

## **AGENDA**

REGULAR MEETING ON OCTOBER 19, 2023

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

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

<https://us06web.zoom.us/j/83506830510>

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### **EXECUTIVE SESSION**

### **PUBLIC COMMENT**

### **MINUTES FOR APPROVAL**

1. Regular Meeting – September 28, 2023

### **CONTRACTS – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT**

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

- 2a. Contract 7737B – furnish and deliver complete hydrants, hydrant tops and parts (Group B, Items 26-28, 37, 38, 44, 45) during the one-year period beginning March 1, 2024 – extend with Mueller Co.
- 2b. Contract 7820 – drilling of wells and test borings (Zone A) during the one-year period beginning March 1, 2024 – extend with Delta Well & Pump Co, Inc.
- 2c. Contract 7829 – establishment of turf at various Authority-owned properties, during the one-year period beginning March 1, 2024 – extend with Ironwood Industries.
- 2d. Contract 7905 – furnish and deliver meter box covers during the one-year period beginning February 1, 2024 – extend with General Foundries.
- 2e. Contract 7909A – general construction of water mains, large services and appurtenances (Group I) during the one-year period beginning February 1, 2024 – extend with Roadwork Construction Corp.
- 2f. Contract 7910C – replacement of asphalt and bituminous shoulders on state, county, town highways (Group III) during the one-year period beginning March 1, 2024 – extend with CAC Contracting Corp.
- 2g. Contract 7911A – replacement of concrete and bituminous patches, concrete curb and concrete sidewalk restoration on state, county, town highways (Group I) during the one-year period beginning March 1, 2024 – extend with LLL Industries Inc.
- 2h. Contract 7919 – cleaning services for SCWA buildings during the one-year period beginning March 1, 2024 – extend with Professional Cleaning People, Inc.

- 2i. Contract 7926 – furnish and deliver service boxes during the one-year period beginning March 1, 2024 – extend with General Foundries Inc.
- 2j. Contract 7931 – furnishing, delivery and erection of new chain link fence and miscellaneous work during the one-year period beginning March 1, 2024 – extend with Residential Fences Corp., Inc.

#### CONTRACTS – AWARD/REJECT

- 3a. Contract 7988 -painting, minor maintenance and repairs of elevated tanks, standpipes, reservoirs and pressure vessels during the one-year period beginning September 1, 2023.
- 3b. Contract 8003- installation of new private water service lines and services taps (Groups I & II), Manorville, during the one-year period beginning December 1, 2023.

#### GENERAL

##### 4. Banking

- 4a. First National Bank of Long Island  
Authorize Christopher Cecchetto and Stephanie Hannan as authorized signatories for all bank accounts at First National Bank of Long Island (FNBLI) and grant approval to close accounts at FNBLI.

##### 5. DEC – Applications

- 5a. Deerfield Road Wells Nos. 1 and 1 Capacity Upgrade, Noyac, T/O Southampton

##### 6. Equipment

- 6a. Fuel Oil Transmitters and Probes.  
Accept the quote of Walters West End Supply of Lindenhurst, NY to furnish and deliver nine (9) fuel level transmitters for remote monitoring of diesel fuel tank levels at pump station generators at a price of \$2,450 per unit.

##### 7. Special Services

- 7a. RFP 1613 – Automated Vehicle Location and Monitoring System (AVLM)  
Accept proposal of IntelliShift of Commack, NY to provide an automated vehicle location and monitoring system (AVLM) during the 3-year period beginning January 1, 2024 at a cost of \$256,230.
- 7b. Success Factors – EIPUSE Change Order #5  
Authorize payment of change order #5 with EIPUSE America Inc. covering extension of the SAP Success Factors project and payment of services rendered through October 31, 2023. In the amount of \$423,351.

- 7c. RFP No. 1507 – Printing Imaging Mailing and Electronic Bill Presentation and Payment of Billing Statements  
Authorize extension of RFP 1507 under Amendment No. 3 for printing imaging mailing and electronic bill presentment and payment of billing statements with KUBRA Data Transfer Ltd. for a 3-year period beginning December 1, 2023, in the estimated annual amount of \$1,051,264 (holding current service rates - this cost includes postage and credit card fees).
- 7d. ATS Repairs – Country Club Drive and Woodchuck Hollow Road  
Accept lowest quote received from ASCO Power Services Inc of Florham Park, NJ to perform repairs of Automatic Transfer Switches (ATS) at Country Club Drive and Woodchuck Hollow Road, in the amount of \$11,290.26.
8. Personnel – Benefits
- 8a. Dental Insurance  
Authorize entering into an agreement with MetLife to provide dental insurance to employees and retirees for a one-year period beginning January 1, 2024 at an estimated annual cost of \$958,728.72.
9. Meetings, Trainings, Seminars
- 9a. AMWA Conference -  
Authorize the attendance of Jeffrey Szabo at the AMWA Executive Management Conference in San Diego, CA from October 20 through October 24, 2023 at an estimated total cost of \$2881.40.
- 9b. SAP BC401 – ABAP Objects Training  
Authorize Patrick Fields and Keath Otis to attend virtual training on SAP BC401-ABAP Objects from November 27, 2023 through December 1, 2023 at a total cost for two (2) of \$8,670.
- 9c. SAP BC401 – ABAP Objects Training  
Authorize Ron Kulman and Alex Behrhof to attend virtual training on SAP BC401-ABAP Objects from January 29, 2024 through February 2, 2024 at a total cost for two (2) of \$8,670.
10. Main Extensions
- 10a. South River Road Water Main Extension  
Declare the South River Road Water Main Extension Project to be a Type II action under SEQRA and authorize the CEO to execute any and all documents related to the EFC grant.

11. Water Supply Systems

- 11a. Water Authority of North Shore – Terminate Cooperative Agreement  
 Authorize CEO to provide written notice to WANS of intent to terminate cooperative agreement effective upon 90<sup>th</sup> day after delivery of notice.
- 11b. West Neck, Shelter Island – Wasted Water Credit  
 Authorize a 30-day grace period for customers with service line leaks to obtain repairs; if repairs are not made within 30-days the customers will be responsible for entire wasted water amount.

INVOICES - To be paid from the Operating Fund:

11a.	<u>Dvirka &amp; Bartilucco</u>	\$38,048.25
11b.	<u>Heslin Rothenberg Farley &amp; Mesiti</u>	\$400.00
11c.	<u>Miller Makris Plousadia &amp; Seiden</u>	\$1,590.00

NEXT MEETING – Scheduled for Thursday, November 16, 2023 at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

Regular Board Meeting  
Suffolk County Water Authority  
September 28, 2023 at 3:00 p.m.  
4060 Sunrise Highway, Oakdale  
and Virtually via Zoom

**Attendance**

**Present:**

Members: Charles Lefkowitz, Chairman  
Tim Bishop, Secretary (virtual)  
Elizabeth Mercado, Member  
Jacqueline Gordon, Member  
John M. Porchia, Member  
Jeffrey W. Szabo, Chief Executive Officer

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

Ray Festa and Alan Foley of DC 9 and Barbara Yatauro of Local 393 were also present.

Chairman Lefkowitz called the meeting to order at 3:00 p.m. He noted that all members were present with Mr. Bishop participating virtually via Zoom. He noted several highlights of the past month including the AOP systems in Northport, the groundbreaking of the Manorville main installation, and our recent customer service survey showing that 73% of our customers are very satisfied with the service SCWA provides. The Chairman thanked the 600 hardworking employees who provide excellent customer service to 1.2 million residents of Suffolk County.

Mr. Szabo asked if there were anyone present or virtual who wished to provide public comment. Mr. Ray Festa and Mr. Alan Foley of DC 9 spoke about their apprenticeship program for painters with regard to the awarding of the contract for maintenance of tanks and

vessels. They provided to the legal department a report from the Department of Labor listing active sponsors and noting ABC's status. Mr. Szabo thanked them for the information.

Mr. Szabo then reviewed the montly reports submitted for the board's review.

(393-09-2023) Mr. Lefkowitz presented the minutes of the regular board meeting of August 24, 2023, and on motion made by Mr. Porchia, duly seconded by Mr. Bishop. with Ms. Mercado and Ms. Gordon abstaining, the minutes of the regular board meeting on July 31, 2023 were approved.

Mr. Szabo presented the contracts to be considered for extensions. Items 2a through 2k were approved on consent with ne resolution on motion by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried.

(394-09-2023) RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7792A for the supply and maintenance of pumps, miscellaneous equipment (Zone A-West) with A.C. Schultes Inc.

RESOLVED, To extend for a six-month period beginning February 1, 2024, Contract 7864 to furnish and deliver thermoplastic, fiberglass reinforced concrete polymer and concrete meter vaults with Alessio Pipe & Construction Co.

RESOLVED, To extend for a one-year period beginning January 1, 2024, Contract 7901B to furnish and deliver "no lead" brass/bronze fittings for underground service lines (Groups I, IV-VII, IX and X) with T. Mina Supply.

RESOLVED, To extend for a one-year period beginning January 1, 2024, Contract 7908 for miscellaneous concrete construction work with Christy Concrete Corp.

RESOLVED, To extend for a one-year period beginning February 1, 2024, Contract 7909B for general construction of water mains, large services and appurtenances (Group II) with Bancker Construction Corp.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7910A for replacement of asphalt and bituminous shoulders on state, county, town highways (Group I) with LLL Industries, Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7910B for replacement of asphalt and bituminous shoulders on state, county, town highways (Group II) with Rosemar Contracting Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7911C for replacement of concrete and bituminous patches, concrete curbs and concrete sidewalk restorations on state, county, town highways (Group III) with Aventura Construction Corp.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7923 to furnish and deliver liquid blended phosphates with Shannon Chemical Corp.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7927A for electric motor repair (Zone A) with D&D Electric Motors and Compressors Inc.

RESOLVED, To extend for a one-year period beginning March 1, 2024, Contract 7928A to 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) with Conserve Lighting.

Mr. Szabo then referred to Contracts 7989 and 7991 through 7996, he recommended that they be awarded or rejected in accordance with the letters of recommendation.

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

(395-09-2023) RESOLVED, That the low bid under Contract 7989 for construction of a 20"x10" diameter Well (No. 2A) approximately 825 feet deep at the Church Street well field in Bohemia, submitted by Layne Christensen Co. of Los Angeles, CA, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Nine Hundred Twenty-six Thousand Two Hundred Ten Dollars (\$926,210), 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 motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(396-09-2023) RESOLVED, That the low bid under Contract 7991 to furnish and deliver pre-cast concrete vaults set-in-place during the one-year period beginning January 1, 2024, submitted by Roman Stone Construction Co. of Bay Shore, NY, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Seventy-six Thousand Two Hundred Thirty-seven Dollars (\$76,237), 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 motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(397-09-2023) RESOLVED, That the low bid under Contract 7992 to furnish and install one ZT15-150 oil-free rotary tooth compressor at the Laboratory in Hauppauge, submitted by John Iacono Inc. of Bohemia, NY, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Fifty-four Thousand Five Hundred Twenty-five Dollars (\$54,525), 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 motion made by Mr. Porchia, duly seconded by Ms. Mercado, and unanimously carried, it was

(398-09-2023) RESOLVED, That the low bid under Contract 7993 to supply resin and related services during the one-year period beginning October 1, 2023, submitted by Carbon Activated Corp. of Blasdell, NY, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Two Hundred Six Thousand Two Hundred Fifty Dollars (\$206,250), 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 motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(399-09-2023) RESOLVED, That the low bid under Contract 7994 for the maintenance of Atlas Copco compressors at the Laboratory in Hauppauge during the one-year period beginning February 1, 2024, submitted by John Iacono Inc. of Bohemia, NY, on a unit price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total cost of Ten Thousand Nine Hundred Forty Dollars (\$10,940), 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 motion made by Mr. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(400-09-2023) RESOLVED, That the low bid under Contract 7995 to furnish and deliver replacement parts for Boss Compressor and Auto Crane during the one-year period beginning November 1, 2023, submitted by Dejana Truck & Utility Equipment Co. Inc. of New York, NY, on a discount percentage basis, be and hereby is accepted; and be it

FURTHER RESOLVED, That the low bid under Contract 7995 to furnish and deliver replacement parts for Western Snowplows during the one-year period beginning November 1, 2023, submitted by Trius, Inc. of Bohemia, NY, on a discount percentage basis, be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

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

(401-09-2023) RESOLVED, To reject the single bid under Contract 7996 for construction of a 20" x 10"-diameter Well (No. 1A), approximately 800 feet deep at the North Country Road well field in Miller Place, NY, submitted by A.C. Schultes, Inc. of Woodbury Heights, NJ; this contract will be rebid.

Mr. Szabo then referenced a memo from the Director of Risk Management regarding an insurance renewal. On motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried, it was

(402-09-2023) RESOLVED, To approve the renewal of the environmental insurance policy for the SCWA fueling truck for the purpose of spill coverage and extend same to April 1, 2025 at a cost of Eight Thousand One Hundred Ninety-six and 25/100 Dollars (\$8,196.25).

The Members reviewed a request for continuaton of an easement originally approved in 1997 but which was never recorded. On motion made by Ms. Gordon, duly seconded by Ms. Mercado, the following resolution was unanimously carried:

(403-09-2023) WHEREAS, Douglas Naughton has requested the Authority grant an easement southerly of the well field and pump station located at Old Schoolhouse Road, Manorville for his property which is currently land-locked; and

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

RESOLVED, To grant an easement to Douglas Naughton for ingress and egress purposes and an easement for utilities located at O S Sunrise Highway in Center Moriches, New York (SCTM 0200-677.00-02.00-022.002) for the amount of Three Thousand Five Hundred Dollars (\$3,500); and that any Member or the Chief Executive Officer be and hereby is authorized to execute this easement agreement on behalf of the Authority.

The Members then considered applications to the New York State Department of Environmental Conservation (DEC). On motion made by Mr. Porchia, duly seconded by Ms. Gordon, and unanimously carried it was

(404-09-2023) 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.

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

(405-09-2023) RESOLVED, To construct Well No. 4 at the Blank Lane Well Field, 5.2-acre site, located on the east side of Blank Lane, 4,794' 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.

Mr. Szabo presented requests regarding equipment. After further discussion of each and on motion made by Mr. Porchia, duly seconded by Ms. Gordon and unanimously carried, it was

(406-09-2023) RESOLVED, To 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 Four Hundred Two Thousand Three Hundred Sixty-nine and 15/100 Dollars (\$402,369.15).

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

(407-09-2023) RESOLVED, To 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 the lowest quote received of OnePointe Solutions LLC of Elgin, TX in the amount of Sixty Thousand Six Hundred Eleven Dollars (\$60,611).

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

(408-09-2023) RESOLVED, To approve the purchase of two (2) subframes to be used as part of required maintenance on Authority vehicles from the lowest quote received of Brand FX Body Company of Syracuse, NY, in the amount of Four Thousand Two Hundred Fifty-two Dollars (\$4,252) plus associated freight costs.

The Members then reviewed several requests regarding special services agreements. After further explanation of each, and on motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was

(409-09-2023) RESOLVED, To 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 Twenty-four Thousand One Hundred Eighty-seven and 50/100 Dollars (\$24,187.50); and that any 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 motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(410-09-2023) RESOLVED, To authorize the purchase of a three-year extension effective June 1, 2023, with BidNetDirect of Latham, NY, to provide an online bidder platform in the total amount of Twenty-four Thousand Five Hundred Eleven Dollars (\$24,511); 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 Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(411-09-2023) RESOLVED, To 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 Fifty-one Thousand Eight Hundred Forty Dollars (\$51,840); 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 an item for consideration relating to meetings, training and seminar attendance. On a motion made by Mr. Bishop, duly seconded by Mr. Porchia, and unanimously carried, it was;

(412-09-2023) RESOLVED, To approve the attendance of Polly Weigand, Science and Stewardship Manager of the Central Pine Barrens Commission 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 total amount of Two Thousand Two Hundred Eight Dollars (\$2,208).

The Members reviewed a standard workday and reporting resolution for Chairman Lefkowitz. On motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(413-09-2023) RESOLVED, To approve the schedule of time worked from May 2, 2023 through September 1, 2023 for Chairman Charles Lefkowitz, for the purpose of retirement reporting; and approve and post the reporting resolution to the Authority's website for 30 days; and thereafter file the resolution with the NYS Retirement System.

The Members reviewed the recommendations of the Governance Committee with regard to several personnel policies. On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(414-09-2023) RESOLVED, To approve the revisions to policies included in Sections 6 through 9 of the SCWA Policies and Procedures Manual.

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

(415-09-2023) RESOLVED, To approve the revision to Policy 116-Remote Work of the SCWA Policies and Procedures Manual.

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

(416-09-2023) RESOLVED, To amend Resolution 299-09-1995 as follows:

WHEREAS Careers at the Authority are considered to be premium 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 indicated above with special skills shall only be approved by resolution of the Authority Members.

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

(417-09-2023) RESOLVED, To approve the revision to Policy 504-Tuition Reimbursement of the SCWA Policies and Procedures Manual.

The Members then reviewed the invoices for payment. On a motion made by Mr. Bishop, duly seconded by Mr. Porchia and unanimously carried, it was;

(418-09-2023) RESOLVED, To approve the following invoices be paid from the Operating Fund:

Bond, Schoeneck & King PLLC	\$867.00
Dvirka & Bartilucci	\$67,525.75
Helsin, Rothenberg, Farley & Mesiti	\$400.00
KPMG	\$15,310.00
Long Island Association	\$1,600.00

The next meeting of the board members was scheduled for October 19, 2023 at 3:00 p.m. There was no new business or public comment. At 3:40 p.m, on a motion by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(419-09-2023) RESOLVED, That the Members 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 Ms. Gordon, and unanimously carried, it was

(420-09-2023) RESOLVED, To confirm the termination of employment of Michael Zarro, Utility Person.

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

(421-09-2023) RESOLVED, To confirm the termination of employment of Timothy Goodfield, Clerk.

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

(422-09-2023) RESOLVED, To confirm the termination of employment of Claudia Bamonte, Call Center Supervisor.

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

(423-09-2023) RESOLVED, To employ Marsha Yancey of Wheatley Heights, NY in the position of Clerk in the Call Center at an hourly rate of \$37.02; to be effective upon successful completion of pre-employment physical and background check.

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

(424-09-2023) RESOLVED, To employ Kristy Scannell of Nesconset, NY in the position of Clerk in the Call Center at an hourly rate of \$25.84; to be effective upon successful completion of pre-employment physical and background check.

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

(425-09-2023) RESOLVED, To employ Dean Argenti of Aquebogue, NY in the position of Garage Mechanic B in Transportation/Fleet Services at an hourly rate of \$44.49; to be effective upon successful completion of pre-employment physical and background check.

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

(426-09-2023) RESOLVED, To employ Brenden Kelly of Deer Park, NY in the position of Utility Person in Westhampton at an hourly rate of \$35.53; to be effective upon successful completion of pre-employment physical and background check.

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

(427-09-2023) RESOLVED, To employ Corrine Giaquinto of Lindenhurst, NY in the position of Clerk in the Call Center at an hourly rate of \$37.02; to be effective upon successful completion of pre-employment physical and background check.

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

(428-09-2023) RESOLVED, To employ Zachary Neville of Brentwood, NY in the position of Field Operator in East Hampton at an hourly rate of \$43.41; to be effective upon successful completion of pre-employment physical and background check.

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

(429-09-2023) RESOLVED, To employ David Corvino as Construction-Maintenance Field Supervisor at an annual salary of Ninety-five Thousand Dollars (\$95,000), effective upon successful completion of pre-employment physical and background check.

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

(430-09-2023) RESOLVED, To employ Patrick Derenze of Patchogue, NY as Assistant to the CEO/Secretary to the Board at an annual salary of Eighty Thousand Dollars (\$80,000); effective upon successful completion of a pre-employment physical and background check.

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

(431-09-2023) RESOLVED, To employ Joseph Corigliano of Massapequa Park, NY in the position of Risk Manager at an annual salary of \$110,000 with 3 weeks' vacation, effective upon successful completion of pre-employment physical and background check.

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

(432-09-2023) RESOLVED, To employ William Reitz of Greenlawn, NY in the position of Pipeline Inspector in Construction-Maintenance at an annual salary of Sixty-five Thousand Dollars (\$65,000), effective upon successful completion of pre-employment physical and background check.

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

(433-09-2023) RESOLVED, To promote Gina Byrne of Lindenhurst, NY to the position of Contact Center Supervisor at an annual salary of Eighty-five Thousand Dollars (\$85,000) with 3 weeks' vacation; to be effective upon her resignation from the Union.

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

(434-09-2023) RESOLVED, To employ Errol Toulon III of Lake Grove, NY in the position of Pipeline Inspector in Construction-Maintenance at an annual salary of Sixty-five Thousand

Dollars (\$65,000) effective upon successful completion of pre-employment physical and background check.

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Timothy Bishop  
Secretary

DRAFT

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 11, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7737B – Furnish & Deliver Complete Hydrants, Hydrant Tops & Parts  
Group B (Items# 26-28, 37-38; 44-45)  
March 1, 2024 to February 28, 2025  
**EXTEND:** Mueller Co., 1 Year

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Mueller Co., by way of the attached letter, has agreed to extend the subject contract for a fourth year, representing the first of two possible one-year extensions.

Original contract award for Group B (Items# 26-28, 37-38; 44-45), January 2021, was to Mueller Co. in the amount of \$50,398.

As of October 6, 2023, Mueller Co. has been paid a total of \$351,658 under this contract.

Mueller Co. currently holds three (3) additional contracts:

Contract No. 7907 – Furnish & Deliver Wide Range Couplings and Flanged Adapters expires December 2024, awarded January 2021 amount: \$147,109. Contract spend to date: \$6,629,283.

Contract No. 7942 – Furnish & Deliver Stainless Steel Tapping Sleeves (With M/J Outlet), expires April 2024, awarded May 2023 amount: \$154,385. Contract spend to date: \$0.

Contract No. 7967 – Furnish & Deliver "No Lead" Meter Settings (Line Items: 4, 8, 11 and 15), expires August 2024, awarded September 2023 amount: \$40,908. Contract spend to date: \$0.

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

Construction Maintenance recommends granting the one-year contract extension to Mueller Co.

Reviewed by:

J. Pokorny, Deputy, CEO Operations

B. Warner, Director of Construction Maintenance

✓  
✓

Purchasing Clerk: C. Congiusta

Purchasing Manager: J. Deubel

Attachments: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 19, 2023

Mueller Co. LLC  
500 W. Eldorado St.  
Decatur, IL 62521

Re: Contract No. 7737B – Furnish & Deliver Complete Hydrants, Hydrant Tops & Parts – Group B (Items 26-28, 37-38 & 44-45) & Group C - March 1, 2021 to February 29, 2024 (3 Year Term)

Extension of Contract – March 1, 2024 to 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 [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

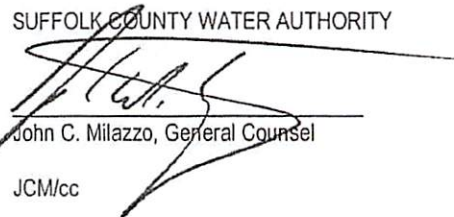
Please respond by October 18, 2023.

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

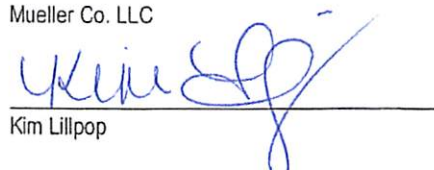
  
John C. Milazzo, General Counsel

JCM/cc

[klillpop@muellerwp.com](mailto:klillpop@muellerwp.com)

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

Mueller Co. LLC

  
Kim Lillpop

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 10, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7820 - Drilling of Wells and Test Boring - Zone A  
**EXTENSION:** Delta Well & Pump Co., Inc. - Last Option Year - March 1, 2024 to February 28, 2025

---

Delta Well & Pump Co., Inc. by way of the attached letter, has agreed to extend the subject contract for a third year representing the last of two possible one-year extensions.

Original contract award, February 2022, in the total estimated amount of \$2,027,040.

As of September 21, 2023, no expenditures have been paid to Delta Well & Pump Co. under the subject contract. Since the commencement of this contract, the drilling of wells and test borings in Zone A have not been required. Engineering does not know when this contracted service would be needed, but a contract must be in place to address any requirements when they arise.

Delta Well & Pump Co., Inc. currently holds one (1) additional contract.

Contract No. 7745B – Reconditioning and/or Redevelopment Work of Wells, Zone B – East of William Floyd Parkway awarded January 2021, in the amount of \$269,078, expires February 2024. As of September 21, 2023, Delta Well & Pump Co. has been paid approximately \$247,467, under this contract. In the first contract year, March 1, 2021 to February 28, 2022 no expenditures were paid to Delta Well & Pump, under this contract. In the second year, March 1, 2022 to February 28, 2023 approximately \$147,670 was paid to Delta Well & Pump, under this contract. In the current contract year, March 1, 2023 to September 21, 2023 approximately \$99,797 has been paid to Delta Well & Pump, under this contract.

Delta's performance on similar contracts in the past has been satisfactory.

Engineering recommends granting the final one-year extension to Delta.

Reviewed by:

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

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

Attachments: 1 memo



Office of Financial Services  
Purchasing Department

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

September 11, 2023

Delta Well and Pump Co., Inc.  
97 Union Avenue  
Ronkonkoma, NY 11779

Re: Contract No. 7820 – Drilling of Wells and Test Borings throughout Suffolk County, NY – Zone A West of William Floyd Parkway  
April 1, 2022 to February 28, 2023

Extension of Contract: April 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.

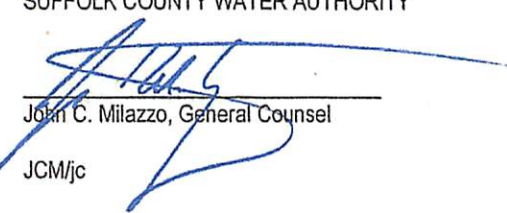
Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

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

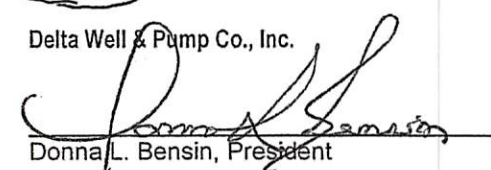
  
John C. Milazzo, General Counsel

JCM/jc

[delta@deltawell.com](mailto:delta@deltawell.com)

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

Delta Well & Pump Co., Inc.

  
Donna L. Bensin, President

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 11, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7829 - Establishment of Turf at Various Authority Owned Properties  
**EXTENSION:** Ironwood Industries, Inc. - Last Option Year - March 1, 2024 to February 28, 2025

---

Ironwood Industries, Inc. by way of the attached letter, has agreed to extend the subject contract for a third year representing the last of two possible one-year extensions.

Original contract award, March 2022, in the total estimated amount of \$159,110.

As of September 21, 2023, \$267,468 has been paid to Ironwood Industries under the subject contract. In the first contract year, March 1, 2022 to February 28, 2023 approximately \$173,977 was paid to Ironwood Industries, Inc., under this contract. In the current contract year, March 1, 2023 to September 22, 2023 approximately \$93,492 has been paid to Ironwood Industries, Inc., under this contract.

