

**AGENDA**  
REGULAR MEETING ON JULY 19, 2021  
3:00 P.M. AT OAKDALE, NEW YORK

PUBLIC COMMENT

MINUTES FOR APPROVAL

1. Regular Meeting – June 24, 2021

CONTRACTS – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT

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

- 2a. Contract 7531 – for the furnishing and delivery of replacement parts for boss compressor, auto crane, Volvo construction equipment and western snowplow during the one-year period beginning August 1, 2021 - extend with Dejana Truck & Utility Equipment.
- 2b. Contract 7638 – for the furnishing and delivery of hydrated lime to various pumping stations (Group A) during the one-year period beginning October 1, 2021 – extend with Barbato Nursery Corp.
- 2c. Contract 7652 – for the miscellaneous minor construction and/or repairs at various structures during the one-year period beginning October 1, 2021 – extend with National Installation & GC Corp.
- 2d. Contract 7661 – for the replacement of asphalt and bituminous shoulders on state, county, town and village highways during the one-year period beginning March 1, 2022 – extend with LLL Industries Inc. (Group I), Rosemar Contracting Inc. (Group II) and CAC Contracting Corp. (Group III).
- 2e. Contract 7662 – for the replacement of concrete and bituminous patches, concrete curb, and concrete sidewalk restoration on state, county, town and village highways during the one-year period beginning March 1, 2022 – extend with LLL Industries (Group I), New York Paving (Group II) and Aventura Construction Corp, (Group III).
- 2f. Contract 7714 – for the furnishing and delivery of plumbing valves, fittings, pipe and associated supplies during the one-year period beginning October 1, 2021 – extend with Central Islip Plumbing Supplies (Group II), United Pipe Nipple Co (Group III & IV) and Pollardwater (Group V)

CONTRACTS – AWARD/REJECT

- 3a. Contract 7769 – for the furnishing and delivery of ‘no lead’ meter settings during the one-year period beginning September 1, 2021.
- 3b. Contract 7773 – for the furnishing and delivery of H2O2 Truck Containment Pads.

- 3c. Contract 7776 – for the furnishing and delivery of thermoplastic and concrete meter vaults.

## GENERAL

### 4. Special Services

- a) RFP 1521 – Automated Vehicle Location and Monitoring System (AVLM)  
Extend the agreement with Vehicle Tracking Systems (VTS) to provide tracking of Authority-owned vehicles during the one-year period beginning October 1, 2021.
- b) RFP 1545 – Temporary Personnel Employees for SCWA Laboratory  
Extend the agreement with Apex Life Sciences to provide temporary personnel services on an as-needed basis during the one-year period beginning October 1, 2021.
- c) RFP 1569 – Diversity, Equity and Inclusion Program  
Accept the proposal of NewPoint Strategy LLC of McLean, Virginia to develop a strategic diversity, equity and inclusion program at a cost not to exceed \$80,000.

### 5. Rates, Rules and Regulations

- a) Resolution 339-11-2018  
Amend Resolution 339-11-2018 to allow tanker trucks to utilize designated hydrants to deliver water within the Town of Southold only, provided the permit holders keep accurate records of water drawn and make payments in accordance with permit thresholds at the end of the season.

### 6. Personnel - Policies

- a) Policy and Procedures - Revisions
- 1) Approve revisions to Section 1 of the Policies and Procedures.
  - 2) Approve revisions to Section 2 of the Policies and Procedures.
  - 3) Approve revisions to Section 3 of the Policies and Procedures.
  - 4) Adopt new Policy 704 – Access to Authority Facilities

### 7. Meetings, Training, Conferences

- a) 2021 AMWA Executive Management Conference  
Authorize the attendance of Jeffrey Szabo, Chief Executive Officer at the Executive Management Conference in Denver, Colorado from October 3<sup>rd</sup> to October 6<sup>th</sup>, at an approximate cost of \$2,538.

INVOICES - To be paid from the Operating Fund:

8a.	<u>Dvirka &amp; Bartilucci</u>	18,331.00
8b.	<u>Heslin, Rothenberg Farley &amp; Mesiti P.C.</u>	4,895.00
8c.	<u>LaSalle LaSalle &amp; Dwyer, P.C.</u>	13,052.97
8d.	<u>O'Connor, O'Connor, Hintz &amp; Deveney LLP</u>	600.00
8e.	<u>Sobel Pevzner, LLC</u>	11,489.00

NEXT MEETING – Scheduled for August 26, 2021, at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

EXECUTIVE SESSION

REGULAR MEETING  
SUFFOLK COUNTY WATER AUTHORITY  
June 24, 2021  
Oakdale, New York

Present: Patrick Halpin, Chairman  
Jane Devine, Secretary  
Tim Bishop, Member  
Jacqueline Gordon, Member  
Elizabeth Mercado, Member  
  
Jeffrey W. Szabo, Chief Executive Officer

The meeting was also attended by Counsel T. Hopkins and by Counsel J. Milazzo and by Messrs. Bova, Brady, Brand, Cecchetto, Durk, Finello, Fuller, Huber, Kilcommons, Kleinman, Litka, McDowell, Motz, O'Connell, Pokorny, Reinfrank, Riegger, Roccaro, Schneider, Wahl, Wallach, Warner and by Mmes. Berkoski, Cameron, Cetta, Hannan, Mancuso, Meyer, Palillo, Simson, Spaulding, Tinsley, Trombino, Vassallo.

B. Yatauro, President of Local 393 and members of the public were also in attendance.

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

At 3:06 p.m. the Chairman called the meeting to order.

The public was advised by Steve Galante, Director of I.T., that they may speak during the public comment portion of the meeting by raising their hand in Zoom or dialing “\*9” on the telephone.

Mr. Szabo introduced Mr. Mike O'Connell, Director of Production Control to begin his presentation on 2021 System Improvements and Pumpage to Date. Mr. O'Connell began his presentation by addressing the production summary of 2020. This included reviewing annual production by month and addressing peak demands. Mr. O'Connell reviewed the areas of concern for 2020, and the work completed to mitigate these concerns. Mr. O'Connell then addressed the areas of concern for 2021, and Mr. O'Connell and the Members of the Board discussed

conservation efforts.

Mr. Halpin then opened the meeting for public comment. No public comment was received.

Mr. Halpin presented the minutes of the regular meeting of May 19, 2021, for approval. On motion made by Ms. Gordon, duly seconded by Mr. Bishop with one abstention by Ms. Mercado, the minutes of the regular meeting held on May 19, 2021, were approved.

Mr. Szabo reviewed and recommended the rescinding of Contract 7749 which was awarded in April 2021. On motion made by Ms. Devine, duly seconded by Mr. Bishop, and unanimously carried, it was

(131-06-2021) RESOLVED, To rescind the award for Contract 7749 for the furnishing and delivery of hydrogen peroxide at Bushwick Avenue and Commercial Boulevard sites from Triathlon Industries Inc. dba Tridon Chemical in the amount of Seven Thousand Nine Hundred Fifty Dollars (\$7,950) as the contractor is unable to procure the required insurance, and be it,

FURTHER RESOLVED, To award the contract to George S.Coyne Chemical Co. Inc of Paterson, New Jersey in the amount of Nine Thousand Five Hundred Fifty-Six and 50/100 Dollars (\$9,556.50); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

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

(132-06-2021) RESOLVED, To extend for the one-year period beginning September 1, 2021, Contract 7533 for the furnishing and delivery of chemical metering pumps and parts (Jesco) with Eagle Control Corp., in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning September 1, 2021, Contract 7630 for the electrical work at various Authority office buildings with New York Trenchless Inc., in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning August 1, 2021, Contract 7703 for the furnishing and delivery of thermoplastic and concrete meter vault tiles with Alessio Pipe & Construction Co., in accordance with the specifications, terms and conditions of the contract.

Mr. Szabo then reviewed Contracts 7761, 7763, 7765, 7766, 7767, 7768, 7770, and 7771. Mr. Szabo recommended that these contracts be awarded/rejected in accordance with the letters of recommendation. On motion made by Ms. Gordon, duly seconded by Ms. Devine,

and unanimously carried, it was

(133-06-2021) RESOLVED, That the low bid received under Contract 7761 for the supply, install and removal of resin media at existing filtration systems located at South Spur Drive, Laurel Hill Road and Brecknock Rd. submitted by Carbon Activated Corp. of Compton, California on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Two Hundred Ninety-Two Thousand Four Hundred Fifty Dollars (\$292,450), 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

(134-06-2021) RESOLVED, That the low bid received for items 3, 5-8, and 10-14 under Contract 7763 for the furnishing and delivery of pH measuring equipment and pressure transmitters submitted by Siemens Industry Inc. of Hauppauge, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Nineteen Thousand Three Hundred Seventeen and 30/100 Dollars (\$19,317.30), be and hereby is accepted, and be it

FURTHER RESOLVED, That the low bid received for items 1-2 under Contract 7763 for the furnishing and delivery of pH measuring equipment and pressure transmitters submitted by Pollardwater of New Hyde Park, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Twenty-One Thousand Five Hundred Forty Dollars (\$21,540.00), be and hereby is accepted, and be it

FURTHER RESOLVED, That items 4,9 under Contract 7763 for the furnishing and delivery of pH measuring equipment and pressure transmitters will not be awarded; and be it

FURTHER RESOLVED, That any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

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

(135-06-2021) RESOLVED, That the low bid received under Contract 7765 for the construction of a 24"x14" diameter well (No. 1) at the Sills Road Well Field in Yaphank in the Town of Brookhaven submitted by Layne Chistensen of Holbrook, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Five Hundred Fifty Seven Thousand Eight Hundred Dollars (\$557,800), 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. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(136-06-2021) RESOLVED, That the low bid received for Group 1 under Contract 7766 for the non-destructive vacuum excavating construction hole services submitted by Badger Daylighting Corp. of Elizabeth, New Jersey on a unit-price basis as stipulated in the bidder's proposal and

calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Thirty-Nine Thousand Two Hundred Seventy Dollars (\$39,270), be and hereby is accepted, and be it

FURTHER RESOLVED, That the low bid received for Group II under Contract 7766 for the non-destructive vacuum excavating construction hole services submitted by AARCO Environmental Service Corp. of Lindenhurst, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Forty Thousand Fifty Dollars (\$40,050), be and hereby is accepted, and be it

FURTHER RESOLVED, That any Member and/or the Chief Executive Officer be and hereby is authorized to execute these contracts on behalf of the Authority.

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

(137-06-2021) RESOLVED, That the low bid received under Contract 7767 for the furnishing and delivery of valve boxes during the one-year period beginning July 1, 2021 submitted by General Foundries, Inc of North Brunswick, New Jersey on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of One Hundred Eighty Thousand Eight Hundred Seventy-Five Dollars (\$180,875), 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

(138-06-2021) RESOLVED, That the low bid received under Contract 7768 for the replacement of asbestos roof shingles with architectural shingles at the Meeting House Road Well Field in Quogue, Town of Southampton submitted by More Consulting Corp. of Yaphank, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Sixty- One Thousand Thirty- Five Dollars (\$61,035), 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 Ms. Devine, and unanimously carried, it was

(139-06-2021) RESOLVED, That the low bid received under Contract 7770 for the removal of an existing pre-engineered metal filter building, as well as the furnishing and installation of a new pre-engineered metal filter building with concrete foundation at the Douglas Avenue Well Field and Pump Station in Huntington submitted by Patalan 650 Mechanical Corp. of Copiague, New York on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Five Hundred Forty-Seven Thousand Seven Hundred Ninety-Five Dollars (\$547,795), 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. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(140-06-2021) RESOLVED, To reject the only bid received under Contract 7771 for the furnishing and delivery of thermoplastic and concrete meter vault submitted by Ferguson Enterprises Inc. of Newport News Virginia. This contract will re-bid.

Mr. Szabo then referred to special service agreements. On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, it was

(141-06-2021) RESOLVED, To terminate the agreement under RFP 1538 with WJOB Consulting Services, LLC of Glassboro, New Jersey to provide document scanning services for conversion of the Authority's water main construction records, effective immediately.

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

(142-06-2021) RESOLVED, To enter into an agreement under RFP 1571 submitted by WRS Environmental Services of Yaphank, New York to provide the environmental direct push drilling (Geoprobe) at various sites throughout Suffolk County during the one-year period beginning July 1, 2021; 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

(143-06-2021) RESOLVED, To enter into an agreement under RFP 1572 submitted by HealthSource Medical Services of Islandia, New York to provide the pre-employment physical examinations during the two-year period beginning July 1, 2021; 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. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(144-06-2021) RESOLVED, To enter into an agreement with CAI Technologies of Littleton, New Hampshire for GIS support services during the one-year period beginning July 1, 2021 in an amount not to exceed Fifteen Thousand Dollars (\$15,000); 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

(145-06-2021) RESOLVED, To authorize the upgrade of software and licenses from *InfoWater* to *InfoWater Pro* during the one-year period beginning June 1, 2021 in the amount of Forty-Five Thousand Forty-Three and 14/100 Dollars (\$45,043.14); 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 then reviewed several requests relating to equipment. Upon further explanation by various members of the executive staff, and on motion made by Ms. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(146-06-2021) RESOLVED, To authorize the purchase of GeoDecisions Notify software through a Federal GSA (Contract Number GS-35F-0276U) during the one-year period effective upon Board approval at a one-time total cost of Fifty Thousand Dollars (\$50,000) and a fee of Forty-Two Thousand Dollars (\$42,000) annually thereafter.

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

(147-06-2021) RESOLVED, To enter into an agreement and authorize the purchase of SAP SuccessFactors Employee Central module, Employee Central Time module and Employee Central Benefits Module in order to provide a more user-friendly employee database during the five-year period beginning July 1, 2021 in the total amount of Six Hundred Two Thousand Five Hundred Seventy-Eight and 33/100 Dollars (\$602,578.33); 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

(148-06-2021) RESOLVED, To enter into an agreement with EPI-USE to implement SAP SuccessFactors Employee Central module, Employee Central Time module and Employee Central Benefits Module under Federal GSA (Contract Number GS-35F-0119Y) under Carahsoft Technology Corporation during the five-year period beginning July 1, 2021 in the total amount of Nine Hundred Sixteen Thousand Seven Hundred Forty Dollars (\$916,740.00); 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. Mercado, duly seconded by Mr. Bishop, and unanimously carried, it was

(149-06-2021) RESOLVED, To authorize the purchase of Two Hundred (200) thermoplastic meter vaults from Bingham and Taylor of Culpeper, Virginia, as an interim measure until a new contract is bid, in the total amount of Twenty-Three Thousand Eight Dollars (\$23,008).

Mr. Szabo then referenced a finance matter regarding the Village of Bellport. Upon further explanation of details by Ms. Vassallo, Chief Financial Officer, and on motion made by Mr. Bishop, duly seconded by Ms. Devine, and unanimously carried, it was

(150-06-2021) RESOLVED, To enter into a settlement and release agreement to terminate the water main installation contract with the Village of Bellport and allow the early-payoff of the outstanding balance due to the Authority in the amount of Three Thousand Eight Hundred Ninety-Four and 13/100 Dollars (\$3,894.13); 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 referred to several meeting and conference requests. Upon further explanation of details by Ms. Mancuso, Deputy CEO for Administration, and on motion made by

Ms. Devine, duly seconded by Mr. Bishop, and unanimously carried, it was

(151-06-2021) RESOLVED, To authorize the expenditure of approximately Twelve Thousand Dollars (\$12,000) to hold a service awards luncheon in November, honoring Thirty-Two (32) employees attaining 20, 25, 30, 35 years of service to the Authority.

Upon further explanation of details by Ms. Tinsley, Deputy CEO for Customer Service and on motion made by Ms. Mercado, duly seconded by Ms. Gordon, and unanimously carried, it was

(152-06-2021) RESOLVED, To authorize the attendance of Janice Tinsley, Deputy CEO for Customer Service, and Rich Reinfrank, Director of Customer Service at the Customer Service Week Executive Summit in Tampa, Florida from August 16th to August 17th, at an approximate cost of Five Thousand Six Hundred Thirty-Two Dollars (\$5,632), and be it

FURTHER RESOLVED, To authorize the attendance of Gina Spaulding, Call Center Manager at the Customer Service Week Executive Summit in Tampa, Florida from August 17 to August 18<sup>th</sup>, at an approximate cost of Two Thousand Eight Hundred Twelve Dollars (\$2,812).

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

(153-06-2021) RESOLVED, To Authorize the attendance of Janice Tinsley, Deputy CEO for Customer Service at the Water Customer Care Forum in Phoenix, Arizona from September 14th to September 18th, at an approximate cost of One Thousand One Hundred Ninety-Five Dollars (\$1,195).

Mr. Szabo then referenced personnel matters. Upon further explanation of details by Ms. Mancuso, Deputy CEO for Administration and on motion made by Ms. Gordon, duly seconded by Ms. Devine, and unanimously carried, it was

(154-06-2021) RESOLVED, To amend resolution 097-04-2021 for short-term disability policy with Sun Life Financial of New York, NY to reflect the extension of annual cost to be Thirteen Thousand Five Hundred Sixty Dollars (\$13,560).

On motion made by Ms. Gordon, duly seconded by Ms. Mercado, and unanimously carried, the following resolution was approved

(155-06-2021) WHEREAS, the nineteenth day of June, known as Juneteenth, is a day that commemorates the end to enslaved labor and celebrates Black and African American freedom and achievements, and

WHEREAS, Juneteenth has been designated as an official public holiday by the State of New York, and

WHEREAS, Juneteenth has been designated "Juneteenth National Independence Day" as a legal public holiday by the United States of America, and

WHEREAS, the Authority embraces the ideals of Juneteenth and encourages continuous self-development and self-reflection and respect for all cultures and races, now, therefore, be it

RESOLVED, That the nineteenth day of June shall be a paid holiday for all Authority employees, known as Juneteenth, effective June 19, 2022 and every year thereafter, and

RESOLVED, That the Authority shall recognize Juneteenth in 2021 by providing each employee on the Authority's payroll as of July 6, 2021 with an extra personal day, and the Authority encourages employees to utilize the day to serve as a community volunteer or to participate in a community improvement activity.

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

(156-06-2021) RESOLVED, That the following invoices be paid from the Operating Fund:

BNY Mellon	83,000.00
Dvirka & Bartilucci	21,958.00
LaSalle LaSalle & Dwyer, P.C.	13,052.97
O'Connor, O'Connor, Hintz & Deveney LLP	600.00
Sobel Pevzner LLC	11,489.00

SEQRA REVIEW

Where applicable, the foregoing resolutions, unless otherwise noted, will not have a significant adverse impact on the environment within the meaning of Section 8-0109 of the Environmental Conservation Law.

The Members scheduled their next regular meeting for Thursday, July 29, 2021, beginning at 3:00 p.m.

At this time, Mr. Halpin stated that the email inbox was checked for public comment. There was no public comment at this time.

At 4:45 p.m., on motion made by Ms. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(157-06-2021) RESOLVED, That the Members go into an Executive Session for the purpose of discussing litigation, personnel matters, and labor negotiations.

The meeting was again called to order at 5:19 p.m.

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

(158-06-2021) RESOLVED, To promote Brendan Warner from Deputy Director of Construction Maintenance to Director of Construction Maintenance at an annual salary of \$157,000, effective immediately.

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

(159-06-2021) RESOLVED, To Promote Judy Jakobsen from Interim Executive Director of the Central Pine Barrens Joint Policy and Planning Commission to Executive Director of the Central Pine Barrens Joint Policy and Planning Commission at an annual salary of \$130,000, effective immediately.

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

(160-06-2021) RESOLVED, To Promote Linda Santisi from LIMS Administrator to LIMS Manager in the Laboratory at an annual salary of \$107,000, effective immediately.

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

(161-06-2021) RESOLVED, To employ Dilara Yildiz, of West Babylon, New York as Assistant Electrical Engineer in the Engineering Department at an annual salary of \$75,000.

On motion made by Ms. Devine, duly seconded by Ms. Mercado, and unanimously carried, the following resolution was approved :

(162-06-2021) WHEREAS, the Town of Shelter Island has requested SCWA to operate on a temporary basis the Town's West Neck public water system,

WHEREAS, SCWA is willing to operate the system, now therefore be it

RESOLVED, that the CEO is authorized to enter into a temporary agreement to operate the Town of Shelter Island's West Neck public water system on the terms and conditions approved by Counsel.

As there was no further business to be considered, on motion made by Ms. Devine, duly seconded by Mr. Bishop, the meeting was adjourned at 5:23 p.m.

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Jane Devine, Secretary

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

**DATE:** July 13, 2021

**TO:** Chairman/Board Members

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

**SUBJECT:** Extension of Contract No. 7531 – Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment & Western Snowplow August 1, 2021 to July 31, 2022

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Dejana Truck & Utility Equipment, by way of attached notification, has agreed to extend the subject contract for a fourth and final year.

Under the subject contract, bidders offer discounts from manufacturers' price lists.

At the time of award, June 2018, the Board was advised that procurement history reflected approximately \$26,293 spent for the subject parts in a one-year period.

As of June 1, 2020 (FY21), the Authority has spent approximately \$30,464 under the subject contract.

Dejana holds no additional contracts. In FY20, they were paid \$29,076.

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

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

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Kleinman, Director of General Services  
R. Lehning, Fleet Manager



Attachments: 1 memo, 1 tabulation

## Torres, Marlon

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**From:** Joseph Tempone <jtempone@dejana.com>  
**Sent:** Wednesday, June 23, 2021 9:03 AM  
**To:** Torres, Marlon; Congiusta, Catherine  
**Subject:** RE: Extension of Contract No. 7531 - Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment and Western Snowplow

**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.

Yes we can extend  
Thank you

**Joe Tempone**  
Key Account Manager

**DEJANA**<sup>®</sup>  
Truck and Utility Equipment

CORPORATE HEADQUARTERS  
500 Pulaski Road, Kings Park, NY 11754  
cell: 631-786-2439  
email: [jtempone@dejana.com](mailto:jtempone@dejana.com)  
web: [www.dejana.com](http://www.dejana.com)

 A DIVISION OF DOUGLAS DYNAMICS, L.L.C.

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**From:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Sent:** Wednesday, June 16, 2021 2:00 PM  
**To:** Joseph Tempone <jtempone@dejana.com>; Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Subject:** RE: Extension of Contract No. 7531 - Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment and Western Snowplow

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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As per your request, attached is a copy of the contract. Will you accept our Offer to Extend your contract?

Thank you.

Marlon Torres  
Director of Purchasing  
Suffolk County Water Authority  
4060 Sunrise Highway  
Oakdale, NY 11769  
Telephone: 631-563-0334  
Email: [Marlon.Torres@SCWA.com](mailto:Marlon.Torres@SCWA.com)



**From:** Joseph Tempone <[jtempone@dejana.com](mailto:jtempone@dejana.com)>

**Sent:** Wednesday, June 16, 2021 12:39 PM

**To:** Torres, Marlon <[Marlon.Torres@SCWA.com](mailto:Marlon.Torres@SCWA.com)>; Congiusta, Catherine <[Catherine.Congiusta@SCWA.com](mailto:Catherine.Congiusta@SCWA.com)>

**Subject:** FW: Extension of Contract No. 7531 - Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment and Western Snowplow

**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.

Can you please provide a copy of this contract?

Thank you!

**From:** Patrick R. Clark <[pclark@dejana.com](mailto:pclark@dejana.com)>

**Sent:** Wednesday, June 9, 2021 5:08 PM

**To:** Joseph Tempone <[jtempone@dejana.com](mailto:jtempone@dejana.com)>

**Subject:** Fwd: Extension of Contract No. 7531 - Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment and Western Snowplow

Sent from my iPhone

Begin forwarded message:

**From:** "Congiusta, Catherine" <[Catherine.Congiusta@scwa.com](mailto:Catherine.Congiusta@scwa.com)>

**Date:** June 9, 2021 at 5:05:39 PM EDT

**To:** "Patrick R. Clark" <[pclark@dejana.com](mailto:pclark@dejana.com)>

**Cc:** "Torres, Marlon" <[Marlon.Torres@scwa.com](mailto:Marlon.Torres@scwa.com)>

**Subject:** Extension of Contract No. 7531 - Furnishing & Delivery of Replacement Parts for Boss Compressor, Auto Crane, Volvo Construction Equipment and Western Snowplow

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

The above subject contract is due to expire July 31, 2021. Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Clerk

Phone: 631-218-1183

Fax: 631-589-5268

NOTICE: The information contained in this communication is intended solely for use by the designated recipient(s). This communication may also contain confidential or proprietary information and may be subject to confidentiality

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** July 13, 2021  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7638 – Furnish & Deliver Hydrated Lime to Various Pumping Stations  
October 1, 2021 to September 30, 2022

---

Barbato Nursery Corp., (Group A) 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. Carmeuse Lime Inc., (Group B) has declined our offer to extend their contract. A new bid will be issued shortly for that Group.

