⑆ 1140000190 ⑆ 1641005495 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK.  HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS. 

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original bid form. No photocopies will be accepted. No bid will be accepted which contains any changes, additions, omissions or erasures.

The Commissioner of DEME for the Town of Orangetown reserves the right to waive any informality and to reject any or all bids.

Bidder must submit with bid detailed specifications, circulars and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Commissioner of DEME reserves the right to reject any bid if its compliance with the specifications is not clearly evident.

Bids on equipment must be on standard new equipment, of latest model, and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the Occupational Safety and Health Act (OSHA).

All Vendors must comply with provisions of the Toxic Waste Right to Know Law and provide the Town with any and all information as required by law.

The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal.

All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of mail.

The right is reserved to award bids on individual items or on total sums. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

No contract hereunder shall, either in whole or part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the Commissioner of DEME.

Should the successful bidder fail to meet a delivery date required by the specifications, the Commissioner of DEME may, at his discretion, cancel the order and terminate the contract. In such event the Town will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

Should any material or equipment delivered fail to meet the specifications, the Town Commissioner of DEME may, at his discretion require the vendor in writing to replace the same with material or equipment which does meet the specification and, at the vendor's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the vendor within 30 days, to cancel the order

and terminate the contract, in which event the Town will assume no responsibility for any expense or loss to the vendor because of such cancellation or termination.

The Town of Orangetown reserves the right to terminate any contract or award which arises as the result of this bid, for any reason, that is in the best interest of the Town. Delivery must be made as ordered and in accordance with the proposal and specification.

Placing in the mail of a Notice of Award and/or purchase order to a successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract. The award contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of this bid.

The Contractor shall comply with all the provisions of the laws of the Town of Orangetown, the State of New York and the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the General Municipal Law, The Workmen's Compensation Law, The Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

The Town of Orangetown reserves the right to extend the contract under the same terms and conditions for up to twelve (12) months from date of expiration provided such extension is mutually agreeable to both the Town and the Contractor.

**DRUG-FREE WORKPLACE ACT OF 1988:** All Contractors providing property or services to the Town of Orangetown valued at \$25,000 or more, or any Contractor participating in a project involving a grant from any federal agency must comply with all aspects of this law.

The Drug-Free Workplace Act of 1988 ("Act") takes effect on March 18, 1989. The Act applies to any federal government contractor providing property or services valued at \$25,000 or more, or any establishment receiving a grant from any federal agency. A covered federal contractor must certify to the contracting agency that it will provide a drug-free workplace.

The Act requires each covered contractor to provide each employee a written statement informing employees that the manufacture, distribution, possession or use of controlled substances is prohibited in the workplace. The statement must specify the actions that will be taken for violations and that as a condition of employment the employee must abide by such statement and notify the employer of any conviction under a criminal drug statute for a violation occurring in the workplace within five days of such conviction. An employer who learns that an employee has been convicted must notify the contracting agency within ten days of receiving notice of the conviction. In addition, the employer must discipline the convicted employee or require him to participate in a drug abuse assistance program. Covered contractors are also required to establish an awareness program informing employees of the dangers of workplace drug use, the

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CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

employer's drug-free workplace policy, services available for dealing with drug problems and penalties for drug abuse violations. (A covered contractor who is an individual as opposed to a partnership or corporation need only certify in the contract that he will not engage in the unlawful manufacture, distribution or use of a controlled substance.)

A government agency may terminate a contract if the contractor fails to comply with the Act or has so many employees criminally convicted for workplace drug violations that the agency believes the contractor is not making a good faith effort to establish and maintain a drug-free workplace. As used in this Act, the term "contractor" means the person responsible for performing the contract. Since there are presently no regulations on this Act, it is not clear whether the Act will apply to subcontractors and suppliers of federal contractors. The Drug Abuse Policy Office has stated that the contracting agency will determine whether the Act applies to subcontractors.

**QUALITY ASSURANCE PROGRAM:** Vendor agrees to participate in the Town of Orangetown's Quality Assurance Program. Vendor agrees to meet with the Commissioner of DEME within 72 hours notice to address problems related to product and/or service. Failure to meet with the Commissioner and outline corrective actions will result in repeal of award.

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TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

VENDORS NAME: Fusion Environmental Solutions, LLC

### NON-BIDDER'S RESPONSE

For the purpose of facilitating your firm's response to our invitation to bid, the Town of Orangetown is interested in ascertaining reasons for prospective bidder's failure to respond to "Invitations to Bid". If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and return this form to the above address.

We are *not* responding to this "Invitation to Bid" for the following reason(s):

\_\_\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.).

\_\_\_\_\_ Quantities too Small.

\_\_\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_\_\_ Incorrect address used. Our correct mailing address is: \_\_\_\_\_

\_\_\_\_\_ Our branch / division handles this type of bid. We have forwarded this bid on to them but for the future the correct name and mailing address is: \_\_\_\_\_

OTHER: \_\_\_\_\_

**Thank you for your participation in this bid.**

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BID NUMBER: ITB-DEME-2023-01

**AFFIDAVIT OF NON-COLLUSION**

The undersigned, having a principal place of business at:

NAME OF BIDDER: Fusion Environmental Solutions, LLC

PHONE NO.: 401-302-2448 EXT.: \_\_\_\_\_

BUSINESS ADDRESS: 1643 Warwick Avenue, #180

TELEFAX NO.: \_\_\_\_\_

Warwick, RI 02889

and being experienced and responsible for the performance of the same, agrees to furnish and deliver F.O.B., inside Delivery to locations as specified, at the prices set forth by bidder in the specifications hereto annexed. The amount of the bid deposit, accompanying this bid is:  \$500.00  5% of Total Bid  Waived  Other: \_\_\_\_\_ in the form of a Certified Check or Bid Bond.