Ironwood Industries, Inc. currently holds no additional contracts.

Ironwood performance on the above referenced contract is satisfactory.

Engineering recommends granting the final one-year extension to Ironwood.

Reviewed by:

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

/

/

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

Attachments: 1 memo



Office of Financial Services  
Purchasing Department

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

September 19, 2023

Ironwood Industries Inc.  
118 New York Avenue  
Smithtown, NY 11787

Re: Contract No. 7829 – Turf Establishment at Various Authority-Owned Properties – March 1, 2023 to February 29, 2024

Extension of Contract – March 1, 2024 to 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 [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

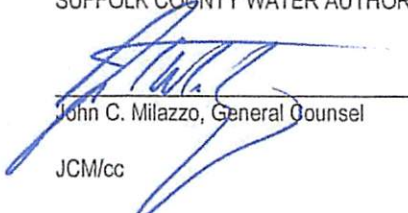
Please respond by October 18, 2023.

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

[Emag567@gmail.com](mailto:Emag567@gmail.com)

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

Ironwood Industries Inc.

  
Cody Diggins

## INTEROFFICE CORRESPONDENCE

Attachment: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 13, 2023

General Foundries Inc.  
1 Progress Rd,  
North Brunswick Township, NJ 08902

Re: Contract No. 7905 – Furnish and Deliver Meter Box Covers – 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 **circling yes or no** and signing the bottom of this letter and returning a copy to me.

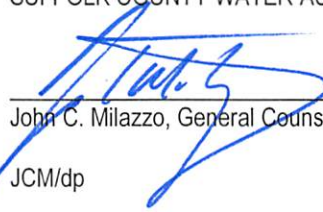
Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, **you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).**

**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

  
John C. Milazzo, General Counsel

JCM/dp

[ajayn@generalfoundries.com](mailto:ajayn@generalfoundries.com)

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

General Foundries Inc.

  
Ajay Narang, Vice President

## INTEROFFICE CORRESPONDENCE

Attachment: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 13, 2023

Roadwork Construction Corp.  
P.O. Box 398  
Calverton, NY 11933

Re: Contract No. 7909A - General Construction of Water Mains, Large Services and Appurtenances - Group I -  
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 circling yes or no and signing the bottom of this letter and returning a copy to me.

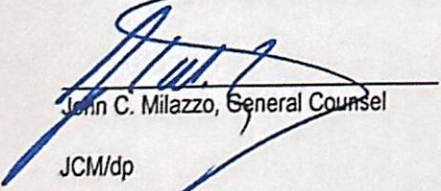
Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

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

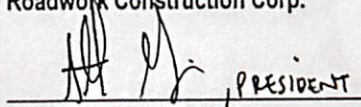
  
John C. Milazzo, General Counsel

JCM/dp

[roadwork@optonline.net](mailto:roadwork@optonline.net)

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

Roadwork Construction Corp.

  
Stephen Grimes, President

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 10, 2023

**TO:** Chairman/Board Members

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

**SUBJECT:** Contract No. 7910C - Replacement of Asphalt & Bituminous Shoulders on State, County, Town  
Highways - Group III  
March 1, 2024 to February 28, 2025

**EXTEND:** CAC Contracting Corporation, 1 Year

---

CAC Contracting Corporation, 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 III, January 2023, was to CAC Contracting Corporation, in the amount of \$1,465,735. As of October 4, 2023, CAC Contracting Corporation, has been paid a total of \$1,970,680 under this contract.

CAC currently holds one (1) additional Authority contract:

Contract No. 7740B – Construction of Asphalt Driveways, Paved Yard Areas & Walkways, expires January 2024, original contract amount: \$286,080. As of October 4, 2023, \$231,128 has been paid under this contract.

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

Construction Maintenance recommends granting the one-year contract extension to CAC Contracting Corporation.

Reviewed by:

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

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

Attachment: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 11, 2023

CAC Contracting Corp  
P.O. Box 48  
Matlucuk NY 11952

Re: Contract No. 7910C – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways – Hot Plant Mix  
Asphaltic Concrete – Group III - 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](mailto: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

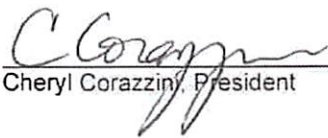
  
John C. Milazzo, General Counsel

JCM/jc

[cac@caccontracting.com](mailto:cac@caccontracting.com)

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

CAC Contracting Corp.

  
Cheryl Corazzini, President

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 6, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7911A - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village 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 \$4,929,970. As of October 4, 2023, LLL Industries Inc. has been paid a total of \$3,484,641 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 October 4, 2023, \$472,712 has been paid under this contract.

Contract No. 7910A – Replacement of Asphalt & Bituminous Shoulders on State, County, Town Highways - Group I, expires February 2025, original contract amount: \$2,163,070. As of October 4, 2023, \$1,189,752 has been paid under this contract.

LLL Industries' 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: C. Congiusta  
Purchasing Manager: J. Deubel

Attachment: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 13, 2023

LLL Industries Inc,  
19B Stiriz Road  
Brookhaven, NY 11719

Re: Contract No. 7911A – 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 [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

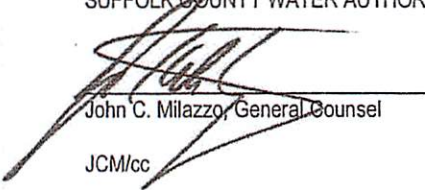
Please respond by October 13, 2023.

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

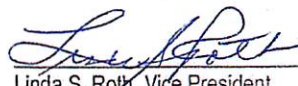
  
John C. Milazzo, General Counsel

JCM/cc

[lllindustries@aol.com](mailto:lllindustries@aol.com)

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

LLL Industries Inc.

  
Linda S. Roth, Vice President

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 11, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7919 - Cleaning Services for Suffolk County Water Authority Buildings  
March 1, 2024 - February 28, 2025  
**EXTEND:** Professional Cleaning People Inc., 1 Year

---

Professional Cleaning People 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 Professional Cleaning People Inc., in the amount of \$323,240.

As of October 6, 2023, there has been \$163,953 paid under this contract.

Professional Cleaning People Inc. currently holds no additional contracts with the Authority.

**Professional Cleaning People Inc.'s performance on the above referenced contract is satisfactory.**

Facilities recommends granting the one-year contract extension to Professional Cleaning People Inc.

Reviewed by:

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

/

/

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

Attachment: 1 memo



Office of Financial Services  
Purchasing Department

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

October 3, 2023

Professional Cleaning People, Inc.  
1270 Smithtown Avenue  
Bohemia, NY 11716

Re: Contract No. 7919 – Cleaning Services for Suffolk County Water Authority Buildings, March 1, 2023 to February 29, 2024.

**Extension of Contract – March 1, 2024 to 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 [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).


Please respond by October 23, 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

[fcommisso@e-proclean.com](mailto:fcommisso@e-proclean.com)

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

Professional Cleaning People, Inc.

  
Frank Commisso, President

## INTEROFFICE CORRESPONDENCE

Attachment: 1 Memo



Office of Financial Services  
Purchasing Department

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

September 11, 2023

General Foundries Inc.  
1 Progress Road  
North Brunswick, NJ 08902

Re: Contract No. 7926 – Furnishing & Delivery of Service Boxes  
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.

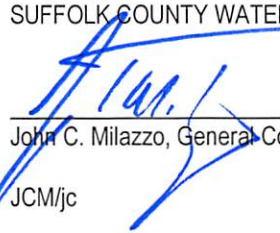
Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, **you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).**

**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

[ajayn@generalfoundries.com](mailto:ajayn@generalfoundries.com)

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

General Foundries Inc.

  
Ajay Narang, Vice President

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 17, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7931 – Furnishing, Delivery & Erection of New Chain Link Fence & Miscellaneous Work  
**EXTENSION:** Residential Fences Corp., Inc.- March 1, 2024 to February 28, 2025

---

Residential Fences Corp., Inc. 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, February 2023, in the total estimated amount of \$194,325.

As of September 29, 2023, approximately \$25,985 has been paid to Residential Fences Corp. under the subject contract.

Residential Fences Corp., Inc. currently holds no additional contract.

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

Engineering department recommends granting the final one-year contract extension to RFC.

Reviewed by:

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

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

Attachments: 1 memo



Office of Financial Services  
Purchasing Department

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

September 13, 2023

Residential Fences Corp.  
1775 RT 25  
Ridge, NY 11961

Re: Contract No. 7931 - Furnishing, Delivery & Erection of New Chain Link Fence & Miscellaneous Work –  
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.

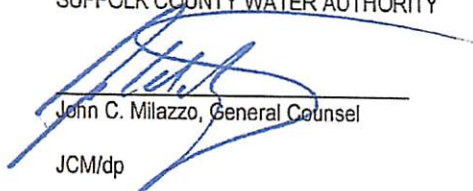
Please return this form to: Suffolk County Water Authority, Attn: Purchasing, P.O. Box 38, Oakdale, NY 11769-0901, you can also email a copy of the form to [John.Deubel@scwa.com](mailto:John.Deubel@scwa.com).

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

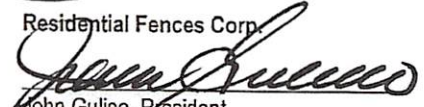
  
John C. Milazzo, General Counsel

JCM/dp

[johnq@rfcfence.com](mailto:johnq@rfcfence.com)

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

Residential Fences Corp.

  
John Gulino, President

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** October 17, 2023  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 7988 - Painting, Minor Maintenance and Repairs of Elevated Tanks, Standpipes, Reservoirs and Pressure Vessels  
September 1, 2023 - August 31, 2024  
**AWARD:** JPI Painting, Inc - \$421,500

---

**Opened:** August 9, 2023 **Published:** July 17, 2023

**No of Bids Received:** 2 **Documents Sent:** 9

**Bid Ranges:** \$391,750 to \$421,500

### Comments:

This contract is for painting, maintenance, and minor repair of elevated tanks, standpipes, reservoirs, and pressure vessels. The Authority requires that the contractor have an apprenticeship program registered with and approved by the New York Commissioner of Labor for the type and scope of work required under the contract. Bidders are required to provide evidence of the program at the time of their bid. Two (2) bids were received for this Contract ranging from \$391,750.00 to \$421,500.00. Both bidders provided evidence of such agreements within days after the bid opening. The Board tabled this matter at its August meeting to provide staff an opportunity to research whether the apprenticeship programs offered met the contractual requirement to be appropriate for the type and scope of work required.

Staff in the Engineering Department has determined that JPI has a valid apprenticeship program for the work. The correct work classification is Painter/Decorator (Structural Steel) and is specific to bridge painting and elevated water storage tanks for example. JPI program is listed on the Department of Labor approved program schedule.

Alpine stated that it used an apprenticeship program affiliated with Associated Builders & Contractors (ABC). The program offered was listed as "failed" as of July 5, 2023, on a list maintained by Department of Labor. Alpine was informed of the notation. On October 13, 2023, Alpine provide documentation that the program was approved by the Department of Labor effective October 13, retroactive to the July date, meaning it can be considered a valid program during our bid and review period.

The Engineering Department staff sent Alpine a copy of the NYSDOL apprenticeship program outline for the work under this contract, Painter Decorator (Structural Steel), and requested that Alpine review it and send back a copy of their program outline for comparison. Alpine responded by sending the program outline and by attaching certifications held by Alpine personnel demonstrating their knowledge and skill set with respect to the work.

To verify whether the ABC apprenticeship program was valid for the work required under the contract, the Engineering Department staff requested the Department of Labor address the following two questions:

1. Is the Alpine program in good standing with NYSDOL?
2. Does the Alpine program apply to Painter Decorator (Structural Steel) work?

The Department informed Engineering staff that Alpine's program was indeed valid after being reinstated, but that it was for Painter Decorator and not Painter Decorator (Structural Steel). Therefore, it appears that Alpine does not have the correct apprenticeship program for this type of work as required by our contract. A copy of the Department's response is attached.

Engineering's recommendation, based on compliance with the apprenticeship language of the contract, is to award the contract to JPI Painting, Inc in the amount of \$421,500.

JPI has held this contract in the past and has performed satisfactorily.

**Engineering recommends that the contract be awarded to JPI Painting.**

Reviewed by:

J. Pokorny, Deputy, CEO Operations	—
T. Kilcommons, Chief Engineer & Director of Research & Engineering	—
M. O'Connell, Director of Production Control	—

Purchasing Clerk: C. Congiusta  
Purchasing Manager: J Deubel

Attachments: 1 memo, 1 tabulation & List of Bidders

## Kilcommons, Timothy

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**From:** Pinheiro, Chris (LABOR) <Chris.Pinheiro@labor.ny.gov>  
**Sent:** Monday, October 16, 2023 3:43 PM  
**To:** Kilcommons, Timothy  
**Subject:** RE: ABC Painter/Decorator Apprenticeship program

**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.

Hello Timothy,

My name is Chris Pinheiro, Director of Apprenticeship and Infrastructure with the New York State Department of Labor. Scott Melvin shared your email from earlier today and asked me to respond to the questions you had.

The ABC Painter & Decorator program was reinstated effective October 13, 2023. It is a Painter & Decorator program, not a Painter & Decorator (Structural Steel and Bridges) program.

Please let me know if you have any other questions.

Thank you,  
**Chris Pinheiro**  
Director  
Apprenticeship and Infrastructure

**New York State Department of Labor | Division of Employment and Workforce Solutions**  
Harriman State Office Campus  
Building 12, Room 450, Albany NY 12240  
Office: 518-457-1996 | Work Cell: 518-225-8321 | [Chris.Pinheiro@labor.ny.gov](mailto:Chris.Pinheiro@labor.ny.gov)  
[Facebook](#) | [Twitter](#) | [YouTube](#) | [Linkedin](#)

**WE ARE YOUR DOL**



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**From:** Kilcommons, Timothy <[Tim.Kilcommons@SCWA.com](mailto:Tim.Kilcommons@SCWA.com)>  
**Sent:** Monday, October 16, 2023 10:39 AM  
**To:** Archambault, Jill (LABOR) <[Jill.Archambault@labor.ny.gov](mailto:Jill.Archambault@labor.ny.gov)>; Melvin, Scott (LABOR) <[Scott.Melvin@labor.ny.gov](mailto:Scott.Melvin@labor.ny.gov)>  
**Subject:** ABC Painter/Decorator Apprenticeship program  
**Importance:** High

Some people who received this message don't often get email from [tim.kilcommons@scwa.com](mailto:tim.kilcommons@scwa.com). [Learn why this is important](#)

**ATTENTION:** This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Good morning,

My name is Tim Kilcommons. I am Chief Engineer for the Suffolk County Water Authority. I have an apparent low bidder for a water tank maintenance project under a contract that specifies the winning bidder must have an approved apprenticeship program as per NYSDOL's registered programs and that such program must be of the type and scope of work to be performed. The low bidder submitted evidence of ABC's Painter/Decorator program which I saw was listed as deregistered.

The low bidder has now provided me with information that the NYSDOL (and specifically mentioned the two of you) has reinstated the ABC program. I have a Board meeting this Thursday and need to know the following:

1. Can you verify that the ABC Painter/Decorator program is reinstated?
2. Can you verify if that program covers Painter/Decorator (Structural Steel) as this is the correct classification for the work to be performed under our contract.

I apologize for the short notice but as I said, we need to make a decision on award by Thursday. For your convenience, I have attached the outline of ABC's program and your NYSDOL outline. Thank you in advance.

Timothy J. Kilcommons, P.E.  
Chief Engineer / Director of R&D  
Suffolk County Water Authority  
P: 631-563-0351



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

**DATE:** October 17, 2023  
**TO:** John Deubel, Purchasing Manager  
**FROM:** Timothy J. Kilcommons, P.E., Chief Engineer  
**SUBJECT:** Contract No. 7988  
Painting, Minor Maintenance and Repairs of Elevated Tanks, Standpipes,  
Reservoirs and Pressure Vessels for the Period September 1, 2023 through  
August 31, 2024 (With Option to Extend)

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There were two bids received on this contract:

- Scaturro Bros t/a Alpine Painting & Sandblasting Contractors  
17 Florida Ave  
Paterson, NJ 07503 \$391,750
- JPI Painting, Inc  
6150 Center Rd  
Lowellville, OH 44436 \$421,500

**Comments:**

This contract contains mandatory apprenticeship language that requires the program to be of the type and scope of work to be performed. Two (2) bids were received for this Contract ranging from \$391,750.00 to \$421,500.00. Both Contractors failed to provide with their Bid the apprenticeship agreements that are registered with and approved by the New York State Commissioner of Labor. You will recall this contract was tabled at the August 2023 Board meeting until a full investigation could be done to determine if the contractors have valid apprenticeship programs and whether those programs meet the contractual requirement to be appropriate for the type and scope of work to be done.

The Engineering department quickly determined that JPI has a valid apprenticeship program for the work. The correct work classification is Painter/Decorator (Structural Steel) and is specific to bridge painting and elevated water storage tanks for example. Alpine's program had been deregistered by NYSDOL but was subsequently reinstated on Friday October 13<sup>th</sup>, retroactive to the date it was deregistered back in July, meaning it can be considered a valid program during our bid and review period.

The Engineering department sent Alpine a copy of the NYSDOL apprenticeship program outline for the work under this contract, Painter Decorator (Structural Steel), and requested that Alpine review it and send back a copy of their program outline for comparison. Alpine responded by sending the program outline and by attaching certifications held by Alpine personnel demonstrating their knowledge and skill set with respect to the work.

The Engineering department sent copies of the DOL program outline and the program outline supplied by Alpine and asked NYSDOL two questions:

1. Is the Apline program in good standing with NYSDOL?

Revised Memo

2. Does the Alpine program apply to Painter Decorator (Structural Steel) work?

Their reply (attached) was that the program was indeed valid after being reinstated, but that it was for Painter Decorator and *not* Painter Decorator (Structural Steel). Therefore, it appears that Alpine does not have the correct apprenticeship program for this type of work as required by our contract. The recommendation, based on compliance with the apprenticeship language of the contract, is to award the contract to JPI Painting, Inc in the amount of \$421,500. Moving forward, the Engineering department requests that the Purchasing department encourage Alpine to seek out or sponsor an appropriate apprenticeship program so that they can be considered a responsive bidder in the future. JPI has held this contract in the past and has performed satisfactorily.

attachments

cc: J.M. Pokorny, P.E.  
M. O'Connell  
S. Meyerdierks  
P. Schembri, P.E.

TABULATION OF BIDS  
CONTRACT NO. 7988

Painting & Minor Maintenance & Repairs of Tanks 9/1/23 - 8/31/24

Bid Opening, 08/09/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006187 10 103507 ALPINE PAINTING & SANDBLASTING 17 FLORIDA AVE PATERSON NJ 07503 Bid Bond 7988 - Painting & Repair of Tanks	6000006188 10 105183 JPI PAINTING, INC. 6150 CENTER RD LOWELLVILLE OH 44436 Bid Bond 7988 - Painting & Repair of Tanks
10 3000452 ONE HALF DAY LABOR 20 EA	Total Val.: Unit Price: Rank:	55,000.00 2,750.00 2	40,000.00 2,000.00 1
20 3000453 ONE FULL DAY LABOR 35 EA	Total Val.: Unit Price: Rank:	127,750.00 3,650.00 2	122,500.00 3,500.00 1
30 3002138 LABOR FOR NON-CLIMBING TANK WORK 30 EA	Total Val.: Unit Price: Rank:	109,500.00 3,650.00 2	105,000.00 3,500.00 1
40 3002253 SEDIMENT DISPOSAL 10 YD3	Total Val.: Unit Price: Rank:	10,000.00 1,000.00 1	10,000.00 1,000.00 1
50 EXTERIOR PAINTING 2,000 FT2	Total Val.: Unit Price: Rank:	20,000.00 10.00 1	20,000.00 10.00 1
60 INTERIOR PAINTING 1,000 FT2	Total Val.: Unit Price: Rank:	10,000.00 10.00 1	10,000.00 10.00 1
70 3000456 CONCRETE CRACK REPAIR 25 FT	Total Val.: Unit Price: Rank:	5,000.00 200.00 1	25,000.00 1,000.00 2
80 3000457 CONCRETE STRUCTURAL REPAIR 10 CF	Total Val.: Unit Price: Rank:	10,000.00 1,000.00 1	20,000.00 2,000.00 2
90			

TABULATION OF BIDS  
CONTRACT NO. 7988

Painting & Minor Maintenance & Repairs of Tanks 9/1/23 - 8/31/24

Bid Opening, 08/09/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006187 10 103507 ALPINE PAINTING & SANDBLASTING 17 FLORIDA AVE PATERSON NJ 07503 Bid Bond 7988 - Painting & Repair of Tanks	6000006188 10 105183 JPI PAINTING, INC. 6150 CENTER RD LOWELLVILLE OH 44436 Bid Bond 7988 - Painting & Repair of Tanks
3000458 PIT WELDING 40 "2	Total Val.: Unit Price: Rank:	4,000.00 100.00 1	10,000.00 250.00 2
100 SEAM WELDING 25 FT	Total Val.: Unit Price: Rank:	2,500.00 100.00 1	10,000.00 400.00 2
110 3000460 STUD WELDING 40 EA	Total Val.: Unit Price: Rank:	2,000.00 50.00 1	4,000.00 100.00 2
120 INSTALL TANK ALARM 3 EA	Total Val.: Unit Price: Rank:	36,000.00 12,000.00 1	45,000.00 15,000.00 2
Total Services	Val.: Rank:	391,750.00 99,500.00 1	421,500.00 307,500.00 2

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/09/2023  
for 7988 - Painting & Repair of Tanks, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

**DOCUMENTS TO:**

CorrTech, Inc.  
Inter Spec LLC  
JPI Painting, Inc.  
NUCO Painting Corp.  
Pittsburgh Tank & Tower Maintenance Co.  
Preferred Tank & Tower  
Scaturro Bros. Inc.  
t/a Alpine Painting & Sandblasting Contractors  
U.S. Tank Painting, Inc.  
Water Infrastructure Specialists

**Present at Bid Opening:**

V. Stewart, SCWA  
J. Costa, SCWA  
Scott Meyerdierks, SCWA  
Tim Kilcommons, SCWA

CorrTech, Inc.  
Pat Meskill  
455 Main Street, Building 1  
Deep River, CT 06417  
860-526-2610  
[pmeskill@corrtech-inc.com](mailto:pmeskill@corrtech-inc.com)

Water Infrastructure Specialists  
P.O. Box 208  
Mattapoisett, MA 02739  
508-758-6126  
877-821-6138  
[office@underwatersolutionsinc.com](mailto:office@underwatersolutionsinc.com)

JPI Painting, Inc.  
6150 Center Road  
Lowellville, OH 44436  
330-536-4400  
330-536-4402 – FX  
330-507-4124 - Cell  
[Dean.Marantis@usgwater.com](mailto:Dean.Marantis@usgwater.com)  
[Fillimon.missos@usgwater.com](mailto:Fillimon.missos@usgwater.com)

NUCO Painting Corp.  
10 Jenna Ct.  
Holbrook, NY 11741  
631-467-6602  
516-681-5127 – FX  
[Jason@Nucopainting.com](mailto:Jason@Nucopainting.com)

Pittsburgh Tank & Tower Maintenance Co.  
PO Box 1849  
Henderson, KY 42419  
{1 Watertank Place  
Henderson, KY 42420}  
Attn: Ryan Greathouse  
270-826-9000 Ext. 4619  
270-869-6589 - FX  
[rgreathouse@pttg.com](mailto:rgreathouse@pttg.com)

Preferred Tank & Tower  
2202 Hwy 41N Unit E Box 123  
Henderson, KY 42420-2399  
Attn: Karen Johnston  
270-826-7950  
[pwhite@pmdtower.com](mailto:pwhite@pmdtower.com)

Scaturro Bros. Inc. t/a  
Alpine Painting & Sandblasting Contractors  
17 Florida Avenue  
Paterson, NJ 07503  
973-279-3200  
973-279-3991 – FX  
973-699-3076 - Cell  
[Sam@AlpinePainting.com](mailto:Sam@AlpinePainting.com)

U.S. Tank Painting Inc.  
900 Rike Drive  
Millstone Township, NJ 08535  
609-448-2444  
609-448-9444 – FX  
[USTankpainting@yahoo.com](mailto:USTankpainting@yahoo.com)


**EXHIBIT D****CONTACT INFO  
CONTRACT NO. 7988**

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
Filimon Missos MANAGER	6150 Center Rd.
	Lowellville, OH. 44436

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

Contractor:	JPI PAINTING, INC.
Signature:	
Name:	Filimon Missos

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Business Name:	JPI PAINTING, INC.
Business Address of Contractor:	6150 Center Rd. Lowellville, OH. 44436
Contact Person for Contract Follow-Up:	Filimon Missos
Business Contact Telephone:	330 536 4400
Cell Number:	330 507 4124
E-Mail Address:	filimon.missos@usgwater.com
Fax Number:	330 536 4402
Federal Employee Identification Number:	20-2088329
Suffolk County Department of Consumer Affairs License Number (If Applicable)	N/A
Date:	August 04, 2023

This page must be fully completed

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

**DATE:** October 10, 2023  
**TO:** Chairman and Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Contract No. 8003 – Installation of New Private Water Service Lines & Services Taps (Groups I & II), Manorville – December 1, 2023 to November 30, 2024  
**AWARD:** Bancker Construction Corp. - \$1,248,920

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Opened: October 5, 2023 Published: September 26, 2023

No. of Bids received: 3 Documents Sent: 16

Low Bidder: Bancker Construction Corp.  
Bid Amounts: \$938,025 (Group I)  
\$310,895 (Group II)

Recommendation: Award to Low Bidder for Groups I and II as indicated above.

### Comments:

The Authority received grant funds to install new private water service lines & service taps in the designated area of Manorville within the town of Brookhaven. An invitation to Bid was issued by the Authority seeking proposals for the work. The installation was broken into two groups as follows:

Group I – Private Service lines from property line into house  
Group II – Service Taps and Vault Settings

Bancker Construction Corp. was \$115,245 or 12% less than the next closest bidder (Asplundh Construction) for Group I and \$7,211 or 2.3% lower than the next closest bidder (Asplundh Construction) for Group II.

Bancker Construction Corp. currently holds three (3) additional contracts:

Contract No. 7909B - General Construction of Water Mains, Large Services and Appurtenances (Group II), expires January 2025, original February 2023 contract amount: \$14,758,941. As of October 10, 2023, \$11,768,389 has been paid under this contract.

Contract No. 7842 – Installation by Directional Drill Technology - Water Mains and Services, expires April 2024, original May 2022 contract amount: \$1,428,602. As of October 10, 2023, \$1,019,208 has been paid under this contract.

Contract No. 7977 – Replacement & Installation of Fire Hydrants at Various Locations, expires May 2024, original September 2023 contract amount: \$388,860. As of October 10, 2023, \$0 has been paid under this contract.

**Bancker has performed satisfactorily on the work it has performed for the Authority.**

Construction Maintenance recommends awarding Contract No. 8003 to Bancker Construction Corp.

