

AGENDA

REGULAR MEETING ON SEPTEMBER 30, 2021

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

PRESENTATION: High Level Overview of Projects & Achievements

By: Steve Galante

PUBLIC COMMENT

MINUTES FOR APPROVAL

1. Regular Meeting – August 26, 2021

CONTRACTS – EXTEND – ITEMS TO BE CONSIDERED ON CONSENT

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

- 2a. Contract 7653 – for the maintenance and emergency services of uninterruptible power supply systems and battery systems during the one-year period beginning December 1, 2021 - extend with DC Group.
- 2b. Contract 7683 – for fire extinguisher maintenance during the one-year period beginning June 1, 2021 – extend with Professional Fire Service Inc.
- 2c. Contract 7717 – for the sale and removal of scrap meters during the one-year period beginning October 1, 2021 – extend with Loni-Jo Metal Corp.

CONTRACTS – AWARD/REJECT

- 3a. Contract 7781 – for the furnishing and delivery of wide range couplings and flange adapters during the one-year period beginning October 1, 2021.
- 3b. Contract 7782 – for the furnishing and installation of Advanced Oxidation Process (AOP) Water Treatment System and a pre-engineered metal building extension at the Smith Street Pumping Station in East Farmingdale.
- 3c. Contract 7786 – for the valve box maintenance during the one-year period beginning November 1, 2021.
- 3d. Contract 7788 – for the furnishing and delivery of granular calcium hypochlorite during the one-year period beginning November 1, 2021.
- 3e. Contract 7789 – for the furnishing and delivery of automatic blowoff control panels during the one-year period beginning October 1, 2021.
- 3f. Contract 7790 – for the furnishing and delivery of sodium hypochlorite solution during the two-year period beginning November 1, 2021.

- 3g. Contract 7791 – for the installation of advanced oxidation process (AOP) treatment systems at the Flower Hill Well Field & Pump Station, Town of Huntington.
- 3h. Contract 7794 – for the furnishing and delivery of cement lined ductile iron pipe, flanged during the one-year period beginning November 1, 2021.

GENERAL

4. Special Services

- a) RFP 1541
Extend the agreement with Bond, Schoeneck & King, PLLC of Garden City, New York, to provide labor and employment counsel during the one-year period beginning November 1, 2021.
- b) RFP 1547
Extend the agreement with H2M Architects and Engineers for water tank inspection service for elevated and ground water storage tanks during the one-year period beginning November 1, 2021.
- c) Repair of Kings Park Road Standby Generator
Authorize the repair of the standby generator at the Kings Park Road Pump Station by Huntington Power at a cost of \$5,683.27.
- d) Mobile Workforce Management System Change Order #3
Approve the change order with Clevest, Inc. in the amount of \$53,419.00
- e) WaterISAC Membership
Authorize the memberships in WaterISAC for a one-year period for 2020 and 2021 in the amount of \$10,749.

5. Equipment

- a) Teledyne Tekmar Laboratory Purchase
Authorize the purchase of one Lumin Purge and Trap Concentrator (PTC) unit and one Aquatek LVA Autosampler for the Laboratory at a total cost of \$37,150.50.
- b) Octave Meter Purchase
Authorize the purchase of two 'octave' meters, one 6" and one 8" for the Customer Service department from Master Meter Inc. at a total cost of \$8,687.00.
- c) Steps for Existing Generator Enclosures
Authorize the purchase of twenty (20) steps approximately nineteen (19) inches tall to access generator enclosures from Sims Steel Corp. at an estimated cost of \$16,500.
- d) UV Lamps for AOP
Authorize the purchase of Forty (40) spare UV lamps used for AOP treatment systems from Trojan Technologies at a total cost of \$15,162.00
- e) Purchase of SCADA Radios
Authorize the purchase of Twenty-Five (25) outdoor radios and Twelve (12) indoor radios from Stuart C. Irby Company at a total cost of \$82,465.00.

6. Policies and Procedures

- a) Reservist Differential Pay Policy
Consider a reservist differential pay policy in accordance with the attached memo.

i) if approved, revise Policy 107

7. Trainings, Seminars and Conferences

- a) ETAP Training
Authorize the attendance of Dilara Yildiz, Assistant Electrical Engineer at Two 4-day online ETAP (Electrical Power System Analysis & Operations Software) seminars for an estimated cost of \$3,400.
- b) NEARC Conference
Authorize the attendance of Brad Feldman, GIS Sr. Analyst, Jim Touchet, GIS Manager, Thomas Withers, GIS Specialist, Dennis Moore, GIS Systems Analyst, and Rich Bova, Deputy Director of SI at the 2021 Northeast ARC (NEARC) Users Group Conference from October 17th to October 20th 2021 in New Haven, Connecticut at an estimated cost of \$1,650.
- c) AWWA/WEF Utility Management Conference 2022
Authorize the attendance of Donna Mancuso, Deputy CEO for Administration at the AWWA/WEF Utility Management Conference February 21-24 in Orlando, Florida at a total cost of \$2,500.

8. Personnel

- a) Flexible Spending Accounts
Renew the Authority's Flexible Spending Account (FSA) with Ameriflex of Mount Laurel, New Jersey, for a one-year period beginning January 1, 2022.
- b) Ameritas Dental Plan
Renew the Authority's employee dental plan with Ameritas Life Insurance Corp. of New York, New York for a one-year period beginning January 1, 2022.
- c) Davis Vision Plan
Renew the Authority's employee vision plan with Davis Vision of Plainview, New York for a four-year period beginning January 1, 2022.

9. Property

- a) Oak Beach Public Water Supply Improvement Agreement
Enter into an agreement with the Town of Babylon regarding Oak Beach Public Water Supply to serve approximately 56 homes.

INVOICES - To be paid from the Operating Fund:

10a. <u>Dvirka & Bartilucci</u>	\$58,391.00
10b. <u>O'Connor, O'Connor, Hintz & Deveney LLP</u>	3,904.39

NEXT MEETING – Scheduled for October 28, 2021, at 3:00 p.m. at Oakdale.

NEW BUSINESS & PUBLIC COMMENT

EXECUTIVE SESSION

REGULAR MEETING
SUFFOLK COUNTY WATER AUTHORITY
August 26, 2021
Hauppauge, New York

Present: Patrick Halpin, Chairman
Jane Devine, Secretary
Tim Bishop, Member
Jacqueline Gordon, Member

Excused Absence: Elizabeth Mercado, Member

Jeffrey W. Szabo, Chief Executive Officer

The meeting was also attended by Counsel T. Hopkins and by J. Milazzo and by Messrs. Bova, Cecchetto, Durk, Finello, Fuller, Huber, Kilcommons, Kleinman, Litka, McDowell, Moore, Motz, O'Connell, Reinfrank, Schneider, Swain, Torres, Wallach, Warner and by Mmes. Cadmus, Cameron, Cassagne, Cetta, Hannan, Mancuso, Newton-Smith, Palillo, Pfeuffer, Simson, Spaulding, Tinsley, Trombino, Trupia, Van Gelder and Vassallo.

B. Yatauro, President and R. Brooks, Vice-President of Local 393 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 3:05 p.m. the Chairman called the meeting to order.

The public was advised by Jackie Pfeuffer, I.T Technician, 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. Halpin then opened the meeting for public comment. Public comment was made by Barbara Yatauro, President of Local 393. Ms. Yatauro applauded the efforts of Local 393 throughout the pandemic to continually adapt and adjust as needed based on protocol and guidelines set forth by the Authority. Ms. Yatauro stated that with regard to Phase X and XI newly introduced, there have been far too many short-term changes and that the Authority should consider all available options and respect all individual beliefs. Megan Van Gelder, Accountant in

the Finance Department echoed Ms. Yatauro's sentiments.

Mr. Szabo then provided an update on the implementation of COVID Phase X. Mr. Szabo announced that the first two weeks of testing were now complete, without significant delays or impact to operations. Mr. Szabo reviewed the testing site schedule and elaborated on the procedures that ensure that all unvaccinated employees are tested.

Mr. Halpin presented the minutes of the regular meeting of July 19, 2021, for approval. On motion made by Ms. Devine, duly seconded by Mr. Bishop, and unanimously carried, the minutes of the regular meeting held on July 19, 2021, were approved.

Mr. Szabo then introduced an item previously considered in the Audit Committee Meeting, regarding the statements and reports prepared by KPMG LLP. On motion made by Ms. Devine, duly seconded by Mr. Bishop, and unanimously carried it was

(182-08-2021) RESOLVED, To approve the Audited Financial Statements for the year ending May 31, 2021, subject to KPMG's Final review of the GASB 68 Report, and the Statements be forwarded the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authorities Budget Office, and other applicable state and local agencies; and be it

FURTHER RESOLVED, To approve the Annual Investment Report including investment policy in draft including Audited Investment Statements for the year ending May 31, 2021, subject to KPMG's final review of the GASB 68 report, and that the Statements be forwarded to the Governor, Chairman of the Senate Finance Committee, Chairman of the Assembly Ways and Means Committee, the State Comptroller, the New York State Authorities Budget Office, and other applicable state and local agencies; and be it

FURTHER RESOLVED, To approve the Annual PARIS Report and that the Report be submitted electronically to the New York State Authorities Budget Office.

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. Devine, and unanimously carried, it was

(183-08-2021) RESOLVED, To extend for the one-year period beginning November 1, 2021, Contract 7647 for the furnishing of courier services with Deluxe Delivery Systems Inc, in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning April 1, 2022, Contract 7671 for the cleaning service at Authority buildings, in accordance with the specifications, terms and conditions of the contract.

RESOLVED, To extend for the one-year period beginning November 1, 2021, Contract 7700 for the delivery of bulk argon to the SCWA laboratory with General Welding Supply Corp, in accordance with the specifications, terms and conditions on the contract.

RESOLVED, To extend for the one-year period beginning October 1, 2021, Contract 7709 for the furnishing and delivery of butterfly valves and operator replacement parts with Raritan Valve & Automation, Inc., in accordance with the specifications, terms and conditions of the contract.

Mr. Szabo then reviewed Contracts 7772, 7774, 7775, 7777, 7778, 7783 and 7787.

Mr. Szabo recommended that these contracts be awarded/rejected in accordance with the letters of recommendation. On motion made by Ms. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(184-08-2021) RESOLVED, That the low bid received under Contract 7772 for the fuel tank sludge removal during the one-year period beginning September 1, 2021 submitted by AARCO Environmental Services 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 Fifty Thousand Eight Hundred Dollars (\$50,800), 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. Gordon, duly seconded by Mr. Bishop, and unanimously carried, it was

(185-08-2021) RESOLVED, That the low bid received under Contract 7774 for the construction of a 20" x 10" diameter well (No. 2A) at the Church Street well field in Huntington submitted by A.C. Schultes Inc. of Woodbury Heights, 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 Six Hundred Forty-Eight Thousand Four Hundred Fifty Dollars (\$648,450), 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 Mr. Bishop, duly seconded by Ms. Devine, and unanimously carried, it was

(186-08-2021) RESOLVED, That the single bid received under Contract 7775 for the furnishing and installation of team insert valves 4" to 12" during the one-year period beginning October 1, 2021 submitted by Carner Brothers of Roseland, 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 Twenty-Five Thousand Seven Hundred Dollars (\$125,700), 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

(187-08-2021) RESOLVED, To accept the withdrawal of bid by Steffen Drilling Under Contract 7777; and be it

FURTHER RESOLVED, That the low-responsive bid received under Contract 7777 for the construction of a 20" x 10" diameter well at Head of the Neck #6 in Bellport submitted by Peconic Well & Pump of Hampton Bays, 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-One Thousand Two Hundred Dollars (\$551,200), 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

(188-08-2021) RESOLVED, That the low bid received under Contract 7778 for the construction of a two-million-gallon wire wound pre-stressed concrete reservoir at the Town Line Road well field and pump station in Wainscott submitted by Preload LLC 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 Three Million Four Hundred Thirty-Nine Thousand Dollars (\$3,439,000), be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

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

(189-08-2021) RESOLVED, That the low bid received under Contract 7783 for the furnishing and delivery of hydrated lime to various pumping stations during the two-year period beginning October 1, 2021 submitted by Carmeuse Lime Inc. of Pittsburgh, Pennsylvania on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of One Million Thirty-Four Thousand Two Hundred Eighty Dollars (\$1,034,280), 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

(190-08-2021) RESOLVED, That the low bid received for Items 1 and 3 under Contract 7787 for the furnishing and delivery of thermoplastic and concrete meter vault tiles (one time purchase) submitted by Bingham & Taylor of Culpepper, Virginia on a unit-price basis as stipulated in the bidder's proposal and calculated on estimated quantities indicated in the contract documents, at an estimated total amount of Ninety-Five Thousand Six Hundred Forty-Nine Dollars (\$95,649), be and hereby is accepted; and be it

FURTHER RESOLVED, That the low bid received for Items 8-10 under Contract 7787 for the furnishing and delivery of thermoplastic and concrete meter vault tiles (one time purchase) submitted by Oldcastle Enclosure Solutions of Middle Island, 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 Thousand Two Hundred Fourteen Dollars (\$5,214), be and hereby is accepted; and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this contract on behalf of the Authority.

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

(191-08-2021) RESOLVED, To extend RFP 1523, agreement with Tyndale Co. Inc, of

Pipersville, Pennsylvania to provide work clothing/garments through an online electronic ordering system during the one-year period beginning September 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. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(192-08-2021) RESOLVED, To extend RFP 1524, agreement with Kubra Data Transfers Ltd. Of Piscataway, New Jersey to provide lock box services during the one-year period beginning October 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 Mr. Bishop, duly seconded by Ms. Gordon, and unanimously carried, it was

(193-08-2021) RESOLVED, To enter into an agreement with ITRON for maintenance and repair of meter reading system software (F.C.S. – Field Collection System) during the one-year period beginning January 1, 2022 at a total cost of Fifty-Two Thousand Nine Hundred Sixty-Four and 19/100 Dollars (\$52,964.19); 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. Devine, duly seconded by Mr. Bishop, and unanimously carried, it was

(194-08-2021) RESOLVED, To enter into an agreement with Victor Elefante Technical Services to provide a NYSDOH approved Grade IIB Water Treatment Operators course for twelve students at an estimated cost of Six Thousand Six Hundred Dollars (\$6,600.00); and that any Member and/or the Chief Executive Officer be and hereby is authorized to execute this agreement on behalf of the Authority.

Upon further explanation of details by Donna Mancuso, Deputy CEO for Administration and on motion made by Ms. Devine, duly seconded by Mr. Bishop, and unanimously carried, it was

(195-08-2021) RESOLVED, To revise the Policies and Procedures Policy 102 to request documentation for bereavement leave only in situations of suspected abuse, pending guidelines to be provided by Human Resources and Legal Department.

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

(196-08-2021) RESOLVED, To ratify the agreement with Northwell Healthcare Inc. in accordance with COVID-19 Phase X policy for the weekly testing of unvaccinated employees at an estimated weekly cost of Eleven Thousand Five Hundred Sixty-Eight and 96/100 Dollars (\$11,568.96); 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 Mr. Bishop, duly seconded by Ms. Gordon, and unanimously carried, it was

(197-08-2021) RESOLVED, To amend the agreement with Epi-Use Lab of Atlanta, Georgia to include an additional SAP Sandbox System (under Federal GSA # GS-35F-0119Y) at a monthly cost of Three Thousand Four Hundred Seventy-Five Dollars (\$3,475) and a one-time fee of Three Thousand Eight Hundred Fifty Dollars (\$3,850); 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 referred to a conference request. On motion made by Ms. Gordon, duly seconded by Mr. Bishop, and unanimously carried, it was

(198-08-2021) RESOLVED, To authorize the attendance of Chris Given, Deputy Director of CM (field) at the annual AWWA Tift Symposium in Syracuse, New York from September 22nd to September 23rd, at an approximate cost of One Thousand Two Hundred Dollars (\$1,200).

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

(199-08-2021) RESOLVED, That the following invoices be paid from the Operating Fund:

Dvirka & Bartilucci	27,098.00
Heslin, Rothenberg Farley & Mesiti	100.00
McCabe, Collins, McGeough, Fowler, Levine & Nogan, LLP	490.00
O'Connor, O'Connor, Hintz & Deveney LLP	1,215.00
Sobel Pevzner, LLC	7,850.50

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, September 30, 2021, beginning at 3:00 p.m at the Hauppauge Education Center.

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

At 4:15 p.m., on motion made by Ms. Devine, duly seconded by Ms. Gordon, and unanimously carried, it was

(200-08-2021) 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 5:15 p.m.

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

(201-08-2021) RESOLVED, To employ Mike Spadaro, of South Setauket, New York as Junior SAP Programmer in the Information Technology Department at an annual salary of Seventy-Three Thousand Dollars (\$73,000), effective upon successful completion of pre-employment physical and background check.

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

(202-08-2021) RESOLVED, To employ Timothy Jones, of East Patchogue, New York as Paving Inspector in the Construction Maintenance Department at an annual salary of Sixty-Two Thousand Five Hundred Dollars (\$62,500), effective upon successful completion of pre-employment physical and background check.

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

(203-08-2021) RESOLVED, To employ Andrew Rogerson, of Shirley, New York as Jr. Applications Developer in the Laboratory Department at an annual salary of Fifty-Seven Thousand Dollars (\$57,000), effective upon successful completion of pre-employment physical and background check.

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

(204-08-2021) RESOLVED, To adjust the salary of Claudia Bamonte, Call Center Supervisor to an annual salary of Seventy-Seven Thousand Five Hundred Dollars (\$77,500), effective immediately.

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

(205-08-2021) RESOLVED, To employ Matina Douzenis, of Nesconset, New York as Special SCWA History Project Intern at an annual salary of Fifty-Seven Thousand Dollars (\$57,000), effective upon successful completion of pre-employment physical and background check.

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

(206-08-2021) RESOLVED, To employ Kaitlin Eastwood of Lindenhurst, New York, and Sarah Golden of Roslyn, New York as Intern in the Communications Department at an hourly rate of Seventeen (\$17), effective upon successful completion of pre-employment physical and background check.

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

(207-08-2021) RESOLVED, To employ Daniel Franchi of Center Moriches, New York and Nicholas Anderson of Flanders, New York as part-time season prescribed Fire Crew Members at an hourly rate of Nineteen and 50/100 Dollars (\$19.50), effective upon successful completion of pre-employment physical and background check.

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

(208-08-2021) RESOLVED, To promote Michael McMahon from Senior Supervisor in Customer Service to Meters Shop Manager in Customer Service at an annual salary of One Hundred Five Thousand Dollars (\$105,000), effective immediately.

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

(209-08-2021) RESOLVED, To employ Thomas Rowan of East Hampton, New York as CM Field Supervisor in the Construction Maintenance department at an annual salary of Eighty-Four Thousand Dollars (\$84,000), effective upon successful completion of pre-employment physical and background check.

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

(210-08-2021) RESOLVED, To employ Shawn Muehlheuser as a part-time HR Business Partner through December 31, 2021 at an hourly rate of Fifty Dollars (\$50), effective upon successful completion of pre-employment physical and background check.

As there was no further business to be considered, on motion made by Mr. Bishop, duly seconded by Ms. Gordon, the meeting was adjourned at 5:16 p.m.

Jane Devine, Secretary

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 15, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of Contract No. 7653 – Maintenance & Emergency Service of Uninterruptible Power Supply Systems and Battery Systems – December 1, 2021 to November 30, 2022

Dc Group, by way of the attached email notification, 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 \$28,200.

As of June 1, 2021 (FY22), the Authority has paid \$31,530 under the subject contract.

DC Group holds no other current contracts. In FY21, they were paid \$20,851.

Contractor's performance on this contract has been satisfactory.

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

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering



Attachments: memo & tabulation

Torres, Marlon

From: Geoffrey Dopkins <geoffrey.dopkins@DC-Group.com>
Sent: Wednesday, September 08, 2021 12:05 PM
To: Congiusta, Catherine
Cc: Torres, Marlon
Subject: RE: Contract No. 7653 - Maintenance and Emergency Service of Uninterruptible Power Supply Systems and Battery Systems - 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.

Good morning,
DC Group agrees to offer the same pricing for an additional year to extend the current agreement for another year.

Thank you,
Geoff Dopkins, DC Group
612.235.3130

From: Congiusta, Catherine <Catherine.Congiusta@SCWA.com>
Sent: Tuesday, September 7, 2021 9:09 AM
To: Geoffrey Dopkins <geoffrey.dopkins@DC-Group.com>
Cc: Torres, Marlon <Marlon.Torres@SCWA.com>
Subject: RE: Contract No. 7653 - Maintenance and Emergency Service of Uninterruptible Power Supply Systems and Battery Systems - Letter to Extend

CAUTION: This email originated from outside of DC Group. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

Good Morning,
Yes, that was an error. The corrected extension letter is attached, please disregard the one sent September 2, 2021.

The above subject contract is due to expire November 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, if you intent/or not extend this agreement.

Thank you,
Catherine Congiusta
Purchasing Department
Phone: 631-218-1183
Fax: 631-589-5268

From: Geoffrey Dopkins <geoffrey.dopkins@DC-Group.com>
Sent: Tuesday, September 7, 2021 8:51 AM
To: Congiusta, Catherine <Catherine.Congiusta@SCWA.com>
Cc: Torres, Marlon <Marlon.Torres@SCWA.com>
Subject: RE: Contract No. 7653 - Maintenance and Emergency Service of Uninterruptible Power Supply Systems and Battery Systems - 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.

Hello,

Please advise....the letter states "this contract may be extended for one(1) additional year, however, the extension term dates list December 1, 2021 – November 30, 2023"

Does this need to be adjusted? We're most likely fine with either 1 or 2 years, but our contracts team requests clarification.

Thank you,
Geoff Dopkins, DC Group
612.235.3130

From: Congiusta, Catherine <Catherine.Congiusta@SCWA.com>

Sent: Thursday, September 2, 2021 3:02 PM

To: Geoffrey Dopkins <geoffrey.dopkins@DC-Group.com>

Cc: Torres, Marlon <Marlon.Torres@SCWA.com>

Subject: Contract No. 7653 - Maintenance and Emergency Service of Uninterruptible Power Supply Systems and Battery Systems - Letter to Extend

CAUTION: This email originated from outside of DC Group. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

The above subject contract is due to expire November 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, 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: September 15, 1021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of Contract No. 7683 – Fire Extinguisher Maintenance
June 1, 2021 to May 31, 2022

Professional Fire Service Inc., by way of the attached letter, has agreed to extend to subject contract for a second year, representing the first of three (3) possible one-year extensions.

Original contract award, April 2020, was in the total estimated amount of \$14,211.

As of June 1, 2021 (FY22), approximately \$1,420 has been paid under the subject contract.

Professional Fire Service, Inc., holds no additional current contracts. In fiscal year ending May 31, 2021 (FY21), they were paid \$5,473.

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



Attachments: memo & tabulation

Torres, Marlon

From: Thomas Calder <profire93@yahoo.com>
Sent: Wednesday, September 08, 2021 12:48 PM
To: Costa, Juanita
Cc: Torres, Marlon
Subject: Re: Contract No. 7683 - Fire Extinguisher Maintenance - Extension Letter

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,

Yes we appreciate the opportunity to extend the contract and will extend-

Thank you

Regards

Thomas C
Professional Fire

[Sent from Yahoo Mail for iPhone](#)

On Wednesday, September 8, 2021, 12:46 PM, Costa, Juanita <Juanita.Costa@SCWA.com> wrote:

The above subject contract expired June 1, 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, if you intend/or not extend this agreement.

Thank you.

Juanita Costa



Purchasing Department

Suffolk County Water Authority

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

DATE: September 17, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of Contract No. 7717 – Sale & Removal of Scrap Meters
October 1, 2021 to September 30, 2022

Loni-Jo Metal Corp., by way of the attached email notification, has agreed to extend the subject contract for a second year representing the first of two (2) one (1) year extensions.

Loni-Jo Metal Corp., has performed as required and continues to offer pricing in-line with current market trends.

Specification require the contractor to leave a 15-yard lockable container at the Authority's Hauppauge location. Changed-out meters are placed in the container and the contractor is contacted when pick-up is required.

To date, the Authority has received payments of \$21,093 for scrap.

Loni-Jo Metal Corp., holds no other contracts with the Authority, 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. Tinsley, Deputy CEO Customer Service /

L. Anderson, Workforce Technology Manager /

Attachments: 1 Memo, 1 Tabulation

LONI-JO METAL CORP.

DEALERS IN
SCRAP IRON & METALS

70 KINKEL STREET WESTBURY, N.Y. 11590



(516) 333-2130

9/14/21

This is notice that we would like to
extend Contract # 7717 for the purchase of scrap
water meters for as long as possible.

Thank You.

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 14, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7781 – Furnish & Deliver Wide Range Couplings and Flange Adapters
October 1, 2021 to September 30, 2022

Opened: July 28, 2021 Published: July 7, 2021

No. of Bids Received: 3 Documents Sent: 13

Low Bidder: **Mueller Co.**
Bid Amount: **\$48,238.07**

Recommendation: Award to Low Bidder

Comments: The Authority sent out notices to thirteen (13) prospective bidders, as a result three (3) bids were received. Bids ranged from \$48,238.07 to \$65,048.69. The products proposed by Mueller Co., the manufacturer, conform to the specifications as noted in the Bid document.

Unit bid price comparison to the previous contract (#7539, expires September 2021; estimated value: \$22,644) reflects an approximate 1.8% increase for line items 3 thru 10 and 3.5% decrease for items 1 thru 3, refer to cost comparison document.

The Construction Maintenance Department has reviewed the Bids received and recommends the award to Mueller Co.

Mueller Co., currently holds three (3) additional contracts (#7769[Parial] – Furnishing & Delivery of “No Lead” Meter Settings, expires August 31, 2023, amount: \$245,810; #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.

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

TABULATION OF BIDS
 CONTRACT NO. 7781

Furnish & Deliver Wide Range Couplings and Flanged Adapters

Bid Opening, 07/28/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005686 100002 MUELLER COMPANY 500 WEST ELDORADO DECATUR IL 62522 BID BOND	6000005687 100297 SMITH-BLAIR INC 30 GLOBE AVE TEXARKANA AR 71854 BID BOND	6000005688 100210 T MINA SUPPLY INC 17 EXPRESSWAY DRIVE NORTH MEDFORD NY 11763 Cashiers Check \$500.00
Total Quot.		Total Val.: Rank:	1 48,238.07	2 51,114.40	3 65,048.69

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 07/28/2021
 for Furnish & Deliver Wide Range Couplings and Flanged Adapters, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

Contract #7781				7539 Previous			Mueller				
Item No.	SCWA No.	Description	Est. Bid Qty.	Qty	Unit	Qty Inc/Dec	Unit Bid Price	Total Amount	7781 Unit Price X 7539 Qty	Diff A/B	% Change
1	18214	Coupling, 2", Wide Range, Two-Bolt, 2.10"-3.03"	30	30	\$ 78.49	SAME	\$ 83.09	\$ 2,492.70	\$ 2,492.70	\$ 138.00	5.9%
2	18228	Coupling, 3", Wide Range, Two-Bolt, 3.46"-4.33"	5	5	\$ 103.54	SAME	\$ 109.60	\$ 548.00	\$ 548.00	\$ 30.30	5.9%
3	17389	Coupling, 4", Wide Range, Two-Bolt, 4.25" - 5.83"	25	4	\$ 129.93	INCR	\$ 140.44	\$ 3,511.00	\$ 561.76	\$ 42.04	8.1%
4	17440	Coupling, 6", Wide Range, Two-Bolt, 6.42" - 7.68"	140	70	\$ 171.55	INCR	\$ 186.00	\$ 26,040.00	\$ 13,020.00	\$ 1,011.50	8.4%
5	17441	Coupling, 8", Wide Range, Two-Bolt, 8.54" - 9.84"	40	30	\$ 194.28	INCR	\$ 210.00	\$ 8,400.00	\$ 6,300.00	\$ 471.60	8.1%
6	17442	Coupling, 10", Over-Size, Wide Range, Two-Bolt, 10.64" - 12.20"	10	4	\$ 269.01	INCR	\$ 285.64	\$ 2,856.40	\$ 1,142.56	\$ 66.52	6.2%
7	17443	Coupling, 12", Over-Size, Wide Range, Two-Bolt, 12.82" - 14.40"	4	4	\$ 359.50	SAME	\$ 381.47	\$ 1,525.88	\$ 1,525.88	\$ 87.88	6.1%
8	17760	Coupling, Flanged Adapter, 4"	6	6	\$ 172.99	SAME	159.84	\$ 959.04	\$ 959.04	\$ (78.90)	-7.6%
9	17761	Coupling, Flanged Adapter, 6"	2	2	\$ 218.93	SAME	\$ 202.29	\$ 404.58	\$ 404.58	\$ (33.28)	-7.6%
10	17762	Coupling, Flanged Adapter, 8"	1	1	\$ 298.47	SAME	\$ 275.79	\$ 275.79	\$ 275.79	\$ (22.68)	-7.6%
11	17879	Coupling, Reducing, 2"x3", 2.10"-4.33"	4	4	\$ 212.75	SAME	\$ 138.42	\$ 553.68	\$ 553.68	\$ (297.32)	-34.9%
12	17709	Coupling, Reducing, 3"x4", 3.46"-5.83"	4	4	\$ 249.99	SAME	167.75	\$ 671.00	\$ 671.00	\$ (328.96)	-32.9%
								\$ 48,238.07			

Synopsis

Mueller was the lowest acceptable bidder for this contract with all items.