**CERTIFICATION AND SIGNATURE FORM**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement with anyone for the purpose of restricting competition with any other contractor, bidder or potential bidder.
1. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
2. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
3. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
4. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
5. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
6. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

  
Signature & Company Position

Elijah J Hannon  
Type Name & Company Position

Fusion Environmental Solutions, LLC  
Company Name

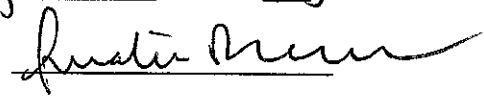
08/16/2023  
Date Signed

36-5041323

SWORN TO BEFORE ME THIS

August 16<sup>th</sup> DAY OF 20 23

NOTARY PUBLIC



AMOLIA ROSA  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES AUG. 10, 2026

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TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

Federal I.D. Number

**Receipt Confirmation Form**

**Please complete and return this confirmation form within 5 working days of receipt of bid package to:**

EAMON REILLY, PE, COMMISSIONER  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
Town of Orangetown  
26 Orangeburg Road  
Orangeburg, New York 10962  
Tele: (845) 359-6502 Fax: (845) 359-6951

**Failure to return this form may result in no further communication or addenda regarding this Bid.**

Company Name: Fusion Environmental Solutions, LLC

Address: 1643 Warwick Avenue, #180

City: Warwick State: RI Zip Code: 02889

Contact Person: Elijah J. Hannon

Phone Number: 401-302-2448 EXT:      Fax Number:     

Email: elijah.hannon@fusionenvironmentalsolutions.com

I have received a copy of the above noted Bid.

We will be submitting a Bid

We will not be submitting a Bid

I authorize the Town of Orangetown to send further correspondence that the Town deems to be of an urgent nature by the following method;

Courier Collect:      Mail yes

Signature: 

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TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

Title: Principal

If a bidders meeting has been arranged for this Bid, please indicate if you plan to attend:  Yes /  No

rectconf.frm

### INFORMATION TO BIDDERS

#### OBLIGATION OF BIDDERS

Before submitting a bid, bidder must become fully familiar with the work to be done. Prior to submitting bid, each bidder is encouraged to visit site:


A Contractor shall not plead misunderstanding or deception because of estimates of quantities, character, location, or other conditions surrounding the same. Permission will not be given to withdraw, or modify, or explain any proposal or bid after it has been opened.

The proposal shall specify the costs, in the manner hereafter described for which the items will be supplied according to the specifications, together with a unit price for each of the separate items as called for. Any proposal shall be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the itemized proposal.

#### BID SECURITY

Each bid shall be accompanied by a certified check made payable to the Town of Orangetown in the amount indicated on the attached Bidders Chest List. In lieu of such check, the bidder may furnish a bid bond in the same amount, and having as surety thereon a surety company licensed to do business in the State of New York and approved by the Town Attorney.

Checks or bid bonds of all formal bidders will be returned after the contract has been executed.

#### AWARD OF CONTRACT

Award of contract will be made to the lowest responsible qualified bidder whose proposal shall comply with all of the provisions required to render it formal. The Town or the Commissioner of DEME reserves the right to waive any informality or to reject any or all proposals and may advertise for new proposals, if the best interest of the Town will be served. The Town or the Commissioner of DEME may require any and all bidders to present evidence of experience, ability and financial standing as well as a statement as to the equipment which the bidder will have available for the executing of this contract. The Town reserves the right to award this contract either on an item-by-item basis or as a total award of all items in combination.

#### EXECUTION OF CONTRACT

The bidder whose proposal is accepted will be required to execute the contract and furnish bonds and evidence of insurance within five days from date of Notice of Award, if required. In case of failure or refusal on the part of the bidder to enter into contract or to furnish bonds, if required, within the set period, the amount of deposit may be forfeited to the

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Town and the contract may be awarded to the next lowest responsible bidder. Upon the execution of the contract and approval of the bond, the deposit will be returned to the proposer. The deposit of persons other than the one to whom award of contract is made will be returned to the person or persons making the proposal immediately after the contract and bonds have been executed. Attached as Appendix I to this Invitation to Bid is the form of Contract which will be used for this work.

**NONRESTRICTIVE USE OF BRAND NAME OR EQUAL SPECIFICATIONS**

The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and are not intended to limit or restrict competition.



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**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
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## **GENERAL CONDITIONS**

### **FORM OF PROPOSAL**

All proposals shall be made upon forms furnished by the Commissioner of DEME of the Town of Orangetown and shall be contained in sealed envelopes addressed to the Commissioner of DEME, Town of Orangetown, 26 Orangeburg Road, Orangeburg, New York 10962,

The sealed envelope shall be clearly labeled with the Bid Number and Name and the Name of the Proposer.

Form of proposal as issued by the Town shall be completely filled in, in ink or typing. No bid will be accepted which contains any changes, additions, omissions or erasures.

### **EXPERIENCE & EQUIPMENT**

Bidder shall submit with the proposal a Certificate of Experience for the past three (3) years. Bidder shall list equipment owned or leased necessary for the execution of this contract. Certificate of Experience and Certificate of Equipment are included in these documents, if applicable.

### **BONDS**

The Contractor shall furnish a performance bond in a sum equal to {        }% of the annual contract, renewable annually for the term of the contract.

If this box is checked, a performance bond IS REQUIRED.

### **CONTRACT EXECUTORY**

This contract shall be deemed executory only to the extent of moneys appropriated and available for the purpose of the contract, and no liability on account thereof shall be incurred by the political subdivision beyond the amount of such moneys. The contract is not a general obligation of the Town of Orangetown. Neither the full faith and credit nor the taxing power of the Town of Orangetown is pledged to the payment of any amount due or to become due under such contract. It is understood that neither this contract nor any representation by any public employee or office creates any legal or moral obligation to appropriate or make moneys available for the purpose of the contract.

### **ASSIGNABILITY OF CONTRACT**

The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part thereof, or any payment to become due thereunder, or of his right, title or interest therein or his power to execute such contract to any other person or corporation without the previous consent in writing of the Town awarding the contract. If the Contractor fails to comply with this clause, the owner may immediately declare breach of contract.

### **USE OF PREMISES**

The Contractor shall confine his equipment and the storage of materials, if any, and the portion of his employees to the limits directed by the Town and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the Town of Orangetown. Since the buildings are occupied, personnel shall be instructed to refrain from unworkmanlike conduct while on the job.

### **FAILURE TO PERFORM**

Should the Contractor fail to perform as required by the specifications, the Town may cancel the order and terminate the contract. In such event, the Town will assume no responsibility for, nor will it reimburse the contractor for any expense or loss to the contractor because of such termination or cancellation. Town will then purchase products/service on the open market and charge back the difference to defaulting vendor.

