

**AGENDA**

REGULAR MEETING ON AUGUST 25, 2022

3:00 P.M. AT OAKDALE, NEW YORK

PUBLIC COMMENT

PUBLIC SESSION

PRESENTATION

1. System & Conservation Update- Michael O'Connell, Director of Production Control
2. Strategic Business Plan 2030 Update- Dan Dubois, Director of External Affairs

MINUTES FOR APPROVAL

1. Regular Meeting – July 28, 2022
2. Special Meeting- August 4, 2022

CONTRACTS – RECIND

- 3a. Contract 7722B – Towing service for SCWA vehicles (eastern region);as awarded to Universal Heavy Equipment & Truck Repair, to be rescinded for failure to comply with insurance requirements.

CONTRACT – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT

**Items 4a through 4b on agenda approved with one resolution on motion made by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and unanimously carried.**

- 4a. Contract 7627A- Materials, labor and equipment required for the maintenance of point of use household drinking water treatment systems at Browns Hills Estates, Orient Point, New York from August 1, 2022 to October 31, 2022 as awarded to Water Dynamics Corp. of Mattituck, New York.
- 4b. Contract 7709 – Furnish and deliver butterfly valves and operator replacement pumps from October 1, 2022 to September 30, 2022 as awarded to Raritan Valve & Automation, Inc. of New Brunswick, New Jersey.

CONTRACTS – AWARD/REJECT

- 5a. Contract 7869- Construction of a 20"x 10" – diameter well (No. 1A) approximately 340 feet deep, to be located at the Mayfair Drive Well Field, Cold Spring Harbor, Town of Huntington, New York.
- 5b. Contract 7873- Installation of (AOP) water treatment systems at the Broadway well field and pump station.

- 5c. Contract 7874- Furnishing of courier services from November 1, 2022 to October 31, 2023.
- 5d. Contract 7875- Furnish and deliver PLC and various electrical control equipment from October 1, 2022 to September 30, 2022.
- 5e. Contract 7877- Miscellaneous minor construction and/or repairs at various SCWA structures from October 1, 2022 to September 30, 2023.
- 5f. Contract 7878- Furnishing and delivery of lime slurry tanks from October 1, 2022 to September 30, 2023.
- 5g. Contract 7879- Furnish & Delivery of Cement Lined Ductile Iron Pipe (Pushed-On & Flanged) & PVC Pipe

## GENERAL

### 6. Budget/ Finance

- a) Budget Amendment #1 F/Y/E May 31, 2023 Budget transfer request from Engineering and Production Control. Request to decrease item 050 (tank construction) in the amount of \$1,210,000 and increase item 055 (treatment facilities) in the amount of \$1,210,000; and decrease item 050 (tank construction) in the amount of \$1,100,000 and increase item 070 (replacement of pump station infrastructure) in the amount of \$1,100,00.
- b) Year End Review- May 31, 2022- approve the following:
  - i) Audited Financial Statements for the year ending May 31, 2022, subject to KPMG's final review of the GASB 68 report, and that the Statements be forwarded to the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authority Budget Office, and other applicable state and local agencies;
  - ii) Annual Investment Report including investment policy in draft including Audited Investment Statements for the year ending May 31, 2022, subject to KPMG's final review of the GASB 68 report, and that the Statements be forwarded to the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authorities Budget Office, and other applicable state and local agencies; and
  - iii) Annual PARIS Report, subject to KPMG's final review of the GASB 68 report, and that the Report be submitted electronically to the New York State Authority Budget Office.

7. Equipment

- a) Purchase of IR Heater Elements- approval to purchase three hundred and twenty-five replacement quartz lamps for the infrared heaters at the pump stations at a cost not to exceed Twenty Thousand Dollars (\$20,000) from Fannon Products LLC.
- b) Service Agreement for Hach Peroxide Analyzers- approving a service agreement with Hach, of Loveland, Colorado, allowing the Engineering Department to learn to set up, calibrate, and operate the analyzer systems used to measure the level of hydrogen peroxide being injected into the water. The cost of the service agreement for five analyzers at three AOP sites (Flower Hill Road, Hollywood Place, Mc Kay Road) is Twenty-One Thousand, Nine Hundred Sixty-Five Dollars and sixty-five cents (\$21,965.65).
- c) Maintenance and Calibration Services for Laboratory Autoclaves- approval for a three year period, for the quarterly inspection including adjustments, lubrication and the labor involved in the repairing of the equipment of two autoclaves by Buxton USA of Lindenhurst, New York for a total cost of Seven Thousand, Seven Hundred Thirty-Four Dollars and ninety-four cents (\$7,734.94) per year.
- d) Repair of Oakview Highway Standby Generator – approval for Power Pro to repair the standby generator at the Oakview Highway pump station including repair parts and installation, for a total cost of Seven Thousand, Two Hundred and One Dollars (\$7,201.00).

8. DEC

- a) North Country Road Well No. 1A, Deepening and Upgrade Authorized capacity Miller Place, Town of Brookhaven

9. Special Services

- a) RFP 1583 -Business and Commercial Water Conservation Consultation Services with H2M Architects & Engineers, of Melville, New York for a term of one year in the amount of One Hundred and Five Thousand, Six Hundred and Thirty Dollars (\$105,630.00).

10. Water Supply System

- a) Change Order for Plumbing Work at Oak Beach Water System Project, Town of Babylon – to approve SCWA to directly contract with WHM of Setauket, New York, to complete the concrete walls and slabs to prevent project delays. The total cost of the change order is Seventeen Thousand, Seven Hundred and Twenty-Four Dollars and forty-five cents (\$17,724.45).
- b) Cooperative Agreement with the Water Authority of North Shore- approve a cooperative agreement between the Water Authority of the North Shore and the Suffolk County Water Authority. The agreement would allow Authority

personnel to advise and function on behalf of WANS to assist them in daily operations.

- c) South River Road Water Main Project Commitment to Budget- approve submission of a grant applications to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, the extension of 21,000 feet of water main to the vicinity of South River Road in Calverton. The project will connect 98 homes to the SCWA system.
- d) Old Country Road Westhampton Water Main Extension Project- approve submission of a grant applications to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, the extension of 7,500 linear feet of water main to the vicinity of Old Country Road in Westhampton. The project will connect 98 homes to the SCWA system.
- e) Speonk Connection Project Commitment to Budget - approve submission of a grant applications to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, for water main surcharges, service lines, taps, vaults, and surcharges for approximately 69 homes. The project will connect 98 homes to the SCWA system.
- f) Oak Beach Connection Project Commitment to Budget- approve submission of a grant applications to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, service lines for approximately 56 homes. The project will connect 56 homes to the SCWA system.

#### 11. Property- SEQRA

- a) Advanced Oxidation Process Treatment – Jennings Road, Lloyd Harbor – declare installation of AOP system at a well at the Jennings Road wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- b) Advanced Oxidation Process Treatment – Wicks Path, South Commack – declare installation of AOP system at a well at the Wicks Path wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- c) Advanced Oxidation Process Treatment – Wheeler Road, Hauppauge – declare installation of AOP system at a well at the Wheeler Road wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- d) Advanced Oxidation Process Treatment – South Spur Drive, East Northport – declare installation of AOP system at a well at the South Spur Drive wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- e) Advanced Oxidation Process Treatment – Oxhead Road, Stony Brook – declare installation of AOP system at a well at the Oxhead Road wellfield and

pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.

- f) Advanced Oxidation Process Treatment – North Washington Avenue, Centereach – declare installation of AOP system at a well at the North Washington Avenue wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- g) Advanced Oxidation Process Treatment – Montauk Point State Boulevard, Montauk – declare installation of AOP systems at a well at the Montauk Point State Boulevard wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- h) Advanced Oxidation Process Treatment – Mill Lane, Huntington Harbor – declare installation of AOP system at a well at the Mill Lane wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- i) Advanced Oxidation Process Treatment – Kings Park Road, Commack – declare installation of AOP system at a well at the Kings Park Road wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- j). Advanced Oxidation Process Treatment – Horseblock Road, Farmingville – declare installation of AOP system at a well at the Horseblock Road wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- k) Advanced Oxidation Process Treatment – Hawkins Road, Centereach – declare installation of AOP system at a well at the Hawkins Road wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- l) Advanced Oxidation Process Treatment – Cornell Drive, Smithtown – declare installation of AOP system at a well at the Cornell Drive wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.
- m) Advanced Oxidation Process Treatment – Albany Avenue, North Amityville – there is a well at the Albany Avenue wellfield and pumpstation that currently requires treatment and SCWA proposes installing AOP treatment on it.
- n) Advanced Oxidation Process Treatment – Ruth Boulevard, Commack – declare installation of AOP systems at a well at the Ruth Boulevard wellfield and pumpstation as SEQRA Type II action, declare funding plan for system, and authorized submission of grant request to EFC.

## 12. Rules & Regulations

- a) Wasted Water Credit Approval- Cassia Meiguo Properties, LLC- approval of a wasted water credit in the amount of Eight Thousand, One Hundred, Ninety One

Dollars and twenty five cents (\$8,191.25) for property located at 79 Daniels Lane, Sagaponack, registered to Cassia Meiguo Properties, LLC.

13. Meetings/ Trainings/ Memberships

- a). IFMA World Workplace Conference & Expo Attendance – approve the attendance of Jeffrey Kleinman, Director of General Services; and Hannah Pell, Facilities Manager to attend the IFMA World Workplace Conference, pre-conference workshops, and expo from September 25<sup>th</sup> through September 30<sup>th</sup>, 2022 in Nashville, Tennessee for a total estimated cost of Six Thousand, Seven Hundred and Twenty Four Dollars (\$6,724.00).
- b). Northeast Arc Users Group (NEARC) Conference- approve the attendance of Tyrand Fuller, Director of Strategic Initiatives; and Brad Feldman, Senior GIS Analyst, to attend the Northeast Arc Users Group (NEARC) Conference from November 6<sup>th</sup> to November 9<sup>th</sup>, 2022 in Bretton Woods, New Hampshire for a total estimated cost of Two Thousand, Seven Hundred and Fifty Dollars (\$2,750.00).
- c). Edwin C. Tiff Water Supply Symposium – approve the attendance of Joseph Pokorny, Deputy Chief Executive Office for Operations; Tyrand Fuller, Director of Strategic Initiatives; Timothy Hopkins, Chief Legal Officer; Alex Rodack, Associate Mechanical Engineer; Doug Brown, Engineering Inspector; and Scott Blom, Associate Civil Engineer to attend the American Water Works Association Edwin C. Tiff Water Supply Symposium from September 14<sup>th</sup> to September 15<sup>th</sup> in Syracuse, New York do an estimated cost of Seven Hundred and Ninety Three Dollars (\$793.00) per person attending.
- d). Association of Metropolitan Water Agencies Executive Management Conference – approve the attendance of Jeffrey Szabo, Chief Executive Officer to attend the Association of Metropolitan Water Agencies Executive Management Conference from October 30<sup>th</sup> to November 3<sup>rd</sup>, 2022 in Savannah, Georgia for an estimated cost of Two Thousand, Four Hundred and Eight Five Dollars and sixty one cents (\$2,485.61).

INVOICES - To be paid from the Operating Fund:

14a.	<u>Bond, Schoeneck &amp; King PLLC</u>	\$ 2,859.00
14b.	<u>Dvirka &amp; Bartilucci</u>	4,860.50
14c.	<u>Heslin Rothenberg Farley &amp; Mesiti P.C</u>	521.60
14d.	<u>Milber Makris Plousadis &amp; seiden, LLP</u>	4,290.00

15. Advertising Payments

- a). Billboard Advertising- Water Alert – approve the payment of Four Thousand, Seven Hundred and Fifty Dollars (\$4,750.00) to Vector Media Holding Corp. of New York, New York for billboard advertising of water conservation messaging in Hampton Bays.

EXECUTIVE SESSION

UNION POSITION

NON-UNION POSITIONS

NEXT MEETING – Scheduled for Thursday, September 29<sup>th</sup>, at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

REGULAR MEETING  
SUFFOLK COUNTY WATER AUTHORITY

July 28, 2022

Oakdale, New York

Present: Patrick Halpin, Chairman  
Tim Bishop, Member  
Elizabeth Mercado, Member  
Jacqueline Gordon, Member  
Charles Lefkowitz, Member

Jeffrey W. Szabo, Chief Executive Officer

The meeting was also attended by Counsel T. Hopkins, B. Malik, and J. Milazzo and by Messrs., Bova, Byrnes, Cecchetto, Dubois, Durk, Finello, Fuller, Galante, Given, Jones, Kilcommons, Kleinman, Litka, Marafino, McDowell, Motz, Pokorny, Reinfrank, Schneider, Seevers, Swain, Warner, and by Mmes. Beedenbender, Berberich, Cameron, Hann, Hannan, Mancuso, Pfeuffer, Simson, and Tinsley.

B. Yatauro, President of Local 393 and Theodore Aponte, Austin Barth, and Nancy Mahmoud were in attendance.

Booklets containing detailed information for all Agenda items were distributed to each member, Executive Staff, and Counsel to the Authority.

At 11:05am, the Chairman called the meeting to order. Ms. Mancuso was asked to do a roll call of members for attendance. All members present, with Ms. Mercado arriving at 11:09am.

Mr. Halpin asked Ms. Pfeuffer if anyone from the public wished to address the board, she advised there were none.

Mr. Szabo asked Ms. Tinsley, Deputy CEO for Customer Service and Chief Diversity & Equity Officer, to please give the board a brief update on collection efforts. Ms. Tinsley advised as of June 30<sup>th</sup>, the moratorium was lifted, and we are in the process of proceeding with collections for those customers that owe Five Hundred Dollars (\$500.00) or more. Fifteen thousand letters were sent out advising customers of collection efforts and the possibility of

disconnection in the event of non- payment. Representatives are now going door to door if these letters are not responded to, ensuring customers are aware of the payment options, such as installation payments and LIWAP if they qualify, to avoid being disconnected. Ms. Simson added that before the pandemic, the Authority had about two million dollars past 90 days due- we are currently at fifteen million dollars. Ms. Simson also stated people are trying to take care of their bills, and they are seeing some progress.

Ms. Tinsley added last week we launched our new customer chat feature, indicating there have been 305 chats since the feature was made available. Ms. Gordon asked if we have designated chatters, with Ms. Tinsley responding that for the first day or so, they were, but now the representatives are doing both. Ms. Mercado asked if we had noticed more chats than phone calls to our customer center. Ms. Tinsley replied we received 917 phone calls and 76 chats.

Mr. Szabo asked Mr. Fuller to present to the board regarding the current water demand issues the Authority is facing. He added that pumpage has been down the last few months but this month is very different, and is being carefully monitored by Mr. Pokorny, Mr. Fuller, the Communications team and himself. Mr. Fuller began by saying July is a very busy month and we rely on SCADA monitoring for real time updates of the status of our tanks. We will be encouraging residents to shift timing of watering to help. Mr. Bishop asked, being a Southampton Village resident, how will I know about the alert. Mr. Fuller advised we are utilizing text, e-mail, and phone options to inform customers. Mr. Bishop asked about the enforcement options. Mr. Szabo responded we intend to send out customer service representatives to get readings to see if there is an effective response; create targeted messages to the customer or property manager; highlighting the need for education and understanding to change these habits. Mr. Halpin added the need to instill a sense of urgency in the messaging, and to express the risk to residents if there was a fire and there was not enough water supply available to our first responders. Ms. Gordon suggested sharing this same presentation with the Southampton Village Board. Mr. Halpin added the suggestion of using even/odd days for watering. Mr. Bishop suggested speaking to the Village Manager as well as the Mayor.

Mr. Halpin then presented the minutes of the regular meeting of June 23, 2022, for approval. On a motion made by Mr. Bishop, duly seconded by Ms. Mercado, and unanimously carried, the minutes of the regular meeting held on June 23, 2022, were approved.

Mr. Szabo referred to a contract from last month's meeting, to be rescinded and awarded to a different vendor due to insurance compliance issues.

(199-07-2022) RESOLVED, to rescind the award of Contract 7855 for maintenance of heating, ventilation and air conditioning equipment at various Authority sites from July 1, 2022 through June 30, 2023 from KS Mechanical Services of Bohemia, New York; due to failure to provide required insurance requirements.

On a motion made by Mr. Lefkowitz, duly seconded by Mr. Bishop and unanimously carried, it was

(200-07-2022) RESOLVED, To award Contract 7855 for maintenance of heating, ventilation and air conditioning equipment at various Authority sites from July 1, 2022 through June 30, 2023 to Nice N Cool, LLC. of Port Jefferson, New York for One Hundred Sixty-Five Thousand, Five Hundred and Seventy Dollars (\$165,570) be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

Mr. Szabo referred to contracts scheduled to expire shortly, and he was recommended the Authority exercise its option to extend these contracts in accordance with the letters of recommendation. These items were considered on consent and a motion was made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(201-07-2022) RESOLVED, To extend for the period beginning June 1, 2022 through May 31, 2023, Contract 7683 for fire extinguisher maintenance with Professional Fire Service, Inc. of Copiague, New York in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the period beginning September 1, 2022 through August 31, 2023, Contract 7701A to furnish and deliver PLC (programmable logic controller) and various electrical control equipment with Eagle Control Corp. of Yaphank, New York in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the period beginning October 1, 2022 through September 30, 2023, Contracts 7714B and 7714D to furnish and deliver plumbing valves, fittings, pipe and associated supplies with United Pipe Nipple LLC. of Oceanside, New York for Group III & IV; and Central Islip Plumbing Supply Inc. of Central Islip, New York for Group II in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the period beginning September 1, 2022 through August 31, 2023, Contract 7772 for fuel tank sludge removal with AARCO Environmental Services Corp. of Lindenhurst, New York in accordance with the specifications, terms and conditions of the contract.

Mr. Szabo then reviewed Contracts 7851, 7857,7859, 7860, 7861, 7862, 7863, 7865, 7866, 7867, 7868 and 7870. Mr. Szabo recommended that these contracts be awarded/rejected in accordance with the letters of recommendation. On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(202-07-2022) RESOLVED, That the low bid under Contract 7851 for mildew removal at sixteen water storage facilities, elevated tanks, standpipes and reservoirs, submitted by National Wash Authority, d/b/a Mildew Mobile Washers, LLC. of Morrison, Illinois, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Two Hundred Thirty-Nine Thousand, Four Hundred Dollars (\$239,400) be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(203-07-2022) RESOLVED, That the low bid for Zone 1 under Contract 7857 for maintenance of diesel engines in Zone 1 is to T & T Baldwin on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Ninety-One Thousand Dollars (\$91,000); and be it

FURTHER RESOLVED, That the low bid for Zone 2 submitted by Power Pro Service Company, Inc. of Bohemia, New York on the same basis in the estimated total amount of One Hundred and One Thousand, Two Hundred and Thirty-Four Dollars (\$101,234) is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(204-07-2022) RESOLVED, That the low bid for Line Item 1 under Contract 7859 to furnish and deliver underground locating devices for a one-year period beginning July 1, 2022 through June 30, 2022 submitted by Eastcom Associates, of Branchburg, New Jersey on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Twenty Three Thousand, Three Hundred and Seventy Dollars (\$23,370) and be it;

FURTHER RESOLVED, That the low bid for Line Item 3 submitted by Pollardwater of Newport News, Virginia on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of One Thousand Nine Hundred and Ninety-Five Dollars (\$1,995) be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(205-07-2022) RESOLVED, That the low bid under Contract 7860 for painting, minor maintenance, and repairs of elevated tanks, standpipes, reservoirs, and pressure vessels for a

one- year period from September 1, 2022 through August 31, 2023 submitted by Scaturro Bros., Inc. d/b/a Alpine Painting & Sandblasting Contractors of Patterson, New Jersey, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Five Hundred Twenty Six Thousand Two Hundred Fifty Dollars (\$526,250) and be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(206-07-2022) RESOLVED, That the low bid for Items 3, 5-8, 10-14 under Contract 7861 to furnish and deliver PH measuring equipment and pressure transmitters replacement for a one- year period from July 1 2022 through June 30, 2023 submitted by Siemens Industry Inc. of Spring House, Pennsylvania, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Twenty Eight Thousand, Six Hundred and Fifty Four Dollars (\$28,654); and be it;

FURTHER RESOLVED, That the low bid for Items 1, 2, 4 and 9 under Contract 7861 as submitted by Eagle Control Corp. of Yaphank, New York on estimated quantities indicated in the contract documents, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Seventy-Seven Thousand, Seven Hundred Eighty Three Dollars (\$77,783) and be hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

On a motion made by Mr. Lefkowitz, duly seconded by Mr. Bishop and unanimously carried, it was

(207-07-2022) RESOLVED, That the only bid received under contract 7862 to furnish and deliver lime slurry tanks from September 1, 2022 through August 31, 2023 submitted by Fred Burack Co., Inc. of Rye, New York be and hereby is rejected; this contract will be re-bid in the future.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(208-07-2022) RESOLVED, That the low bid under Contract 7863 to furnish and deliver six (6) new emergency standby generators submitted PowerPro Service Company, Inc. of Bohemia, New York, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of One Million Five Hundred and Twenty-Two Thousand Dollars (\$1,522,000) be and hereby is accepted; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(209-07-2022) RESOLVED, That the only bid under Contract 7865 to furnish and deliver seamless copper tubing type "K" for a one- year period from August 1, 2022 through July 31, 2023 submitted by Ferguson Waterworks of Medford, New York, on a discount percentage basis

of 57.5%, be and hereby is accepted; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(210-07-2022) RESOLVED, That the low bid for line items 1,7,9,10,12-16, 21-24, and 34 under Contract 7866 to furnish and deliver stainless steel repair clamps and stainless steel and bell joint leak clamps for a one- year period from July 1, 2022 through June 31, 2023 submitted by Powerseal Pipeline Products of Wichita Falls, Texas, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Sixty Seven Thousand, Seven Hundred Fourteen Dollars (\$67,714) be and hereby is accepted; and be it;

FURTHER RESOLVED, That the low bid for line items 2, 5, 8, 17-20 and 25-26 under Contract 7866 as submitted by T. Mina Supply Inc. of Medford, New York, on the same basis and at an estimated total amount of Four Thousand Seventy-Five Dollars (\$4,075) be and hereby is accepted; and be it;

FURTHER RESOLVED, That the low bid for line items 3, 4, 6, 11, 27, 28, and 35-43 under Contract 7866 as submitted by Smith Blair Inc. of Texarkana, Arkansas on the same basis and at an estimated total amount of Thirty-Three Thousand, Four Hundred Ninety-Two Dollars (\$33,492) be and hereby is accepted; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

On a motion made by Ms. Gordon, duly seconded by Ms. Mercado and unanimously carried, it was

(211-07-2022) RESOLVED, That the low bid for line items 2-6, 16, and 34 under Contract 7867 to furnish and deliver chemical pump parts for a one- year period from August 1, 2022 through July 31, 2023 submitted by GP Jager, Inc. of Boonton, New Jersey, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents and at an estimated total amount of Forty-Eight Thousand, Three Hundred and Four Dollars (\$48,304) be and hereby is accepted; and be it;

FURTHER RESOLVED, That the low bid for Items 29-33 under Contract 7867 submitted by Pumping Services, Inc. of Middlesex, New Jersey, on the same basis and at an estimated total amount of Ninety-One Thousand, Five Hundred Sixty-Nine Dollars (\$91,569) be and hereby is accepted; and be it;

FURTHER RESOLVED, That the low bid for Items 1,7,17,21-28, 35-37, 30,40,42,44,45,47, and 48 under Contract 7867 as submitted by Eagle Control Corp. of Yaphank, New York, on the same basis and at an estimated total amount of Two Hundred Ninety-Three Thousand, Two Hundred Forty-Four Dollars (\$293,244) be and hereby are accepted; and be it

FURTHER RESOLVED, That the Items 1, 7, 17, 21,-28, 35-37, 39, 40, 42, 44, 45, 47, 48 under Contract 7867 will not be awarded; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

July 28, 2022

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(212-07-2022) RESOLVED, That the low bid under Contract 7868 to furnish and deliver soda ash for a one-year period from September 1, 2022 through August 31, 2023 submitted by Independent Chemical of Glendale, New York, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents and at an estimated total amount of Thirty Five Thousand, Five Hundred Dollars (\$35,500) be and hereby is accepted; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(213-07-2022) RESOLVED, That the low bidder under Contract 7870 to furnish and deliver chemical metering pump parts (JESCO) for a one- year period from September 1, 2022 through August 31, 2023 submitted by Eagle Control Corporation of Yaphank, New York, on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents at an estimated total amount of One Hundred Seventy-Two Thousand, Five Hundred Fifty-Nine Dollars (\$172,559) be and hereby is accepted; and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

Mr. Szabo then referenced items listed under Special Services for consideration.

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(214-07-2022) RESOLVED, To extend the agreement under RFP 1521, for automated vehicle location and monitoring system (AVLM) from October 1, 2022 through September 30, 2023 for a third year of the contract with Vehicle Tracking Solutions of Commack, New York.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(215-07-2022) RESOLVED, To extend the agreement under RFP 1523, for work clothing through an electronic ordering system for a 2-month period from September 1, 2022 through October 31, 2022, the contract with Tyndale Enterprises, Inc. of Pipersville, Pennsylvania.

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(216-07-2022) RESOLVED, To extend the contract under RFP 1540, to furnish and deliver flame retardant work clothing through an electronic ordering system, on a month to month basis for 3 months from August 1, 2022 through October 31, 2022 with Tyndale Enterprises, Inc. of Pipersville, Pennsylvania.

On a motion made by Mr. Lefkowitz, duly seconded by Mr. Bishop and unanimously carried, it was

(217-07-2022) RESOLVED, To authorize the award of RFP 1580, for interpersonal skills and professionalism training with Bonfire Training of Indianapolis, Indiana for a total cost of One Hundred Forty Seven Thousand, Four Hundred and Forty Five Dollars (\$147,445); and that that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(218-07-2022) RESOLVED, To approve the payment for emergency repairs of the Technical Services elevator, completed by All-Ways Elevator Inc. for a total cost of Six Thousand, Eight hundred Ninety Four Dollars (\$6,894).

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(219-07-2022) RESOLVED, To approve the installation of a shelving and storage system in the Authority Coram location, to be completed by Abaco Steel Products, Inc. for a total cost not to exceed Sixteen Thousand Dollars (\$16,000).

The Members reviewed requests regarding equipment. After further explanation of details by Mr. Szabo and Mr. Pokorny, Deputy CEO for Operations, these items were approved as follows,

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(220-07-2022) RESOLVED, To approve the purchase of eight hundred 24 x 20x 48" long thermoplastic meter vaults and one hundred and fifty 30" deep x 40" long thermoplastic vaults from Bingham & Taylor of Culpeper, Virginia for a total estimated cost of One Hundred Seventy-Nine Thousand, Seven Hundred Seventy-Two Dollars and fifty cents (\$179,772.50).

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(221-07-2022) RESOLVED, To approve the purchase of two Vehicle Inspection Program (VIP) machines to replace the existing machines in the Oakdale and Westhampton facilities from Opus Inspection for a total estimated cost of Fifteen Thousand, Seven Hundred and Forty-Eight Dollars (\$15,748).

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(222-07-2022) RESOLVED, To approve the purchase of a water purification system from EMD Millipore Corp., of Burlington, Massachusetts for an estimated total cost of Twenty-Three Thousand, Five Hundred Ninety-Seven and 57/100D. (\$23,597.57).

On a motion made by Mr. Lefkowitz, duly seconded by Mr. Bishop and unanimously carried, it was

July 28, 2022

(223-07-2022) RESOLVED, To approve the purchase of ten SCADA CPU boards from Systems Integrated for a total estimated cost of Seven Thousand, Two Hundred and Fifty Dollars (\$7,250).

On a motion made by Mr. Lefkowitz, duly seconded by Mr. Bishop and unanimously carried, it was

(224-07-2022) RESOLVED, To approve the lease of an HP plotter from Toshiba Business Solutions of Melville, New York for a total five-year cost of Twenty-Six Thousand, Two Hundred Forty-Nine and 40/100 Dollars. (\$26,249.40).

