## AGENDA

# REGULAR MEETING ON SEPTEMBER 28, 2023 3:00 P.M. AT OAKDALE, NEW YORK

Zoom information - Please click the link below to join the webinar:

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#### **PUBLIC COMMENT**

#### MINUTES FOR APPROVAL

1. Regular Meeting – August 24, 2023

## <u>CONTRACTS – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT</u>

Items 2a through 2h on agenda approved with one resolution on motion made by \_\_\_\_\_, duly seconded by \_\_\_\_\_, and unanimously carried.

- 2a. <u>Contract 7792A</u> supply and maintenance of pumps, miscellaneous equipment (Zone A-West) during the one-year period beginning March 1, 2024 extend with A.C. Schultes Inc.
- 2b. <u>Contract 7864</u> furnish and deliver thermoplastic, fiberglass reinforced concrete polymer and concrete meter vaults during the six-month period beginning February 1, 2024 extend with Alessio Pipe & Construction Co.
- 2c. <u>Contract 7901B</u> furnish and deliver "no lead" brass/bronze fittings for underground service lines (Groups I, IV-VII, IX and X) during the one-year period beginning January 1,1024 extend with T. Mina Supply.
- 2d. <u>Contract 7908</u> miscellaneous concrete construction work during the one-year period beginning January 1, 2024 extend with Christy Concrete Corp.
- 2e. <u>Contract 7909B</u> general construction of water mains, large services and appurtenances (Group II) during the one-year period beginning February 1, 2024 extend with Bancker Construction Corp.
- 2f. Contract 7910A replacement of asphalt and bituminous shoulders on state, county, town highways (Group I) during the one-year period beginning March 1, 2024 extend with LLL Industries, Inc.
- 2g. <u>Contract 7910B</u> replacement of asphalt and bituminous shoulders on state, county, town highways (Group II) during the one-year period beginning March 1, 2024 extend with Rosemar Contracting Inc.

- 2h. <u>Contract 7911C</u> replacement of concrete and bituminous patches, concrete curbs and concrete sidewalk restorations on state, county, town highways (Group III) during the one-year period beginning March 1, 2024 extend with Aventura Construction Corp.
- 2i. <u>Contract 7923</u> furnish and deliver liquid blended phosphates during the one-year period beginning March 1, 2024 extend with Shannon Chemical Corp.
- 2j. <u>Contract 7927A</u> electric motor repair (Zone A) during the one-year period beginning March 1, 2024 extend with D&D Electric Motors and Compressors Inc.
- 2k. <u>Contract 7928A</u> furnish and deliver electrical conduit, fittings and associated electrical items (Group II, Group III (I, J, K, L. M, N, O), Group IV (G, H, Ka, Kb, Kc) during the one-year period beginning March 1, 2024 extend with Conserve Lighting.

### CONTRACTS - AWARD/REJECT

- 3a. <u>Contract 7989</u>- construction of a 20" x 10" well (No. 2A) at Church Street well field, Bohemia.
- 3b. <u>Contract 7991</u>- furnish and delivery pre-cast concrete vaults set in place during the one-year period beginning January 1, 2024.
- 3c. Contract 7992 furnish and install one ZT15-150 oil-free rotary tooth compressor.
- 3d. <u>Contract 7993</u> supply of resin and related services during the one-year period beginning October 1, 2023.
- 3e. <u>Contract 7994</u> maintenance of Atlas Copco compressors at the laboratory in Hauppauge during the one-year period beginning February 1, 2024.
- 3f. <u>Contract 7995</u> furnish and deliver replacement parts for Boss compressor, auto crane and Western snowplows during the one-year period beginning November 1, 2023.
- 3g. <u>Contract 7996</u> construction of 20"x10"-dia Well (No. 1A) at North Country Road well field, Miller Place.

#### GENERAL

#### 4. Insurance

4a. <u>Environmental Policy Renewal – SCWA Fueling Truck</u>
Approve the renewal of the environmental policy for the SCWA fueling truck for the purpose of spill coverage and extend same to April 1, 2025 at a cost of \$8,196.25.

## 5. Property – Outside Use Of

5a. <u>Easement – Old Schoolhouse Road a/k/a Bay Drive, Manorville</u>
Approve granting an easement to Douglas Naughton for ingress and egress purposes and an easement for utilities as his property is currently land-locked, for the amount of \$3,500.

## 6. DEC – Applications

- 6a. Blank Lane Well No. 4, Water Mill, Town of Southampton
- 6b. Belmore Avenue Well No. 6, North Great River, Town of Islip

## 7. Equipment

### 7a. Waters Xevo Tq-XSD Tandem Mass Spectrometer

Authorize the purchase of a Waters Xevo TQ-XS tandem mass spectrometer to perform analysis of perfluorinated compounds, under NYS Contract PC 67250 in the amount of \$402,369.15.

## 7b. <u>Laboratory shelving, countertops and cabinets</u>

Approve the purchase of shelving, countertops and cabinets to be used in the proposed expansion of a new sample receiving area in the laboratory from OnePointe Solutions LLC in the amount of \$60,611.

## 7c. <u>Brand FX Body Company – Purchase of Subframes</u>

Approve the purchase of purchase of subframes to be used as part of required maintenance on Authority vehicles from Brand FX Body Company in the amount of \$4,252 with associated freight costs.

## 8. Special Services

## 8a. Long Island Analytical Laboratory – Surfactant Testing

Enter into an agreement with Long Island Analytical Laboratory Inc. of Holbrook, NY to perform annual surfactant testing during the one-year period beginning January 1, 2024 in the amount of \$24,187.50.

## 8b. BidNetDirect – online platform for bids

Authorize the purchase of a three-year extension effective June 1, 2023 with BidNetDirect to provide an online bidder platform in the total amount of \$24,511.

#### 8c. RFP No. 1612 – Radiological Analysis of Drinking Water Samples

Accept the proposal of GEL Laboratories, LLC of Charleston, SC to perform radiological analysis of drinking water samples during the one-year period beginning January 1, 2024 in the estimated amount of \$51,840.

## 9. Meetings, Trainings, Seminars

## 9a. <u>National Cohesive Wildland Fire Management Strategy Workshop</u>

Authorize the attendance of Polly Weigand, Science and Stewardship Manager of the Central Pine Barrens at the National Cohesive Wildland Fire Management Strategy Workshop and comprehensive Wildfire Protection Plan-Pre Workshop Training Course from November 4 through 10, 2023 in Santa Fe, New Mexico, in the estimated amount of 2,208.

## 10. Members

10a. Chairman Charles Lefkowitz – time worked for NYS retirement reporting
Approve the schedule of time worked from May 2, 2023 through September 1,
2023 for Chairman Charles Lefkowitz for the purpose of NYS retirement reporting
in the amount of 5.63 days/month and approve and post the reporting resolution
on the Authority's website as required.

## 11. Personnel – Policies

11a. <u>Sections 6-9</u>

Upon recommendation of the Governance Committee, approve revisions to the policies in Sections 6-9.

11b. Policy 116 – Remote Work

Change to annual review instead of 6-months

11c. Amend Resolution 299-09-95

Add domestic partnership to resolution

11d. Policy 504 – Tuition Reimbursement

## <u>INVOICES</u> - To be paid from the Operating Fund:

12a.	Bond, Schoeneck & King, PLLC	\$	867.00
12b.	<u>Dvirka &amp; Bartilucci</u>	67	7,525.75
12c.	Heslin Rothenberg Farley & Mesiti		400.00
12d.	<u>KPMG</u>	27	7,120.00
12e.	Long Island Association		1,600.00

NEXT MEETING – Scheduled for Thursday, October 19, 2023, at 3:00 p.m. at Oakdale.

#### NEW BUSINESS & PUBLIC COMMENT

## **EXECUTIVE SESSION**

Regular Board Meeting
Suffolk County Water Authority
August 24, 2023 at 3:00 p.m.
4060 Sunrise Highway, Oakdale

#### Attendance

#### **Present:**

Members: Charles Lefkowitz, Chairman

Tim Bishop, Secretary John M. Porchia, Member

Excused Absences: Elizabeth Mercado, Member

Jacqueline Gordon, Member

Jeffrey W. Szabo, Chief Executive Officerr

The meeting was attended by Counsels T. Hopkins, B. Malik and J. Milazzo; and was also attended by Messrs. Bova, Brady, Byrnes, Cecchetto, Dubois, Finello, Fuller, Jacobson, Kilcommons, Lehning, Litka, Marafino, Niebling, O'Connell, Rae, Schneider, Turcios, Wahl and Warner; and Mmes. Beedenbender, Berberich, Bonilla, Cameron, Cetta, Hannan, Mancuso, Naccarato, Pfeuffer, Pell, Ruiz, Simson, Spaulding and Tinsley.

Ron Busciolano and Mike Como from the USGS and Barbara Yatauro of Local 393 were also present.

Mr. Szabo called the meeting to order at 2:58pm. Mr. Lefkowitz noted Ms. Mercado and Ms. Gordon are both excused from today's meeting, we do have a quorum present. Chairman Lefkowitz stated that a press conference was held this morning documenting an historic moment for SCWA with the AOP systems in place and operational at Douglas Avenue well field in Northport. He noted that all these systems were engineered and designed by SCWA employees and he thanked them for their great work.

Mr. Szabo asked Mr. Fuller, Director of Strategic Initiatives, along with Ron Busciolano and Mike Como from USGS to present the details of the proposed agreement with the Authority.

Mr. Szabo asked Mr. Dubois, Director of External Affairs to present an update on grant submissions.

- (359-08-2023) Mr. Lefkowitz presented the minutes of the regular board meeting of July 31, 2023, on a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, the minutes of the regular board meeting on July 31, 2023 were approved.
  - Mr. Szabo presented the contracts to be considered for extensions. Items 5.1 through 5.11 were approved on consent with ne resolution on a motion by Mr. Porchia, duly seconded by Mr. Bishop, and unanimously carried.
- (360-08-2023) RESOLVED, To extend for a one-year period beginning December 1, 2023 through November 30, 2024, Contract 7793 for furnishing of rigging and mechanical services associated with the relocation of granular activated carbon adsorption systems and other miscellaneous equipment with AALCO Transport and Storage Inc., of Farmingdale, New York.
  - RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7803 to furnish and deliver control valves with CLA-VAL Company of Alexandria, Virginia.
  - RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7804 to furnish and deliver laboratory sample vials and bottles with Quality Environmental Containers, Inc., of Beaver, West Virginia.
  - RESOLVED, To extend for a one-year period beginning beginning April 1, 2024 through December 31, 2024, Contract 7826 for landscaping and lawn maintenance at SCWA Westhampton and Southold sites with Del Graz Enterprise dba R &R Landscaping of Sayville, New York.
  - RESOLVED, To extend for a one-year perid beginning December 1, 2023 through November 30, 2024, Contract 7882 to furnish and install lime dust exhaust systems and miscellaneous appurtenances with Air Purifiers, Inc., of Rockaway, New Jersey.
  - RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7895 for exterior pump station lighting upgrades with New York Trenchless of Aquebogue, New York.
  - RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7900 to furnish and deliver insertion valves 4" to 12" with Carner Brothers of Roseland, New Jersey.

RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7901A to furnish and deliver "no lead" brass/ bronze fittings for underground service lines (Groups I, IV- VIII, Ix and X) with Cambbridge Brass of Cambridge, Ontario.

RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7901C to furnish and deliver "no lead" brass/ bronze fittings for underground service lines (Groups III) with AY McDonald Mfg., of Dubuque, Iowa.

RESOLVED, To extend for a one- year period beginning January 1, 2024 through December 31, 2024, Contract 7907 to furnish and deliver wide range coupling and flanged adapter with Mueller Co., LLC of Decatur, Illinois.

RESOLVED, To extend for a one-year period beginning January 1, 2024 through December 31, 2024, Contract 7913 to furnish and deliver reprinting services with Madison – Lohrius Inc., of Ronkonkoma, New York.

Mr. Szabo presented resolutions for new contracts to be considered.

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

(361-08-2023) RESOLVED, That the low bid under Contract 7978 for snow removal services at Various SCWA sites (Coram, Hauppauge, Oakdale) for a one-year period beginning September 1, 2023 through August 31, 2024 submitted by Laser Industries, Inc., of Ridge, New York on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, for a total cost of Thirty-One Thousand, Three Hundred Forty Dollars (\$31,340) 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. Porchia, duly seconded by Mr. Bishop, and unanimously carried, it was

(362-08-2023) RESOLVED, That the sole bid under Contract 7982 for the sale and removal of scrap meters, submitted by Suffolk Industrial Recovery Corp., dba PK Metals., of Coram, New York on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, for a total estimated price of Forty-Eight Thousand, Three Hundred Dollars (\$48,300) 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. Porchia, duly seconded by Mr. Bishop, and unanimously carried, it was

(363-08-2023) RESOLVED, To table for consideration Contract 7988 for painting, minor maintenance and repairs of elevated tanks, standpipes, reservoirs and pressure vessels during the one-year period beginning September 1, 2023.

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

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

(364-08-2023) RESOLVED, To approve the extension of Contract 1521for automated vehicle location and monitoring system (ALVM) for a three- month period beginning October 1, 2023 with IntelliShift (formerly Vehicle Tracking Solutions, LLC) of Commack New York and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(365-08-2023) RESOLVED, To approve the extension of RFP 1562 for insurance agent/broker services employee benefits and insurance with Brown and Brown of Garden City, New York for a one-year period beginning January 1, 2024 through December 31, 2024; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(366-08-2023) RESOLVED, To approve the extension of RFP 1582 for a customer satisfaction survey with Probolsky Research for a one-year period beginning November 1, 2023 through October 31, 2024; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(367-08-2023) RESOLVED, To approve the extension of RFP 1587 for for water tank inspection services for elevated and ground water storage tanks with CorrTech of Hopkington, Massachusetts, for a one-year period beginning November 1, 2023 through October 31, 2024; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(368-08-2023) RESOLVED, To approve the extension of RFP 1588 for labor and employment counsel with Bond, Schoeneck, & King, PLLC of Syracuse, New York for a one-year period beginning January 1, 2024 through December 31, 2024; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(369-08-2023) RESOLVED, To approve RFP 1610 for lockbox services for a three-year period beginning November 1, 2023 through October 31, 2026 with Kubra Data Transfer, Ltd., of Piscataway, New Jersey for an estimated cost of Eighty-Two Thousand, Six Hundred Seventy-Four Dollars (\$82,674); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

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

(370-08-2023) RESOLVED, To enter into a five-year cooperative funding agreement between SCWA and the United States Geologic Survey (USGS) for the period beginning October 1, 2023 through September 30, 2028 in accordance with detailed information provided in the memorandum of Tyrand Fuller, Director of Strategic Initiatives dated August 16, 2023; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

Mr. Szabo presented resolutions for consideration under equipment, materials, and software. On a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, it was

(371-08-2023) RESOLVED, To approve the purchase of a relacment electric forklift battery to be installed in the Hauppauge Meter Shop from GB Industrial Battery, of Albany, New York for a total cost of Six Thousand, Two Hundred Twenty Two Dollars (\$6,222).

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

(372-08-2023) RESOLVED, To approve the purchase of various Power Operator parts used by the Construction Maintenance department from Mueller Co., of Decatur, Illinois for a cost of Eighteen Thousand, Six Hundred Eighty-Eight Dollars and 05/100 (\$18,688.05).

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

(373-08-2023) RESOLVED, To approve the purchase of replacement infrared quartz heat lamps from Fannon Products LLC of Algonac, Michigan for a cost not to exceed Twenty Thousand Dollars (\$20,000).

Mr. Szabo presented a resolution related to DEC approval. On a motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(374-08-2023) RESOLVED, to construct Well No. 2 at the Halsey Manor Road well field, 3.765 acre site, located on the southeast corner of the intersection of Halsey Manor Road and the South Service Road, (not open) of the Long Island Expressway, Manorville, 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.

Mr. Szabo presented resolutions related to the budget and the recommendations of the Audit Committee.

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

(375-08-2023) RESOLVED To approve the reallocation of funds to allow for beginning the Halsey Manor Road Water Main Extension Grant Project by transferring Four Million Dollars (\$4,000,000) from line 015 (Distribution System Improvement) to line 196 (Grant Projects); this revision will not increase the total amount of the capital budget.

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

(376-08-2023) RESOLVED, That in accordance with the recommendations of the audit committee, the following are approved:

- i) Audited Financial Statements for the year ending May 31, 2023, 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, 2023, 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
- Annual PARIS Report, subject to KPMG's final review of the GASB 68 report, and that the Report be posted electronically to Municipal Securities Rulemaking Board's website EMMA system, Electronic Market Access.

Mr. Szabo presented items to be considered related to the rates, rules and regulations of the Authority. On a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, it was;

(377-08-2023) RESOLVED, To approve an account adjustment in the amount of Thirteen Thousand, Three Hundred Sixty Dollars and 12/100 (\$13,360.12) for the Babylon School of Beauty, for wasted water and late fees.

Mr. Szabo presented an item to be considered related to personnel and policy.

- On a motion made by Mr. Bishop, duly seconded by Mr. Porchia and unanimously carried, it was
- (378-08-2023) RESOLVED, To approve revisions to Policy 604-Workers' Compensation and Injury Reporting as deemed necessary by the DEI review committee and Human Resources staff.
  - Mr. Szabo presented items for consideration relating to meetings, training and seminar attendance. On a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, it was;
- (379-08-2023) RESOLVED, To approve the attendance of Jerry Tverddy, Senior Environmental Analyst, Central Pine Barrens Commission at the ArcGIS Prof: Essential Workflows from September 11 through 13, 2023, given online for an estimated cost of Two Thousand, Six Hundred Eight-five Dollars (\$2,685).
  - On motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was
- (380-08-2023) RESOLVED, To approve entering into an agreement with Stony Brook Center for Corporate Education to provide the Essentials for Evolving Leaders Training for eighteen (18) SCWA managers and supervisors during a two-day course for an estimated total cost of Eight Thousand, Nine Hundred Dollars (\$8,900).
  - On motion made by Mr. Bishop, duly seconded by Mr. Porchia and unanimously carried, it was
- (381-08-2023) RESOLVED, To approve the renewal of the annual membership for the Office of Emergency Management for the Water Information Sharing and Analysis Center (Water ISAC) in the amount of Five Thousand Five Hundred Dollars (\$5,500).
  - On a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, it was;
- (382-08-2023) RESOLVED, To approve the attendance of Donna Mancuso, Deputy CEO for Administration at the AWWA/ WEF Utility Management Conference for 2024 held February 13-16, 2024 in Portland, Oregon, for an estimated cost of One Thousand, Eight Hundred Dollars (\$1,800).
  - Mr. Szabo presented an invoice for an emergency repair. On a motion made by Mr. Porchia, duly seconded by Mr. Bishop and unanimously carried, it was;
- (383-08-2023) RESOLVED, To approve payment for services provided by John Iacono Inc. of Bohemia, New York, for the emergency repair and maintenance of the Atlas Copco Air

Compressor in the Laboratory for a total cost of Six Thousand, Eight Hundred Thirteen Dollars (\$6,813).

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

(384-08-2023) RESOLVED, To approve the following invoices be paid from the Operating Fund:

Bond, Schoeneck & King PLLC	\$2,837.50
Dvirka & Bartilucci	\$22,009.00
Sobel, Pevzner LLC	\$11,635.84
Helsin, Rothenberg, Farley & Mesiti	\$970.00

The next meeting of the board members was scheduled for September 28, 2023 at 3:00 p.m. A Governance Committee meeting will also be held on that date at 2:00 p.m. There was no new business or public comment. At 4:15 p.m, on a motion by Mr. Bishop, duly seconded by Mr. Porchia, it was unanimously agreed to go into executive session to discuss personnel matters and conclude the meeting at the end of executive session.

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

(385-08-2023) RESOLVED, To employ Vincent Ayala of Shirley, NY as an Intern in Communications department at an hourly rate of \$18 for the fall semester, effective upon successful completion of pre-employment physical and background check.

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

(386-08-2023) RESOLVED, To employ John Velazquez of Farmingdale, NY in the position of Bilingual (Spanish) Supervisor for an annual salary of Eighty-Two Thousand, Five Hundred Dollars (\$82,500) effective upon successful completion of pre-employment physical and background check.

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

(387-08-2023) RESOLVED, To employ Declan Moskowitz of Ronkonkoma, NY in the position of Intern in the Communications department at an hourly rate of \$18 for the fall semester, effective upon successful completion of pre-employment physical and background check.

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

(388-08-2023) RESOLVED, To approve the transfer of Ann Bailey to the position of Assistant Manager New Service in Construction Maintenance at her current annual salary.

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

(389-08-2023) RESOLVED, To employ Ethan Lau of New Hyde Park, NY in the position of Intern Programmer in Information Technology at an hourly rate of \$18 for the fall semester, effective upon successful completion of pre-employment physical and background check.

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

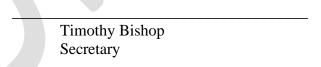
(390-08-2023) RESOLVED, To approve a salary increase for Valerie Kamm, Supervising Chemist in the Laboratory to an annual salary of Ninety- Seven Thousand Dollars (\$97,000).

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

(391-08-2023) RESOLVED, To approve a salary increase for Lauren Scanlon, Assistant Supervising Chemist in the Laboratory to an annual salary of Eighty-Five Thousand Dollars (\$85,000).

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

(392-08-2023) RESOLVED, To employ Ana Berroa of Brentwood, NY in the position of Organizational Development Specialist in Human Resources at an annual salary of Seventy-Seven Thousand, Five Hundred Dollars (\$77,500) effective upon successful completion of preemployment physical and background check.



#### INTEROFFICE CORRESPONDENCE

DATE:

September 19, 2023

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

SUBJECT:

Extension of Contract No. 7792A - Supply & Maintenance of Pumps, Miscellaneous Equipment

(Zone A - West) March 1, 2024 to February 28, 2025

EXTEND:

A.C. Schultes Inc. - One year option

A.C. Schultes Inc., by way of the attached letter, has agreed to extend the subject contract for a third year representing the second of two possible one-year extensions.

Original contract award, November 2022, in the total estimated amount of \$1,466,745.

As of September 19, 2023, approximately \$756,219 has been paid to A.C. Schultes Inc. under the subject contract.

A.C. Schultes Inc., currently holds one (1) additional SCWA contract:

Contract No. 7824 - Reconditioning and/or Redevelopment Work of Wells - Zone A, in the amount of \$425,410, expires March 2024. As of September 19, 2023, there have been no expenditures under this contract.

A.C. Schultes's performance on this contract has been satisfactory.

Engineering recommends granting the one-year extension to A.C. Schultes Inc.

#### Reviewed by:

J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director of

Research & Engineering

Attachment: 1 memo

Purchasing Clerk: D. Puma Purchasing Manager: J. Deubel



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

Fax: (631) 589-5268

September 13, 2023

A.C. Schultes Inc. 664 South Evergreen Avenue Woodbury Heights, NJ 08097

Re: Contract No. 7792A – Supply & Maintenance of Pumps, Miscellaneous Equipment (Zone A- West)-March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025

Dear Sir / Madam:

The subject contract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling</u> 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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by October 10, 2023.

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

John C. Milazzo, General Counsel

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

A.C. Schultes Inq

August C. Schultes IV, President

JCM/dp

gusiv@acschultes.com

#### INTEROFFICE CORRESPONDENCE

DATE: September 19, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Extension of Contract No. 7864 - Furnish & Deliver Thermoplastic, Fiberglass Reinforced Concrete

Polymer & Concrete Meter Vault February 1, 2024 - July 31, 2024

**EXTEND:** Alessio Pipe & Construction Co., Inc.

Alessio Pipe & Construction Co., Inc by way of the attached letter, has agreed to extend the subject contract for a fourth term, representing the last of three possible six-month extensions.

Original contract award, June 2022, was to the single bidder Alessio Pipe & Construction Co., Inc in the amount of \$11,125.

As of September 19, 2023, Alessio Pipe & Construction Co., Inc has been paid a total of \$2,893 under this contract.

Alessio Pipe & Construction Co., Inc holds no additional SCWA contracts.

Alessio's performance on the above referenced contract is satisfactory.

Construction Maintenance recommends granting the final six-month contract extension to Alessio Pipe.

Reviewed by:

J. Pokorny, Deputy CEO Operations

B. Warner, Director of Construction Maintenance

Purchasing Clerk: D. Puma Purchasing Manager: J. Deubel

Attachment: 1 memo



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

September 13, 2023

Alessio Pipe & Construction Co., Inc. 102 Fairground Avenue Huntington Station, NY 11746

Re: Contract No. 7864 – Furnish and Deliver Thermoplastic, Fiberglass Reinforced Concrete Polymer & Concrete Meter Vault – August 1, 2023 to January 31, 2024

Extension of Contract: February 1, 2024 to July 31, 2024

Dear Sir / Madam:

The subject contract expires January 31, 2024. It can be extended for an additional six months. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling</u> <u>yes or no</u> 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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by October 10, 2023.

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

John C. Milazzo, General Counsel

JCM/dp

jeff@alessiopipe.com

Yes, extend) No, terminate the contract (Circle one)

Alessio Pipe & Construction Co., Inc.

defirey J. Alessio, VP

## INTEROFFICE CORRESPONDENCE

	INTEREST INC. CONTROL
DATE:	September 18, 2023
TO:	Chairman/Board Members
FROM:	Jeff Szabo, Chief Executive Officer
SUBJECT:	Extension of Contract No. 7901B – Furnish & Deliver "No Lead" Brass /Bronze Fittings For Underground Service Lines (Groups I, IV-VII, IX & X) January 1, 2024 to December 31, 2024
EXTEND:	T. Mina Supply, 1 Year
representing the Original contra	y, by way of the attached letter, has agreed to extend the subject contract for a second year, ne first of two possible one-year extensions.  act award for Groups I, IV-VII, IX & X, November 2022, was to T. Mina Supply, in the amount of
\$113,501. As of Sentemb	per 1, 2023, T. Mina Supply has been paid a total of \$604 under this contract.
·	y currently holds three (3) additional contracts:
Contract No. 7 awarded April : Contract No. 7	h 2021 amount: \$1,080,063. Contract spend to date: \$6,629,283.  1917 – Furnish & Deliver Ductile Iron Pressure Fittings Groups XIII & XIV, expires March 2024, 1923 amount: \$225,203. Contract spend to date: \$30,582.  1966B – Furnish & Deliver Stainless Steel Repair Clamps Stainless Steel & Bell Joint Leak Clamps 1924, awarded July 2022 amount: \$4,075. Contract spend to date: \$3032.
Contractor's pe	erformance on the above referenced contract is satisfactory.
Construction M	Maintenance recommends granting the one-year contract extension to T. Mina Supply.
Reviewed by:	
	ty, CEO Operations // or of Construction Maintenance //
Purchasing Clerk Purchasing Agent	

Attachments: 1 Memo



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

July 25, 2023

T. Mina Supply LLC 17 Expressway Drive N. Medford, NY 11763

Re: Contract No. 7901B - Furnish & Deliver "No Lead" Brass/Bronze Fittings for Underground Service Lines -Group I, IV, VI, VII IX & X, January 1, 2023 to December 31, 2023.

Extension of Contract - January 1, 2024 to December 31, 2024

Dear Sir / Madam:

The subject contract expires on December 31, 2023. It can be extended for one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms, conditions, and pricing? Please indicate your firm's preference by <u>circling yes or no and signing the bottom of this letter</u> and returning a copy to John Deubel.

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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by August 8, 2023.

Please note that 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 the Authority to extend the contract. The Suffolk County Water Authority Board, or its authorized representative, will decide whether to extend this 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 by the Board or its representative.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

John C. Milazzo, General Counsel

CM/cc

Roberto Cano, V.P. Sales

T. Mina Supply, LLC

Yes, extend No, terminate the contract (Circle one)

Roberto.cano@tmina.com

#### INTEROFFICE CORRESPONDENCE

DATE: September 19, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Extension of Contract No. 7908 – Miscellaneous Concrete Construction Work

January 1, 2024 to December 31, 2024

**EXTEND:** Christy Concrete Corp. – One year option

Christy Concrete Corp., by way of the attached letter, has agreed to extend the subject contract for a second year representing the first of two possible one-year extensions.

Original contract award, December 2022, in the total estimated amount of \$723,000.

As of September 18, 2023, approximately \$90,228 has been paid to Christy Concrete Corp. under the subject contract.

Christy Concrete Corp. currently holds no additional Authority contracts.

Christy's performance on the above referenced contract is satisfactory.

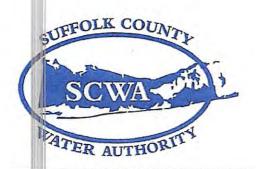
Engineering recommends granting the one-year extension to Christy Concrete Corp.

#### Reviewed by:

J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director of
Research & Engineering

Purchasing Clerk: C.Congiusta Purchasing Agent: V.Stewart

Attachment: 1 memo



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

Fax: (631) 589-5268

July 25, 2023

Christy Concrete Corp. 2 Magnolia Lane Huntington, NY 11743

Re: Contract No. 7908 – Miscellaneous Concrete Construction Work at Various Authority-Owned Sites January 1, 2023 to December 31, 2023.

Extension of Contract - January 1, 2024 to December 31, 2024

Dear Sir / Madam:

The subject contract expires on December 31, 2023. It can be extended for one year. The extension, if exercised by both parties, will cover the above referenced period.

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

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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by August 8, 2023.

Please note that 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 the Authority to extend the contract. The Suffolk County Water Authority Board, or its authorized representative, will decide whether to extend this 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 by the Board or its representative.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

John C. Milazzo, General Counsel

JCM/cc

Kc.Hucke@optonline.net

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

Christy Concrete Corp.

Kurt C. Hucke, President

#### INTEROFFICE CORRESPONDENCE

DATE:

September 19, 2023

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

SUBJECT:

Contract No. 7909B - General Construction of Water Mains, Large Services and Appurtenances

(Group II)

February 1, 2024 to January 31, 2025

**EXTEND:** 

Bancker Construction Corp, 1 Year

Bancker Construction Corp, by way of the attached letter, has agreed to extend the subject contract for a second year, representing the first and only possible one-year extension.

Original contract award for Group II, December 2022, was to Bancker Construction Corp, in the amount of \$14,758,941. As of September 18, 2023, Bancker Construction Corp.has been paid a total of \$10,540,668 under this contract.

Bancker Construction Corp. currently holds two (2) additional contracts:

Contract No. 7842 – Installation by Directional Drill Technology - Water Mains and Services, expires April 2024, original contract amount: \$1,428,602. As of September 18, 2023, \$971,195 has been paid under this contract. Contract No. 7977 – Replacement & Installation of Fire Hydrants at Various Locations, expires May 2024, original contract amount: \$388,860. As of September 18, 2023, \$0 has been paid under this contract.

Bancker's performance on the above referenced contracts is satisfactory.

Construction Maintenance recommends granting the one-year contract extension to Bancker Construction Corp.

Reviewed by:

J. Pokorny, Deputy, CEO Operations

B. Warner, Director of Construction Maintenance

Purchasing Clerk: D. Puma Purchasing Manager: J. Deubel

Attachment: 1 Memo



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

September 13, 2023

Bancker Construction Corp. 171 Freeman Avenue Islip, NY 11751

Re: Contract No. 7909B - General Construction of Water Mains, Large Services and Appurtenances – Group II – February 1, 2023 to January 31, 2024

Extension of Contract: February 1, 2024 to January 31, 2025

Dear Sir / Madam:

The subject contract expires January 31, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling</u> <u>yes or no</u> 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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by October 10, 2023.

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

John C. Milazzo, General Counsel

JCM/dp

pbeyer@bancker.com

extend No, terminate the contract (Circle one)

Bandker Construction C

Michael S. Beyer, President

#### INTEROFFICE CORRESPONDENCE

DATE:

September 19, 2023

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

SUBJECT:

Contract No. 7910A - Replacement of Asphalt & Bituminous Shoulders on State, County, Town

Highways - Group I

March 1, 2024 to February 28, 2025

**EXTEND:** 

LLL Industries Inc., 1 Year

LLL Industries Inc., by way of the attached letter, has agreed to extend the subject contract for a second year, representing the first of two (2) possible one-year extensions.

Original contract award for Group I, January 2023, was to LLL Industries Inc., in the amount of \$2,163,070. As of September 18, 2023, LLL Industries Inc. has been paid a total of \$1,157,783 under this contract.

LLL Industries Inc. currently holds two (2) additional Authority contracts:

Contract No. 7818B – Replacement of Topsoil and Grass Seeding on State, County, Town and Village Highways II East, expires February 2024, original contract amount: \$165,106. As of September 18, 2023, \$472,172 has been paid under this contract.

Contract No. 7911A – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways - Group I, expires February 2024, original contract amount: \$4,929,970. As of September 18, 2023, \$2,907,447 has been paid under this contract.

LLL's performance on the above referenced contracts is satisfactory.

Construction Maintenance recommends granting the one-year contract extension to LLL Industries Inc.

Reviewed by:

J. Pokorny, Deputy, CEO Operations

B. Warner, Director of Construction Maintenance

Purchasing Clerk: J. Costa Purchasing Manager: J. Deubel

Attachment: 1 Memo



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

September 11, 2023

LLL Industries, Inc. 19B Stierz Road Brookhaven, NY 11719

Re: Contract No. 7910A – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways – Hot Plant Mix Asphaltic Concrete – Group I - March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025

Dear Sir / Madam:

The subject contract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling yes or no</u> 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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by September 30, 2023

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

John C. Milazzo General Counsel

JCM/jc

Illindustries@aol.com

Yes, extend No, terminate the contract (Circle one)

LLL Industries Inc.

Linda S. Roth, Vice President

#### INTEROFFICE CORRESPONDENCE

DATE:

September 19, 2023

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

SUBJECT:

Contract No. 7910B - Replacement of Asphalt & Bituminous Shoulders on State, County, Town

Highways - Group II

March 1, 2024 to February 28, 2025

EXTEND:

Rosemar Contracting Inc., 1 Year

Rosemar Contracting Inc., by way of the attached letter, has agreed to extend the subject contract for a second year, representing the first of two (2) possible one-year extensions.

Original contract award for Group II, January 2023, was to Rosemar Contracting Inc., in the amount of \$1,233,414. As of September 18, 2023, Rosemar Contracting Inc., has been paid a total of \$1,076,681 under this contract.

Rosemar currently holds no additional Authority contracts.

Rosemar's performance on the above referenced contract is satisfactory.

Construction Maintenance recommends granting the one-year contract extension to Rosemar Contracting Inc.

#### Reviewed by:

J. Pokorny, Deputy, CEO Operations B. Warner, Director of Construction Maintenance

Purchasing Clerk: J. Costa Purchasing Manager: J. Deubel

Attachment: 1 Memo



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

September 11, 2023

Rosemar Contracting Inc. P.O. Box 16 Patchogue, NY 11772

Re: Contract No. 7910B – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways – Hot Plant Mix Asphaltic Concrete – Group II - March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025

Dear Sir / Madam:

The subject contract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by September 30, 2023

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

C. Milazzo, General Counsel

JCM/ic

jbellotti@rosemar.com

Yes, extend) No, terminate the contract (Circle one)

Rosemar Contracting Inc.

Linda Bianca, President

## INTEROFFICE CORRESPONDENCE

DATE:	September 19, 2023
TO:	Chairman/Board Members
FROM:	Jeff Szabo, Chief Executive Officer
SUBJECT:	Contract No. 7911C - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways - Group III March 1, 2024 to February 28, 2025
EXTEND:	Aventura Construction Corp., 1 Year
	truction Corp., by way of the attached letter, has agreed to extend the subject contract for a second ing the first of two (2) possible one-year extensions.
	ct award for Group III, January 2023, was to Aventura Construction Corp., in the amount of of September 18, 2023, Aventura Construction Corp. has been paid a total of \$815,907 under this
Aventura Const	truction Corp. currently holds no additional Authority contracts.
Aventura's perf	ormance on the above referenced contract is satisfactory.
Construction M	aintenance recommends granting the one-year contract extension to Aventura Construction Corp.
Reviewed by:	
J. Pokorny, Deputy B. Warner, Directo	r, CEO Operations
Purchasing Clerk: Purchasing Manag	

Attachment: 1 Memo



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

September 13, 2023

Aventura Construction Corp. 1101 Waverly Avenue Holtsville, NY 11742

Re: Contract No. 7911C - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways. March 1, 2023 through February 29, 2024.