Original contract award, in July 2019, was in the total estimated annual amount of \$1,049,675.

As of June 1, 2020 (FY21), the Authority has paid \$965,774 under the subject contract.

Barbato Nursery Corp., holds no other contracts. **Contractor's performance is satisfactory.**

In fiscal year ending 5/31/20 (FY 20), they were paid \$879,226.

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

Reviewed by:  
Jeff. Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy CEO Operations  
M. O'Connell, Director of Production Control

✓  
✓  
✓  
✓

Attachments: 1 memo & tabulation



**BARBATO NURSERY CORP.**

1600 Railroad Avenue

Holbrook, NY 11741

**631-285-6767**

**Fax 631-285-6748**

**barbatolandscape@aol.com**

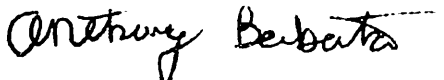
June 29, 2021

Suffolk County Water Authority  
P.O. Box 38  
Oakdale, New York 11769-0901

Barbato Nursery Corp is hereby agreeing to extend Contract No. 7638A – Furnish and Deliver Hydrated Lime to Various Pump Stations for another year, under the same terms, conditions, and pricing as awarded in the original contract.

Extension of Contract - October 1, 2021 to September 30, 2022

Sincerely,



Anthony Barbato  
President

AB/ks

Via email: [Marlon.Torres@scwa.com](mailto:Marlon.Torres@scwa.com)

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** July 13, 2021  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7652 – Miscellaneous Minor Construction and/or Repairs at Various Structures – October 1, 2021 to September 30, 2022

---

National Installation & GC Corp., by way of the attached letter, has agreed to extend the subject contract for a third and final year.

Original contract award, October 2019, was in the total estimated amounts of \$161,650.

As of June 1, 2020 (FY21), the Authority has paid approximately \$354,087 under the subject contract.

National Installation & GC Corp., holds no additional current contracts. In fiscal year ending 5/31/2020 (FY20) they were paid \$27,592.

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

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Kleinman, Director of General Services



Attachments: 1 memo, 1 tabulation

## Congiusta, Catherine

---

**From:** Steve Grgas <national.installation@yahoo.com>  
**Sent:** Wednesday, June 16, 2021 4:51 PM  
**To:** Congiusta, Catherine  
**Cc:** Torres, Marlon  
**Subject:** Re: Extension of Contract No. 7652 - Miscellaneous Minor Construction and/or Repairs at Various SCWA Structures in Suffolk County, NY

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

Hi Marlon / Catherine, as per the attached letter we would be glad to formally extend this contract as indicated per the agreement.

Thank you,  
Steve Grgas

National Installation & GC Corp.  
337 W. John Street  
Hicksville, NY 11801  
516-931-3500 t  
516-931-3600 f  
National.installation@yahoo.com

On Wednesday, June 16, 2021, 15:27, Congiusta, Catherine <Catherine.Congiusta@SCWA.com> wrote:

The above subject contract is due to expire September 30, 2021. Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

**Catherine Congiusta**

Purchasing Clerk

Phone: 631-218-1183

Fax: 631-589-5268

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

**DATE:** July 13, 2021  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7661 – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways – Groups I, II & III - March 1, 2022 to February 28, 2023

---

LLL Industries Inc., (Group I); Rosemar Contracting Inc., (Group II); CAC Contracting Corp., (Group III); by way of the attached notifications have agreed to extend the subject contract for a third and final year.

Original contract award, December 2019, was in the total estimated amounts of \$2,607,316 to LLL Industries Inc.; \$1,253,615 to Rosemar Contracting Inc.; \$1,681.536 to CAC Contracting Corp.

As of June 1, 2020 (FY21), the Authority has paid approximately \$3,515,670 to LLL Industries Inc.; \$2,825,098 to Rosemar Contracting Inc.; \$2,959,363 to CAC Contracting Corp., under the subject contract.

LLL Industries Inc., currently holds one (1) additional contract (#7662[Partial] – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways [Group I], expires March 2022, amount: \$4,713,167. In fiscal year ending 5/31/20 (FY20), they were paid \$6,587,863 (held contracts: #7565[Partial] – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways, expired March 2020, amount: \$1,413,531; #7488[Partial] – Replacement of Topsoil & Grass Seeding on State, County, Town & Village Highways, Group II, expired February 2020, amount: \$109,388; #7410[Partial] – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways, expired February 2020, amount: \$615,869). **Contractor's performance on the above referenced contracts is satisfactory.**

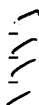
Rosemar Contracting Inc., holds no additional contracts. In fiscal year ending 5/31/20 (FY20) they were paid \$4,326,561 (held contracts: #7571 – Replacement of Asphalt & Bituminous Shoulders & #7592 – Restoration Work, Wainscotts). **Contractor's performance on the above referenced contracts is satisfactory.**

CAC Contracting Corp., holds one (1) additional current contract (#7740 – Construction of Asphalt Driveways, Paved Yard Areas & Walkways (Eastern Zone), expires January 2022, amount: \$272,470). In fiscal year ending 5/31/20 (FY20) they were paid \$1,816,356). **Contractor's performance on the above referenced contracts is satisfactory.**

We are requesting contract extension for the one-year period, as noted.

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy, CEO Operations  
B. Warner, Director of Construction Maintenance



Attachments: 1 Memo, 1 tabulation

LINDA LYON, President

PHONE: 631-286-3222

FAX: 631-286-7043

*L.L.L. Industries Inc.*  
*19B Sturiz Road*  
*Brookhaven, N.Y. 11719*

June 30, 2021

Suffolk County Water Authority  
P.O. Box 38  
Oakdale, NY 11769-0901  
(631) 563-0334

ATTN: Mr. Marlon Torres, Purchasing Director

RE: Contract No. 7661A- Replacement of Asphalt & Bituminous Shoulders on State, County,  
Town & Village Highways (Group I) March 1, 2022 to February 28, 2023

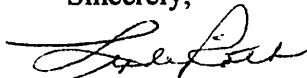
Extension of Contract- MARCH 1, 2022 TO FEBRUARY 28,2023

Dear Sir:

Please be advised we would agree to extend for a period of two years in one (1) year increments  
at the same prices as stated in original contract.

Thank you for your consideration on the above captioned matter.

Sincerely,



Linda Roth

Equal Opportunity Employer  
WBE Enterprise



Contracting, Inc.

P.O. Box 16, Patchogue, NY 11772

Tel: (631) 878-3084 • FAX: (631) 878-2465

7/1/21

Suffolk County Water Authority  
P.O. Box 38  
Oakdale, NY 11769-0901  
Attn: Purchasing

Re: Contract No. 7661B- Replacement of Asphalt  
& Bituminous Shoulders on State, County, Town &  
Village Highways- Group II Extension of Contract

Gentlemen,

As requested, we wish to extend the above referenced contract for an additional one year. We understand this extension would be at the same prices and provisions of the existing contract.

Sincerely,

Linda Bianca  
President

# CAC Contracting, Corp.

PO Box 48

Mattituck, NY 11952

Phone 631-734-5600 / Fax 631-734-5625

E-mail: cac\_caccontracting.com

July 1, 2021

Suffolk County Water Authority  
Attn: Marlon Torres, Purchasing Director  
PO Box 37  
Oakdale, NY 11769

Re: Contract No. 7661C Group III

Dear Mr. Torres:

In regard to your 6/29/21 letter, CAC Contracting Corp. requests to extend to February 28, 2023 and agrees to maintain the same prices for Contract No. 7661C – Replacement of asphalt & bituminous shoulders on state, county, town & village highways - Group III.

This written notification is consideration of accepting an extension.

Truly yours,

  
Cheryl Corazzini  
President

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

**DATE:** July 13, 2021  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7662 – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways – Groups I, II, & III – March 1, 2022 to February 28, 2023

---

LLL Industries Inc. (Group I); New York Paving (Group II); Aventura Construction Corp.(Group III), by way of attached notifications, have agreed to extend the subject contract for a third and final year.

Original contract award, December 2019, was in the total estimated amount of \$4, 713,167 to LLL Industries Inc.; \$1,769,696 to New York Paving; \$5,632,960 to Aventura Construction Corp. As of June 1, 2020 (FY21), the Authority has paid approximately \$5,184,328 to LLL Industries Inc., \$3,131,021 to New York Paving and \$1,068,495 to Aventura Construction Corp., under the subject contract.

LLL Industries Inc., currently holds one (1) additional contract (#7661[Partial] – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways (Group I), expires February 2022, amount: \$2,607,316. In fiscal year ending 5/31/20 (FY20), they were paid \$6,587,863 (held contracts: #7565[Partial] – Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways, expired March 2020, amount: \$1,413,531; #7488[Partial] – Replacement of Topsoil & Grass Seeding on State, County, Town & Village Highways, Group II, expired February 2020, amount: \$109,388; #7410[Partial] – Replacement of Asphalt & Bituminous Shoulders on State, County, Town & Village Highways, expired February 2020, amount: \$615,869). **Contractor's performance on the above referenced contracts is satisfactory.**

New York Paving Corp., holds no additional current contracts with the Authority. In fiscal year ending 5/31/20 (FY20), they were paid \$2,792,131 (held contract# 7565 [Partial] - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways [Group II], expired March 2020, amount: \$1,428,250). **Contractor's performance on the above referenced contracts is satisfactory.**

Aventura Construction Corp., holds no additional current contracts with the Authority. **Contractor's performance is satisfactory.**

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

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy, CEO Operations  
B. Warner – Director of Construction Maintenance

✓  
✓  
✓  
✓

Attachments: 1 Memo, 1 tabulation



LINDA LYON, President

PHONE: 631-286-3222

FAX: 631-286-7043

*L.L.L. Industries Inc.*  
*19B Stiriz Road*  
*Brookhaven, N.Y. 11719*

June 30, 2021

Suffolk County Water Authority  
P.O. Box 38  
Oakdale, NY 11769-0901  
(631) 563-0334

ATTN: Mr. Marlon Torres, Purchasing Director

RE: Contract No. 7662A- Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete sidewalk Restoration on State, County, Town & Village Highways  
March 1, 2022 to February 28, 2023

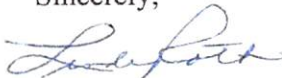
Extension of Contract- MARCH 1, 2022 TO FEBRUARY 28, 2023

Dear Sir:

Please be advised we would agree to extend for a period of two years in one (1) year increments at the same prices as stated in original contract.

Thank you for your consideration on the above captioned matter.

Sincerely,



Linda Roth

Equal Opportunity Employer  
WBE Enterprise



June 30, 2021

**Via E-Mail to [marlon.torres@scwa.com](mailto:marlon.torres@scwa.com)**

Suffolk County Water Authority

Attn: Purchasing

P. O. Box 38

Oakdale, NY 11769-0901

RE: Contract No. 7662B - Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways March 1, 2021 to February 28, 2022

**Extension of Contract** – March 1, 2022 to February 28, 2023

Dear M. Torres,

We are willing to extend our Contract No. 7662B for an additional year.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Arthur Bruno".

Arthur Bruno  
Operations Manager

AB/mlj

## Torres, Marlon

---

**From:** Joe Pepe <jpepe@aventuracorp.com>  
**Sent:** Wednesday, June 30, 2021 11:00 AM  
**To:** Congiusta, Catherine  
**Cc:** Torres, Marlon; Frank DeMeyer; Russ Jaconi  
**Subject:** RE: Contract No. 7662C- Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways  
**Attachments:** 7662C - Aventura Construction Corp. Letter to Extend.pdf

**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.

Marlon / Catherine

Please accept this email as confirmation that Aventura is committed to extending this Contract through year 3

Thanks

Joe Pepe



1101 Waverly Avenue  
Holtsville, NY 11742  
ph: (631) 654-0660 fx: (631) 654-0990  
www.aventuracorp.com

**From:** Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Sent:** Wednesday, June 30, 2021 9:24 AM  
**To:** [jpepe@aventuracorp.com](mailto:jpepe@aventuracorp.com)  
**Cc:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Subject:** Contract No. 7662C- Replacement of Concrete & Bituminous Patches, Concrete Curb & Concrete Sidewalk Restoration on State, County, Town & Village Highways

The above subject contract is due to expire February 28, 2022 . Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*  
Purchasing Department  
Phone: 631-218-1183  
Fax: 631-589-5268

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

**DATE:** July 13, 2021  
**TO:** Chairman/Board Members  
**FROM:** Jeff Szabo, Chief Executive Officer  
**SUBJECT:** Extension of Contract No. 7714 – Furnishing & Delivery of Plumbing Valves, Fittings, Pipe & Associated Supplies - October 1, 2021 to September 30, 2022

---

Central Islip Plumbing Supplies (Group II); United Pipe Nipple Co. (Group III & IV); Pollardwater (Group V) by way of the attached notifications, have agreed to extend the subject contract for a second year representing the first of two possible one-year extensions. Mayer Malbin Co., Inc., (Group I), has declined our offer to extend their contract for the additional contract term. If products are needed under Group I we will procure on the open market or utilize the other existing contracts.

Original contract award, August 2020, was in the total estimated amount of \$5,207 to Central Islip Plumbing Supplies (Group II); \$8,987 to United Pipe Nipple Co. (Group III & IV); \$1,357 to Pollardwater (Group V).

As of June 1, 2020 (FY21), the Authority has paid approximately \$14,385 to United Pipe Nipple Co.; \$17,252 to Pollardwater, under the subject contract.

Central Islip Plumbing Supplies holds no other contracts with the Authority. **Contractor's performance is satisfactory.**

United Pipe Nipple Co., holds no other current contracts with the Authority. In FY 20, they were paid \$39,918, under contract #7639 and other NY State Contracts. **Contractor's performance is satisfactory.**

Pollardwater currently holds five (5) additional contracts (#7763[Partial] – Furnishing & Delivery of pH Measuring Equipment & Pressure Transmitters, expires June 2022, amount: \$21,540; #7692 – Repair of Underground Locating Devices, expires June 2022, amount: \$19,850; #7694[Partial] – Furnish & Deliver Underground Locating Devices, expires June 2022, amount: \$14,500; #7621[Partial] – Furnishing & Delivery of Waterworks Supplies, Tools & Equipment, expires June 2022, amount: \$111,764; #7609[Partial] – Furnish & Deliver Chemical Pumps and Parts, expires April 2022, amount; \$18,907;). In fiscal year ending 5/31/20 (FY20) they were paid \$203,213. **Contractor's performance on the above referenced contracts is satisfactory.**

We are requesting contract extension for the one-year period commencing October 1, 2021, as noted above.

Reviewed by:  
Jeff. Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy CEO Operations  
M. O'Connell, Director of Production Control

✓  
✓  
✓  
✓

## Torres, Marlon

---

**From:** Roger DeSimone <info@unitedpipenipple.com>  
**Sent:** Wednesday, June 30, 2021 8:46 AM  
**To:** Torres, Marlon; Congiusta, Catherine  
**Cc:** SALES@UNITEDPIPENIPPLE.COM; MARTINEZLUIS324@GMAIL.COM;  
JMFAMARTINEZ@HOTMAIL.COM  
**Subject:** RE: Contract No. 7714B Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies

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

HI MARLON,

I AM INTERESTED IN EXTENDING THE ABOVE REFERENCED CONTRACT NO. 7714B FURNISH & DELIVER PLUMBING VALVES, FITTINGS, PIPE AND ASSOCIATED SUPPLIES

PLEASE ADVISE ON HOW TO PROCEED

THANKS,



Roger DeSimone  
C.E.O./UPN  
2855 Woods Avenue  
Oceanside, NY 11572  
Tel: 516-678-1002  
Fax: 516-678-1004  
Cell: 646-773-6336  
Email: sales@unitedpipenipple.com

---

**From:** Torres, Marlon [mailto:Marlon.Torres@SCWA.com]  
**Sent:** Tuesday, June 29, 2021 2:52 PM  
**To:** Roger DeSimone  
**Cc:** Congiusta, Catherine  
**Subject:** FW: Contract No. 7714B Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies

Marlon Torres  
Director of Purchasing  
Suffolk County Water Authority  
4060 Sunrise Highway

Oakdale, NY 11769  
Telephone: 631-563-0334  
Email: Marlon.Torres@SCWA.com



---

**From:** Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Sent:** Tuesday, June 29, 2021 2:41 PM  
**To:** sales@unitedpipenipple.com  
**Cc:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Subject:** Contract No. 7714B Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies

The above subject contract is due to expire September 30, 2021. Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*  
Purchasing Department  
Phone: 631-218-1183  
Fax: 631-589-5268

## Congiusta, Catherine

---

**From:** alexj@pollardwater.com  
**Sent:** Tuesday, July 6, 2021 12:07 PM  
**To:** Congiusta, Catherine; Torres, Marlon  
**Subject:** FW: Contract No. 7714C - Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies  
**Attachments:** 7714C- Ferguson Enterprises LLC DBA Pollardwater.pdf; Section IV - Bidders Proposal.pdf

**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.

Good afternoon,

We would like to extend, please let me know what you need me to do.

Thank you!

**Alexandria Jackson**  
Quotations Specialist

**Pollardwater**

709 City Center blvd Suite A101 Newport News, VA 23606

Call us: (800) 437-1146 F: (516) 746-0852

E: [info@pollardwater.com](mailto:info@pollardwater.com)

Visit us at: [www.pollardwater.com](http://www.pollardwater.com)

**From:** Congiusta, Catherine <[Catherine.Congiusta@SCWA.com](mailto:Catherine.Congiusta@SCWA.com)>  
**Sent:** Tuesday, June 29, 2021 2:38 PM  
**To:** Pollardwater Bid <[Bid@pollardwater.com](mailto:Bid@pollardwater.com)>  
**Cc:** Torres, Marlon <[Marlon.Torres@SCWA.com](mailto:Marlon.Torres@SCWA.com)>  
**Subject:** Contract No. 7714C - Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies

The above subject contract is due to expire September 20, 2021 . Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Department

Phone: 631-218-1183

Fax: 631-589-5268

## Congiusta, Catherine

---

**From:** Jim Willow <jim@ciplumbingsupply.com>  
**Sent:** Wednesday, July 7, 2021 1:05 PM  
**To:** Congiusta, Catherine  
**Subject:** Re: Contract No. 7714D - Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies.

**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.

YES, WE WOULD LIKE TO EXTEND THIS AGREEMENT.

THANK YOU,

LINDA

---

**From:** Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Sent:** Monday, June 28, 2021 11:19 AM  
**To:** Jim Willow <jim@ciplumbingsupply.com>  
**Cc:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Subject:** Contract No. 7714D - Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies.

The above subject contract is due to expire September 30, 2021. Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Clerk

Phone: 631-218-1183

Fax: 631-589-5268



## Torres, Marlon

---

**From:** Sam Gordon <sam@mayermalbin.com>  
**Sent:** Tuesday, June 29, 2021 6:39 AM  
**To:** Torres, Marlon  
**Cc:** Congiusta, Catherine; Sammy Hsaine  
**Subject:** Re: Contract No. 7714A - Furnish & Deliver Plumbing Valves, Fittings, Pipe and Associated Supplies. Letter to Extend

**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.

We do not wish to extend Contract No. 7714A. 

Thanks,  
Sam

On Mon, Jun 28, 2021 at 11:21 AM Congiusta, Catherine <[Catherine.Congiusta@scwa.com](mailto:Catherine.Congiusta@scwa.com)> wrote:

The above subject contract is due to expire September 30, 2021 . Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Clerk

Phone: 631-218-1183

Fax: 631-589-5268

--



**Sam Gordon, Esq.**

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: July 13, 2021  
TO: Chairman/Board Members  
FROM: Jeff Szabo, Chief Executive Officer  
SUBJECT: Contract No. 7769 – Furnishing & Delivery of “No Lead” Meter Settings  
September 1, 2021 to August 31, 2023 (2 Yr. Term)

---

Opened: June 11, 2021 Published: May 21, 2021  
No. of Bids received: 4 Documents Sent: 5

**Low Bidders:**

Group I (Iron Yoke Pieces; Items 1 & 2); Group IIA (Valves & Gaskets; Items 3, 5-7; 9-14; 16-21);  
Group III (Adaptors & Connections; Items 22-30)  
**Mueller Co.**  
Bid Amount: \$245,810.90

Group II (Valves & Gaskets; Items 4; 8 & 15)  
**Ford Meter Box Company, Inc.**  
Bid Amount: \$17,896.25

**Recommendation: Award to Low Bidders, for the line items noted**

Comments: The above recommendation represents the most cost-effective scenario for the Authority, greater savings in awarding by group awards as opposed to line items, except in cases where the bidder's proposed product does not comply with specifications.

**GROUP I: IRON YOKE PIECES (Items 1 & 2)-** Mueller Co. had lowest acceptable bid. Compared to the previous contract (#7536) prices have decrease an average of 4%

**GROUP IIA: VALVES & GASKETS (Items 3, 5-7, 9-14, 16-21)-** Mueller Co. had lowest acceptable bid. Compared to the previous contract, in total Group IIA had an average decrease of 5.6%.

**GROUP IIB: VALVES & GASKETS (Items 4, 8 & 15)-** Ford Meter Box had lowest acceptable bid and was the only bidder who provided complete bids in Group II in which Mueller Co. did not provide approved items. Compared to the previous contract, in total Group IIB had an average increase of 52%.

**GROUP III: ADAPTORS & CONNECTIONS (Items 22-30)-** Mueller Co. had lowest acceptable bid. Compared to previous contract prices have decrease an average of 4%

**In total the entire contract had an average increase in price of 0.8% compared to the previous contract.**

Mueller Co., currently holds two (2) additional contracts (#7737 – Furnish & Deliver Complete Hydrants, Hydrant Tops & Parts, expires February 2024, amount: \$50,397; #7757[Partial] – Furnishing & Delivery of Stainless-Steel Repair Clamps, Iron Saddles & Bell Joint Leak Clamps, expires June 2022, amount: \$37,316). In fiscal year ending 5/31/21 (FY 21) they were paid \$263,382).

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

Ford Meter Box Co., Inc., currently holds three (3) contracts (#7726 – Furnish and Deliver 'No Lead" Brass/Bronze Fittings for Underground Service Lines, expires December 31, 2022, amount: \$337,853; #7536[Partial] – Furnishing & Delivery of "No Lead" Meter Settings, expires August 2021, amount: \$16,567; #7583[Partial] - Furnishing & Delivery of Ductile Iron Pressure Fittings, expires March 2022, amount: \$154,600). In fiscal year ending 5/31/21 (FY 21) they were paid \$269,101.

