

AGREEMENT
BETWEEN THE TOWN OF ANDES, NEW YORK
AND CEDARWOOD ENVIRONMENTAL SERVICES
FOR WWTP O&M BUDGET RECONCILIATION SERVICES

THIS AGREEMENT made the 12 day of September, 2019 by and between the TOWN OF ANDES, NEW YORK, (herein referred to as the Owner), and CEDARWOOD ENVIRONMENTAL SERVICES, having a place of business at 8-12 Dietz Street, Suite 302, Oneonta, New York 13820, (herein referred to as the Consultant).

WITNESSETH:

WHEREAS, the Owner is desirous to contract for oversight of the Wastewater Treatment Plant O&M Budget process as established by the Agreement between the Owner and the NYC Department of Environmental Protection for a period of five (5) year;

AND WHEREAS, the Owner is desirous of entering into an agreement for the purchase of services of the Consultant to complete the agreed upon tasks as they relate to the O&M Budget of the Wastewater Treatment Plant for a period of five (5) year;

AND WHEREAS, the Consultant has submitted a proposal to the Owner for said O&M Budget Services, including support services, supervision and general administration, the Owner now desires to enter into an agreement with the Consultant.

THEREFORE, the Owner and the Consultant do mutually agree as follows:

1. The Consultant shall provide the following routine services to the Owner, subject to mutually agreed upon modification at any time by the Owner:
 - a. Work with the Owner's Accounting Personnel to track Watershed Equipment and Methods related costs.
 - b. Work with the Owner's Accounting Personnel to identify and differentiate O&M costs covered under the NYCDEP O&M Agreement and O&M costs not covered under the NYCDEP O&M Agreement.
 - c. Work with the Owner's Accounting Personnel to prepare the annual reconciliation in accordance with the NYCDEP O&M Agreement. The reconciliation statement shall reconcile estimated amounts versus actual costs expended in the preceding budget year.
 - d. Maintain and make available documentation to support the annual reconciliation.

- e. Address disputes involving reconciliation issues with NYCDEP. Please note that legal services and representation are not part of the Scope of Work defined in this Agreement.
 - f. Work with the Owner and/or the Owner's Accounting Personnel to prepare and submit the annual O&M Budget in the format and time frame required by the NYCDEP O&M Agreement.
 - g. Work with the Owner and/or the Owner's Accounting Personnel to prepare documentation requisite to validate the budget in the form required by the NYCDEP O&M Agreement.
 - h. Address disputes involving budget issues with NYCDEP. Please note that legal services and representation are not part of the Scope of Work defined in this Agreement.
 - i. Prepare and submit quarterly invoice(s) to the City of New York in accordance with the NYCDEP O&M Agreement.
2. The Owner and/or Owner's Accounting Personnel will be responsible to send via the most efficient method all relevant data and documentation to the Consultant on an as needed basis.
 3. Should the Consultant be required to provide services beyond the above Mentioned routine services detailed in items 1 and 2, those services shall be provided only with prior authorization from the Owner and shall be billed at the following rates;

Engineering (not related to Operations)	\$130.00 per hour
Corporate Management	\$95.00 per hour
Operations	\$80.00 per hour
Mechanics	\$65.00 per hour
Laborer	\$55.00 per hour

4. Termination: This Agreement may be terminated in whole or in part in writing by the Owner and/or the Consultant for its convenience, provided that the other party is given (1) not less than sixty (60) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. The Consultant will be entitled to be paid for services rendered up to the effective date of termination.

The Owner shall pay to the Consultant, for the above mentioned routine services, a yearly sum not expected to exceed \$12,500.00.

Billing for the above mentioned routine personnel services will be on a time and materials basis. Consultant services will be billed at an hourly rate of \$80.00. Materials

classified as direct expenses (travel, postage, reproduction, etc.) will be billed on the monthly invoice at cost.

The contract Agreement duration will run from JANUARY 1, 2020 through DECEMBER 31, 2024. Invoices will be submitted on a monthly basis to the Owner and payments are due to the Consultant within thirty (30) days of the invoice date.

Additional Services found below in Item 5 are exceptional to the routine services identified in Items 1 and 2 and are to be provided by the Consultant solely at the specific request of the Owner and only as requested and required by NYCDEP:

5. With respect to the New York City O&M Agreement (herein referred to as the City O&M Agreement), the Consultant will provide the following administrative services in conjunction with the Owner and only with the prior approval of the Owner:
 - a. Tracking changes to the State and Federal regulations regarding regulatory upgrade.
 - b. Updating the O&M Manual as necessary to be in compliance with Section 18-36(a) (4) of the Watershed Regulations.
 - c. Track allowable litigation costs.
 - d. Track allowable fines and penalties.
 - e. Address budget disputes with the City.
 - f. Maintain and make available documentation including purchase orders, paid bills, cancelled checks, certified payroll and machinery use records.
 - g. Address disputes involving reconciliation with NYC. Legal services are not a part of this Scope of Work.
 - h. Administer and track the mandatory clauses for all contractors, subcontractors, and employees in accordance with the City O&M Agreement.
 - i. Ensure that all contracts contain the mandatory provisions in accordance with the City O&M Agreement including the provisions, which require the subcontractor to perform all work in accordance with the O&M Manual and in accordance with all applicable laws.
 - j. Ensure all contractors comply with Vendex.
 - k. Maintain files such that all non-privileged materials and documents that are prepared pursuant to the Agreement can be forwarded to the


City upon request. Records must be in an accessible file. Records must include financial records, receipts, management disbursement of funds. Records must be maintained for seven (7) years.

- l. Prepare an annual report of (i) any unanticipated Operation and Maintenance problems arising during the preceding year and measures taken to address such problems; (ii) any violations of the SPDES permit during the preceding year and measures taken to address such violations, (iii) any recommended changes to the O&M Manual and reasons therefore, (iv) any foreseeable unusual and large operation and maintenance expenses in the upcoming year and (v) any other matters the City requires to be addressed in the report.
- m. Ensure that any consultant, contractor and subcontractor retained by the Owner shall have any insurance in the amount and scope sufficient to protect the interest of the City. The Owner is to provide the City at the beginning of each fiscal year with documentation of all insurance policies to be held by the Owner and the Owner's contractor, consultants, and subcontractors. The documentation must be in a form acceptable to the City. The owner may request the City's confirmation that it is acceptable.
- n. Notify the City of any force majeure event.
- o. Cooperate with any investigation or audit inquiry.

The Consultant shall invoice on a monthly basis, the Owner for the additional services rendered under Item 5 at the hourly rate of \$80.00. It is to be understood that services identified in Item 5 shall be provided by the Consultant in conjunction with the Owner only with prior authorization from the Owner.

IN WITNESS, WHEREOF, The Owner and the Consultant have hereunto set their hands the day and year first above mentioned.

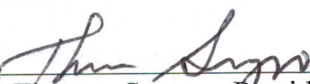
**VILLAGE OF ANDES,
NEW YORK**

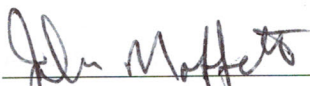
By: 
Wayland Gladstone,
Town Supervisor

Attest: 

Date: 11/7/2019

**CEDARWOOD
ENVIRONMENTAL
SERVICES**

By: 
Thomas Suozzo, President

Attest: 

Date: 10-21-19