Extension of Contract - March 1, 2024 through February 28, 2025

Dear Sir / Madam:

The subject contract expires on February 29, 2024. It can be extended for one year. The extension, if exercised by both parties, will cover the above referenced period.

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

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 <u>John.Deubel@scwa.com</u>.

Please respond by October 13, 2023.

Please note that 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 the Authority to extend the contract. The Suffolk County Water Authority Board, or its authorized representative, will decide whether to extend this 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 by the Board or its representative.

Very truly yours,

SUFFOLK COUNTY WATER AUTHORITY

John C. Milazzo, General Counsel

JCM/cc

Frank DeMeyer, President

Aventura Construction Corp

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

sales@aventuracorp.com

#### INTEROFFICE CORRESPONDENCE

DATE: September 19, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

**SUBJECT:** Extension of Contract No. 7923 - Furnish & Deliver of Liquid Blended Phosphates

March 1, 2024 - February 28, 2025

**EXTEND:** Shannon Chemical Corp., 1 Year

Shannon Chemical Corp., by way of the attached letter, has agreed to extend the subject contract for a second term, representing the first of two possible one-year extensions.

Original contract award, January 2023, was to the low bidder Shannon Chemical Corp., in the amount of \$574,800.

As of September 18, 2023, there has been \$134,297 paid under this contract to date.

Shannon Chemical Corp. holds no additional current Authority's contracts.

Shannon's performance on the above referenced contract is satisfactory.

Production Control recommends granting the one-year contract extension to Shannon Chemical Corp.

Reviewed by:

J. Pokorny, Deputy, CEO Operations M. O'Connell, Director of Production Control

Purchasing Clerk: D. Puma Purchasing Agent: S. Blevins

Attachment: 1 memo



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

September 13, 2023

Shannon Chemical Corporation P.O. Box 376 Malvern, PA 19355

Re: Contract No. 7923 - Furnish & Deliver of Liquid Blended Phosphates - March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025

Dear Sir / Madam:

The subject contract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling</u> 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 <a href="mailto:John.Deubel@scwa.com">John.Deubel@scwa.com</a>.

Please respond by October 10, 2023.

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

John C. Milazzo, General Coupsel

JCM/dp

dcflynn@shannonchem.com

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

**Shannon Chemical Corporation** 

Daniel C. Flynn, President

#### INTEROFFICE CORRESPONDENCE

DATE: September 19, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Extension of Contract No. 7927A - Electric Motor Repair – Zone A

March 1, 2024 - February 28, 2025

**EXTEND:** D&D Electric Motors and Compressors Inc., 1 Year

D&D Electric Motors and Compressors Inc., by way of the attached letter, has agreed to extend the subject contract for a second term, representing the first of two possible one-year extensions.

Original contract award, January 2023, was to the low bidder D&D Electric Motors and Compressors Inc., in the amount of \$45,400.

As of September 19, 2023, there has been \$64,500 paid under this contract to date. The estimate was exceeded due to a larger than estimated number of repairs required in the past year, especially with the higher horsepower motors. We have also had to have several repairs completed using the special "quick turnaround" pricing as we did not have spare motors in stock.

D&D Electric Motors and Compressors Inc. holds no additional current contracts.

D&D's performance on the above referenced contract is satisfactory.

Production Control recommends granting the one-year contract extension to D&D Electric Motors and Compressors Inc.

## Reviewed by:

J. Pokorny, Deputy, CEO Operations M. O'Connell, Director of Production Control

Purchasing Clerk: D. Puma Purchasing Agent: S. Blevins

Attachment: 1 memo



P O, Box 38 Oakdale, New York 11769-0901 (831) 563-0334 Fax. (631) 589-5268

September 13 2023

D&D Electric Molors and Compressors Inc. 127 East Hoffman Avenue Lindenhurst, NY 11757

Re: Contract No. 7927A- Electric Motor Repair - Zone A - March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025 Dear Sir / Madam:

The subject confract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

Is your firm interested in extending the contract for an additional year on the same terms? Please indicate your firm's preference by <u>circling</u> 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 John, Deubel@scwa.com.

Please respond by October 10, 2023.

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

donn C Milazzo, General Counsel

JCM/ap

douglasw@ddelsctricmotors.com

Yes, extend ) the contract (Circle one)

DSD Electric Motors and Compressors, Inc.

Dennis Opaka Jr. President

INTEROFFICE CORRESPONDENCE					
DATE:	September 20, 2023				
TO:	Chairman/Board Members				
FROM:	Jeff Szabo, Chief Executive Officer				
SUBJECT:	Extension of Contract No. 7928A - F&D Electrical Conduit, Fittings and Associated Electrical Items - GRP II, GRP III (I, J, K, L, M, N, O), GRP IV (G, H, Ka, Kb, Kc)  March 1, 2024 - February 28, 2025				
EXTEND:	Conserve Lighting, 1 Year				
•	ng, by way of the attached letter, has agreed to extend the subject contract for a second term, first of two possible one-year extensions.				
Original contract	award, January 2023, was to Conserve Lighting, in the amount of \$51,772.				
As of September 19, 2023, there has been \$68,792 paid under this contract to date. PC has had to purchase a larger number of materials under this contract than estimated due to PC completing more capital projects than in previous years. Engineering is down to one contractor for capital work so PC is picking up some projects. We have purchased a large amount of large capacity electric cable that is very expensive.					
Conserve Lightin	ng holds no additional current contracts.				
Converse's performance on the above referenced contract is satisfactory.					
Production Control recommends granting the one-year contract extension to Conserve Lighting.					
Reviewed by:					
J. Pokorny, Deputy,	CEO Operations tor of Production Control _				
o oomon, brook	_				

Purchasing Clerk: J. Costa Purchasing Agent: S. Blevins

Attachment: 1 memo



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

September 12, 2023

Conserve Lighting and Electrical Supplies 475 Underhill Blvd Syosset, NY 11791

Re: Contract No. 7928A – Furnish and Deliver Rigid Electrical Conduit, Fittings and Associated Electrical Items –
Group II, Group III (I,J,K,L,M,N,O), Group IV (G,H,Ka,Kb,Kc)
March 1, 2023 to February 29, 2024

Extension of Contract: March 1, 2024 to February 28, 2025

Dear Sir / Madam:

The subject contract expires February 29, 2024. It can be extended for an additional one year. The extension, if exercised by both parties, will cover the above referenced period.

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 John.Deubel@scwa.com.

Please respond by September 30, 2023

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

John C. Milazzo, General Counsel

JCM/jc

eevans@conserveelectric.com

Yes, extend No, terminate the contract (Circle one)

Conserve Lighting and-Electrical Supplies

Edward Evans, Sales Executive

# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

**DATE:** August 30, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Contract No. 7989 - Construction of a 20 x 10 diameter Well (No. 2A) approximately 825 Feet

Deep, To Be Located at Church Street Well Field, Bohemia, Town of Islip, NY

AWARD Layne Christensen Co.- \$926,210

Opened: August 9, 2023 Published: August 23, 2023

No of Bids Received: 3 Documents Sent: 8

Low Bidder: Lavne Christensen Co

Bid Amount: \$926,210

Bid Ranges: \$926,210 to \$1,341,770

Recommendation: Award to Low Bidder as indicated above.

Comments:

A comparison of the lowest bid under this Contract with equivalent work done under Contract No. 7899 Oxhead Ave Well 3A to 550 feet deep (\$825,900) indicates an increase of \$100,310 or 10.8%. The increase is due to the additional 275 ft depth of drilling. SCWA has not drilled a well this deep in several years so there is not comparator.

As of June 1, 2023 (FY24), Layne Christensen Co. has been paid approximately \$601,447 from the contracts below.

Layne Christensen Co. currently holds two (2) contracts:

Contract No. 7884 – Construction of A 20" X 10"- Diameter Well (No. 1A) Approximately 650 Feet Deep, to Be Located at The Jayne Boulevard Well Field awarded September 2022 in the amount of \$727,200, expires September 2023. As of August 30, 2023, Layne Christensen has been paid approximately \$436,704 from this contract.

Contract No. 7899 – Construction of A 20" X 10"- Diameter Well (No. 3A) Approximately 550 Feet Deep, to Be Located at The Oxhead Road Well Field awarded November 2022 in the amount of \$825,900, expires August 2023. As of August 30, 2023, Layne Christensen has been paid approximately \$272,859 from this contract.

The Engineering department has reviewed the bids submitted and recommends the award of this contract to Layne Christensen Co.

#### Reviewed by:

J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director of

Attachments: 1 memo, 1 tabulation & List of Bidders

Research & Engineering

Purchasing Clerk: J. Costa Purchasing Agent: V. Stewart

### Church St Well Field, Bohemia, Town of Islip, NY Well (2A)

Bid Opening, 08/23/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Nama: Address: City State Zip Code Item Text: Description:	600006189 10 102523 LAYNE CHRISTENSEN CO PO BOX 743609 LOS ANGELES CA 90074-3609 BID BOND Church St Well Field Bohemia, Town Isli	6000006190 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE MOODBURY HEIGHTS NJ 08097 BID BOND Church St Well Field Bohemia, Town Isli	600006191 10 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 BID BOND Church St Well Field Bohemia, Town Isli
10 Permanent 20"x10" Well Depth 825 Feet 1 EA	Total Val.: Unit Price: Rank:	855,000.00 855,000.00	1,074,722.00 1,074,722.00 2	1,294,570.00 1,294,570.00 3
20 Clearing & Grading of Drill Site 1 EA	Total Val.; Unit Price; Rank;	45,000.00 45,000.00	25,000.00 25,000.00 2	10,000.00 10,000.00
30 Additional Drilling and Backfilling 10 FT	Total Val.: Unit Price: Rank:	2,000.00 200.00 3	1,000.00 100.00 2	500.00 50.00
40 Change in Depth of Permanent Well 10 FT	Total Val.: Unit Price: Rank:	2,000.00 200.00	1,000.00 100.00 2	200.00 20.00
50 Change in Quantity of Well Screen 10 FT	Total Val.: Unit Price: Rank:	1,250.00 125.00	1,000.00 100.00 2	500.00 50.00
60 Well Development by Surging 1 EA	Total Val.: Unit Price: Rank:	500.00 500.00	2,000.00 2,000.00 3	500.00 500.00
70 Well Development by Simul Surg & Pump 1 EA	Total Val.: Unit Price: Rank:	13,000.00 13,000.00	2,000.00 2,000.00 2	1,000.00 1,000.00
80 Well Development by Air Impulse Tech 3 DAY	Total Val.: Unit Price: Rank:	1,500.00 500.00	7,500.00 2,500.00 3	6,000.00 2,000.00 2
90 Added or Deducted Test Pumping 50.0 HR	Total Val.: Unit Price: Rank:	3,000.0D 60.0D	3,500.00 70.00	2,500.00 50.00
100 Obtaining Cored Samples, Etc.	Total Val.: Unit Price:	960.00 80.00	2,400.00 200.00	24,000.00 2,000.00

Church St Well Field, Bohemia, Town of Islip, NY Well (2A)

Bid Opening, 08/23/2023

Service Sh. Text Qty		600006189 10 102523 LAYNE CHRISTENSEN CO PO BOX 743609 LOS ANGELES CA 90074-3609 BID BOND Church St Well Field Bohemia, Town Isli	600006190 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 BID BOND Church St Well Field Bohemia, Town Isli	600006191 10 107397 STEFFEN DRILLING, LLC P.O BOX 278 GLASSBORO NJ 08028 BID BOND Church St Well Field Bohemia, Town Isli
12 EA	Rank:	1	2	3
Chemical Treatment	Total Val.: Unit Price: Rank:	2,000.00 2,000.00	2,000.00 2,000.00	2,000.00 2,000.00
	Val.: Rank:	926,210.00 1 859,960.00	1,122,122.00 2,000.00	1,341,770.00 3 17,200.00

CERTIFICATION: I HEREBY coffixfy that this is a correct Tabulation of Bids, received, 08/23/2023 for Church St Well Field Bohemia, Town Islip, 11:00 AM, prevailing time, Oakdale, New York

John Doubel , Purchasing Director

### 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

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 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

G.A. Fleet Associates 55 Calvert Street Harrison, NY 10528 ddecastro@gafleet.com 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

Peconic Well & Pump P.O. Box 1009 Hampton Bays, NY 11946 Attn: Brian Schleicher 631-433-8312 (cell) reverserotary@aol.com Pencol Contracting Corp. 33 E. Merrick Road Suite # 2 Valley Stream, NY 11580 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

### **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:

John Deubel, Purchasing Manager Vonciel Stewart, Procurement Agent I Juanita Costa, Purchasing Senior Clerk



### **EXHIBIT D**

Fax Number:

Federal Employee Identification Number:

Date: August 22, 2023

### **CONTACT INFO**

### **CONTRACT NO. 7989**

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	TITLE ADDRESS	
Attachment A		
	first and last name in for Treasurer, Secretary	ull, and in case of corporation, give the name of President, Vice-
Contractor:	Layne Christe	ensen Company
Signature:	Mh	
Name:	Robert Greck	ri .
	PRINT OR TYPE	NAME OF PERSON SIGNING BID
PLEASE CHECK IF	APPLICABLE n/a	
□ MINORITY	OWNED BUSINESS	
□ WOMAN C	OWNED BUSINESS	
Business Name:		Layne Christensen Company
Business Address of Contractor:		1126 Lincoln Ave., Holbrook, NY 11741
Contact Person for Contract Follow-Up:		Robert Grecki
Business Contact T	elephone:	631-218-0749
Cell Number:		516-383-2933
E-Mail Address:		Roh Grecki@acing com

This page must be fully complete

Bob.Grecki@gcinc.com

n/a

631-218-0805

48-0920712

Suffolk County Department of Consumer Affairs License Number (If Applicable)

### SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

DATE:

September 15, 2023

TO:

Chairman and Board Members

FROM:

Jeff Szabo, Chief Executive Officer

**SUBJECT:** 

Contract No. 7991 - Furnish and Deliver Pre-Cast Concrete Vaults Set in Place

January 1, 2024 to December 31, 2025

AWARD:

Roman Stone Construction Co. - \$76,237.00

Opened:

September 14, 2023

Published:

August 30, 2023

No. of Bids received:

2

**Documents Sent:** 

<u>12</u>

Low Bidder:

Roman Stone Construction Co.

Bid Amount:

\$76,237.00

Recommendation:

Award to Low Bidder

#### Comments:

An Invitation to Bid was issued by the Authority seeking proposals for a two-year contract to Furnish and Deliver Pre-Cast Concrete Vaults Set in Place at various locations in Suffolk County. Two proposals were received for \$76,237 and \$113,320.

A comparison of the total proposed annual cost with previous Contract No. 7805 (January 2022) by Construction Maintenance reflected an increase of approximately 11 percent.

Roman Stone Construction Co., currently holds one (1) additional contract:

Contract No. 7805 – Furnish and Deliver Pre-Cast Concrete Vaults, expires December 2023, original estimated annual contract amount awarded in January 2022 was \$66,572. As of September 15, 2023, Roman Stone Construction Co. has been paid approximately \$17,535 from this contract.

Contractors' performance on the above referenced contract is satisfactory.

Construction Maintenance recommends awarding Contract No. 7991 to Roman Stone Construction Co.

Reviewed by:

J. Pokorny, Deputy, CEO Operations

B. Warner, Director of Construction Maintenance

Purchasing Agent: Deubel Purchasing Clerk: Puma

Attachments: 1 Memo, 1 Tabulation & List of Bidders

#### F&D Pre-Cast Concrete Vaults Set in Place

Bid Opening, 09/14/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006200 10 100011 ROMAN STONE CONSTRUCTION CO 85 S 4TH ST BAY SHORE NY 11706 Cashier's Check \$3,812.10 F&D Pre-Cast Concrete Vaults	6000006199 10 103647 OLDCASTLE PRECAST INC. 114 ROCKY POINT ROAD MIDDLE ISLAND NY 11953 Bid Bond (Electronic) F&D Pre-Cast Concrete Vaults
10 3001572 5' X 7' X 6' X 6" Vault DT-200 W/Window 1 EA	Total Val.: Unit Price: Rank:	1,865.00 1,865.00	4,000.00 4,000.00
20 3004079 5' X 7' X 6' X 6" Vault DT-200 W/Slot 2 EA	Total Val.: Unit Price: Rank:	3,674.00 1,837.00	8,000.00 4,000.00
30 3004279 5'x7' Pre-Cast Concrete Vault Top Slab 2 EA	Total Val.: Unit Price: Rank:	1,892.00 946.00	2,400.00 1,200.00
40 3001573 5' x 7' Vault Top Slab w/30" Rnd Openin 1 EA	Total Val.: Unit Price: Rank:	792.00 792.00	1,200.00 1,200.00
50 3001574 7' x 7' X 6 ' Vault DT- 201 W/Window 8 EA	Total Val.: Unit Price: Rank:	17,424.00 2,178.00	35,600.00 4,450.00 2
60 3004081 7' x 7' X 6 ' Vault DT- 201 W/Slot 4 EA	Total Val.: Unit Price: Rank:	8,736.00 2,184.00	17,800.00 4,450.00
70 3001575 7' x 7' Vault Top Slab w 30 X 36 Openin 6 EA	Total Val.: Unit Price: Rank:	6,564.00 1,094.00	9,900.00 1,650.00
80 3003744 7'x7' Vault Top Slab w/ 30" Rd Open 6 EA	Total Val.: Unit Price: Rank:	6,006.00 1,001.00	9,900.00 1,650.00
90			

F&D Pre-Cast Concrete Vaults Set in Place

Bid Opening, 09/14/2023

Line Item Service Sh. Text Qty		6000006200 10 100011 ROMAN STONE CONSTRUCTION CO 85 S 4TH ST BAY SHORE NY 11706 Cashier's Check \$3,812.10 F&D Pre-Cast Concrete Vaults		6000006199 10 103647 OLDCASTLE PRECAST INC. 114 ROCKY POINT ROAD MIDDLE ISLAND NY 11953 Bid Bond (Electronic) F&D Pre-Cast Concrete Vaults	
3001576 Bilco Door (Q3-AL, 30" x 36") 6 EA	Total Val.: Unit Price: Rank:	1	6,828.00 1,138.00	2	7,200.00 1,200.00
100 3001577 8' x 8' x 12" Top Slab w/60 x 60 Openin 2 EA	Total Val.: Unit Price: Rank:	1	2,518.00 1,259.00	2	3,600.00 1,800.00
110 3001578 60" x 60" Al Hatch, Bilco JD-4AL w/lock 2 EA	Total Val.: Unit Price: Rank:	1	7,938.00 3,969.00	2	9,400.00 4,700.00
120 3001579 Poly Ladder w/ Pull-Up rail for DT-201 8 EA	Total Val.: Unit Price: Rank:	2	11,600.00 1,450.00	1	4,320.00 540.00
130 Premium Charge Delivery 1 EA	Total Val.: Unit Price: Rank:	1	400.00 400.00	No Bid	
Total Services	Val.: Rank:	1	76,237.00 64,637.00	2	13,320.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/14/2023 for F&D Pre-Cast Concrete Vaults, 11:00 AM, prevailing time, Oakdale, New York

John Deubel Purchasing Director

Suffolk County Water Authority Contract No. 7991 Furnishing and Delivery of Pre-Cast Concrete Vaults Set in Place					
	Bid Opening: Septemb		1 1000		
Alessio Pipe & Construction Co.,Inc.	jeff@alessiopipe.com	102 Fairground Ave.	Huntington Station, NY 11743		
Bartow Precast	sales@bartowprecast.com	P.O. Box 200067	Cartersville, GA 30120		
Bingham & Taylor	bwashburn@binghamandtaylor.com vshumaker@binghamandtaylor.com	P. O. Box 939	Culpeper, VA 11701		
Coastal Pipeline Products Corp.	mjk@coastalpipeline.com	PO Box 575	Calverton, NY 11933		
J & A Concrete	pcunha@jandaconcrete.com	1676 Washington Ave	Bohemia, NY 11776		
Long Island Precast, Inc	info@li-precast.com	612 Union Ave	Holtsville, NY 11742		
Roman Stone Construction Co.	nancy@romanstoneco.com rcamberdella@romanstoneco .com	85 S. Fourth Street	Bay Shore, NY 11706		
Old Castle Precast, Inc.	Richard.miller@oldcastle.com david.piterski@oldcastle.com	1381 So. Pennsylvania Ave	Morrisville, PA 19067		
Paramount Concrete	dogden@paramountcon.com; ccaro@paramountcon.com	100 Remington Blvd	Ronkonkoma, NY 11779		
Pelkowski Precast Corp	depot@pelkowskiprecast.net	294A Old Northport Road	Kings Park, NY 11754		
United Concrete Products, Inc.	info@unitedconcrete.com	173 Church Street	Yalesville, CT 06492		
Vaughn Concrete Products, Inc.	projects@vcpinc.net	10021 E Amarillo Blvd,	Amarillo, TX 79108		

# PRESENT AT BID OPENING:

John Milazzo - General Counsel John Deubel – Purchasing Manager Danielle Puma – Purchasing Clerk



### **EXHIBIT D**

NAME / TITLE

### CONTACT INFO CONTRACT NO. 7991

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.

**ADDRESS** 

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

Tom Montalbine - President		Sayville, NY	
Sharon D'Agostino - Executive VP/Treasurer		E. Islip, NY	
Minerva Santana	Director of Operations/Corp. S eco	etary Central Islip, ny	
	st and last name in full, and in c ice-President, Treasurer, Secret	[[하면 기타 - 기타는 []] 전 전상, 하나 그 바다 마리에서 얼마를 했다고 하다 되는 이 나를 다 다니다.	me of
Contractor:	Roman Stone Construction	n Co <sub>2</sub>	
Signature:	flux Upril	the	
Name:	Tom Montalbine		
	PRINT OR TYPE	NAME OF PERSON SIGNING	BID
PLEASE CHECK I	FAPPLICABLE		
□ MINORITY OW	NED BUSINESS		
□ WOMAN OWN			
Business Name:	Roman Stone Construction Co	).	
Business Addres	s of Contractor: 85 South 4th St	treet Bay Shore, NY 117□6	
A section to the section of	or Contract Follow-Up: Nancy P		
Business Contac	t Telephone: 631-667-□566 ext.	112	
Cell Number: 51	6-779-8172		
E-Mail Address:	nancy@romanstoneco.com		
Asset Market Name of	31-667-□617		
Federal Employe	e Identification Number: 11-12513	90	
Suffolk County D	epartment of Consumer Affairs I	icense Number (If Applicable)	
Date: 9/ 11/ 23			
	*This made must be fully	, complete d*	

# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

DATE: September 13, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Contract No. 7992 - Furnish and Installation of One (1) ZT15-150 Oil-Free Rotary Tooth

Compressor- November 1, 2023 to October 31, 2024

AWARD John lacono Inc., \$54,525

Opened: August 25, 2023 Published: August 11, 2023

No of Bids Received: 2 Documents Sent: 7

Low Bidder: John lacono Inc.

**Bid Amount: \$54,525** 

Recommendation: Award to John lacono Inc.

### Comments:

The Authority solicited bids for the furnish and install of one (1) ZT15-150 Oil-Free Rotary Tooth Compressor at the Hauppauge Laboratory. Two proposals were received. This contract is for a one-time project. The apparent low bidder, John Iacono Inc., submitted pricing for \$54,525. Iacano has installed compressors for the Authority under Contract No. 7570, awarded November 2018 in the amount of \$49,730 and Contract No. 7273, awarded October 2015 in the amount of \$37,939. Iacono has also maintained and repaired Authority's equipment.

John lacono Inc. currently holds no additional contracts with SCWA, although there is a recommendation to award to them Contract No. 7994 - Maintenance of Atlas Copco Compressors at Water Quality Laboratory Hauppauge NY, in the amount of \$10,940.

### Contractor's performance on past contracts is satisfactory.

The General Services Department has reviewed the proposals submitted and recommends awarding this contract to John Iacono Inc. in the amount of \$54,525.

Reviewed by:

D. Mancuso, Deputy, CEO Administration
J. Kleinman, Director of General Services

Attachments: 1 memo, 1 tabulation & List of Bidders

Purchasing Clerk: D. Puma Purchasing Agent: S. Blevins

Hauppauge Lab - Furn & Install of (1) ZT15-150 Oil Free Rotary Tooth Compresso

Bid Opening, 08/25/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006193 10 103484 JOHN IACONO INC 230 KNICKERBOCKER AVE BOHEMIA NY 11716 Bid Bond Lab - Furn & Install Compressor	6000006194 10 107835 TEDCO GROUP INC 140 N 9TH ST LINDENHURST NY 11757 Bid Bond Lab - Furn & Install Compressor
10 ZT15-150 Oil Free Rotary Tooth Compress 1 EA	Total Val.: Unit Price: Rank:	49,045.00 49,045.00	155,310.00 155,310.00 2
20 Disposal of Current AQ Compressors 2 EA	Total Val.: Unit Price: Rank:	600.00 300.00	25,000.00 12,500.00 2
30 Labor 18.0 HR	Total Val.: Unit Price: Rank:	3,600.00 200.00	
160.0 HR	Total Val.: Unit Price: Rank:		30,400.00
40 Materials 1 EA	Total Val.: Unit Price: Rank:	200.00 200.00	10,000.00 10,000.00
50 Rigging 1 EA	Total Val.: Unit Price: Rank:	480.00 480.00	10,000.00 10,000.00 2
60 Shipping 1 EA	Total Val.: Unit Price: Rank:	600.00 600.00	5,000.00 5,000.00
Total Services	Val.: Rank:	54,525.00 1 54,525.00	235,710.00 2 0.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/25/2023 for Lab - Furn & Install Compressor, 11:00 AM, prevailing time, Oakdale, New York

Hauppauge Lab - Furn & Install of (1) 2T15-150 Oil Free Rotary Tooth Compresso

Bid Opening, 08/25/2023

Line Item Service		6000006193 10 103484	6000006194 10 107835
Sh. Text	Name:	JOHN IACONO INC	TEDCO GROUP INC
Qty	Address:	230 KNICKERBOCKER AVE	140 N 9TH ST
\" -	City	BOHEMIA	LINDENHURST
	State	NY	NY
	Zip Code	11716	11757
1	Item Text:	Bid Bond	Bid Bond
	Description:	Lab - Furn & Install Compressor	Lab - Furn & Install Compressor

John Deubel , Purchasing Director

### Suffolk County Water Authority Contract No. 7992

# Hauppauge Lab - Furnish and Installation of One (1) Zt15-150 Oil-Free Rotary Tooth Compressor

Pre-Bid Meeting: August 18, 2023 Bid Opening: August 25, 2023

COMPANY	<u>Email</u>	ADDRESS	WEBSITE
lacono Inc.	richp@iaconoinc.com	230 Knickerbocker Ave., Bohemia, NY 11716 631-774-4009	https://www.iaconoinc.com/
Commercial Instrumentation Services	jgerardi@cis-ny.com	681 Grand Blvd., Deer Park, NY, 11729 631-243-4300	https://cisleads.com/
DVM Industries	jgerardi@cis-ny.com	1965 Steinway St., Long Island City, NY 11105 212-739-7846	DVM Industries
Jet Air Co. Inc.	info@jetairco.com	335 Kennedy Dr., Hauppauge NY 11788 631-887-5444	https://www.jetairco.com/
Garmer Industries	garmerind@gmail.com	268 Route 109, Farmingdale, NY 11735 631-293-6960	Garmer Industries – Long Island New York Air Conditioning & Heating
GMG HVAC Inc.	info@gmghvac.com	77 Windsor PI STE. 11, Central Islip, NY 11722 631-309-2535	https://www.gmghvac.com/
ECE Air Heating & Cooling Long Island	eceair@outlook.com	364 Auborn Ave., Shirley, NY, 11967 631-657-6200	ECE Air Heating and Cooling   HVAC Repair Long Island

### PRESENT AT PRE-BID MEETING:

J.Kleinman - Director of General Services

H.Pell - Supervisor Facilities

T.Schneider - Director of Lab Services

T.Werner - Facilities Assistant

S.Blevins - Purchasing Procurement Agent 1

### Vendors -

Dennis H. & Kyle L. - John lacono Inc.

Christopher D. - Tedco Group

### PRESENT AT BID OPENING:

John Deubel – Purchasing Manager Steven Blevins - Purchasing Procurement Agent 1 Juanita Costa – Senior Clerk Danielle Puma – Purchasing Clerk

### Vendor

Paul D'Aprvzzo - John Iacono Inc. Debra Sauerman – CIS Leads

### **EXHIBIT D**



### CONTACT INFO CONTRACT NO. 7992

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

John Iacono President

Dennis Hackett Sales manager

230 Knickerbocker Ave Bohemia NY 11716

230 Knickerbocker Ave Bohemia, NY 11716

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

Contractor:	John Iacono Inc.
Signature:	John Lacono
Name:	John lacono

### PRINT OR TYPE NAME OF PERSON SIGNING BID

# PLEASE CHECK IF APPLICABLE MINORITY OWNED BUSINESS

□ WOMAN OWNED BUSINESS

2 WOMAN OWNED DOGINEOU
Business Name: John Iacono Inc.
Business Address of Contractor: 230 Knickerbocker Ave Bohemia, NY 11716
Contact Person for Contract Follow-Up: Dennis Hackett
Business Contact Telephone: 631 589 6303
Cell Number: 631 831 8544
E-Mail Address: dennish@iaconoinc.com
Fax Number: 631 589 6310
Federal Employee Identification Number: 112676923
Suffolk County Department of Consumer Affairs License Number (If Applicable):
Date: 🔊 12-23

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# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

DATE: September 13, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Contract No. 7993 – Supply of Resin & Related Services – October 1, 2023 to September 30, 2024

AWARD: Carbon Activated Corp. - \$206,250

Opened: September 7, 2023 Published: August 15, 2023

No. of Bids received: 1 Documents Sent: 11

Carbon Activated Corp.

Bid Amount: \$206,250

Recommendation: Award to Low Bidder as indicated above.

### Comments:

Low Bidder:

Comparing costs from the low bidder to previous Contract 7439 (May 2017), shows a price increase for this Project of 185% for the supply and removal of new resin media. See the attached Bid Price Comparison for the previous resin contracts. Causes for this marked increase may be attributed to several different factors:

- The contract was last bid in May 2017, approximately six and a half years ago, with an average annual increase of 11.2%
- IX resin is manufactured from polystyrenes which are reliant on petroleum AND refining of petroleum.
   According to Macrotrends.net, a barrel of oil cost \$57.69 in June 2017 and rose to a high of \$111.18 in April 2022 before settling to \$81.97 in July 2023, a peak increase of 92.7% (this fell to 42% as of July). A general lack of refinery capacity (the last US refinery of significant capacity according to the US Energy Information Administration was built in 1977), COVID pandemic supply chain issues compounded by winter storms in the southern US last year reduced the refineries combined output.
- Increased interest in IX resin as a treatment for emerging contaminants could also be contributing to an increased demand as suppliers continue to try to catch up.

Carbon Activated Corp was the only bidder and has previously worked with the Authority and is proposing to utilize the same resin media they have successfully supplied for the Authority in the past and therefore, it is recommended that they be awarded this Contract.

Carbon Activated Corp., currently holds two (2) additional contracts:

Contract No. 7906 – Supply of Granular Activated Carbon [GAC Media: Virgin Bituminous] and Related Services, awarded in December 2022 in the amount of \$725,210, expired January 2024. As of September 13, 2023, Carbon Activated Corp. has been paid approximately \$201,600 from this contract.

Contract No. 7822 – Supply of Coconut Shell Based Granular Activated Carbon [GAC Media], awarded in February 2022 in the amount of \$1,458,600, expired February 2024. As of September 13, 2023, Carbon Activated Corp. has been paid approximately \$3,458,000 from this contract. In the first year of this contract, March 1, 2022 to February 28, 2023, approximately \$1,880,000 was paid to Carbon Activated Corp. In the current year of this contract, March 1, 2023 to September 18, 2023, \$1,578,000 has been paid to Carbon Activated Corp.

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

The Engineering Department has reviewed the bid and recommends the award of this contract to Carbon Activated Corp.

# Reviewed by:

J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering

Attachments: 1 memo & 1 tabulation

Purchasing Clerk: D.Puma Purchasing Agent: V. Stewart

Supply of Resin and Related Services 10/1/23 - 9/30/24

Bid Opening, 09/07/2023

Line Item Service Sh. Text Otv	Ouot. Item: Bidder: Name: Address: Citv State Zip Code Item Text: Description:	6000006197 10 104547 CARBON ACTIVATED CORP 3774 HOOVER ROAD BLASDELL NY 14219 Bid Bond Project I - Laurel Hill Road Well No. 4
10 Furnish and Install New Resin 1 EA	Total Val.: Unit Price: Rank:	188.750.00 188.750.00
20 Removal and Disposal Spent Resin 1 EA	Total Val.: Unit Price: Rank:	17.500.00 17.500.00
Total Services	Val.: Rank:	206,250.00 1 206,250.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/07/2023 for Project I - Laurel Hill Road Well No. 4, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

# CONTRACT NO. Supply of Granular Activated Carbon (GAC Media)

Bid Opening: September 7, 2023

# CONTRACT DOCUMENTS SENT TO:

Advanced Carbon Systems	599 Carolina Farms Blvd	Myrtle Beach, SC 29579 866-834-5674 cnr62296@gmail.com
Calgon Carbon	3000 GSK Drive	Moon Township, PA 15108 Jeremy.Jones@Kuraray.com
Carbon Activated Corporation	3774 Hoover Road	Blasdell, NY 14219 Chris Allen callen@activatedcarbon.com
Carbon Resources	P.O. Box 4444	Oceanside, CA 92052 760-630-5724 Sales@carbonresources.com
General Carbon Corp.	33 Paterson Street	Paterson, NJ 07501 973-523-2223 sales@generalcarbon.com
Jacobi Carbons, Inc.	432 McCormick Blvd	Columbus, OH 43213 Attn: Linda Knepper 215-546-3900 412-260-1012 – Cell linda.Knepper@jacobi.net
Nichem Co.	750 Frelinghuysen Avenue	Newark, NJ 07114 973-399-9810 Peigeng Lu plu@nichem.com
Oxbow Carbon LLC	1601 Forum PI, Suite 1400	West Palm Beach, FL 33401 561-907-5400 info@oxbow.com
SNR Technologies	26406 Prairie School LN	Katy, TX 77450 281-398-3828 customerservice@snr-tech.com
Prominent Systems, Inc.	13095E Temple Avenue	City of Industry, CA 91746 626-858-1888 626-628-3716 sales@advancedfiltration.com
Environmental Site Solutions, LLC	14450 Auston PI	Anacortes WA 98221 360-503-7299 mike.tallering@envirositesolutions.com

# Represented at Opening of Bids by:

- J. Deubel, SCWA
- V. Stewart, SCWA
- J. Costa, SCWA
- D. Puma, SCWA

Debra Sauerman, CIS Leads



#### **EXHIBIT D**

### **CONTACT INFO**

### **CONTRACT NO. 7993**

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

LIONEL PENERA	250 E. MANULIC ST. COMPTON CA 90220
Ninnow Perera	250 E. MANVILLE ST COMPTON CA 90220
ANNE NASH	2260 S. CENSUAL AVE. COMUTON CA 90220

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

Contractor:	CANNON ACTIONTEN CORVORATION
Signature:	Shulotle Ollan
Name:	CHAISTOVHER ALLEN
	PRINT OR TYPE NAME OF PERSON SIGNING BID

### PLEASE CHECK IF APPLICABLE

### MINORITY OWNED BUSINESS

### □ WOMAN OWNED BUSINESS

Business Name:	CAMBON ACTIVATED CORPORATION
Business Address of Contractor:	3774 HOOVEN ROBBY BLUSBELL N.Y 14219.
Contact Person for Contract Follow-Up:	CHAIS ALLEW
Business Contact Telephone:	716 821 7830
Cell Number:	716 973 8620
E-Mail Address:	CALLEN & act: VHTEN CANBON, COM
Fax Number:	716 821 0576
Federal Employee Identification Number:	95-45 7788-3
Suffolk County Department of Consumer Affairs	s License Number (If Applicable)
Date: 9   1   23	

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# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

DATE:

September 5, 2023

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

SUBJECT:

Contract No. 7994 - Maintenance of Atlas Copco Compressors at Water Quality Laboratory

Hauppauge NY- February 1, 2024 to January 31, 2025

**AWARD** 

John lacono Inc., \$10,940

Opened:

August 25, 2023

Published:

August 14, 2023

No of Bids Received:

1

**Documents Sent:** 

7

**Single Bidder:** 

John lacono Inc.

