

ANDREW J. ZARUTSKIE, Town Clerk  
1496 Route 300; Town of Newburgh, New York 12550  
Telephone: (845) 564-4554

**TOWN COUNCIL MEETING  
PUBLIC MEETING AGENDA**

Tuesday, February 14, 2017 (7:00 p.m.)

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. MOMENT OF SILENCE
4. CHANGES TO AGENDA
5. APPROVAL OF AUDIT
  
6. SWEARING IN OF POLICE OFFICERS: Lieutenant and Sergeant
  
7. PLANNING BOARD: Appointment of Member to fill Vacancy
  
8. DEPARTMENT HEAD REPORTS
  
9. RECREATION
  - A. Hiring of Part Time Laborer
  - B. Purchase of Senior Van
  - C. Assistant Recreation Director Position
  - D. T Shirt Quotes
  - E. Awarding Contract for Program Brochure
  - F. Scheduling of Bids for Busing
  
10. POLICE:
  - A. Purchase of Live Scan Equipment
  - B. Purchase of License Plate Reader
  - C. Purchase of Police Cars
  
11. ENGINEERING:
  - A. Water Treatment Chemicals Bid Schedule
  - B. Alum Sludge Removal & Disposal Bid Schedule
  - C. Wastewater Removal & Disposal Bid Schedule
  - D. Trailer Mounted Sewer Jetter Bid Schedule
  - E. Stewart Airport WST Rehabilitation C.O. No. 1
  - F. MHS Service Area Capital Reserve Fund
  - G. Golds Gym Reduction of Performance of Security Storm Water/Landscaping
  - H. Affordable Limo Release of Landscape Security
  
12. DPW:
  - A. Enrollment of Three Employees for Training Grade D Water Operator
  - B. Hiring of Part Time Clerk
  
13. DATA PROCESSING:
  - A. Purchase of Computer for Code Compliance
  - B. Computer Reserve Expenditure
  
14. HIGHWAY:
  - A. Hiring of MEO Driver
  - B. Purchase of Super Cabs
  - C. Resolution to lower speed limit on Forest Road
  
15. ANIMAL CONTROL:
  - A. Hiring of Shelter Helper
  - B. T-94 Withdrawal
  
16. CODE COMPLIANCE: Matrix Performance Security & Indemnification Agreement
  
17. FLEET: Hiring of Part Time Clerk
  
18. ACCOUNTING: Budget Transfers
  
19. BUILDINGS & GROUNDS: Award Bid for Garbage & Recyclable Pickup at Town Buildings
  
20. ANNOUNCEMENTS
21. PUBLIC COMMENTS
22. ADJOURNMENT

# STEPHANIE DELUCA

3 Tower Road · Newburgh, NY 12550 · (845) 562-2431 · stepfd28@yahoo.com

December 30, 2015

Andrew Zarutskie, Town Clerk  
1496 Route 300  
Newburgh, NY 12550

Dear Mr. Zarutskie,

I hope this letter finds you well. I am writing to you because I am interested in becoming a member of the Town of Newburgh Zoning Board.

I am an educator who has worked in the Newburgh School District and surrounding areas for 20 years. During my years of teaching ESL (English as a Second Language), I taught language, history, and traditions to students of all levels in an uncomplicated way to further their understanding about the region and country they are presently living in. In order to do this, several hours of research and planning are applied to present an informative lesson. When necessary, I presented plans for large projects to the teachers and administrators to benefit the students learning. It also requires me to bring an updated progress report to administrators, teachers and parents. My years of teaching have given me many opportunities to make cross cultural connections and given me insight to the various needs in the neighborhoods both in the city and outlying town.

I was born and raised in the Town of Newburgh; it is my hometown. I attended its schools through college. As a lifelong resident, I have seen the town change and grow. It is my desire to be a part of this region's continued growth. As a Board member I would readily contribute my time and skills to research the laws and apply its concepts fairly.

To further discuss this opportunity, please contact me via phone at (845) 562-2431 or my email at stepfd28@yahoo.com during weekdays between 9am and 7pm to schedule an interview. I look forward to meeting you.

Sincerely,

Stephanie DeLuca



## TOWN OF NEWBURGH

1496 Route 300, Newburgh, New York 12550

Public  
Brenda 9A

PERSONNEL DEPT.

PH: 845-566-7785

Fax: 845-564-2170

To: Supervisor Piaquadio  
Town Board Members  
Ron Clum, Accountant

From: Charlene M. Black, Personnel

C

Date: February 2, 2017

Re: Part time Laborer

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Robert Petrillo, Commissioner would like approval to Jack Cino, Jr. as a part time laborer starting on March 2<sup>nd</sup>. 2017. The applicant's hiring is contingent on your approval and the completion of their fingerprints, paperwork, drug/alcohol test and physical. If you would like to look at his application, please let me know and I will have it available for you. Thank you in advance.

# TOWN OF NEWBURGH

## EMPLOYMENT REQUEST FORM

To: Personnel Department

NAME OF CANDIDATE: JACK CINO JR.

DEPARTMENT: RECREATION

TITLE OF POSITION: LABORER

FULL TIME OR PART TIME: PART TIME

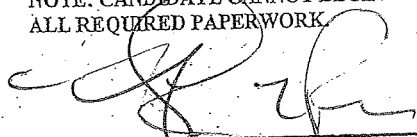
HOURLY RATE: \$ 9.70

IS POSITION FUNDED IN CURRENT BUDGET:  YES OR NO

FUND APPROPRIATION NUMBER: 7110-0100

PROPOSED HIRE DATE: 3/02/17

NOTE: CANDIDATE CANNOT BEGIN WORK WITHOUT PRE-EMPLOYMENT PHYSICAL AND COMPLETION OF ALL REQUIRED PAPERWORK

  
DEPARTMENT HEAD SIGNATURE

2/1/17  
DATE

ORIGINAL APPLICATION SHOULD BE ON FILE IN THE PERSONNEL  
DEPARTMENT

COPY TO ACCOUNTING DEPARTMENT  
11/15/2010

9B



**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

February 1, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Purchase New Senior Van

The Recreation Department is requesting your approval to proceed with the purchase of a new senior van. The amount of \$55,000 has already been approved in the 2017-Budget for this purchase.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

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**2/14/2017**

**NY Contract Quotation / Letter of Intent**  
*"Sooner or Later, Your Favorite Bus Dealer"*

Dealer Name: **Don Brown Bus Sales, Inc.**  
 Address: **703 County Highway 107 Johnstown, N.Y. 12095**

NY Contract Information: **Group 40524 - 25000 Contract / FC87812 award**  
**Base Floorplan# 239-NY-16-00WC-SCB (or updated equivalent)**  
**QUOTED AS 14 PASSENGER 4.5 BODY - 187-NY-14-00WC-SCB**

Salesman: **Dave Peters**  
 Telephone No: **814 473 4600**

Customer: **Town of NEWSBURGH - Recreation Department**  
 Address: **88 Gardinertown Road**  
 City/State/Zip: **Newburgh, NY 12550**  
 Contact: **Mr. Jim LaColla, Head Mechanic / Fleet Maintenance**  
 Telephone No: **845 561 2263**

Requested Delivery Date: **As Soon As Available**  
 Dealer Purchase Order / Vehicle No.

**2017 Chevy Single Rear Wheel, Revised to 4.5 Section Activity Bus**

Base Items	QTY	DESCRIPTION	UNIT PRICE	UNIT PRICE	TOTAL
04 Item 2G	1	4.0 SECTION Chevrolet SRW Cutaway BASE Bus	44,163.00	44,161.00	\$44,163.00
<b>BASE BODY TOTAL</b>					<b>\$44,163.00</b>

OPTION #	QTY	DESCRIPTION	MSRP	Less: 20%	TOTAL
SC SB99	1	ADDITIONAL 1/2 BODY SECTION - ENDING WITH 4.5 SECTIONS	725.00	581.00	580.00
SB NY Cont	1	MULTIFUNCTION SCHOOL ACTIVITY BUS - 72" HEADROOM	NY Contract	501.00	500.00
SC 6004	1	UPGRADE TO GRAY RUBBER FLOORING COLOR IN LIEU OF BLACK - 4.5 SECTION	237.50	191.00	190.00
SB 6154	1	UPGRADE FLOORING TO 5/8" PLYWOOD	190.00	152.00	\$152.00
Chev AS5	1	DELUXE CLOTH DRIVER SEAT	45.00	36.00	\$36.00
Chev 9J6	1	STEERING COLUMN, TILT WHEEL	148.00	118.40	\$118.40
Chev 9N2	1	UPGRADE TO 10,103 GVWR SRW G Cut Chassis	300.00	240.00	\$240.00
Chev C60	1	GM DASH AIR CONDITIONING	185.00	148.00	\$148.00
SB 6033	1	DEFROST FAN MOUNTED IN DRIVER'S AREA	142.50	114.00	\$114.00
SB 6028	1	AM/FM/CD WITH 2 SPEAKERS (SPEAKERS MOUNTED BEHIND DRIVER IN PASS AREA)	476.00	381.00	\$380.00
SB 6295	1	DELETE: Yellow & Red 8 Light Warning System - Non-Sequential	(259.00)	207.20	(\$207.20)
SB 6036	1	LED CENTER MOUNTED REAR STOP LIGHT	123.50	98.80	\$98.80
SB 6171	1	DELETE: ILLUMINATED SCHOOL BUS ID SIGN - Front & Rear	(95.00)	(73.00)	(\$76.00)
SB 6045	1	Trans/Air 45K BTU TAPM452 Tie In Air Conditioning System - Frit Bulkhead	NY Contract	301.00	\$230.00
SB 6044	1	Relocate A/C Evaporator To Rear Bulkhead Of Vehicle	225.00	180.00	\$180.00
SB SB99	1	Upgrade Side Skirt Condenser to Stainless Steel Case - FM452-SS	125.00	101.00	\$100.00
SB 6052	1	Add Second Heater Shut Off Valve To rear Heater	47.50	38.00	\$38.00
SB 6070	4	DRIVERS SIDE 30" WIDE STUDENT SAFETY SCHOOL BUS SEAT (DBL PASSENGER)	1,035.50	823.40	(\$3,313.60)
SB 6076	4	PASSENGERS SIDE 30" WIDE STUDENT SAFETY SCHOOL BUS SEAT (DBL PASSENGER)	1,035.50	823.40	(\$3,313.60)
SB 6274	3	PASSENGER SIDE 32" WIDE FREEDMAN FAMILY SEAT	665.00	532.00	\$1,596.00
SB 6275	3	DRIVER SIDE 32" WIDE FREEDMAN FAMILY SEAT	665.00	532.00	\$1,596.00
SB 6087	2	30" HB BARRIER - 42 OZ VINYL	370.50	296.40	(\$592.80)
SB 6088	2	33" WIDE HB FREEDMAN SEAT BARRIER	475.00	380.00	\$760.00
SB 6230	1	DELETE: Specialty Stop Sign, model 6000	(235.00)	(188.00)	(\$236.00)
SB 6300	1	CERTIFICATE HOLDER 5" X 7" - MOUNTED ON FRONT BULKHEAD	47.50	38.00	\$38.00
SB STD	1	MANUAL CONTROL BI-FOLD ENTRY DOOR	STD	STD	STD
SB 6036	1	DOOR ACTIVATED INTERIOR DOME LIGHTS	57.00	45.60	\$45.60
SB STD	1	LEFT HAND MOUNTED FULL LENGTH ENTRY DOOR GRAB RAIL	STD	STD	STD

SB 6095	1	RIGHT HAND ENTRY DOOR GRAB RAIL	142.50	114.00	\$114.00
SB NY Cont	1	TINTED SPLIT SASH PASSENGER WINDOWS WITH BLACK FRAME	NY Contract	515.00	\$545.00
SB SB99	1	PAINT BUS EXTERIOR OTHER THAN YELLOW	3,500.00	2,800.00	\$2,800.00
DBBS N/A	1	Prep & Initial NYS Safety Inspection	Included	Included	Included
DBBS N/A	1	Delivery to customer within NYS	Included	Included	Included

OPTION TOTAL ..... **\$5,026.60**

**NY Contract Pricing as of 11/8/2016 - Order Net Total | each >> \$50,188.60**

Number of Vehicles ..... **1**

**Total Contract Purchase Price .... \$50,188.60**

Less Trades ..... **\$0.00**

**Total Due At Delivery .... \$50,188.60**

All Chassis Discounts, Rebates & Allowances have been Applied to the Above Price Quotation. All Applicable Forms must be completed per Factory Specifications.  
 PRICES SUBJECT TO CHANGE ... ONLY AS PER NYS OSS CONTRACT  
 AFTER YOUR ORDER HAS BEEN CONFIRMED, ANY CHANGES MADE MAY RESULT IN EXTRA CHARGES & DELAY  
 Tags And Registration are not included in the Quotation

**Dave Peters 02/07/17**

Dealer Representative Signature & Date

Authorized Customer Acceptance & Date

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

February 1, 2017

TO: Gil Piaquadio, Supervisor ✓  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: Assistant Recreation Director Position

The Recreation Department is requesting your approval to appoint Jason Szeli as Assistant Recreation Director, the title he currently holds on a provisional basis. The County has notified the Personnel Dept. that Mr. Szeli has passed the appropriate examination and is reachable on the Civil Service List.