Items 3 through 10 were from previous contract 7539 and overall have an average increase of approximately 1.8% from the previous contract prices.

Items 1, 2, 11 & 12 were bought through the previous contract's multiplier and has an average decrease of approximately 14.0%.

Overall, all items have an average decrease of 3.5% compared to previous contracts numbers.

CONTRACT NO. 7781
Furnish and Deliver Wide Range Couplings and Flanged Adapters
Bid Date: July 28, 2021

Documents sent to:		
Babylon Plumbing	99 John Street	Babylon, NY 11702 babylonplb@hotmail.com
Blackman Plumbing Supply	2700 Route 112	Medford, NY 11736 kregan@blackman.com mfair@blackman.com
C & A Morrow		chad.morrow@cmapipe.com pvmorrow@aol.com
Central Islip Plumbing Supply	62 W Suffolk Ave	Central Islip, NY 11722 jim@ciplumbingsupply.com
Edsal Machine Products, Inc	126-56 Street	Brooklyn, NY 11220-2575 peterstsevdos@aol.com
Exeter Supply Co Inc	117 Prospect St	info@exetersupply.com Reading, PA 19606
E.J. Prescott	198 Ushers Road	Round Lake, NY 12151 Attn: Kirk Aikens kirk.aikens@ejprescott.com
T. Mina Supply	44-41 Douglaston Parkway	Douglaston, NY 11363 michelle.olsen@tmina.com michael.voyias@tmina.com colleenr@tmina.com
Smith Blair Inc	30 Globe Ave	Texarkana, AR 71854 Scott Irwin Scott.Irwin@smith-blair.com
USA Bluebook	PO Box 9004	Gurnee, IL 60031 quotes@usabluebook.com gjoyce@usabluebook.com
J. G. Pollard Co., Inc.	200 Atlantic Ave.	New Hyde Park, NY 11040 mikeb@pollardwater.com sheinz@pollardwater.com thomast@pollardwater.com
Blair Supply	785 Beahan Road	Rochester, NY 14624 Robert Gepford, Eastern NY (412) 742-8232 rcg@blairsupplyusa.com sales@blairsupplyusa.com
Mayer Malbin	41-01 36th Avenue	Long Island City, NY 11101 Ray@mayermalbin.com office@mayermalbin.com

PRESENT AT BID OPENING:
Marlon Torres, Director of Purchasing
Catherine Congiusta, Clerk



EXHIBIT D

CONTACT INFO -
CONTRACT NO. 7781

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:	<i>Kim Lillpop</i>
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)	N/A
Date:	July 26, 2021

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 27, 2021
TO: Marlon Torres, Purchasing Director
FROM: Timothy J. Kilcommons, P.E., Chief Engineer/Director of R&D
SUBJECT: Contract No. 7782
Furnish and Install an Advanced Oxidation Process (AOP)
Water Treatment System and A Pre-Engineered Metal Building
Extension at the Smith Street Pumping Station, East Farmingdale, NY



Recommendation:

Low Bidder: Bensin Contracting, Inc.
652 Union Ave.
Holtsville, NY 11742

Total Estimated Amount: \$1,593,000.00

Award To: Low bidder as indicated.

Comments:

This Contract consists of the installation of a complete AOP System and construction of a Pre-Engineered building addition to house the AOP System. The work also includes a hydrogen peroxide bulk storage tank and pump system, all required interconnecting piping, all electrical work, control panels, analyzers and start-up. Three (3) bids were received ranging from \$1,593,000 to \$1,997,000.

Bensin Contracting Inc. (Bensin) has previously worked for the Authority and has successfully completed numerous Projects for the Authority over the past 20 plus years including the delivery and installation of at least 11 Iron Removal Treatment Systems, the Mechanical work for the South Spur Nitrate Removal Treatment System and most recently Roofing and Carpentry Contract No. 7676A.

We believe Bensin is well suited to complete the required work on this project and therefore, we recommend Contract No. 7782 be awarded to Bensin Contracting, Inc.

TJK:tcf/attachments

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

TABULATION OF BIDS
CONTRACT NO. 7782

Furnish & Install an AOP Treatment Sys. & Metall Bldg. at Smith St. Pump Station
Bid Opening, 09/15/2021

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005720 102907 BEHSIH CONTRACTING INC PO BOX 388 HOLTSVILLE NY 11742 Bid Bond 7782 Smith St. AOP System & Metall Bldg	10 107471 FORTUNATO SONS CONTRACTING, INC. 630 JOHNSON AVENUE BOHEMIA NY 11716 Bid Bond 7782 Smith St. AOP System & Metall Bldg	6000005722 106790 EAST END MATERIALS DBA EAST END GROUP 31 OLD DOCK ROAD YAPHANK NY 11980 Bid Bond 7782 Smith St. AOP System & Metall Bldg
10	Total Val.:	1,593,000.00	1,770,000.00	1,997,000.00
AOP System & Pre-Engineered Metall Bldg	Unit Price:	1,593,000.00	1,770,000.00	1,997,000.00
1 EA	Rank:	1	2	3
Total Services	Val.:	1,593,000.00	1,770,000.00	1,997,000.00
	Rank:	1	2	3

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/15/2021
for 7782 Smith St. AOP System & Metall Bldg., 11:00 AM, prevailing time, Oaktale, New York

Harlon Torres, Purchasing Director

Documents To:

Bensin Contracting, Inc.
Calgon Carbon UV Technologies
Eagle Control Corp.
East End Materials, Inc. d/b/a East End Group
Enviro Trac
Fortunato Sons Contracting, Inc.
G.A. Fleet Associates, Inc.
Layne Christensen Co.
Philip Ross Industries, Inc.
PSI Process & Equipment Pumping Services, Inc.
RJ Industries, Inc.
TC Tec LLC
Trojan UV
Troup Environmental Alternatives LLC
Xylem / Wedeco
Bid Reporter
Construction Information System

Represented at Opening of Bids by:

M. Torres, SCWA
C. Congiusta, SCWA
L. Hohenberger, SCWA
T. Kilcommons, SCWA
S. Meyerdierks, SCWA

Addresses:

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

Calgon Carbon UV Technologies
Hyde Marine
3000 GSK Drive
Moon Township, PA 15108
Attn: Kate McFarland
412-787-6808
412-419-4341 - Cell
Kate.McFarland@kuraray.com

Eagle Control Corp.
23 Old Dock Road
Yaphank, NY 11980
Attn: Stacie Pominski
spominski@eaglecontrol.com

East End Materials, Inc. d/b/a
East End Group
31 Old Dock Road
Yaphank, NY 11980
Attn: James Funfgeld
631-849-6464
631-849-6463 – FX
631-849-6464 – Cell
Estimating@eastendgroup.net

Enviro Trac
Attn: Ted Masters
5 Old Dock Road
Yaphank, NY 11980
tedm@envirotrac.com

Fortunato Sons Contracting, Inc.
630 Johnson Avenue
Bohemia, NY 11716
Attn: Bernard Fortunato, Jr.
631-567-7200
631-567-7201 - FX
631-252-7419 – Cell
Bfjr@fortunatosons.com

G.A. Fleet Associates, Inc.
55 Calvert Street
Harrison, NY 10528
Attn: Cinar Akman
cakman@gafleet.com

Layne Christensen Co.
1126 Lincoln Avenue
Holbrook, NY 11741-2260
Attn: Donald Ranft
631-218-0749
donald.ranft@gcinc.com

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

RJ Industries
P.O. Box 349
75 East Bethpage Rd
Plainview, NY 11803
Attn: Anthony Dellaratta
516-845-9772
adellaratta@rjii.net
Evie DellaRatta
edellaratta@rjii.net

PSI Process & Equipment
Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
David J. Silverman, P.E.
david.silverman@psiprocess.com

TC Tec LLC
3 Teton Circle
Wayne, NJ 07470
Attn: Tom Carmody
thomas.carmody@tctechllc.com

Trojan UV
3020 Gore Road
London, ON Canada N5V 4T7
Attn: Terry Keep
tkeep@trojantechnologies.com

Troup Environmental Alternatives LLC
79 West 12th Street
Suite 15D
New York, NY 10011
Attn: Kent Troup
KTroup@TroupEnviro.com

Xylem / Wedeco
4828 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217
Attn: Julia Beilsmith
Regional Sales Manager
704-409-9761
julia.beilsmith@xylem.com

Bid Reporter
P.O. Box 250
Yonkers, NY 10710
kimkmg724@aol.com

Construction Information Systems
170 Kinnelon Road
Kinnelon, NJ 07405
cis@cisleads.com

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 15, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7786 – Valve Box Maintenance
November 1, 2021 to October 31, 2022

Opened: August 16, 2021 **Published:** July 20, 2021
No. of Bids Received: 1 **Documents Sent:** 6

Low Bidder: Roadwork Construction Corp.
Bid Amount: \$570,108

Recommendation: Award to Single Bidder

Comments: Roadwork Construction Corp., currently holds contract#7545 (Valve Box Maintenance, expires October 31, 2021, amount: \$518,280). Unit price comparison against contract# 7545 reflects a 10% increase, refer to attached bid analysis. Overall aggregate total bid amount has only increased slightly. The proposed increase is reasonable considering it has been three years since a new bid was issued. the increase in cost is reflective of increase in labor, material and insurance.

Roadwork Construction Corp., currently holds one (1) additional contract (#7734 – General Construction of Water Mains, Large Services and Appurtenances, Group I [South Shore and Eastern Suffolk], expires January 31, 2022, amount: \$8,684,196). In fiscal year ending 5/31/21 (FY21), they were paid \$9,337,929 under contract# 7575 (General Construction of Water Mains, Large Services and Appurtenances – Group I [South Shore and Eastern Suffolk]).

Contractor's performance on the above referenced contract is 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 #7786				7545 Previous			Roadwork				
Item No.	SCWA No.	Description	Est. Bid Qty.	Qty	Unit	Qty Inc/Dec	Unit Bid Price	Total Amount	7786 Unit Price X 7545 Qty	Diff A/B	% Change
1	3001581	Locate and Check if Keyable (Price must be from 13% to 18% of Item# 3 Bid)	3500	3500	\$ 50.40	SAME	\$ 55.44	\$ 194,040.00	\$ 194,040.00	\$ 17,640.00	10.0%
2	3001582	Raise Slider Type Valve Box to Grade (Price must be from 35% to 50% of Item# 3 Bid)	50	50	\$ 98.00	SAME	\$ 107.80	\$ 5,390.00	\$ 5,390.00	\$ 490.00	10.0%
3	3001583	Convert Valve Box to Slider Type and Raise to Grade	1200	1200	\$ 280.00	SAME	\$ 308.00	\$ 369,600.00	\$ 369,600.00	\$ 33,600.00	10.0%
4	3001584	Break out pavement around existing box at grade (Price must be from 35% to 50% of Item# 3 Bid)	10	10	\$ 98.00	SAME	107.8	\$ 1,078.00	\$ 1,078.00	\$ 98.00	10.0%
								\$ 570,108.00			

Synopsis

Roadwork was the lowest & only bidder for this contract. All item prices increased by 10% compared to last contract.

TABULATION OF BIDS
 CONTRACT NO. 7786

Valve Box Maintenance at Various Locations

Bid Opening, 08/16/2021

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005697 10 101622 ROADWORK CONSTRUCTION CORP PO BOX 398 CALVERTON NY 11933 Bid Bond Valve Box Maintenance
10 3001581 1-Locate and key 3,500 EA	Total Val.: Unit Price: Rank:	194,040.00 55.44 1
20 3001582 2-Raise slider type valve box 50 EA	Total Val.: Unit Price: Rank:	5,390.00 107.80 1
30 3001583 3-Covert to slider type valve box 1,200 EA	Total Val.: Unit Price: Rank:	369,600.00 308.00 1
40 3001584 4-Break out asphalt around box 10 EA	Total Val.: Unit Price: Rank:	1,078.00 107.80 1
Total Services	Val.: Rank:	570,108.00 570,108.00 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,
 08/16/2021
 for Valve Box Maintenance, 11:00 AM, prevailing time, Oakdale, New York

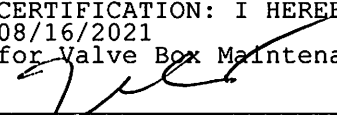

 Marlon Torres, Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. 7786

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
STEPHEN GRIMES PRESIDENT	66 PIPING ROCK RD. LOCUST VALLEY, NY 11560

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

Contractor:	ROADWORK CONSTRUCTION CORP
Signature:	<i>[Handwritten Signature]</i>
Name:	STEPHEN GRIMES, PRESIDENT

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	ROADWORK CONSTRUCTION CORP
Business Address of Contractor:	P.O. BOX 398 CALVERTON, NY 11933
Contact Person for Contract Follow-Up:	STEPHEN GRIMES
Business Contact Telephone:	631-723-0779
Cell Number:	631-745-4458
E-Mail Address:	ROADWORK@OPTONLINE.NET
Fax Number:	631-594-2203
Federal Employee Identification Number:	20-8762990
Suffolk County Department of Consumer Affairs License Number (If Applicable)	RP-43835
Date:	7/21/21

This page must be fully completed

**Contract No. 7786
Valve Box Maintenance
Bid Opening: August 16, 2021**

Contract Documents Sent To:

Asplundh Construction Corp	93 Sills Rd	Yaphank, NY 11980 jmcnulty@asplundh.com
Bancker Construction Corp.	218 Blydenburgh Rd.	Islandia, NY 11722 mbeyer@bancker.com
Elmore Associates Construction Co.	2965 Horseblock Rd.	Medford, NY 11763 Elmore58@outlook.com
LLL Industries	19B Stiriz Rd.	Brookhaven, NY 11719 llindustriesinc.com lydel50@aol.com
Premier Utility Services LLC	100 Marcus Boulevard, Suite 3	Hauppauge, NY 11788 mmakely@premiersvc.com
Roadwork Construction Corp.	16 Starboard Road	Hampton Bays, NY 11946 roadwork@optonline.net

Sent Notices To:

Alessio Pipe & Construction	102 Fairground Avenue	Huntington Station, NY 11746 jeff@alessiopipe.com
CAC – Contracting Corp.	P.O. Box 48 – 13105 Main Rd.	Mattituck, NY 11952 cac@caccontracting.com
Collins Construction	615 Furrows Rd.	Holtsville, NY 11763
Environmental Assessment & Remediations	225 Atlantic Avenue	Patchogue, NY 11792 Attn: John Hofmann
Excav Services Inc.	PO Box 409	Wading River, NY 11792 Attn: Robert Governale
KPK Enterprises, Inc.	321 Sherbrooke Road	Lindenhurst, NY 11757 Attn: G. Psareas
Maga Construction Services Inc.	240 E Montauk Hwy	Hampton Bays, NY 11946
Merrick Utility Associates	91 Marine Street	Farmingdale, NY 11735 merrickutility@optonline.net
Pat Noto, Inc.	30 Wisconsin Ct.	Bay Shore, NY 11706 fdpni@aol.com
Joseph G. Pollard	200 Atlantic Avenue	New Hyde Park, NY 11040
Olympic Quality Painting, Inc.	82 Elwood Rd	Northport, NY 11768-3459
QG Mechanical Service	P.O. Box 643	Center Moriches, NY 11934
Rosemar Construction, Inc.	56 Pine St.	E. Moriches, NY 11940 jbellotti@rosemar.com
Severn Trent Environmental Services Inc	100 Morris Avenue, Unit 3	Glen Cove, NY 11542
TRS Construction Inc.	15 East Bartlett Rd	Middle Island, NY 11953 trs234@yahoo.com
Valvetek Utility Services Inc	796 East 140 th Street	Bronx, NY 10454
Valvetek Utility Services Inc.	16 Interhaven Ave	N. Plainfield, NJ 07060-3640
Wachs Utility Services	600 Knightsbridge Parkway	Lincolnshire, IL 60069
Roy Wanser, Inc. RETIRED	265 McCormick Dr.	Bohemia, NY 11768 roywanserinc@yahoo.com
Bid Reporter	PO Box 250	Yonkers, NY 10710
Construction Information Systems	170 Kinnelon Rd Suite 1	Kinnelon, NJ 07405

McGraw Hill Construction Dodge	47 Arlene Street	Farmingville, NY 11738
Reed Construction Data	30 Technology Pkwy, South, Suite 500	Norcross, GA 30092-2912

Present At Bid Opening:

Deena Lopresti, Procurement Agent I

Catherine Congiusta, Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 15, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7788 – Furnishing & Delivery of Granular Calcium Hypochlorite
November 1, 2021 to October 31, 2022

Opened:	<u>August 17, 2021</u>	Published:	<u>July 23, 2021</u>
No. of Bids received:	<u>2</u>	Documents Sent:	<u>8</u>

Low Bidder: Pollardwater
Bid Amount: \$2,430

Recommendation: Award to Low Bidder

Comments: Bid documents were sent to eight (8) prospective bidders; as a result, the Authority received two bids; ranged from \$2,430 to \$3,940. This contract in the past has resulted in a limited response due to the low usage of product and the volatility of the market.

Unit bid price comparison to the current contract (#7542 – held by Eagle, awarded September 2018, amount: \$3,280, unit cost: \$3.28, expires October 2021), reflects an approximate 26% decrease (-\$0.85) in overall unit cost based on the new proposed rate of \$2.43.

Pollardwater currently holds six (6) additional contracts (#7763[Partial] – Furnishing & Delivery of pH Measuring Equipment & Pressure Transmitters, expires June 2022, amount: \$21,540; #7694[Partial] – Furnish & Deliver Underground Locating Devices, expires June 2022, amount: \$14,500; #7692 – Repair of Underground Locating Devices, expires June 2022, amount: \$19,850; #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; #7714[Partial] – Furnishing & Delivery of Plumbing Valves, Fittings, Pipe & Associated Supplies, expires September 2022, amount: \$1,357). In fiscal year ending 5/31/21 (FY21) they were paid \$275,328.

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

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

Contract #7788				7542 Previous			Pollardwater				
Item No.	SCWA No.	Description	Est. Bid Qty.	Qty	Unit	Qty Inc/Dec	Unit Bid Price	Total Amount	7788 Unit Price X 7542 Qty	Diff A/B	% Change
1	15557	Granular Calcium Hypochlorite	1000	1000	\$ 3.28	SAME	\$ 2.43	\$ 2,430.00	\$ 2,430.00	\$ (850.00)	-25.9%
								\$ 2,430.00			

Synopsis

Pollardwater was the lowest bidder for this contract. Prices have decreased approximately 25% compared to the last contract.

TABULATION OF BIDS
 CONTRACT NO. 7788

Furnish & Deliver Granular Calcium Hypochlorite

Bid Opening, 08/17/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005698 106508 POLLARDWATER 200 ATLANTIC AVE NEW HYDE PARK NY 11040 Bid Bond	6000005699 100039 EAGLE CONTROL CORP 23 OLD DOCK RD YAPHANK NY 11980 Cashiers Check \$200.00
00010 15557 CALCIUM HYPOCHLORITE, 5LB, MTH 1,000 EA		Total Val.: Unit Price: Rank:	2,430.00 2.43 1	3,940.00 3.94 2
Total Quot.		Total Val.: Rank:	2,430.00 1	3,940.00 2

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/17/2021
 for Furnish & Deliver Granular Calcium Hypochlorite, 11:00 AM, prevailing time, Oakdale, New York

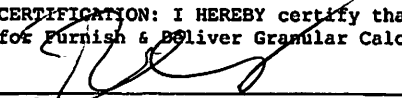
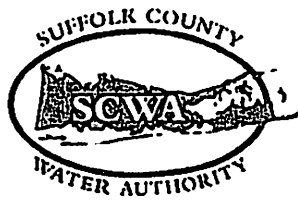

 Marlon Torres, Purchasing Director

EXHIBIT D



CONTACT INFO
CONTRACT NO. 7788

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
Alexandria Jackson / Quotations Specialist	709 City Center Blvd., Suite A101 Newport News, VA 23606
Ryan Bugh / General Manager	709 City Center Blvd., Suite A101 Newport News, VA 23606
Christina Haas / Sales Representative	709 City Center Blvd., Suite A101 Newport News, VA 23606

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

Contractor:	Pollardwater
Signature:	
Name:	Alexandria Jackson

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE
 MINORITY OWNED BUSINESS
 WOMAN OWNED BUSINESS

Business Name:	Pollardwater
Business Address of Contractor:	709 City Center Blvd., Suite A101, Newport News, VA 23606
Contact Person for Contract Follow-Up:	Alexandria Jackson
Business Contact Telephone:	800-437-1146
Cell Number:	
E-Mail Address:	bid@pollardwater.com
Fax Number:	516-746-0852
Federal Employee Identification Number:	54-1211771
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	8-12-2021

This page must be fully completed

Contract No. 7788
Furnishing & Delivery of Granular Calcium Hypochlorite
Bid Opening: August 17, 2021

CONTRACT DOCUMENTS SENT TO:

Blackman Plumbing Supply Corp.	900 Sylvan Ave	Bayport, NY 11705 kreagan@blackman.com mfair@blackman.com
Chemrite, Inc	5202 Belle Wood Ct., Suite 104	Buford, Georgia 30518 anne@chemrite.com ; aaron@chemrite.com
Eagle Control Corp.	23 Old Dock Rd.	Yaphank, NY 11980 spominski@eaglecontrol.com chuck@eaglecontrol.com
JCI Jones Chemicals, Inc.	1765 Ringling Blvd	Sarasota, FL 34236 smann@jcichem.com ; summer@jcichem.com
Kuehne Chemical Co.	86 North Hackensack Ave	South Kearny, NJ 07032-4675 bids@kuehnecompany.com
J. G. Pollard Co., Inc.	200 Atlantic Ave.	New Hyde Park, NY 11040 sheinz@pollardwater.com ; steveh@pollardwater.com alexj@pollardwater.com
USA Blue Book	P.O. Box 9004	Gurnee, IL 60031-9004 quotes@usabluebook.com gjoyce@usabluebook.com
Pollard Water	709 City Center Blvd, Suite A101	Newport News, VA 23606 alexj@pollardwater.com

NOTICE TO BIDDERS SENT TO:

Agway, Inc. Attn: Ken Pape	PO Box 488	Pt Jeff Sta., NY 11776
Agway, Inc.	1122 Osborne Ave.	Riverhead, NY 11901
Autochem Corp	1764 County Road 39	Southampton, NY 11968
Fresh Start Technology	22 Magnet St.	Stony Brook, NY 11790
General Chemical Perf. Products	90 East Halsey Road	Parsippany, NJ 07054-0395
George S. Coyne Chem Co Inc.	3015 State Rd.	Croydon, PA 19012
G.P. Jager & Associates Inc.	PO Box 417	Butler, NJ 07405
Integrity Pools Mgmt	55 Crosby St	Sayville, NY 11782 - Attn: Phil
J. Novelli Contracting Corp	9 Corbin Avenue	Bay Shore, NY 11706-1003
Bid Reporter	PO Box 250	Yonkers, NY 10710
Construction Information Systems	170 Kinnelon Rd Suite 1	Kinnelon, NJ 07405
CDC Publishing LLC	19 North St	Morrisville, NY 13408
McGraw Hill Construction Dodge	47 Arlene Street	Farmingville, NY 11738
Reed Construction Data	30 Technology Pkwy, So., Suite 500	Norcross, GA 30092-2912

Present at bid opening:

Marlon Torres, Director of Purchasing
Catherine Congiusta, Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 15, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7789 –Furnish & Deliver Automatic Blowoff Control Panels
October 1, 2021 to September 30, 2022

Opened: August 20, 2021 **Published:** August 2, 2021

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

Low Bidder: Wisecom Technologies Inc.
Amount: \$4,992.15

Low Responsive Bidder: Eagle Control Corp.
\$61,845.00

Recommendation: Award to Low Responsive Bidder

Comments: A total of three (3) bids were received; ranged from \$4,992.15 to \$65,445.00

The low bidder, Wisecom Technologies Inc., submitted the lowest bid (\$4,992.15). Low bidder did not submit a bank/certified check or bid bond as required, in addition the bidder's pricing only included the material cost for the enclosure and subpanel, no components or wiring. As noted in the Invitation to Bid document the requirement is that the bid item is for a complete panel with all components and wired in accordance with specifications.

Based on the above, the bid submitted by Wisecom Technologies Inc., is determined "Non-Responsive" and rejected. We seek the Board's approval to award this contract to Eagle Control Corp., who submitted a responsive bid in accordance with the specifications.

The unit bid price comparison to previous contract (#7628, awarded June 2019, Lexington Technologies Inc.) reflects a 0.7% decrease.

The Engineering Department has reviewed the bid and recommends the award of this contract Eagle Control Corp.

Eagle Control has previously provided these types of products to the Authority in a satisfactory manner.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering

✓
✓
✓
✓

Attachments: 1 memo, 1 tabulation & List of Bidder's

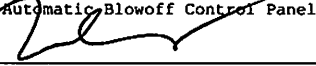
TABULATION OF BIDS
 CONTRACT NO. 7789

Automatic Blowoff Control Panels 10/1/21 - 9/30/22 (w/option to Extend)

Bid Opening, 08/20/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.:	6000005702	6000005700	6000005701
		Bidder:	107464	100039	105080
		Name:	WISECOM TECHNOLOGIES, INC.	EAGLE CONTROL CORP	LEXINGTON TECHNOLOGIES INC
		House No:	4500		99
		Street:	FORBES BLVD #200-W14	23 OLD DOCK RD	ROME STREET
		City:	LANHAM	YAPHANK	FARMINGDALE
		Region:	MD	NY	NY
		Post Code:	20706	11980	11735
		Item Text:	No Bid Deposit	Bank Check \$500.00	Company Check: \$500.00
00010	11505	Total Val.:	4,992.15	61,845.00	65,445.00
BLOWOFF CONTROL PANEL, COMPLETE		Unit Price:	332.81	4,123.00	4,363.00
15 EA		Rank:	1 As Corrected	2	3
Total Quot.		Total Val.:	4,992.15	61,845.00	65,445.00
		Rank:	1	2	3

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 08/20/2021
 for Automatic Blowoff Control Panels 10/1/21 - 9/30/22 (w/option to Extend), 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

**CONTRACT NO. 7789
Furnish and Deliver Automatic Blowoff Control Panels
Bid Opening: August 20, 2021**

CONTRACT DOCUMENTS SENT TO:

ALM Systems and Controls, Inc.			allen@almsystemscorp.com
Eagle Control			dzahradka@eaglecontrol.com
Lexington Technologies, Inc.			Paul@Lexingtotech.net
Kaman Automation			Mark.DAndrea@kaman.com
Systems Integrated, Inc.			jterando@systemsintegrated.com
Dave Heiner Associates, Inc.			rpettrow@daveheinerassoc.com
OMNTEC Mfg., Inc.			tom@omntec.com
Wisecom Technologies Inc.		4500 Forbes Blvd #200-W14	Lanham, MD 20706 jeff@wisecomtech.com

PRESENT AT BID OPENING:
 Marlon Torres, Director of Purchasing
 Catherine Congiusta, Clerk

EXHIBIT D

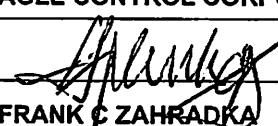
**CONTACT INFO
CONTRACT NO. 7789**

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

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

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

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

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

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	EAGLE CONTROL CORPORATION
Business Address of Contractor:	23 OLD DOCK ROAD YAPHANK NY 11980
Contact Person for Contract Follow-Up:	FRANK C ZAHRADKA / DEAN ZAHRADKA
Business Contact Telephone:	631-924-1315
Cell Number:	FRANK C ZAHRADKA 631-831-9750
E-Mail Address:	CHUCK@EAGLECONTROL.COM DZAHRADKA@EAGLECONTROL.COM
Fax Number:	631-924-1012
Federal Employee Identification Number:	11-3113241
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	AUGUST 18, 2021

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SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 15, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7790 – Furnish & Deliver of Sodium Hypochlorite Solution
November 1, 2021 to October 31, 2023

Opened:	<u>August 23, 2021</u>	Published:	<u>August 2, 2021</u>
No. of Bids received:	<u>1</u>	Documents Sent:	<u>4</u>

Low Bidder: Kuehne Chemical Co., Inc.
Bid Amount: \$932,200 (Annual)

Recommendation: Award to Single Bidder

Comments: This is a two (2) year contract. Kuehne Chemical Co., Inc., has successfully delivered sodium hypochlorite solution under contract #7547.