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

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy, CEO Operations  
B. Warner, Director of Construction Maintenance



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

CONTRACT NO. 7769  
FURNISHING & DELIVERY OF (NO LEAD) METER SETTINGS  
BID OPENING: 06/11/2021

**Contract Documents Sent To:**

A. Y. McDonald Mfg Co.	PO Box 508	Dubuque, IA 52004-0508 <a href="mailto:JHarrington@aymcdonald.com">JHarrington@aymcdonald.com</a> <a href="mailto:tpiekenbrock@aymcdonald.com">tpiekenbrock@aymcdonald.com</a>
Cambridge Brass	P.O. Box 249	Cambridge, Ontario N1R5V1 <a href="mailto:Pemberley@CBrass.com">Pemberley@CBrass.com</a> <a href="mailto:bsnook@cbrass.com">bsnook@cbrass.com</a>
Ford Meter Box Co.	P.O. Box 443	Wabash, IN 46992 <a href="mailto:TPhilipsen@fordmeterbox.com">TPhilipsen@fordmeterbox.com</a>
Mueller Co.	500 W. Eldorado St.	Decatur, IL 62522 <a href="mailto:KLillpop@muellercompany.com">KLillpop@muellercompany.com</a> <a href="mailto:AMcLoughlin@muellercompany.com">AMcLoughlin@muellercompany.com</a>
T. Mina Supply	44-41 Douglaston Parkway	Douglaston, NY 11363 <a href="mailto:michelle.olsen@tmina.com">michelle.olsen@tmina.com</a> <a href="mailto:michael.voyias@tmina.com">michael.voyias@tmina.com</a> <a href="mailto:colleenr@tmina.com">colleenr@tmina.com</a>

**Present at Bid Opening:**  
Marlon Torres – Purchasing Director  
Catherine Congiusta – Clerk

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005666 100002 MUELLER COMPANY 500 WEST ELDORADO DECATUR IL 62522 BID BOND	6000005664 102192 CAMBRIDGE BRASS PO BOX 249 CAMBRIDGE ON N1R 5V1 BID BOND	6000005665 102172 AY MCDONALD MFG CO PO BOX 655178 DALLAS TX 75265-5178 BID BOND
00010	15504 YOKE, IRON, 5/8" X 3/4" 300 EA	Total Val.: Unit Price: Rank:	2,295.00 7.65 1	3,066.00 10.22 4	3,000.00 10.00 3
00020	15511 YOKE, IRON, 1" 900 EA	Total Val.: Unit Price: Rank:	11,394.00 12.66 1	16,137.00 17.93 4	15,777.00 17.53 3
00030	15506 VALVE, ANGLE YOKE, BRASS, 3/4", OUTSIDE, NL 100 EA	Total Val.: Unit Price: Rank:	2,258.00 22.58 1	No Bid	2,989.00 29.89 3
00040	15505 VALVE, ANGLE YOKE, BRASS, 3/4" FIP, INSIDE, N 400 EA	Total Val.: Unit Price: Rank:	9,660.00 24.15 1	No Bid	No Bid
00050	15510 VALVE, DUAL CHECK, BRASS, 3/4", OUTSIDE, NL 100 EA	Total Val.: Unit Price: Rank:	5,125.00 51.25 1	6,695.00 66.95 2	7,073.00 70.73 3
00060	15507 VALVE, DUAL CHECK, BRASS, 3/4", INSIDE, NL 50 EA	Total Val.: Unit Price: Rank:	2,224.50 44.49 1 As Corrected	2,778.50 55.57 2	2,904.50 58.09 3
00070	15515 VALVE, ANGLE YOKE, BRASS, 1", OUTSIDE, NL 750 EA	Total Val.: Unit Price: Rank:	25,027.50 33.37 1	No Bid	32,715.00 43.62 2
00080	15513 VALVE, ANGLE YOKE, BRASS, 1" FIP, INSIDE, N 75 EA	Total Val.: Unit Price: Rank:	2,997.75 39.97 1	No Bid	No Bid
00090	15518 VALVE, DUAL CHECK, BRASS, 1", OUTSIDE, NL 800 EA	Total Val.: Unit Price: Rank:	34,008.00 42.51 1	90,192.00 112.74 3	85,728.00 107.16 2
00100	18261 VALVE, DUAL CHECK, BRASS, 1", INSIDE 40 EA	Total Val.: Unit Price: Rank:	3,278.80 81.97 1	3,955.60 98.89 3	4,092.40 102.31 4
00110	15519 VALVE, DUAL CHECK, BRASS, 1-1/2", OUTSIDE, N 60 EA	Total Val.: Unit Price: Rank:	10,490.40 174.84 1	No Bid	14,928.00 248.80 2
00120	15524 VALVE, ANGLE METR, FL, 1-1/2" OUTSIDE, NL 75 EA	Total Val.: Unit Price: Rank:	9,153.00 122.04 1	12,309.75 164.13 3	11,845.50 157.94 2

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005666 100002 MUELLER COMPANY 500 WEST ELDORADO DECATUR IL. 62522 BID BOND	6000005664 102192 CAMBRIDGE BRASS PO BOX 249 CAMBRIDGE IL. 62522 N1R 5V1 BID BOND	6000005665 102172 AY MCDONALD MFG CO PO BOX 655178 DALLAS TX 75265-5178 BID BOND
00130 15522 VALVE, DUAL CHECK, BRASS, 2", OUTSIDE, NL 150 EA		Total Val.: Unit Price: Rank:	26,965.50 179.77 1	No Bid	35,251.50 235.01 2
00140 15525 VALVE, ANGLE METER, BRASS, FL, 2" OUTSIDE, N 150 EA		Total Val.: Unit Price: Rank:	23,109.00 154.06 1	30,838.50 205.59 3	29,908.50 199.39 2
00150 15427 GASKET, METER, 5/8", LEATHER COUPLING 1,000 EA		Total Val.: Unit Price: Rank:	220.00 0.22 1	No Bid	410.00 0.41 2
00160 15424 GASKET, METER, 3/4" 5,000 EA		Total Val.: Unit Price: Rank:	650.00 0.13 1	950.00 0.19 2	1,500.00 0.30 4
00170 15421 GASKET, NEOPRENE 1.125 X .7501D X.125 5,000 EA		Total Val.: Unit Price: Rank:	6,300.00 1.26 3	1,550.00 0.31 1	1,700.00 0.34 2 As Corrected
00180 15420 GASKET, METER, 1" 2,000 EA		Total Val.: Unit Price: Rank:	420.00 0.21 1	560.00 0.28 2	580.00 0.29 3 As Corrected
00190 15425 GASKET, METER, 1", C38-44-2.625 COUPL 1,000 C		Total Val.: Unit Price: Rank:	180.00 0.18 1	240.00 0.24 2	No Bid
00200 15422 GASKET, METER, 1-1/2" 200 EA		Total Val.: Unit Price: Rank:	252.00 1.26 1	304.00 1.52 2	474.00 2.37 4
00210 15423 GASKET, METER, 2" 600 EA		Total Val.: Unit Price: Rank:	798.00 1.33 1	1,038.00 1.73 2	1,566.00 2.61 4
00220 15194 COUPLING, BRASS, 3/4" EXPANSION, NL 2,000 EA		Total Val.: Unit Price: Rank:	24,500.00 12.25 1	32,100.00 16.05 2	34,020.00 17.01 4 As Corrected
00230 15512 COUPLING, BRASS, 1" EXPANSION, NL 2,000 EA		Total Val.: Unit Price: Rank:	41,340.00 20.67 1	54,040.00 27.02 2	56,920.00 28.46 4
00240 15528 ADAPTER, BRASS, 1-1/2" MALE IP, FLANGED, N 1 EA		Total Val.: Unit Price: Rank:	31.38 31.38 1	43.03 43.03 4	41.34 41.34 3

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005666 100002 MUELLER COMPANY 500 WEST ELDORADO DECATUR IL 62522 BID BOND	6000005664 102192 CAMBRIDGE BRASS PO BOX 249 CAMBRIDGE ON N1R 5V1 BID BOND	6000005665 102172 AY MCDONALD MFG CO PO BOX 655178 DALLAS TX 75265-5178 BID BOND
00250 15529 ADAPTER, BRASS, 1-1/2" FIP, FLANGED, NL 1 EA		Total Val.: Unit Price: Rank:	29.05 29.05 1	39.85 39.85 4	38.27 38.27 3
00260 15530 ADAPTER, BRASS, 2" MIP, FLANGED,NL 5 EA		Total Val.: Unit Price: Rank:	196.50 39.30 1	285.50 57.10 4	275.80 55.16 3
00270 15531 ADAPTER, BRASS, 2" FIP, FLANGED, NL 1 EA		Total Val.: Unit Price: Rank:	35.61 35.61 1	52.03 52.03 4	49.96 49.96 3
00280 15536 ADAPTER, BRASS,5/8"X3/4" METER TO 3/4"N 1 EA		Total Val.: Unit Price: Rank:	6.94 6.94 1	9.51 9.51 3	9.94 9.94 4
00290 15539 ADAPTER, BRASS,5/8"X3/4" METER TO 1" P 1,000 PAA		Total Val.: Unit Price: Rank:	15,600.00 15.60 1	22,260.00 22.26 4	20,390.00 20.39 2
00300 15532 ADAPTER, BRASS,1-1/2" METER TO 2"NL P 1 PAA		Total Val.: Unit Price: Rank:	142.72 142.72 1	No Bid	188.01 188.01 3
Total Quot.		Total Val.: Rank:	258,688.65 1	279,444.27 2	364,375.72 3

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.:	Bidder:	House No:	Street:	City:	Region:	Post Code:	Item Text:	6000005666	6000005664	6000005665
00100 18261	VALVE, DUAL CHECK, BRASS, 1", INSIDE 40 EA	Total Val.: Unit Price: Rank:	MUELLER COMPANY	500 WEST ELDORADO	DECATUR	IL	62522	BID BOND		3,278.80 81.97	3,955.60 98.89	4,092.40 102.31
00280 15536	ADAPTER, BRASS, 5/8"x3/4" METER TO 3/4" N 1 EA	Total Val.: Unit Price: Rank:								6.94 6.94	9.51 9.51	9.94 9.94
00290 15539	ADAPTER, BRASS, 5/8"x3/4" METER TO 1" P 1,000 PAA	Total Val.: Unit Price: Rank:								15,600.00 15.60	22,260.00 22.26	20,390.00 20.39
Total Quot.		Total Val.: Rank:								258,688.65	279,444.27	364,375.72



FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005666 100002 MUELLER COMPANY 500 WEST ELDORADO DECATUR IL 62522 BID BOND	6000005664 102192 CAMBRIDGE BRASS PO BOX 249 CAMBRIDGE ON N1R 5V1 BID BOND	6000005665 102172 AY MCDONALD MFG CO PO BOX 655178 DALLAS TX 75265-5178 BID BOND
00100 18261 VALVE, DUAL CHECK, BRASS, 1", INSIDE 40 EA		Total Val.: Unit Price: Rank:	3,278.80 81.97 1	3,955.60 98.89 3	4,092.40 102.31 4
Total Quot.		Total Val.: Rank:	258,688.65 1	279,444.27 2	364,375.72 3

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005667 101690 FORD METER BOX COMPANY INC  PO BOX 443 WABASH IN 46992 BID BOND
00010	15504 YOKE, IRON, 5/8" X 3/4" 300 EA	Total Val.: Unit Price: Rank:	 2,883.00 9.61 2
00020	15511 YOKE, IRON, 1" 900 EA	Total Val.: Unit Price: Rank:	 15,597.00 17.33 2
00030	15506 VALVE, ANGLE YOKE, BRASS, 3/4", OUTSIDE, NL 100 EA	Total Val.: Unit Price: Rank:	 2,865.00 28.65 2
00040	15505 VALVE, ANGLE YOKE, BRASS, 3/4" FIP, INSIDE, N 400 EA	Total Val.: Unit Price: Rank:	 13,312.00 33.28 2
00050	15510 VALVE, DUAL CHECK, BRASS, 3/4", OUTSIDE, NL 100 EA	Total Val.: Unit Price: Rank:	 7,589.00 75.89 4
00060	15507 VALVE, DUAL CHECK, BRASS, 3/4", INSIDE, NL 50 EA	Total Val.: Unit Price: Rank:	 3,193.50 63.87 4
00070	15515 VALVE, ANGLE YOKE, BRASS, 1", OUTSIDE, NL 750 EA	Total Val.: Unit Price: Rank:	 33,952.50 45.27 3
00080	15513 VALVE, ANGLE YOKE, BRASS, 1" FIP, INSIDE, N 75 EA	Total Val.: Unit Price: Rank:	 4,124.25 54.99 2
00090	15518 VALVE, DUAL CHECK, BRASS, 1", OUTSIDE, NL 800 EA	Total Val.: Unit Price: Rank:	 93,840.00 117.30 4
00100	18261 VALVE, DUAL CHECK, BRASS, 1", INSIDE 40 EA	Total Val.: Unit Price: Rank:	 3,931.60 98.29 2
00110	15519 VALVE, DUAL CHECK, BRASS, 1-1/2", OUTSIDE, N 60 EA	Total Val.: Unit Price: Rank:	 No Bid  
00120	15524 VALVE, ANGLE METR, FL, 1-1/2" OUTSIDE, NL 75 EA	Total Val.: Unit Price: Rank:	 12,453.75 166.05 4

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005667 101690 FORD METER BOX COMPANY INC  PO BOX 443 WABASH IN 46992 BID BOND
00130	15522 VALVE,DUAL CHECK,BRASS,2",OUTSIDE,NL 150 EA	Total Val.: Unit Price: Rank:	 44,043.00 293.62 3
00140	15525 VALVE,ANGLE METER,BRASS,FL, 2"OUTSIDE,N 150 EA	Total Val.: Unit Price: Rank:	 31,737.00 211.58 4
00150	15427 GASKET, METER, 5/8", LEATHER COUPLING 1,000 EA	Total Val.: Unit Price: Rank:	 460.00 0.46 3
00160	15424 GASKET , METER, 3/4" 5,000 EA	Total Val.: Unit Price: Rank:	 1,300.00 0.26 3
00170	15421 GASKET, NEOPRENE 1.125 X .7501D X.125 5,000 EA	Total Val.: Unit Price: Rank:	 No Bid 
00180	15420 GASKET , METER, 1" 2,000 EA	Total Val.: Unit Price: Rank:	 600.00 0.30 4
00190	15425 GASKET, METER, 1", C38-44-2.625 COUPL 1,000 C	Total Val.: Unit Price: Rank:	 250.00 0.25 3
00200	15422 GASKET, METER, 1-1/2" 200 EA	Total Val.: Unit Price: Rank:	 420.00 2.10 3
00210	15423 GASKET, METER, 2" 600 EA	Total Val.: Unit Price: Rank:	 1,434.00 2.39 3
00220	15194 COUPLING,BRASS, 3/4"EXPANSION,NL 2,000 EA	Total Val.: Unit Price: Rank:	 33,300.00 16.65 3
00230	15512 COUPLING,BRASS, 1"EXPANSION, NL 2,000 EA	Total Val.: Unit Price: Rank:	 55,960.00 27.98 3
00240	15528 ADAPTER, BRASS,1-1/2" MALE IP,FLANGED,N 1 EA	Total Val.: Unit Price: Rank:	 39.83 39.83 2

FURNISH & DELIVER (NO LEAD) METER SETTING

Bid Opening, 06/11/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot. : Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005667 101690 FORD METER BOX COMPANY INC PO BOX 443 WABASH IN 46992 BID BOND	Total Val.: Unit Price: Rank:	36.86 36.86 2
00250 15529 ADAPTER, BRASS, 1-1/2" FIP, FLANGED, NL 1 EA		Total Val.: Unit Price: Rank:		265.70 53.14 2	
00260 15530 ADAPTER, BRASS, 2" MIP, FLANGED, NL 5 EA		Total Val.: Unit Price: Rank:		48.13 48.13 2	
00270 15531 ADAPTER, BRASS, 2" FIP, FLANGED, NL 1 EA		Total Val.: Unit Price: Rank:		8.80 8.80 2	As Corrected
00280 15536 ADAPTER, BRASS, 5/8"x3/4" METER TO 3/4"N 1 EA		Total Val.: Unit Price: Rank:		20,660.00 20.66 3	
00290 15539 ADAPTER, BRASS, 5/8"x3/4" METER TO 1" P 1,000 PAA		Total Val.: Unit Price: Rank:		181.12 181.12 2	
00300 15532 ADAPTER, BRASS, 1-1/2" METER TO 2"N NL P 1 PAA		Total Val.: Unit Price: Rank:		384,486.04 384,486.04 4	
Total Quot.					

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 06/11/2021 for FURNISH & DELIVER (NO LEAD) METER SETTING, 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director



EXHIBIT D

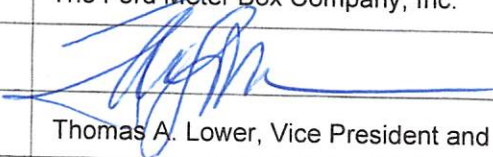
CONTACT INFO  
CONTRACT NO. 7769

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
Steven R. Ford, President	775 Manchester Ave, Wabash, IN 46992
Thomas A. Lower, Vice President and Senior Manager of Sales and Marketing	775 Manchester Ave, Wabash, IN 46992
Gary L. Larson, Chief Financial Officer	775 Manchester Ave, Wabash, IN 46992

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

Contractor:	The Ford Meter Box Company, Inc.
Signature:	
Name:	Thomas A. Lower, Vice President and Senior Manager of Sales and Marketing

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name: The Ford Meter Box Company, Inc.
Business Address of Contractor: 775 Manchester Ave, Wabash, IN 46992
Contact Person for Contract Follow-Up: Tom Philippsen, Quotation Department Manager
Business Contact Telephone: 260-563-3171
Cell Number:
E-Mail Address: tphilippsen@fordmeterbox.com
Fax Number: 800-826-3487
Federal Employee Identification Number: 35-0315220
Suffolk County Department of Consumer Affairs License Number (If Applicable)



EXHIBIT D

CONTACT INFO  
CONTRACT NO. 7769

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
Scott Hall - President & CEO	Atlanta, GA
Mike Lindgren - VP of Distribution	Argyle, TX
Chad Mize - SVP Sales & Marketing	Atlanta, GA

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

Contractor:	Mueller Co. LLC
Signature:	
Name:	Kim Lillpop - Customer Relations Manager

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name: Mueller Co. LLC
Business Address of Contractor: 500 W. Eldorado St., Decatur IL, 62525
Contact Person for Contract Follow-Up: Kim Lillpop
Business Contact Telephone: 800-423-1323
Cell Number:
E-Mail Address: klillpop@muellerwp.com
Fax Number: 800-871-2195
Federal Employee Identification Number: 20-3547095
Suffolk County Department of Consumer Affairs License Number (If Applicable)

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: July 15, 2021  
TO: Marlon Torres, Purchasing Director  
FROM: T.J. Kilcommons, P.E., Chief Engineer/Director of R&D  
SUBJECT: Contract No. 7773  
H2O2 Truck Containment Pads



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**Recommendation**

Lowest Bidder: Containment Corp  
Items 1, 2 & 3 27280 Via Industria  
Temecula, CA 92590

Estimated Annual Amount - \$114,720.00

Award To: Lowest Bidder Indicated Above.

**Comments**

The H2O2 Truck Containment Pads required under Contract No. 7773 has not been performed for the Authority in the past and therefore there are no previous costs for comparison. This equipment is required as part of the AOP treatment operations that is currently ongoing at the Authority.

This Contractor has not provided equipment for the Authority in the past. However, the equipment is standard for their company and we have been communicating with them throughout the design phase of the treatment works and feel confident that they can provide the equipment as specified. Therefore, it is recommended that Containment Corp. be awarded this Contract.

cc: J.M. Pokorny, P.E.  
W.G. Fisher, P.E.

TABULATION OF BIDS  
CONTRACT NO. 7773

Furnishing of H202 Truck Containment Pads

Bid Opening, 06/30/2021

Line Item Sh. Text Qty. in Base Unit	Material Mat. Grou	Quot. : Bidder : Name : House No : Street : City : Region : Post Code : Item Text :	60000005669 107446 CONTAINMENT CORP. 27280 VIA INDUSTRIA TEMECULA CA 92590 No Bid Deposit	Total Val. : Unit Price : Rank :	Total Val. : Unit Price : Rank :
12'x20' E029 Containment Pad/Single Ramp 6 EA				89,550.00 14,925.00 1	
12'x20' E029 Pad/Double Ramp (Hollywood Pl) 1 EA				15,765.00 15,765.00 1	
12'x10' E029 Pad/Double Ramp (McKay Dr) 1 EA				9,405.00 9,405.00 1	
Total Quot.				Total Val. : Rank :	114,720.00 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,  
06/30/2021  
for Furnishing of H202 Truck Containment Pads, 11:00 AM, prevailing time, Oakdale, New York

MARION TORRES, Purchasing Director



**DOCUMENTS TO:**

AARCO Environmental Services  
Aventura Construction Corp.  
Bensin Contracting, Inc.  
Containment Corp.  
Phoenix Environmental Technology, Inc.  
Whittington & Associates

**Represented at Opening of Bids by:**

M. Torres, SCWA

C. Congiusta, SCWA

**ADDRESSES:**

AARCO Environmental Services  
50 Gear Avenue  
Lindenhurst, NY 11757  
Attn: Heike Santos  
631-586-5900  
[hsantos@aarcoenvironmental.com](mailto:hsantos@aarcoenvironmental.com)

Aventura Construction Corp.  
1101 Waverly Avenue  
Holtsville, NY 11742  
Attn: Joe Pepe  
631-654-0660  
631-654-0990 – FX  
[jpepe@aventuracorp.com](mailto:jpepe@aventuracorp.com)

Bensin Contracting  
652 Union Avenue  
Holtsville, NY 11742  
631-758-7200  
631-758-7219 – FX  
[Matt@bensincontracting.com](mailto:Matt@bensincontracting.com)

Containment Corp.  
27280 Via Industria  
Temecula, CA 92590  
Attn: John W. Beaver  
800-235-7421  
562-822-8300 – Cell  
[john@containmentcorp.com](mailto:john@containmentcorp.com)

Phoenix Environmental Technology, Inc.  
65 Austin Blvd.  
Commack, NY 11725  
631-864-4200  
[psherwood@phoenixeti.com](mailto:psherwood@phoenixeti.com)

Whittington & Associates  
1158 Meghan Ct.  
West Chester, PA 19382  
Attn: Scott Whittington  
610-513-8698  
[Scott@WhittingtonSales.com](mailto:Scott@WhittingtonSales.com)

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: July 14, 2021  
TO: Chairman/Board Members  
FROM: Jeff Szabo, Chief Executive Officer  
SUBJECT: Contract No. 7776 – Furnish & Deliver Thermoplastic & Concrete Meter Vault

---

Opened: July 13, 2021 Published: June 22, 2021  
No. of Bids received: 1 Documents Sent: 15

Bid Opened: **Ferguson Enterprises Inc.**  
Amount: **\$334,990.00**

**Recommendation: Reject Single Bid and Re-Bid**

Comments: This is a Rebid of contract# 7771, for which only one (1) bid was received. We are seeking the Board's approval to reject the single bid received for the above referenced re-bid contract based on the following:

- Insufficient bids received
- Unit Pricing offered is extremely high. **The pricing for the single line item they bid (Part# 15547) is over \$231.04 in comparison to the previous purchase price of \$103.95.**

The Authority will issue a new bid shortly.