Reviewed by:  
J. Pokorny, Deputy, CEO Operations /  
B. Warner, Director of Construction Maintenance /

Purchasing Manager: J Deubel  
Purchasing Clerk: C. Congiusta  
Attachments: 1 Memo, 1 Tabulation & List of Bidders

TABULATION OF BIDS  
CONTRACT NO. 8003

Installation of New Private Water Service

Bid Opening, 10/05/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006214 10 101711 BANCKER CONSTRUCTION CORP 171 FREEMAN AVENUE ISLIP NY 11751 Installation of New Private Water Servi Installation of New Private Water Servi	6000006213 10 107219 ASPLUNDH CONSTRUCTION LLC 93 SILLS RD YAPHANK NY 11980 Installation of New Private Water Servi Installation of New Private Water Servi	6000006215 10 107856 EASTERN UTILITIES SERVICE LLC 336 SOUTH SERVICE ROAD MELVILLE NY 11747 Installation of New Private Water Servi Installation of New Private Water Servi
10 Group I				
3004268 1A Installation of 1-inch water liine 4,400 FT	Total Val.: Unit Price: Rank:	171,600.00 39.00 1	352,000.00 80.00 2	633,600.00 144.00 3
20 3004269 1B - Install 1-1/2 inch water line 1,000 FT	Total Val.: Unit Price: Rank:	39,100.00 39.10 1	83,000.00 83.00 2	148,000.00 148.00 3
30 3004270 1C - Install 2 inch water line 4,500 FT	Total Val.: Unit Price: Rank:	180,000.00 40.00 1	373,500.00 83.00 2	733,500.00 163.00 3
40 3004271 2A - Install 1" water line 1,800 FT	Total Val.: Unit Price: Rank:	68,400.00 38.00 1	90,000.00 50.00 2	156,600.00 87.00 3
50 3004274 3A - Install 3/4-inch type #L" rigid 64 EA	Total Val.: Unit Price: Rank:	444,800.00 6,950.00 3	128,000.00 2,000.00 1	161,728.00 2,527.00 2
60 3004275 3B- 3/4-inch type #L" rigid copper <25F 100 FT	Total Val.: Unit Price: Rank:	8,500.00 85.00 3	1,700.00 17.00 1	7,300.00 73.00 2
70 Group II				
3000940 1A- Install 1" short service less 67 EA	Total Val.: Unit Price: Rank:	166,495.00 2,485.00 1	172,525.00 2,575.00 2	287,028.00 4,284.00 3
80 3000941 1B- Install 1" long service 49 EA	Total Val.: Unit Price: Rank:	126,910.00 2,590.00 2	126,175.00 2,575.00 1	276,703.00 5,647.00 3
90 3000942 2- Extra per foot over 50' 50 FT	Total Val.: Unit Price: Rank:	750.00 15.00 1	850.00 17.00 2	2,300.00 46.00 3
100 3002543 7B - Extra for 6" RCA	Total Val.: Unit Price:	1,160.00 10.00	1,160.00 10.00	23,200.00 200.00

TABULATION OF BIDS  
CONTRACT NO. 8003

Installation of New Private Water Servic

Bid Opening, 10/05/2023

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000006214 10 101711 BANCKER CONSTRUCTION CORP 171 FREEMAN AVENUE ISLIP NY 11751 Installation of New Private Water Servi Installation of New Private Water Servi	6000006213 10 107219 ASPLUNDH CONSTRUCTION LLC 93 SILLS RD YAPHANK NY 11980 Installation of New Private Water Servi Installation of New Private Water Servi	6000006215 10 107856 EASTERN UTILITIES SERVICE LLC 336 SOUTH SERVICE ROAD MELVILLE NY 11747 Installation of New Private Water Servi Installation of New Private Water Servi
116 EA	Rank:	1	1	3
110 3000954 12- Extra for unsuitable fill 116 YD3	Total Val.: Unit Price: Rank:	580.00 5.00 2	116.00 1.00 1	10,904.00 94.00 3
120 3003080 Extra for 1 additional Flagman 24 EA	Total Val.: Unit Price: Rank:	15,000.00 625.00 1	17,280.00 720.00 2	27,312.00 1,138.00 3
130 Group I 4A-4C Group I - Item No. 4A - Increase on ite 21 EA	Total Val.: Unit Price: Rank:	8,190.00 390.00 2	6,720.00 320.00 1	12,516.00 596.00 3
140 Group I - Item No. 4B - Increase on ite 21 EA	Total Val.: Unit Price: Rank:	8,085.00 385.00 2	7,350.00 350.00 1	12,810.00 610.00 3
150 Group I - Item No. 4C - Increase on ite 22 EA	Total Val.: Unit Price: Rank:	9,350.00 425.00 1	11,000.00 500.00 2	14,080.00 640.00 3
Total Services	Val.: Rank:	1,248,920.00 651,855.00 1	1,371,376.00 271,221.00 2	2,507,581.00 0.00 3

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 10/05/2023  
for Installation of New Private Water Servic, 11:00 AM, prevailing time, Oakdale, New York

John Deubel , Purchasing Director

**Contract No. 8003**  
**Installation of New Private Water Service Lines & Service Taps– Manorville, Town of Brookhaven**  
**Bid Date: October 5, 2023**

Contract Documents Sent To:		
ADJO Contracting Corp	207 Knickerbocker Ave	Bohemia, NY 11716 <a href="mailto:joseph@adjocontracting.com">joseph@adjocontracting.com</a>
Allen Industries, Inc.	510 Broadway	Amityville, NY 11701 <a href="mailto:aindustries1@optimum.net">aindustries1@optimum.net</a> <a href="mailto:danny@allenindustriesinc.com">danny@allenindustriesinc.com</a> <a href="mailto:bill@allenindustriesinc.com">bill@allenindustriesinc.com</a>
All Island Plumbing, Inc.	916 Lincoln Ave	Holbrook, NY 11741 <a href="mailto:islandhelical@yahoo.com">islandhelical@yahoo.com</a>
Alessio Pipe Construction	102 Fairground Ave	Huntington Sta., NY 11746 <a href="mailto:jeff@alessiopipe.com">jeff@alessiopipe.com</a>
Asplundh Construction Corp	93 Sills Rd	Yaphank, NY 11980 <a href="mailto:slattuca@asplundh.com">slattuca@asplundh.com</a> <a href="mailto:accgas@asplundh.com">accgas@asplundh.com</a> <a href="mailto:asabel@asplundh.com">asabel@asplundh.com</a> <a href="mailto:jguarino@asplundh.com">jguarino@asplundh.com</a>
Bancker Construction Corp.	218 Blydenburgh Rd	Islandia, NY 11749 <a href="mailto:mbeyer@bancker.com">mbeyer@bancker.com</a> <a href="mailto:bcone@bancker.com">bcone@bancker.com</a> <a href="mailto:zcone@bancker.com">zcone@bancker.com</a>
Bove Industries, Inc.	16 Hulse Road	East Setauket, NY 11733 <a href="mailto:pclift@boveindustries.com">pclift@boveindustries.com</a>
Eastern Utilities Services	336 S. Service Rd	Melville, NY 11747 <a href="mailto:bids@eusllc.com">bids@eusllc.com</a> <a href="mailto:toms@eusllc.com">toms@eusllc.com</a> <a href="mailto:smccabe@eusllc.com">smccabe@eusllc.com</a>
Elecnor Hawkeye LLC	100 Marcus Blvd.	Hauppauge, NY 11788 <a href="mailto:bids@elecnorhawkeyellc.com">bids@elecnorhawkeyellc.com</a> <a href="mailto:jpetrina@elecnorhawkeyellc.com">jpetrina@elecnorhawkeyellc.com</a>
G&M Earth Moving Inc.	345 Ellsworth Street	Holbrook, NY 11741 <a href="mailto:jason@gmeearthmoving.com">jason@gmeearthmoving.com</a>
iSqFt Planroom	4500 Lake Forest	Cincinnati, OH 45242 <a href="mailto:cosupport@isqft.com">cosupport@isqft.com</a>
New York Trenchless	P.O. Box 2208	Aquabogue, NY 11931 <a href="mailto:nytrenchless@optonline.net">nytrenchless@optonline.net</a>
Merrick Utility Associates Inc.	91 Marine St	Farmingdale, NY 11735 <a href="mailto:merrickutility@optonline.net">merrickutility@optonline.net</a>
Roadwork Construction Corp	16 Starboard Rd	Hampton Bays, NY 11946 <a href="mailto:roadwork@optonline.net">roadwork@optonline.net</a> <a href="mailto:tina@roadworkconstruction.com">tina@roadworkconstruction.com</a>
Suffolk Water Connections	222 Middle Island Rd	Medford, NY 11763 <a href="mailto:suffolkwater@yahoo.com">suffolkwater@yahoo.com</a>
TRS Construction Inc.	15 East Bartlett Road	Middle Island, NY 11953 <a href="mailto:trs234@yahoo.com">trs234@yahoo.com</a>

Present at the Bid Opening: John Milazzo, General Counsel (Virtual), John Deubel, Purchasing Manager, Catherine Congiusta, Purchasing Clerk, Michael Fair & Andrew McLoughlin, Ferguson, Gary Murdock, Asplundh, & Eastern Utilities Virtual

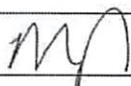
**EXHIBIT D****CONTACT INFO**  
**CONTRACT NO. 8003**

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
Michael S. Beyer, President	95 Brookville Lane, Old Brookville, NY 11545
Phillip M. Beyer, Exec. Vice President	10 White Gate Drive, Old Brookville, NY 11545

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

Contractor:	Bancker Construction Corp.
Signature:	
Name:	Phillip M. Beyer, Exec. Vice President

**PRINT OR TYPE NAME OF PERSON SIGNING BID****PLEASE CHECK IF APPLICABLE**

- ☒ MINORITY OWNED BUSINESS  
☒ WOMAN OWNED BUSINESS

Business Name:	Bancker Construction Corp.
Business Address of Contractor:	171 Freeman Avenue, Islip, NY 11751
Contact Person for Contract Follow-Up:	Phillip M. Beyer
Business Contact Telephone:	(631) 582-8880
Cell Number:	(516) 359-4544
E-Mail Address:	pbeyer@bancker.com
Fax Number:	(631) 582-3698
Federal Employee Identification Number:	11-1876887
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	September 29, 2023

**This page must be fully completed**

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

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

DATE: October 12, 2023

TO: Jeff Szabo, Chief Executive Officer

FROM: Christopher Cecchetto, Chief Financial Officer



SUBJECT: **FIRST NATIONAL BANK OF LONG ISLAND**

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With changes in the staffing of the Finance department, please approve authorizing Christopher Cecchetto (CFO) and Stephanie Hannan (Accounting Manager) as authorized signors for all bank accounts at First National Bank of Long Island ("FNBLI").


Additionally, please grant approval to close all accounts at FNBLI so that funds may be transferred to another bank where these funds will earn interest.

CC:ms

c: S. Hannan, A. Cadmus

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

**INTEROFFICE CORRESPONDENCE**


**DATE:** October 11, 2023  
**TO:** Chairman/Members  
**FROM:** T.J. Kilcommons, P.E., Chief Engineer/Director of R&D   
**SUBJECT:** Resolution – Deerfield Road Wells Nos. 1 and 2 Capacity Upgrade  
Noyac, Town of Southampton

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It is proposed to increase the authorized capacity of the two (2) existing wells each from 650-GPM to 1,000-GPM at the Deerfield Road well field located in Noyac, Town of Southampton. The additional capacity from the wells will be used to alleviate system stresses during periods of seasonal peak water demand in the Bridgehampton Intermediate Water Supply System.

Kindly place the above-captioned on the Agenda for the October 19th Board Meeting.

Approved by :

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

10/12/23  
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 October 19, 2023, the following resolution was adopted and that the same is in full force and effect:

"RESOLVED, To increase the authorized capacity of Wells Nos. 1 and 2 each from 650-GPM to 1,000-GPM at the Deerfield Road Well Field, 2.45-acre site located E/S/O Deerfield Road, approximately 100 feet south of Deerwood Path, Noyac, Town of Southampton; to equip each 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 19th day of October 2023,  
at Oakdale, New York.

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Charles Lefkowitz, Chairman

(SEAL)

## SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

DATE: October 16, 2023  
TO: Chairman/Board Members  
FROM: Jeff Szabo, Chief Executive Officer  
SUBJECT: Furnish and Delivery of Fuel Level Transmitters  
AWARD: Walters West End Supply - \$22,050

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The Engineering Department seeks to purchase the furnish and delivery of nine (9) fuel level transmitters of various sizes for remote monitoring of diesel fuel tank levels at pump station generators. A Request for Quote (RFQ) was issued by Purchasing to four (4) vendors on 10/3/2023 and a total of three (3) quotes were received back by the 10/11/2023 deadline. The quotes received were from Walters West End Supply, RJM Sales and Fred Burack Co. Inc.

It is recommended that the apparent low bid be rejected. This bid was submitted by Fred Burack Co. Inc. Burack holds a current Authority contract, and its performance has been poor. Burack was invited to detail what changes, if any, it made to assure better performance on this project. Burack did not respond to the Authority's request for such information by the Authority's deadline.

As such, Engineering recommends that the board award the order to Walters West End Supply. Their bid price of \$2,450.00 per unit represents 17% lower cost than the next comparable bid by RJM Sales of \$2,956.50 per unit. In accordance with procurement policy, expenditure exceeding \$5,000 with any vendor must be approved by the Board.

**Please have the Board approve an order to Walters West End Supply in the amount of \$22,050.**

Reviewed by:

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

—

—

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

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

The undersigned as bidder, declares that the only person, persons, company or parties interested in this proposal as principals are named herein; that he has carefully examined the Notice to Bidders, Instructions to Bidders, Detailed Specifications and Form of Agreement covering material to be supplied to the Suffolk County Water Authority at the specified locations in Suffolk County and proposes to supply the material and services under the terms specified at the prices which the bidder has set forth in the following Form of Proposal.

**Bidders are required to submit the technical specifications, drawings, Spec Sheets of products they are submitting a Bid for. Failure to submit the required documentation may constitute grounds for rejection of your bid.**

**STATEMENT OF APPROXIMATE QUANTITIES AND BIDDER'S PROPOSAL PRICES**

(Bidder shall Fill out Both Prices and Amounts Rounded to Two (2) Decimal Points Only  
Example 4.75)

<b>SCWA #</b>	<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit Bid Price</b>	<b>Extended Bid Amount</b>
XXXXX	1	Level Transmitter w/ Probe for 21" Deep Tank	1	\$ <u>2,450.00</u>	\$ <u>2,450.00</u>
XXXXX	2	Level Transmitter w/Probe for 36" Deep Tank	1	\$ <u>2,450.00</u>	\$ <u>2,450.00</u>
XXXXX	3	Level Transmitter w/Probe for 40" Deep Tank	2	\$ <u>2,450.00</u>	\$ <u>4,900.00</u>
XXXXX	4	Level Transmitter w/Probe for 48" Deep Tank	5	\$ <u>2,450.00</u>	\$ <u>12,250.00</u>
<b>TOTAL BID AMOUNT</b>					\$ <u>22,050.00</u>

In addition, items not specifically mentioned above shall be purchased at discount from the manufacturer's standard price list as noted below:

Manufacturer: OMNTEC MFG

Catalog/Price List No.: CUSTOM ITEMS - NOT SHOWN IN PRICE LIST

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

Percent Discount: 12% OFF OF LIST

**Before Award of the purchase, current catalog(s) and price list(s) with associated discount schedule(s) for each item shall be provided to the Authority.**

Bidder shall indicate discount to be allowed on this purchase, in the event invoices are paid within 10 days: TWO percent (2%). (Ten [10] Days shall commence when both material and invoices have been received.)

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

Calculation errors will be resolved in favor of unit prices whenever possible. The Suffolk County Water Authority will adjust total bid amounts accordingly.

Bidder's (Company) Name: WALTER'S WEST END SUPPLY, INC.

Authorized Name of Signatory: JAMES TAYLOR, OWNER

Bidder's Signature: *James Taylor* Date: 10/10/2023

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

The undersigned as bidder, declares that the only person, persons, company or parties interested in this proposal as principals are named herein; that he has carefully examined the Notice to Bidders, Instructions to Bidders, Detailed Specifications and Form of Agreement covering material to be supplied to the Suffolk County Water Authority at the specified locations in Suffolk County and proposes to supply the material and services under the terms specified at the prices which the bidder has set forth in the following Form of Proposal.

Bidders are required to submit the technical specifications, drawings, Spec Sheets of products they are submitting a Bid for. Failure to submit the required documentation may constitute grounds for rejection of your bid.

**STATEMENT OF APPROXIMATE QUANTITIES AND BIDDER'S PROPOSAL PRICES**

(Bidder shall Fill out Both Prices and Amounts Rounded to Two (2) Decimal Points Only Example 4.75)

SCWA #	Item No.	Description	Qty.	Unit Bid Price	Extended Bid Amount
XXXXX	1	Level Transmitter w/ Probe for 21" Deep Tank	1	\$ <u>2956.50</u>	\$ <u>2956.50</u>
XXXXX	2	Level Transmitter w/Probe for 36" Deep Tank	1	\$ <u>2956.50</u>	\$ <u>2956.50</u>
XXXXX	3	Level Transmitter w/Probe for 40" Deep Tank	2	\$ <u>2956.50</u>	\$ <u>5913.00</u>
XXXXX	4	Level Transmitter w/Probe for 48" Deep Tank	5	\$ <u>2956.50</u>	\$ <u>14,782.50</u>
<b>TOTAL BID AMOUNT</b>					\$ <u>26,608.50</u>

In addition, items not specifically mentioned above shall be purchased at discount from the manufacturer's standard price list as noted below:

Manufacturer: Tempsonics (MTS)  
 Catalog/Price List No.: \_\_\_\_\_  
 Dated: 9-1-2023  
 Percent Discount: 10%

**Before Award of the purchase, current catalog(s) and price list(s) with associated discount schedule(s) for each item shall be provided to the Authority.**

Bidder shall indicate discount to be allowed on this purchase, in the event invoices are paid within 10 days: \_\_\_\_\_ percent ( \_\_\_\_\_ %). (Ten [10] Days shall commence when both material and invoices have been received.)

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

Calculation errors will be resolved in favor of unit prices whenever possible. The Suffolk County Water Authority will adjust total bid amounts accordingly.

Bidder's (Company) Name: RJM Sales Inc  
Authorized Name of Signatory: Robert Levy  
Bidder's Signature: [Signature] Date: 10/10/23

**RJM sales inc.**

12H Worlds Fair Drive  
Somerset, NJ 08873  
Ph: (908) 322-7880  
sales@rjmsales.com

Date: October 10,  
2023

Quotation # 08032334133

**Customer:**  
**Suffolk County Water Authority**

**Prepared By:**  
**Bob Levy**  
Sales Engineer  
e-mail: [bobl@rjmsales.com](mailto:bobl@rjmsales.com)  
Office (732) 902-0861  
Cell (908) 759-9994

Item	Description	Unit Price	Qty	Ext Price
1	<b>Model: LPR1A1B11A0XFIAU02100S</b> Details: LPR -> Type -> Level Plus RefineME® Level Transmitter 1 -> Output -> 1 Loop with HART® A -> Housing -> NEMA housing w/cable 1 -> Electronics Mounting -> Standard B -> Sensor Pipe -> Industrial end plug w/ stop collar, 5/8 in OD 1 -> Material -> 316L stainless steel 1 -> Process Connection Type -> Adjustable NPT A -> Process Connection Size -> 3/4" - NPT Only 0 -> DTs -> None X -> DT Placement -> None F -> Notified Body -> NEC (FM) I -> Protection Method -> Intrinsically Safe A -> Gas Group -> Group A U -> Unit Of Measurement -> Inches 02100 -> Length -> 21 Inches S -> Special -> Standard Product	\$2,362.50	1	\$2,362.50
2	<b>Model: LPR1A1B11A0XFIAU03600S</b> Same as item 1, 36 Inch length	\$2,362.50	1	\$2,362.50
3	<b>Model: LPR1A1B11A0XFIAU04000S</b> Same as item 1, 40inch length	\$2,362.50	2	\$4,725.00
4	<b>Model: LPR1A1B11A0XFIAU04800S</b> Same as item 1, 48inch length	\$2,362.50	5	\$11,812.50
5	<b>Product Float: 251981-2</b>	\$112.50	9	\$1,012.50



***RJM sales inc.***

12H Worlds Fair Drive  
Somerset, NJ 08873  
Ph: (908) 322-7880  
sales@rjmsales.com

Date: October 10,  
2023

**Quotation # 08032334133**

6	LP-Series Digital Power Safety Barrier USTDII (Stahl 9001/01-280-100-101)	\$481.50	9	\$481.50
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**Total      \$26,608.50**

**Terms and Conditions:**

- Lead Time is 3-4 weeks ARO, Item 6: 14-16 week
- Terms are net 30 days subject to approval
- Quotation is valid for 30 days from date above
- Shipping is FOB Factory: Prepaid and Add
- RJM Sales accepts VISA, MC, AMEX orders
- All purchase orders should be made out to: RJM Sales, Inc / 12H World's Fair Drive / Somerset, NJ 08873

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

The undersigned as bidder, declares that the only person, persons, company or parties interested in this proposal as principals are named herein; that he has carefully examined the Notice to Bidders, Instructions to Bidders, Detailed Specifications and Form of Agreement covering material to be supplied to the Suffolk County Water Authority at the specified locations in Suffolk County and proposes to supply the material and services under the terms specified at the prices which the bidder has set forth in the following Form of Proposal.

**Bidders are required to submit the technical specifications, drawings, Spec Sheets of products they are submitting a Bid for. Failure to submit the required documentation may constitute grounds for rejection of your bid.**

**STATEMENT OF APPROXIMATE QUANTITIES AND BIDDER'S PROPOSAL PRICES**

(Bidder shall Fill out Both Prices and Amounts Rounded to Two (2) Decimal Points Only  
Example 4.75)

<b>SCWA #</b>	<b>Item No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit Bid Price</b>	<b>Extended Bid Amount</b>
XXXXX	1	Level Transmitter w/ Probe for 21" Deep Tank	1	\$ 1,882.82	\$ 1,882.82
XXXXX	2	Level Transmitter w/Probe for 36" Deep Tank	1	\$ 1,882.82	\$ 1,882.82
XXXXX	3	Level Transmitter w/Probe for 40" Deep Tank	2	\$ 1,882.82	\$ 5,448.44
XXXXX	4	Level Transmitter w/Probe for 48" Deep Tank	5	\$ 1,882.82	\$ 9,014.10
<b>TOTAL BID AMOUNT</b>					<b>\$27,142.28</b>

In addition, items not specifically mentioned above shall be purchased at discount from the manufacturer's standard price list as noted below:

Manufacturer: \_\_\_\_\_

Catalog/Price List No.: \_\_\_\_\_

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

Percent Discount: \_\_\_\_\_

**Before Award of the purchase, current catalog(s) and price list(s) with associated discount schedule(s) for each item shall be provided to the Authority.**

Bidder shall indicate discount to be allowed on this purchase, in the event invoices are paid within 10 days: \_\_\_\_\_ percent (\_\_\_\_\_%). (Ten [10] Days shall commence when both material and invoices have been received.)

**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR QUOTATION (RFQ)  
FURNISH AND DELIVER NINE (9) FUEL OIL TRANSMITTERS & PROBES**

Calculation errors will be resolved in favor of unit prices whenever possible. The Suffolk County Water Authority will adjust total bid amounts accordingly.

Bidder's (Company) Name: Fred Burack Co Inc.

Authorized Name of Signatory: Fred Burack

Bidder's Signature: *fred burack* Date: October 11, 2023

## SUFFOLK COUNTY WATER AUTHORITY

### INTEROFFICE CORRESPONDENCE

**DATE:** October 11, 2023

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

**FROM:** Jeff Kleinman, Director of General Services

**CC:** Donna Mancuso, Joe Pokorny, and John Deubel

**SUBJECT:** Award of RFP No. 1613 - Automated Vehicle Location and Monitoring System (AVLM) January 1, 2024 - December 31, 2026

**EXTEND:** Intellishift – 3 Years - \$256,230

The Fleet Department and the AVLM review committee comprised of Jeff Kleinman (General Services), Joe Pokorny (Operations), Chris Given (Construction & Maintenance), Phil Thompson (Production Control), Rob Lehning (Fleet), Mike Albano (Fleet), Irene Ucci (Fleet) and Lou Coppola (Customer Service) seek approval from the board at the October 2023 Board Meeting to award RFP #1613 to IntelliShift, formerly Vehicle Tracking Systems (VTS). The term of the contract will be for three years starting January 1, 2024 through December 31, 2026 with an option to extend in 2027 & 2028.

Automated Vehicle Location and Monitoring Systems (AVLM) is the hardware and software required for tracking of SCWA's vehicle assets. This includes reporting on speeding, geofencing, driver identification, and seat belt monitoring.

The Authority received and reviewed 13 bids under RFP No. 1613, seven of which were eliminated due to either cost or reporting criteria or a combination of the two. 5 bids were selected as finalist to be interviewed and conduct a demonstration of their platform for the AVLM review committee in order to select the most advantageous platform:

Vendor	1-Year Cost	3-Year Cost	Reporting Criteria Met
NexTraq	\$46,351	\$139,053	8 of 15
MasTrack	\$50,400	\$151,200	5 of 15
Fleet Analytics*	\$96,860	\$201,980	7 of 15
Forward Thinking Systems*	\$73,545	\$220,635	9 of 15
Zonar	\$74,932	\$224,796	4 of 15
Verizon	\$83,683	\$251,050	5 of 15
<b>IntelliShift*</b>	<b>\$85,410</b>	<b>\$256,230</b>	<b>15 of 15</b>
T-Mobile*	\$86,505	\$259,515	15 of 15
CalAmp*	\$95,914	\$287,742	11 of 15
Digital Ally	\$168,528	\$343,640	8 of 15
Motive Technologies	\$127,750	\$346,750	10 of 15
Air Automotive Tracking	\$275,475	\$450,075	9 of 15
RMJ Technologies	\$151,465	\$454,396	10 of 15

*\* Selected as Finalist*

Following interviews and demonstrations the committee selected IntelliShift as the most advantageous bid for the SCWA due to the following:

- They were the lowest cost of all bidders meeting all 15 reporting criteria desired.
- By selecting the incumbent vendor, the SCWA would not have to undertake a swap out of hardware for all vehicles leading to potential operational interference issues associated with scheduling and making vehicles available for hardware swaps. The internal SCWA labor costs associated with assisting and supervising the hardware swaps is estimated to be \$31,802 excluding benefits. This estimate is for the Transportation Department alone. In addition, there will be internal labor costs incurred by all other

departments impacted by the hardware swaps. These costs have not been estimated but will be significant.

- By selecting the incumbent vendor, the SCWA will not have to bear the cost of training for all users of any new AVL software. This training would be necessary for all administrators and users and while this cost has not been specifically quantified, it will be significant.

Selecting IntelliShift will result in a 7.7% reduction in costs over their previous contracted amount. The Original contract award, September 2018, had an original estimated 5-year cost of \$462,553. As of August 9, 2023, IntelliShift has been paid \$430,969 under the subject contract to date.

