



LVDV Operations, Inc.

CONTRACT OPERATIONS OF WATER AND WASTEWATER FACILITIES

Your Water Our Sacred Trust

BOICEVILLE SEWER DISTRICT TOWN OF OLIVE, NEW YORK

PROPOSED CONTRACT AMENDMENT TO ALLOW SUBCONTRACTING OF ADMINISTRATIVE BOOKKEEPING SERVICES

February 22, 2024

Hon. James Sofranko, Supervisor
Town of Olive
PO Box 180
West Shokan, NY 12494

Re: Boiceville Sewer District Bookkeeping

Dear Supervisor Sofranko;

The scope of work for the base contract for operator services (attached herewith) between the Town of Olive and LVDV Operations, Inc. for the Boiceville Sewer District dated April 19, 2010 (and amended for continued operator services on January 21, 2014, on January 10, 2016, and on December 30, 2019) includes several administrative services at **Appendix A, SCOPE OF OPERATOR SERVICES AND OWNER RESPONSIBILITIES**, p12, Section 1. **BASIC SERVICES:** part r., as follows:

“r. Administrative Services including the following:

- ! Annual O&M Budget preparation and submission to NYCDEP For approval;
- ! O&M Budget Tracking
- ! Review of Monthly expenditures for WWTP
- ! Annual O&M Budget Reconciliation for NYCDEP as per Town and NYC O&M Agreement;
- ! Quarterly Disbursement Request for Funding preparation and submission To NYCDEP in order to receive O&M monies for WWTP operation;
- * ! Preparation and Distribution of annual bills to sewer system users, including necessary meter reading;
- * ! Arrange for receipt of user bill payments by a local bank and maintenance of payment records;
- * ! Maintain and balance necessary bank accounts for operation of the sewer system and payment of its expenses;
- * ! Prepare and submit to the Town for approval annually an appropriate list of delinquent user accounts for addition to real property tax bills collection;
- * ! Prepare all checks for payment of operating costs of the sewer system for signature by the Town Supervisor, including appropriate mailing envelopes; and
- ! Assist the Town Building Inspector as needed in the enforcement of the Town Sewer Use Law.”

197 Elm Street
PO Box 610
Cobleskill, NY 12043
(518) 234-4028

Hon James Sofranko, Supervisor
Town of Olive
February 22nd, 2024

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With the exception of the first bullet, annual O&M budget preparation, and the last (eleventh) bullet, assist the Town Building Inspector as needed in the enforcement of the Town Sewer Use Law, all of these services are bookkeeping services. Bullets six through ten highlighted by an asterisk are bookkeeping services that are not offered by our firm to any of our clients except the Town of Olive Boiceville Sewer District. Though bookkeeping is not really our area of expertise, we have provided these services to the Town of Olive successfully and continuously since 2010. Operation and maintenance of wastewater facilities is our area of expertise, and we currently have 10 full-time and over a dozen part-time operators on our staff. However, we have only one (1) bookkeeper on staff.

Given this circumstance, we need to have the option of subcontracting bookkeeping services to a qualified bookkeeping service should that become necessary or desirable. However, the base contract prohibits subcontracting under **GENERAL TERMS AND CONDITIONS**, Section 12. **No Subcontractors**:

“Unless otherwise approved by the WWTP Owner, all of the Services to be performed under this Contract shall be performed by the employees of the Plant Operator.”

Therefore; we request a contract amendment that excludes the bookkeeping services of Appendix A 1. BASIC SERVICES: r. from the subcontracting prohibition of **GENERAL TERMS AND CONDITIONS**, Section 12. **No Subcontractors**.

If you agree, then **GENERAL TERMS AND CONDITIONS**, Section 12. **No Subcontractors** is hereby amended to:

“Except for the Administrative Services described in Appendix A. 1. Basic Services: r., bullets 2 through 10, herein called “bookkeeping services”, unless otherwise approved by the WWTP Owners, all of the services to be performed under this Contract shall be performed by the employees of the Plant Operator. Should the Plant Operator choose to subcontract the bookkeeper services, the specific subcontractor shall be subject to approval by the Town Supervisor.”