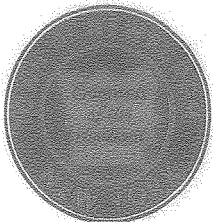
Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

\$ 20.1058 per hr.  
effective 2/16/17

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

845-564-7815  
FAX: 845-564-7827

January 27, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2017 T-Shirt Quotes

The Recreation Department has received three quotes for our 2017 t-shirt requirements. Detailed quotes are attached.

At this time, I am requesting your approval to accept the quote from Wildheart Designs at the price of \$2.59 (majority). Wildheart is not the lowest bidder, but we have used them the last two years with absolutely no problems. Fusion Graphix won the bid in 2014 and we had trouble getting the shirts delivered in a timely manner.

Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'R. Petrillo', written over a circular scribble.

Robert J. Petrillo  
Commissioner

Attachments



TOWN OF NEWBURGH

SUMMARY OF QUOTATION FORM

RECREATION DEPT.

1/27/17

REQUESTED BY:

DATE PREPARED:

T-SHIRT / SCREEN PRINTING FOR RECREATION PROGRAMS

ITEM/SERVICE PURCHASED

VENDOR NAME

WILDHEART DESIGNS

FUSION GRAPHIX

MIXTURE INC.

ADDRESS

2016 N. SHILOH DR.

2116 ST. ROUTE 208

1607 ROUTE 300

CITY/STATE/ZIP

FAYETTEVILLE, AR 72704

MONTGOMERY, NY 12549

NEWBURGH, NY 12550

PHONE #

479-442-3889

845-457-7746

845-561-2857 x102

CONTACT PERSON

DAWN YEAGER

JESSICA VENETIS

CHRIS FAHNBACH

PRICE QUOTED

\$2.59 (MAJORITY)

\$2.57

\$3.99

EXPIRATION DATE

-

-

VENDOR CHOSEN

WILDHEART DESIGNS

\*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

Our PAST EXPERIENCE WITH WILDHEART DESIGNS HAS BEEN VERY SUCCESSFUL. THEIR WORKMANSHIP QUALITY AND DELIVERY HAVE BEEN CONSISTENT OVER THE PAST TWO YEARS. WE EXPERIENCED DELIVERY ISSUES WITH FUSION GRAPHIX IN THE PAST (2014).

DEPARTMENT HEAD SIGNATURE

DATE:

1/24/17

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

2017  
TOWN OF NEWBURGH RECREATION DEPARTMENT  
T- SHIRTS QUOTES

NAME: Wildheart Designs

ADDRESS: 2016 N Shiloh Dr.  
Fayetteville AR. 72704

CONTACT NAME: Dawn Yeager

TELEPHONE: 479-442-3889

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
2.59	2.59	2.69	2.99	N/A

2017  
TOWN OF NEWBURGH RECREATION DEPARTMENT  
T- SHIRTS QUOTES

NAME: Fusion Graphics Inc.

ADDRESS: 2116 State Route 208  
Montgomery, NY 12549

CONTACT NAME: Jessica Venetis

TELEPHONE: 845-457-7746

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
\$2.57	\$2.57	\$2.82	\$3.33	N/A

1/11/17  
*Jessica Venetis*

2017  
**TOWN OF NEWBURGH RECREATION DEPARTMENT**  
**T- SHIRTS QUOTES**

NAME: Mistone Inc.

ADDRESS: 1607 Route 320  
Newburgh NY

CONTACT NAME: Chris Fabback

TELEPHONE: 845-561-2857 ext 102

<u>PRICE QUOTE</u> 1 color front screen only	<u>PRICE QUOTE</u> 1 color front left chest only	<u>PRICE QUOTE</u> 1 color front left chest and back screen	<u>PRICE QUOTE</u> 5 color front left chest and back screen	<u>PRICE QUOTE</u> Screen Charge
\$3.99 ea	\$3.99 each	\$4.75 ea	\$7.00	No charge

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

January 23, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

FROM: Robert J. Petrillo, Commissioner

RE: 2017 Program Brochure

The Recreation Department has received three quotes for the printing of the 2017 Annual Program Brochure. For your reference, attached is the list of vendors from whom quotes were requested.

At this time, I am requesting your approval to accept the quote from Proforma K Print Solutions at the quoted price of \$6,044.00. Proforma K Print Solutions quoted the lowest price last year as well.

Thank you for your consideration.

Regards,

Robert J. Petrillo  
Commissioner

Attachments

TOWN OF NEWBURGH  
SUMMARY OF QUOTATION FORM

Section V

RECREATION

REQUESTED BY:

DATE PREPARED:

1/20/17

ITEM/SERVICE PURCHASED

RECREATION DEPT. ANNUAL PROGRAM BROCHURE

VENDOR NAME

MAAR PRINTING SVC.

WOODBURY PRINTING PLUS

PROFORMA K PRINT SOLUTIONS

ADDRESS

49 OAKLEY ST.

96 TURNER RD./RT. 32

15 GOSHEN AVE.

CITY/STATE/ZIP

POUGHKEEPSIE, NY 12601

CENTRAL VALLEY, NY 10917

WASHINGTONVILLE, NY

PHONE #

845-454-6860

845-928-6610

845-496-3611

CONTACT PERSON

TONY SERINO

FRANK COLLINS

ANDY KAYE

PRICE QUOTED

\$7,748.00

\$8,020.00

\$6,044.00

EXPIRATION DATE

30 DAYS

VENDOR CHOSEN

PROFORMA K PRINT SOLUTIONS

\*NOTE: If the vendor you wish to purchase from did not give the lowest quote, state reason why you did not purchase from the lowest cost vendor.

DEPARTMENT HEAD SIGNATURE

DATE:

(ATTACH ANY WRITTEN QUOTES, IF REQUIRED)

Maar Printing  
49 Oakley Street  
Poughkeepsie, NY 12601

The Print Shop  
623 Broadway  
Newburgh, NY 12550

Printing Plus  
96 Turner Road  
Central Valley, NY 10917

Proforma K Print Solutions  
15 Goshen Avenue  
Washingtonville, NY 10992

The Sentinel  
36 Meriline Avenue  
New Windsor, NY 12553

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**TOWN OF NEWBURGH RECREATION DEPARTMENT**

311 ROUTE 32, NEWBURGH, NY 12550

Robert J. Petrillo  
Commissioner of Parks, Recreation & Conservation

845-564-7815  
FAX: 845-564-7827

January 26, 2017

TO: Gil Piaquadio, Supervisor  
Town Board Members

CC: Andrew J. Zarutskie, Town Clerk

FROM: Robert J. Petrillo, Commissioner

RE: Sealed Bus Bid Request

The Recreation Department is requesting the Town Board to establish a sealed bid for 2017 busing. Senior citizen, youth/adult and summer camp trips are attached with dates, times and destinations. \*A copy of the bid package is also attached.

Regards,

Robert J. Petrillo  
Commissioner



TOWN OF NEWBURGH  
EQUIPMENT SPECIFICATIONS  
CHARTER BUS SERVICE  
FOR RECREATION DEPARTMENT TRIP PROGRAM

1. All buses must be model year 2009 or newer and equipped with anti-lock brakes.
2. The exterior of the bus must be well painted and clean with no signs of damage.
3. The interior of the bus must be clean with upholstery and flooring in good condition.
4. All on-board restroom facilities must be completely functioning and clean. Restrooms must be serviced as often as necessary to avoid offensive odors in the rear portion of the bus.
5. Air-conditioning and heating must be in excellent working order.
6. All buses provided for scheduled trips MUST be in good condition and meet all Department of Transportation, Federal Highway Administration rules, regulations and guidelines. All maintenance records for buses to be provided must be available to the Town of Newburgh for inspection.
7. If an inspection of your bus or buses is requested by the Town of Newburgh, the inspection should take place within ten (10) working days of request. The records for the bus or buses MUST BE WITH THE BUS OR BUSES AT THE TIME OF THE INSPECTION. Failure to provide these records will eliminate your bid from consideration.
8. Vendor will be responsible for compliance with all DOT/FHWA regulations with regard to their service for The Town of Newburgh bus trip. If more than one (1) driver per bus is needed based on the bid itinerary, it is the vendor's responsibility to determine this need.
9. Any backup or replacement buses used must meet the same criteria as originally required in the bid specifications.
10. Buses shall have a capacity of at least 49 passengers plus driver, except, if the trip list specifies a larger passenger capacity, the bus provided must have at least that capacity.

Bidders shall specify the equipment proposed to be used in fulfilling the contract. Sufficient information to identify and assess the equipment shall be provided. As a minimum, provide the number of units, make, model, age, mileage, condition, style and capacity of the equipment that is proposed to be provided.

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**Payment for Work Performed**

Payment will be made on the completion of each trip for service in accordance with the price schedule submitted by the successful bidder(s). The Town does not guarantee the actual number of each item that will actually be required. The Town shall be held harmless by the successful bidder(s) for lost revenue, profit or any other hardship due to the actual services procured during the award period.

**Bidder Qualification Requirements**

1. Bids will only be accepted from thoroughly competent, experienced and financially qualified transportation service firms as determined solely by the Town of Newburgh. The bidder must demonstrate, upon request, that is had five (5) years immediate acceptable prior experience in providing such services. The Town will be the sole judge as to any bidder's fulfillment of the stated requirements and qualifications.
2. All bidders must have a current and valid transportation business registration, licenses and permits as required by law at the time of bid submission and must remain valid for the entirety of the contract period.
3. All bidders and their commercial licensed drivers must hold a current and valid New York State Drivers License for providing this service.
4. All bidders shall be required to execute and submit a non-collusion statement with their bids in accordance with New York State law.
5. All bidders must supply at least three (3) references, including contact persons name, address and phone number for which they have provided similar services.

Firm  
 Description  
 Contact Person  
 Phone #

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6. The successful bidder must comply with New York State Labor Laws.

It is mutually understood that the successful vendor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Town of Newburgh. Failure to comply with this requirement will result in the cancellation of this contract.

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal.

Company Name and Address

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By: \_\_\_\_\_, an authorized representative  
*Signature*

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

Print Name & Title

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Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

CERTIFICATE OF NON-COLLUSION

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.

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Name of Bidder

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Signature of Authorized Representative

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Title

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Name of Authorized Representative (Printed)

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Date

NOTICE TO BIDDERS  
39 BUS TRIPS  
DURING CALENDAR YEAR  
2017  
RECREATION DEPARTMENT  
TOWN OF NEWBURGH,  
NEW YORK

NOTICE IS HEREBY GIVEN that sealed bids will be accepted on behalf of the Town of Newburgh Town Board by the Town Clerk at 1496 Route 300, Newburgh, NY, 12550 until 10:30 a.m. prevailing time on \_\_\_\_\_ 2017, at which time bids will be publicly opened and read aloud in the meeting room of Town Hall.

BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES to the above address given and shall bear on the face thereof the name and address of the bidder and the item being bid.

BIDS SHALL BE ON FORMS PROVIDED BY THE TOWN CLERK. Forms and detailed specifications are available to interested bidders between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday at the Town Clerk's Office.

BIDS are for 27 charter bus trips to various locations, the first of which will take place on March 8, 2017 and the last of which is scheduled for February 24, 2018. The buses shall have a capacity of at least 49 passengers plus driver and must be equipped with lavatory facilities. Also included for BIDS are 12 school bus trips to various locations, first of which will take place on June 27, 2017 and the last of which is scheduled for August 10, 2017.