Bid price comparison to the current contract (#7547, expires October 2021, amount: \$787,650 [annual]) reflects an approximate 18.4% increase (+\$144,550). Increase is due to higher cost of raw materials and production. Unit price comparison reflects an average 20% increase (+0.18 cents) cost per gallon.

Kuehne Chemical Co., Inc. holds no additional contracts. In fiscal year ending 5/31/2021 (FY21) they were paid \$714,916 under contract# 7547. **Contractor's performance is satisfactory.**

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, List of Firms Invited to Bid

TABULATION OF BIDS
 CONTRACT NO. 7790

F & D SODIUM HYPOCHLORITE SOLUTION TO VARIOUS PUMPING STATIONS

Bid Opening, 08/23/2021

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005703 10 102644 KUEHNE CHEMICAL CO., INC. 86 NORTH HACKENSACK AVENUE KEARNY NJ 07032 BID BOND F&D Sodium Hypochlorite Solution
10 Fifth Avenue - Bay Shore 550,000 GA	Total Val.: Unit Price: Rank:	572,000.00 1.04 1
20 Old Riverhead Road - Westhampton Beach 150,000 GA	Total Val.: Unit Price: Rank:	160,500.00 1.07 1
30 Bridgehampton Road - East Hampton 35,000 GA	Total Val.: Unit Price: Rank:	39,200.00 1.12 1
40 Coram Center Rt. 112 - Coram 150,000 GA	Total Val.: Unit Price: Rank:	160,500.00 1.07 1
Total Services	Val.: Rank:	932,200.00 932,200.00 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,
 08/23/2021
 for F&D Sodium Hypochlorite Solution, 11:00 AM, prevailing time, Oakdale, New York

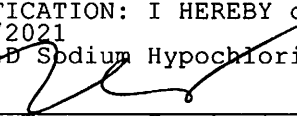

 Marlon Torres, Purchasing Director



EXHIBIT D

CONTACT INFO
CONTRACT NO. 7790

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
William Paulin - President	4403 Meadowridge Circle, Collegeville, PA 19426
William Paulin - Treasurer	4403 Meadowridge Circle, Collegeville, PA 19426
David Tahan - Secretary	20 Arbor Way, Morristown, NJ 07960

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

Contractor:	Kuehne Chemical Co., Inc.
Signature:	<i>Susan K. Anthony</i>
Name:	Susan K. Anthony, Sales Administrator

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS N/A
 WOMAN OWNED BUSINESS

Business Name:	Kuehne Chemical Co., Inc.
Business Address of Contractor:	86 North Hackensack Ave. Kearny, NJ 07032
Contact Person for Contract Follow-Up:	Susan K. Anthony
Business Contact Telephone:	(973) 589-0700
Cell Number:	N/A
E-Mail Address:	bids@kuehnecompany.com
Fax Number:	(973) 589-4866
Federal Employee Identification Number:	22-1814774
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	8/17/21

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CONTRACT NO. 7790
Furnish & Deliver of Sodium Hypochlorite Solution
To Variolus Pump Stations
Bid Opening: August 23, 2021

CONTRACT DOCUMENTS SENT TO:

New Haven Chlor-Alkali LLC	PO Box 9433	New Haven, CT 06534-0433 nhcustomerservice@pvcschemicals.com drenko@PVSCchemicals.com ; dphilips@PVSCchemicals.com ; ccabrera@pvschemicals.com ; pmorin@pvschemicals.com dlorelli@pvschemicals.com ; kdcarola@kuehnecompany.com
JCI Jones Chemicals, Inc.	1765 Ringling Blvd	Sarasota, FL 34236 summer@jcichem.com smann@jcichem.com ;
6Kuehne Chemical Co., Inc.	86 North Hackensack Ave	South Kearny, NJ 07032-4675 bids@kuehnecompany.com
G.S. Coyne Chemical Co.	3015 State Rd	Croydon, PA 19021-6997 bidadministration@coynechemical.com cmair-basiura@coynechemical.com

NOTICE TO BIDDERS SENT TO:

Autochem	1764 Country Rd 39	Southampton, NY 11968 larie@tortorella.com
Borden & Remington Corp	63 Water St	Fall River, MA 02721
City Chemical LLC	139 Allings Crossing Rd	West Haven, CT 06516 sales@citychemical.com
Colonial Chemical Co.	78 Carranza Rd	Tabernacle, NJ 08088
General Chemical Performance Prod. LLC	90 East Halsey Rd	Parsippany, NJ 07054-0395
Mays Chemical Co	134 Clinton Rd	Fairfield, NJ 07004
Nalco Chemical Co.	One Nalco Center	Naperville, IL 60653
Tridon Chemical	87G North Industry Court	Deer Park, NY 11729 ecattano@tridonchemical.com
Twin County Swimming Pools	797 Conklin St	Farmingdale, NY 11735 fran@twincountypools.com
Universal Chemicals Inc.	100 Hacksensack Ave	South Kearny, NJ 07032
Worx, LLC	2010 Sterling Rd	Charlotte, NC 28209

Bid Reporter	PO Box 250	Yonkers, NY 10710
Construction Information Systems	1700 Kinnelon Rd., Suite 1	Kinnelon, NJ 07405
CDC Publishing LLC	19 north St	Morrisville, NY 13408-1721
McGraw Hill Construction Dodge	47 Arlene St	Farmingville, NY 11738
Reed Construction Data	30 Technology Pkwy, South, Suite 500	Norcross, GA 30092-2912

Present at Bid Opening:

Marlon Torres, Director of Purchasing

Catherine Congiusta, Clerk

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 14, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7791 – Installation of Advanced Oxidation Process (AOP) Treatment Systems at the Flower Hill Well Field & Pump Station, Town of Huntington

Opened: September 8, 2021 **Published:** August 6, 2021

No. of Bids Received: 3 **Documents Sent:** 6

Low Bidder: R.J. Industries Inc.
Bid Amount: \$997,700

Recommendation: Award to Low Bidder

Comments: This contract is for the installation and commissioning of three (3) AOP Water Treatment Systems at the Flower Hill Well Field. Scope of work includes all rigging, mechanical, electrical and control work required to install and start up the three (3) AOP Treatment Systems that will be installed.

Bids received ranged from \$997,700 to \$1,109,000.

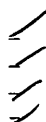
The low bidder, R.J. Industries Inc., has previously done work for the Authority under contract (#7631 -Iron Removal System Upgrades at the Harvest Lane Well Field, West Islip, amount: \$ 579,400), and has performed in a satisfactory manner. In addition, R.J. Industries Inc., has successfully completed numerous large scale municipal projects for the Nassau County DPW, NYC Dept. Of Environmental Protection, Metropolitan Transportation Authority and Suffolk County.

The Engineering Department has reviewed the bids received and recommends award of this contract to R.J. Industries Inc.

Competition supports the low bid received.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering



Attachments: 1 memo, 1 tabulation & List of Bidder's

TABULATION OF BIDS
 CONTRACT NO. 7791

Installation of AOP Water Treatment Systems At The Flower Hill Well Field

Bid Opening, 09/08/2021

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005705 10 102769 R J INDUSTRIES INC 75 EAST BETHPAGE RD PLAINVIEW NY 11803 Bid Bond 7791 - Flower Hill AOP Treatment System	6000005706 10 100612 PHILIP ROSS INDUSTRIES 88 DURYE ROAD SUITE 204 MELVILLE NY 11747 Bid Bond 7791 - Flower Hill AOP Treatment System	6000005707 10 102907 BENSIN CONTRACTING INC PO BOX 388 HOLTSVILLE NY 11742 Bid Bond 7791 - Flower Hill AOP Treatment System
10	Total Val.:	997,700.00	1,060,000.00	1,109,000.00
3 Three AOP Water Treatment Systems 1 EA	Unit Price:	997,700.00	1,060,000.00	1,109,000.00
	Rank:	1	2	3
Total Services	Val.:	997,700.00	1,060,000.00	1,109,000.00
	Rank:	1	2 0.00	3 0.00

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/08/2021
 for 7791 - Flower Hill AOP Treatment Systems, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

Documents To:

**Bensin Contracting, Inc.
Philip Ross Industries, Inc.
R.J. Industries, Inc.
Xylem / Wedeco
Bid Reporter
Construction Information System**

Represented at Opening of Bids by:

**M. Torres, SCWA
C. Congiusta, SCWA**

Addresses:

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

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

R.J. Industries, Inc.
75 East Bethpage Road
Plainview, NY 11803
516-845-9772
516-454-1759 – FX
Attn: John E. Koziarz
jkoziarz@rjii.net

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

Bid Reporter
P.O. Box 250
Yonkers, NY 10710
kimkmg724@aol.com

Construction Information Systems
170 Kinnelon Road
Kinnelon, NJ 07405
cis@cisleads.com

EXHIBIT D

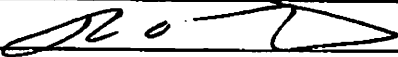
**CONTACT INFORMATION DOCUMENT
CONTRACT NO. 7791**

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
Richard O. Felicetta, President	Ft. Salonga, NY
John C. Doremus, Vice President John E. Kozlarz, Vice President	Great Neck, NY Rockville Centre, NY
William J. Doremus, Secretary-Treasurer	Northport, NY

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

Contractor:	R.J. Industries, Inc.
Signature:	
Name:	Richard O. Felicetta, President

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	R.J. Industries, Inc
Business Address of Contractor:	75 East Bethpage Road, Plainview NY 11803
Contact Person for Contract Follow-Up:	Bill Doremus
Business Contact Telephone:	516-845-9772, ext 138
Cell Number:	516-805-7998, R Felicetta
E-Mail Address:	bjd@rjil.net
Fax Number:	516-454-1759
Federal Employee Identification Number:	11-3401288
Suffolk County Department of Consumer Affairs License Number (If Applicable)	
Date:	September 8, 2021

This page must be fully complete

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 22, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Contract No. 7794 – Furnishing & Delivery of Cement Lined Ductile Iron Pipe, Flanged
November 1, 2021 to October 31, 2022

Opened: September 10, 2021 **Published:** August 27, 2021
No. of Bids received: 2 **Documents Sent:** 8

Low Bidder: Metrofab Pipe Inc.
Bid Amount: \$84,828.20 (Option 1 Pricing)

Recommendation: Reject All Bids.

Comments: Two (2) bids were received for the new solicitation; range was from \$84,828.20 (Metrofab Pipe) to \$131,117.82 (Ferguson) for Option 1; No bid was submitted by Metrofab for Option 2, Ferguson submitted a bid of \$149,556 for Option 2).

Unit bid price comparison to the previous contract (#7658, expired August 2021 – held by Ferguson Waterworks, amount: \$41,147) reflects an approximate 44.6% increase in the overall unit bid prices. A one-year term is lower in price (Option 1 vs. Option 2), but material prices are extremely high.

After discussions between Engineering and Stores, and looking at current inventory, the recommendation is to reject all bids and attempt to make a future spot purchase when warranted to get better pricing.

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kiltcommons, Chief Engineer & Director
of Research & Engineering



Attachments: 1 memo, 1 tabulation & List of Bidder's


TABULATION OF BIDS
 CONTRACT NO. 7794A

Furnish & Deliver Cement Lined Ductile Iron Pipe, Flanged Option 1

Bid Opening, 09/10/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot. : Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005708 100450 METROFAB PIPE INC 15 FAIRCHILD CT PLAINVIEW NY 11803 Cashier's Check: \$4,241.41	6000005709 105244 FERGUSON WATERWORKS 300 OSER AVE HAUPPAUGE NY 11788 Bid Bond
00010	14084 PIPE, FLANGED, DUCTILE, C.L, 4" 2 EA	Total Val.: Unit Price: Rank:	1,352.32 676.16 1	2,109.58 1,054.79 2
00020	14085 PIPE, FLANGED, DUCTILE, C.L, 6" 12 EA	Total Val.: Unit Price: Rank:	11,335.20 944.60 1	16,882.20 1,406.85 2
00030	14086 PIPE, FLANGED, DUCTILE, C.L, 8" 18 EA	Total Val.: Unit Price: Rank:	23,023.44 1,279.08 1	35,753.40 1,986.30 2
00040	14087 PIPE, FLANGED, DUCTILE, C.L, 10" 12 EA	Total Val.: Unit Price: Rank:	19,150.32 1,595.86 1	31,052.04 2,507.67 2
00050	14088 PIPE, FLANGED, DUCTILE, C.L, 12" 8 EA	Total Val.: Unit Price: Rank:	16,704.40 2,088.05 1	26,005.52 3,250.69 2
00060	18630 PIPE, FLANGED, DUCTILE, C.L, 16" 4 EA	Total Val.: Unit Price: Rank:	13,262.52 3,315.63 1	19,315.08 4,828.77 2
Total Quot.		Total Val.: Rank:	84,828.20 1	131,117.82 2

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for Furnish & Deliver Cement Lined Ductile Iron Pipe, Flanged Option 1, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

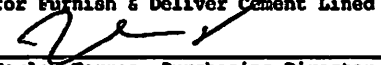
TABULATION OF BIDS
 CONTRACT NO. 7794B

Furnish & Deliver Cement Lined Ductile Iron Pipe, Flanged Option II

Bid Opening, 09/10/2021

Line Item Sh. Text Qty. in Base Unit	Material	Quot.: Bidder: Name: House No: Street: City: Region: Post Code: Item Text:	6000005711 105244 FERGUSON WATERWORKS 300 OSER AVE HAUPPAUGE NY 11788 Bid Bond	6000005710 100450 METROFAB PIPE INC 15 FAIRCHILD CT PLAINVIEW NY 11803
00010	14084 PIPE, FLANGED, DUCTILE, C.L, 4" 2 EA	Total Val.: Unit Price: Rank:	2,406.24 1,203.12 1	No Bid
00020	14085 PIPE, FLANGED, DUCTILE, C.L, 6" 12 EA	Total Val.: Unit Price: Rank:	19,256.16 1,604.68 1	No Bid
00030	14086 PIPE, FLANGED, DUCTILE, C.L, 8" 18 EA	Total Val.: Unit Price: Rank:	40,781.16 2,265.62 1	No Bid
00040	14087 PIPE, FLANGED, DUCTILE, C.L, 10" 12 EA	Total Val.: Unit Price: Rank:	35,418.72 2,951.56 1	No Bid
00050	14088 PIPE, FLANGED, DUCTILE, C.L, 12" 8 EA	Total Val.: Unit Price: Rank:	29,662.48 3,707.81 1	No Bid
00060	18630 PIPE, FLANGED, DUCTILE, C.L, 16" 4 EA	Total Val.: Unit Price: Rank:	22,031.24 5,507.81 1	No Bid
Total Quot.		Total Val.: Rank:	149,556.00 1	

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received, 09/10/2021
 for Furnish & Deliver Cement Lined Ductile Iron Pipe, Flanged Option II, 11:00 AM, prevailing time, Oakdale, New York


 Marlon Torres, Purchasing Director

CONTRACT NO. 7794
Furnishing and Delivery of Cement Lined Ductile Iron Pipe, Flanged
Bid Opening: September 10, 2021

CONTRACT DOCUMENTS SENT TO:

Capitol Supply Construction Products, Inc.	Attn: Hugh Malley 149 Old Turnpike Road	Wayne, NJ 07470 hughmalley@capitolsupplyconstruction.com davehedden@capitolsupplyconstruction.com
Deltek	2291 Wood Oak Dr	Herndon, VA 20171 Attn: Dennis DiCquino statelocalresearch@deltek.com
Ferguson Enterprises Inc.	300 Oser Ave 2619 Medford Avenue	Hauppauge, NY 11788 Medford, NY 11763 Brandon.gordon@ferguson.com joseph.baccellieri@ferguson.com rick.gambone@ferguson.com 516-479-2089
HD Supply Waterworks Ltd	14 Arch St	Watervliet, NY 12189 Attn: James Beaudoin paul.meissner@hdsupply.com Returned as undeliverable 10/17/19
Holbrook Plastic Pipe Supply	790 Grundy Ave	Holbrook, NY 11741 Attn: Carolyn Oslon info@worldpipeinc.com
Metro Fab	15 Fairchild Court	Plainview, NY 11803 Attn: Joseph Magliato frank@metrofabinc.com joemags@metrofabinc.com
McWane Ductile Pipe		mike.palermo@mcwaneductile.com
T Mina Supply Inc.	44-41 Douglaston Pkwy	Douglaston, NY 11363 michelle.olsen@tmina.com returned as undeliverable 10/17/19 michael.vovias@tmina.com tom.cox@tmina.com colleenr@tmina.com

NOTICE TO BIDDERS SENT TO:

PRESENT AT BID OPENING:
M. Torress, Purchasing Director, SCWA
C. Congiusta, SCWA

EXHIBIT D

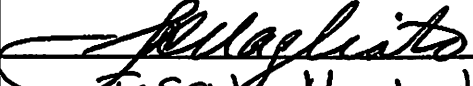
CONTACT INFO
CONTRACT NO. 7794

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

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

NAME / TITLE	ADDRESS
Elizabeth Ficken Pres	38 Pipe De Albertson Wy
Joseph Magliato VP	11 Cresthill Pl Smithtown NY

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

Contractor:	Metrofab
Signature:	
Name:	Joseph Magliato

PRINT OR TYPE NAME OF PERSON SIGNING BID

PLEASE CHECK IF APPLICABLE

- MINORITY OWNED BUSINESS
- WOMAN OWNED BUSINESS

Business Name:	Metrofab
Business Address of Contractor:	15 Fairchild Ct Plainville NY 11803
Contact Person for Contract Follow-Up:	Frank Giordano
Business Contact Telephone:	516 349 7373
Cell Number:	
E-Mail Address:	Frank@metrofabinc.com
Fax Number:	516 349 8744
Federal Employee Identification Number:	11 313 566 7
Suffolk County Department of Consumer Affairs License Number (if Applicable)	N/A
Date:	9/8/21

This page must be fully completed

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: August 10, 2021
TO: Jeff Szabo, Chief Executive Officer
FROM: Marlon Torres, Director of Purchasing
SUBJECT: Extension of RFP 1541 – Labor & Employment Counsel
November 1, 2021 to October 31, 2022

Bond, Schoeneck & King, PLLC, by way of the attached email notification, has agreed to extend the subject agreement for a third and final year.

As of June 1, 2020 (FY21), the Authority has paid approximately \$74,166 under the subject agreement.

In FY20, they were paid \$45,731.

Contractor's performance is satisfactory.

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

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
T. Hopkins, Chief Legal Officer



Attachment: 1 memo, 1 tabulation

Torres, Marlon

From: Murphy, Daniel <dmurphy@bsk.com>
Sent: Tuesday, July 27, 2021 3:09 PM
To: Torres, Marlon
Cc: Fitzgerald, Beth; Hopkins, Timothy
Subject: Re: Contract No. 1541- Labor & Employment Counsel - 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.

Mr Torres. We are pleased to extend the contract. Thank you. Dan.

Sent from my iPhone

On Jul 27, 2021, at 2:57 PM, Torres, Marlon <Marlon.Torres@scwa.com> wrote:

External Email: Use caution before clicking links or opening attachments.

Mr. Murphy,

Any updates?

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: Friday, July 09, 2021 2:27 PM
To: dmurphy@putneylaw.com
Cc: Torres, Marlon <Marlon.Torres@SCWA.com>
Subject: Contract No. 1541- Labor & Employment Counsel - Letter to Extend

The above subject contract is due to expire October 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, 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. 1541

LABOR & EMPLOYMENT COUNSEL

Bid Opening, 05/30/2019

Line Item Service Sh. Text Qty	Quot. Item: Bidder: Name: Address: City State Zip Code Item Text: Description:	6000005235 10 100021 PUTNEY TWOMBLY HALL & HIRSON 521 FIFTH AVE NEW YORK NY 10175 LABOR & EMPLOYMENT COUNSEL Labor Employment
10 Labor & Employment Counsel 1 AU	Total Val.: Unit Price: Rank:	200,000.00 200,000.00 1
Total Services	Val.: Rank:	200,000.00 200,000.00 1

CERTIFICATION: I HEREBY certify that this is a correct Tabulation of Bids, received,
 05/30/2019
 for Labor Employment, 11:00 AM, prevailing time, Oakdale, New York

Marlon Torres, Purchasing Director

SUFFOLK COUNTY WATER AUTHORITY
Oakdale, Long Island, New York

INTEROFFICE CORRESPONDENCE

DATE: September 29, 2021
TO: Chairman/Board Members
FROM: Jeff Szabo, Chief Executive Officer
SUBJECT: Extension of RFP 1547 – Water Tank Inspection Services for Elevated and Ground Water Storage Tanks - November 1, 2021 to October 31, 2022

H2M Water, by way of the attached letter, has agreed to extend the subject agreement for a third and final year.

In FY 21), the Authority paid \$161,114 to H2M under the subject contract.

H2M holds two (2) additional contracts (#1525 - Consulting Engineering Services for Five Year Report, awarded September 2018, estimated value: \$129,000, expires September 2023; #1566 – Inspection Services for Authority Pipeline and Road Restoration Projects, expires May 2022).

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

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

Reviewed by:

Jeff Szabo, Chief Executive Officer
M. Torres, Purchasing Director
J. Pokorny, Deputy, CEO Operations
T. Kilcommons, Chief Engineer & Director
of Research & Engineering



Attachment: 1 memo, 1 tabulation

Torres, Marlon

From: James Neri <jneri@h2m.com>
Sent: Wednesday, September 29, 2021 9:06 AM
To: Torres, Marlon
Cc: Costa, Juanita; Arthur Eschete Jr
Subject: RE: Extension of RFP 1547 - H2M - Water Tank Inspection Services for Elevated and Ground Water Storage Tanks

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 would be pleased to accept the offer to extend.

Thank You for the opportunity.

James L. Neri, P.E.
Senior Vice President | Division Director of Water



H2M architects + engineers
538 Broad Hollow Road, 4th Floor East, Melville, NY 11747
o 631.756.8000 x1486 d 631.392.5320 m 631.786.7020

h2m.com



From: Torres, Marlon <Marlon.Torres@SCWA.com>
Sent: Wednesday, September 29, 2021 9:03 AM
To: James Neri <jneri@h2m.com>
Cc: Costa, Juanita <Juanita.Costa@SCWA.com>
Subject: FW: Extension of RFP 1547 - H2M - Water Tank Inspection Services for Elevated and Ground Water Storage Tanks

****This e-mail is from outside H2M architects + engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.****

This "Offer to Extend Letter" was sent to your office a month ago, Do you wish to accept our offer to extend your contract?

Marlon Torres
Director of Purchasing
Suffolk County Water Authority

**SUFFOLK COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM**

TO: Jeffery Szabo, CEO
FROM: Philip Thompson, Superintendent of Trades
DATE: September 9, 2021
SUBJECT: Repair of Kings Park Road standby generator

The standby generator at Kings Park Road pump station was purchased from Huntington Power, and placed in service in September of 2017. The generator failed to start in August of 2021. The engine on this unit is manufactured by Perkins. Based on a similar failure of a sister unit, we contacted Huntington Power, who is an authorized Perkins service dealer, to diagnose the unit. Our normal generator contractor, PowerPro, is not an authorized service dealer for Perkins, so they are unable to effectively diagnose and repair these units.

Based on the alarm conditions present on the generator, Huntington Power agrees that the issue is with the Engine Control Unit (ECU). Huntington Power has offered the attached proposal to replace and reprogram the ECU. We are hereby requesting Board approval of the Huntington Power proposal to repair the Kings Park Road emergency generator for a total cost of \$5,683.27.

CC: J. Pokorny
M. O'Connell

Approved: J. Pokorny





SERVICE QUOTATION

Huntington Power Equipment
PO Box 2040
Shelton CT 06484
Phone: 203-929-3203
Fax: 203-929-0713

DATE 9/3/2021	QUOTE # 0000500374	CUST # 0018514
-------------------------	------------------------------	--------------------------

TERMS NET 30

CUSTOMER:
Suffolk County Water Authority
Accounts Payable
P.O.BOX 38
Oakdale NY 11769-0901

LOCATION QUOTE FOR: Kings Park Road Well Field 232 Kings Park Road Commack NY 11725	00011
---	--------------

****We Rent Generators****
****Commercial, Industrial, Residential Installations****
****Design/Build Mission Critical Sites****
****24 Hour Emergency Service & Preventive Maintenance Agreements****

CONDITIONS

- 1) The total net price is limited to this quotation and does not include costs for any unforeseen conditions.
- 2) Quoted cost includes parts, labor and travel expenses.
- 3) Due to Covid, supply chain compression and pricing preservation has significantly impacted our ability to ensure accurate lead times & pricing validity. All service quotations (which includes parts) are only valid at time of the quotation. HPE reserves the right to adjust quotations based on unforeseen changes in lead times/pricing until the markets stabilize. All labor quotations will remain valid for 30 days.
- 4) To accept this quote please forward a purchase order or signed authorization along with payment.
- 5) Work will be scheduled based upon parts availability.

Thank you and we look forward to being of service to you.

QUOTE DESCRIPTION

Quote #500374 Location #11 We Are Pleased To Quote You For The Following Scope Of Work: Place unit in off, disconnect starting battery. Remove and replace the engine control unit (ECU). Install new fuse. Connect EST programmer to engine harness. Program new ECU. Bring the engine to TDC cylinder #1. Move the crankshaft to 75* BTDC and install timing probe. Perform the timing re-learn procedure. Run and retest unit, verify proper operation.

NOTE Client acknowledges that unit has not been diagnosed by HPE. Upon quote approval HPE tech will confirm ECU failure before replacement. If a dedicated service call is required first for confirmation, additional charges will apply.

75% Deposit Is Required At Time Of Acceptance. 3% convenience fee will be applied to all credit card (MC and Visa only) orders over \$3,000.

Subtotal - Labor, Travel, Mileage, Environmental, Etc. 824.50

Approval Signature

Date

Thank you for your business! We RENT generators from 25-3000 kVA!

Deposit \$



SERVICE QUOTATION

Huntington Power Equipment
PO Box 2040
Shelton CT 06484
Phone: 203-929-3203
Fax: 203-929-0713

DATE 9/3/2021	QUOTE # 0000500374	CUST # 0018514
-------------------------	------------------------------	--------------------------

TERMS NET 30

LOCATION QUOTE FOR: Kings Park Road Well Field 232 Kings Park Road Commack NY 11725	00011
---	--------------

CUSTOMER:
Suffolk County Water Authority
Accounts Payable
P.O.BOX 38
Oakdale NY 11769-0901



****We Rent Generators****
****Commercial, Industrial, Residential Installations****
****Design/Build Mission Critical Sites****
****24 Hour Emergency Service & Preventive Maintenance Agreements****

CONDITIONS	
1) The total net price is limited to this quotation and does not include costs for any unforeseen conditions. 2) Quoted cost includes parts, labor and travel expenses. 3) <u>Due to Covid, supply chain compression and pricing preservation has significantly impacted our ability to ensure accurate lead times & pricing validity. All service quotations (which includes parts) are only valid at time of the quotation. HPE reserves the right to adjust quotations based on unforeseen changes in lead times/pricing until the markets stabilize. All labor quotations will remain valid for 30 days.</u> 4) To accept this quote please forward a purchase order or signed authorization along with payment. 5) Work will be scheduled based upon parts availability.	
Thank you and we look forward to being of service to you.	
QUOTE DESCRIPTION	
Subtotal - Parts and Freight	4,858.77
TOTAL	\$5,683.27

Approval Signature Date
 Thank you for your business! We RENT generators from 25-3000 kVA! Deposit \$

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: September 15, 2021
TO: Jeffrey Szabo, Chief Executive Officer
FROM: Michael Litka, Chief Technology Officer 
Joseph Pokorny, Deputy CEO of Operations 

SUBJECT: Mobile Workforce Management System Change Order #3

As you know, we are currently in the process of implementing the next phases of our mobile project with Clevest (now IFS). We have completed the Business Review and Solution Design phases of the project for both Phase B Construction Maintenance and Phase C Production Control. Clevest has identified several requirements/enhancements that were not in the original RFP that they consider to be "out of scope" items. Clevest has submitted a change order request to cover their cost to implement the features that were not in the original RFP.