LVDV Operations, Inc. hereby acknowledges its responsibility to orient and train the subcontracted bookkeeper in the services specific to the Boiceville Sewer District, should LVDV Operations decide to subcontract such services.

The original base contract is attached herewith for reference.

Should there be any questions in regard to this proposal or our firm's services in general please do not hesitate to contact me at (518) 234-4028 (office) or (518) 231-3052 (cell). Also, if you wish, please call to make arrangements for a meeting. We look forward to a continued and mutually beneficial relationship.

197 Elm Street
PO Box 610
Cobleskill, NY 12043
(518) 234-4028

Hon James Sofranko, Supervisor
Town of Olive
February 22nd, 2024

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If you agree and accept this amendment, please sign below and return 2 copies to LVDV Operations, Inc.

Very truly yours,



Henry Lamont, PE
General Manager
LVDV Operations, Inc,
Your Water Our Sacred Trust



Date

Accepted by:

Date

James Sofranko, Supervisor

"R:\LVOAdmin\Current Clients\L-10-26 Boiceville\Contracts -Proposals\2024 Administrative Subcontracting Agreement"

OPERATION AND MAINTENANCE CONTRACT

between

The Town of Olive

and

LVDV Operations

THIS AGREEMENT is made and dated APRIL 19TH, 2010 by and between the Town of Olive (the "Town" or "WWTP Owner") with an address of P.O. Box 96, West Shokan, NY 12494, and LVDV Operations, Inc. ("LVDV" or "Plant Operator"), with an address of 548 Main St. Cobleskill, NY 12043.

RECITALS

A. WHEREAS, the Town Board of the Town of Olive previously entered into an agreement (the "Agreement") with the Catskill Watershed Corporation ("CWC") to participate in the Community Wastewater Management Program ("Program"), which program will provide for the design and construction of a wastewater management project in the Olive Sewer District No. 1 pursuant to the Community Wastewater Management Program and Stormwater Retrofit Program; and

B. WHEREAS, the CWC through the Program, will provide full funding for the wastewater management project through a block grant; and

C. WHEREAS, pursuant to the Program, the WWTP Owner is entitled to the design, construction, operation and maintenance of a sewer collection system and pipeline, more particularly described in the Engineer's Preliminary Scope of Work, to be paid for by the City of New York (the "City")

D. WHEREAS, the community septic sewer, sewer collection system and pipeline have come to be constructed and operational;

E. WHEREAS, the WWTP Owner is desirous of entering into an agreement for the purchase of services from operator(s) to complete the agreed upon tasks as they relate to the operation of the community septic system, collection system and pipeline;

F. WHEREAS, pursuant to this Agreement, WWTP Owner will subcontract the day-to-day operation and maintenance to Plant Operator.

G. WHEREAS, the WWTP Owner desires to enter into a contract with the Plant Operator for Operation and Maintenance Services of the collection system and pipeline ("Services") as hereinafter defined and the Plant Operator is willing and able to provide such services.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the WWTP Owner and the Plant Operator agree as follows:

GENERAL TERMS AND CONDITIONS

1. Incorporation of Recitals. The Recitals are incorporated into this Agreement as though fully set forth at length.

2. Services of the Plant Operator.

(a) The Plant Operator shall furnish those operation and maintenance services set forth in Appendix A, Scope of Services and Owner Responsibilities . Said Services may be amended from time to time in writing, only upon the consent of the WWTP Owner and the Plant Operator in accordance with this Contract..

(b) The Services shall be performed in accordance with Appendix B, Draft Operation & Maintenance Manual attached hereto. Upon finalization of the Operation & Maintenance Manual, the final document will be substituted for Appendix B. The WWTP Owner agrees to comply with the protocols set forth in Appendix A that apply to the WWTP Owner and to provide such further assistance that the Plant Operator may reasonably require in the performance of Services under this Contract.

(c) To provide the competent, administrative, supervisory and technical personnel.

(d) Administer all emergency repairs under the emergency call-out conditions set forth in Appendix A.