IntelliShift holds no additional contracts and has performed satisfactorily on the work it has performed for the Authority.

**We respectfully request the CEO authorize the Purchasing Department to award RFP #1613 to IntelliShift at the October 2023 Board Meeting, as noted above.**

Sincerely,

Jeff Kleinman  
Direct of General Services

Reviewed by:

D. Mancuso, Deputy CEO Administration	—
J. Pokorny, Deputy CEO Operations	—
J. Kleinman, Director of General Services	—
J. Deubel, Manager of Purchasing	—

(1) Attachment – 1613 – IntelliShift Bidders Proposal



152 Veterans Memorial Hwy Commack, NY 11725

[Contact@intellishift.com](mailto:Contact@intellishift.com)

631-586-7400

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## Proposal for Suffolk County Water Authority

RFP No. 1613

Automated Vehicle Location and Monitoring System (AVLM)

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August 30<sup>th</sup>, 2023



Submitted By:  
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## Bidders Profile

IntelliShift, a NYS LLC company, locally headquartered on Long Island, NY. At IntelliShift we are proud to say, “We Drive Productivity”. Founded in 2002, our 20+ years of industry expertise allow us to provide best in-class technology, partnership, and customer support. Of those 20+ years, we have had a successful sixteen (16) years of partnership with Suffolk County Water Authority. Highlighting our industry leading technology and support, we were recently awarded both IoT Company of the year and the Silver Stevie Award for Customer Experience. Our passion for fleet and safety drives us to continuously improve and award our customers with best-in-class overall experience.

Our success over the last 20 years has shown clients with fleets of all sizes how to reduce operating expenses while simultaneously increasing efficiency has helped us build a 300% increase in sales. For that achievement we were continually honored as the one of the fastest-growing privately owned companies.

IntelliShift has over 2,500 clients tracking more than 100,000 vehicles throughout the United States. We work with numerous municipalities in New York and throughout the country. Our experience and current partnership allow us to uniquely understand Suffolk County Water Authorities’ needs and goals with each of your departments.

IntelliShift customer support staff ensures your departments will receive a personal touch for items such as technical support, on-site training, warranty service and upgrades. As a Long-Island based company, we offer the support and service that only a local company can offer. The hands-on approach offered by IntelliShift throughout the contract term guarantees that once the initial goals are met, we will help you create and obtain additional goals as they are needed for future enhancements and needs. We are ready to continue to put our expertise to work for the Suffolk County Water Authority and help you meet your ongoing goals.

## Our Mission

Our mission is to help our customers make an intelligent shift throughout their operations by delivering a Connected Fleet Cloud that operationalizes fleet and asset intelligence to help businesses drive actionable insights to increase safety, productivity, and efficiency.

## Our Values

- *Remember our Roots*
- *Embrace and Drive Change*
- *Think Bigger*
- *The Golden Rule Prevails*
- *Execute with Passion and Urgency*
- *Drive Trust and Transparency*

## Financial Health

In June 2021, IntelliShift secured a \$70M investment from LLR Partners. This capital is accelerating growth by fueling innovation and expansion in North America. IntelliShift's connected fleet and safety operations solutions are used by more than 3,000 customers from emerging small businesses to complex, regulated organizations with thousands of vehicles and assets.

## Reputation

For the last two years, IntelliShift was reviewed positively by Gartner in their Market Guide for Transportation Mobility among 21 global telematics vendors. We meet 18 out of 19 of the key capabilities evaluated by Gartner, and our functionality stacks up equal to or better than larger vendors.

By putting the customer experience at the center of what we do, IntelliShift has earned an excellent reputation in the telematics industry. Our customers have reported the following via surveys and publicly available software review sites:

- IntelliShift NPS is 36.5 (compared to avg. 28)
- 4.5 / 5 Stars Capterra Reviews
- 4.4 / 5 Stars G2 Reviews
- 90% Recommendation of Product via Select Hub
- 4.9 / 5 Stars iOS mobile app

## 2023 Recognition and Awards

- 2023 Silver Stevie Award Winner – Awarded for customer experience and support
- 2023 IoT Analytics Company of the Year Award – Awarded for technology innovation



## Project Approach & Overview

IntelliShift offers a unique opportunity, as we are currently installed in almost all the assets associated with this RFP. Not having to touch the vehicles keeps the cost of ownership through the term of agreement as low as possible. This provides SCWA an opportunity to remove disruption of your fleet and users, resulting in no wasted time with users having to learn a new software and without having to remove vehicles off the road.

Estimated project completion within **two to four weeks** of the completed agreement. In that quick turnaround we would continue our current journey, focusing on the health of your fleet's devices and user training. IntelliShift offers written and video training, ranging from installation and user-based training on all aspects of the platform. This can be found by users within our Knowledgebase section. Once both parties have agreed to the health and education, we would align on success criteria to measure our success during scheduled operational meetings with IntelliShift Customer Success team.

Upon review of technical requirements, IntelliShift confirms we can successfully fulfill all needs shared within the RFP and have provided additional detail within the appendix of the proposal.

Additionally, IntelliShift provides experienced and courteous support through our New York based customer support team.

- Telephone support: 7:00 A.M. to 6:00 P.M. Monday – Friday
- Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call, however there will be a backup answer phone service
- Email support: Monitored 7:00 A.M. to 6:00 P.M. Monday – Friday
- Emergency Telephone support: 24/7 for High Priority

## Principals Dedicated Account & Project Management Members

The following IntelliShift employees will be assigned to work on the Suffolk County Water Authority Contract and Project:

- John Cunningham, Founder and Chief Executive Officer
- Jeff Cohen, Chief Revenue Officer
- Kyle Ulaszek, VP of Customer Success
- Lee Papas, Director of Customer Support
- Erin Gilchrist, VP of Fleet Evangelism
- Justin Waite – Director of Special Projects
- Paul Britt – Dedicated Customer Success Manager

## IntelliShift Project Management Personnel Overview

**John Cunningham – CEO and Co-Founder**

- Created IntelliShift FDBA Vehicle Tracking Solutions in 2002
- Helped initiate partnership with Suffolk County Water Authority in 2007 and been the Executive Sponsor over the course of the relationship
- Has received award winning accolades for company growth

**Jeff Cohen – Chief Operating Officer**

- 15+ years of Executive Leadership experience and industry expertise in telematics and safety solutions at Trackunit and Telogis
- Responsible for all commercial aspects at IntelliShift

**Kyle Ulaszek – Vice President, Customer Success**

- 10+ Years in CS Leadership role within Telematics Industry
- Strategic customer executive sponsor with track record of proven customer satisfactory

**Lee Pappas – Director of Customer Support**

- 20+ years leading customer experience and support departments
- Designed and deliver ongoing process improvements at IntelliShift to create a best-in-class customer experience
- Led IntelliShift to receive 2023 Silver Stevie Award for Customer Support & Experience

**Erin Gilchrist – Vice President, Fleet Evangelism**

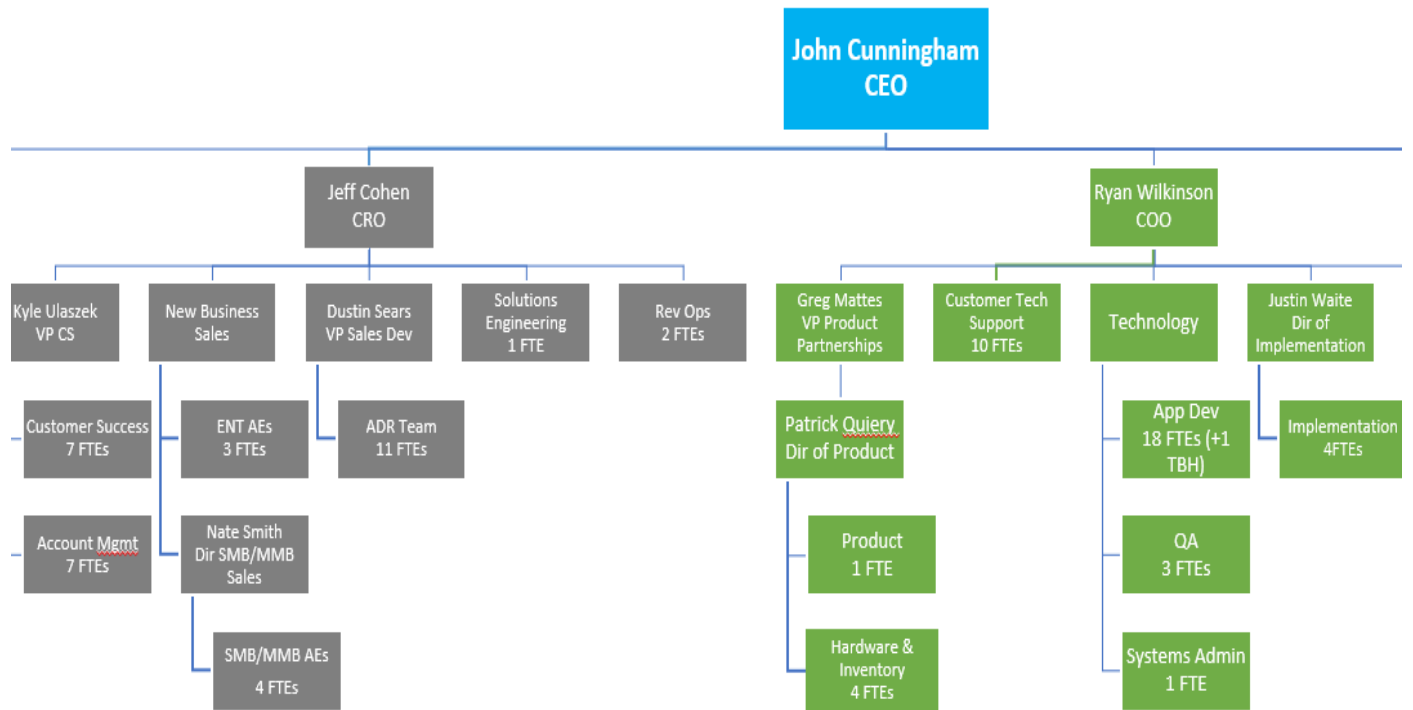
- Award Winning Fleet Director at Safelite Auto Glass
- Managed a fleet of 7k+ vehicles
- Provides industry content and consultation to our customers

**Justin Waite - Director of Implementation**

- 10+ years of implementation and special projects experience in telematics and video industry
- Leads a team specifically dedicated to implementation, training, and project management

**Paul Britt – Customer Success Manager**

- 3+ years managing Enterprise and government accounts at IntelliShift
- Core focuses are around growth and adoption of the platform, ongoing education and working with customers with a consultative approach to achieve their success goals



## Pricing and Fee Proposal

IntelliShift is a SaaS based company, that provides both leased and purchase hardware options. Below you will find a fee proposal for both, which includes the applicable subscription options to fulfill the scope of work outlined in the RFP. In addition, we have provided additional subscription options for items not referenced within the scope, that provide additional value to clients from a safety and inspection standpoint.

### Items Included at No Cost:

- Free customer support and ongoing maintenance to the software
- No wireless or data transfer fees
- Free ongoing training
- No cellular or deactivation fees
- Lifetime warranty on the hardware, unless identified as tampering
- Access to APIs for integration needs

### Overview of Additional Subscription Items Not Listed in Scope of RFP:

- Pricing information included in both leased and purchased models below
- **AI Video**
  - Operator and road facing cameras, utilizing AI to detect behaviors putting your assets and employees most at risk
  - The cameras deliver both in-cab coaching as well as triggering events to allow you exonerate drivers against false claims and coach drivers before their risky behaviors lead to an accident
  - Simply attached to the hardware harnesses currently installed in the vehicles today
- **Inspect**
  - Digital inspection form utilized for pre/post trip
  - Customizable forms with the ability to capture and include 'real time' photos
  - Allow drivers to digitally capture maintenance issues and communicate them to the shop to ensure vehicles are operating at a safe standard and ensure vehicle longevity
- **Fuel Card Integration**
  - Ability to integrate fuel purchases within the platform and measure efficiency
  - Capture foul play at the pump

## Purchased Hardware Pricing Response - Telematics

Pricing Per Module – For Expansion Needs Only (Since you are already installed with us)

Product Item	Telematics Hardware	Installation Fee (One Time)	Monthly Subscription Fee
Telematics (Includes Alerts, Reports, Dashboards)	\$150	\$75	\$14.50
Driver ID	\$50	\$25	\$1.00
Product Item Not in RFP Scope	Telematics Hardware	Installation Fee (One Time)	Monthly Subscription Fee
AI Video Safety (Optional)	\$150	\$100	\$17.00
Fuel Card Integration (Optional)	No Cost	\$0	\$2.00
Digital Inspection (Optional)	No Cost	\$0	\$5.00

## Leased Hardware Pricing Response - Telematics

Pricing Per Module - For Expansion Needs Only (Since you are already installed with us)

Product Item	Telematics Hardware	Installation Fee (One Time)	Monthly Reoccurring Fee
Telematics (Includes Alerts, Reports, Dashboards)	\$0	\$75	\$18.00
Driver ID	\$0	\$25	\$1.50
Product Item Not in RFP Scope	Telematics Hardware	Installation Fee (One Time)	Monthly Reoccurring Fee
AI Video Safety (Optional)	No Cost	\$100	\$21.00
Fuel Card Integration (Optional)	No Cost	\$0	\$2.00
Digital Inspection (Optional)	No Cost	\$0	\$5.00

\*All additional products listed as 'not in scope' can be added without having to replace current hardware\*

## Municipality and Utility References

*List Names Addresses and Telephone Numbers of Municipalities, counties, special districts, or cities which have utilized the firms' services:*

### REFERENCES

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#### REFERENCE #1

Name: **Town of Huntington**

Address: 100 Main Street, Huntington, NY 11743

Email Address: it-vendors@huntingtonny.gov

Principal Contact Person: Lorie Finger

Telephone: 631-351-3185

Email Address: lfinger@huntingtonny.gov

Contract Period: Customer Since 2011

#### REFERENCE #2

Name: **Town of Babylon**

Address: 631-661-7100

Principal Contact Person: Bianca Dormer

Address: 200 E Sunrise Highway, Lindenhurst, NY 11757

Telephone: 631-957-4485

Email Address: bdormer@townofbabylon.com

Contract Period: Customer Since 2011

#### REFERENCE #3

Name: **Town of Riverhead**

Address: 1177 Osborn Ave, Riverhead, NY 11901

Principal Contact Person: Teresa Baldinucci

Telephone: 631-727-3200 ex 271

Email Address: baldinucci@townofriverheadny.gov

Contract Period: Customer Since 2012

## List of NY Municipalities Customers

Account Name	Billing Address Line 1	Billing City	Billing State/Province	Phone
NYC Transit Authority	213 West 35th St. Suite #601	New York City	NY	718-6945304
Town of Huntington	Information Technology ? Room 311	Huntington	NY	(631)351-3177
Town Of Babylon	151 Phelps Lane	North Babylon	NY	(631) 957-4464
Suffolk County Water Authority	180 5th Ave	Bay Shore	NY	(631) 563-0265
Town of Brookhaven:Highway	1140 Old Town Road	Coram	NY	
Town of Brookhaven:Town	One Independence Hill	Farmingville	NY	(718) 599-1700
Onondaga County Water Authority	200 Northern Concourse	Syracuse	NY	(315) 455-7061
Town of North Hempstead:All Other Dept.	220 Plandome Rd	Manhasset	NY	516-869-7763
Town of North Hempstead:Highway Dept.	220 Plandome Rd	Manhasset	NY	
Town of Brookhaven:Waste Management	Waste Management	Farmingville	NY	
Town Of East Hampton:TOEH - Highway Department	Highway Dept.	East Hampton	NY	
Town Of Riverhead	1177 Osborn Ave	Riverhead	NY	(631) 727-5670
The Parts Authority	605 Albany Ave	Amityville	NY	(516)678-3900
Town of North Castle:Town of North Castle - Main	15 Bedford Road	Armonk	NY	
Town of Southold	PO Box 1179	Southold	NY	(631) 765-4333
Town of New Castle	280 Hunts Lane	Chappaqua	NY	(914) 238-3968
Town Of Wappinger	10 Highway Dr	Wappinger Falls	NY	845.764.1253
Town of Woodstock	Highway Department	Woodstock	NY	(845) 679-2805
Congregation Yeshiva Avir Yakov:Congregation Yeshiva	766 North Main Street	Spring Valley	NY	
Albany Parking Authority	PO Box 799	Albany	NY	(518)434-8552
Town Of Haverstraw	1 Rosman Road	Garnerville	NY	(845) 354-1500
Town of North Castle:Town of North Castle - Police	15 Bedford Rd.	Armonk	NY	
Town of Southampton:TOSH - Code Enforcement	116 Hampton Road	Southampton	NY	(631) 283-0247
Town Of East Hampton:TOEH - Div. of Public Safety	159 Pantigo Road	East Hampton	NY	
Town of Windham Greene NY	371 NY-296	Hensonville	NY	(518)-734-4244
Port Washington Water District	38 Sandy Hollow Rd	Port Washington	NY	(516) 767-0171
Port Washington WPCD	Water Pollution Control District	Port Washington	NY	(516)944-6100
Town Of East Hampton:TOEH - Human Services	128 Springs Fireplace Rd	East Hampton	NY	
Town of North Hempstead:SWMA	285 Denton Ave	New Hyde Park	NY	
Town of North Castle:Town of North Castle - Water	15 Business Park Dr.	Armonk	NY	

## Executive Summary and Signature Page

Attached please find our proposal for RFP No. 1613 Automated Vehicle Location and Monitoring (AVLM). Upon careful review of the technical requirements, scope of the project, requirements within the partnership and terms and conditions of the RFP, we acknowledge the ability to agree and fulfill all.

We are happy to participate in this RFP and look forward to having the opportunity to continue our successful partnership together. Having a connected solution to meet the technical, hardware software and data requirements. Our solution further provides the flexibility to grow into further value with our AI Video, Fleet Maintenance and Electronic Inspection technology. We would like to request a date to present our solution and highlight the competitive and partnered advantages IntelliShift has to offer.

Some of our specific qualifications include:

- Partnered with and provided telematics services to Suffolk County Water Authority since 2007
- Ability to track vehicles and provide Driver ID technology to fit SCWA solution needs
- Offer AI Video, without replacing current hardware setup to enhance your safety operations for future needs of SCWA
- IntelliShift is already installed in SCWA fleet, reducing vehicle downtime and cost for change management for user's implementation and learning a new solution
- Partnered with over 40 municipalities in New York
- Dedicated account management and local customer support
- Open APIs allowing us to partner with software providers and share data
- 50+ current users accessing the platform
- Excellent hardware health rate of 97% with consistent

As the Founder and CEO, I am the authorized Executive to legally bind the agreement between IntelliShift and Suffolk County Water authority. I hereby recognize the pricing that is proposed within this formal response and authorize pricing shall be valid throughout the entirety of the RFP process.

## Individuals Authorized to Make Representations of Behalf of Proposer

John Cunningham, Founder and CEO, 631-492-1144, [John@IntelliShift.com](mailto:John@IntelliShift.com)  
Jeff Cohen, Chief Revenue Officer, 203-952-9069, [Jeff.Cohen@IntelliShift.com](mailto:Jeff.Cohen@IntelliShift.com)

## Appendix

### Additional Detail to 'SCOPE OF WORK 'and Technical Requirements

**1.1 Summary** - IntelliShift provides a connected platform providing you real time reporting, AI Video, Fleet Service, Digital Inspection, and ability to integrate with Garmin units for turn-by-turn directions and communication messaging. IntelliShift can provide user defined information, including vehicle and driver identification, street location, speed, engine status, stops and daily routes.

- a) IntelliShift provides all hardware needed for installation needs. This includes Telematics, Driver ID, Key Fob, PTO and applicable cabling and wiring. Note Suffolk County currently has IntelliShift LTE hardware installed, thus reducing the costs and downtime of an implementation/installation project
- b) Provide GPS tracking, alerts and reporting in real time on both web and mobile app. This includes the ability to identify the operator/driver with our key fob solution. Our standard real time data provides location, direction, idle status, speed with speed limits to identify instances of speeding and unsafe driving behavior
- c) IntelliShift provides ongoing software updates, enhancements, and software maintenance at no cost.
- d) Monthly subscription pricing includes all wireless and data fees
- e) IntelliShift offers virtual training at no cost. We provide documentation guides within the platform, as well as the ability to provide directly for distribution. Onsite, local training is also available.
- f) IntelliShift offers installation with our own technicians, who work for IntelliShift, resulting in premium service and quality assurance. This is a key differentiator vs other providers, who use third parties.
- g) IntelliShift has no cellular activation or deactivation fees

**1.2 Current SCWA Vehicle Fleet Operations** – IntelliShift has reviewed and can meet the tracking of the vehicles within SCWA fleet. We currently have our hardware installed and successfully tracking in real-time.

**2.2 AVLS Software Functionality and Reports** – IntelliShift has reviewed and confirmed to meet all software functionality and report requirements. Further Detail can be found below.

- a) IntelliShift provides user parameters to support user-adjustable parameters, enabling Admins to configure system functions. Adjustments are all effective immediately.
- b) IntelliShift provides account administrators with the ability to adjust parameters at an account level.
- c) IntelliShift logs all parameter changes

- d) IntelliShift provides ongoing software upgrades at no cost. We provide configuration and product updates over the air (OTA)
- e) Output capabilities are accessible for both display and printing. We provide the ability to have PDF, Excel (multiple formats), etc
- f) IntelliShift meets and exceeds the reporting availability of all reports listed in Table 1. Users can access real time reports, schedule reports, and provide export capabilities listed in the RFP. If custom reports are required, IntelliShift can provide a cost of 'professional services' to meet the request
- g) IntelliShift provides the ability for accident analysis, including speed, and duration of overage at time of accident. We also provide AI Video technology to get footage of the accident, which has been extremely valuable in exonerating against false claims
- h) There are a number of alerts offered, including the ability to receive via email or SMS text. IntelliShift offers alerts for all items listed within the RFP
- i) Dashboards are available for users, showing SCWA vehicles categorized through a hierarchy, including the ability to filter to specific departments, locations, etc.

## Reporting Overview

IntelliShift provides a multitude of reports to provide Suffolk County Water Authority reliable data to gain valuable insight to their fleet performance and identification of operators driving their assets. We provide ad-hoc reports with the ability to set up scheduled reports and alerts to be emailed to specific users. These are all customizable based on the preferences set forth by the user. As your current Telematics and GPS provider, we will maintain all current functionality you currently use including but not limited to

- Weekly reports, in Excel format, that quantifies total idling time per vehicle
- Daily reports, in Excel format, that quantify total idle minutes, total minutes driven, average speed driven, top speed driven, and total non-use minutes
- Daily reports, in excel format, that list all vehicles that left selected geographic boundaries (geofence)
- Monthly reports, in Excel format, that display an audit trail of the system which outline all changes and identifies the user that initiated the change
- Ad-hoc reports that display a vehicle's route and stops, and duration of said stops
- Ad-hoc reports display all vehicles that either stops at or drives by a certain location. Said location may be specified by either street address or lat/long coordinates, but need not be a system landmark
- Real time e-mail alerts, based on operating parameters selected by the SCWA, for speeding, idling, geofencing, and odd hour movement
- Ability to output all data in Excel, Word and PDF formats
- Beginning and end of day reports, maximum speed reports, idle reports, geofence and landmark reports

## List and Description of Available Reports

### Real Time Reports

- Stops with Options Report- Displays the time, location and length of stops exceeding the stop threshold (Show Route will show the driving between the stops, Show Idle displays all of the idle events exceeding the supplied threshold, and show geofence will display vehicles stopping within Geofences). Note that stops may take up to 10 minutes to become available for same day reports.
- Speeding Report- Displays the time and location for all speeding occurrences exceeding a defined High-Speed limit or a threshold above the posted speed limit.
- Events Report-Displays the time and location for all events recorded by the GPS telematics device
- Fleet Status Report- Displays the Most Recent information on the Asset, Assigned Operator, Location and Asset Status.
- Geofence Violations Report- Displays the time of any occurrence where a vehicle enters, exits, or drives within the selected Geofence or Geofence Category. As well this report allows the user to set defined speeds to identify assets that have exceeded user-defined speeds within the Geofence / Geofence Category.
- Accelerations Events Report-Displays all hard braking, rapid acceleration, and harsh turning events. With regard to G-forces, our system specifications align with several insurance institute studies. However, each of the assets is specifically calibrated to fall within the specifications of the class of the asset.
- Fuel Card Activity Report- Displays Fuel Purchases by Asset, Operator, or Individual Fuel Card. This report will provide each transaction Date, Location, Product, Price, and Quantity along with the Total Purchase Amount.
- Excessive Fuel Report- The report will provide the ability to know if more fuel was purchased than the asset's tank allows. For Example, if an asset has a 20-gallon tank and Mr. Smith purchased 23 gallons of fuel on 01.01.2020, it will show in the report with the asset name, address, and how many gallons were purchased.
- Non-Responsive Unit Report- This report provides the ability to identify assets that are not reporting to Silent Passenger beyond the defined threshold. This displays the Asset Name, Last Reported Date, Last known location, Operator Name, and Branch.
- Asset Location Search Report- Displays the time a vehicle was at a specified landmark, street, city, state or zip.
- Asset Not at Fuel Location- This report will provide the ability to see if a vehicle was not at the fuel station at the time of the fill-up. If an asset is shown on the report, it will compare the date, amount, product, gallons, fuel location name, asset name, and the location of the asset in comparison to the fuel station's locations.
  - To calculate the vehicle not being at the fuel location Silent Passenger looks to see if the asset was within 500ft of the fuel stations address, within 90 minutes of the purchase time of the reported purchase.
- Asset Reconciliation Report- Displays which assets are currently within the selected Geofence/Geofence Category.
- Asset Service History Report- Displays the service jobs of all vehicles that were processed in the Vehicle Service module.
- Daily Mileage Report- This report displays the total miles driven by assets per day.

- GPS Data Report - Displays a report containing the Asset, Operator, Reading Time, Speed, Location, Latitude & Longitude, Event, Miles and Total Miles.
- No Movement Report- Displays the assets that have not registered any movement beyond the specified threshold in days. Displays the Asset Name, Most Recent Movement Date, Days Stopped for, and Last Known Location.
- NYS Thruway Mileage Report-Displays the total miles traveled on NY State public highways, separating toll and non-toll miles.
- Odometer Report- Displays the Asset's current Odometer.
- Trip Records Report- Displays the Asset, Odometer at the Entrance and Exit of the State, and Miles Traveled.
- Asset Fuel Consumption Report- Provides the Asset Name, Distance Traveled, Quantity of Fuel Purchased, and Fuel Consumption per distance traveled.
- Travel with Stops Report- Provides users with the Asset & Operator Name. Users will be able to see the Users Starting Locations, Start Time, Travel Time & Distance to their Stop Location (*Above the supplied Stop Threshold*), Arrival Time to the destination, Idle time and Time stopped at the location. This report will provide a summary per Asset/Operator for total travel time, distance, idle time, and time at location.

## Related Software Components:

Any computer connected to the internet may access our platform to view real time-time events and historical data. Silent Passenger is a web-based solution, you have the convenience and mobility of working from any computer, anywhere. There are no licensing fees for silent passenger.