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**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
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**BID NUMBER: ITB-DEME-2023-01**

**INSURANCE: THE BID NUMBER IS TO APPEAR ON ALL INSURANCE CERTIFICATES**

**INDEPENDENT CONTRACTOR:** The CORPORATION / CONTRACTOR/ AGENCY / CONSULTANT (CONTRACTOR), is an independent contractor and covenants and agrees that it, its agents, servants and/or employees, will neither hold itself/themselves out as, nor claim to be an employee, servant or agent of the TOWN, and that it, its agents and employees will not make claim, demand or application to or for any right or privilege applicable to an officer or employee of the TOWN including, but not limited to, Worker's Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

**INSURANCE REQUIREMENTS:**

**GENERAL LIABILITY:** The CONTRACTOR shall, at its/his/her own cost and expense, procure and maintain insurance to cover his/her/its work, services, employees, agents and servants under the terms of this agreement which shall include, but not be limited to:

A.  Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL).

or

B.  Comprehensive general liability insurance in a minimal amount of one million dollars, combined single limit (CSL); with two million dollars excess of one million dollars.

**WORKERS COMPENSATION:** The CONTRACTOR shall procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the Town and the contractor from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by contractor or by any other party directly or indirectly employed by the Contractor. Copy of Certificates shall be provided to the Town of Orangetown.

**COMPREHENSIVE AUTOMOBILE INSURANCE:** The CONTRACTOR must procure, pay for, and maintain Comprehensive Automobile Insurance during the entire term of the contract in an amount no less than \$300,000/\$500,000 for each occurrence for bodily injury, and \$100,000 for each occurrence of property damage.

**DISABILITY INSURANCE & UNEMPLOYMENT INSURANCE:** The Contractor shall procure, pay for, and maintain during the entire term of the contract any disability benefits and unemployment insurance as required by law. Copy of Certificates to be provided to the Town of Orangetown.

**MALPRACTICE INSURANCE:** (I.E. professional liability) in the amount of no less than one million and 00/100th (\$1,000,000.00) dollars.

If this box **IS CHECKED**, malpractice insurance **IS REQUIRED**.

**CONTRACTOR TO HAVE ALL OTHER INSURANCE REQUIRED BY LAW.**

When the CONTRACTOR signs and returns this agreement, contractor shall provide the Town (Department of DEME) with a policy endorsement showing the above required insurance. The Town of Orangetown shall be named as additional insured on all insurance policies and policy endorsements, and the policies and policy endorsements shall provide that the insurance shall not be canceled or terminated without thirty (30) days prior written notice to the Town of Orangetown. Unless and until CONTRACTOR obtains such insurance and provides a policy endorsement to the Town, this agreement shall not be effective and no moneys shall be paid or given to the CONTRACTOR.

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**COMPLIANCE WITH LAWS**

The Contractor shall comply with all the provisions of laws in the Town of Orangetown, County of Rockland, the State of New York and of the United States of America which affect municipalities and municipal contracts, and provide at his expense, any and all permits, licenses and registrations required for the fulfillment of this agreement, and more particularly the Labor Law, the Immigration and Naturalization Laws and Regulation, the General Municipal Law, the Workers' Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulation, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth in detail below:

**A. NON-COLLUSIVE BIDDING CERTIFICATION**

The attention of the bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:

(1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold to be sold, shall contain the following true non-collusive bidding certification.

(a) By submission of this bid each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

**A. NON-COLLUSIVE BIDDING CERTIFICATION continued.....**

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulations, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of Commissioners of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the Corporation."

The form of non-collusion bidding certification included as part of this bid package must be executed by the bidder and submitted with the proposal.

The Town of Orangetown or the Commissioner of DEME reserves the right to waive any informality or to reject any or all bids.

The bid prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the Town.

**B. DISCRIMINATION IN EMPLOYMENT**

The contractor will abide by the pertinent provisions of Sections 291-299 of the Executive Law and of the Civil Rights Law of the State of New York relating to unlawful discriminatory practices insofar as they may apply to this Agreement.

**C. SOCIAL SECURITY TAXES:**

The Contractor for the agreed consideration promises and agrees to pay the taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes. The Contractor further promises and agrees to indemnify and hold the owner harmless on account of any tax measured by the wages aforesaid of employees of the contractor assessed against the owner under authority of said law.

**HOLD HARMLESS CLAUSE**

The Contractor shall defend, indemnify, save & hold harmless the Town of Orangetown, its agents, officers and employees from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property or any other cause of action, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the contractor by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all costs and other expenses, arising therefrom, or incurred in connection therewith, and if any judgement shall be rendered against the Town in any such actions, the contractor shall, at its own expense, satisfy and discharge the same.

**EXCULPATORY CLAUSE**

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the Town or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

**GUARANTEE**

Upon completion and acceptance by the Town, the Contractor shall guarantee, in writing, to the Town that all items supplied by contractor are free from any and all defects in workmanship and materials for a period of one Year, and that all items will develop capacities and characteristics as specified. If, during a period of one year from date of certificate of

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completion and acceptance of work, unless a longer period is specified, any such defects in workmanship, material or performance appear, the Contractor will remedy them without cost to the Town. Should Contractor fail to remedy such defects within a reasonable length of time, to be specified in notice from the Town, the Town may have such work done by others and Contractor shall be responsible to pay to the Town reasonable costs incurred by the Town in paying for such other entity to perform this work or remedy the defect or defects.

**RIGHT TO KNOW LAW**

"The successful bidder at the time of delivery of any toxic substance, which is defined as any substance which is listed in the latest edition of the National Institute of Occupational Safety and Health Registry of Toxic Effects of Chemical Substances or has yielded positive evidence of acute or chronic health hazards in human, animal or other biological testing, shall submit the following information to the Commissioner of DEME:

- The name or names of toxic substance(s), including the generic or chemical name
- The trade name of the chemical and any other commonly used name
- The level at which exposure to the substance(s) is determined to be hazardous, if known
- The acute and chronic effects of exposure of the toxic substance(s) at hazardous levels
- The symptoms of such effects of exposure of the toxic substance(s) at hazardous levels
- The potential for flammability, explosion and reactivity of such toxic substance(s)
- Appropriate emergency treatment for over exposure of the toxic substance(s)
- Proper conditions for safe use and exposure to such toxic substance(s)
- Procedures for cleanup of leaks and spills of such toxic substance(s)

The successful bidder shall be required to comply with the provisions of Article 48 of the Public Health Law and Article 28 of the Labor Law, and as amended, at the time of delivery of any goods and material."

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TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
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**ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE  
SUBMITTED IN WRITING.**

(PLEASE USE THIS FORM AND TELEFAX TO (845) 359-6525 TO THE ATTENTION OF EAMON  
REILLY, PE COMMISSIONER DEME. WE WILL RESPOND AS SOON AS POSSIBLE.)