**Bid Amount: \$10,940** 

Recommendation:

Award to John Jacono Inc.

#### Comments:

The Authority solicited bids for the maintenance of Atlas Copco Compressors located at the Hauppauge Laboratory. One proposal was received. The single bidder, John Iacono Inc., submitted pricing for \$10,940. Iacono has provided similar services of maintenance and repair on the Authority's equipment. They have also installed compressors under previous Contract No. 7570, awarded November 2018 in the amount of \$49,730 and Contract No. 7273, awarded October 2015 in the amount of \$37,939.

John lacono Inc. currently holds no additional contracts with SCWA, although there is a recommendation to award to them Contract No. 7992 Furnish and Installation of One (1) ZT15-150 Oil-Free Rotary Tooth Compressor in the amount of \$54,525.

### Contractor's performance on past contracts is satisfactory.

The General Services Department has reviewed the proposals submitted and recommends awarding this contract to John Iacono Inc. in the amount of \$10,940.

Reviewed by:

D. Mancuso, Deputy, CEO Administration J. Kleinman, Director of General Services

Attachments: 1 memo, 1 tabulation & List of Bidders

Purchasing Clerk: J. Costa Purchasing Agent: S. Blevins

### MAINTENANCE OF ATLAS COPCO COMPRESSORS AT WATER QUALITY LABORATORY

Bid Opening, 08/25/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	600006192 10 103484 JOHN IACONO INC 230 KNICKERBOCKER AVE BOHEMIA NY 11716 BID BOND MAINT ATLAS COPCO COMPRESSORS	LAB
10 SEMI ANNUAL INSPECTION 2 EA	Total Val.: Unit Price: Rank:	1	2,590.00 1,295.00
20 BREAK DOWN SERVICE 10.0 HR	Total Val.: Unit Price: Rank:	1	1,850.00 185.00
30 LAB PARTS MATERIAL 5,000 %	Total Val.: Unit Price: Rank:	1	6,500.00
Total Services	Val.: Rank:		0,940.00 0,940.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/25/2023 for MAINT ATLAS COPTO COMPRESSORS MAB, 11:00 AM, prevailing time, Oakdale, New York

John Deubed , Furchasing Divector

### Suffolk County Water Authority Contract No. 7994

### Hauppauge Lab – Maintenance Compressor Pre-Bid Meeting: August 18, 2023

Pre-Bid Meeting: August 18, 2023 Bid Opening: August 25, 2023 – 11:00 a.m.

COMPANY	Email	ADDRESS	WEBSITE
lacono Inc.	richp@iaconoinc.com	230 Knickerbocker Ave., Bohemia, NY 11716 631-774-4009	https://www.iaconoinc.com/
Commercial Instrumentation Services	igerardi@cis-ny.com	681 Grand Blvd., Deer Park, NY, 11729 631-243-4300	https://cisleads.com/
DVM Industries	igerardi@cis-ny.com	1965 Steinway St., Long Island City, NY 11105 212-739-7846	DVM Industries
Jet Air Co. Inc.	info@jetairco.com	335 Kennedy Dr., Hauppauge NY 11788 631-887-5444	https://www.jetairco.com/
Garmer Industries	garmerind@gmail.com	268 Route 109, Farmingdale, NY 11735 631-293-6960	Garmer Industries – Long Island New York Air Conditioning & Heating
GMG HVAC Inc.	info@gmghvac.com	77 Windsor PI STE. 11, Central Islip, NY 11722 631-309-2535	https://www.gmghvac.com/
ECE Air Heating & Cooling Long Island	eceair@outlook.com	364 Auborn Ave., Shirley, NY, 11967 631-657-6200	ECE Air Heating and Cooling   HVAC Repair Long Island

### PRESENT AT PRE-BID MEETING:

- J. Kleinman Director of General Services
- H. Pell Supervisor Facilities
- T. Schneider Director of Lab Services
- T. Werner Facilities Assistant
- S. Blevins Purchasing Procurement Agent I

Dennis H. – lacono Inc.

Kyle Lewis – loacono Inc.

### PRESENT AT BID OPENING:

- J. Deubel Purchasing Manager
- S. Blevins Purchasing Procurement Agent I
- J. Costa Senior Purchasing Clerk
- D. Puma Purchasing Clerk

Dennis H. - lacono Inc.

Kyle Lewis - loacono Inc.



### **EXHIBIT D**

### **CONTACT INFO**

### **CONTRACT NO. 7994**

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	
John Iacono President	230 Knickerbocker Ave Bohemia, NY 11716	

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

Contractor:	John Iacono Inc.	
Signature:	John Sacono	
Name:	John lacono	
	PRINT OR TYPE NAME OF PERSON SIGNING BID	

### PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- □ WOMAN OWNED BUSINESS

Business Name:	John lacono Inc.	
Business Address of Contractor:	230 Knickerbocker Avenue Bohemia NY 11716	
Contact Person for Contract Follow-Up:	John lacono	
Business Contact Telephone:	631 589 6303	
Cell Number:	516 903 4763	
E-Mail Address:	john@iaconoinc.com	
Fax Number:	631 589 6303	
Federal Employee Identification Number:	112676923	
Suffolk County Department of Consumer Affain	s License Number (If Applicable) NA	
Date: 8-17-23	•	

# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

DATE: September 7, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: Contract No. 7995 - Furnish & Deliver Replacement Parts for Boss Compressor, Auto Crane and

Western Snowplows - November 1, 2023 to October 31, 2024

AWARD Dejana Truck & Utility Equipment Co. Inc.: Boss Compressor & Auto Crane

Trius Inc.: Western Snowplow

Opened: August 28, 2023 Published: August 16, 2023

No of Bids Received: 2 Documents Sent: 7

Responsive Bidders: Dejana Truck & Utility Equipment Co. Inc.:

Boss Compressor – 5% discount Auto Crane – 5% discount

Western Snowplow - 5% discount

Trius, Inc.:

Boss Compressor – no bid Auto Crane – no bid

Western Snowplow - 16% discount

Recommendation: Dejana Truck & Utility Equipment Co. Inc.: Boss Compressor & Auto Crane

Trius Inc.: Western Snowplow

### Comments:

The Authority solicited bids for the maintenance of Furnish & Deliver Replacement Parts for Boss Compressors, Auto Crane and Western Snowplows. Two proposals were received in the form of percentage discounts off list pricing for parts. Dejana Truck & Utility Equipment Co. Inc. and Trius Inc. have held contracts for similar services to furnish and deliver parts to the Authority in the past and have performed well.

Dejana Truck & Utility Equipment Co. Inc. and Trius Inc. currently hold no additional contracts with SCWA.

### Contractors' performance on past contracts is satisfactory.

The Transportation Department has reviewed the proposals submitted and recommends awarding to Dejana the compressor and auto crane categories and to Trius the plow category.

### Reviewed by:

D. Mancuso, Deputy, CEO Administration J. Kleinman, Director of General Services

Attachments: 1 memo, 1 tabulation & List of Bidders

Purchasing Clerk: D. Puma Purchasing Agent: S. Blevins

F&D Replacement Parts for Boss Compresso Auto Crane, Western Snowplows

Bid Opening, 08/28/2023

Line Item Service Sh. Text Qty	Item Text:	6000006196 10 100147 DEJANA TRUCK & UTILITY EQUIP CO INC PO BOX 21113 NEW YORK NY 10087-1113 Bank Check \$500.00 F&D Replacement Parts	6000006195 10 101739 TRIUS INC PO BOX 158 BOHEMIA NY 11716 Bank Check \$500.00 F&D Replacement Parts
10 Boss Compressor 1 %	Total Val.: Unit Price: Rank:	5.0 5.0	
20 Auto Crane	Total Val.: Unit Price: Rank:	5.0 5.0	
30 Western Snowplows 1 %	Total Val.: Unit Price: Rank:	5.0 5.0	
Total Services	Val.: Rank:	15.0 1 15.0	

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/28/2023 for F&D Replacement Parts, 14:00 AM, prevailing time, Oakdale, New York

John Deubel, Purchasing Director

### CONTACT NO. 7995 FOR THE FURNISHING AND DELIVERY OF REPLACEMENT PARTS FOR BOSS COMPRESSOR, AUTO CRANE, AND WESTERN SNOWPLOWS August 28, 2023

Able Equipment Co United Rentals – DP 8-16-23	1050 Grand Blvd	Deer Park, NY 11729 ccamillery@ur.com
Dejana Truck & Utility Equipment	490 Pulaski Rd	Kings Park, NY 11754 pclark@dejana.com saliperti@dejana.com
Malvese Equipment Co.	1 Henrietta Street	Hicksville, NY 11802 tbrannigan@malveseequipment.com
Parts Authority Inc.	1385 Lakeland Avenue	Bohemia, NY 11716 fleet@partsauthority.com
Red's Garage Ltd	25 Midland Ave	Port Chester, NY 10573 joejr@redsgarage.com
RW Truck Equipment	PO Box 339	Farmingdale, NY 11735 rwalker@rwtruck.com
Trius	458 Johnson Avenue	Bohemia, NY 11716 rhamiltonjr@triusonline.com

# Present at Bid Opening:

John Deubel – Purchasing Manager Steven Blevins - Purchasing Procurement Agent 1 Juanita Costa – Senior Clerk Danielle Puma – Purchasing Clerk



### EXHIBIT D

NAME / TITLE

### CONTACT INFO - CONTRACT NO. 7995

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:

ADDRESS'

PATRICK MILLOR-PRESIDENT 500 PLLATE ROAD KINGS PACK NY 11754
PATRICK DIETZ - SE VESALES V SAME
SETH CONFROS DIRECTOR FINANCE V SAME
NOTE: Give the first and last name in full, and in case of corporation, give the name of President, Vice-President, Treasurer, Secretary
Contractor: DESANA TRUCK! UTILITY EQUIPMENT CO. LLC
Signature: Dans ty Bran
Name: TIMOTHY Brox
PRINT OR TYPE NAME OF PERSON SIGNING BID PLEASE CHECK IF APPLICABLE  MINORITY OWNED BUSINESS  WOMAN OWNED BUSINESS
Business Name: DEJANA TRUCK: UTILITY EQUIPMENT CO. LLC
Business Address of Contractor: 500 PULASKI ROAD KINGS PARKNY 11754
Contact Person for Contract Follow-Up: Im OTHY BROE
Business Contact Telephone: (631) 967 - 5288
Cell Number: (631) 967-5288
E-Mail Address: TBROE CDEJANA.com
Fax Number: (631) 967-5288
Federal Employee Identification Number: 13-4275891
Suffolk County Department of Consumer Affairs License Number (If Applicable):
Date: 8-23-2023
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### **EXHIBIT D**

NAME / TITLE

Gary Cervelli - President

### CONTACT INFO - CONTRACT NO. 7995

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:

**ADDRESS** 

7 Mystic Lane, Northport, NY 11768

Gary Gervein - President		7 MySuc Lane, Northport, NT 11700				
	ne first and last name in full, a -President, Treasurer, Secretary	nd in case of corporation, give the	name of			
Contractor:	Trius, Inc.					
Signature:	Lay Penelle					
Name:	Gary Cervelli - President	OF PERSON SIGNING BID				
MINORITY	K IF APPLICABLE OWNED BUSINESS WNED BUSINESS ne: Trius, Inc.					
	ress of Contractor: 458 Johnson	Ave., Bohemia, NY 11716				
Contact Perso	on for Contract Follow-Up: Chris C	Castaldi - Parts Manager				
Business Con	tact Telephone: 631-244-8600					
Cell Number:	631-335-2118					
E-Mail Addres	s: ccastaldi@triusonline.com					
Fax Number:	631-244-8660					
Federal Emple	oyee Identification Number: 11-19	904714				
Suffolk Count	y Department of Consumer Affai	rs License Number (If Applicable):				
Date: 08/22/23	X					
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### SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

DATE:

**September 18, 2023** 

TO:

Chairman/Board Members

FROM:

Jeff Szabo, Chief Executive Officer

**SUBJECT:** 

Contract No. 7996 - Construction of a 20" X 10"-Diameter Well (No. 1A) Approximately 800 Feet

Deep, To Be Located at North Country Road Well Field, Miller Place, Town of Brookhaven, NY

AWARD:

Reject Single Bid

Opened:

September 13, 2023

Published:

August 23, 2023

No of Bids Received:

1

**Documents Sent:** 

6

Bid Received:

A.C. Shultes, Inc.

Bid Amount: \$1,606,214

Recommendation:

Reject Single Bid

Comments:

The Authority received a single bid for Contract No. 7996 - Construction of a 20" X 10"-Diameter Well (No. 1A) Approximately 800 Feet Deep. Engineering reviewed the bid and has recommended rejecting it based on the price and lack of other bids.

The recommendation is to reject bid and to rebid the contract.

### Reviewed by:

J. Pokorny, Deputy, CEO Operations T. Kilcommons, Chief Engineer & Director of

L

Research & Engineering

1

Attachments: 1 memo & List of Bidders

Purchasing Clerk: C.Congiusta Purchasing Agent: V. Stewart

# Contract No. 7996 – Construct a 20"X10" Dia. Well (No 1A) Approx. 800 'Deep, Located at the North Country Road Well Field, Miller Place. Town of Brookhaven Bid Date: 09/13/2023

A.C. Schultes, Inc.	664 S. Evergreen Avenue	Woodbury Heights, NJ 08097 gusiv@acschultes.com
Delta Well & Pump Co., Inc.	97 Union Avenue	Ronkonkoma, NY 11779 Attn: Christopher M. Okon chriso@deltawell.com
Eagle Control Corp.	23 Old Dock Road	Yaphank, NY 11980 spominski@eaglecontrol.com
Layne Christensen Co.	1126 Lincoln Avenue	Holbrook, NY 11741 Bob.grecki@gcinc.com
Peconic Well & Pump	PO Box 1009	Hampton Bays reverserotary@aol.com
Steffen Drilling LLC.	PO Box 278	Glassboro, NJ 08028 francistrum@comcast.net

Present at Bid Opening: Von Stewart, Procurement Agent Catherine Congiusta, Purchasing Clerk

North Country Road Well No. 1A Miller Place, Town of Brookhaven, NY Bid Opening, 09/13/2023

	···	
Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006198 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Bid Bond 7996 North Country Rd. Well No. 1A
10 Permanent 20"x 10" Well Depth 800 Feet 1 EA	Total Val.: Unit Price: Rank:	1,510,014.00 1,510,014.00
20 Clearing & Grading of Drill Site 1 EA	Total Val.: Unit Price: Rank:	80,000.00 80,000.00
30 Additional Drilling and Backfilling 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00
40 Change in Depth of Permanent Well 10 FT	Total Val.: Unit Price: Rank:	800.00 80.00
50 Change in Quantity of Well Screen 10 FT	Total Val.: Unit Price: Rank:	500.00 50.00
60 Well Development by Surging 1 EA	Total Val.: Unit Price: Rank:	1,000.00 1,000.00
70 Well Development by Simu Surge/Pumping 1 EA	Total Val.: Unit Price: Rank:	1,000.00 1,000.00
80 Well Development by Air Impulse Tech 3 DAY	Total Val.: Unit Price: Rank:	4,500.00 1,500.00
90 Added or Deducted Test Pumping 50.0 HR	Total Val.: Unit Price: Rank:	3,500.00 70.00
100 Obtaining Cored Samples, Etc.	Total Val.: Unit Price:	2,400.00 200.00

North Country Road Well No. 1A Miller Place, Town of Brookhaven, NY Bid Opening, 09/13/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006198 10 102571 A.C. SCHULTES INC 664 SOUTH EVERGREEN AVE WOODBURY HEIGHTS NJ 08097 Bid Bond 7996 North Country Rd. Well No. 1A
12 EA	Rank:	1
110 Chemical Treatment 1 EA	Total Val.: Unit Price: Rank:	2,000.00 2,000.00
Total Services	Val.: Rank:	1,606,214.00 1 1606,214.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/13/2023 for 7996 North Country Rd. Well No. 1A, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

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

### INTEROFFICE CORRESPONDENCE

DATE: September 12, 2023

TO: JEFFREY SZABO, CEO

FROM: CHAS FINELLO, DIRECTOR OF RISK MANAGEMENT

SUBJECT: Environmental Policy Renewal – For SCWA Fueling Truck – 9/1/23

During 2022, the Authority purchased a 2021 International MV607 Fueling truck to be used primarily for emergencies when fuel could be in short supply. As you are aware, its purpose is to supply diesel fuel for our pump station generators if our vendors were unable to do so. In order to fill the truck with diesel fuel at the two fueling stations we elected to use, United Metro and Northville, they require an Environmental insurance policy for the sole purpose of providing spill coverage while the truck is at their facility refueling. The auto liability coverage for the truck is provided under our fleet auto policy. The one-year policy was purchased on September 1, 2022. Therefore, the expiration date was off cycle with all our other policies because it was placed in service after the other policies renewed on April 1, 2022.

The policy expired on September 1, 2023. Although renewal applications were submitted to our insurer, Aspen, by August 2, 2023, we were unable to obtain a renewal quote from the underwriter prior to the August 24<sup>th</sup> Board meeting. Based on a Board resolution obtained in March 2023 allowing Risk Management to purchase insurance as required by the operations of the Authority, the policy was renewed on September 1, 2023. In accordance with the resolution, it was renewed only after consulting with and receiving approval from yourself and Tim Hopkins.

The renewal policy contains the same terms, conditions, and premium rate as per the expiring policy. In addition, because pricing was kept flat, we elected to extend the term until April 1, 2025, at a cost of \$8,196.25.

If necessary, kindly add this item to the Board's September meeting agenda for ratification.

Should you have any questions, do not hesitate to contact me.

cc: T. Hopkins

### SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

To: Jeffrey W. Szabo, CEO

From: Bilal Malik

Date: September 15, 2023

Re: Easement for Adjacent Property

In 1997 an easement agreement was negotiated between the Authority and Douglas Naughton. The easement gave Mr. Naughton access to his landlock property, southerly of the Authority's well field and pump station at Old Schoolhouse Road aka Bay Drive in Manorville, New York. Unfortunately, the easement was never recorded and Mr. Naughton continues to use the easement.

Mr. Naughton once again is requesting an easement over the well field, specifically to gain ingress and egress to his property and an easement for utilities. The easement will not require any changes to the fence that is currently surrounding the Authority's property and Mr. Naughton is responsible to maintain the easement. In exchange for the Authority granting the easement, Mr. Naughton will pay the Authority \$3,500.00.

See attached legal description of the easement.

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

Whereas, Douglas Naughton has requested the Authority to grant an easement southerly of the well field and pump station located at Old Schoolhouse Road in Manorville for his property which is currently land-locked, and

Whereas, the easement will be for ingress, egress and installation for utilities for Douglas Naughton's property, and now therefore be it,

Resolved, the Board grants an easement for \$3,500.00 to Douglas Naughton for ingress and egress purposes and an easement for utilities located at 0 S Sunrise Highway in Center Moriches, New York. (SCTM: 0200-677.00-02.00-022.002).

COMMONWEALTH LAND TITLE INSURANCE COMPANY

TITLE NO. RH961869

#### SCHEDULE A

THE PREMISES IN WHICH THE INSURED HAS THE ESTATE OR INTEREST COVERED BY THIS POLICY

### EASEMENT PARCEL

ALL that certain plot, piece or parcel of land lying, situate and being at Rast Moriches, Town of Brookhaven, County of Suffolk and State of New York, being more particularly bounded and described as follows:

BEGINNING at a monument set in the roadbed of Old School House Road (Bay Avenue) 60 feet wide as monumented in the field and shown on the map of W.E. Davis Map #537, which said corner formed by the northerly side of Sunrise Highway (SR27) and the westerly line of Old School House Road as monumented in the field:

1. North 08 degrees 03 minutes 05 seconds East, 879.32 feet;

2. South 87 degrees 50 minutes 56 seconds East, 14.89 feet and from said point or place of beginning;

RUNNING THENCE North 15 degrees 06 minutes 29 seconds East, 20.52 feet;

THENCE South 87 degrees 50 minutes 56 seconds East, 416.89 feet;

THENCE South 02 degrees 09 minutes 04 seconds West 20.00 feet to "Dongan's Line" and the northerly line of lands now or formerly of Douglas Naughton, and later along the northerly side of Map of WE Davis, Map #537;

THENCE North 87 degrees 50 minutes 56 seconds West along Dongan's Line and along said lands of Naughton and WE Davis Map #537, 421.49 feet to the monument, the point or place of BEGINNING.

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

#### INTEROFFICE CORRESPONDENCE

DATE:

September 7, 2023

TO:

Chairman/Members

FROM:

T.J. Kilcommons, P.E., Chief Engineer/Director of R&D

SUBJECT:

Resolution - Blank Lane Well No. 4

Water Mill, Town of Southampton

It is proposed to construct a new production well no. 4 at the Blank Lane well field located in Water Mill, Town of Southampton. This well will have an authorized capacity of 350 gallons per minute and will be used to alleviate system stresses during periods of peak water demand in the Southampton Low Water Supply System.

Kindly place the above-captioned on the Agenda for the September 28th Board Meeting.

Approved by:

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

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 September 28, 2023, the following resolution was adopted and that the same is in full force and effect:

"RESOLVED, to construct Well No. 4 at the Blank Lane Well Field, 5.2-acre site, located on the east side of Blank Lane, 4794' north of Head of Pond Road, Water Mill, Town of Southampton; 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 28th day of September 2023, at Oakdale, New York.

Charles Lefkowitz, Chairman

(SEAL)

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

#### INTEROFFICE CORRESPONDENCE

DATE:

August 29, 2023

TO:

Chairman/Members

FROM:

T.J. Kilcommons, P.E., Chief Engineer/Director of R&D

SUBJECT:

Resolution - Belmore Avenue Well No. 6

North Great River, Town of Islip

It is proposed to construct a new production well no. 6 at the Belmore Avenue well field located in North Great River, Town of Islip. This well will have an authorized capacity of 1,388 gallons per minute and will be used to alleviate system stresses during periods of peak water demand in the South Shore Low Water Supply System.

Kindly place the above-captioned on the Agenda for the September 28th Board Meeting.

Approved by:

Joseph M. Pokorny, P.E.

Deputy CEO for Operations

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 September 28, 2023, the following resolution was adopted and that the same is in full force and effect:

"RESOLVED, to construct Well No. 6 at the Belmore Avenue Well Field, 4.13 acre site, located on the west side of Belmore Avenue, between Oceanside and Amityville Streets, North Great River, Town of Islip; 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 28th day of September 2023, at Oakdale, New York.

Charles Lefkowitz, Chairman

(SEAL)

# SUFFOLK COUNTY WATER AUTHORITY Laboratory

#### INTEROFFICE CORRESPONDENCE

DATE: September 12, 2023

TO: Jeffrey Szabo, CEO

FROM: Thomas Schneider Director of Water Quality & Lab Services

SUBJECT: Board Approval for Waters Xevo TQ-XS tandem mass spectrometer

The laboratory is seeking board approval for a Waters Xevo TQ-XS tandem mass spectrometer used for the analysis of perfluorinated compounds. This will be a replacement for an older system with a trade in credit of \$80k. The Xevo TQ-XS is an advanced benchtop tandem quadrupole mass spectrometer with six orders of linear dynamic range. This system will have greater sensitivity while using less electricity and nitrogen gas.

If you concur with my recommendation, I would like to obtain the Boards approval to purchase a Waters Xevo TQ-XS tandem mass spectrometer for \$402,369.15. Waters Corp has a New York State Contract (PC67250) for scientific instrumentation. This purchase was itemized on the Laboratory's capital equipment purchase for the 2023/2024 budget.

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



Ms. Amanda Comando Suffolk County Water Authority Dept. LC 260 Motor Pkwy Hauppauge, NY, 11788-5132 US

Telephone : 631 218 1128 : 631 563 0357 FAX

Email : acomando@SCWA.com

Sales Proposal Please reference this Quotation When Rurchase Order is issued

23420091 - Expiration Date: 10/05/2023

New York State Contract No. RC67250 Ouotation No:

Dear Ms. Amanda Comando,

Thank you for your interest in Waters! Please find the enclosed Sales Quotation for the products you inquired about. We look forward to working with you and your team for all of your laboratory needs.

To place an order for products and services on this quotation, you may send your hard copy purchase order via email to waters\_quotes@waters.com

You may also contact Waters Sales Support to place your order via telephone at 800-252-4752 Ext. 8023, fax your purchase order to 508-482-8532 or 508-482-8834.

If you have any questions regarding this quotation, please contact your local Account Representative: Zhaoxiang Wu. Zhaoxiang may be reached by telephone at , or via Email at SEAN\_WU@WATERS.COM, or visit us online at www.waters.com.

Waters Sales Support

Tel: 800-252-4752 Ext.8023

Email: waters\_quotes@waters.com

EHS



Account

: Suffolk County Water Authority

Quotation number Creation date : 23420091 : 09/05/2023

Expiration date

: 10/05/2023

#### Sales Proposal Please reference this Quotation when Purchase Order is issued

The terms and conditions of NYS Contract, PC67250, shall govern and take precedence over any terms and conditions written herein, which the Parties agree do not apply to this procurement.

Item	Product#	Qty	Description	Unit Price	Discount	<b>Net Price</b>
1	176850048	1	Waters Xevo TQ-XS System	598,520.00	- 191,630.90	406,889.10
			With the following configuration:			
	176003945	1	Waters Xevo TQ-XS			
	176002527	1	MassLynx Performance Workstation with TL			
	668000273	1	MONITOR, 23"			
	176005222	1	Xevo TQ-XS Dry Backing Pump Option			
	176003948	1	MS Ref StdsXEVO TQ-XS			
			ACQUITY UPLC I-Class PLUS System			
	176015110	1	ACQ. I-Class PLUS Sys. (CH-A) w/SM-FL-I			
	205000726	1	CH-A Extension Kit H/I-Class for MS			
			Installation, Training and Plans			
	741000358	1	XEVO Tandem Quad System Install Cert.			
	176003950	1	Analytical LC-MS Solvent Install Kit			
	740002549	1	Maint: MassLynx S/W 2nd Yr	2,295.00	- 596.70	1,698.30
			FlexCHOICE™ Coverage			
	176600011	1	EBARA-SA30 SVC24M			
	FC0000966	1	XEVOTQXS 1PM SVC24M	39,010.00	- 13,653.50	25,356.50
	176600011	1	UPCHA SVC24M			
	FC0000490	1	UPBSM+ 1PM SVC24M	5,905.00	- 2,066.75	3,838.25
	FC0000619	1	UPISMFL+ 1PM SVC24M	4,000.00	- 1,400.00	2,600.00
2	205000588	1	KIT, ANALYSIS, PERFLUORINATED COMPOUNDS	3,400.00	- 680.00	2,720.00
3	430002011	1	ASSY, EXTENSION LOOP, 100uL	195,00	- 39.00	156.00
4	WAT091007	1	Trade in - Agilent 6490 LCMS system			-80,000.00
			Serial Numbers:			
			Sample Manager (G4226A 1290 Infinity)	DEBAP01986		
			Binary Pump (G4220A 1290 Infinity)	DEBAA01365		
			Column Compartment (1290TCC G1316C)	DEBAC01932		
			Triple Quad Detector (G6490)	SG1127A205		
			Thermostat (G1330B 1290 Infinity)	DEBAK07866		
			Toward the purchase of line items 1 through	3		
5	186015087	2	ACQUITY UPLC I-Class PLUS SM FL-I	33,600.00	- 16,800.00	33,600.00
6	741000122	8	SERVICE LABOR 1 HR	515.00	-7. 1.4.	4,120.00



Account

: Suffolk County Water Authority

Quotation number Creation date : 23420091 : 09/05/2023

Expiration date

: 10/05/2023

## Sales Proposal. Please reference this Quotation When Purchase Order is issued:

ItemProduct#QtyDescriptionUnit PriceDiscountNet Price77410005121Tandem Quad Disposal Service Certificate2,140.00- 749.001,391.00

Total Quotation in USD

402,369.15

(Excludes Taxes & Shipping)

#### **Waters Standard Terms and Conditions**

Delivery:

60 Days

Freight Terms:

FOB Destination

Payment Terms:

NET 30 DAYS

Payment Terms Subject to Credit Review

#### Additional Notes

Note: The discount(s) are greater than and therefore supersede your contractual discount.

A training certificate will be shipped and invoiced at the same time your instrument ships. The certificate will be valid for one year.

For Finance and Leasing Options, please contact our Waters Leasing Account Manager, Jonothan Bennett at (800) 252-4752, Ext. 8206.



Account

: Suffolk County Water Authority

Quotation number Creation date : 23420091 : 09/05/2023

Expiration date

: 10/05/2023

#### Sales Proposal Please reference this Quotation When Purchase Order is issued:

Waters \*\*FlexCHOICE\*\*: mySystem Coverage Waters \*\*FlexCHOICE\*\* personalized, flexible support, maintenance, and service options to meet the unique requirements of your laboratory.

- Performance Maintenance (PM) is a proactive maintenance that keeps your system operating at peak performance. One or more PM visits may be included as specified within the quote. A PM visit is a combination of Waters Quality Parts, including documented standardized protocols, delivered by a Waters Certified Field Service Specialist.
- A more detailed description of coverage and additional options are available in our Statement of Coverage, available upon request.
- Taxes may be applied at time of invoicing where applicable.
- All pricing on this quotation is subject to change, unless otherwise noted in a signed agreement. Pricing on this quotation is valid through date stated as ""Quotation Valid Until"". Payment Terms are subject to Credit Review.
   Please reference this quotation number when issuing your purchase order. Thank you for choosing Waters
  FlexCHOICE mySystem coverage to protect your investment. We look forward to providing the customized level of service and support that's right for your laboratory, while maintaining the performance you have come to trust with Waters

#### INTEROFFICE CORRESPONDENCE

DATE: September 13, 2023

**TO**: Chairman/Board Members

**FROM**: Jeff Szabo, Chief Executive Officer

**SUBJECT:** Hauppauge Laboratory Sample Area Furniture

AWARD: OnePointe Solutions LLC, \$60,611

The Authority seeks to purchase shelving, countertops, and cabinets required for the proposed expansion of a new sample receiving area in the Hauppauge Laboratory. The services required do not include construction. The awarded firm is expected to furnish and deliver the equipment. A third-party General Contractor, under agreement with the Authority, will install this new equipment.

Quotes were solicited from firms, the responsive bidders are: OnePointe Solutions LLC: \$60,611, McHugh Furnishings, LLC: \$104,890, and Grainger submitted a partial bid in the amount of: \$53,592. Quotes were also requested from Fisher Scientific, VWR Scientific, and Thomas Scientific. None of the firms provided a quote.

After reviewing the quotes provided, General Services and Laboratory recommend awarding OnePointe Solutions in the amount of \$60,611 provided OnePointe conforms with SCWA's terms and conditions and insurance requirements.

Please have the Board authorize payment to Onepointe Solutions LLC in the amount of \$60,611.

Reviewed by:

J. Kleinman, Director of General Services

T. Schneider, Laboratory Director

Purchasing Clerk.: D. Puma Procurement Agent: S. Blevins

#### INTEROFFICE CORRESPONDENCE

DATE: **September 19, 2023** 

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: **Brand FX Body Company – Purchase of Subframes** 

The Transportation Department seeks to purchase two additional replacement subframes as part of required maintenance on Authority vehicles. This part is subject to wear and necessary for safe operation of the vehicles. Quotes were solicited from Brand FX Body Company, R.W Truck Equipment Corp., Monmouth Truck Equipment, and Trius Inc.

The quotes received were, Brand FX Body Company: \$4,262 (no freight estimate given), R.W Truck Equipment Corp.: \$8,643(no freight estimate given), Monmouth Truck Equipment: \$8,180 (freight estimate included) and Trius Inc.: no bid.

After reviewing the quotes, Transportation recommends using the low bidder Brand FX. They are the direct distributor of these parts. Freight costs will be subject to quantity delivered and calculated at the time of shipment. All purchase terms and conditions shall be subject to approval by the Legal Department. In current Fiscal Year 2024, the Authority has paid Brand FX \$10,174. In accordance with procurement policy, expenditure exceeding \$5.000 with any vendor must be approved by the Board.

Please have the Board authorize payment to Brand FX Body Company: in the amount of \$4,262 and associated freight costs provided their terms and conditions are approved by Legal.

#### INTEROFFICE CORRESPONDENCE

DATE:

September 12, 2023

TO:

Jeffrey Szabo, CEO

FROM:

Thomas Schneider, Director of Water Quality & Lab Services

SUBJECT:

Surfactant Testing

AWARD:

Long Island Analytical Laboratory Inc., \$24,187.50

The Laboratory seeks to purchase annual surfactant testing for a one-year period beginning January 1, 2024.

Quotes were obtained from Long Island Analytical Laboratory Inc. and Pace Labs based on an estimated amount of 750 samples per year. Long Island Analytical Laboratory had the lowest quote at a cost of \$32.25 per sample (\$24,187.50), while Pace Labs quoted \$42.00 per sample which also included a \$6.00 per sample disposal fee (\$31,525.00).

After reviewing the quotes, the Laboratory recommends using the low bidder Long Island Analytical Laboratory Inc.. Under the Authority's Purchasing Policy, this requires Board approval because the purchase cost will be greater than \$5,000.

Please have the Board authorize the purchase of surfactant testing with Long Island Analytical Laboratory Inc. at a cost of \$24,187.50.

Reviewed by:

J. Deubel, Purchasing Manager

#### **ESTIMATE**

Long Island Analytical Laboratories, Inc. 110 COLIN DRIVE HOLBROOK, NY 11741 vaveraldi@lialinc.com +1 (631) 472-3400



#### Suffolk County Water Authority

Bill to

Suffolk County Water Authority 4060 Sunrise Highway Oakdale, NY 11769 Ship to

Suffolk County Water Authority 4060 Sunrise Highway Oakdale, NY 11769

Estimate details

Estimate no.: 2311

Estimate date: 09/05/2023

Customer Phone Number: 631-218-1138 x 2138 Customer E-mail: Gavin.Marsden@SCWA.com

Terms: Net 30

	Product or service		Amount
1.	MBAS	750 units × \$32.25	\$24,187.50
	Surfactants analysis by SM 21-23 5540C (-00)		
2.	Sampling Technician	52 units × \$0.00	\$0.00
	Sample pick-up, once per week, no charge		
	,		
3.	Sampling Technician	0 units × \$69.88	\$0.00
	Sample pick-up, additional pick-up per week		

Total \$24,187.50





Quote Prepared for:

SUFFOLK COUNTY WATER AUTHORITY

(SCWA)

PO Box 38

Oakdale, NY 11769

Gavin Marsden

(631) 218-1138 ext. 2138

gavin.marsden@scwa.com

Pace® Contact Information

Account Executive

Amy Corr

amy.corr@pacelabs.com

Pace Project Manager

Jennifer Aracri

jennifer.aracri@pacelabs.com

516-370-6016

**Project Information** 

Quote Name

00145683 - SCWA\_MBAS

SM5540C\_9/11/23\_LR

Quote Number

00145683

Standard TAT:

10 Business Days

**Project Location** 

NY

Special Instructions Due to short hold time for analysis, samples

must be delivered to Pace by SCWA the same day as collection. Pace can coordinate sample pickup with prior coordination and with an associated \$30 pickup fee as needed.

Created Date

9/11/2023

Level II

**Expiration Date** 

12/31/2024

Report Level

EDD Requirements: No EDD Required

Certification

Requirements

#### Minimum Laboratory Fee

Waived

#### Quote Details

Quantity Method Matrix	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
750.00 SM 5540C Water Only	Surfactants/ Foaming Agents (MBAS)	~750 samples annually	\$36.00	\$27,000.00	\$27,000.00
1.00	Environmental Impact Fee (Per Invoice)		\$25.00	\$25.00	\$25.00
750.00	Sample Disposal		\$6.00	\$4,500.00	\$4,500.00

Grand-Total \$31,525.00

#### Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

- •Unless accepted, signed and returned, or otherwise noted above, proposal expires 60 days from Created Date above.
- · Quoted prices include standard Pace Analytical QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- · If project specific MS/MSD samples are submitted, they may be billable.
- · Volatile soils need to be frozen within 48 hours of collection. To facilitate this, they should be submitted to the lab within 40 hours of collection.
- · TAT (Turn Around Time) is in working days unless otherwise specified above.
- · To ensure requested TAT is available, please coordinate with your Pace Analytical representative at time of sample submittal.
- · Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- · Please include Quote Number on Chain-of-custody to ensure proper billing.