Mr. Szabo then recommended for approval four resolutions pertaining to meetings, training, and employee recognition.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(225-07-2022) RESOLVED, To approve the membership fee of One Hundred Seventy-Five Dollars (\$175) to continue membership in NFPA (National Fire Protection Association), of which the Authority has been a member since 2002.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(226-07-2022) RESOLVED, To approve Janice Tinsley, Deputy CEO for Customer Service and Chief Diversity and Equality Officer, and Gina Spaulding, Contact Center Manager to attend the WFFA (Water Customer Care Forum) annual conference from September 13-15, 2022 in San Francisco, California for a total estimated cost of Four Thousand, One Hundred and Sixty Dollars (\$4,160).

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(227-07-2022) RESOLVED, To approve the attendance of Janice Tinsley, Deputy CEO for Customer Service and Chief Diversity and Equity Officer at the AWWA Transformation Synopsis dedicated to Diversity, Equity and Inclusion from August 1-2, 2022 in Cincinnati, Ohio for a total estimated cost of Two Thousand, One Hundred Eighty Dollars (\$2,180).

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(228-07-2022) RESOLVED, To approve the 2022 Service Awards Program to recognize twenty-four employees attaining over twenty years of service to be held at a local restaurant for an estimated cost of Thirteen Thousand Dollars (\$13,000).

Mr. Szabo then explained we had a request for approval for property use.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(229-07-2022) RESOLVED, To approve the request from Dish Wireless, LLC. to lease space on thirty-two Authority sites, for an estimated cost of Five Thousand, Five Hundred Dollars (\$5,500) per site, per month, totaling no less than Two Million, One Hundred and Twelve Thousand Dollars (\$2,112,000) annually.

Mr. Szabo then asked Mr. Cecchetto to explain the purpose behind our next resolution.

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(230-07-2022) RESOLVED, To approve the opening of a new checking account at JP Morgan Chase Bank to issue refund checks to customers and a new savings account at Dime Bank, due to the changing interest rate environment.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(231-07-2022) RESOLVED, To eliminate the following sentence from Section 4 of the Authority Rates, Rules and Regulations "For service installations of 1 ½ "or larger, the Authority will give a fifty (50%) reduction in the cost of said installation if the location of the service line is identified prior to the installation of the new main required for that service."

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(232-07-2022) RESOLVED, To approve Mr. Bishop as Secretary of the Board, as deemed necessary by the retirement of Ms. Devine.

On a motion made by Mr. Bishop, duly seconded by Ms. Gordon and unanimously carried, it was

(233-07-2022) RESOLVED, To approve Mr. Lefkowitz to the Finance Committee, as per the Public Reform Act 2009 requires each committee have not less than three independent members.

Mr. Szabo reviewed the original invoices to be paid from the Operating Fund; and on a motion made by Ms. Mercado, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(234-07-2022) RESOLVED, That the following invoices be paid from the Operating Fund:

<u>Bond, Schoeneck &amp; King PLLC</u>	\$ 9,844.50
<u>H2M Architects &amp; Engineers</u>	15,500.00
<u>Heslin Rothenberg Farley &amp; Mesiti P.C</u>	1,930.00

On a motion made by Ms. Mercado, duly seconded by Mr. Lefkowitz and unanimously carried the Members went into Executive Session to discuss personnel matters at 12:30 p.m.

Mr. Halpin called the meeting back to order at 1:34 p.m. and verified with Ms. Pfeuffer the public was re-entering the meeting.

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(235-07-2022) RESOLVED, To employ Joseph Bardam of Wading River, to the position of Technician I in Water Quality & Lab Services, at an annual salary of Forty-Nine Thousand Sixty-Eight and 45/100 dollars (\$49,068.45) effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Gordon, duly seconded by Ms. Mercado and unanimously carried, it was

(236-07-2022) RESOLVED, To employ Shannon Normoyle of Ridge, to the position of Clerk- Call Center, Coram in Customer Service, at an hourly rate of \$28.34 per hour, for an annual salary of Fifty-Five Thousand, Two Hundred Sixty-Three Dollars (\$55,263); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(237-07-2022) RESOLVED, To employ Bernard Johnson of Brentwood, to the position of Clerk- Call Center, Coram in Customer Service, at an hourly rate of \$36.11 per hour, for an annual salary of Seventy Thousand, Four Hundred Fifteen Dollars (\$70,415); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(238-07-2022) RESOLVED, To employ Anthony LaCava of Nesconset, to the position of Utility Person- Oakdale, in Construction Maintenance, at an hourly rate of \$34.67 per hour, for an annual salary of Seventy-Two Thousand, One Hundred Thirteen and 60/100 dollars (\$72,113.60); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(239-07-2022) RESOLVED, To employ Amadii Owens of Wheatley Heights, to the position of Clerk- Call Center, Coram, in Customer Service, at an hourly rate of \$36.11 per hour, for an

annual salary of Seventy Thousand, Four Hundred Fifteen Dollars (\$70,415); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(240-07-2022) RESOLVED, To employ Johanna Costello of Mount Sinai, to the position of Clerk-Call Center, Coram, in Customer Service, at an hourly rate of \$36.11 per hour, for an annual salary of Seventy Thousand, Four Hundred Fifteen Dollars (\$70,415); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(241-07-2022) RESOLVED, To terminate the employment of Jenny Espinoza, from the position of Bilingual Clerk in Customer Service, in accordance with the memo of the Deputy CEO for Customer Service reviewed during Executive Session.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(242-07-2022) RESOLVED, To employ Michelle Ruiz of Huntington Station, to the position of Worker's Compensation Specialist in Human Resources, at an annual salary of Eighty Thousand (\$80,000); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Mercado, duly seconded by Ms. Gordon and unanimously carried, it was

(243-07-2022) RESOLVED, To transfer Michael Zobel from PC Supervisor, in Production Control, to the position of Project Manager in Engineering.

On a motion made by Ms. Gordon, duly seconded by Mr. Lefkowitz and unanimously carried, it was

(244-07-2022) RESOLVED, To employ Marisa Robins of Selden, to the position of Intern, in the Our Water Our Lives Program in Communications, at an hourly rate of Seventeen Dollars (\$17.00); effective upon successful completion of pre-employment physical and background check.

On a motion made by Mr. Lefkowitz, duly seconded by Ms. Gordon and unanimously carried, it was

(245-07-2022) RESOLVED, To employ Theodore Aponte of West Islip, to the position of Community Outreach Coordinator, in Communications, at an annual salary of Fifty Five Thousand (\$55,000); effective upon successful completion of pre-employment physical and background check.

On a motion made by Ms. Gordon, duly seconded by Ms. Mercado and unanimously carried, it was

(246-07-2022) RESOLVED, To employ Milton Turcios, to the position of Internal Auditor, in Internal Audit, at an annual salary of Seventy Thousand Dollars (\$70,000) effective upon successful completion of pre-employment physical and background check.; .

On a motion made by Ms. Mercado, duly seconded by Mr. Bishop and unanimously carried, it was

(247-07-2022) RESOLVED, To grant a salary increase to Joanne Berberich, Employee Data/Leave Specialist in Human Resources, to an annual salary of Eighty Thousand Dollars (\$80,000).

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(248-07-2022) RESOLVED, To grant a salary increase to Meghan Cameron, in the position of Payroll Manager, in Finance, to an annual salary of One Hundred and Three Thousand Five Hundred Dollars (\$103,500).

The Members scheduled their next regular meeting for Thursday, August 25, 2022 beginning at 3:00pm at the Oakdale Administration Building.

At this time, Mr. Halpin stated that the email box was checked for public comment and there were no comments. No one from the public wished to speak to the Members at this time.

As there was no further business to be considered, on a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, the meeting was adjourned.

---

Tim Bishop, Secretary

SPECIAL MEETING  
SUFFOLK COUNTY WATER AUTHORITY

August 4, 2022

Oakdale, New York

Present: Patrick Halpin, Chairman  
Tim Bishop, Member  
Elizabeth Mercado, Member  
Jacqueline Gordon, Member  
Charles Lefkowitz, Member

Jeffrey W. Szabo, Chief Executive Officer

The meeting was also attended by Messrs. Brady and Mmes. Beedenbender and Pfeuffer.

At 8:19 am Mr. Halpin called the meeting to order and asked Mr. Szabo for an update on the water usage issue. Mr. Szabo advised that members of the Authority staff were out in the field in the early morning hours, taking pictures of those addresses who were watering their property, and documenting with photographs and time stamps. This information is being compiled into a spreadsheet to then contact the customer, either via phone call or door to door personal contact, to implore them to change their watering time. As of last night, we were trending at 512 gallons per minute, which is slightly better than we have in the past several days.

Mr. Halpin asked Mr. Szabo take roll call, and all Members identified as present. Mr. Szabo asked if there is a need to go into Executive session, or if the Members of the Board are satisfied with the information they have been provided. Mr. Halpin asked if any of the information regarding the matter has changed since the discussion during Executive Session at the last board meeting. Mr. Szabo advised there have been no updates. All Members agreed Executive Session was not necessary and the resolution could be presented.

Mr. Szabo confirmed there were no comments from the public, with Mr. Brady stating there was one member of the public in the room, but he did not have his hand raised to speak.

On a motion made by Mr. Bishop, duly seconded by Ms. Mercado and unanimously carried, it was

(249-08-2022) RESOLVED, To increase the salary of Timothy Hopkins, Chief Legal Officer, to Two Hundred Forty-One Thousand Dollars (\$241,000), with such increase effective retroactive to June 1, 2022.

As there was no further business to be considered, on a motion made by Mr. Bishop, duly seconded by Mr. Lefkowitz and unanimously carried, the meeting was adjourned at 8:27 a.m.

-----  
Tim Bishop, Secretary

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 11, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Rescind Award of Contract No. 7722B – Towing Service for SCWA Vehicles  
(Eastern Region)

---

The Transportation Department seeks to rescind the extension of Contract No. 7722B, awarded to Universal Heavy Equipment & Truck Repair, at the March 2022 Board Meeting. The vendor has failed to comply with contract requirements necessary to continue work by discontinuing the required excess liability insurance. The vendor states the cost of insurance does not substantiate the volume of work allotted to them.

This contract was based on demand for service with no estimated monetary amounts and expenditures driven by usage. The extension date was December 1, 2021 to November 30, 2022. In FY22, there was a total expenditure of \$4,003 under the subject contract.

SCWA would seek to utilize services under Suffolk County Contract No. T081518 or obtain competitive, market rate quotes.

Reviewed by:

Jeff Szabo, Chief Executive Officer	/
E. Vassallo, Chief Financial Officer	/
D. Jones, Director of Purchasing	/
D. Mancuso, Chief Human Resources Officer	/
J. Kleinman, Director of General Services	/

Attachments: 1 memo

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 12, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7627A - Materials, Labor and Equipment Required for the Maintenance of Point of Use Household Drinking Water Treatment Systems at Browns Hills Estates, Orient Point, NY - August 1, 2022 to October 31, 2022

---

Water Dynamic Corp., by way of the attached letter, has agreed to extend the subject contract for up to three (3) months beyond the final extension, which terminated on July 31, 2022. The three (3) month extension would be retroactive, August 1, 2022 to October 31, 2022. This extension permits work to be performed until a superseding contract can be finalized and work re-bid.

Original contract award, June 2019, in the total estimated amount of \$10,210.

In fiscal year ending May 31, 2022 (FY22), there have been no expenditures with Water Dynamic Corp. under the subject contract.

Water Dynamics Corp. currently holds no additional contracts.

**Contractor's performance on the above referenced contract is satisfactory.**

We are requesting contract extension for a three-month term as noted above.

Reviewed by:

Jeff Szabo, Chief Executive Officer	/
E. Vassallo, Chief Financial Officer	L
D. Jones, Purchasing Director	/
J. Pokorny, Deputy, CEO Operations	L
T. Kilcommons, Chief Engineer & Director of Research & Engineering	L

Attachments: 1 memo



Office of Financial Services  
Purchasing Department

P.O. Box 38  
Oakdale, New York 11769-0901  
(631) 563-0334  
Fax: (631) 589-5268

August 11, 2022

Water Dynamics Corp.  
8700 Main Road, box 859  
Mattituck, NY 11952

Re: Contract No. 7627A – Material, Labor and Equipment Required for the Maintenance of Point of Use Household Drinking Water Treatment Systems at Browns Hill Estates, Orient Point NY

Extension of Contract – August 1, 2022 to October 31, 2022

Dear Sir / Madam:

The subject contract expired July 31, 2022 (the "Contract"). At this time, SCWA seeks to extend the Contract for a period up to three months on the same terms and pricing as contained in the Contract. SCWA reserves the right to cancel the Contract if extended by giving 10 days written notice that, on or after a date specified, the Contract shall be deemed terminated and cancelled.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by circling yes or no and signing the bottom of this letter and returning a copy to me.

Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to [Dane.Jones@scwa.com](mailto:Dane.Jones@scwa.com).

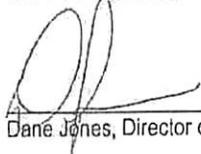
Please respond by August 16, 2022.

NOTE: This letter does not constitute an offer of extension but merely confirms your interest in either extending the contract or terminating same. This letter does not constitute consent by this Department to extend the contract.

If the subject contract contains a Performance Bond or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), evidence of Bond renewal or a new Letter of Credit must be submitted for the new contract term to my office within thirty (30) days from notification that the contract has been extended.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

  
Dane Jones, Director of Purchasing

DJ/jc

[greg@mermaidwatersolution.com](mailto:greg@mermaidwatersolution.com)  
[amanda@mermaidwatersolution.com](mailto:amanda@mermaidwatersolution.com)

Yes, extend /  No, terminate the contract (Circle One)

Water Dynamics Corp.

  
Gregory Nissen, Vice President

Thank You!!

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**  
**INTEROFFICE CORRESPONDENCE**

**DATE:** August 5, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7709 – Furnish & Deliver Butterfly Valves and Operator Replacement Pumps. October 1, 2022 to September 30, 2023

---

Raritan Valve & Automation, Inc., by way of the attached letter, has agreed to extend the subject contract for a third year representing the second of three (3) possible one-year extensions.

Original contract award, July 2020, was in the total estimated amount of \$80,370. In fiscal year ending May 31, 2022 (FY22), they were paid \$64,640.

Raritan Valve & Automation, Inc., holds no additional contracts.

**Contractor's performance on the above referenced contract is satisfactory.**

We are requesting contract extension for the one-year term noted above

Reviewed by:

Jeff Szabo, Chief Executive Officer	/
E. Vassallo, Chief Financial Officer	/
D. Jones, Purchasing Director	/
J. Pokorny, Deputy, CEO Operations	/
M. O'Connell, Director of Production Control	/

Attachments: 1 memo



Office of Financial Services  
Purchasing Department

P.O. Box 38  
Oakdale, New York 11769-0901  
(631) 563-0334  
Fax: (631) 589-5268

July 12, 2022

Raritan Group Inc. DBA Raritan Valve & Automation  
P.O. Box 10120  
New Brunswick, NJ 08906

Re: Contract No. 7709 – Furnish & Deliver Butterfly Valves & Operator Replacement Pumps  
October 1, 2021 to September 30, 2022

Extension of Contract – October 1, 2022 to September 30, 2023

The subject contract expires September 30, 2022. In accordance with section 2.8 of the contract Specifications, this contract may be extended for three (3) years, in one (1) year increments at the same prices, if agreed upon by both parties within sixty (60) days of the expiration of the contract.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by circling yes or no and signing the bottom of this letter and returning a copy to me.

Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, [Dane.Jones@scwa.com](mailto:Dane.Jones@scwa.com).

Please respond by July 26, 2022.

NOTE: This letter does not constitute an offer of extension but merely confirms your interest in either extending the contract or terminating same. This letter does not constitute consent by this Department to extend the contract.

If the subject contract contains a Performance Bond or a Letter of Credit (Letter of Credit Expiration date shall be one-month past the contract expiration date), evidence of Bond renewal or a new Letter of Credit must be submitted for the new contract term to my office within thirty (30) days from notification that the contract has been extended.

Very truly yours,

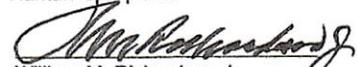
SUFFOLK COUNTY WATER AUTHORITY

  
Dane Jones, Purchasing Director

DJ/jc  
[joel@raritanvalve.com](mailto:joel@raritanvalve.com)

Yes, Extend  No, Terminate the Contract (Circle One)

Raritan Group Inc.

  
William M. Richardson Jr.

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 9, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7869 - Construction of a 20" X 10" - Diameter Well (No. 1A) Approximately 340 Feet Deep, to be located at The Mayfair Drive Well Field, Cold Spring Harbor, Town of Huntington, NY.

---

**Opened:** July 26, 2022 **Published:** June 28, 2022

**No of Bids Received:** 3 **Documents Sent:** 8

**Low Bidder:** Steffen Drilling LLC  
Bid Amount: \$718,000

**Bid Ranges:** \$718,000 to \$770,750

**Recommendation:** Award to Low Bidder as indicated above

**Comments:**

A comparison of the low bid under the subject contract with equivalent work performed by A.C. Schultes under Contract No. 7774 – Church Street Northport to 480 feet deep (\$648,450), which are similar in locations and complexities, indicate an increase of \$69,500 or 10.7 percent.

Steffen Drilling LLC currently holds the Construction of 20"x10" Well, 2A, Commercial Blvd. Well Field Contract No. 7748 awarded February 2021, for \$449,000.

As of June 1, 2022 (FY23), Steffen Drilling LLC has been paid \$243,770 under Contract No. 7748.

The Engineering department has reviewed the bids submitted and recommends the award of this contract to Steffen Drilling LLC.

Reviewed by:

Jeff Szabo, Chief Executive Officer     
E. Vassallo, Chief Financial Officer     
D. Jones, Director of Purchasing     
J. Pokorny, Deputy, CEO Operations     
T. Kilcommons, Chief Engineer & Director of     
Research & Engineering   

Attachments: 1 memo, 1 tabulation & List of Bidders

TABULATION OF BIDS  
 CONTRACT NO. 7869

Mayfair Drive Well No. 1A Cold Spring Harbor, Town of Huntington, NY

Bid Opening, 07/26/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600005893 10 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 Bid Bond 7869 - Mayfair Drive Well No. 1A	600005894 10 102523 LAYNE CHRISTENSEN CO PO BOX 743609 LOS ANGELES CA 90074-3609 Bid Bond 7869 - Mayfair Drive Well No. 1A	600005895 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Bid Bond 7869 - Mayfair Drive Well No. 1A
10 Permanent 20" X 10"-Dia. Well to 340' 1 EA	Total Val.: Unit Price: Rank:	692,200.00 692,200.00 2	683,800.00 683,800.00 1	724,350.00 724,350.00 3
20 Clearing and Grading of Drill Site 1 EA	Total Val.: Unit Price: Rank:	10,000.00 10,000.00 1	12,000.00 12,000.00 2	20,000.00 20,000.00 3
30 Additional Drilling and Backfilling 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00 2	3,000.00 300.00 3	250.00 25.00 1
40 Change in Depth of Permanent Well 10 FT	Total Val.: Unit Price: Rank:	200.00 20.00 1	1,700.00 170.00 3	1,500.00 150.00 2
50 Change in Quantity of Well Screen 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00 1	1,250.00 125.00 2	2,500.00 250.00 3
60 Well Development by Surging 1 EA	Total Val.: Unit Price: Rank:	500.00 500.00 1	500.00 500.00 1	1,500.00 1,500.00 3
70 Well Dev. Simultaneous Surging/Pumping 1 EA	Total Val.: Unit Price: Rank:	1,000.00 1,000.00 1	11,000.00 11,000.00 3	1,500.00 1,500.00 2
80 Well Dev. by Air Impulse Technology 3 DAY	Total Val.: Unit Price: Rank:	6,000.00 2,000.00 2	1,500.00 500.00 1	10,500.00 3,500.00 3
90 Added or Deducted Test Pumping 50.0 HR	Total Val.: Unit Price: Rank:	2,500.00 50.00 1	2,750.00 55.00 2	5,000.00 100.00 3
100 Obtaining Cored Samples, Etc.	Total Val.: Unit Price:	2,600.00 200.00	949.00 73.00	650.00 50.00

TABULATION OF BIDS  
 CONTRACT NO. 7869

Mayfair Drive Well No. 1A Cold Spring Harbor, Town of Huntington, NY

Bid Opening, 07/26/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600005893 10 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 Bid Bond 7869 - Mayfair Drive Well No. 1A	600005894 10 102523 LAYNE CHRISTENSEN CO PO BOX 743609 LOS ANGELES CA 90074-3609 Bid Bond 7869 - Mayfair Drive Well No. 1A	600005895 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Bid Bond 7869 - Mayfair Drive Well No. 1A
13 EA	Rank:	3	2	1
110 Chemical Treatment 1 EA	Total Val.: Unit Price: Rank:	2,000.00 2,000.00 1	2,000.00 2,000.00 1	3,000.00 3,000.00 3
Total Services	Val.: Rank:	718,000.00 1 16,700.00	720,449.00 2 687,800.00	770,750.00 3 900.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 07/26/2022  
 for 7869 - Mayfair Drive Well No. 1A, 11:00 AM, prevailing time, Oakdale, New York

\_\_\_\_\_  
 Dane Jones, Purchasing Director

**DOCUMENTS TO:**

A.C. Schultes, Inc.  
Delta Well & Pump Co., Inc.  
Eagle Control Corp.  
G.A. Fleet Associates  
Layne Christensen Co.  
Peconic Well & Pump  
Pencol Contracting Corp.  
Steffen Drilling, LLC

**Represented at Opening of Bids by:**

D. Jones, SCWA  
S. Blevins, SCWA  
C. Congiusta, SCWA  
Donald, Layne Christensen, Virtual

**Addresses:**

A.C. Schultes, Inc.  
664 S. Evergreen Avenue  
Woodbury Heights, NJ 08097  
Attn: August C. Schultes, IV  
856-845-5656  
856-845-1335 – FX  
609-970-1093 - Cell  
[gusiv@acschultes.com](mailto:gusiv@acschultes.com)

Delta Well & Pump Co., Inc.  
97 Union Avenue  
Ronkonkoma, NY 11779  
Attn: Christopher M. Okon  
631-981-2255  
631-981-2369 – FX  
[delta@deltawell.com](mailto:delta@deltawell.com)  
[chris@deltawell.com](mailto:chris@deltawell.com)

Eagle Control Corp.  
23 Old Dock Road  
Yaphank, NY 11980  
Attn: Stacie Pominski  
631-924-1315  
631-924-1012 – FX  
[spominski@eaglecontrol.com](mailto:spominski@eaglecontrol.com)

G.A. Fleet Associates  
55 Calvert Street  
Harrison, NY 10528  
[ddecastro@gafleet.com](mailto:ddecastro@gafleet.com)  
[cakman@gafleet.com](mailto:cakman@gafleet.com)

Layne Christensen Co.  
1126 Lincoln Avenue  
Holbrook, NY 11741  
Attn: Bob Grecki  
631-218-0749  
631-218-0805 – FX  
[Bob.grecki@layne.com](mailto:Bob.grecki@layne.com)

Peconic Well & Pump  
P.O. Box 1009  
Hampton Bays, NY 11946  
Attn: Brian Schleicher  
631-433-8312 (cell)  
[reverserotary@aol.com](mailto:reverserotary@aol.com)

Pencol Contracting Corp.  
33 E. Merrick Road  
Suite # 2  
Valley Stream, NY 11580  
[Jay@pencol.net](mailto:Jay@pencol.net)

Steffen Drilling, LLC  
P.O. Box 278  
Glassboro, N.J. 08028  
Attn: Francis Steffen  
347-445-7049  
856-417-3654 – FX  
[Francistrum@comcast.net](mailto:Francistrum@comcast.net)



**EXHIBIT D**

**CONTACT INFO**  
**CONTRACT NO. 7801**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Francis G. Steffen	12 woodland Ave Muller Hill NJ 08062
Elizabeth Steffen	12 woodland Ave Muller Hill NJ 08062

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	Steffen Drilling LLC
Signature:	<i>[Signature]</i>
Name:	Francis G. Steffen

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	Steffen Drilling LLC
Business Address of Contractor:	P.O. Box 278 Glassboro, NJ 08028
Contact Person for Contract Follow-Up:	Francis G. Steffen
Business Contact Telephone:	347-445-7049
Cell Number:	347-445-7049
E-Mail Address:	francistrum@comcast.net
Fax Number:	856-417-3654
Federal Employee Identification Number:	272647576
Suffolk County Department of Consumer Affairs License Number (if Applicable)	
Date:	7/26/22

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 11, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7873 - Installation of (AOP) Water Treatment Systems at The Broadway Well Field & Pump Station

---

**Opened:** August 11, 2022 **Published:** July 15, 2022  
**No of Bids Received:** 6 **Documents Sent:** 10

**Bids Received:** K & G Power Systems  
Bid Amount: \$403,000  
  
R.J. Industries, Inc.  
Bid Amount: \$497,700  
  
Philip Ross Industries Inc.  
Bid Amount: \$590,000  
  
Bensin Contracting, Inc.  
Bid Amount: \$665,000  
  
Aventura Construction Corp.  
Bid Amount: \$671,897  
  
Hirsch & Co. LLC  
Bid Amount: \$1,073,000

**Bid Ranges:** \$403,000 to \$1,073,000

**Recommendation:** Reject All Bids

**Comments:**

The Authority received six (6) bids for Contract No. 7873 - Installation of (AOP) Water Treatment Systems at The Broadway Well Field. Two issues occurred with this solicitation which has impacted the recommendation to award the solicitation to the lowest bidder.

The bid for KG Power Systems, received on August 10, 2022, the day before the bid opening, was not included as it was inadvertently left in the locked Purchasing cabinet. As representatives from Aventura, RJ Industries, and Philip Ross Industries were in attendance for the bid opening on August 11, 2022, a Teams meeting was scheduled for August 12, 2022, and these vendors were invited to attend to witness the opening of the bid from KG Power Systems. Only Philip Ross Industries participated in the Teams bid opening of KG Power Systems. KG Power System's bid was the lowest dollar amount of the six (6) bids received.

The proposal submitted by Hirsch & Co. LLC. for \$1,073,000 was incorrect as the cost of \$75,000 submitted for Item #1 – Installation and Commissioning of TWO (2) AOP Water Treatment Systems did not equal the total amount of the contract.

Based on these two issues, the Authority recommends rejecting all bids and the contract rebid.

Reviewed by:

Jeff Szabo, Chief Executive Officer	/
E. Vassallo, Chief Financial Officer	/
D. Jones, Director of Purchasing	/
J. Pokorny, Deputy, CEO Operations	↓
T. Kilcommons, Chief Engineer & Director of Research & Engineering	/

Attachments: 1 memo, 1 tabulation & List of Bidders

Installation of AOP Water Treatment Systems At The Broadway Well Field

Bid Opening, 08/11/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005906 10 104815 Hirsch & Co., LLC 25 NORTH FERRY ROAD SHELTER ISLAND NY 11964 Bid Bond 7873 - Broadway Well Field AOP Systems	6000005899 10 100706 K & G POWER SYSTEMS 150 LASER CT HAUPPAUGE NY 11788 Bid Bond 7873 - Broadway Well Field AOP Systems	6000005900 10 102769 R J INDUSTRIES INC 75 EAST BETHPAGE RD PLAINVIEW NY 11803 Bid Bond 7873 - Broadway Well Field AOP Systems
10 Installation of Two (2) AOP Systems 1 EA	Total Val.: Unit Price: Rank:	75,000.00 75,000.00 1 As Corrected	403,000.00 403,000.00 2	497,700.00 497,700.00 3
Total Services	Val.: Rank:	75,000.00 1 As Corrected 75,000.00	403,000.00 2 0.00	497,700.00 3 0.00

TABULATION OF BIDS  
 CONTRACT NO. 7873

Installation of AOP Water Treatment Systems At The Broadway Well Field

Bid Opening, 08/11/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005901 100612 PHILIP ROSS INDUSTRIES 88 DURYEA ROAD SUITE 204 MELVILLE NY 11747 Bid Bond 7873 - Broadway Well Field AOP Systems	6000005902 10 102907 BENSIN CONTRACTING INC PO BOX 388 HOLTSVILLE NY 11742 Bid Bond 7873 - Broadway Well Field AOP Systems	6000005903 10 101358 AVENTURA CONSTRUCTION SERV LLC 1101 WAVERLY AVE HOLTSVILLE NY 11742 Bid Bond 7873 - Broadway Well Field AOP Systems
Total Services	Val.:	590,000.00	665,000.00	671,897.00
	Rank:	4 0.00	5 0.00	6 0.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/11/2022  
 for 7873 - Broadway Well Field AOP Systems, 11:00 AM, prevailing time, Oakdale, New York

\_\_\_\_\_  
 Dane Jones, Purchasing Director

Documents To:

Atlantic Wells, Inc.  
Aventura Construction Corp.  
Bensin Contracting, Inc.  
Fortunato Sons Contracting  
Hirsch & Co., LLC  
K & G Power Systems  
Philip Ross Industries, Inc.  
R.J. Industries, Inc.  
Xylem / Wedeco  
Bid Reporter  
Construction Information System

Represented at Opening of Bids by:

Dane Jones, SCWA  
Steven Blevins, SCWA  
Vonciel Stewart, SCWA  
J. Costa, SCWA  
Leanne Christensen, Aventura Construction Corp.  
Anthony Dellaratta, R J Industries, Inc.  
Sophia Piraino, Philip Ross Industries, Inc.

