

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-29**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO A SERVICE AGREEMENT WITH PHIL KAUFMAN RELATIVE TO
THE VILLAGE WATER SYSTEM, AND DECLARING AN EMERGENCY**

WHEREAS, the Village currently operates a public water system and is therefore required to comply with all U.S. Environmental Protection Agency (EPA) and Ohio Environmental Protection Agency (OEPA) rules and regulations; and,

WHEREAS, each public water system is required to designate a OEPA-licensed operator to oversee the operation and testing of each water system; and

WHEREAS, Phil Kaufman has submitted a proposal to continue to be the designated OEPA-licensed operator for Village and provide the required services, as such; and,

WHEREAS, after reviewing the proposal, Village staff recommends entering into an agreement for said services; and,

WHEREAS, immediate action is required in order to ensure there is no lapse in coverage of a required OEPA-licensed water operator for the Village of South Lebanon water system, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a service agreement with Phil Kaufman, 605 Carrie Lane, South Lebanon, OH 45065 to provide OEPA-required services for the Village's water system, as attached hereto.

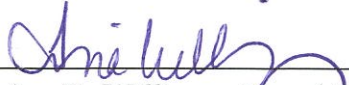
Section 2. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 3. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of

the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

Section 4. That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this 15th day of July, 2021.

Attest: 
Petrina D. Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended: / /2021 (if applicable)

Effective Date – / /2021

Vote - 5 Yeas
_____ Nays

First Reading – / /2021

Effective Date – / /2021

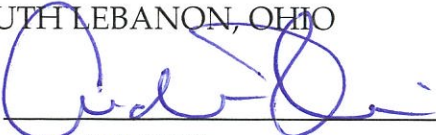
Second Reading – / /2021

Third Reading – / /2021

Vote - _____ Yeas
_____ Nays

Prepared by and approved as to form:

ANDREW P. MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 7/28/2021

AGREEMENT

This agreement made and entered into on the date stated below with an effective date of July 10th 2021, by and between the Village of South Lebanon, Ohio, a municipal corporation ("Village"), whose address is 10 N. High Street, South Lebanon, Ohio 45065, and Phil Kaufman ("Service Provider"), whose address is 605 Carrie Lane, South Lebanon, Ohio 45065, to perform certain services, provide materials and/ or perform labor (hereinafter "the Work") pursuant to this agreement.

WHEREAS, the Village of South Lebanon (hereinafter the Village") is a Municipal Corporation, organized and operating under the laws of the State of Ohio; and

WHEREAS, as the operator of a public water system, the Village is required to have a designated Ohio Environmental Protection Agency (OEPA) Class I licensed operator overseeing the water system, and

WHEREAS, Service Provider possesses the required OEPA license and is of sufficient skill and expertise to complete the Work pursuant to this agreement:

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

SERVICE PROVIDER RESPONSIBILITIES:

1. The Service provider does hereby agree to provide the following work:

To perform water reporting operation services in compliance with OEPA Class 1 requirements to maintain working conditions for the Village of South Lebanon Water System.

The Service Provider shall devote the necessary time, labor and other resources to complete the Work in a timely manner.

VILLAGE RESPONSIBILITIES:

The Village shall collect and test the required system water samples within the required time frames per the schedule provided by the OEPA; and

The Village shall provide to the Service Provider all the necessary information required for all required OEPA reporting during the duration of this Agreement.

INSURANCE

The Service Provider is an independent contractor who shall at all times have complete direction and control of his employees. The Service Provider shall have full power and authority to select the manner and means of performing his work as identified above without the direction or control of the Village.

The Service Provider's insurance coverage shall be primary insurance with respect to any insurance of the Village. The Village insurance shall be excess to the Service Provider's insurance and shall not contribute to it. The Service Provider shall provide proof of insurance coverage, including, but not limited to, the declarations page of such policy, at the same time as execution of this Agreement.

The Service Provider will indemnify and save the Village harmless from loss, claims, expenses, causes of action, costs, damages, and other obligations including but not limited to the Village's reasonable attorney fees, financial or otherwise, to the extent arising from (a) negligent, reckless, and errors or omissions by the Service Provider, its agents, employees, licensees, contractors, or subcontractors; and, (b) the failure of Service Provider, its agents, employees, licensees, contractors, or subcontractors, to observe the applicable standard of care in providing services pursuant to this Agreement

PERIOD OF SERVICE

The period of service for the services described in this Agreement is for a twelve (12) month period commencing on July 10, 2021 and expiring on July 9, 2022. The Agreement may be terminated by either party without cause with a 30-day written notice to the address listed above.

COMPENSATION

The Service Provider shall invoice the Village in the amount of \$2,000 per month for the services listed above. For July, 2021, and July, 2022, the monthly invoice shall be pro-rated based on the number of days the Agreement was in effect for that month. Upon receipt of a complete invoice, the Village shall make payment to the Service Provider within fourteen (14) days of receipt of said invoice.

OTHER PROVISIONS

The parties agree that both have taken part in the preparation of this agreement, and no provisions of this Agreement shall be construed by any court or other judicial authority against any part by reason of that party's being deemed to have drafted or structured the provisions.

This Agreement constitutes the entire contract between the parties and supersedes all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

This Agreement shall be construed, and the rights and obligations of the shall be determined, in accordance with the laws of the State of Ohio. The Service Provider shall comply with all Federal, state and local law.

Neither this Agreement nor any rights or duties arising pursuant to it may be assigned by either party without the prior written consent of the other.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on the day and year first written above.

EXECUTION

CONSULTANT :

IN EXECUTION WHEREOF, Phil Kaufman, the Service Provider herein, has caused this Agreement to be executed on the date stated below by Phil Kaufman whose title is OPERATOR OF RECORD, pursuant to a Resolution or Consent Action authorizing such act.

SIGNATURE: Phil Kaufman
PRINTED NAME: Phil Kaufman
TITLE: OPERATOR OF RECORD
DATE: 7-12-2021

VILLAGE:

IN EXECUTION WHEREOF, the Council of the Village of South Lebanon, Ohio, has caused this Agreement to be executed on the date stated below by its Mayor and its Fiscal Officer, pursuant to Resolution No. 2021 - 29.

SIGNATURE: _____

PRINTED NAME: James D. Smith

TITLE: Mayor

DATE: 7/15/21

SIGNATURE: _____

PRINTED NAME: Petrina D. Williams

TITLE: Fiscal Officer

DATE: 7/15/21

APPROVED AS TO FORM:

ANDREW P. MEIER
VILLAGE SOLICITOR
VILLAGE OF SOUTH LEBANON, OHIO

By: _____

Date: 7/28/2021