575 Broad Hollow Rd Melville, NY 11747 Phone: 631-694-3040 Fax: 631-420-8436



- · Pricing includes standard delivery of bottle/sample kits and coolers.
- · Charges will apply for non-standard shipping and for projects where shipping exceeds 10% of the total analytical costs of the shipment.
- All air and air-related equipment charges (i.e. rental fees for unused, unreturned or damaged equipment, are detailed in the Pace® Canister Use Policy
- PACE RESERVES THE RIGHT TO SURCHARGE ON CREDIT CARD PAYMENTS BASED ON CARD TYPE AND ZIP CODE
- PACE RESERVES THE RIGHT TO PASS ALONG ALL EXPEDITED SHIPPING FEES. A MINIMUM FEE OF \$100 PER COOLER MAY BE APPLIED.

Pace Analytical Terms and	a Conditions
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These Standard Terms) govern all services that Pace Analytical \_\_\_\_\_\_\_("Lah") will perform on behalf of \_\_\_\_\_\_\_("Client"), and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively "the Parties), or the Parties subsequently agree to terminate or amend these Terms, as allowed in Section 10 and 12, respectively.

#### 1. Definitions:

Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group Holding Time: The maximum amount of time a sample may be stored before being analyzed.

Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab's information management system (LIMS).

Sample Delivery Group (SDG): A set of samples normally shipped and reported to the Lab as a group.

Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

#### 2. Client's Obligations:

- a. To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
  - Submit a completed purchase order by:
    - 1. hand (i.e., in person)
    - 2. mail, or
    - 3. e-mail; or
  - ii, Place an order by:
    - 1. telephone
    - 2. e-mail. or
    - 3. delivering a sample (or SDG) to Lab and completing the COC
- b. Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:
  - i. Name of the responsible project manager
  - ii. Name of the person submitting the sample
  - iii. Name/location of collection site
  - iv. Date and time of collection
  - v. Specific testing being requested, and
  - vi. Sufficient details about reporting requirement(s).

#### c. Client shall also:

- i. Remain liable for any loss or damage to sample(s) until SDA (including that which may occur as a result of third-party shipping delays)
- ii. Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
- iii. Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
- iv. Reimburse Lab for any costs\* related to delinquent payments
- v. Demonstrate its (or, if applicable, the Prime Client's) credit worthiness by accessing the following link:

https://www.pacelabs.com/my-account.html and clicking on "Client Profile Information." (Note: Client must pre-pay for services pending completion of this process and Lab's approval of a credit line.)

- vi. Pay for any services it orders on any already analyzed sample
- vii. Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
- viii. Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
- ix. Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations. (No SDA of any "high hazard" sample can occur without Lab's express permission.)
- x. Obtain Lab's prior written consent before publishing Lab's name and/or any data
- xi. Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
- xii. Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeuro" event or circumstance, such as natural disasters or government shutdowns; and





xiii. Accept responsibility for any claims, damages, losses, expenses\*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

#### 3. Lab's Obligations:

Lab shall

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.

c. Promptly notify Client of any:

- i. Missing sample or otherwise compromised sample(s)
- ii. Significant delays or other issues affecting Lab's services, or
- iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Impose a one and one half percent (1.5%) per month late charge on any unpaid balances.
- i. Assess a two and one half percent (2.5%) surcharge on any payments made by credit card. (Client can avoid this charge by paying with a debit card, an e-check/check by phone, a wire transfer, or an ACH payment.)
- Invoice Client for each sample or SDG as reported.
- k. Assume risk of loss or damage to any Client sample(s) upon SDA.
- I. Initiate analysis within established holding times so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- m. Indemnify Client for any claims, damages, losses, expenses\*, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- Marrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

#### 4. Lab's Discretionary Actions:

Lab may:

- a. Cease all services, including any release of data, if Client does not pay as agreed
- b. Reject or rescind any SDA if Lab decides sample poses any risk or hazard
- c. Charge or bill Client directly for:
  - . Any supplies (including containers) that are not used or returned
  - ii. Expedited outbound/return shipping for any sample that is not time-sensitive
  - iii. Disposal of any air samples that have not been reclaimed within seven (7) days of Lab's SDA thereof
  - iv. Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required
  - v. A minimum fee for invoicing and/or handling any sample
  - vi. A sample that underwent SDA, but was not analyzed, at Client's direction
  - vii. Additional shipping and handling as deemed necessary
  - viii. Change in scope and/or rescheduling fees
  - ix. Minimum fees or additional surcharges as necessary
  - x. Reasonable attorneys' fees
  - xi. Project resampling related to missed deliveries, etc.
  - xii. Off cycle pricing increase dictated by the market
  - xiii. Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- d. Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- e. Retain Client's unreleased data and/or cancel Client's web portal access pending payment in full.
- f. Increase prices on an annual basis to support market-driven cost-increases.
- 5. Multiple Dilutions: Lab will report a single value for each analyte based on the most appropriate analysis or dilution for that analyte. Based on general screening where appropriate, samples will be reported on a dilution-only basis due to concentrations of target analytes present. Lab may attempt a 10-fold more concentrated analysis if practicable. Client may also request and pay for additional dilutions if practicable.
- 6. Dry Weight Correction / Percent (%) Moisture: Consistent with all applicable reporting methods, Lab will automatically analyze any solid sample (soil) for % moisture to allow for dry weight correction and charge accordingly. If "wet weight" reporting is requested by the client or the regulatory agency, Lab will maintain the charge for dry weight correction even if the results were not corrected for the applicable reporting criteria.
- 7. Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.
- 8. Governing Law: These Terms shall be construed and interpreted pursuant to the laws of the State of Minnesota without giving effect to the principles of conflicts of law thereof.

575 Broad Hollow Rd Melville, NY 11747 Phone: 631-694-3040 Fax: 631-420-8436



9. Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with Section 10 below

#### 10. Termination:

- a. Either party may terminate these Terms upon 30 days' prior written notice.
- b. Lab may immediately terminate for any breach by Client, including its failure to pay within 60 days of Lab's dated invoice.

#### 11. Limitation of Liability:

- a. If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.
- b. This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:
  - i. Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and
  - ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.
  - c. Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.
- 12. Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.
- 13. Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for ten (10) years in a format from which the data and/or test report can be reproduced.
- 14. Intellectual Property: Lab shall retain sole ownership of any new method, procedure, or equipment it develops or discovers while performing services for Client pursuant to these Terms. Lab may, however, grant a license to the Client for its use of same.
- 15. Non-competition: Client shall not solicit or recruit any Lab personnel for at least 12 months following the termination of the services governed by these Terms.
- 16. Non-assignment: Neither party may assign or transfer any right or obligation existing under these Torms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.
- 17. Insurance: Lab carries insurance with the limits of coverage as indicated below and will, upon Client's request, submit certificates of insurance showing same.
  - a. General Liability \$1,000,000 each occurrence; \$2,000,000 general aggregate;
  - b. Personal and Advertising Injury \$1,000,000;
  - c. Automobile Liability \$1,000,000 combined single limit;
  - d. Excess Liability Umbrella \$5,000,000 aggregate; \$5,000,000 each occurrence;
  - e. Worker's Compensation Insurance statutory limits; and
  - f. Professional Liability \$5,000,000 aggregate, \$5,000,000 per claim.

#### 18. Miscellaneous Provisions:

- a. In the absence of an executed agreement between the Parties, the SDA will constitute acceptance of these Terms by Client.
- b. The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.
- c. The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.
- d. These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.
- e. Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.
- f. If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

IN WITNESS WHEREOF, Client and Lab have executed this Agreement through their duly authorized representatives as of the last date below:

[Client]	
By:	
Name:	
Title:	
Date:	
Pace Analytical	
Ву:	
Name:	
Title:	
Date:	

<sup>\*</sup>May include reasonable attorney's fees

#### INTEROFFICE CORRESPONDENCE

DATE:

September 19, 2023

TO:

Jeffrey Szabo, CEO

FROM:

John Deubel, Purchasing Manager

SUBJECT:

BidNetDirect Renewal

**EXTEND:** 

BidNetDirect, \$24,511

The Purchasing Department seeks to extend the Authority's existing agreement with BidNetDirect. Since 2020, Bidnet has provided the online bidder platform used by the Authority to receive bids in the Purchasing Department. The Authority has standardized on the BidNet Platform. BidNet's agreement expired in June and they have been providing their services to the Authority on a month to month basis.

Recently, the Authority has modified its processes to ease data transfer between BidNet and the Authority's SAP system. This integration, which will go live on October 1, allows bids received through Bidnet to be easily entered into SAP through a few commands. Previously, a clerk had to type into SAP each line item from every bid received through BidNet. On January 1, the Authority will require all bids be submitted through the BidNet portal. With these changes, BidNet is more fully incorporated into the Authority's bidding process.

Before making this recommendation, Purchasing researched the marketplace to determine whether there were other procurement management software's that could provide similar services to those provided by BidNet. This research, which occurred in April, identified Ariba, Proactis, and EYVO as potential vendors. While they all offered somewhat comparable products to BidNet's, the cost was almost double from each and it would set the Authority back months with our goals to integrate with SAP and be fully electronic by the first of the year. Making a change, would require training of the Purchasing staff on the new system, as well as the Authority's contractors who use BidNet to learn a new system. Unknown is whether a new system would charge the contractor a fee to use their system. BidNet has a no cost option.

Equally important, BidNet has decreased the cost of its services by approximately Thirty Percent (30%) from the cost of its original agreement. Purchasing also negotiated a termination for convenience clause be added to the agreement that allows the Authority the ability to make a vendor change at any time during the next three years if deemed necessary. Under the Authority's Purchasing Policy, this requires Board approval because the purchase cost of the extension will be greater than \$5,000.

Please have the Board authorize the purchase of three-year extension with BidNetDirect at a total cost of \$24,511.



Order No: BND ORDER419535

#### **OUOTE/ORDER FORM**

**Customer Billing Information** 

Customer Name: Suffolk County Water Authority

4040 Sunrise Highway Address:

Oakdale, NY, 11702

**Contract and Payment Details** 

Contract Term: 3 Year(s)

**Contract Start:** 2023-06-01

**Contract End:** 2026-05-31

Offer Expiry: 30 days

Payment Method: Electronic Funds Transfer

Confidential

John.Deubel@scwa.com

**Payment Terms: Billing Method:** 

**Billing Contact:** 

**Phone Number:** 

**Email Address:** 

30 days

Billing Frequency: Annual

**Electronic Invoice** 

John Deubel

(631) 292-6032

If this Quote/Order Form is signed, it will be considered an Order. If this Order Form is executed and returned by Customer after the Contract Start date above, BidNet may adjust these terms, without increasing the total price, based on the date BidNet activates the Purchased Services. Customer will be notified via an email of any adjustments.

#### **Products and Fees**

Product/Module	Annual Fees	Quantity	Amount	Discount	Per Unit Price	Total	
CLM Team	RFX Module Team Edition (includes 7 full/write users)	1	\$6,500.00	39%	\$3,965.00	\$3,965.00	
CLM Team	CLM Module Team Edition (includes 7 full/write users)	1	\$6,500.00	39%	\$3,965.00	\$3,965.00	
Solicitation Module bidnet direct Value-Free			\$0.00	\$0.00			
Total Annual Fees					•	\$ 7,930.00	
Product/Module	Implementation Fees	Quantity	Amount	Discount	Adjusted Price	Total	
	Consulting/Business Analyst (per hour)		\$240.00		\$240.00		
	Project management (per hour)		\$240.00		\$240.00		
	Data Import per form (min \$3000)		\$3.00		\$3.00		
	Training (per hour)		\$240.00		\$240.00		
Total Implementation	on Fees			•	;	\$ •	
Year 1 Amount					1	\$ 7,930.00	
Year 2 Amount					ļ	\$ 8,167.90	
Year 3 Amount					1	\$ 8,412.94	

#### **Payment Terms for Annual Fees:**

Customer agrees to pay annual fees upon invoicing.

2023-09-06

Year 4 Amount Year 5 Amount **Total Amount Over Term** 

Page 1 of 2

\*\*BND\_ORDER419535 \*36 \*681342754932016864227388704261405595413626816130\*1\*2\*\*\*] Powered by ASC



Order No: BND ORDER419535

Confidential

All payments shall be made in accordance with the terms and conditions of the Master Agreement. All pricing is in USD dollars and does not include any taxes that may apply. Any such taxes are the responsibility of the Customer.

#### **Termination for Convenience:**

Additionally, this Agreement may be terminated for convenience. Suffolk County Water Authority reserves the right to cancel this contract (in part or whole) by giving Bidnet Direct not less than sixty (60) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and cancelled. Upon signature by Customer and submission to BidNet, this Order Form shall become legally binding and governed by the Master Agreement between BidNet and Customer, unless this Order Form is rejected by BidNet. BidNet may reject this Order Form if: (1) changes have been made to this Order Form (other than the completion of the signature block), (2) the signature is incomplete, or (3) the Offer Expiry date has passed.

Acknowledged and Agreed to:

2023-09-06

By: E-SIGNED by Dan Ansell on 2023-09-11 13:44:31 GMT
Name: Dan Ansell
Title: VP Customer Success
Suffolk County Water Authority
Ву:
Name:
Title:

International DataBase Corp (DBA Bidnet)

## SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

DATE: September 18, 2023

TO: Chairman/Board Members

FROM: Jeff Szabo, Chief Executive Officer

SUBJECT: RFP No. 1612 - Radiological Analysis of Drinking Water Samples

January 1, 2024 - December 31, 2024

AWARD: GEL Laboratories, LLC \$51,840

Opened: August 29, 2023 Published: August 11, 2023

No of Bids Received: 1 Documents Sent: 5

Single Bidder: GEL Laboratories, LLC

Bid Amount: \$51,840

Recommendation: GEL Laboratories, LLC

Comments:

The Authority solicited bids for firms to conduct testing of drinking water samples using specified EPA Methods for the Laboratory. As part of the contract, the selected vendor must conduct radiological analysis of drinking water samples in accordance with the specifications outlined in the Request for Proposal. There was one bid received, from the incumbent, GEL Laboratories, LLC. GEL Laboratories holds the current RFP No. 1563 contract for similar services, awarded in October 2020 in the estimated amount of \$41,550. In comparison, GEL's bid reflects a 22% increase from their 2020 bid.

As mentioned, GEL Laboratories, LLC currently holds one additional Authority contract:

Contract No. 1563 – Radiological Analysis of Drinking Water Samples, expires December 2023, original contract award October 2020, was \$41,550. As of September 18, 2023, \$88,800 was paid under RFP No. 1563 to date.

GEL's performance on the above referenced contract is satisfactory.

The Laboratory Department has reviewed the proposal submitted and recommends awarding the RFP to GEL Laboratories, LLC.

Reviewed by:

T. Schneider, Laboratory Director

Attachments: 1 memo, 1 tabulation & List of Bidders

Purchasing Clerk: C. Congiusta Purchasing Agent: S. Blevins

## TABULATION OF BIDS CONTRACT NO. 1612

Bid Opening, 08/29/2023

Line Item Material Mat. Grou Sh. Text Otv. in Base Unit	Ouot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000004698 101937 GEL LABORATORIES LLC PO BOX 30712 CHARLESTON SC 29417-2040
CM004 Gross Alpha/Beta 300 EA	Total Val.: Unit Price: Rank:	15,300.00 51.00
CM004 Photon Emitters (Gamma Scan) 75 EA	Total Val.: Unit Price: Rank:	6,525.00 87.00
CM004 Tritium 75 EA	Total Val.: Unit Price: Rank:	3,825.00 51.00
CM004 Radon-222 90 EA	Total Val.: Unit Price: Rank:	5,310.00 59.00
CM004 Radium-226 120 EA	Total Val.: Unit Price: Rank:	10,440.00 87.00
CM004 Radium-228 120 EA	Total Val.: Unit Price: Rank:	10,440.00 87.00
Total Quot.	Total Val.: Rank:	1 51,840.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/29/2023 for , 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

#### RFP 1612 ANALYSIS OF DRINKING WATER SAMPLES

DUE BY: August 29, 2023

#### SENT PROPOSAL TO:

American Analytical Laboratories, Inc.	840 South Main Street	Akron, OH 44311 info@aal-inc.com
General Engineering Laboratories	P.O. Box 30712	Charleston, SC 29417 Attn: Ms. Tasha K. Horton mrkt@gel.com
Long Island Analytical Lab	110 Colin Drive	Holbrook, NY 11741 LIAL@lialinc.com
Pace Analytical Services Inc.	1638 Roseytown Road	Greensburg, PA 15601 justin.hensley@pacelabs.com
Test America, Richland	2800 George Washington Way	Richland, WA 99354 Attn: Ms. Erica Jordan Permanently closed
Teledyne Brown Engineering Inc.	2508 Quality Lane	Knoxville, TN 37931-3133 Attn: Ms. Rebecca Charles TBEBusiness@teledyne.com



#### **EXHIBIT D**

#### CONTACT INFORMATION RFP NO. 1612

Name:	Carey J. Bocklet	
Signature:	Gay J. Boeld	
Title:	Chief Operating Officer	
	PRINT OR TYPE NAME OF PERSON SIGNING PROPOSAL	

#### PLEASE CHECK IF APPLICABLE

- □ MINORITY OWNED BUSINESS
- □ WOMAN OWNED BUSINESS

Business Name:	GEL Laboratories, LLC
Business Address:	2040 Savage Road, Charleston, SC 29407
Contact Person for Proposal Follow-Up:	Anna Wilcox
Business Contact Telephone:	843-769-7380
Cell Number:	843-870-3772
E-Mail Address:	mrkt@gel.com
Fax Number:	
Date:	08/29/2023

## **MEMO**

TO: Donna Mancuso, Deputy CEO for Administration

FROM: Judy Jakobsen, Executive Director of the Pine Barrens Dept.

cc: P. Weigand, Science and Stewardship Manager

DATE: 8/29/2023

RE: Training request for Polly Weigand to attend the National Cohesive Wildland Fire Management Strategy Workshop and Comprehensive Wildfire Protection Plan – Pre-Workshop Training Course November 4-November 10, 2023 in Santa Fe, New Mexico

Attached please find a request for Ms. Weigand, Science and Stewardship Manager to attend the above referenced workshop. Ms. Weigand has been personally invited to speak at this national conference by the co-chair of the workshop to present on the Commission's prescribed fire program which operates in a challenging wildland urban interface environment (built communities intermingled or abutting large woodland areas). The National Cohesive Wildland Fire Management Strategy is a strategy that addresses the nation's wildfire problems by focusing on three key areas: Restore and Maintain Landscapes; Fire Adapted Communities; Response to Fire. This federal approach is integral for agencies to understand and incorporate into wildfire management and planning.

This is a tremendous honor and opportunity for Ms. Weigand and for the Commission to have the work carried out through the prescribed fire program showcased at this workshop. The attached documents provide additional detail on how much this opportunity will help advance the Commission's wildfire management and prevention programs.

All the costs related to Ms. Weigand attending this workshop will be covered under the NYSDEC-Commission prescribed fire contract.

I would like to respectfully request that this be placed on the September SCWA Board agenda for consideration. If you require further information, please feel free to contact me or Ms. Weigand.

Thank you for your consideration of this request.





# 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 Director of Administration after appropriate departmental approvals have been received for final authorization and processing.

Employee Name: Polly L. Weigand	Title: Science and Stewardship Program Manager
Department: Central Pine Barrens Commissio	
Seminar/Course/Training Requested: (attach literature a	and completed registration form)
National Cohesive Wildland Fire Management Protection Plan Pre-Workshop Training Course	Strategy Workshop and Comprehensive Wildfire e.
Date(s) of Training: November 4 - November 10	), 2023 Number of Hours/CEU:
Location: Santa Fe, New Mexico	
Expected Benefits: See attached	
	d/Lodging: \$ 1608.00 Auto Rental: \$ 0.00
	2208.00
	e allocated to general ledger account 590012/101587- 70000.  (Your Dept Cost Center)  nould be allocated to general ledger account 590024-101587-70000  (Your Dept Cost Center)
APPROVALS:	
Director/Date Director/Date	Deputy CEO/Date
Chief Human Resources Officer/Date Dep Coo for Admin	Chief Executive Officer/Date

Original to Originator, Copy to Director, and Copy to Human Resources Department

#### **Expected Benefits:**

I have been invited to present on the Communication Challenges, Lessons Learned and Successes in Implementing Prescribed Fire in the Wildland Urban Interface (WUI) at the National Cohesive Wildland Fire Management Strategy Workshop (NCWFSW). The National Cohesive Wildland Fire Management Strategy is an intergovernmental coordination collaborative tasked with managing wildland fire risks by developing science-based policy and decisionmaking in order to improve resilience of landscapes and make natural areas and communities less vulnerable to catastrophic fire. The NCWFSW is unique and different from other wildland fire related conferences and workshops as it is an active brainstorming and action oriented platform, focused on bringing the experts wildland fire management to help identify the barriers and overcome challenges associated with vegetation and fuels management; protecting homes communities and other values at risk; advancing effective and efficient wildfire response and reducing human caused ignitions challenges within wildland fire management. The invitation to present at this national workshop demonstrates the success and recognition of the Commission's leadership in developing the Central Pine Barrens Interagency Prescribed Fire Program. As a result, the Strategy is extending us the opportunity to helping address the National Cohesive Wildland Fire Management Strategy by communicating the strategies, tactics and plans successfully utilized by the Commission and our partners in order to inspire, encourage, and facilitate other fire prone urban areas in implementing wildland fire management with equal or greater success and with less time and cost investments.

The returns on accepting the invitation and presenting at this national conference are many and include expanding the prescribed fire program's support network from the state and regional level to the national level, which is integral step in for the prescribed fire program's sustainability, growth and funding. Engaging as an attendee will further my understanding of the National Cohesive Wildland Fire Management Strategy and the leadership of it; source new strategies and tactics for implementing prescribed fire management; obtain progressive wildfire mitigation education and outreach program ideas; identify relevant funding opportunities and hone grant writing skills for continued program development. The opportunity to also attend the two-day CWPP development pre-workshop is extremely timely and beneficial to expanding my knowledge and skills related to this planning process, as we are pursuing federal funding to lead the development of additional CWPP's within the Central Pine Barrens. The \$450 registration fee is waived for serving as a presenter, reducing the overall cost of attendance. However, the significant increase in networking and the high degree of constructive feedback that is afforded by this invitation will be invaluable and will far outweigh the financial cost of attending this workshop. All costs will be covered by the prescribed fire grant. Website for event: http://cohesivestrategyworkshop.org/

From:

Larry Mastic

To:

John McCabe (Forest Preserve District); PB Weigand, Polly

Cc:

westerncohesivestrategy@gmail.com; gwood@southernforests.org

Subject:

Invitation to present at National Cohesive Strategy Workshop in Santa Fe

Date:

Tuesday, August 22, 2023 1:04:56 PM

Importance:

High



SCWA IT x6111 finds this email suspicious! We know Larry Mastic by name, but the email was sent from an unfamiliar address Larry@northeasternforests.org | <u>Know this sender?</u>

CAUTION: This email originated from outside of SCWA. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi John and Polly - as one of the co-chairs for the <u>National Cohesive Strategy Workshop</u> coming up in Santa Fe, Nov. 6-10, I'd like to invite each of you to present about your organization's efforts to carry out a prescribed fire program in a WUI environment. You both have learned much and have a lot to share about lessons learned on this topic. We are working on finalizing the program.

I was thinking about this webinar you both helped give last

February. <a href="https://www.fuelingcollab.com/episode-3-4">https://www.fuelingcollab.com/episode-3-4</a>. For the NCSW, this would be part of a facilitated communications-oriented workshop session during the afternoon on Tuesday, Nov.7 that would focus on communication challenges, lessons learned and successes that may help others.

If you are interested, please let me know ASAP. Also, Katie Lighthall, the West RSC Coordinator and lead for the program agenda will be there at the Rx Fire Workshop in Madison next week, so please find her to learn more about this proposed presentation. Unfortunately I won't be there due to family commitments.

Thanks for your consideration, Larry

#### **Larry Mastic**

Coordinator, Northeast Region National Cohesive Wildland Fire Strategy Wildland Fire Leadership Council

Email: Larry@northeasternforests.org Tel: 703-725-5927

Website: northeasternwildfire.net

#### Cohesive Wildland Fire Management Strategy Workshop

About the Workskop Program Sponsors & Exhibitors

Registration



#### 6th National Cohesive Wildland Fire Management Strategy Workshop

November 6-10, 2023

Registration is now open!

Call for "Not Your Typical 'Poster' Presentations

The International Association of Wildland Fire in partnership with the Wildland Fire Leadership Council (WFLC) and its three regional strategy committees invite you to register and attend the 6th Annual National Cohesive Wildland Fire Management Strategy Workshop, November 6-10, 2023 in Santa Fe, New

WFLC has affirmed that the Cohesive Strategy remains the solid framework by which all stakeholders can address barriers and identify solutions and actions for today's complex wildland fire issues. The Consider Stratogy Administration was released earlier this year and provides a strategic look at the critical emphasis areas and key implementation challenges which were not addressed or have surfaced in the ten years since the development of the original 2014 Cohesive Strategy framework

This event will take advantage of the unique opportunity to utilize the collective voice and brain trust of Workshop attendees to identify solutions and actions for barriers you're experiencing, as well as for the Critical Emphasis Areas and Challenges outlined in the Cohesive Strategy Addendum that are keeping us from implementing the Cohesive Strategy at scale. The WFLC and its: Windows, Northwestern and Southwestern Regions will be pursuing these actions following the Workshop to help overcome barriers and provide further support for implementation of the Cohesive Strategy

Register now to participate in interactive workshop sessions geared toward audience participation, feedback and barrier-busting to make the most of this exclusive opportunity for everyone

#### Who should attend?

This Workshop is considered "mission critical" for anyone working on these issues in local, state, Tribal and federal agencies, and organizations











- > State, Federal, and Tribal land managers, agency administrators and fire managers
- > Federal, State and Private natural resource planning specialists
- > Local planning officials
- > Emergency management and law enforcement personnel
- > Wildfire risk reduction and post fire recovery practitioners
- > County and city management
- > Utilities management
- > Insurance industry leaders

This website made possible through

Q How can we help you?

# Cohesive Wildland Fire Management Strategy Workshop (http://cohesivestrategyworkshop.org/)

# Pre-workshop Training



## Pre-workshop training

The pre-workshop trainings will take place on Saturday and Sunday prior to the Cohesive Workshop. They will be held at the Eldorado Hotel. There is no fee to participate in the training, however, pre-registration is required. You will have an opportunity to sign up when you register for the CS Workshop.

# Training #1: Community Wildfire Mitigation Best Practices Training 2-day short course November 4-5, 2023

Community Wildfire Mitigation Best Practices (CW-MBP) is a national-level training from Coalitions & Collaboratives, Inc. (COCO) and the USDA Forest Service is designed for current or future mitigation specialists, wildfire program leads, and others working with residents and their

Participants will receive:

- Ready-to-use CWPP document template
- Individual coaching after the class
- Community assessment, survey, and outreach templates



National Cohesive Wildland Fire Management Strategy. All Rights Reserved

## Standard Workday and Reporting Resolution

Members for RES days for boa	EREAS, a record of a recharles Lefkowitz us GOLVED, That the S and members and will system based on the	inder Resolu uffolk Cour I report the	ntion No nty Water Auth following day	hority herebys worked to	therefore be it y establishes the the New York	e following as st	andard work Employees'
Title	Name	Social Security Number (Last 4 digits)	Registration Number	Standard Work Day (Hrs/day)	Term Begins/Ends	Participates in Employer's Time Keeping System (Y/N)	Days/Month (based on Record of Activities)
Elected Offici	als						
Appointed Of Chairman	Charles Lefkowitz	2099	R10317019	6	May 2, 2023/ March 24, 2028	N	5.63
	nature of clerk – Secretar				ffolk County W		f the State of
New York, o	do hereby certify that nvened meeting held of that same is a true c	I have compon the 28th	pared the foreg	oing with th	(Name of E the original resolution on file as part	mployer) ution passed by su	uch board, at
	tify that the full board g and that5c						present at
	SS WHEREOF, I have and the seal of the	e hereunto					
Suffolk C	County Water Authori	ity					
	(Name of Employer)						
						(seal)	



#### INTEROFFICE MEMORANDUM

**DATE:** August 31, 2023

cc:

**TO:** Jeffrey W. Szabo, Chief Executive Officer

**FROM:** Donna Mancuso, Deputy CEO for Administration

SUBJECT: SCWA HR POLICY REVIEW - DEI PERSPECTIVE - SECTIONS 6-9

One of the recommendations made by NewPoint Strategies for our Diversity, Equity and Inclusion (DEI) initative, was a complete review of all SCWA HR Policies. A diverse group of volunteers made up of representatives from all divisions at SCWA was formed and met several times in November and December of 2022 to review all 9 sections. A consultant from NewPoint Strategies assisted in guiding our review at each meeting. Members of the review committee are as follows:

Janice Tinsley, Deputy CEO for Customer Service & Chief Diversity & Equity Officer Donna Mancuso, Deputy CEO for Administration
Thomas Rae, Superintendent of Construction Maintenance
Jeremy Brandt, Field Supervisor, Production Control
Gina Spaulding, Call Center Manager
Brian Seevers, Talent Acquisition & Development Manager
Richard Bova, Deputy Director of Strategic Initiatives
Barbara Yatauro, President, Local 393

Extensive discussions were had and recommendations for revisions were approved by all. Revisions are highlighted in the attached policies. It is recognized that several changes will require negotiation with the union; specially, changes to recognized holidays, and those are highlighted in a different color with a note to reference same.

Additionally, several policies required revisions unrelated to DEI and we took this opportunity to update those policies as well: Fleet policy, IT policy, Safety policy.

Please be reminded the Board approved Sections 1 through 5 in February. I'm enclosing Sections 6-9.

After your review, if you agree with our revisions, please present these recommendations to the Governance Committee and then to the full board at their next meeting on September 28, 2023. Thank you.

J. Tinsley, Deputy CEO for Customer Service & Chief Diversity & Equity Officer

B. Seevers, Talent Acquisition & Development Manager

POLICIES AND PROCEDURES

SUBJECT: CONTAGIOUS AND LIFE THREATENING ILLNESSES

**FILE UNDER SECTION NO.:6** 

EFFECTIVE DATE: NOVEMBER 21, 2016September 28, 2023—POLICY NO.: 601

SUPERSEDES: NOVEMBER 1, 2010November 21, 2015 APPROVED:

#### **POLICY**

The Suffolk County Water Authority recognizes that employees with life-threatening or contagious illnesses including but not limited to respiratory illnesses, cancer, heart disease, and AIDS may wish to continue working. As long as these employees are able to meet performance standards and medical evidence indicates that their conditions are not a danger to themselves or others, management and employees should be sensitive to their conditions and allow them to continue working at the same level as other employees, and treat them the same as other employees. In doing so, the Suffolk County Water Authority is committed to maintaining a safe workplace for all employees and visitors.

The Authority offers the following range of resources available through the Human Resources Department:

- Management and employee education programs and information on illnesses.
- Referral to agencies and organizations that offer supportive services for life-threatening illnesses.
- Benefit consultation to assist employees in effectively managing health, leave and other benefits.

#### **PROCEDURE**

When dealing with employees who are suffering from any contagious or life-threatening illness, management should:

- 1. Remember that an employee's medical condition is **confidential**. Reasonable precautions are to be taken to ensure information regarding an employee's health is provided only to those persons with a need to know.
- 2. Contact the Human Resources Department if you believe that you or other employees need information about an illness, or if you need further assistance in managing a situation that involves an employee who is affected by a life-threatening or contagious illness.
- 3. Contact the Human Resources Department to determine if you should be concerned about the possible contagious nature of an employee's illness.
- 4. Contact the Human Resources Department to determine if a statement should be

obtained from the employee's attending physician to confirm that the employee's continued presence at work will not pose a risk of harm to the employee, or risk of harm or contagion to co-workers or customers. Human Resources will obtain this statement from the physician. The Authority reserves the right to require an examination by medical personnel at our designated facility to ensure an employee is able to work safely.

- 5. If warranted, make Human Resources will review reasonable accommodations for employees with illnesses so long as an undue hardship is not placed on the Authority.

  Managers and supervisors should contact the Human Resources Department for guidance and approval of all medical reasonable accommodations to be granted under Policy 209.
- 6. Be sensitive and responsive to co-workers' concerns and emphasize employee education available through Human Resources or our Work Life Assistance Program (WLAP)
- 7. No special consideration should be given, beyond normal transfer requests, to employees who feel threatened by a co-worker's illness.
- 8. Employees should be encouraged to seek guidance from the **WLAP** for medical treatment and counseling services. Information on these can be obtained through the Human Resources Department.

#### POLICIES AND PROCEDURES

SUBJECT: DRUG-FREE WORKPLACE FILE UNDER SECTION NO.: 6

EFFECTIVE DATE: NOVEMBER 21, 2016September 28, 2023 POLICY NO.: 602

SUPERSEDES: FEBRUARY 27, 2012November 21, 2016 APPROVED:

#### POLICY

It is the policy of the Suffolk County Water Authority that the unlawful manufacture, distribution, possession, being under the influence of or use of a controlled substance (illegal drugs, alcohol or misuse of legal drugs) on Authority premises, in Authority vehicles, or while conducting Authority business off premises is absolutely prohibited. Violations of this policy will result in disciplinary action up to and including termination of employment and may result in legal consequences. Additionally, the sale or transfer of illegal or legal drugs is a criminal offense and will be reported to the appropriate law enforcement authorities.

#### PROCEDURE

The Authority has a vital interest in maintaining safe, healthful and efficient working conditions for employees. It is our belief that drug and alcohol abuse results in a significant cost to the operation of our business, to our employees and to their families. Further, we recognize drug and alcohol dependency as an illness and a major health problem. To support our commitment to a Drug and Alcohol Free Workplace, the Authority has implemented a comprehensive drug education, drug awareness and drug testing program which is intended to inform and educate employees and to monitor employees in safety sensitive functions regarding:

- The Authority's policy of maintaining a drug and alcohol free workplace.
- 2. The dangers of drug and alcohol abuse in the workplace.
- 3. The Authority's commitment to providing professional assistance to employee's needing help in dealing with substance abuse problems through:
  - medical coverage which provides for in-patient as well as out-patient services.
  - b. Authority-provided Work Life Assistance Program (WLAP) to assist with treatment in a recognized rehabilitation program.
- Providing our services to the community by maintaining a drug and alcohol free workforce.

The Authority maintains a Work Life Assistance Program (WLAP). We strongly urge employees to use the WLAP for help with alcohol or drug problems whether for yourself or your family member. It is each employee's responsibility to seek assistance from the program before the problem affects judgment, performance or behavior. When an employee is observed to be unfit for work, that employee will be offered transportation home and tested for alcohol or drugs if the employee is in a safety sensitive position or if otherwise permitted by collective bargaining

agreement. An administrative referral may be made to the EAP. The Chief Human Resources Officer-Deputy CEO for Administration or a Human Resources representative will follow up with that employee within twenty-four (24) hours of the incident to ensure the employee understands the administrative referral procedure (see Policy 408 - Administrative Referral).

To further demonstrate the importance of this policy, the Authority will conduct employee drug screens during pre-employment medical examinations.

The Authority complies with the US Department of Transportation's drug and alcohol testing requirements. Those employees who are required to have a commercial driver's license (CDL) for operating Authority-owned vehicles as part of their regular job duties, or on an as required basis, are additionally subject to the requirements set forth in Policy 407.