DATE: 08/16/2023

Vendor Name: Fusion Environmental Solutions, LLC Fax No.: n/a

Telephone No.: 401-302-2448

No Questions

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**CERTIFICATION OF EXPERIENCE**  
(THIS FORM MUST BE FILLED IN BY VENDOR)

I Elijah J Hannon HEREBY CERTIFY THAT (COMPANY) Fusion Environmental Solutions, LLC HAS PERFORMED THE FOLLOWING WORK WITHIN THE LAST THREE YEARS:

NAME OF BUSINESS: Town of West Warwick CONTACT NAME: Jeff Chapdelaine  
ADDRESS: 1 Pontiac Ave, West Warwick, RI 02893  
AMOUNT OF CONTRACT: \$47,388.00/Year TELEPHONE NO.: 401-523-4242  
TYPE OF WORK: Odor Control FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: Town of Oxford, CT CONTACT NAME: Scott Halstead  
ADDRESS: 486 Oxford Road, Oxford, CT 06478  
AMOUNT OF CONTRACT: \$13,800.00/Year TELEPHONE NO.: 203-828-8274  
TYPE OF WORK: Odor Control FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: Village of Croton on Hudson, NY CONTACT NAME: Mike Esposito  
ADDRESS: 435 Yorktown Rd., Croton-on-Hudson, NY 10520  
AMOUNT OF CONTRACT: \$14,400/Year TELEPHONE NO.: 914-862-1419  
TYPE OF WORK: Odor Control FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: Town of Barrington CONTACT NAME: Stephen Hicks  
ADDRESS: 283 County Road, Barrington, RI 02806  
AMOUNT OF CONTRACT: \$36,000/Year TELEPHONE NO.: 401-252-1760  
TYPE OF WORK: Grease Control FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: Charles River Country Club CONTACT NAME: Jimmy Noris  
ADDRESS: 483 Dedham St, Newton, MA 02459  
AMOUNT OF CONTRACT: \$7,800/ TELEPHONE NO.: 781-711-3221  
TYPE OF WORK: Grease Control FAX NUMBER: \_\_\_\_\_



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NAME OF BIDDER: Fusion Environmental Solutions, LLC

BY: Elijah J. Hannon

TITLE: Principal

WITNESS:

## SPECIFICATIONS

### SECTION 1.0: SCOPE

- 1.1. The purpose of this program is to reduce hydrogen sulfide H<sub>2</sub>S and other odor-producing agents at established control points at the least cost to the Town of Orangetown.

### SECTION 2.0: BACKGROUND

- 2.1 In the past The Orangetown Wastewater Treatment Plant used Bioxide (Calcium Nitrate) that was manufactured by Siemens-US Filter to control odors downstream of the Hunt Road, Nyack and RPC Pump Stations. This non-hazardous nitrate-based chemical was delivered to storage tanks at Hunt Road and Nyack Pump Stations and the chemical was injected by chemical feed pumps at the headwork. The annual Bioxide usage was 55,000 gallons. The Bioxide quantities is solely stated for informational purposes to the Bidder. The Town currently uses GG220, sold by the G&G Enterprises, Inc, at various locations in the collection system to reduce odors downstream of the injection points. GG220 has been delivered as a part of an agreement between the Town and G&G Enterprises who has been able to meet all aspects of the existing contract. The current contract holder has also provided to the Town manhole insert carbon filters to aid in the removal of H<sub>2</sub>S as a value-added service at no additional cost. The Contract expires after the 2023 season and the Town is seeking alternatives to compare effective means of odor removal that may provide the same or better results at the most economical rate.

### SECTION 3.0: INTENT

- 3.1 The intent of this technical specification is to establish a term contract to control hydrogen sulfide and other odor-producing agents utilizing a non-hazardous anti-corrosive chemical on a seasonal basis (May 1 through October 31) and "as needed" at the following locations.

#### PUMP STATION

Nyack Pump Station—1 Spear Street, Nyack, NY—2 MGD

Hunt Road Pump Station—159 Hunt Road, Orangeburg, NY—3.4 MGD

RPC Pump Station—140 Old Orangeburg Road, Bldg. 68, Orangeburg, NY—0.2 MGD

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Pearl Street Pump Station—168 S. Pearl Street, Pearl River, NY—0.4 MGD

The pump station locations listed above are the areas that are currently being treated using Biokat, sold by G & G Enterprises to control odors that have been noted downstream at the following areas of odor concern:

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**AREAS OF ODOR CONCERN**

Wastewater Treatment Plant Headworks—127 Route 303, Orangeburg, NY  
Nyack Pump Station—1 Spear Street, Nyack, NY—2 MGD  
Hunt Road Pump Station—159 Hunt Road, Orangeburg, NY—3.4 MGD  
RPC Pump Station—140 Old Orangeburg Road, Bldg. 68, Orangeburg, NY—0.2 MGD  
Pearl Street Pump Station—168 S. Pearl Street, Pearl River, NY—0.4 MGD  
Lester Drive and Lowe Lane—Orangeburg, NY—Currently aided by insert style carbon filters provided by G & G as part of the services provided  
“Rail Trail”—Piermont, NY—currently aided by a carbon filter where the Nyack Gravity Line meets the Siphon line

- 3.2 Depending on chemical properties, the Bidder may choose to utilize our storage tanks at Hunt Road and Nyack Pump Station but the Bidder is responsible for setting up a chemical delivery system at all pump stations. The Bidder may also inject the chemical at a location outside a pump station as long as the location chosen will not interfere with traffic and is within town property. All costs associated with an alternate delivery system including any hoses, tanks, pump connectors controls, appurtenances, etc. shall be the responsibility of the successful BIDDER and shall be included in the price bid for this contract. A detailed description of the proposed alternate non-hazardous, anti-corrosive chemical delivery system shall be submitted as part of this bid. The Town will consider the use of an initial method that pre-cleans the system prior to the delivery of the Non-Hazardous, Non-Corrosive chemical if the Bidder is able to demonstrate that the use of the pre-cleaning method will not damage the system and will result in a more efficient and effective use of the long-term maintenance chemical. All proposals that include this additional methodology must be submitted as a detailed description of the method, the proposed cost, and the expected benefits of using the method.

**SECTION 4.0: REQUIREMENTS**

- 4.1 All items must be as specified or approved equal or equivalent. Bidders must submit applicable MSDS sheets and specifications with their bid.
- 4.2 Bids containing restrictions will not be acceptable unless the Department of Environmental Management & Engineering deems the restrictions conform to The Town of Orangetown requirements.
- 4.3 All quantities shown are estimates based on previous usage. The successful bidder will be required to furnish quantities even if different than those used whether it is more or less during the term of the contract.