BIDDERS will be requested to submit individual bids per trip. The Town reserves the right to award trips individually for each trip.

TRIPS to be bid upon are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hours before the trip for coach bus trips and 24 hours for school bus trips. The list of trips is subject to increase as special events, tickets and shows may come up during the course of the year. At that time, the Recreation Department shall solicit prices in accordance with the Town's purchase policy.

THE LIST OF TRIPS is available as a part of the specifications available from the Town Clerk's office.

BY ORDER OF THE TOWN BOARD  
OF THE TOWN OF NEWBURGH  
ANDREW J. ZARUTSKIE,  
TOWN CLERK

**Bus Trips -- Town of Newburgh Recreation -- 2017**  
 49 or 55 passenger Motor Coach with lavatory and DVD player

Item #	Date of Trip	Destination (All are round trip)	Depart Time	Approx. Return Time	# of Buses Needed	49 pass.	55 pass.
1	3/8/17	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1		
2	3/14/17	Aqua Turf Plantsville CT	9:00am CLP	5:00pm CLP	1		
3	4/6/17	Mohegan Sun Wilkes Barre PA	9:00am CLP	6:30pm CLP	1		
4	4/8/17	Theatre @ Madison Sq. Gardens New York NY	9:30am RC	7:00pm RC	1		
5	4/25/17	Villa Roma Callicoon NY	9:00am CLP	6:00pm CLP	1		
6	5/6/17	Turtle Back Zoo West Orange NJ	9:00am RC	5:30pm RC	1		
7	5/11/17	Stony Hill Inn Hackensack NJ	9:30am CLP	5:00pm CLP	1		
8	5/17/17	Hotel Fauchere Milford PA	9:15am CLP	5:30pm CLP	1		
9	6/3/17	Red Lion Inn, Stockbridge MA Norman Rockwell Museum Stockbridge MA	8:30am RC	7:00pm RC	1		
10	6/21/17	Monticello Casino, Monticello NY Forestburgh Playhouse, Forestburgh NY	9:15am CLP	6:00pm CLP	1		
11	7/12/17	Hunterdon Hills Playhouse Hampton NJ	9:30am CLP	5:30pm CLP	1		
12	7/15/17	Naismith Memorial Basketball Hall of Fame Springfield MA	8:30am RC	7:30pm RC	1		
13	7/26/17	Monticello Casino, Monticello NY Forestburgh Playhouse, Forestburgh NY	9:15am CLP	6:00pm CLP	1		
14	8/5/17	Saratoga Raceway Saratoga NY	9:00am RC	8:00pm RC	1		
15	8/10/17	Resorts Atlantic City NJ	9:00am CLP	10:00pm CLP	1		
16	8/12/17	Lunt Fontanne Theatre New York NY	9:00am RC	7:00pm RC	1		
17	8/24/17	Stroudsmoor Country Inn, Stroudsburg, PA Shawnee Playhouse, Shawnee on Delaware PA	9:00am CLP	6:30pm CLP	1		
18	9/16/17	Medieval Times Lyndhurst NJ	12:15pm RC	6:30pm RC	1		
19	9/20/17	The Brownstone Patterson NJ	9:45am CLP	5:30pm CLP	1		
20	9/28/17	Westchester Dinner Theatre Elmsford NY	9:30am CLP	5:30pm CLP	1		
21	10/6/17	Vermont Country Store Weston VT	8:00am CLP	8:00pm CLP	1		
22	10/14/17	Saratoga Casino Saratoga NY	9:00am RC	6:30pm RC	1		
23	10/24/17	The Mansion Mountain Lakes NJ	9:30am CLP	5:30pm CLP	1		
24	11/15/17	The Waterfront at Silver Birches Hawley PA	9:00am CLP	5:15pm CLP	1		
25	12/14/17	The Castle Pequann Oak NJ	9:30am CLP	6:30pm CLP	1		
26	1/27/18	Mohegan Sun Casino Uncasville CT	9:00am RC	9:00pm RC	1		
27	2/24/18	Sands Casino Bethlehem PA	9:00am RC	7:30pm RC	1		

**Please note:**

Trips are subject to cancellation due to lack of enrollment or adverse weather conditions up to 48 hrs before trip.  
 This list is subject to increase as special events, tickets and shows may come up during the course of the year.

**CLP = Chadwick Lake Park (1700 Route 300 Newburgh NY)**  
**RC = Recreation Center (311 Route 32 Town of Newburgh)**

Bus Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Contact person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_

10A



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
**Chief of Police**

**(845) 564-1100**  
**(845) 564-1870**

February 1, 2017

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Payment for Livescan equipment

I am requesting the Town Board approve payment to Biometrics4ALL Inc. in the amount of \$19,944.05 for the purchase and installation of new Livescan equipment in the Police Department. The equipment is installed and operational and I am requesting the funds be expended from the seizure account 001-3120-0485-0000. Once payment has been made we will receive \$9,972 reimbursement from DCJS through a matching Byrne Grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Donald B. Campbell", is written over a horizontal line.

Donald B. Campbell  
Chief of Police

**Biometrics4ALL, Inc.**  
 220 Commerce, Ste 150  
 Irvine, CA 92602  
 714-568-9888



# Invoice

Date	Invoice No.	Client ID
10/13/2016	47582	NEWPD

Bill To
Town of Newburgh Police Dept 300 Gardnertown Rd. Newburgh, NY 12550

Ship To
Town of Newburgh Police Dept 300 Gardnertown Rd. Newbaugh, NY 12550

P.O. No.	S.O. No.	Terms	LSID	Order #	Ship Date	Estimate #
	20160046	Net 30	NEWPD01		10/13/16	20160720100731

Item Code	Description	Qty	Price	Amount
LS4G-Criminal	LiveScan 4th Gen Software-Criminal Module ***NYS P/N: SW-LS300, Any NY criminal TOTs	1	3,231.99	3,231.99
LS4G-Applicant	LiveScan 4th Gen Software-Applicant TOT Module ***NYS P/N:SW-LS-ADD-TOT, Any NY App TOTs	1	748.74	748.74
HW-Scan-500	Hardware-Scanner-Crossmatch 500 (USB Connector) ***NYS P/N: HW-TPP-500PPI	1	10,945.44	10,945.44T
HW-DT-HP-Mon...	Hardware-Computer (Desktop)-HighPerformance with Windows Pro Edition (with 20-22" Monitor) ***NYS P/N:HW-HPDT	1	935.31	935.31T
LS4G-Photo	LiveScan 4th Gen Software-Photo Module ***NYS P/N; SW-LS-ADD-PC	1	748.74	748.74
Hw-CamPackage	Hardware-Camera-Package (DSLR Camera, Power Adapter, Tripod, On-lens Ring Flash) ***NYS P/N:ACC-CAM	1	812.13	812.13T
HW-SignPad	Hardware-Electronic Signature Pad ***NYS P/N:ACC-SIGPAD	1	355.88	355.88T
LS4G-SIG	LiveScan 4th Gen Software-Electronic Signature Module ***NYS P/N:SW-LSSC	1	63.96	63.96
HW-Flatbed	Hardware-Epson Flatbed Scanner ***Optional NYS P/N: HW-FBS	1	228.13	228.13T
Svcs-Cfg	Services-Configuration ***NYS P/N: SVCS-CFG, DCJA Submission	1	297.24	297.24
Svcs-InstallTrain	Services-Installation and Training Session 4hrs (see Service Method for price)	1	0.00	0.00
Svcs-OnsiteUS	Services Method-One Day Onsite Service anywhere in the U.S. (Includes Travel and Expenses) ***NYS P/N: SVCS-CFINSTRRLS	1	1,576.49	1,576.49

Contract #	Email:	Phone:	Subtotal
PT65343	accounting@biometrics4all.com	(714) 568-9888 Ext 181	
			<b>Sales Tax (0.0%)</b>
			<b>Total</b>
			<b>Pmt/Crdt.</b>
			<b>Balance Due</b>



**Biometrics4ALL, Inc.**  
 220 Commerce, Ste 150  
 Irvine, CA 92602  
 714-568-9888



# Invoice

Date	Invoice No.	Client ID
10/13/2016	47582	NEWPD

Bill To
Town of Newburgh Police Dept 300 Gardnertown Rd. Newburgh, NY 12550

Ship To
Town of Newburgh Police Dept 300 Gardnertown Rd. Newburgh, NY 12550

P.O. No.	S.O. No.	Terms	LSID	Order #	Ship Date	Estimate #
	20160046	Net 30	NEWPD01		10/13/16	20160720100731

Item Code	Description	Qty	Price	Amount
Maint-Warr 9X5	12 Months Warranty 9 X 5 Support and Hardware Cross Ship Support	1	0.00	0.00
Maint-9X5-SW only	Software Maintenance Plan (software, help desk, and software upgrades) * Support Hours: 9am - 5pm (M-F), after hour calls are charged on hourly basis. **NOTE: \$490 for annual digital certificate for DCJS communication. Certificate is included with any maintenance plan.**	0	1,182.36	0.00
Maint-9X5-Remote	Standard Maintenance Plan (covers hardware, software, help desk, and software upgrades) * Support Hours: 9am - 5pm (M-F), after hour calls are charged on hourly basis. **NOTE: \$490 for annual digital certificate for DCJS communication. Certificate is included with any maintenance plan.**	0	1,773.55	0.00
Maint-24x7-Rem...	Standard Maintenance Plan (covers hardware, software, help desk, and software upgrades) * Support Hours: 24/7 **NOTE: \$490 for annual digital certificate for DCJS communication. Certificate is included with any maintenance plan.**	0	2,501.47	0.00

Contract #	Email	Phone	Subtotal	\$19,944.05
PT65343	accounting@biometrics4all.com	(714) 568-9888 Ext 181	Sales Tax (0.0%)	\$0.00
			Total	\$19,944.05
			Pmt/Crdt.	\$0.00
			Balance Due	\$19,944.05

To pay by credit card, please use this link:  
<https://cudasign.com/s/1jS4Mh5>

ACH OR BANK COUNTER DEPOSIT:  
 Bank Provider: Bank of America (stop by any branch)  
 Bank Account: 2756741817  
 Routing Number: 121000358

10 B



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

**Donald B. Campbell**  
Chief of Police

**(845) 564-1100**  
**(845) 564-1870**

February 7, 2017

To: Newburgh Town Board

From: Chief Donald B. Campbell

Subject: Purchase of License Plate Reader

I am requesting the Town Board approve the purchase of a License Plate Reader and necessary software, licensing and installation in a patrol vehicle. I have received a quote of \$20,435 from Selex ES off State Contract #PC66814, Award 22872. The cost of this equipment was allocated for in the 2017 Budget 001-3120-0100-0000.

Respectfully submitted,

Donald B. Campbell  
Chief of Police



A Finmeccanica Company  
 Oubly business as ELSAG North America

205 H Creek Ridge Road  
 Greensboro, NC 27440  
 Tel: 1.877.773.5734  
 Fax: 1.336.379.7164

DUNS#: 198749777  
 FED TAX ID: 980353098

## QUOTE

Prepared By: Stephanie Pluchino stephanie.pluchino@elsag.com

Phone: (845) 490-1381

Please include the quote number on your purchase orders and email them to sales@elsag.com for processing

Quote#: 13531

Quote Date: 1/24/2017

Funding Source:

Quote Expiry Date: 4/24/2017

Grant Details:

Requested Delivery Date:

Payment Method:

Rate Sheet: HIRE Price

Terms: Net 30 days from date of shipment. If installation is required then Net 30 days from the Installation Date. Elsag agrees not to ship equipment until an Installation Date is agreed upon by the Parties. All orders shipped FOB Greensboro

Contracts: HIRE Multi-State Contract #PC66814 Award #22872 Hazardous Incident Response Equipment Group #3823 administered by NYS OGS Expires May 31, 2020

Comments: First year warranty included. Extended warranty for years 2, 3 and 4 included in this quote. This quote includes installation of EOC 5.6 software. Server must meet requirements prior to installation.