#### POLICIES AND PROCEDURES

SUBJECT: EMPLOYEE HEALTH AND SAFETY FILE UNDER SECTION NO.:6

EFFECTIVE DATE: March 25, 2021September 28, 2023 POLICY NO.:

603

SUPERSEDES: November 21, 2016March 21, 2021 APPROVED:

#### POLICY

SCWA believes in an employee working environment that is free of recognized hazards and that promotes the health and well-being of our entire staff. Our commitment to employee health and safety will be demonstrated through the way we train our peoplestaff members, the way management responds to employee concerns, and the way we work together to solve issues that might pose undue risk to a member of our team.

Our goal is to reduce worker injuries, accidents, and near misses through better project planning, job task analysis, employee input and suggestions, facility design, and promoting safety culture throughout SCWA and overall focus on resolving issues responsibly. We will utilize regulatory guidelines as a baseline and build on that foundation a program that places great importance on the health and well-being of our entire workforce, regardless of position.

We expect all employees to adhere to the Health and Safety Plan, company policies, directions, and written safety programs that are in-place for their benefit with regards to health and safety. There will always be an open-door policy for employees who wish to discuss matters that involve their work environment.

#### WE ARE COMMITTED TO:

- Making every effort feasible to minimize potential risk through engineering controls, administrative measures, and providing quality personal protective equipment (PPE).
- Maintaining written programs that provide direction and guidance with regards to worker protection.
- Providing funding to remediate, correct, reduce, or eliminate recognized hazards
- Being open to employee suggestions for overall safety and providing a method for employees to remain anonymous.
- Regularly scheduled monthly Safety Committee meetings with managers and employees for the purpose of recognizing, communicating, and addressing potential safety issues.
- Providing quality employee training wherever necessary.
- Holding our management staff accountable and responsible for employee safety.
- Holding employees accountable and responsible for their own actions. They\_will be
  expected to adhere to company safety programs, established procedures and
  training requirements received throughout the course of their employment.
- Annually review our commitment to the safety program and suggest ways to improve overall quality and communication.

## **PESH and OSHA Compliance**

Compliance with all Public Employee Safety and Health (PESH) and Occupational Health and Safety (OSHA) requirements is mandatory. Each employee is advised to consult with their supervisor and the Environmental Health and Safety Department when necessary for guidance.

The Authority will cooperate with PESH and OSHA inspections and compliance reviews. A manager or division head should be present at such inspections or reviews, along with the Safety and Environmental Health and Safety Manager.

## Workers' Compensation

The Authority will administer its Workers' Compensation program in accordance with applicable rules and regulations. (See Policy 604 - Worker's Compensation and Injury Reporting.)

## Basic Rules and Standard Practices for Management/Supervisors

- Attend all safety-related training courses required for supervisors.
- 2. Attend all safety-related training courses required for their employees.
- 3. Complete yearly refresher training, as required by SCWA, PESH & OSHA.
- 4. Plan all projects with employee safety in mind.
- Ensure that any chemicals required for a project are evaluated for their level of toxicity and physical characteristics and have been approved by the EHS Department. Use the chemicals with the lowest risk.
- 6. Prior to SCWA taking possession of any chemical, a Safety Data Sheet is supplied to EHS for approval and cataloging in the SCWA, SDS online portal.
- 7. Ensure that tools provided for employee use are right for the task(s) at hand, and that all tools and equipment are periodically inspected and calibrated where necessary.
- All projects must be completed safely. efficiently, cost effectively, and safely.
   Rregardless of the time constraints for any project, safety must never be circumvented or compromised.
- 9. Investigate all accidents, injuries, and near misses for cause factors. Report all injuries using company forms. Use accidents, injuries, and near misses to instruct employees on how to prevent re-occurrence of the same.
- 9.10. Participate in the Management Incident Review Phone Call after an employee resports an accident, injury or near miss.
- 10.11. Lead by example in matters of health and safety; including wearing PPE in the field.
- 11.12. Promote safety culture throughout SCWA.-
- 12.13. Enforce all company safety rules, policies policies, and procedures.

#### Basic Rules and Standard Practices for Employees

- Attend all required safety related training courses.
- 2. Adhere to training content where applicable.
- Complete yearly refresher training, as required by SCWA, PESH & OSHA
- 4. Inspect all tools and equipment prior to usage. Report any deficiencies or defects to their supervisor.
- 5. Inspect all PPE prior to usage. Report any deficiencies or defects to their supervisor.
- 6. Use all chemicals safely. Follow instructions received in training and guidelines, from the safety data sheet (SDS) with regards to storage and use.

- 7. Report unsafe conditions, should they exist, to your supervisor in accordance with the CBA
- 7.8. Report any accident, injury or near miss in accordance with Policy 604.-
- 8.9. Bring a right attitude and behavior to work each and every day.

## Safety & Health (Written) Programs

Utilizing State and Federal guidelines as a foundation, SCWA has set forth policy and procedures governing the way hazard evaluations are performed, and what actions are taken as a result of those risk assessments. Engineering and administrative controls are outlined, as well as the continued issuance of employer provided personal protective equipment (PPE). The written programs are available in the SCWA Safety Manual and Safety Sharepoint website. following is a list of such written material:

- Working Safely with Electricity
- Hazard Communication and "Right-to-Know"
- Permit-Required Confined Space
- Fleet Safety Program
- Respiratory Protection
- Asbestos Operations & Maintenance
- Chemical Hygiene Plan
- Building Evacuation & Emergency Response
- Working in Heat-Stress Environments
- Chemical Spill Response
- Personal Protective Equipment
- Trenching and Shoring
- Working Around Underground Utilities
- Fall protection
- Lock Out Tag Out

Utilizing State and Federal guidelines as a foundation, SCWA has built a comprehensive training program. All training programs are available in the SCWA Safety Manual and Safety Sharepoint website., providing employee awareness in the following areas:

- Control of Hazardous Energy
- Working with Live Parts
- Hazard Communication & N.Y. State "Right-to-Know"
- Confined Space Awareness
- Atmospheric Monitor Use
- Powered Industrial Trucks Forklifts
- (Federal) Department of Transportation Hazardous Materials
- Personal Protective Equipment (PPE)
- Respiratory Protection & Equipment "Fit Testing"
- Ergonomics (task specific)
- Equipment Use (department specific)
- Trenching & Shoring
- Asbestos Operations & Maintenance
  - Working in Heat Stress Environments
- Working in Cold Stress Environments
- Building Evacuation Exercises
- Portable Fire Extinguisher Use

- Roadside Construction (including Flagging & traffic safety)
  - Welding / Acetylene Use
- <u>Ticks and Environmental Risks including:</u>
- Lyme Disease / West Nile Virus / Poison Ivy, Sumac, Oak
- Smith System Defensive DrivingFleet Safety and Accident Prevention
- CPR & First-Aid
- Chemical Hygiene
- Chemical Spill Response (mercury, solvent, fuel, hypochlorite)
- Mechanics Shop Safety
  - Working Safely around Underground Utilities
  - Chainsaws
- Wood Chippers
  - Traffic and Flagging
  - PPE (Basic)
    - Lab Safety (Basic)
- Fall Protection
  - Jack Hammers
    - **Truck Cleanliness**
- Working around Heavy Machinery

## **Safety Committee**

SCWA has a <u>2 safetyrepresentative</u> committees, <u>comprised of union and management staff as</u> per the CBA.

The Safety committees which convenesmeet monthly to discuss matters such as issues, recommendations, workplace hazards (should they exist) and direction for such topics as workplace hazards (should they exist), unsafe acts of individuals, and accident preventative measures for employee well-being. The committee consists of labor, management, and engineering, and has been involved in tangible acts such as a "Safety Poster" program and underground utility identification awareness. The Safety & Environmental Manager chairs the committee within all departments except the laboratory.

The Laboratory Safety Committee convenes quarterly to discuss matters such as issues, recommendations, workplace hazards (should they exist), unsafe acts, and accident preventative measures within the laboratory.

## **New Employee Orientation**

Employees are provided training prior to job start from Human Resources (company policies and job requirements), the Environmental Health & Safety Department (specific material relevant to job requirements), and from the hiring department (operational and/or equipment training) to ensure that safety is identified, highlighted, and expected before a new-start employee is required to perform an assigned task.

#### Physical Examination

Physical examinations may be required of all employees:

- 1. Upon employment or reemployment.
- Upon return to work after a leave of absence for an illness of one month's duration or longer.
- At any time deemed necessary for the best interests and the protection of the employee and the Authority.

## **Personal Protective Equipment**

Where necessary, by reason of hazard, the Authority will provide the necessary personal protective equipment to ensure the well-being of the employee. These items may include but are not limited to the following:

- 1. Safety Glasses, Face Shield and Goggles prescription and non-prescription
- 2. Ear Protection (Headphones or Ear Plugs)
- Gloves/Aprons
- Clothing/TYVEK Suits
- 5. Safety Shoes/Boots/Waders
- Hard Hats
- 7. Respiratory Protection Equipment
- 9.10. Arc-Flash Protective Clothing
- Electric Gloves
  - a) Supervisors must review the operation and provide to the employee all necessary personal protective equipment. Supervisors must ensure proper use and maintenance of safety equipment. With respect to Item 9 listed above, a procedure has been put into practice for inspection and swap-out of electric gloves twice per year, compliant with OSHA 1910.137. This procedure is documented in the Authority's Safety Manual.
- Fall protection

## Quicksters Safety Flow Downs (Monthly Safety Talks)

Quicksters Safety Flow Downs are monthly safety talks developed by the safety department. They can contain excerpts from the health and safety plan and/or topical safety items. They are made available monthelymonthly via the Safety SharePoint site. All staff should review the quicksters Safety Flow Downs as they are made available.

Weekly (Topical) Safety Talks

Each department (General Services, Engineering, Production Control, Construction Maintenance, and Customer Service) engages in weekly safety talks utilizing material designed specifically for the water utility industry.

## **Medical Surveillance Programs**

Employees are provided, at no cost, medical (health) services and screenings depending upon the job assignments afforded them. Such procedures include:

- Pulmonary Function Testing (PFT)
- Lyme disease testing
- Physical examination for CDL drivers

## Administrative and Field Safety & Health Inspections

Daily/weekly/monthlyRegular field inspections take place that can consist of consisting of roadside construction set-ups, employee driving practices, and program evaluations. Building inspections, held quarterly,All buildings should be walked on a monthlyquarterly basis to ensure target exit access and egress, fire extinguishers, emergency lighting and MSDS availability per location are all up to code.

## **Emergency Evacuation Drills**

Annually, SCWA carries out building evacuation exercises. The simulations target assembly areas, assigned responsibilities for the process, and evacuation routes (building specific). Field personnel are briefed as to the process.

#### Safety Rules for All Departments

These The following safety rules have been established by the Safety and Environmental EHS Manager/Supervisor and the Director of Risk Management General Services and approved by division management Deputy CEO for Administration for the protection of each employee. All employees are required to cooperate in observing these rules and to help maintain a safe and orderly place to work.

- 1. Obtain full instructions and training before operating any machine or equipment with which you are not familiar.
- Never operate any machine or equipment unless you are specifically authorized to do so.
- Make sure all safety attachments are in place and properly adjusted before operating any machine or equipment.
- Do not operate any machine or equipment at unsafe speeds. Shut off equipment that is not in use.
- Do not operate defective equipment. Do not use broken tools. Report defective equipment to your supervisor.
- Never start any job without being completely familiar with the safety techniques that apply to it. Check with the area supervisor if in doubt.
- 7. Wear all protective garments and equipment for proper job safety. Use the personal protective equipment (PPE) provided for you and properly wear all required clothing prior to performing any job tasks (i.e safety shoes, vests).
- 8. Do not wear loose, flowing clothing or jewelry while operating machinery. In addition,

- extreme caution must be taken with long hair.
- 9. Never perform repairs, maintenance or adjustments to any machine or equipment unless you are specifically authorized and trained to do so in accordance with the energy control procedures written for that piece of equipment/machinery. These operations should be done in accordance with manufacturers' instructions.
- 10. Properly store all tools and equipment when not in use.
- 11. Do not lift items that are too bulky or too heavy to be handled by one person. Ask for assistance and use proper material handling equipment and techniques.
- Keep all aisles, stairways and exits clear.
- 13. Do not place equipment and materials where they block emergency exits routes, fire boxes, sprinkler shutoffs, machine or electrical control panels or fire extinguishers.
- 14. Stack all materials neatly and make sure piles are stable.
- 15. Keep your work area, machinery and all company facilities clean and neat.
- 16. Do not participate in horseplay or tease or otherwise distract fellow workers. Do not run on company premises, always walk.
- 17. Report all safety deficiencies immediately.
- Always promote Safety Culture whenever possible.

#### POLICIES AND PROCEDURES

SUBJECT: PREVENTING WORKPLACE FILE UNDER SECTION NO.: 6
VIOLENCE

EFFECTIVE DATE: February 27, 2017September 28, 2023 POLICY NO.: 605

SUPERSEDES: July 15, 2014February 27, 2017 APPROVED:

## POLICY:

The Suffolk County Water Authority is a Public Benefit Corporation committed to maintaining a safe, healthful, and efficient working environment where employees and customers are free from the threat of violence and intimidation.

In keeping with this policy, the Authority prohibits any employee from engaging in any act – either on Authority premises or during the performance of work-related duties that:

- Threatens the safety of an employee and/or customer
- Affects the health, life, or well-being of an employee and/or customer
- Intentionally, results in damage to Authority, employee, or customer property

Such acts include, but are not limited to:

- Threatening, intimidating, coercing, harassing, bullying, hazing (racial/discriminatory), or assaulting an employee or customer
- Harassing, including sexually harassing, an employee or customer
- Carrying concealed weapons on Authority property and vehicles, or concealing a weapon on Authority property and vehicles.
- Allowing unauthorized persons to access to any Authority building without management permission
- Using, duplicating, or possessing keys to vehicles, buildings or offices within the building without authorization
- · Stealing, or attempting to steal, property of the Authority, an employee, or customer
- Damaging, or attempting to damage, property of the Authority, an employee, or customer

While the Authority will act in the best interests of its employees and customers in an effort to avert a violent incident, no one can absolutely guarantee that unexpected events will not happen in the workplace. The following contingency plans have been put in place in the event of violence in our workplace.

- 1. Contact the appropriate law enforcement agency to report crime and/or request medical attention (911).
- Contact Donna Mancuso, Chief Human Resources Officer Deputy CEO for Administration Deputy CEO for Administration (631-563-0219), Tim Hopkins, General Counsel Chief Legal Officer (631-563-0236) or Jack Walsh, our Safety & Environmental Manager (631-563-0281) in the event of an incident. Notification should also be made to the Office of Emergency Management (OEM).

- 3. An Authority spokesperson has been designated to handle media including press releases and giving interviews do not release any information without the appropriate authorization.
- 4. The Authority's Work Life Assistance Program (WLAP) will be called on site to assist employees following an incident.
- A thorough investigation will be conducted by the Human Resources Department, and if necessary, appropriate disciplinary action will be taken, and where appropriate, authorized by the Board.

## PROCEDURE

- 1. Any employee who has been threatened, is a victim of a violent (or potentially violent) act, witnesses any threats or violent acts, or learns of any threats or violent acts, is to report such activity to Human Resources (or any other reporting level outlined in the Authority's Workplace Violence Prevention Program) immediately. Each report will be promptly evaluated and investigated to determine the follow-up actions that are necessary. Law enforcement intervention will be requested if it is determined by the Authority to be necessary.
- Information about an incident or threat will be disclosed on a need-to-know basis only, so that a fair and thorough investigation can be conducted and/or appropriate corrective action can be taken. Additionally, the Authority will make every effort to ensure the safety and privacy of the individuals involved.
- An employee who engages in prohibited conduct will be subject to appropriate disciplinary action up to and including termination of employment, as determined by the finding of the investigation.
- 4. Episodes of workplace violence can only be eliminated if employees participate in the Authority's overall program to eradicate violence from the workplace. Employee participation includes a willingness to report threats, violent acts, and other unsafe conditions. To encourage employees to come forward without fear of retaliation, the Authority will promptly investigate all complaints of retaliation and impose appropriate disciplinary action, up to including termination of employment.
- 5. The Authority will conduct awareness training for all of its employees. These sessions will explain the Authority's policy of workplace violence, as well as cover procedures for reporting and investigating threats, violent acts, and unsafe workplace conditions. In addition, employees will be informed of their responsibilities and of the measures they can take to protect themselves and their co-workers from episodes of workplace violence.
- 6. The Human Resources Department and the Office of Emergency Management will routinely monitor the effectiveness of the Authority's Workplace Violence Prevention Program. Changes to correct deficiencies will be made as necessary.
- 7. All employees are encouraged to take an active role in creating a safe work environment. Any suggestions for improving the security of the workplace should be directed to the Chief Human Resources Officer Deputy CEO for Administration or the Office of Emergency Management.
- 8. In the event of an occurrence, the Human Resources Department will be notified and appropriate actions will be taken to insure that all resources are made available to employees.

The Authority will respond promptly to threats, acts of violence, and acts of aggression by employees or against employees by employees and/or members of the public. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve.

## **Zero Tolerance**

The Suffolk County Water Authority has a policy of zero tolerance for violence. If you engage in any violence in the workplace, or threaten violence in the workplace, you will be subject to discipline up to and possible termination of employment for cause. No talk of violence or joking about violence will be tolerated.

"Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, threatening behavior, or verbal <u>or electronic</u> abuse occurring in the work setting. It is the intent of this policy to ensure that everyone associated with this business, including employees and customers, never feel threatened by any employee's actions or conduct.

## **Workplace Security Measures**

In an effort to fulfill this commitment to a safe work environment for employees, customers and visitors, the following measures have been put in place:

- Access to the Authority's property is limited to those with a legitimate business interest.
- All visitors must display identification, state their purpose, and then register while on the Authority property.
- The Authority, at the request of an employee, or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on Authority property. This policy particularly applies in cases where the employee suspects that an act of violence will result from an encounter with said person or persons.

As part of its Workplace Violence Prevention Program, the Authority will continue to assess its workplace and take measures to make it safer

#### All Weapons Banned

The Authority specifically prohibits the possession of firearms, imitation firearms, knives or other dangerous weapons, instruments or materials. No one on Authority property shall have in their possession a firearm or other dangerous weapon, instrument or material that can be used to inflict bodily harm on an individual or damage to Authority property without specific authorization from the Chief Executive Officer (CEO) regardless of whether the individual possesses a valid permit to carry the firearm or weapon. This ban includes keeping or transporting a weapon in a vehicle in a parking area, whether public or private. Employees are also prohibited from carrying a weapon while acting on business of the Authority.

#### Inspections

Desks, vehicles, lockers, telephones, and computers are the property of the Authority. The Authority reserves the right to enter or inspect your work area, with or without notice.

The fax, copier, and mail systems, including e-mail are intended for business use. Personal business should not be conducted through these systems. Under conditions approved by management, telephone conversations may be monitored and voice mail messages may be retrieved in the process of monitoring customer service interactions.

Any private conversations overheard during such monitoring, or private messages retrieved that constitute threats against other individuals can be used as the basis for termination for cause.

## Reporting of Incidents

#### 1. General Reporting Responsibilities

Incidents of workplace violence, threats of workplace violence, or observations of workplace violence should not be ignored by any employee of the Authority. Workplace violence should promptly be reported to a Supervisor or any member of management with whom you feel comfortable. All employees are encouraged to report behavior that they reasonably believe has a potential for workplace violence. It is important that all members of the Authority take this responsibility seriously to effectively maintain a safe working environment.

Under the New York State Labor Law, Section 27-a (Public Employer Safety and Health Act) public employers are required to assess the workplace, prepare a workplace violence prevention program, train employees on workplace violence issues, and record and report workplace violence incidents. The Authority also is required under law to record an employee workplace violence injury if it results in death, days away from work, restricted work or transferred to another job, medical treatment beyond first aid and loss of consciousness. The Safety & Environmental Manager is to report any employee related fatalities and multiple hospitalizations to the Department's Public Employee Safety and Health (PESH) Bureau, within eight (8) hours of the incident.

## 2. Imminent or Actual Violence

Any person experiencing or witnessing imminent danger or actual violence involving weapons or personal injury should contact their supervisor; any member of management; Donna Mancuso, Chief Human Resources Officer Deputy CEO for Administration Deputy CEO for Administration (631-563-0219), Tim Hopkins, General Counsel Chief Legal Officer (631-563-0236) Jack Walsh, our Safety & Environmental Manager (631-563-0281) or any member of Human Resources, without delay. Additionally, employees should contact the police (911) if they deem necessary, and the Office of Office of Emergency Management should be notified as soon as possible.

## 3. Acts of Violence Not Involving Weapons or Injuries to Persons

Any person who is the subject of a suspected violation of this policy involving violence without weapons or personal injury, or is a witness to such suspected violation, should report the incident to his or her supervisor.

#### 4. Commission of a Crime

All individuals who believe a crime has been committed against them have the right, and are encouraged, to report the incident to the appropriate law enforcement agency.

#### 5. False Reports

Employees of the Authority who make false and malicious complaints of workplace violence, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action and/or referral to civil authorities as appropriate.

#### 6. Incident Reports

The Authority will keep records of workplace violence incidents.

## Responsibilities

#### 1. The Human Resources Department

The Human Resources Department shall be responsible for the implementation of this policy throughout the Suffolk County Water Authority. The responsibility includes dissemination of this policy to all employees, ensuring appropriate investigation and follow-up of all alleged incidents of workplace violence, and ensuring that all directors, managers, and supervisors are aware of their responsibilities under this policy through internal communications and training.

The Human Resources Department is responsible for assisting the Office of Emergency Management in responding to workplace violence; facilitating appropriate responses to reported incidents of workplace violence; and consulting with, as necessary, counseling services such as the Authority's Work Life Assistance Program (WLAP) to secure professional intervention. The WLAP is a confidential service.

The Human Resources Department is also responsible for providing new employees with a copy of the Workplace Violence Policy and insuring that employees receive appropriate training. The Human Resources Department will also be responsible for disseminating this policy to all employees, as well as posting the policy throughout the Authority.

# 2. Chief Human Resources Officer Deputy CEO for Administration/Human Resources Department in conjunction with Office of Emergency Management

The Authority's Chief Human Resources Officer Deputy CEO for Administration Deputy CEO for Administration along with the Human Resources Department and Office of Emergency Management are responsible for responding to, intervening, and documenting all incidents of violence in the workplace. The Chief Human Resources Officer Deputy CEO for Administration will immediately log all incidents of workplace violence and will notify the Office of Emergency Management and the respective supervisor of an incident with his/herthe employee and a determination will be made when law enforcement intervention may be appropriate. An internal tracking system of all threats and incidents of violence will be maintained. The Chief Human Resources Officer Deputy CEO for Administration, with the Human Resources Department and the Office of Emergency Management will maintain records detailing the number and description of workplace violence incidents, the disposition of the incidents, and recommend policy, training issues, or security procedures that were or should be implemented to maintain a safe working environment. The Chief Human Resources Officer Deputy CEO for Administration will be trained in workplace violence awareness and prevention, non-violent crisis intervention, conflict management, and dispute resolution.

When informed, the Chief Human Resources Officer Deputy CEO for Administration will maintain a record of any "Orders of Protection" involving employees.

#### 3. Safety & Environmental Manager

Routinely, the Safety & Environmental Manager, as head of the Safety Committee, will meet with representatives from both Union and Management for the purpose of discussing workplace safety issues.

The Safety & Environmental Manager will work closely with Human Resources and the Office of Emergency Management when the possibility of workplace violence is heightened, as well as on the appropriate response to workplace violence incidents consistent with Authority policies, rules, procedures and the collective bargaining agreement, including appropriate disciplinary action up to and including termination.

## 4. Supervisors

Each Supervisor is responsible within his/her department for the implementation of this policy. Supervisors must report to the Human Resources Department any complaint of workplace violence made to <a href="https://himherthe.supervisor">him/herthe.supervisor</a> and any other incidents of workplace violence of which <a href="https://he-supervisor">he/shethe.supervisor</a> becomes aware or reasonably believes to exist. Supervisors are expected to inform their immediate Manager/Director promptly about any complaints, acts, or threats of violence even if the situation has been addressed and resolved. After having reported such complaint or incident, the Supervisor should keep it confidential and not disclose it further, except as necessary during the investigation process, and/or subsequent proceedings.

Supervisors are required to contact 911 immediately in the event of imminent or actual violence involving weapons or potential physical injuries.

## 5. Employees

Employees must report workplace violence, to their supervisor. Recurring or persistent workplace violence that an employee reasonably believes is not being addressed satisfactorily, or violence that is, or has been, engaged in by the employee's supervisor should be brought to the attention of the Human Resources Department.

Employees who have obtained Orders of Protection are expected to notify their supervisors and/or the Chief Human Resources Officer Deputy CEO for Administration. The Chief Human Resources Officer Deputy CEO for Administration will notify the Office of Emergency Management as needed.

Victims of domestic violence who believe the violence may extend into the workplace, or employees who believe that domestic or other personal matters may result in their being subject to violence extending into the workplace, are encouraged to notify their Supervisor and/or the <a href="Chief Human Resources OfficerDeputy CEO">Chief Human Resources OfficerDeputy CEO</a> for Administration. Confidentiality will be maintained to the fullest extent possible.

Upon hiring, and annually thereafter, employees will receive copies of this policy. Additionally, the policy will be posted throughout the Authority.

#### 6. Suffolk County Water Authority Communications

All communications to the Authority and outside entities regarding incidents of workplace violence will be made through the Chief Executive's Office (CEO).

#### 7. Confidentiality

The Authority shall maintain the confidentiality of investigations of workplace violence to the fullest extent possible. The Authority will act on the basis of anonymous complaints where it has a reasonable basis to believe that there has been a violation of this policy.

#### 8. Retaliation

Retaliation against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating, or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

#### POLICIES AND PROCEDURES

SUBJECT: Workplace Violence FILE UNDER SECTION NO.: 6

**Prevention Program** 

EFFECTIVE DATE: February 27, 2017 September 28, 2023 POLICY NO.:

606

SUPERSEDES: April 23, 2013 February 27, 2017 APPROVED:

## I. RISK FACTORS IDENTIFIED DURING WORKPLACE EVALUATION

As required under New York State Workplace Violence Prevention Act, public employers must conduct an evaluation of their respective workplaces to determine the presence of factors or situations that may place employees at risk of workplace violence. As set forth below, the Suffolk County Water Authority (SCWA) has conducted an initial workplace violence risk assessment in 2007 and in subsequent assessments of each of its departments to determine: (1) whether any incidents of workplace violence have occurred in the recent past; and, (2) identify potential risk factors which could lead to a workplace violence incident.

# A. Departments of Customer Service / Construction Maintenance / Production Control, Coram

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - Threats made against employees by customers.
  - b. Threats of Domestic Violence as a result of a domestic dispute.
  - Assault on employee during collection call.
  - d. Assault on employee while reading meters.
  - e. Assault on employee while changing meter.

## Risk Factors Identified During Workplace Assessment

- a. The glass partition was found to be in need of enhancement. A full glass partition has been engineered, manufactured and installed for the purposes of creating a more secure barrier between the general public and our employees.
- Improve the Police/Authority relationship by meeting with Police Officials.
- c. Obtain and maintain "Orders of Protection," acquired by our employees. Department Managers are made aware of the situation.

## B. Departments of Transportation, Construction Maintenance, Oakdale

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. Employees Fighting.

- 2. Risk Factors Identified During Workplace Assessment
  - a. Employees were trained on the importance of respecting each other and were also counseled regarding Authority Policy.

## C. Administration, Finance, General Services Oakdale

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. Threats of Domestic Violence due to domestic dispute
- 2. Risk Factors Identified During Workplace Assessment
  - Cameras were installed. Computer monitor placed at employee's desk.

## D. Production Control, Bay Shore

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. None
- 2. Risk Factors Identified During Workplace Assessment
  - a. None

## E. Construction Maintenance, Huntington

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. None
- 2. Risk Factors Identified During Workplace Assessment
  - a. None

## F. Construction Maintenance/Production Control, Westhampton

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. Employees fighting.
- 2. Risk Factors Identified During Workplace Assessment
  - Employees counseled on importance of respect in workplace. EAP recommended.

#### G. Construction Maintenance/Production Control, East Hampton

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. Employees fighting.
- Risk Factors Identified During Workplace Assessment
  - a. Employees counseled on importance of respect in workplace. EAP recommended. Disciplinary action taken.

## H. Meter Shop/Lab, Hauppauge

- Reportable Incidents of Workplace Violence within the previous five (5) vears
  - a. Threats of Domestic Violence due to domestic dispute
  - <u>b.</u> <u>b.</u> Terminated employee returned to workplace threatening behavior.
  - c. Threats of violence between employees
- 2. Risk Factors Identified During Workplace Assessment
  - Doors closed. Cameras enhanced. Employees reminded to secure doors to building.
  - Contact with police, increased patrols. Security vehicle stationed at location.

## I. Technical Services Building, Great River

- Reportable Incidents of Workplace Violence within the previous five (5) years
  - a. Terminated employee returned to workplace threatening behavior.
- Risk Factors Identified During Workplace Assessment
  - a. Security vehicle stationed at location.

## II. INTENDED CONTROL METHODS

The Suffolk County Water Authority will consider a variety of control methods to prevent incidents of workplace violence at all facilities, buildings, and departments. Through its risk assessment, the Authority identified a number of control methods that it will endeavor to implement in its efforts to obtain a safe, violence-free workplace for all of its employees. These efforts include:

- Contact Police for intervention and reporting
- Obtain Orders of Protection in appropriate situations
- Safety Committee Meetings with Union and Management
- Frequently visiting locations for the purpose of re-assessment
- Installation of glass partition at Coram to create barrier between the general public and our employees
- When made aware of a domestic violence situation, the Authority will interview the involved employee and obtain a copy of an order of protection (if applicable), and take the appropriate action.
- Training
- Increase awareness of the utilization of video surveillance.
- Involvement of Office of Emergency Management

## III. POLICY STATEMENT

## Workplace Violence Prevention & Incident Reporting Policy

The Suffolk County Water Authority is committed to the safety and security of our employees.

Workplace violence presents a serious occupational safety hazard to our agency, staff, and customers. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on the Authority's property will be thoroughly investigated and appropriate action will be taken, including summoning criminal justice authorities when warranted. All employees are responsible for helping to create an environment of mutual respect for each other as well as members of the public, following all policies, procedures and program requirements, and for assisting in maintaining a safe and secure work environment.

This policy is designed to meet the requirements of NYS Labor Law 27-b and highlights some of the elements that are found within our Workplace Violence Prevention Program. The process involved in complying with this law included a workplace evaluation that was designed to identify the workplace violence hazards our employees could be exposed to. Other tools that were utilized during this process include a Safety Committee made up of management and an authorized representative of the Union, who had an ongoing role of participation in the evaluation process, recommending methods to reduce or eliminate the hazards identified during the process and investigating workplace violence incidents or allegations. All employees will participate in the annual Workplace Violence Prevention Training Program.

The goal of this policy is to promote the safety and well being of all people in our workplace. All incidents of violence or threatening behavior will be responded to immediately upon notification. The Authority has identified response personnel that include a member of management and an authorized representative of the Union. If appropriate, the Authority will provide counseling services or referrals for employees through the Authority's WLAP provider.

All Authority personnel are responsible for notifying the contact person designated below of any violent incidents, threatening behavior, including threats they have witnessed, received, or have been told that another person has witnessed or received. Authority personnel can notify their direct supervisors of any violent or potentially violent incidents, the supervisors will be required to report such incidents to the below designated contacts. All Authority personnel also should refer to the reporting and protocols of the departments in which they work as these protocols may reference more specific measures in reporting incidents of workplace violence.

#### **Designated Contact Persons:**

Name: Donna Mancusof-

Title: Chief Human Resources Officer Deputy CEO for Administration

Department: Human Resources

Phone: (631) 563-0219

Extension 2219 Location: Oakdale

Name: Phil Thompson and Rich Bova

Department: Office of Emergency Management

Phone: (631) 218-1162

Extension 2162

Location: Bay Shore and Oakdale

#### **Alternative Contact Person:**

Name: Jack Walsh Max Jacobsen

Title: Safety and Environmental Manager Environmental Health and Safety Manager

Department: Safety

Phone: 631 563-0281 Location: Oakdale

## IV. RISK EVALUATION AND DETERMINATION PROCESS

The Authority utilized a risk evaluation and determination process to evaluate the risk factors within each of its departments. This assessment identifies safety measures that must be implemented by the Authority to ensure that no employees are involved in incidents of workplace violence. The Authority's initial assessment helped SCWA's administration understands the risk factors associated with the employees' work environment and the various forms of workplace violence, which may affect their safety, health and well-being. accordance with New York Labor Law §27-b(6)(f) and the New York State Department of Labor Proposed Code Rule 800.16-4, SCWA evaluated its numerous workplaces to determine the presence of factors or situations which may place employees at risk of workplace violence. The Authority met this requirement by: (1) interviewing department heads and/or supervisors to get their assessment of potential risk factors in the workplace; (2) continued examination of the facilities within each department to determine the presence of factors or situations that may place employees at risk; (3) evaluate Management/Union monthly Safety Committee meeting minutes; (4) sending the draft risk evaluation report back to each department for comment and approval to ensure all potential areas of risk were captured, (5) utilization of improved engineering methods when needed, (6) fostering a good Police relationship, (7) increased utilization and publication of video surveillance, (8) obtain Orders of Protection that affect our employees.

#### A. Risk Evaluation Process

#### Supervisor Interviews

This process included interviews with Authority department heads and/or supervisors to determine whether there have been any reported incidents of employee injuries or deaths, as well as thorough examinations of Authority buildings, and other facilities to determine recognizable risk factors. Supervisor interviews also included how employee disciplinary conduct matters are addressed at the department level. The Authority's evaluation also considered concerns raised by supervisors regarding risks for workplace violence associated with facility conditions and job duties.

#### Examination of Facilities

In addition to interviews with supervisors and department heads in each department, the Authority conducted an on-site examination of the workplace to determine whether there were facilities that had a high risk for incidents of workplace violence. The facility examination identified various job-specific and facility-specific risk factors for workplace violence that may affect Authority employees, including:

- a. Contact with members of the public;
- Working during early morning hours, late night hours, on weekends, or during holidays;
- c. Working in isolated environments;
- d. Working alone or with a small number of employees;
- e. Working in areas of uncontrolled site access;

- f. Working in areas with known security problems; and
- g. Work duties associated with the collection, holding, and depositing of money.

The tours of the facilities, as well as the interviews with Authority supervisory personnel, enabled the Authority to perform an assessment of the various job-specific and facility-specific risk factors that may contribute to workplace violence.

## V. CRITICAL INCIDENT AND REPORTING SYSTEM

The Authority utilizes an incident and reporting system to ensure that any incidents of workplace violence are handled in a proper and expeditious manner. Most serious incidents of workplace violence are handled through Human Resources. The Human Resources Department addresses when and if crisis counseling will be provided after an incident of workplace violence.

The Authority has written rules of conduct policy that contains prohibitions against misconduct between employees, including rules against threatening, intimidating or malicious behaviors.

Moreover, the Authority distributes employees' codes of conduct and internal policy memos that all departments follow when issued. (1) All Authority departments and offices possess a written Policy Guide, which contains the employees' codes of conduct, (2) continuous interviewing of department heads and/or supervisors to get their assessment of potential risk factors in the workplace; (3) continued examination of the facilities within each department to determine the presence of factors or situations that may place employees at risk; (4) evaluate Management/Union monthly Safety Committee meeting minutes; (5) advise each department of the draft risk evaluation report back to each department for comment and approval to ensure all potential areas of risk were captured, (6) utilization of improved engineering methods when needed, (7) fostering a good Police relationship, (8) increased utilization and publication of video surveillance, (9) obtain Orders of Protection that affect our employees.

#### VI. RECORDKEEPING AND REPORTING

The Authority's Administration shall comply with all statutory requirements for recording and reporting incidents of workplace violence (New York State Labor Law, Section "27-b" & NYCRR Part 801, Recording and Reporting Public Employees' Occupational Injuries and Illnesses). The Authority maintains records that will enable it to monitor its on-going efforts to prevent violence in the workplace. The Authority will maintain the following records:

- Records of employee and other injuries or illnesses at the establishment;
- Records describing incidents involving violent acts or threats, even if the incident did not involve injury or a criminal act;
- Written risk evaluation;
- 4. Recommendations of police advisors, employees, or consultants;
- 5. Up-to-date records of actions taken to deter violence; and,
- Notes of safety meetings and training records.