**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
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- 4.4 All contractors and/or bidders shall be required to wear hard hats & safety protective equipment while doing work for and/or being on the Orangetown Wastewater Treatment Plant premises. No work will be authorized or performed without proper safety protection equipment adhering to the most recent OSHA standard & it is the vendor's responsibility to supply the necessary items of equipment.

### **SECTION 5.0: CHEMICAL DELIVERIES**

- 5.1 Unless otherwise specified, all chemical deliveries must be deliverable to the pump stations "as needed" and shall be conducted between normal business hours of 7:00 AM – 2:30 PM Monday through Friday. Deliveries outside these times may be denied at the Department of Environmental Management & Engineering's discretion, at no additional cost to the Town of Orangetown.
- 5.2 Delivery trucks must be equipped with certified metering devices that tabulate chemical dispensed or trucks must be weighed with and without chemicals. Printed meter or scale tickets must include date, feed site, and delivery amount.
- 5.3 All deliveries shall be verified via telephone at least 24 hours prior to arrival. The contact telephone number is (845) 359-6502.
- 5.4 Failure to deliver on time may result in default of bid. The Town of Orangetown is then permitted to purchase products on the open market and to charge back differences to defaulting vendor.
- 5.5 **Full service, 24-hour response must be included.**
- 5.6 Most deliveries will take place from May 1 – October 31 of same year.

### **SECTION 6.0: APPROVED EQUAL OR EQUIVALENT ITEMS**

- 6.1 Bidder must submit specifications, cut sheets, brochure data and MSDS sheets with their bid. Bidders must also include company name, address, contact, and contact telephone number of three locations where the product is being utilized (see page 14 of the bid package).

### **SECTION 7.0: TRIAL PERIOD**

- 7.1 The successful Bidder shall demonstrate to the Department of Environmental Management & Engineering that their proposed non-hazardous ant-corrosive control chemical will effectively reduce dissolved hydrogen sulfide levels between 0-2 mg/L and atmospheric hydrogen sulfide between 0-2 ppm and control other odor-causing agents on a consistent basis for a thirty (30) day trial period. If

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the Bidder fails to meet these requirements, the Town of Orangetown has the right to null and void this contract with Bidder and to award this contract to the next lowest bidder.

- 7.2 All costs associated with the trial study including equipment, appurtenances, etc. shall be the responsibility of the successful BIDDER except for the proposed chemical usage and shall be included in the price bid for this contract. The Town of Orangetown will pay for the cost of the chemical used during the trial period at the price bided.
- 7.3 During the trial period, daily monitoring, review and feed adjustments shall be made. The monitoring parameters shall include, but not limited, to the following:
- a. Dissolved sulfide level, mg/L
  - b. Atmospheric hydrogen sulfide level, ppm
  - c. Wastewater temperature (Fahrenheit)
  - d. Wastewater pH
  - e. 24-hour atmospheric hydrogen sulfide monitoring
  - f. Chemical feed rates
  - g. DEME personnel will inspect sites along the Pump Station lines for any other discernable odors.
- 7.4 All wastewater analysis conducted shall be tabulated and submitted to the Department of Environmental Management & Engineering not more than seven (7) days after the completion of the Trial Period. The report shall include the following:
- a. Raw data of all tests performed
  - b. Average, minimum, and maximum level of tests performed
  - c. Graphs of 24-hour monitoring sessions
  - d. Chart of hydrogen sulfide levels and chemical feed rates
  - e. Chemical usage
- 7.5 The Department of Environmental Management & Engineering shall have the option to extend or reduce the thirty (30) day period if necessary.

## **SECTION 8.0: SAMPLES**

- 8.1 If requested, bidder may obtain wastewater samples at each pump station to determine the dosage required to effectively reduce hydrogen sulfide and other odor causing agents prior to the bid date. Bidder must notify and receive permission from the Department of Environmental Management & Engineering at least 24 hours before arrival. The contact number is 845-359-6502.

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CONTROL CHEMICALS**

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### **SECTION 9.0: PROPOSAL**

- 9.1 The proposal shall cover the cost of the work, including field service, 24-hour response, monitoring, equipment, installation and chemicals required to maintain the specified H<sub>2</sub>S levels and other odor-producing agents. The contractor will only receive payments for the months or partial months that bidder worked at the price bid per month. If bidder works only part of the month, bidder shall be paid on a prorated basis.

### **SECTION 10.0: AWARD**

- 10.1 Bid will be awarded to the lowest responsible bidder. The low bidder accepted, for an award, is contingent on successful trial.

### **SECTION 11.0: CHEMICAL TECHNICAL SPECIFICATION**

11.1 SPECIFICATION

Solubility in Water	Complete
pH	To be Submitted

- 11.2 A Materials Safety Data Sheet (MSDS) for the proposed chemical must be submitted as part of the Bid.
- 11.3 The material shall contain no hazardous substance as defined by both the USEPA and State CERCLA lists.
- 11.4 Product must be non-hazardous liquid as in accordance with all local, state, and federal regulations which are applicable.

### **SECTION 12.0: STORAGE TANK AND FEED PUMPS TECHNICAL SPECIFICATION**

- 12.1 The chemical storage tank at the Nyack Pump Station is a 4000-gallon fiberglass-reinforced plastic (FRP) manufactured by Belding Tank Technologies. The chemical storage tank at Hunt Road Pump Station is a 4200-gallon fiberglass-reinforced plastic (FRP) manufactured by Augusta Fiberglass.
- 12.2 Pumping systems may be available for use of dosing chemical at Nyack and Hunt Road pump stations. The current chemical dosing is performed using pumps supplied by the current contract holder. The current condition of the dosing pumps at the aforementioned pump stations is unknown.

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The systems have not been used since 2017 and therefore will require field testing to ensure functionality. Bidder must either provide dosing equipment or ensure that existing equipment is functional to ensure proper dosing of chemical.

- 12.3 Bidder is responsible for assuring that the chemical provided is compatible with the feed pumps and all fittings, accessories, etc. and storage tank.

### **SECTION 13.0: INFORMATIONAL**

- 13.1 The following information is provided in Appendix A.