Bill To:	Newburgh Police Department, Town of - NY 300 Gardnertown Road Newburgh, NY 12550 United States	Ship To:	Newburgh Police Department, Town of - NY 300 Gardnertown Road Newburgh, NY 12550 United States
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Product Qty	Product/Service	Unit Price	Amount
1	140012 - ELSAG Plate Hunter M6-2	\$11,500.00	\$11,500.00
1	421834 - M6 Trunkbox, 1-2 Cameras	\$0.00	\$0.00
1	410917 - Garmin GPS Antenna	\$0.00	\$0.00
1	410052 - Ethernet Cable Shielded 25 ft	\$0.00	\$0.00
1	413083 - M6 Trunkbox Mounting Plate	\$0.00	\$0.00
1	421803 - M6 Cam 12mm 740nm	\$0.00	\$0.00
1	421812 - M6 Universal 1 Cam Mount	\$0.00	\$0.00
1	412519-16 - 16ft Flat Transportable Camera Cables	\$0.00	\$0.00
1	421804 - M6 Cam 16mm 740nm	\$0.00	\$0.00
1	421812 - M6 Universal 1 Cam Mount	\$0.00	\$0.00
1	412519-16 - 16ft Flat Transportable Camera Cables	\$0.00	\$0.00

Product Qty	Product/Service	Unit Price	Amount
1	412713 - M6 Perm Power Cable, No Opus	\$0.00	\$0.00
1	412995 - Packing Foam Insert	\$0.00	\$0.00
1	210020 - Tech Dispatch	\$1,250.00	\$1,250.00
1	510322-5.X - EOC Operation Center License 5.X	\$1,275.00	\$1,275.00
1	510033-CSC - Car System Version 6.X - EOC Connected	\$0.00	\$0.00
1	210022 - EOC Initial Configuration	\$1,250.00	\$1,250.00
	Vehicle's Model Year: 2016		
	Vehicle's Make/Model: Ford Interceptor - SUV		
	Protocol: New York - Mid		
	Delivery: Standard		
3	520001-Mobile 2 - 1 Year Standard Hardware & Software Extended Warranty Two Camera System	\$1,720.00	\$5,160.00
Subtotals	Goods & Services Sub-total (Pre-tax): Contract Items		\$20,435.00
	Goods & Services Sub-total (Pre-Tax): Non Contract Items		\$0.00
Upfront	Goods & Services Sub-total (Pre-tax):		\$20,435.00
Tax	Tax Exempt		\$0.00
Total	Goods & Services Total:		\$20,435.00



A Finmeccanica Company

## Purchasing Terms and Conditions

Unless the Purchase Order is pursuant to a State or Federal cooperative purchasing agreement, or a separately executed Master Agreement, these Terms and Conditions supersede and replace any prior estimate, offer, quote, agreement, understanding or arrangement whether written or oral between the parties. If there is a discrepancy, please contact your account manager for correction.

These Terms and Conditions may not be changed or modified unless in writing and signed by authorized representative of Selex ES, Inc. Selex ES, Inc. will not be bound by any terms of Buyer's purchase order unless expressly agreed to in writing and signed by an authorized representative of Selex ES, Inc.

**Shipment and Delivery.** All orders shipped FOB Greensboro.

For purchases of Products that require installation: Unless otherwise agreed to by the Parties, Supplier agrees not to ship Product until an Installation date is scheduled.

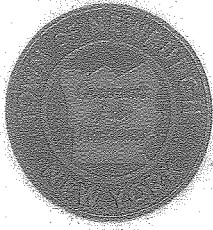
**Title.** Ownership of and Title to the Products shall transfer to the Customer upon shipment. All intellectual property rights, including without limitation, patents and /or the relevant applications, in or relating to the Products, to the Documentation and to the Software are and shall remain the property of the Supplier or its licensors. **Refer to the Selex ES Software License Agreement documentation provided with the shipment.**

**Payment Terms.** Supplier shall invoice Customer no later than sixty (60) calendar days after shipment of the Products and/or performance of any Work or Services. Payment is due Net 30 days.

**Warranty.** **One year of warranty, 24 hour telephone support, and initial training are included your purchase. Refer to the Selex ES Warranty Coverage documentation as provided. EXCEPT AS SET FORTH IN THIS AGREEMENT AND IN THE SELEX ES WARRANTY COVERAGE DOCUMENTATION, SUPPLIER MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED RELATING TO SUPPLIER'S PRODUCTS OR SERVICES.**

**FORCE MAJEURE.** Either Party shall be excused for delays in delivery or in performance where such delay is directly due to act of God, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, or other similar causes beyond such Party's reasonable control. Such Party shall promptly give written notice to the other Party specifying the nature and probable extent of such delay. The Parties shall then immediately attempt to determine what fair and reasonable extension of schedules may be necessary. The parties agree to use their best efforts to mitigate the effects of the delay.

100



**TOWN OF NEWBURGH POLICE DEPARTMENT**

300 Gardnertown Road, Newburgh, New York 12550

Donald B. Campbell  
Chief of Police

(845) 564-1100  
Fax (845) 564-1870

February 10, 2017

To: Town Board

From: Chief Donald B. Campbell

Subject: Authorization for Purchase of Police Vehicles

I am requesting your authorization to purchase four (4) SUVs (2017 Ford Utility Interceptors) at a cost of \$27,571.60 each and one (1) sedan (2017 Ford Interceptor) at a cost of \$24,401.82, for a total cost of \$134,688.22. The vehicles are from New York State Bid, quote #'s 24132 and 24133. The funds for these vehicle are included in the 2017 police budget in the capital account (# 3120.2). I have spoken with Jim Lacolla from Fleet and he concurs with the above purchase.

Sincerely:

A handwritten signature in black ink, appearing to read 'Donald B. Campbell', is written over a horizontal line.

Chief Donald B. Campbell

Wednesday February 8th, 2017 2:21 PM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

Vehicle Purchase Proposal

Attention: Jim LaColla

Purchase Order#:

Town of Newburgh
88 Gardnertown Rd
Newburgh NY12550
Phone: 845-561-2288 Fax: 845-561-3975
Mobile: 845-541-6788 Email: fleetmaintenance@townofnewburgh.org

Quote# 24133
Onondaga Bid 7418 2017

Table with columns: Item Description, Code, Qty, Your Price, MSRP. Rows include 2017 Ford Sedan Police Interceptor AWD, Oxford White, Dark Car Feature, Front Headlamp, Rear Door Handles, Noise Suppression Bonds, Keyed Alike, Heated Mirrors, Windows, Rear View Camera, Rear Console Plate, Delivery to Region 5, Total Price, and Grand Total.

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Van Bortel Ford Inc (WBE) Federal ID 16-1609363 Salesperson: Bonnie Malzewski Quote: 24133

Wednesday February 8th, 2017 2:21 PM



71 Marsh Rd East Rochester, NY 14445 585-586-7705 Fax 585-586-7706

**Vehicle Purchase Proposal**

Attention: Jim LaColla

Purchase Order#:

Town of Newburgh  
 88 Gardnertown Rd  
 Newburgh NY12550  
 Phone: 845-561-2288 Fax: 845-561-3975  
 Mobile: 845-541-6788 Email: fleetmaintenance@townofnewburgh.org

Quote# 24132  
 Onondaga Bid 7418 2017

Item Description	Code	Qty	Your Price	MSRP
2017 Ford Utility/Police Interceptor AWD	K8A	1	\$ 26,363.20	\$ 32,455.00
Oxford White	YZ	1	\$ 0.00	\$ 0.00
3.7L V6 Ti-VCT FFV Engine	99R	1	\$ 0.00	\$ 0.00
6-Speed Automatic Transmission	44C	1	\$ 0.00	\$ 0.00
Dome Lamp - Red/White in Cargo Area	17T	1	\$ 46.00	\$ 50.00
Rear window power delete, operable from front driver side switches	18W	1	\$ 23.00	\$ 25.00
Dark Car Feature - Courtesy lamp disable when any door is opened	43D	1	\$ 18.40	\$ 20.00
Mirrors - Heated Sideview	549	1	\$ 55.20	\$ 60.00
Keyed Alike - 1284x	59B	1	\$ 46.00	\$ 50.00
Noise Suppression Bonds (Ground Straps)	60R	1	\$ 92.00	\$ 100.00
Rear-Door Handles Inoperable / Locks Inoperable	68G	1	\$ 32.20	\$ 35.00
Deflector Plate	76D	1	\$ 308.20	\$ 335.00
Rear Console Plate	85R	1	\$ 32.20	\$ 35.00
Front Headlamp / Police Interceptor Housing Only	86P	1	\$ 115.00	\$ 125.00
Rear View Camera (mirror display)	87R	1	\$ 0.00	\$ 0.00
Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	1	\$ 78.20	\$ 85.00
Delivery to Region 5	Reg 5	1	\$ 362.00	\$ 362.00
Term is Net 15 Days A.R.V. Delivery from factory to dealer is estimated at 16-20 weeks. This Quote Expires In 60 Days or final Order date, whichever comes first.	<b>Total Price:</b>		\$ 27,571.60	
<b>Quantity on this Order: 4</b>	<b>Grand Total:</b>		\$ 110,286.40	

To place an order please sign and date this proposal and return it to Van Bortel Ford along with a valid Purchase Order, Voucher, or Letter of Intent. Thank You!

Accepted By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Van Bortel Ford Inc (WBE) Federal ID 16-1609369 Salesperson: Bonnie Malzewski Quote: 24132



11a

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

**TO:** Gil Piaquadio, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** January 20, 2017  
**RE:** WATER TREATMENT CHEMICALS – BID SCHEDULE

---

I am requesting Town Board approval for the following Bid Schedule for Water Treatment Chemicals to be used at the Chadwick Lake Filter Plant (CLFP) and the Delaware Aqueduct Tap Water Treatment Plant (DAT WTP):

Advertise For Bids	February 17, 2017 (Sentinel) February 22, 2017 (MHT)
Open Bids	March 9, 2017 (2:00 PM)
Award Bids	March 13, 2017

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

JWO/id

cc: J. Egitto, A. Ciacio – Water Treatment Plant (CAMO)  
J. Guido – Water Supt. (CAMO)  
R. Clum, Accountant

## NOTICE TO BIDDERS

### TOWN OF NEWBURGH WATER TREATMENT CHEMICALS FOR THE WATER TREATMENT PLANTS

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing the Town of Newburgh Water Supply Department with one or more the following water treatment chemicals:

- Item 1: Sodium Fluoride (CLFP)
- Item 2A: Sodium Hypochlorite (DAT)
- Item 2B: Sodium Hypochlorite (CLFP)
- Item 3: Blended PolyOrthophosphate (CLFP)
- Item 4: Hydrofluosilicic Acid (DAT)
- Item 5: Sodium Hydroxide (DAT)
- Item 6: Phosphoric Acid (DAT)
- Item 7: Soda Ash (DAT)
- Item 8: Sodium Bisulfite (DAT)
- Item 9: Sulfuric Acid (DAT)
- Item 10: Citric Acid (DAT)
- Item 11: Potassium Permanganate (CLFP)

Bids will be received until **2:00 PM on 9 March 2017** at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Specifications and Instructions to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

**TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY 12550**

All bids shall be submitted subject to the following conditions:

1. The Town Board reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, as required by the Town Board.
3. Each bid must contain the certificate of non-collusive bidding required by Section 103 - d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the Town Board of the Town of Newburgh.
5. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charge for such increases.

By Order of the Town Board

TOWN OF NEWBURGH

---

Andrew Zarutskie, Town Clerk

14 February 2017

## NOTICE TO BIDDERS

### TOWN OF NEWBURGH WATER TREATMENT CHEMICALS FOR THE WATER TREATMENT PLANTS

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing the Town of Newburgh Water Supply Department with one or more the following water treatment chemicals for use at the Town's Delaware Aqueduct Tap Water Treatment Plant (DAT) and Chadwick Lake Filtration Plant (CLFP):

- Item 1: Sodium Fluoride (CLFP)
- Item 2: Sodium Hypochlorite (CLFP & DAT)
- Item 3: Blended PolyOrthophosphate (CLFP)
- Item 4: Hydrofluosilicic Acid (DAT)
- Item 5: Sodium Hydroxide (DAT)
- Item 6: Phosphoric Acid (DAT)
- Item 7: Soda Ash (DAT)
- Item 8: Sodium Bisulfite (DAT)
- Item 9: Sulfuric Acid (DAT)
- Item 10: Citric Acid (DAT)
- Item 11: Potassium Permanganate (CLFP)
- Item 12: PolyAluminum Chloride (CLFP & DAT)
- Item 13: Liquid Sodium Permanganate (CLFP)

Bids will be received until **2:00 PM on 9 March 2017** at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Specifications and Instructions to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY 12550

TOWN OF NEWBURGH  
WATER TREATMENT CHEMICALS  
FOR THE DELAWARE AQUEDUCT (DAT) AND CHADWICK  
LAKE (CLFP) WATER TREATMENT PLANTS

Prepared by: [Faint text]  
Approved by: [Faint text]

- B. Provide certified delivery tickets with each chemical delivery.
- C. Actual volume ordered will vary. Delivery shall provide actual ordered volume.
- D. Transport trucks shall comply with all NYSDOT regulations for the applicable hazardous material transport.