(e) To provide information regarding its services required for the preparation of the annual budget.

(f) To be available for routine inspections and meetings with the DEC and DEP. If these meetings occur offsite and are in addition to the staffing requirements set forth herein, this time shall be billed hourly in accordance with Appendix A, Attachment 1.

(g) To comply with all city, state, federal and local laws/and regulations governing the operation and maintenance of the sewer collection system and pipeline.

- (h) Perform routine preventative and corrective maintenance.
 - (i) Obtain parts and other materials necessary for emergency repairs to be billed on a time and materials basis if the emergency repairs cannot be completed during normal business hours in accordance with Appendix A, Attachment 1.
 - (j) The Plant operator reserves the right to amend its services and/or costs once the operation and maintenance manual has been approved by DEP. The WWTP Owner reserves the right to terminate the contract if the proposed modifications are, in its sole discretion, unacceptable.
3. Capacity to Perform Work. The Plant Operator represents that it has the capability to perform the Services required by this Contract, and will maintain that capability during the life of this Contract and provide qualified staff, in conformance with its obligations hereunder.
4. Duration of Contract. This Contract shall be effective on the date recorded above and shall expire August 1, 2013 unless sooner terminated pursuant to its terms. Expiration or termination of this Contract shall not affect the rights and obligations of the parties accrued prior to such expiration or termination, except as otherwise provided for herein.
5. Payment for Services.
- (a) The Plant Operator shall be compensated by the WWTP Owner for Service rendered on a fixed fee basis for the services within the Scope of Services at the rates set forth in Appendix A, Attachment 1. For services outside the Scope of Services, upon approval of the WWTP Owner, the Plant Operator will be compensated based on actual work performed, on a time and material basis, in accordance with and subject to the billing rate set forth in Appendix A, Attachment 1 attached hereto.
 - (b) The Parties acknowledge and agree that the City of New York is obligated under the O&M Agreement to make payment to the WWTP Owner for Services provided by the Plant Operator under this Contract. The WWTP Owner agrees to use its best efforts to ensure that the Plant Operator is paid promptly for Services provided under this Contract.
 - (c) The Plant Operator acknowledges and agrees that WWTP Owner's obligation of payment to the Plant Operator is contingent upon (i) NYCDEP's approval of such costs in accordance with this Agreement, (ii) the Plant Operator's compliance with the procedures set forth in this Contract including performing work in accordance with the Services described in Appendix A, and (iii) DEP's subsequent review of adequate documentation of costs incurred in accordance with paragraph 7, below. In the event any

of the foregoing contingencies fail to occur, WWTP Owner shall have no liability to the Plant Operator for the payment.

(d) Any funds disbursed to the Plant Operator hereunder shall be used exclusively for the work pursuant to this Contract.

6. Compensation.

The rate of compensation paid under this Contract may, under certain circumstances, require NYCDEP written approval. In the event such approval is required and is obtained from NYCDEP, copy of such approval shall be forwarded to the WWTP Owner.

7. Payment Procedure.

The Plant Operator shall provide the WWTP Owner and his authorized agent, if any, with invoices on a monthly basis. Each invoice for Services shall be one-twelfth (1/12) of the total service charge for the year. The WWTP Owner or his authorized agent shall pay the invoice within thirty (30) days of receipt of such invoices.

The Plant Operator shall provide the WWTP Owner or his agent with proof of payment of such invoices within twenty (20) calendar days of disbursement of funds to the Plant Operator. Proof of payment submitted by the Plant Operator shall be sufficient to allow the WWTP Owner to document that billings and invoices were paid, such as copies of invoices, purchase orders, canceled checks and payroll records certified by the WWTP Owner, copies of all professional agreements, and other forms of cost documentation as may be requested by the WWTP Owner or NYCDEP.

8. Performance of Work.

The Plant Operator shall perform all work in accordance with the terms of the Agreement and in accordance with the *Draft Operation & Maintenance Manual*, the contents of which are set forth in Appendix B and applicable law. In the event of a conflict between the terms of this Contract and the provisions set forth in the *Draft Operation & Maintenance Manual*, the terms of the *Draft Operation & Maintenance Manual* are controlling.