Addresses:

Atlantic Wells, Inc.  
58 Fairfields Lane  
Huntington Station, NY 11746  
Attn: Daniel Hawxhurst Jr.  
516-852-5816  
[Dan@atlanticwells.us](mailto:Dan@atlanticwells.us)

Aventura Construction Corp.  
1101 Waverly Avenue  
Holtsville, NY 11742  
Attn: Joseph Arminas  
631-654-0660  
631-654-0990 – FX  
631-327-2111 – Cell  
[sales@aventuracorp.com](mailto:sales@aventuracorp.com)

Bensin Contracting, Inc.  
P.O. Box 388  
Holtsville, NY 11742  
Attn: Sue Sanchez  
631-758-7200  
631-758-7219 – FX  
[sue.sanchez@bensincontracting.com](mailto:sue.sanchez@bensincontracting.com)

Fortunato Sons Contracting  
630 Johnson Avenue  
Bohemia, NY 11716-2618  
Attn: Barney Fortunato  
631-567-7200  
[estimating@ffortunatosons.com](mailto:estimating@ffortunatosons.com)

Hirsch & Co. LLC  
25 North Ferry Road, No. 2012  
Shelter Island, NY 11964  
Attn: Lisa Gilpin  
631-491-4431  
[hirschplumbing@gmail.com](mailto:hirschplumbing@gmail.com)

K&G Power Systems  
150 Laser Court  
Hauppauge, NY 11788  
Attn: Chris Gandolfo  
631-342-1171  
631-342-1172-FX  
516-398-1199 - Cell  
[chrisg@kgpowersystems.com](mailto:chrisg@kgpowersystems.com)

Philip Ross Industries, Inc.  
88 Duryea Road  
Suite 204  
Melville, NY 11747  
Attn: Philip Carlucci  
631-253-3077  
631-253-0180 – FX  
[stephanie@philiprossind.com](mailto:stephanie@philiprossind.com)

R.J. Industries, Inc.  
75 East Bethpage Road  
Plainview, NY 11803  
516-845-9772  
516-454-1759 – FX  
516-315-9108 - Cell  
Attn: William J. Doremus  
[bjd@rjii.net](mailto:bjd@rjii.net)

Xylem / Wedeco  
4828 Parkway Plaza Blvd, Suite 200  
Charlotte, NC 28217  
Attn: Julia Beilsmith  
Regional Sales Manager  
704-504-8872  
954-483-8563 - Cell  
[Julia.Beilsmith@xyleminc.com](mailto:Julia.Beilsmith@xyleminc.com)

Bid Reporter  
P.O. Box 250  
Yonkers, NY 10710  
[kimkmg724@aol.com](mailto:kimkmg724@aol.com)

Construction Information Systems  
170 Kinnelon Road  
Kinnelon, NJ 07405  
[cis@cisleads.com](mailto:cis@cisleads.com)

**BID OPENING 7873 - SIGN IN SHEET**

<p align="center"><b>Contract No. 7873</b></p>	<p align="center"><b>Installation of AOP Water Treatment Systems at Broadway Well Field</b></p>		
<p>Date: 08/11/2022</p>			
<p align="center"><b>Name (please print legibly)</b></p>	<p align="center"><b>Company (please print legibly)</b></p>	<p align="center"><b>Telephone No.</b></p>	<p align="center"><b>Email</b></p>
<p>Leanne Christensen</p>	<p>Aventura Construction</p>	<p><sup>631</sup> 654-0660</p>	<p>sales@aventura corp.com.</p>
<p>Anthony DellaRatta</p>	<p>RJ Industries Inc</p>	<p>516-845-9772</p>	<p>adellaratta@rjii.net</p>
<p>Sophia Diraino</p>	<p>Philip ROSS Ind.</p>	<p>63-253 3077</p>	<p>sophia@philirossind.com</p>

Dane Jones, Dir. of Purchasing  
 Vonceil Stewart, Proc. Agent I  
 Steve Blevins, Proc. Agent I  
 Juanita Costa, Sr. Purchasing

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 12, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7874 - Furnishing of Courier Services - November 1, 2022 to October 31, 2023

---

**Opened:** August 12, 2022 **Published:** August 2, 2022  
**No of Bids Received:** 1 **Documents Sent:** 12

**Sole Bidder:** Deluxe Delivery Systems, Inc.  
Bid Amount: \$138,632

**Recommendation:** Award to Incumbent Sole Bidder as Indicated Above

**Comments:**

The Authority solicited bids for Furnishing of Courier Services in July 2022. One proposal was received.

The Stores Department recommends awarding to the sole, incumbent bidder Deluxe Delivery Systems, Inc. A comparison of pricing with previous Contract No. 7647, which was awarded in August 2019, shows an increase of 22%.

Deluxe Delivery Systems, Inc. currently holds (1) one additional contract, Contract No. 7647– Furnishing of Courier Services Work awarded August 2019, for \$113,544.

As of June 1, 2021 (FY22), the vendor has been paid \$112,260 under Contract No. 7647.

**Contractors' performance on the above referenced contracts has been satisfactory.**

Reviewed by:

Jeff Szabo, Chief Executive Officer /  
E. Vassallo, Chief Financial Officer /  
D. Jones, Director of Purchasing /  
D. Mancuso, Chief Human Resources Officer /  
J. Kleinman, Director of General Services /

Attachments: 1 memo, 1 tabulation & List of Bidders

TABULATION OF BIDS  
 CONTRACT NO. 7874

FURNISHING OF COURIER SERVICES

Bid Opening, 08/12/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005905 10 107064 DELUXE DELIVERY SYSTEMS INC 729 SEVENTH AVE 2ND FLOOR NEW YORK NY 10019 CASHIER'S CHECK \$6,931.60 FURNISHING OF COURIER SERVICES
10 3001971 Courier Services for all locations 248 DAY	Total Val.: Unit Price: Rank:	138,632.00 559.00 1
Total Services	Val.: Rank:	138,632.00 138,632.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,  
 08/12/2022  
 for FURNISHING OF COURIER SERVICES, 11:00 AM, prevailing time, Oakdale, New York

Dane Jones, Purchasing Director

**CONTRACT NO. 7874**  
**Furnishing of Courier Services**  
**Bid Opening: August 12, 2022**

**CONTRACT DOCUMENTS SENT TO:**

ABC Messenger	711 Koehler Avenue	Ronkonkoma, NY 11779 <a href="mailto:Art@abcmessenger.com">Art@abcmessenger.com</a> Art Leone
Admiral Courier Service Inc.	3 West 30th St Ste 302	New York, NY 10001 <a href="mailto:ray@admiralcourier.com">ray@admiralcourier.com</a>
All Island Courier	30 Oser Ave	Hauppauge, NY 11788 <a href="mailto:bjm13064@aol.com">bjm13064@aol.com</a>
Concord Delivery Service	98B Bond Street	Westbury, NY 11590 <a href="mailto:concord31@aol.com">concord31@aol.com</a> Tom Russo
Deluxe Delivery Systems Inc.	64 West 48 <sup>th</sup> Street	New York, NY 10036 <a href="mailto:jordana@deluxedelivery.com">jordana@deluxedelivery.com</a>
GIO Express	2180 Fifth Ave	Ronkonkoma, NY 11779 <a href="mailto:jguastella@gioexpress.com">jguastella@gioexpress.com</a>
Millennium Dispatch	55 Jericho Turnpike	Jericho, NY 11753 <a href="mailto:Gary@millenniumdispatch.com">Gary@millenniumdispatch.com</a> Gary Meyer
Pronto Pak	105 Maxess Rd, Suite S124	Melville, NY 11747 <a href="mailto:T.allen@prontopak.com">T.allen@prontopak.com</a> Tony Allen
Ryans Express Courier	49 E. Industry Ct	Deer Park, NY 11729 <a href="mailto:Richard@ryanexpresscourier.com">Richard@ryanexpresscourier.com</a> Richard Lomardo
SGLI Inc. d/b/a General Courier	125 Emjay Blvd.	Brentwood, NY 11717 <a href="mailto:kstaulcu@optonline.net">kstaulcu@optonline.net</a>
Premier Management Solution	17 Jamor Court	Nesconset, NY 11767 <a href="mailto:kasingleton@optonline.net">kasingleton@optonline.net</a>
Construction Information Systems	170 Kinnelon Rd, Suite 1	Kinnelon, NJ 07405 <a href="mailto:cis@cisleads.com">cis@cisleads.com</a>

**PRESENT AT BID OPENING:**

Dane Jones, Director of Purchasing  
Steve Blevens, Procurement Agent I  
Catherine Congiusta, Purchasing Department



EXHIBIT D

CONTACT INFO  
CONTRACT NO. 7874

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Yoindra Ramnarayan	
Bobby Seenauth	
Bhinawattie Ramnarayan	

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer and Secretary.

Contractor:	Deluxe Delivery Systems, Inc.
Signature:	Bobby Seenauth
Name:	Bobby Seenauth

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS  
 WOMAN OWNED BUSINESS

Business Name:	Deluxe Delivery Systems, Inc.
Business Address of Contractor:	729 7th Avenue, 2nd Fl., New York, NY 10019
Contact Person for Contract Follow-Up:	Jordan Ayala
Business Contact Telephone:	(212) 376-4500
Cell Number:	(917) 342-3308
E-Mail Address:	jordana@deluxedelivery.com
Fax Number:	(212) 376-4500
Federal Employee Identification Number:	
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	08/11/2022

This page must be fully completed

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** August 16, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7875 - Furnish and Deliver PLC & Various Electrical Control Equipment  
October 1, 2022 to September 30, 2023

---

<b>Opened:</b>	<u>August 10, 2022</u>	<b>Published:</b>	<u>July 26, 2022</u>
<b>No. of Bids received:</b>	<u>1</u>	<b>Sent:</b>	<u>12</u>
<b>Sole Bidder:</b>	<b>Eagle Control Corp. Bid Amount: \$151,685</b>		
<b>Recommendation:</b>	<b>Award Item No's 2, 6, and 21 to Sole Bidder</b>		

**Comments:**

The Authority solicited bids for the Furnish and Deliver PLC & Various Electrical Control Equipment July 2022. One proposal was received.

The Production Control Department recommends to award line items 2, 6, and 21 to Eagle Control Corp in the estimated amount of \$57,735. The line items not awarded are low volume and will be purchased through competitive market rate quotes. When compared with previous Contract No. 7701 and recent prior purchase price history, there is an average increase of 52%.

Eagle Control Corp. holds (5) five current contracts.

Contract No. 7533 - Furnish and Deliver Chemical Metering Pumps and Parts JESCO, expires August 2022 amount: \$158,016, and was paid \$115,815 in FY22.

Contract No. 7701A - Furnish & Deliver PLC & Various Electrical Control Equipment, expires August 2022 amount: \$13,500, and was paid \$19,290 in FY22.

Contract No. 7789 - Furnish & Deliver Automatic Blowoff Control Panels, expires September 2022 amount: \$61,845, there were no expenditures in FY22.

Contract No. 7792B - Supply & Maintenance of Pumps and Miscellaneous Equipment, expires September 2022 amount: \$912,335, and was paid \$154,599 in FY22.

Contract No. 7832 - Furnish & Deliver Calcium Hypochlorite Tablets for Automatic Tablet Chlorinators, expires March 2023 amount: \$31,500, there were no expenditures in FY22.

**Contractors' performance on the above referenced contracts has been satisfactory.**

Reviewed by:

Jeff Szabo, Chief Executive Officer	<u>  /  </u>
E. Vassallo, Chief Financial Officer	<u>  /  </u>
D. Jones, Purchasing Director	<u>  /  </u>
J. Pokorny, Deputy, CEO Operations	<u>  /  </u>
M. O'Connell, Director of Production Control	<u>  /  </u>

Attachments: 1 memo, Tabulation, & List of Firms Invited to Bid

TABULATION OF BIDS  
 CONTRACT NO. 7875

FURNISH & DELIVER PLC & VARIOUS ELECTRICAL CONTROL EQUIPMENT

Bid Opening, 08/10/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	600005898 100039 EAGLE CONTROL CORP 23 OLD DOCK RD YAPHANK NY 11980 CASHIER'S CHECK \$500.00
00010	17362 KEYBOARD, W/15' CABLE, RTU 30 EA	Total Val.: Unit Price: Rank:	No Bid
00020	10750 SMART-UPS 750VA LCD 120V 1 EA	Total Val.: Unit Price: Rank:	585.00 585.00 1
00030	10730 METER, HOUR, 115V, FLUSH MOUNT 15 EA	Total Val.: Unit Price: Rank:	4,275.00 285.00 1
00040	17365 CPU BOARD 3.5" 20 EA	Total Val.: Unit Price: Rank:	No Bid
00050	17366 MODULE, CPU, RX3I 10 EA	Total Val.: Unit Price: Rank:	58,500.00 5,850.00 1
00060	17367 MODULE, INPUT, 24VDC, 16-POINT 10 EA	Total Val.: Unit Price: Rank:	3,950.00 395.00 1
00070	17368 MODULE, ANALOG INPUT, CURRENT, 4-CHANNE 10 EA	Total Val.: Unit Price: Rank:	7,150.00 715.00 1
00080	17369 MODULE, POWER SUPPLY, 24VDC, 30 WATTS 5 EA	Total Val.: Unit Price: Rank:	2,125.00 425.00 1
00090	17380 MODULE, ISOLATED INPUT, 120VAC, 8-POINT 15 EA	Total Val.: Unit Price: Rank:	4,950.00 330.00 1
00100	17381 MODULE, RELAY OUTPUT, ISOLATED, 8-POINT 15 EA	Total Val.: Unit Price: Rank:	4,875.00 325.00 1
00110	17382 RACK, 12 SLOT BASE 5 EA	Total Val.: Unit Price: Rank:	4,650.00 930.00 1
00120	17383 RACK, 7 SLOT BASE 5 EA	Total Val.: Unit Price: Rank:	3,600.00 720.00 1

TABULATION OF BIDS  
 CONTRACT NO. 7875

FURNISH & DELIVER PLC & VARIOUS ELECTRICAL CONTROL EQUIPMENT

Bid Opening, 08/10/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	
		6000005898 100039 EAGLE CONTROL CORP 23 OLD DOCK RD YAPHANK NY 11980 CASHIER'S CHECK \$500.00	
00130	17384 RACK, 5 SLOT EXPANSION 5 EA	Total Val.: Unit Price: Rank:	1,475.00 295.00 1
00140	17385 CABLE, CONNECTOR, 24PIN, 90DEGREE 15 EA	Total Val.: Unit Price: Rank:	No Bid
00150	17387 TERMINAL BLOCK, INTERFACE 15 EA	Total Val.: Unit Price: Rank:	No Bid
00160	17388 CONNECTOR, CARD MODULE 15 EA	Total Val.: Unit Price: Rank:	No Bid
00170	17010 BATTERY, PLC REPLACEMENT 100 EA	Total Val.: Unit Price: Rank:	No Bid
00180	12687 DIGITAL CONTROL, HONEYWELL 15 EA	Total Val.: Unit Price: Rank:	52,875.00 3,525.00 1
00190	16672 BATTERY, RTU, 12V, 33AH, BOLT TERMINAL 150 EA	Total Val.: Unit Price: Rank:	No Bid
00200	16671 BATTERY, RTU, 12V, 7AH, TAB TERMINAL 25 EA	Total Val.: Unit Price: Rank:	No Bid
00210	17170 POWER SUPPLY, RTU, CCI 20 EA	Total Val.: Unit Price: Rank:	No Bid
00220	18323 CABLE, 9PIN, COPROC MOD, PHASE 4 30 EA	Total Val.: Unit Price: Rank:	No Bid
00230	18324 GENIUS BUS MODULE 1 EA	Total Val.: Unit Price: Rank:	No Bid
00240	18391 RACK, 10 SLOT EXPANSION 5 EA	Total Val.: Unit Price: Rank:	2,675.00 535.00 1

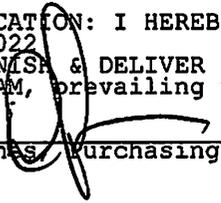
TABULATION OF BIDS  
CONTRACT NO. 7875

FURNISH & DELIVER PLC & VARIOUS ELECTRICAL CONTROL EQUIPMENT

Bid Opening, 08/10/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005898 100039 EAGLE CONTROL CORP 23 OLD DOCK RD YAPHANK NY 11980 CASHIER'S CHECK \$500.00
00250 18394 POLE CLAMP, PIPE-WOOD 10 EA		Total Val.: Unit Price: Rank:	No Bid
Total Quot.		Total Val.: Rank:	151,685.00 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,  
08/10/2022  
for FURNISH & DELIVER PLC & VARIOUS ELECTRICAL CONTROL EQUIPMENT,  
11:00 AM, prevailing time, Oakdale, New York

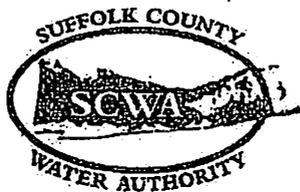
  
Dane Jones, Purchasing Director

**Contract No. 7875**  
**Furnish & Deliver PLC & Various Electrical Control Equipment**  
**Bid Opens: August 10, 2022**

A G ELECTRICAL Supply Co., Inc.	2751 Grand Ave	Bellmore, NY 11710 lois@agelectricsupply.com
Aetna Electric	270 Park Ave	Garden City Park, NY 11040 laurie.greer@aetnaelectric.com
Avon Electrical Supplies Inc.	P.O. Box 12368	Hauppauge, NY 11788-0504 JPollaccio@avonelec.com
Eagle Control Corp.	23 Old Dock Road	Yaphank, NY 11980 spominski@eaglecontrol.com
East Coast Metallic Tubing & Hardware	1951 Ocean Ave, Unit 4	Ronkonkoma, NY 11779 eastcoastmthsc@aol.com
Graybar Electric Company, Inc.	800 Huyler Street	Teterboro, NJ 07608 patrick.mchugh@graybar.com
Kelly & Hayes Electric		Christian Brockey [cbrockey@kellyhayes.com]
Kaman	119 Rockland Ave.	Northvale, NJ 07647 mfelletter@gcf-inc.com
Industrial Controls Dist.	17 Christopher Way	Eatontown, NJ 07724 pmicieli@icdmall.com
Monarch Electric Supply	33 Comac Loop Suite 6	Ronkonkoma, NY 11779 Lisa J. Mackie Peter Gastiger pigastiger@monarchoelectric.com
Systems Integrated Inc	2200 N Glassell St	Orange, Ca 92865-2702 jskinner@systemsintegrated.com
USA Blue Book	P.O. Box 9004	Gurnee, IL 60031-9004 Attn: Greg Joyce quotes@usabluebook.com

**Present at Bid opening:**

Dane Jones, Director of Purchasing  
Steve Blevins, Procurement Agent I  
Juanita Costa, Senior Clerk



**EXHIBIT D**

**CONTACT INFORMATION  
CONTRACT NO. 7875**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement/ Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement/ Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
FRANK C ZAHRADKA PRESIDENT, SECRETARY, TREAS.	6 PRAIRIE LANE BROOKHAVEN NY

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	EAGLE CONTROL CORPORATION
Signature:	
Name:	FRANK C ZAHRADKA

PRINT OR TYPE NAME OF PERSON SIGNING BID

- PLEASE CHECK IF APPLICABLE
- MINORITY OWNED BUSINESS
  - WOMAN OWNED BUSINESS

Business Name:	EAGLE CONTROL CORPORATION
Business Address of Contractor:	23 OLD DOCK ROAD YAPHANK NY 11980
Contact Person for Contract Follow-Up:	FRANK C ZAHRADKA
Business Contact Telephone:	631-924-1315
Cell Number:	631-831-9750
E-Mail Address:	CHUCK@EAGLECONTROL.COM
Fax Number:	631-924-1012
Federal Employee Identification Number:	11-3113241
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	AUGUST 5, 2022

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 10, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7877 - Miscellaneous Minor Construction and/or Repairs at Various SCWA Structures - October 1, 2022 to September 30, 2023

---

**Opened:** August 8, 2022 **Published:** July 25, 2022  
**No of Bids Received:** 2 **Documents Sent:** 30

**Low Bidder:** National Installation & GC Corp.  
Bid Amount: \$263,750

**Bid Ranges:** \$263,750 to \$323,500

**Recommendation:** Award to Incumbent Low Bidder as Indicated Above

**Comments:**

The Authority solicited bids for Miscellaneous Minor Construction and/or Repairs at Various SCWA Structures in July 2022. Two proposals were received.

The Facilities Department recommends awarding to the low, incumbent bidder National Installation & GC Corp. A comparison of pricing with previous Contract No. 7652, which was awarded in October 2019, shows an increase of 63%.

National Installation & GC Corp. currently holds (1) one additional contract, Contract No. 7797 Miscellaneous Concrete Construction Work awarded November 2021, for \$663,430.

As of June 1, 2021 (FY22), the vendor has been paid \$66,561 under Contract No. 7797.

**Contractors' performance on the above referenced contracts has been satisfactory.**

Reviewed by:

Jeff Szabo, Chief Executive Officer *J*  
E. Vassallo, Chief Financial Officer *L*  
D. Jones, Director of Purchasing *J*  
D. Mancuso, Chief Human Resources Officer *J*  
J. Kleinman, Director of General Services *J*

Attachments: 1 memo, 1 tabulation & List of Bidders

TABULATION OF BIDS  
 CONTRACT NO. 7877

MISCELLANEOUS MINOR CONSTRUCTION AND/OR REPAIRS AT VARIOUS SCWA STRUCTURES

Bid Opening, 08/08/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005897 10 107198 NATIONAL INSTALLATION AND GC CORP 337 W JOHN ST HICKSVILLE NY 11801 BID BOND MISC. MINOR CONSTRUCTION AND/OR REPAIRS	6000005896 10 107615 PREFERRED CONSTRUCTION, INC 47 WERMAN COURT PLAINVIEW NY 11803 BID BOND MISC. MINOR CONSTRUCTION AND/OR REPAIRS
10 3000573 CARPENTER W/TOOLS & EQUIP - REG HRS 200.0 HR	Total Val.: Unit Price: Rank:	29,000.00 145.00 1	32,000.00 160.00 2
20 3000574 CARPENTER W/TOOLS & EQUIP - OFF HRS 150.0 HR	Total Val.: Unit Price: Rank:	21,750.00 145.00 1	27,000.00 180.00 2
30 3000585 MASON W/TOOLS & EQUIP - REG HRS 150.0 HR	Total Val.: Unit Price: Rank:	18,000.00 120.00 1	24,000.00 160.00 2
40 3000586 MASON W/TOOLS & EQUIP - OFF HRS 150.0 HR	Total Val.: Unit Price: Rank:	18,000.00 120.00 1	27,000.00 180.00 2
50 3000593 PLUMBER W/TOOLS & EQUIP - REG HRS 200.0 HR	Total Val.: Unit Price: Rank:	38,000.00 190.00 2	32,000.00 160.00 1
60 3000594 PLUMBER W/TOOLS & EQUIP - OFF HRS 150.0 HR	Total Val.: Unit Price: Rank:	28,500.00 190.00 2	27,000.00 180.00 1
70 3000582 HNDYMN LABORER W/TOOLS & EQUIP - REG HR 200.0 HR	Total Val.: Unit Price: Rank:	24,000.00 120.00 1	31,000.00 155.00 2
80 3000583 HNDYMN LABORER W/TOOLS & EQUIP - OFF HR 150.0 HR	Total Val.: Unit Price: Rank:	18,000.00 120.00 1	26,250.00 175.00 2
90			

TABULATION OF BIDS  
 CONTRACT NO. 7877

MISCELLANEOUS MINOR CONSTRUCTION AND/OR REPAIRS AT VARIOUS SCWA STRUCTURES

Bid Opening, 08/08/2022

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600005897 10 107198 NATIONAL INSTALLATION AND GC CORP 337 W JOHN ST HICKSVILLE NY 11801 BID BOND MISC. MINOR CONSTRUCTION AND/OR REPAIRS	600005896 10 107615 PREFERRED CONSTRUCTION, INC 47 WERMAN COURT PLAINVIEW NY 11803 BID BOND MISC. MINOR CONSTRUCTION AND/OR REPAIRS
3000594 PLUMBER W/TOOLS & EQUIP - OFF HRS 150.0 HR	Total Val.: Unit Price: Rank:	18,000.00 120.00 1	23,250.00 155.00 2
100 3000582 HNDYMN LABORER W/TOOLS & EQUIP - REG HR 50.0 HR	Total Val.: Unit Price: Rank:	6,000.00 120.00 1	7,750.00 155.00 2
110 3000583 HNDYMN LABORER W/TOOLS & EQUIP - OFF HR 100.0 HR	Total Val.: Unit Price: Rank:	12,000.00 120.00 1	17,500.00 175.00 2
120 3000583 HNDYMN LABORER W/TOOLS & EQUIP - OFF HR 50.0 HR	Total Val.: Unit Price: Rank:	6,000.00 120.00 1	8,750.00 175.00 2
130 3004171 Demolition and replacement of gutters 100 FT	Total Val.: Unit Price: Rank:	2,500.00 25.00 1	16,000.00 160.00 2
140 3000587 MATERIALS, PARTS, SUPPLIES & FEES 20,000 %	Total Val.: Unit Price: Rank:	24,000.00 1.20 1	24,000.00 1.20 1
Total Services	Val.: Rank:	263,750.00 1 197,250.00	323,500.00 2 83,000.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/08/2022  
 for MISC. MINOR CONSTRUCTION AND/OR REPAIRS, 11:00 AM, prevailing time, Oakdale, New York

\_\_\_\_\_  
 Dane Jones, Purchasing Director

**Contract No. 7877**  
**Miscellaneous Minor Construction and/or Repairs at Various SCWA Structures**  
**In Suffolk County, New York**  
**Bid Opening: August 8, 2022**