We utilize Google Maps: an integrated set of services that provides quality geospatial data, rich imagery and dependable performance that helps organizations visualize data and provide immersive end-user experiences. Google mapping is an industry leader in providing precise views of the world through bird's eye view, street location and other 3D capabilities.

Real time Traffic is available on Town, Country, and State roads. Real-time traffic updates will allow your dispatchers to make effective and efficient decisions when routing your department vehicles. Stay ahead of the game by knowing about congestions, bottlenecks and road closures before sending vehicles out.

## Technical Requirements – GPS Hardware

IntelliShift has supplied service-proven products of computer and communication equipment manufacturers. Established third-party hardware and software suppliers, and our own baseline product offerings which meet or exceed the functional requirements of this specification.

In the event of hardware failure, software failure or hardware transplant from one asset to another the history of the data from the original vehicle will be maintained. IntelliShift is

capable of incorporating new hardware into a vehicle that previously contained AVL M hardware without changing the vehicle ID or starting a new database entry.

Full hardware warranty on installed equipment and labor throughout our partnership. In the event of a total loss to hardware tampering or physical damage, the replacement cost will not exceed the original hardware purchase price. IntelliShift has the right to retrieve that unit when the contract expires if the hardware is not purchased by Suffolk County Water Authority.

## Data Management

**Data Storage:** Data is stored and backed up by IntelliShift. IntelliShift takes all proper measures to ensure backup and recovery capabilities. SCWA will own the data, but IntelliShift maintains responsibility to store and manage GPS data. Further, we would allow SCWA to own their data. IntelliShift will readily have access to three (3) years of data for reporting purposes.

**Data Security:** Access to Silent Passenger will be strictly limited to designated authorized users. Each user shall receive a unique user ID; each account shall be password protected. Two levels of accounts exist, administrative and standard user. The partitioning of system functions allows the granting of access to functions based on users assigned responsibilities. This includes granting access to the entire fleet or only portions of the fleet, as determined by system administrators. These partitions include designation by department and vehicle type. Users shall only have rights to view and receive events on vehicles in their designated user groups. Each user log-in and log-off is recorded in a historical event log.

**Data Access:** IntelliShift provides access to SCWA information 24 hours a day. It will be readily available remotely. Access is available through web/internet and has no limitations to the number of department or users.

**Data Maintenance:** IntelliShift will have historical data up to 36-months available at no cost to SCWA

## Training

IntelliShift offers free ongoing virtual training throughout the lifetime of our partnership. This would include the ability for local, onsite training by our Customer Success team. In addition, to live training, we have a series of video and written training documentation in our Knowledgebase, which can be accessed by IntelliShift Users. The content provided ranges from installation to different aspects of the platform, from Administration, reporting, dashboards, alerts, etc. See the two links below to access both user and installation training sections.

- [Link to IntelliShift User Training](#)
- [Link to IntelliShift Installation Guides](#)
- URL to training: <https://support.intellishift.com/hc/en-us/categories/360002500454>

## Overview of Other Areas of Our Connected Platform Not Utilized Today

### The Connected Fleet Intelligence Platform for Safety and Operations Teams

We empower your teams to make the intelligent shift from siloed data to **one simple, powerful platform.**



**Powerful Fleet Intelligence Made Simple**

## I. AI video

### Video & Safety

Reduce Accidents & Insurance Costs

### Why use IntelliShift safety management & AI dash cams

- Reduce risk in real-time & change driver behavior
- View driver and safety scorecards to measure improvement over time
- Protect your brand and exonerate your drivers from false claims
- Immediately ship out dashcams, immediate ROI

**71%** ↓

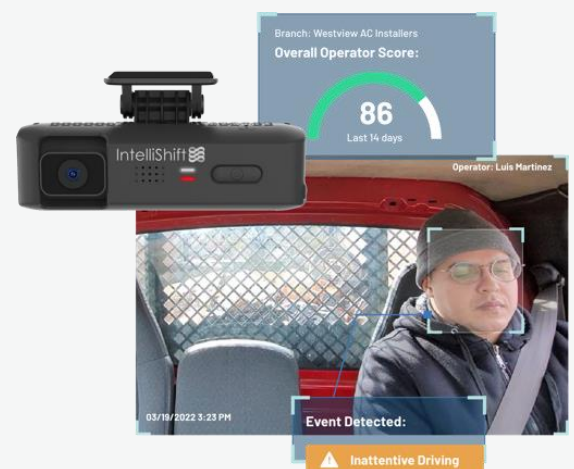
Rear-end collisions

**63%** ↓

Unsafe following distance

**60%** ↓

Speeding violations







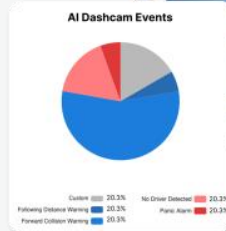
## AI Dash Cams

The driver experience

### In-cab alerts and driver scorecards

Real-time alerts and transparent safety data enables drivers to self-correct risky behaviors.

-  Inattentive
-  Following
-  Collision
-  Cell Phone



## II. Inspect

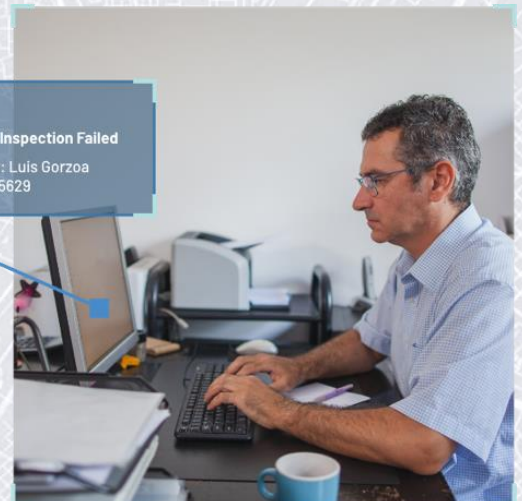
### Inspect

Digitize Pre and Post Trip Inspections

### Benefits of Inspect

- Easy & Streamline inspections for drivers.
- Improve inspection and compliance accuracy
- Quicker access to maintenance and ELD logbook data.
- Reduce vehicle downtimes
- Improve CSA scores

**New Alert:**  
 **Pre-Trip Inspection Failed**  
 Operator: Luis Gorzoa  
 Asset: #5629

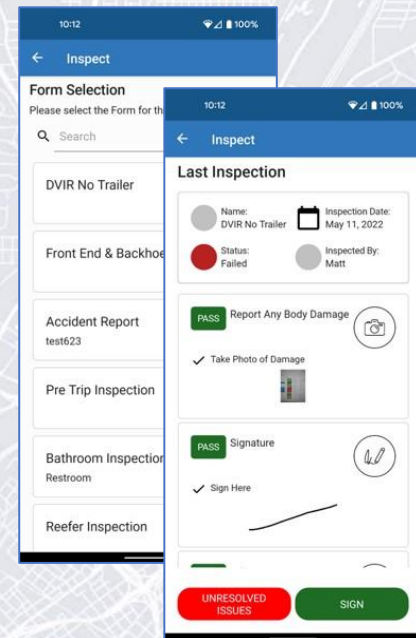




Digitize Pre and Post Trip Inspections

## In the Field: Inspect Mobile App for Drivers

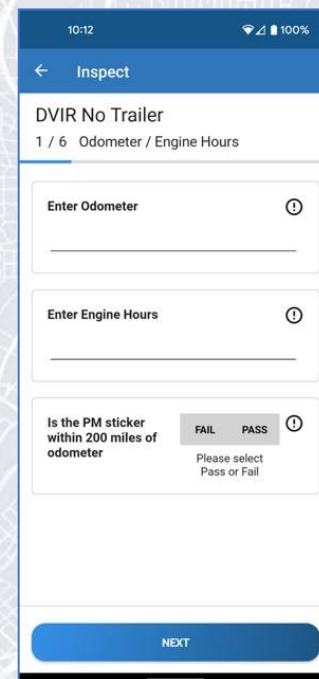
- Digital inspection app that streamlines daily inspections and maintenance initiation
- Step by step process ensures inspections are done right
- Gain visibility into inspections with digital reporting and compliance dashboards


Digitize Pre and Post Trip Inspections

## In the Field: Inspect Customizable Checklists

- Create unique checklists specific for your fleet and asset types
- Implement custom rules, checkpoints and proof-of-inspection requirements

### III. Fuel Card Integration

Fuel Management

## Fuel management reporting

- Identify fuel trends
- Understand aggregated fuel data
- Make better fuel management decisions



Fuel Management

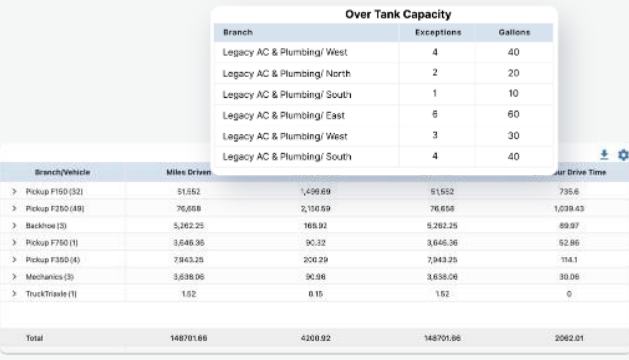
## The data you need for fuel management

Snapshots help you visualize big-picture fuel metrics in context

**Aggregate and instantly understand fuel data**

- total spend & detailed usage
- efficiency & CO2 emissions
- excessive fuel purchases
- fuel location discrepancies

**At-a-glance, see usage trends and changes**



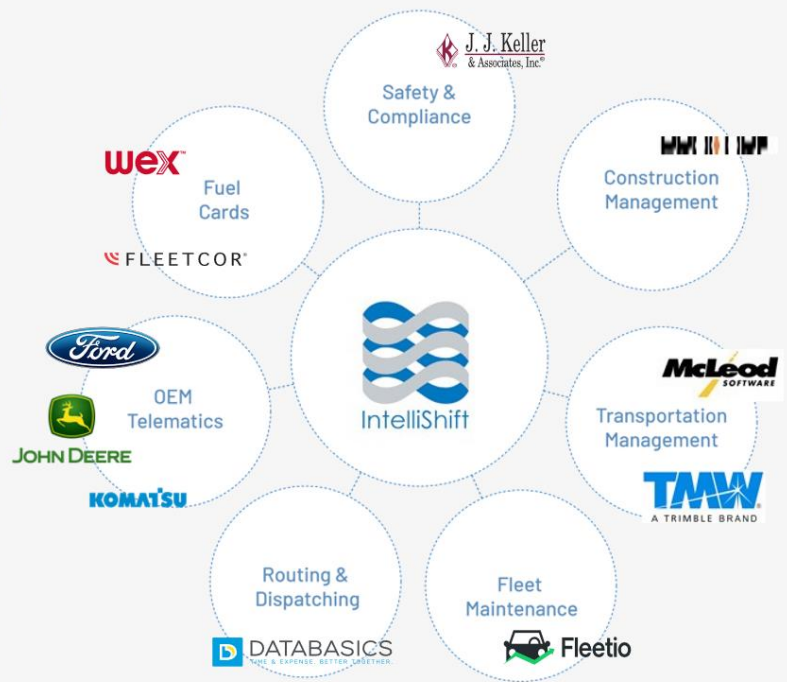
76

## IV. Integration and Partners

Consolidated Data

### Integration Partners

Building the Connected Fleet  
Intelligence Platform  
you need.





**EXHIBIT A1**

**Suffolk County Water Authority  
Disclosure Form**

1. Vendor's Name IntelliShift

Address 152 Veterans Memorial Hwy

City and State Commack, NY Zip 11725

2. Type of Business: ☐ Corporation ☒ Partnership ☐ Sole Proprietorship ☐ Other

3. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, members, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County Water Authority. (Attach additional sheet if necessary.)

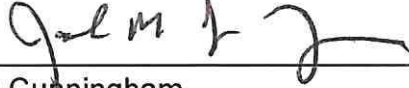
<u>John Cunningham</u>	<u>5 Hadden Ct Hauppauge, NY 11788</u>
<u>Karen Cunningham</u>	<u>5 Hadden Ct Hauppauge, NY 11788</u>
<u>Michael Burdick</u>	<u>688 Mystic View Laguna Beach, CA 92651</u>
<u>David Stienes</u>	<u>2929 Arch St, Philadelphia, PA 19104</u>

4. List all names and addresses of those individual shareholders and members holding more than five percent (5%) interest in the Contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County Water Authority. (Attach additional sheet if necessary).

<u>John Cunningham</u>
<u>Karen Cunningham</u>

5. Remedies. The failure to file a verified public disclosure statement shall constitute a material breach of Contract.

6. **Verification.** This section must be signed by an officer or principal of the Vendor authorized to sign for the company for the purpose of executing Contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: 8/30/23 Signed:   
Printed Name of Signer: John Cunningham  
Title of Signer: CEO

Name of Vendor: Intellishift



**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Within New York State)**

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

On the 30 day of August in the year 2023 before me, the undersigned, personally appeared John C. Cavanaugh personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Tiffany Marie Curry  
(Signature and office of individual taking acknowledgement)  
(Notary Public)



**UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT**  
**(Without New York State)**

STATE OF \_\_\_\_\_ ) ss.:  
COUNTY OF \_\_\_\_\_ )

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

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)

\_\_\_\_\_  
(Signature and office of individual taking acknowledgement)  
(Notary Public)



**EXHIBIT A**

**FORM OF OFFERER DISCLOSURE OF PRIOR  
NON-RESPONSIBILITY DETERMINATION**

**CONTRACT NO.** 1613

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

IntelliShift

Address: 152 Veterans Memorial Hwy Commack , NY 11725

Name and Title of Person Submitting this Form: John Cunningham CEO

Contract Procurement Number: 1613

Date: 8/30/23

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

(Please circle): ☒ No ☐ Yes

If yes, please answer questions 2 thru 4:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law 139-j?

(Please circle): ☒ No ☐ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Government Entity?

(Please circle): ☒ No ☐ Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

**Governmental Entity:** \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_  
(Add additional information on reverse if necessary)

**All questions must be answered**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

(Please circle): ☒ No ☐ Yes

If yes, please provide details below:

Governmental

Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Add additional information on reverse as necessary)

6. Has any agency, including, but not limited to, the New York State Department of Labor, found you to be in violation of, or are you currently under investigation for, failure or the alleged failure to comply with the laws, rules or regulations requiring you to pay prevailing wage and supplements for any public work you or your firm has performed, for the failure or the alleged failure to comply with the laws, rules or regulations concerning the employment of children, or the failure or alleged failure to pay wages, or unemployment insurance tax payments within the past five years?

(Please Circle) ☒ No ☐ Yes

Offerer certifies that all information provided to the Suffolk County Water Authority with respect to State Finance Law 139-k is complete, true and accurate.

By: John Cunningham Date: 8/30/23

Signature: 



**EXHIBIT B**

**AFFIRMATION OF UNDERSTANDING AND COMPLIANCE**

**CONTRACT NO.** 1613

Contract Number Related to Offer: 1613

IntelliShift hereby affirms that it has read and understands the Suffolk County Water Authority's guidelines regarding its policy concerning Contacts during an Authority Procurement, and agrees to comply with SCWA's procedures relating to this policy during the SCWA procurement.

Date: 8/30 / 2023

Name of Officer: John Cunningham

Address: 152 Veterans Memorial Hwy Commack , NY 11725

 CEO  
Name and Title of Person Signing the Affirmation

EXHIBIT C



**Insurance Carrier or Agent's Acknowledgement**

Project Description: Contract No. 1613 - \_\_\_\_\_  
Automated Vehicle Location and Monitoring System (AVLM)

Your Insurance Carrier or Agent must complete the Form below. You must complete the Bidder's Acknowledgment. This Form shall be returned with the Bid submission.

Insurance Agent: Willis Towers Watson Northeast, Inc  
NAME OF FIRM  
Address: 200 Liberty Street, 6th Floor, New York, NY 10281  
Email: Robert.Fry@wtwco.com  
Fax No.: \_\_\_\_\_ Phone No.: 610.651.8267

Please review the SCWA insurance requirements contained in this Contract which are listed in the Instructions to Bidders. Confirm that you have read these specific requirements (pay particular attention to required limits) and that you are complying with them by placing a check in the appropriate box.

- ☒ Automobile Liability
- ☐ Material is Delivered by common carrier
- ☒ General Liability
- ☒ Excess Liability
- ☐ Vendor's Endorsement
- ☐ Worker's Compensation
- ☐ Owners and Contractors Protection Liability (OCP)
- ☐ Professional Liability Insurance
- ☐ Builders Risk or Installation Coverage Floater
- ☒ Crime

We have reviewed the insurance requirements set forth in the above proposed contract and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Dated: 8/28/2023

Sign: \_\_\_\_\_  
Authorized Insurance Agent or Representative

Print Name: Robert J. Fry III

**BIDDER'S ACKNOWLEDGMENT**

The Bidder herein acknowledges that he/she has reviewed the insurance requirements within this Contract and has considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required as per the Contract, if awarded to the Bidder, at no additional cost to the SCWA.

Sign: \_\_\_\_\_  
Officer of Company

Print Name: John Cunningham

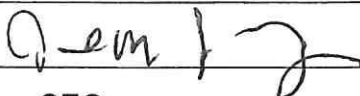
(Failure To Have This Form Properly Filled Out and Signed by The Insurance Agent as Well as The Bidder May Result in Your Bid Being Considered Non-Responsive.)

## EXHIBIT D



## CONTACT INFO.

**AUTOMATED VEHICLE LOCATION AND MONITORING SYSTEM (AVLM)  
RFP NO. 1613**

Name:	John Cunningham
Signature:	
Title	CEO
	PRINT OR TYPE NAME OF PERSON SIGNING PROPOSAL

## PLEASE CHECK IF APPLICABLE

- ☐ MINORITY OWNED BUSINESS  
☐ WOMAN OWNED BUSINESS

Company Name:	IntelliShift
Company Address:	152 Veterans Memorial Hwy Commack , NY 11725
Contact Person for Proposal Follow-Up:	Kyle Ulaszek
Business Contact Telephone:	631-670-1677
Cell Number:	847-345-3124
E-Mail Address:	Kyle.Ulaszek@IntelliShift.com
Fax Number:	N/A

\* This page must be fully completed\*



## Executive Summary and Signature Page

Attached please find our proposal for RFP No. 1613 Automated Vehicle Location and Monitoring (AVLM). Upon careful review of the technical requirements, scope of the project, requirements within the partnership and terms and conditions of the RFP, we acknowledge the ability to agree and fulfill all.

We are happy to participate in this RFP and look forward to having the opportunity to continue our successful partnership together. Our connected solution meets the technical, hardware, software and data requirements. Our solution further provides the flexibility to grow into further value with our AI Video, Fleet Maintenance and Electronic Inspection technology. We would like to request a date to present our solution and highlight the competitive and partnered advantages IntelliShift has to offer.

Some of our specific qualifications include:

- Partnered with and provided telematics services to Suffolk County Water Authority since 2007
- Ability to track vehicles and provide Driver ID technology to fit SCWA solution needs
- Offer AI Video, without replacing current hardware setup to enhance your safety operations for future needs of SCWA
- IntelliShift is already installed in SCWA fleet, reducing vehicle downtime and cost for change management for user's implementation and learning a new solution
- Partnered with over 40 municipalities in New York
- Dedicated account management and local customer support
- Open APIs allowing us to partner with software providers and share data
- 50+ current users accessing the platform
- Excellent hardware health rate of 97% with consistent

As the Founder and CEO, I am the authorized Executive to legally bind the agreement between IntelliShift and Suffolk County Water authority. I hereby recognize the pricing that is proposed within this formal response and authorize pricing shall be valid throughout the entirety of the RFP process.

## Individuals Authorized to Make Representations of Behalf of Proposer

John Cunningham, Founder and CEO, 631-492-1144, [John@IntelliShift.com](mailto:John@IntelliShift.com)

Jeff Cohen, Chief Revenue Officer, 203-952-9069, [Jeff.Cohen@IntelliShift.com](mailto:Jeff.Cohen@IntelliShift.com)

Title: CEO

Signature: *John Cunningham*

Date: 8/30/2023



Below are links to training documents requested Within the RFP. IntelliShift offers both written and video-based training documents on installation, user manuals, administration configuration, reporting and how to schedule reports, dashboards and more.

### Installation Documents

- GenX6 hardware installation [https://support.intellishift.com/hc/en-us/article\\_attachments/360101058753](https://support.intellishift.com/hc/en-us/article_attachments/360101058753)
- GenX6 hardware installation with Driver ID <https://support.intellishift.com/hc/en-us/articles/360041195154-IntelliShift-VG-6-Installation-Guide-with-Driver-ID>

### User Manual Training Guides

- Silent Passenger Training on Map, Reports, Dashboards, etc <https://support.intellishift.com/hc/en-us/sections/360006637674-Silent-Passenger>
- Training Videos on different modules of the platform (Fuel management, Inspect, vehicle service, AI Video, etc.) <https://support.intellishift.com/hc/en-us/sections/360007225673-Training-Videos>
- PTO monitoring <https://support.intellishift.com/hc/en-us/articles/360049243114-PTO-Monitoring>

### Report and Report Generation Documents

- Creating a scheduled report <https://support.intellishift.com/hc/en-us/articles/360039126113-Creating-a-Scheduled-Report>
- Report Logs <https://support.intellishift.com/hc/en-us/articles/1500011208582-Report-Logs>
- Real Time Reports <https://support.intellishift.com/hc/en-us/articles/360063847593-IntelliShift-Real-Time-Reports>

### Administration

- Administration Overview ranging from assets, setting permissions for users, creating and managing branches, and more <https://support.intellishift.com/hc/en-us/articles/360042213294-IntelliShift-Administration-Overview>
- Release Notes <https://support.intellishift.com/hc/en-us/sections/360008766174-What-s-New>

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

DATE: October 13, 2023

TO: Jeffrey Szabo, Chief Executive Officer

FROM: Michael Litka, Chief Technology Officer, Steven Galante, Director of Information Technology, Donna Mancuso, Deputy CEO for Administration, Christopher Cecchetto, Chief Financial Officer

SUBJECT: **Change Order Form for SAP SuccessFactors**

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This Change Order is to reschedule the ongoing SAP SuccessFactors implementation back into one phase with a planned testing end date of October 31, 2023. In addition, to cover services rendered since the last agreement for the period June to October 2023. The projected completion of the project is scheduled for April 2024. Attached is the change order for your review.

We are requesting the above referenced change order agreement for a cost of \$423,351 with EPI-USE America, Inc.

Additionally, we would like to request that this be presented to the Board Members for their approval at the next meeting on October 19, 2023.

If you have any questions regarding the above, please do not hesitate to contact us.

Change Order No.: SCWA 005 V4

Statement of Work Name and Number	Statement of Work Date	Contractor
Statement of Work: SCWA Employee Central, Employee Central Time and Employee Central Benefits Implementation	June 3, 2021	EPI-USE America Inc.
<b>Change Order Description</b>		
<p>This Change Order is to reschedule the implementation back into 1 Phase with a planned Testing end date of <b>October 31, 2024</b>. In addition, approved SCWA Change Control Board (CCB) changes will be added to the scope of the project. Below are the changes that need to occur to meet this new schedule.</p> <p><b>The reasons for the schedule changes are:</b></p> <ul style="list-style-type: none"><li>▪ SCWA indicated that they would prefer for the functionality to go-live at the same time now that they are more familiar with the installed solution.</li><li>▪ SCWA does not want to maintain temporary workarounds that would have been necessary to facilitate a 2 Phase go-live. Some Modules (Employee Central, Payroll Control Center and Workzone) have been stable with very few defects logged or enhancements requested since the Proposed go-live of Phase 1.</li><li>▪ EC Benefits and EC Time playbacks and unit testing have identified business critical requirements and processes that should be updated and moved from on-premises to Employee Central.</li><li>▪ EC Time Playback were delayed due to changing requirements and understanding of system functionality.</li><li>▪ High turnover rate and availability of critical SMEs impacting playback and unit</li></ul>		

testing schedule.

- Functional modules require concurrent business functional support that cannot be met within the current schedule and SME availability.
- SCWA requested a separate CR to complete Systems Integration Testing 2 (SIT 2) and Parallel Payroll 2 (PP2) by end of October. (This CR)
- A Separate CR will be provided to drive the project to go-live.

## Out of Scope

- This CR is to provide a baseline implementation that does not include enhancements that have been discussed but not approved by the CCB. If any of these enhancements are approved by the CCB, then a new CR will be submitted to include these items.
- Custom developments for the following items have outside the scope of this CR.
  - COBRA (No Standard Solution available in SuccessFactors. Custom Development)
  - Parental Leave (Custom Solution required)
  - Disability Calculator (Custom Solution required)
  - FMLA Tracking (Possible change to current configured solution needed)
  - ACA (Newly Provided Functionality in EC benefits require custom Integration to SAP Payroll)
  - Update the time recording system (TCP) with new vendor XXX

## Objectives for New Schedule

- Provide sufficient time to configure, playback, and unit test additional scope

items.

- Provide time to complete the work to the end of October with the goal of completing SIT 2 and PP2.
- Enable the Business users to test and review the entire system functionality in a consolidated test phase.

The new schedule is displayed in Appendix A – High Level Timeline.

## Additions to Plan

- Extended project timeline by 2 months and associated consultants to support this effort.
- Extended Product leases.
- Extended Project Management.
- Additional Pay Parallel 2 that was previously removed.
- Additional enhancements/requirements that are documented in each functional section below.

## Reductions to Plan

- None

All assumptions, terms, and conditions from the SOW will remain in place unless expressly changed by this Change Order.

## 1. IMPLEMENTATION SCOPE

This change request will incorporate the entire scope of the implementation from the original SOW, all previous change orders plus including this change order. The goal is

## Change Order Form

to make it clearer what the new scope includes. Scope items added as part of this Change Request will be highlighted in yellow and will reference to the associated Change Control Number (CC-xxx) that was approved by the CCB. The approved CCB list can be found in Appendix C.

The table below provides the new scope for each component with the CCB approved enhancements **plus enhancements that were identified in the Defect Log, and enhancements incorporated during playback sessions.** This Section replaces the scope sections from the SOW and subsequent CRs. The Scope highlighted in this section constitutes all items considered in scope. Items not mentioned here are not in scope even if they have not been explicitly excluded. The Scope in this section should be considered in conjunction with the approved and Signed off Workbooks for each module since these workbooks contain more specific requirement details.

Component	Detailed Scope
EC	<ul style="list-style-type: none"> <li>Employee Central (EC) Workbooks and Data Migration</li> <li>Two (2) iterations of configuration</li> <li>Enablement of Employee Central (EC) and Standard Reports Imported</li> <li>Foundation Objects (e.g., Legal Entity, Division, Location, Department)</li> <li>Compensation Elements (e.g., Pay Grade, Pay Scale)</li> <li>Employee Profile - Employee and Manager Views</li> <li>Position and Job Elements (e.g., Position Org Chart, Job Classification)</li> <li>Employee Master Data Portlets</li> <li>Biographical Data</li> <li>National ID (SSN)</li> <li>Address Info</li> <li>Personal Info</li> <li>Contact Details</li> <li>Emergency Contact</li> <li>Dependents</li> <li>Job Information</li> <li>Compensation Information</li> </ul>
EC (cont.)	<ul style="list-style-type: none"> <li>Email Info</li> <li>Recurring and Non-Recurring Pay</li> </ul>

# Change Order Form



Component	Detailed Scope
EC (cont.)	<ul style="list-style-type: none"> <li>• Recurring and Non-Recurring Deductions</li> <li>• Payment Details (Bank Information)</li> <li>• Event and Event reasons</li> <li>• Employee Central Role Based Permissions – 7 standard, 3 custom</li> </ul> <p><b>Standard Delivered Roles:</b></p> <ul style="list-style-type: none"> <li>• Super Admin</li> <li>• Employee – On Others</li> <li>• Manager Self Service</li> <li>• HRBP</li> <li>• HR Admin</li> <li>• Employee Self Service</li> <li>• SFAPI – Technical Role for Integration</li> <li>• Employee Central Event and Event Reasons</li> <li>• Custom Tables/Objects – up to 3</li> <li>• Business Rules to update/default data – Up to 50</li> </ul> <p><b>The implementation will include the following platform configuration, if required:</b></p> <ul style="list-style-type: none"> <li>• Configure service-wide settings such as password policy</li> <li>• Set up of home page quick tiles</li> <li>• Set up of Home page cards</li> <li>• Set up of Birthday/Anniversary Notification</li> <li>• Theme manager settings for Home page</li> <li>• Logo/Background pictures for Home page</li> <li>• Enable standard Employee Central dashboards and reports</li> <li>• Base product features such as user management and administration</li> <li>• Activation of US English language pack</li> <li>• Configuration of Employee Profile</li> <li>• Reports to display information from Employee Profile</li> <li>• Standard Employee Profile background information</li> <li>• Education</li> <li>• Honors/Awards</li> </ul>

# Change Order Form

Component	Detailed Scope
EC (cont.)	<ul style="list-style-type: none"> <li>• Volunteer involvement</li> <li>• Certifications</li> <li>• Courses</li> <li>• Work Experience within the company</li> <li>• Previous Employment</li> <li>• Language Skills</li> <li>• Professional Membership</li> <li>• Mashup Screens will be activated for information not stored in EC, e.g., Paystub, Taxes and Garnishments</li> <li>• Custom portlets configuration               <ul style="list-style-type: none"> <li>• Grievances NA (0102) (design change to accommodate data)</li> <li>• Disciplinary measure (0545) (design change to accommodate data)</li> <li>• Union bids</li> <li>• Company property</li> <li>• SCWA Temporary Location Details                   <ul style="list-style-type: none"> <li>• Probation period 2 &amp; 3 notifications</li> <li>• Historical portlet design - Custom portlet for Historical information from On-Prem</li> <li>• Job Info</li> <li>• Position</li> <li>• Comp info</li> <li>• Position management - custom fields and auto propagation to jobs</li> <li>• Notes - Custom fields with notes options can be provided depending on how many fields are required</li> </ul> </li> <li>• Basic pay</li> <li>• Planned working time</li> <li>• Actions-Position Change</li> <li>• Organizational Assignment</li> <li>• Objects on Loan (company equipment)</li> </ul> </li> <li>• Job Code - FLSA status; EEO4 category and linked to job</li> <li>• Employee title mapped to position title, display on the banner</li> <li>• Ability to see both hourly and annual salaries – Automated calculation based on the working hours for 37.5 and 40</li> </ul>

# Change Order Form

Component	Detailed Scope
EC (cont.)	<ul style="list-style-type: none"> <li>• Dependents covered under both spouses cannot have the same social security number</li> <li>• Progressions – Automatic progressions for pay scale objects using - Grade step progression</li> <li>• Employee Profile Portlets - modifications or changes - Additional modifications or changes to Courses, Job classification, Job Information, Employment Details</li> <li>• Employee profile background information - Courses &amp; Certifications – field level and picklist changes.</li> <li>• Comp Info - Add new fields to the portlet (Pay Scale Type/ Pay Scale Area/ Pay Scale Group/ Pay Scale Level); Auto propagation rules/ cross portlet information from job info to/from comp information</li> <li>• EC Test Scripts – write 74 test scripts for EC testing</li> <li>• Company Code Pine Barrens</li> <li>• Employee status on employee profile</li> <li>• Auto update probation date and status for all new hires</li> <li>• Annual salary calculation</li> <li>• Copy address functionality on dependents portlet</li> <li>• EC reporting- 7 custom reports are generated</li> <li>• Employee profile photos</li> <li>• Employee Badges</li> <li>• Retiree and Surviving spouse</li> <li>• New employee ID series for Surviving spouse</li> <li>• Default mandatory job information details for surviving spouse</li> </ul> <p><b>The following items are out of scope:</b></p> <ul style="list-style-type: none"> <li>• Contingent work force - Functionality to support employees who are retired and work part-time</li> <li>• Story Reports feature in EC</li> <li>• Additional email notification and alert customization templates for workflows</li> <li>• Work Eligibility (Work permits portlet enabled)</li> <li>• Employee Central Workflows – 6 standard, 3 custom</li> <li>• Standard Delivered Workflows include:</li> </ul>

# Change Order Form



Component	Detailed Scope
	<div><div>a. Submitter &gt; HR Admin &gt; Manager</div><div>b. Submitter &gt; Manager &gt; HR Admin</div><div>c. Submitter &gt; HRBP &gt; Manager’s Manager</div><div>d. Submitter &gt; HR Admin</div><div>e. Submitter &gt; Manager</div><div>f. Submitter &gt; Manager &gt; Manager’s Manager</div><div>• Activation of mobile for EC</div></div>



<div>Workzone</div> <div>(No changes)</div>	<ul style="list-style-type: none"><li>• Workzone Activation - This includes Basic functions and integration to EC Time and EC Benefits as agreed to during the Explore phase.</li><li>• Includes Single Sign-on<ul style="list-style-type: none"><li>- Platform Setup</li><li>- Migration of JAM to Work Zone for SuccessFactors</li><li>- User Provisioning</li><li>- IPS Setup</li><li>- IAS Setup</li><li>- Activation and Base Configuration</li></ul></li><li>• Integration Cards<ul style="list-style-type: none"><li>- Activities - A list of your prioritized Continuous Performance Management activities with their names, last update dates, and statuses.</li><li>- Curricula Status - The overall status of the learning curricula assigned to you.</li><li>- Development Goals - A list of your development goals with name, due date, and status.</li><li>- Learning Approval - Learning requests that are pending your approval</li><li>- Learning History - A list of the courses that you have completed in SAP SuccessFactors Learning</li><li>- Learning Plan - A list of the courses that are assigned to you or you've signed up for in SAP SuccessFactors Learning.</li></ul></li><li>• My Profile - A basic overview of your job, organization, and company information, including job title, manager ID, HR contact, and cost center ID.</li><li>• Org Chart - A list of your direct reports with basic information, such as job title and phone number. If you don't have any direct report, your peers are displayed on the list.</li><li>• Pay Statement - Navigation to your pay statement for the latest pay period.</li><li>• Performance Goals - A list of your performance goals with name, due date, and status.</li><li>• Spot Award - Your redeemable balance and a list of your received spot awards.</li><li>• Success Factors Home Page - A card that embeds the SAP SuccessFactors home page.</li></ul>
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<b>Workzone (cont.)</b>	<ul style="list-style-type: none"><li>• Time Off - Your available time off balance and the nearest time off.</li><li>• Vaccination Status - A report of employee vaccination status.</li><li>• Guided Experiences</li><li>• Return to Workplace (Admin)-As an administrator or HR, you can use this guided experience to plan a safe return to the workplace for your company employees.</li><li>• Return to Workplace (Employee) - The employees selected to return to the workplace can use this guided experience to ensure their safety before their return.</li><li>• Spot Award -Use this guided experience to give monetary or non-monetary awards to your colleagues based on a specific contribution or performance.</li><li>• Microsoft Teams Integration</li><li>• Single Sign-On Configuration (SSO)</li><li>• Setup SAML SSO sign on to 1 identity provider e.g., Azure Active Directory</li></ul>
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<p><b>Employee Central Time ("EC Time")</b></p>	<ul style="list-style-type: none"> <li>• Detailed process and design workshops.</li> <li>• Configuration documentation in standardized SuccessFactors Workbook.</li> <li>• Configuration of EC Time Sheet and Time Off functionality to meet the functional requirements identified by the business.</li> <li>• Enable employees to enter their absence and attendance time via an online application.</li> <li>• Time approvers need to review and approve/ reject time off requests and time sheets. Workflows will be implemented to streamline this process.</li> <li>• Overtime will be generated on the time sheet and up to approximately fifty (50) unique overtime rules and approximately two hundred (200) overtime rules will be configured. Employees' leave balances will be displayed through an online application.</li> <li>• EC Time will produce an error if an employee submits leave, and their request exceeds the available balance.</li> <li>• Leave accruals will be set up per company policy.</li> <li>• Time Accounts will be set up per company policy.</li> <li>• Leave of Absence Time types with event reasons will be set up per company policy.</li> <li>• EC Time will provide time entries to SAP for payroll processing via Integration.</li> <li>• Mobile functionality for Time Sheet and Time Off will be activated.</li> <li>• EC Time will be setup for the United States only.</li> <li>• EC Time will be available in English only.</li> <li>• Nine (9) Holiday Calendar will be provided.</li> <li>• Configuration of standard EC Time Sheet and Time Off to include: <ul style="list-style-type: none"> <li>• up to eight (8) time profiles.</li> <li>• up to One hundred and fifteen (115) time types for attendances and absences.</li> <li>• accrual rules for each time account.</li> <li>• up to <b>two hundred (200)</b> work schedules.</li> <li>• up to ten (10) workflows for Time Sheet and Time Off approvals based on the business policy.</li> </ul> </li> <li>• all standard reports for EC Time.</li> <li>• enablement of standard mobile functionality.</li> </ul>
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<b>EC Time (cont.)</b>	<ul style="list-style-type: none"> <li>• Employee Self Service (ESS) functionality for employees to request leave, view balances, and track time.</li> <li>• Manager Self Service (MSS) functionality for managers to review time data for their teams; and</li> <li>• Role Based Permissions (RBP) updates for basic employee roles, manager roles, and HR roles.</li> <li>• Leave of absence time types with event reasons</li> <li>• Knowledge transfer to system analyst.</li> <li>• Rounding of clock time at the start and end of the shift</li> <li>• Reporting and Analytics (Canvas Reports):</li> <li>• Absence Overview</li> <li>• Time Account Overview</li> <li>• Absence Frequencies and Duration</li> <li>• Employee Time Overview</li> <li>• Time Account Snapshot</li> <li>• Employee Timesheet</li> <li>• All Time Accounts</li> <li>• Time Collector Template</li> <li>• Time Pay Type Overview</li> <li>• Time Account Payout</li> <li>• Advances Overview</li> </ul> <p><b>The following CCB Approved enhancements include their associated EC Time changes.</b></p> <ul style="list-style-type: none"> <li>• CC-014 Overtime Rules</li> <li>• CC-015 Holiday Calendars</li> <li>• CC-016 Time Profiles</li> <li>• CC-017 Time Types: Attendances and Absences: 80. Pay Time Types: 35</li> <li>• CC-018 Work Schedules</li> <li>• CC-019 Additional cost distribution field on time sheet (Pay Scale Level)</li> <li>• CC-020 Leave Balance to display on Payslips</li> <li>• CC-021 Comp Time Expiration</li> </ul>
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EC Time (cont.)	<ul style="list-style-type: none"><li>• CC-030 Enhancement update impact</li></ul> <p><b>Additional requested items included in scope:</b></p> <ul style="list-style-type: none"><li>• XXX Accrual Posting on last day of the month</li><li>• XXX Time Valuation defaults to Overtime Calculation (previously to Unclassified Leave)</li><li>• XXX Accruals stop during Personal Leave of Absence</li></ul> <p><b>The following items are out of scope:</b></p> <ul style="list-style-type: none"><li>• Fair Labor Standards Act (FLSA) Calculations will not be handled in EC Time</li><li>• Web Clock functionality – (TCP will be interfaced to ECC SAP on prem.)</li><li>• Family and Medical Leave Act (FMLA) tracking</li><li>• Advanced scheduling features</li><li>• Disability/Workers Comp/Paid Parental Leave Calculator (manual workaround available)</li><li>• Automated creation of absences (based on Leave Calculator results, etc., manual workaround available)</li></ul>
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<b>EC Benefits</b>	<p><b>EPI-USE engagement for EC benefits will include:</b></p> <ul style="list-style-type: none"> <li>• Benefit Types requirements gathering workshop.</li> <li>• Benefit type configuration - Three (3) iterations to configure the benefits. Each Iteration needs to be signed off by (Company).</li> <li>• Unit testing.</li> <li>• One eligibility rule per benefit. The eligibility rule determines if an employee is eligible for a benefit. Eligibility details to be defined in the ECB workbook.</li> <li>• One contribution rule per benefit. This rule determines the employer and/or employee contribution percentage or amount. Contribution details to be defined in the ECB workbook.</li> <li>• One workflow per benefit (Approval Process). For example, create a workflow in case an employee claims or enrolls for a benefit, the HR/Benefits Admin must approve it. Workflows details to be defined in the ECB workbook.</li> <li>• One dependency rule per benefit (if applicable).</li> <li>• Standard EC Benefits reports in the Advance Reporting tool.</li> <li>• Knowledge transfer to set up and run reports in Canvas/Advanced Reporting tools</li> <li>• Functional knowledge transfer to be able to set up benefits.</li> <li>• Client meetings.</li> <li>• Three benefit groups full time, retiree, and surviving spouse.</li> <li>• UI enhancements.</li> <li>• Life events will be automated – current manual process.</li> </ul> <p><b>The following items are out of scope:</b></p> <ul style="list-style-type: none"> <li>• The development of new functionality, extensions, or co-innovation.</li> <li>• Reports that are not in the standard application or modifications to current standard reports.</li> <li>• ACA reporting is not available in the current EC Benefit system. EPI-USE recommend using an external provider.</li> <li>• Additional Languages And / Or Translations except those identified as in scope.</li> <li>• Email notifications.</li> <li>• New SAP release functionality.</li> </ul>
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Change Order Form



<p>EC Benefits (cont.)</p>	<ul style="list-style-type: none"><li>• Support for 2024 Benefits Open Enrollment Process (SCWA will be able to add 2024 Benefits support via an AMS agreement post go live.)</li></ul>
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## Change Order Form



<b>ECC Payroll</b>	<ul style="list-style-type: none"><li>• Retain all current Payroll rules and calculations. Remediation to occur where Employee Central design (EC, EC Time, EC Benefits) requires it.</li><li>• Remove / Disable SAP Time Evaluation to ensure this does not impact the SAP Payroll solution going forward.</li><li>• Remove / Disable SAP Benefits Module to ensure this does not impact the SAP Payroll solution going forward.</li><li>• Deliver One (1) standardized, PDF pay slip, that meets US legal compliance – and that can be made available online through Employee Central. This new PDF pay slip logic will retrieve sick, vacation, and personal leave balances and display them.</li><li>• Testing and validation of Garnishment calculations (i.e., percentage or amount)</li><li>• Testing and Validation of Tax calculations — for active tax authorities only (Active will mean any Authority necessary to produce accurate Tax reports at the end of the year. if a person is inactive at the time of go-live, but needs a W2 at the end of the year due to compensation in the current tax year, the authority will need to be setup)</li><li>• Testing and Validation of Retro-active calculations. No retro calculation prior to Go-Live date since no HR data can be updated in EC prior to go live.</li><li>• Implementation of Payroll Control Center (“PCC”) delivered using the EPI-USE PCC Booster. This includes 100+ pre-delivered validations and KPIs of which SCWA can select up to 70 to activate.</li><li>• Testing and Validation of Off-cycle payroll processing for Once off (Bonus type) Payments and Correction Runs — Run via Payroll Control Center. Payment replacements, Reversals and Manual Checks to be processed using existing Off-Cycle Workbench practices.</li><li>• Testing and Validation of the Payment process (ACH / Checks if applicable). No additional SAP printers will be setup as part of this project.</li><li>• Testing and Validation of General Ledger postings to the current SAP FI system.</li><li>• Quota balances will be imported and displayed on the payslips.</li><li>• Pay Statement Eval Class: Create new wage types and update eval class to store quota balance for display on PDF pay statement.</li><li>• Update PY feature HRFOR for display of PDF pay statement.</li></ul>
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<p><b>EC Payroll (cont.)</b></p>	<ul style="list-style-type: none"> <li>• NUMKR Feature updates: Update this feature to accommodate replication of org. data.</li> <li>• Update table T510F_B-M1 to USD from USD3: Currency updates.</li> <li>• Creation action reason under action type 02</li> <li>• Refund WT configuration – Configure refund wage types.</li> <li>• New EE Subgroup – Create new EE subgroup for surviving spouse replication.</li> <li>• Default payment model – Configure default of payment model ZLTD for few benefits wage types that have monthly contributions replicated.</li> <li>• Pension plan calculation – Configure pension plans calculation in payroll rules and schema.</li> </ul> <p><b>The following items are out of scope:</b></p> <ul style="list-style-type: none"> <li>• Additional Custom Reports except if it is included in the Integration section of this document.</li> <li>• Redesign of any kind that is not directly linked to the Employee Central requirements and the integration requirements to the new EC system. Examples are, but not limited to:</li> <li>• Redesign on the Tax Models.</li> <li>• Wage type renumbering.</li> <li>• Adding the capability to run time transfers and Time Evaluation from within the Payroll Control Center.</li> <li>• Develop a BADI to facilitate the continued use of ACA reporting in the ECC Payroll system. This will be end-to-end tested with the business.</li> </ul>
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<b>Technical Scope</b>	<ul style="list-style-type: none"> <li>• Integration between EC and Payroll.                             <ol style="list-style-type: none"> <li>1. Blocking of pre-FTSD termination replications</li> <li>2. Surviving spouse custom logic</li> <li>3. Termination custom logic</li> <li>4. Work Schedule Rule custom logic</li> <li>5. Pay Scale Group/Type/Area/Level custom mapping</li> <li>6. USD/USD3 currency custom logic</li> <li>7. Bank vs Check custom logic</li> <li>8. Cost Distribution and PINE Company Code custom logic</li> <li>9. Emergency Address Details custom logic</li> <li>10. Dependent Address Details custom logic</li> <li>11. User ID and EC User custom logic</li> </ol> </li> <li>• Integration between EC Time and Payroll                             <ol style="list-style-type: none"> <li>1. Timesheet export</li> <li>2. Absence export</li> <li>3. Time Account Snapshot</li> </ol> </li> <li>• Integration between EC Benefits and Payroll                             <ol style="list-style-type: none"> <li>1. Custom BenefitsIntegrationRecurringInfo - IT0014</li> <li>2. Custom BenefitsIntegrationOneTimeInfo - IT0015</li> </ol> </li> <li>• Integration between Finance and EC (Cost centers)</li> <li>• Integration Center, SAP Cloud Platform Integration, Boomi, and/ or ABAP will be used to develop custom integrations. The Integration platform will be evaluated during the Explore phase before a final decision is made. There may be a blend of different technologies.</li> <li>• Refer to <b>Appendix B</b> for a list of all custom and standard integrations/                             <ul style="list-style-type: none"> <li>▪ Interfaces not listed in <b>Appendix B</b>, are out of scope, and will be handled via the Change Order process.</li> </ul> </li> <li>• Single Sign-On authentication in the US will use SAP Cloud Platform Identity Authentication Service.</li> <li>• All employees will use the same method of authentication for access (i.e., there will be no mixture of SSO (Single Sign on) and standard authentication).</li> <li>• The following CCB Approved enhancements including their associated replication changes.                             <ul style="list-style-type: none"> <li>- CC-001 Employee Groups</li> <li>- CC-005 Position management</li> </ul> </li> </ul>
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Technical Scope (cont.)	<div><div><div>- CC-011 Upgrades in payrates</div><div>- CC-019 Additional cost distribution field on time sheet (Pay Scale Level)</div><div>- CC-020 Leave Balance to display on Payslips.</div></div><div><div>The following items are out of scope:</div><div><div>• Any Basis activities related to the SAP hosted Landscape. SCWA need to ensure there is sufficient basis support in case landscapes for Testing and Training need to be setup as per the project plan that will be developed during the prepare phase.</div></div></div></div>
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# Change Order Form



<b>Data Migration</b>	<ul style="list-style-type: none"><li>• Payroll direct uploads may need to be done for information not stored in EC (Garnishment and Tax information).</li><li>• For Benefits, only the current year's data will be converted to the EC Benefit Module</li><li>• EPI-USE to extract data from existing SCWA HR systems.</li><li>• SCWA is responsible for providing Foundation Object data as well as any data that is not directly available in SCWA HR systems.</li><li>• SCWA and EPI-USE will review and validate the data mapping sheet used for conversation.</li><li>• EPI-USE will utilize the standard Import templates from SuccessFactors and populate the data based on the data mapping sheet. Any Uploads to Payroll will utilize payroll upload templates supplied by EPI-USE.</li><li>• Any missing data identified during the upload activity will be collected from SCWA for uploads.</li><li>• Upon the data loads, EPI – USE will provide SCWA with the data extracts from the SuccessFactors system for review and validations.</li><li>• Any corrections to the data upon validation will be corrected by SCWA in the source/ existing system.</li><li>• Post correction SCWA to extract data from existing HR systems and provide the same in spreadsheets to EPI-USE for future uploads.</li><li>• Data uploads planned activity will take place for IT1 (20-25%), IT2 (75-90%), UAT and Go-Live.</li><li>• EPI-USE will not be responsible to validate the correctness of the content provided in data files.</li><li>• SCWA will be responsible for validating the contents of any extracts performed on incoming data. Any validation delays may result in additional migration effort.</li><li>• When loading historical data, it is possible that there is no valid value for a field in EC that corresponds to the legacy data value from the current SAP system. In such cases, the field will be left blank in EC.</li><li>• Historical data values converted for in scope portlets (Job Information, Position Information, Compensation Information, Union Bids, and Grievances/Disciplinary Measures) will not be connected to any linked tables or link to other EC objects – these values will just be text representations of the historical data that are intended for the</li></ul>
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<b>Data Migration (cont.)</b>	<p>purpose of viewing this data. Historical data loads into EC are not intended to replace an auditable archive of legacy SAP data.</p> <ul style="list-style-type: none"><li>• The following CCB Approved enhancements including their associated data migration changes.</li><li>• CC-002 Custom portlets</li><li>• CC-004 Load historical data EC</li><li>• CC-005 Position management</li><li>• CC-007 FLSA status/EEO4 category linked to job</li><li>• CC-009 Ability to see both hourly and annual salaries</li><li>• CC-031 Initial Load of Employee Photos</li><li>• Enhancements around the handling of Surviving Spouses</li><li>• User population Actives ~800; In-Actives ~800</li></ul> <p><b>The following items are out of scope:</b></p> <ol style="list-style-type: none"><li>a. Historical data conversion / update, except for the portlets that were specifically designed for historical data as part of this Change Order (Job Information, Position Information, Compensation Information, Union Bids, and Grievances/Disciplinary Measures)</li><li>b. Year To Date payroll results (YTD) will not be converted since the Current SAP Payroll system will be the future Payroll system.</li><li>c. Data Cleanup in legacy system.</li></ol>
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<b>Training and Change Management</b>	<p>Standard Training will be provided by Service Provider:</p> <p><u>Knowledge Transfer to Administrators and HR users</u></p> <p>Standard Training Documentation and configuration workbooks. Standard, (non-customized) end user training materials, admin guides, including Job Aids, tutorials, classroom training guides, and other materials as available on the Success Academy Portal. Training materials are provided in English, in non-editable PDF format.</p> <p>Remote final configuration walk-through of the specific SCWA process configured and how to perform all the admin related functions.</p> <p>Working session demonstrating how to use SuccessFactors Canvas reporting to develop SCWA custom reports. In some cases, sample reports will be developed as part of the demonstrating.</p> <p><u>Knowledge transfer to technical system administrators</u></p> <p>Configuration workbooks, standard admin guides will be utilized.</p> <p><b>The following items are out of scope:</b></p> <ul style="list-style-type: none"><li>• Formal Classroom training</li><li>• SCWA customized training materials</li><li>• Change Management activities. SCWA will be responsible to drive any change communication outside of the project team to the broader employee population.</li><li>• All test scripts except for 74 EC Test scripts approved by the CCB and included in the EC Scope section above.</li></ul>
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## 2. CHANGE ORDER PRICING AND PAYMENT SCHEDULE

Workstream	SOW	CR1	CR2	CR2a	CR3	CR5	Total Amount
Project Management	\$ 188,940	\$ 8,695			\$ 43,865	\$ 32,844	\$ 274,344
Employee Central	\$ 126,720	\$ 61,545			\$ 188,595	\$ 35,670	\$ 412,530
EC Time	\$ 87,500	\$ 26,425			\$ 68,425	\$ 29,050	\$ 211,400
EC Benefits	\$ 92,500	\$ 23,218			\$ 1,480	\$ 39,313	\$ 156,511
Work Zone	\$ 40,500	\$ -			\$ (15,750)	\$ 405	\$ 25,155
Payroll	\$ 154,760	\$ -			\$ (39,227)	\$ 53,465	\$ 168,998
Technical (Integration)	\$ 182,820	\$ 23,850			\$ 20,744	\$ 33,065	\$ 260,479
Data Migration	\$ -	\$ -	\$ 114,750		\$ 237,179	\$ 855	\$ 352,784
Actuals over POs through July 2023						\$ 194,184	\$ 194,184
<b>Total (Estimate)</b>	<b>\$ 873,740</b>	<b>\$ 143,733</b>	<b>\$ 114,750</b>	<b>\$ -</b>	<b>\$ 505,311</b>	<b>\$ 418,851</b>	<b>\$ 2,056,385</b>
PPC Booster	\$ 40,000	\$ -	\$ -	\$ -	\$ -		\$ 40,000
Variance Monitor*	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 2,250	\$ 5,250
QM tool*	\$ 10,000	\$ -	\$ -	\$ -	\$ 7,000	\$ 2,250	\$ 19,250
Project Landscape Extention	\$ -	\$ -	\$ -	\$ -	\$ 8,000		\$ 8,000
<b>Total</b>	<b>\$ 53,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 4,500</b>	<b>\$ 72,500</b>
*\$750 per month							

- The contract value for services for this Change Order is **\$423,351**. This consists of the Time and Material estimate of **\$418,851** and the Fixed fee components are **\$4,500**. The QM tool and Variance Monitor will be discounted at \$750/month for each product for the extra 2 months of the project schedule.
- Upon the execution of this Change Order, the Purchase Order for this SOW shall be revised and sent to Contractor.
- The PO will be set up with the applicable line number/items listed in the payment allocationtable above. It is imperative that the PO number and the applicable line number/item description appear on each Contractor invoice.

3. ACCEPTANCE AND APPROVALS

No support services associated with this SOW will commence until receipt of an authorized acceptance of this Change Request. Acceptance will be taken to confirm that all aspects of the Change Request together with pricing, terms and conditions are acceptable.