9. Final Payment Acceptance.

(a) The acceptance by the Plant Operator, its successors or assigns, of payment made on the final voucher under this Contract shall constitute a full and complete release of the WWTP Owner from any and all claims, demands and causes of action whatsoever, which the Plant Operator, its successors or assigns have or may have against the WWTP Owner under the provisions of this Contract.

(b) The Plant Operator, however, shall not be barred from commencing an action for breach of contract under this provision provided that a detailed and verified statement of claim is served upon the WWTP Owner, not later than thirty (30) days prior to the receipt of the request for such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

10. Reports and Communications.

(a) The WWTP Owner will advise Plant Operator as to the form in which reports are to be submitted to the WWTP Owner. Plant Operator shall provide reasonable supporting documentation as requested, to the extent such documentation is not inconsistent with Plant Operator's obligations of confidentiality to its other clients.

(b) All written communications, correspondence, invoices, memoranda, reports and studies must be submitted to the WWTP Owner. Plant Operator is responsible for detailed checking and quality of work represented by the documentation. The WWTP Owner's errors or omission in reviewing such documentation will not relieve Plant Operator of this responsibility. The WWTP Owner's review and/or approval of the work or parts thereof submitted by Plant Operator does not relieve Plant Operator of its professional responsibility for the work performed.

11. Records. The Plant Operator shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for seven (7) additional years thereafter. The City Comptroller, State Comptroller, the Attorney General and NYCDEP shall have access to the Records during normal business hours at an office of the Plant Operator within the State of New York, or if no such office is available, at mutually agreeable location within the State of New York.

12. No Subcontractors.

Unless otherwise approved by the WWTP Owner, all of the Services to be performed under this Contract shall be performed by the employees of the Plant Operator.

13. Suspension or Termination of Performance.

(a) The WWTP Owner shall have the right to terminate the services for which the Plant Operator is engaged hereunder at any time for any reason deemed to be in the WWTP Owner's interest, provided that sixty (60) calendar days written notice is delivered to the Plant Operator. In such event, the Plant Operator shall be paid such part of the Fee as shall have been earned by him up to the date of termination.

(b) It is the intent of this Contract to secure the personal services of the Plant Operator. Failure of the Plant Operator for any reason to make such personal services available to the WWTP Owner to the extent necessary to perform the Services required skillfully and promptly, shall be cause for termination of this Contract.

14. Representations and Warranties.

(a) The Plant Operator shall not engage in any unlawful discrimination in hiring based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, and Plant Operator shall require a similar statement in any and all subcontracting agreements and agreements with subcontractors.

(b) The Plant Operator represents and warrants that no person was employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation, and that no payment, gift or any thing of monetary value was made, given or promised to obtain the Agreement or any other agreement with the City or WWTP Owner.

(c) The Plant Operator warrants that nothing contained in this Contract or in any subcontract shall impair the rights of the City/NYCDEP/WWTP Owner or EFC under the Upgrade Contract, Watershed Regulations, or the MOA.

(d) The Plant Operator warrants that nothing contained in this Contract shall create any contractual relation between the Plant Operator and the City/NYCDEP or EFC.

(e) To the extent Plant Operator performs any public work within the meaning of Section 220 of the New York State Labor Law, it shall pay not less than the prevailing wage to laborers, workmen and mechanics performing such public work pursuant to Section 220 and shall comply with all other provisions of Section 220 of the Labor Law. It is not anticipated that Plant Operator will be performing under this Plant Operator's Contract any public work within the meaning of Section 220 of New York Labor Law.

15. VENDEX Representations.

(a) Plant Operator represents and warrants to the WWTP Owner as follows:

(i) The Plant Operator, its officers and directors, have not engaged in any criminal conduct in connection with government contracts or the conduct of business activities, involving (A) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other crimes; (B) bribery, fraud, bid rigging,

embezzlement, theft, perjury, forgery, or other comparable crimes, (C) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into questions the integrity of the Plant Operator, or (D) conspiracy to do any of the above actions.