**CONTRACT DOCUMENTS SENT TO:**

Aboffs	33 Gerard Street, Suite 204	Huntington, NY 11743 <a href="mailto:jtaylor@aboffs.com">jtaylor@aboffs.com</a>
A&M Painting	311 Prairie Ct	Manorville, NY 11949 <a href="mailto:tcb1983@optonline.net">tcb1983@optonline.net</a>
Caldara & Sons	350-H Central Ave	Bohemia, NY 11716 <a href="mailto:Anthony@caldaraandsons.com">Anthony@caldaraandsons.com</a> ; <a href="mailto:customerservice@caldaraandsons.com">customerservice@caldaraandsons.com</a>
Capitol Design & Construction Services	61 Cabot St	West Babylon, NY 11704 <a href="mailto:leahs@capitol-signs.com">leahs@capitol-signs.com</a>
Capitol Restoration Corp	1596 Vestry Road	Wantagh, NY 11793-3444 <a href="mailto:capitol110@verizon.net">capitol110@verizon.net</a>
Double B. Associates	10 Gnarled Oak Dr	E. Setauket, NY 11733 <a href="mailto:kmbrods@gmail.com">kmbrods@gmail.com</a>
East Coast USA Construction Inc.	87-11 118 <sup>th</sup> Street	Richmond Hill, NY 11418 <a href="mailto:eastcoastusaconstruction@hotmail.com">eastcoastusaconstruction@hotmail.com</a>
East End Group	31 Old Dock Rd	Yaphank NY 11980 <a href="mailto:Ryan@eastendgroup.net">Ryan@eastendgroup.net</a>
Essemce Enterprises, Inc.	PO Box 512	Remsenburg, NY 11960 Attn : Scott Christ <a href="mailto:s.christ26@hotmail.com">s.christ26@hotmail.com</a>
Enecon North East	58 Florida St.	Farmingdale, NY 11735 <a href="mailto:mcrowley@eneconaps.com">mcrowley@eneconaps.com</a>
JMF Contracting Inc	80 Remington Blvd	Ronkonkoma NY 11779 <a href="mailto:alex@jmfci.com">alex@jmfci.com</a>
Keller Painting	16 Wyandanch Ave	East Islip, NY 11730 <a href="mailto:lori@kellerpaint.com">lori@kellerpaint.com</a>
Kore Contracting Corp.	100 Brighton 11 <sup>th</sup> St.	Brooklyn, NY 11235 <a href="mailto:info@korecontracting.com">info@korecontracting.com</a>
LoDuca Associates	113 Division Ave	Blue Pt., NY 11715 <a href="mailto:Richard@loducagc.com">Richard@loducagc.com</a>
Madison Avenue Construction	39 Penny Street	West Islip, NY 11795 Attn: Bill Deak <a href="mailto:madconink@aol.com">madconink@aol.com</a>
Magic Painting	23 Bailey Lane	Manorville, NY 11949 <a href="mailto:magpainting@optonline.net">magpainting@optonline.net</a>
National Installation & GC Group	337 W John St	Hicksville NY 11801 <a href="mailto:National.installation@yahoo.com">National.installation@yahoo.com</a>
NUCO Painting Corp	8 Oval Drive	Islandia, NY 11749 <a href="mailto:jason@nucopainting.com">jason@nucopainting.com</a>
Pat Toner Painting	19 Bayview Drive	Westhampton, NY 11977 <a href="mailto:tonerpainting@gmail.com">tonerpainting@gmail.com</a>
Roebell Painting Co., Inc.	960 Easton St.	Ronkonkoma, NY 11779 <a href="mailto:rich@roebell.com">rich@roebell.com</a>
Sky Rise	49 Ashley Drive	Valley Stream, NY 11580 <a href="mailto:skyrise4@hotmail.com">skyrise4@hotmail.com</a>
S.J. Hoerning Construction	1471 5 <sup>th</sup> Ave	Bay Shore, NY 11706 <a href="mailto:sjhc-joe@hotmail.com">sjhc-joe@hotmail.com</a>
Stalco Construction, Inc.	1316 Motor Parkway	Islandia, NY 11749 <a href="mailto:joes@stalcoconstruction.com">joes@stalcoconstruction.com</a>
Turner's Painting	124 Crooked Hill	Huntington, NY 11743 <a href="mailto:info@turnerspaining.com">info@turnerspaining.com</a>
TRS Construction Inc	15 East Bartlett Road	Middle Island, NY 11953 <a href="mailto:trs234@yahoo.com">trs234@yahoo.com</a>
Bid Reporter	PO Box 250	Yonkers, NY 10710 <a href="mailto:Kimkmg724@aol.com">Kimkmg724@aol.com</a>
Construction Information Systems Attn: Linda Aries	170 Kinnelon Rd Suite 1	Kinnelon, NJ 07405 <a href="mailto:cis@cisleads.com">cis@cisleads.com</a>

ELQ Industries	567 5th Ave	New Rochelle, NY 10801 <a href="mailto:info@elqindustries.com">info@elqindustries.com</a>
Aventura Construction	1101 Waverly Ave	Holtsville, NY 11742 <a href="mailto:info@aventuracorp.com">info@aventuracorp.com</a> <a href="mailto:jpepe@aventuracorp.com">jpepe@aventuracorp.com</a>
Preferred Construction	47 Werman Ct	Plainview, NY 11803 <a href="mailto:estimating@prefconst.com">estimating@prefconst.com</a>

**PRESENT AT BID OPENING:**

**Steven Blevens, Procurement Agent I**  
**Catherine Congiusta, Purchasing Department**  
**Mariana Grgas, National Installation**



**EXHIBIT D**

**CONTACT INFO**

**CONTRACT NO. 7877**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
MARIANA GRGAS, PRESIDENT	130 HIGHWOOD CIRCLE, OISTER BAY, NY 11771

**NOTE:** Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, and Secretary.

Contractor:	NATIONAL INSTALLATION & GC CORP.
Signature:	
Name:	MARIANA GRGAS
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	NATIONAL INSTALLATION & GC CORP.
Business Address of Contractor:	337 W JOHN STREET HICKSVILLE, NY 11801
Contact Person for Contract Follow-Up:	MARIANA GRGAS
Business Contact Telephone:	(516) 931-3500
Cell Number:	(516) 643-6980
E-Mail Address:	sales@nationalinstallation.net
Fax Number:	(516) 931-3600
Federal Employee Identification Number:	26-0753621
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	08/05/22

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** August 15, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7878 - Furnishing and Delivery of Lime Slurry Tanks  
October 1, 2022 to September 30, 2023

---

**Opened:** August 12, 2022 **Published:** August 1, 2022

**No of Bids Received:** 1 **Documents Sent:** 11

**Low Bidder:** Fred Burack Co., Inc.  
Bid Amount: \$242,157.44

**Recommendation:** Award to Sole Bidder as indicated above

**Comments:**

This is third solicitation for furnishing and delivery of lime slurry tanks in FY23. The two previous solicitations, Contract No's. 7853 and 7862 had only one bid submission per contract and they were both rejected to allow other vendors the opportunity to submit a bid and to support open competition. With this subject contract, only one bid was received as well. The equipment specified in this contract is needed in a timely manner and there appears to be no benefit to bidding the contract a fourth time. Fred Burack Co., Inc. has previously supplied equipment for the Authority in a satisfactory manner and therefore, it is recommended that they be awarded the contract.

The average of the unit costs for Line Item 1 and 2 is 153% higher than the previously awarded Contract No. 6804 in 2012.

Fred Burack Co., Inc. currently holds no contracts with the Authority.

In fiscal year ending May 31, 2022 (FY22), there have been no expenditures with Fred Burack Co., Inc.

The Engineering department has reviewed the bid submitted and recommends the award of this contract to Fred Burack Co., Inc.

Reviewed by:

Jeff Szabo, Chief Executive Officer   /    
E. Vassallo, Chief Financial Officer   /    
D. Jones, Director of Purchasing   /    
J. Pokorny, Deputy, CEO Operations   /    
T. Kilcommons, Chief Engineer & Director of  
Research & Engineering   /  

Attachments: 1 memo, 1 tabulation & List of Bidders

TABULATION OF BIDS  
 CONTRACT NO. 7878

Furnish & Deliver Lime Slurry Tanks for the Period 10/1/22 - 09/30/23

Bid Opening, 08/12/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005904 101069 FRED BURACK CO INC 15 PURITAN RD RYE NY 10580 Cashier's Check: \$12,257.67
00010	10212 LIME TANK, 1000 GAL. 6 EA	Total Val.: Unit Price: Rank:	211,957.44 35,326.24 1
00020	10211 LIME TANK, 640 GAL. 1 EA	Total Val.: Unit Price: Rank:	30,200.00 30,200.00 1
Total Quot.		Total Val.: Rank:	242,157.44 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,  
 08/12/2022  
 for Furnish & Deliver Lime Slurry Tanks for the Period 10/1/22 - 09/30/23,  
 11:00 AM, prevailing time, Oakdale, New York

\_\_\_\_\_  
 Dane Jones, Purchasing Director

**DOCUMENTS TO:**

Aero Group, Ltd.  
Angeles Steel Services  
Beden-Baugh Products Inc.  
Charles Ross & Son Co.  
Coastal Technical Sales  
Eagle Control Corp.  
Fred Burack Co., Inc.  
Kloeckner Metals  
Layne Christensen Co.  
Philip Ross Industries  
Sims Steel  
USA Bluebook

**Represented at Opening of Bids by:**

D. Jones, SCWA  
V. Stewart, SCWA (Virtual)  
C. Congiusta, SCWA  
S. Blevens, SCWA

**ADDRESSES:**

Aero Group, Ltd.  
120 Easy Street  
West Sayville, NY 11796  
631-567-0379  
Aerogrp@yahoo.com

Beden-Baugh Products Inc.  
105 Lisbon Road  
Laurens, SC 29360  
864-682-3136  
864-682-9302 - FX  
jimb@beden-baughproducts.com

Charles Ross & Son Co.  
Ross Metal Fabricators  
225 Marcus Blvd.  
Deer Park, NY 11729  
631-586-7000  
631-586-7006  
jdeng@mixers.com

Coastal Technical Sales  
102 A Park Drive  
Montgomeryville, PA 18936  
215-628-1965  
215-628-1649 - FX  
ctsoffice@mindspring.com

Eagle Control Corp.  
23 Old Dock Road  
Yaphank, NY 11980  
631-924-1315  
Spominski@eaglecontrol.com

Fred Burack Co., Inc.  
15 Puritan Road  
Rye, NY 10580  
914-921-4246  
914-715-2979 - Cell  
Fred@fredburackco.com

Kloeckner Metals  
9747 S. Norwalk Blvd.  
Santa Fe Springs, CA 90670  
562-692-0876  
Attn: Joe Campos  
Joe.capos@kloeckner.com

Layne Christensen Co.  
1126 Lincoln Avenue  
Holbrook, NY 11741  
631-218-0749  
631-218-0805 – FX  
Bob.grecki@layne.com

Philip Ross Industries  
88 Duryea Road  
Suite 204  
Melville, NY 11747  
631-253-3077  
631-253-0180 – fax  
Sophia@philiprossind.com

Sims Steel  
650 Muncy Avenue  
Lindenhurst, NY 11757  
Robert J. Clark  
631-587-8670  
631-587-2077 - FX  
simssteel@aol.com  
Alex@simssteel.com

USA Bluebook  
PO Box 9006  
Gurnee, IL 60031-9006  
[ckayton@usabluebook.com](mailto:ckayton@usabluebook.com)  
(3781 Burwood Drive  
Waukegan, IL 60085)  
Mark Jazwierski  
800-548-1234  
847-377-5160 - FX

**EXHIBIT D**

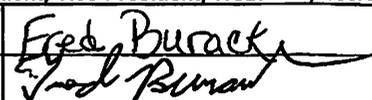
**CONTACT INFO  
CONTRACT NO. 7878**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate, and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Fred Burack President	15 Puritan Road Rye NY 10580
Judith Burack Vice President	15 Puritan Road Rye NY 10580

**NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary.**

Contractor:	Fred Burack
Signature:	
Name:	Fred Burack

PRINT OR TYPE NAME OF PERSON SIGNING BID

- PLEASE CHECK IF APPLICABLE  
 MINORITY OWNED BUSINESS  
 WOMAN OWNED BUSINESS

Business Name:	Fred Burack Co Inc
Business Address of Contractor:	15 Puritan Rd Rye NY 10580
Contact Person for Contract Follow-Up:	Fred Burack
Business Contact Telephone:	914-921-4146
Cell Number:	914-715-2979
E-Mail Address:	fred@fredburackco.com
Fax Number:	914-921-2109
Federal Employee Identification Number:	13-3908709
Suffolk County Department of Consumer Affairs License Number (if Applicable)	
Date:	8/8/2022

This page must be fully completed



Contract No.7828A - Furnishing & Delivery of Ductile Iron Pressure Fittings awarded March 2022, in the amount of \$483,223.

Contract No.7830B - Furnishing & Delivery of Cold-Water Service Meters awarded April 2022, in the amount of \$199,436.

As of June 1, 2022 (FY23), approximately \$48,134 has been paid to Ferguson from Contract No. 7751 plus, \$11,630 has been paid from Contract No. 7833B and \$126,763 has been paid from Contract No. 7828A. There were no expenditures from Contract No. 7830B. In fiscal year ending May 31, 2022 (FY22), Ferguson was paid \$244,467 from Contract No. 7751 and \$32,564 was paid from Contract No. 7833B. There were no expenditures from Contract No. 7828A and 7830B.

**Contractor's performance on the above referenced contracts is satisfactory.**

Reviewed by:

Jeff Szabo, Chief Executive Officer	└
E. Vassallo, Chief Financial Officer	└
D. Jones, Purchasing Director	└
J. Pokorny, Deputy, CEO Operations	└
B. Warner, Director of Construction Maintenance	└

Attachments: 1 Memo, 1 Tabulation & List of Bidder's

TABULATION OF BIDS  
CONTRACT NO. 7879

F&D CEMENT LINED DUCTILE IRON PIPE (PUSH ON & FLANGED), PVC PIPE & PLASTIC TUBING

Bid Opening, 08/19/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot. : Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005909 107007 FERGUSON ENTERPRISES, INC 2700 RTE 112 MEDFORD NY 11763-2553 BID BOND	6000005911 100450 METROFAB PIPE INC 15 FAIRCHILD CT PLAINVIEW NY 11803 CASHIER'S CHECK \$22,023.45	6000005910 100210 T MINA SUPPLY INC 17 EXPRESSWAY DRIVE NORTH MEDFORD NY 11763 BID BOND
00130	14088 PIPE, FLANGED, DUCTILE, C.L, 12" 2 EA	Total Val.: Unit Price: Rank:	6,724.46 3,362.23 3	4,474.20 2,237.10 1	5,892.00 2,946.00 2
00140	18630 PIPE, FLANGED, DUCTILE, C.L, 16" 1 EA	Total Val.: Unit Price: Rank:	4,989.47 4,989.47 3	3,636.40 3,636.40 1	4,769.00 4,769.00 2
00150	17002 PIPE, PVC, 4" C900 20 FT	Total Val.: Unit Price: Rank:	147.00 7.35 2	No Bid	125.20 6.26 1
00160	16529 PIPE, PVC, 6" C900 1,200 FT	Total Val.: Unit Price: Rank:	18,024.00 15.02 2	No Bid	15,984.00 13.32 1
00170	16927 PIPE, PVC, 8" C900 1,400 FT	Total Val.: Unit Price: Rank:	36,050.00 25.75 2	No Bid	31,962.00 22.83 1
00180	17003 PIPE, PVC, 10" C900 20 FT	Total Val.: Unit Price: Rank:	772.60 38.63 2	No Bid	658.40 32.92 1
00190	17004 PIPE, PVC, 12" C900 20 FT	Total Val.: Unit Price: Rank:	1,087.80 54.39 2	No Bid	927.00 46.35 1
00200	14188 PIPE, POLY, 3/4"X100', 250PSI, CTS, ENDOTRAC 1,000 FT	Total Val.: Unit Price: Rank:	1,050.00 1.05 1	No Bid	1,140.00 1.14 2
00210	18410 PIPE, POLY, 1"x100', 250PSI, CTS, ENDOTRAC 15,000 FT	Total Val.: Unit Price: Rank:	19,350.00 1.29 1	No Bid	19,500.00 1.30 2
00220	14186 PIPE, POLY, 1-1/2"x100', 250PSI, CTS, ENDOTR 2,000 FT	Total Val.: Unit Price: Rank:	4,020.00 2.01 1	No Bid	4,080.00 2.04 2
00230	18422 PIPE, POLY, 2"x100', 250PSI, CTS, ENDOTRAC 3,500 FT	Total Val.: Unit Price: Rank:	11,900.00 3.40 1	No Bid	12,005.00 3.43 2
Total Quot.		Total Val.: Rank:	158,797.97 1	440,469.05 2	449,320.00 3

TABULATION OF BIDS  
CONTRACT NO. 7879

F&D CEMENT LINED DUCTILE IRON PIPE (PUSH ON & FLANGED), PVC PIPE & PLASTIC TUBING

Bid Opening, 08/19/2022

Line Item Sh. Text Qty. in Base Unit	Material	Quot.:	6000005909	6000005911	6000005910
		Bidder:	107007	100450	100210
		Name:	FERGUSON ENTERPRISES, INC	METROFAB PIPE INC	T MINA SUPPLY INC
		House No:	2700		17
		Street:	RTE 112	15 FAIRCHILD CT	EXPRESSWAY DRIVE NORTH
		City:	MEDFORD	PLAINVIEW	MEDFORD
		Region:	NY	NY	NY
		Post Code:	11763-2553	11803	11763
		Item Text:	BID BOND	CASHIER'S CHECK \$22,023.45	BID BOND
00010	14075 PIPE, DUCTILE, CEMENT LINED, 4", TJ, CL 52 400 FT	Total Val.:	No Bid	16,792.00	13,156.00
		Unit Price:		41.98	32.89
		Rank:		2	1
00020	14076 PIPE, DUCTILE, CEMENT LINED, 6", TJ, CL 52 2,000 FT	Total Val.:	No Bid	67,060.00	52,620.00
		Unit Price:		33.53	26.31
		Rank:		2	1
00030	14077 PIPE, DUCTILE, CEMENT LINED, 8", TJ, CL 52 1,500 FT	Total Val.:	No Bid	71,310.00	55,695.00
		Unit Price:		47.54	37.13
		Rank:		2	1
00040	14078 PIPE, DUCTILE, CEMENT LINED, 10", TJ, CL 52 1,000 FT	Total Val.:	No Bid	61,990.00	46,200.00
		Unit Price:		61.99	46.20
		Rank:		2	1
00050	14079 PIPE, DUCTILE, CEMENT LINED, 12", TJ, CL 52 1,700 FT	Total Val.:	No Bid	132,124.00	104,176.00
		Unit Price:		77.72	61.28
		Rank:		2	1
00060	14081 PIPE, DUCTILE, CEMENT LINED, 16", TJ, CL 51 350 FT	Total Val.:	No Bid	39,070.50	27,706.00
		Unit Price:		111.63	79.16
		Rank:		2	1
00070	14082 PIPE, DUCTILE, CEMENT LINED, 20", TJ, CL 51 20 FT	Total Val.:	No Bid	2,920.60	2,084.40
		Unit Price:		146.03	104.22
		Rank:		2	1
00080	14083 PIPE, DUCTILE, CEMENT LINED, 24", TJ, CL 51 20 FT	Total Val.:	No Bid	3,836.60	2,594.00
		Unit Price:		191.83	129.70
		Rank:		2	1
00090	14084 PIPE, FLANGED, DUCTILE, C.L., 4" 2 EA	Total Val.:	2,210.10	2,028.10	2,546.00
		Unit Price:	1,105.05	1,014.05	1,273.00
		Rank:	2	1	3
00100	14085 PIPE, FLANGED, DUCTILE, C.L., 6" 7 EA	Total Val.:	10,062.50	6,929.65	8,904.00
		Unit Price:	1,437.50	989.95	1,272.00
		Rank:	3	1	2
00110	14086 PIPE, FLANGED, DUCTILE, C.L., 8" 18 EA	Total Val.:	37,070.10	24,724.80	31,950.00
		Unit Price:	2,059.45	1,373.60	1,775.00
		Rank:	3	1	2
00120	14087 PIPE, FLANGED, DUCTILE, C.L. 10" 2 EA	Total Val.:	5,339.94	3,572.20	4,646.00
		Unit Price:	2,669.97	1,786.10	2,323.00
		Rank:	3	1	2

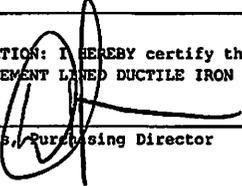
TABULATION OF BIDS  
CONTRACT NO. 7879

F&D CEMENT LINED DUCTILE IRON PIPE (PUSH ON & FLANGED), PVC PIPE & PLASTIC TUBING

Bid Opening, 08/19/2022

Line Item	Material	Quot.:	6000005909	6000005911	6000005910
Sh. Text		Bidder:	107007	100450	100210
Qty. in Base Unit		Name:	FERGUSON ENTERPRISES, INC	METROFAB PIPE INC	T MINA SUPPLY INC
		House No:	2700		17
		Street:	RTE 112	15 FAIRCHILD CT	EXPRESSWAY DRIVE NORTH
		City:	MEDFORD	PLAINVIEW	MEDFORD
		Region:	NY	NY	NY
		Post Code:	11763-2553	11803	11763
		Item Text:	BID BOND	CASHIER'S CHECK \$22,023.45	BID BOND

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/19/2022  
for F&D CEMENT LINED DUCTILE IRON PIPE (PUSH ON & FLANGED), PVC PIPE & PLASTIC TUBING, 11:00 AM, prevailing time, Oakdale, New York

  
Dane Jones, Purchasing Director

**CONTRACT NO. 7879**  
**Furnishing and Delivery of Cement Lined Ductile Iron Pipe**

**Bid Opening: 08/17/2022**

**CONTRACT DOCUMENTS SENT TO:**

Atlantic States Cast Iron	183 Sitgreaves St.	Phillipsburgh, NJ 08865 <a href="mailto:fran.tone@atlanticstates.com">fran.tone@atlanticstates.com</a>
Blackman Plumbing Supply	2700 Route 112	Medford, NY 11763 <a href="mailto:kreagan@blackman.com">kreagan@blackman.com</a> <a href="mailto:mfair@blackman.com">mfair@blackman.com</a>
Capitol Supply Construction Products, Inc	149 Old Turnpike Road	Wayne, NJ 07470 <a href="mailto:hughmalley@capitolsupplyconstruction.com">hughmalley@capitolsupplyconstruction.com</a>
Ferguson Enterprises Inc.	190 Oberlin Ave N	Lakewood, NJ 08701 <a href="mailto:Rory.Budds@Ferguson.com">Rory.Budds@Ferguson.com</a>
Griffin Pipe Products	10 Adams St.	Lynchburg, VA 24504 <a href="mailto:sales@griffinsupply.com">sales@griffinsupply.com</a>
Metro Fab	15 Fairchild Court	Plainview, NY 11803 <a href="mailto:info@metrofabinc.com">info@metrofabinc.com</a> <a href="mailto:frank@metrofabinc.com">frank@metrofabinc.com</a>
T. Mina Supply	44-41 Douglaston Parkway	Douglaston, NY 11363 <a href="mailto:michael.voyias@tmina.com">michael.voyias@tmina.com</a> <a href="mailto:michelle.olsen@tmina.com">michelle.olsen@tmina.com</a> <a href="mailto:tom.cox@tmina.com">tom.cox@tmina.com</a>
SIP Industries	2900 Patio Drive	Houston, TX 77017 <a href="mailto:sales@sipindustries.com">sales@sipindustries.com</a>
U.S. Pipe & Foundry Co.	Two Chase Corporate Dr Suite 200	Birmingham, AL 35244 <a href="mailto:info@uspipe.com">info@uspipe.com</a>
Sigma Corp	700 Goldman Drive	Cream Ridge, NJ 08514 <a href="mailto:crmcsr@sigmaco.com">crmcsr@sigmaco.com</a> <a href="mailto:oemusa@sigmaco.com">oemusa@sigmaco.com</a>

**PRESENT AT BID OPENING:**

**Dane Jones, Director of Purchasing**  
**Vonciel Stewart, Procurement Agent I**  
**Juanita Costa, Senior Clerk**



EXHIBIT D

CONTACT INFO  
CONTRACT NO. 7879

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
Elizabeth Ficken Pres	38 Piper Dr Albertson NY 11507
Joseph Magliato VP	11 Cresthill Place Smithtown NY 11787

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	METROFAB Pipe Inc
Signature:	<i>J Magliato</i>
Name:	Joseph Magliato
	PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	METROFAB Pipe Inc
Business Address of Contractor:	15 Fairchild Ct Plainville NY 11803
Contact Person for Contract Follow-Up:	FRANK GIORDANO
Business Contact Telephone:	516 349 7373
Cell Number:	
E-Mail Address:	Frank@metrofabinc.com
Fax Number:	516 349 8744
Federal Employee Identification Number:	11 313 5667
Suffolk County Department of Consumer Affairs License Number (If Applicable)	N/A
Date:	8/15/2022

This page must be fully completed



**EXHIBIT D**

**CONTACT INFO  
CONTRACT NO. 7879**

The purpose of this document is to clearly identify who has been delegated the authority to sign your Agreement / Offer or Contract on behalf of the named firm as well as identify pertinent company information. Pursuant to our policy, the only person(s) with the ability to delegate authority is an officer of the company. Therefore, please list the officers of the company. In addition, please list those persons to whom authority has been delegated to sign, negotiate and/or administer your Agreement / Offer or Contract.

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

NAME / TITLE	ADDRESS
RICK GAMBONE MUNICIPAL SALESPERSON	2619 MEDFORD AVE, MEDFORD, NY 11763

NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary

Contractor:	FERGUSON WATERWORKS
Signature:	<i>Rick Gambone</i>
Name:	RICK GAMBONE

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	FERGUSON WATERWORKS
Business Address of Contractor:	2619 MEDFORD AVE, MEDFORD, NY 11763
Contact Person for Contract Follow-Up:	RICK GAMBONE
Business Contact Telephone:	516-479-2089
Cell Number:	646-331-6780
E-Mail Address:	RICK.GAMBONE@FERGUSON.COM
Fax Number:	
Federal Employee Identification Number:	54-1211771
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	8/18/22

This page must be fully completed

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

DATE: August 12, 2022  
TO: Jeff Szabo, Chief Executive Officer  
FROM: Christopher Cecchetto, Deputy CFO   
SUBJECT: **Budget Amendment #1 – F/Y/E May 31, 2023**

---

In accordance with the attached memo from Timothy Kilcommons, approved by Joseph Pokorny, we are requesting the following budget amendment:

**Budget Transfer Request Engineering & PC**

Authorize revision to the budget for year ending May 31, 2023, as follows:

Decrease to item 050 (tank construction) in the amount of \$1,210,000  
Increase to item 055 (treatment facilities) in the amount of \$1,210,000

Decrease to item 050 (tank construction) in the amount of \$1,100,000  
Increase to item 070 (replacement of pump station infrastructure) in the amount of \$1,100,000

This change will not impact the capital budget of \$87.50 million.

If you are in agreement, please include this on the Board Agenda for members' consideration, at their next meeting of August 25, 2022.

CC:ms  
attachment

c: J. Pokorny, Tim Kilcommons, E. Vassallo

FIN-22-096

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** August 11, 2022  
**TO:** Joseph M. Pokorny, P.E., Deputy CEO for Operations  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer/Dir. R&D   
**SUBJECT:** Budget Transfer Request for Packed Tower Aeration Treatment (PTA) System and Generators

---

RFP 1576 was awarded to DeLoach Industries for the supply of PTA system (also known as an air stripper) to treat for the contaminant Freon at our North Magee Street well field in the Town of Southampton under project authorization 055-23-00-0004. To fully fund this treatment system, an additional \$1,210,000 must be transferred to capital budget line item 055 Treatment Systems.

Contract 7863 is for the furnishing and delivery of six generators. A total of \$1,100,000 must be transferred into capital budget line item 070 Replacement of Pump Station Infrastructure to fully fund this work.

The Engineering Department is therefore requesting that a total of \$2,310,000 be transferred from capital budget line item 050 Tank Maintenance. The amount of \$1,210,000 will be transferred into line item 055 and the remaining \$1,100,000 will be transferred into line item 070. There will be no increase to the overall FY23 capital budget resulting from this transfer.

If this meets with your approval, please place on the agenda for the August 2022 Board meeting.

Approved by :

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

  
\_\_\_\_\_  
Date

## 6. Finance

### b) Year End Review – May 31, 2022

Approve the following:

- i) Audited Financial Statements for the year ending May 31, 2022, subject to KPMG's final review of the GASB 68 report, and that the Statements be forwarded to the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authority Budget Office, and other applicable state and local agencies;
- ii) Annual Investment Report including investment policy in draft including Audited Investment Statements for the year ending May 31, 2022, subject to KPMG's final review of the GASB 68 report, and that the Statements be forwarded to the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authorities Budget Office, and other applicable state and local agencies; and
- iii) Annual PARIS Report, subject to KPMG's final review of the GASB 68 report, and that the Report be submitted electronically to the New York State Authority Budget Office.

**SUFFOLK COUNTY WATER AUTHORITY**  
**Production Control - Bay Shore, New York**

**INTER-OFFICE CORRESPONDENCE**

**DATE:** August 10, 2022  
**TO:** Jeffrey Szabo, CEO  
**FROM:** Michael O'Connell, Director of Production Control *Michael O'Connell*  
**SUBJECT:** Request for Approval – Purchase of IR Heater Elements

---

The Authority utilizes hundreds of infrared quartz heaters to heat our pump station buildings. For years we were purchasing and installing an infrared quartz heater as manufactured by a company called HeatRex. While the heaters themselves have good longevity, the unit utilizes a quartz lamp that is a consumable. As of late 2017, HeatRex discontinued manufacturing the heater the Authority uses and also stopped making replacement lamps. Unfortunately, these lamp elements are unique in size to each manufacturer.

In early 2018, I made contact with Fannon Products LLC, which is a company that produces replacement quartz heat lamps for several manufacturers or will produce custom to your specifications. We have been purchasing replacement lamps from Fannon for four years now and all have performed well. We have received an updated replacement lamp price quote from Fannon Products for \$57.88 each. This is still a lower unit cost than we were paying for the HeatRex lamps under contract in 2017 (\$66.00 each) and this year's pricing is the first increase since we started buying from Fannon. In the Fall of 2018, we contacted other companies that can produce custom quartz lamps. One did not respond to our request for quote, the other one responded that they were unable to produce this lamp.

Due to the quantity of lamps we purchase each year, we spend over \$5,000.00 per year on these replacement lamps. As we have done in the past several years, I am requesting Board approval to purchase replacement infrared quartz heat lamps from Fannon Products LLC for a cost not to exceed \$20,000.00. This will allow us the ability to purchase approximately 325 replacement lamps (with shipping costs). This estimated quantity should be sufficient for the next 12 months.

I hope that you will look favorably upon this purchase request.

CC: J. Pokorny  
D. Jones

Approved: J. Pokorny



**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**DATE:** August 8, 2022  
**TO:** Jeffrey Szabo, CEO  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer/Director of R&D  
**SUBJECT:** Service Agreement for Hach Peroxide Analyzers



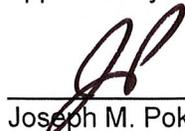
One of the required components on our Advanced Oxidation Process (AOP) treatment systems is an analyzer to measure the level of hydrogen peroxide being injected into the water. SCWA uses an analyzer manufactured by Hach Chemical. Hach also supplies, among other things, our chlorine analyzers. Setting up and calibrating these peroxide analyzers can be difficult and time-consuming. The Engineering Department believes that for the first group of AOP projects, at a minimum, the Authority would benefit by having a service agreement in place with Hach to come to the sites and essentially help us through the start-up and initial calibration period.

Engineering and Production Control personnel will benefit from such a service agreement in that they will learn to set up, calibrate and operate these systems from the experts and they will not need to spend as much time and effort on this one aspect of operating and maintaining the AOP systems, freeing them up for other tasks. The cost of an annual service agreement for a single analyzer is \$4,393.13 (see attached quote). We are recommending entering into an agreement for the five analyzers at the first three AOP sites that will undergo start-up: Flower Hill Rd (3 analyzers), Hollywood Place (1 analyzer), and McKay Rd (1 analyzer). The total for those five analyzers is \$21,965.65. This number should be treated as a not-to-exceed figure in that we believe we should be able to further negotiate the price down as there would seem to be some efficiencies in three of the analyzers being at one site. We do not anticipate subsequent renewals for these agreements in future years as typically our Production Control department will take this work in-house once they are up and running.

If this meets with your approval, please place this on the agenda for Board approval at their August 2022 meeting. If you have any further questions regarding the above, please contact me.

Cc: J. Pokorny, P.E.  
File

Approved by :



Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

8/9/22  
Date



Be Right™

# Quotation

**Quote Number: 100806490v1**

Use quote number at time of order to ensure that you receive prices quoted

Hach  
PO Box 608  
Loveland, CO 80539-0608  
Phone: (800) 227-4224  
Email: quotes@hach.com  
Website: www.hach.com

Quote Date: 07/29/2022

Quote Expiration: 09/27/2022

SUFFOLK COUNTY WATER AUTHORITY  
PO BOX 38  
OAKDALE, NY 11769-0901

Name: Joe Roccaro  
Phone: (631) 218-7024  
Email: joseph.roccaro@scwa.com

Customer Account Number : 013295  
Customer Quote Reference: EZ Series FSP

Sales Contact: Rudy Santavicca Email: anthonyrudy.santavicca@hach.com Phone: 914-703-8327

## PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	Extended Price
1	FSPEZ1000-4_VST	Field Service includes: All parts, labor, and travel for on-site repairs, 4 on-site calibrations per year, factory recommended maintenance (including required parts), unlimited technical support calls, and free firmware updates. Please see service terms and conditions for additional details on our service plans, and to ensure you have an opportunity to review our environmental and safety requirements.	5	4,393.13	21,965.65
		Serial Numbers: 2010002724, 2010002725, 2010002726, 2010002727, 2010002728, 2010002729.			
		May need to quote additional travel depending where all the units are located in the County.			
				Grand Total	\$ 21,965.65

## NOTES

## TERMS OF SALE

**12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total**

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at [www.hach.com/terms](http://www.hach.com/terms). Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. and/or applicable laws in force in Buyer's jurisdiction.

## ORDER TERMS:

Terms are Subject to Credit Review

In order for Hach to process the order as quickly as possible, please provide the following information.

- Complete Billing address.
- Complete Shipping address.
- Part numbers and quantities of items being ordered.
- Please reference the quotation number on your purchase order

If the order is over \$25,000 Hach will also require the following additional information.

- Pricing
- Purchase Order Number
- Freight terms and INCO term FOB Origin or FCA Shipping Point
- Required delivery date
- Vendor name should specify "Hach Company" with the Loveland address:
  - o Hach, PO Box 389, Loveland, CO 80539
- Credit terms of payment. Default payment terms are Net 30.
- Indicate if order needs to ship complete or if it can ship partial.
- Tax status
- Special invoicing instructions

Sales tax is not included on quote. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.

Standard lead time is 30 days.

This Quote is good for a one time purchase

Virtual and/or on-site training must be scheduled/completed within 90 days of order, or the price will be subject to change.

## Sales Contact:

Name: Rudy Santavicca  
Title: Regional Sales Manager  
Phone: 914-703-8327  
Email: [anthonyrudy.santavicca@hach.com](mailto:anthonyrudy.santavicca@hach.com)



**HACH COMPANY**

**Headquarters**  
 P.O. Box 389  
 5600 Lindbergh Drive  
 Loveland, CO 80539-0389

**Purchase Orders**  
 PO Box 608  
 Loveland, CO 80539-0608

**WebSite:** www.hach.com

**U.S.A.**  
 Phone: 800-227-4224  
 Fax: 970-669-2932  
 E-Mail: orders@hach.com  
 quotes@hach.com  
 techhelp@hach.com

**Export**  
 Phone: 970-669-3050  
 Fax: 970-461-3939  
 Email: intl@hach.com

**Remittance**  
 2207 Collections Center Drive  
 Chicago, IL 60693

**Wire Transfers**  
 Bank of America  
 231 S. LaSalle St.  
 Chicago, IL 60604  
 Account: 8765602385  
 Routing (ABA): 071000039

**Quotation Addendum**

**ADVANTAGES OF WORKING WITH HACH**

<p><b>Hach Service</b></p> <p><i>Protect your investment &amp; peace of mind</i></p> <ul style="list-style-type: none"> <li>✓ A global partner who understands your needs</li> <li>✓ Delivers timely, high-quality service you can trust</li> <li>✓ Provides team of unique experts to help you maximize instrument uptime</li> <li>✓ Ensure data integrity</li> <li>✓ Maintain operational stability</li> <li>✓ Reduce compliance risk</li> </ul> <p>www.hach.com/service-contracts</p>	<p><b>Pick&amp;Ship™</b></p> <p><i>Pick&amp;Ship™ Program offers a better way to keep your supplies in stock</i></p> <ul style="list-style-type: none"> <li>✓ <b>Convenience</b> of one purchase order for the entire year</li> <li>✓ <b>Flexibility</b> to change, cancel or create new orders</li> <li>✓ <b>Savings</b> from locking in prices &amp; thus avoiding price surges and rush charges</li> <li>✓ <b>Peace of mind</b> with automatic, reliable shipments just as you need them</li> </ul> <p>www.Hach.com/pickandship</p>	<p><b>Technical Support</b></p> <p><i>Provides post-sale instrumentation and application support</i></p> <ul style="list-style-type: none"> <li>✓ Hach's highly skilled Technical Support staff is dedicated to helping you resolve technical issues before, during and after the sale.</li> <li>✓ Available via phone, e-mail, or live online chat at Hach.com!</li> <li>✓ Fast access to answers at <a href="https://support.hach.com">https://support.hach.com</a></li> <li>✓ Toll-free phone: 800-227-4224</li> <li>✓ E-mail: techhelp@hach.com</li> </ul> <p>www.Hach.com</p>
--	--	--

**ADVANTAGES OF SIMPLIFIED SHIPPING AND HANDLING**

<p><b>Safe &amp; Fast Delivery</b></p> <ul style="list-style-type: none"> <li>✓ Receive tracking numbers on your order acknowledgement</li> <li>✓ Hach will assist with claims if an order is lost or damaged in shipment</li> </ul>	<p><b>Save Time – Less Hassle</b></p> <ul style="list-style-type: none"> <li>✓ No need to set up deliveries for orders or to schedule pickup</li> <li>✓ Hach ships order as product is available, at no additional charge, when simplified shipping and handling is used.</li> </ul>	<p><b>Save Money</b></p> <ul style="list-style-type: none"> <li>✓ No additional invoice to process – save on time and administrative costs</li> <li>✓ Only pay shipping once, even if multiple shipments are required</li> </ul>
--	--	--

STANDARD SIMPLIFIED SHIPPING AND HANDLING CHARGES <sup>1, 2, 3, 4</sup> Pricing Effective 4/11/2020						Collect <sup>4</sup> Handling Fee Effective 4/11/2020
Total Price of Merchandise Ordered	Standard Surface (Mainland USA)	Second Day Delivery (Mainland USA)	Next Day Delivery (Mainland USA)	Second Day Delivery (Alaska & Hawaii)	Next Day Delivery (Alaska & Hawaii)	
\$0.00 - \$49.99	\$17.99	\$44.99	\$83.90	\$72.21	\$137.27	\$13.47
\$50.00 - \$149.99	\$28.59	\$84.27	\$159.00	\$120.84	\$229.73	\$13.85
\$150.00 - \$349.99	\$50.22	\$133.98	\$272.91	\$169.07	\$329.04	\$14.72
\$350.00 - \$649.99	\$69.95	\$182.91	\$363.75	\$228.65	\$442.76	\$15.48
\$650.00 - \$949.99	\$88.16	\$191.13	\$399.98	\$236.66	\$446.10	\$16.04
\$950.00 - \$1,999.99	\$110.91	\$235.85	\$498.69	\$280.67	\$543.06	\$17.52
\$2,000.00 - \$3,999.99	\$128.04	\$250.64	\$513.44	\$291.54	\$554.54	\$20.22
\$4,000.00 - \$5,999.99	\$148.44	\$260.33	\$538.23	\$292.89	\$570.53	\$24.90
\$6,000.00 - \$7,999.99	\$175.40	\$296.40	\$612.84	\$323.07	\$622.86	\$29.04
\$8,000.00 - \$9,999.99	\$200.15	\$336.83	\$658.19	\$360.41	\$683.52	\$33.51
Over \$10,000	2.5% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	4.5% of Net Order Value	7% of Net Order Value	\$51.84

1 Shipping & Handling charges shown are only applicable to orders billing and shipping to U.S. destinations. Shipping & Handling charges will be prepaid and added to invoice. Shipping & Handling for the Pick&Ship Program is charged on each shipment release and is based on the total price of each shipment release. Shipping & Handling charges are subject to change without notice.

2 Additional Shipping & Handling charges will be applied to orders containing bulky and/or especially heavy orders. Refrigerated and all weather Samplers do not qualify for simplified Shipping & Handling charges, and are considered heavy products. Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

3 Orders shipping to Alaska or Hawaii: Additional Shipping & Handling charges may be applied at time of order processing. Second Day and Next Day delivery is not available to all destinations.

4 Hach Company will assess a collect handling fee on orders with collect shipping terms. This handling fee covers the additional costs that Hach Company incurs from processing and managing collect shipments.

Due to variations in component characteristics, regulatory transportation requirements and/or associated shipping and handling costs, individual kit components may or may not be packaged together in a single carton at time of final packaging and shipping.

**SALES TAX**

Sales Tax is not included in the attached quotation. Applicable sales and usagetaxes will be added to your invoice, at the time of order, based on U.S. destination of goods, unless a valid resale/exemption certificate for destination state is provided to the above address or fax number, attention of the Tax Dept.

**TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES**

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. **APPLICABLE TERMS & CONDITIONS:** These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. **CANCELLATION:** Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. **DELIVERY:** Delivery will be accomplished FCA Hach's facility located in Ames, Iowa or Loveland, Colorado, United States (Incoterms 2010). Legal title and risk of loss or damage pass to Buyer upon transfer to the first carrier. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. **INSPECTION:** Buyer will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. **PRICES & ORDER SIZES:** All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. **PAYMENTS:** All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit

card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the delinquency at a rate of 1-1/2% per month or the maximum rate permitted by law, if lower, for each month or part thereof of delinquency in payment plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) recover all costs of collection including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See [120](#) for further wire transfer requirements.

7. **LIMITED WARRANTY:** Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. **INDEMNIFICATION:** Indemnification applies to a party and to such party's successors-in-interest, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty. Buyer is responsible for and will defend, indemnify and hold harmless the Hach Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to negligence, misuse or misapplication of any goods or services, violations of law, or the breach of any provision of this Contract by the Buyer, its affiliates, or those employed by, controlled by or in privity with them. Buyer's workers' compensation immunity, if any, does not preclude or limit its indemnification obligations.

9. **PATENT PROTECTION:** Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies



## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND DATA. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media and/or included as an Appendix to these Terms & Conditions of Sale. Except to the extent such express licenses conflict with the remainder of this paragraph, the following also applies relative to Hach's software: Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). In connection with Buyer's use of Products, Hach may obtain, receive, or collect data or information, including data produced by the Products. In such cases, Buyer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data, or to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of Hach and its affiliates.

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at <http://www.hach.com/privacypolicy>.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site

prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless Buyer has ordered Products specifying a California ship-to address, Buyer will not sell or deliver any Hach Products for use in California. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "Speak Up!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See <http://danaher.com/integrity-and-compliance> and [www.danaherintegrity.com](http://www.danaherintegrity.com) for a copy of the SOC and for access to our Helpline portal.

17. RELATIONSHIP OF PARTIES: Buyer is not an agent or representative of Hach and will not present itself as such under any circumstances unless and to

## TERMS AND CONDITIONS OF SALE FOR HACH® PRODUCTS

the extent it has been formally screened by Hach's compliance department and received a separate duly-authorized letter from Hach setting forth the scope and limitations of such authorization.

18. **FORCE MAJEURE:** Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

19. **NON ASSIGNMENT AND WAIVER:** Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

20. **FUNDS TRANSFERS (PAYMENTS):** Buyer and Hach both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Buyer must verbally confirm any new or changed bank transfer or mailing instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

21. **LIMITATION OF LIABILITY:** None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

22. **APPLICABLE LAW AND DISPUTE RESOLUTION:** The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated in order of preference by a court of competent jurisdiction (i) in the State of Colorado, U.S.A. if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States.

23. **ENTIRE AGREEMENT & MODIFICATION:** These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach

rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

24. **APPENDICES:** If checked, the following Appendices are attached hereto and incorporated by reference into these Terms & Conditions of Sale:

CLAROS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

\* \* \*

**SUFFOLK COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM**

**TO:** Jeffery Szabo, CEO  
**FROM:** Philip Thompson, Superintendent of Trades  
**DATE:** August 3, 2022  
**SUBJECT:** Repair of Oakview Highway standby generator

---

The standby generator at Oakview Highway pump station was placed in service in January of 2019. The generator failed to start in July of 2022. The engine on this unit is manufactured by John Deere. The engine manufacturer provides a 2 year or 1000 run hour warranty, which is no longer in effect. PowerPro diagnosed a failure of the turbo, turbo actuator and a cracked exhaust flex joint. Due to increased emissions standards on newer engines, they are equipped with controls that regulate the amount of boost produced by the turbocharger. Repairs to these units cost significantly more than a traditional turbocharger unit. The cost of the repair parts and installation totals \$7,201.00. We are hereby requesting Board approval of PowerPro's proposal to repair this unit.

CC: J. Pokorny  
M. O'Connell

Approved: J. Pokorny



---

**SUFFOLK COUNTY WATER AUTHORITY  
Laboratory**

**INTEROFFICE CORRESPONDENCE**

**DATE:** August 12, 2022  
**TO:** Jeffrey Szabo, CEO  
**FROM:** Kevin Durk, Director of Water Quality & Lab Services  
**SUBJECT:** Maintenance and Calibration Services for Laboratory Autoclaves

---

The Laboratory has two autoclaves for sterilizing the media, bottles, and equipment used for bacteriological testing. The autoclaves need routine preventive maintenance and, in addition, the NYSDOH requires an annual calibration by a certified vendor for temperature, time, and pressure.

<i>Vendor</i>	<i>LBR</i>	<i>Buxton USA</i>
4 quarterly visits for inspection	\$1,500.00	\$2,872.47
4 quarterly time verifications	Included	Included
1 annual overhaul	\$1,950.00	\$995.00
Cost/ autoclave/year	\$3,450.00	\$3,867.47
Total Cost/year	\$6,900.00	\$7,734.94

The quotes for quarterly inspections include adjustments, lubrication and the labor involved in repairing the equipment. Parts outside of preventative maintenance are not covered and furnished only with prior authorization from the Laboratory.

After reviewing the autoclave quotes, I would like to use the second lowest vendor, Buxton USA, for service.

Buxton, USA currently services our autoclaves and they have been very responsive to our service needs.

Additionally, Buxton is willing lock in pricing for a three-year period.

Therefore, I would like to have the autoclaves serviced by Buxton USA.

For reasons of economy and efficiency, the Laboratory recommends using Buxton USA for service. If you concur, we would like to obtain the Board's approval to obtain maintenance and calibration services from Buxton USA of Lindenhurst, NY for a total cost of \$7,734.94.

If you need additional information, I am available at your convenience. Thank you for your attention to this matter.



# Sales Order

103385

Page 1 of 1

Sold To 11650 - SUFFOLK COUNTY WATER AUTHORITY  
KEVIN DURK, LAB MANAGER  
ACCOUNTS PAYABLE  
PO BOX 38  
OAKDALE, NY 11769

Order # 103385  
Order Date 2/23/22  
Desired Ship Date 4/1/22  
Promised Date N/A

Customer Order No.

Terms NET 30

FOB DEST

Ship Via DEIN

Carrier BUXTON

Freight Terms BILLED

Sales Rep TLN

Ship To SUFFOLK COUNTY WATER AUTHORITY  
GAVIN MARSDEN  
11650-00 LABORATORY  
260 MOTOR PARKWAY  
HAUPPAUGE, NY11788  
631-218-1116  
Gavin.Marsden@scwa.com

Qty	UOM	Description	Unit	Discount	Extended
6.00	YR	BXSRV206 - CONTRACT, MAINTENANCE, STERILIZER, SMALL CONSOLIDATED MODEL 3AV 011518 092018	2,872.47	0.00	\$17,234.82
6.00	EA	BXCAL001 - CALIBRATION, TEMPERATURE SENSORS ANNUAL CALIBRATION FOR (2) SMALL STERILIZERS	995.00	0.00	\$5,970.00
1.00	YR	BXSRV206 - CONTRACT, MAINTENANCE, STERILIZER, SMALL TWO (2) QUARTERS FROM PREVIOUS CONTRACT - MACHINE UNDER WARRANTY	-1,311.90	0.00	(\$1,311.90)

SERVICE CONTRACT  
APRIL 1, 2022 - MARCH 31, 2025

\*\*PARTS ARE NOT INCLUDED.

\*\*\* ALL PARTS NEEDED FOR REPAIR WILL BE QUOTED FOR APPROVAL PRIOR TO  
REPAIR.

Line Item Sub Total: \$21,892.92

Service Charge Total: \$0.00

Total Before Tax: \$21,892.92

Accepted by: \_\_\_\_\_

(Authorized agent of SUFFOLK COUNTY WATER AUTHORITY)



# Service Agreement

11650-00

Page 1 of 2

Contract Number: 11650-00

Client ID: 11650

Effective Date: 08/01/2022

Sales Order ID: 103385

Expiration Date: 07/31/2025

Client: SUFFOLK COUNTY WATER AUTHORITY

Contract Type: STANDARD

ACCOUNTS PAYABLE

Purchase Order: TBD

PO BOX 38

OAKDALE, NY 11769

---

## Scope of Agreement

Buxton Medical Equipment Corp. dba Buxton USA ("Buxton") agrees to provide maintenance services for all equipment listed in the "Equipment Covered" section of this agreement. Maintenance inspections will be rendered **FOUR (4)** times per year. This agreement includes all labor charges for service calls and repairs which may occur between scheduled maintenance inspections on covered equipment.

**After hours, emergency, holiday, factory, welding and programming labor will be invoiced accordingly to the nearest 15 minute interval. Contract period labor rates for all non-standard labor are detailed in the "Labor Rates" section of this agreement.**

Termination of the agreement may be made by either party, subject to 60 days written notice. Cause may include Buxton's failure to comply with the conditions of this agreement. Prorating to the nearest calendar quarter may apply.

## General Conditions of Agreement

1. Scheduled maintenance consists of a complete inspection of each unit on the "Equipment Covered" list FOUR (4) times per year. Services include adjustment, lubrication and labor involved in repairing or replacing worn parts. Agreement does not include services rendered by anyone other than an authorized Buxton service technician at client's site, factory staff, welding, replacement parts, solvents or lubricants, unless otherwise detailed in this agreement. Aforementioned items/services are furnished only upon authorization; supplemental billing will be made accordingly.
2. All work is to be performed during regular working hours (7:30am-4:30pm) unless otherwise specified.
3. Emergency Calls: This agreement provides coverage against wear or breakdown of equipment caused by normal use. Buxton will not be responsible for repairs or emergency calls necessitated by negligence or misuse of this equipment. Such repairs or emergency calls will be invoiced at our standard service rates.
4. Service-level Agreement (SLA): Buxton agrees to respond to service requests within one (1) business day. Service requests made outside of normal business hours may receive a response time of two (2) business days. Buxton will not be responsible for failure to meet this SLA under conditions beyond its control. These conditions may include but are not limited to: inclement weather, Federal holiday observance(s), technician/client schedule coordination, technician security/facility access, etc.
5. This agreement does not include work on, or material for, service lines, shutoff valves disconnect switches, or fittings furnished or installed by other than the manufacturer of said equipment. Such services will be invoiced at our standard rates.
6. The amounts mentioned hereafter do not include taxes for services or material.
7. Buxton is not responsible for failure to render service under conditions beyond its control.
8. Agreement rates are subject to review at the termination of each contract period. Necessary adjustments, if any, will be based upon the prevailing costs of labor and materials. Standard minimum rates are applicable when the itemized costs do not equal or exceed the prevailing costs.

---

Buxton USA 1178 Route 109, Lindenhurst, NY 11757 631-957-4500

\*\*\*\*\*Digital Signature Information\*\*\*\*\*

After all parties have signed, this document will include a Signature Certificate and Audit Log



# Service Agreement

11650-00

Page 2 of 2

Contract Number: 11650-00

Client ID: 11650

Effective Date: 08/01/2022

Sales Order ID: 103385

Expiration Date: 07/31/2025

Client: SUFFOLK COUNTY WATER AUTHORITY  
ACCOUNTS PAYABLE  
PO BOX 38  
OAKDALE, NY 11769

Contract Type: STANDARD

Purchase Order: TBD

### Equipment Covered By This Agreement

Equipment Type	Manufacturer	Model Number	Serial Number	Client Site/Location
AUTOCLAVE	CONSOLIDATED	MODEL 3AV	092018	N/A
AUTOCLAVE	CONSOLIDATED	MODEL 3AV	011518	N/A

### Contract Period Labor Rates

Service ID	Description	Rate Per Hour
BXLAB001	LABOR, SERVICE TECHNICIAN, STANDARD BUSINESS HOURS	175.00
BXLAB002	LABOR, SERVICE HELPER, STANDARD BUSINESS HOURS	150.00
BXLAB003	LABOR, SERVICE FIELD WELDER, STANDARD BUSINESS HOURS	245.00
BXLAB004	LABOR, SERVICE FIRE WATCH, STANDARD BUSINESS HOURS	175.00
BXLAB005	LABOR, SERVICE CERTIFIED WELDER, STANDARD BUSINESS HOURS	400.00
BXLAB006	LABOR, SERVICE TECHNICIAN, NON-STANDARD BUSINESS HOURS	250.00
BXLAB007	LABOR, SERVICE HELPER, NON-STANDARD BUSINESS HOURS	212.50
BXLAB008	LABOR, SERVICE FIELD WELDER, NON-STANDARD BUSINESS HOURS	245.00
BXLAB009	LABOR, SERVICE FIRE WATCH, NON-STANDARD BUSINESS HOURS	212.50
BXLAB010	LABOR, SERVICE CERTIFIED WELDER, NON-STANDARD BUSINESS HOURS	587.00
BXLAB011	LABOR, FACTORY STAFF	125.00
BXLAB012	LABOR, FACTORY WELDER	220.00
BXLAB013	LABOR, FACTORY CERTIFIED WELDER	315.00
BXLAB014	LABOR, SERVICE TECHNICIAN, JLG EMERGENCY SERVICE	175.00
BXLAB015	LABOR, ON-SITE PLC/HMI PROGRAMMING	400.00

### Annual Rate For Agreement

Annual rate for this agreement will be:

**\$21,892.92** (Twenty-One Thousand Eight Hundred Ninety-Two And 92 / 100 Dollars) if invoiced quarterly

**\$20,798.27** (Twenty Thousand Seven Hundred Ninety-Eight And 27 / 100 Dollars) if prepaid \*

\* A prepaid discount of 5.00% may be taken if a purchase order for this contract is received prior to the 8/1/2022 effective date.



LABORATORY DEPARTMENT  
260 Motor Parkway, Hauppauge NY 11788

Phone: 631-218-1112  
[mbrown@scwa.com](mailto:mbrown@scwa.com)

Fax: 631-563-0357

Email:

**INQUIRY FOR PRICE**

**THIS IS NOT AN ORDER**

Company	LBR Scientific, Inc.	RFQ#	Autoclave Maintenance and Calibration
Sales Rep	Tony DeCandia	Request Date:	7/22/2022
Fax #		Needed by:	ASAP
Email	Tony.decandia@lbrscientific.com	Vendor Quote #	
Description	Perform maintenance and calibration services outlined below for: (1) Electro-Steam Generator Corp. Autoclaves, model 8820SE(manufactured in 1994) (2) Consolidated Sterilizer Systems model # 3AV		
Service Period	From 08/01/22 - 07/31/25		
Location	SCWA Laboratory, 250 Motor Parkway, Hauppauge, NY 11788		

**Performance Agreement to cover the following services:**

Description	Amount - (Per Autoclave)
4 quarterly visits for inspection of the Sterilizer	\$1,500 per year per autoclave
One annual overhaul of the following: Door Gasket, Steam Traps (2), water solenoid valves, Boiler Inspection and Cleaning, Temperature and Pressure Calibration - as needed to be requested by SCWA	\$1,950 per year per autoclave
4 quarterly time verifications	Included with the calibration above
**A certificate of calibration, from a third party, must be provided for the instrumentation used to calibrate our autoclaves for pressure and temperature prior to the June calibration	Included with the calibration above
A performance report must be supplied by the vendor for each autoclave calibrated and emailed to Erdal.Kadioglu@scwa.com and Gavin.Marsden@scwa.com	Included
Travel Fee	\$170/hour only for service calls (It is included in the Inspections already)
Service calls outside of the quarterly inspection	\$170 per hour
Additional Parts	

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: August 2, 2022  
TO: Chairman/Members  
FROM: T.J. Kilcommons, P.E., Chief Engineer/Director of R&D   
SUBJECT: Resolution – North Country Road Well No. 1A, Deepening and Upgrade Authorized Capacity Miller Place, Town of Brookhaven

---

The Suffolk County Water Authority recently received a permit to replace well no. 1, in service since 1968, with a new in-kind replacement well no. 1A. However, in order to improve water quality at this site and to ensure the Suffolk County Water Authority has the capacity to meet current and future peak water demand in the Port Jefferson-Farmingville High Water Supply System distribution system, it is proposed to construct the new replacement well no. 1A with an upgraded authorized capacity from 1000 gallons per minute to 1,388 gallons per minute, and to deepen this replacement well from 283 feet to 800 feet, at the North Country Road well field located in Miller Place, Town of Brookhaven.

