



# Cost and Revenue Review Agreement

This Agreement, made as of the last date signed below, is by and between Village of Wesley Hills (hereinafter referred to as CLIENT) and U-Audit Associates, LLC (together, “U-Audit”).

## I. Services Available

Optimization and Reduction Services: U-Audit will review service types as specified below by CLIENT for the purposes of obtaining refunds (by check or account credit) and identifying cost reductions. U-Audit will discuss findings with CLIENT and upon CLIENT approval of each U-Audit recommendation, U-Audit will file claims, negotiate with suppliers, and implement CLIENT-approved cost-reducing changes. CLIENT is free to put limitations, conditions and parameters on U-Audit if CLIENT provides permission for U-Audit to file a claim, negotiate with suppliers and/or implement CLIENT approved cost-reducing changes. U-Audit will submit a report of cost-reducing changes to CLIENT for CLIENT’s review and approval prior to taking any action on a recommended change.

## II. Services Selected

U-Audit will perform the above-described services for CLIENT service types as indicated with a “yes” below:

Revenue/Cost Type	Indicate “Yes” for desired types	Fee % - Refunds	Fee % - Cost Savings
A. Cable Franchise Fee Revenue	YES	40%	n/a
B. Gross Receipts Tax Revenue	YES	40%	n/a
C. Electricity including street lighting and traffic signals	YES	40%	40%
D. Natural gas	YES	40%	40%
E. Water and wastewater		40%	40%
F. Propane and other gases		40%	40%
G. Waste removal (trash, medical, bio, document destruction, etc.)		40%	40%
H. Telecom (voice, data, internet, cable TV)		40%	40%
I. Cellular phones & devices		40%	40%
J. Bank fees		40%	40%
K. Merchant processing fees		40%	40%
L. Outside payroll processing fees		40%	40%
M. Small parcel shipping (FedEx, UPS, etc.)		40%	40%
N. Other (please specify):		40%	40%

### III. Fees

CLIENT will pay fees to U-Audit as follows based on identified savings or refunds:

- A. **Refunds:** Any refunds recovered due to U-Audit's efforts are subject to a one-time fee equal % of each refund indicated in Section II. This fee is payable after the CLIENT has received the refund check or credit, and the correction has been verified by U-Audit.
- B. **Client-approved Regulated Electricity Market Cost Reductions for rates/tariffs:** For any cost reductions recommended by U-Audit and implemented by CLIENT, or as a result of a billing error correction, U-Audit will share in the resulting savings at the percentage indicated in the Section II for the first 30 months following implementation and documentation of the changes and acceptance of the change or refund by the appropriate authority or supplier. This fee will be payable monthly, or CLIENT may elect to prepay the entire amount. At the sole discretion of the CLIENT, a specific Cost-reduction recommendation may not be approved for implementation but if that recommendation is later implemented within 30 months after termination of the Agreement, those cost reductions and billing error correction are subject to this fee.
- C. **Client-approved Energy Supply Procurement:** For any cost reductions recommended by U-Audit and implemented by CLIENT, U-Audit and its partner shall be compensated, at no cost to CLIENT, directly from energy suppliers using the method described below. As required by energy suppliers, U-Audit will be the exclusive provider of deregulated energy procurement consulting services. For deregulated procurement, U-Audit is authorized to receive an adder from energy suppliers based on the pricing schedule below:

Energy Type	Adder	Unit of Measure
Electric Procurement	\$0.004	per kWh
Natural Gas Procurement	\$0.030	per Dth

### IV. Term

The initial term of this Agreement is one year and may be extended in writing by the parties. This agreement may be cancelled in writing by either party with at least 30 days' written notice. Any fees due U-Audit, as indicated in Sections II and III above, will continue to be payable, regardless of cancellation or expiration of this Agreement, for findings in process at the time of cancellation or expiration of this Agreement. Findings in process include refunds identified but not yet collected, cost reductions implemented and accepted by the supplier but for which all fees have not yet been billed, and cost reductions identified but not yet implemented and later implemented by CLIENT within 30 months of the termination.

### V. Other

- A. Except as noted on a referenced attachment to this Agreement, CLIENT is not currently working on pursuing refunds or implementing cost-reduction items. If CLIENT becomes aware of a refund or cost-reduction opportunity that is not part of U-Audit's efforts, and CLIENT elects to pursue that opportunity on its own, then CLIENT agrees to notify U-Audit in writing upon CLIENT'S discovery of that opportunity.  
 If checked, please see attachment.
- B. CLIENT will cooperate with U-Audit by signing letters of authority to suppliers, supplying copies of appropriate bills, completing forms, and providing other documentation and information. CLIENT agrees that it will not undertake new price negotiations or rate changes associated with the Service Types marked "Yes" in Section II until U-Audit's analysis and report for each area is presented to CLIENT. U-Audit should work directly with suppliers to effectively correct billing errors, negotiate price and rate changes, and implement CLIENT-approved cost-reduction items. If in response to cost-reduction recommendations presented by U-Audit, CLIENT chooses to: 1) implement a similar cost-reducing change, 2) pursue on its own a refund or implement a cost-reduction item that was recommended by U-Audit, and/or 3) benefit from a refund or cost-reduction item based on an issue identified by U-Audit but available to CLIENT through the actions of third parties, U-Audit is still entitled to its fees.
- C. U-Audit is permitted by CLIENT to use specialists on a subcontract basis in the performance of the work as described in this Agreement at no additional cost to CLIENT, if U-Audit deems the use of such specialists to be beneficial.

- D. Fees are payable to U-Audit within 30 days of date invoiced. Late fees are payable on invoices more than 10 days past due at the rate of 1.5% per month. In the event that an invoice remains past due for more than 75 days, U-Audit may issue a one-time invoice after giving the CLIENT a 15 day written notice for the projected total amounts due U-Audit over the remaining term of the cost-savings share period. Such invoice will be due immediately.
- E. U-Audit agrees that any and all information obtained from the CLIENT is deemed confidential and proprietary and, upon request, shall be returned to the CLIENT within 30 days. Any copies or electronic storage of the data shall be destroyed, and such destruction shall be confirmed by U-Audit. This provision shall also apply to any subcontractor, employee or independent party retained by U-Audit. However, it is understood that certain CLIENT information might be required to implement cost-reduction changes and the filing of refunds and to the extent CLIENT permits the implementation or filing and such is public record, then the information shall no longer be viewed as confidential.
- F. This is the entire Agreement between the parties.
- G. In the unlikely event of any disputes, the parties will attempt to settle the dispute among themselves. If unsuccessful, the dispute will be submitted to the American Arbitration Association in Albany, New York. The award of the arbitrator will include costs and reasonable attorneys' fees for the prevailing party.

CLIENT

by:

Signature	Date
Print Name	Title

U-Audit by:

Signature	Date
Print Name	Title