(ii) There has been no determination by a person or entity which has jurisdiction of a willful noncompliance of the prevailing wage requirements of Section 220 of the New York Labor Law against the Plant Operator, or any affiliate thereof.

(iii) There has been no determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law, including (but not limited to) the failure to maintain required workers' compensation or disability coverage, against the Plant Operator or any affiliate thereof.

(iv) There has been no determination made by a person or entity which has jurisdiction, of a submission by the Plant Operator to a governmental agency of a false or misleading statement on a uniform questionnaire or other form, in connection with a bid or proposal for or award of a contract or request for approval of a subcontractor.

(v) There has been no conviction or judgment of civil liability against the Plant Operator for fraud in connection with a bid or proposal for an award of a contract or request for approval of a subcontractor.

(vi) There has been no debarment nor current suspension of the Plant Operator for reasons of business integrity from consideration of the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation, providing for notice of hearing.

(vii) The Plant Operator has no arrears for more than one year on income, sales or payroll taxes (unless the Plant Operator is in good faith contesting such payments with the appropriate taxing authority).

(vii) The Plant Operator shall require identical representations and warranties of all of its subcontractors in connection with its fulfillment of this Contract.

(b) The Plant Operator has completed the appropriate City Vendor Information Exchange System ("VENDEX") questionnaire and has submitted the completed VENDEX questionnaire to New York City ("the City").

16. Independent Contractor.

Plant Operator and its employees and agents, for all purposes hereunder, shall be deemed independent contractors and not employees of the WWTP Owner.

17. Authority.

Plant Operator represents that it has the legal ability to enter into this Contract and that Plant Operator or its employees are not subject to any restrictive obligations imposed by any third party that would impair Plant Operator's or its employees' ability to consult with and give testimony on behalf of the WWTP Owner.

18. Insurance.

The Plant Operator shall obtain and maintain during the life of this contract, at this own expense, such Worker's Compensation, Public Liability and Professional Liability insurance as will adequately protect the Plant Operator from claims which may arise or result from the Plant Operators' performance or by anyone employed by him. Upon request from the WWTP Owner, the Plant Operator shall provide a Certificate of Insurance attesting to the requisite coverage and limits.

19. Indemnification.

The Plant Operator agrees to defend, indemnify and hold harmless the WWTP Owner and DEP from any and all claims, fires, penalties, additional costs and judgments against any of them, including reasonable attorneys' fees, for damages and from costs and expenses or which they may suffer or incur by reason of any loss, enforcement action, property damage, bodily injury, or wrongful death, resulting from the negligence, omission or willful tort of the Plant Operator or anyone employed by the Plant Operator in the performance of this Contract, or from the failure to comply with any of the provisions of this Contract, or any law or regulation of any governmental body or agency having authority over the operation and maintenance of the WWTP.

20. Governing Law.

(a) This Contract shall be deemed to be executed in the State of New York, regardless of the domicile of the Plant Operator, and shall be governed by and construed in accordance with the laws of the State of New York.

(b) The Parties agree that any and all claims asserted by or against the WWTP Owner, EFC or NYCDEP arising under this Contract or related thereto shall be heard and determined in the Supreme Court of Delaware County.

(c) The Plant Operator agrees that if the WWTP Owner initiates any action against the Plant Operator, service of process may be made on the Plant Operator either in person, wherever such Plant Operator may be found, or by registered mail addressed to the Plant Operator at its address as set forth in this Contract, or to such other address as the Plant Operator may provide to the WWTP Owner/EFC in writing; and

21. Notice of Claim.

The Plant Operator shall report to the WWTP Owner in writing three (3) business days of the receipt of service of process against the Plant Operator of any legal action or proceeding in connection with or relating to this Contract.

22. Investigation Clause.

The Parties to this Contract agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (State) or City of New York (City) governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of a material provision of this Contract.