1. Table 1-Flow Data and Force Main Lengths
2. Figure 1- Flow Chart for Hunt Road and R.P.C. Pump Stations
3. Figure 2- Flow Chart for Nyack Pump Station
4. Figure 3- Flow Chart for Plant Headwork

**END OF SPECIFICATIONS**

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**PROPOSAL FORM**

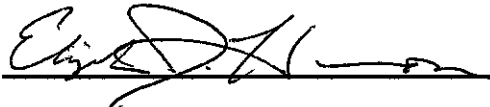
TO: TOWN OF ORANGETOWN

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the Town of Orangetown the apparatus listed below.

DESCRIPTION	QT Y.	UNIT	UNIT PRICE (COST PER MONTH)	TOTAL PRICE	BRAND NAME AND PRODUCT CODE
Cost to maintain the specified H <sub>2</sub> S and odor producing agents levels. This includes required field service, 24 hour response, monitoring, equipment, installation, and chemicals. As per attached specifications	24	MONTH	\$3,770.00	\$90,480.00	Fusion 220  Carbon Filters on Rail Trail to be serviced as necessary

(TOTAL PRICE WRITTEN  
OUT) Ninety thousand four hundred and eighty dollars and zero cents

**ONE (1) WEEK TO DELIVER AFTER RECEIPT OF PURCHASE ORDER**

SIGNED:  DATE: 08/16/2023

BIDDER: Fusion Environmental Solutions

ADDRESS: 1643 Warwick Avenue, #180 Warwick, RI 02889



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CONTROL CHEMICALS**

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## APPENDIX I

### AGREEMENT

**THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, between the TOWN OF ORANGETOWN, a municipal corporation located in the County of Rockland, State of New York, party of the first part, hereinafter called the “TOWN”, and Fusion Environmental Solutions, LLC \_\_\_\_\_, a domestic corporation having its principal place of business at 1643 Warwick Avenue, #180 Warwick, RI 02889**

\_\_\_\_\_, party of the second part, hereinafter called the “CONTRACTOR” (Include contact name and telephone number).

Whereas, the Contractor has submitted a Proposal to supply Fusion 220 and Manhole Carbon Filters to the Town of Orangetown, Department of Environmental Management and Engineering, in accordance with the Specifications and other Contract Documents for Bid Number DEME-2023-01 attached hereto and made part hereof for the following price:

DESCRIPTION	QT Y.	UNIT	UNIT PRICE (COST PER MONTH)	TOTAL PRICE	BRAND NAME AND PRODUCT CODE
Cost to maintain the specified H <sub>2</sub> S and odor producing agents levels. This includes required field service, 24 hour response, monitoring, equipment, installation, and chemicals. As per attached specifications	24	MONTH	\$3,770.00	\$90,480.00	Fusion 220  Carbon Filters on Rail Trail to be serviced as necessary

(TOTAL PRICE WRITTEN OUT) Ninety thousand four hundred and eighty dollars and zero cents

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And WHEREAS, the Town of Orangetown is desirous of purchasing said at the price indicated above, NOW THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

1. The Contractor agrees to furnish and the Town agrees to purchase the above described item at the price indicated above.
2. All deliveries shall be subject to examination by the Town and where it is found that they do not comply with the Specifications or are found defective in any manner, they shall be rejected and returned to the Contractor at his expense.
3. The prices listed herein shall remain firm for the period of 24 months from the first delivery of chemical which shall be on or before May 1, 2024.
4. It is understood that the estimated quantities for unit prices pay items are approximate only and are included solely for the purpose of comparison of Bids. The Owner does not expressly or by implication agree that the actual quantities of materials encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as Owner may deem necessary. The contractor will not be entitled to any adjustment in a unit bid price as a result of any change in an estimated quantity and agrees to accept the aforesaid unit bid prices as complete and total compensations for any additions or deductions caused by a variation in quantities as a result of more accurate measurements, or by any changes or alterations in the work ordered by the Owner, and for use in the computation of the value of the work performed for progress payments.
5. No sales tax or other taxes will be charged to the Town. The Town will furnish to the Contractor such proof of tax exemption as may be required by law. All invoices and claims for payment shall be sent to the Orangetown Department of Environmental Management and Engineering, 127 Route 303, Orangeburg, New York 10962.
6. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on his behalf of such contractor or subcontractor, shall by reason of race, color or sex discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

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No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee for the performance of work under this Contract on account of race, creed, color, sex or national origin.

7. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contact had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof, or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which he is a member, partner, Commissioner, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal and (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine, or with any fire district or any agency or official thereof, on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership or corporation of which he is a member, partner, Commissioner or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
8. The Proposal and Non-Collusion Statement made pursuant to Section 103d of the General Municipal Law, and the Specifications provided for in the Contract Documents herein are made a part hereof, as though set forth at length herein.
9. The Contractor has complied with all conditions precedent hereto required to be complied with by him.
10. The Contractor shall promptly comply with all Federal, State, Local Laws concerning the subject

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING**  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

24

**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

matter herein.

11. By the acceptance of the labor, materials and supplies delivered pursuant to this Agreement, the Town does not waive any of the terms and conditions of this Agreement.
12. 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.

IN WITNESS WHEREOF, the respective parties have hereto executed this Agreement and caused same to be signed by the proper officers of said parties and their respective seals affixed, the day and year first written above.

ATTEST:

TOWN OF ORANGETOWN

BY \_\_\_\_\_

TOWN OF ORANGETOWN – DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

TOWN CLERK (SEAL)

SUPERVISOR

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND ENGINEERING

BY \_\_\_\_\_  
COMMISSIONER

ATTEST:

  
SECRETARY (SEAL)

Fusion Environmental Solutions, LLC  
CONTRACTOR AND/OR CONTRACTING FIRM/

CORPORATION

BY Elijah J. Hannon

Rhode Island  
STATE OF NORTH CAROLINA) *tr*  
: ss.:  
COUNTY OF Went )

TOWN OF ORANGETOWN – DEPARTMENT OF  
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26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

26

TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

On the 16 day of August, 2023, before me, the undersigned a Notary Public in and for said state, personally appeared Elijah J. Hannon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which individual(s) acted, executed the instrument.

AMOLIA ROSA  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES AUG. 10, 2026

Amolia Rosa  
NOTARY PUBLIC

STATE OF RHODE ISLAND

: ss.:

COUNTY OF Kent

On the 16<sup>th</sup> day of August, 2023, before me, the Undersigned a Notary Public in and or said State, personally appeared Elijah J. Hannon, the subscribing witness(es) to the foregoing instrument, with whom I am personally acquainted who, being by me duly sworn, did depose and say that he/she/they reside(s) in Warwick, RI that he/she/they know(s) \_\_\_\_\_ to be the individuals(s) described in and who executed the foregoing instrument; that said subscribing witness(es) was/were present and saw said \_\_\_\_\_ executed the same; and that said witness(es) at the same time subscribed his/her/their names(s) as a witness thereto.