## PART 2 – MATERIALS

### 2.01 Chemical requirements

- A. Sodium fluoride to be provided must be in accordance with AWWA B701, latest edition, and must be NSF Standard 60 approved.
- B. Provide sodium fluoride with the following properties:
  - 1. Percent sodium fluoride – 97 percent minimum.
  - 2. Percent fluoride ion - 44 percent minimum.
  - 3. Moisture content - 0.5 percent maximum by weight.
  - 4. Insoluble Matter – Maximum: 0.6 percent (by weight).

### 2.02 Impurities

- A. Provide sodium fluoride without impurities in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the product

## PART 3 – CONTRACT

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, if the containers or packaging has missing or damaged seals, then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with AWWA B701.
- C. Rejection of product

**Item 2**  
**Sodium Hypochlorite (NaOCl)**

**PART 1 – GENERAL**

1.02 Section includes

Provide liquid sodium hypochlorite (NaOCl) for use as a disinfectant of filtered water at the Town's Delaware Aqueduct Tap and Chadwick Lake Water Treatment Plants.

1.03 Applicable standards

- A. ANSI/AWWA B300-10
- B. ANSI/NSF Standard 60

1.04 Submittals

- A. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:
  - 1. Test reports shall demonstrate conformance with the requirements below and AWWA B300, Section 4.
  - 2. Parameters to reported and submitted include:
    - a. Percent available chlorine.
    - b. Percent insoluble matter
    - c. Percent free alkali
- B. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of AWWA B300-10 and NSF Standard 60.
- C. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

- A. Provide sodium hypochlorite without impurities in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with the sodium hypochlorite.

## PART 3 – CONTRACT

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, if the containers or packaging has missing or damaged seals, or if the available chlorine at delivery is less than the available chlorine to be provided; then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with AWWA B300.
- C. Rejection of product
  - 1. Failure of the sodium hypochlorite to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.
  - 2. If substandard material is delivered and mixed with the Town's existing stores, vendor shall be responsible for removal and replacement of entire volume at his sole cost and expense.

### 3.02 Contract period

- B. This bid is for the furnishing and delivery of sodium hypochlorite for the period through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

- E. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver sodium hypochlorite. The bidder agrees that the bid unit price will be the basis of compensation for all hypochlorite delivered.
- F. Invoices will be based on the quantity of actual shipments.
- G. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.



Item 3  
Orthophosphate-Polyphosphate blend

PART 1 – GENERAL

a. Section includes

D. Provide granular orthophosphate-polyphosphate blend for use as a corrosion inhibitor at the Chadwick Lake Water Filtration Plant.

b. Applicable standards

H. ANSI/NSF Standard 60

1.03 Submittals

D. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

3. Test reports shall demonstrate conformance with the requirements below.

4. Parameters to reported and submitted include:

- a. Orthophosphate to polyphosphate ratio (by weight).
- b. Percent polyphosphate (by weight).

E. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of NSF Standard 60.

F. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

1.04 Delivery

A. Delivery shall be in 50-pounds (lbs) containers, within five working days after placement of order. All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations. Shipments shall be approximately bi-monthly, shall be approximately 1000 lbs total, and shall be delivered to:

Chadwick Lake Water Filtration Plant  
343 Route 32  
Newburgh, NY 12550

B. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.

I. With each chemical delivery provide certified delivery tickets.

2. If substandard material is delivered and mixed with the Town's existing stores, vendor shall be responsible for removal and replacement of entire quantity at his sole cost and expense.

### 3.02 Contract period

- C. This bid is for the furnishing and delivery of orthophosphate-polyphosphate blend for period through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

- I. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver orthophosphate-polyphosphate blend. The bidder agrees that the bid unit price will be the basis of compensation for all orthophosphate-polyphosphate blend delivered.
- J. Invoices will be based on the quantity of actual shipments.
- K. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.
- L. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

- A. Vendor shall be considered in default if:
  1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
  2. Product delivered does not meet the specified requirements.
- B. Notice of default will be issued in writing by the Town.

### 3.05 Waiver

- A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.

- B. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.
- C. With each chemical delivery provide certified delivery tickets.
- D. Actual volume ordered will vary. Delivery shall provide actual ordered volume.
- E. Deliver bulk liquid HFA via tanker truck to the site. Tanker trucks shall be suitably lined, thoroughly cleaned, and comply with all NYSDOT regulations for the applicable hazardous material transport.

## PART 2 - MATERIALS

### 2.01 Chemical Requirements

- G. Liquid HFA to be provided must be in accordance with AWWA B703, latest edition, and must be NSF Standard 60 approved.
- H. Provide liquid HFA with the following properties:
  - 1. Percent HFA (by weight).
    - a. Maximum: 25 percent
    - b. Minimum: 23 percent
  - 2. Percent free acids (other than HFA) expressed as HFA.
    - a. Maximum: One percent
  - 3. Color – Maximum: 200 color units, in accordance with Method 2120B (*Standard Methods for the Examination of Water and Wastewater*), visual inspection method.

### 2.02 Impurities

- A. Provide liquid HFA without impurities in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated properly with the liquid HFA.

## PART 3 - SAMPLING AND TESTING

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, or if the

QUESTION 1

1. The following reaction is an example of a redox reaction. Write the oxidation half-reaction and the reduction half-reaction.



2. Write the balanced chemical equation for the reaction between sodium metal and water. Identify the oxidizing agent and the reducing agent.

3. Calculate the standard cell potential for the following cell at 25°C. Write the balanced cell reaction.



4. A solution of sodium hydroxide is titrated with a solution of hydrochloric acid. Write the balanced chemical equation for the reaction. Calculate the pH of the solution at the equivalence point.

5. Calculate the molar solubility of silver chloride in a 0.10 M sodium chloride solution. Write the solubility product expression.

6. A solution of acetic acid is titrated with a solution of sodium hydroxide. Write the balanced chemical equation for the reaction. Calculate the pH of the solution at the equivalence point.

7. Calculate the standard Gibbs free energy change for the following reaction at 25°C.

**Item 5**  
**Sodium Hydroxide (NaOH)**

- P. With each chemical delivery provide certified delivery tickets.
- Q. Actual volume ordered will vary. Delivery shall provide actual ordered volume.
- R. Deliver liquid sodium hydroxide via package (tote bin) to the site. Delivery trucks shall comply with all NYSDOT regulations for the applicable hazardous material transport.

## PART 2 – MATERIALS

### 2.01 Chemical requirements.

- I. Sodium hydroxide to be provided must be in accordance with AWWA B501, latest edition, and must be NSF Standard 60 approved.
- J. Provide sodium hydroxide with the following properties:
  - 9. 25 % sodium hydroxide

### 2.02 Impurities

- A. Provide sodium hydroxide without impurities in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated properly with sodium hydroxide.

## PART 3 – CONTRACT

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, or if the containers or packaging has missing or damaged seals; then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with AWWA B501.
- C. Rejection of product
  - 1. Failure of the sodium hydroxide to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.

## PART 1 – GENERAL

### 1.01 Section includes:

- A. Provide liquid phosphoric acid for use as a corrosion inhibitor at the Delaware Aqueduct Tap Water Treatment Plant.

### 1.02 Applicable Standards

- S. ANSI/NSF Standard 60

### 1.03 Submittals

- D. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

- 3. Test reports to demonstrate conformance with the requirements below.

- 4. Parameters to reported and submitted include:

- a. Percent phosphoric acid (by weight).

- E. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of NSF Standard 60.

- F. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

### 1.04 Delivery

- F. Delivery shall be by tanker truck, within five working days after placement of order. All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations. Shipments shall be approximately quarterly, shall be between 400 and 800 gallons (bulk), and shall be delivered to:

Delaware Aqueduct Tap Water Treatment Plant  
218 Lattintown Road  
Newburgh, New York 12550

- G. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.

- H. With each chemical delivery provide certified delivery tickets.

- I. Actual volume ordered will vary. Delivery shall provide actual ordered volume.

### 3.02 Contract period

- F. This bid is for the furnishing and delivery of liquid phosphoric acid for the period through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

- U. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver liquid phosphoric acid. The bidder agrees that the bid unit price will be the basis of compensation for all phosphoric acid delivered.
- V. Invoices will be based on the quantity of actual shipments.
- W. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.
- X. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

- A. Vendor shall be considered in default if:
  - 1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
  - 2. Product delivered does not meet the specified requirements.
- B. Notice of default will be issued in writing by the Town.

### 3.05 Waiver

- A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.

- L. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.
- M. With each chemical delivery provide certified delivery tickets.
- N. Actual mass ordered will vary. Delivery shall provide actual ordered mass.
- O. Deliver bulk soda ash via trailer truck to the site. Trailer trucks shall be suitably lined, thoroughly cleaned, and comply with all NYSDOT regulations for the applicable hazardous material transport. Delivery trucks shall be capable of delivering soda ash to storage container, via 4-inch diameter fill piping (piped directly to soda ash storage container).

## PART 2 - MATERIALS

### 2.01 Chemical Requirements

- M. Sodium ash to be provided must be in accordance with AWWA B201, latest edition, and must be NSF Standard 60 approved.
- N. Provide soda ash with the following properties:
  - 1. Percent sodium carbonate by weight.
    - a. Minimum: 99 percent
  - 2. Density
    - a. Maximum: 1.1 grams per milliliter (g/mL).
    - b. Minimum: 0.5 g/mL.
  - 3. Percent insoluble matter
    - a. Minimum: 0.05 percent

### 2.02 Impurities

- A. Provide sodium carbonate without impurities in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated properly with soda ash.

## PART 3 - SAMPLING AND TESTING

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.



- A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.

- Q. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.
- R. With each chemical delivery provide certified delivery tickets.
- S. Actual volume ordered will vary. Delivery shall provide actual ordered volume.
- T. Deliver containerized liquid sodium bisulfite to the site. Delivery trucks shall comply with all NYSDOT regulations for the applicable hazardous material transport.

## PART 2 - MATERIALS

### 2.01 Chemical Requirements

- O. Liquid sodium bisulfite to be provided must be NSF Standard 60 approved.
- P. Provide liquid sodium bisulfite with the following properties:
  - 2. Percent sodium bisulfite (by weight).
    - a. Maximum: 40 percent
    - b. Minimum: 38 percent

### 2.02 Impurities

- A. Provide liquid sodium bisulfite without impurities in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated properly with the sodium bisulfite.

## PART 3 - SAMPLING AND TESTING

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, or if the containers or packaging has missing or damaged seals; then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with industry standards.
- C. Rejection of product

Item 9  
Sulfuric acid (H<sub>2</sub>SO<sub>4</sub>)

PART 1 – GENERAL

1.01 Section includes:

- A. Provide liquid sulfuric acid for use as a cleaning chemical for the membrane microfilters at the Delaware Aqueduct Tap Water Treatment Plant.

1.02 Applicable Standards

- W. ANSI/NSF Standard 60

1.03 Submittals

- M. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

- 9. Test reports to demonstrate conformance with the requirements below.

- 10. Parameters to reported and submitted include:

- f. Percent sulfuric acid (by weight).

- N. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of NSF Standard 60.

- O. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

1.04 Delivery

- U. Deliveries shall be of packaged chemical, and shall be made within five working days after placement of order. Delivery shall be by container (55 gallon drums). All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations. Shipments shall be approximately 220 gallons biannually, and shall be delivered to:

Delaware Aqueduct Tap Water Treatment Plant  
218 Lattintown Road  
Newburgh, New York 12550

- V. Deliveries will be made between 8 AM and 3 PM, on Monday through Friday, except for holidays. A holiday list will be provided upon award of the Contract.

- W. With each chemical delivery provide certified delivery tickets.

- I. This bid is for the furnishing and delivery of liquid sulfuric acid for the period through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

GG. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver liquid sulfuric acid. The bidder agrees that the bid unit price will be the basis of compensation for all sulfuric acid delivered.

HH. Invoices will be based on the quantity of actual shipments.

II. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.

JJ. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

A. Vendor shall be considered in default if:

1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
2. Product delivered does not meet the specified requirements.

B. Notice of default will be issued in writing by the Town.

### 3.05 Waiver

A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.

- Z. With each chemical delivery provide certified delivery tickets.
- AA. Actual volume ordered will vary. Delivery shall provide actual ordered volume.
- BB. Deliver containerized liquid citric acid to the site. Delivery trucks shall comply with all NYSDOT regulations for the applicable hazardous material transport.

## PART 2 - MATERIALS

### 2.01 Chemical Requirements

- S. Liquid citric acid to be provided must be NSF Standard 60 approved.
- T. Provide liquid citric acid with the following properties:
  - 4. Percent citric acid (by weight).
    - a. Maximum: 50 percent
    - b. Minimum: 48 percent

### 2.02 Impurities

- A. Provide liquid citric acid without impurities in quantities capable of producing deleterious or injurious effects to the health of those consuming water that has been treated properly with citric acid.

## PART 3 - SAMPLING AND TESTING

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
- B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, or if the containers or packaging has missing or damaged seals; then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with industry standards.
- C. Rejection of product
  - 1. Failure of the citric acid to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.

Item 11  
Potassium Permanganate (KMnO<sub>4</sub>)

PART 1 – GENERAL

a. Section includes

- F. Provide dry, granular potassium permanganate (KMnO<sub>4</sub>) for use as an oxidant for the Chadwick Lake Water Filtration Plant.

b. Applicable standards

- Y. ANSI/AWWA B603  
Z. ANSI/NSF Standard 60

1.03 Submittals

- J. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

5. Test reports shall demonstrate conformance with the requirements below and AWWA B603, Section 4.

6. Parameters to reported and submitted include:

- a. Bulk density.  
b. Particle size.  
c. Water tolerance.

- K. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of AWWA B603 and NSF Standard 60.

- L. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

1.04 Delivery

- A. Delivery shall be by in 50-pounds (lbs) containers, within five working days after placement of order. All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations. Shipments shall be approximately quarterly, shall be approximately 2000 lbs total, and shall be delivered to:

Chadwick Lake Water Filtration Plant  
343 Route 32  
Newburgh, NY 12550

B. If the material tested fails to meet all requirements of this specification, if the material fails to meet all provisions of the manufacturer's specifications, or if the containers or packaging has missing or damaged seals; then the material shall be rejected, and the cost of the analysis and removal of the product will be the responsibility of the vendor. Testing will be performed in accordance with AWWA B603.

C. Rejection of product

1. Failure of the potassium permanganate to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.

2. If substandard material is delivered and mixed with the Town's existing stores, vendor shall be responsible for removal and replacement of entire volume at his sole cost and expense.

### 3.02 Contract period

K. This bid is for the furnishing and delivery of potassium permanganate through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

OO. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver potassium permanganate. The bidder agrees that the bid unit price will be the basis of compensation for all potassium permanganate delivered.

PP. Invoices will be based on the quantity of actual shipments.

QQ. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.

RR. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

A. Vendor shall be considered in default if:

1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or

2. Product delivered does not meet the specified requirements.

B. Notice of default will be issued in writing by the Town.

Item 12  
Poly Aluminum Chloride

PART 1 – GENERAL

a. Section includes

- G. Provide Polyaluminum Chloride (PACl) for use as a coagulant at the Town's Delaware Aqueduct Tap Water Treatment Plant and Chadwick Lake Water Treatment Plant.

b. Applicable standards

- DD. Applicable AWWA and NSF standards

1.03 Submittals

The coagulant used at the water plant is a key component that works closely in conjunction with other chemicals in the treatment process. Because of the importance of this, vendors choosing to bid for this chemical (PACL) are required to pre-qualify the product through standard jar testing procedures. Testing will include measurements for the product's effectiveness on both plants' Raw water for removal of Turbidity, Color, Total Organic Carbon and UV254. The product must also be qualified by running a full scale, two week long evaluation at the water treatment plants during both warm water and cold water conditions. This evaluation will be conducted under the supervision of the Plants' Operations staff, under normal operational conditions and shall be provided at the expense of the vendor.

- M. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

7. Test reports shall demonstrate conformance with NSF standards
8. Parameters to be reported and submitted include:

a. Percent AL.

- N. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved.
- O. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.



## PART 3 – CONTRACT

### 3.01 Sampling, testing, and rejection

- A. The buyer reserves the right to sample and test each shipment at the point of delivery. Testing will be performed by the Owner or a certified laboratory at the Owner's expense.
  
- C. Rejection of product
  - 1. Failure of the PACL to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.
  - 2. If substandard material is delivered and mixed with the Town's existing stores, vendor shall be responsible for removal and replacement of entire volume at his sole cost and expense.

### 3.02 Contract period

- L. This bid is for the furnishing and delivery of PACI for the period through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

- SS. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver PACI. The bidder agrees that the bid unit price will be the basis of compensation for all coagulant delivered.
- TT. Invoices will be based on the quantity of actual shipments.
- UU. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.
- VV. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

- A. Vendor shall be considered in default if:
  - 1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
  - 2. Product delivered does not meet the specified requirements.
- B. Notice of default will be issued in writing by the Town.

Item 13  
Liquid Sodium Permanganate (NaMnO<sub>4</sub>)

PART 1 – GENERAL

a. Section includes

- H. Provide liquid sodium permanganate (NaMnO<sub>4</sub>) for use as an oxidant for the Chadwick Lake Water Filtration Plant.

b. Applicable standards

- HH. ANSI/AWWA B603-03  
II. ANSI/NSF Standard 60

1.03 Submittals

- P. Furnish test data from a licensed testing laboratory, detailing the specified characteristics. Test data to be submitted in the form of shop drawings prior to shipment of product to the site and shall be approved prior to shipment. Certified test results shall include, but not be limited to, the following:

9. Test reports shall demonstrate conformance with the requirements below and AWWA B603-03.

10. Parameters to reported and submitted include:

- a. Assay  
b. pH  
c. Water Solubility

- Q. Prior to shipment of the product, an Affidavit of Compliance shall be provided and approved, stating that the product meets all applicable requirements of AWWA B603 and NSF Standard 60.

- R. Upon the first delivery of the product, provide material safety data sheets (MSDS) for chemical to be furnished.

1.04 Delivery

- A. Delivery shall be by in Intermediate Bulk Containers (totes) in volume of 250-300 gallons per container. Delivery shall be within five working days after placement of order. All shipments and deliveries shall be made in such a manner to conform to all applicable laws and regulations. Shipments shall be approximately monthly to bimonthly, shall be approximately 500 to 900 gallons total, and shall be delivered to:

Chadwick Lake Water Filtration Plant  
343 Route 32 North  
Newburgh, NY 12550

1. Failure of the liquid sodium permanganate to meet the requirements of these specifications shall constitute causes for rejection. Product which has been rejected shall be removed from the site and replaced with acceptable material at the supplier's expense.
2. If substandard material is delivered and mixed with the Town's existing stores, vendor shall be responsible for removal and replacement of entire volume at his sole cost and expense.

### 3.02 Contract period

- M. This bid is for the furnishing and delivery of liquid sodium permanganate through December 31<sup>st</sup> of the calendar year of the bid. The Town reserves the right to modify the amount of chemical to be delivered or to cancel a delivery in its entirety.

### 3.03 Bid prices and payment

WW. Supplier shall submit bids on a unit price basis, equal to the price to provide and deliver liquid sodium permanganate. The bidder agrees that the bid unit price will be the basis of compensation for all liquid sodium permanganate delivered.

XX. Invoices will be based on the quantity of actual shipments.

YY. The bid prices submitted by the vendor, if accepted, will be guaranteed and nonadjustable for a period of one year from date of award.

ZZ. In case of default of the vendor, the Town may procure the items or services from other sources.

### 3.04 Default

A. Vendor shall be considered in default if:

1. Vendor cannot deliver the quantity of product ordered within five working days of said order, or
2. Product delivered does not meet the specified requirements.

B. Notice of default will be issued in writing by the Town.

### 3.05 Waiver

A. Any waiver of these requirements shall be at the sole discretion of the Town and shall not be construed to alter the requirements of any future delivery of product.

11B

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: January 20, 2017  
RE: **REMOVAL AND DISPOSAL OF ALUM. SLUDGE – BID SCHEDULE**

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I am requesting Town Board approval for the following Bid Schedule for the removal and disposal of Alum. Sludge to be used at the Chadwick Lake Filter Plant (CLFP) and the Delaware Aqueduct Tap Water Treatment Plant (DAT WTP):

Advertise For Bids	February 17, 2017 (Sentinel) February 22, 2017 (MHT)
Open Bids	March 9, 2017 (2:15 PM)
Award Bids	March 13, 2017

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

JWO/id

cc: J. Egitto, A. Ciacio – Water Treatment Plant (CAMO)  
J. Guido – Water Supt. (CAMO)  
R. Clum, Accountant

NOTICE TO BIDDERS

TOWN OF NEWBURGH  
REMOVAL AND DISPOSAL OF ALUM. SLUDGE  
FOR THE CHADWICK LAKE and DELAWARE AQUEDUCT WATER  
TREATMENT PLANTS

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing all equipment and labor for the removal and disposal of alum. sludge from the Town of Newburgh's Chadwick Lake and Delaware Aqueduct Water Treatment Plants.

Bids will be received until 2:15 PM on 9 March 2017 at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Instructions and Specifications to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY  
12550

All bids shall be submitted subject to the following conditions:

1. The Town Board reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, as required by the Town Board.
3. Each bid must contain the certificate of non-collusive bidding required by Section 103 - d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the Town Board of the Town of Newburgh.
5. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charge for such increases.

By Order of the Town Board

TOWN OF NEWBURGH

---

Andrew Zarutskie, Town Clerk

14 February 2017

TOWN OF NEWBURGH  
REMOVAL AND DISPOSAL OF ALUM. SLUDGE  
FOR THE CHADWICK LAKE AND DELAWARE AQUEDUCT WATER  
TREATMENT PLANTS

INFORMATION FOR BIDDERS

CONTENTS OF BID

This bid consists of the following documents:

Notice to Bidders  
Information to Bidders  
Bid Proposal  
Non-Collusive Bidding Certificate  
Certificate of Compliance  
Specifications  
Sales Tax Exemption

PREPARATION OF BIDS

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

PRE-BID INVESTIGATION

Prior to bid submittal, bidders shall view and investigate the site work and adjacent area, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the site which may affect in any way the performance of the work to be done under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

SUBMITTAL OF BIDS

Bids must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

The unit prices bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to

accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

#### BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the unit prices, as called for in the proposal and in conformity with the specifications.

#### ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

#### UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

#### APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only and shall not be made the basis of any claim against the Owner.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

#### CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto.

#### CONTRACT PERIOD

The Bid Proposal for the removal and disposal of alum. sludge shall be valid for the period through December 31<sup>st</sup> of the calendar year of the bid.



TOWN OF NEWBURGH  
REMOVAL AND DISPOSAL OF ALUM. SLUDGE  
FOR THE CHADWICK LAKE and DELAWARE AQUEDUCT WATER  
TREATMENT PLANTS

BID PROPOSAL

The undersigned agrees to provide all required labor and materials for the removal and disposal of alum sludge as described in the attached specifications for the price of:

\_\_\_\_\_ DOLLARS and  
\_\_\_\_\_ CENTS (\$ \_\_\_\_\_ per gallon)

BP-1  
SALES TAX EXEMPTION

The Town of Newburgh is exempt from payment of State and Compensatory Use Taxes of the State of New York on all materials sold to it, used on, or for the project pursuant to the provisions of the bid.

Name of Bidder: \_\_\_\_\_

By (Name & Title): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Technical Support Number: \_\_\_\_\_

Signature \_\_\_\_\_

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SCHEDULE 4

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to General Municipal Law § 103-d, the undersigned Bidder and each person signing on behalf of Bidder, 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 their 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, 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.