We have had many meetings and discussions with Clevest regarding these changes and the impact of these changes to the budget and overall project. Below are the four major items involved in this change order:

1. Follow up CM orders from the Customer Service Technicians. This could not be addressed until CM's phase was implemented and the Customer Service portion was completed in Phase A. Clevest agreed No Charge for these changes
2. Phase C additional workflows. Since the RFP there are many more data points to be captured at the Pump Stations on a PC field order and additional workflows
3. New Service Inspection order automation. Enhance the Customer Service field order.
4. SAP Upgrade - Changes to the Clevest SAP programs were necessary when SAP was upgraded in January 2021

The Clevest cost associated with this change is \$53,419.00. We have considered the amount of additional work and time associated with this change and based upon our experience with phase A and B, we have determined that the cost is reasonable.

Based on the above, we respectfully request that our Board approve a change order with Clevest, Inc, in the amount of \$53,419.00 to cover the above listed changes to the scope of the mobile project. Attached is an executive summary of the changes that was prepared by Clevest and provides additional detail. If you are in agreement, please arrange to place this item on the September 30, 2021 agenda. If you have any questions regarding the above, please do not hesitate to contact us.

Enc

Change Request
Suffolk County Water Authority
Clevest MWFM Project
Enhancements and Phase C

September 17, 2021

Project #: 2024

Change Request #: 8764

Version #:1.0

Author: Mei Onaga

IFS Canada

Suite 200 - 13700 International Place,
Richmond, BC Canada V6V 2X8

www.ifs.com





Change Request Cost Summary

Description	Price
Professional Services – Phase B: Follow up CS Orders (Fully discounted)	\$0
Professional Services – Phase C: Scheduling & workflows (Partially discounted)	\$34,594.00
Professional Services – Phase A <u>CSD-4917: New Service work orders</u>	\$12,825.00
Engineering Services – SCWA SAP ECC 6.0/HANA upgrade support	\$6,000.00
Total	\$53,419.00

Change Request Details

Scope

IFS will provide the following Scope:

- a. Prepare CR and re-baseline schedule of project inclusive of additional proposed items
- b. Additional proposed scope items include:
 - i. Follow up CM-CS work order
 - ii. Phase C Scheduling configuration & workflows (2)
 - iii. Phase A CSD-4917: New Service Work orders
 - iv. SCWA SAP ECC 6.0/HANA Upgrade support

Details of Work

During and throughout Phase B Construction/Host Integration Testing and Phase C Design, it was determined that there were several additional requirements discovered beyond those stated in Statement of Work #2024 and Change Request #7349 (CM Phase B).

1.1 Follow up CM-CS work order details of work

#	Item Description
1	Construct existing CS workflows to capture additional information including validations
2	AOC and MWFM changes to update SAP with captured data
3	Construction follow up order creation process to spin up CM work orders
4	Remove the current configurations for CM follow up

1.2 Phase C Scheduling configuration & workflows (2)

#	Item Description
1	Configuration & integration testing of operator rounds workflow
2	Configuration & integration testing maintenance tasks workflow
3	Internal Testing, TTT training, ATCs, UAT support, Merged solution file sanity testing, & go-live support
4	Scheduling type for PC Operator Rounds

1.3 Phase A CSD-4917: New Service Work orders

#	Item Description
1	Configuration & integration testing for I23 Activity Type
2	SAP Notifications for I23 Activity Type
3	Internal Testing, TTT training, ATCs, UAT support, Merged solution file sanity testing, & go-live support



1.4 SCWA SAP ECC/HANA upgrade support

#	Item Description
1	Conversion of previous synchronous outbound integration to asynchronous behavior
2	Post ECC 6.0 upgrade issues resolution thus far and expected (ie. Premature TECO-ing of orders)

Additional Services

IFS will provide the following Services:

- a. Design, configuration and internal/sanity testing of all proposed scope items
- b. Incorporate host integration testing, User acceptance test cases, train the trainer training and deployment of proposed scope items under current Phase B & C project deployment plan/activities
- c. Re-baseline schedule inclusive of work from proposed items and currently work schedule
- d. SAP AOC development required for all proposed scope items
- e. PM and consultant support activities overhead for all proposed scope items

Software

No changes to current software scope per Change Request #7349 (CM Phase B).

Licenses

No changes to current software scope per Change Request #7349 (CM Phase B).

Deliverables

- a. Updated design documents noting changes within this CR
- b. Re-baseline schedule inclusive of work from proposed items and currently work schedule

Assumptions

This CR is subject to the original terms and conditions of the IFS MSLA #2024 and Statement of Work #2024. If there are any conflicts between the terms in this agreement VS the MSLA or SOW, this agreement shall prevail.

Key Assumptions:

1	Integration work limited to Clevest's standard SAP AOC Service Orders solution, via SOAP Web Services.
2	Clevest services assumes configuration effort only. Additional development and/or product enhancements, if required, will be handled under separate agreements.
3	Out of scope functionality includes: - Integration to other 3rd party systems or file formats not listed above



Suffolk County Water Authority

	- Product modules (e.g. timesheets, inventory, host inquiry, GIS integration) and mobile workflows not explicitly listed
4	Project services do not include writing custom reports. Reports can be written by the customer via the Clevest Data Warehouse.
5	SAP AOC integration is assumed to be peer-to-peer (not via SAP PI or other ESB).
6	MWM and/or SAP AOC issue resolution stemming from purely 7.x upgrade is within project scope (CR 7349)
7	Issue resolution stemming from Itron against MWM (regardless of version) is within project scope (CR 6481)

Payment

Professional Services Payment Schedule

Milestone	Professional Services Deliverables for CR	Amount (USD)
1	CR Sign off	\$ 26,710.00
2	Phase B – Completion of Host Integration Testing	\$ 16,025.00
3	Phase C – Completion of Host Integration Testing	\$ 10,684.00
	Total	\$ 53,419.00

Travel

All work to be done remotely. There are no expected travel nor travel expenses to be incurred due to current COVID-19 pandemic situation.

Acceptance Criteria

Execution of the CM & PC Acceptance Test Cases and UAT Regression test cases.

Schedule

IFS and SCWA will revise the Phase B & C project schedule according to the following revised plan. As a result of this CR as well as delays within the project since CR 7349 was signed the project duration has



Suffolk County Water Authority
 increased by 7 months. This schedule will be formally reviewed and baselined by IFS and SCWA
 following CR approval.

% Comp	Task Name	Duration	Start	Finish
87%	Phase B - CM Work Types (35)	707.44 days?	Fri 3/1/19	Thu 12/30/21
100%	Initiation	4.33 days	Mon 4/1/19	Fri 4/5/19
100%	Initiation Complete	0 days	Fri 4/5/19	Fri 4/5/19
100%	Design	514 days?	Fri 3/1/19	Fri 4/2/21
100%	Design Completed	0 days	Thu 8/6/20	Thu 8/6/20
100%	Construction - Phase B	392.99 days	Fri 6/14/19	Tue 1/26/21
100%	Customer IT Setup	289.84 days	Fri 6/14/19	Fri 8/21/20
100%	Clevest Product Development (customer env)	230.36 days	Wed 2/19/20	Tue 1/26/21
100%	Solution Configuration (internal env)	190 days	Wed 4/15/20	Tue 1/26/21
100%	Construction - CS Completed - Release Audit	0 days	Tue 1/5/21	Tue 1/5/21
63%	Deployment	344.6 days	Fri 8/21/20	Thu 12/30/21
84%	Host System Integration Testing	267.15 days	Fri 8/21/20	Mon 9/13/21
100%	Prepare Integration Testing Agenda and preparations	1 day	Fri 8/21/20	Mon 8/24/20
100%	Site Integration Testing	3.79 days	Wed 11/25/20	Tue 1/5/21
100%	Rework	37 days	Tue 12/1/20	Fri 1/29/21
80%	Retest	161 days	Fri 1/29/21	Mon 9/13/21
0%	Payment Milestone 3 CR - Completion of Host Integration Testing Workshop	0 days	Mon 9/13/21	Mon 9/13/21
64%	Test env upload	261.03 days	Wed 10/14/20	Tue 10/26/21
100%	Update test Environment	3 days	Wed 10/14/20	Mon 10/19/20
70%	DEV	151.41 days	Fri 3/5/21	Tue 10/5/21
100%	Install 7.1 to DEV	0.45 days	Fri 3/5/21	Mon 3/8/21
100%	Install AOC Updates to DEV	0.45 days	Mon 3/8/21	Mon 3/8/21
100%	Release Client builds for DEV	1 day	Mon 3/8/21	Tue 3/9/21
100%	Sanity Test DEV	1.5 days	Tue 3/9/21	Thu 3/11/21
89%	Rework - Phase A regression testing rework too	130 days	Thu 3/11/21	Thu 9/9/21
100%	Payment Milestone 2 Phase B -Solution Loaded in Test	0 days	Mon 5/10/21	Mon 5/10/21
12%	Post Host Integration Testing Changes	33 days	Thu 8/19/21	Tue 10/5/21
15%	Changes to sol'n from host int testing / int testing of updated workflows / updated test cases	33 days	Thu 8/19/21	Tue 10/5/21
0%	Merged Integration and Regression Testing	10 days	Tue 9/14/21	Tue 9/28/21
0%	Solution Training	5.01 days	Tue 9/28/21	Tue 10/5/21
0%	Prepare Train-the-Trainer Slides	1.01 days	Tue 9/28/21	Wed 9/29/21
0%	Deliver Train-the-Trainer Training	4 days	Wed 9/29/21	Tue 10/5/21

Suffolk County Water Authority

0%	MWFM - Phase B- Training Completed	0 days	Tue 10/5/21	Tue 10/5/21
0%	UAT Dry-Run	15 days	Tue 10/5/21	Tue 10/26/21
0%	Round-trip integration and UAT dry-run (Customer's early adopters)	5 days	Tue 10/5/21	Tue 10/12/21
0%	Remote Rework	10 days	Tue 10/12/21	Tue 10/26/21
0%	User Acceptance Testing Support	26.63 days	Tue 10/26/21	Thu 12/2/21
0%	QAS	8 days	Tue 10/26/21	Fri 11/5/21
0%	Install 7.0 to QAS	0.5 days	Tue 10/26/21	Tue 10/26/21
0%	Install AOC updates to QAS	0.5 days	Wed 10/27/21	Thu 10/28/21
0%	Release Client Builds for QAS	0.5 days	Thu 10/28/21	Thu 10/28/21
0%	Sanity Test QAS	0.5 days	Fri 10/29/21	Mon 11/1/21
0%	Rework	2 days	Mon 11/1/21	Wed 11/3/21
0%	Deployment to QAS	2 days	Wed 11/3/21	Fri 11/5/21
0%	QAS testing complete	0 days	Fri 11/5/21	Fri 11/5/21
0%	Perform MWFM Phase B - UAT Testing Support	18.63 days	Fri 11/5/21	Thu 12/2/21
0%	Delivery UAT agenda	0.13 days	Fri 11/5/21	Fri 11/5/21
0%	Execute UAT	3.5 days	Fri 11/5/21	Thu 11/11/21
0%	Rework	15 days	Thu 11/11/21	Thu 12/2/21
0%	Implement configuration changes	15 days	Thu 11/11/21	Thu 12/2/21
0%	UAT Certificate Sign Off	0 days	Thu 12/2/21	Thu 12/2/21
0%	Payment Milestone 3 Phase B - Completion of UAT	0 days	Thu 12/2/21	Thu 12/2/21
0%	CM - Planning	8.4 days	Thu 12/2/21	Tue 12/14/21
0%	Review Pilot success criteria and transition plan	1.88 days	Thu 12/2/21	Fri 12/3/21
0%	Generate Pilot go-live plan	0.53 days	Mon 12/13/21	Tue 12/14/21
0%	Production Environment Setup	20.4 days	Thu 12/2/21	Thu 12/30/21
0%	Customer Delivered End User Training (Round 2)	10 days	Thu 12/2/21	Thu 12/16/21
0%	Update System Management Document	12 days	Tue 12/14/21	Thu 12/30/21
0%	Deliver go-live documents	0 days	Thu 12/30/21	Thu 12/30/21
0%	Configure AOC updates to PROD	0.69 days	Thu 12/2/21	Thu 12/2/21
0%	DataLoading and System Readiness	1.43 days	Thu 12/2/21	Fri 12/3/21
0%	Sanity Test Production Environment	0.26 days	Fri 12/3/21	Fri 12/3/21
0%	Production Environment Ready	0 days	Fri 12/3/21	Fri 12/3/21
0%	CM - Go-Live Support	18.52 days	Fri 12/3/21	Thu 12/30/21
0%	Execute Cutover & Go-Live Planning for CM	1.02 days	Fri 12/3/21	Mon 12/6/21
0%	Support Customer CM Go-Live onsite (BU 1)	3.5 days	Mon 12/6/21	Fri 12/10/21
0%	Support Customer CM Go-Live REMOTE (BU 2)	3.5 days	Fri 12/10/21	Wed 12/15/21
0%	Support Customer CM Go-Live REMOTE (BU 3)	3.5 days	Fri 12/24/21	Thu 12/30/21

Suffolk County Water Authority

0%	Initial Project Team Support (Remote)	5 days	Thu 12/23/21	Thu 12/30/21
0%	Payment Milestone 4 - Phase B- Go-live Complete	0 days	Fri 12/10/21	Fri 12/10/21
0%	Support and Maintenance Fee (Phase B Maintenance Invoice)	0 days	Fri 12/10/21	Fri 12/10/21
0%	Support Transition (internal)	0.51 days	Wed 12/15/21	Thu 12/16/21
0%	Support Handover	0.51 days	Wed 12/15/21	Thu 12/16/21
0%	Support Transition Completed	0 days	Thu 12/16/21	Thu 12/16/21
0%	Handover transition (customer)	2.68 days	Thu 12/16/21	Mon 12/20/21
0%	Update System Management document	0.51 days	Thu 12/16/21	Thu 12/16/21
0%	Deliver go live documentation to customer	0 days	Thu 12/16/21	Thu 12/16/21
0%	Design document updated with all enhancements/changes	2.17 days	Thu 12/16/21	Mon 12/20/21
0%	Deliver design docs to customer	0 days	Mon 12/20/21	Mon 12/20/21
0%	Review System management document with customer	0.13 days	Thu 12/16/21	Thu 12/16/21
0%	Payment Milestone 5 - Phase B - Project Acceptance	0 days	Thu 12/16/21	Thu 12/16/21
79%	Phase C - PC Work Types (2)	274.2 days	Fri 10/23/20	Wed 11/24/21
100%	Initiation	2.37 days	Fri 10/23/20	Wed 10/28/20
100%	Initiation Complete	0 days	Wed 10/28/20	Wed 10/28/20
100%	Design	187.94 days	Wed 10/28/20	Thu 7/29/21
100%	Design Completed	0 days	Fri 5/28/21	Fri 5/28/21
100%	Construction - Phase C	167.67 days	Mon 12/14/20	Fri 8/13/21
100%	Construction - CS Completed - Release Audit	0 days	Fri 8/13/21	Fri 8/13/21
1%	Deployment	62.89 days	Fri 8/27/21	Wed 11/24/21
100%	Test env upload	0.39 days	Fri 8/27/21	Fri 8/27/21
0%	Host System Integration Testing	21 days	Fri 8/27/21	Mon 9/27/21
0%	Site Integration Testing (remote)	15 days	Fri 8/27/21	Fri 9/17/21
0%	Rework	3 days	Fri 9/17/21	Wed 9/22/21
0%	Retest	3 days	Wed 9/22/21	Mon 9/27/21
0%	Solution Training	4.5 days	Mon 9/27/21	Mon 10/4/21
0%	Prepare Train-the-Trainer Slides	1 day	Mon 9/27/21	Tue 9/28/21
0%	Deliver Train-the-Trainer Training	3 days	Tue 9/28/21	Mon 10/4/21
0%	MWFM - Phase B- Training Completed	0 days	Mon 10/4/21	Mon 10/4/21
0%	UAT Dry-Run	6 days	Mon 10/4/21	Tue 10/12/21
0%	Round-trip integration and UAT dry-run (Customer's early adopters) - Review draft test cases	3 days	Mon 10/4/21	Thu 10/7/21
0%	Remote Rework	3 days	Thu 10/7/21	Tue 10/12/21
0%	PC - Planning	2 days	Tue 10/12/21	Thu 10/14/21
0%	Review Pilot success criteria and transition plan	1 day	Tue 10/12/21	Wed 10/13/21
0%	Generate Pilot go-live plan	1 day	Wed 10/13/21	Thu 10/14/21

Suffolk County Water Authority

0%	User Acceptance Testing Support	12 days	Tue 10/12/21	Thu 10/28/21
0%	Start UAT Testing	0 days	Tue 10/12/21	Tue 10/12/21
0%	Configure AOC updates to QAS	0 days	Tue 10/12/21	Tue 10/12/21
0%	Deployment to QAS	1 day	Tue 10/12/21	Wed 10/13/21
0%	Perform MWFM Phase C - UAT Testing Support	11 days	Wed 10/13/21	Thu 10/28/21
0%	Execute UAT	3 days	Wed 10/13/21	Mon 10/18/21
0%	Rework	8 days	Mon 10/18/21	Thu 10/28/21
0%	Implement configuration changes	8 days	Mon 10/18/21	Thu 10/28/21
0%	UAT Certificate Sign Off	0 days	Thu 10/28/21	Thu 10/28/21
0%	Payment Milestone 3 Phase C - Completion of UAT	0 days	Thu 10/28/21	Thu 10/28/21
0%	Production Environment Setup	20 days	Thu 10/14/21	Thu 11/11/21
0%	Customer Delivered End User Training (Round 2)	10 days	Thu 10/28/21	Thu 11/11/21
0%	Update System Management Document	1 day	Thu 10/14/21	Fri 10/15/21
0%	Deliver go-live documents	0 days	Fri 10/15/21	Fri 10/15/21
0%	Configure AOC updates to PROD	0 days	Thu 10/28/21	Thu 10/28/21
0%	DataLoading and System Readiness	1 day	Thu 10/28/21	Fri 10/29/21
0%	Sanity Test Production Environment	1 day	Fri 10/29/21	Mon 11/1/21
0%	Production Environment Ready	0 days	Mon 11/1/21	Mon 11/1/21
0%	PC- Go-Live Support	14 days	Mon 11/1/21	Fri 11/19/21
0%	Execute Cutover & Go-Live Planning for PC	1 day	Mon 11/1/21	Tue 11/2/21
0%	Support Customer Go-Live onsite	3 days	Tue 11/2/21	Fri 11/5/21
0%	Initial Project Team Support (Remote)	10 days	Fri 11/5/21	Fri 11/19/21
0%	Payment Milestone 4 - PC- Pilot Go-live Complete	0 days	Fri 11/5/21	Fri 11/5/21
0%	Support and Maintenance Fee (Phase C Maintenance Invoice)	0 days	Fri 11/5/21	Fri 11/5/21
0%	Support Transition (internal)	1 day	Fri 11/19/21	Mon 11/22/21
0%	Support Handover	1 day	Fri 11/19/21	Mon 11/22/21
0%	Support Transition Completed	0 days	Mon 11/22/21	Mon 11/22/21
0%	Handover transition (customer)	2 days	Mon 11/22/21	Wed 11/24/21
0%	Update System Management document	1 day	Mon 11/22/21	Tue 11/23/21
0%	Deliver go live documentation to customer	0 days	Tue 11/23/21	Tue 11/23/21
0%	Design document updated with all enhancements/changes	1 day	Tue 11/23/21	Wed 11/24/21
0%	Deliver design docs to customer	0 days	Wed 11/24/21	Wed 11/24/21
0%	Review System management document with customer	1 day	Tue 11/23/21	Wed 11/24/21
0%	Project Closure	1.32 days	Mon 11/22/21	Tue 11/23/21
0%	Joint wrap-up session	1.32 days	Mon 11/22/21	Tue 11/23/21
0%	Phase C complete	0 days	Tue 11/23/21	Tue 11/23/21



Suffolk County Water Authority

0%	Payment Milestone 5 Phase C - Project Acceptance	0 days	Tue 11/23/21	Tue 11/23/21
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Approvals

IFS Canada	Suffolk County Water Authority
Title:	Title
Signature: _____	Signature: _____
Name:	Name:
Date:	Date:

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

INTEROFFICE CORRESPONDENCE

DATE: September 17, 2021

TO: Jeff Szabo, Chief Executive Officer

FROM: Elizabeth Vassallo, Chief Financial Officer



SUBJECT: WATERISAC ANNUAL MEMBERSHIP

The Authority is a member of WaterISAC utilizing comprehensive resources and tools for water security. Membership began during 2017 and requires annual renewal. The 2020 membership paid May 20, 2020, in the amount of \$5,249 dollars requires Board approval.

The WaterISAC membership for 2021, in the amount of \$5,500 dollars, requires Board approval. Both invoices are part of the members invoice packets for approval.

EV:ms

c: R. Bova

FIN-21-104

**SUFFOLK COUNTY WATER AUTHORITY
Laboratory**

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: **September 9, 2021**

TO: **Jeffrey Szabo, CEO**

FROM: **Kevin Durk, Director of Water Quality & Laboratory Services**

SUBJECT: **Laboratory Purchase from Teledyne Tekmar**

The Laboratory will need to purchase one Lumin Purge and Trap Concentrator (PTC) unit and one Aquatek LVA Autosampler. These units attach to a GC/MS instrument (Gas Chromatograph with a Mass Spectrometer detector to perform Volatile Organic Chemical (VOC) analysis by GC/MS. The Autosampler automates the sample preparation, and the PTC performs the sample preparation required for the analysis.

For reasons of economy and efficiency the Laboratory has standardized on the Teledyne Tekmar units, and currently has three GC/MS instruments with these units. The Lumin Purge and Trap Concentrator (PTC) and Aquatek LVA Autosampler will be purchased to replace older instrumentation.

Teledyne Tekmar is the sole manufacturer and distributor of the Lumin and Aquatek units. The total cost for this purchase, including the necessary accessories and shipping, would be approximately \$37,150.50. The Laboratory would like to purchase these units from Teledyne Tekmar and recommends this purchase to maintain the required monitoring for VOCs.

If you concur, we would like to request the Board's approval to purchase a Lumin Purge and Trap Concentrator (PTC) and Aquatek LVA Autosampler from Teledyne Tekmar of Mason, Ohio for the amount not to exceed \$37,150.50.

If you have any questions or need additional information, I am available at your convenience. Thank you for your consideration of this matter.

Federal ID No: 95-4888283

Quote No: 00060015 Rev: 3 Print Date: 8/24/2021

Sold To:
 Suffolk County Water Auth
 Accts Payable
 PO Box 38
 Oakdale, NY 11769

Sales Quotation

Bill To:
 Suffolk County Water Auth
 Accts Payable
 PO Box 38
 Oakdale, NY 11769

Ship To:
 Suffolk County Water Authority
 260 Motor Parkway
 Hauppauge, NY 11788

Customer Reference	Customer Contact	Email	Delivery Terms	
Erik Mallory 860-677-5017	BOAS, FRANCISCO 631-218-1115	francisco.boas@scwa.com	Domestic ONLY-Origin - Prepaid & Add	
Quotation Valid Until	Teledyne Contact	Teledyne Phone	Payment Terms	Payment Mode
9/24/2021	Jordan, Deborah Ann	603-521-3222	Net 30	CHECK
SUBMIT ORDERS TO:			Named Destination	Creation Date
Teledyne Tekmar, 4736 Socialville Foster Road, Mason OH 45040. Email: tekmar_csc@teledyne.com				5/10/2021

Line	Item Number	Description	U/M	Quantity	Unit Price	Amount
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Installation charges included on this quotation will invoice separately. Thank you.

0	15-2500-100	Lumin, 115V Lumin Purge and Trap Sample Concentrator 115V. Includes 60" inert heated transferline, inert tubing and treated fittings throughout the sample pathway, heated sample mount, water removal system, U-Trap technology, 5 ml frit sample sparger, Vocarb 3000 trap, #9 trap, spare fuses, instruction manual, and USB interface capability. Includes Lumin Teklink software. Requires for operation a PC with CD-ROM drive running Microsoft Windows 7 or newer. Also requires the appropriate GC or GC/MS interface cable. Lead time: 21 Days ARO	ea	1.00	16,600.50	16,600.50
0	14-6689-086	CABLE ASSY, TEKMAR TO HP 6890 SERIES GC Interface, HP 6850, 6890, 7890, 8890 GC Lead time: 21 Days ARO	ea	1.00	242.55	242.55
0	14-8922-000	KIT, FRIT SPARGE, 25ML, VELOCITY/STRATUM Sparger kit, 25 mL fritted Lead time: 21 Days ARO	ea	1.00	101.85	101.85

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Continued***

Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's General Terms and Conditions of Sale, which can be found at the applicable Teledyne company internet website listed below. Teledyne Tekmar is a registered business name of Teledyne Instruments, Inc., a subsidiary of Teledyne Technologies Incorporated. Teledyne Ethics Line 1-877-666-6968.

Federal ID No: 95-4888283

Quote No: 00060015 Rev: 3 Print Date: 8/24/2021

 Sold To:
 Suffolk County Water Auth
 Accts Payable
 PO Box 38
 Oakdale, NY 11769

Sales Quotation

 Bill To:
 Suffolk County Water Auth
 Accts Payable
 PO Box 38
 Oakdale, NY 11769

 Ship To:
 Suffolk County Water Authority
 260 Motor Parkway
 Hauppauge, NY 11788

Customer Reference	Customer Contact	Email	Delivery Terms	
Erik Mallory 860-677-5017	BOAS, FRANCISCO 631-218-1115	francisco.boas@scwa.com	Domestic ONLY-Origin - Prepaid & Add	
Quotation Valid Until	Teledyne Contact	Teledyne Phone	Payment Terms	Payment Mode
9/24/2021	Jordan, Deborah Ann	603-521-3222	Net 30	CHECK
SUBMIT ORDERS TO:			Named Destination	Creation Date
Teledyne Tekmar, 4736 Socialville Foster Road, Mason OH 45040. Email: tekmar_csc@teledyne.com				5/10/2021

Line	Item Number	Description	U/M	Quantity	Unit Price	Amount
0	15-0545-567	Sample Loop 25ml, AQUATEk LVA Lead time: 21 Days ARO	ea	1.00	423.15	423.15
0	15-3800-000	AQUATEk LVA Universal Voltage AQUATEk LVA Liquid Autosampler, universal voltage with 5mL PEEK sample loop. Including 84 vial (40mL) capacity, 2 position variable dosing standard valves. Includes chiller tray, blank water reservoir, start up kit, required software for Lumin and Stratum operation, and 1 year warranty Lead time: 21 Days ARO	ea	1.00	17,082.45	17,082.45
0	VOCINSTALSERV	VOC Installation Lead time: 21 Days ARO	ea	1.00	2,200.00	2,200.00

Shipping & Handling 500.00

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Total Amount	37,150.50 USD
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Seller's Offer, and any order issued by Buyer to Seller for the goods and/or services specified herein, is strictly limited to Seller's General Terms and Conditions of Sale, which can be found at the applicable Teledyne company internet website listed below. Teledyne Tekmar is a registered business name of Teledyne Instruments, Inc., a subsidiary of Teledyne Technologies Incorporated. Teledyne Ethics Line 1-877-666-6968.

**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: September 13, 2021

TO: **Jeffrey Szabo, Chief Executive Officer**
Janice Tinsley, Deputy CEO Customer Service
Marlon Torres, Director of Purchasing

FROM: **Richard Reinfrank, Director Customer Service**

SUBJECT: **Request to Purchase “Octave” Meter**

Periodically, it is necessary to replace the interconnection meters between SCWA and the water districts that we supply. In some cases, these meters must be able to measure the water flow in both directions; forward and backward.

We have reached out to Neptune Technology, Inc., our current contracted supplier, and other known vendors to locate the proper meters that perform this function. Our search has resulted in locating only one vendor, Master Meter, Inc. 101 Regency Parkway, Mansfield, TX 76063 through their distributor, Ferguson Waterworks, 2619 Medford Avenue, Medford, NY 11763.


Master Meter produces the “Octave” ultra-sonic line of meters that include a register that is compatible with Itron ERTs and provides independent bi-directional positive flow totals. It is necessary to have separate meter readings for these meters to properly bill the customer.