The Authority shall record all incidents of employee workplace violence, including any injury that results in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid and loss of consciousness. Additionally, the Authority will utilize accident and illness record-keeping information to ensure the effectiveness of its written workplace violence prevention plan. A sample incident reporting form is attached as Appendix A

of this Program.

The Authority's Administrators shall report employee workplace violence related fatalities and hospitalizations to the New York Department of Labor – Public Employee Safety and Health (PESH) Bureau within eight (8) hours of the incident as outlined in NYCRR Part 801.

## VII. WORKPLACE VIOLENCE PREVENTION TRAINING PROGRAMS

Workplace violence prevention training for employees will be specific to the facility and staff duties performed, and shall address essential topics, including:

- Description of workplace violence
- Dissemination of information regarding early detection of potential violent conduct
- Expeditious communication of threats or suspicious behavior to Authority security staff and Administration
- Expeditious communication of acts of violence to Authority security staff and local law enforcement authorities
- Protocols for reporting threatened or actual workplace violence
- The Authority's commitment to zero tolerance of workplace violence
- Strategies for avoiding incidents of workplace violence
- Workplace violence reporting procedures
- Mandatory reporting of all incidents
- Circumstances warranting the Authority's investigation of individuals
- Employee communications with Authority's administrators relating to workplace violence

## VIII. AGREEMENTS WITH LAW ENFORCEMENT

Upon review of the Authority's risk assessment, the Authority will endeavor to work closely with local law enforcement to enhance security and provide more Public Safety officers at buildings and facilities. These officers will especially be needed during special events that involve the general public and during many of the ongoing programs throughout the various departments.

## IX. WORKPLACE VIOLENCE PREVENTION PROGRAM ANNUAL REVIEW

The Authority will evaluate the effectiveness of the Workplace Violence Prevention Program at least annually, or after the occurrence of serious incidents, including employee injury or death, that require a review of the Authority's policies and procedures for preventing violence in the workplace. This review will assess whether the reporting and recordkeeping systems have been effective in collecting all information relevant to the Authority's use of control measures and safety procedures. Upon annually reviewing its program, the Authority will reassess its control measures and amend this Program accordingly.



4060 Sunrise Highway Oakdale, NY 11769

## WORKPLACE VIOLENCE

## I. INCIDENT REPORT

To be completed by the Individual reporting the incident:

Date of Occurrence:	Department:	
Place of Occurrence:		
Individuals involved in the incident:		
Name:	Title:	
Details of Incident:		

#### POLICIES AND PROCEDURES

SUBJECT: Automated External FILE UNDER SECTION NO.:6

Defibrillator (AED) Program

EFFECTIVE DATE: November 21, 2016September 28, 2023 POLICY NO.:

607

SUPERSEDES: March 1, 2011November 21, 2016 APPROVED:

The Suffolk County Water Authority is committed to maintaining a safe and healthy working environment. Consistent with this goal, the Authority has instituted an Automated External Defibrillator (AED) Program.

The Program shall be under the auspices of a qualified Emergency Health Care Provider (the "Medical Director"). The SCWA shall maintain a Collaborative Agreement with the Medical Director pursuant to the Section 3000-b of the New York State Public Health Law. The Collaborative Agreement shall include a written agreement and written practice protocols, and policies and procedures to ensure compliance with Section 3000-b of the Public Health Law.

The Medical Director will be responsible for preparing the written agreement and written practice protocols and policies and procedures concerning the use of a SCWA AED.

The CEO shall designate a Program Management Team consisting of a Program Manager and two Program Coordinators. Unless otherwise designated, the Safety and Environmental Manager shall be the Program Manager and the Safety Coordinators shall serve as the Program Coordinators.

The Program Management Team shall be responsible for recommending to the CEO and/or the Board a Medical Director and ensuring that the Medical Director and the SCWA execute a Collaborative Agreement. The Team shall also periodically review the Agreement to verify that it has not expired.

#### **TRAINING**

The Program Manager shall request certain SCWA employees to receive, at no cost to the employee, cardiopulmonary resuscitation and a training course in the operation of AEDs from an organization approved by the New York State Department of Health to provide the training. Any employee may, without any recourse, refuse to receive such training.

The Program Manager shall maintain a list of the employees who have successfully completed CPR and AED training and a copy of their certification card(s) (the "Authorized Personnel").

Refresher and recertification courses shall be offered, at no cost, to the Authorized Personnel pursuant to the guidelines of the accrediting entity.

#### **AED LOCATIONS**

AEDs shall be installed in the locations identified in the Collaborative Agreement. A sign will be located at the main entrance of each building containing an AED.

#### **AED INSPECTION**

The Program Manager shall designate a SCWA employee to inspect the AED on a weekly basis. An annual log of the inspections shall be maintained with each unit. The inspection shall be a visual inspection to ensure that there are no trouble lights illuminated on the AED unit, that the AED's charging light is on (if applicable) and the defibrillation pads and Accessories (2 sets of unexpired, sealed Adult Defibrillator pads compatible for use with the AED unit, a razor, towel, pocket face mask, 2 pair of gloves and scissors) are with the unit.

The Program Manager shall designate a different SCWA employee to inspect the AED on a monthly basis. An annual log of the inspections shall be maintained with each unit. The inspection shall be a visual inspection to ensure that there are no trouble lights illuminated on the AED unit, that the AED's charging light is on (if applicable) and the defibrillation pads and Accessories are with the unit. The AED must also be briefly turned on to ensure its proper operation.

The Program Manager shall be responsible for replacing any missing items from the AED unit.

The Medical Director or his designee shall perform an annual inspection of the AEDs. The Medical Director shall provide the Program Manager a written report on the AEDs following the annual inspection.

#### **AED USE**

In the event of an emergency, call 911. The nearest Authorized Personnel shall be notified. The Authorized Personnel shall be under no obligation to assist the person in need of care. If the Authorized Personnel chooses to assist the person in need of care, the Authorized Personnel shall assist as per Authorized Personnel's CPR and AED training. If an AED is used on the person in need of care, the Authorized Personnel shall follow unit voice commands. Once the AED pads are placed on the person in need of care, they are not be removed by any SCWA employee unless directed by a non-SCWA Emergency Responder. The AED if activated is not to be turned off unless directed by a non-SCWA Emergency Responder.

Nothing herein shall prevent the use of an AED by any employee or member of the public pursuant to the provisions of the Public Health Law.

## REPORTING REQUIREMENTS FOLLOWING AED USE

The Program Manager shall be notified if an AED unit is used. Once used, the AED must be taken out of service and provided to the Program Manager. After use, the data on the AED's computer chip must be downloaded by the Program Manager. Within 1 business day, the Program Manager shall notify the Medical Director of the use of an AED. The Program Manager shall obtain a completed AED Incident Report (attached) from the Authorized Personnel that deployed the AED. A copy of the AED Incident Report shall be provided to the Suffolk County Emergency Medical Services Office within 2 business days of the incident by the Program Manager:

Suffolk Regional EMS Council Suffolk County Dept. of Health. Services Div. of Emergency Medical Services Dennison Building, 1<sup>st</sup> Floor 100 Veterans Memorial Highway Hauppauge, NY 11788-5401 (631) 853-5800 (631) 853-8307 fax

The AED unit may be placed back into service in accordance with the manufacturer's recommendation.

#### POLICIES AND PROCEDURES

SUBJECT: MEDIA CONTACTS, SPEAKING FILE UNDER SECTION NO.: 7

**ENGAGEMENTS AND PROPRIETARY** 

INFORMATION

EFFECTIVE DATE: NOVEMBER 21, 2016September 28, 2023 POLICY NO.:

701

SUPERSEDES: OCTOBER 27, 2010November 21, 2016 APPROVED:

## **POLICY**

The Authority cooperates with the media in covering Authority-related news events to the extent practical. Contacts with the media are to be confined to the Director of Communications, the Board and the Chief Executive Officer.

When interviews with employees are requested by representatives of the media, the Communications Department and Chief Executive Officer must be advised prior to the interview and will have the right to refuse an interview if it is deemed not be in the Authority's best interests.

Articles that deal with Authority business or are related to the Authority's business and which identify the writer as an employee of the Authority must be approved by the Director of Communications and Chief Executive Officer.

When employees plan to participate in speaking engagements that deal with subject matter related to the Authority's business (i.e. water issues, environmental issues related to the Authority's business, etc,) the Director of Communications, Chief Executive Officer or his designee must review and approve the material.

The use of proprietary information in outside speaking engagements, written articles, or any other activity not on the behalf of the Authority is expressly prohibited. Such proprietary information is defined as, but not limited to, data bases, written internal documents or reports, or any other such information that would not generally be available to the public-at-large (including information that may be available through Freedom of Information actions only).

All forms to be distributed to our customers should be reviewed and approved by the Director of Communications and/or Chief Executive Officer.

#### POLICIES AND PROCEDURES

SUBJECT: SECURITY FILE UNDER SECTION NO.: ——7

EFFECTIVE DATE: NOVEMBER 21, 2016September 28 2023 POLICY NO.: 702

SUPERSEDES: OCTOBER 27, 2010November 21, 2016 APPROVED:

#### POLICY

The Suffolk County Water Authority strives to provide security for its property, its employees and authorized visitors, to its premises. Security is the responsibility of all employees.

Security problems and violations cannot be handled in a constructive manner unless management knows about them. Therefore, our security policy places strong emphasis on reporting security-related incidents so proper action can be taken.

Facilities Management and the Office of Emergency Management is responsible for all security. These departments are responsible for overseeing the development of programs in such areas as the safeguarding of Authority property and equipment and proprietary information as may be needed. All department heads with special security needs must coordinate their needs with the Facilities Manager and Office of Emergency Management. All violations of security procedures must be reported immediately to Facilities Management and Office of Emergency Management. The Chief Executive Officer, Chief Human Resources Officer Deputy CEO for Administration and Safety Manager Supervisor should be advised as necessary.

## **PROCEDURE**

## Identification:

#### Please refer to SOP GS-FAC SEC-6 Security ID Badge Protocol

- All employees are required to carry their identification badge (ID) at all times while -at work. ID clips and lanyards are available through the Human Resources Department for those employees wishing to wear their ID. ID cards must be shown to Authority employees upon request. Safety vests with clear ID badge pocket are available through the Storeroom.
- Lost or stolen ID's must be reported to the Human Resources Department immediately for deactivation and replacement.
- ID's are not to be shared with or loaned to other employees or individuals.
- 4. Visitors to all facilities who will pass beyond the reception area are required to sign a logbook, be issued a visitor's ID upon entry, must be escorted while in the building or on the grounds, and must sign out and surrender the ID upon leaving the facility.
- 5. After normal business hours, employees will be required to show their ID to the security guard (where applicable) on duty upon entering the premises. The security guard will record all pertinent information. This shall also apply if you are in an Authority vehicle.

6. Facility gates will be closed between the hours of 6:30 p.m. and 6:00 a.m. and will operate with the use of an Authority ID badge.

## Water Authority Clothing

 Water Authority-issued clothing is not to be loaned, shared, given away, or sold to any individual. Lost or stolen Authority-issued clothing should be reported to your supervisor immediately.

#### **Facilities**

- 8. All exterior doors are to be kept closed and locked (with the exception of customer entrances) at all times. Automatic door locking mechanisms are not to be taped over or modified in any way that would defeat the locking mechanism. Exterior doors are not to be propped open at any time.
- Security alarms must be activated on a nightly basis at all SCWA buildings. Please refer to SOP GS FAC-SEC-2 Security Alarm Activation for procedures.

#### Mail and Package Delivery

- 910. Suspicious mail should immediately be set aside and brought to the attention of your supervisor or manager.
- 4011. Scheduled and/or unknown deliveries (particularly if from an unknown sender or deliverer) should be investigated prior to acceptance. If the addressee cannot confirm the identity of the sender, the package should be refused.
- 4412. Employees are encouraged to take all precautions when handling and opening mail as previously described.

#### Records, Documents and Electronic Files

- 4213. All Freedom of Information Requests (FOIL) are to be forwarded to the Legal Department for evaluation and response.
- 143. No documents, records or information are to be given to any outside individual or organization without approval of the appropriate director.
- 1415. Maps, listings, and documents identifying Authority well sites, tanks, distribution systems, and facilities (whether in print or electronic form) must be kept in a safe and secure location and should not be given to anyone outside the Authority without the appropriate director's permission.

#### POLICIES AND PROCEDURES

SUBJECT: PREVENTING IDENTITY THEFT FILE UNDER SECTION NO.: 7

EFFECTIVE DATE: November 21, 2016September 28, 2023 POLICY NO.:

703

SUPERSEDES: October 27, 2010 November 21, 2016 APPROVED:

## POLICY:

The Suffolk County Water Authority recognizes that the limited usage and exposure of personal identifying information could assist in the prevention of identity theft. Moreover, the entire Authority staff is responsible and must remain diligent in the prevention of identity theft.

## PROCEDURE:

In compliance with New York State Labor Law 203-d Employee Personal Identifying Information.

The Suffolk County Water Authority shall not unless required by law:

- Publicly post or display an employee's social security number.
- Visibly print a social security number on any identification badge or card, including any time card.
- Place a social security number in files with unrestricted access.
- 4. Communicate an employee's personal identifying information to the general public. Personal identifying information shall include social security number, home address or telephone number, personal electronic mail address, internet identification name or password, parentsparents' surname prior to marriage, or drivers license number.
- Use a social security number as an identification number for purposes of any occupational licensing.

#### POLICIES AND PROCEDURES

SUBJECT: ACCESS TO SCWA FACILITIES FILE UNDER SECTION NO.: 7

EFFECTIVE DATE: July 19, 2021September 28, 2023 POLICY NO.:

704

SUPERSEDES: NEWJuly 19, 2021 APPROVED:

## POLICY:

The Suffolk County Water Authority recognizes the right of the public to enter designated portions of SCWA facilities and to record activities occurring in them. SCWA also recognizes that SCWA employees, as public employees, may be recorded without their consent.

This Policy sets forth the areas that are open for public inspection, the areas that are not open for public inspection, establishes rules of conduct for members of the public inspecting SCWA facilities, and establishes training for SCWA employees who may encounter a member of the public wishing to audit SCWA's compliance with this Policy.

## I. Forum Designation System

SCWA hereby establishes a Forum Designation System indicating the areas available for public inspection. Each facility will be equipped with a color-coded layout of the building indicating which areas are accessible to the public and under what conditions that access is granted.

SCWA facilities will be divided into the following categories:

<u>Public Forum - Green Designation</u> –public owned and maintained streets surrounding SCWA facilities, Vestibules of the 4060 Sunrise Highway Building and Customer Service Call Center.

<u>Limited Public Forum - Yellow Designation</u>—SCWA conference rooms during a public noticed meeting, the New Service Vestibule, the Engineering Building Lobby, the Central Pine Barrens Commission Office, the Education Center during a public tour, and the portion of a SCWA facility a member of the public is invited to transact SCWA business while actively conducting SCWA business.

<u>Secure Area -Red Designation</u> – the portion of any SCWA facility not in a Public Forum or a Limited Public Forum.

#### II. Rules of Conduct:

SCWA establishes the following rules of conduct which are based on the location of public entry or occupation.

#### Public Forum - Green Areas

Members of the public may enter and occupy a Public Forum during normal business hours. Members of the public may record activities in a Public Forum from a place in the Public Forum. Members of the public may not interfere with SCWA operations while exercising their right to enter or occupy.

## Limited Public Forum – Yellow Areas

Members of the public may enter and occupy Limited Public Forums during a public noticed meeting or upon the invitation of a SCWA employee to transact SCWA business. Upon completion of the meeting or SCWA business, the member of the public shall be returned to a Public Forum. While in a Limited Public Forum and attending a meeting or conducting SCWA business, the member of the public may record the SCWA activities from a location in either a Public Forum or Limited Public Forum. Members of the public may not interfere with SCWA operations while exercising their right to enter or occupy.

#### Secure Area - Red Areas

Secure Areas are not open to the public. These areas may be designated by doors, physical barriers, signage, reception desks, stanchions, ropes, fencing, bollards, or other indicators. Individuals entering a Secure Area shall be instructed to leave and return to a Public Forum. Members of the public may not record a Secure Area without SCWA written permission.

## III. SCWA Employee Interactions with First Amendment Auditor

SCWA employees confronted by a member of the public entering or auditing SCWA's compliance with this Policy or both shall contact Office of Emergency Management (OEM) staff. The employee may inform the member of the public to leave the premises, advise that OEM has been contacted and have no other words with the individual. If there is safety concern, the employee should also contact 911. OEM shall report to the incident and give a copy of this Policy to the member of the public and have no further interaction with the member of the public unless the member of the public poses a substantial risk to SCWA operations. In such event, local law enforcement shall be contacted.

## IV. Implementation and Employee Training

The Office of Emergency Management shall designate each SCWA facility as a Public Forum, Limited Public Forum, or a Secure Area. OEM shall cause each area to be appropriately marked.

OEM shall provide written guidance and training to each SCWA employee on this policy and instructions on how to interact with a member of the public auditing SCWA's compliance with this Policy. The training shall be individualized to each employee to reflect the potential an employee will encounter a member of the public auditing SCWA's compliance with this policy.

SCWA employees violating this Policy will be subject to Discipline discipline under SCWA Policy 405 and 406.

#### POLICIES AND PROCEDURES

**SECTION NO.: 8** 

EFFECTIVE DATE: November 21, 2016September 28, 2023 POLICY NO.:

801

SUPERSEDES: August 28, 2012 APPROVED:

#### POLICY

It is the policy of the Suffolk County Water Authority to terminate separate employment because of an employee's resignation, discharge or retirement; the expiration of an employment contract or a reduction in work-force. Discharge can be for any reason not prohibited by law. In the absence of a specific written agreement or collective bargaining agreement, employees are free to resign at any time and the Authority reserves the right to terminate employment for any reason (See Policy 204 – Employment at Will)

#### **PROCEDURE**

- An employee Employees are is expected to give written notice of his/hertheir intent to resign. Failure to give written notice may result in forfeiture of non-vested Authority benefits and ineligibility for re-employment. The following guidelines are suggested:
  - Supervisory and managerial employees are requested to give at least two weeks of notice, three weeks is preferred.
  - All employees are requested to give at least two weeks of notice.
  - c. Upon notice of intent to resign, an employee will not be permitted to charge out accumulated sick (with the exception of actual documented illness) leave in lieu of working during the agreed upon notice period.

An employee who is absent from work for three (3) consecutive days without notice to the Authority will be considered to have voluntarily terminated his/her employment.

- For policies and procedures governing discharge for cause, see Policy 406 Corrective Action.
- For policies and procedures governing termination separation due to retirement, see Policy 802 - Retirement.
- Supervisors must send notices of resignation to the Human Resources department.
- Supervisors must send or recommendations for terminations to the Chief Human Resources Officer Deputy CEO for Administration and Legal Department for review. These notices or recommendations must be accompanied by supporting documents such as performance appraisals or disciplinary reports. (See Policy 406 - Corrective Action) The

Chief Human Resources Officer Deputy CEO for Administration, Legal Department, Chief Executive Officer and Chairman board members must approve all terminations in advance.

- 5. As part of the termination process, the Authority attempts to obtain a release of any legal claims from terminating employees.
- 6. The Human Resources Department conducts an exit interview no later than the employee's last working day or earlier if a special effort is being made to persuade the employee to remain with the Authority. The individual conducting the interview should following these guidelines:
  - a. If the termination is voluntary, attempt to determine the actual reason or reasons why the employee is leaving so that action can be taken to correct any problems.
  - Explain any conversion or continuance of benefits under the Authority's group insurance plans.
  - Determine the employee's availability for future employment, if the supervisor's written evaluation recommends such employment, and explain Authority policy on references.
  - d. Obtain the employee's correct address for mailing Internal Revenue Service form W-2 and the correct mailing address of the employee's spouse or former spouse and any dependents who are eligible to continue their health care benefits under the Authority's health insurance plan.
  - e. Remind the employee to take away his/herremove personal belongings.
  - f. Discuss the employee's continuing duty not to disclose confidential information and the terms of any agreement that may be applicable.
- 7. The Human Resources representative who conducted the exit interview prepares a written report of the interview and places it in the employee's personnel file. A copy is sent to the Chief Human Resources Officer Deputy CEO for Administration and the Director of the respective department after the employee has separated.
- 8. The <u>separatingterminating</u> employee's final paycheck will be mailed as soon as it is available after <u>his/herthe</u> last working day. The Human Resources representative is responsible for securing the return of all Authority property in the terminating employee's possession such as Authority identification cards, keys, credit cards, tools, cars, etc. If any Authority property in the employee's possession has been lost or damaged, the cost of replacing such property may be deducted from the employee's final paycheck, if not prohibited by law.
- 9. The Authority will pay those employees terminating separating with a minimum of ten (10) years of continuous service sixty percent (60%) of the unused accumulated sick leave. The remaining forty percent (40%) will be forfeited. Unused accumulated personal time will be added to your sick balance. Unused accumulated vacation time will be paid in full unless specified differently within a Collective Bargaining Agreement.
- 10. Employees that are terminating separating from their employment on or before the 15<sup>th</sup> of the month will not receive sick or vacation accruals for the month in which they terminate; employees who terminate after the 15<sup>th</sup> of the month will receive their accruals for the month of their separation, unless specified differently within a Collective Bargaining Agreement.
- 11. Employees terminating separating before reaching retirement age may be eligible to

continue their health insurance with the NYS Empire Plan as a vestee if the employee has been employed by the Authority for five (5) years of continuous service and has a total of ten (10) years within the NYS Employee Retirement System New York State Employee's Health Insurance Plan (NYSHIP). Vested employees are required to pay the full cost of the Empire Plan premiums (single or family) until they are eligible for retirement. When changing to a vestee status, an enrollee is permitted to change from Family to Individual to reduce premiums for Vestee coverage. They are also permitted to change back to Family coverage at any time, however, a late enrollment waiting period may apply.

12. Upon request, the Authority will provide letters of reference to all employees terminated separated through layoff, resignation, retirement or the expiration of an employment contract. Letters of reference may not be provided for employees terminated through discharge.

All inquiries by prospective employers, investigators hired by an employer, etc. must be referred to the Human Resources Department and submit their requests must be in writing. No other Authority employee is authorized to release information or to discuss the performance of a former employee. An employee who fails to follow this procedure is subject to disciplinary action.

The former employee's consent must be obtained in writing before the Human Resources Department can release any information.

13. Termination and discharge procedures are intended to be only guidelines and do not constitute a legal contract between the Suffolk County Water Authority and its employees. In addition, specified grounds for termination are not all-inclusive since the Authority maintains the right to terminate employment for any reason in the absence of a written agreement or collective bargaining agreement.

#### POLICIES AND PROCEDURES

SUBJECT: RETIREMENT BENEFITS

FILE UNDER SECTION NO.:

8

EFFECTIVE DATE: February 27, 2017 September 23, 2023

POLICY NO.:

802

SUPERSEDES: November 21, 2016February 27, 2017

APPROVED:

## POLICY

The Authority's employees are eligible to participate in the New York State and Local Employees' Retirement System, which is a cost-sharing, multi-employer, public employee retirement system. The benefits provided to members of this retirement system are established by New York State law and may be amended only by the State Legislature.

## **PROVISIONS**

Benefit provisions vary as follows:

Tier I - Members who last joined prior to July 1, 1973,

Tier II - Members who last joined on or after July 1, 1973,

and prior to July 27, 1976,

Tier III - Members who last joined on or after July 27, 1976,

and prior to September 1, 1983,

Tier IV - Members who joined on or after September 1, 1983,

Tier V - Members who joined on or after January 1, 2010,

Tier VI - Members who joined on or after April 1, 2012.

Tier I members are eligible for retirement at age 55. If members retire with 20 or more years of total service, the service retirement benefit is 2% of the final average salary for each year of service. If members retire with less than 20 years of total service, the service retirement benefit is 1.66% of the final average salary for each year of service.

Tier II members are eligible to retire with full benefits at age 62; and with reduced benefits for retirement between ages 55 and 62. Retirement benefits are equivalent to Tier 1 members.

Tier III members with 5 or more years of credited service after July 1, 1973, are eligible to retire with full benefits at age 62 or at age 55 with 30 years of service and with reduced benefits for retirement between ages 55 and 62 with less than 30 years of service. If members retire at age 62 and have 20 years or more of credited service, the service retirement benefit will be 2% of final average salary for each year of service (not to exceed 30 years), plus 1.5% of the final average salary for each year of credited service beyond 30 years. If members retire at age 62 with fewer than 20 years of credited service, the service retirement benefit will be 1.66% of the final average salary for each year of service.

Tier IV members with 5 or more years of credited service are eligible to retire with full benefits at

age 62 or at age 55 with 30 years of service; and with reduced benefits for retirement between ages 55 and 62 with less than 30 years of service. Benefits are equivalent to Tier III members.

Tier V members with 10 or more years of credited service are eligible to retire with full benefits at age 62. Retirement benefits will be reduced for early retirement if a member retires between age 55 and 62 even if they have 30 years of service credit. Tier V members have an overtime cap of \$15,000.00 per year with a 3% inflation factor.

Tier VI member with 10 or more years of credited service are eligible to retire with full benefits at age 63. Retirement benefits will be reduced for early retirement if a member retires between age 55 and 63 even if they have 30 years of service credit. Tier VI members have an overtime cap that cannot exceed 15% of the members regular annual wages.

Retirement benefits vest after 5 years of credited service and are payable at age 55 or greater for Tiers I, II, III IV. Tier V and Tier VI members vest after 10 years of credited service. The Employees' Retirement System also provides death and disability benefits.

Tier III, IV and V members are required by law to contribute 3% of their annual salary to the Employees' Retirement System and eligible Tier I and II members may make contributions under certain conditions. After 10 years of service in the Retirement System, contributions by Tier III and IV members will cease. Tier V members are required to contribute 3% for their entire career. Tier VI members are required to contribute 3% of their annual salary from April 1, 2012 through March 31, 2013. Effective April 1, 2013, the percentage is based on the member's gross wages.

The Authority is required by the same statute to contribute the remaining amounts necessary to pay benefits when due.

# **PROCEDURE**

#### Filing for Benefits

- Eligible members are required to file their application for retirement with the Comptroller at least 15, but not more than 90, calendar days before their retirement date. Applications must be received by the Retirement System's office in Albany, or a representative at a consultation site or at another Office of the State Comptroller in order for the application to be considered filed. Applications may also be filed via "Certified Mail - Return Receipt Requested".
- Employees are also required to submit a letter of resignation to their immediate supervisor
  with a copy to Human Resources at least 15 days prior to their actual retirement date. All
  information received will be treated in a confidential manner.

# Health Insurance Benefits Eligibility

1. The Authority will pay the cost of the New York State Employee's Health Insurance Program (NYSHIP) as determined by Article II of the New York State Civil Service Law for those employees who retire with a minimum for five (5) years of continuous service with the Authority and a total of ten (10) years within NYSHIP and who are working for the Authority at the time of retirement. Employees must be enrolled in the New York State Empire Health Insurance Plan prior to their retirement as Empire is the only plan offering this continuation into retirement. Those employees utilizing the Authority's buyback

program will satisfy the eligibility requirements of the NYSHIP retiree benefits. These employees can remain on the buyback plan or switch to the medical plan as needed with a qualifying event or satisfying the late enrollment waiting period, must also be enrolled in the New York State Empire Health Insurance Plan at the time of their retirement. Employees hired after January 1, 2017 will be responsible to contribute 15% of the monthly premium for NYSHIP during their employment and throughout their retirement.

Upon notification of their impending retirement, eligible employees will be given the
opportunity to continue their dental and vision insurance benefits at a discounted rate.
Those opting not to elect this coverage will not be eligible to rejoin the plan at a later date.

# Sick and Vacation Accruals -

- The Authority will pay those employees retiring with a minimum of ten (10) years of continuous service, sixty (60) percent of their unused accumulated sick leave. Unused accumulated personal time will be added to <u>your-the</u> sick balance. The balance of unused accumulated sick is credited as time in service up to a maximum of 165 days per the rules of the New York State Employee Retirement System for Tiers I, II, III, IV and V. For Tier VI members, the maximum creditable sick leave is 100 days.
- 2. The Authority will pay retiring employees one hundred (100%) percent of their unused accumulated vacation leave. Employees represented by a collective bargaining agreement should refer to that agreement regarding unused accumulated vacation leave.
- 3. Employees who are retiring on or before the 15<sup>th</sup> of the month will not receive sick or vacation accruals for the month in which they retire; employees who retire after the 15<sup>th</sup> of the month will receive their accruals for the month of their retirement, unless specified differently within a Collective Bargaining Agreement.

# **Disability Benefits**

Members of the New York State and Local Retirement Systems may also be eligible for disability benefits. Please contact The New York State and Local Employees' Retirement System <a href="mailto:and-refer">and refer</a> to individual plan documents to determine the specific eligibility requirements.

This policy is to be used as a guideline as to the eligibility for filing for retirement benefits. Individuals should contact the New York State Employees Retirement System at 1-866-805-0990 prior to filing for retirement for specific information.

The New York State and Local Employees' Retirement System issues a publicly available financial report. The report may be obtained from the New York State and Local Retirement Systems, 110 State Street, Albany, New York 12244.

No portion of this policy shall be considered binding on the Authority now or in the future. The Authority reserves the right to alter or terminate those group insurance benefits in force as it deems necessary unless otherwise governed by law.

#### POLICIES AND PROCEDURES

SUBJECT: CONTACTS DURING

PROCUREMENT PROCESS FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: March 25, 2021September 28, 2023 ——POLICY NO.:

901

SUPERSEDES: March 25, 2008 (Res. 090-03-2008) APPROVED:

# **PURPOSE**

The Suffolk County Water Authority adopts this Policy pursuant to Section 139-j and 139-k of the State Finance Law. This policy provides that the Authority shall (a) designate a procurement officer to be responsible for communications relative to each Authority procurement, (b) undertake the procurement in a manner that is consistent with law and free from any conduct that would be violative of Public Officers Law ethics provisions, (c) requires offerers who contact the Authority about an Authority procurement to contact the procurement officer and not attempt to influence the Authority procurement in a way that violates or attempts to violate the ethics provisions of the Public Officers Law, and (d) require the Authority to record in a procurement record certain information about the persons who contact the Authority concerning a Authority procurement.

#### I. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. Article of Procurement: A commodity, service, technology, public work, construction, revenue contract, the purchase, sale or lease of real property or an acquisition or granting of other interest in real property, that is the subject of Authority Procurement.
- B. Authority: The Suffolk County Water Authority.
- C. Contacts: Any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the Authority's Procurement.
- D. Proposal: Any bid, quotation, offer or response to an Authority solicitation of submissions relating to a procurement.
- E. Authority Procurement: Shall mean (i) the preparation or terms of the specifications, bid documents, request for proposals, or evaluation criteria for a Procurement Contract, (ii) solicitation for a Procurement Contract, (iii) evaluation of a Procurement Contract, (iv) award, approval, denial or disapproval of a Procurement Contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the

procurement contract as it was finally awarded or approved), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.

- F. Offerer: The individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, that contacts the Authority about a Procurement during the Restricted Period of such Procurement.
- G. Procurement Contract: Shall mean any contract or other agreement for an article of procurement involving an estimated annualized expenditure in excess of five thousand dollars. Grants, article eleven-B state finance law contracts, program contracts between not-for-profit organizations, as defined in article eleven-B of this chapter, and the unified court system, intergovernmental agreements, railroad and utility force accounts, utility relocation project agreements or orders and eminent domain transactions shall not be deemed procurement contracts.
- H. Restricted Period: Shall mean the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a procurement contract with the Authority and ending with the final contract award and approval by the Authority.
- Ethics Officer: Shall mean, for the purposes of this policy, the Authority's Chief Executive Officer or his designee.
- J. Procurement Officer: Shall mean, unless otherwise specified by the Authority Members, the Authority's Purchasing Manager.

#### II. CONTACTS BY OFFERERS

All Contacts concerning an Authority Procurement between an Offerer and the Authority during the Restricted Period, shall be made through the Procurement Officer, unless one of the following exceptions applies:

- A. The submission of written proposals in response to a request for proposals, invitation for bids or any other method of soliciting a response from Offerers intending to result in a Procurement Contract (collectively, "Solicitation Materials"):
- B. The submission of written questions from Offerers to a designated contact set forth in any Solicitation Materials, when all written questions and responses are to be disseminated to all Offerers who have expressed interest in the Solicitation Materials;
- Participation by an Offerer in a conference provided for in any Solicitation Materials;

- D. Complaints made in writing by an Offerer to the Authority's Office of General Counsel regarding the failure of the applicable Procurement Officer to respond in a timely manner to authorized Offerer Contacts, provided that such written complaints become part of the Procurement Record;
- E. Contacts by an Offerer tentatively awarded a contract and is engaged in communications with the Authority solely for the purpose of negotiating the terms of the contract after being notified of tentative award;
- F. Contact between designated Authority staff and an Offerer in which the Offerer requests the review of a Procurement Contract award;
- G. Contacts by Offerers in protests, appeals or other review proceedings before the Authority seeking a final administrative determination, or in a subsequent judicial proceeding;
- H. Complaints by an Offerer of alleged improper conduct in a Governmental Procurement to the Attorney General, Inspector General, District Attorney, or court of competent jurisdiction; or
- Any communication received by the Authority from members of the state legislature, or legislative staffs, when acting in their official capacity.

#### III. PROHIBITED OFFERER ACTIVITIES

An Offerer shall not:

- Attempt to influence the Authority's Procurement in a manner that would result in a violation of the Public Officers Law, the Authority's Code of Ethics or Conflict of Interest Policies; or
- Contact any member, officer or employee of the Authority except pursuant to this Policy during the Restricted Period for the specific Authority Procurement, or
- C. Contact any other governmental entity concerning the Authority Procurement.

#### IV. PROCUREMENT RECORD

For each Authority Procurement, the Procurement Officer shall maintain a Procurement Record containing Contacts made during the Restricted Period. For each Contact, the Procurement Officer shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the Contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the Offerer to appear before or contact the Authority about the Authority Procurement.

# V. OFFERER AFFIRMATION, DISCLOSURE AND CERTIFICATION

The Authority shall seek an Affirmation of Understanding and Agreement from all Offerers. All Offerers shall submit a completed Disclosure of Non-Responsibility Form and Certification to the Authority. To comply with these requirements, an Offerer shall complete Appendix 1. Appendix 1 contains:

- A. Affirmation of Understanding and Agreement: A written affirmation from an Offerer as to the Offerer's understanding of and agreement to comply with the Authority's procedures relating to permissible contacts during the Authority Procurement.
- B. Disclosure of Non-Responsibility: A disclosure by an Offerer to the Authority any findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to:
  - 1. A violation of §139-j of the State Finance Law, or
  - The intentional provision of false or incomplete information to a governmental entity.
- C. Certification: A certification on the form prepared by the Authority that all information provided to the Authority by the Offerer pursuant to this Policy is complete, true and accurate.

# VI. Policy Implementation

To implement this Policy the Authority shall:

- A. Include this Policy in its Solicitation Materials.
- B. Prior to conducting an award of a procurement contract, the Authority shall make a final determination of responsibility of the proposed awardee. In making such a determination, the Authority shall consider whether the Offerer failed to timely disclosed accurate or complete information to the Authority concerning:
  - 1. Whether the Offerer was determined to be non-responsible due to
    - a. A violation of §139-j of the State Finance Law, or
    - The intentional provision false or incomplete information to a governmental entity, or
    - Otherwise fails to cooperate with the Authority in administering this Policy.

- Notwithstanding the Authority may award a Procurement Contract to any such Offerer, its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders if the Authority finds:
  - That the award of the Procurement Contract to the Offerer is necessary to protect public property or public health or safety, and
  - b. that the offerer is the only source capable of supplying the required article of procurement within the necessary time frame, provided, that the Authority shall include in the Procurement Record a statement describing the basis for such a finding.
- C. Include within all Authority contracts a provision authorizing the Authority to terminate the contract in the event the Offerer's certification pursuant to this Policy is found to be intentionally false or intentionally incomplete.
- D. Investigate Alleged Violations of this Policy.
  - Any Member, officer or employee of the Authority who becomes aware that an Offerer contacted the Authority in violation of this Policy shall immediately notify the Ethics Officer, who shall immediately investigate the alleged violation(s).
  - 2. The Ethics Officer upon receipt of an alleged violation of this Policy, shall investigate the allegation and if after commencing the investigation, the Ethics Officer finds that there is sufficient cause to believe the alleged violation has occurred, the Ethics Officers shall inform the Offerer in writing of the investigation and grant the Offerer an opportunity to be heard in response to the alleged violation.
- E. Distribute this Policy annually to the Authority's Members and officers. It shall also be distributed annually to those employees that have the ability to affect any Procurement. It shall also be distributed to each new Member, officer and applicable employee as soon as practicable following commencement of such position.