\_\_\_\_\_  
NOTARY PUBLIC

TOWN OF ORANGETOWN – DEPARTMENT OF  
 ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
 26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
 TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951

TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
 CONTROL CHEMICALS

BID NUMBER: ITB-DEME-2023-01

STATE OF NEW YORK     )  
                                   ss.:  
 COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA KENNY, JD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

\_\_\_\_\_  
 NOTARY PUBLIC

STATE OF NEW YORK     )  
                                   ss.:  
 COUNTY OF ROCKLAND )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2023 before me, the undersigned, a Notary Public in and for said state, personally appeared EAMON REILLY, PE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which individual acted, executed the instrument.

**TOWN OF ORANGETOWN – DEPARTMENT OF  
ENVIRONMENTAL MANAGEMENT AND ENGINEERING  
26 ORANGEBURG ROAD, ORANGEBURG, NEW YORK 10962  
TELEPHONE: (845) 359-6502 TELEFAX: (845) 359-6951**

28

**TITLE: NONHAZARDOUS ANTI-CORROSIVE ODOR  
CONTROL CHEMICALS**

**BID NUMBER: ITB-DEME-2023-01**

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**NOTARY PUBLIC**

**CERTIFICATION OF TOWN ATTORNEY**

I, **ROBERT MAGRINO**, Town Attorney of the Town of Orangetown, hereby certify that, from a legal standpoint, all conditions precedent to the execution of this contract have been complied with and it is in all respects, a valid and binding obligation upon the parties thereto.

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

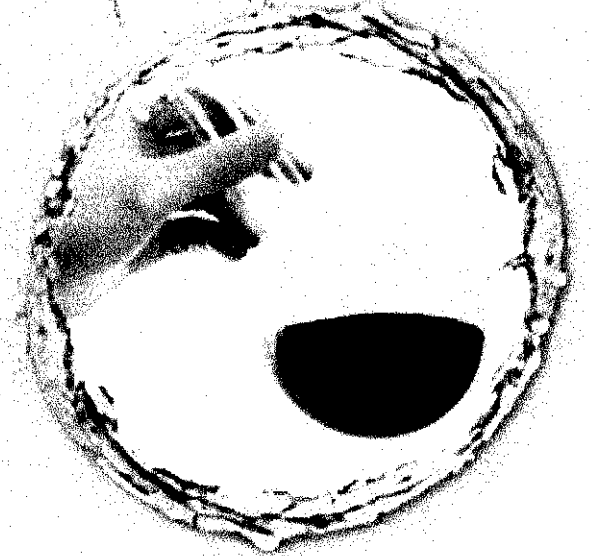
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**Robert Magrino, Town Attorney**



# FUSION 220

**Fusion 220 is a nutrient fortified biostimulant that creates an advantageous ecosystem for naturally occurring microbes. Our proprietary formula was developed to ensure your wastewater systems microbial population remains thriving. By increasing the efficiency of metabolic activity, aerobic microbes reduce the organic electron donor molecules necessary for sulfate-reducing microorganisms sustained metabolism.**



- **Eliminates H<sub>2</sub>S Production**
- **Reduces maintenance costs associated with anaerobic conditions**
- **Removes corrosive slime layer**
- **100% Biodegradable**

# Safety Data Sheet

This SDS is prepared in accordance with OSHA 29 CFR 1910.1200

## **Section 1: Chemical Product and Company Identification**

Product Name: Fusion 220  
Alternate Names: G&G 220  
Chemical Name: Not Available  
Chemical Formula: Not Available  
Manufacturer: Fusion Environmental Solutions LLC  
1643 Warwick Ave, #180  
Warwick, Rhode Island  
401-302-2448

Code: 101, 102  
Validation Date: 1/9/2017  
In Case of Emergency: 401-302-2448  
Protective Clothing: Gloves for sensitive skin, Splash proof goggles.

TSCA All components listed or exempt

DSL/NDSL: All components listed unless noted elsewhere on this SDS

## **Section 2: Composition and Information on Ingredients**

Name	CAS#	% by Weight	Exposure Limits
Kelp, Ascophyllum nodosum			Not Available
Surfactant, Proprietary Blend			Not Available
Vitamins, Proprietary Blend			Not Available

Product contains no unlisted petroleum distillates, bleach products nor chlorinated hydrocarbons. The exact composition of this formula is a trade secret.

## **Section 3: Hazards Identification**

Potential Acute Health Effects: None. All materials in this product are considered non-hazardous, in accordance with Federal regulations 29 CFR 1910.1200 Potential Chronic Health Effects: non

Carcinogenic Effects: Contains no carcinogens as determined by the standard

## **Section 4: First Aid Measures**

Eye Contact- Flush eyes with water as a precaution. Remove contact lenses. Seek medical attention if irritation develops or persists.

Skin contact- Rinse with water as a precaution. Lotion may be needed to moisten dry skin.

Inhalation- If discomfort occurs move to fresh air. Seek medical attention if discomfort persists.

Ingestion– Have conscious person ample amounts of water. **NEVER** give an unconscious person anything to ingest.

### **Section 5: Fire Fighting Measures**

Extinguishing Media– Use water

Degree of fire hazard– non-flammable Special Remarks– None

### **Section 6: Accidental Release Measures**

Small Spill– Is completely compatible with waste water systems; Wash down with hose into drain is acceptable.

Large Spill– Is completely compatible with waste water systems; Wash down with hose into drain is acceptable.

Other Information– There are no special reporting requirements for spills of this material.

### **Section 7: Handling and Storage**

Precautions– No precautions necessary

### **Section 8: Exposure Controls/Personal Protection.**

Engineering Control– No special recommendation

Personal Protection-

Eyes– flush with water

Body– No special recommendations

Respiratory– No special recommendations

Hands– No special recommendations

### **Section 9: Physical and Chemical Properties**

Physical State and Appearance– Brown liquid

Boiling Point– 100C/212F

pH– 7.0 -7.5

Vapor Density– air = 1.1

Vapor Pressure– water=1, 0.95

Flash Point– non-flammable

Solubility– 100%

Specific gravity– 1.01

Evaporation Weight– Water 1, <1

Percentage Volatiles- 0%

**Section 10: Stability and Reactive Data**

Stability— This product is stable

Incompatibility— Not available

Corrosivity— Not considered to be corrosive for metals and glass.