At this time, we are requesting to purchase two of these meters, one 6” and one 8”, at a total cost of \$8687.00.

Thank you for your consideration of this matter.

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

INTEROFFICE CORRESPONDENCE

DATE: September 13, 2021
TO: Jeffrey W. Szabo, CEO
FROM: Timothy J. Kilcommons, P.E., Chief Engineer/Dir. R&D 
SUBJECT: Steps for Existing Generator Enclosures

Existing SCWA generators have enclosures that require our employees to step up and into the enclosures. The step up is approximately 19 inches high and this has caused concerns with our employees. The Safety Committee has asked for a solution to this problem. To address it, we designed an aluminum step that can be easily installed on the existing concrete walkway outside the generator enclosure. To date forty-five (45) steps have been installed, leaving approximately 20 generators that still need a new step.

An RFQ was sent to three vendors for the fabrication of twenty (20) Steps; we only received one quote as shown in the table below:

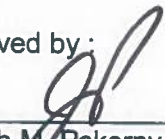
Sims Steel Corp.	Tebbens Steel, LLC	Formac Welding, Inc.
Lindenhurst, NY	Calverton, NY	Huntington Station, NY
\$825.00 per step	No Bid	No Bid
\$16,500.00 total	\$0.00 total	\$0.00 total

Back in November 2019 we purchased forty-five (45) steps from Sims Steel Corp. for a price of \$610.00 per step. The price increase is due to steep increases in raw material costs over the past 2 years.

We are recommending award to Sims Steel Corp. in the amount of \$16,500.00.

If this meets with your approval, please place on the agenda for the September 2021 Board meeting.

Approved by :



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



Date

Sims Steel Corp

650 Muncy Avenue
Lindenhurst, NY 11757
631-587-8670
Fax 631-587-2077



Quote

170592

9/1/2021

Page 1 of 1

Bill To
SCWA - ACCTS PAYABLE
P.O. BOX 38

OAKDALE, NY 11769

Ship To
Rev * 3
Bayshore - Water
180Fifth Ave
Bayshore, NY 11706

(631) 563-0216

Fax (631) 218-1161

PO #	Terms	Ship Via	Customer ID	Salesperson
	NET 30	OUR TRUCK	LK COUNTY WATER AUTH	DENIS

<i>Qty</i>	<i>UofM</i>	<i>Description</i>	<i>Price U of M</i>	<i>Ext Price</i>
20	PC	Generator Entry Step (Aluminum) X 12" X 36" Made to print	\$825.00 PC	\$16,500.00

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do this work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Subtotal	\$16,500.00
Freight	\$0.00
Tax	\$0.00
Total	\$16,500.00

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

INTER-OFFICE CORRESPONDENCE

DATE: September 20, 2021
TO: Jeffrey Szabo, CEO
FROM: Michael O'Connell, Director of Production Control *Michael O'Connell*
SUBJECT: Request for Approval – Purchase of UV Lamps for AOP

The Authority placed it's first AOP treatment system for 1,4-dioxane removal in service on March 1, 2018. This AOP system utilizes an ultraviolet light reactor manufactured by Trojan Technologies. The reactor contains 72 UV lamps that have a projected life of 10,000 hours. Based upon the amount of run hours for this system over the past 3 ½ years, we have well exceeded the 10,000-hour mark for these bulbs. We have changed 6 of the bulbs in the past 3 years and are expecting the rate of change to increase.

We have received a price quote from Trojan Technologies for replacement bulbs. The least expensive unit cost would be to purchase all 72 bulbs at once. This would however use up our entire AOP Maintenance budget line for the year. Therefore, I am proposing to purchase 40 spare lamps at a unit cost of \$379.05 per lamp. This quantity should be sufficient for the remainder of this fiscal year. Our intention from this point on will be to always maintain a minimum stock of 10 to 15 lamps. Trojan Technologies is the sole source for these lamps as they hold the patent and only Trojan lamps will fit a Trojan reactor.

I am therefore requesting Board approval to purchase 40 spare UV lamps from Trojan Technologies for a total cost of \$15,162.00. I hope that you will look favorably upon this purchase request.

CC: J. Pokorny
M. Torres
A. Clare

Approved: J. Pokorny





A TROJAN TECHNOLOGIES BUSINESS

A division of Trojan Technologies Group ULC
3020 GORE ROAD
LONDON, ONTARIO, CANADA N5V 4T7
T 519.457.3400 F 519.457.3030 www.trojanuv.com

QUOTE

Original

QUOTE FOR: SUFFOLK COUNTY WATER AUTHORITY
ATTN: ACCOUNTS PAYABLE
P.O. BOX 38
OAKDALE, NY
11769
UNITED STATES

SHIP TO: SUFFOLK COUNTY WATER AUTHORITY
180 FIFTH AVE
BAY SHORE, NY
11706
UNITED STATES

FOR CUSTOMER SERVICE, CONTACT MIKE D'ORIA
VOICE - 1-800-294-2150
FAX - 1-800-291-0205
EMAIL - southernus@trojanuv.com

FORWARD AGENT:
CUSTOMER #: 894155
QUOTE #: 124981
QUOTE DATE: 09-16-2021
REFERENCE: PJ#112340
LOB: E97 AFTERMARKET

We thank you for your inquiry.

Table with 4 columns: QTY UNIT, ITEM, PRICE UNIT, AMOUNT. Contains two rows of item details including quantities, item descriptions (LAMP, GA64T6HE ANGLE BASE), and prices.

Summary table with 3 columns: GOODS, COSTS, TOTAL USD. Shows a total of 39317.79.

DELIVERY TERMS: NO URGENCY FOR DELIVERY
PAYMENT TERMS:
FREIGHT MAY BE ADDED TO THE TOTAL OF THIS QUOTE ONLY IF REQUESTED.
SUBJECT TO SALES TAX, WHERE APPLICABLE. Tax to be included if not tax exempt.
THIS QUOTE EXPIRES: 10-16-2021
GST# R105405385

U.S. CUSTOMERS MUST PROVIDE SHIP TO'S FEDERAL I.D. #'s
FOR SHIPPING PURPOSES UPON RECEIPT OF A FORMAL PURCHASE ORDER.
SOLD: SHIP:

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

INTER-OFFICE CORRESPONDENCE

DATE: September 17, 2021
TO: Jeffrey Szabo, CEO
FROM: Michael O'Connell, Director of Production Control *Michael O'Connell*
SUBJECT: Request for Approval – Purchase of SCADA Radios

The Authority utilizes hundreds of Landis and Gyr Series IV Spread Spectrum Radios for SCADA communications between well fields, tanks, booster stations and the Control Center. Replacement radios have always been purchased on an annual contract which for the many years was held by Score Engineering in Massachusetts. Score Engineering did not renew their last contract and we had no bidders on a replacement contract.

We are currently extremely low on replacement radios and although they do not fail often, they on occasion do fail. We have found an alternative Landis and Gyr dealer located in Syracuse, NY. Stuart C. Irby Company has provided SCWA with a price quotation for 25 outdoor radios and 12 indoor radios for a total cost of \$82,465.00. This particular model of radio has been phased out and this would be a custom order. Landis and Gyr expects to have a new replacement to this model available in early 2022.

The purchase of these radios would give us enough inventory for at least the next 18 months. By that time a replacement model should be available. I am therefore requesting Board approval to purchase spare Landis and Gyr Series IV Radios from Stuart C Irby Company for a total cost of \$82,465.00 as outlined on the attached price quotation. I hope that you will look favorably upon this purchase request.

CC: J. Pokorny
M. Torres

Approved: J. Pokorny



Quotation



STUART C IRBY BR453 SYRACUSE
4583 BUCKLEY ROAD
LIVERPOOL NY 13088-2508
315-622-0020 Fax 315-622-0025

QUOTE DATE	ORDER NUMBER
09/14/21	S012630160
REMIT TO: STUART C IRBY CO POST OFFICE BOX 741001 ATLANTA GA 30384	PAGE NO. 1

SOLD TO:
 CASH SALE BR453 SYRACUSE
 DO NOT MAIL INVOICES
 LIVERPOOL, NY 13088

SHIP TO:
 CASH SALE BR453 CONTRACTOR
 SUFFOLK COUNTY WATER AUTHORITY
 180 FIFTH AVENUE
 BAY SHORE, NY 11706

** C.O.D. ** C.O.D. ** C.O.D. **

ORDERED BY: Michael O'Connell

CUSTOMER NUMBER		CUSTOMER ORDER NUMBER		JOB/RELEASE NUMBER		OUTSIDE SALESPERSON	
204429						HOUSE ACCOUNT BR 453	
INSIDE SALESPERSON		REQD DATE		FRGHT ALLWD		SHIP VIA	
Junell R Wen		09/14/21		No			
ORDER QTY	SHIP QTY	LINE	DESCRIPTION			Prc/UOM	Ext Amt
25EA		1	^LAND 26-1311 Series 4 DA Router w/ Integrated Filter (outdoor) Size 11.82W x 9.30D x 4.07H inches ***** L+G does not have a Lead time Available L+G will see what they can come up with product Availablity*** No guarnatee on product & availablility for this product has End of life Replacement product avaiable early 2022 *****			2725.000EA	68125.00
12EA		2	^LAND 26-1309 Landis+Gyr Series 4 IWR Radio 4.25W x 5.77D x 1.72H inches ***** L+G does not have a Lead time Available L+G will see what they can come up with product Availablity*** No guarnatee on product & availablility for this product has End of life Replacement product avaiable early 2022 *****			1195.000EA	14340.00

*** This is a quotation ***

Prices firm for acceptance within 30 days with the exception of commodity prices which are subject to change daily. Quotation is void if changed. Complete quote must be used unless authorized in writing.

OUR PRODUCT AND SERVICES ARE SUBJECT TO, AND GOVERNED EXCLUSIVELY BY, OUR TERMS AND CONDITIONS OF SALE, WHICH ARE INCORPORATED HEREIN AND AVAILABLE AT www.irby.com/terms. ADDITIONAL OR CONFLICTING TERMS ARE REJECTED, VOID AND OF NO FORCE OR EFFECT.

Subtotal	82465.00
S&H CHGS	0.00
Sales Tax	7112.61
TOTAL	89577.61

** Reprint ** Reprint ** Reprint **

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

TO: Jeffrey Szbo, Chief Executive Officer

FROM: Timothy J. Hopkins, Chief Legal Officer 

DATE: September 16, 2021

RE: Reservist Differential Pay

Under 5 U.S.C. 5538, federal employing agencies must make differential payments to eligible federal civilian employees who are members of the Reserve of the National Guard (“reservists”) who are called or ordered to active duty under certain specified provisions of law. Federal agencies must provide a payment, called a “reservist differential,” equal to the amount by which an employee’s projected civilian “basic pay” for a covered pay period exceeds the employee’s actual military “pay and allowances” for a given pay period.

Guidelines for the implementation of reservist differential pay were established by the U.S. Office of Personnel Management (OPM). A copy of the same is attached for your information.

While this law only applies to federal employers, many state and municipal employers have adopted a program or policy for providing reservist differential pay for their employees. For example, New York State has a military stipend for New York State employees that maintains their civilian pay level, and New York City has a similar program.

If the SCWA would like to establish a reservist differential pay policy, I would recommend the following resolution:

Resolved, That the Authority hereby establishes a reservist differential pay policy in accordance with the provisions of 5 U.S.C. 5538, and that the Authority utilize the U.S. Office of Personnel Management Policy Guidance Regarding Reservist Differential under 5 U.S.C. 5538, as the same may change from time to time, to implement such policy.

**OPM Policy Guidance
Regarding Reservist Differential under 5 U.S.C. 5538**

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Appendices

- Appendix A – Statutory Provision (5 U.S.C. 5538)
- Appendix B – Definitions
- Appendix C – Civilian Basic Pay
- Appendix D – Military Duty and Compensation
- Appendix E – Example

NOTE: See www.opm.gov/policy-data-oversight/pay-leave/pay-administration/#url=Reservist-Differential for additional information. See Chronological Summary of Changes at the end of this document for notes regarding changes made to the guidance over time.

OPM Policy Guidance

Regarding Reservist Differential under 5 U.S.C. 5538

I. Overview

This document provides guidance to agencies on implementing a new law providing differential payments to eligible Federal civilian employees who are members of the Reserve or National Guard (hereafter referred to as “reservists”) called or ordered to active duty under certain specified provisions of law.

This new law is codified in 5 U.S.C. 5538, which was added by section 751 of the Omnibus Appropriations Act, 2009 (Public Law 111-8, March 11, 2009), as amended by section 745 of the Consolidated Appropriations Act, 2010 (Public Law 111-117, December 16, 2009). Section 5538 became effective on the first day of the first pay period beginning on or after March 11, 2009 (i.e., March 15, 2009, for executive branch employees on the standard biweekly payroll cycle). Pending issuance of regulations, agencies should follow this guidance in applying section 5538, including retroactive application to the period between March 15 and the original issuance date of this guidance (December 8, 2009).

Under section 5538, Federal agencies must provide a payment—hereafter referred to as a “reservist differential”—equal to the amount by which an employee’s projected civilian “basic pay” for a covered pay period exceeds the employee’s actual military “pay and allowances” allocable to that pay period. The reservist differential is not payable for periods during which the employee is receiving civilian basic pay for performing work or using civilian paid leave or other paid time off. (This requirement is accomplished by a special adjustment, as described in section VII.B.)

The guidance in this document addresses coverage, definitions, computation methods, procedures, interactions with other laws, and other relevant subjects.

II. Coverage

A. Covered Agencies

Section 5538 and this guidance apply to all agencies within the Federal Government unless the agency is excluded from coverage by other provision of law. The term “Federal Government” includes any Federal executive agency, the legislative branch of the United States, and the judicial branch of the United States. For this purpose, the term “executive agency” includes (1) any Executive agency as defined in 5 U.S.C. 105 [excluding an intelligence agency referred to in 5 U.S.C. 2302(a)(2)(C)(ii)], (2) the United States Postal Service, (3) the Postal Regulatory Commission, and (4) any nonappropriated fund instrumentality.

Employees of a covered agency or subcomponent thereof may be excluded from coverage in certain circumstances. (See discussion of Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) employees in section II.B.)

While intelligence agencies referred to in 5 U.S.C. 2302(a)(2)(C)(ii) are excluded from the definition of “Federal Government” based on section 5538(f)(1) and 38 U.S.C. 4303(5)-(6), those agencies are included as an “employing agency” under section 5538(c). (In section 5538, see subsection (f)(2) and the use of the term “employing agency” in subsection (c)(1).) Therefore, those intelligence agencies

are covered by the payment provisions in section 5538(c) (and related regulations) but not by the provisions in subsections (a) and (b) of section 5538. Section 5538(e)(1) requires the head of each such intelligence agency to prescribe, in consultation with OPM, procedures to ensure that the rights under section 5538 apply to that agency's employees.

B. Covered Employees

Section 5538 and this guidance apply to all employees of a covered agency who meet applicable eligibility conditions, excluding the following categories of employees:

1. Employees of FAA (who are not covered by section 5538 based on 49 U.S.C. 40122(g));
2. Employees of TSA (who are not covered by section 5538 based on 49 U.S.C. 114(n));
3. Any other category of employee that is excluded from coverage under section 5538 by operation of law; and
4. Any category of individuals for whom there is a statutory provision expressly stating that the individual is not considered an employee of the Federal Government for any purpose (or is considered an employee of the Federal Government for limited purposes, not including section 5538).

As provided by 5 U.S.C. 5538(e)(2), the FAA Administrator must, in consultation with OPM, prescribe procedures to ensure that the rights under 5 U.S.C. 5538 apply to FAA employees. For other excluded employees, the employing agency may choose to implement a similar or parallel reservist differential program under any applicable authorities.

A covered employee is a person employed by an employer. (See 5 U.S.C. 5538(f)(1) and 38 U.S.C. 4303(3)-(4).) An individual is considered to be an "employee" of an agency if there is an employer-employee relationship, consistent with principles followed for purposes of employer taxes, Fair Labor Standards Act overtime pay, or acquisition regulations (see 48 CFR 37.104). An individual can be considered an "employee" even if he or she does not have an appointment in the civil service or otherwise meet the requirements in 5 U.S.C. 2105. An independent contractor who does not have an employer-employee relationship is not considered an employee.

An individual who separates from Federal service would lose any eligibility for the reservist differential effective on the date of separation, since no civilian basic pay would otherwise be payable to a separated employee. (See 5 U.S.C. 5538(a)(1).)

III. Qualifying Periods

A reservist differential under section 5538 is payable to a covered employee during a qualifying period during which the employee meets **both** of the following conditions:

1. The employee is absent from a Federal civilian position in order to perform active duty in the uniformed services pursuant to a call or order to active duty under a provision of law referred to in 10 U.S.C. 101(a)(13)(B), as described in Part 1 of Appendix D, and is serving on such active duty; **and**
2. The employee is entitled to reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA - 38 U.S.C. chapter 43) for such active duty.

NOTE: Effective on the first pay period beginning on or after December 16, 2009, section 745 of Public Law 111-117 amended 5 U.S.C. 5538 to clarify that the reservist differential is not payable for periods following completion of active duty. The treatment of prior pay periods is addressed in the “Reservist Differential Policy Guidance Supplement”, which is posted as a separate document on OPM’s Website at www.opm.gov/policy-data-oversight/pay-leave/pay-administration/#url=Reservist-Differential.

If an employee is placed in military nonpay status for conduct-related reasons (e.g., AWOL, confinement, or desertion) during qualifying active duty, the days on which the employee has such status are not considered to be qualifying days for the purpose of computing the reservist differential. For the purpose of applying section 5538, the employee is not considered to be performing or serving on active duty during such periods of military nonpay status. Those nonqualifying days will not be used in computing the reservist differential for any affected pay period. The computation of military pay and allowances and projected civilian basic pay will be based solely on qualifying days. (See sections V and VI for additional details.) This ensures that the affected employee experiences the intended loss of pay, avoiding an absurd result that would clearly be contrary to the intent of Congress. If an individual is separated from military service for misconduct or other reasons that terminate USERRA reemployment rights, entitlement to the reservist differential would also terminate at the time of such separation.

Under section 5538(b)(2), an employee may not receive a reservist differential for a period for which the employee receives basic pay for either the performance of work or the use of any kind of paid leave or other paid time off. Thus, if an employee receives civilian basic pay for the entire tour of duty for a biweekly pay period that falls entirely within a qualifying period, no reservist differential may be received for that biweekly pay period. If an entire biweekly pay period falls within a qualifying period and an employee receives civilian basic pay for a portion of the pay period (through paid work or paid time off), this statutory requirement will be met through the methodology used in computing the amount of the reservist differential. (See adjustment for paid hours under section VII.B.) Paid time off includes military leave, annual leave, sick leave, other applicable paid leave, excused absence, holiday time off, time off as an award, compensatory time off, credit hours, or any other paid time off to the employee’s credit. The employee must meet the normal requirements associated with use of any particular type of paid time off.

A qualifying period may begin or end in the middle of an employee’s civilian biweekly pay period. Since the days before or after the qualifying period are not qualifying, those days will not be used in determining the reservist differential for the pay period. The computation of military pay and allowances and projected civilian basic pay for a pay period will be based solely on days within the qualifying period. Thus, in computing projected civilian basic pay, it will be necessary to determine what days and hours the employee would have worked during the qualifying portion of the pay period. (See sections V, VI, and VII.B for additional details.)

NOTE: While executive branch employees generally have biweekly pay periods, certain Federal employees may have a monthly pay period. This guidance is generally written based on the presumption that a biweekly pay period applies. Generally, the guidance applies equally to a pay period of a different length (e.g., monthly).

IV. Civilian Pay and Leave Status

The receipt of a reservist differential does not affect an employee’s civilian pay and leave status. OPM views the reservist differential as a payment not related to the performance of civilian duty. Furthermore, the reservist differential does not involve assigning an amount of pay to specific individual hours, but is

computed based on a comparison of pay for a whole pay period. Accordingly, even though an employee may be receiving a reservist differential, OPM still considers the employee to be in a leave without pay (LWOP) status unless he or she substitutes paid leave or other paid time off for specific hours. In other words, other provisions and entitlements that are linked to an employee's pay and leave status are not affected by the reservist differential. For example, as applicable, an employee receiving a reservist differential—

- Would be considered to be in LWOP-US status (signifying coverage under USERRA as documented by Nature of Action Code 473);
- Would be covered by the special life insurance provisions in 5 U.S.C. 8706(d) related to LWOP status;
- Would be considered to be placed in LWOP status for purpose of triggering the extended 2-year health benefits continuation period under 5 U.S.C. 8906(e)(3); and
- Would be subject to the same requirements that currently govern entitlement to holiday time off (with the reservist differential having no effect). (See additional information on holidays later in this section.)

The language in section 5538 clearly indicates that employees are not in a civilian pay status when in receipt of the reservist differential. Section 5538(c)(2) provides that an employing agency must pay the reservist differential from the same appropriation or fund that would be used to pay the employee "if such employee were in a pay status."

The reservist differential is not civilian basic pay for any purpose (e.g., retirement, life insurance, severance pay). It is simply a supplemental payment that is computed using a mathematical comparison of projected civilian basic pay and military pay and allowances. Section 5538(a) speaks of the basic pay that "would otherwise have been payable" but for the interruption of employee's civilian employment. In other words, unlike military leave, the reservist differential does not cause the employee to be placed in a paid leave status, but is providing a special type of payment during periods of unpaid leave.

During a qualifying period, an employee may use various types of paid time off, subject to the normal conditions and requirements. However, as discussed in section III, an employee may not receive a reservist differential for any period for which he or she receives any kind of paid time off. The employee will be considered to be in a civilian pay status during periods of paid time off.

An employee may continue to use military leave, as applicable.

- Regular military leave under 5 U.S.C. 6323(a) – providing 15 days of leave each fiscal year with no military pay offset (i.e., full military and civilian pay); and
- Special military leave for contingency operations or law enforcement purposes under 5 U.S.C. 6323(b) – providing up to 22 days of leave each calendar year but with civilian pay offset by the amount of military pay allocated to those leave days, as required by 5 U.S.C. 5519).

In considering whether to use special military leave under section 6323(b) or to receive a reservist differential, employees should take into account the following facts:

- When payments for military leave are offset by military pay, only civilian workdays are considered. Thus, an employee on military leave under section 6323(b) for a biweekly pay period can receive 10 days of paid leave (offset by military pay for those days) plus 4 days of

military pay for the civilian nonworkdays (i.e., for most employees, weekend days). This means the total pay for the period can exceed the regular civilian pay for the period.

- The amount of the reservist differential depends solely on the amount of civilian basic pay, while the payment for military leave may reflect additional types of civilian pay.

An employee may continue to choose to use annual leave or other applicable paid leave or other paid time off, as appropriate, during a period of active duty. As required by 5 U.S.C. 6323(b), sick leave may not be used during a period of duty as a reservist that meets the conditions in that subsection.

An employee is entitled to pay for a holiday (as a separate payment under the normal holiday pay provisions) only if the employee is in civilian pay status on the workday before or after the holiday. As noted above, the reservist differential does not place the employee in civilian pay status. If the employee is entitled to pay for a holiday, the reservist differential would not be payable for that holiday, since pay for a holiday is a form of paid time off. Regardless of whether or not the employee is entitled to actual pay for a holiday under the normal holiday pay provisions, the regular basic pay for the holiday would be included as part of projected civilian basic pay that is compared to military pay and allowances in computing any reservist differential. (See sections V and VII. Note that if the employee is entitled to a paid holiday under the normal holiday pay provisions, an adjustment would be made under section VII.B to prevent receipt of the reservist differential for the holiday hours.)

The policy on excused absence for employees returning home from active duty (see OPM Compensation Policy Memoranda (CPM) 2008-12 and 2008-21) after each deployment in support of an Overseas Contingency Operation continues until that policy is modified or rescinded. The reservist differential would not be payable for periods of excused absence, since it is a form of paid time off. Again, this will be accomplished through the adjustment described in section VII.B.

V. Projected Civilian Basic Pay

Computation of the reservist differential requires projecting the gross amount of civilian “basic pay” that would otherwise have been payable to an employee for each pay period within a qualifying period if the employee’s civilian employment had not been interrupted by military active duty. The definition of “civilian basic pay” used in this guidance document is found in Appendix C.

A. Civilian Tour of Duty

The first step in projecting an employee’s civilian basic pay is to identify (1) the employee’s civilian biweekly tour of duty established for leave usage purposes and (2) the pay computations that apply in computing basic pay for that tour of duty.

For most full-time employees, the biweekly tour of duty established for leave usage purposes consists of 80 hours. For such an employee, the typical pay computation rules require multiplying 80 hours times the employee’s hourly rate of basic pay (including locality pay or other pay that is creditable basic pay in applying section 5538, as shown in Appendix C). This computation is not affected by the use of flexible or compressed work schedules, since full-time employees on those schedules also have an 80-hour basic work requirement.

For a part-time employee, use the part-time biweekly tour of duty established for leave usage purposes.

For an employee with an uncommon tour of duty under 5 CFR 630.210, use the hours in the uncommon tour (e.g., 144 hours for certain firefighters that work six 24-hour shifts). Special pay computation rules generally apply to employees on uncommon tours of duty; however, any payments that are not considered civilian basic pay (as defined in Appendix C) must be disregarded in this computation.

For an employee with an established work schedule for which the number of hours varies across biweekly pay periods because of a rotating cycle, an agency may (1) adjust the projected civilian basic pay each pay period consistent with the established cycle or (2) use the average number of hours in the employee's civilian biweekly tour over a full cycle to compute an average civilian basic pay.

For an employee with a full-time or part-time seasonal work schedule, identify the established work season and the hours in the biweekly tour of duty established for leave usage purposes during that season. The reservist differential will be payable only during periods corresponding with the established work season when basic pay would have otherwise been payable.

For an employee with an intermittent work schedule, there is no established tour of duty for leave usage purposes. Therefore, the agency must identify the average biweekly non-overtime hours over an appropriate period of time (e.g., 6-month period or lesser period if the employee has been in the position with the intermittent work schedule for less than 6 months). For employees with a seasonal intermittent schedule, base the average on periods within the established work season.

For other types of employees who are not covered by a leave system (e.g., certain Presidential appointees), there is no established tour of duty for leave usage purposes. Instead, the agency must determine an appropriate tour of duty that will be used for the purpose of applying the reservist differential provision—e.g., for employees with no fixed schedule who are receiving a full-time salary, the agency may deem the tour of duty to be 8 hours per workday with five workdays, Monday through Friday.)

NOTE: While executive branch employees generally have biweekly pay periods, certain Federal employees may have a monthly pay period. In these cases, the agency will need only to establish a method of determining the basic pay attributable to days within the qualifying period—to deal with situations in which the qualifying period begins or ends in the middle of a calendar month.

B. Basic Pay Adjustments

Section 5538 requires employing agencies to compute the civilian basic pay (as defined by OPM—see Appendix C) that would otherwise have been payable to an employee for each affected pay period but for the interruption of civilian service because of a call or order to active duty. This means that an agency must adjust an employee's rate of basic pay as it would have been adjusted but for the interruption of military active duty. This adjustment is only for purposes of making the comparison of projected civilian basic pay and military pay and allowances used in computing the reservist differential. These adjustments do not affect an employee's actual basic pay entitlement.

In determining the pay adjustments that would have occurred but for the interruption of military active duty, agencies should follow policies consistent with those used to determine an employee's rate of basic pay upon reemployment under USERRA, as codified in 38 U.S.C. chapter 43. (See also 5 CFR part 353, subparts A and B.) Under USERRA, employees are credited with any pay adjustment that, with "reasonable certainty," would have been made but for service in the uniformed services. (While USERRA requires setting an employee's prospective rate of pay upon

reemployment following military service, section 5538 requires determining an employee's entitlement to a differential payment that is made on an ongoing, real-time basis during military active duty. Thus, agencies and payroll providers will need to develop procedures to provide a current projection of civilian basic pay each pay period for the purpose of computing the reservist differential under section 5538.)

The following pay adjustments should be applied in computing an employee's projected current rate of civilian basic pay:

- General (annual) pay adjustments in basic pay (including locality pay and special rate adjustments);
- Within-grade increases (generally based on longevity and acceptable performance);
- Career ladder promotion increases (if promotion would have occurred with reasonable certainty);
- Performance-based basic pay adjustments (to the extent the amount of the adjustment would have been attained with reasonable certainty); and
- Other basic pay adjustments that would have been received with reasonable certainty.