#### X. SANCTIONS

Upon a determination by the Ethics Officers that an Offerer has violated this Policy, the Ethics Officer shall:

- A. Issue a determination of non-responsibility for such Offerer, and such offerer and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders shall not be awarded the procurement contract, unless the Authority finds:
  - That the award of the procurement contract to the Offerer is necessary to protect public property or public health or safety, and

- 2. That the Offerer is the only source capable of supplying the required article of procurement within the necessary time frame, provided, that the governmental entity shall include in the Procurement Record a statement describing the basis for such a finding.
- Notify the New York State Office of General Services of the determination of nonresponsibility.
- C. Notify the Authority Board of the determination of non-responsibility.

# APPENDIX

# FORM OF OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

Name of Individual	or Entity Seeking to	Enter into the Procurement Contract:
Address:		
Name and Title of	Person Submitting th	is Form:
Contract Procurem	ent Number:	
Date:		
		ade a finding of non-responsibility regarding the individua rement Contract in the previous four years?
(Please circle):	No	Yes
If yes, please ansv	ver the next question	s:
2. Was the §139-j?	pasis for the finding o	of non-responsibility due to a violation of State Finance La
(Please circle):	No	Yes

	sis for the finding of non information to a Govern	-responsibility due to the intentional provision of ment Entity?
(Please circle):	No	Yes
4. If you answer		pove questions, please provide details regarding the
Governmental Entit	y:	
Date of Finding of N	Non-Responsibility:	
Basis of Finding of	Non-Responsibility:	
(Add additional pag	es as necessary)	
Procurement Contr		her governmental agency terminated or withheld a ed individual or entity due to the intentional?
(Please circle):	No	Yes
If yes, please provi	de details below:	
Governmental Entit	y:	

Date of Termination or Withholding of Contract:
Basis of Termination or Withholding:
(Add additional pages as necessary)
Offerer certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law § 129-k is complete, true and accurate.
By:
Signature:
Name:
Title: Date:

#### POLICIES AND PROCEDURES

SUBJECT: SCWA AUDIT COMMITTEE FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: September 28, 2023 POLICY NO.: 902

SUPERSEDES: March 1, 2011 APPROVED:

#### **PURPOSE**

The purpose of the Audit Committee shall be to (1) assure that the Authority's Board fulfills its responsibilities for the Authority's internal and external audit process, the financial reporting process and the system of risk assessment and internal controls over financial reporting; and (2) provide an avenue of communication between management, the independent auditors, the internal auditor(s) and the Board.

#### Powers of the Audit Committee

It shall be the responsibility of the audit committee to:

- Recommend the appointment and compensation of any public accounting firm employed by the Authority and oversee their work.
- · Conduct or authorize investigations into any matters within its scope of responsibility.
- Seek any information it requires from the CEO, CFO, Internal Auditor, or any other SCWA employee.
- Meet with the Authority staff, independent auditors, outside counsel and investment advisors, as necessary.
- Recommend to the Board retention at the Authority's expense of such outside counsel, experts and other advisors as the audit committee may deem appropriate.

#### Composition of Committee and Selection of Members

The audit committee shall consist of three members of the Board (one of whom shall be the Chairman), who are independent of Authority operations. The Authority's Board will appoint the audit committee members.

Audit committee members shall not engage in any private business transactions with the Authority or receive compensation from any private entity that has material business relationships with the Authority or be an immediate family member of an individual that engages in private business transactions with the Authority or receives compensation from an entity that has material business relationships with the Authority.

Members on the audit committee shall possess or obtain a basic understanding of government financial reporting and auditing.

The audit committee's internal and external advisors shall have (1) an understanding of generally accepted accounting principles and financial statements; (2) experience in preparing or auditing financial statements of comparable entities; (3) experience in applying such principles in connection with the accounting for estimates, accruals and

reserves; (4) experience with internal accounting controls and (5) an understanding of the audit committee functions.

#### Meetings

The audit committee will meet a minimum of twice per year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in the charter.

Members of the audit committee are expected to attend each committee meeting, in person or by videoconference. The audit committee may invite other individuals, such as members of management, auditors or other technical experts to attend meetings and provide pertinent information, as necessary.

The audit committee will meet with the Authority's independent auditor at least annually to discuss the financial statements of the Authority, including times as needed, without the presence of Management staff.

Meeting agendas will be prepared for every meeting and provided to the audit committee members along with briefing materials prior to the scheduled audit committee meeting. The audit committee will act only by unanimous consent. Minutes of these meetings will be recorded.

#### Responsibilities

The audit committee shall have responsibilities related to: (a) independent auditor and annual financial statements; (b) the Authority's internal auditor(s); (c) oversight of managements internal audit controls, compliance and risk assessment practices; and (d) miscellaneous issues related to the financial practices of the Authority.

# A. Independent Auditors and Financial Statements

- Recommend to the Board the appointment and compensation of independent auditors to be retained by the Authority and pre- approve all audit services provided by the independent auditor.
- Establish procedures for the engagement of the independent auditor to provide permitted audit services. The Authority's independent auditor shall be prohibited from providing non-audit services. Non-audit services include tasks that directly support the Authority's operations, such as bookkeeping or other services related to the accounting records or financial statements of the Authority, financial information systems design and implementation, appraisal or valuation services, actuarial services, investment banking services and other tasks that may involve performing management functions or making management decisions.
- Review and approve the Authority's audited financial statements, associated management letter, report on internal controls and all other auditor communications.
- Review significant accounting and reporting issues, including complex or unusual transactions and management decisions, and recent professional and regulatory pronouncements and understand their impact on the financial statements.

- Meet with the independent audit firm on a regular basis to discuss any significant issues that may have surfaced during the course of the audit.
- Review and discuss any significant risks reported in the independent audit findings and recommendations and assess the responsiveness and timeliness of management's follow-up activities pertaining to the same.

# B. Internal Auditor(s)

The audit committee shall:

- Review with management and the internal audit director, the charter, activities, staffing and organizational structure of the internal audit function.
- Ensure that the internal audit function is organizationally independent from the CFO, Finance Department, and Authority operations.
- Review the reports of the internal auditors and have the authority to review and approve the annual internal audit plan.
- Review the results of internal audits and approve procedures for implementing accepted recommendations of the internal auditor. This shall include a meeting at least once annually, with the internal auditor not in the presence of the CEO or CFO.

# C. Internal Controls, Compliance and Risk Assessment

The audit committee shall:

 Review management's assessment of effectiveness of the Authority's internal controls and review the report on internal controls by the independent auditor as part of the financial audit engagement.

#### D. Special Investigations

The audit committee shall:

- Ensure that the Authority has an appropriate confidential mechanism for individuals to report suspected fraudulent activities, allegations of corruption, fraud, criminal activity, conflicts of interest or abuse by the directors, officers, or employees of the Authority or any persons having business dealings with the Authority or breaches of internal control.
- Develop procedures for the receipt, retention, investigation and/or referral
  of complaints concerning accounting, internal controls and auditing to the
  appropriate body.
- Request and oversee special investigations as needed and/or refer specific issues to the appropriate body for further investigation.
- Review all reports delivered to it by the investigative body and serve as a point of contact with the investigative body.

# E. Other Responsibilities of the Audit Committee

The audit committee shall:

- Present annually to the Authority's Board a written report of how it has discharged its duties and met its responsibilities as outlined in this charter.
- Obtain any information and training needed to enhance the committee members' understanding of the role of internal audits and the independent auditor, the risk management process, internal controls and a certain level of familiarity in financial reporting standards and processes.
- Review the committee's charter annually, reassess its adequacy, and recommend any proposed changes to the board of the Authority. The audit committee charter will be updated as applicable laws, regulations, accounting and auditing standards change.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with this charter and request the Board's approval for proposed changes.

#### POLICIES AND PROCEDURES

SUBJECT: DISPOSAL OF SCWA PROPERTY FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: September 23, 2023 POLICY NO.: 903

SUPERSEDES: March 29, 2011 APPROVED:

#### **PURPOSE**

SCWA adopts this Disposition Policy to ensure that the disposal of its property is performed in an efficient, fair, and transparent manner. This Disposition Policy is adopted pursuant to Section 2896 of the Public Authorities Law and shall govern the disposition of property as set forth in said Policy.

#### Definitions

For the purposes of the Disposition Policy, unless a different meaning is required by the context:

- A. "Contracting Officer" shall mean the officer or employee of SCWA who shall be appointed by resolution of the Board of the SCWA to be responsible for the disposition of property. As of November 28, 2006, the Contracting Officer is SCWA's Chief Executive Officer.
- B. "Dispose" or "disposal" shall mean transfer of title or any other beneficial interest in personal or real property in accordance with this Policy.
- C. "Disposition Policy" or "Policy" shall mean the Disposition Policy adopted by the SCWA pursuant to Section 2896 of the Public Authorities Law.
- D. "Property" shall mean personal property in excess of five thousand dollars in value, real property, and any inchoate or other interest in such property, to the extent that such interest may be conveyed to another person for any purpose, excluding an interest securing a loan or other financial obligation of another party.

# II. Review of Disposition Policy

The Disposition Policy shall be annually reviewed and approved by SCWA's Board. On or before the thirty-first day of March in each year, SCWA shall file with the State Comptroller a copy of the Policy most recently reviewed and approved by SCWA, including the name of the

contracting officer. At the time of filing the Policy with the State Comptroller, SCWA shall also post and maintain the Policy on SCWA's website at least until the Policy for the following year is posted on such website.

# III. Responsibilities of the Contracting Officer

The Contracting Officer shall have the responsibility of implementing the Policy. The Contracting Officer shall:

- A. Ensure SCWA's compliance with, and enforcement of, this Policy.
- Supervise the disposition of SCWA Property.
- Maintain adequate inventory controls and accountability systems for all Property under SCWA's control.
- Periodically inventory such Property to determine which Property shall be disposed of.
- E. Publish, not less frequently than annually, a report listing all of the real property of the SCWA. Such report shall include a list and full description of real and personal property disposed of during such period. The report shall contain the price received by SCWA and the name of the purchaser for all such property.
- F. Deliver copies of the report to the State Comptroller, the Director of the Budget, the Commissioner of General Services, the Legislature and the New York Authorities Budget Office.

# IV. Disposition of SCWA Property

SCWA may dispose of any SCWA Property when it deems such disposal to be in furtherance of SCWA's interests.

A. Method of disposition. SCWA may dispose of Property for not less than the fair market value of such Property by sale, exchange, or transfer, for cash, credit or other property, with or without warranty, and upon such other terms and conditions as the Contracting Officer deems proper, and the Contracting Officer may execute such documents for the transfer of title or other interest in Property and take such other action as it deems necessary or proper to dispose of such Property under the provisions of this section. Provided however, that no disposition of real property or any interest in real property shall be made unless an appraisal of the value of such Property has been made by an independent appraiser and included in the record of the transaction and provided further, that no disposition of any other Property, which because of its unique nature or the unique circumstances of the proposed transaction is not readily valued by reference to an active market for similar property, shall be made without a similar appraisal.

B. All disposals or contracts for disposal of SCWA Property made or authorized by the Contracting Officer shall be made after publicly advertising for bids except as provided in paragraph D of this section.

# C. Public bidding requirements:

- The advertisement for bids shall be made at such time prior to the disposal or contract, through such methods, and on such terms and conditions as shall pemit full and free competition consistent with the value and nature of the Property;
- All bids shall be publicly disclosed at the time and place stated in the advertisement; and
- 3. The award shall be made with reasonable promptness by notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantages to SCWA, price and other factors considered; provided, that all bids may be rejected when it is in the public interest to do so.

# D. Disposal of Property by Negotiation

- Disposals and contracts for disposal of Property may be negotiated or made by public auction without regard to paragraphs B and C of this section but subject to obtaining such competition as feasible under the circumstances, if:
  - a. The personal property involved has qualities separate from the utilitarian purpose of such property, such as artistic quality, antiquity, historical significance, rarity, or other quality of similar effect, that would tend to increase its value, or if the personal property is to be sold in such quantity that if disposed of under paragraphs B and C of this section, would adversely affect the state or local market for such property, and the estimated fair market value for such property and other satisfactory terms of disposal can be obtained by negotiation;
  - The fair market value of the property does not exceed fifteen thousand dollars;
  - Bid prices after advertising therefor are not reasonable, either as
    to all or some part of the property, or have not been independently
    arrived at in open competition;
  - d. The disposal will be to the state or any political subdivision, and the estimated fair market value of the property and other satisfactory terms of disposal are obtained by negotiation;
  - e. Under those circumstances permitted by paragraph E of this Section; or

- f. Such action is otherwise authorized by law.
- An explanatory statement shall be prepared of the circumstances of each disposal by negotiation of:
  - a. any personal property which has an estimated fair market value in excess of fifteen thousand dollars:
  - any real property that has an estimated fair market value in excess of one hundred thousand dollars, except that any real property disposed of by lease or exchange shall only be subject to clauses (c) and (d) of this subparagraph;
  - any real property disposed of by lease, if the estimated annual rent over the term of the lease is in excess of fifteen thousand dollars; or
  - d. any real property or real and related personal property disposed of by exchange, regardless of value, or any property any part of the consideration for which is real property.
- Explanatory statements shall be transmitted to the persons entitled to receive copies of the report required under Section III(F) of this Policy not less than ninety days in advance of such disposal, and a copy thereof shall be preserved in SCWA's files.
- E. Disposal of Property for Less than Fair Market Value.
  - No asset owned, leased or otherwise in the control of the SCWA may be sold, leased, or otherwise alienated for less than its fair market value except if:
    - the transferee is a government or other public entity, and the terms and conditions of the transfer require that the ownership and use of the asset will remain with the government or any other public entity;
    - the purpose of the transfer is within the purpose, mission or governing statute of the SCWA; or
    - c. if the transferee is other than a governmental entity, the disposal would not be consistent with the SCWA's mission, purpose or governing statute, and the sew A prior to transferring the asset:
      - provides written notification thereof to the governor, the speaker of the assembly, and the temporary president of the senate, and such proposed transfer shall be subject to denial by the governor, the senate, or the assembly; and

- ii. defers action for sixty days if the notice pursuant to clause
   (a) of this subparagraph was provided between January 1
   and June 30 of a single calendar year; or
  - iii. defers until March 5 of the following calendar year for the senate or assembly denial if the notice pursuant to clause (a) of this subparagraph was provided between July 1 and December 31 of a single calendar year.
- iv. the SCWA shall not transfer the asset if the proposed transfer is denied by any entity which receives notice of the proposed transfer as per this subsection.

In the event a below fair market value asset transfer is proposed, the following information must be provided to the SCWA Board and the public by posting on the SCWA website:

- a. a full description of the asset;
- an appraisal of the fair market value of the asset and any other information establishing the fair market value sought by the SCWA Board;
- c. a description of the purpose of the transfer, and a reasonable statement of the kind and amount of the benefit to the public resulting from the transfer, including but not limited to the kind, number, location, wages or salaries of jobs created or preserved as required by the transfer, the benefits, if any, to the communities in which the asset is situated as are required by the transfer;
- d. a statement of the value to be received compared to the fair market value;
- e. the names of any private parties participating in the transfer, and if different than the statement required by subparagraph d of this subsection, a statement of the value to the private party; and
- f. the names of other private parties who have made an offer for such asset, the value offered, and the purpose for which the asset was sought to be used.
- g. Before approving the disposal of any Property for less than fair market value, the SCWA Board shall consider the information described in paragraph 4 of this subsection and make a written determination that there is no reasonable alternative to the proposed below-market transfer that would achieve the same purpose of such transfer.

# V. Validity of deed, bill of sale, lease, or other instrument

A deed, bill of sale, lease, or other instrument executed by or on behalf of the SCWA, purporting to transfer title or any other interest in property of the SCWA under this policy shall be conclusive evidence of compliance with the provisions of this Policy insofar as concerns title or other interest of any bona fide grantee or transferee who has given valuable consideration for such title or other interest and has not received actual or constructive notice of lack of such compliance prior to the closing.

#### POLICIES AND PROCEDURES

SUBJECT: Policy Governing Public FILE UNDER SECTION NO.: 9

Disclosure of Information

("Whistle Blower" Policy) POLICY NO.: 904

EFFECTIVE DATE: March 2, 2012 September 23, 2023

SUPERSEDES: December 19, 2006March 2, 2012 APPROVED:

# POLICY

It is the Authority's policy to protect employees from retaliation for disclosing information concerning acts of wrongdoing, misconduct, malfeasance, or other inappropriate behavior by any employee of Member. Any employee who discloses information regarding improprieties in the aforementioned areas in good faith shall be protected from any retaliatory act by the Authority or its Members, officers, or employees.

Any employees who has have disclosed information regarding acts of wrongdoing, misconduct, malfeasance, or other inappropriate behavior who feels that he or sheand feels that they has have suffered from retaliation from any Member, officer, or employee should immediately refer his or herthe complaint in writing to the Director of Administration Deputy CEO for Administration who shall investigate the complaint and issue a written report to the Chief Executive Officer. It shall then be the Chief Executive Officer's responsibility to forward the complaint and written report to the Board Members for review and action.

In the event an employee has disclosed information regarding acts of wrongdoing, misconduct, malfeasance, or other inappropriate behavior of the <u>Director of Administration Deputy CEO for Administration</u> or the Chief Executive Officer or has suffered from retaliation from the <u>Director of Administration Deputy CEO for Administration</u> or the Chief Executive Officer, or as otherwise appropriate, the employee may refer his or her complaint in writing to the Governance Committee of the Authority's Board. The Governance Committee shall then investigate or cause an appropriate person under the circumstances to investigate said complaint and issue a written report. The Governance Committee shall forward the complaint and written report to the Board Members for review and action.

Resolution No. 455-12-2006

#### POLICIES AND PROCEDURES

SUBJECT: SCWA FINANCE COMMITTEE FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: September 28, 2023 POLICY NO.: 905

SUPERSEDES: March 1, 2011 APPROVED:

# **PURPOSE**

The purpose of the Finance Committee shall be to oversee the Authority's debt and debt practices and to recommend policies concerning the Authority's issuance and management of debt.

# **Duties of the Finance Committee**

It shall be the responsibility of the Finance Committee to:

- Review proposals for the issuance of debt by the Authority and to make recommendations concerning those proposals to the Board.
- Make recommendations to the Board concerning the level of debt and nature of debt issued by the Authority.
- Make recommendations concerning the appointment and compensation of bond counsel, investment advisors and underwriting firms used by the Authority, and to oversee the work performed by these individuals and firms on behalf of the Authority.
- Meet with and request information from Authority staff, independent auditors and advisors or outside counsel, as necessary to perform the duties of the committee.
- Retain, at the Authority's expense, such outside counsel, experts and other advisors as the finance committee may deem appropriate.
- Review proposals relating to the repayment of debt or other long-term financing arrangements by the Authority.
- Annually review the Authority's financing guidelines and make recommendations to the Board concerning criteria that should govern its financings. These should include security provisions required for a bond financing undertaking, specific requirements of credit enhancements or

additional guarantees used, such as a pledge of revenues, financial covenants or debt service reserves.

- Report annually to the Authority's Board how it has discharged its duties and met its responsibilities as outlined in this charter.
- Conduct an annual self-evaluation of its performance, including its effectiveness and compliance with this charter and request the board approval for proposed changes.

#### Composition of Committee and Selection of Members

The finance committee shall consist three members of the Board (one of whom shall be the Chairman), who are independent of Authority operations. The Authority's Board will appoint the audit committee members. Finance Committee members shall serve at the discretion of the Authority Board.

The finance committee members should be knowledgeable or become knowledgeable in matters pertaining to finance.

#### **Meetings**

The finance committee will meet a minimum of twice per year, with the expectation that additional meetings may be required to adequately fulfill all the obligations and duties outlined in this Charter. All committee members are expected to attend each committee meeting, in person or via telephone or videoconference.

Meetings agendas will be prepared for every meeting and provided to the finance committee members in advance of the scheduled committee meeting, along with the appropriate materials needed to make informed decisions. The finance committee shall act only on the affirmative vote of a majority of the members at a meeting. Minutes of these meetings are to be recorded.

#### Other Responsibilities of the Finance Committee:

The finance committee shall:

- Review the Authority's proposed annual operating & maintenance budget as presented by Authority management for the upcoming fiscal year.
- Review the Authority's proposed annual capital budget as presented by Authority management for the upcoming fiscal year.
- Recommend the proposed annual budgets to the board for approval after incorporating necessary amendments.

- Monitor and report to the board on the Authority's compliance with its adopted budget during the fiscal year (actual verses estimated budget) on a biannually.
- Annually review the Authority's investment policy and evaluate allocation of assets.
- Review and recommend to the board approval of the Authority's annual investment report.
- Annually review the Authority's audit of investments as provided by independent auditors.
- Review the financial aspects of major proposed transactions, significant
  expenditures, new programs and services, as well as proposals to discontinue
  programs or services and making action recommendations to the board.
- Review and make recommendations to the board regarding any proposed procurements submitted to the committee by the Authority's procurement officer.
- Review and recommend changes to the Authority's thresholds for procuring goods and services and procurement policy.
- Review and recommend changes to the Authority's rates and fee schedules.
- Review the scope and terms of the Authority's insurance policies and liability coverage on an annual basis.
- Review any other matters, which may arise as they pertain to the finances of the Authority and make recommendations, if appropriate.

# SUFFOLK COUNTY WATER AUTHORITY POLICIES AND PROCEDURES

SUBJECT: EXTENSION OF CREDIT FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: August 28, 2012 September 28, 2023 POLICY NO: 906

SUPERSEDES: N/A August 28, 2012 APPROVED:

# POLICY:

In accordance with Section 2824 of the Public Authorities Law, the Suffolk County Water Authority shall not, directly or indirectly, extend or maintain credit, arrange for the extension of credit, or renew an extension of credit, in the form of a personal loan to or for any Officer, Board Member or employee of the Authority.

#### POLICIES AND PROCEDURES

SUBJECT: Authority Bylaws FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: August 28, 2012 September 28, 2023 POLICY NO: 908

SUPERSEDES: N/A August 28, 2012 APPROVED:

# By-Laws of the Suffolk County Water Authority

The Suffolk County Water Authority was created on March 29, 1937 and has been in continuous existence as a body corporate and politic constituting a public benefit corporation since its creation. The Suffolk County Water Authority was created for the purposes and charged with the duties and has the powers provided in New York Public Authorities Law Article 5, Title 4. Section 1078(8) of the Public Authorities Law provides that the Authority shall have the power to make by-laws for the management and regulation of its affairs.

# Article I Authority Name, Purposes, Mission Statement

- 1. Name of Authority. The name of the Authority is the Suffolk County Water Authority (the "Authority").
- 2. Purposes. The powers, purposes and duties of the Authority are in all respects for the benefit of the people of the County of Suffolk and the State of New York, for the improvement of their health, welfare and prosperity, and the said purposes are public purposes, and the Authority performs and essential governmental function in the exercise of its powers.
- Mission Statement. "We will provide the customers of the Suffolk County Water Authority the highest quality water at the lowest possible cost in an atmosphere of excellent customer service."

# Article II Meetings

1. Regular Meetings. Regular meetings of the Members shall be held for each calendar month at a date, time and place fixed by Chairperson.

- 2. Special Meetings. Special meetings of the Members may be held upon twenty-four hours' notice to each Member. Notice may be oral, written, or by electronic means. Special Meetings may be called by the Chairperson or by any two Members.
- 3. Matters for Consideration. Regular and special meetings shall be open for consideration of any matter that is properly brought to the attention of the Authority.
- 4. Quorum. Three Members of the Authority shall constitute a quorum at any meeting duly called and held.

# Article III Members of the Authority

- 1. Number of Members, Residency. The Authority shall consist of five Members all of whom shall be residents of the County of Suffolk.
- 2. Appointing Body, Term. The Chairman Chairperson and Members of the Authority shall be appointed by the legislative body of the County of Suffolk in such a manner as set forth in Section 1077 of the Public Authorities Law.
- 3. Secretary. The Secretary of the Authority shall be one of the Members of the Authority chosen by a majority vote of the Members of the Authority.
- 4. Vacancies. Vacancies in the membership of the Authority shall be filled in such a manner as set forth in Section 1077 of the Public Authorities Law.
- 5. Powers. The powers of the Authority are vested in and exercised by a majority of the Members then in office. The Members shall have all those powers set forth in Public Authorities Law Article 5, Title 4 and such other laws of the State of New York. The Authority may delegate to one or more of its Members, or its agents, or employees, such powers and duties as it may deem proper.
  - 6. Duties. Members of the Authority shall:
- (a) execute direct oversight of the Authority's Chief Executive Officer and other management employees in the effective and ethical management of the Authority;
- (b) understand, review and monitor the implementation of fundamental financial and management controls and operational decisions of the Authority;
- (c) establish policies and procedures regarding the property and employees of the Authority as required by law;
- (d) perform each of their duties in good faith and with the degree of diligence, care and skill that an ordinarily prudent person in like position would use under similar circumstances, and apply independent judgment in the best interest of the Authority, its mission and the public; and
  - (e) execute an oath of office as required by law.

# ARTICLE IV Committees

- 1. Audit Committee. The Audit Committee shall be comprised of not less than three Members of the Authority. Members of the Audit Committee shall be appointed by and serve at the pleasure of the Board of the Authority. The Audit Committee shall recommend to the Board of the Authority the hiring of a certified independent accounting firm for the Authority and the compensation such firm shall be paid, and it shall provide direct oversight of the performance of the independent audit performed by the accounting firm hired for such purpose.
- 2. Governance Committee. The Governance Committee shall be comprised of not less than three Members of the Authority. Members of the Governance Committee shall be appointed by and serve at the pleasure of the Board of the Authority. The Governance Committee shall keep the Board of the Authority informed of current best governance practices, review corporate governance trends, recommend updates to the Authority's corporate governance principals, advise the appointing body on the skills and experiences required of potential board members, examine ethical and conflict of interest issues, perform board self-evaluations, and recommend by-laws which include rules and procedures for conduct of board business.
- 3. Finance Committee. The Finance Committee shall be comprised of not less than three Members of the Authority. Members of the Finance Committee shall be appointed by and serve at the pleasure of the Board of the Authority. The Finance Committee shall review proposals for the issuance of debt by the Authority and make recommendations with respect thereto.

# ARTICLE V Seal

1.	The seal of the Authority shall be circular in form and shall bear the name
of the Suffolk	County Water Authority and the year 1937.

I, Patrick G. Halpin Tim Bishop, duly appointed and qualified Secretary of the Suffolk County Water Authority do hereby certify that the foregoing is a true, correct and complete copy of the By-Laws of the Suffolk County Water Authority, as adopted August 28, 2012 and revised September 28, 2023.

Witnesseth, my hand and seal this 28th day of August, 201228th day of September, 2023.

# SUFFOLK COUNTY WATER AUTHORITY INTEROFFICE CORRESPONDENCE

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

Donna Mancuso, Deputy CEO for Administration

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

**RE:** SCWA Procurement Policy - Update

**DATE:** September 26, 2023

The Authority has a procurement policy to govern the SCWA's acquisition of goods and services that are not related to construction. Originally adopted in 2008, the Policy creates classes of goods and professional services based upon their value, and provides the procedures the Authority must follow in selecting a vendor for the good or service.

The Policy was updated in 2016. In 2018, the Governance Committee last reviewed the Policy and recommended that the Board reconfirm it. The Board did so.

A recent review of the Policy, changes to the marketplace, and title changes of certain Authority employees suggest the need for modifications to the Policy. For example, the Policy sets forth the procedures to be followed for purchases based on their estimated value. Currently, purchases over \$15,000 require contract bid or written proposals and that the Procurement Officer use its reasonable efforts to obtain the same. While the procedures are appropriate, it is suggested that the lower limit for such efforts be increased to \$20,000. This number was selected because it is the value used in the General Municipal Law for purchases by municipalities. While the Authority is not a municipality, indexing the purchasing thresholds to it, provides consistency across all types of public corporations. This increase flows through the other categories in the Policy, so that the limits are adjusted by \$5,000 for each class of purchase or service.

The Policy was also updated with the current titles of Authority executives because certain executives have the ability to execute purchase orders after a purchase or service has been authorized under the Policy. These are housekeeping changes.

Notwithstanding, no executive, except for the CEO, can authorize a purchase or retain a entity to provide a professional service (e.g., surveyors, appraisers, etc.) if the estimated value of the purchase is \$10,000 or less. The Board is required to do so if the value of the purchase or service exceeds \$10,000.

Please have the Governance Committee:

- 1. Review and reconfirm the Policy.
- 2. Recommend that the Board review and reconfirm the Policy.

#### POLICIES AND PROCEDURES

SUBJECT: POLICY FOR SELECTING VENDORS FILE UNDER SECTION NO.: 9
OF NON-CONSTRUCTION PURCHASING CONTRACTS
PROFESSIONAL SERVICES & DELEGATION OF
IMPLEMENTATION AUTHORITY

EFFECTIVE DATE: July 31, 2018 POLICY NO.: 9098

SUPERSEDES: November 1, 2016 APPROVED:

POLICY FOR SELECTING VENDORS OF NON-CONSTRUCTION PURCHASING CONTRACTS, PROFESSIONAL SERVICES AND <u>DELEGATION OF IMPLEMENTATION</u> AUTHORITY

#### PURPOSE AND SCOPE

This is the Suffolk County Water Authority's Policy for selecting vendors of goods and/or services not related to construction, for selecting professional service providers, and for paying expenses not subject to negotiation, a request for proposals or public bidding. This policy does not affect construction contracts awarded pursuant to §1088 of the Public Authorities Law. The purpose of this Policy is to have a competitive procurement process that results in the selection of a qualified vendor that offers the best value to SCWA.

#### II. PROCUREMENT OFFICER

SCWA's Purchasing Director shall be SCWA's Procurement Officer. All contacts between a potential vendor and SCWA <u>must shall-conform</u> with SCWA's Policy Concerning Contacts During Procurements.

# III. ACQUISITION OF GOODS AND/OR SERVICES WITH AN AGGREGATE VALUE OF TWENTY FIFTEEN THOUSAND DOLLARS OR MORE

The acquisition of goods or services of the same type or in the same category (e.g., office supplies) with an aggregate value of <a href="Twenty Fifteen-Thousand Dollars">Twenty Fifteen-Thousand Dollars</a> (\$20,00015,000.00) or more during the same fiscal year, June 1 to May 31, <a href="must shall-conform to the following:">must shall-conform to the following:</a>

#### A. Solicitation of Proposals:

 The Procurement Officer may select a vendor from an existing United States General Services Administration, State of New York, municipal contract or pursuant to Public Authorities Law Section 2881 ("Public Contract"), or

- The Procurement Officer may issue a sealed contract bid request or request for proposals for goods or services.
- The Procurement Officer <u>must shall</u> use reasonable efforts to circulate contract bids and requests for proposals to prospective vendors, including posting notice on SCWA's website.
- The Procurement Officer <u>must shall</u>-obtain at least one non Public Contract response or an explanation as to why a non Public Contract vendor was not solicited.

#### B. Review and Selection of Vendor

- SCWA must shall evaluate the responses to the contract bid, request for proposals or Public Contract considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a woman and/or minority owned business and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
- 2. The responses to the contract bid, request for proposals, or Public Contract vendor <u>must shall</u>-be presented to the Board for its consideration. Such presentation may include a recommendation by SCWA staff. If a recommendation is made for use of a Public Contract vendor, SCWA staff <u>must shall</u>-obtain at least one non Public Contract response for the same item or an explanation as to why a non Public Contract vendor was not solicited.
- The SCWA Board taking into consideration any recommendation by SCWA staff may authorize or reject entering into an agreement considering, among other things, price, vendor experience and responsibility, quality of product, and other reasonable considerations.

# IV. ACQUISITION OF GOODS AND/OR SERVICES WITH AN AGGREGATE VALUE OF LESS THAN TWENTY-FIFTEEN THOUSAND DOLLARS

The acquisition of goods or services of the same type or in the same category (e.g., office supplies) with an aggregate value less than <a href="Twenty Fifteen-Thousand Dollars">Twenty Fifteen-Thousand Dollars</a> (\$20,00015,000.00) during the same fiscal year, June 1 to May 31, <a href="must shall-conform to the following:">must shall-conform to the following:</a>

# A. Solicitation of Proposals:

- The Procurement Officer may select a vendor from an existing United States General Services Administration, State of New York, municipal contract or pursuant to Public Authorities Law Section 2881 ("Public Contract"), or
- 2. The Procurement Officer may issue a sealed contract bid request or

request for proposals for goods or services, or

- The Procurement Officer may use its reasonable efforts to obtain competitive prices for the required item.
  - Reasonable efforts include purchasing the item at retail prices from a reputable vendor whose normal course of business includes selling such items.
  - For those items of a specialized character, reasonable efforts shall include obtaining three written quotes from reputable vendors for the item.
- The Procurement Officer <u>must shall</u> obtain at least one non Public Contract response or an explanation as to why a non Public Contract vendor was not solicited.
- B. Review and Selection of Vendor of Proposals with an Aggregate Value of more than <u>Ten Five-Thousand Dollars</u> (\$10,000 5,000) but less than <u>Twenty Thousand Fifteen Thousand Dollars</u> (\$20,000 15,000):
  - SCWA <u>must shall</u> evaluate the responses to the solicitation considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a woman and/or minority owned business and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.
  - The responses <u>must shall</u> be presented to the SCWA Board. Such
    presentation may include a recommendation by SCWA staff. If a
    recommendation is made for use of a Public Contract vendor, SCWA staff
    <u>must shall</u> obtain at least one non Public Contract response for the same
    item or an explanation as to why a non Public Contract vendor was not
    solicited.
  - 3. The SCWA Board taking into consideration any recommendation by SCWA staff may authorize or reject entering into an agreement with a vendor for the requested good or service, considering, among other things, price, vendor experience and responsibility, quality of product, and other reasonable considerations.
- C. Review and Selection of Vendor of Responses with an Aggregate Value of Less Than Ten Five Thousand Dollars (\$10,000 5,000):
  - SCWA <u>must shall</u> evaluate the responses to the solicitation considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a woman and/or minority owned business and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.

- The responses <u>must shall</u> be presented to any Member or the Chief Executive Officer or his or her designee. If a recommendation is made for use of a Public Contract vendor, SCWA staff shall obtain at least one non Public Contract response for the same item or an explanation as to why a non Public Contract vendor was not solicited.
- Such individual taking into consideration any recommendation by SCWA staff may authorize or reject entering into an agreement with a vendor for the requested goods or services considering, among other things, price, vendor experience and responsibility, quality of product and other reasonable considerations.

#### V. Purchase Order Procedures For Goods and Services

<u>Purchase Orders d All-</u>Goods and Services <u>approved under this Policy</u> purchases shall conform to the following procedures.

- A. Individual purchases with an aggregate value of Two Hundred Fifty Dollars (\$250.00) or more require the issuance of a purchase order. The Purchasing Director, or its designee, <u>must shall</u>-review Purchasing Orders for facial conformity with this Policy.
- B. Authority to issue Purchase Orders:
  - 1. Purchase Orders for items of any value may be issued by:

Members, Chief Executive Officer, Chief Financial Officer, Chief, Human-Resources Officer, Chief Legal Officer, Chief Technology Officer, Deputy Chief Executive Officer for Administration, Deputy Chief Executive Officer for Customer Service, and Deputy Chief Executive Officer for Operations, and General Counsel.

2. Purchase Orders for items with an aggregate value of less than One Thousand Dollars (\$1,000.00) may be issued by:

Chief Engineer and Director of Research and Development, <u>Deputy Chief Finance Officer</u>, <u>Director of Communications</u>, <u>Director of Construction</u>
Maintenance, <u>Director of Field Services</u>, <u>Director of General Services</u>, <u>Director of Water Quality and Laboratory Services</u>, <u>Director of Production Control</u>, <u>Director of Risk Management</u>, and <u>Director of Strategic Initiatives</u>.

 Purchase Orders for items with an aggregate value of less than Five Hundred Dollars (\$500.00) may be issued by:

Managers and Superintendents for items used within their Department and the Storeroom Manager.

# VI. Aggregate Value

SCWA Staff <u>must shall</u>-use its best efforts to estimate the aggregate value of goods or services of the same type or in the same category purchased in the same fiscal year in order to determine the acquisition procedures established by this Policy to follow. If during a fiscal year, SCWA staff determines that the estimated value is lower than the actual purchases made during the fiscal year, prior to making additional purchases of the good or item, SCWA <u>must shall</u>-make a revised estimate of the value of the goods or services to be purchased and comply with the appropriate acquisition procedure based upon the revised estimate.

#### VII. Blanket Purchase Authorizations

A. Issuance of a Blanket Authorization:

The SCWA Board may, upon the recommendation of SCWA Staff, authorize or reject establishing a Blanket Authorization for an anticipated amount of goods or services of the same type or in the same category from one Vendor.

B. Review and Approval of Blanket Authorizations:

The recommendation <u>must shall</u> include an explanation as to why the Blanket Authorization should be issued and include whether any non Public Contract vendor was solicited for the items and if not, the reasons for not including a non Public Contract vendor. SCWA <u>must shall</u> evaluate the recommendation considering, among other things, price, vendor experience and responsibility, quality of product, whether a vendor is a woman and/or minority owned business and other reasonable considerations with the purpose of selecting the vendor that represents the best value for SCWA.

C. Purchases after the issuance of a Blanket Authorization:

Purchases from the selected Vendor will shall be made pursuant to Section V above. Notwithstanding the issuance of a Blanket Authorization, the Procurement Officer, in its discretion, may, but is shall not be obligated to, obtain competitive pricing under the methods set forth in Sections III or IV above prior to purchasing any item covered by the Blanket Authorization.

# VIII. Purchasing Cards

The Chief Executive Officer may authorize the issuance of purchasing cards to various departments for use to purchase items not normally stocked by SCWA, not available under an existing SCWA contract, needed immediately, or needed from a vendor who does not accept SCWA purchase orders. The CEO, or its designee, must shall establish controls on the use of the cards and such controls and compliance with the same shall be reviewed no less then annually by the Internal Auditor.

# IX. Purchases During an Emergency Condition

If there is an emergency that affects SCWA's normal operations this Policy may shall be

suspended for as long as the emergency exists. Within a reasonable time after the emergency ends, the details of the purchase or rental of any goods or services of the same type or category (e.g. bottled water, pumping equipment) costing <a href="FiveOne">FiveOne</a>
Thousand Dollars (\$5,000 1,000.00) or more made during the emergency <a href="must\_shall-be">must\_shall-be</a>
presented to the Board for its review.

# X. PROFESSIONAL SERVICES AGREEMENTS WITH AN AGGREGATE VALUE OF FIFTEEN THOUSAND DOLLARS OR MORE

The retention of a firm or individual to provide Professional Services, including but not—limited to, accounting, <u>environmental</u>, engineering, legal, architectural, appraisal, surveying, public relations or archaeological services, ("Professional Services") valued at more than <u>TwentyFifteen</u>\_Thousand Dollars (\$20,00045,000.00) <u>must\_shall</u> conform to the following:

# A. Solicitation of Proposals

The Procurement Officer <u>must</u> <u>-shall</u> issue a request for proposals. SCWA <u>must</u> <u>shall</u> use its reasonable efforts to circulate the request for proposals. Such request for proposals <u>must shall</u> be posted on the SCWA website and may be circulated by other means. If the issuance of a request for proposals is unreasonable under the circumstances, SCWA may obtain at least three quotes for such services and provide an explanation as to why a request for proposals was not issued.

#### B. Review and Selection of Vendor:

- SCWA must shall evaluate the responses to the request for proposals or written quote considering, among other things, price, vendor experience and responsibility, whether a vendor is a woman and/or minority owned business, ability to perform the service in a timely fashion and other reasonable considerations with the purpose of selecting the vendor that represents the best value for the SCWA.
- If SCWA determines it is in SCWA best interests to award the contract or request for proposals, SCWA <u>must shall</u> make a recommendation to the Board on which vendor to select including, within such recommendation, a proposed agreement. SCWA may schedule a conference with vendors prior to any recommendation.
- C. Authority to Select Professional Service Vendor and to Enter into Agreement:

The SCWA Board taking into consideration, among other things, any recommendation by SCWA staff, price, vendor experience and responsibility, ability to perform the service in a timely fashion and other reasonable considerations may authorize or reject entering into an agreement with a vendor that responded to the solicitation.

XI. PROFESSIONAL SERVICES AGREEMENTS WITH AN AGGREGATE VALUE OF LESS THAN TWENTYFIFTEEN THOUSAND DOLLARS AND MORE THAN TEN FIVE THOUSAND DOLLARS

The retention of a firm or individual to provide Professional Services with an aggregate value of less than <u>TwentyFifteen</u> Thousand Dollars (\$20,00015,000.00) but more than <u>Ten Five</u>-Thousand Dollars (\$10,0005,000) <u>mustshall</u> conform to the following:

#### A. Solicitation of Proposals:

The Procurement Officer shallmust solicit a minimum of three-written proposals from reputable professional vendors with experience performing the requested service. A request for proposals may be issued if deemed appropriate by the soliciting department. The use of a request for proposals is encouraged if highly technical or specialized services are sought. If a request for proposals is issued, the request must shall be posted on the SCWA website and may be circulated by other means. SCWA may schedule a conference with the vendors prior to any award.

#### B. Review and Selection of Vendor:

- SCWA <u>must shall</u> evaluate the responses to the request for proposals or written quote considering, among other things, price, vendor experience and responsibility, whether a vendor is a woman and/or minority owned business, ability to perform the service in a timely fashion and other reasonable considerations with the purpose of selecting the vendor that represents the best value for the SCWA.
- If SCWA determines it is in SCWA best interests to award the contract or request for proposals, SCWA <u>must shall</u> make a recommendation to the Board on which vendor to select including, within such recommendation, a proposed agreement. SCWA may schedule a conference with vendors prior to any recommendation.
- C. Authority to Select Professional Service Vendor and to Enter into Agreement:

The SCWA Board taking into consideration, among other things, any recommendation by SCWA staff, price, vendor experience and responsibility, ability to perform the service in a timely fashion and other reasonable considerations may authorize or reject entering into an agreement with a vendor that responded to the solicitation.

# XII. PROFESSIONAL SERVICES AGREEMENTS WITH AN AGGREGATE VALUE OF LESS THAN TEN FIVE-THOUSAND DOLLARS

The retention of a firm or individual to provide Professional Services valued less than <u>Ten Five</u> Thousand Dollars (\$10,0005,000.00) shall conform to the following:

#### A. Solicitation of Proposals:

The Procurement Officer <u>must shall</u> solicit a <u>minimum of three</u> written proposals shall be solicited from reputable professional vendors with experience performing the requested service. A request for proposals may be issued if deemed appropriate by the soliciting department. The use of a request for proposals is encouraged if highly technical or specialized services are sought. If a request for proposals is issued, the request <u>mustshall</u> be posted on the SCWA website and may be circulated by other means. SCWA may schedule a conference with the

vendors prior to any award.

- B. Review and Presentation to the Chief Executive Officer:
  - SCWA <u>must shall</u> evaluate the responses to the request for proposals or quotes and choose the vendor that represents the best value for SCWA considering, among other things, price, vendor experience and responsibility, whether a vendor is a woman and/or minority owned business, ability to perform the service in a timely fashion and other reasonable considerations.
  - If SCWA determines it is in SCWA's best interests to award the contract or request for proposals, SCWA <u>must shall</u> make a recommendation to the Chief Executive Officer on which vendor to select including, within such recommendation, a proposed agreement. SCWA may schedule a conference with vendors prior to any recommendation.
- C. Authority to Select Professional Services Vendor and to Enter into Agreement:

The Chief Executive Officer taking consideration, among other things, any recommendation by SCWA staff, price, vendor experience and responsibility, ability to perform the service in a timely fashion and other reasonable considerations may authorize or reject entering into an agreement with a vendor that responded to the solicitation provided the selected entity has not received more than <a href="TenFive">TenFive</a> Thousand Dollars (\$10,0005,000.00) from SCWA for similar services during the same fiscal year, June 1 to May 31. If a Chief Executive Officer award to an entity would cause the value of the services provided by such entity to exceed <a href="Ten Thousand Dollars">Ten Thousand Dollars</a> (\$10,000) five thousand dollars for a fiscal year, the SCWA Board taking into consideration, among other things, any recommendation by SCWA staff, price, vendor experience and responsibility, ability to perform the service in a timely fashion and other reasonable considerations may authorize or reject entering into an agreement with a vendor that responded to the solicitation.

#### XIII. Purchase Order Procedures for Professional Services

All professional services shall conform to the following:

- A. Individual purchases for Professional Services with an aggregate value of Two Hundred and Fifty Dollars (\$250.00) or more require the issuance of a purchase order. The Purchasing Director shall review any such purchase order for facial conformity with this Policy.
- B. Authority to Issue Purchase Orders for Professional Services:
  - 1. Purchase Orders for Professional Services of any value may be issued by:

Members, Chief Executive Officer, Chief Financial Officer, Chief Legal

Officer Human Resources Officer, Chief Technology Officer, Deputy Chief Executive Officer for Administration, Deputy Chief Executive Officer for Customer Service, and Deputy Chief Executive Officer for Operations, and General Counsel.

 Purchase Orders for Professional Services with an aggregate value of less than One Thousand Dollars (\$1,000.00) may be issued by:

Chief Engineer and Director of Research and Development, <u>Deputy Chief Financial Officer</u>, Director of Communications, Director of Construction Maintenance, Director of Field Services, Director of General Services, Director of Water Quality and Laboratory Services, Director of Production Control, Director of Risk Management, and Director of Strategic Initiatives.

Agreements without a Sum Certain:

Invoice for services without a sum certain (e.g. fees earned based on a hourly rate) shall be submitted to the SCWA Board for their review and approval of payment.

#### XIV. EXPENSES NOT SUBJECT TO NEGOTIATION

SCWA recognizes that the prompt payment of invoices for utilities, including, but not limited to, electrical, telephone, cellular, natural gas, governmental fees of any sort, legal notice publications, postage, and express delivery services is important and represents a good business practice. The fees for such services are not subject to negotiation. SCWA may make such payment upon receipt of an invoice for the same without Board approval. Members, Chief Executive Officer, Chief Financial Officer, Chief Legal Officer, Chief Technology Officer, Deputy Chief Executive Officer for Administration, Deputy Chief Executive Officer Customer Service, and Deputy Chief Executive Officer for Operations, Deputy Chief Executive Officer for Customer Service, Chief Human Resources Officer, and General Counsel may make such payments. In addition, the Board delegates to the Director of Finance and the Finance Department Manager authority to make payments for these services upon receipt of an invoice for the same without further Board action.

#### XV. AUDIT OF DOCUMENTS

All expenditures as well as processes and procedures leading towards those expenditures are subject to further audit by internal auditors, independent accountants and appropriate government agencies as required.

#### XVI. REPORTS

On an annual basis, a report will be submitted to the Board reflecting number of contracts, contractor, estimated annual award amounts and amounts paid to date and the controls governing the use of purchasing cards.

# XVII. REVIEW

The Board must shall-review and reconfirm, on no less than an annual basis, this policy.

# XVIII. EFFECTIVE DATE

The Effective Date for this Policy is October 1, 2023 November 1, 2021.

#### SUFFOLK COUNTY WATER AUTHORITY

#### POLICIES AND PROCEDURES

SUBJECT: PATENTS AND INVENTIONS FILE UNDER SECTION NO.: 9

EFFECTIVE DATE: September 28, 2023 POLICY NO.: 910

SUPERSEDES: May 21, 2019 APPROVED:

# A. Purpose of the Patents and Inventions Policy

- Suffolk County Water Authority recognizes that its employees during their employment may make innovations of public value. SCWA policy is to encourage its employees to make these innovations and will support their endeavors provided they are related to the employee's SCWA responsibilities.
- It is SCWA policy to protect innovations of public value made by SCWA employees during the course of their SCWA employment.

#### B. Definitions

- Created: Having conceived, authored, reduced to practice, designed, developed, or otherwise having contributed to the making of Intellectual Property.
- 2. Creator: One who has Created Intellectual Property, in whole or in part.
- 3. Intellectual Property: Patentable Inventions, tangible research materials, computer software, and any unique or novel innovation in the technical arts or any new and useful improvements thereof, including methods or processes for creating an object or result (a way of doing or making things) machines, testing for chemicals, devices, products of manufacture, product designs, or composition, maskworks or layout designs for printed circuit boards or integrated circuits, compositions of matter, materials, any variety of plant, and any knowhow essential to the practice or enablement of such innovations and improvements, whether or not patentable.
- Inventor: One who contributes to the conception of a Patentable Invention under the patent laws of the United States or other relevant jurisdiction.
- Patentable Invention: Any art or process (way of doing or making things), machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, which is or may be patentable under the patent laws of the United States or other relevant jurisdiction, and the patent applications or patents that embody them.
- Personnel: All full-time and part-time employees of SCWA.
- 7. Use of SCWA Resources: Any use of SCWA resources, including, but not limited

to, use of: financial support, funds and grants administered by SCWA; equipment, facilities, services, laboratories, or space; computers and computer or communications networks not publicly or routinely-available; scientific instruments; time spent by Personnel; confidential information; Inventions and other proprietary or intellectual property owned by SCWA and any privileged access as a result of a person's affiliation with SCWA.

# C. Scope

- This Policy applies to Intellectual Property Created, in whole or in part, by SCWA Personnel.
- This Policy sets forth the rights and responsibilities of SCWA and SCWA Personnel in the development, creation, ownership, protection, maintenance, dissemination, marketing, licensing, and monetization of Intellectual Property

# D. Ownership of Intellectual Property

- SCWA Ownership: SCWA shall own, and Creator shall promptly disclose and assign to SCWA Intellectual Property Created, in whole or in part:
  - within the scope of the Creator's employment by SCWA; or
  - b. through the Use of SCWA Resources, unless otherwise agreed in writing.
- 2. SCWA shall market, develop, protect, maintain, or enforce the Intellectual Property as it deems appropriate in its sole discretion.

#### E. Release and Waiver

- SCWA may, at the Creator's written request, release its ownership rights in Intellectual Property to the Creator(s).
- 2. For any Intellectual Property so released to a Creator, SCWA shall receive ten (10) percent of the net proceeds to the Creator, in recognition of the contribution of the SCWA to the support of the research that resulted in the Intellectual Property. For purposes of this subpart, "net proceeds" means income realized by the Creator from commercialization or other monetization of the Intellectual Property less reasonable costs incurred directly by the Creator for the evaluation, marketing, development, protection, maintenance, or enforcement of the subject Intellectual Property.

#### SUFFOLK COUNTY WATER AUTHORITY

#### POLICIES AND PROCEDURES

SUBJECT: REMOTE WORK FILE UNDER SECTION NO.: 1

(EXEMPT MANAGEMENT EMPLOYEES)

EFFECTIVE DATE: September 28, 2023 POLICY NO. 116

SUPERSEDES: February 23, 2023 APPROVED:

The Suffolk County Water Authority recognizes that the ability to work remotely at a location other than SCWA facilities or work sites for some of its EXEMPT management employees can be effective on a limited basis. Therefore, the Authority will implement the ability to work remotely for certain positions upon request and agreement of the manager and director of the employee. It is understood that all positions/employees will not be eligible for remote work.

Remote work is a cooperative arrangement between the employee, the department director and SCWA administration. SCWA must ensure that both the employee and SCWA will benefit from said arrangements. All remote work arrangements must receive prior approval from the employee's department director and SCWA's Chief Executive Officer or designee. A Remote Work Agreement must be fully executed and provided to Human Resources for inclusion in the employee's personnel file. Remote work arrangements do not change the terms and conditions of employment with the Authority. Management has the sole decision-making authority to continue this policy and to designate the positions/titles and employees who are able to effectively perform their job responsibilities remotely.

# Workspace and Expectation of Performance

To ensure that employee performance will not suffer by remote work arrangements, SCWA expects all employees working remote to:

- Identify their remote work location
- Choose a quiet and distraction-free working space
- Provide a reliable internet connection with speed that is adequate to perform the job
- Dedicate full attention to their job duties during working hours
- Adhere to all meal, breaks and attendance schedules agreed upon with their department manager and in compliance with NYS law
- Ensure work schedules coincide with those of their co-workers for as long as necessary to complete
  their job duties effectively. Work schedules must comply with other SCWA policies such as Flex
  Time policy of no more than 1 hour prior to or after the employee's normal work schedule).
- Keep track of work performed. Submit documentation to supervisor on a weekly basis.
- Be consistently reachable by all stakeholders (customers, supervisors, co-workers, etc.) in a timely manner
- Attend all in-person department and other SCWA meetings as required

Employees and managers must define work product goals and meet frequently to discuss progress and results. Remote work schedules will be determined by department management and may be amended whenever deemed necessary. A certain number of employees per department must remain on premise in order to ensure business continuity. This number will be determined by the department director.

#### Compliance with SCWA policies

SCWA employees working remote must follow all Authority policies and must clock in and out on the Authority's timekeeping system. Employees who are not upholding SCWA obligations, such as performance, conduct and accessibility are not eligible to work remotely. Remote work may be discontinued or suspended at any time at the discretion of the employee's department manager or SCWA administration.

#### Schedules and Time Worked

Remote work should be scheduled for full days and is limited to one (1) day of the employee's regular weekly work schedule. Schedules must be approved by the department manager in advance so that the operations of the Authority are not affected.

#### Equipment and Expenses

The employee will establish an appropriate work environment within the employee's home for work purposes. Suffolk County Water Authority will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. SCWA will provide a computer or laptop to each employee. Employees will be required to test this computer utilizing their personal Internet provider prior to starting a remote work schedule. If the Internet connection does not provide the required speed or connectivity, the ability to work remotely will not be approved. If an employee experiences an Internet or power outage during the remote workday and cannot continue working, the employee must return to the office or charge their accrued time for the remaining hours of the day. SCWA will not compensate employees for travel time. If an employee is required to return to the office, they employee must charge their accrued time for the commute.

SCWA will determine the equipment needs for each employee on a case-by-case basis with approval from their director. Equipment supplied by the SCWA is to be used for business purposes only. The employee may need to use personal devices and technological systems, such as telephones and Internet in order to work from home. SCWA will not provide such devices, and will not reimburse the employee for any use, wear and tear, or maintenance of any employee-owned devices or systems. Furthermore, SCWA will not reimburse any employee for Internet usage. Equipment supplied by the employee, if deemed appropriate will be maintained by the employee. SCWA accepts no responsibility for damage, repairs or any lost/missing personal data to employee-owned equipment. SCWA reserves the right to make determinations as to appropriate equipment, subject to change at any time.

SCWA has the right and discretion to audit employees' productivity from home. SCWA will utilize various methods and work monitoring tools/systems to track remote worker job activities.

#### **Dependent Care**

Remote work is not a substitute for full-time childcare or other dependent care responsibilities. If a child or dependent is present during scheduled work hours, the employee agrees to make arrangements for the care of the child or dependent. If a child or dependent is home ill, with department manager approval, the employee may provide limited care for that child or dependent while working remote or use accrued time/leave pursuant to the provisions set forth in SCWA policies.

#### Communication Expectations

Remote workers are expected to consistently remain accessible for communication to their department manager, supervisor, customers, co-workers, vendors, etc. at all times (excluding meal/break periods) during their work shift using various means of communication such as telephone, email, text and other communication tools made available to them.

#### **Exception to Policy**

This policy does not apply to requests for reasonable accommodation for employees who have a qualifying disability. Such requests are considered outside this policy in consultation with Human Resources.

# **Remote Work Agreement**

An employee participating in remote work must complete and execute a Remote Work Agreement and have it signed by management before commencing work. Agreements will last a maximum of <u>one year six (6) months</u> and will require renewal. It is the responsibility of the employee to renew the Agreement with the department director before the expiration date.



# POLICY 116 – REMOTE WORK AGREEMENT

#### **Employee Information**

Name:	Hir	e date:
Job title:		
Department:		
Remote Phone Number (to receive	e calls directly from office extension	on – to be set up by employee):
Home Phone Number:		
Cell Phone Number:		
This remote agreement will begin	and end on the following dates:	
Start date:	End date:	(MAX. 6-months1 year)
Temporary work location:		
Employee work schedule:		

# The employee agrees to the following conditions:

- Employee will remain accessible and productive during scheduled work hours.
- Employee will record all hours worked and meal periods taken in accordance with regular timekeeping practices.
- Employees will schedule and work remote for a full day.
- Employee must obtain manager approval prior to changing work hours or working unscheduled overtime hours.
- Employee will report to the employer's work location as necessary upon directive from the employee's supervisor. Commutation time will not be compensated.
- . Remote work is limited to one (1) day of the employee's regular weekly work schedule.
- Employee will communicate regularly with the employee's supervisor and co-workers. A weekly written report of activities must be submitted to the supervisor.
- Employee will comply with all Authority rules, policies, practices and instructions that would apply if the employee were working at the Authority's work location.
- Employee will maintain satisfactory performance standards.
- Employee will make arrangements for regular dependent care and understands that remote work
  is not a substitute for dependent care.
- Employee will maintain a safe and secure work environment at all times.
- Employee will allow the employer to have access to the remote location for purposes of assessing safety and security, upon reasonable notice by the Authority.
- Employee understands that all terms and conditions of employment with the company remain unchanged, except those specifically addressed in this agreement.
- Employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.
- Employees are responsible to renew this Agreement with the department director before the expiration date.

Suffolk County Water Authority will provide the following	g equipment:
The employee will provide the following equipment:	
<ul> <li>or damage to the manager immediately.</li> <li>Employee agrees to comply with SCWA's polici. The employee will be expected to ensure the prinformation accessible from their home offices.</li> <li>Any expenses incurred by the remote worker management using the expense report with at</li> </ul>	ee will not make any changes to security or ne employee understands that all tools and the property of SCWA at all times.  resources from theft or damage and to report theft es and expectations regarding information security. Totection of proprietary company and customer ust be approved in advance and submitted for trached receipts.  ment and documents within five days of the end of
Employee signature:	Date:
Manager signature:	Date
Deputy CEO signature:	Date:
Deputy CEO for Administration signature :	Date:
Information Technology signature:	Date:
Chief Executive Officer:or designee	Date:

# **Employment - Current Resolution of Board**

On motion made by Mr. Tripp, duly seconded by Mr. Kondenar, the following resolution was unanimously carried:

(299-09-95) WHEREAS, Jobs at the Authority are considered premium positions because of salary growth, fringe benefits, training, longevity, and excellent retirement benefits, and

WHEREAS, Since 1990, the Authority has opened these jobs to as many unrelated individuals as possible thereby providing opportunities to many families; now therefore be it

RESOLVED, That the Administration shall not hire individuals who are related to employees of the Authority through blood or marriage unless such individual has extraordinary and unique skills and talents required by the Authority that cannot be provided by other potential job applicants; and be it

FURTHER RESOLVED, That any such hiring (temporary or permanent, exclusive of interns) of a related individual with special skills shall only be approved by resolution of the Authority Members.

# <u>Due to changes in policies recognizing domestic partnerships, amend resolution as</u> follows:

WHEREAS, Jobs-Careers at the Authority are considered to be premium positions because of salary growth, fringe benefits, training, longevity, and excellent retirement benefits, and

WHEREAS, Since 1990, the Authority has opened these jobs to as many unrelated individuals as possible thereby providing opportunities to many families; now therefore be it

RESOLVED, That the Administration shall not hire individuals who are related to employees of the Authority through blood or marriage or domestic partnership unless such individual has extraordinary and unique skills and talents required by the Authority that cannot be provided by other potential job applicants; and be it

FURTHER RESOLVED, That any such hiring (temporary or permanent, exclusive of interns) of a related individual <u>indicated above</u> with special skills shall only be approved by resolution of the Authority Members.

#### SUFFOLK COUNTY WATER AUTHORITY

#### **POLICIES AND PROCEDURES**

SUBJECT: TUITION/CERTIFICATE/LICENSE

REIMBURSEMENT FILE UNDER SECTION NO.: 5

EFFECTIVE DATE: April 28, 2022September 28, 2023 POLICY NO.:

504

SUPERSEDES: October 29, 2020April 28, 2022 APPROVED:

#### **POLICY**

The Authority encourages its employees to continue their education to improve their current skills and knowledge so they can more effectively contribute to the Authority's overall goals and objectives. To that end, tuition reimbursement is available for those courses which will be of current or future value to the Authority, or that are part of a degree program that has been deemed to be of current or future value to the Authority. The Authority will also reimburse for courses leading to certificates or licenses which are directly related to the current job function or any position at the Authority.

<u>Management Employee Eligibility</u>: Regular, full-time, management employees with the exception of Central Pine Barrens staff members (and laboratory-union employees) actively employed by the Authority will be eligible for reimbursement under this program provided they have completed at least two months of service **prior** to the time the course(s) begins, and they have received all appropriate approvals **prior** to the time the course(s) begins.

<u>Union Employee Eligibility</u>: Regular, full-time, union employees (except laboratory employees) actively employed by the Authority will be eligible for reimbursement under this program provided they have completed at least two months of service **prior** to the time the course(s) begins, and they have received all appropriate approvals **prior** to the time the course(s) begins.

<u>Scope of Education Program</u>: The planned program of study should be one that will enhance the employee's effectiveness in their present position and in future possible work for the Authority. A program of selected job-related courses of study, or those courses required in the pursuit of an approved degree, certificate or license will qualify under this program.

The phrase "possible future work" means work in a position to which an employee could be promoted or transferred, based on the quality of work, experience, and education, both completed and proposed.

# **PROCEDURE**

Approval Procedure: An employee Employees who wishes to take advantage of this program should obtain a Tuition Reimbursement Form through the Employee Portal or the Human Resources Department. After completing the form, the employee must obtain the signature of his/her the respective department head, and the appropriate Deputy Chief Executive Officer and return the completed form to the Human Resources Department prior to commencing any planned course work. The employee will be advised if their planned course work has been approved for reimbursement under this plan within five business days.

#### **Management Employees**

Reimbursement of Education Costs for Job Related Education (any position at the Authority): An amount equal to 100% of the tuition and laboratory fees will be reimbursed to the employee if a grade of "C" or better is attained. This policy excludes registration fees, any other miscellaneous fees, costs of books, or transportation. Reimbursement will be limited to \$10,000 per calendar year and a maximum of 12 credit hours per semester for management employees. All courses must be related to the degree curriculum and be accredited toward the targeted major. All Colleges and Universities must be accredited. The appropriate Deputy Chief Executive Officer and the Chief Executive Officer must approve any exceptions to this course load limit in advance. Upon attainment of an advanced degree, the management employee's salary will be reviewed for an adjustment if warranted.

Reimbursement for Certificates and Licenses (Job Related - any position at the Authority): The Authority will reimburse Management employees for courses related to attaining a certificate or license which is directly related to their job function or a future position. An amount equal to 100% of the course, including one test fee, will be reimbursed to the employee upon presentation of a certificate of successful completion. Reimbursement will be limited to \$10,000 per year. Upon attainment of a professional license, the management employee's salary will be reviewed for an adjustment if warranted. Fees for attaining and renewing professional licenses and certifications directly related to the employee's current position will be reimbursed by the Authority. If the management employee voluntarily terminates his or her employment, (except for "just cause" terminations), any reimbursements made to the employee within the past twelve months must be reimbursed (pro-rata) to the Authority.

Reimbursement of Continuing Education Costs for Job Related Education: Additionally, the Authority understands that certain management employees hold certificates and licenses that are directly related to their job function and require continuing education credits. An amount equal to 100% of the course will be reimbursed to the employee upon presentation of a certificate of completion. Reimbursement will be limited to \$5,000 per year. This policy excludes registration fees, any other miscellaneous fees, costs of books, or transportation, unless otherwise approved by the appropriate Deputy Chief Executive, Chief Human Resources Officer or Chief Financial Officer.

Procedure for Reimbursement (Management Employees): Upon completion of course work, employees should submit all receipted bills and transcripts of grades to the Human Resources Department for processing. Employees must submit reimbursement requests immediately following the completion of the semester. It is not the intent of this policy to reimburse \$10,000 per calendar year regardless of when the courses were taken. All expenses incurred in a calendar year must be submitted and reimbursed within the same calendar year. If the management employee voluntarily terminates his or her employment, (except for "just cause" terminations), any reimbursements made to the employee within the past twelve months must be reimbursed (prorata) to the Authority.

#### Separation from SCWA Prior to Service Requirement Satisfaction

If the management employee voluntarily terminates employment, (except for "just cause" terminations), any reimbursements made to the employee within the past twelve months must be reimbursed (pro-rata) to the Authority.

# **Union Employees**

Reimbursement of Education Costs for Job Related Education (classes, courses or workshops) (any position at the Authority): An amount equal to 100% of the tuition and laboratory fees will be reimbursed to the employee if a grade of "C" or better is attained or presentation of a certificate of successful completion. This policy excludes registration fees, any other miscellaneous fees, costs of books, or transportation. Reimbursement will be limited to \$5,000 per employee for each half year for Union employees (except laboratory employees). All college courses must be related to the degree curriculum and be accredited toward the targeted major. All Colleges and Universities must be accredited. The appropriate Deputy Chief Executive Officer and the Chief Executive Officer must approve any exceptions in advance.

Procedure for Reimbursement (Union Employees): Upon completion of course work, employees should submit all receipted bills and transcripts of grades to the Human Resources Department for processing. In accordance with the Collective Bargaining Agreement, reimbursement is limited to \$5,000 each half year with a \$25,000 cap for all bargaining unit employees each half year. In June and December on a yearly basis, the Authority will review all requests for reimbursement and reimbursement amounts will be distributed equally among employees participating in the program up to the maximum amounts stated above.

If the union employee voluntarily terminates his or her employment, (except for "just cause" terminations), any reimbursements made to the employee within the past two years must be reimbursed (pro-rata) to the Authority.

#### Separation from SCWA Prior to Service Requirement Satisfaction

If the union employee voluntarily terminates employment, (except for "just cause" terminations), any reimbursements made to the employee within the past two (2) years must be reimbursed (pro-rata) to the Authority.

#### **ALL EMPLOYEES**

Assistance Under Other Programs: Employees receiving financial assistance under other programs such as programs providing financial education assistance in exchange for military service, are not eligible for dual coverage, but may be eligible for an amount equal to the maximums specified for tuition costs provided that the total reimbursement from all aid programs do not exceed 100% of the tuition and laboratory fees.

### Public Employees' Loan Forgiveness Program:

Some employees may qualify under The Public Service *Loan Forgiveness* (PSLF) Program which forgives the remaining balance on your Direct Loans after you have made 120 qualifying monthly payments under a qualifying repayment plan while working full-time for a qualifying employer. For more information, please visit: <a href="https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service">https://studentaid.ed.gov/sa/repay-loans/forgiveness-cancellation/public-service</a> or contact your student loan provider.

# MANAGEMENT EMPLOYEES (including Laboratory-Union employees) TUITION/CERTIFICATE/LICENSE REIMBURSEMENT FORM

This form must be completed and approved <u>prior</u> to commencing course study. For college tuition, a new form must be completed before each term or semester and approval is for one term or semester only. Job Related (any position at the Authority) Education is eligible for 100% reimbursement of tuition and laboratory fees. Reimbursement in accordance with the policy requires final grades of C on a letter scale A-F, P on a pass/fail scale or 70 on a numerical scale of 1-100. Completion of a certificate or license directly related to job function or a future position at the Authority will be reimbursed upon presentation of certificate of successful completion.

**SECTION I – EMPLOYEE** Name: \_\_\_\_\_ Request Date: \_\_\_\_\_ School: \_\_\_\_\_ Semester/Quarter: \_\_\_\_ Employee's Objective for enrolling in the following course(s): Course(s) Credit Hrs. I am entitled to receive or I have received financial assistance toward costs of these studies from Federal, State or other institutional sources. [] No [] Yes (please explain): EMPLOYEE'S SIGNATURE: **SECTION II – DEPARTMENT MANAGEMENT** To be completed by your immediate manager/director. Enrollment under this plan is approved for: APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_ Manager/Director Deputy CEO DATE: \_\_\_\_ APPROVED: \_\_\_\_\_ **SECTION III – HUMAN RESOURCES** Reviewed by Human Resources and accepted under the terms of the Tuition Reimbursement Plan. Chief Human Resources Officer Deputy CEO for Administration APPROVED: DATE: Chief Executive Officer

# MANAGEMENT EMPLOYEE TUITION/CERTIFICATE/LICENSE PAYMENT AGREEMENT

(Last)	(First)
DEPARTMENT/OFFICE:	SUPERVISOR/MANAGER/DIRECTOR
passing grade(s). I understand that the S for this expenditure, in accordance with Hu In consideration for said reimbursement	at this time, I hereby agree to repay the Suffolk County W ta) should I leave the employ of the Suffolk County Water Auth
However, I understand that if my employme that I will not be obligated to repay the am	ent is terminated involuntarily and said termination is not "for cau ount for which I have been reimbursed.

Please submit this form directly to Human Resources for processing.

#### UNION EMPLOYEES

(Excluding Laboratory Employees)

# TUITION/CERTIFICATE/LICENSE REIMBURSEMENT FORM

This form must be completed and approved <u>prior</u> to commencing course study. Job Related Education (any job at the Authority) is eligible to be reimbursed 100% for tuition and laboratory fees subject to the caps set forth below. Miscellaneous fees such as parking fees, graduation fees, books, transportation are not reimbursable.

For college tuition, a new form must be completed before each term or semester and approval is for one term or semester only. Reimbursement in accordance with the policy requires final grades of C on a letter scale A-F, P on a pass/fail scale or 70 on a numerical scale of 1-100. Completion of a certificate or workshop will be reimbursed upon presentation of certificate of successful completion.

There is a \$5,000 cap per union employee each half year with a maximum cap for all union employees of \$25,000 each half year. In June and December on an annual basis the Authority will review all requests for reimbursement and reimbursement amounts will be distributed equally among employees participating in the program.

If the employee leaves the employ of the Suffolk County Water Authority within 2 years of receiving tuition reimbursement, the amount must be reimbursed to the Authority on a pro-rata basis.

	SECTION	I – EMPLOYEE	
Name:		Request Date:	
School:		Semester/Quarter:	
1.	Course(s)		Credit Hrs.
	ective for enrolling in the course(s):		
institutional sou			nese studies from Federal, State or other
EMPLOYEE'S	SIGNATURE:		
	SECTION II – DEPA		
To be completed	d by your immediate manager/director.	Enrollment under this pl	an is approved.
APPROVED: _			DATE:
APPROVED: _	Manager/Director  Deputy CEO		DATE:
	Deputy CEO		
		HUMAN RESOURC terms of the Tuition Re	ES imbursement Plan established for union
employees. APPROVED: _		DATE	3:
_	Deputy CEO for Administration		
APPROVED: _	Chief Executive Officer	DATE	E:
	Chief Executive Officer		

# **UNION EMPLOYEES**

(Excluding Laboratory Employees)

# TUITION/CERTIFICATE/LICENSE REIMBURSEMENT REQUEST and AGREEMENT

(Last)	(First)
DEPARTMENT/OFFICE:	SUPERVISOR/MANAGER/DIRECTOR:
passing grade(s). I understand that the Suffor this expenditure, in accordance with the TI In consideration for said reimbursement at	olk County Water Authority is agreeable to reimbursing me now fuition Reimbursement Policy for Union Employees.  this time, I hereby agree to repay the Suffolk County Water should I leave the employ of the Suffolk County Water Authority
passing grade(s). I understand that the Suffor for this expenditure, in accordance with the TI In consideration for said reimbursement at Authority the above stated amount (pro-rata) at any time within two years from the date of	this time, I hereby agree to repay the Suffolk County Water should I leave the employ of the Suffolk County Water Authority reimbursement.  ent is terminated involuntarily and said termination is not "for