23. Notices.

Any notice, approval, acceptance, request, bill, demand or statement hereunder from either party to the other shall be in writing and shall be deemed to have been given when received by fax or delivered by hand, or by certified mail, return receipt requested, or by overnight or regular mail, addressed to the other party at the address shown at the beginning of the Contract. Either party may at any time change its address by delivering or mailing as aforesaid to the other party a notice stating the changed address.

24. Survival.

All representations, indemnifications, warranties and guarantees made in, required by or given by the Plant Operator in accordance with the Contract as well as any continuing obligations indicated in the contract, to survive termination, will survive final payment to the Plant Operator, completion of the work and termination or completion of the Contract.

25. Non-Impairment of Rights.

Plant Operator agrees that nothing contained in this Contract or any subcontracts shall impair the rights of the City or the EFC under the City-EFC Contract, Watershed MOA, or the Watershed Regulations. In the event any provision of this Contract conflicts with any provision in the Upgrade Contract, City-EFC Contract, Watershed Regulation, or Watershed MOA, that provision of this Contract will be deemed null and void.

26. Severability.

This Contract is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the Parties hereto, and superseding all prior negotiations, understanding and agreements of such Parties. If any term or provision of this Contract or the applications thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Contract shall continue in full force and effect, but without giving effect to such term or provision.

27. Amendments.

No amendment to this Contract shall be binding on the Plant Operator or the WWTP Owner unless executed by the Party against whom enforcement of such amendment is sought.

28. Non-assignment Clause.

This Contract or any part thereof may not be assigned by the Plant Operator or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous Consent, in writing, of the WWTP Owner. Any attempts to assign this Contract without the WWTP Owner's written Consent are null and void.

29. No Default.

The Plant Operator represents that it is not in arrears to New York City upon debt or contract and is not in default on a surety or otherwise upon any obligation to New York City and has not been declared not responsible or disqualified by any agency of New York City or State of New York or public authority, nor is there any proceeding pending relating to the responsibility or qualifications of the Plant Operator to receive public contracts.

30. Labor Law.

It is hereby agreed that all applicable provisions (if any) of the Labor Law of the State of New York shall be carried out in the performance of this Contract.

31. Compliance with Applicable Laws.

The Plant Operator agrees that he and all persons employed to perform the Services hereunder, including subcontractors, agents, officers and employees, shall comply with all applicable laws and all applicable requirements of governmental agencies and departments in the jurisdiction in which the Services are performed.

32. Captions or Headnotes.

The captions or head notes on Articles or Sections of this Contract are intended for convenience and for reference purposes only and in no way define, limit or describe the scope or intent thereof or in any way affect the Contract.

33. Defense of Claims.

In the event any claim is made or any action brought in any way related to the Contract herein, the Plant Operator shall diligently render to the WWTP Owner without additional compensation any and all reasonable assistance which the WWTP Owner may require of the Plant Operator .

34. Complete Contract.

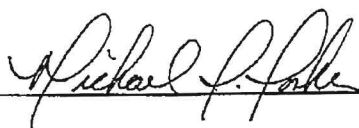
This Contract supersedes any prior written or oral understanding related to the duties, responsibilities and obligations related to the subject matter of this Contract.

IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first written above.

Town of Olive - WWTP Owner

DEPUTY SUPERVISOR By: 

LVDV Operations, Inc. - Plant Operator

President AND General Manager By: 

Appendix A

SCOPE OF OPERATOR SERVICES AND OWNER RESPONSIBILITIES

1. BASIC SERVICES:

- a. All personnel services for operation fo the Plant. Staff provided by the operator for the wastewater facility will meet all NYSDEC certification requirements throughout the contract duration. Staff scheduling will be sufficient to maintain and operate the facility throughout the contract duration in accordance with the NYSDEC approved Staffing Plan. The Chief Operator will have a minimum NYS 3A certification.
- b. All process control work.
- c. All routine maintenance and usual repairs.
- d. Have available technical support (by non-operations personnel) associated with normal plant operations.
- e. Sampling and analysis including:
 - ! Collecting samples for on-site and contract laboratory analysis for SPDES permit required testing.
 - ! Completing chain of custody forms and packaging samples for subsequent shipment by the Owner to the contract laboratory.
 - ! Performance of on-site analyses for SPDES and operations control utilizing equipment provided at the WWTP.
- f. Collection System and Pumping Station Operation and Maintenance.
- g. Tracking Watershed Equipment and Methods related costs.
- h. Tracking changes to State and Federal Regulations regarding the WWTP.
- i. Differentiation of O&M costs covered under the City O&M Agreement and O&M costs not covered under the City's O&M Agreement.
- j. Ensure that all contracts contain the mandatory provisions in accordance with

the City O&M Agreement including the provisions which require the sub-contractor to perform all work in accordance with the O&M Manual and in accordance with all applicable laws.

- k. Updating the O&M Manual as necessary to be in compliance with Watershed Rules and Regulations.
- l. Track allowable fines and penalties.
- m. Maintain and make available documentation including purchase orders, paid bills, cancelled checks, and machinery records.
- n. Maintain files such that all non-privileged materials and documents that are prepare pursuant to the Agreement can be forwarded to the City upon request. Records must be in an accessible file. Records must include the dates of all maintenance activities required by the O&M manual and the SPDES permit financial records, receipts, and management disbursement of funds. Records must be maintained for seven (7) years.
- o. 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 therefor; (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.
- p. Notify the City of any *force majeure* event.
- q. Cooperate with any investigation or audit inquiry.
- r. Administrative Services including the following:
 - ! Annual O&M Budget preparation and submission to NYCDEP For approval;
 - ! O&M Budget Tracking
 - ! Review of monthly expenditures for WWTP
 - ! Annual O&M Budget Reconciliation for NYCDEP as per Town and NYC O&M Agreement;
 - ! Quarterly Disbursement Request for Funding preparation and submission To NYCDEP in order to receive O&M monies for WWTP operation;
 - ! Preparation and distribution of annual bills to sewer system users, including necessary meter reading;
 - ! Arrange for receipt of user bill payments by a local bank and maintenance

- of payment records;
 - ! Maintain and balance necessary bank accounts for operation of the sewer system and payment of its expenses;
 - ! Prepare and submit to the Town for approval annually an appropriate list of delinquent user accounts for addition to real property tax bills collection;
 - ! Prepare all checks for payment of operating costs of the sewer system for signature by the Town Supervisor, including appropriate mailing envelopes; and
 - ! Assist the Town Building Inspector as needed in the enforcement of the Town Sewer Use Law.
- s. Use of WWTP staff to serve as the Town's inspector for new lateral connections to the collection system, to be done in accordance with the Town's Sewer Use Law. This service to include initial lateral connections as well as review and inspection of any future connections to the system while or Operations Agreement remains in effect.

2. OWNER RESPONSIBILITIES:

- a. Buildings and Grounds Maintenance including:
 - ! Lawn care and weed-whacking;
 - ! Snow plowing and removal; and
 - ! Structural repairs and improvements to buildings.
- b. All Utilities
- c. All equipment, materials and supplies necessary to operate the WWTP
- d. ELAP analyses shipping and contract costs
- e. Sludge disposal and hauling costs
- f. SPDES permit fee
- g. Specialized maintenance contracts
- h. Chemicals
- i. Submission of delinquent user accounts to Ulster County for addition to property tax billings
- j. Plant insurance

- k. Capital improvements
- l. All excavation work
- m. All legal services

3. **ADDITIONAL SERVICES (Billed by the hour):**

- a. Emergency call-outs, i.e. alarms at treatment plant, sewer blockages outside of normal staffing hours.
- b. Providing any services identified as **OWNER RESPONSIBILITIES** above.

Attachment No. 1

Cost of Operator Services
Olive Community Wastewater System

For services to be provided in accordance with those conditions outlined under Appendix A, herein:

A. TOTAL (Item 1 - Basic Services) OPERATIONAL SERVICES FEES:

2010:	\$251,900
2011:	\$259,600
2012:	\$267,500

B. Hourly Rates (Item 3 - Additional Services):

2010:	\$58.00 per hour
2011:	\$60.00 per hour
2012:	\$62.00 per hour