Polymerization— Will not occur

**Section 11: Toxicological Information**

Incomplete toxicological data are available for this product. This has no known adverse effect on human health.

**Section 12: Ecological Information.**

Ecotoxicity— not available

Products of Biodegradation— Not available

BODS and COD— Not available

**Section 13: Disposal Consideration**

Waste Information— Waste must be disposed of in accordance with federal, state and local environmental control regulations.

**Section 14: Transportation**

DOT— Not DOT regulated for domestic ground shipments in <120 Gallons

Regulated for Air and Ocean Freight— Unknown

**Section 15: Other Regulatory Information**

WHIMIS— Not a WHIMIS controlled material

Regulatory Lists— none found

Other Regulations— none found

Other Classifications— none known

**Section 16: Other Information**

Notice to readers: To the best of our knowledge the information contained herein is accurate, however neither the above named supplier nor any of its subsidiaries assumes any liability whatsoever for the accuracy or completeness of the information contained herein. Final determination of sustainability of any material is the sole responsibility of the user. All materials may present unknown hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist.



1177-C Jefferson Blvd. Warwick, RI 02886 | 401-302-2448

**Bid Number ITB-DEME-2023-01**

**Equipment list:**

- **Four(4) - Walchem metering pumps**
  - One located at each pump station listed on bid
- **Four (4) - 55 Gallon Product containment Drums**
  - One located at each pump station listed in the bid
- **Freeze protection as necessary for each pump station**
- **Two (2) - Carbon manhole filters**
  - One located in each of the manholes listed in the bid

If any owner, or the spouse of any owner, filed a federal income tax return for the applicable income tax calendar year, a copy of the return must be submitted with the application. If you do not have a copy of the federal income tax return, it may be obtained from the District Office of the Internal Revenue Service (IRS) in which the return is filed. For more information, visit [www.irs.gov](http://www.irs.gov).

If you need to request a copy of your previously filed return from the IRS, you may still file your application with your assessor, if you provide the copy of the return to your assessor as soon as you receive it from the IRS.

If an owner, or spouse of an owner is not required to file a federal income tax return, complete and attach Form RP-467-Wkst.

**Income** is defined as the federal adjusted gross income (FAGI) as reported on the applicant's federal form 1040 tax return(s) and subject to the following revisions:

- Social Security benefits not included in the applicant's FAGI are considered income, except where a locality has opted to exclude them from income.
- Distributions from an individual retirement account or individual retirement annuity included in the applicant's FAGI are not considered income, except where a locality has opted to include them in income.
- Medical and prescription drug expenses of an owner that were actually paid for and not reimbursed or paid by insurance may be deducted from income where a locality has opted to allow them to be deducted.
- If an owner is an inpatient in a residential health care facility, the amount paid for care at the facility by that owner (or by that owner's spouse or co-owner) may be deducted from income.
- Any tax-exempt interest or dividends that were not included in the applicant's FAGI is considered income.
- The net amount of loss claimed on federal Schedule C, D, E, F, or any other separate category of loss cannot exceed \$3,000, and the total amount of all losses claimed cannot exceed \$15,000.

**Note:** As there are various adjustments to income regarding eligibility for this exemption, some of which are subject to local option by your taxing jurisdictions (municipality, school district, and county), you will **not** be computing your income on Forms RP-467 or RP-467-Rnw. The assessor will determine your income after applying the adjustments available in your taxing jurisdictions.

**Line 11** – If any child, including a child of tenants or lease holders, resides on the property for which an exemption from school taxes is sought, and such child attends any public school (grades Pre-K through 12), no exemption from school taxes may be granted unless the school district in which the property is located has adopted a resolution to permit a school tax exemption for otherwise eligible residential property where children attending public school reside. The child may not have been brought into the residence in whole or in substantial part for the purpose of attending a particular school within the school district.

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**TOWN OF ORANGETOWN  
FINANCE OFFICE MEMORANDUM**

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**TO:** THE TOWN BOARD  
**FROM:** JEFF BENCIK, *DIRECTOR OF FINANCE*  
**SUBJECT:** AUDIT MEMO  
**DATE:** 10/19/2023  
**CC:** DEPARTMENT HEADS



The audit for the Town Board Meeting of 10/24/2023 consists of 2 warrants for a total of \$1,061,161.49.

The first warrant had 29 vouchers for \$30,539 and was for utilities.

The second warrant had 159 vouchers for \$1,030,621 and had the following items of interest.

1. A+ Technology (p1) - \$9,858 for security cameras at pump stations.
1. Capasso & Sons (p11) - \$90,817 for recycling.
2. Dave Heiner Associates (p16) - \$9,183 for Townline Rd. pump station repairs.
3. Eagle Point (p18) - \$6,279 for Police ammunition.
4. Fred Devens Construction (p21) - \$183,816 for Tier 4 pump stations improvements.
5. Goosetown Enterprises (p24) - \$11,762 for Police leases.
6. Joe Lombardo Plumbing & Heating (p27) - \$51,582 for new town hall plumbing.
7. Keane & Beane (p29) - \$29,699 for outside counsel.
8. Ken's Tree Care (p30) - \$16,470 for tree work on rails to trails.
9. Nielsen Ford (p33) - \$186,003 for 4 police vehicles.
10. Precision Electric Motor Works (p37) - \$8,548 for sewer plant repairs.
11. Sealcoating Inc. (p43) - \$204,267 for Highway road treatments.
12. State Comptroller (p48) - \$22,616 for Justice fines.
13. Tilcon (p50) - \$17,933 for Highway materials.
14. Troon Golf (p38) - \$190,797 for GC management contracts.
15. Virtuit Systems (p54) - \$51,486 for battery backups new town hall.

Please feel free to contact me with any questions or comments.

Jeffrey W. Bencik, CFA

845-359-5100 x2204



Town of Orangetown

DATE: October 24, 2023

**WARRANT**

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Warrant Reference	Warrant #	Amount
Approved for payment in the amount of		
	100623	\$ 30,539.77
	102423	\$ 1,030,621.72
		\$ 1,061,161.49

The above listed claims are approved and ordered paid from the appropriations indicated.

**APPROVAL FOR PAYMENT**

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**AUDITING BOARD**

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Councilman Gerald Bottari

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Councilman Paul Valentine

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Councilman Thomas Diviny

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Councilman Brian Donohue

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Supervisor Teresa M. Kenny