**IN WITNESS WHEREOF**, each of the Parties has caused this Statement of Work to be duly executed and signed by its duly authorized representatives to be effective as of the Effective Date.

For Suffolk County Water Authority

For EPI-USE America, Inc.

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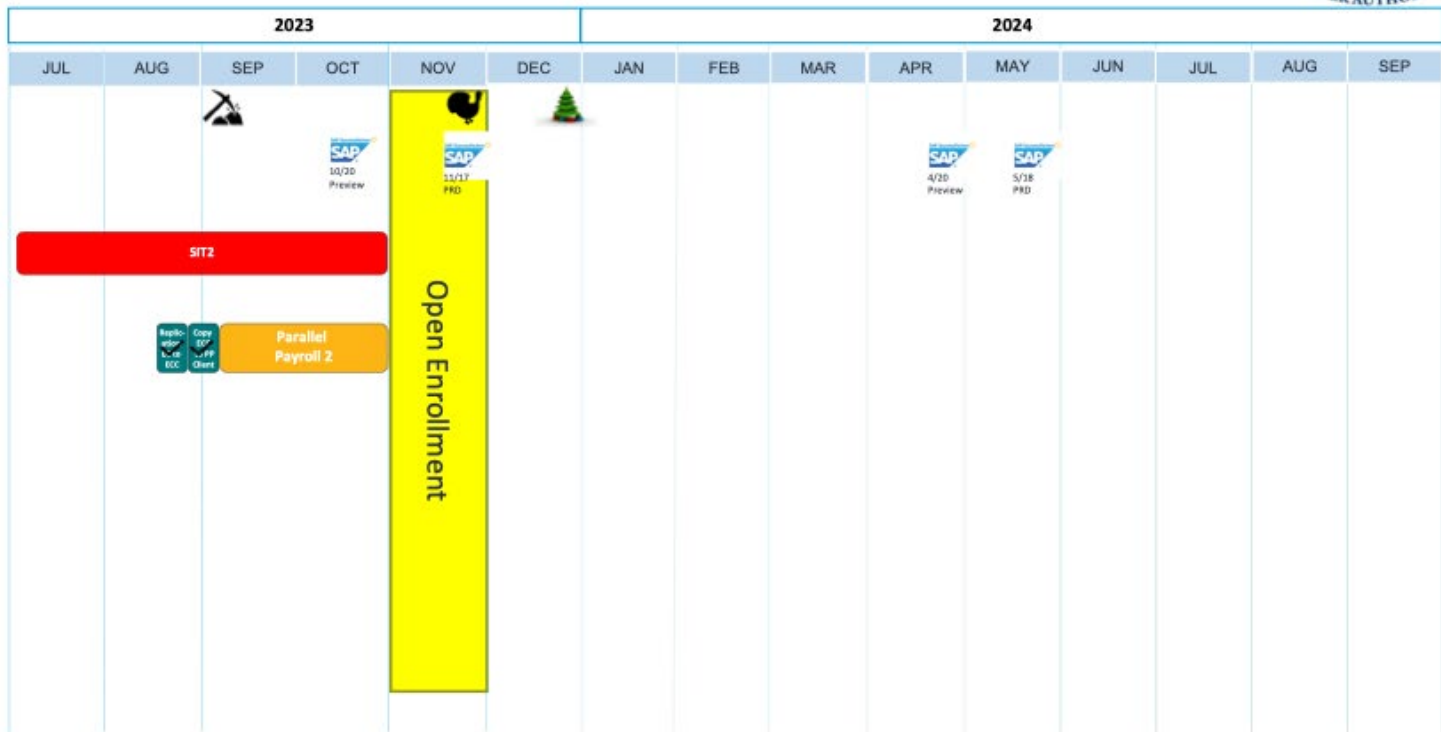
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## APPENDIX A – HIGH LEVEL TIMELINE

### SCWA Timeline CR5



# Change Order Form



## APPENDIX B (INTEGRATION SCOPE ITEMS)

Interface ID	Interface Name	Description	In Scope	New / Replace / Remove	Business Area	Source	Target	Notes
INT-001	Employee Data and Org Assignments Replication	Employee master data and organizational assignments	Yes	New	HR	Employee Central	SAP ECC	
INT-002	Organizational Object Replication	Organizational objects	Yes	New	HR	Employee Central	SAP ECC	
INT-003	Employee Time Data Replication	Employee time off data	Yes	New	HR	Employee Central	SAP ECC	
INT-004	Cost Center Replication	Cost centers	Yes	New	HR	SAP ECC/ FI	Employee Central	
INT-005	Benefits payment data	Benefits payment data	No	N/A	Benefits	Employee Central	SAP ECC	Covered as pay components in employee replication
INT-006	Employee time entries	Employee time entries	Yes	New	Time	Time Clock Plus	Employee Central	Existing ECC program - ZTCP_IMPORT_TIMECLOCK
INT-007	Employee Time Data Replication	Employee time sheet (IT2010)	Yes	New	Time	Employee Central	SAP ECC	Replicate Time Sheet Data from SAP SuccessFactors Employee Central to SAP ERP. Maps EC Time Types to Wage Types
INT-008a	Arcos - employee/payroll data	Automated call out system	No			SAP ECC	Arcos	Keep on ECC

## Change Order Form

Interface ID	Interface Name	Description	In Scope	New / Replace / Remove	Business Area	Source	Target	Notes
INT-008b	Arcos - time data, work schedules	Automated call out system	No	Keep		SAP ECC	Arcos	Keep on ECC
INT-009a	Active Directory - outbound	Employee master data - hires, changes, termination	Yes	New	Operations	Employee Central	AD	
INT-009b	Active Directory - inbound	Business email, Username (AD account name)	Yes	New	Operations	AD	Employee Central	
INT-010	Davis Vision	Vision	No	Keep	Benefits	ECC	Davis	Use existing program/process with replicated data
INT-011	Ameritas Life Insurance Company	Dental	No	Keep	Benefits	ECC	Ameritas	Use existing program/process with replicated data
INT-012	Ameriflex	FSA	No	Keep	Benefits	ECC	Ameriflex	Use existing program/process with replicated data
INT-013	Sun Life Financial	Life insurance	No	Keep	Benefits	ECC	Sun Life	Use existing program/process with replicated data
INT-014	Sun Life Financial	AD&D	No	Keep	Benefits	ECC	Sun Life	Use existing program/process with replicated data
INT-015	Sun Life Financial	STD	No	Keep	Benefits	ECC	Sun Life	Use existing program/process with replicated data
INT-016	Sun Life Financial	LTD	No	Keep	Benefits	ECC	Sun Life	Use existing program/process with replicated data
INT-017	Sun Life Financial	Dependent Life	No	Keep	Benefits	ECC	Sun Life	Use existing program/process with replicated data

## Change Order Form

Interface ID	Interface Name	Description	In Scope	New / Replace / Remove	Business Area	Source	Target	Notes
INT-018	MetLaw	Legal	No	Keep	Benefits	ECC	MetLaw	Use existing program/process with replicated data
INT-019	Terryberry	Service Awards	No		Benefits			
INT-020	NYSHIP/The Empire Plan	Medical Insurance	No		Benefits			
INT-021	NYS Deferred Compensation Plan	457 plan - pretax	No	Keep	Benefits	ECC	NYS	Use existing program/process with replicated data
INT-021	NYS Deferred Compensation Plan	457 plan - post tax	No	Keep	Benefits	ECC	NYS	Use existing program/process with replicated data
INT-021	NY State Retirement - - TIAA/CREF	Voluntary contribution	No		Benefits			
INT-021	NY State Retirement - Tiered (4-6)	Mandatory contribution - % of salary (FT EEs)	No		Benefits			
INT-022	Nationwide	Pet Insurance	No	Keep	Benefits	Nationwide	SAP ECC	Manual process
INT-023	Aflac	Cancer, hospital, and accident	No		Benefits	Aflac	SAP ECC	Manual process
INT-024	Worker's Compensation		Yes	New	Benefits			Identified as out of scope and outside standard EC Time functionality. Suggested solution included a (one-way) replication of created WC claims from SAP HCM to EC. Data will be maintained in SAP HCM. Time Off Claims can be created in EC Time and will validate against provided logic. Data can be viewed in EC through custom UI, but not entered. The additional functionalities required in this list will require further investigation. A possible solution can be to

# Change Order Form



Interface ID	Interface Name	Description	In Scope	New / Replace / Remove	Business Area	Source	Target	Notes
								use the current functionality in SAP HCM, while a report of the leave requested can be added from EC Time
INT-025	Employee demographic data	Demographic data	Yes	New	Time	Employee Central	Time Clock Plus	Existing ECC program - ZTCP_EMPLOYEEPROFILES
INT-026	Badging System	Badge ID	Yes	New	HR	ID Badging System	EC	Updates IT0105 ST 9001. Maintain in EC and populate, may be able to populate in EE replication and avoid this explicit interface
INT-027	Phone System	Business cell phone	No	Keep	HR		EC	BP phone, email, and cell phone date for both BP and Address independent
INT-028	GEO Decisions	Event notification	No	Keep	HR	EC	GEO Decisions	
INT-029	NY State 529	College savings plan (deductions)	No	Keep	Benefits	SAP ECC	NYS 529	
INT-030	Employee time balances	Employee time balances (IT2006)	Yes	New	Time	Employee Central	SAP ECC	
INT-031	Employee work schedules	Employee work schedules	No	New	Time	Employee Central	Time Clock Plus	Existing ECC program - ZTCP_DAILYWORKSCHEDULE
INT-032	ACA Reporting interface	Benefit plan and employee/dependent coverage	No	New	Benefits	Employee Central	SAP ECC	
INT-034	COBRA Benefits		No	New	Benefits	Employee Central	SAP ECC	

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## FMLA

A request has been raised during the workshops to provide an on-system solution to the current FMLA application process. In the current process flow, the FMLA Application will precede the FMLA leave request in EC Time Off.

### FMLA Process:

The required process will allow for:

1. Employee applies for their FMLA claim through an FMLA Application Form (Section on Profile Page) in EC. The employee will provide the required information and attachments as required.
2. The FMLA Application will be routed to the relevant authority (for example Payroll) who will be able to view the employee's information. The result of the FMLA Application can be indicated and additional feedback can be noted by the relevant authority. Upon submission, this will update the section on the employee's Profile Page.
3. The employee can view the result on his/her Profile Page.
4. Administrators (as required) can update the FMLA section directly without triggering an approval process, as required.
5. The employee will use the Time Off functionality to request FMLA leave. The FMLA leave request will have additional validations built in to look at the employee's FMLA Application status for the

## Change Order Form



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specific FMLA leave that is requested (Parent, Spouse, Child, Self or Self Paternity).

### **Configuration:**

The FMLA Application will be configured in SuccessFactors through Custom Objects, Object Associations, User Interfaces, Profile Portlets, Workflows, Business Rules, Permission Roles, and Permission Groups. Additional validation Rules in Time Off will reference all the fields in the Custom MDF Object(s).

Advance Reporting (Analytics) will be used for configuring the Canvas Report as specified.

The effort (costing) includes the additional workshop(s), configuration, UAT, cut-over, workbook updates and Knowledge Transfer session(s).

### **Assumptions:**

This Change Order only provides for the application and approval of the employee's FMLA claim, an action preceding the employee's FMLA leave request.

- One custom Canvas Report (Advanced Reporting) will be configured and delivered to allow for reporting on the FMLA Application data of all employees. This report will include filters based on org structures or other employee data as required.
- It will not provide for FMLA tracking once the claim has been processed. (FMLA tracking is not a functionality of EC Time.)

## Change Order Form



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- Import of historic FMLA claim data is excluded.

This Change Order is based on the feedback received during a call on 2 June 2022 where the proposed solution was explained, an (on-system) mock-up version was presented, the process flow reviewed, and examples of custom fields provided.

All assumptions, terms and conditions from the SOW will remain in place unless expressly changed by this Change Order.

## Change Order Form



### APPENDIX C – CCB LIST

CCB #	Title	Description	Business Area	Work Stream	CCB Status
CC-001	Employee Groups	Retiree and Surviving spouse	Benefits	EC	Approved
CC-002	Custom portlets	Grievances NA (0102) (design change to accommodate data) Disciplinary measure (0545) (design change to accommodate data)	HR	EC	Approved
CC-003	Probationary period notifications	Probation period 2 and Probation period	HR	EC	Approved
CC-004	Load historical data EC	Custom portlet for Historical information from On-Prem (Job Info + Position + Comp info + Union bids, Company property, Inactive)	HR	EC	Approved
CC-005	Position management	custom fields and auto propagation to jobs	HR	EC	Approved
CC-006	Notes	this is used constantly by HR to document reasons for changes made in system. Custom fields with notes options can be provided depending on how many fields are required	HR	EC	Approved

## Change Order Form



CCB #	Title	Description	Business Area	Work Stream	CCB Status
CC-007	FLSA status/EEO4 category linked to job	if not mapped will require manual entry by HR	HR	EC	Approved
CC-008	Employee title mapped to position title	Employee title has been mapped to job title – should be mapped to position title. Needs custom option – discussed with Prameela and Srini. In addition - might need to re-do data loads but will have to confirm.	HR	EC	Approved
CC-009	Ability to see both hourly and annual salaries	In current system we can see both and the system does the math – have been told that a manual calculation will have to be done by HR in EC. This is custom development.	HR	EC	Approved
CC-010	Dependents covered under both spouses cannot have the same social security number	Will result in inaccurate information.	HR	EC	Approved
CC-011	Upgrades in payrates	Upgrade pay level for a specific period of time.	HR	EC Time	Approved
CC-012	Progressions	Implement Grade step progression module	HR	EC	Approved
CC-014	Overtime Rules	Configure complex Overtime Calculations Original scope was 5.	Finance	EC Time	Approved

## Change Order Form



CCB #	Title	Description	Business Area	Work Stream	CCB Status
		50+ (unique rules), 200+ (to be configured, impacted by 20+ Time Recording Profiles)			
CC-015	Holiday Calendars	Original scope was 1. Current request 9	Finance	EC Time	Approved
CC-016	Time Profiles	Original scope was 5. Current request 8	Finance	EC Time	Approved
CC-017	Time Types: Attendances and Absences: 80. Pay Time Types: 35	Original scope was 15. Current request 115	Finance	EC Time	Approved
CC-018	Work Schedules	Original scope was 5. Current request 184	Finance	EC Time	Approved
CC-019	Additional cost distribution field on time sheet (Pay Scale Level)	Current scope stipulates no additional cost distribution fields on time sheet. Additional field on time sheet for Pay Scale Level during Upgraded Overtime, with option for Manager to change. Integration to Infotype 2010.	Finance	EC Time	Approved
CC-020	Leave Balance to display on Payslips	Scope stipulates Employees' leave balances will be displayed through an online application only. Leave Balances to display on Payslips. (Require additional configuration in EC Time and Payroll, also testing and KT)	HR	EC Time	Approved

## Change Order Form



CCB #	Title	Description	Business Area	Work Stream	CCB Status
CC-021	Comp Time Expiration	Outside of standard EC functionality, additional config required. Comp Time (In lieu of) to expire within one or two weeks after accrued.	HR	EC Time	Approved
CC-024	Employee Profile Portlets - modifications or changes	Additional modifications or changes to Courses, Job classification, Job Information, Employment Details	HR	EC	Approved
CC-027	Comp Info	Add new fields to the portlet (Pay Scale Type/ Pay Scale Area/ Pay Scale Group/ Pay Scale Level); Auto propagation rules/ cross portlet information from job info to/from comp information	HR	EC	Approved
CC-029	Test Scripts	Write 74 test scripts for EC testing	HR	EC	Approved
CC-030	Enhancement update impact	2022 H2 enhancements required security changes to existing configuration.	HR	EC Time	Approved

**SUFFOLK COUNTY WATER AUTHORITY**

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 19, 2023

**TO:** Chairman/Board Members

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

**SUBJECT:** Extension of RFP No. 1507 - Printing, Imaging and Mailing and Electronic Bill Presentment and Payment of Billing Statements  
December 1, 2023 - November 28, 2026

**EXTEND:** KUBRA Data Transfer Ltd., 3 Years

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KUBRA Data Transfer Ltd., by way of the attached amendment, has agreed to extend the subject contract for three (3) years.

Information Technology has determined an extension would be more cost effective than bidding out this contract since Kubra is already integrated into SCWA systems and has agreed to hold their current service rates firm for another three years. With all the new PCI compliance rules, a potential vendor change would result in SCWA having to re-establish account credentials plus payment method information for over 28,000 current Autopay customers. SCWA did this 6 years ago and it took 2 years to get most of SCWA's customers back on Autopay plus the 110,000 customers that receive an electronic bill, as well as the resultant extra work and calls to the Call Center.

Original contract award, December 2017, was to KUBRA Data Transfer Ltd., in the amount of \$1,051,264. Approximately \$750,000 of this original estimated award was comprised of credit card fees and other reimbursables. As of October 16, 2023, there has been \$4,442,258 paid under this contract.

KUBRA Data Transfer Ltd. currently holds one additional contract with the Authority:  
RFP 1524 – Lockbox Services, expires October 31, 2023. Awarded in November 2018 at an estimated amount of \$80,000. To date, \$308,704 has been paid against this contract.

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

Information Technology recommends granting the three-year contract extension to KUBRA Data Transfer Ltd.

Reviewed by:

M. Litka, Chief Technology Officer for IT     —  
S. Galante, Director of IT                     —

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

Attachment: 1 memo



**AMENDMENT NO. 3 TO PRINTING, IMAGING AND MAILING AND ELECTRONIC BILL  
PRESENTMENT AND PAYMENT OF BILLING STATEMENTS AGREEMENT RFP #1507**

This Amendment No. 3 to the Printing, Imaging and Mailing and Electronic Bill Presentment and Payment of Billing Statements Agreement RFP #1507 (the "**Agreement**") is made effective as of August 16, 2023 ("**Effective Date**") and is between **KUBRA Data Transfer Ltd. ("Provider")**, and **Suffolk County Water Authority ("Customer")**.

**WHEREAS** Provider and Customer entered into the Agreement on September 25<sup>th</sup>, 2017, as amended;

**AND WHEREAS** the Parties wish to further amend the Agreement to extend the term and revise the pricing;

**NOW THEREFORE** the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

**1. Defined Terms.** Capitalized terms used in this Amendment No. 3 and not otherwise defined herein shall have the respective meanings attributed to them in the Agreement.

**2. The Agreement is hereby amended:**

- (a) The pricing in Schedule B of the Agreement is amended by **Attachment 1 - Amendment 3 Pricing**, attached to this amendment.
- (b) The term of the Agreement is extended an additional three (3) years to November 30, 2026. Thereafter, the Agreement will automatically renew for successive one (1) year periods unless either Party provides ninety (90) days advance written notice of nonrenewal to the other prior to the start of a new renewal term.

**3. Effect on Agreement.** Except as specifically amended by this Amendment No. 3, the Agreement shall remain in full force and effect.

**4. Counterparts.** This Amendment No. 3 may be executed in any number of counterparts (including by way of facsimile or email) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Amendment No. 3.

**KUBRA Data Transfer Ltd.**

**Suffolk County Water Authority**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

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

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



## Attachment 1 – Amendment 3 Pricing

### Consumable Pricing

Letterhead (paper)	\$0.01008
OME	\$0.0224
BRE	\$0.02128
9*12 Envelopes	\$0.29762
Insertion Fees	\$0.022

Provider reserves the right to increase consumable pricing (paper and envelopes) based on an industry wide increase which is established through public articles from at least two pulp and paper mills.

### Payment Charges

#### Portal (BDX)\*

ACH	\$0.13
Credit Card Pinless Debit (excluding AMEX)	\$1.35
AMEX	\$1.75

\*Credit card payments in the enrolled and non-enrolled environments will be capped at \$750 dollars.

#### Web / IVR / CSR\*

ACH	\$0.13
Credit Card Pinless Debit (excluding AMEX)	\$1.35
AMEX	\$1.75

\*Credit card payments in the enrolled and non-enrolled environments will be capped at \$750 dollars.

### iDoxs iMail Charges

Views	\$0.07
Secures Mail	\$0.07
SMS Notifications	\$0.10
Impressions	\$0.04

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

**DATE:** October 11<sup>th</sup>, 2023  
**TO:** John Deubel, Purchasing Manager  
**FROM:** T.J. Kilcommons, P.E., Chief Engineer/Director of R&D  
**SUBJECT:** Repair of Automatic Transfer Switches (ATS) at Country Club Drive and Wood Chuck Hollow Rd

### Recommendation:

Quotations: ASCO Power Services Inc.  
160 Park Avenue  
Florham Park, NJ 07932

Total Estimated Amount:	Country Club Dr.-	\$5,645.13
	Woodchuck Hollow-	<u>\$5,645.13</u>
		\$11,290.26

**Comments:**

The Authority solicited quotations from PowerPro Service Company Inc. and ASCO Power Services Inc. , OEM and equipment vendor of the Authority's Automatic Transfer Switches, for repair of existing equipment that is vital to the back-up power systems of two existing pump stations. Both Country Club Dr and Woodchuck Hollow pump stations have experienced control board and wiring harness failures within existing ATS' that require immediate replacement to restore the stations backup power system.

The scope included in the quoted price includes travel, labor and parts required to repair the damaged equipment and restore the systems operation. PowerPro quoted a price of \$9,454.27 *for one site only*. ASCO Power Services quoted price is approximately 40% less than the price quoted by PowerPro on a per site basis. As such, we request approval to award quoted scope to ASCO Power Services to make the necessary repairs at both sites.

TJK:LS/attachments

cc: J.M. Pokorny, P.E., M. O'Connell, L. Schultz, P.E., P. Thompson

October 10, 2023

Proposal # 8870890

Lucas Schultz  
Country Club Drive (Pine Hills)  
Well Field & Pump Station  
S/s Of Country Club Drive  
Manorville, NY 11949

ASCO Power Services Inc. is pleased at the opportunity to offer the following proposal. Our proposal consists of the following scope of supply and is based entirely on our understanding of the requirements as presented to ASCO Power Services.

Quantity	Item # (Description)	Unit Price	Extended Price
3.00	TRAVEL (TRAVEL TIME LABOR)	\$220.00	\$660.00
4.00	LABOR (LABOR STRAIGHT TIME) LABOR COST TO REPLACE GROUP 5 CONTROLLER AND HARNESS ON ATS. ATS POWER WILL HAVE TO BE LOCKED AND TAGGED OUT TO PERFORM THIS SERVICE.	\$220.00	\$880.00
1	PARTS (DETAILS BELOW) GROUP 5 CONTROLLER	\$3,902.40	\$3,902.40
1	PARTS (DETAILS BELOW) HARNESS	\$202.73	\$202.73
<b>Total Price:</b>			<b>\$5,645.13</b>

If I can provide you with additional information, or you need to discuss this proposal, please contact me at (929)302-0859.

Sincerely,

Joseph Bosco  
DISTRICT SERVICE MANAGER  
Asco Power Services, Inc.  
160 PARK AVENUE, FLORHAM PARK, NJ 07932

Phone: (929)302-0859

Fax:

E-mail: joseph.bosco@ascopower.com

**Project Timeframe**

Standard engineering and manufacturing lead times will require 2-4 weeks from receipt of engineering approval and final customer release.

When scheduling dates for field work, a minimum of 2-4 weeks notice must be given or ASCO Power Services cannot guarantee the availability of the ASCO Power Services Field Service Technician.

Schneider Electric believes in enforcing strong, safe working practices and in protecting our Field Service Representatives. We schedule our Field Service Representatives in accordance with our Human Factors Policy, which can be provided upon request.

**Customer Responsibilities**

- Provide access to facility and equipment as required to perform this scope of work.
- Provide facility contact name and phone number for all scheduling and related conversations.
- Provide lighting and 120V power with GFI for Field Service Technicians' on site electrical tools, if required.
- This proposal is based on ASCO Power Services technician(s) providing service (with the exception of wire pulling). If other technicians or installers are required by local or state ordinance or regulations, or if additional permitting or approvals are required, these action and expenses will be the responsibility of others.
- Wire pulling by others, as required, and not provided by ASCO Power Services.  
Wire termination to Non-ASCO equipment, as required, is not the responsibility of ASCO Power Services and shall be provided by others.
- Rigging of equipment, as required, is the responsibility of others and not provided by ASCO Power Services.
- Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA 70E.
- Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA 70E.
- Provide a phone with defined emergency contact and site location in event of an emergency.
- Customer has advised that the work detailed herein is not subject to prevailing wage rates.

**Project Cost**

This work shall be performed for the firm price of \$5,645.13 plus any applicable taxes. Standard ground delivery charges to the first destination are included in our price.

This proposal does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added to the invoice.

This order will be invoiced 100% upon completion of the work.

Any unexpected delays in work beyond ASCO Power Services control will be billed at our applicable rates.

Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service are not included and will be charged at our applicable rates.

**Notes**

- A written purchase order is required to confirm all orders and schedule this work.
- This proposal is based on providing the items and labor as required to complete the scope of this work. It does not include any additional parts that may be found in disrepair preventing the successful completion of this work. ASCO Power Services will request authorization prior to making these remedial repairs.
- This quotation does not include applicable sales tax.
- If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.
- All equipment is quoted FOB factory, unless otherwise noted.
- All invoice terms are NET 30 days from date of ASCO Power Services invoice.

- This quotation automatically expires on 11/09/2023. ASCO Power Services standard terms and conditions apply, see attached.
- For confirmation and scheduling of all orders, a method of payment (Hard Copy Purchase Order or Credit Card) is required. For Credit Card orders please provide only the card holders name and phone number. When issuing a purchase order, please include the following - "Plus tax" (if applicable), and please reference the ASCO Power Services proposal number provided.

Purchase orders should be addressed to the following:

ASCO Power Services, Inc.  
160 Park Avenue  
Florham Park, NJ 07932

## ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

- 1. Contract Terms.** These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.
- 2. Prices.** Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. Services Terms: Additional charges will be billed to Purchaser at Seller's then prevailing labor rates, or the prevailing wage rate required by law for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.
- 3. Taxes.** Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.
- 4. Terms of Payment.** Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.
- 5. Delivery and Schedule.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.
- 6. Risk of loss.** Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.
- 7. Substitutions.** Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.
- 8. Shortage.** Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.
- 9. Installments.** Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.
- 10. Force Majeure.** Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.
- 11. Standard Warranty.** Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. Exclusions & Limitations: This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that have been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services: With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.
- 12. Return of Products.** No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

**13. Intellectual Property.** Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

**14. Software.** Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.**

**16. Insurance.** Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

**17. Import and Export.** Purchaser agrees that all Products and Services require proper compliance with import and export laws and administrative requirements including the payment of all associated duties, taxes and fees.

**18. Health and Safety Compliance.** Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

**19. Witness of Tests & Factory Inspections.** Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

**20. Patterns and Tools.** Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

**21. Nuclear Applications.** Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

**22. Nature of Relationship.** Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

**23. Termination.** Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

**24. Cancellation.** Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

**25. Amendments.** No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

**26. Applicable Laws.** All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

**27. Indemnity.** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

**28. Prevailing Wage Rates.** Purchaser agrees to provide written notice of legally required prevailing wage rates. Without written notice of legally required prevailing wage rates, Seller will assume Purchaser has concluded any applicable prevailing wage rates do not apply. Purchaser agrees to indemnify and defend Seller to the fullest extent of the law in any action (including but not limited to a lawsuit or proceeding before an administrative body or delegatee thereof) concerning applicable prevailing wage rates or classifications.

