

RESOLUTION NO.2008-022

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR A WASTEWATER CLASS IV CONSULTANT.

WHEREAS, the Village of Waynesville has previously entered into an agreement with Joseph Hart to provide services as its Wastewater Class IV Consultant by Resolution No. 2005-045; and

WHEREAS, the Village of Waynesville desires to continue to utilize an independent contractor for the purposes of assisting with wastewater treatment plant operations; and

WHEREAS, The entire text of the said contract is attached hereto and marked as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WAYNESVILLE, MORE THAN TWO-THIRDS OF ALL ELECTED MEMBERS THERETO CONCURRING THAT:

~~Section 1: Resolved that the Village Manager of the Village of Waynesville is authorized to enter into a contract with Joseph Hart as an independent contractor for the purposes of providing wastewater services to the Village of Waynesville. The full text of the contract is attached hereto and marked as Exhibit "A."~~

Section 2: Resolved that this Resolution is necessary for the preservation of the health, safety, and welfare of the Village of Waynesville and for the specific purpose of insuring that the Village has the appropriate oversight of its wastewater treatment plant and that said oversight has been in place since 2004.

Section 3: Resolved, as set forth in the contract, that Joseph Hart is an independent contractor. Joseph Hart shall be required to provide to the Clerk of the Village of Waynesville proof that he has the required workman's compensation coverage for himself and any of his employees or agents. Joseph Hart is not an employee of the Village of Waynesville. He is not entitled to PERS from the Village of Waynesville, nor is he an eligible employee for any other Village employee benefits. In addition, Joseph Hart shall provide to the Clerk of the Village of Waynesville a certificate for insurance for errors and omissions, as well as professional liability insurance.

Section 4: This Resolution was passed in open session pursuant to Section 121.22 of the Ohio Revised Code and Section 3.07(B) of the Charter of the Village of Waynesville.

Adopted this 11th day of June 2008.

Attest: Staci Morris
Staci Morris, Clerk of Council

Earl J. Isaacs
Earl J. Isaacs, Mayor

1st reading - 06/02/2008

2nd reading - 06/16/2008

07/14/2008

Exhibit A

Contract

Whereas, the Village of Waynesville desires to enter into an agreement with an independent contractor for the purposes of overseeing compliant operation of its wastewater treatment facility; and

Whereas, the Village has determined that this oversight may be provided by someone who is not an employee of the Village of Waynesville; and

Whereas, Joseph Hart, who resides at _____, Ohio, has reviewed the needs of the Village of Waynesville and has determined that he has the proper licensure and possesses the ability to provide the services needed by the Village;

Now, therefore, the parties with intent to be legally bound, hereinafter agree as follows:

Section 1: Consideration and Job Description.

In consideration of the sum of seventy dollars and fifty cents per hour (\$70.50/hr.) shall be paid by the Village of Waynesville to Joseph Hart, Joseph Hart shall perform all activities relative to the oversight and operation of the wastewater treatment facility for the Village of Waynesville. These duties shall include providing all federal, state, and local license requirements for compliant operation of the plant as required by the Federal EPA and the Ohio EPA. In addition, these duties shall include oversight of sample collection, chlorine residual monitoring for the plant and the distribution system, replacing chemicals, and completion of all daily records and reports. Mr. Hart shall also provide the following basic services:

- (a) Full technical guidance and support of the wastewater treatment facility
- (b) Maintaining communication with plant staff regarding the operation and maintenance of the wastewater treatment plant and collection system
- (c) Technical support and supervision to plant staff by remaining on call to the plant staff and providing necessary technical support
- (d) Meeting with the Village of Waynesville staff to verify existing conditions and review operation.
- (e) Review of data input and record keeping and to respond to technical guidance questions as necessary.
- (f) Remaining on site ten (10) hours per week unless otherwise stipulated by the Village Manager or his/her designee. Meeting times shall be coordinated with the Village staff.

Section 2: Responsibilities of the Village of Waynesville.

The Village of Waynesville shall be responsible for providing the physical workplace for Joseph Hart to perform the said services on behalf of the Village. The personnel for the day-to-day operation of the plant shall be employees of the Village of Waynesville. These employees shall be qualified to properly maintain and operate the wastewater treatment facilities. The supervisor of these employees shall be the Village Manager of the Village of Waynesville or his/her designee. The Village Manager or a designee shall also serve as the primary contact person with

respect to the independent contract services being performed by Joseph Hart. If there is an emergency and Joseph Hart is contacted by a wastewater plant employee, he shall respond in an appropriate fashion and time frame.

The Village of Waynesville shall provide Joseph Hart with all necessary authority to access the plant. The employees of the Village of Waynesville shall be provided supervision by Joseph Hart regarding the proper operation and maintenance of the wastewater treatment facilities. It is the ultimate responsibility of the Utilities Supervisor to ensure that the recommendations are implemented. The Village of Waynesville is responsible to provide all necessary information as requested by Joseph Hart including engineering and operating data that may be useful in performance of his duties. The staff of the Village of Waynesville shall be made available at appropriate and convenient times.

Section 3: Insurance Certificates.

Joseph Hart shall provide to the Village Clerk of the Village of Waynesville certificates of workman's compensation for the State of Ohio covering himself and any employees. In addition, Mr. Hart shall provide professional liability coverage in the amount of \$1,000,000.00 single limit covering any alleged malpractice or errors and omissions. Said coverage shall be an ongoing condition of this contract, and the Village of Waynesville shall be advised by the carrier of any change of coverage or lapse of coverage.

Section 4: Miscellaneous.

Joseph Hart shall advise his employer of this contract and shall obtain permission from his employer to provide this service. This contract shall be subject to the laws of the State of Ohio. This contract remains in effect at the pleasure of both parties and may be terminated by either party with or without reason by providing written notice of termination thirty (30) days prior to the date of termination. This agreement may not be re-assigned.

In Witness whereof, the parties hereunto set their hands on the _____ day of _____
2008.

Bruce Snell
Village Manager

Joseph Hart