Kindly place the above captioned on the Agenda for the August 25<sup>th</sup> Board Meeting.

Approved by :

  
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

8/10/22  
Date

TJK:tcf  
Enclosures

cc: J.M. Pokorny, P.E.  
T.T Fuller, P.G..  
R. G. Bova, P.G.

The undersigned, Chairman of the Suffolk County Water Authority, hereby certifies that at a regular meeting of the Members of said public benefit corporation, duly called and held at the Authority's principal office at 4060 Sunrise Highway, Oakdale, County of Suffolk, New York, on August 25, 2022, the following resolution was adopted and that the same is in full force and effect:

"RESOLVED, to construct Well No. 1A to a depth of 800 feet and to increase the authorized capacity of the well to 1,388 gallons per minute at the North Country Road Well Field, 6.477-acre site, located south side of North Country Road, Approximately 380 feet west of Sunwood Drive, Miller Place, Town of Brookhaven; to equip the well with one (1) electrically-driven, deep well turbine pump, motor, piping, electrical controls and miscellaneous appurtenances; and be it

"FURTHER RESOLVED, that application be made to the Department of Environmental Conservation of the State of New York and that said application may be executed by any Member of the Authority, its Chief Executive Officer, or its Chief Engineer."

WITNESS my hand and seal of the Authority this 25th day of August, 2022, at Oakdale, New York.

---

Patrick G. Halpin, Chairman

(SEAL)

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**INTEROFFICE CORRESPONDENCE**

**DATE:** August 11, 2022  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** RFP 1583 – Business and Commercial Water Conservation Consultant Services

---

**Solicitation Process:**

The Authority issued a Request for Proposal (RFP) on June 21, 2022, to seek proposals from qualified firms to provide business and commercial water conservation consultant services to the Authority. The consultants are to audit local businesses on their water usage and advise them on best practices and individual-specific goals and improvements to reduce overall water consumption. The Invitation to Bid (ITB) was sent to six (6) firms. This solicitation to bid was posted on Empire State purchasing group (BidNet Direct) for fifteen (15) calendar days before the opening of bids on July 6, 2022.

As a result, the Authority received one (1) proposal from H2M Architects + Engineers in the amount of \$105,630.

The solicitation was previously sent under RFP No. 1578 in May 2022, but no bids were received.

**Recommendation:** Award to sole bidder as indicated below

**Comments:**

H2M has extensive experience consulting with on water conservation plans for water providers, industrial manufacturers, and other utilities. With their substantial knowledge of Suffolk County and the businesses we hope to reach, they are well situated to help get this program off the ground. After reviewing the proposal, SCWA is confident that H2M will provide the appropriate level of service to make this program a success.

We therefore request the Board's approval to award this RFP to H2M Architects + Engineers in the amount of \$105,630.

Reviewed by:

Jeff Szabo, Chief Executive Officer	L
E. Vassallo, Chief Financial Officer	L
D. Jones, Purchasing Director	L
D. Dubois, Director of External Affairs	L

1 Memo, 1 Tabulation & List of Bidders

**RFP 1583 – Business and Commercial Water Conservation  
Consultant Services**

**Bid Tab**

<p>H2M architects + engineers 538 Broad Hollow Road, 4<sup>th</sup> Floor East Melville, NY 22858</p>	<p>Consulting, Evaluation and Recommendation Services for Business and Commercial Sites, Regarding Water Conservation.</p> <p><b>\$105,630.00 - Total Bid Amount</b></p>
---	--



**RFP #1583**  
**Business and Commerical Water Conservation Consultant Services.**  
**Due Date: 07/06/2022**

ALC Environmental	39 W. 29 <sup>th</sup> St 8 <sup>th</sup> Floor	New York, NY 1001 info@alcenvironmental.co
GEI Consultant	1000 New York Avenue Suite B	Huntington Station, NY 11746 631-479-3510 <a href="mailto:grozmus@geiconsultants.com">grozmus@geiconsultants.com</a>
Environmental Consultants LLC	P.O. Box 3148	Poughkeepsie, NY 12603 845-486-1030 <a href="mailto:smance@ecnewyork.com">smance@ecnewyork.com</a>
H2M Architects + Engineers	538 Broad Hollow Rd 4th Floor East	Melville, NY 11747 <a href="mailto:jneri@h2m.com">jneri@h2m.com</a> <a href="mailto:rfp@h2m.com">rfp@h2m.com</a>
Hazen and Sawyer	498 Seventh Avenue	New York, NY 10018 212-539-7000 <a href="mailto:sgalst@hazenandsawyer.com">sgalst@hazenandsawyer.com</a>
JLC Environmental Consultants	243 W. 30 <sup>th</sup> Street # 701	New York, NY 212-420-8119 <a href="mailto:info@jlcenvironmental.com">info@jlcenvironmental.com</a>



**EXHIBIT D**

**CONTACT INFO.  
RFP NO. 1583**

**BUSINESS AND COMMERCIAL WATER CONSERVATION CONSULTANT SERVICES**

<b>Name:</b>	James J. Roberts, P.E.
<b>Signature:</b>	
<b>Title:</b>	Senior Vice President
	<b>PRINT OR TYPE NAME OF PERSON SIGNING PROPOSAL</b>

**PLEASE CHECK IF APPLICABLE**

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

<b>Company Name:</b>	H2M architects + engineers
<b>Company Address:</b>	538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
<b>Contact Person for Proposal Follow-Up:</b>	James J. Roberts, P.E., Senior Vice President
<b>Business Contact Telephone No.:</b>	(631) 756-8000 ext. 1017
<b>Cell Number:</b>	(646) 872-0838
<b>Fax Number:</b>	(631) 694-4122
<b>Date:</b>	7/5/22

**\*This page must be fully completed\***

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**DATE:** August 11, 2022  
**TO:** Jeffrey Szabo, CEO  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer/Director of R&D   
**SUBJECT:** Change Order for Plumbing Work at Oak Beach Water System project, Town of Babylon

---

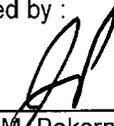
The Town of Babylon has been required by the Suffolk County Health Department to replace the existing water supply system in the Oak Beach community. To reduce costs to the community, the Town applied for and subsequently received a grant from NY State. When the work was bid by the Town, pricing was higher than expected. The Town also expressed a desire to have SCWA operate the new water supply system upon project completion. An operating agreement was reached that included cost reductions in the overall project that would be realized by allowing SCWA to do some of the construction. The Town retained the building contract while SCWA took responsibility for the plumbing / mechanical / electrical work including construction of the new well.

This arrangement, while a benefit to the community, presents some challenges with respect to the coordination of work on the project. SCWA has completed drilling the production well while preparing specifications to bid the mechanical work and procurement of the required Iron Removal system. Concurrently, the Town's building contractor, WHM, is constructing the treatment building foundation and walls as well as the elevated generator platform. The work required to complete the concrete floor slabs and walls includes the placement of wall sleeves and penetrations that piping and electrical conduit will travel through. This work is typically handled under the plumbing contract but that is not yet bid.

The best way to do this while avoiding project delays is to have the building contractor perform the work as he forms up the concrete work. This would be easy enough to do if all the contractors worked for SCWA but WHM is under contract to the Town. We are therefore requesting that the Board approve the payment of WHM by SCWA to keep the project moving forward. SCWA Engineers have received quotes from WHM that is believed to be a fair estimate of the work required (see attached). The total amount of the change order is \$17,724.45.

If this meets with your approval, please place this on the agenda for Board approval at their August 2022 meeting. If you have any further questions regarding the above, please contact me.

Attach : WHM quotes  
Cc: J. Pokorny, P.E.  
File

Approved by :   
\_\_\_\_\_  
Joseph M. Pokorny, P.E.  
Deputy CEO for Operations

8/12/22  
Date



6H Enterprise Drive  
East Setauket, New York 11733  
Phone: 631.473.3568  
Fax: 631.473.3762

August 10, 2022

SCWA

Attn : Peter Schembri

Re: Town of Babylon - Oak Beach Water District – BAB1601

Dear Peter,

We are pleased to submit our lump sum proposal for: Loop 2 – 1” water lines in slab and wrap with ArmaFlex. Install 4” PVC Loop in slab.

Labor:	2 Plumbers – 7 hours	\$1,960.00
Material:	Coil 1- K	\$569.60
	1-1/8 ArmaFlex	\$60.00
	Tie Wire	\$24.00
	1 - 4x10 PVC	\$70.64
	2 – 4” ell	\$60.09
	2 – 4” Caps	\$12.20
	1 – Glue/Cleaning	<u>\$31.90</u>
	Total Material	\$828.43
	Total Labor	<u>\$1,960.00</u>
		\$2,788.43
	15% O/P	<u>\$418.26</u>
	<b>Total</b>	<b><u>\$3,206.69</u></b>

We intend to furnish and install material and labor as described above for the total sum of **\$3,206.69 (Three thousand two hundred and six dollars and sixty nine cents)**.

Should this proposal meet with your approval, kindly sign below where indicated and return to our office so we may expedite this matter.

Sincerely,

William H. Mauff  
President

APPROVED BY \_\_\_\_\_ DATED \_\_\_\_\_

**From:** [lori.kazic@ferguson.com](mailto:lori.kazic@ferguson.com)  
**To:** [John Martirano](mailto:John.Martirano)  
**Subject:** FW: Email Bid# B239305  
**Date:** Wednesday, August 10, 2022 10:37:33 AM

---

Sorry for the delay !

**Lori Kazic**  
**Sales Team Manager**  
**Northeast—District 25**

**Ferguson Enterprises**  
900 Sylvan Avenue, Bayport NY 11705  
T: (631) 823-4300 C: (516) 398-4706  
E: [Lori.Kazic@Ferguson.com](mailto:Lori.Kazic@Ferguson.com)

[www.Ferguson.com](http://www.Ferguson.com)

**Click here: [Check out the Proflo digital catalog](#)**

**From:** Lori Kazic - 2393 NORTHEAST <[lori.kazic@ferguson.com](mailto:lori.kazic@ferguson.com)>  
**Sent:** Wednesday, August 10, 2022 10:32 AM  
**To:** Lori Kazic <[lori.kazic@ferguson.com](mailto:lori.kazic@ferguson.com)>  
**Subject:** Email Bid# B239305

## Price Quotation # B239305

### FEL- BAYPORT DC, NY #3504

900 SYLVAN AVE  
BAY PORT, NY 11705-1012

Phone : 631-823-4300  
Fax : 631-823-4312

---

<b>Bid No.....:</b> B239305	<b>Cust Phone:</b> 631-473-3568
<b>Bid Date...:</b> 08/10/22	<b>Terms.....:</b> 2% 10TH NET 30TH
<b>Quoted By:</b> LMK	<b>Ship To.....:</b> WHM PLUMBING & HTG CONTRS INC
<b>Customer.:</b> WHM PLUMBING & HTG CONTRS INC	6 H ENTERPRISE DRIVE
6 H ENTERPRISE DRIVE	YOUR PLUMBING CO
YOUR PLUMBING CO	EAST SETAUKET, NY 11733
EAST SETAUKET, NY 11733	

**Cust PO#..:** OAK BEACH

**Job Name.:** OAK BEACH

Item	Description	Quantity	Net Price	UM	Total
KSOFTG60	1X60 K SOFT COP TUBE	60	949.333	C	569.60
J161118	1-1/8 ID X 1/2 UNSLIT INSUL TUBE	6	2.000	FT	12.00

P40PP10	4X10 FT PVC DWV S40 PE PIPE	10	706.400	C	70.64
PDWVLS9P	4 PVC DWV LS 90 ELL	2	30.046	EA	60.09
PFETCP	4 RUB TEST CAP	2	6.100	EA	12.20
HER60015	1 PT PVC CMNT	1	16.500	EA	16.50
H60460	1 PT PVC CLR PRMR	1	15.400	EA	15.40

Subtotal: \$756.43

Inbound Freight: \$0.00

Tax: \$65.24

Order Total: \$821.67

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>. Govt Buyers: All items quoted are open market unless noted otherwise.

**LEAD LAW WARNING:** It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with \*NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**COVID-19 ORDER:** ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Enter the following link to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=3505&on=636238>



6H Enterprise Drive  
 East Setauket, New York 11733  
 Phone: 631.473.3568  
 Fax: 631.473.3762

August 2, 2022

SCWA

Attn : Peter Schembri

Re: Town of Babylon - Oak Beach Water District – BAB1601

Dear Peter,

We are pleased to submit our lump sum proposal for thirteen (13) three (3) inch floor drains with stubs through floor and eight (8) galvanized deck sleeves installed.

**Floor Drains**

Material:	Floor drains	\$261.60 ea.	
	Pipe	\$7.65 ea.	
	3" Couplings	\$10.54	
	Riser clamps	<u>\$22.51</u>	
		\$302.30 x 13 =	\$3,929.90
Labor:	2 Plumbers, layout, drill deck, assemble Drains and set – 1-1/2 hrs each		
		\$412.50 per drain x 13 =	\$5,362.50

**Sleeves**

Material:	8 steel galvanized sleeves w/ concrete stop	<u>\$3,331.74</u>
	15% O/P	<u>\$1,893.62</u>
	<b>Total</b>	<b><u>\$14,517.76</u></b>

We intend to furnish and install material and labor as described above for the total sum of **\$14,517.76 (Fourteen thousand five hundred and seventeen dollars and seventy six cents).**

Should this proposal meet with your approval, kindly sign below where indicated and return to our office so we may expedite this matter.

Sincerely,

William H. Mauff  
 President



6H Enterprise Drive  
East Setauket, New York 11733  
Phone: 631.473.3568  
Fax: 631.473.3762

---

APPROVED BY \_\_\_\_\_ DATED \_\_\_\_\_

**\*\*ATTORNEY WORK PRODUCT AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATIONS\*\***

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE MEMORANDUM**

**TO:** Chairman, Board Members and CEO

**FROM:** Timothy J. Hopkins, Chief Legal Officer *Timothy J. Hopkins*

**DATE:** August 15, 2022

**RE:** Proposed Cooperative Agreement with Water Authority of North Shore

---

The Water Authority of North Shore (WANS) came into existence on February 1, 2022 after the New York Legislature created it with the passage of Public Authorities Law Article 5, Title 5-a. The WANS board is comprised of six unpaid members of a board of directors. The WANS currently has no staff and no money and is currently operating through the donated time of the appointed board members.

The initial purpose of the WANS is to acquire, either through negotiation or eminent domain, a portion of the New York American Water Service Corporation that serves portions of the Nassau County's North Shore (Old Brookville, Sea Cliff, Roslyn Harbor, a portion of the City of Glen Cove, Glen Head, and Glenwood Landing). Although the WANS presently has no money, there is a state appropriation of \$1 million available to it. WANS simply has to apply to receive the funding. It also appears that there will be an annual appropriation, at least through the start up period of the WANS. However, therein lies part of the problem for the WANS. It has no staff to make the application and no bank account in which to deposit the appropriation.

A similar issue was present with the creation of the Central Pine Barrens Joint Planning and Policy Commission in or about 1995, and the SCWA stepped in to help with the start up of the Pine Barrens Commission in a manner similar to what is being proposed with the WANS.

Currently, there is a schedule that was created by the Public Service Commission for the sharing of information between the WANS and New York American Water (now Liberty Utilities) about the possible sale of Liberty's North Shore service territory. The PSC schedule lasts for a period of approximately two years. The proposed cooperative agreement between the WANS and the SCWA (attached) is intended just to cover this period of operations of the WANS. If the WANS is successful with its acquisition, it would have to determine how it would operate the newly acquired water system in the future.

The proposed cooperative agreement between the WANS and the SCWA would provide

**\*\*ATTORNEY WORK PRODUCT AND CONFIDENTIAL  
ATTORNEY-CLIENT COMMUNICATIONS\*\***

staff services to the WANS with SCWA personnel. SCWA personnel would apply for the WANS's \$1 million appropriation and other grants and funds. SCWA would open a bank account on behalf of the WANS and make deposits and withdrawals on behalf of the WANS. SCWA would provide risk services so that the WANS could procure insurance to cover the WANS board members related to their board functions. SCWA would provide IT services so the WANS could set up a website and have its own email addresses. SCWA would provide staff to support WANS board meetings and other administrative services so the WANS could effectively operate. It is estimated that it would take no more than about ten hours per month to support WANS board meetings. All of these services would be provided for an annual administrative fee of five percent of the WANS' annual \$1 million budget appropriation, or \$50,000 per year.

Finally, SCWA would provide initial legal services to the WANS to get it off on sound legal footing and make an evaluation of the scope of legal services the WANS may need as part of the acquisition process. Because these services are likely to be variable, the proposed agreement indicates that such services will be provided on an hourly basis. Ultimately, if the acquisition includes substantial litigation, it may be appropriate for the WANS to hire a separate outside law firm to represent the WANS in such litigation (as indicated in the proposed cooperative agreement).

Alicia Simson, SCWA's Internal Audit Manager, crunched the numbers for the administrative fee and the hourly legal services set forth in Exhibit 1 of the proposed agreement. The terms and conditions of the cooperative agreement are substantially the same in concept as the terms and conditions between the SCWA and the Pine Barrens Commission, and that agreement has been successful for over 25 years.

However, things do not always go as planned or anticipated. Thus, included in the proposed cooperative agreement with the WANS is a provision that the WANS can cancel the agreement on 30 days notice, and the SCWA can cancel the agreement on 90 days notice. The WANS board requested 90 days so that it would have enough time to find an alternative manner to operate if the SCWA made a determination to terminate.

Please let me know if you have any questions or concerns about the proposed cooperative agreement. If you are so inclined, the agreement could be considered at the SCWA's August Board meeting. It is my understanding that the WANS board has already authorized the execution of the proposed cooperative agreement.

**Cooperative Agreement Between**

**THE WATER AUTHORITY OF NORTH SHORE**

**and**

**THE SUFFOLK COUNTY WATER AUTHORITY**

**AGREEMENT** made this \_\_\_ day of August, 2022, by and between the Water Authority of North Shore, a corporate government agency constituting a public benefit corporation having its principal office and place of business at Attention James W. Versocki, Esq. Negotiations Committee, 300 Sea Cliff Avenue, Sea Cliff, New York 11579 (hereinafter "WANS") and the Suffolk County Water Authority, a public benefit corporation having its principal office and place of business at 4060 Sunrise Highway, Oakdale, New York 11769 (hereinafter "SCWA").

**WITNESSETH:**

**WHEREAS**, the WANS was created under Public Authorities Law ("PAL") Article 5, Title 5-a and was given the power and the duty to, among other things, enter into cooperative agreements with other authorities within or without the territorial limits of the district created by PAL § 1114-c (hereinafter "District") for the exchange or interchange of services and commodities and to do all things necessary, convenient or desirable to carry out its purposes and for the exercise of the powers granted under PAL Article 5, Title 5-a; and

**WHEREAS**, the SCWA was created under PAL Article 5, Title 4 and was given the power and the duty to, among other things, enter into cooperative agreements with other water authorities for the exchange or interchange of services and commodities or for any other lawful purposes necessary or desirable and to do all things necessary or convenient to carry out the powers expressly given or necessarily implied in PAL Article 5, Title 4; and

**WHEREAS**, the WANS and the SCWA find it necessary, convenient and desirable to enter into this cooperative agreement (hereinafter "Agreement") to provide for the exchange and interchange of services and commodities; and

**WHEREAS**, the WANS and the SCWA hereby find, determine and declare that this Agreement is for the benefit of the people of the municipalities within the District, the County

of Suffolk and the State of New York;

**NOW THEREFORE**, in consideration of the premises and the terms and conditions set forth herein and for other good and valuable consideration, the WANS and the SCWA agree as follows:

1. The SCWA shall provide assistance to the WANS to apply for and receive grants and other funds appropriated or designated for the WANS in law and to apply for any gifts or grants of funds or property or financial or other aid in any form from the federal government or any agency or instrumentality thereof, or from the state or any agency or instrumentality thereof, or from any other source, for any or all of the purposes specified in PAL Article 5, Title 5-a, and to comply with the terms and conditions thereof. SCWA shall disclose to WANS if it is simultaneously applying for competitive grants that WANS is also applying for.

2. The SCWA shall provide negotiation support as directed by the board of WANS to the WANS for the acquisition of that portion of the water system in Nassau County being serviced by Liberty Utilities f/k/a New York American Water Service Corporation as its Sea Cliff operations district as of January 1, 2018 and lying north of the area serviced by the Jericho Water District, in accordance with the timeline set forth in the Joint Proposal attached to the State of New York Public Service Commission Order Adopting Terms of Joint Proposal, Approving Stock Purchase Agreement and Long-Term Indebtedness, with Additional Requirements, dated December 14, 2021.

3. The SCWA shall provide legal or other professional support to the WANS to the extent needed and requested by the WANS, shall assist the WANS in making a determination as to whether the WANS should utilize the services of an outside law firm or other professionals, and shall assist the WANS prepare a request for proposals for such outside law firm, if necessary.

4. The SCWA shall provide finance and accounting services to the WANS necessary for the WANS to conduct its business, including but not limited to, assistance in establishing budgets and compliance with financial reporting requirements set forth in the PAL and other

laws of the State of New York and the United States of America.

5. The SCWA shall provide risk management services to the WANS necessary for the the WANS to conduct its business, including but not limited to, the procurement of insurance to protect the interests of the WANS Board of Directors.

6. The SCWA shall provide Information Technology support to the WANS, including but limited to, the creation of a WANS website and email domain for the Board of Directors.

7. The SCWA and the WANS agree that all correspondence and reporting regarding the WANS shall be subject to the prior approval of the WANS Board of Directors.

8. SCWA shall pay, on behalf of the WANS, the salaries and benefits of each SCWA employee that performs work on or on behalf of the WANS. The amount of salary and benefits for all SCWA employees other than employees in the SCWA's Legal Department and the SCWA's Director of External Affairs shall be included in the administrative fee set forth in paragraph 12, below. The amount of salary and benefits to be paid by SCWA to the employees of SCWA's Legal Department and Director of External Affairs shall be equal to the number of hours each such employee performs work on or on behalf of the WANS multiplied by the employee's hourly Total Basic Pay Plus Benefits at the time the work was performed. The hourly rate for Total Basic Pay Plus Benefits in the SCWA's Legal Department and the SCWA's Director of External Affairs is set forth in Exhibit A.

9. The WANS shall promptly authorize the reimbursement to SCWA the amounts paid in Total Basic Pay Plus Benefits to SCWA employees performing work for or on behalf of the WANS. Notwithstanding the foregoing, SCWA shall not be entitled to reimbursement for the time spent by SCWA employees providing administrative services on or on behalf of the WANS pursuant to paragraph 12 below.

10. During the term of this Agreement, SCWA shall pay, on behalf of the WANS, all costs and expenses of the WANS, as approved and directed by the WANS Board of Directors.

11. During the term of this Agreement, the WANS shall transfer to the SCWA at the

earliest possible date all funds that it receives from the State of New York or any other source for administrative purposes during the term of this Agreement. The WANS shall not deposit any of these funds with any other entity. Notwithstanding any other term of this Agreement, no funds shall be due and owing to the SCWA from the WANS until such time as it secures its first appropriation of monies pursuant to General Municipal Law § 239-bb or until such time as it first secures monies from some other source to fund the operations of the WANS.

12. During the term of this Agreement, SCWA shall earn an annual administrative fee of five percent (5%) of each annual budget appropriation allocated to the WANS in the adopted New York State budget or other legislation for each particular fiscal year. All funds received on behalf of WANS shall be and remain WANS assets, and the WANS Board of Directors will be solely responsible for authorizing the use of any such funds and assets. SCWA will disburse such funds and assets only in accordance with the directions of the WANS. The administrative fee shall reimburse SCWA the cost of the administrative services the SCWA provides the WANS as set forth in Exhibit A. These services include, but are not limited to, reimbursement for office space occupied by the WANS in a SCWA building, if any, utilities used by the WANS, if any, maintenance of the WANS office space, if any, cleaning services for the WANS office space, if any, human resources services, administrative services, such as payroll, accounts payable and purchasing, performed for or on behalf of the WANS upon direction of the WANS Board of Directors. The SCWA shall provide a full accounting to the WANS Board of Directors of any funds disbursed on behalf of the WANS.

13. During the term of the Agreement, all funds paid over to SCWA by the WANS pursuant to this Agreement shall be paid or transferred to third parties by the SCWA solely in accordance with the terms of this Agreement.

14. During the term of this Agreement, each party agrees to defend, indemnify and hold harmless, to the extent permitted by law, the other party, and its officers, employees and agents from and against all liabilities, claims, damages, costs and expenses, including reasonable attorney's fees, arising out of the actions of their respective members, officers, employees and agents pursuant to this Agreement. Notwithstanding the forgoing, this indemnity excludes any action which is caused by the gross negligence or intentional misconduct of one of the parties.

15. During the term of this Agreement, the interest of each party, as additional insured with no responsibility for payment of premium, shall be added to the each party's general liability policy and excess liability insurance policy during the course of this Agreement. The amount of such additional coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 per aggregate under the general liability policy and \$5,000,000 per occurrence and per aggregate under the excess policy. Such coverages shall be provided by an insurance company or companies licensed to do business in New York and rated by A. M. Best at A- or better or as reasonably acceptable to the parties.

16. This Agreement may be terminated by either party as follows: (a) by WANS giving SCWA thirty (30) days written notice of its intent to terminate the Agreement or (b) by SCWA giving WANS ninety (90) days written notice of its intent to terminate the Agreement. In the event the Agreement is terminated, SCWA shall provide to the WANS a statement of the funds expended for the costs and expenses of the WANS for which reimbursement has not yet been paid to SCWA by the WANS. The WANS shall promptly reimburse SCWA for such costs and expenses. Any remaining funds held by SCWA shall be promptly released to the WANS. This provision shall survive the termination of this Agreement.

17. The Term of this Agreement shall be from September 1, 2022 until August 31, 2024.

18. This Agreement may be executed in counterparts, and pdf signatures are valid as if originals.

IN WITNESS whereof, the WANS has caused this Agreement to be signed by its Chairman of the Board of Directors, duly authorized, and the SCWA has caused this Agreement to be signed by its Chairman of the Board of Members, duly authorized, on the day and year first above written.

Water Authority of North Shore

Suffolk County Water Authority

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

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

## EXHIBIT A

**WATER AUTHORITY OF NORTH SHORE AGREEMENT  
YEAR 1 FEE ANALYSIS**

<b>REIMBURSABLE COSTS - REIMBURSED DIRECTLY TO SCWA</b>	<b>Hourly Rate</b>
Legal Department Labor Costs - To be billed on an hourly basis. includes payroll and benefit costs (subject to annual/promotional increases)	
Chief Legal Officer	\$222
General Counsel	\$160
Attorney	\$121
Legal Department Administrator	\$80
Director of External Affairs	\$104
**Third party purchases and travel costs billed directly to NSWA	
<b>ADMINISTRATIVE COSTS - REIMBURSED THROUGH ADMINISTRATIVE FEE</b>	<b>Cost</b>
Finance Dept Costs (Draft budgets, manage payables, financial reporting requirements, procurement, supervision)	\$25,735
Risk Management Costs (Research and procure necessary insurance policies)	\$2,826
Information Technology Costs (Website/email creation including support)	\$7,436
Personnel Administration Costs: Risk Management, Human Resources, Payroll, Internal Audit, Telecom, Information Technology	\$5,001
Miscellaneous Costs - office space, utilities, equipment, maintenance, supplies, fleet	\$3,028
<b>TOTAL ADMINISTRATIVE COSTS (ESTIMATED)</b>	<b>\$44,027</b>
<b>RECOMMENDED ADMIN FEE - 5%</b>	<b>\$50,000</b>

**FINANCE AND PURCHASING DEPT FUNCTIONS**

Personnel	Employee	Hourly Rate	Rate w/Benefits	Hours	Annual Cost
Chief Financial Officer	Beth Vassallo	\$ 84.62	\$ 156.55	12	\$ 1,878.56
Deputy Chief Financial Off.	Chris Cecchetto	\$ 71.80	\$ 132.83	12	\$ 1,593.96
Accounting Manager	Hannan Stephanie	\$ 47.95	\$ 88.71	25	\$ 2,217.69
Accounting Supervisor	Allison Cadmus	\$ 41.84	\$ 77.40	52	\$ 4,025.01
Senior Clerk	Claribel Serranto	\$ 40.63	\$ 75.17	52	\$ 3,908.61
Director of Procurement	Dane Jones	\$ 58.97	\$ 109.09	50	\$ 5,454.73
Procurement Agent	Steven Blevins	\$ 33.33	\$ 61.66	50	\$ 3,083.03
Internal Auditor	Alicia Simson	\$ 55.66	\$ 102.97	25	\$ 2,574.28
<b>Estimated Hours and Annual Cost</b>				<b>278</b>	<b>\$ 25,230.57</b>

**RISK MANAGEMENT FUNCTION**

Personnel	Employee	Hourly Rate	Rate w/Benefits	Hours	Annual Cost
Director of Risk Mgmt	Chas Finello	\$ 73.41	\$ 135.81	20	\$ 2,716.17
<b>Estimated Hours and Annual Cost</b>				<b>20</b>	<b>\$ 2,770.49</b>

**INFORMATION TECHNOLOGY FUNCTION**

Personnel	Employee	Hourly Rate	Rate w/Benefits	Hours	Annual Cost
Director of Information Tech.	Steven Galante	\$ 79.23	\$ 146.58	12	\$ 1,758.91
Network Engineer	Michael Riegger	\$ 41.93	\$ 77.57	25	\$ 1,939.26
Application/Server Admin.	Gregory Wahl	\$ 42.27	\$ 78.20	25	\$ 1,954.99
IT Programmer	Various	\$ 32.31	\$ 59.77	25	\$ 1,494.34
<b>Estimated Hours and Annual Cost</b>				<b>87</b>	<b>\$ 7,290.44</b>

**PERSONNEL ADMINISTRATION**

Personnel	Employee	Hourly Rate 2022	Hourly Rate Plus Benefits
<b>Risk Management</b>			
Risk Manager	Mabel Smith	\$47.45	\$87.78
<b>Human Resources</b>			
Benefits Manager	Nora Cairo	\$48.72	\$90.13
Employee Data/Leaves Specialist	Joanne Berberich	\$36.92	\$68.30
Worker's Comp Specialist	Open	\$36.92	\$68.30
Human Resources Assistant	Charissa Taylor	\$28.21	\$52.19
<b>Payroll</b>			
Payroll Manager	Megan Cameron	\$47.95	\$88.71
Payroll Accountant	Meghan Van Gelder	\$34.94	\$64.64
Payroll Clerk	Cherise Anderson	\$40.63	\$75.17
<b>Internal Audit</b>			
Internal Audit Manager	Alicia Simson	\$55.66	\$102.97
Internal Auditor	Milton Turcios	\$35.90	\$66.42
<b>Information Technology</b>			
Senior SAP System Analyst (HR)	Prameela Grandhi	\$56.02	\$103.64
SAP Programmer/Analyst	Patrick Fields	\$45.40	\$83.99
Application/Server Administrator	Grehory Wahl	\$42.24	\$78.14
Network Engineer	Mike Riegger	\$41.93	\$77.57
Basis Administrator	George Gonzalez	\$43.83	\$81.09
IT Manager	Patrick Brady	\$49.44	\$91.46
Data Center Technician	Debra Annessa	\$44.14	\$81.66
Lead IT Technician	Eric McDowell	\$33.85	\$62.62
Telecommunications Manager	Marlon Hoffman	\$43.74	\$80.92
Telecommunications Technician	Electra Bennett	\$32.24	\$59.64
SAP/ERP Lead Programmer	Ron Kuhlman	\$56.92	\$105.30
<b>Executive Costs</b>			
Chief Executive Officer	Jeffrey Szabo	\$124.10	\$229.59
Director of Administration	Donna Mancuso	\$88.21	\$163.19
Executive Assistant to CEO	Adina Beedenbender	\$43.59	\$80.64

Chief Technology Officer	Michael Litka	\$88.21	\$163.19
Board Members (5 part-time)	Patrick Halpin	\$355.77	\$355.77
			\$2,663.02
Number of Employees			554
Personnel Administration Rate per Employee/Hour			\$ 4.81
Total hours of staff working on NSWA (estimated)			1000
<b>Personnel Administration (Hourly Rate*Estimated Hours)</b>			<b>\$ 4,903.03</b>

#### MISCELLANEOUS COSTS

Office Space - Assumed 50 sqft per 1/2 FTE - rate of \$50		\$ 2,500.00	
Labor Costs for Facilities Personnel:			
Facilities Personnel	Employee	Hourly Rate 2022	Hourly Rate Plus Benefits
Director of Gen Svc	Jeffrey Kleinman	\$64.90	\$120.07
Facilities Manager	Hannah Pell	\$43.27	\$80.05
Facilities Assistant	Thomas Werner	\$30.02	\$55.54
Facilities Supervisor	Steve Broznya	\$45.81	\$84.75
Maintenance Person	Union	\$44.41	\$82.16
Maintenance Person	Union	\$44.41	\$82.16
Maintenance Person	Union	\$44.41	\$82.16
Maintenance Person	Union	\$44.41	\$82.16
Maintenance Person	Union	\$44.41	\$82.16
			\$766.22
Number of hours per employee for (based on company-wide sq footage)			0.27
Annual Cost to Maintain 50 sq. Office Space			\$ 206.88
Operational Costs for Facilities (based on 50sq feet):			
Annual Facilities O&M Budget	Total Sq. Feet	Cost Per Sq Ft	Total Sq Ft
\$ 1,949,000.00	303,128	\$ 6.43	\$ 321.48
<b>Total Misc Costs - Office Space, Maintenance, Utilities</b>			<b>\$ 3,028.36</b>

#### Assumptions:

Salaries adjusted for estimated 2% annual increase, effective 1/1/2023

Total company square feet 303,128, assumed usage 50 sqf = .25

Total hours on project 1000 (Legal and Administrative), which is equivalent to 1/2 of one FTE

## Salaries as of 7.29.2022

Last Name	First Name	Employee Group	Organizational Unit	Position	Total basic pay	Plus Benefits
Cadmus	Allison	Management	Accounting	Supervisor of Accounting	\$41.82	\$77.37
DoringTimpe	Trisha	Union	Accounting	Bookkeeping Clerk	\$40.63	\$75.17
Bragg	Gerri	Union	Accounting	Senior Clerk	\$40.63	\$75.17
Anderson	Cherise	Union	Accounting	Senior Clerk	\$40.63	\$75.17
Arpino	Donna	Union	Accounting	Senior Clerk	\$40.63	\$75.17
Serrano	Claribel	Union	Accounting	Senior Clerk	\$40.63	\$75.17
Salamone	Stacey	Union	Accounting	Clerk	\$36.11	\$66.80
Sabellico	Christina	Union	Accounting	Clerk	\$36.11	\$66.80
Montes	Ana	Union	Accounting	Clerk	\$36.11	\$66.80
Rivera	Amanda	Union	Accounting	Clerk	\$36.11	\$66.80
Johnson	Jennaya	Union	Accounting	Clerk - Temporary	\$36.11	\$66.80
Mancuso	Donna	Executive	Administration	Deputy CEO for Administration	\$88.21	\$163.18
Brozyna	Steven	Management	Facilities	Facilities Supervisor	\$45.81	\$84.76
Fallon	James	Union	Facilities	Maintenance Person	\$44.41	\$82.16
Barbieri	Michael	Union	Facilities	Maintenance Person A	\$44.41	\$82.16
Scordamaglia II	Louis	Union	Facilities	Maintenance Person A - Temporary	\$44.41	\$82.16
Turner	James	Union	Facilities	Maintenance Person	\$44.41	\$82.16
Pell	Hannah	Management	Facilities	Facilities Manager	\$43.27	\$80.05
Doscher	Joseph	Management	Facilities	Facilities Project Manager	\$41.83	\$77.38
Russo	Ronald	Union	Facilities	Maintenance/Utility Person	\$41.67	\$77.09
Hurst	Douglas	Union	Facilities	Utility Person	\$40.72	\$75.33
Bellone	Chad	Management	Facilities	Contracts Administrator	\$36.61	\$67.72
Hurst	Stephen	Management	Facilities	Facilities Inspector	\$34.97	\$64.70
Greene	Jamie	Management	Facilities	Asst. to Director of General Services	\$31.46	\$58.20
Werner	Thomas	Management	Facilities	Facilities Assistant	\$30.02	\$55.53
Vassallo	Elizabeth	Executive	Finance	Chief Financial Officer	\$84.62	\$156.54
Cecchetto	Christopher	Executive	Finance	Deputy Chief Financial Officer	\$71.80	\$132.82
Schneider	Melissa	Management	Finance	Administrative Assistant	\$28.21	\$52.18
Hannan	Stephanie	Management	Financial Services	Manager of Accounting	\$47.95	\$88.71
Preller	Laurie	Management	Financial Services	Accountant	\$44.90	\$83.07
Svensden	Kristen	Management	Financial Services	Accountant	\$41.09	\$76.01
Hankers	Sarah	Management	Financial Services	Accountant	\$39.54	\$73.15
Adams	Joseph	Management	Financial Services	Accountant	\$39.10	\$72.34
Gerstmann	Joshua	Management	Financial Services	Accountant	\$32.31	\$59.77
Kleinman	Jeffrey	Executive	General Services	Director of General Services	\$64.90	\$120.07
Touchet	James	Management	GIS	GIS Distribution Engineer	\$54.73	\$101.24
Moore	Dennis	Management	GIS	GIS Systems Analyst	\$54.61	\$101.02
Feldman	Charles	Management	GIS	Senior GIS Analyst	\$38.27	\$70.80
Withers	Thomas	Management	GIS	GIS Specialist	\$37.49	\$69.36
Gormley	Caitlin	Management	GIS	GIS Technician II	\$30.26	\$55.97
Cairo	Nora	Management	Human Resources	Benefits Manager	\$48.72	\$90.13
Berberich	Joanne	Management	Human Resources	Employee Data/ Leaves Specialist	\$36.92	\$68.31
Taylor	Charissa	Management	Human Resources	Human Resources Assistant	\$28.21	\$52.18
Litka	Michael	Executive	Information Technology	Chief Technology Officer	\$88.21	\$163.18
Galante	Steven	Executive	Information Technology	Director of Information Technology	\$79.23	\$146.58
Gonzalez	George	Management	Information Technology	Basis Administrator	\$43.83	\$81.09
Simson	Alicia	Management	Internal Audit	Internal Audit Manager	\$55.66	\$102.97
Brady	Patrick	Management	IT Infrastructure	IT Manager	\$49.44	\$91.46
Riegger	Michael	Management	IT Networking	Network Engineer	\$41.93	\$77.56
Cabales	Kerry	Union	IT Operations	Senior Data Center Technician	\$48.38	\$89.50
Grant	Bianca	Union	IT Operations	Data Center Technician	\$46.25	\$85.56
Annessa	Debra	Union	IT Operations	Junior Data Center Technician	\$44.14	\$81.66
Legg	Austin	Union	IT Operations	Junior Data Center Technician	\$44.14	\$81.66
Kuhlman	Ronald	Management	IT Programming	SAP/ERP Lead Programmer	\$56.92	\$105.31
Grandhi	Prameela	Management	IT Programming	Senior SAP System Analyst	\$56.02	\$103.63
Otis	Keath	Management	IT Programming	Senior Programmer/Analyst	\$51.42	\$95.13
Fields	Patrick	Management	IT Programming	SAP Programmer/Analyst	\$45.40	\$83.98
Spadaro	Michael	Management	IT Programming	Junior SAP Programmer	\$38.56	\$71.33
Christine	William	Management	IT Programming	Junior SAP Programmer	\$32.31	\$59.77
Behrhof	Alexander	Management	IT Programming	Junior SAP Programmer	\$32.31	\$59.77
Wahl	Gregory	Management	IT Systems and Appl	Application/Server Administrator	\$42.27	\$78.21
Hopkins	Timothy	Executive	Legal	Chief Legal Officer	\$120.00	\$222.00
Milazzo	John	Executive	Legal	General Counsel	\$86.50	\$160.03
Malik	Bilal	Management	Legal	Attorney	\$65.39	\$120.96
Kennedy	Kimberly	Management	Legal	Legal Dept Administrator	\$43.28	\$80.06
Szabo	Jeffrey	Executive	Office of CEO	Chief Executive Officer	\$124.10	\$229.59
Dubois	Daniel	Management	Office of CEO	Director of External Affairs	\$56.41	\$104.36
Beedenbender	Adina	Management	Office of CEO	Executive Asst/Secretary to the Boa	\$43.59	\$80.64
Besemer	Dana	Management	Office of CEO - Admi	Receptionist/Administrative Assistan	\$23.67	\$43.79
Fuller	Tyrand	Executive	Office of Strategic Ini	Director of Strategic Initiatives	\$73.12	\$135.27

## Salaries as of 7.29.2022

Last Name	First Name	Employee Group	Organizational Unit	Position	Total basic pay	Plus Benefits
Bova	Richard	Executive	Office of Strategic Ini	Deputy Director of Strategic Initiative	\$57.61	\$106.57
Pokorny	Joseph	Executive	Operations	Deputy CEO Of Operations	\$103.08	\$190.69
Durk	Bridget	Management	Operations	Water Quality Sample Coordinator	\$47.11	\$87.15
Cameron-Piccola	Meghan	Management	Payroll	Payroll Manager	\$47.95	\$88.71
Van Gelder	Megan	Management	Payroll	Accountant	\$34.94	\$64.64
Jones	Dane	Executive	Purchasing	Director of Purchasing	\$58.97	\$109.10
Costa	Juanita	Union	Purchasing	Senior Clerk	\$40.63	\$75.17
Congiusta	Catherine	Union	Purchasing	Clerk	\$36.11	\$66.80
Stewart	Vonciel	Management	Purchasing	Procurement Agent I	\$33.33	\$61.67
Blevins	Steven	Management	Purchasing	Procurement Agent I	\$33.33	\$61.67
Finello	Charles	Executive	Risk Management	Director of Risk Management	\$73.41	\$135.80
Smith	Mabel	Management	Risk Management	Risk Manager	\$47.45	\$87.77
Newton Smith	Wendy	Management	Risk Management	Administrative Assistant	\$30.78	\$56.95
Hoffman	Marlon	Management	Telecommunications	Telecommunications Manager	\$43.74	\$80.92
Bennett	Electra	Management	Telecommunications	Telecommunications Technician	\$32.24	\$59.64
Lehning III	Robert	Management	Transportation	Fleet Manager	\$52.03	\$96.25

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *JCM*

**RE:** South River Road Water Main Project  
Commitment to Budget

**DATE:** August 22, 2022

---

Suffolk County Water Authority intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, the extension of 21,000 linear feet of water main to the vicinity of South River Road in Calverton. The project will connect 98 homes to the SCWA distribution system. Currently there is no public water in the water main extension project delineated area. The EFC will determine which projects it will fund.

SCWA has identified several methods for paying the extension cost, including, a pay as it goes funding option, which will utilize existing funds within SCWA's Capital Budget and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

A Department of Environmental Conservation permit or permits is required for a direction drill under a freshwater wetland. SCWA or the DEC, or both, will review the environmental impacts of the project. Given the timeframe for submission of EFC applications, it would be appropriate to authorize the CEO or his designee to make a SEQRA determination as appropriate without further Board action.

Therefore, please have the Board consider adopting the following resolutions:

*I. Resolved, Suffolk County Water Authority is committed to designing and constructing the South River Road water main extension and funding its design and construction through SCWA's annual Capital Budget, and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.*

and

*II. Resolved, the CEO or his designee is authorized to issue determinations under SEQRA related to the South River Road Water Main Project.*

Thank you.

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel   
**RE:** Old Country Road Westhampton Water Main Extension Project  
**DATE:** August 22, 2022

---

Suffolk County Water Authority intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, the extension of 7,500 feet of water main to the vicinity of Old Country Road in Westhampton. The area is in a Suffolk County Department of Health Services priority area. The project will connect 64 homes to the SCWA distribution system. This project would extend water main to road without public water main and reduce the surcharge for all homes within the project area. The EFC will determine which projects it will fund.

SCWA has identified several methods for paying the extension cost, including, a pay as it goes funding option, which will utilize existing funds within SCWA's Capital Budget and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

This project is identified as a SEQRA Type II action under both the State Environmental Quality Review regulations and under the Suffolk County Water Authority's list of Type II actions adopted in accordance with 6 NYCRR Section 617.5.

SEQR regulations, 6 NYCRR Section 617.5(c)(11) provides that the following actions are Type II actions:

extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.

Suffolk County Water Authority's list of Type II actions at Section 617.13(a)(10) provides as follows:

The installation of transmission lines for the purpose of connecting to new or existing residential or commercial structures.

Therefore, please have the Board consider adopting the following resolutions:

*I. RESOLVED, To declare the Old Country Road Westhampton Water Main Extension Project to be a Type II activity under the New York State Environmental Quality Review Act, its implementing regulations and the SCWA's Type II list,*

and

*II. Resolved, SCWA is committed to designing and constructing the Old Country Road Water Main Extension Project and funding its design and construction through SCWA's annual Capital Budget, and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.*

Thank you.

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel   
**RE:** Speonk Connection Project  
Commitment to Budget  
**DATE:** August 22, 2022

---

Suffolk County Water Authority intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay, in part, for water main surcharges, service lines, taps, vaults, and surcharges for approximately 69 homes to the SCWA distribution system in a Suffolk County Department of Health Services priority area. No main is required for this project. The EFC will determine which projects it will fund.

SCWA has identified several methods for paying for the project, including, a pay as it goes funding option, which will utilize existing funds within SCWA's Capital Budget and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

This project is identified as a SEQRA Type II action under both the State Environmental Quality Review regulations and under the Suffolk County Water Authority's list of Type II actions adopted in accordance with 6 NYCRR Section 617.5.

SEQR regulations, 6 NYCRR Section 617.5(c)(11) provides that the following actions are Type II actions:

extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.

Suffolk County Water Authority's list of Type II actions at Section 617.13(a)(10) provides as follows:

The installation of transmission lines for the purpose of connecting to new or existing residential or commercial structures.

Therefore, please have the Board consider adopting the following resolutions:

*I. RESOLVED, To declare the Speonk Connection Project to be a Type II activity under the New York State Environmental Quality Review Act, its implementing regulations and the SCWA's Type II list,*

And

*II. Resolved, SCWA is committed to designing and constructing the Speonk Connection Project and funding its design and construction through SCWA's annual Capital Budget, and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Advanced Oxidation Process Treatment, Jennings Road, Lloyd Harbor  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, Advanced Oxidation Process (AOP) systems at the Jennings Road wellfield and pump station in Lloyd Harbor.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There are three wells at the Jennings Road wellfield and pump station that currently require treatment and SCWA proposes installing AOP treatment on each of them. Each system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the systems will either be installed in an existing granular activated carbon (GAC) treatment building(s) on the site or new small accessory building(s), containing less than 4,000 square feet in total and attached or next to the GAC building(s) will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. Resolved, SCWA declares the construction of three AOP systems at the Jennings Road wellfield and pump station to be a Type II action because the AOP systems and storage building will involve construction or expansion of a non-residential structure(s) involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Jennings Road wellfield and pump station AOP systems not funded through an EFC grant.*

Thank you.

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Oak Beach Connection Project  
**DATE:** August 24, 2022

---

Suffolk County Water Authority intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay, in part, for service lines for approximately 56 homes to the Oak Beach distribution system in Oak Beach, in the Town of Babylon. No main is required for this project. The EFC will determine which projects it will fund.

SCWA entered into an agreement with Babylon to construct and operate the system for the Town. The Town will reimburse SCWA for the costs of the improvements required for the system and the improvements covered by this project will be added to the Town's costs. Any grant funds will be used to offset these costs.

Until the Town reimburses these costs, SCWA will pay for the Project from one of the following options, including, a pay as it goes funding option, which will utilize existing funds within SCWA's Capital Budget and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

This project is identified as a SEQRA Type II action under both the State Environmental Quality Review regulations and under the Suffolk County Water Authority's list of Type II actions adopted in accordance with 6 NYCRR Section 617.5.

SEQR regulations, 6 NYCRR Section 617.5(c)(11) provides that the following actions are Type II actions:

extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list.

Suffolk County Water Authority's list of Type II actions at Section 617.13(a)(10) provides as follows:

The installation of transmission lines for the purpose of connecting to new or existing residential or commercial structures.

Therefore, please have the Board consider adopting the following resolution:

*RESOLVED, To declare the Oak Beach Connection Project to be a Type II activity under the New York State Environmental Quality Review Act, its implementing regulations and the SCWA's Type II list.*

And

*II. Resolved, SCWA is committed to designing and constructing the Oak Beach Connection Project and funding its design and construction through SCWA's annual Capital Budget, and if necessary, such funding will be supplemented from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *JW*

**RE:** Advanced Oxidation Process Treatment, Wicks Path, South Commack  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Wicks Path pump station in South Commack.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Wicks Path pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Wicks Path wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Wicks Path wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Advanced Oxidation Process Treatment, Wheeler Road, Hauppauge  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Wheeler Road pump station in Hauppauge.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Wheeler Road pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Wheeler Road wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Wheeler Road wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *JCM*

**RE:** Advanced Oxidation Process Treatment, South Spur Drive, East Northport  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, Advanced Oxidation Process (AOP) systems at the South Spur Drive pump station in East Northport.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There are two wells at the South Spur Drive pump station and wellfield that currently require treatment and SCWA proposes installing AOP treatment on each of them. Each system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the systems will either be installed in an existing granular activated carbon (GAC) treatment building(s) on the site or new small accessory building(s), containing less than 4,000 square feet in total and attached or next to the GAC building(s) will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. Resolved, SCWA declares the construction of two AOP systems at the South Spur wellfield and pumpstation to be a Type II action because the AOP systems and storage building will involve construction or expansion of a non-residential structure(s) involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the South Spur wellfield and pump station AOP systems not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Advanced Oxidation Process Treatment, Oxhead Road, Stony Brook  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Oxhead Road pump station in Stony Brook.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Oxhead Road pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Oxhead Road wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Oxhead Road wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Advanced Oxidation Process Treatment, North Washington Avenue, Centereach  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the North Washington Avenue pump station in Centereach.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the North Washington Avenue pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the North Washington Avenue wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the North Washington Avenue wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *JCM*

**RE:** Advanced Oxidation Process Treatment, Montauk Point State Boulevard,  
Montauk  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, Advanced Oxidation Process (AOP) systems at the Montauk Point State Boulevard wellfield and pump station in Montauk.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There are two wells at the Montauk Point State Boulevard pump station that currently require treatment and SCWA proposes installing AOP treatment on each of them. Each system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the systems will either be installed in an existing granular activated carbon (GAC) treatment building(s) on the site or new small accessory building(s), containing less than 4,000 square feet in total and attached or next to the GAC building(s) will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and

not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. Resolved, SCWA declares the construction of two AOP systems at the Montauk Point State Boulevard wellfield and pump station to be a Type II action because the AOP systems and storage building will involve construction or expansion of a non-residential structure(s) involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Montauk State Boulevard wellfield and pump stations AOP systems not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *Jm*

**RE:** Advanced Oxidation Process Treatment, Mill Lane, Huntington Harbor  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Mill Lane pump station in Huntington Harbor.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Mill Lane pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Mill Lane wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Mill Lane wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JCM*  
**RE:** Advanced Oxidation Process Treatment, Kings Park Road, Commack  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Kings Park Road pump station in Commack.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Kings Park Road pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Kings Park Road wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Kings Park Road wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel 

**RE:** Advanced Oxidation Process Treatment, Horseblock Road, Farmingville  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Horseblock Road pump station in Farmingville.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Horseblock Road pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Horseblock Road wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Horseblock Road wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel   
**RE:** Advanced Oxidation Process Treatment, Hawkins Road, Centereach  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Hawkins Road pump station in Centereach.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Hawkins Road pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Hawkins Road wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Hawkins Road wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO  
**FROM:** John C. Milazzo, General Counsel *JM*  
**RE:** Advanced Oxidation Process Treatment, Cornell Drive, Smithtown  
SEQRA Classification and Commitment to Budget  
**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Cornell Drive pump station in Smithtown.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Cornell Drive pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Cornell Drive wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Cornell Drive wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

## SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel 

**RE:** Advanced Oxidation Process Treatment, Albany Avenue, North Amityville  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, an Advanced Oxidation Process (AOP) system at the Albany Avenue pump station in North Amityville.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There is a well at the Albany Avenue pump station that currently requires treatment and SCWA proposes installing AOP treatment on it. The system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the system and its attendant controls and piping will either be installed in an existing granular activated carbon (GAC) treatment building on the site or a new small accessory building, containing less than 4,000 square feet and attached or next to the GAC building will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. RESOLVED, SCWA hereby declares that the construction of the AOP system at the Albany Avenue wellfield and pump station is a Type II action because the AOP systems and storage building will either require no new building or will involve the construction or expansion of a non-residential structure involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Albany Avenue wellfield and pump station AOP system not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**TO:** Jeffrey W. Szabo, CEO

**FROM:** John C. Milazzo, General Counsel *JCM*

**RE:** Advanced Oxidation Process Treatment, Ruth Boulevard, Commack  
SEQRA Classification and Commitment to Budget

**DATE:** August 15, 2022

---

Suffolk County Water Authority (SCWA) intends on submitting a grant application to the New York State Environmental Facilities Corporation (EFC) to pay for, in part, Advanced Oxidation Process (AOP) systems at the Ruth Boulevard wellfield and pump station in Commack.

Each EFC application must contain a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the activity for which funding is sought, that the activity is exempt from SEQRA review or is a Type II action, and therefore not subject to SEQRA review. EFC will select the projects to fund.

There are two wells at the Ruth Boulevard wellfield and pump station that currently require treatment and SCWA proposes installing AOP treatment on each of them. Each system will contain two principal components, a reactor, a tube like chamber containing a UV light source and a hydrogen peroxide feed system.

As deemed appropriate by Engineering, the systems will either be installed in an existing granular activated carbon (GAC) treatment building(s) on the site or new small accessory building(s), containing less than 4,000 square feet in total and attached or next to the GAC building(s) will be constructed to store the system. SCWA may be required to treat the other wells at the well field in the future.

Simply stated AOP works through the interaction of UV light, hydrogen peroxide and 1,4 dioxane. The chemical byproducts of this reaction are then removed by passing the treated water through a granular activated carbon system.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(7) provides that the following actions are Type II actions:

construction or expansion of a primary or accessory/appurtenant, nonresidential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls, but not radio communication or microwave transmission facilities;

EFC requires that grant applicants provide a resolution identifying a plan to pay for the systems' cost not funded through an EFC grant. SCWA established a Water Quality Treatment Charge that will be used to pay for the systems' cost and if necessary, such funding will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

Therefore, please have the Board consider adopting the following two resolutions:

*I. Resolved, SCWA declares the construction of two AOP systems at the Ruth Boulevard wellfield and pump station to be a Type II action because the AOP systems and storage building will involve construction or expansion of a non-residential structure(s) involving less than 4,000 square feet of gross area in total.*

And

*II. Resolved, SCWA, declares that Water Quality Treatment Charge funds, and existing funds, or bond proceeds will be used to pay for the Ruth Boulevard wellfield and pump station AOP systems not funded through an EFC grant.*

Thank you.