**DISCLAIMER:** The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors) employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.

October 11, 2023

Proposal # 8870891

Lucas Schultz  
Woodchuck Hollow Road Well  
Field & Pump Station  
74 Woodchuck Hollow Road,  
Cold Spring Harbor  
Huntington NY 11724

ASCO Power Services Inc. is pleased at the opportunity to offer the following proposal. Our proposal consists of the following scope of supply and is based entirely on our understanding of the requirements as presented to ASCO Power Services.

<b>Quantity</b>	<b>Item # (Description)</b>	<b>Unit Price</b>	<b>Extended Price</b>
3.00	TRAVEL (TRAVEL TIME LABOR)	\$220.00	\$660.00
4.00	LABOR (LABOR STRAIGHT TIME) LABOR COST TO REPLACE GROUP 5 CONTROLLER AND HARNESS ON ATS. ATS POWER WILL HAVE TO BE LOCKED AND TAGGED OUT TO PERFORM THIS SERVICE.	\$220.00	\$880.00
1	PARTS (DETAILS BELOW) GROUP 5 CONTROLLER	\$3,902.40	\$3,902.40
1	PARTS (DETAILS BELOW) HARNESS	\$202.73	\$202.73
		<b>Total Price:</b>	<b>\$5,645.13</b>

If I can provide you with additional information, or you need to discuss this proposal, please contact me at (929)302-0859.

Sincerely,

Joseph Bosco  
DISTRICT SERVICE MANAGER  
Asco Power Services, Inc.  
160 PARK AVENUE, FLORHAM PARK, NJ 07932

Phone: (929)302-0859

Fax:

E-mail: joseph.bosco@ascopower.com

**Project Timeframe**

Standard engineering and manufacturing lead times will require 2-4 weeks from receipt of engineering approval and final customer release.

When scheduling dates for field work, a minimum of 2-4 weeks notice must be given or ASCO Power Services cannot guarantee the availability of the ASCO Power Services Field Service Technician.

Schneider Electric believes in enforcing strong, safe working practices and in protecting our Field Service Representatives. We schedule our Field Service Representatives in accordance with our Human Factors Policy, which can be provided upon request.

**Customer Responsibilities**

- Provide access to facility and equipment as required to perform this scope of work.
- Provide facility contact name and phone number for all scheduling and related conversations.
- Provide lighting and 120V power with GFI for Field Service Technicians' on site electrical tools, if required.
- This proposal is based on ASCO Power Services technician(s) providing service (with the exception of wire pulling). If other technicians or installers are required by local or state ordinance or regulations, or if additional permitting or approvals are required, these action and expenses will be the responsibility of others.
- Wire pulling by others, as required, and not provided by ASCO Power Services.  
Wire termination to Non-ASCO equipment, as required, is not the responsibility of ASCO Power Services and shall be provided by others.
- Rigging of equipment, as required, is the responsibility of others and not provided by ASCO Power Services.
- Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA 70E.
- Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA 70E.
- Provide a phone with defined emergency contact and site location in event of an emergency.
- Customer has advised that the work detailed herein is not subject to prevailing wage rates.

**Project Cost**

This work shall be performed for the firm price of \$5,645.13 plus any applicable taxes. Standard ground delivery charges to the first destination are included in our price.

This proposal does not include applicable sales tax. If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added to the invoice.

This order will be invoiced 100% upon completion of the work.

Any unexpected delays in work beyond ASCO Power Services control will be billed at our applicable rates.

Any site-specific meetings or customer specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service are not included and will be charged at our applicable rates.

**Notes**

- A written purchase order is required to confirm all orders and schedule this work.
- This proposal is based on providing the items and labor as required to complete the scope of this work. It does not include any additional parts that may be found in disrepair preventing the successful completion of this work. ASCO Power Services will request authorization prior to making these remedial repairs.
- This quotation does not include applicable sales tax.
- If tax exempt, please provide a copy of your tax exemption certificate. Otherwise sales tax will be added.
- All equipment is quoted FOB factory, unless otherwise noted.
- All invoice terms are NET 30 days from date of ASCO Power Services invoice.

- This quotation automatically expires on 11/11/2023. ASCO Power Services standard terms and conditions apply, see attached.
- For confirmation and scheduling of all orders, a method of payment (Hard Copy Purchase Order or Credit Card) is required. For Credit Card orders please provide only the card holders name and phone number. When issuing a purchase order, please include the following - "Plus tax" (if applicable), and please reference the ASCO Power Services proposal number provided.

Purchase orders should be addressed to the following:

ASCO Power Services, Inc.  
160 Park Avenue  
Florham Park, NJ 07932

## ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

- 1. Contract Terms.** These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.
- 2. Prices.** Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. Services Terms: Additional charges will be billed to Purchaser at Seller's then prevailing labor rates, or the prevailing wage rate required by law for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.
- 3. Taxes.** Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.
- 4. Terms of Payment.** Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.
- 5. Delivery and Schedule.** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.
- 6. Risk of loss.** Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.
- 7. Substitutions.** Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or nonavailability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.
- 8. Shortage.** Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.
- 9. Installments.** Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.
- 10. Force Majeure.** Seller will be excused from and not be liable for any non-performance of a Purchase Order if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the Purchase Order. This includes but is not limited to the following: war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, embargo, car shortage, wrecks or delays in transportation, non-delivery of materials or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery accordingly. Seller reserves the right to cancel a Purchase Order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof.
- 11. Standard Warranty.** Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. Exclusive Warranty Remedies: In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. Exclusions & Limitations: This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that have been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services: With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.
- 12. Return of Products.** No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will be pay the carrier and deduct the freight charges from the credit unless if returns result from Seller error, freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product list as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

**13. Intellectual Property.** Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

**14. Software.** Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

**15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.**

**16. Insurance.** Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

**17. Import and Export.** Purchaser agrees that all Products and Services require proper compliance with import and export laws and administrative requirements including the payment of all associated duties, taxes and fees.

**18. Health and Safety Compliance.** Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's GreenLine. The GreenLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>.

**19. Witness of Tests & Factory Inspections.** Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

**20. Patterns and Tools.** Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

**21. Nuclear Applications.** Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

**22. Nature of Relationship.** Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

**23. Termination.** Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and upon payment of reasonable and proper termination charges based on the price of the terminated Purchase Order and reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit. Special or custom ordered Products is not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

**24. Cancellation.** Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

**25. Amendments.** No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

**26. Applicable Laws.** All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of New Jersey, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. Seller agrees to bring any action claims or legal proceedings in any way pertaining to this Purchase Order, or the execution, construction, interpretation or breach thereof in the courts of the jurisdiction specified above and in no other court or tribunal whatsoever. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

**27. Indemnity.** Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

**28. Prevailing Wage Rates.** Purchaser agrees to provide written notice of legally required prevailing wage rates. Without written notice of legally required prevailing wage rates, Seller will assume Purchaser has concluded any applicable prevailing wage rates do not apply. Purchaser agrees to indemnify and defend Seller to the fullest extent of the law in any action (including but not limited to a lawsuit or proceeding before an administrative body or delegatee thereof) concerning applicable prevailing wage rates or classifications.

**DISCLAIMER:** The Purchaser acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Seller's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Seller (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Seller's (or its subcontractors) employees. The Purchaser therefore recognizes that such circumstances shall be considered as a cause for excusable delay not exposing the Seller to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.



608 Johnson Ave Suite 6  
Bohemia, NY 11716  
(631) 567-2700  
info@powerprogenerators.com

## Estimate

ESTIMATE#	3398
DATE	08/31/2023
PO#	

CUSTOMER
Suffolk County Water Authority Attn: Accounting P.O. Box 38 Oakdale NY 11769 (631) 665-0662

SERVICE LOCATION
SCWA-Country Club Drive Country Club Drive Manorville NY 11949 (631) 665-0662

DESCRIPTION	Ref: Automatic Transfer Switch (Asco Model: H7ADTSA30800N5XC Serial: 2146240 WE Located at Country Club Drive, Manorville, NY 11949) During our previously scheduled visit on 08/17/2023, our technician arrived at the above location to perform a diagnostic service on the subject unit. Upon inspection, our technician found the ATS requiring a new controller and harness. Replacement of these components is required to restore and ensure optimal functionality and reliability in the event of a utility outage. This price includes the replacement controller, harness, labor, travel, and disposal of all waste material. All work is to be performed during normal business hours, Monday through Friday. Please advise if you wish us to order this material.
	NOTE: Diagnostic charges are not included in this estimate. Diagnostic charges are billed under a separate invoice.
	NOTE: Additional parts, labor, and/or travel may be required to complete this repair pending unforeseen circumstances.
	NOTE: Due to current supply issues and pricing changes our ability to ensure accurate lead times and pricing validity has been significantly impacted. We thank you for your understanding in this matter.
	NOTE: Validity: 15 Days - PowerPro reserves the right to adjust quotations based on unforeseen lead time/pricing changes until the markets stabilize.
	NOTE: Please sign and return this quotation, and provide a purchase order to proceed. Thank you!

## Estimate

Description	Qty	Rate	Total
Repair Estimate	1.00	9,454.27	9,454.27
Exempt-ST1		0.000%	0.00

CUSTOMER MESSAGE

**Estimate Total:** **\$9,454.27**

PRE-WORK SIGNATURE

Signed By: 

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

**INTEROFFICE CORRESPONDENCE**

**DATE:** October 17, 2023

**TO:** Jeff Szabo, CEO

**FROM:** Jennifer Bonilla, *Benefits Specialist*

**SUBJECT:** ***NEW Dental Insurance Carrier- MetLife***

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The current agreement for our dental benefit plan with Ameritas will end on December 31, 2023.

After review of the last 3 years of utilization reports with our broker, Brown & Brown noted over 100% utilization vs. premiums paid. This indicates a loss for Ameritas.

In 2022 we entered into a renewal agreement with Ameritas for the 2023 plan year which included an 8% rate cap on the 2024 renewal. They have proposed an 8% rate increase for the 2024 plan year, for a total annual amount of \$1,035.463.20. There is no rate cap on the amount of potential increase for the 2025 plan year.

Brown & Brown marketed our plan to other carriers and received two competitive quotes with the same 100% coverage our employees and retirees receive currently.

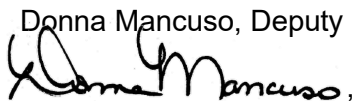
Delta Dental proposed a quote with a 7% increase (\$66,930), with a two-year rate guarantee. The disruption report indicates a 97.8% match to in-network providers.

MetLife proposed a quote that closely matches our current rate with a rate cap of 8% for the 2025 plan year. The disruption report indicates a 95.2% match to in-network providers.

We recommend changing dental insurance providers from Ameritas to **MetLife**. The proposal received from MetLife provides a \$76,735/year or 8% savings to the Authority in premiums for 2024.

Based on the above information, ***it is recommended that we offer dental insurance through MetLife, for a one-year period beginning January 1, 2024, with a rate cap of 8% for 2025.*** If you concur, please add this item to the Board agenda for the October 2023 meeting.

cc: Donna Mancuso, Deputy CEO of Administration

 approved

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

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

**TO:** Members of the Board

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

**DATE:** October 13, 2023

**SUBJECT:** Association of Metropolitan Water Agencies Executive Management  
Conference – October 20- October 24, 2023, San Diego, CA

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The Association of Metropolitan Water Agencies is hosting their Executive Management Conference this fall, from October 20 to October 24, 2023, in San Diego, California. As a member of the Executive Committee of AMWA, it is important to be in attendance to share ideas in organizational development and leadership courses. There will also be an emphasis on best practices for managing emerging contaminants, leveraging AI, and strategies for dealing with LSLs.

I am requesting the board approve for my attendance at a registration cost for the conference of \$1,100 with estimated hotel and travel fees of \$1,781.40 for an approximate total cost of \$2,881.40.



**SEMINAR/CONVENTION ATTENDANCE**  
**AND**  
**TRAINING REQUEST FORM**

**INSTRUCTIONS:** This form should be completed whenever an employee requests attendance at a seminar, convention, or training session. The completed form should be forwarded to the Chief Human Resources Officer after appropriate departmental approvals have been received for final authorization and processing.

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Department: \_\_\_\_\_

Seminar/Course/Training Requested: (attach literature and completed registration form) \_\_\_\_\_

Date(s) of Training: \_\_\_\_\_ Number of Hours/CEU: \_\_\_\_\_

Location: \_\_\_\_\_

Expected Benefits: \_\_\_\_\_

Projected costs:

Course: \$ \_\_\_\_\_ Travel: \$ \_\_\_\_\_ Food/Lodging: \$ \_\_\_\_\_ Auto Rental: \$ \_\_\_\_\_

**TOTAL: \$ \_\_\_\_\_**

Training/Seminar actual costs should be allocated to general ledger account 502602 - \_\_\_\_\_ - 100075.  
(Your Dept. Cost Center)

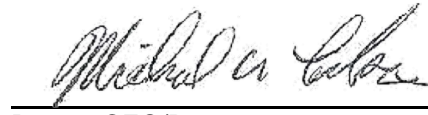
Training related (lodging, food, travel) actual costs should be allocated to general ledger account 502600- \_\_\_\_\_ -100075.  
(Your Dept. Cost Center)

APPROVALS:

  
\_\_\_\_\_  
Department Head//Date

10/17/2023

  
\_\_\_\_\_  
Deputy CEO for Administration//Date

  
\_\_\_\_\_  
Deputy CEO/Date

\_\_\_\_\_  
Chief Executive Officer/Date

\_\_\_\_\_  
Authorizing Resolution (If costs exceed \$1,500)

*Original to Employee, Copy to Department Head, and Copy to Human Resources Department*

Revised 06/16/2017



**SEMINAR/CONVENTION ATTENDANCE**  
**AND**  
**TRAINING REQUEST FORM**

**INSTRUCTIONS:** This form should be completed whenever an employee requests attendance at a seminar, convention, or training session. The completed form should be forwarded to the Chief Human Resources Officer after appropriate departmental approvals have been received for final authorization and processing.

Employee Name: Ron Kuhlman & Alex Behrhof Title: SAP Programmers  
Department: Information Technology

Seminar/Course/Training Requested: (attach literature and completed registration form) \_\_\_\_\_  
SAP BC401 - ABAP Objects

Date(s) of Training: 29 Jan 2024 - 2 Feb 2024 Number of Hours/CEU: 35  
Location: Virtual Training

Expected Benefits: \_\_\_\_\_  
To gain a greater knowledge of SAP ABAP Objects for use in everyday programming.

Projected costs:

Course: \$ 4,335.00 x 2 Travel: \$ \_\_\_\_\_ Food/Lodging: \$ \_\_\_\_\_ Auto Rental: \$ \_\_\_\_\_

**TOTAL: \$ 8,670**

Training/Seminar actual costs should be allocated to general ledger account 502602 - 31002 - 100075.  
(Your Dept. Cost Center)

Training related (lodging, food, travel) actual costs should be allocated to general ledger account 502600- 31002 -100075.  
(Your Dept. Cost Center)

APPROVALS:

 10/17/2023  
Department Head//Date

  
Deputy CEO for Administration//Date

  
Deputy CEO//Date

\_\_\_\_\_  
Chief Executive Officer//Date

\_\_\_\_\_  
Authorizing Resolution (If costs exceed \$1,500)

*Original to Employee, Copy to Department Head, and Copy to Human Resources Department*

# SUFFOLK COUNTY WATER AUTHORITY

## INTEROFFICE CORRESPONDENCE

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

**FROM:** Daniel Dubois, Director of External Affairs

**RE:** South River Road Water Main Extension Project SEQRA Classification, Commitment to Budget, and Delegation of Authority

**DATE:** October 19<sup>th</sup>, 2023

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Suffolk County Water Authority intends on installing approximately 21,000 feet of water main to the vicinity of South River Road in Calverton. The area is in a Suffolk County Department of Health Services priority area. The project will provide access to SCWA system for approximately 98 premises. This project would extend water main to areas without public water main and reduce the surcharge for all premises in the priority area.

This project is being funded by three sources of grant funding. The U.S. Congress has designated \$5 million to be administered by the U.S. Environmental Protection Agency (EPA). The New York State Environmental Facilities Corporation (EFC) has awarded \$1.85 million through the Bipartisan Infrastructure Law. Finally, the Town of Brookhaven has designated \$1.8 million in American Rescue Plan Act (ARPA) funds towards this project.

EFC grant awards require a determination made pursuant to the State Environmental Quality Review Act (SEQRA) on the environmental impacts, if any, associated with the project that is the subject of the grant. The review must determine whether the activity is a Type II action, an Unlisted action, or a Type I action. SEQRA and its implementing regulations preclude Type II actions from environmental review under SEQRA. The SEQRA regulations categorically determined that Type II actions are deemed not to have a significant impact on the environment. The EFC will select the projects to fund.

This project is identified as a SEQRA Type II action under SEQRA's regulations. Specifically, 6 NYCRR Section 617.5(c)(11) provides that the following actions are Type II actions:

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

EFC requires that awardees provide a resolution identifying a plan to pay for the extension cost not funded through an EFC grant. Grant funds will be supplemented with existing funds within SCWA's Capital Budget, or from bond proceeds, either new or existing, which option is subject to review by SCWA's Bond Counsel.

EFC also requires a delegation of authority from the Board to the CEO, authorizing the CEO to sign any and all documents related to and necessary to effect the grant.

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

*Whereas, the Suffolk County Department of Health Services has designated certain areas of Calverton as a priority area due to the groundwater contamination, and*

*Whereas, approximately 98 premises in the area consume water produced by groundwater wells, and*

*Whereas, SCWA has been awarded a \$1.85 million grant by the New York State Environmental Facilities Corporation under the Bipartisan Infrastructure Law to offset the cost of an extension of SCWA's public water treatment and distribution system to provide access to approximately 98 premises in the Calverton community to SCWA's system, and*

*Whereas, SCWA has reviewed the project under the New York State Environmental Quality Review Act and its implementing regulations and determines that the project is a Type II activity because it is the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on this list, and*

*Whereas, SCWA has submitted the project for review to the New York State Office of Historic Preservation for a determination whether the project would adversely impact any state or national listed historic or pre-historic resources and SHPO by letter dated 10/16/2023 has determined that the project will not impact such resources, and*

*Whereas, SCWA is committed to funding the construction of the project using existing funds or bond funds as deemed most fiscally appropriate by SCWA's CFO, and*

*Whereas, SCWA wishes to delegate to its CEO authorization to sign and execute any document or instrument required by the EFC to apply for or effect the grant, now therefore be it*

*Resolved, SCWA declares the extension of its system to provide access to public water to 98 premises in the Suffolk County Department of Health Services priority area in the Calverton community is a Type II action because it is the extension of utility distribution facilities, including gas, electric, telephone, cable, water and sewer connections to render service in approved subdivisions or in connection with any action on the Type II list, and be it further*

*Resolved, SCWA, declares that existing funds or bond proceeds will be used to pay for the extension, and be it further*

*Resolved, that the Authority's Chief Executive Office is authorized to execute EFC Grant Agreements associated with the SCWA EFC Grant for the extension of its public water treatment and distribution system to provide access to public water to 98 premises in the Suffolk County Department of Health Services priority area in the Calverton community and all other contracts, documents, and instruments necessary to effect the SCWA EFC South River Road Water Main Extension Grant Project and to fulfill Suffolk County Water Authority's obligations under the grant agreements associated with the SCWA EFC South River Road Water Main Extension Grant Project.*

Whereas, the Water Authority of North Shore (the “WANS”) is a public benefit corporation with the power to purchase or condemn the portion of the public water system operated by New York American water service corporation or its successors identified as its Sea Cliff Operations District lying north of the Jericho Water District according to a process established by the New York State Public Service Commission known as the “Joint Proposal,” and

Whereas, as a newly created authority, the WANS requested professional and technical assistance from the Authority in establishing a governance structure and operating regime to effect its obligations set forth in its enabling statute, and

Whereas, on August 31, 2022, the Authority and WANS entered into a Cooperative Agreement to allow the Authority to provide the professional expertise and technical assistance to the WANS, and

Whereas, the Authority has provided significant assistance to WANS, including assisting in securing WANS appropriated funding, preparing and issuing a Request for Proposals for Appraisal Services, establishing a governance structure, maintaining the WANS funds, securing insurance coverage, establishing a website site, and preparing Requests for Proposals for legal and auditing services, and

Whereas, WANS is expected to retain an appraiser to value the assets in the Sea Cliff district and upon the completion of the appraisal, the WANS is obligated to begin negotiating for the purchase of the assets, and if the negotiations are unsuccessful, WANS is empowered to initiate an eminent domain proceeding to acquire the assets, and

Whereas, as the WANS moves to a new and distinct phase of its existence, the Authority recognizes this as an opportune time to begin to scale down the assistance it provides to WANS as the WANS simultaneously increases its reliance on its own cohort of professionals to guide it through the acquisition process, and

Whereas, the Agreement contains a termination clause allowing the Authority to terminate the Agreement upon ninety (90) days written notice of its intent to terminate the Agreement, and now therefore

Resolved, the CEO or his designee is directed to provide written notice to the WANS of the Authority intent to terminate the Agreement effective on the ninetieth day after the date of delivery of the notice, and be it further

Resolved, the CFO or his designee is directed to provide to the WANS a statement of the funds expended for which WANS has not reimbursed the Authority, and be it further


Resolved, the CEO or his designee is authorized to execute any document necessary to effect the termination of the Agreement.

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

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

**DATE:**        **October 17, 2023**

**TO:**           **Jeff Szabo, CEO**

**FROM:**       **J.M. Pokorny P.E., Deputy CEO for Operations** 

**SUBJECT:**    **West Neck, Shelter Island – Wasted Water Credit**

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The Authority has been operating the West Neck water system on Shelter Island under a long-term agreement since May of 2022. Central to the agreement was the requirement that certain capital improvements be made to the West Neck system and that the cost of these improvements are paid back to the Authority via an annual surcharge. The surcharge is paid back through a custom rate structure over 25 years. During the summer of 2023 we began the capital improvements with the replacement of a significant portion of the water distribution system. Part of that work includes the installation of new meters. We are now in the process of installing new meters on each of the 71 services in this system. The new meters are being installed near the curb, in vaults. Previously, the meters had been installed within the structures or just outside of them.

Last week, as the meter replacements progressed, our meter shop identified two homes that have significant leaks on their PVC service lines. These leaks have presumably been present for some time but were undetected because the meters were located downstream of the leaks. Now that the meters are located at the curb, any water that flows through the service line, whether due to normal consumption or a leak, flows through the meter. We notified the homeowners that they had leaks and advised them to engage the services of a plumber to either repair or replace their service line. The customers were concerned about their ability to quickly locate a Shelter Island plumber that could make the repairs. They were also understandably concerned about the impact these leaks would have on their water bills.

The Authority has in place a policy for providing a credit to customers that experience a leak on the underground portion of their service line. The policy applies only to copper service lines and provides for a 50% credit on a customer's bill for consumption over and above what is considered normal. In this instance and since the service lines are PVC, the customers would not be entitled to a credit.

Lisa Shaw of the West Neck Water Board has requested that we consider providing a 30-day grace period to any West Neck customer that is experiencing this situation and needs to undertake a repair. Her rationale is that customers previously were not responsible for service line leaks and so this situation is unexpected by them. In addition, she has pointed out that homeowners will need extra time to locate a Shelter Island plumber to fix their leak or replace their service line.

I have told Lisa and the impacted customers that I would ask our Board to consider her request. I would propose that we provide a 30-day grace period. If the customer has not made the repair within 30 days, then our current policy would prevail and the customer would be liable for the entire wasted water amount including the amount wasted during the grace period. While this is a departure from our wasted water credit policy, I think that it has some merit, given the fact that we recently took over this system and the customers are still getting used to the transition from being serviced by a locally run water system to one run by a larger organization with well-established policies. If you agree that this worthy of consideration, I ask that you place it on the October agenda for consideration by our Board.

INVOICES - BOARD MEETING - October 19, 2023

<b>Vendor</b>	<b>Description</b>	<b>Amount</b>
<b>Dvirka &amp; Bartilucco</b>	Albany Avenue AT&T (4)	\$1,573.00
	Banana Street Verizon (2)	\$1,553.00
	Smith Street (5)	\$142.25
	Dish Review 32 locations (10)	\$3,165.75
	Wicks Path AT&T (7)	\$60.50
	Railroad Avenue AT&T	\$60.50
	Albany Avenue AT&T (3)	\$381.25
	Carlson Avenue Verizon (4)	\$1,129.25
	Carroll Street Verizon (4)	\$475.25
	Belle Terre Road Verizon (5)	\$878.00
	Moffitt Boulevard AT&T (3)	\$2,064.75
	Emjay Boulevard Verizon (2)	\$505.50
	Pleasant Avenue Verizon (2)	\$1,968.00
	Mud Road Verizon (2)	\$908.25
	New York Avenue Verizon (1)	\$990.00
	Division Street Verizon (2)	\$902.25
	Banana Street Verizon (1)	\$769.00
	Third Avenue AT&T (2)	\$257.25
	Astor Avenue Verizon (2)	\$1,395.75
	Kings Park Road Verizon (2)	\$1,208.00
	Plymouth Street AT&T (1)	\$115.00
	Station Road AT&T (1)	\$333.00
	Lambert Avenue AT&T (1)	\$169.50
	Smith Street Dish (6)	\$1,177.75
	Dish Review 32 locations (11)	\$6,203.75
	Wicks Path AT&T (8)	\$664.75
	Railroad Avenue AT&T (5)	\$369.25
	Albany Avenue AT&T (5)	\$1,208.00
	Laurel Hill Road Verizon (3)	\$1,164.00
	Carlson Avenue Verizon (5)	\$27.25
	Moffitt Boulevard AT&T (4)	\$484.25
	Jayne Boulevard Verizon (2)	\$87.75
	Emjay Boulevard Verizon (3)	\$584.25
	Pleasant Avenue Verizon (3)	\$27.25
	Mud Road Verizon (3)	\$27.25
	New York Avenue Verizon (3)	\$27.25
	Division Street Verizon (3)	\$27.25
	Orinoco Drive Verizon (3)	\$27.25
	Banana Street Verizon (3)	\$27.25
	Third Avenue AT&T (3)	\$27.25
	Astor Avenue Verizon (3)	\$54.50
	Arnold Avenue Verizon (2)	\$27.25
	Kings Park Road Verizon (3)	\$27.25
	Plymouth Street AT&T (2)	\$1,556.25

Station Road AT&T (2)	\$384.50
Lambert Avenue AT&T (2)	\$872.00
Orinoco Drive Verizon (2)	\$959.75
	<b>\$37,048.25</b>

<b>Heslin Rothenberg Farley &amp; Mesiti</b> Agreement 1518 Intellectual Property	\$101.03
Determination of Concentrations PFAS	\$200.00
	<b>\$301.03</b>

<b>Miller Makris Plousadia &amp; Seiden</b>	<b>\$1,590.00</b>
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