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Pokorny, Deputy, CEO Operations  
B. Warner, Deputy Director of CM  
D. Penza, Distribution Engineer CM



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

TABULATION OF BIDS  
 CONTRACT NO. 7776

FURNISH AND DELIVER THERMOPLASTIC & CONCRETE METER VAULT

Bid Opening, 07/13/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005677 107007 FERGUSON ENTERPRISES, INC 2700 RTE 112 MEDFORD NY 11763-2553 BID BOND
00010	15547 VAULT, THERMOPLASTIC, 24" D X 21 X 48" 1,000 EA	Total Val.: Unit Price: Rank:	334,990.00 334.99 1
00020	15551 VAULT, ADAPTER, 21" X 12" PVC 50 EA	Total Val.: Unit Price: Rank:	No Bid
00030	15550 VAULT, THERMOPLASTIC, 30" DIA. X 40 " L 300 EA	Total Val.: Unit Price: Rank:	No Bid
00040	19320 VAULT, FIBERGLASS POLYMER, 39"D x 72"H W/ 10 EA	Total Val.: Unit Price: Rank:	No Bid
00050	19321 COVER, FIBERGLASS POLYMER, 39"D x 18"H, TA 10 EA	Total Val.: Unit Price: Rank:	No Bid
00060	19322 LID, FIBERGLASS POLYMER, 36 1/4" D, W/LIFT 10 EA	Total Val.: Unit Price: Rank:	No Bid
Total Quot.		Total Val.: Rank:	334,990.00 1

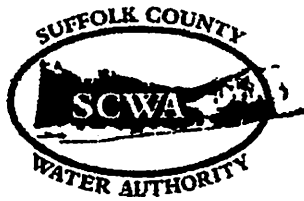
CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,  
 07/13/2021  
 for FURNISH AND DELIVER THERMOPLASTIC & CONCRETE METER VAULT,  
 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director

**CONTRACT NO. 7776**  
**Furnish & Deliver Thermoplastic & Concrete Meter Vault**  
**Bid Opening: July , 2021**

<b>CONTRACT DOCUMENTS SENT TO:</b>			
Alessio Pipe & Construction Co.,Inc.	102 Fairground Ave.	Huntington Station, NY 11743	jeff@alessiopipe.com
Armorcast Products Company	13230 Saticoy Street	North Hollywood, CA 91605	info@armorcastprod.com
Barger & Sons	123 Pawnook Farm Rd.	Lenoir City, TN 37771	Christina@bargerandsons.com
Bingham & Taylor	P. O. Box 939	Culpeper, VA 11701	<a href="mailto:bwashburn@binghamandtaylor.com">bwashburn@binghamandtaylor.com</a> <a href="mailto:vshumaker@binghamandtaylor.com">vshumaker@binghamandtaylor.com</a>
Blackman Plumbing Supply Co.	2700 Route 112	Medford, NY 11763	<a href="mailto:mfair@blackman.com">mfair@blackman.com</a> <a href="mailto:kregan@blackman.com">kregan@blackman.com</a>
KTM Associates Inc	P.O. Box 224	Spring House, PA 19477	Tswit310@aol.com
Macleane Highline Access Boxes	481 Munn Rd Suite 300	Fort Mill, SC 29715	<a href="mailto:Robert@highlineproducts.com">Robert@highlineproducts.com</a> <a href="mailto:info@macleanhighline.com">info@macleanhighline.com</a>
Old Castle Precast	1381 So. Pennsylvania Ave	Morrisville, PA 19067	<a href="mailto:Richard.miller@oldcastle.com">Richard.miller@oldcastle.com</a> <a href="mailto:david.piterski@oldcastle.com">david.piterski@oldcastle.com</a>
Roman Stone Construction Co.	85 South 4 <sup>th</sup> Street	Bay Shore, NY 11706	afaia@romanstoneco.com
Jensen PreCast	825 Steneri Way	Sparks, NV	<a href="mailto:info@jensenprecast.com">info@jensenprecast.com</a> 775-352-2700
Ti-Sales	36 Hudson Rd	Sudbury, MA	<a href="mailto:sales@tisales.com">sales@tisales.com</a>
Baker Utility Supply	4320 2 <sup>nd</sup> St NW	Albuquerque NM	<a href="mailto:sales@bakerutility.com">sales@bakerutility.com</a>
DFW Plastics	901 E Industrial Ave	Fort Worth, TX	<a href="mailto:info@dfwplasticsinc.com">info@dfwplasticsinc.com</a>
Interstate Pipe & Supply	152 Hindman Road	Butler, PA	<a href="mailto:sales@interstatepipe.com">sales@interstatepipe.com</a>
EJ Prescott	198 Ushers Road	Round Lake, NY 12151	<a href="mailto:Kirk.Aikens@ejprescott.com">Kirk.Aikens@ejprescott.com</a>

**PRESENT AT BID OPENING:**



**EXHIBIT D**

CONTACT INFO  
 CONTRACT NO. 7776

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

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

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

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

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

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name: FERGUSON WATERWORKS
Business Address of Contractor: 2619 MEDFORD AVE, MEDFORD, NY 11763
Contact Person for Contract Follow-Up: RICK GAMBONE
Business Contact Telephone: 516-479-2089
Cell Number: 646-331-8780
E-Mail Address: RICK.GAMBONE@FERGUSON.COM
Fax Number: 516-874-7595
Federal Employee Identification Number: 54-1211771
Suffolk County Department of Consumer Affairs License Number (If Applicable)
Date: 6/3/21

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: July 12, 2021  
TO: Jeff Szabo, Chief Executive Officer  
FROM: Marlon Torres, Director of Purchasing  
SUBJECT: Extension of RFP 1521 – Automated Vehicle Location and Monitoring System (AVLM)  
October 1, 2021 – September 30, 2022

---

Vehicle Tracking Systems (VTS), has confirmed their intention to extend the subject agreement for a third year representing the second of three (3) possible one-year extensions.

Original award, September 2018, was for an initial two (2) year term with three (3) possible one-year extensions.

**Contractor's performance is satisfactory.**

As of June 1, 2020 (FY21), the Authority has spent approximately \$99,476.

VTS holds no other contracts. In FY20, they were paid \$82,002.

We are requesting extension for the one-year term, as noted above.

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
J. Kleinman, Director of General Services  
R. Lehning, Fleet Manager

/  
/  
/  
/

Attachments: 1 Memo, 1 Tabulation

## Congiusta, Catherine

---

**From:** Chuck Dolce <Chuck.Dolce@IntelliShift.com>  
**Sent:** Friday, July 9, 2021 9:55 AM  
**To:** Congiusta, Catherine  
**Cc:** Torres, Marlon  
**Subject:** RE: Contract No. 1521 - Automatic Vehicle Locator & Monitoring System (AVLM)

**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.

Thanks Catherine

I replied back to Marlon that we accepted the extension.

### Chuck Dolce

Customer Success Manager, Government  
Municipality and Channel

(631) 670-1627

Chuck.Dolce@IntelliShift.com

[IntelliShift.com](https://IntelliShift.com) | [VTSCorporate.com](https://VTSCorporate.com)



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**From:** Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Sent:** Friday, July 9, 2021 9:02 AM  
**To:** Chuck Dolce <Chuck.Dolce@IntelliShift.com>  
**Cc:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Subject:** Contract No. 1521 - Automatic Vehicle Locator & Monitoring System (AVLM)

The above subject contract is due to expire September 30, 2021 . Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Department

Phone: 631-218-1183

Fax: 631-589-5268



TABULATION OF BIDS  
 CONTRACT NO. 1521

Automated Vehicle Location & Monitoring System (AVLM)

Bid Opening, 07/16/2018

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000004874 10 102274 VEHICLE TRACKING SOLUTIONS 152 VETERANS' MEMORIAL HWY COMMACK NY 11725 Automated Vehicle Location & Monitoring Automated Vehicle Location & Monitoring
10 Monthly subscription fee (Hardwired) 400 EA	Total Val.: Unit Price: Rank:	8,796.00 21.99 1
20 PTO Sensors 400 EA	Total Val.: Unit Price: Rank:	600.00 1.50 1
30 FOB replacments 400 EA	Total Val.: Unit Price: Rank:	1,000.00 2.50 1
<b>Total Services</b>	<b>Val.:</b> <b>Rank:</b>	<b>10,396.00</b> <b>1</b> <b>10,396.00</b>

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 07/16/2018 for Automated Vehicle Location & Monitoring, 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director

SUFFOLK COUNTY WATER AUTHORITY  
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: July 12, 2021  
TO: Chairman/Board Members  
FROM: Jeff Szabo, Chief Executive Officer  
SUBJECT: Extension of RFP# 1545 – Temporary Personnel Employees for SCWA Laboratory –  
October 1, 2021 to September 30, 2022

---

Apex Life Sciences, by way of attached notification, has agreed to extend the subject agreement for a third and final year.

Original contract award, in September 2019, was for an undetermined amount, proposed contract is based on a as need basis, expenditures will be based on actual utilization of personnel temp services.

As of June 1, 2020 (FY21), the Authority has paid \$6,624 for services rendered. In fiscal year ending 5/31/2020 (FY20) the Authority paid \$28,794 to Apex Life Sciences under the subject contract.

Apex Life Sciences holds no other contracts. **Contractor's performance has been satisfactory.**

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

Reviewed by:

Jeff Szabo, Chief Executive Officer  
M. Torres, Purchasing Director  
K. Durk, Director of Water Quality & Lab Svcs



Attachments: 1 memo, 1 tabulation

## Torres, Marlon

---

**From:** Eric D. Sholl <esholl@apexsystems.com>  
**Sent:** Tuesday, July 06, 2021 3:39 PM  
**To:** Torres, Marlon  
**Cc:** Congiusta, Catherine  
**Subject:** Re: Extension of Contract - RFP 1545 Temporary Personnel Employees for the Water Testing Laboratory

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

Hi Marlon

My apologies. I had not previously seen this email. Yes we would love to continue our relationship with Suffolk County Water Authority.

Thanks  
Eric

Sent from my iPhone

On Jul 6, 2021, at 3:36 PM, Torres, Marlon <Marlon.Torres@scwa.com> wrote:

Eric,

Following up on this. Please advise if you wish to accept our offer to extend your contract.

Thank you.

Marlon Torres  
Director of Purchasing  
Suffolk County Water Authority  
4060 Sunrise Highway  
Oakdale, NY 11769  
Telephone: 631-563-0334  
Email: Marlon.Torres@SCWA.com  
<image001.jpg>

---

**From:** Congiusta, Catherine <Catherine.Congiusta@SCWA.com>  
**Sent:** Wednesday, June 16, 2021 3:21 PM  
**To:** dnigro@apexsystems.com  
**Cc:** Torres, Marlon <Marlon.Torres@SCWA.com>  
**Subject:** Extension of Contract - RFP 1545 Temporary Personnel Employees for the Water Testing Laboratory

The above subject contract is due to expire September 30, 2021 . Attached is an offer of extension for the above subject contract. Please respond (as soon as possible) via email to [Marlon.torres@scwa.com](mailto:Marlon.torres@scwa.com), if you intent/or not extend this agreement.

Thank you,

*Catherine Congiusta*

Purchasing Clerk

Phone: 631-218-1183

Fax: 631-589-5268

<RFP 1545 - Apex Life Sciences - Letter to Extend.pdf>

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TABULATION OF BIDS  
 CONTRACT NO. 1545

TEMPORARY PERSONNEL FOR THE WATER TESTING LABORATORY

Bid Opening, 07/19/2019

Line Item	Material Mat. Group	Quot.:	6000005494
Sh. Text		Bidder:	106415
Qty. in Base Unit		Name:	APEX SYSTEMS, LLC
		House No:	
		Street:	3750 COLLECTIONS CENTER DR
		City:	CHICAGO
		Region:	IL
		Post Code:	60693
		Item Text:	TEMPORARY PERSONNEL FOR THE WATER
G001		Total Val.:	30,000.00
TEMP PERSONNEL LAB		Unit Price:	30,000.00
Srv.Specs 1 AU		Rank:	1
<b>Total Quot.</b>		<b>Total Val.:</b>	<b>30,000.00</b>
		<b>Rank:</b>	<b>1</b>

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 07/19/2019 for TEMPORARY PERSONNEL FOR THE WATER TESTING LABORATORY, 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director

**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:** July 14, 2021

**TO:** Chairman and Board Members

**FROM:** Jeffrey W. Szabo, Chief Executive Officer and Members of Executive Staff

**SUBJECT:** RFP 1569 – DIVERSITY, EQUITY AND INCLUSION PROGRAM

---

In June of 2020, the Board Members held a special meeting to discuss diversity, equity and inclusion at SCWA. The Executive Staff has met over the past year on a frequent basis to determine the best way to proceed. We drafted all-employee surveys relating to an inclusive work environment and sent several communications to employees on the subject. After many internal discussions, we determined that we required the expertise of a consultant to create and implement a strategic program to meet the goals of the Authority.

Specifically, the consultant will review current policies, employment procedures and demographics; align executive leadership; create best practices guidelines; develop and provide organization-wide training; develop a roadmap for the future.

In February of 2021, we issued a Request for Proposals (RFP); however, we received only one (1) response and the recommendation was made to reject the single proposal and reissue the RFP in an attempt to secure additional proposals. RFP 1569 was issued in March of 2021 and five (5) proposals were received at the end of April 2021. The Executive staff reviewed and scored all proposals and invited four (4) consultants to present their plan and answer questions.

After several more meetings, the Executive Team (with input from two (2) board members) have selected NewPoint Strategies LLC to provide the services to SCWA. They scored the highest in our original evaluation of the proposals and based on answers to our questions during their presentation fully understand our desired focus for this program.

NewPoint Strategies LLC is a women-owned small business located in McLean, Virginia. They specialize in high-risk management issues and have delivered training to the US State Department and several public agencies in Virginia. They have a diverse training team and several members are based in New York.

The proposed cost totals \$76,055. This cost was based on some in-person and some virtual training sessions. As we prefer all training to be in-person, there will be additional travel costs. We have lengthened the timeline for this project to 12 weeks and have been assured that there will be no increase in the quoted cost as long as the number of training sessions remains the same.

**We request that the Board Members approve the award of this project to NewPoint Strategies LLC of McLean, Virginia in an amount not to exceed \$80,000.**

WHEREAS, the Authority passed resolution 339-11-2018 to prohibit tanker trucks between 3,000 and 8,000 gallons from utilizing Authority hydrants in the Town of Southold, and

WHEREAS, the Authority will allow tanker trucks between 3,000 and 8,000 gallons to utilize a designated hydrant in the Town of Southold provided that the tanker truck delivers water from the designated hydrant for use within the Town of Southold, be it

RESOLVED, that tanker trucks between 3,000 and 8,000 gallons are prohibited from utilizing Authority hydrants in the Town of Southold, except that such tanker trucks may use the hydrant designated by Authority for tanker trucks in the Town of Southold and provided that the tanker truck delivers water from the designated hydrant for use within the Town of Southold, and

RESOLVED, that permit holders must keep records of the amount of water drawn from hydrants in accordance with Authority requirements and make payments in accordance with permit thresholds at the end of the season. Failure to comply with Authority policies may result in hydrant permit revocation.

**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: July 13, 2021  
TO: Jeffrey W. Szabo, Chief Executive Officer  
FROM: Donna Mancuso, Deputy CEO for Administration  
SUBJECT: SECTION 1 – SCWA Policies and Procedures

---

The HR department recently reviewed the policies in Section 1 of the SCWA Policies and Procedures Manual. Changes to all policies include changes to pronouns from he/she to their.

Other changes are as follows:

Policy 102 – documentation will be required for bereavement leave

Policy 103 – added Juneteenth

Policy 105 – change of title

Policy 107 – added parents to include those acting “in loco parentis”; employees required to follow established call-in procedures; holding employee premiums in arrears during a leave; if personal leave is connected to an FMLA protected leave health benefits will continue.

Policy 108 – changed payday to Friday

Policy 109 – employees on modified duty and overtime

Policy 111 – recipient may not solicit coworkers; title change

Please place on the agenda for the Governance Committee and full Board Meeting on July 19, 2021.



## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: SICK AND TARDINESS**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 101**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

#### POLICY

It is our policy at the Suffolk County Water Authority to require good attendance and punctuality on the part of all of our employees. The Authority recognizes that the inability to work because of illness or injury is often unavoidable and can cause economic hardship if unpaid. For this reason, the Authority provides paid sick days to all full-time employees. Supervisors are responsible for encouraging good attendance amongst their employees.

#### PROCEDURE

**LATENESS:** Employees are required to be at their job, fully ready to begin work at the scheduled start of their shift. If ~~an employee is~~ employees are unavoidably detained, ~~he/she is~~ **they are** obligated to notify their supervisor as far in advance as possible, whenever they are unable to report for work on time. An hourly employee who reports for work late by more than fifteen minutes will be required to use available sick/personal or vacation time to complete the employee's normal day hours.

Whenever an employee is late, their supervisor should determine the reason and note it in the employee's attendance record, with an indication of time lost. Management employees may be permitted to work a period of time before or after scheduled starting or quitting time for the purpose of making up lost time due to tardiness, provided prior supervisory approval is given. In the case of habitual or continuous lateness, disciplinary action up to and including termination may be necessary.

**ABSENCE FOR SICKNESS/INJURY:** When absent for illness or injury, employees are required to phone their immediate supervisor within a reasonable amount of time prior to their scheduled starting time and in no case later than one (1) hour before their starting time. Such notification should include a reason for the absence and an indication of when the employee can be expected to report for work. Employees must call in each day that they will be absent from work, unless ~~he/she is~~ **they are** granted an authorized medical leave for which different notification procedures apply (see Leave of Absence Policy 107). Unreported absences of three (3) or more consecutive days are subject to disciplinary action and may be considered a voluntary resignation from the Suffolk County Water Authority.

The Authority maintains the right to require an employee to furnish before payment, satisfactory evidence (including a doctor's certificate) that the employee's illness or accident is bona fide, and that the employee is unable to work. However, absence due to illness of three (3) or more consecutive workdays, scheduled holidays, or excessive absences will require a physician's written certification for eligibility of sick time pay. The physician's written certification must be presented to the Department Head or Supervisor. Should the illness or accident be prolonged, the Authority shall have the right to make such additional investigation, including a physical examination by a competent physician, as it deems necessary before making payment. Should the investigation prove the sick leave unnecessary, the obligation of the Authority to pay sick leave shall terminate and any sick leave paid to the employee ~~of~~ to which ~~he/she was~~ **they were** not entitled, shall be returned by the employee to the Authority.

Illness during working hours must be reported to their Supervisor or designee.

### **Excessive Absence and Tardiness Guidelines**

Employees will be considered to be excessively absent or tardy when they exceed a guideline of 3 days absent or tardy in any month or 9 in a 12-month period. In addition, individual patterns which are viewed as excessive and disruptive to a work group (i.e., a pattern of 10 scattered Monday absences or late reports) and which do not fall into the above two patterns will be addressed on a case by case basis and may be subject to disciplinary action.

### **Pay When Absent From Work**

Employees are not permitted to charge time without pay for periods of absence if accruals are available. All time away from work must be charged to either an employee's sick, vacation or personal accruals. If an employee has no accruals available, they must charge leave without pay and may be subject to disciplinary action.

### **Pay in Lieu of Sick Leave**

When an employee retires or terminates from employment, the Authority will pay sixty (60) percent of the value of accumulated unused sick leave provided that the employee has completed ten (10) years or more of continuous service. Please review to Authority Policy 802 "Retirement Benefits" for additional information.

### **Disability Illnesses**

Disability illnesses (absences lasting more than five (5) consecutive workdays) are covered under the Authority's Disability Income Protection Plan and proper procedure under such plan should be followed. The Authority's Disability Income Protection Plan will run concurrently with the Family Medical Leave Act benefit. Please refer to Authority Policy 107 "Leaves of Absence" for more information.

**NOTE:** It is the intent of the sick leave policy to coordinate with and to supplement our disability plan. In that regard, sick days are intended for use in those situations when an employee is absent due to sickness, disability or injury. They are not intended to be utilized to extend vacation time or holidays and are not to be considered the same as vacation time.

### **MEMBERS OF COLLECTIVE BARGAINING UNITS**

*Employees covered by a Collective Bargaining Agreement should refer to their agreement for additional information.*

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: BEREAVEMENT LEAVE**

**FILE UNDER SECTION NO: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO: 102**

**SUPERSEDES: June 1, 2017**

**APPROVED:**

If you are a full-time employee, you will be entitled to the following bereavement leave benefits:

#### **PROCEDURE**

When there is a death of an employee's Spouse, Child, Father, Mother, Stepparent or an individual who stood "in loco parentis" to the employee, Stepchild, Brother, Sister, Father-In-Law, Mother-In-Law or any relative who resides in the employee's immediate household, the employee will be given sufficient time off with pay. Such time off shall not exceed four (4) excused workdays within ten (10) working days of the death **unless approved by the Deputy CEO for Administration.**

If there is a death of an employee's relative who does not reside in the household of the employee, then the employee shall be given time off with pay to attend the funeral. Such time off shall not exceed one (1) excused workday within ten (10) working days of the date of death.

**Documentation will be required for all bereavement days requested, i.e., obituary, memorial cards, death certificate.**

As specified in New York Civil Rights Law Section 79-n, employees with a same-sex committed partner will be given the same funeral or bereavement leave for the death of the employee's same-sex committed partner or the child, parent or other relative of the committed partner that employees with a spouse are given for the death of the child, parent or other relative of the spouse.

*Employees covered by the Collective Bargaining Agreement should refer to their agreement. Article XV, Section 5 for details regarding bereavement leave.*

#### **FLOWERS and/or FRUIT BASKETS**

The Authority will send sympathy flowers or a fruit basket when there is the death of an employee, an employee's spouse, an employee's child, or the death of a retiree. Notification of one of the aforementioned events should be made to Human Resources so that arrangements can be made.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: HOLIDAYS**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 103**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

**POLICY**

It is our policy at Suffolk County Water Authority to grant the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday (President's Day)	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve (last regular workday before Christmas)
Juneteenth	Christmas
Independence Day	

**PROCEDURE**

The Authority will grant paid time off to all eligible employees immediately upon assignment to an eligible employment classification.

**ELIGIBLE CLASSIFICATIONS: FULL-TIME EMPLOYEES**

Holiday pay will be calculated based upon the employee's straight-time hourly pay rate (as of the date of the holiday) times the number of hours the employee would normally be scheduled to work on that day.

If an Authority recognized holiday falls during an eligible employee's authorized and approved absence (such as vacation or sick leave), holiday pay will be provided instead of paid time off benefits that otherwise would have applied. This does not apply to individuals receiving Workers' Compensation pay. (See Policy on Workers' Compensation and Policy on Vacation Pay).

All eligible employees are expected to work their regularly scheduled shift on the last workday preceding and the first workday following an Authority recognized holiday, in order to receive holiday pay. Sick/Vacation time is considered the same as time worked for purposes of computing holiday pay.

All eligible employees not normally scheduled to work on a Saturday will automatically be paid for an Authority-recognized holiday falling on a Saturday. Employees normally scheduled to work on Saturday's will receive 7.5 or 8 hours holiday pay plus one-and one-half times their normal wage rate. Authority-recognized holidays falling on a Sunday will be observed on the Monday following.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: JURY DUTY AND WITNESS LEAVE**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 104**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

#### POLICY

The Suffolk County Water Authority believes it is a privilege to carry out your civic responsibilities. For that reason, we encourage employees to serve on a jury when they are called. To support their participation and to ensure that they do not suffer financial hardship, the Authority will continue their salary during the active period of jury duty service.

#### PROCEDURE

The following outlines the procedure for maintaining accurate personnel records and follow-up when called for jury duty.

##### **I. Notice to Serve:**

1. Jury Duty Notice: Employees must inform their immediate supervisor when a jury duty notice has been received. ~~When a jury duty notice has been received by an employee, he/she they shall inform their immediate supervisor.~~
2. While serving on jury duty, ~~an~~ employees shall charge ~~his/her~~ their time to "~~excused time~~" "jury duty" and a copy of the jury duty ~~notice-summons~~ must be attached to each time ~~sheet record~~ submitted.
3. Return to Work: Employees must submit proof of jury service, stating the period of jury duty and their release, to their supervisor when the employee returns to work, ~~he/she they must submit proof to their supervisor stating the period of jury duty and their release.~~
4. The original jury duty notice must be submitted to the **Payroll** Department upon "return to work" to be maintained with you're the employee's time ~~sheet record~~.

**II. Travel Pay:** Employees are not required to surrender any travel/mileage reimbursement received for jury duty service to the Authority. No Authority vehicle is to be used to commute to jury service.

**III. Request for Postponement:** ~~If the employee or his/her~~ employees or their supervisors feel that an employee's service as a juror at the particular time called would be detrimental to the Authority, it is the employee's responsibility to request a postponement.

- IV. Procedure for Witness Duty:** All employees are allowed to charge excused time if subpoenaed to appear in court as a witness. However, excused time will not be allowed in cases of witness duty service if the employee is a party to the litigation or if it may result in monetary value to the employee.

**The following procedure is to be followed:**

1. Employees shall inform their immediate supervisor when a subpoena notice for witness duty is received. ~~When an employee has received a subpoena notice for witness duty, he/she they shall inform their immediate supervisor.~~
2. The Subpoena should have the letterhead of the court where the case is filed, naming the parties to the case. It should contain the language "You are hereby commanded to report in person to the clerk of this court" or similar, describing the specific location, scheduled date and time of appearance.
3. While serving on witness duty, the employee shall charge his/her time to "Excused Time – Witness Duty", and a copy of the Subpoena must be attached to the employee's time ~~sheet~~ record.
4. The original Subpoena must be submitted to the ~~Finance~~ Payroll Department to be maintained with the employee's time ~~sheet~~ record.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: VACATION**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO. 105**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

The Suffolk County Water Authority recognizes the importance of vacation time in providing employees the opportunity for rest, recreation and personal activities. Therefore, the Authority grants vacation time to full-time employees.

**PROCEDURE FOR MEMBERS OF COLLECTIVE BARGAINING UNITS**

Vacation eligibility, accrual and scheduling shall be governed by appropriate Collective Bargaining Agreement.

**PROCEDURE FOR MANAGEMENT EMPLOYEES**

Vacation Accrual and Requirement to Take Vacation:

The amount of vacation time a management employee accumulates depends on the individual's length of service with the Authority. For purposes of accruing vacation time, employees will be given credit for the month of their first day of work, provided they begin employment on or before the fifteenth day of the month. Employees whose first day of work is after the fifteenth day of the month for purposes of accruing vacation time, will be given credit for the month following their employment date. Vacation time shall accrue according to the following schedule:

<b>LENGTH OF SERVICE</b>	<b>ANNUAL VACATION ALLOWANCE</b>	<b>40 HOURS WORK WEEK</b>	<b>37.5 HOUR WORK WEEK</b>
UP TO 5 YEARS OF SERVICE	10 DAYS WITH PAY	6.67 HRS	6.25 HRS
5 YEARS OF SERVICE	15 DAYS WITH PAY	10.00 HRS	9.38 HRS
12 YEARS OF SERVICE	20 DAYS WITH PAY	13.33 HRS	12.50 HRS
19 YEARS OF SERVICE	25 DAYS WITH PAY	16.67 HRS	15.63 HRS
24 YEARS OF SERVICE	26 DAYS WITH PAY	17.33 HRS	16.25 HRS
25 YEARS OF SERVICE	27 DAYS WITH PAY	18.00 HRS	16.88 HRS
26 YEARS OF SERVICE	28 DAYS WITH PAY	18.67 HRS	17.50 HRS
27 YEARS OF SERVICE	29 DAYS WITH PAY	19.33 HRS	18.13 HRS
28 YEARS OF SERVICE	30 DAYS WITH PAY	20.00 HRS	18.75 HRS

Employees, absent extraordinary circumstances, are required to take least 5 vacation days each year.