**SUFFOLK COUNTY WATER AUTHORITY  
OAKDALE**

**INTEROFFICE MEMORANDUM**

**DATE:** August 18, 2022

**TO:** Jeffrey W. Szabo, Chief Executive Officer

**FROM:** Janice E. Tinsley, Deputy CEO for Customer Service & Chief Diversity and Equity Officer

**SUBJECT:** Request Approval of Wasted Water Credit for Cassia Meiguo Properties, LLC – 791 Daniels Lane, Sagaponack

---

A wasted water credit has been requested for the account at 791 Daniels Lane, Sagaponack. The account is listed under the company name of Cassia Meiguo Properties, LLC. Mr. Derek Sulger is the contact person.

In February 2022, as part of the normal meter reading process, the AMR meter equipped indicated the possibility of a leak at 791 Daniels Lane, Sagaponack. Customer Service followed its standard procedures for addressing possible leaks on outside meters and dispatched a field technician to confirm the existence of a leak. The leak was confirmed on February 28, 2022. The same day, a customer service clerk attempted to contact the customer by telephone. The message stated that no calls were being accepted at the time. The clerk then sent a leak letter to the two email addresses on file and mailed a copy of the letter via USPS.

Customer Service did not receive a response to our attempts to contact someone until mid-April when Mr. Sulger called to advise that he had just received the letter sent to him via USPS. Later in the day, during a subsequent conversation, Mr. Sulger expressed his displeasure with not being contacted by SCWA earlier. He was advised that we had tried to reach him three different ways. Customer stated that the number on file was for the former owner. He also stated that he had not received our emails at either address. (Please note: We have confirmed that the emails were sent to the addresses provided and currently used to correspond with the customer.)

In an email, to the authority's Chief Legal Officer, Timothy Hopkins, Mr. Sulger wrote that he received the leak letter in the mail "around 4/10" and contacted SCWA to have someone come out and check the meter. He said "no one from SCWA showed up but I opened the manhole cover in the street and saw the meter spinning. We turned the water off at the street ourselves..." In my attempt to verify Mr. Sulger's claim, the first call I could locate was received at 8:38 AM on April 14<sup>th</sup>. In that call, Mr. Sulger can be heard telling the clerk that he

received notification the day before. He asks that we send a representative to verify the existence of a leak. The clerk dispatched a field technician to the site and the work order was completed at 11:52AM the same day. The technician verified the existence of an underground leak and notated "water off at vault, he is calling plumber for repairs. "

After repairs were made, Mr. Sulger submitted documentation of the repair work and requested a wasted water credit. The receipt from J & M Long Island, Inc., shows the repair work was done on 4/15/22 and 4/18/22. I denied the credit request on 6/2/2022 for failure to make timely repairs. I noted that we had attempted to contact the customer using three different methods.

Additionally, the account billed on March 1, 2022, and showed 1,518.50 ccf of water usage between November 2021 – February 2022, totaling \$3,250.85. (The average consumption for the same period in the prior two years was 27.90 ccf.) According to Mr. Sulger, he did not receive the February bill. Between the February (March bill) and May (June bill) meter reads, another 5,701.50 ccf of water consumption was recorded. Thus, resulting in a total bill amount of \$16,222.45 (including \$147.3 late charges) for the six-month period. This amount was paid in full on June 28, 2022.

Unfortunately, due to the severe leak, the excess water consumption placed the account in the category of highest water consumers. Articles written about top water users listed Mr. Sulger's name. Mr. Sulger has advised Mr. Hopkins that he has received several negative comments due to the newspaper articles. Therefore, he has reiterated his request for a wasted water credit.

Based upon our standard policy for issuing wasted water credits, Customer Service believes a credit of \$1,705.99 is in order. This is based on the excess consumption recorded between November 2021 – February 2022. However, the Board, at its discretion can additionally credit all or part of the remaining excess consumption recorded between February 2022 – May 2022. This amount totals \$6,485.26 (or 5,701.50 ccf). Together, if full credit is awarded for the entire period, the total amount would be \$ 8,191.25.

If this meets with your approval, please place this on the agenda for the next meeting of the board.

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**



**INTEROFFICE CORRESPONDENCE**

**DATE: August 5<sup>th</sup>, 2022**

**TO: Jeff Szabo, CEO**

**CC: Donna Mancuso**

**FROM: Jeff Kleinman**

**SUBJECT: *IFMA World Workplace Conference & Expo Attendance***

---

IFMA's World Workplace Conference & Expo is the largest, most highly acclaimed facilities and management conference in the world. Established in 1995, World Workplace is the original forum for groundbreaking discussions on facility management and the wider built environment. It's where all workplace professionals come to discover innovative FM technologies, build valuable relationships and sharpen essential skills. In addition

We are requesting that the board approves the attendance for Jeff Kleinman-Director of General Services and Hannah Pell-Facilities Manager to attend this year's conference & expo taking place from September 25<sup>th</sup> to September 30<sup>th</sup>, 2022, in Nashville, Tennessee. Through this conference & expo we will participate in the following:

- A facilities sustainability education course.
- An expo featuring manufactures and vendors from around the world featuring the latest advancements in technology and best practices.
- Dozens of seminars including: Best Practices for Workplace Strategy, Hybrid Workplace Strategy, Asset Management, Security Operations, Strategic Sustainability, HVAC Retrofitting and Refurbishment...

**The estimated cost per person is \$3,362 for travel, hotel/meals, registration, and education courses, with a total cost of \$6,724.**

We respectfully request this be submitted to the SCWA Board for approval.

Thank you,

Jeff Kleinman

Director of General Services

**SUFFOLK COUNTY WATER AUTHORITY**  
**INTEROFFICE MEMORANDUM**

**TO:** Jeff Szabo, Chief Executive Officer

**FROM:** Tyrand Fuller, Director, Office of Strategic Initiatives

**RE:** Conference attendance request for SI/GIS

**DATE:** August 15 2022

---

Enclosed is a Seminar/Convention Attendance Request form for Myself and Brad Feldman to attend this year's Annual Northeast Arc Users Group (NEARC) Conference. The conference focuses on GIS developments, new technologies, best practices, as well as ESRI technical workshops. Jim Touchet, Richard Bova, Tom Withers and I attended the virtual conference in 2021. The group found it very beneficial and came back with an increased knowledge of GIS techniques and the ESRI software products. Due to the Covid pandemic the conference was cancelled in 2020.

The conference is being held in Bretton Woods, New Hampshire from November 6<sup>th</sup> to November 9<sup>h</sup> 2022. The total conference fee is estimated to be \$2,750 for all individuals.

If approved, I ask that this be presented to the Board Members for their consideration at their August 2022 meeting.

If you have any questions regarding the above, please do not hesitate to contact me.

Enc.

cc: D. Mancuso



**SEMINAR/CONVENTION ATTENDANCE**  
**AND**  
**TRAINING REQUEST FORM**

**INSTRUCTIONS:** This form should be completed whenever an employee requests attendance at a seminar, convention, or training session. The completed form should be forwarded to the Chief Human Resources Officer after appropriate departmental approvals have been received for final authorization and processing.

Employee Name: T.T. Fuller, B. Feldman Title: Director, GIS Sr. Analyst  
Department: Office of Strategic Initiatives

Seminar/Course/Training Requested: (attach literature and completed registration form) \_\_\_\_\_  
2022 Northeast Arc (NEArc) Users Group Conference

Date(s) of Training: November 6th - November 9th 2022 Number of Hours/CEU: \_\_\_\_\_  
Location: Bretton Woods, New Hampshire

Expected Benefits: Attend classes, learn about new GIS developments, techniques, software, technology, learn from peers (Federal, stat, local, private)  
who develop, manage and implement GIS

Projected costs:  
Course: \$ 1050 Travel: \$ \_\_\_\_\_ Food/Lodging: \$ 1700 Auto Rental: \$ \_\_\_\_\_

**TOTAL: \$ 2750**

Training/Seminar actual costs should be allocated to general ledger account 502602 - \_\_\_\_\_ - 100075.  
(Your Dept. Cost Center)

Training related (lodging, food, travel) actual costs should be allocated to general ledger account 502600- \_\_\_\_\_ -100075.  
(Your Dept. Cost Center)

**APPROVALS:**

[Signature] 8/16/22

Department Head//Date

[Signature]  
Deputy CEO for Administration//Date

Deputy CEO/Date

[Signature]  
Chief Executive Officer/Date

\_\_\_\_\_  
Authorizing Resolution (If costs exceed \$1,500)

*Original to Employee, Copy to Department Head, and Copy to Human Resources Department*

**SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**TO:** Members of the Board  
**FROM:** Jeff Szabo, Chief Executive Officer  
**DATE:** August 17, 2022  
**SUBJECT:** Edwin C. Tiff Jr. Water Supply Symposium September 14-15, 2022

---

The American Water Works Association will be hosting the Tiff Water Supply Symposium in Syracuse New York on September 14 and 15, 2022. This is an excellent opportunity for various members of SCWA employees to learn about the drinking water industry and share information with their colleagues.

The following members of the Authority will be attending:

Joseph Pokorny, Deputy Chief Executive Officer for Operations  
Ty Fuller, Director of Strategic Initiatives  
Tim Hopkins, Chief Legal Officer  
Alex Rodack, Associate Mechanical Engineer  
Doug Brown, Engineering Inspector  
Scott Blom, Associate Civil Engineer

The cost to register for the event is \$355 per person, with an estimated hotel cost of \$438 plus taxes and fees for the hotel, totaling approximately \$793 per person.

**SUFFOLK COUNTY WATER AUTHORITY**  
**Oakdale, Long Island, New York**

**I N T E R O F F I C E   C O R R E S P O N D E N C E**

**TO:** Members of the Board

**FROM:** Jeff Szabo, Chief Executive Officer

**DATE:** August 17, 2022

**SUBJECT:** Association of Metropolitan Water Agencies Executive Management Conference – October 30- November 3, 2022, Savannah, Georgia

---

The Association of Metropolitan Water Agencies is hosting their Executive Management Conference this fall, from October 30 to November 3, 2022, in Savannah, Georgia. As a member of the Executive Committee of AMWA, it is important to be in attendance to share ideas in organizational development and leadership courses. There will also be an emphasis on best practices for addressing supply chain issues and mitigating rising material costs.

I am requesting the board approve for my attendance at a registration cost for the conference of \$950 with estimated hotel and travel fees of \$1,535.61 for an approximate total cost of \$2,485.61.

August 25, 2022

Invoice Breakdown

**Millber Makris Plousadis & Seiden, LLP**

Jennifer Chieffo

\$4,290.00

**Heslin Rothenberg Farley & Mesiti P.C.**

7-22-2022

\$521.60

**Bond, Schoeneck & King PLLC**

8-3-2022

\$2,859.00

**Dvirka & Bartilucci**

Verizon Albany Avenue B18 Upgrade

\$1,249.75

T- Mobile Pleasant Ave V2 OR Upgrade

\$617.00

T-Mobile Hurtin Blvd V3 OR Upgrade

\$1,850.50

T-Mobile West Prospect St Upgrade

\$1,143.25

**SUFFOLK COUNTY WATER AUTHORITY  
OAKDALE**

**I N T E R O F F I C E   M E M O R A N D U M**

**DATE:** 8/24/2022  
**TO:** Jeffrey W. Szabo, Chief Executive Officer  
**FROM:** Tim Motz, Director of Communications  
**SUBJECT:** Conservation Message on Electronic Billboard

---

Due to an issue of timing, the Communications department is seeking retroactive approval from the Board for an expenditure of \$4,750 from the Communications budget for the display of electronic messages urging water conservation on the two electronic billboards on Sunrise Highway in Hampton Bays. With the urgency of making sure the messages were up and running during the current stretch of hot and dry weather, it was essential to have the messages designed and displayed prior to the August Board meeting.

The company we contracted with to display the messages, Vector Media Holding Corp., agreed to run the messages, which urged local residents to stop watering their lawns between midnight and 7 a.m., for a one-week period as a free PSA, with an option for additional run time as part of a paid ad campaign. The company subsequently agreed to two additional weeks for the price of one, meaning that we essentially received three weeks of time on the billboards for the price of one week.

As this was an extremely important initiative for SCWA and a great value, I respectfully request that the Board authorize the \$4,750 payment to Vector.



**CONTRACT FOR: MEDIA SERVICES**

**Customer Name** Suffolk County Water Authority  
**Customer Contact Name** Timothy Motz  
**Customer Contact Email** tim.motz@scwa.com

**Date** August 22, 2022

**Sales Rep** Joseph Turner  
**Sales Rep Email** jturner@vectormedia.com

**Billing Address** 4060 Sunrise Highway  
 Oakdale, NY 11769

**Advertiser** Suffolk County Water Authority

**Billing Contact Name**  
**Billing Phone Number** (631) 563-0396

**Product**  
**Campaign Number** 220819003-0

**Billing Email** tim.motz@scwa.com

**Billing Schedule** Four Weeks  
**Invoice Type** Standard

**Contract Type** New

**Contract Start Date** August 22, 2022

**MARKET**

**HAMPTONS, NY**

The undersigned, acting either on its own behalf or as authorized agent on behalf of the Advertiser listed above, hereby contracts with Vector Media Holding Corp. for the display of the Advertiser's advertising copy on the Media Format(s) listed below for the Number of Periods stated below commencing on the Start Date listed below and subject to the terms and conditions set forth herein as well as in the Standard Terms and Conditions, attached hereto and made a part hereof.

**ARTWORK MUST BE RECEIVED AT VECTOR MEDIA BY:**

**August 8, 2022**

*Any artwork received after this date may cause delays in posting and Start Date, the effect of which shall be borne by Advertiser.*

SHOWING	QTY	MEDIA FORMAT	PERIOD LENGTH	PERIOD	START DATE	END DATE	COST PER PERIOD	TOTAL PRODUCT COST
N/A	1.00	Digital Billboard-H102D-Flip	2.00	Weeks	August 22, 2022	September 4, 2022	\$9,500.00	\$4,750.00
N/A	1.00	Digital Billboard-H104D-Flip	2.00	Weeks	August 22, 2022	September 4, 2022	\$0.00	\$0.00

**Total Net Amount: \$4,750.00**

**TERMS AND CONDITIONS**

1. This Contract is non-cancelable.
2. Costs associated with production, installation and removal of advertising are additional unless otherwise noted herein.
3. All artwork must be submitted for approval by Vector Media prior to production. No nudity or profanity will be accepted.
4. Transit vehicles may go out of service for maintenance at any time.
5. Order, pricing and acceptance is based on art supplied to our specifications. All prices are due and payable when rendered or date of shipment, whichever is later. A late charge of 1.5% per month (18% per sum or the maximum allowed by law, whichever is less) may be applied to all billings not paid within 45 days. If this contract is filed with a collection agency or an attorney for collection, Advertiser shall pay Vector Media's collection fees and reasonable attorney fees, even though no suit or action is filed.
6. Following receipt of the final proof from Vector, the client will be permitted one revision to the artwork. Any additional requested changes to the artwork will come at a cost to the client in the amount of \$500 per revised proof.
7. Production, installation and removal charges are not inclusive of sales or use tax, which will be assessed as applicable on your final invoice.

*All terms of this contract are also subject to the additional Standard Terms and Conditions.*

**Accepted and Agreed to By Advertiser / Agency**

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**Accepted and Agreed to By Vector Media Holding Corp**

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

# VECTOR MEDIA HOLDING CORP.

## Standard Terms and Conditions

1. Vector Media Holding Corp (herein "Company" or "the Company") is providing the contracted services to the advertiser or advertising agency on behalf of the advertiser (either being referred to herein as "Advertiser", at Advertiser's request and instruction. The Company will execute the campaign as instructed by Advertiser in a professional and workmanlike manner and to the best of its ability. In the event that, following the execution of the Agreement, Advertiser requests the Company to undertake any actions or services that extend beyond or differ from the scope of the Agreement, the Company must first approve of such changes and the parties shall document the changes in an amended version of the Agreement.

2. The Agreement(s) between the parties and all rights, duties and obligations hereunder are personal to the parties and may not be assigned, sublicensed, encumbered, or otherwise transferred, in whole or in part, by either party without the prior written consent of the other party, except that either Party may, without the consent of the other party, assign its rights and obligations under this Agreement to (i) any purchaser of all or substantially all of the assets of such party; (ii) any purchaser of all or substantially all of the equity ownership interests in a party or in such party's direct or indirect parent company; (iii) any successor to such party's business by merger; or (iv) any parent company, an affiliate or subsidiary of such party, whether or not in existence at the time of the execution of this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties.

3. Advertiser agrees to furnish all advertising copy and/or artwork to the Company for the contracted advertising, at its sole expense unless otherwise contemplated in a separate production contract, and to deliver the same to the Company at least ten (10) business days before the campaign start date. If advertising copy and/or artwork is not received in a timely manner, the advertising materials may not be posted timely with respect to the campaign start date and, in such an event, the Company shall be under no obligation to guarantee the full length of the campaign as contemplated by this Contract. In the event Advertiser fails to deliver the advertising copy and/or artwork to the Company at least ten (10) business days before the campaign start date, Advertiser may elect to pay an expedited fee (a "Rush Fee") to expedite production of the campaign. In the event Advertiser elects to pay a Rush Fee, the following amounts shall apply:

(i) Copy/artwork delivered between five (5) and ten (10) business days prior to the campaign start date will require a Rush Fee payment equal to 5% of the total contracted production amount.

(ii) Copy/artwork delivered less than five (5) business days prior to campaign start date will require a Rush Fee payment equal to 10% of the total contracted production amount.

If Advertiser elects to pay a Rush Fee, the Company will make commercially reasonable efforts to post the advertising materials by the later of (a) two (2) business days from the campaign start date; or (b) six (6) business days from receipt of the approved copy/artwork (the "Rush Fee Posting Date"). Notwithstanding the foregoing, the Rush Fee Posting Date shall be extended by an additional five (5) business days for any campaign involving "embellishments." If the Company is unable to meet the Rush Fee Posting Date, Advertiser shall be entitled to a pro-rata refund or credit of any related Rush Fee amounts charged in association with such delay. The Company shall have the right to adjust the Rush Fee Posting Date in the event that the posting was delayed due to further delays caused by Advertiser or any reasons outside of the Company's reasonable control (i.e. acts of god, inclement weather, labor strikes).

Additionally, in the event of the late provision of advertising materials, the Company may continue to use the contracted space for alternative copy with no liability to the Company for the use of such space. The Company shall not be held responsible for unused advertising materials not requested for return by Advertiser within ten (10) days from the expiration of contract term. The Company shall not be held liable for the return of any materials used by it in the course of its performance under this Contract.

4. In the event that Advertiser is providing advertising copy for the applicable campaign, Advertiser shall be required to provide excess advertising materials in an amount not to be less than 20% over the contracted number to ensure the Company has adequate replacement materials should Advertiser's copy be damaged, defaced, mutilated, spoiled, lost or stolen. Any and all text and images contained in such advertising copy, and the material used, shall be subject to approval by the Company as well as any required party with whom the Company has contracted for the applicable media space (the "Media Partner"). Such approval is required prior to any production of advertising materials and any decision as to acceptability shall be final and without liability to either the Company or the Media Partner

5. In the event that the contracted advertising, together with any renewals, results in advertising copy remaining on any media space for longer than twelve (12) consecutive months, Advertiser shall be responsible for the cost associated with producing and installing replacement advertising materials. Under no circumstance shall advertising copy be allowed to remain on any media space for more than twelve (12) consecutive months.

6. In the event that, due to no fault of its own, the Company is unable to provide the contemplated space for the length of time contracted for in this Contract, the Company shall provide Advertiser with available alternate and/or additional media space of equal or greater value to any delay or omission to ensure that Advertiser receives the full value of the contract (a "Make Good"). Any Make Good shall be agreed upon by the parties in advance as to acceptable media space and duration. The Company shall post an advertisement for a given campaign within five (5) days of the scheduled start date (the "Posting Period"). In the event that an advertisement is posted following the expiration of a given Posting Period, and such delay is not either directly or indirectly caused by Advertiser, the Company shall provide the Advertiser with a Make Good.

7. In the event that the advertising campaign includes Transit Media (defined herein), the Company shall make commercially reasonable efforts to ensure operation of such Transit Media throughout that campaign. From time to time, certain vehicles may require maintenance or other servicing during a given advertising campaign, thereby rendering them "Out of Service". In the event that a vehicle or vehicles is Out of Service for greater than (3) days, the Company shall provide to the best of its ability a Make Good for any Out of Service time exceeding (3) days. "Transit Media" is any form of advertising offered to the Advertiser by the Company which involves the use of a vehicle, or vehicles, including but not limited to buses, trolleys, and taxi cabs.

8. Subject to, and in consideration of the terms and conditions of this Agreement, Advertiser grants to the Company a limited non-exclusive, non-transferable, terminable, royalty-free license to use and reproduce the Advertiser's trademarks set forth in any advertising copy or other asset delivered by Advertiser containing any symbol, trademark or trade dress owned by or licensed by Advertiser (collectively, the "Licensed Marks") or the trademarks of a third-party, for which Advertiser holds a license. The Company's use of the Licensed Marks hereunder shall consistent with the instructions of Advertiser. The Company shall not use the Licensed Marks in any way different from that presented and expressly authorized by Advertiser. Advertiser shall indemnify and hold harmless the Company and each applicable Media Partner against any liability to which they may be subjected as a result of the advertising material displayed under this Contract, including, but not limited to, liability for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or trade practices, as well as all reasonable costs, including attorney's fees, in defending any such action or actions. Advertiser further hereby agrees to indemnify and hold harmless the Company from any loss, liability, damage, or costs, including court costs and attorneys' fees (collectively "Damages"), that the Company may incur due to the contracted services, so long as such Damages were not caused by negligence of the Company.

9. For any event or charter-related service, upon request, the Company will provide applicable certificates of insurance covering Advertiser for any damages directly related to the operation of any vehicles or negligent acts or omissions of the Company's personnel. At all times during the term of the Agreement, the Company agrees to maintain at its own expense appropriate levels of insurance, which shall not be less than the following coverages:

### Commercial General Liability

\$1,000,000 Each Occurrence  
\$1,000,000 Personal & Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products & Completed Operations Aggregate

### Non-Owned Automobile Liability

\$1,000,000 Combined single limit against third party claims for bodily injury or property damage

### Workers' Compensation & Employers Liability

\$1,000,000 Per Accident, Per Disease, Per Employee

### Umbrella

\$10,000,000 Each Occurrence  
\$10,000,000 Aggregate

10. Advertiser shall be responsible for any incidents or damages that occur as a result of its own negligent or willful acts, or those of their employees, guests or invitees (i.e. charter occupants). For any contracted services that extend beyond charters, Advertiser is fully aware of the risks and hazards connected with the activities the Company is being engaged to perform and Advertiser still desires to engage the Company for the performance of such services. To the fullest extent allowed by law, Advertiser assumes full responsibility for any risks of loss, property damage, or personal injury, including death, which may be caused by such activities, or any loss or damage to property, so long as such loss or damage was not caused by the negligence of the Company, the Company's employees, subcontractors or agents. Advertiser hereby agrees that to the fullest extent permitted by law, the Company shall not be liable to Advertiser for any special, indirect or consequential damages whatsoever, whether caused by the Company's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, damage to brand or loss of profits or revenue. Neither party shall be liable to the other party or any other person or entity for any indirect, incidental, consequential, punitive or special damages of any kind or nature whatsoever under this Contract, regardless of whether such party has been advised of the possibility of such damages or if such damages were reasonably foreseeable.

11. In the event any Media Partner or government authority shall disapprove any advertisement, or in the event of adverse publicity of any nature resulting from the presence of any display, the Company shall have the right to remove said advertisement forthwith and Advertiser shall receive a Make Good for any loss of contracted media. The Company accepts this contract subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the

advertising, the Company reserves the right to terminate same, but there shall be no short rate charge because of such termination. Furthermore, in the event Company cancels any individual contract(s), the obligation of Advertiser, and any applicable advertising agency (the "Agency"), shall cease, except that such advertising agency shall make payment for unamortized costs of embellishments, if any. Company shall not be responsible for copy which has been removed at the request of a Media Partner or government authority, or has been terminated as a matter of law.

12. The Company reserves the right to cancel this Contract at any time upon default by Advertiser or the Agency in payment or other breach, or in the event of any material violation on the part of Advertiser of any of the conditions herein named. Upon any such cancellation, all advertising conducted hereunder, including short term rates or other charges under this contract, and unpaid, shall become immediately due and payable. The Agency and Advertiser agree to pay for the advertising service covered by this Contract and agree to be jointly and severally liable for payment thereof, including reasonable expenses for collection, attorney's fees and court costs. In the alternative, the Company has the option not to terminate this Contract, but instead consider the entire balance of payments to be made under this Contract accelerated and immediately due and payable. In case of delinquency in payment, waiver by the Company of any specific breach or breaches of this Contract by Advertiser or the Agency shall not prejudice the rights of the Company hereunder with respect to any breach or breaches not specifically waived by the Company. In the event of any such breach or breaches, the Company shall be discharged from any obligation to further display the Advertiser's advertising copy and in the event of a suit for the collection of unpaid accounts, all costs of such a suit, including reasonable attorney's fees may be added to the monies owed. For purposes of this condition, reasonable attorney's fees are deemed and accepted to be twenty five percent (25%) of the unpaid account. The Company shall hold Agency and the Advertiser jointly and severally liable in the event of any default of payment. Should either of the parties become bankrupt or be delinquent in payment, Company may proceed hereunder against Advertiser and/or Agency, without relieving either party of its liabilities to Company. Bills will be rendered in advance of each Period beginning prior to the Contract Start Date and Advertiser agrees to make payment net in advance upon receipt of bills. Default shall be deemed to occur whenever any invoices shall be unpaid for thirty (30) days.

13. Any bill rendered to the Advertiser shall be conclusive as to the correctness of the items stated therein and shall constitute an account stated unless written objection is made thereto by the Advertiser within fifteen (15) days from rendering thereof. This conclusive presumption shall apply to both the specifics of the showing and the dollar amount due. A late charge of 1.5% per month (18% per sum or the maximum allowed by law, whichever is less) may be applied to all billings not paid within 45 days. Such charge will be added to unpaid account balances fifteen (15) days after becoming due and payable. Contracts with a per Period Cost of less than \$5,000 shall be paid in full in advance of each Period of the Contract. Such payments may be issued by credit card or ACH payment as applicable. Invoice payments issued by credit card will be subject to a convenience fee.

14. Advertiser grants Company permission to use photographs of and materials from the contemplated advertising campaign for promotion the Company's own business.

15. The relationship between the parties shall be that of independent contractors. This Agreement shall not make either party a partner or employee of the other. Nothing in this Agreement shall create, and the parties do not intend to create, any partnership, limited partnership, agency or joint venture relationship between the parties, that all parties are acting as independent contractors with respect to each other, and that none of the employees of either party will be deemed to be employees of the other party for any purpose. Each party agrees that it is not, and will not hold itself out as the representative, affiliate or agent of the other party for any purpose. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party for any purpose. Each party will pay and be solely responsible for all contributions, taxes and premiums payable under any and all applicable laws, rules or regulations with respect to employees. Each party is expressly free to purchase and perform services for other parties, while performing services for the other.

16. This contract becomes effective only once it has been accepted by the Company at its office in New York City, and contains the full agreement of the parties. No representation or assurance, verbal or written, shall affect or alter the obligation of either party hereto. Unless otherwise written in the alternative on the face of the Contract, the Contract shall be non-cancelable by either party upon acceptance by the Company.

17. As used in this Agreement the term Advertiser shall include any applicable advertising agency, or any other agent or licensee of Advertiser, as well as the Advertiser.

18. All political advertisements shall be paid in full in advance of the date of showing.

19. Company is an equal opportunity employer.

20. This Agreement shall be subject to, interpreted, construed, enforced and governed by and in accordance with laws of the State of New York. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts located in the State of New York, in the County of New York, in connection with any matter arising out of this Agreement, and each party hereby waives any objection to the laying of venue with respect to any such matter in such a court.