A projected adjustment takes effect at the time the adjustment otherwise would have been made but for interruption of military active duty. This means that, even if an employee is actually in leave without pay (LWOP) status, the employee must be treated as if he or she is in pay status when applying pay adjustment rules (because the employee would have been in pay status but for the interruption of military active duty). Thus, for example, LWOP periods occurring within a qualifying period would not reduce creditable service in applying the rules governing General Schedule within-grade increases.

C. Biweekly Total Civilian Basic Pay

Using the rates of basic pay projected for a given biweekly pay period (after making adjustments as described in section V.B), compute the total amount of projected civilian basic pay for that pay period. Consider only pay periods that contain days within the qualifying period. Do not include projected civilian basic pay for (1) days that fall outside the qualifying period (i.e., days before the beginning of the qualifying period in the first affected pay period and days after the beginning of the qualifying period in the last affected pay period) or (2) days on which the employee is in military nonpay status for conduct-related reasons (e.g., AWOL, confinement, or desertion).

Base the computation on the established biweekly tour of duty as described in section V.A. At this stage, ignore any hours in the tour of duty for which the employee receives civilian pay (paid civilian work or paid time off). (Appropriate adjustments will be made for paid hours under the computation methodology described in section VII.) However, if the entire civilian tour of duty is covered by paid hours, then no computation of civilian basic pay is necessary for that period, since no reservist differential will be payable in that case.

If an agency later determines that the computed amount of basic pay was incorrect, it must correct the basic pay assigned to the given pay period and correct the reservist differential for that pay period. The agency may adjust a future reservist differential payment to address any overpayment or underpayment. If reservist differential payments associated with a period of active duty have stopped, the agency should handle any outstanding overpayment or underpayment in accordance with normal procedures. For an overpayment, follow the normal debt collection procedures. (See section VII.C.)

VI. Actual Military Pay and Allowances

Computation of the reservist differential requires determining the actual paid gross amount of military pay and allowances allocable to each pay period in a qualifying period. The definition of “military pay and allowances” used in this guidance document is found in part 2 of Appendix D. The table below shows the steps that must be followed to determine the amount of military pay and allowances allocable to a given biweekly pay period.

Table VI-1 Allocation of Military Pay and Allowances to a Civilian Pay Period	
Step 1	Identify affected months. Identify the calendar months that contain part of a qualifying period.
Step 2	Determine monthly amount of military pay and allowances. Determine the total monthly pay and allowances (as defined in part 2 of Appendix D) for each affected calendar month. Include gross pay and allowances before any forfeitures, reductions, deductions, or collections (e.g., excess leave). The reservist is responsible for providing his or her civilian employing agency with a copy of the employee's military leave and earnings statement for each month within the qualifying period. The civilian employing agency will determine the monthly amount based on the employee's military leave and earnings statements. (See Appendix D.)
Step 3	Compute military daily rate. For each affected calendar month, determine a daily rate of military pay and allowances by dividing the monthly total from Step 2 by the appropriate number of days, as explained in this step. For months in which the entire month falls within the qualifying period of active duty, divide the monthly total from Step 2 by 30 days. If the qualifying period of active duty begins or ends in the middle of the month, divide the monthly total from Step 2 by the actual number of days of qualifying active duty in that month. If a month contains days on which the employee is in military nonpay status for conduct-related reasons, subtract those days from the applicable number of days (i.e., 30 days for full months and total actual days of active duty for partial months) and divide the monthly total from Step 2 by that adjusted number of days. Round to the nearest cent.
Step 4	Allocate military pay and allowances to civilian biweekly pay period. For each civilian biweekly pay period within a qualifying period, allocate military pay and allowances to that biweekly period. This is done by identifying the number of calendar days within a biweekly pay period that fall within a given calendar month, and multiplying that number of days times the daily rate for that month. If a biweekly pay period covers parts of two calendar months, you will have two separate computations; if so, add the results of the two separate computations. The result is the allocated military pay and allowances for the biweekly pay period. (For example, if the military daily rate for April is \$200 and military daily rate for May is \$210, and if the given civilian biweekly pay period consists of 5 days in April and 9 days in May, then the total military pay and allowances allocated to that pay period would be $(5 \times \$200) + (9 \times \$210) = \$2,890.$) Do not include military pay and allowances for days that fall outside the qualifying period in the first and last affected pay periods. In such pay periods, the total number of calendar days used in this step will be less than 14. For example, if the number of nonqualifying days in the first affected biweekly pay period is 5, then the agency would allocate military pay and allowances to the 9 qualifying days. As explained in section V.C, no projected civilian basic pay is credited for the nonqualifying days. Thus, those days have no effect on the reservist differential.

NOTE 1: No military pay and allowances are credited for days on which the employee is in military nonpay status for conduct-related reasons (e.g., AWOL, confinement, desertion). As explained in section V.C, no projected civilian basic pay is credited for those days. Thus, those days have no effect on the reservist differential.

NOTE 2: For any employee with a **monthly** civilian pay period, there is no need to compute a daily rate of military pay and allowances when the month is completely contained within a qualifying period. In such cases, simply allocate the entire monthly amount of military pay and allowances to the monthly civilian pay period. However, if the qualifying period begins or ends within the month, or if the employee has days of military nonpay status within the month, the agency must determine the amount of military pay and allowances attributable to qualifying days. Thus, in those cases, a daily rate of military pay and allowances is needed.

If an agency later receives information that the computed monthly amount of military pay and allowances was incorrect, it must use the corrected daily rate and determine the correct amount of the reservist differential for any affected pay period. The agency may adjust a future reservist differential payment to address any overpayment or underpayment. If reservist differential payments associated with a period of active duty have stopped, the agency should handle the overpayment or underpayment in accordance with normal procedures. For an overpayment, follow the normal debt collection procedures. (See section VII.C.)

VII. Computation and Payment of Reservist Differential

A. Comparison of Civilian and Military Compensation

For each civilian biweekly pay period, compare the projected civilian basic pay (as derived under section V) to the allocated military pay and allowances (as derived under section VI). If the allocated military pay and allowances are greater than or equal to the projected civilian basic pay for any biweekly pay period, no reservist differential is payable for that pay period. If the projected civilian basic pay is greater than the allocated military pay and allowances for any biweekly pay period, the difference represents the *unadjusted* reservist differential. Before paying a reservist differential, an agency must reduce the unadjusted reservist differential to take into account any paid hours (paid work or paid time off), as described in section VII.B.

If the employee has received the full amount of basic pay payable for the entire civilian biweekly pay period (e.g., all hours covered by paid time off), no reservist differential is payable during that pay period. For such a pay period, a comparison of civilian and military compensation is not necessary.

B. Adjustment for Paid Hours

Under section 5538(b)(2), the reservist differential may not be paid for periods for which the employee receives basic pay, including paid hours resulting from working or using any kind of paid time off. This section describes the adjustment that must be made to implement this statutory requirement.

Paid time off includes military leave, annual leave, sick leave, other applicable paid leave, excused absence, holiday time off, time off as an award, compensatory time off, credit hours, or any other paid time off to the employee's credit.

The table below shows the steps that must be taken to make the required adjustment:

Table VII-1 Adjustment for Paid Hours	
Step 1	<p>Identify total hours in civilian biweekly tour. Identify the number of hours in an employee's established civilian biweekly tour of duty used for leave usage purposes (or estimated average non-overtime hours for intermittent employees without such a tour). (For most full-time employees, this will be 80 hours. Part-time employees will have less hours and employees with an uncommon tour will have more hours. See section V.A for additional guidance—e.g., guidance on employees with variable, seasonal, or intermittent schedules.)</p> <p>If a civilian biweekly pay period includes nonqualifying days, exclude hours on those days in computing the total hours. Nonqualifying days include (1) days before or after the qualifying period (in the first or last affected pay period) and (2) days in which the employee is in military nonpay status for conduct-related reasons. For example, if an employee's active duty began in the middle of a civilian biweekly pay period and 4 work days of the pay period had already elapsed (8-hour days from Monday through Thursday), the agency would exclude those 32 hours, leaving a total of 48 hours as the total hours in the civilian biweekly tour (assuming a 80-hour biweekly tour of duty).</p>
Step 2	<p>Identify paid hours. For each civilian biweekly pay period, identify the number of paid hours (i.e., civilian paid work hours or paid time off), if any, on qualifying days. (Exclude paid hours on nonqualifying days.)</p>
Step 3	<p>Express paid hours as a percentage. For each civilian biweekly pay period, compute a percentage by dividing the paid hours derived under Step 2 by the total biweekly hours derived under Step 1. (For example, if the employee has an 80-hour biweekly tour and used 16 hours of paid time off with no other paid hours, the percentage would be $16 \div 80 = 20\%$.)</p>
Step 4	<p>Compute percentage for LWOP hours. For each civilian biweekly pay period, compute the percentage of leave without pay hours within the biweekly tour by subtracting the percentage derived under Step 3 from 100 percent. (For example, if the Step 3 percentage is 20 percent, $100\% - 20\% = 80\%$.)</p>
Step 5	<p>Adjust the reservist differential. For each civilian biweekly pay period, multiply the unadjusted reservist differential derived under section VII.A by the percentage derived under Step 4. The result is the payable amount of the reservist differential for that pay period. (For example, if the unadjusted reservist differential is \$500 and the LWOP percentage is 80%, then the adjusted (payable) reservist differential would be $\\$400 (80\% \times \\$500)$.)</p>

C. Payment

For each affected civilian biweekly pay period, the employee is entitled to payment of the reservist differential as computed and adjusted under sections VII.A and VII.B. The reservist differential must be paid from the same appropriation or fund that would have been used to pay the employee's civilian salary but for the interruption to perform military active duty. Consistent with 5 U.S.C. 5538(c)(3), reservist differentials should be paid at the same frequency as regular civilian salary payments (e.g., generally on a biweekly basis for executive branch employees). Given the need to obtain information about an individual's military pay and allowances and other matters to accurately compute the reservist differential, a reservist differential is considered due and payable on a scheduled date that is no later than 8 weeks (4 biweekly pay periods) after the normal civilian salary payment date for a given pay period, except as provided in the NOTE 1 below. Thus, an agency may establish a reservist differential payment schedule with a built-in time lag as long as that time lag does not exceed 8 weeks. The allowing of a time lag in establishing the scheduled pay date for reservist differential

payments is based on 5 U.S.C. 5538(c)(3), which allows for a judgment regarding what is practicable. (This scheduled date has significance in determining any back pay interest as explained later in this section.)

NOTE 1: If an employee does not submit necessary information (e.g., copy of military orders or military leave and earnings statement containing amount of military pay and allowances) at least 4 weeks prior to the scheduled date, the agency may push back the scheduled payment date consistent with the delay resulting from the employee's inaction and the agency's normal payroll processing dates. In these cases, the scheduled payment date may be more than 8 weeks after the normal salary payment. This delayed scheduled payment date is considered to be the date the reservist differential is due and payable for all purposes, including the purpose of determining any back pay interest liability.

If an agency has identified errors in computing the reservist differential for past pay periods, it may adjust a current reservist differential payment to correct the error, as long as that differential is for a pay period within the same qualifying period (i.e., pay periods associated with a specific call or order to active duty). The error may be an overpayment (i.e., debt owed to the agency) or an underpayment (i.e., debt owed to the employee).

- An overpayment may be recouped from a later reservist differential payment for the same qualifying period by reducing that later payment. In this situation, the overpayment is considered an advance payment, which eliminates any employee debt and allows the later payment to be adjusted to account for the advance payment. If an overpayment debt is not recoverable from reservist differential payments for the same qualifying period, collection of that debt is subject to normal debt collection procedures (e.g., salary offset under 5 U.S.C. 5514 and 5 CFR part 550, subpart K).
- The agency should resolve any underpayment by adjusting (increasing) later reservist differential payments for the same qualifying period. If the qualifying period has ended, the agency should make a supplemental payment to the employee as soon as possible. Back pay interest will accrue from the scheduled date of the affected payment if the agency does not make the back payment within 30 days of that date. (Failure to pay the reservist differential on the scheduled date is considered an unjustified or unwarranted personnel action, except as provided in NOTE 2 below.) As explained in the first paragraph of this section, the scheduled date of payment may be no more than 8 weeks after the normal salary payment date for a given pay period.

NOTE 2: For pay periods beginning before the original issuance date of this policy guidance (December 8, 2009), a late payment (i.e., a payment made more than 8 weeks after the normal salary payment date for a given pay period) will not be considered to be due to an unjustified or unwarranted personnel action by the employing agency, and no Back Pay Act interest will accrue for such late payments. Agencies necessarily waited for OPM policy guidance. Delays in implementation of section 5538 during the development of OPM policy guidance are not unjustified or unwarranted personnel actions. The scheduled payment date for the first pay period beginning on or after the original issuance date of this policy guidance (December 8, 2009) should be treated as the scheduled payment date for earlier pay periods—unless that scheduled date is delayed as described in NOTE 1 of this section C.

D. Treatment for Tax Purposes

The Internal Revenue Service has given OPM the following guidance regarding the treatment of reservist differentials paid under 5 U.S.C. 5538 for Federal tax purposes:

- Reservist differentials are taxable income for Federal income tax purposes.
- Reservist differentials are treated as wages for Federal income tax withholding purposes, regardless of the length of the active duty. Reservist differentials would be reported as wages in box 1 of Form W-2 and in line 7 of Form 1040.
- Reservist differentials are not subject to FICA (Social Security and Medicare) taxes if those differential payments are paid for periods of active duty of more than 30 days.
- Reservist differentials are subject to FICA taxes if those differential payments are paid for periods of active duty of 30 days or less.

E. Treatment for Purposes of Various Pay-Related Laws

The table below describes how reservist differentials will be treated in applying other laws that deal with employee pay.

Table VII-2 Application of Pay-Related Laws to Reservist Differentials		
Salary offset for collection of debt owed the U.S. Government	5 U.S.C. 5514; 5 CFR part 550, subpart K	A reservist differential is considered to be "pay" that is subject to salary offset.
Administrative offset	31 U.S.C. 3716; 31 CFR parts 900-904	A reservist differential is a Federal payment that would be subject to administrative offset for collection of debts owed the Federal Government.
Garnishment for alimony & child support	42 U.S.C. 659; 5 CFR part 581	A reservist differential is a Federal payment that would be subject to garnishment for alimony, child support, or commercial debt. (Under 42 U.S.C. 659(a), the law applies to "moneys (the entitlement to which is based upon remuneration for employment) due from, or payable by, the United States." See also 5 CFR 581.103-104.)
Garnishment for commercial debt	5 U.S.C. 5520a; 5 CFR part 582	A reservist differential is considered to be "pay" for personal services that is subject to garnishment for commercial debt. (See 5 CFR 582.102(5).)
Settlement of accounts for deceased employees	5 U.S.C. 5581-5583	A reservist differential is considered to be part of the "pay and allowances" that may be due on account of the services of a deceased employee for the Government of the United States (5 U.S.C. 5581(2).).
Waiver of overpayment debt	5 U.S.C. 5584	A reservist differential is considered to be part of an employee's "pay and allowances" that may generate an erroneous overpayment, collection of which may be waived under 5 U.S.C. 5584.

Back pay	5 U.S.C. 5596	A reservist differential is considered to be part of an employee's "pay, allowances, or differentials" that are covered by the back pay law. (See 5 U.S.C. 5596(b)(1)(A)(i) and also the definition of "pay, allowances, and differentials" in 5 CFR 550.803.)
Aggregate limitation on pay	5 U.S.C. 5307	A reservist differential is excluded in applying the aggregate limitation on pay. Reservist differentials are not considered to be a type of "other similar cash payment."

Appendix A
Statutory Provision (5 U.S.C. 5538)

Text of 5 U.S.C. 5538 (as added by section 751 of Public Law 111-8 and as amended by section 745 of Public Law 111-117):

§ 5538. Nonreduction in pay while serving in the uniformed services or National Guard

(a) An employee who is absent from a position of employment with the Federal Government in order to perform active duty in the uniformed services pursuant to a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10 shall be entitled, while serving on active duty, to receive, for each pay period described in subsection (b), an amount equal to the amount by which—

(1) the amount of basic pay which would otherwise have been payable to such employee for such pay period if such employee's civilian employment with the Government had not been interrupted by that service, exceeds (if at all)

(2) the amount of pay and allowances which (as determined under subsection (d))—

(A) is payable to such employee for that service; and

(B) is allocable to such pay period.

(b) Amounts under this section shall be payable with respect to each pay period (which would otherwise apply if the employee's civilian employment had not been interrupted)—

(1) during which such employee is entitled to re-employment rights under chapter 43 of title 38 with respect to the position from which such employee is absent (as referred to in subsection (a)); and

(2) for which such employee does not otherwise receive basic pay (including by taking any annual, military, or other paid leave) to which such employee is entitled by virtue of such employee's civilian employment with the Government.

(c) Any amount payable under this section to an employee shall be paid—

(1) by such employee's employing agency;

(2) from the appropriation or fund which would be used to pay the employee if such employee were in a pay status; and

(3) to the extent practicable, at the same time and in the same manner as would basic pay if such employee's civilian employment had not been interrupted.

(d) The Office of Personnel Management shall, in consultation with Secretary of Defense, prescribe any regulations necessary to carry out the preceding provisions of this section.

(e)(1) The head of each agency referred to in section 2302(a)(2)(C)(ii) shall, in consultation with the Office, prescribe procedures to ensure that the rights under this section apply to the employees of such agency.

(2) The Administrator of the Federal Aviation Administration shall, in consultation with the Office, prescribe procedures to ensure that the rights under this section apply to the employees of that agency.

(f) For purposes of this section—

(1) the terms “employee”, “Federal Government”, and “uniformed services” have the same respective meanings as given those terms in section 4303 of title 38;

(2) the term “employing agency”, as used with respect to an employee entitled to any payments under this section, means the agency or other entity of the Government (including an agency referred to in section 2302(a)(2)(C)(ii)) with respect to which such employee has reemployment rights under chapter 43 of title 38; and

(3) the term “basic pay” includes any amount payable under section 5304.

Text of Law Enacting Section 5538:

**Section 751 of the Omnibus Appropriations Act, 2009
(Public Law 111-8, March 11, 2009)**

SEC. 751. NONREDUCTION IN PAY WHILE FEDERAL EMPLOYEE IS PERFORMING ACTIVE SERVICE IN THE UNIFORMED SERVICES OR NATIONAL GUARD.

(a) IN GENERAL.—Subchapter IV of chapter 55 of title 5, United States Code, is amended by adding at the end the following:

[Text of Originally Enacted Section 5538]

(b) TECHNICAL AND CONFORMING AMENDMENT.—The table of sections for chapter 55 of title 5, United States Code, is amended by inserting after the item relating to section 5537 the following:

“5538. Nonreduction in pay while serving in the uniformed services or National Guard.”.

(c) EFFECTIVE DATE.—The amendments made by this section shall apply with respect to pay periods (as described in section 5538(b) of title 5, United States Code, as amended by this section) beginning on or after the date of enactment of this Act.

Text of Law Amending Section 5538:

**Section 745 of the Consolidated Appropriations Act, 2010
(Public Law 111-117, December 16, 2009)**

SEC. 745. (a) Section 5538 of title 5, United States Code, is amended by striking subsection (b) and inserting the following:

[Text of Amended Section 5538(b)]

(b) The amendments made by this section shall take effect on the first day of the first applicable pay period beginning on or after the date of the enactment of this Act.

Appendix B Definitions

Active duty means full-time duty in the active service of a uniformed service, including full-time training duty, annual training duty, and attendance, while in the active military service, at a school designated as a service school by law or by the Secretary of the military department concerned. Such term does not include full-time National Guard Duty under title 32 of the U.S. Code. (See 10 U.S.C. 101(d)(1) and (d)(5)). (See definition of “qualifying active duty” for active duty covered by section 5538.)

Armed Forces mean the Army, Navy, Air Force, Marine Corps, and the Coast Guard, including the reserve components of those forces.

Civilian basic pay means the gross amount of basic pay as defined in Appendix C, before applying any deductions.

Covered agency means an agency of the Federal Government, excluding any agency that is not covered by section 5538 by operation of law. An intelligence agency referred to in 5 U.S.C. 2302(a)(2)(C)(ii) is a covered agency only for the purpose of applying section 5538(c) and related regulations and guidance. (See section II.A in the main body of this guidance for additional information.)

Employee or covered employee means a civilian employed by a covered agency, excluding employees that are excluded by law from coverage under section 5538. For example, employees of the Federal Aviation Administration and the Transportation Security Administration (TSA) are not covered, since those employees are excluded from all personnel provisions in title 5 except those listed in 49 U.S.C. 40122(g)(2). (See 49 U.S.C. 114(n) and 40122(g).) (See also section II.B in the main body of this guidance.) Employees of an intelligence agency referred to in 5 U.S.C. 2302(a)(2)(C)(ii) are included only for the purpose of applying section 5538(c) and related regulations and guidance. An individual who separates from Federal civilian service ceases to be a covered employee.

Employing agency, for the purpose of assigning payment obligations and responsibilities under 5 U.S.C. 5538(c), means the agency or entity of the Federal Government that employs the civilian employee, including an intelligence agency referred to in 5 U.S.C. 2302(a)(2)(C)(ii). (Note: While an intelligence agency is covered by agency procedures instead of OPM regulations with respect to subsections (a) and (b) of 5 U.S.C. 5538, subsection (c) of that section and any related OPM regulations do apply to such an intelligence agency.)

Federal executive agency, for the purpose of defining *Federal Government*, means (1) any Executive agency as defined in 5 U.S.C. 105 (other than an intelligence agency referred to in 5 U.S.C. 2302(a)(2)(C)(ii)), (2) the United States Postal Service, (3) the Postal Regulatory Commission, and (4) any nonappropriated fund instrumentality of the United States.

Federal Government means any Federal executive agency, the legislative branch of the United States, and the judicial branch of the United States.

Intelligence agencies means the agencies listed in 5 U.S.C. 2302(a)(2)(C)(ii)—namely, the Federal Bureau of Investigation, the Central Intelligence Agency, the Defense Intelligence Agency, the National Geospatial-Intelligence Agency, the National Security Agency, and, as determined by the President, any Executive agency or unit thereof the principal function of which is the conduct of foreign intelligence or counterintelligence activities;

Military leave means military leave provided under 5 U.S.C. 6323, including regular military leave under section 6323(a) and special military leave under section 6323(b).

Military pay and allowances means the gross amount of pay and allowances as defined in Appendix D, before applying any deductions, forfeitures, collections, or other reductions.

National Guard means the Air National Guard and the Army National Guard. When functioning as a reserve component of the military, the terms “Air National Guard of the United States” and “Army National Guard of the United States” are used.

Nonqualifying day means a day within a covered civilian pay period (1) which falls outside a qualifying period (i.e., days before active duty commences in the first covered pay period or days after the end of the qualifying period in the last covered pay period) or (2) on which the employee is in military nonpay status for conduct-related reasons (e.g., absence without leave (AWOL), confinement, or desertion).

Other paid leave, as used in 5 U.S.C. 5538(b)(2), means all forms of paid leave or other paid time off in addition to military leave and annual leave, including, as applicable, sick leave, other applicable paid leave, excused absence, holiday time off, time off as an award, compensatory time off, credit hours, or any other paid time off to the employee’s credit.

Paid hours means hours in the employee’s civilian biweekly tour of duty used for leave purposes for which the employee receives pay as a result of performing work or using paid time off.

Paid time off means, as applicable, military leave, annual leave, sick leave, other applicable paid leave, excused absence, holiday time off, time off as an award, compensatory time off, credit hours, or any other paid time off to the employee’s credit.

Payable, as used in 5 U.S.C. 5538(a)(2)(A), means the gross amount of military pay and allowances that would be paid for the days within a civilian pay period before considering any reductions, forfeitures, collections (e.g., excess leave), or any other deductions.

Qualifying active duty means active duty by a covered employee pursuant to a call or order, as described in section 5538(a). (See Part 1 of Appendix D.) (Note: Under section 5538(a), active duty that qualifies for coverage under section 5538 is active duty under a provision of law referred to in 10 U.S.C. 101(a)(13)(B)—i.e., the following specific provisions in title 10 of the United States Code: sections 688, 12301(a), 12302, 12304, 12304a, 12305, and 12406 and chapter 15 (which includes sections 331, 332, and 333). Thus, qualifying active duty does not include voluntary active duty under 10 U.S.C. 12301(d) or annual training duty under 10 U.S.C. 10147 or 12301(b).)

Qualifying day means a day within a qualifying period that is used in computing a reservist differential—i.e., any day in a covered civilian pay period that is not a nonqualifying day.

Qualifying period means a period of qualifying active duty that provides coverage under 5 U.S.C. 5538 and potential entitlement to a reservist differential depending on the comparison of civilian basic pay and military pay and allowances for each pay period within the qualifying period. A period of qualifying active duty provides coverage under section 5538 only if the employee has USERRA reemployment rights based on that active duty. (See 5 U.S.C. 5538(b), section III of the guidance, and Part 1 of Appendix D.)

NOTE: Effective on the first pay period beginning on or after December 16, 2009, section 745 of Public Law 111-117 amended 5 U.S.C. 5538 to clarify that the reservist differential is not

payable for periods following completion of active duty. The treatment of prior periods is addressed in the “Reservist Differential Policy Guidance Supplement”, which is posted as a separate document on OPM’s website at www.opm.gov/policy-data-oversight/pay-leave/pay-administration/#url=Reservist-Differential.

Regular military leave means military leave authorized under 5 U.S.C. 6323(a) (providing 15 days per fiscal year without any offset for military pay).

Reserve means the following components of the uniformed services:

- (1) the Army Reserve;
- (2) the Navy Reserve;
- (3) the Marine Corps Reserve;
- (4) the Air Force Reserve;
- (5) the Coast Guard Reserve; or
- (6) the Reserve Corps of the Public Health Service.

Reserve component means —

- (1) the Army National Guard of the United States;
- (2) the Army Reserve;
- (3) the Navy Reserve;
- (4) the Marine Corps Reserve;
- (5) the Air National Guard of the United States;
- (6) the Air Force Reserve;
- (7) the Coast Guard Reserve; or
- (8) the Reserve Corps of the Public Health Service.

Reservist means a member of reserve component—i.e., a member of the Reserve, the Air National Guard of the United States, or the Army National Guard of the United States.

Reservist differential means a payment provided to a reservist under 5 U.S.C. 5538.

Section 5538 means section 5538 of title 5, United States Code.

Special military leave means military leave authorized under 5 U.S.C. 6323(b) (providing up to 22 days of leave in a calendar year for contingency operations or law enforcement) or 5 U.S.C. 6323(c) (providing leave for members of the District of Columbia National Guard for parade or encampment). Payments for this special military leave are subject to offset under 5 U.S.C. 5519.

Uniformed services means the Armed Forces (consisting of Army, Navy, Air Force, Marine Corps, and Coast Guard); the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President in time of war or national emergency. (Note: While full-time National Guard duty is considered service in the uniformed services, the active duty that is qualifying under 5 U.S.C. 5538 does not include full-time National Guard duty. Members of the National Guard are covered by section 5538 only when they perform qualifying active duty. See section 5538(a), which refers to “active duty in the uniformed services.”)

USERRA means the Uniformed Services Employment and Reemployment Act as codified in 38 U.S.C. chapter 43. (See also Department of Labor regulations at 20 CFR part 1002 and OPM regulations at 5 CFR part 353, subparts A and B.)

Appendix C Civilian Basic Pay

Computation of the reservist differential requires projecting the civilian basic pay that would otherwise have been payable to an employee if the employee's civilian employment had not been interrupted by military active duty.

Section 5538 does not provide a definition of "basic pay" other than to state that the term includes locality pay under 5 U.S.C. 5304. (See section 5338(f)(3).) OPM will provide a definition in its implementing regulations. In the meantime, the following definition of "civilian basic pay" should be used based on current laws, regulations, or official policies of a pay system administrator:

Civilian basic pay, for the purpose of applying 5 U.S.C. 5538, means the gross amount of the base rate of pay set by law or administrative action without additional pay of any kind, except that the following types of additional payments (i.e., basic pay supplements) will be considered basic pay beginning on the effective date of section 5538:

- Locality pay under 5 U.S.C. 5304, as required by 5 U.S.C. 5538(f) and permitted by 5 U.S.C. 5304(c)(2);
- Special rate supplements under 5 U.S.C. 5305, which are required by 5 CFR 530.308(a) to be treated the same as locality pay under 5 U.S.C. 5304 (see also 5 U.S.C. 5305(j));
- Local market supplements payable under the National Security Personnel System, which must be treated the same as locality pay under 5 U.S.C. 5304, as required by 5 CFR 9901.331(d)(10);
- Market pay for VA doctors and dentists under 38 U.S.C. 7431, which is treated as basic pay for retirement and other benefits under 38 U.S.C. 7431(f);
- Market pay consistent with 38 U.S.C. 7431 for doctors and dentists in other agencies provided under a delegated authority granted by OPM under 5 U.S.C. 5371;
- Other locality payments or special rate supplements that are equivalent to locality pay under 5 U.S.C. 5304 or special rate supplements under 5 U.S.C. 5305 and that the pay system administrator considers basic pay (by regulation or official policy) for the same general purposes as those title 5 payments, including retirement purposes.