**Maximum Vacation Allowance:** Management employees may accumulate up to 1.5 times their vacation accrual rate as of the end of any calendar year. Executive employees may accumulate up to 2 times their vacation accrual rate as of the end of any calendar year. Accrued vacation days at the end of any calendar year in excess of an employee's maximum vacation allowance will be forfeited unless the employee receives permission pursuant to this policy to carry the excess days over.

**Vacation Scheduling:** Vacation time may be taken as weekly periods, as individual days, in hourly or in half hour increments provided that the periods, individual days, or hours chosen meet with supervisory and departmental approval.

**Annual Conversion of Excess Vacation Days to Pay:** Annually management employees with 5 or more years of service as of each December 31st may convert accrued vacation time to a vacation buyback payment based on the table below. Such employees will receive notification from Finance outlining what their unused accrued vacation time is and how much qualifies for buy back. Payment for the converted vacation time will be issued on or about the 15th of December.

<b>LENGTH OF SERVICE</b>	<b>MAXIMUM VACATION BUYBACK</b>
Between 5 and 19 Years	5 Days
Between 19 and 24 Years	10 Days
24 Years	11 Days
25 Years	12 Days
26 Years	13 Days
27 Years	14 Days
28 Years or More	15 Days

**Illness during Vacation:** Additional vacation time is not granted if the employee becomes ill during the vacation period. If however, the employee becomes seriously ill and/or requires hospitalization, the ~~Director of Administration~~ **Deputy CEO for Administration** upon recommendation of the supervisor and respective division executive can consider this as sick time and/or disability leave. The restored vacation time will be credited back to the employee's vacation account provided sick time is taken instead.

**Vacation for Terminating or Retiring Employees:** Employees terminating employment for any reason should refer to Policy 801 (Termination of Employment) or Policy 802 (Retirement Benefits).

**Requests to Use Less Than Five Vacation Days in a Year:** The Authority will consider employee requests to use less than five vacation days in a year provided it is in the best interests of the Authority. All requests to use less than five vacation days must be made in writing to the CEO and ~~Director of Administration~~ **Deputy CEO for Administration** by December 1st of the current year for their review and consideration. Approvals shall not be granted to the same employee in two consecutive years.

**Requests to Carry Excess Vacation:** The Authority will consider employee requests to carry over excess vacation time in excess of their maximum vacation allowance as of December 31st of any year provided it is in the best interests of the Authority. All requests to carry over excess vacation time beyond the end of the calendar year must be made in writing to the CEO and ~~Director of Administration~~ **Deputy CEO for Administration** by December 1st of the current year for their review and consideration. Approvals shall not be granted to the same employee in two consecutive years.



**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: LEAVES OF ABSENCE**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO. 107**

**SUPERSEDES: May 22, 2018**

It is the intent of this policy to outline conditions for which leaves of absence may be granted to employees and, depending on circumstances, whether they are considered paid or unpaid leaves. Leaves of Absence are generally extended to accommodate employees who encounter unusual or unavoidable circumstances that necessitate an extended period of time away from the job. Under no circumstances will an employee be allowed to take a leave of absence for more than nine (9) months, with the exception of an approved military leave. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA), an employee called to military service is entitled to a military leave of absence not to exceed five (5) years from date last worked.

**PROCEDURE**

A "Request for Leave of Absence" form, appropriate to the specific type of leave being requested, should be completed by the employee and submitted to Human Resources for proper review and applicable approvals. Forms for the following types of leaves are available on the SCWA Employee Portal or in the Human Resources department:

- I. Family and Medical Leave (FMLA)
- II. NYS Short-term Disability Leave
- III. Personal Leave
- IV. Military Leave

**I. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of unpaid family/medical leave within any rolling 12-month period to care for their own or a family member's serious health condition and be restored to the same or an equivalent position upon returning from leave. Family members include spouse, parent or an individual who stood "in loco parentis" or child. Employees will be deemed eligible provided they have worked for the Suffolk County Water Authority for at least 12 months, and for at least 1250 hours in the 12 months preceding the requested leave date. The Authority will calculate the 12-month period using the "rolling" method. Family Medical Leave is an unpaid leave (although employees may be eligible for short term disability payments or the use of accrued time benefits). The substitution of paid leave for unpaid leave does not extend the 12-week leave period.

### FMLA Definitions:

In accordance and compliance with FMLA federal regulations and laws, the following definitions apply:

- "Spouse" is defined in accordance with applicable New York State law.
- "Parent" includes biological parents, legal guardians, **those acting "in loco parentis"** but does not include parents-in-law.
- "Children" includes biological, adopted, foster children, stepchildren, legal wards and other persons whom you act in the capacity of a parent and who are under 18 years of age or over 18 years of age but incapable of caring for themselves.
- "Serious health condition" means any illness, injury, impairment, or physical or mental condition that involves:
  - 1) any incapacity or treatment in connection with inpatient care;
  - 2) any incapacity requiring absence of more than three calendar days and continuing treatment by a health care provider; or
  - 3) continuing treatment by a health care provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than three days if not treated.
- "Continuing treatment" means:
  - 1) two or more treatments by a health care provider;
  - 2) two or more treatments by a provider of health care services (e.g., physical therapist) on referral by or under orders of a health care provider;
  - 3) at least one treatment by a health care provider which results in a regimen of continuing treatment under the supervision of a health care provider (e.g., a program of medication or therapy); or
  - 4) under the supervision of, although not actively treated by, a health care provider for a serious long-term or chronic condition or disability, which cannot be cured (e.g., Alzheimer's or severe stroke).
- "Health Care Provider" includes: licensed MD's or OD's, podiatrists, dentists, clinical psychologists, optometrists, chiropractors authorized to practice under State law, Christian Science practitioners, Physician Assistants, and Nurse Practitioners.
- "Needed to care for" a family member encompasses:
  - 1) physical and psychological care; and
  - 2) where the employee is needed to fill in for others providing care, or to arrange for third party care of the family member.
- The phrase "unable to perform any of the essential functions of **his/her their** job" means an employee is:
  - 1) unable to work at all; or
  - 2) unable to perform any of the essential functions of **his/her their** position.
- The term "essential functions" is borrowed from the Americans with Disabilities Act ("ADA") to mean, "the fundamental job duties of the employment position," but does not include the marginal functions of the position.

### FMLA Procedures:

After receiving notice of an employee's request for FMLA leave, the Human Resources Department will notify the employee within five (5) business days of their eligibility. If the employee is not eligible, the notice must state a reason why the employee is deemed not eligible. The Human Resources Department will provide a notice of "Rights and Responsibilities" detailing the specific expectations and obligations of employees and explaining the consequences of their failure to meet those obligations.

An employee charging time under NYS Short-term Disability (described later in this section) will, if FMLA qualified, be charging time under FMLA concurrently. This leave is 26 weeks total, not 26 weeks plus 12 weeks of FMLA leave.

FMLA leave may be taken, based on the reason for leave, continuously or as intermittent leave.

Reasons for FMLA Leave:

Employees may take FMLA leave for any of the following reasons:

1. the birth of a child and in order to care for such son or daughter;
2. the placement of a child with the employee for adoption or foster care;
3. to care for a spouse, child or parent ("covered relation") with a serious health condition; or
4. an employee's own serious health condition, which renders ~~him/her~~ **the employee** unable to perform the functions of ~~his/her~~ **their** position.
5. for a "qualifying exigency" arising out of the fact that a spouse, child or parent is on active duty in the armed forces or is called up for active duty.

Qualifying Exigency Defined:

- Short-notice deployment
  - Military events and related activities
  - Childcare and school activities
  - Financial and legal arrangements
  - Counseling
  - Rest and recuperation
  - Post-deployment activities
  - Additional activities agreed to by SCWA and the employee
6. Military Caregiver leave - up to 26 weeks of unpaid leave in a 12-month period (that is 26 weeks total, not 26 weeks plus 12 weeks of FMLA leave for other reasons) to care for an injured or ill relative who suffered a "serious injury or illness" in the line of active duty. In addition to spouses, children and parents, a service member's "nearest blood relative" or "next of kin" also will be eligible for this type of leave. An illness or injury resulting from active duty will be qualified as "serious" when it renders the service person medically unfit to perform the duties of ~~his/her~~ **their** office, grade, rank or rating.

Leave for Pregnancy, Birth, Adoption or Foster Care:

A leave because of reasons "1" or "2" must be completed within the 12-month period beginning on the date of birth or placement of a child for adoption or foster care. In addition, spouses employed by the Suffolk County Water Authority who request leave because of reasons "1" or "2" may only take a *combined total* of 12 weeks leave during any 12-month period. Both spouses are each entitled to 12 weeks of FMLA leave to care for a child with a serious health condition.

Notice of Leave:

If the need for FMLA is foreseeable, employees must give the Authority at least 30 days prior written notice. If this is not possible and the leave is not foreseeable, notice must be given as soon as practicable (within 1 to 2 business days of learning of the need for leave) except in extraordinary circumstances. Failure to provide such notice may be grounds for delay of leave. Federal regulations provide that if an employee gives less than 30 days' notice of the need for foreseeable FMLA leave, the employee must respond to a request from the employer and explain why it was not practicable to give 30 days' notice.

Employees must respond to employer's inquiries designed to determine whether leave is FMLA qualifying. If employees do not respond, they risk losing FMLA protection if the employer is unable to determine whether the leave qualifies.

For intermittent leave, employees are required to follow established call in and sick leave procedures. Human Resources will request updated medical documentation and may contact the medical office directly for documentation. ~~If the Authority recognizes an abusive absence pattern inconsistent with the certificate of health care provider documentation, employees may be required to follow established call in and sick leave procedures.~~ Failure to properly notify the Authority of absences may be cause for an additional medical certification and possible delay or denial of FMLA protections.

#### Medical Certification:

If an employee is requesting leave because of ~~his/her~~ the employee's own or a covered relation's serious health condition, ~~he/she~~ the employee and the relevant healthcare provider must supply appropriate medical certification. "Medical Certification" forms are available from the Human Resources Department. Upon requesting a leave, the Authority will notify the employee of the requirement for medical certification and when it is due. Additionally, an employee is required to update their medical certification every six months. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The Authority, at its expense, may require an examination by a second health care provider designated by the Authority, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the Authority, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

#### Fitness for Duty Certification:

The Authority may require that the fitness for duty certification address the employee's ability to perform the essential functions of the employee's job. The Authority will provide the employee with a list of essential job functions with the "Medical Certification", which is to be completed by the employee's physician and must address the employee's ability to perform the essential functions of their job.

#### Medical and Other Benefits:

During an approved FMLA leave (unrelated to Disability), the Authority will maintain an employee's health benefits as if ~~he/she~~ the employee continued to be actively employed.

When accrued vacation, sick or personal time is substituted for unpaid FMLA leave, the following applies:

The Authority will continue to deduct, where applicable, the employee's portion of elected benefit plans as a regular payroll deduction.

- If the employee elects not to return at the end of the approved leave period, ~~he/she~~ the employee will be required to reimburse the Authority for the cost of all health benefit premiums paid by the Authority for maintaining coverage during the leave, unless the employee cannot return to work because of a serious health condition. Premiums will be deducted from the employee's final check, up to and including the full balance due. Any outstanding balance will be billed directly to the employee.
- The Authority will pay the employee for Authority-approved holidays.
- An employee's vacation, sick and personal time will continue to accrue as long as the employee remains on the payroll.

When accrued time is **not** substituted for unpaid FMLA leave, the following applies:

- Employee benefits will continue, and employee-paid premiums will be held in arrears for the duration of the leave.
- Immediately upon return to work, all premiums held in arrears will be deducted from the first paychecks the employee receives until all premiums are paid and satisfied.
- ~~If the employee elects to continue any of their elected benefit plans, he/she will receive a monthly invoice for the costs.~~
- If the employee elects not to return at the end of the approved leave period, ~~he/she~~ the employee will be required to reimburse the Authority for the cost of all health benefit premiums paid by the Authority for maintaining coverage during the leave, unless the employee cannot return to work because of a serious health condition. Health benefit premiums include health, dental, and vision.
- The Authority will pay the employee for Authority-paid holidays.
- Sick and Vacation accruals (if applicable) will continue to accrue
- Unpaid time is not reported to the NYS Employee Retirement System as time in service.

Intermittent and Reduced Work Schedule:

Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced work schedule (reducing the usual number of hours worked per work week or workday) if medically necessary. While an employee is on an intermittent or reduced schedule, the Authority may temporarily transfer the employee to an available alternative position, which better accommodates the recurring leave, and which has equivalent pay and benefits.

Employee must complete a "Reduced Work Schedule Request" form and return to the Human Resources Department for review and applicable approvals prior to their return to work. Upon return to work, the employee will work a designated work schedule. The employee's vacation, sick and personal accruals will be pro-rated based on the number of hours worked per week. In addition, the employee's holiday pay will be pro-rated based on the number of hours worked per week.

Returning from Leave:

If an employee takes leave because of ~~his/her~~ the employee's own serious health condition, ~~he/she~~ the employee is required to provide a Physical Condition & Restrictions Report that ~~he/she~~ the employee is able to resume work with or without a reasonable accommodation. Employees may obtain a Physical Condition & Restrictions Report from the Human Resources Department. Employees failing to provide the Physical Condition & Restrictions Report will not be permitted to resume work until it is provided. Upon return from the FMLA leave, employees will be returned to their original or equivalent positions with equivalent pay, benefits and other employment terms. Requesting leave under the FMLA will not result in loss of any employment benefit that accrued prior to the start of an employee's leave.

An employee returning from an unpaid FMLA absence will be required to work for a period of not less than 90 calendar days. Employees terminating their employment before the completion of the 90 days will be required to reimburse the Authority for any insurance premiums paid for coverage during the FMLA period. Employees who do not return to work following an approved FMLA will be responsible for repayment of any health insurance premiums paid by the Authority during the approved leave period as allowed by law.

## II. DISABILITY LEAVE FOR EMPLOYEES

Under New York State law, employees may be eligible for short-term disability benefits. These benefits go into effect after the employee's seventh consecutive calendar day of disability. Employees are eligible for the state mandated amounts for the first six months of disability, in accordance with state law. Employees may use any accrued sick, vacation and personal time to supplement these benefits. Employees wishing to apply for disability benefits must contact the Human Resources Department.

An employee charging time under Disability will, *if FMLA qualified*, be charging time under FMLA concurrently. This leave is 26 weeks total, not 26 weeks plus 12 weeks of FMLA leave.

Employees who expect to be or who are absent due to medical reasons for five (5) or more continuous workdays must request an authorized leave of absence from Human Resources and submit a "Notice and Proof of Claim for Disability Benefits" form available from Human Resources. Attached to this request must be a certificate from the employee's personal physician attesting to the employee's medical condition, disability and inability to perform ~~his/her~~ **the employee's** normal job duties. If possible, the certification should include the estimated duration of the disability with an expected date of return.

Employees may be required, upon request, to execute a release form authorizing a company physician to contact ~~his/her~~ **their** personal physician and discuss the employee's medical condition. The employee may also be required, at reasonable intervals, to submit additional medical certification of continued disability and inability to work.

### Payment of Salary:

For the first week of medical/disability leave (five working days), the employee can use any sick, vacation, or personal accruals available to ~~him/her~~ **them**. Once the first week is exhausted, the employee will be paid the current New York State Disability Law benefits. Employees may choose to supplement these benefits with accrued sick, vacation, or personal accruals. The law provides for a maximum of twenty-six (26) weeks of disability benefits within a 52-week period. Under normal circumstances, an individual out due to a maternity disability, will be covered six weeks after a normal delivery and eight weeks after a Caesarean section (the first week is a non-paid waiting week). The time off must be covered by medical documentation from the medical provider and the disability may be extended before or after if there are complications. So the employee does not suffer economic hardship, the Authority will pay the statutory benefit directly to the employee. Benefits will not be paid unless all appropriate paperwork has been filed by the employee.

### Medical and Other Benefits:

During an approved Disability/FMLA leave, the Authority will maintain an employee's health benefits (medical, dental, vision) as if ~~he/she~~ **the employee** continued to be actively employed.

- The Authority will continue to deduct, where applicable, the employee's portion of elected benefit plans as a regular payroll deduction
- If the premiums exceed the amount the employee receives as a disability payment, the amount due will be held in arrears until the employee returns to work or receives enough pay to cover the costs.
- Employees will be paid for Authority-approved Holidays during the approved Disability/FMLA leave.

- As a general rule, the employee's vacation, sick and personal time will continue to accrue as long as the employee remains on approved Disability/FMLA leave and is receiving Disability benefits/payments subject to the following exception:

*In accordance with CBA, Article XIV, Section 6, when a union employee is absent in excess of three (3) consecutive months during the calendar year on a disability, the employee's vacation entitlement shall be adjusted by a pro-rated deduction based upon the length of absence in excess of three (3) consecutive months.*

#### Return to Work Authorization:

The Authority will provide the employee with a list of essential job functions and a Physical Condition & Restrictions Report, which is to be completed by the employee's treating physician and must address the employee's ability to perform the essential functions of their job. Should the employee require accommodations for certain restrictions upon their return to work, Human Resources will review said restrictions with the appropriate supervisor/department head for subsequent approval. Employees failing to provide the Physical Condition & Restrictions Report will not be permitted to resume work until it is provided. The Authority may require the employee to furnish an updated Physical Condition & Restrictions Report up to once every 30 days, for further review and approval.

#### Return to Work:

An employee must return to work on the date authorized by the employee's doctor. If the employee chooses not to return to work at that time, **he/she the employee** must file in advance with appropriate documentation, for a Personal Leave of Absence or submit a voluntary letter of resignation. If neither of these actions is taken, the employee will be considered to have voluntarily terminated their employment with the Suffolk County Water Authority.

Employees who have exhausted disability and/or FMLA and elect to apply for and are granted a Personal Leave of Absence are on an unpaid leave. They will be eligible to continue participating in our group health plans as described under Personal Leave below. Any employee who elects not to return to work will be considered to have voluntarily terminated their employment and will be offered continuation of coverage under COBRA.

### **III. PERSONAL LEAVE**

Under extenuating circumstances, a Personal Leave of Absence without pay, may be granted. This would be for reasons other than would qualify under the FMLA provisions outlined in section one of this policy. Available sick or vacation accruals can be used to supplement the unpaid leave. Requests for leave should be submitted to the employee's immediate supervisor at least two weeks in advance whenever possible.

Employees' requests for Personal Leaves will be considered on a case-by-case basis by their supervisors and department heads (union employees should refer to the appropriate collective bargaining agreement for information on personal leaves). In general, a Leave of Absence is considered a privilege. In no instances are leaves granted automatically. Leaves must be requested by the employee and their approval will be the result of staffing requirements, the reason for the leave, and the performance and attendance record of the individual. The supervisor's recommendation will be submitted to Human Resources for a final decision.

#### Medical and Other Benefits:

##### Personal Leave to Extend an FMLA/Disability Protected Leave

**If a personal leave is approved as an extension of a FMLA/Disability protected leave (i.e. birth of a baby, serious medical condition), the Authority will continue all health benefits with the exception of accrued time off and Authority-paid holidays.**

An employee returning from such a personal leave must work at least 15 days of the month to receive a sick accrual for that month.

#### Personal Leave Unrelated to a Protected Leave

~~During an approved Personal Leave of Absence,~~ The Authority will maintain an employee's health benefits only if the leave is entirely supplemented with the employee's accrued vacation, sick, or personal time.

When accrued vacation, sick or personal time is consecutively used and substituted for unpaid Personal Leave, the following will apply:

- The Authority will continue to deduct, where applicable, the employee's portion of elected benefit plans as a regular payroll deduction.
- An employee's vacation, sick and personal time will continue to accrue as long as the employee remains on the payroll.
- The Authority will pay the employee for Authority-approved holidays.

When accrued vacation, sick or personal time is not **consecutively** substituted for unpaid Personal Leave of Absence, the following will apply:

- The employee must decide to continue or discontinue enrollment in any or all elected benefit plans. If the employee elects to continue enrollment, then **he/she they** will be responsible to pay the full premium cost of each health plan.
- If the employee elects to continue any of their elected benefit plans, **he/she they** will receive a monthly invoice for the costs.
- **If health benefits are terminated, employees must work 15 days in the month they return to work for benefits to be reinstated the first of the following month**
- The Authority will not pay the employee for Authority-approved holidays.
- Sick time will not accrue if the employee is on unpaid leave greater than fifteen days per month.
- Unpaid time is not reported to the NYS Employee Retirement System as time in service.
- For leaves not related to a serious medical condition covered by FMLA, upon return to work the employee's vacation and personal time entitlements shall be adjusted by a pro-rated deduction based upon the length of the unpaid absence.

#### Return to Work:

Employees granted an authorized Leave of Absence will normally be reemployed in a position of equal or like status and pay provided all criteria for returning to work have been met, for the specific type of leave the employee was approved for. All reasonable efforts will be made to return the employee on leave to the same or similar job, at the same salary held prior to the Leave of Absence, subject to business requirements that may exist.

#### Termination of Employment:

An employee who fails to notify the Authority of **his/her their** ability to work or who fails to return to work when the Leave of Absence or leave extension expires, shall be considered to have voluntarily terminated their employment with Suffolk County Water Authority. Employees are not permitted to take other full-time employment while on an approved Leave of Absence. If other full-time employment is taken, the employee's employment with the Suffolk County Water Authority will be terminated.



#### IV. MILITARY LEAVE

##### United States Armed Forces:

An unpaid Leave of Absence will be granted to an employee entering military service in the United States Armed Forces whether involuntarily through a draft or voluntarily through enlistment or the activation of a National Guard or Reserve unit. Employees called for a military service may use any accrued sick, personal or vacation leave that accrued prior to the leave date.

Employees whose service shall be longer than three (3) months, shall at the expiration of the three

(3) months be paid two weeks wages if employed from six (6) months to one (1) year, or four (4) weeks wages if employed for over one (1) year. The period allowed for Military Service Leave normally may not exceed five (5) years from the last day worked.

Reinstatement:

**Service Up To 30 Days:** Employees must report for the next regularly scheduled work shift but will be allowed a "reasonable" time to arrive home, rest and travel to work.

**Service From 31 Days to 180 Days:** Employees must report no later than 14 days following completion of service.

**Service of More Than 180 Days:** Employees must report no later than 90 days after completion of military service.

Employees hired to replace those entering service as defined above are to be employed on a temporary basis with the explicit understanding that, if they prove satisfactory, their jobs will last only until the employees whose duties they have assumed return to work.

##### Medical Benefits:

Employees who enter military service have the right to continue health benefits for themselves and for their dependents, under the same conditions as an employee electing COBRA coverage, for a period of up to 24 months. Employees who are reemployed after military service time shall have all benefits reinstated as if there were continuous coverage during their absence, provided they meet reemployment criteria as outlined in the Uniformed Services Employment and Reemployment Rights Act of 1994.

##### Termination of Employment:

An employee's failure to reapply for employment within the appropriate time allowed for their specific service period, or failure to return to work upon completion of military training, will be considered a voluntary resignation.

##### National Guard/Reserve Duty:

An employee who must attend military training with a National Guard or Reserve unit will not be required to take an unpaid Leave of Absence. Instead, such employee will be granted up to 30 days per year from work with pay, computed at the employee's regular base rate of pay at the time of such absence, minus any payment received from the National Guard or Reserve unit.



**Directions:**  
This form should be completed by the employee and forwarded to Human Resources for review and final approval. Please refer to Policy No. 107 for eligibility requirements.

**Request for Military Leave of Absence**

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Employee Number: \_\_\_\_\_

First day of leave: \_\_\_\_\_ Expected date of return: \_\_\_\_\_

Reason for leave:  
\_\_\_\_\_  
\_\_\_\_\_

*I acknowledge receipt of the Authority's Leave of Absence Policy No. 107 and have reviewed the policy and understand its content and intent.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Acknowledgement:

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Human Resources Authorization:

- You have been approved for Military leave of absence.
- You have been denied for Military leave of absence for reasons stated below:

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

Human Resources Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy CEO for Administration: \_\_\_\_\_ Date: \_\_\_\_\_



Directions:
This form should be completed by the employee and forwarded to Human Resources for review and final approval.
Please refer to Policy No. 107 for eligibility requirements.

Request for Personal Leave of Absence

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Employee number: \_\_\_\_\_

First day of leave: \_\_\_\_\_ Expected date of return: \_\_\_\_\_

Reason for leave:
\_\_\_\_\_
\_\_\_\_\_

I acknowledge receipt of the Authority's Leave of Absence Policy No. 107 and have reviewed the policy and understand its content and intent.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Authorization:

- Approval and denial checkboxes for Department Authorization.

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

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Authorization:

- Approval and denial checkboxes for Human Resources Authorization.

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

Human Resources Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy CEO for Administration: \_\_\_\_\_ Date: \_\_\_\_\_



**Directions:**

This form should be completed by the employee and forwarded to Human Resources for review and final approval. Please refer to Policy No. 107 for eligibility requirements.

**Request for Family Medical Leave of Absence Form**

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Employee Number: \_\_\_\_\_

First day of leave: \_\_\_\_\_ Expected Date of Return: \_\_\_\_\_

Type of Leave: (Please check the appropriate box)

- Intermittent Family Medical Leave
- Continuous Family Medical Leave (complete leave designation form)
- Disability/Family Medical Leave
- Military Family Medical Leave Entitlements

Reason for Leave: (Please check the appropriate box)

- Your own serious health condition.
- To care for your: \_\_\_\_\_ spouse; \_\_\_\_\_ child; \_\_\_\_\_ parent due to his/her their serious health condition.
- Due to the birth of a child, or placement of a child with you for adoption or foster care.
- Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on active duty or call to active-duty status in support of a contingency operation as a member of the National Guard or Reserves.
- Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent; \_\_\_\_\_ next of kin of a covered service member with a serious injury or illness (please check one).

*I acknowledge receipt of the Authority's Leave of Absence Policy No. 107 and have reviewed the policy and understand its content and intent.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Designation Notice-Human Resources Approval**

- You are eligible for FMLA leave as indicated above for the period of \_\_\_\_\_ through \_\_\_\_\_
- You are not eligible for FMLA leave because:
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - You have not met the FMLA's 1,250-hours-worked requirement. As of the first date of requested leave, you have worked approximately \_\_\_\_\_ regular hours towards this requirement.
  - Insufficient medical documentation for this office to make a reasonable decision if your condition qualifies as a "serious health condition"

Comments: \_\_\_\_\_

Human Resources Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy CEO for Administration: \_\_\_\_\_ Date: \_\_\_\_\_



**Directions:**  
 This form should be completed by the employee and forwarded to Human Resources for review and final approval.  
 Please refer to Policy No. 107 for eligibility requirements.

**Request for Reduced Work Schedule/Intermittent FMLA**

Employee: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Employee number: \_\_\_\_\_

Reduced schedule period \_\_\_\_\_ to \_\_\_\_\_

Reason for Reduced Work Schedule: \_\_\_\_\_

Reduced Work Schedule (indicate below)

Day	Hours From	Hours to
<input type="checkbox"/> Monday		
<input type="checkbox"/> Tuesday		
<input type="checkbox"/> Wednesday		
<input type="checkbox"/> Thursday		
<input type="checkbox"/> Friday		

*I acknowledge receipt of the Authority's Leave of Absence Policy No. 107 and have reviewed the policy and understand its content and intent.*

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Department Authorization:

- You have been approved for a Reduced Work Schedule.
- You have been denied for a Reduced Work Schedule for reasons stated below:

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

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources Authorization:

- You have been approved for a Reduced Work Schedule.
- You have been denied for a Reduced Work Schedule for reasons stated below:

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

Human Resources Authorization: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy CEO for Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: HOURS OF WORK**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 108**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

#### **POLICY**

It is the policy of the Suffolk County Water Authority to establish the time and duration of working hours as required by workload and production flow, customer service needs, and the efficient management of the Authority. Business, economic or other conditions may warrant greater or lesser numbers of hours or days; therefore, this policy is not to be construed as a guarantee of hours or days.

Employees are to be assigned their regularly scheduled working hours at the time that they are hired or begin work in a new position. Employees are required to be at their workstation and prepared to work at their designated starting time. Any changes in scheduled hours are to be communicated to employees as soon as practical and prior to the change in schedule.

#### **PROCEDURE**

##### **Working Hours:**

Employees who are not covered by our collective bargaining agreement shall work from 8:30 a.m. to 5:00 p.m. with one hour for their normal meal period. The workweek is from Monday through Friday and is equal to 37.5 hours. Some positions within the Authority require a workweek of 40 hours and corresponding hours of 8:00 a.m. to 5:00 p.m. This will be communicated at the time of hire or promotion.

If an employee transitions from an office position to a field position, work hours may increase based on department requirements. This may not always result in a revision in pay.

**Flextime is available for non-union employees. See Policy 113.**

**Employees who are covered by our collective bargaining agreement should refer to that agreement for their scheduled hours of work.**

**Lab union employees should refer to any applicable memorandum of agreement.**

~~No hourly employee is~~ Hourly employees are not permitted to start working before ~~his/her~~ their regularly scheduled starting time or continue working beyond ~~his/her~~ their regularly scheduled quitting time unless prior permission to work overtime has been approved by ~~his or her~~ their immediate supervisor. Hourly employees are not ~~No hourly employee is~~ permitted to take work home without the permission from ~~his or her~~ their immediate supervisor.

~~No hourly employee is~~ Hourly employees are not permitted to work through ~~his or her~~ their designated lunch or break period for more than 6 hours in an effort to shorten the normal workday. In the event an employee must leave the workplace before the end of the workday, the appropriate available sick, personal, or vacation accruals must be charged.

#### Weekly Report: Payroll:

1. ~~For these employees required to clock in and out or fill out weekly payroll reports,~~ All employees are required to either clock in and out or complete their own weekly payroll reports. ~~Employees may not~~ ~~no employee may~~ record the time of any other employee, nor may ~~he/she they~~ permit or request another employee (except his supervisor) to record ~~his/her~~ their time. (See policy on Rules of Conduct). Any omissions of starting and stopping times must be approved and/or entered by the employee's immediate supervisor. The immediate supervisor must also approve any deviations from regular starting and ending times.
2. All time sheets for full-time employees must reflect a minimum of 37.5 or 40 hours respectively, in a work week. For part-time employees, weekly reports must equal at minimum, their pre-established weekly working hours in every work week. Employees are not permitted to be absent from work without charging either sick, personal or vacation accruals. When all sick/personal/vacation accruals have been exhausted, all employees must charge leave without pay.
3. The Authority payroll cycle begins on Tuesday and ends on Monday. ~~Paychecks and~~ Direct deposit paystubs are distributed on ~~Thursdays~~ Fridays. If ~~Thursday~~ Friday is a legal holiday, wages shall be payable on the following business day.

# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: NON-WORK-RELATED DISABILITIES**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 109**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

### POLICY

Employees who are disabled due to a non-work-related injury or illness may return to work or continue to work in a capacity consistent with their medical limitations, unless no such work is available.

### PROCEDURE

1. Prior to returning to work in a modified duty assignment, ~~the employee~~ employees shall provide acceptable medical documentation that specifically states the physical limitations caused by ~~his/her~~ their non-work related injury or illness to Human Resources.
2. Any employee who is assigned to a modified duty assignment as a result of a non-work-related disability, will be paid at the rate of pay for the position to which the employee is assigned. For a position with a progression, the rate of pay shall not be less than the progression maximum rate, provided that the rate is not greater than the employee's normal rate of pay.
3. Any employee who is assigned to a modified duty assignment as a result of a non-work-related disability, may be reassigned to a position where their services can be utilized at a facility of the Authority's choosing. The Authority will make every effort to keep ~~the employee~~ employees at ~~his-or her-their~~ normal work location and when a relocation is necessary, the Authority will strive to place the employee near ~~his-or-her~~ their normal work location. There will be no compensation for the relocation or travel to the new location.
4. Any employee who is assigned to a modified duty assignment as a result of non-work-related disability will be removed from the overtime call-out list and will not normally work overtime, unless the employee is qualified and able to perform the duties to be assigned.
5. ~~An employee who is~~ Employees who are assigned to a modified duty assignment as a result of non-work-related disability, must provide the Authority with a medical update from ~~his/her~~ their physician once every four weeks. Failure to provide this medical update on a timely basis will result in the termination of the modified duty assignment and no other modified duty assignment will be made available.
6. The Authority may, at its discretion and at any time, require the employee on modified duty to be examined by a physician of its choice. If a discrepancy exists between the employee's physician and the Authority's physician, the findings of the Authority's physician shall prevail.
7. The Authority reserves the right to terminate any modified duty assignment as stipulated in this policy at any time and without prior notice.



# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: VOLUNTEER FIREFIGHTERS  
& EMERGENCY MEDICAL  
SERVICE WORKERS**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19 2021**

**POLICY NO.: 110**

**SUPERSEDES: February 27, 2017**

**APPROVED:**

### **POLICY**

The Suffolk County Water Authority plays a vital role in the health and safety of the over one million people of Suffolk County we serve. Not only does the Authority provide potable water for consumption, but the Authority provides water for firefighting through a vast and complex network of mains and hydrants. This system requires the expertise and talents of Authority employees to ensure its reliability and readiness for emergencies. The Authority recognizes the important role that volunteer emergency medical service workers and firefighters play in protecting life and property in Suffolk County. In recognition of the aforementioned, it is the policy of the Suffolk County Water Authority to support the activities of the volunteers. To that end, the Authority will permit time away from work for employees who are volunteer EMS workers and firefighters under the following conditions:

### **PROCEDURE**

#### **Release From Work**

If an appropriate County or State official declares that a State of Emergency exists, and a call is made to volunteers by the appropriate level official of the department, the Authority will release the employee from duty without loss of pay or benefits to attend the fire or emergency. ~~The employee~~ **Employees** must advise ~~his/her~~ **their** supervisor that ~~he/she is~~ **they are** leaving work. Authority employees will not, as a general rule, be permitted to take Authority vehicles or equipment to the scene of a fire or emergency.

In order to ensure adequate staffing in the event of an emergency situation, the Authority requires employees to report to work. Emergency medical service workers and firefighters that elect to work with their volunteer organization during the emergency instead of reporting to work will not be eligible for excused time but will be required to use their accrued sick, vacation or personal time.

#### **Emergency Response Calls**

If an employee volunteer reports to a fire or emergency and leaves that fire or emergency more than 8 hours before the start of their shift, they are to report to work at ~~his/her~~ **their** normal starting time.

If the employee volunteer is released from the fire or emergency and does not have 8 hours from the end of the fire or emergency and the start of their scheduled shift, the employee will receive excused time for the **amount of time they were in attendance at the fire or emergency**.

***If the employee volunteer elects not to report to work after the 8 hour period, the employee may use accumulated sick, vacation, or personal leave credits to cover the remainder of the workday.***

If the employee volunteer is released from a fire or emergency in ~~his/her~~ their fire department's service area that the 8 hour release to start time would extend beyond the normal workday, then such employee will be paid for the day (excused time).

### **Authorization For Excused Time For Emergency Volunteer Activities**

~~Any employee~~ **Employee** firefighters requesting excused time for firefighting activities within ~~his/her~~ their fire department's service area, must provide documentation from ~~his/her~~ their appropriate department official. A copy of the attached form (***Authorization for Excused Time for Emergency Activities***) must be completed by the respective Officer in Command, signed by the SCWA department supervisor or manager and submitted to the Payroll Department within three business days.



# SUFFOLK COUNTY WATER AUTHORITY

## Authorization For Excused Time For Volunteer Emergency Activities

### Conditions:

1. If an appropriate County or State Official declares that a State of Emergency exists and a call is made to volunteers by their department, the Authority will release the employee from duty without loss of pay or benefits to attend the fire or emergency. The employee must advise his/her supervisor that he/she is leaving work. Authority employees will not as a general rule, be permitted to take an Authority vehicle or equipment to the scene of a fire or emergency. If the Authority has declared an emergency, the employee will not receive excused time but will use accrued time.
2. If an employee volunteer reports to a fire or emergency and leaves that fire or emergency more than 8 hours before the start of their shift, they are to report to work at his/her normal starting time. If the employee volunteer is released from the fire or emergency and does not have 8 hours from the end of the fire or emergency and the start of their scheduled shift, the employee will receive excused time for the amount of time they were in attendance at the fire or emergency.

**Please complete this form, supervisor must approve and return to Payroll Department with within three (3) business days.**

Please be advised that \_\_\_\_\_ was in attendance on  
 \_\_\_\_\_ (Name)  
 \_\_\_\_\_, at a fire/emergency in the \_\_\_\_\_ District,  
 \_\_\_\_\_ (Date) \_\_\_\_\_ (Name of District)  
 between the hours of \_\_\_\_\_ and \_\_\_\_\_. This fire/emergency was located  
 at \_\_\_\_\_  
 \_\_\_\_\_ (Street Address and Town)

Signed: \_\_\_\_\_  
 \_\_\_\_\_ (Officer in Command)

Signed: \_\_\_\_\_  
 \_\_\_\_\_ (Employee's signature)

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

Employee ID Number \_\_\_\_\_

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

Contact Phone # \_\_\_\_\_

Reported to work: \_\_\_\_\_ a.m./p.m

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

Requested Excused time \_\_\_\_\_ hours

Approved: \_\_\_\_\_  
 \_\_\_\_\_ (Department Supervisor/Manager)

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

Payroll: \_\_\_\_\_

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

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: LEAVE DONATION**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 111**

**SUPERSEDES: July 24, 2017**

**APPROVED:**

#### POLICY

The Suffolk County Water Authority understands that in the event of a serious personal illness an employee may exhaust their accumulated sick/vacation balances, and may require the use of leave hours voluntarily donated by co-workers. Employees may donate unused accrued sick and/or vacation hours to a designated employee for use during an extended illness. The maximum allowable amount of donated leave to any one employee is 26 weeks per illness to be coordinated with eligibility for New York State Disability Benefits. Employees must utilize their own sick/vacation hours before drawing on donated leave hours; however employees may choose to retain a maximum of five (5) days of sick leave for continuing treatment or other illnesses.

#### PROCEDURE

To receive a donation:

- The recipient must be on an approved NYS Disability Leave or approved FMLA continuous leave.
- Employees must utilize their own sick/vacation hours before drawing on donated leave hours; however employees will be permitted to retain up to five (5) sick days of their own accruals to utilize upon return from leave for continued treatments, doctors appointments or for other illnesses. Human Resources must be advised of the employee's decision prior to the start of the leave donations.
- The recipient must submit a signed Request for Donated Leave Form to the Human Resources Department to evaluate the eligibility of the recipient for donated time off based on company leave criteria. Employees should indicate the number of days of their own accruals they wish to retain (maximum five (5) days) before utilizing donations.
- The recipient may NOT solicit or contact a coworker in any form for the purpose of influencing a coworker to donate time.
- If approved, the ~~Chief Human Resources Officer~~ Deputy CEO for Administration will notify each office of the request for donated time.
- Donated time will be provided to the recipient on a week-to-week, as needed basis.
- Donated leaves will be used in the order in which the donation form was received. Donated leave may be used in full or partial days.
- At no time will an employee be paid out for unused donated time.

To make a donation:

Employees wishing to donate sick or vacation hours may do so on a strictly voluntary basis.

- A signed "Donation of Sick/Vacation Accrual" form indicating the number of earned vacation/sick hours the employee wishes to donate should be submitted to the Human Resources Department with supervisor's authorization.
- Donation forms are available from the Human Resources Department.
- Donations must be in full hour increments, and will be deducted from the donating employee's sick/vacation balance on a weekly, as needed basis.
- Employees donating accruals must be actively on the payroll at the time the accruals are applied to the recipient's account for use.



**SUFFOLK COUNTY WATER AUTHORITY  
REQUEST FOR DONATED LEAVE**

I, \_\_\_\_\_ am requesting the use of donated sick and/or vacation leave due to an extended illness for the period of \_\_\_\_\_ through \_\_\_\_\_. In submitting this request and signing below, I understand that I have exhausted my sick, personal and vacation balances and that the Authority will solicit donations from its employees on my behalf. I am, however, electing to retain \_\_\_\_\_ sick days (maximum of 5 days) of my own accruals to be utilized upon my return to work.

I understand that I will be able to utilize the leave donations received until all time is exhausted, subject to a maximum of 26 weeks.

The solicitation or contact in any way, of any co-worker, in any form, including but not limited to email, phone or mailings, for the purpose of influencing any co-worker to donate time to me will deem me ineligible under this policy and prohibit me from obtaining donated sick time.

Employee Signature \_\_\_\_\_

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

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

ID#: \_\_\_\_\_

# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: ABSENT FOR PERSONAL BUSINESS**      **FILE UNDER SECTION NO.: 1**  
**EFFECTIVE DATE: July 19, 2021**      **POLICY NO.: 112**  
**SUPERSEDES: October 26, 2015**      **APPROVED:**

The Suffolk County Water Authority recognizes the importance of personal time in providing employees with the opportunity to address matters of a personal nature. Therefore, the Authority grants personal time off to full-time employees as well as excused time to attend breast/prostate cancer screenings, blood donations and voting as further outlined in this policy.

### POLICY:

~~An employee~~ **Employees** should give ~~his/her~~ **their** immediate supervisor reasonable notice (preferably one week but no later than one day prior to the personal leave required date). We recognize that emergency situations arise, but the supervisor needs to consider workload priorities before granting such requests. Consideration will be given to requests for holidays of religious significance where a reasonable accommodation is possible. Personal days may not be taken the day immediately before or immediately after a vacation day or a holiday, without prior permission from the employee's immediate supervisor.

For excused personal time (breast/prostate cancer screenings, blood donations and voting) employees must complete the appropriate leave request form and submit it to their manager at least ten days prior to the date they are requesting time off.

### PROCEDURE:

All employees will be given leave for personal purposes of not more than three (3) days each year (non-cumulative) with pay. However, no leave for personal purposes shall be available to employees who have continuous permanent employment of less than one (1) year.

Under New York State Civil Service Law, employees of a Public Authority may be granted up to four (4) hours of **paid** excused time (including travel time) for breast and prostate cancer screenings on an annual basis (calendar year).

Under New York State Labor Law, employees may be granted one leave period per calendar year of no more than three (3) hours of **unpaid** excused time for offsite blood donations. Accruals can be utilized to supplement this time off. If the Authority holds an "on site" blood drive, employees who volunteer to donate blood will be given paid time to attend the donation event.

Under New York State Election Law, employees will only be granted time off to vote in Federal, State and Local elections if ~~the~~ **registered voters** ~~does~~ not have sufficient time outside ~~his/her~~ **of their** working hours to vote at any election. This time cannot exceed two (2) hours of **paid** excused leave. If ~~an employee~~ **has** ~~have~~ four consecutive hours either between the opening of the polls and the beginning of ~~his/her~~ **their** shift, or between the end of ~~his/her~~ **their** working shift and the closing of polls, ~~he/she~~ **they** shall be deemed to have sufficient time outside working hours within

which to vote.

**NOTE:**

Employees whose date of hire is prior to January 1, 1996, will receive their three personal days on January 1 of each year.

Employees whose date of hire is after January 1, 1996, will receive their three personal days on their anniversary date each year.

Personal days not used by the end of the calendar year or anniversary year will be transferred to the employee's accumulated sick leave.

If employment is terminated or if an employee retires, please refer to Policy 801 "Termination of Employment" and/or Policy 802 "Retirement Benefits" for information regarding personal days.



**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: COVID-19 VACCINATIONS**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 112 -A**

**SUPERSEDES: March 12, 2021**

**APPROVED:**

**POLICY:**

Effective March 12, 2021, Governor Cuomo signed legislation which authorizes private and public employers in NYS to provide up to four (4) hours of paid excused time for each dose of the COVID-19 vaccination. This legislation is effective March 12, 2020 and expires December 31, 2022.

SCWA employees are eligible to schedule an appointment through the NYS website <https://covid19vaccine.health.ny.gov/> effective March 17, 2021

**PROCEDURE:**

The COVID-19 Vaccination form is attached to this policy and will be posted on the employee portal. The employee must complete the form and include a copy of the appointment confirmation. This must be sent to their Supervisor and Human Resources when requesting time off. This notification must be provided as soon as an appointment is confirmed. A copy of the proof of vaccination must be provided to Human Resources when the employee returns to work the following day.

COVID Excused time will be provided for up to four (4) hours for each dose of the vaccine. Travel time will be included in calculating the amount of time given for each vaccination.



## COVID Vaccination Leave Form

Governor Cuomo signed legislation on March 12, 2021 to provide employees **up to 4 hours** excused time to obtain the COVID-19 vaccine (including travel time). If you are receiving a vaccine that requires two doses, you will receive excused time for each appointment. Please note that excused time is only provided from March 12, 2021 going forward. **You are required to submit this form to your supervisor or manager once you have your vaccination appointment so they can plan accordingly for your absence.** Proof of your vaccination appointment must be included with this form. Once you receive your vaccination, please submit proof to Human Resources.

---

**To be completed by the employee:**

Employee name: \_\_\_\_\_ Employee ID #: \_\_\_\_\_

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

Date of Vaccination: \_\_\_\_\_

Time expected to be absent from work: \_\_\_\_\_ TO \_\_\_\_\_

**A copy of the vaccination appointment confirmation must be included with this request. Employees will be required to provide a copy of proof of vaccination to HR upon return to work.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Approved: \_\_\_\_\_

Signature of Supervisor/Manager

\_\_\_\_\_  
Date

**Approved forms should be submitted to Human Resources**

Reviewed and Approved: \_\_\_\_\_ by Human Resources

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: FLEX TIME**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 113**

**SUPERSEDES: October 29, 2020**

**APPROVED:**

**POLICY:**

In order to recognize the varying personal needs of our employees, the Suffolk County Water Authority has instituted a policy for limited flexible working hours. All full-time, non-union employees have the opportunity to request the hours of work that consistently suit their individual needs. However, it is recognized that it may not be possible to accommodate all such requests for alternative schedules. Flexible work schedules must be approved by the department head and must not impede department operations.

The Authority's offices are open from 8:30 a.m. to 5:00 p.m. Monday through Friday, and it is expected that **all offices will be open and staffed during these Authority hours.**

**The policy on flexible work schedules is intended to respond to the needs of our employees who would like to change their planned work schedule on a temporary basis due to a substantial need. Supporting documentation will be required for each request.**

**GUIDELINES:**

1. Under flexible working hours, daily hours totaling 7.5 or 8.0 per day (depending on position), 5 days per week, may be selected during the time 1 hour prior to and 1 hour after planned working schedule hours.
2. Some departments may be unable to offer flexible hours for some positions and/or during certain times of the year.
3. A fixed schedule should be selected for a period of time of at least one (1) month in duration and no longer than twelve (12) months. Employees will be allowed no more than three (3) schedule changes per year. Documentation must support each requested change.
4. Lunchtime must be scheduled for a minimum of 1/2 hour. Employees may not start or end their day greater than 1 hour from their planned working schedule.
5. A request for an alternative schedule must be discussed and confirmed in writing with an individual's supervisor on the attached form. Approved requests must be forwarded to Human Resources upon any changes in an employee schedule.
6. Hours actually worked must be recorded in the Authority's time keeping system.
7. Flexible working hours are not available to collective bargaining unit employees. Employees covered by the Laboratory Collective Bargaining Agreement should refer to their CBA for guidance.



**Directions:**

This form should be completed by employee, discussed with the Director of Department and upon approval, submitted to Human Resources for final approval.

**Request for Flex Time Schedule**

Employee: \_\_\_\_\_

Position: \_\_\_\_\_

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

Employee Number: \_\_\_\_\_

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

End Date: \_\_\_\_\_  
(minimum of 1 month, maximum 12 months in duration)

**Planned Working Schedule for Position:**

Total Hours Per Week \_\_\_\_\_

Planned Working Schedule \_\_\_\_\_

**Flex Schedule Requested:** (Indicate starting time, lunch and ending time)

Flex Start Time \_\_\_\_\_

Lunch break \_\_\_\_\_

End Time: \_\_\_\_\_

Frequency: M T W TH F

Benefits to Employee: (supporting documentation must accompany this request)

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

Benefits to Authority:

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

Employee's Signature: \_\_\_\_\_

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

**Department Approval:**

You have been **approved** for Flex Time

You have been **denied** for Flex Time

Comments:

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

Supervisor: \_\_\_\_\_

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

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

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

**Human Resources Authorization:**

Deputy CEO for Administration: \_\_\_\_\_

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

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: MEAL PERIODS**

**FILE UNDER SECTION NO.: 1**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 114**

**SUPERSEDES: May 21, 2019**

**APPROVED:**

**GUIDELINES FOR MEAL PERIODS**

In general, the Authority must provide a 30-minute meal period that relieves the employee of all duties, relinquishes its control over the employee's activities, and permits them a reasonable opportunity to take an uninterrupted 30-minute break. The Authority cannot impede or discourage employees from doing so. However, the law does not require that the employee be permitted to leave the work premises for the meal period, so long as the employee is completely freed from duties during the meal period. If the employee is permitted to use an Authority vehicle during the meal period, travel time spent in an Authority vehicle is counted as part of a meal period, unless the travel brings the employee closer to their next work site.

Meal periods generally must be taken between 11:00 a.m. and 2:00 p.m. for shifts between 8:00 a.m. to 4:30 p.m. and 8:30 a.m. to 5:00 p.m. Meal periods for other shifts should be taken at a comparable midpoint of the shift's work hours.

**All employees must take a bona fide meal period each day and document when they take their meal period on their time tickets. Employees are not permitted to work through their meal periods.**

Following are guidelines to assist supervisors and employees ensure that the bona fide meal period requirement is followed:

Office Workers

Authority office workers have schedules that provide for either a 30 or 60-minute meal period. All office workers must take at least a 30-minute meal period each day. While the employee may stay at their work station/desk if they so choose, the employee cannot be required to stay at the work station/desk. The employee is not permitted to perform any work during this 30/60-minute lunch period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, etc. The supervisor should ensure and require an uninterrupted 30/60-minute period as required by the employee's schedule.

Field Workers in Customer Service

Meter Shop employees, Meter Reader Utility, Meter Reader Collectors and Customer Service Technicians and other employees when working in the field with an Authority vehicle are permitted to use the Authority vehicle to travel to a store/restaurant during their meal period. They are not required to stay with or monitor the Authority vehicle during their 30-minute lunch period but should lock it upon leaving to ensure its reasonable safety and security. Travel time

spent in an Authority vehicle is counted as part of a 30-minute meal period, unless the travel brings the employee closer to the next work site. If the employee is carrying money from collections on behalf of the Authority, the employee may keep it on their person or secure it in their vehicle prior to beginning the 30-minute meal period. The employee is not permitted to perform any work during their meal period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, routing, etc. The supervisor should ensure and require an uninterrupted 30-minute period.

#### Field Workers in the Laboratory

Laboratory Technicians and other employees when working in the field with an Authority vehicle are permitted to use the Authority vehicle to travel to a store/restaurant during their meal period. They are not required to stay with or monitor the Authority vehicle during their meal period but should lock it upon leaving to ensure its reasonable safety and security. Any samples collected should remain in their cooler in the locked and secured vehicle. Travel time spent in an Authority vehicle is counted as part of a 30-minute meal period, unless the travel brings the employee closer to the next work site. The employee is not permitted to perform any work during their meal period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, routing, etc. The supervisor should ensure and require an uninterrupted 30-minute period.

#### Field Workers in Facilities Management

Maintenance A's and other employees working in the field with an Authority vehicle are permitted to use the Authority vehicle to travel to a store/restaurant during their meal period. They are not required to stay with or monitor the Authority vehicle during their meal period but should lock it upon leaving to ensure its reasonable safety and security. Travel time spent in an Authority vehicle is counted as part of a 30-minute meal period, unless the travel brings the employee closer to the next work site. The employee is not permitted to perform any work during their meal period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, routing, etc. The supervisor should ensure and require an uninterrupted 30-minute period.

#### Field Workers in Production Control

Field Operators and other employees in the field with an Authority vehicle are permitted to use the Authority vehicle to travel to a store/restaurant during their meal period. They are not required to stay with or monitor the Authority vehicle during their meal period but should lock it upon leaving to ensure its reasonable safety and security. Any samples collected should remain in their cooler in the locked/secured vehicle. Employees with hazmat placarded vehicles are not required to remain with their vehicle. However, they cannot park it unattended on a public street or highway or the shoulder of a public highway during their meal period. Prior to commencing their meal period, employees with hazmat placarded vehicles should ensure that all valves are properly closed to hazardous material containers and check for any leaks in the system (valves/piping). Travel time spent in an Authority vehicle is counted as part of a 30-minute meal period, unless the travel brings the employee closer to the next work site. The employee is not permitted to perform any work during their meal period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, routing, etc. The supervisor should ensure and require an uninterrupted 30-minute period.

## Field Workers in Construction Maintenance

Senior Generals, General Utility A's, Utility Persons and other employees in the field with an Authority vehicle are permitted to use the Authority vehicle to travel to a store/restaurant during their meal period. They are not required to stay with or monitor the Authority vehicle during their 30-minute meal period but should lock it upon leaving to ensure its reasonable safety and security. CM crews working on projects in the public streets or areas that cannot be made safe during their 30-minute meal period must split their lunch period so that at least one person can maintain the safety of the work site and perform other preparatory work while the rest of the crew takes its 30-minute meal period. Upon completion of the first 30-minute meal period, the remaining crew member(s) shall take their meal period while the returning workers maintain the safety of the work site and perform work in accordance with all safety requirements. If the work site can be made safe with no employees present or if all the work at the site has been completed, all employees on a crew must take their meal period at the same time. Travel time spent in an Authority vehicle is counted as part of a 30-minute meal period, unless the travel brings the employee closer to the next work site. The employee is not permitted to perform any work during their meal period. For example, the employee should not review or respond to emails, take or monitor telephone calls, perform paperwork, routing, etc. The supervisor should ensure and require an uninterrupted 30-minute period.

### Emergencies

If there is an emergency that affects an employee's meal period, the employee should address the emergency as may be required under the circumstances. As soon as possible under the circumstances of the emergency, the employee must contact their supervisor to determine whether a different meal period can be taken or overtime should be paid for working through the planned meal period.

**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: July 13, 2021

TO: Jeffrey W. Szabo, Chief Executive Officer

FROM: Donna Mancuso, Deputy CEO for Administration

SUBJECT: SECTION 2 – SCWA Policies and Procedures

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The HR department recently reviewed the policies in Section 2 of the SCWA Policies and Procedures Manual. Changes to all policies include changes to pronouns from he/she to their.

Other changes are as follows:

- Policy 201 – background/reference checks are not kept in the personnel folder; changes to addresses must be made in writing; medical records retitled confidential records
- Policy 202 – HR provides conflict of interest form/link to new employees but completed forms sent directly to Internal Audit
- Policy 203 – removed “in ink” to allow for electronic completion if necessary
- Policy 205 – changed title,
- Policy 207 – EEOC form provided to new employees; title change
- Policy 209 – added directions for requesting accommodation; reworded form to simplify
- Policy 210 – intern pay rates are set by the board members; part-time and seasonal employees have option of enrolling in NYS Retirement System
- Policy 212 – HR responds to information subpoenas or other similar documents relating to employees, departments should not provide information

Please place on the agenda for the Governance Committee and full Board Meeting on July 19, 2021.



**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: EMPLOYEE RECORDS**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 201**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

**POLICY**

This policy defines the personnel records to be maintained for each employee and the rules governing access to these records. This policy shall apply to all divisions of the Authority and all individuals employed therein. The interpretation and administration of this policy shall be the responsibility of the Human Resources Department.

**PROCEDURE**

1. The Authority maintains Personnel Files for each employee. The Personnel Files document all aspects of an employee's tenure with the Authority, facilitating decisions about transfers, promotions, compensation and other developmental considerations. Guidelines for the removal and filing of documents to comply with legal and ethical requirements for information access and control are defined below.
2. **The Personnel File:** The Human Resources Department maintains the personnel file for each employee. This file must contain all documents applying to the employee's tenure and includes but is not limited to the following:
  - A) Employment application and resume (if applicable).
  - B) Employment agreement (if applicable).
  - C) Education and transcript release, request, response and verification.
  - ~~D) Reference check documentation.~~
  - D) Offer of employment or acceptance letters.
  - E) All personnel status forms, current and historical.
  - F) Performance appraisals and related documents (commendations, warnings, etc.)
  - G) Salary reviews and related documents.
  - H) Termination documentation, etc.
- 3) **Personal Data:** Any time there is a change in an employee's status or personal data, such as name, address, phone number, marital status, beneficiaries, etc., the employee **must** notify the Human Resources Department **in writing**.

## FILE ACCESS

- 1) Personnel files are considered to be and are treated as **CONFIDENTIAL**. Active employees are entitled to see their own personnel file by appointment during regular working hours, while in the presence of a Human Resources representative. Normally, an employee will only be given copies of those records from his/her personnel file that has their signature on them.
- 2) Documents under restricted access may only be released to the Supervisor/Manager to whom the employee directly reports unless there is a demonstrable need to know.
- 3) ~~Medical Records~~ **Confidential Records**: Access to information contained in these files is restricted to ~~Medical personnel~~ Human Resources staff members with a need to know about information contained in these files. All medical records will be maintained in files separate from the general employee personnel files within the Human Resources Department. These include pre-employment physicals, doctors' notes, personal medical information and background check forms

## GOVERNMENT AND OTHER OFFICIAL INQUIRIES

When legal documents (subpoenas and other court orders) are received, the Authority will comply in accordance with applicable law. When government or other official agency requests are received, the Authority will ascertain if compliance is required, and if so, will release the appropriate documents. Unless prohibited from doing so, the Authority will attempt to notify the individual when such a record request is made.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: CONFLICT OF INTEREST  
AND DISCLOSURE**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 202**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

#### **POLICY**

As a public benefit corporation, the Suffolk County Water Authority must conduct its operations in a professional manner. The Authority expects all officers, directors and employees to adopt a high ethical standard of conduct in the performance of their duties, observe all laws and regulations governing business transactions, and use Authority funds and resources only for legitimate and ethical purposes.

Interests in contracts are prohibited pursuant to Public Authorities Law 1087, as follows:

It shall be a misdemeanor for any of the Members of the Authority, or any officer, agent, servant, or employee thereof, employed or appointed by them to be in any way or manner interested directly or indirectly in the furnishing of work, materials, supplies or labor, or in any contract thereof which the Authority is empowered by this title to make.

The Authority respects the rights of personnel in their activities outside their employment that are private in nature and which in no way conflict with or reflect upon the Authority. However, personnel must avoid conflicts of interest. A conflict of interest arises when the private interests of an employee (including Board Members and all full time, part time and temporary employees) of the Suffolk County Water Authority (hereinafter referred to as the Authority) clash with their responsibilities as employees of the Authority.

#### **PROCEDURE**

Certain situations, as outlined in the following pages, are prohibited. All situations presenting a direct conflict of interest must be avoided. All conflict of interest situations must be reported to the Chief Executive Officer. If there is any doubt as to whether a particular situation may give rise to a conflict of interest, the employee should consult with Internal Audit. If in the opinion of Internal Audit a conflict of interest may exist, the Chief Executive Officer shall present the case to the Authority Board Members.

The following situations are those that are specifically prohibited under the Authority's Conflict of Interest Policy:

1. Receipt, by the employee or a member of the employee's family (defined as related by blood, marriage, or domestic bond), of gifts, entertainment, discounts, services, loans or anything of value from suppliers, customers, or other persons with whom the Authority does business. Gifts must be returned to the donor with the

explanation that Authority policy will not permit acceptance of the gift. The Authority will reimburse the employee the expense of returning gifts.

2. Speculation or dealing in equipment, supplies, or materials normally purchased by the Authority.
3. Borrowing money from suppliers, customers, individuals or firms with whom the Authority does business loans or mortgages from banks or individuals doing business with the Authority are exempted if the terms are at current rates and the customary collateral for such transactions is provided.
4. Acquiring an interest in real estate in which it is known the Authority also has an interest, or which may improve in value because of the Authority's activities in the vicinity of such property.
5. Misusing information to which ~~the~~ individuals have access by reason of ~~his or her~~ ~~their~~ position – such as by: disclosing confidential information (e.g., confidential information of a technical, financial, or business nature or other “inside information”) to others outside or inside the business (whether or not a consideration is received), or using such information for ~~his or her~~ ~~their~~ own or family's (as previously defined) benefit.
6. Soliciting funds or other items of value from Authority vendors, suppliers or consultants for oneself or to benefit any other organization, club or person, be the organization, club or person charitable, religious, profit-making, etc.
7. Providing or being in any way or manner interested directly or indirectly in the provision of work, materials, supplies, labor or information for any off-duty plumbing or other services that require Authority inspection and/or approval (including but not limited to installing private service lines, installing backflow prevention devices and expediting water supply applications) to existing or future Authority customers.

Also, previous resolutions of the Authority are herein included as follows:

The Authority shall not employ relatives of employees as defined to mean an employee's spouse, child, stepchild, stepparent or direct descendant of grandparents of the employee as defined in the New York State General Municipal Law 810.

All non-union employees, officers, deputy officers, executive directors, directors, managers or supervisors shall not hold political party leadership in Village, Town, County, State or Federal political organizations.

The following situations are some, but not all, of those situations that must be disclosed:

1. Holding more than one percent financial interest, directly or indirectly (as an owner, stockholder, securities holder in a publicly owned corporation, partner, joint ventures, creditor, guarantor, director, trustee, or beneficiary of a trust) in a firm that provides services or supplies materials or equipment to the Authority, or in a firm to which the Authority makes sales or provides services, or engaging in such activities with the Authority as an individual.

2. Serving as an employee, owner or consultant of another organization providing goods and/or services to the Authority or its customers or functioning individually and providing said services to the Authority or its customers.
3. Receiving compensation for services rendered to other employees (e.g., plumbing work, electrical work, legal services, accounting and tax services, etc).
4. Membership on or employment by any governmental or political board, commission, committee, council or other body that has jurisdiction within the area serviced by the Authority.
5. Membership on or employment with any entity where such employment, service or membership is incompatible with the proper discharge of official duties, or would impair independent judgment or action in the performance of official duties.
6. Selling goods, services or other items of value to Authority vendors, suppliers or consultants for oneself, or to benefit any other organization, club or person be the organization club or person charitable, religious or profit making, etc.

The Suffolk County Water Authority Office of Internal Audit shall be responsible for the distribution of this policy and the submissions of and compliance with Conflict of Interest/Disclosure forms relating thereto. Non-compliance or violation shall be reported by the Office of Internal Audit to the Chief Executive Officer who shall present the case to the Authority Board members for appropriate review, action and written determination.

The Human Resources Department shall provide a Conflict of Interest policy and form to all new employees. New employees will complete and forward the completed form directly to Internal Audit. ~~secure a completed Conflict of Interest form from all new employees at the time of hire and forward said form to Internal Audit.~~

Each January, Internal Audit shall be responsible for the distribution of this policy and a Conflict of Interest disclosure form to all employees. Internal Audit shall report to the Chief Executive Officer any employee refusing or failing to complete and return this form. Any employee, after appropriate investigation, found in violation of any portion of this policy may be subject to immediate disciplinary action up to and including termination of employment.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: IMMIGRATION REFORM  
AND CONTROL ACT**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 203**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

**POLICY**

It is the policy of the Suffolk County Water Authority to employ only those individuals legally entitled to work in the United States. In complying with the Immigration Reform and Control Act of 1986 (IRCA), it is illegal and against Authority policy to discriminate because of an individual's national origin, citizenship, or intent to become a U.S. Citizen.

**PROVISIONS**

1. All employees hired on or after November 7, 1986, are required to provide proof of employment eligibility and identification as well as complete the employee portion of the I-9 form.
2. The Human Resources Department will examine the submitted documents and complete the employer portion of the I-9 form ~~in-ink~~.
3. The Human Resources Department will verify the employment eligibility of new hires through the E-Verify system operated by the Department of Homeland Security with the Social Security Administration.
4. I-9 forms will be retained for three years after the date of hire, or one year after the individual's employment is terminated, whichever is later. These files will be made available for inspection by the Immigration and Naturalization Service (INS) or their appointed representative, upon written notice.

**PROCEDURE**

1. I-9 forms must be completed ~~in-ink~~ for all new hires, all rehires, and all current employees hired on or after November 7, 1986 within the first three days of employment.
2. The Human Resources Department will maintain I-9 forms separate from personnel files.

# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: RECRUITMENT, INTERVIEWING      FILE UNDER SECTION NO.: 2**  
**SELECTION, TERMINATION,**  
**RE-EMPLOYMENT**

**EFFECTIVE DATE: July 19, 2021                      POLICY NO.: 205**

**SUPERSEDES: October 26, 2015                  APPROVED:**

### **POLICY**

The Suffolk County Water Authority seeks and employs the best qualified personnel available, those who will be productive and contribute to the success of our company. However, we must be aware of such sensitive areas as the laws and regulations pertaining to equal employment opportunity (See Policy 207 - Equal Employment Opportunity).

We are committed to hiring people through sound practices and reputable sources regardless of race, color, age, religion, national origin, gender, sexual orientation, marital status or disability. Legal requirements together with a desire to hire productive employees, lead us to conclude that the selection of new employees is critical and warrants special attention.

It is the Authority's practice to verify the employment history and educational achievements of all new employees. Discrepancies in this verification process will be investigated and could result in not hiring the applicant. In addition, where appropriate, in compliance with federal, state and local laws, criminal and license requirements will be reviewed by an outside agency with said record used in employment decisions.

**The employment of any individual, regardless of status, must be authorized in writing by the Chairman.**

### **PROCEDURE**

#### **Recruiting**

Once a position becomes available the department must submit a request to fill the position to the appropriate Deputy CEO. The Deputy CEO will forward approval to the CEO ~~and CFO~~ with a copy to the ~~Chief Human Resources Officer~~ **Deputy CEO for Administration** which will include all information such as special hours, technical challenges and specific skills necessary to perform the job successfully. When all approvals have been received, the ~~Chief Human Resources Officer~~ **Deputy CEO for Administration**, or ~~her~~ **their** designee will then begin the recruiting process and will select recruitment sources (i.e., SCWA website, internet sites, newspapers, colleges, schools, etc.) appropriate for the position being filled. All applicants will be advised to apply through the SCWA website so that applications may be tracked and stored electronically.

Human Resources will receive and screen all applicants and then forward to the appropriate department head the application and resumes of those applicants who meet the basic specifications stated in the original request. The department head will notify Human Resources recommending which applicants should be interviewed. The Human Resources Department will arrange all interviews at a time mutually convenient to the applicant, hiring manager and Human Resources representative.

### **Reference Checks**

Following a recommendation to hire the applicant, the Human Resources Department will conduct reference and applicable background checks.

The Human Resources Department will obtain written authorization from the prospective new hire and provide the applicant's information to a third party agency to complete the appropriate criminal, license, background and reference checks. Conviction of a crime does not necessarily ban an individual from employment.

If a discrepancy is identified in the verification process, the Human Resources Department will discuss the discrepancy with the applicant to obtain further clarification. Discrepancies resulting from this verification process will be investigated and could result in not hiring the applicant. If the discrepancy is reported after employment of the applicant, it will be investigated and could result in disciplinary action up to and including termination.

### **Offers of Employment**

The recommendation to hire an applicant will be made by the department head with input from the Human Resources Department. The Human Resources Department will prepare a Chairman's Action form including all pertinent information about the position and obtain the necessary approval signatures.

Employment offers for prospective non-union employees must be approved by the CEO, the Chairman and the Board, and will be coordinated and presented by the Human Resources Department. Employment offers for prospective union employees and all other employees (part time, college interns, etc.) must be approved by the CEO and the Chairman.

If the reference and background checks are satisfactory, Human Resources will make an offer of employment that will include any necessary contingencies or disclaimers. Prospective employees will receive "Offer of Employment" letters from Human Resources. Verbal offers of employment to prospective union employees will be made by the Human Resources Department only and only after express written authorization from the Chairman. If the applicant accepts the offer of employment, Human Resources will arrange for the pre-employment medical examination to be conducted.

Human Resources will coordinate the actual start date of the new employee and will be responsible for orientation of new employees and processing of their employment forms.

### **Terminations**

Terminations (other than voluntary terminations) of non-union full time employees must be approved by the CEO, the Chairman and the Board. Terminations (other than voluntary terminations) of union employees and all other employees must be approved by the Chairman.

When an employee is terminated due to retirement, voluntary resignation, or dismissal, the department head should advise the Human Resources Department prior to the last date of employment in writing. The letter of resignation will suffice in most cases. All Authority property including but not limited to keys, employee identification cards, cellular phones, pagers, etc. should be collected by the department head and forwarded to the proper departments.



### **Re-Employment**

When a decision is made to re-hire a college intern, a request should be forwarded to the Human Resources Department prior to the requested date of re-hire. The Human Resources Department will secure approvals by division director, Deputy CEO, CEO and the Chairman. Human Resources will then contact the individual to schedule a re-hire orientation. At the end of the assignment, the department manager must advise the Human Resources Department. Employees with an inactive status will be removed from the payroll.

All other rehires (former employees, retirees, etc) will be treated as new hires and obtain all necessary approvals from the CEO, the Chairman and the Board.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: EQUAL EMPLOYMENT  
OPPORTUNITY**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 207**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

**POLICY**

The Suffolk County Water Authority is committed to a policy of equal employment opportunity for applicants and employees. It is our policy that all employees and applicants shall be treated in a manner free of discrimination based upon sex, age, race, color, religious creed, marital status, national origin, political affiliation, sexual orientation, ancestry, disability which cannot be reasonably accommodated, liability for service in the armed forces of the U.S., citizenship or any other characteristic protected by applicable federal, state or local laws. This shall apply to all aspects of employment including selection, job assignment, compensation, discipline, termination and access to benefits and training as well as any other personnel decisions and practices.

Upon hire, employees will complete an Equal Employment Opportunity form to self-identify their gender, race/ethnicity and veteran status. This data is used in mandatory reporting to the Equal Employment Opportunity Commission (EEOC).

The Authority will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship for the Authority.

If ~~an~~ employees have a complaint whereby ~~he/she~~ they feel they were discriminated against with regard to ~~their his/her~~ employment with the Authority, ~~they he/she~~ should contact the ~~Chief Human Resources Officer~~ Deputy CEO for Administration or any member of the Human Resources Department to resolve the complaint. All complaints will be handled in the strictest of confidence and only those with a direct need to know will be involved. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Please refer to Authority Policy 402-Harrassment/Discrimination for additional information.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: DISABILITY ACCOMMODATION**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 209**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

#### **POLICY**

The Suffolk County Water Authority is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

#### **PROCEDURE**

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position for which they are applying.

Reasonable accommodation is available to all disabled applicants and employees who request one be made. The Authority will accommodate these requests where the individual's performance of the essential functions of the job for which they currently hold or are applying would be made possible.

Employees or applicants requesting an accommodation should complete the Reasonable Accommodation Request Form (attached) and submit it to Human Resources with medical documentation supporting the request.

Post-offer of employment medical examinations are required so that we can insure new employees are able to meet the job-related physical requirements of the job for which they are being hired. They are given to all persons entering the Authority only after conditional job offers are made. Medical records will be kept separate and confidential. (See Policy 201 – Employee/Personnel Records)

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) on an equal basis, as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. In addition, leaves of all types will be available to all employees on an equal basis.

The Authority is committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The Authority will comply with any state or local law that provides individuals with disabilities greater protection than the ADA.

The Authority is committed to taking all other actions necessary to ensure equal opportunity for persons with disabilities in accordance with the ADA and all other applicable Federal, state and local laws.



## REASONABLE ACCOMMODATION REQUEST FORM

### A. Questions to clarify accommodation requested

What specific accommodation are you requesting?

If you are not sure what accommodation is needed, do you have suggestions about options we can explore?

Yes \_\_\_\_ No \_\_\_\_

If yes, please explain.

Is your accommodation request time sensitive?

Yes \_\_\_\_ No \_\_\_\_

If yes, please explain.

### B. Questions to document the reason for accommodation request

What, if any, job function are you having difficulty performing?

What, if anything, ~~employment benefit~~ are you having difficulty accessing at work?

What limitation is interfering with your ability to perform your job ~~or access an employment benefit~~?

Have you had any accommodations in the past for this same limitation? Yes \_\_\_\_ No \_\_\_\_

If yes, what were they and how effective were they?

If you are requesting a specific accommodation, how will that accommodation assist you?