\_\_\_\_\_  
Name of Bidder

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

\_\_\_\_\_  
Address  
\_\_\_\_\_

ACCEPTED: \_\_\_\_\_

(Date) \_\_\_\_\_

SCHEDULE 4-A

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

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

In acknowledgment of the above:

\_\_\_\_\_  
Name of Bidder

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

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

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

**INSTRUCTIONS AND SPECIFICATIONS FOR  
FURNISHING ALL LABOR AND EQUIPMENT  
FOR THE REMOVAL AND DISPOSAL  
OF ALUM SLUDGE FROM  
TOWN OF NEWBURGH WATER TREATMENT PLANTS**

The successful bidder shall be responsible for furnishing all labor and equipment necessary for the removal and disposal of alum sludge from the Town of Newburgh's Chadwick Lake AND Delaware Aqueduct Water Treatment Plants (WTP's).

The Successful bidder shall provide the alum sludge removal and disposal service on a call-as-needed basis for the period through December 31<sup>st</sup> of the calendar year of the bid..

However, the Town Board reserves the right to terminate this contract prior to the end of the calendar year of the bid, upon 30 days written notice. Said notice to be sent certified mail, return receipt requested.

The price bid shall be on a unit price per gallon of sludge removed and include all costs of labor, equipment, transportation and final disposal. The Town of Newburgh is a tax-exempt organization. All bids shall be submitted on the following conditions.

1. Any bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement.
2. Bids must be submitted with all requested submittals. Any bid submitted without all required submittals shall not be considered. The required submittals are listed below.
3. A conditional or qualified bid will not be accepted.
4. Award will be made to the lowest responsible bidder. An award will be made based on all factors stated herein and in the best interest of the Town of Newburgh. The Town of Newburgh reserves the right to reject any and all bids.
5. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract.
6. The contractor shall provide the necessary insurance forms in accordance with the bid specifications and maintain at his expense, until final acceptance by the owner of the work covered by the contract, workman's compensation insurance and general public liability and property damage insurance. The Contractor shall furnish promptly upon demand by the Town of Newburgh proof that said insurance remains in full force and effect. The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the Town to terminate the contract.

7. Each bid must contain the certificate of non-collusive bidding required by Section 103-d of the General Municipal Law, relating to non-collusion.
8. The Town of Newburgh reserves the right to waive any informality in the bids tendered.
9. The successful bidder will prepare and secure execution of the necessary contract documentation required by law satisfactory to the Town Clerk and Town Attorney.
10. Bids shall be submitted in opaque envelopes clearly marked on the front: "BID OPENING - ALUM SLUDGE DISPOSAL SERVICES"

The owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish the owner all such information and data for this purpose as the owner may request. The Town of Newburgh reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

The following items must be submitted with a bid:

- 1) A signed certificate of non-collusive bidding as required by Section 103-d of the General Municipal Law, relating to non-collusion.
- 2) Each bidder shall provide substantiation of capabilities by providing a minimum of three (3) references. Said references shall be from either governmental agencies or substantial private enterprises to which the successful bidder has provided sludge removal services within the twelve (12) months previous to the bid opening date.
- 3) Each bidder shall demonstrate that he/she has adequate equipment capabilities and provide, with his/her bid, all necessary information on which the Town may evaluate their bid. This should include the number of and capacities of the bidder's trucks.
- 4) Each bidder must submit a copy of their current waste transporter's permit from the New York State Department of Environmental Conservation (NYSDEC).
- 5) Each bidder will name the final disposal location in their bid.

ALL BIDS MUST BE SUBMITTED WITH THE ABOVE 5 ITEMS. Any bids received without all five required submittals will be rejected.

The successful bidder will be responsible for ensuring that the necessary changes are made to their NYSDEC permit to allow them to haul alum sludge from the Town of Newburgh WTP to the final disposal location. A copy of the successful bidder's operating permit showing NYSDEC permission to haul the alum sludge must be provided before the start date of service.

The successful bidder will be responsible for ensuring that the final disposal location has the necessary permits to accept the alum sludge. Any laboratory testing required for the above referenced permits is the responsibility of the bidder.

Alum sludge will be removed from the Town of Newburgh WTPs located at 343 Route 32 *and* 218 Lattintown Road, both in Newburgh, New York, as directed by the WTP operations staff. Scheduling of the days to haul will be established by the Water Supply Superintendent or his designate, at least one week in advance or less by mutual agreement of the parties. All loads of sludge must be documented at the WTP. Minimum tanker size to remove a load of sludge is 5,500 gallons.

Monthly invoices will be received at the following address:

Town of Newburgh  
Chadwick Lake Filtration Plant  
343 Route 32  
Newburgh, New York 12550

The bidder's reference is directed to the following estimated volume of sludge to be removed from the WTP. It should be noted that the estimate is an estimate only and is provided to assist the bidder in the preparation of a unit price and bid submission. The estimated volume shall not be construed as a guarantee as to either minimum or maximum volumes of sludge to be removed during the calendar year.

TOWN OF NEWBURGH WATER TREATMENT PLANTS  
ESTIMATED TOTAL ANNUAL VOLUME OF SLUDGE:

400,000 gallons at 1 - 3 % solids

The facilities may be inspected Monday to Friday during the hours of 8:00 A.M. to 3:00 P.M. by contacting the following:

John P. Egitto  
Water Supply Superintendent  
343 Route 32  
Newburgh, New York 12550  
(845) 564-2180

112

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

**TO:** Gil Piaquadio, Town Supervisor & Town Board

**FROM:** James W. Osborne, Town Engineer *JWO*

**DATE:** January 20, 2017

**RE:** **REMOVAL AND DISPOSAL OF WASTEWATER – BID SCHEDULE**

---

I am requesting Town Board approval for the following Bid Schedule for the removal and disposal of wastewater to be used at the Chadwick Lake Filter Plant (CLFP) and the Delaware Aqueduct Tap Water Treatment Plant (DAT WTP):

Advertise For Bids	February 17, 2017 (Sentinel) February 22, 2017 (MHT)
Open Bids	March 9, 2017 (2:30 PM)
Award Bids	March 13, 2017

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

JWO/id

cc: J. Egitto, A. Ciacio – Water Treatment Plant (CAMO)  
J. Guido – Water Supt. (CAMO)  
R. Clum, Accountant



**NOTICE TO BIDDERS**

**TOWN OF NEWBURGH  
REMOVAL AND DISPOSAL OF WASTEWATER  
FROM THE DELAWARE AQUEDUCT WATER TREATMENT PLANT'S  
WASTE HOLDING TANK**

Notice is hereby given that sealed bids will be received by the Town Board of the Town of Newburgh, NY for providing all equipment and labor for the removal and disposal of wastewater from the waste holding tank at Town of Newburgh's Delaware Aqueduct Water Treatment Plant.

Bids will be received **until 2:30 PM on 9 March 2017** at the Office of the Town Clerk at Town Hall, 1496 Route 300, Newburgh, New York 12550, at which time and place they will be publicly opened and read aloud.

Instructions and Specifications to Bidders are on file and publicly exhibited at the Town Hall, 1496 Route 300, Newburgh, New York 12550. The Specifications and Instructions may be obtained from the Town Clerk, at the above address, in person, or by mail. Bidders shall leave their names and correct mailing addresses upon receipt of the Specifications and Instructions.

Bids shall be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, bid item(s) and the date and time of the bid opening. All bids shall be mailed or hand delivered to:

TOWN CLERK, TOWN OF NEWBURGH, 1496 ROUTE 300, NEWBURGH, NY  
12550

All bids shall be submitted subject to the following conditions:

1. The Town Board reserves the right to reject any or all bids and re-advertise for new bids.
2. All bidders shall submit proof of responsibility, as required by the Town Board.
3. Each bid must contain the certificate of non-collusive bidding required by Section 103 - d of the General Municipal Law, relating to non-collusion (Schedule 4 hereto).
4. No bids shall be withdrawn for a period of forty-five (45) days after the receipt thereof, without the consent of the Town Board of the Town of Newburgh.
5. The bidder shall make allowance in his bid for any price increase in labor and materials. Requisitions for work and/or material shall be at the price bid with no additional charge for such increases.

By Order of the Town Board

TOWN OF NEWBURGH

Andrew Zarutskie, Town Clerk

14 February 2017

INSTRUCTIONS AND SPECIFICATIONS FOR  
FURNISHING ALL LABOR AND EQUIPMENT  
FOR THE REMOVAL AND DISPOSAL  
WASTEWATER FROM  
TOWN OF NEWBURGH WATER TREATMENT PLANTS

The successful bidder shall be responsible for furnishing all labor and equipment necessary for the removal and disposal of wastewater from the waste holding tank at the Town of Newburgh's Delaware Aqueduct Water Treatment Plant(WTP).

The Successful bidder shall provide the wastewater removal and disposal service on a call-as-needed basis for the period through December 31<sup>st</sup> of the calendar year of the bid..

However, the Town Board reserves the right to terminate this contract prior to the end of the calendar year of the bid, upon 30 days written notice. Said notice to be sent certified mail, return receipt requested.

The price bid shall be on a unit price per gallon of wastewater removed and include all costs of labor, equipment, transportation and final disposal. The Town of Newburgh is a tax-exempt organization. All bids shall be submitted on the following conditions.

1. Any bid may be withdrawn prior to the scheduled time for the opening of Bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement.
2. Bids must be submitted with all requested submittals. Any bid submitted without all required submittals shall not be considered. The required submittals are listed below.
3. A conditional or qualified bid will not be accepted.
4. Award will be made to the lowest responsible bidder. An award will be made based on all factors stated herein and in the best interest of the Town of Newburgh. The Town of Newburgh reserves the right to reject any and all bids.
5. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract.
6. The contractor shall provide the necessary insurance forms in accordance with the bid specifications and maintain at his expense, until final acceptance by the owner of the work covered by the contract, workman's compensation insurance and general public liability and property damage insurance. The Contractor shall furnish promptly upon demand by the Town of Newburgh proof that said insurance remains in full force and effect. The Contractor's failure to procure or maintain said insurance shall constitute an act of default and entitle the Town to terminate the contract.

TOWN OF NEWBURGH  
REMOVAL AND DISPOSAL OF WASTEWATER  
FROM WASTE HOLDING TANK AT DELAWARE AQUEDUCT WATER  
TREATMENT PLANT

INFORMATION FOR BIDDERS

CONTENTS OF BID

This bid consists of the following documents:

- Notice to Bidders
- Information to Bidders
- Bid Proposal
- Non-Collusive Bidding Certificate
- Certificate of Compliance
- Specifications
- Sales Tax Exemption

PREPARATION OF BIDS

Each bid or proposal must be typewritten or written in ink on the forms hereto annexed and signed by the bidder. The blank places in the proposal must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein.

PRE-BID INVESTIGATION

Prior to bid submittal, bidders shall view and investigate the site work and adjacent area, and it shall be conclusively presumed that each bidder has full knowledge of all conditions on or around the site which may affect in any way the performance of the work to be done under this Contract. The Owner makes no warranties or representations whatsoever with respect to site conditions.

SUBMITTAL OF BIDS

Bids must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

The unit prices bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to

accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

#### BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the unit prices, as called for in the proposal and in conformity with the specifications.

#### ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

#### UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced; impracticable or unreasonable bid for such work.

#### APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only and shall not be made the basis of any claim against the Owner.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

#### CERTIFICATE OF NON-COLLUSIVE BIDDING

Each bidder shall submit the certificate of non-collusive bidding annexed hereto.

#### CONTRACT PERIOD

The Bid Proposal for the removal and disposal of wastewater shall be valid for the period through December 31<sup>st</sup> of the calendar year of the bid.

id

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

**TO:** Gilbert Piaquadio, Town Supervisor & Town Board  
**FROM:** James W. Osborne, Town Engineer *JWO*  
**DATE:** January 26, 2017  
**RE:** SEWER DEPT. – TRAILER MOUNTED SEWER JETTER

---

I am requesting approval of the following proposed bid schedule to purchase a new Trailer Mounted Sewer Jetter:

Advertise for Bids	Friday, Feb. 17, 2017 (Sentinel) Wednesday, Feb. 22, 2017 (MHT)
Open Bids	Thursday, March 16, 2017 (2:00 PM)
Award Purchase	Monday, March 27, 2017

Funds for this purchase have been set aside in a capital project. As this requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

cc: J. Guido, S. Grogan, Sewer Dept.  
R. Clum, Accountant

11E

TOWN OF NEWBURGH  
TOWN ENGINEER

MEMORANDUM

TO: Gil Piaquadio, Town Supervisor & Town Board  
FROM: James W. Osborne, Town Engineer *JWO*  
DATE: January 30, 2017  
RE: W \ STEWART AIRPORT WATER STORAGE TANK

---

I am requesting approval for the attached Change Order to the contract for the Rehabilitation of the 1.8 MG Stewart Airport Water Storage Tank. This Change Order includes the plate repair and pit repairs at the unit prices previously approved by the Town Board (July 18, 2016), and is a net increase in the contract price of \$143,725.

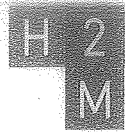
As the above requires Town Board action, I am requesting that this item be placed on the next available agenda for approval. If you have any questions or comments, I am available to discuss them with you.

JWO/id

Attachment

cc: R. Clum, Accountant

TOWN OF NEWBURGH



REHABILITATION OF THE STEWART AIRPORT 1.8 MG WATER STORAGE TANK  
H2M PROJECT NO.: NEWB 14-01

CHANGE ORDER NO. 1

January 9, 2017

**Owner:** Town of Newburgh  
1496 Route 300  
Newburgh, New York 12550  
Contact: James W. Osborne, P.E.

**Contractor:** **AMSTAR of Western New York**  
825 Rein Road  
Cheektowaga, NY 14225  
Contact: Bruce Cozad

**Engineer:** **H2M architects + engineers**  
538 Broad Hollow Road  
4th Floor East  
Melville, New York 11747  
Contact: Tony Trombino (631) 756-8000, ext. 1482

**ITEM A: INSTALLATION OF INTERIOR REPAIR PLATES**

**DESCRIPTION OF CHANGE:**

Installation of interior repair plates at deteriorated areas, including all welding, surface preparation and painting with a unit price of \$350.00/sq. ft. for a total of 600 sq. ft.

**COST OF CHANGE:**

INCREASE \$210,000.00

**ITEM B: DEEP PIT WELDING**

**DESCRIPTION OF CHANGE:**

Deep pit welding repairs at all deteriorated areas, including all grinding smooth and repainting of all areas. Deep pit welding can be performed at a unit price of \$25.00/pit for a total of 225 pits.

**COST OF CHANGE:**

INCREASE \$5,625.00

**ITEM C: PIT FILLER**

**DESCRIPTION OF CHANGE:**

Credit for unused amount of original **Line Item 9 – Pit Filler**

**COST OF CHANGE:**

DECREASE (\$11,400.00)





**ITEM D: SEAM SEALER**

**DESCRIPTION OF CHANGE:**

Credit for unused amount of original Line Item 10 – Seam Sealer

**COST OF CHANGE:**

DECREASE (\$27,000.00)

**ITEM E: CASH ALLOWANCE**

**DESCRIPTION OF CHANGE:**

Credit for unused amount of original Line Item 30 – Cash Allowances

**COST OF CHANGE:**

DECREASE (\$30,000.00)

**ITEM F: NEW 4"X4" REPAIR PLATES**

**DESCRIPTION OF CHANGE:**

Credit for unused amount of original Line Item 31 – New 4"x4" Repair Plates (Contingency)

**COST OF CHANGE:**

DECREASE (\$1,500.00)

**ITEM G: NEW 8"X8" REPAIR PLATES**

**DESCRIPTION OF CHANGE:**

Credit for unused amount of original Line Item 32 – New 8"x8" Repair Plates (Contingency)

**COST OF CHANGE:**

DECREASE (\$2,000.00)

Contract Cost Summary

A.	Original Contract Amount:	\$	1,661,000.00
B.	Cost of Change Order No. 1:	\$	143,725.00
C.	Revised Contract Amount:	\$	1,804,725.00

Recommended By:  Date: 1/24/17  
H2M architects + engineers

Accepted By:  Date: 1-17-17  
AMSTAR of Western New York

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
Town of Newburgh

DRAFT

At a meeting of the Town Board of the Town of Newburgh, held at the Town Hall, 1496 Route 300, in the Town of Newburgh, Orange County, New York on the \_\_\_th day of February, 2017 at 7:00 o'clock p.m.

11F

PRESENT:

- Gilbert J. Piaquadio, Supervisor
- Elizabeth J. Greene, Councilwoman
- Paul I. Ruggiero, Councilman
- James E. Presutti, Councilman
- Scott M. Manley, Councilman

RESOLUTION OF TOWN BOARD  
 AUTHORIZING EXPENDITURE  
 OF CAPITAL RESERVE FUND  
 MONIES OF THE CROSSROADS  
 CONSOLIDATED SEWER DISTRICT  
 FOR MEADOW HILL SOUTH SEWER  
 REHABILITATION PROJECT  
 SUBJECT TO PERMISSIVE REFERENDUM

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

**WHEREAS**, the Town Board of the Town of Newburgh pursuant to Section 6-c of the General Municipal Law of New York State heretofore established a capital reserve fund for (a) the financing of all or part of the cost of construction, reconstruction (including inflow and infiltration) of the sewer lines, acquisition of a specific capital improvement or acquisition of a specific item or specific items of equipment and (b) the construction, reconstruction (including inflow and infiltration) for acquisition of a type of capital improvement or the acquisition of a type of capital improvement of the former Meadow Hill South Sewer District; and

**WHEREAS**, the Meadow Hill South Sewer District was consolidated with seven (7) other sewer districts of the Town of Newburgh pursuant to Article 17A of the General Municipal Law into the Crossroads Consolidated Sewer District and the Joint Consolidation Agreement provides that real and personal property currently owned by each of the sewer districts will become the property of the Consolidated Crossroads Sewer District; and

**WHEREAS**, the Meadow Hill South Sewer Rehabilitation Project is a capital project of the Crossroads Consolidated Sewer District which provides for the reconstruction (including remediation of inflow and infiltration) of sewer lines and their appurtenances in the Meadow Hill South area of the Crossroads Consolidated Sewer District; and

**WHEREAS**, the Town Board desires to authorize the expenditure of the entire balance of said capital reserve fund, to wit: ONE HUNDRED SEVENTY TWO THOUSAND FOUR HUNDRED NINETY SEVENT AND 88/100 DOLLARS (\$172,497.88) plus accrued interest up to the time of transfer of the Crossroads Consolidated Sewer District to finance the Meadow Hill South Sewer Rehabilitation Sewer Project

NOW, THEREFORE, BE IT RESOLVED, an expenditure of the sum of ONE HUNDRED SEVENTY TWO THOUSAND FOUR HUNDRED NINETY SEVENT AND 88/100 DOLLARS (\$172,497.88) plus accrued interest up to the time of transfer is hereby reauthorized from the Capital Reserve Fund of the Crossroads Consolidated Sewer District, previously established for the purposes of the Meadow Hill South Sewer District set forth above, for financing the Meadow Hill South Sewer Rehabilitation Project; and

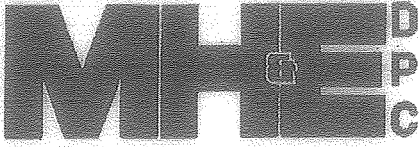
BE IT FURTHER RESOLVED, that the foregoing Resolution is adopted subject to permissive referendum, pursuant to General Municipal Law §6-c, and shall not be effective unless either no petition is filed on or before 30 days after the date of adoption of the Resolution, or the Resolution is approved by the affirmative vote of majority of the qualified electors of the Town of Newburgh Crossroads Consolidated Sewer District voting on approval of the Resolution; and

BE IT FURTHER RESOLVED, that the Town Clerk shall cause notice of the adoption of this resolution to be published in the official newspapers of the Town and posted on the signboard maintained by the Town Clerk in accordance with the requirements of law.

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

<u>Elizabeth J. Greene, Councilwoman</u>	<u>voting</u>
<u>Paul I. Ruggiero, Councilman</u>	<u>voting</u>
<u>James E. Presutti, Councilman</u>	<u>voting</u>
<u>Scott M. Manley, Councilman</u>	<u>voting</u>
<u>Gilbert J. Piaquadio, Supervisor</u>	<u>voting</u>

The resolution was thereupon declared duly adopted.



**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)  
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)  
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)  
MATTHEW J. SICKLER, P.E. (NY & PA)  
PATRICK J. HINES

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Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

2 February 2017

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

**ATTENTION: JAMES OSBORNE, P.E., TOWN ENGINEER**


**SUBJECT: GOLD'S GYM (15-16)  
STORMWATER & LANDSCAPE SECURITY**

Dear Jim:

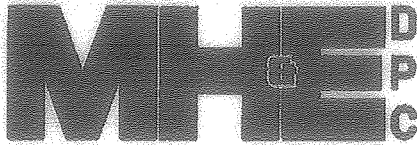
This office has received a request from the project sponsor for a release of the stormwater and landscape securities for the subject project. A total of \$93,652.00 was collected for combined Landscaping and Stormwater Securities on the site. It is noted that the landscaping on this site as well as a 4 foot high chain link fence were added to the plans and the cost estimate by the Applicant after conversations with neighboring property owners. To date the stormwater improvements have been substantially completed in compliance with the approved plans. The landscaping trees have been installed. The 4 foot high chain link fence identified as 265 lineal feet of 4 foot high chain link fence has not been installed. The cost for the chain link fence was estimated at \$4,250.00. This cost was not included in the original bond estimates of \$93,652.00. It is recommended that the Town Board release the original bond amount retaining 1.5 times \$4250.00 or \$6,375.00.

Based on the above this office takes no exception to the Town reducing existing cash security from \$93,652.00 to \$6,375.00.

Respectfully Submitted,

  
Patrick J. Hines  
Principal

cc: Gilbert Piquadio, Town Supervisor  
Mark Taylor, Town Attorney  
John Ewasutyn, Planning Board Chairman  
Mary Murphy, Gold's Gym



**McGOEY, HAUSER and EDSALL  
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Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

10 February 2017

Town of Newburgh  
1496 Route 300  
Newburgh, NY 12550

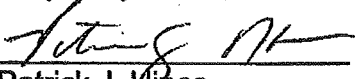
**ATTENTION: JAMES OSBORNE, TOWN ENGINEER**  
**SUBJECT: AFFORDABLE LIMOUSINE (2004-39)**  
**LANDSCAPE SECURITY RELEASE**

Dear Mr. Osborne:

This office has received a request from Joseph Saffioti, Esq. the owner of the subject project requesting release of certain securities held by the Town for the Affordable Limousine site plan. Mr. Saffioti advises that cash securities in the amount of \$7,115.00 were posted for landscaping improvements at the site. It appears upon further review security was to cover landscaping (\$5,115.00) as well as the landscape inspection fee of \$2,000.00.

Based on the amount of time that has passed since construction of the site (approximately 12 Years) this office takes no exception to the releasing of the landscape security and balance of the inspection fee less costs recently incurred by this office to review the site. This office is not aware of any outstanding landscaping or stormwater management issues on the project.

Very Truly Yours,

  
Patrick J. Hines  
Principal

Cc: Gilbert J. Piaquadio, Supervisor  
Mark C. Taylor, Esq., Town Attorney  
Gerald Canfield, Code Enforcement Supervisor  
John P. Ewasutyn, Planning Board Chairman

PJH/kbw i:\town of newburgh pb\2017 correspondence\2-10-17 osborne-affordable limo.doc

• Regional Office • 111 Wheatfield Drive • Suite 1 • Milford, Pennsylvania 18337 • 570-296-2765 •

**ACEC** Member

LAW OFFICES  
**SAFFIOTI & ANDERSON**

5031 ROUTE 9W  
AT INTERSTATE 84  
NEWBURGH, NEW YORK 12550

(845) 562-3500  
FAX (845) 562-3117  
FAX SERVICE NOT ACCEPTED

*Done*

FEB 10 '17

JOSEPH M. SAFFIOTI

MICHELLE ANDERSON

HON. PETER C. PATSALOS  
1929-2015

*Via Email*

January 13, 2017

Mark Taylor, Esq.  
Rider, Weiner & Frankel, P.C.  
PO Box 2280  
Newburgh, NY 12550

RE: Rte. 9W Associates of Newburgh – Cash Bond  
Property Address: 5450 Rte. 9W, Newburgh, NY

Dear Mr. Taylor:

I am writing to you on behalf of this firms' client, Rte. 9W Associates of Newburgh concerning a cash security bond deposited with the Town of Newburgh in March of 2006. The original cash bond amount was \$7,115.00.

My client advises that after repeated attempts he has been unable to obtain the return of his cash security from the Town of Newburgh.

Accordingly, I hereby demand that my clients' cash security in the amount of \$7,115.00 be returned immediately.

Kindly forward a check payable to my client directly to me at your earliest convenience.