All other additional payments beyond the base rate are not part of an employee's basic pay for the purpose of computing the reservist differential under section 5538 unless provided by OPM in future regulations.

OPM recognizes that there are additional payments that are considered to be basic pay for certain purposes, including law enforcement availability pay under 5 U.S.C. 5545a, availability pay for TSA air marshals, administratively uncontrollable overtime pay under 5 U.S.C. 5545(c)(2) received by law enforcement officers, standby duty pay under 5 U.S.C. 5545(c)(1), straight-time portion of firefighter overtime pay received by firefighters covered by 5 U.S.C. 5545b, and physicians' comparability allowances under 5 U.S.C. 5948. However, these payments are considered basic pay for a particular purpose only if expressly provided in law or regulation. Unlike the payments that are considered basic pay upon the enactment of section 5538, there is no existing legal basis for automatically treating these payments as basic pay under section 5538. These payments are not equivalent to locality pay or special rate supplements, which represent supplemental compensation for hours in an employee's basic workweek treated as basic pay for purposes of premium pay and benefits. In some cases, applicable law and/or regulation expressly bars treatment of a given payment as basic pay absent an express provision of law or regulation. For example—

- with respect to law enforcement availability pay, see 5 U.S.C. 5545a(h)(2) and 5 CFR 550.186(b);
- with respect to standby duty pay and administratively uncontrollable overtime pay, see 5 CFR 550.163(d);
- with respect to the straight-time portion of firefighter overtime pay received by firefighters covered by 5 U.S.C. 5545b, see 5 U.S.C. 5545b(b)(2) and (c)(2) and 5 CFR 550.1305(a); and
- with respect to physicians' comparability allowances under 5 U.S.C. 5948, see 5 U.S.C. 5948(h)(1).

For employees receiving a retained rate under 5 U.S.C. 5363, the additional pay payable above the range maximum received because of a retained rate is not considered basic pay, except as expressly provided in law or regulation. (See 5 U.S.C. 5363(d) and 5 CFR 536.307(a), especially paragraph (a)(10).) The maximum rate of basic pay of the applicable range is considered to be a retained rate employee's rate of basic pay in all other situations. (See 5 CFR 536.307(b).) Thus, the range maximum would be treated as a retained rate employee's rate of basic pay in computing the reservist differential.

Appendix D Military Duty and Compensation

Part 1 - Qualifying Military Duty

One condition that employees must meet to receive reservist differentials under 5 U.S.C. 5538 is that they must be absent from a Federal civilian position in order to perform active duty in the uniformed services pursuant to a call or order to active duty under “a” provision of law “referred to” in 10 U.S.C.

101(a)(13)(B). Section 101(a)(13)(B) refers to (i.e., cites by number) the following specific provisions in title 10 of the United States Code: sections 688, 12301(a), 12302, 12304, 12304a, 12305, or 12406 and chapter 15 (which includes sections 331, 332, and 333). The cited provisions are authorities for certain military contingency operations for which a reservist (i.e., member of a Reserve or the National Guard) may be called or ordered to active duty. (Note: The term “contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force.)

Active duty referred to in section 101(a)(13)(B) includes active duty under:

1. An order issued by a Secretary of one of the military services to a retired member of the service or the service’s Reserve under **10 U.S.C. 688**;
2. An order issued by a Secretary of a military service or a designee in time of war or national emergency declared by Congress, or when otherwise authorized by law, to units and reservists not assigned to units, under **10 U.S.C. 12301(a)**;
3. An order issued by a Secretary of a military service or a designee in times of national emergency declared by the President, or when otherwise authorized by law to units and reservists not assigned to units in the Ready Reserve, under **10 U.S.C. 12302**;
4. An order issued by the Secretary of Defense or the Secretary for Homeland Security for the Coast Guard, under the authority of the President, when the President determines that it is necessary to augment the active forces for any operational mission or that it is necessary to provide assistance in responding to an emergency involving a use or threatened use of a weapon of mass destruction, or a terrorist attack or threatened terrorist attack in the United States that results, or could result, in significant loss of life or property, to units, reservists not attached to units, and members of the Individual Ready Reserve, under **10 U.S.C. 12304**;
5. An order issued by the Secretary of Defense, without the consent of the member affected, requiring a unit, or any member not assigned to a unit organized to serve as a unit, of the Army Reserve, Navy Reserve, Marine Corps Reserve, or Air Force Reserve to serve on active duty for a continuous period of no more than 120 days in response to a Governor’s request for Federal assistance in responding to a major disaster or emergency (as those terms are defined in section 102 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122)), under **10 U.S.C. 12304a**;
6. An order already issued under 10 U.S.C. 12301(a), 12302, or 12304, covering a period of time when an individual reservist would have been separated or retired, but for the suspension by the President for the individual reservist of a law relating to promotion,

retirement, or separation, because the President has determined he or she is essential to the national security of the United States under the authority of **10 U.S.C. 12305**;

7. An order from the President, issued through the governors of the States or, in the case of the District of Columbia, through the commanding general of the National Guard of the District of Columbia, calling into Federal service members and units of the National Guard of any State to repel an invasion or danger of invasion of the United States, its Commonwealths, or its territories, to suppress rebellion or the danger of rebellion against the authority of the United States, or to execute the laws of the United States, under **10 U.S.C. 12406**;
8. An order from the President calling the militia of any State into Federal service to put down an insurrection in any State, under **10 U.S.C. 331** (a section within chapter 15);
9. An order from the President calling into Federal service such of the militia of any State, or using such of the armed forces, when he considers it necessary to enforce Federal law or to suppress rebellion because of unlawful obstructions, combinations, or assemblages, or rebellion against the authority of the United States, under **10 U.S.C. 332** (a section within chapter 15);
10. An order from the President to the armed forces, including the National Guard in Federal service, to restore public order and enforce the laws of the United States in situations of natural disaster, epidemic, or other serious public health emergency, terrorist attack or incident, or other condition in any State or possession of the United States, or to suppress, in a State, any insurrection, domestic violence, unlawful combination, or conspiracy, under **10 U.S.C. 333** (a section within chapter 15);

If a reservist performs qualifying active duty as described above, and the reservist's orders are later changed and reissued under 10 U.S.C. 12301(h) due to a combat injury, the reservist will be considered to still be performing qualifying active duty under the changed orders for the purpose of eligibility for a reservist differential.

If there are questions about whether the orders are specific enough or whether they cite the correct authority, the reservist or the civilian employing agency may contact the headquarters that issued the orders (listed at top of orders) for clarification.

Part 2 - Military Pay and Allowances

Computation of the reservist differential requires allocating military pay and allowances received by an employee to each affected civilian biweekly pay period. Section 5538 does not provide a definition of "military pay and allowances." OPM will provide a definition in its implementing regulations. In the meantime, agencies should use the definition of "military pay and allowances" provided in this part. OPM has consulted with DOD in preparing this guidance.

In determining what payments are included in military pay and allowances, OPM and DOD considered existing policies defining military pay and allowances for the purpose of (1) applying the military pay offset under 5 U.S.C. 5519 applied to payments of special military leave under 5 U.S.C. 6323(b) and (c) and (2) implementing the DOD Reserve Income Replacement Program (RIRP) authorized under 37 U.S.C. 910.

The military pay offset under section 5519 is administered by employing agencies. DOD official policy guidance for section 5519 defines “military pay” as including military basic pay, basic allowance for housing (BAH), basic allowance for subsistence (BAS), and all other monthly military pay and allowances, **excluding** travel, transportation, and per diem allowances (as expressly required by section 5519) and one-time annual payments such as clothing allowances or reenlistment bonuses.

In administering the Reserve Income Replacement Program under 37 U.S.C. 910, DOD must use “total monthly military compensation,” which was defined to include “regular military compensation” plus any amount of special pay or incentive and any allowance not already included in regular military compensation that is paid on a monthly basis. (See 37 U.S.C. 910(d)(2).) Under 37 U.S.C. 101(25), “regular military compensation” is defined to include basic pay, BAH, BAS, and the Federal income tax advantage that accrues from those two allowances because they are not subject to Federal income tax. DOD official policy provides additional information. (See DoD Financial Management Regulation (DoDFMR), Volume 7A, Chapter 55.) For example, total monthly military compensation includes Foreign Language Proficiency annual bonuses that may be paid in monthly installments. It also includes cost of living allowances. However, bonuses paid in a lump sum or in anniversary installments, such as enlistment, reenlistment, and affiliation bonuses are not included. Also, per diem allowances (including meals and incidental expenses) are not included.

In defining military compensation under both 5 U.S.C. 5519 and 37 U.S.C. 910, the administering agencies focused on “monthly” military compensation. Since military pay and allowances under section 5538 must be allocated to civilian pay periods, we have determined that we should consider only military payments that may be paid on a monthly basis. Payments are considered to be paid on a monthly basis if the payment is of a type that can be paid monthly, even if the actual payments may be delayed and paid retroactively for multiple months. We are not including payments that are normally paid only in a lump sum (e.g., single event or annually).

Consistent with the policies governing 5 U.S.C. 5519 and 37 U.S.C. 910, we are not including various reimbursement-type allowances such as allowances for travel, transportation, or per diem.

In contrast to 37 U.S.C. 910, section 5538 does not provide an express legal authority to include the imputed value of the Federal income tax advantage associated with tax-free allowances. Accordingly, OPM has determined that the value of any tax advantage should **not** be considered in determining military pay and allowances under section 5538.

As part of our analysis, we took note that the term “pay” is defined in 37 U.S.C. 101(21) as including basic pay, special pay, retainer pay, incentive pay, retired pay, and equivalent pay.

The following table identifies military payments that should be included in “military pay and allowances” in computing the reservist differential under section 5538:

Statutory Authority (37 U.S.C.)	Short Name	Military Pay and Allowances
Sec. 204	BASE PAY	Basic Pay
Sec. 301	HDIP	Hazardous Duty Incentive Pay
Sec. 301a	ACIP	Aviation Career Incentive Pay
Sec. 301c	SDIP	Submarine Duty Incentive Pay
Sec. 302	VSP/ASP/BCP	Special Pay for Medical Officers (Variable, Additional & Board Certified)
Sec. 302a	BCP	Special Pay for Optometrists

Sec. 302b	VSP/ASP/BCP	Special Pay for Dental Officers (Variable, Additional & Board Certified)
Sec. 302c	PSYCHOLOGIST DIPL PAY	Special Pay for Psychologists and Nonphysician Health Care Providers
Sec. 302e	NURSES' MEDICAL BNS	Nurse Anesthetists
Sec. 302f	<NONE>	Reserve Recalled or Retained Health Care Officers
Sec. 302g	<NONE>	Selected Reserve Health Care Professionals in Critically Short Wartime Specialties
Sec. 302i	<NONE>	Special Pay for Pharmacy Officers
Sec. 303	VETERINARIAN SPECIAL PAY	Special Pay for Veterinarians
Sec. 304	DVDY	Diving Duty Special Pay
Sec. 305	HDP	Hardship Duty Pay
Sec. 305a	CSP	Career Sea Pay
Sec. 305b	SPEC DUTY ASSIGN	Special Pay for Service as Member of Weapons of Mass Destruction Civil Support Team
Sec. 306	<NONE>	Special Pay for Officers Holding Positions of Unusual Responsibility and of Critical Nature
Sec. 307a	AIP	Assignment Incentive Pay
Sec. 308d	<NONE>	Designated Unit Pay for Enlisted Members
Sec. 310	HFP/IDP	Hostile Fire/Imminent Danger Pay
Sec. 314	NONE	Qualified Members Extending Duty at Designated Locations Overseas (see Note 1)
Sec. 319	SWO	Surface Warfare Officer Continuation Pay
Sec. 320	CEFIP	Career Enlisted Flyers Incentive Pay
Sec. 321	JACP	Judge Advocate Continuation Pay
Sec. 402	BAS	Basic Allowance for Subsistence
Sec. 402a	FSSA	Family Subsistence Supplemental Allowance
Sec. 403	BAH	Basic Allowance for Housing
Sec. 403b	CONUS COLA	Cost of Living Allowance (within the continental United States)
Sec. 405	COLA	Overseas Cost of Living Allowance
Sec. 427	FSH	Family Separation Allowance

Notes:

1. A payment under section 314 (Qualified Members Extending Duty at Designated Locations Overseas) may be paid in monthly installments or as a lump-sum bonus. If it is paid as a lump-sum bonus, then the payment will not be included in military pay and allowances for the purpose of calculating the reservist differential.
2. In accordance with NDAA 2008, Military Compensation is consolidating special and incentive pays under these authorities: 334 (Aviation Pays), 335 (Medical), 351 (Hazardous Duty), 352 (Assignment/Special Duty Pay), and 353 (Skill Incentive Pay). As these authorities are implemented, DoD will notify OPM of any impact on the reservist differential program.
3. For members serving in Combat Zone Tax Exclusion (CZTE) areas, the Incidental Expense (IE) of \$3.50 per day is not included since it is intended as a reimbursement.
4. The payments under section 403b (CONUS COLA) and section 405 (Overseas or OCONUS COLA) were inadvertently omitted from the original guidance. They are "allowances" that, by law, must be included in military pay and allowances. This corrected guidance applies retroactive to the initial effective date of the reservist differential program.
5. Agencies may contact DOD's Defense Finance and Accounting Service if they have specific questions about entries on a military leave and earning statement. Send the question via email to the following address: DFAS-IN-MPTGRESDF@DFAS.MIL.

Appendix E Example

In this example, the employee—

- is serving in a civilian position in a covered agency (see section II.A);
- is a covered employee (see section II.B);
- is called or ordered to perform active duty in the uniformed services under a provision of law referred in 10 U.S.C. 101(a)(13)(B) (see part 1 of Appendix D);
- is entitled to reemployment rights under USERRA for such active duty (see section III);
- is in the General Schedule pay system at GS-13, step 5, and stationed in Washington, DC (2009 annual locality rate of \$98,518 and hourly locality rate of \$47.21);
- at the end of the pay period prior to the pay period in which active duty commences, has completed 98 weeks of the required 104-week waiting period to advance to step 6;
- is not in a career ladder (i.e., no career ladder promotion will occur during the qualifying period); and
- has a full-time work schedule of 80 hours per biweekly pay period.

	Actions to Take	Example
Step 1	<p>Identify qualifying period. Identify the date when active duty begins and the first affected pay period. When known, determine when qualifying period ends and identify the last affected pay period. (See section III.)</p>	<p>Active duty begins: April 19, 2009 1st affected pay period: April 12-25, 2009 2nd affected pay period: April 26-May 9, 2009 3rd affected pay period: May 10-23, 2009 4th affected pay period: May 24-June 6, 2009 etc. Last (14th) affected pay period: Oct. 11-24, 2009 Active duty ends: October 15, 2009</p>
Step 2	<p>Identify employee's civilian tour of duty. Identify the employee's civilian biweekly tour of duty established for leave usage purposes. (See section V.A.)</p>	<p>Full-time biweekly tour of duty of 80 hours. Monday-Friday, 8 hours per day.</p>
Step 3	<p>Identify initial rate of civilian basic pay. Use the rate of civilian basic pay in effect at the beginning of the qualifying period, based on the official worksite of the civilian position at that time.</p>	<p>GS-13, step 5, in Washington, DC \$98,518 annual locality rate \$47.21 hourly locality rate (\$98,518 ÷ 2,087 hours)</p>

Step 4	<p>Determine the projected amount of civilian basic pay. For each affected civilian biweekly pay period, determine the projected rate of civilian basic pay. Assume the employee has the same official worksite as in effect at the beginning of the qualifying period. Apply any basic pay adjustments that would have occurred with reasonable certainty. Determine the amount of projected civilian basic pay for each affected pay period based on the projected rate and the employee's tour of duty. Exclude pay for (1) hours before or after the qualifying period in the first and last pay periods and (2) any hours during a period of military nonpay status. Include projected basic pay for all other hours in the tour of duty, including any paid time off or other paid hours. (Note: An adjustment for paid hours will be made in Step 7.) (See section V.)</p>	<p>1st pay period: \$47.21 x 40 hours = \$1,888.40 (Apr. 20-24) 2nd pay period: \$47.21 x 80 hours = \$3,776.80 3rd pay period: \$47.21 x 80 hours = \$3,776.80 4th pay period: Increase to GS-13, step 6. \$101,416 ÷ 2087 = \$48.59 \$48.59 x 80 hours = \$3,887.20 etc. 14th pay period: \$48.59 x 32 hours = \$1,554.88 (Oct. 12-15)</p>														
Step 5	<p>Determine allocable military pay and allowances. For each affected civilian biweekly pay period, determine the amount of military pay and allowances allocable to the pay period. (See section VI.)</p>	See Steps 5A through 5D below.														
5A	<p>Identify affected months. Identify the calendar months that contain part of a qualifying period.</p>	April, May, June, July, August, September, October														
5B	<p>Determine monthly amount. Determine the total monthly military pay and allowances (as defined in part 2 of Appendix D) for each affected calendar month based on the employee's Military Leave and Earning Statement (provided by the employee). (Note: While the amounts shown in the Example vary month to month so that we can show different mathematical scenarios, we expect that a reservist's actual monthly amounts will generally be fairly stable.)</p>	<table border="0"> <tr> <td>April</td> <td>\$3,240 (April 19-30 = 12 days)</td> </tr> <tr> <td>May</td> <td>\$7,500</td> </tr> <tr> <td>June</td> <td>\$7,600</td> </tr> <tr> <td>July</td> <td>\$8,500</td> </tr> <tr> <td>August</td> <td>\$8,300</td> </tr> <tr> <td>September</td> <td>\$7,900</td> </tr> <tr> <td>October</td> <td>\$4,100 (Oct. 1-15 = 15 days)</td> </tr> </table>	April	\$3,240 (April 19-30 = 12 days)	May	\$7,500	June	\$7,600	July	\$8,500	August	\$8,300	September	\$7,900	October	\$4,100 (Oct. 1-15 = 15 days)
April	\$3,240 (April 19-30 = 12 days)															
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August	\$8,300															
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October	\$4,100 (Oct. 1-15 = 15 days)															
5C	<p>Compute daily rate. For each affected calendar month, an agency must determine a daily rate of military pay and allowances by dividing the monthly total from step 5B by 30 days. Round to the nearest cent.</p>	<table border="0"> <tr> <td>April</td> <td>\$3,240 ÷ 12 = \$270.00</td> </tr> <tr> <td>May</td> <td>\$7,500 ÷ 30 = \$250.00</td> </tr> <tr> <td>June</td> <td>\$7,600 ÷ 30 = \$253.33</td> </tr> <tr> <td>July</td> <td>\$8,500 ÷ 30 = \$283.33</td> </tr> <tr> <td>August</td> <td>\$8,300 ÷ 30 = \$276.67</td> </tr> <tr> <td>September</td> <td>\$7,900 ÷ 30 = \$263.33</td> </tr> <tr> <td>October</td> <td>\$4,100 ÷ 15 = \$273.33</td> </tr> </table>	April	\$3,240 ÷ 12 = \$270.00	May	\$7,500 ÷ 30 = \$250.00	June	\$7,600 ÷ 30 = \$253.33	July	\$8,500 ÷ 30 = \$283.33	August	\$8,300 ÷ 30 = \$276.67	September	\$7,900 ÷ 30 = \$263.33	October	\$4,100 ÷ 15 = \$273.33
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5D	<p>Allocate military pay and allowances to biweekly pay period. For each civilian biweekly pay period within a qualifying period, an agency must allocate military pay and allowances to that period. This is done by identifying the number of calendar days within a biweekly pay period that fall within a given calendar month, and multiplying that number of days times the daily rate for that month. If a biweekly pay period covers parts of two calendar months, you will have two separate computations; if so, add the results of the two separate computations. The result is the allocated military pay and allowances for the biweekly pay period. (Note: Include days when employee had paid civilian hours within the qualifying period. An adjustment for these days is made in Step 7.)</p>	<p>1st pay period 7 days x \$270.00 = \$1,890.00 (April 12-25) (April 19-25)</p> <p>2nd pay period 5 days x \$270.00 = \$1,350.00 (April 26-30 + <u>9 days</u> x \$250.00 = <u>\$2,250.00</u> May 1-9) 14 days total = \$3,600.00</p> <p>3rd pay period 14 days x \$250.00 = \$3,500.00 (May 10-23)</p> <p>4th pay period 8 days x \$250.00 = \$2,000.00 (May 24-31 + <u>6 days</u> x \$253.33 = <u>\$1,519.98</u> June 1-6) 14 days total = \$3,519.98</p> <p>etc.</p> <p>14th pay period 5 days x \$273.33 = \$1,366.65 (Oct. 11-24) (Oct. 11-15)</p>
Step 6	<p>Compare military and civilian compensation. For each affected pay period, subtract allocated military pay and allowances derived under Step 5D from the projected civilian basic pay derived under Step 4. If projected civilian basic pay is the higher amount, the result is the unadjusted reservist differential. If the allocated military pay and allowances is the higher amount, no differential is payable, and there is no need to apply Step 7 for that pay period. (See section VII.A.)</p>	<p>1st pay period: \$1,888.40 – \$1,890.00 = –\$1.60 no differential payable</p> <p>2nd pay period: \$3,776.80 – \$3,600.00 = \$176.80</p> <p>3rd pay period: \$3,776.80 – \$3,500.00 = \$276.80</p> <p>4th pay period: \$3,887.20 – \$3,519.98 = \$367.22 etc.</p> <p>14th pay period: \$1,554.88 – \$1,366.65 = \$188.23</p>
Step 7	<p>Make adjustment for paid hours and derive the reservist differential. (See section VII.B.)</p>	<p>See steps 7A through 7E below.</p>
7A	<p>Identify total hours in biweekly tour. For each affected pay period, identify the number of hours in an employee's established civilian biweekly tour of duty used for leave usage purposes. Exclude any hours before or after the qualifying period in the first and last pay periods.</p>	<p>1st pay period: 40 hours in the qualifying period (April 19-25 includes five 8-hour daily tours)</p> <p>2nd pay period: 80 hours</p> <p>3rd pay period: 80 hours</p> <p>4th pay period: 80 hours etc.</p> <p>14th pay period: 32 hours in the qualifying period (October 11-15 includes four 8-hour daily tours)</p>

7B	<p>Identify paid hours. For each affected pay period, determine the number of paid hours (i.e., civilian paid work hours or paid time off, including paid leave), if any, within the qualifying period. Exclude any hours before or after the qualifying period in the first and last pay periods. Note: The paid time off may include military leave, annual leave, other paid leave, excused absence, compensatory time off, or other paid time off credited to the employee, as applicable.</p>	<p>1st pay period: 40 paid time off hours (e.g., military leave or annual leave) during qualifying portion, April 19-25) = 40 paid hours 2nd pay period: 80 paid hours 3rd pay period: 36 paid hours 4th pay period: 0 paid hours (no paid holiday May 25) etc. 14th pay period: 0 paid hours during qualifying portion (October 11-15) (no paid holiday Oct. 12)</p>
7C	<p>Express paid hours as a percentage. For each affected pay period, compute a percentage by dividing the paid hours derived under step 7B by the total biweekly hours derived under step 7A.</p>	<p>1st pay period: $40 \div 40 = 100\%$ 2nd pay period: $80 \div 80 = 100\%$ 3rd pay period: $36 \div 80 = 45\%$ 4th pay period: $0 \div 80 = 0\%$ etc. 14th pay period: $0 \div 32 = 0\%$</p>
7D	<p>Compute percentage for LWOP hours. For each affected pay period, compute the percentage of leave without pay hours within the biweekly tour by subtracting the percentage derived under step 7C from 100 percent.</p>	<p>1st pay period: $100\% - 100\% = 0\%$ 2nd pay period: $100\% - 100\% = 0\%$ 3rd pay period: $100\% - 45\% = 55\%$ 4th pay period: $100\% - 0\% = 100\%$ etc. 14th pay period: $100\% - 0\% = 100\%$</p>
7E	<p>Apply adjustment to determine the reservist differential. For each affected pay period, multiply the unadjusted reservist differential derived under step 6 by the percentage derived under step 7D. The result is the payable amount of the reservist differential for the given pay period.</p>	<p>1st pay period: no differential payable 2nd pay period: $\\$176.80 \times 0\% = \\0 (no differential) 3rd pay period: $\\$276.80 \times 55\% = \\152.24 4th pay period: $\\$367.22 \times 100\% = \\367.22 etc. 14th pay period: $\\$188.23 \times 100\% = \\188.23</p>

CHRONOLOGICAL SUMMARY OF CHANGES

Date of Issuance	Explanation
December 8, 2009	This guidance was originally transmitted to heads of executive departments and agencies via memorandum from OPM Director John Berry (CPM 2009-19).
January 8, 2010	OPM issued revised guidance incorporating changes made by a statutory amendment in section 745 of the Consolidated Appropriations Act, 2010 (Public Law 111-117, December 16, 2009.)
April 13, 2011	<p>OPM issued this newly revised guidance incorporating changes as follows:</p> <ul style="list-style-type: none"> • To implement an Office of Legal Counsel opinion regarding the treatment of post-active duty periods prior to the effective date of the December 2009 statutory amendment, we have included references to a “Reservist Differential Policy Guidance Supplement” which addresses the matter and which is posted on the OPM website at www.opm.gov/policy-data-oversight/pay-leave/pay-administration/#url=Reservist-Differential. (See Notes in section III and in the definition of “qualifying period” in Appendix B.) • We are adding a paragraph near the end of Part 1 of Appendix D to address the effect of orders under 10 U.S.C. 12301(h). • We are correcting unintended omissions in Part 2 of Appendix D. We are adding the following to the list of payments that qualify as military pay and allowances: “Cost of Living Allowance (within the continental United States)” and “Overseas Cost of Living Allowance.” • Several minor editorial changes.
June 23, 2015	<p>OPM issued this newly revised guidance incorporating changes as follows:</p> <ul style="list-style-type: none"> • We are adding the original issuance date of the guidance at the top of the document. In addition, we are inserting “original” and “(December 8, 2009)” in three places to clarify that we are referring to the original issuance date. (See section I and NOTE 2 in section VII.C.) • We are amending the definition of “qualifying active duty” in Appendix B and Appendix D to add references to section 12304a of title 10, United States Code. Section 12304a was added as a qualifying active duty authority by section 515 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112-81, December 31, 2011). This new authority was effective on December 31, 2011. Section 12304a has been added to the specific provisions referred to in 10 U.S.C. 101(a)(13)(B); therefore, service under orders issued under 12304a is qualifying active duty for reservist differential purposes. • We are deleting two sentences in section IV, which had stated that any available special military leave under 5 U.S.C. 6323(b) must be exhausted before a reservist could use regular military leave under 5 U.S.C. 6323(a). This policy was based on a Comptroller General opinion, 49 Comp. Gen. 233 (1969), which has now been superseded by a Department of Justice Office of Legal Counsel opinion (April 3, 2012).

	<ul style="list-style-type: none">• We are deleting another sentence in section IV, which stated that only annual leave and compensatory time off may be substituted for special military leave under section 6323(b). Based on a Department of Justice Office of Legal Counsel opinion (April, 3, 2012), any form of paid time off that may be appropriately used in the given situation may be substituted in place of special military leave, except for sick leave, which is expressly barred under 5 U.S.C. 6323(b).
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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

APPROVED:

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 their job" means an employee is:
 - 1) unable to work at all; or
 - 2) unable to perform any of the essential functions of 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 them unable to perform the functions of 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 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. 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 their own or a covered relation's serious health condition, 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 they 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, they 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 not to return at the end of the approved leave period, they 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 their own serious health condition, they are required to provide a Physical Condition & Restrictions Report that they are 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 their 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 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 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 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. To ensure 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 they 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, they 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 1 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

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 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, 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 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.

Reservist Differential Pay

Employees who are called or ordered to active duty under certain specific provisions of law will be paid a reservist differential equal to the amount by which an employee's base pay exceeds the employee's actual military pay and allowances for a given pay period. This will be administered in accordance with the provisions of 5 U.S.C 5538.