### C. Other

Please provide any additional information that might be useful in processing your accommodation request:

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

Employee # \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Return this form to ~~Human Resources Manager~~ Human Resources – Administration Building, Oakdale

# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: EMPLOYMENT CLASSIFICATIONS**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 210**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

### **POLICY**

It is the intent of the Suffolk County Water Authority to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the Authority, where no collective bargaining agreement exists.

Each employee is designated as either NONEXEMPT or EXEMPT from Federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of Federal and state laws. EXEMPT employees are excluded from specific provisions of Federal and state wage and hour laws. Although not eligible for overtime under the Federal overtime requirements of the Fair Labor Standards Act, some EXEMPT employees may be eligible for overtime as outlined in Authority policy. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Authority management.

In addition to the above categories, each employee will belong to one other employment category:

**Regular Union Full-Time** employees are those who are regularly scheduled to work the Authority's full-time schedule applicable for the position assigned as provided by collective bargaining agreement. Generally, they are eligible for the Authority's benefits package as outlined in the collective bargaining agreement, subject to the terms, conditions, and limitations of each benefit program.

**Regular Non-Union Full-Time** employees are those are regularly scheduled to work the Authority's full-time schedule applicable for the position assigned. Generally, they are eligible for the Authority's benefits package, subject to the terms, conditions, and limitations of each benefit program.

**Undergraduate or Graduate College Intern** are those employees who are students presently attending a college or university and work at the Authority for no more than ten (10) consecutive weeks, normally during the summer and winter breaks. Compensation will be determined upon appointment and set by the **Chairman-Board Members**. Interns will not be provided health coverage.

The Board may elect to designate management employees as provisional hires with set review dates. Upon satisfactory review by supervisors, division director, Deputy CEO and CEO, a recommendation will be made to the Board for formal hiring.

### **Central Pine Barrens Commission Staff**

Employees assigned to the Central Pine Barrens Commission are employees of the Suffolk County Water Authority and are therefore required to follow all approved policies and procedures.

- All full-time employees are eligible for the Authority's benefits package, subject to the terms, conditions, and limitations of ~~the~~ each benefit program.
- The Board may authorize certain positions as part-time positions, temporary or seasonal positions. Employees who work part-time hours or are considered to be temporary or seasonal employees are not eligible for the Authority's benefits package. Part-time, temporary and seasonal employees will be required to sign a waiver of benefits form.

- Part time and seasonal employees have the option of enrolling in the NYS Employees' Retirement System. Membership for these employees begins on the date the application is submitted to the NYS Employees' Retirement System.
- Upon resolution of the Central Pine Barrens Commission, the SCWA Board may authorize certain positions to be filled by out-of-state employees working remotely on a case-by-case basis. Timekeeping will be administered by the Executive Director of the department.
- **Full-time** employees work 37.5 hours per week. Overtime will be paid in accordance with their FLSA status only. Exempt employees will not receive overtime pay.
- Compensatory time will be administered in accordance with SCWA Policy 302.

# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: EMPLOYMENT VERIFICATION AND  
LETTERS OF RECOMMENDATION**

**FILE UNDER SECTION NO.: 2**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 212**

**SUPERSEDES: October 26, 2015**

**APPROVED:**

### POLICY

It is our policy to provide outside sources with very limited information concerning current and past employees. This is necessary to protect the privacy of our current and former employees, as well as protect the interests of the Authority.

### PROCEDURE

All requests for information regarding current and former employees must be referred to the Human Resources Department for response. Under no condition is any information to be ~~given out.~~ **provided by departments.**

All requests for information regarding current or former employees are to be responded to by the Human Resources Department. The Human Resources Department will only respond to those requests which the employee or former employee has, by signature, authorized the Authority to release. A copy of the completed information request will be placed in the employee's personnel file.

### LEGAL REQUESTS

All **information** subpoenas, garnishments, or similar legal documents, relating to employees, shall be responded to by the Human Resources Department. **Human Resources will respond to information requests and** if there is a question as to whether such information requests have been properly ~~served or~~ executed, the Human Resources Department shall confirm with the Legal Department. A copy of the completed document by **Human Resources** shall be kept in the employee's personnel file.

### LETTERS OF RECOMMENDATION

When an employee or former employee, requests a letter of recommendation from a supervisor or management employee, that request shall be referred to the Human Resources Department for review. Recommendation letters shall only be generated with the approval of the **Deputy CEO of Administration** ~~Director of Administration~~ or ~~her~~ **their** designee.

**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: July 13, 2021  
TO: Jeffrey W. Szabo, Chief Executive Officer  
FROM: Donna Mancuso, Deputy CEO for Administration  
SUBJECT: SECTION 3 – SCWA Policies and Procedures

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The HR department recently reviewed the policies in Section 3 of the SCWA Policies and Procedures Manual. Changes to all policies include changes to pronouns from “he/she” to “their”.

Other changes are as follows:

Policy 302 – change timesheet to record of employee’s work time

Policy 304 – change of titles/departments

Policy 305 – change of titles

Policy 306 – correct union members eligible to charge time and increase maximum  
number of hours available

Policy 307 – change title

Please place on the agenda for the Governance Committee and full Board Meeting on July 19, 2021.



# SUFFOLK COUNTY WATER AUTHORITY

## POLICIES AND PROCEDURES

**SUBJECT: COMPENSATORY TIME OFF  
MANAGEMENT EMPLOYEES**

**FILE UNDER SECTION: 3**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 302**

**SUPERSEDES: March 26, 2019**

**APPROVED:**

### POLICY

Recognizing the need for public accountability, Suffolk County Water Authority may permit exempt employees who work more hours than regularly scheduled to receive compensatory time off. There is no legal requirement or obligation of the Authority to grant compensatory time off to exempt employees. It is understood that extra hours may be required of exempt employees without receiving compensatory time.

Compensatory time will be granted on an hour-for-hour basis and **must be authorized by the Manager and Director of the department**. There will be no compensatory time for time worked that is less than **15 minutes**.

### PROCEDURE

- The department director who approves the **timesheet record of employee's work time** is authorized to grant compensatory time off to management employees only. Compensatory time must be authorized by the Manager and Director of the department.
- Employees must record the actual time worked and time taken on the timesheet or in the timekeeping system.
- Exempt employees are encouraged to use accrued compensatory time within the same pay period. If doing so would impede the operations of the department, the employee must use accrued compensatory time within the same week or the following week or such compensatory time shall be lost. Approval to carry compensatory time beyond two (2) pay periods must be approved by the Deputy CEO of the division and will only be granted for extraordinary circumstances where the usage of compensatory time would severely impede the operations of the department.
- Non-exempt management employees must use compensatory time within the same pay period.
- Employees may not use accrued compensatory time for a full day. Only portions of a day may be charged to compensatory time. Employees must report to work for a minimum of 2 hours.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: CONSOLIDATED OMNIBUS BUDGET  
RECONCILIATION ACT (COBRA)**

**FILE UNDER SECTION NO.:3**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 303**

**SUPERSEDES: July 18, 2016**

**APPROVED:**

#### POLICY

It is the intent of this policy to outline the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) and its effect on all employees and their families. The Suffolk County Water Authority complies with all requirements of this Federal law.

#### PROCEDURE

Under COBRA, the Authority has a legal obligation to offer health care continuation coverage to certain employees and/or their spouses and dependent children, provided they pay the full monthly premium for that coverage, when "qualifying events" occur. These qualifying events as outlined in the law are:

- An employee's termination of employment unless for gross misconduct;
- An employee's death;
- The reduction of an employee's hours to the point ~~he/she~~ they or their dependents no longer qualify for coverage under our health benefits plan;
- Entry into active military service (i.e. reservists called to active duty);
- An employee's entitlement to Medicare;
- Divorce or legal separation of the spouse and the covered employee;
- When a dependent child is no longer eligible for coverage because they reach the maximum age for coverage, 26;
- Loss of retiree health coverage due to the Authority filing bankruptcy or "substantial elimination" of coverage within one year of such filing.

**MEDICARE RULES:** An individual entitled to Medicare benefits is not a qualified beneficiary under COBRA. However, if a covered employee becomes eligible for Medicare and as a result, the employee's dependents lose coverage under our health benefits plan, the dependents become eligible for COBRA continuation coverage from the date of the employee's Medicare eligibility.

**QUALIFIED BENEFICIARIES:** The law requires the Authority to offer continuation coverage to "qualified beneficiaries" who have experienced a qualifying event. The following are considered qualified beneficiaries, only if they were covered by one of our health plans on the last day before their specific qualifying event:

- An employee;
- The covered employee's spouse;
- The covered employee's dependent child;
- Retirees participating in our health plans are covered by COBRA and their

spouse and dependents must be offered the continuation coverage after a divorce. Upon the death of a retired employee, the surviving spouse and dependents are eligible to continue within the Authority's health benefits plan by paying the monthly premium required.

- Military reservists called to active duty.

Each qualified beneficiary is entitled to a separate election of continuation coverage. For purposes of all continuation coverage, qualified beneficiaries are to be treated under the plan in the same manner as active employees.

**DURATION OF COVERAGE:** Employees who lose coverage as a result of termination of employment or reduction of hours can maintain healthcare coverage for a period eighteen (18) months. For all other qualifying events, healthcare coverage can be maintained for a period not to exceed thirty-six (36) months. Qualified beneficiaries may have more than one qualifying event entitling them to continuation coverage, but in no event may continuation of coverage extend beyond thirty-six (36) months. At the end of a continuation period, beneficiaries will be offered a conversion option to an individual policy as long as that option is available under our plans.

Employees who are called to active military duty have the right to continue health benefits for themselves and their dependents, under the same conditions as an employee by electing COBRA for a period of up to 24 months.

Continuation periods may end sooner than what an individual is entitled to if one of the following occurs:

- The covered individual fails to pay applicable premiums for the coverage;
- The covered individual becomes covered under another group health plan as an employee or otherwise unless the new plan has a pre-existing condition clause;
- The Authority terminates our group health plan, without replacement; or
- The qualified beneficiary becomes entitled to Medicare benefits (See "Medicare Rules", above.)

**NOTICES:** Written notice will be given when you or your covered dependents become eligible to continue health care coverage under your current plan. The election period for you or your dependents is sixty (60) days from the date coverage under our health plan ends or the date notice is given, whichever is later. Employees and their dependents must notify the Authority in the event they become divorced or legally separated, when their dependent child no longer qualifies as a covered dependent under our plan, or any other qualifying event occurs. This notification must be given within sixty (60) days of the qualifying event.

**COST OF CONTINUED COVERAGE:** The cost of premiums chargeable to employees or their dependents for health care continuation coverage is equal to 102% of the gross premium that the Authority pays for either individual or family coverage. In certain circumstances, qualified beneficiaries may be granted disability extensions increasing the chargeable cost to 150% of the current premium during the extension.

Payments for continued coverage must be made in advance, by the first day of each month for which coverage will be continued. Nonpayment of premiums is cause for cancellation of coverage with no reinstatement privileges.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: GARNISHMENT OF WAGES**                      **FILE UNDER SECTION NO.:**                      **3**  
**EFFECTIVE DATE: July 19, 2021**                      **POLICY NO.:** 304  
**SUPERSEDES: July 18, 2016**                      **APPROVED:**

#### POLICY

The Suffolk County Water Authority complies with all Federal and state laws and regulations relating to garnishments.

Definition: A garnishment is a court order to an employer to withhold a sum of money from an employee's wages or salary. A Federal levy takes precedence over all other garnishments and can take 100% of all money due to an employee as of the date it commences.

#### PROCEDURE

When a notice of assignment or garnishment of an employee's wages or wage deduction order is served on the Authority, it is to be referred immediately to the Payroll ~~Supervisor~~ **Manager** in the ~~Accounting Finance~~ Department.

The employee is notified that the Authority has received a garnishment order, and that payroll deductions will begin immediately. The Payroll ~~Supervisor~~ **Manager** prepares form 68A to begin payroll deductions and the CFO or ~~Director of Accounting~~ **Deputy CFO** will approve the form.

The Authority will deduct the required amount from the employee's paycheck. The amount deducted from an employee's earnings will not exceed that permitted by law. All garnishment documents are kept in a locked cabinet in the Accounting Department.

Questions regarding a notice of assignment, garnishment of wages, or wage deduction order should be directed to the Payroll ~~Supervisor~~ **Manager**.

No employee will be terminated by reason of the fact that earnings have been subjected to garnishment for any one indebtedness. "Any one indebtedness" means a single debt, regardless of the number of times garnishment proceedings are filed to collect it.

The Authority will not deny employment to or terminate the employment of any person solely because that person has filed a petition for bankruptcy.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: MANAGEMENT OVERTIME**

**FILE UNDER SECTION NO.: 3**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 305**

**SUPERSEDES: November 1, 2018**

**APPROVED:**

**POLICY**

It is the policy of the Suffolk County Water Authority to recognize and compensate exempt management employees who are not normally eligible for overtime pay, under certain limited conditions. No payment will be made for incidental overtime occurrences. Supervisors, Managers, Directors, Deputy CEO's and certain professionals are considered to be exempt employees by the Federal Labor Standards Act.

Additional remuneration for exempt management personnel under certain limited conditions shall be based on position, as follows:

1. There shall be full remuneration of 1 1/2 or 2 times the regular pay for staff and supervisory employees for emergency call outs and scheduled overtime hours, or compensatory time may be granted in accordance with Policy 302.
2. Managerial level employees will receive compensatory time off in accordance with Policy 302. The Director of the department may authorize straight time overtime in consultation with the Deputy CEO for the division. Overtime pay would be granted for call outs and scheduled overtime for projects on a limited basis.
3. There shall be no overtime pay for executive level employees, i.e., CEO, Deputy CEO's, CFO, Deputy CFO, Chief Legal Officer, Chief Technology Officer, General Counsel, ~~Special Counsel~~, ~~CHRO~~, Executive Director, Directors, Deputy Directors, Assistant Directors, Superintendents, Deputy Superintendents, Chief Engineer, Assistant Chief Engineer. ~~Construction Maintenance Administrator.~~

In all categories, no minimum number of hours shall be paid when reporting to work outside normal working hours. All overtime pay must be approved by the department Director or Deputy CEO.

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: ACCOUNTS RECEIVABLE -  
UNION BUSINESS**

**FILE UNDER SECTION NO.: 3**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO: 306**

**SUPERSEDES: July 18, 2016**

**APPROVED:**

#### **POLICY**

The Suffolk County Water Authority and the Utility Worker's Union of America entered into an agreement in 1980 allowing designated union officials to receive pay from the Authority for activities for which they are not entitled to pay by the Authority under the collective bargaining agreement. The union will reimburse the Authority for wages and contributions due the New York State Employee's Retirement System. ~~The following individuals~~ Elected union members (board members, shop stewards and committee members) and other employees serving as witnesses for arbitrations and other hearings. are eligible to charge time against the account for union business: ~~Union President, Vice President, Secretary/Treasurer, and Financial Secretary~~. A maximum of ~~500~~ 850 hours per year are chargeable by the union.

#### **PROCEDURE**

1. Approval to utilize time charged to this account must be obtained from the Legal Department prior to taking time. Specific reason for use of hours charged to the account for union business (218100) should be given at time of request.
2. Employee certification forms must be completed by employee, signed by the Department Head and forwarded to the Legal Department.
3. Legal will verify information and if approved, forward to payroll for processing.
4. The general ledger account will be reconciled monthly and submitted to the Legal Department for review. Upon approval from Legal, the Accounting Department will submit invoice to the Utility Worker's Union for reimbursement of wages.
5. Account is maintained on a monthly basis by calendar year.

**ACCOUNT 218100  
ACCOUNTS RECEIVABLE – UNION BUSINESS  
EMPLOYEE CERTIFICATION**

The undersigned certifies that on \_\_\_\_\_ hours (from \_\_\_\_ to \_\_\_\_ ) were spent on official business of the Utility Workers' Union of America, AFL-CIO, Local 393. The Suffolk County Water Authority is to be reimbursed by the union for hours paid to this account.

Purpose of union business:

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\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Approval

\_\_\_\_\_  
Date

## SUFFOLK COUNTY WATER AUTHORITY

### POLICIES AND PROCEDURES

**SUBJECT: EMPLOYEE BENEFITS**

**FILE UNDER SECTION NO.: 3**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 307**

**SUPERCEDES: September 25, 2019**

**APPROVED:**

#### **POLICY**

It is the intent of this policy to outline the health benefits offered to full time employees and those who qualify as full-time employees under the Patient Protection Affordable Care Act Law (PPACA) passed in 2010. As a participating agency of the state of New York, the Authority offers medical insurance coverage through the New York Health Insurance Program (NYSHIP)/ The Empire Plan.

#### **PROCEDURE**

##### **OFFER OF MEDICAL, DENTAL AND VISION COVERAGE**

New employees scheduled to work full time will be eligible to enroll in medical, dental and vision insurance benefits along with their qualifying dependents. Elected coverage will take effect the first day of the month following the date of hire.

Coverage must be elected within thirty (30) days of the date of hire.

##### **ELIGIBLE DEPENDENTS**

The following dependents are eligible for coverage on an Authority employee's medical, dental and/or vision insurance plans:

- Legal spouse (including a separated spouse)
- Legal children (natural child, stepchild, legally adopted child)
- Under special circumstances, The Empire Plan allows other children to be enrolled on an employee's plan in situations of dependence and disability. These situations must be addressed directly with The Empire Plan.

##### **PROOF OF ELIGIBILITY**

All enrollees in health benefits are required to submit proof of eligibility. The documentation listed below is required to be submitted along with the proper enrollment forms.

For all enrollees:

- Birth Certificate
- Social Security card

If married:

- Marriage Certificate
- Proof of joint financial obligation (if marriage took place more than one year prior to enrollment)



## **PREMIUMS**

- Employees hired prior to January 1, 2017 do not pay a premium to have medical insurance.
- Employees hired after January 1, 2017, pay 15% of the total monthly premium for medical insurance. This premium will be paid via a weekly pre-tax (post-tax option available) payroll deduction from the first four paychecks of every month.
- Dental and vision premiums are paid by the Authority. There is no cost to employees for enrollment in these plans.

## **WAIVER OF HEALTH BENEFITS**

Employees who choose to waive health insurance will be enrolled in the Authority's Medical Buy Back Program. This program provides \$2,000 (minus applicable taxes) annually to the employee to assist with health care costs; two equal payments of \$1,000 (minus applicable taxes) will be made in July and December in employees' regular paycheck. All payments are made pro-rata based on the number of months health insurance is waived in a calendar year.

## **LIFE EVENTS/ENROLLMENT CHANGES**

Enrollment changes are only allowed during the annual Open Enrollment period or if the employee experiences a qualifying life event, as determined by the Internal Revenue Code. Listed below are examples of events which would qualify employees to make changes to their benefits. Enrollment changes due to a qualifying life event must be directly related to that event:

- Marriage
- Divorce
- Birth/legal adoption
- Loss of previous coverage

Documentation supporting a qualifying life event must be submitted to Human Resources along with the proper enrollment forms within 30 days of the date of the event. If documentation is not submitted within this time frame, enrollments will be delayed until the next Open Enrollment period.

Premium cost changes due to a qualifying life event (change in coverage level) will be effective the pay week in which the change occurs.

## **LIFE INSURANCE**

All full-time employees are provided a basic term life insurance policy effective 90 days from their hire date. The value of this policy is equal to 1.5 times their base salary with a minimum value of \$50,000 and a maximum of \$150,000. This insurance policy is administered and paid for by the Authority.

Employees hired prior to 1996 may have requested to remain enrolled in the frozen life insurance policy with a value of \$50,000.

Management and Lab Union employees are also provided an Accidental Death and Dismemberment (AD&D) life insurance policy with the same effective date and of the same value as their basic life insurance (doubles value of life insurance in the event of AD&D).

Beneficiaries must be designated for this policy(s). The beneficiary designated for the basic term life policy will also be the designated beneficiary for the AD&D life policy, if applicable. Designating a primary beneficiary is required and designating a contingent (secondary) beneficiary is optional.

## **SEPARATION**

When separating from the Authority, medical, dental and vision coverage will extend to the end of the month in which the separation occurs unless otherwise authorized by the CEO, **CHRO Deputy CEO for Administration** and approved by the Board Members. Authority-provided term life insurance will end the last working day.

For qualified retiring employees, medical, dental and vision insurance as well as those who remain in the frozen life insurance policy have the option to continue coverage into retirement. Refer to policies 801 and 802 for more information on terminations and retirements, respectively.

**SUFFOLK COUNTY WATER AUTHORITY  
INTEROFFICE MEMORANDUM**

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

**FROM:** Phil Thompson, Emergency Manager  
Richard G. Bova, Emergency Manager

**DATE:** July 14, 2021

**SUBJECT:** Public Access Policy

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The Suffolk County Police Department recently notified the Suffolk County Water Authority of an increasing trend in First Amendment Auditor incidents in Suffolk County. A First Amendment Audit occurs when a member of the public tests the accessibility to a publicly owned facility often filming their activities. The videos are posted on social media. Several of incidents involved filming at police headquarters, various precincts, town halls, and at least one public library. In some audits, auditors have walked throughout public offices recording their interactions with staff.

It is critical to the safety of our employees and infrastructure to limit access to most spaces within the Suffolk County Water Authority. Justification or excluding an individual from Suffolk County Water Authority property include:

- Protecting the privacy rights of customers
- Preventing the disruption of Suffolk County Water Authority business
- Protect sensitive information and infrastructure
- Public safety

It is recommended that SCWA adopt the attached policy which categories SCWA facilities and the spaces within them as being a Traditional Public Forum, Limited Public Forum, or a Secured Area. It further establishes the rights of the public to enter each space.

SCWA employees as public employees may be recorded while performing their SCWA responsibilities. The policy further requires training for each employee on how to respond if they are confronted by a First Amendment Auditor. The training should be commensurate with the likelihood of an encounter.

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: ACCESS TO SCWA FACILITIES**

**FILE UNDER SECTION NO.: 7**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 704**

**SUPERSEDES: NEW**

**APPROVED:**

**POLICY:**

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

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

**I. Forum Designation System**

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

SCWA facilities will be divided into the following categories:

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

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

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

**II. Rules of Conduct:**

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

### **Public Forum – Green Areas**

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

### **Limited Public Forum – Yellow Areas**

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

### **Secure Area – Red Areas**

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

## **III. SCWA Employee Interactions with Persons Auditing Compliance with this Policy**

SCWA employees confronted by a member of the public entering or auditing SCWA's compliance with this Policy or both shall contact OEM staff. The employee may inform the member of the public that OEM has been contacted and have no other words with the individual. OEM shall report to the incident and give a copy of this Policy to the member of the public and have no further interaction with the member of the public unless the member of the public poses a substantial risk to SCWA operations. In such event, local law enforcement shall be contacted.

## **IV. Implementation and Employee Training**

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

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

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

**SUFFOLK COUNTY WATER AUTHORITY**  
**POLICIES AND PROCEDURES**

**SUBJECT: ACCESS TO SCWA FACILITIES**

**FILE UNDER SECTION NO.: 7**

**EFFECTIVE DATE: July 19, 2021**

**POLICY NO.: 704**

**SUPERSEDES: NEW**

**APPROVED:**

**POLICY:**

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

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

**I. Forum Designation System**

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

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

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

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

### **Public Forum – Green Areas**

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

### **Limited Public Forum – Yellow Areas**

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

### **Secure Area – Red Areas**

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

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SCWA employees confronted by a member of the public entering or auditing SCWA's compliance with this Policy or both shall contact OEM staff. The employee may inform the member of the public that OEM has been contacted and have no other words with the individual. OEM shall report to the incident and give a copy of this Policy to the member of the public and have no further interaction with the member of the public unless the member of the public poses a substantial risk to SCWA operations. In such event, local law enforcement shall be contacted.

## **IV. Implementation and Employee Training**

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

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

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

**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: Chairman and Board Members

From: Jeffrey Szabo, Chief Executive Officer

Date: June 25, 2021

RE: AMWA Executive Management Conference

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AMWA's Executive Management Conference (EMC) will take place in Denver, Colorado from October 3 – October 6 at the Browns Hotel.

This conference is a collaboration of water sector executives, and my attendance is important in order to stay current with the rest of the nation's water leaders.

On the agenda for this year's conference is:

- Workforce training and other organizational challenges
- Implementing cybersecurity: Guidance for CEOs and boards
- Diversity, equity, and inclusion
- Federal water policy developments on PFAS, lead, and infrastructure investment

As you may know, I have a long history of service to AMWA, including my current positions as the Chair of the Legislative Committee as well as the Secretary to the AMWA Board.

Please consider this for the July 29, 2021 Board Meeting.





# 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

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

\_\_\_\_\_  
Chief Human Resources Officer/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*