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:

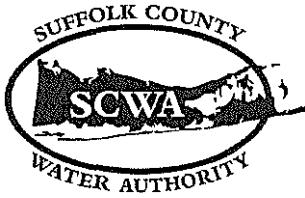
Employees who enter military service have the right to continue health benefits for themselves and for their dependents, under the same conditions as an employee electing COBRA coverage, for a period of up to 24 months. Employees who are reemployed after military service time shall have all benefits 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: _____

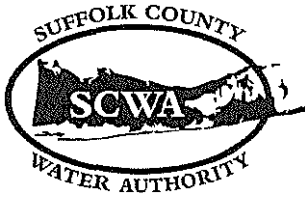
Comments:

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:

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

Supervisor: Date:

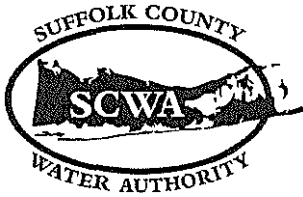
Department Head: Date:

Human Resources Authorization:

- You have been approved for Personal leave of absence.
You have been denied for Personal 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 Family Medical Leave of Absence Form

Employee: _____ 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 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 called 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 _____

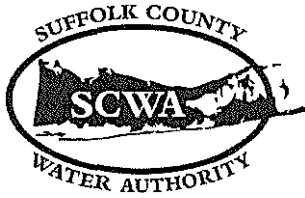
You are not eligible for FMLA leave because:

- 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 from _____ to _____

Reason for Reduced Work Schedule: _____

Requested 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
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: September 17, 2021
TO: Jeffrey Szabo, CEO
FROM: Timothy J. Kilcommons, P.E., Chief Engineer/Director of R&D 
SUBJECT: ETAP (Electrical Power System Analysis & Operations Software) Training

Engineering currently utilizes an Electrical Power System & Operations Software, known as ETAP. This software allows Engineering to perform load flow studies, power flow studies, and arc flash analysis on existing and proposed electrical work.

Dilara Yildiz is seeking to take two (2) 4-day online seminars which covers the concepts and implementation of performing load flow, power flow, and arc flash studies. The first training titled "ETAP 114US – Power System Analysis" would focus on short circuit studies and power flow studies. The 2nd training course title, "ETAP 154US – Arc Flash Analysis" would review and reinforce the power system knowledge learned in ETAP 114US and expand on that knowledge with more exercises and include arc flash analysis.

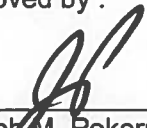
The three (3) main topics covered in these courses are load flow, power flow, and arc flash analysis studies. A load flow study is the first step and includes modeling the electrical circuits and defining the electrical equipment and wiring. A power flow study occurs after the load flow study has been completed and includes a short circuit study. A short circuit study is used to design systems such that if one circuit breaker trips additional upstream loads do not also trip, therefore avoiding shutting down additional equipment unnecessarily. For example, if Well No. 2 starter tripped, the goal is to only have Well No. 2 lose power, not the entire pump station. An arc flash analysis study expands on the power flow study and determines what the incident energy that would release should a fault occur and determines the safe working distance to minimize injury to persons working on the equipment live.

The cost is a total of \$3,400.

If this meets with your approval, please place this on the agenda for Board approval at their September 2021 meeting. If you have any further questions regarding the above, please contact me.

Cc: J. Pokorny, P.E.
R. Dickman, P.E.
File

Approved by :



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

9/17/21
Date

**SUFFOLK COUNTY WATER AUTHORITY
INTEROFFICE MEMORANDUM**

TO: Jeff Szabo, Chief Executive Officer

FROM: Tyrand Fuller, Director, Office of Strategic Initiatives

RE: Conference attendance request for SI/GIS

DATE: September 17, 2021

Enclosed is a Seminar/Convention Attendance Request form for Richard Bova, James Touchet, Dennis Moore, Thomas Withers and Brad Feldman to attend this year's Annual Northeast Arc Users Group (NEARC) Conference. The conference focuses on GIS developments, new technologies, best practices, as well as ESRI technical workshops. Brad Feldman, Vincent Lautato and I attended the conference in 2019. The group found it very beneficial and came back with an increased knowledge of GIS techniques and the ESRI software products. Due to the Covid pandemic the conference was cancelled in 2020.

The conference is being held in New Haven, Connecticut from October 17th to October 20th 2021 but the SI/GIS group will attending virtually. The total conference fee is estimated to be \$1,375 for all individuals.

If approved, I ask that this be presented to the Board Members for their consideration at their September 2021 meeting.

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

Enc.

cc: D. Mancuso
J. Touchet



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 returned to the Human Resources Department after all appropriate approvals have been received.

Employee Name: B. Feldman J. Touchet T. Withers D. Moore R. Bova
Title GIS Sr. Analyst, GIS Manager, GIS Specialist, GIS Systems Analyst, Deputy Director

Department: Office of Strategic Initiatives

Seminar/Course/Training Requested: (attach literature and completed registration form) _____
2021 Northeast ARC (NEArc) Users Group Conference

Date(s) of Training: October 17th-October 20th, 2021 Number of Hours/CEU: _____

Location: New Haven, Connecticut (Will be attending conference virtually)

Expected Benefits: Attend classes, learn about new GIS developments, techniques, software, technology; learn from peers (Federal, state, local, private) who develop, manage & implement GIS (land planning, emergency response, environmental protection, field operations, construction/maintenance, customer service, etc.)

Projected costs:

Conference Registration: \$1375 Travel: \$ _____ Food/Lodging: \$ _____
Auto Rental: \$ (none)_

TOTAL: \$ 1650_____

APPROVALS:

Director/Date

Deputy CEO/Date

Director of Administration/Date

Chief Executive Officer/Date

Authorizing Resolution (If costs exceed \$500)

Copies to: Originator, Director, and Human Resources Department

Revised 1/26/11



SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

DATE: September 22, 2021

TO: Jeffrey W. Szabo, Chief Executive Officer

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

SUBJECT: AWWA/WEF UTILITY MANAGEMENT CONFERENCE 2022

The AWWA/WEF Utility Management Conference for 2022 will be held from February 21 through 24, 2020 in Orlando, Florida. I have attended this annual conference for many years and found it to be relevant and informative as it is devoted to management of the water utility and there are numerous sessions devoted to the workforce.

As a Trustee of the Management and Leadership Division and liaison (former Chair) to the Workforce Strategies Committee, I am required to be present at the division and committee meetings which are held during the conference. Additionally, as a new Trustee I am on the planning committee for this conference and have reviewed abstracts to develop the program. We received over 250 submissions and the planning committee anticipates that this will be a well-attended conference. The technical program sessions will focus on workforce development, leadership training, digitalization and workforce readiness, and several sessions devoted to utility leadership, public communication, cyber security and asset management.

The cost for attendance including registration, airfare, hotel and meals is estimated to be \$2,500.

If you approve, please present this request to the board members at their next meeting. Thank you for your consideration.

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

INTEROFFICE CORRESPONDENCE

DATE: September 20, 2021

TO: Jeff Szabo, CEO

FROM: Donna Mancuso, Deputy CEO for Administration *DM*
Nora Cairo, Benefits Specialist

SUBJECT: ***Renewal of Flexible Spending Account (FSA & DCA) with Ameriflex***

Our agreement with Ameriflex, the Flexible Spending Account (FSA) vendor, is up for renewal effective January 1, 2022. Flexible Spending is an *employee funded* benefit offered to management and lab union employees.

The cost to the Authority is limited to the annual renewal fee of \$180.00, a monthly fee of \$5.25 per enrollee and a monthly fee of \$.50 per enrollee for the My Plan Connect service which auto substantiates claims associated with medical and hospital coverage which makes the claim process easier for employees.

There were 50 enrollees at the end of the 2021 plan year. Ameriflex has agreed to continue their fees in 2022 without an increase. We estimate our approximate annual costs to be \$3,700.

Based on the above information, ***it is recommended that we continue our FSA program with Ameriflex of Mount Laurel, New Jersey, for a one-year period of January 1, 2022 to December 31, 2022.*** If you concur, please add this item to the Board agenda.

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

INTEROFFICE CORRESPONDENCE

DATE: September 20, 2021

TO: Jeff Szabo, CEO

FROM: Donna Mancuso, Deputy CEO for Administration *DM*
Nora Cairo, Benefits Specialist

SUBJECT: *Third Year Extension Option for Ameritas Dental Plan*

SCWA's contract period with Ameritas Dental started January 1, 2020 and ends December 31, 2021 with an option for a 3rd year rate cap of 9.5% based on utilization.

This will be SCWA's first renewal with Ameritas Dental. Since changing carriers from Healthplex to Ameritas in 2020, Human Resources has received positive feedback from both active employees and retirees. Out of state retirees are very happy to have more providers to choose from than in Healthplex's limited NYS based network. Active employees also have a larger network of providers to choose from and richer coverage versus Healthplex who had not changed their fee schedule since the 90's.

After review of the last 2 years of utilization reports with our broker, Brown & Brown, employees and retirees have been utilizing their dental plans at over 100% utilization (120%). This indicates a loss for Ameritas in claims vs. premiums paid.

Therefore, Ameritas will be asking for the 9.5% rate increase for the 2022 plan year. Due to our high utilization, it is Brown & Brown's opinion that other market carriers will not be able to beat a 9.5% increase.

Based on the above information, ***it is recommended that we extend dental insurance through Ameritas Life Insurance Corp. of New York of Bristol, CT for a one-year period of January 1, 2022 to December 31, 2022.*** If you concur, please add this item to the Board agenda.

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

INTEROFFICE CORRESPONDENCE

DATE: September 20, 2021
TO: Jeff Szabo, CEO
FROM: Donna Mancuso, Deputy CEO for Administration *DM*
Nora Cairo, Benefits Specialist
SUBJECT: *Renewal of Vision Coverage with Davis Vision*

The contract period for our vision benefit plan with Davis Vision is scheduled to end on December 31, 2021.

Davis Vision has agreed to a continuation of our current rates for an additional four (4) years.


It is estimated that the total annual premiums for vision will be \$90,000. COBRA participants and retirees contribute towards their plan premiums (estimated annual contribution of \$19,200).

Along with complete vision benefits, Davis Vision also provides discounts to enrollees on Lasik Eye Surgery and hearing exams and has a free, intuitive mobile app that allows members to track their benefits, claims history, request insurance cards, find providers and more.

It is our recommendation that we continue our vision plan with Davis Vision of Plainview, New York, for a four-year period beginning January 1, 2022 to December 31, 2025. If you concur, please add this item to the Board agenda.

SUFFOLK COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

TO: Jeffrey W. Szabo, Chief Executive Officer
FROM: Timothy J. Hopkins, General Counsel 
DATE: September 28, 2021
RE: Oak Public Water Supply Improvement Agreement with the Town of Babylon

As you know, the Town of Babylon has been in the process of establishing a public water system at Oak Beach for several years in order to comply with certain requirements of the New York State Sanitary Code. The Authority has been in discussions with the Town of Babylon regarding the Oak Beach public water supply system for several months. The parties have mutually drafted terms and conditions of an agreement for the construction and operation of the Oak Beach public water system. This is a request to have the SCWA Board consider this agreement at its September 2021 Board meeting.

The agreement includes the construction of a completely new water system at Oak Beach to serve approximately 56 existing homes. A portion of the system will be built by a Town of Babylon chosen contractor, and the remainder of the system, including the well and distribution system, will be built by contractors chosen by the SCWA. The Town will be responsible for paying all of the costs for the construction of the new water system, including all of the costs for the Town chosen contractor and all of the costs of the portion of the project installed by SCWA contractors. However, the agreement provides that the Town shall not be required to pay any amount greater than \$5,523,300.00 for the SCWA-built portion of the project.

Upon completion of the water system, the Town will own the system, and the SCWA will lease it from the Town for a 40-year term. The SCWA will charge customers of the system its regular mainland rates and charges, and the proceeds will constitute the SCWA's management fee under the agreement. The SCWA agrees to operate and maintain the system during the term of the lease. If the SCWA makes additional capital improvements to the system during the term of the lease, such improvements shall be owned by the SCWA. At the end of the lease, the Town will pay the SCWA for the original cost of such improvements, less depreciation based upon a 40-year life. Alternatively, the SCWA could purchase the entire water supply system from the Town at the end of the lease, less depreciation based upon a 40-year life. These terms are similar to management/lease agreements between the SCWA and other municipal systems.

CONSTRUCTION, MANAGEMENT AND LEASE AGREEMENT
FOR THE OAK BEACH WATER IMPROVEMENT

AGREEMENT made this ___ day of October, 2021, between Suffolk County Water Authority, a public benefit corporation having its principal office at 4060 Sunrise Highway, Oakdale, New York (“SCWA”), and the Town of Babylon, a municipal corporation having its principal office at 200 East Sunrise Highway, Lindenhurst, New York (“Town”). The SCWA and the Town may also be collectively referred to hereinafter as the “Parties” or individually as the “Party.”

WHEREAS, there are certain existing water supply facilities located at Oak Beach, Town of Babylon, New York serving approximately 56 homes that have been determined to be out of compliance with the New York State Sanitary Code; and

WHEREAS, the Town desires to provide for the installation and operation of a water improvement at Oak Beach (“Water Improvement”) that meets the requirements of the New York State Sanitary Code; and

WHEREAS, the Town has created a water improvement area pursuant to Article 12-C of New York Town Law, hereinafter referred to as Water Improvement Area; and

WHEREAS, the Town desires to have a portion of the Water Improvement constructed by its contractor and the remainder of the Water Improvement completed by the SCWA; and

WHEREAS, after the Water Improvement is constructed, the Town desires to have the SCWA manage, maintain, operate and repair the Water Improvement and provide for the retail sale of water by the SCWA to all water customers connected to the Water Improvement whether existing now or in the future; and

WHEREAS, the parties desire to enter into a Construction, Management and Lease Agreement pursuant to New York Town Law Article 12-C, the terms and conditions of which are hereinafter specified;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the Parties hereto agree as follows:

I. REPRESENTATIONS

1.1 The Town represents that it is duly authorized to enter into this Agreement by virtue of a resolution of its Town Board dated _____, Resolution # _____, annexed hereto as Exhibit A and made a part hereof.

1.2 The SCWA represents that it is authorized to enter into this Agreement by virtue of a resolution of its board dated September 30, 2021, annexed hereto as Exhibit B and made a part hereof.

1.3 The Town represents that it duly created, pursuant to New York Town Law Article 12-C, the Water Improvement Area that is to be served pursuant to this Agreement by virtue of a resolution of its Town Board dated May 20, 2021, resolution # 238, annexed hereto as Exhibit C. The Water Improvement Area is more particularly described in the map attached hereto and made a part hereof as Exhibit D.

II. CONSTRUCTION OF WATER IMPROVEMENT

2.1 The Town retained the services of H2M Architects to prepare the plans and specifications necessary to bid the construction of the Water Improvement. Such plans and specifications are entitled “Oak Beach Water System Installation of Water Mains & Appurtenances” and are dated April 2019 (hereinafter referred to as “Water Improvement Plans”). A copy of the Water Improvement Plans is attached hereto as Exhibit D and made a part of this Agreement. The Town represents that both the Town, through its consultants, and the New York State Department of Health reviewed the Water Improvement Plans to ensure that they conform to the requirements of the surrounding community and the requirements of the New York State Sanitary Code. The Town is and shall remain responsible for the Water Improvement Plans as they relate to Contract G. The SCWA shall be responsible for the Water Improvement Plans for the rest of the project.

2.2 The Town received bids for the performance of the work necessary for the construction of the Water Improvement, and the Town will proceed with the award of Contract G only. Contract G covers the site preparation work, construction of a FEMA compliant elevated treatment building of approximately 2,000 square feet next to the existing Oak Beach Community Center, construction of a FEMA compliant elevated well house of approximately 150 square feet on a 40' X 50' easement adjacent to Ocean Parkway, construction of a FEMA compliant emergency generator foundation, installation of permanent paving around the treatment building, and other related items. Contract G is the only contract that includes Environmental Facilities Corporation (“EFC”) language required to comply with the terms and conditions of an EFC grant awarded for the project. Since the total costs under Contract G are anticipated to be higher than the \$1.8 million grant award for the project, it is the only work for the construction of the Water Improvement that will include EFC required language. The SCWA shall work with the Town to assist in applying for and receiving the subject grant award from the EFC.

2.3 The Town is responsible for awarding Contract G and paying all of the costs for the work and materials under Contract G. Once Contract G is awarded, the SCWA will assist the Town managing the work performed under Contract G, and the Town can have a person/representative on site to protect the Town’s interests in the performance and management of work thereunder.

2.4 Except for the labor, equipment, materials and services being provided under Contract G, the SCWA agrees to furnish all necessary labor, equipment, materials, and services to construct and complete in a good and workmanlike manner all of the remaining improvements, connections and installations with respect to the Water Improvement substantially as described in Exhibit D. Notwithstanding the foregoing, the SCWA shall not make any improvements identified in Exhibit D related to the McCarren well. The SCWA shall obtain any and all permits and approvals from any and all authorities having jurisdiction over its portion of the Water Improvement, and the Town shall obtain any and all permits and approvals from any and all authorities having jurisdiction over its portion of the Water Improvement.

2.5 The Town shall pay the costs for all the labor, equipment, materials and services provided by the SCWA under paragraph 2.4 above based upon the SCWA's loaded direct costs, except however, the Town shall not be required to pay any amount greater than \$5,523,300.00 for such labor, equipment, materials and services. Progress payments shall be made by the Town to the SCWA on a quarterly basis starting the first quarter after the commencement of the work. The Water Improvement shall be considered substantially completed on the date public water supplies from the Water Improvement are available for public consumption, which date shall be known as the "In Service Date." The SCWA shall deliver to the Town the final cost for its portion of the Water Improvement and a notice of completion as soon as possible after the In Service Date.

III. OWNERSHIP AND LEASE

3.1 The Water Improvement shall be and remain the property of the Town, its successors and assigns.

3.2 Upon the In Service Date, the Town hereby leases to the Authority, for the term hereinafter specified, all of the right, title and interest in the entire Water Improvement. The leased property includes replacements, additions, betterments and improvements which may hereafter be furnished and installed in or by the Town or the SCWA during the term of this Agreement. The Town also grants the SCWA the right to enter all property owned by the Town necessary to manage, maintain, operate and repair the Water Improvement and any replacements, additions and betterments thereto.

IV. CONSIDERATION, WATER RATES, SERVICES AND MANAGEMENT FEE

4.1 Upon the In Service Date and in consideration of the lease, the SCWA agrees to manage, maintain, operate and repair the Water Improvement at its own cost and expense, except however, the Town shall remain responsible for the costs of any labor, equipment, materials and services identified in Section II above that have not been completed or supplied as of the In Service Date.

4.2 Upon the In Service Date, the SCWA will provide water service to the identified homes in the Water Improvement Area during the term of this Agreement. The SCWA will

charge the prevailing rates, charges and fees applicable to Suffolk County mainland communities, as the same may be changed by the SCWA from time to time. The current prevailing Suffolk County mainland rates, charges and fees include an annual minimum charge of \$111.64 per year, an annual water quality and treatment charge of \$80.00, and a consumption rate of \$1.518 per hundred cubic feet (CCF) for the first 120 CCF, and \$2.190 per CCF for water consumed over 120 CCF per quarter. These rates, charges and fees will be billed on a quarterly basis. It is expressly understood and agreed that the furnishing of water and the performance of services by the SCWA to the homes in the Water Improvement Area shall be in accordance with and governed by this Agreement and the SCWA's Rules and Regulations and any changes, amendments or revisions thereof. SCWA's Rules and Regulations are posted on its website, scwa.com, and are incorporated herein by reference.

4.3 The SCWA, at its own cost and expense, shall operate and maintain the Water Improvement by performing the following functions and services:

- (a) Prepare and deliver residential and commercial customer billings for customers located in Water Improvement Area according to the SCWA's billing cycles.
- (b) Promptly deposit all receipts for paying accounts in such bank or trust company as determined by the SCWA.
- (c) Report all account billing and collected amounts.
- (d) Conduct all necessary water sampling, testing, monitoring and analyses, regulatory reporting and prepare water quality statements to ensure water quality is in compliance with all federal and state laws, rules and regulations, and assure water supply and quality complies with all regulatory requirements.
- (e) Manage and supervise the daily operations of the Water Improvement, including maintenance of the Water Improvement and take all appropriate measures to ensure compliance with all regulatory requirements.
- (f) Provide customer service in accordance with the level of service provided to all SCWA customers and in accordance with the SCWA's Rules and Regulations in effect and as amended from time to time.
- (g) Operate, maintain and repair the Water Improvement.

4.4 In consideration of the water services provided by the SCWA, the SCWA shall keep and retain all rates, charges and fees for water supply service in the Water Improvement Area during the term of this Agreement as a Management Fee.

V. DEBT FOR COSTS OF WATER IMPROVEMENT AND SUBSEQUENT IMPROVEMENTS THERETO

5.1 The Town agrees that any debt that has been or will be incurred by the Town for the purpose of paying for the cost of the Water Improvement, as identified in Section II above, shall be and remain the obligation of the Town. The Town hereby expressly waives any and all claims to compensation for said indebtedness from the SCWA during the term of this Agreement and any extensions thereto and agrees to indemnify and save harmless, to the extent permitted by law, the SCWA, its successors and/or assigns, any officers, directors, employees, representatives and/or agents against and from any and all claims, damages, liabilities, costs and expenses, including without limitation, fees and disbursements of counsel incurred by the SCWA arising out of the discharge of such indebtedness by the Town.

5.2 The Town shall not at any time be obligated to make replacements, additions, betterments or improvements to the Water Improvement or within the Water Improvement Area at its own costs and expense, except for those described in Section II above.

5.3 Unless otherwise provided for in this Agreement, the SCWA may, in its sole discretion and at its own cost and expense, make replacements, additions, betterments and improvements or abandon any portion of the Water Improvement now existing or hereafter formed in order to provide adequate supply of water at proper pressure to the homes in the Water Improvement Area or to other areas outside the Water Improvement Area where the Authority is authorized and empowered to sell water. The Town agrees that such replacements, additions, betterments and improvements may be installed at such locations as the SCWA may determine and may be connected and interconnected with the Water Improvement in such manner as the SCWA shall determine. Legal title to such replacements, additions, betterments and improvements installed by the SCWA at its own cost and expense shall be and remain in the Authority. However, at the option of the Town, the Town may purchase such replacements, additions, betterments and improvements at the termination of this Agreement in accordance with paragraph 6.2. Notwithstanding the foregoing, in the event a home that was not part of the original Water Improvement Area seeks public water supply from the Water Improvement, the Parties will confer and determine how to allocate the costs associated with the addition of such home to the Water Service Area.

VI. TERM OF THIS AGREEMENT

6.1 The term of this Agreement shall be for a period of forty years beginning upon the expiration of the thirty-day permissive referendum required for the Town to ratify this Agreement.

6.2 If this Agreement is not renewed at the end of such term or any renewal thereof or is terminated for any legal cause prior to the expiration of said term or any renewal thereof, the Town shall acquire from the SCWA any replacements, additions, betterments and improvements or other capital improvements installed at the Authority's cost and expense during the term hereof and any renewal term. The value of such replacements, additions, betterments and

improvements or other capital improvements shall be computed at original cost, less depreciation, based upon a forty-year life.

6.3 In the event the Town does not acquire the capital improvements made by the SCWA pursuant to paragraph 5.3, at the end of the initial term, or any renewal thereof, the SCWA shall have the option to purchase from the Town the entire Water Improvement owned by the Town and leased to the SCWA. The value of such assets shall be determined to be the original cost as paid by the Town less depreciation based upon a forty-year life.

VII. INSURANCE

7.1 The Town will provide insurance coverage evidenced by a Certificate of Insurance or proof a self-insurance submitted in a form acceptable to the SCWA as follows:

(a) Thirty days notice of cancellation, non-renewal or reduction of coverage is required.

(b) The interest of the SCWA, as additional insured with no responsibility for payment of premium, shall be added to all policies.

(c) Coverage shall be obtained and maintained throughout the life of the Agreement as follows:

(i) General Liability - Commercial General Liability, including separate limits for Personal Injury and Products/Completed Operations. Coverage to include Contractual Liability.

Limits: \$1,000,000 general liability
\$2,000,000 aggregate
\$2,000,000 products/completed operations

(ii) Excess Liability -

Limit: \$5,000,000 on a form that follows the underlying coverage

(iii) The limits provided above shall be reviewed and increased as deemed appropriate by the SCWA during the term of this Agreement and any extensions thereto.

(d) Notwithstanding the foregoing, the Town reserves the right to self-insure for all purposes including but not limited to Workers' Compensation/Federal Employer Liability Act (FELA), General Liability, Automobile Liability, and Property Insurance in lieu of procuring any such coverage from an insurance company. If the Town has a self-insurance program under which it acts as a self-insurer for any of such required coverage, the Town shall provide proof, acceptable to SCWA, of self-funded coverage.

7.2 The SCWA will provide insurance coverage evidenced by a Certificate of Insurance or proof a self-insurance submitted in a form acceptable to the Town Attorney as follows:

(a) Thirty days notice of cancellation, non-renewal or reduction of coverage is required.

(b) The interest of the Town and the District, as additional insured with no responsibility for payment of premium, shall be added to all policies other than Workers' Compensation.

(c) Coverage shall be obtained and maintained throughout the life of the Agreement as follows:

(i) Automobile Liability - Comprehensive Automobile Liability, including all owned, non-owned, and hired autos, in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability, New York State Personal Injury Protection.

(ii) General Liability - Commercial General Liability, including separate limits for Personal Injury. Coverage to include Contractual Liability.

Limits: \$1,000,000 per occurrence
\$1,000,000 for Personal Injury Liability
\$2,000,000 aggregate

(iii) Excess Liability -

Limit: \$5,000,000 on a form that follows the underlying coverage

(iv) Workers' Compensation - As required by the Workers' Compensation Law of the State of New York.

(v) The limits provided above shall be reviewed and increased as deemed appropriate by the SCWA during the term of this Agreement and any extensions thereto.

VIII. MISCELLANEOUS

8.1 This Agreement incorporates the entire agreement between the Parties hereto as to the subject matter hereof and terminates and overrides any prior agreements or understandings.

8.2 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8.3 The Parties hereto agree to execute such further instruments, documents or certificates as may be necessary or desirable to effectuate the purposes and intent of this Agreement.

8.4 This Agreement may not be amended, changed, modified or altered except in writing executed by the Parties hereto.

8.5 This Agreement shall be governed in accordance with the laws of the State of New York. The venue for said action shall be in Suffolk County, New York.

8.6 Each Party shall defend and save harmless to the extent permitted by law the other Party, and its respective successors and/or assigns, any officers, directors, trustees, employees, representatives, servants and/or agents (collectively the “indemnified parties”), against and from all claims, damages, liabilities, suits, losses, payments, actions, recoveries, judgments, including without limitation, fees and disbursements of counsel incurred by the indemnified parties and other costs of every kind and description arising out of or occasioned by any breach of this Agreement by the subject Party, and/or any act or omission of the Party, its agents, contractors, employees, servants or licensees, during the term of this Agreement, including without limitation any such costs incurred by the indemnified parties.

8.7 Force Majeure. A Party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

8.8 In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been stated herein.

8.9 All notices shall be in writing and will be deemed effective for all purposes as of the date such notice is mailed, postage prepaid to be delivered to the Suffolk County Water Authority, Legal Department, 4060 Sunrise Highway, P.O. Box 38, Oakdale, New York 11769 and Town of Babylon, Office of Town Attorney, 200 East Sunrise Highway, Lindenhurst, New York 11757.

8.10 The SCWA agrees that it shall not assign, transfer, convey or otherwise dispose of this Agreement or any of its right, title, benefit, advantage or burden imposed on it without the prior written approval of the Town.

8.11 It is expressly understood and agreed that in case a material default be made in the performance of any of the covenants in this Agreement by either Party or should either Party fail to substantially comply with any law regarding public water supply or should either Party file or have filed against it a petition in bankruptcy or similar proceeding or should either Party be adjudicated a bankrupt or make an assignment for the benefit of creditors or take advantage of

any insolvency act, the other Party may, if it so elects at any time thereafter, terminate this Agreement and the term hereof on giving the other Party five days' notice in writing, and this Agreement and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this Agreement for expiration hereof.

IN WITNESS WHEREOF, the respective parties hereto have set their hands and seals the day and seals the day and year first above written.

SUFFOLK COUNTY WATER AUTHORITY

TOWN OF BABYLON

By:

By: