

# RECORD OF RESOLUTION

Resolution No. 2022-R-02

Passed January 17, 2022  
YEAR

VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO  
RESOLUTION NO. 2022-R-02

OPERATOR OF RECORD  
WATER/SEWERAGE  
OAC 3745-7-02

A RESOLUTION DESIGNATING AN OPERATOR OF RECORD TO OVERSEE THE TECHNICAL OPERATION OF THE PUBLIC WATER AND AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO ENTER INTO CONTRACT AND DECLARING AN EMERGENCY

WHEREAS, the Village owns and operates a public water system provided by RC 715.08; and

WHEREAS, Section 3745-7-02 of the Ohio Administrative Code requires that the owner or operator of a public water and/or sewerage system shall designate one or more operator of record to oversee the technical operation of the works, systems, plants and facilities; and

WHEREAS, the Fiscal Officer has informed Council that the contract/agreement for the previously designated licensed water/sewerage Operator of Record will expire on **December 31, 2021**; and

WHEREAS, the Operator of Record was previously designated and authorized in **Resolution 2020 -R-16**.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

SECTION 1. That Village Council hereby determines it is necessary to retain the services of a licensed Operator of Record to oversee the technical operation of the public water system ~~and the sewerage system~~ and comply with Ohio Environmental Protection Agency rules and regulations.

SECTION 2. DESIGNATION OF OPERATOR OF RECORD. That as required by Sections 3745-7-02(A)(1) and (2), the following is hereby designated as Operator of Record for the village public water and sewerage systems:

**BRETT DUNCAN**  
*Water* #WS3-1102050-10

SECTION 3. AUTHORIZE AGREEMENT. That the Administrator is hereby

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authorized and directed to enter into a contract/agreement ATTACHED HERETO and INCORPORATED HEREIN BY REFERENCE, by and between the Village and the designated licensed Operator of Record.

SECTION 4. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code]

SECTION 5. DURATION. That the term of the contract/agreement authorized herein shall be for the period of TWELVE MONTHS. (Retroactive from 1/1/22 for calendar year 2022)

SECTION 6. SCHEDULE OF PAYMENT. That Council hereby authorizes a monthly retainer of One Thousand Dollars (\$1,000.00) per month.

SECTION 7. NOTIFICATION. That pursuant to Section 3745-7-02(A)(1)(a) and (2)(b) the Village shall notify the director of the Ohio Environmental Protection Agency of the identity of an operator of record upon initiation or termination of service or upon request by the director.

SECTION 8. That this Resolution shall supersede any and all other previous Resolutions/Ordinances relating to the designation of the licensed Operator of Record.

SECTION 9. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

SECTION 10. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

*The current contract expired on 12/31/21*

SECTION 11. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this Ordinance/Resolution shall take effect at the earliest period allowed by law.



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PASSED AND ADOPTED on this 17 day of January, 2022.

Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

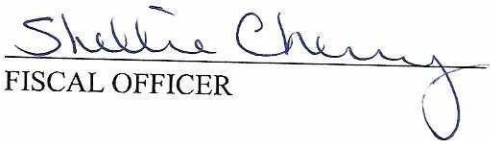
YEAS: 6 NAYS: 0 ABSTAIN: 0

## AUTHENTICATION and ATTESTATION

(RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.

  
MAYOR

  
FISCAL OFFICER

First Reading:

Second Reading:

Third Reading:

January 17, 2022

Dispense

Dispense

(may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

(may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:

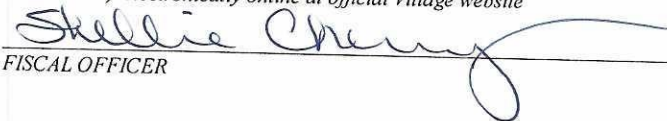
  
VILLAGE SOLICITOR, Steve Palmer

## CERTIFICATE OF POSTING

(RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority (See Ord 2019-O-12) for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Fiscal Officer Office, 3 East Main St., North Fairfield, Ohio; and
- 2) North Fairfield Village Hall, 3 East Main St., North Fairfield, Ohio; and
- 3) North Fairfield Public Library, 5 East Main St., North Fairfield, Ohio; and
- 4) North Fairfield Post Office, 1 North Main St., North Fairfield, Ohio; and
- 5) Electronically online at official Village website

  
FISCAL OFFICER

ATTACHMENT

CONTRACT BETWEEN  
VILLAGE OF NORTH FAIRFIELD, OHIO PUBLIC WATER SYSTEM

AND  
BRETT DUNCAN, PROFESSIONAL OPERATOR  
#WS3-1102050-10  
#WW2-1102050-13

FOR

THE CONTRACT OPERATIONS OF  
VILLAGE OF NORTH FAIRFIELD, OHIO PUBLIC WATER SYSTEM

This agreement entered into this 1st day of January, 2022 in Huron County, Ohio,  
by and between,

VILLAGE OF NORTH FAIRFIELD, OHIO PUBLIC WATER SYSTEM hereinafter called  
“the System”; and

BRETT DUNCAN, PROFESSIONAL OPERATOR # WS3-1102050-10 and #WW2-1102050-  
13 hereinafter called “the Operator”.

RECITALS:

This Agreement has been authorized by **Resolution No.: 2022-R-02**.

The System hereby contracts for the services of the Operator to furnish contract professional certified operator(s) for the contract operation of its water/~~wastewater~~ facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. The Operator’s operation of the System’s public water system/~~wastewater treatment system~~ shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES

The Operator will provide a minimum of one professional certified operator with not less than an Ohio Class **equal to or greater than** professional operator’s certification necessary to provide services to the System.

The Operator will spend **0.5** hour(s) per day and **3** day(s) per week physically present at the facility to meet the minimum staffing requirements as required by OAC Rule 3745-7-03 or 3745-7-04.

SERVICES PROVIDED BY THE OPERATOR SHALL BE AS FOLLOWS:

1. Visit the [Public Water System/Wastewater System] and check operations at each location as required by OAC Rule 3745-7-03 OR 3745-7-04.
2. Perform the technical operation of the facility.
3. Be responsible for process adjustments and the proper operation and maintenance of the facility. This shall include routine and preventative maintenance.
4. Maintain a logbook record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
5. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and instruct the System's maintenance personnel on any of the day-to-day checks as needed.
6. Ensure all necessary laboratory work and process testing is performed by or at the direction of a certified professional operator. The Operator shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
7. Ensure sampling and testing are performed on time and as required.
8. Perform administrative duties when submitting and reporting information required by Ohio EPA.
9. Ensure all relevant personnel, including but not limited to the owner and other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, the Operator and any certified professional operators associated with the facility.
10. Be available on a 24-hour on-call basis to give on-site assistance and respond to emergencies within one (1) hour of being notified.
11. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to the village, city, town, etc. by the Operator.
12. Ensure an appropriately certified professional operator is provided when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
13. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.



## SECTION II - THE SYSTEM REQUIREMENTS

### THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide the Operator and its authorized agents access to all property and easements which contain or support the facilities.
2. Designate the Operator as a contact to also receive ALL Ohio EPA correspondence.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between the System, the Operator and any certified professional operators associated with the facility.
4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority.
5. Provide funding to return the System to compliance pursuant to instructions, recommendations and requirements of the Operator.
6. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of the System as identified by the Operator, Ohio EPA or any other jurisdictional authority.
7. Designate an individual (Manager, Board President, Owner, Maintenance Person, etc.) to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from the Operator.
8. The System maintenance personnel may perform duties under the direction of the Operator. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, equipment maintenance and facility operation.
9. Perform daily visits to the facility on days when the certified professional operator is not fulfilling the minimum staffing requirements.

## SECTION III - FEES

The payment for services rendered in connection with this contract shall be in accordance with the attached ADDENDUM 1 – SCHEDULE OF PAYMENT.

## SECTION IV - THE SYSTEM'S INDEMNIFICATION OF ORC

The System hereby indemnifies the Operator, its employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the operation of the System while this agreement is in force, except in those instances for which the Operator, its employees and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

#### SECTION V - TERM OF THE CONTRACT

The term of this agreement shall be for a period of twelve (12) months from date hereof. The agreement shall be renewed automatically for additional one-year periods, unless either party shall give the other party sixty (60) days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

#### SECTION VI - NOTIFICATION OF OHIO EPA

The Operator will provide the Ohio EPA with signed copies of this agreement upon request. The Operator will also provide the Ohio EPA with the name, address, phone number and certification of the professional operator(s) of record in charge of the System. The System hereby consents to providing this information to the Ohio EPA.

#### SECTION VII - GOVERNING LAW

This agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

#### SECTION VII - BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

#### SECTION VIII - NONASSIGNABILITY

Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this agreement.

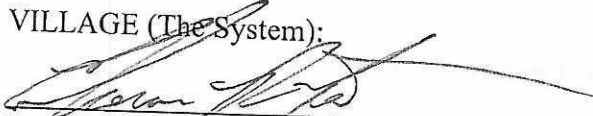
#### SECTION IX - WORKER'S COMPENSATION AND LIABILITY INSURANCE

The Operator will provide the System with proof of Worker's Compensation coverage for an of its qualifying or eligible employees if applicable. The Operator also agrees to maintain and provide proof of its liability insurance coverage to the System as such coverage is stated in the attached Certificate of Insurance, in the dollar amounts so stated in said certificate or in such

other amounts as may be lawfully required in order for the Operator to fulfill its obligations of this agreement.


IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT, by their duly authorized representatives on the date set forth herein.

VILLAGE (The System):

  
\_\_\_\_\_  
VILLAGE ADMINISTRATOR

January 17, 2022  
Date

OPERATOR OF RECORD (The Operator):

  
\_\_\_\_\_  
BRETT DUNCAN

1/24/22  
Date



ADDENDUM I  
SCHEDULE OF PAYMENT

By both parties executing this Agreement, [System] agrees to pay [Operator], \$XX.XX on a monthly basis, by the 15th of the month following receipt of an invoice, for the contract operations of the System beginning on \_\_\_\_\_, 20\_\_ and terminating on \_\_\_\_\_, 20\_\_.

***\$1,000.00 per month – Independent Contractor - 1099***

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of the System, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 am to 4:00 pm shall be paid [Contract Operations Company/Operator Name] on the basis of actual time at the rate of \$XX.XX per hour per employee [Contract Operations Company/Operator Name].

When employees of [Contract Operations Company/Operator Name] are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 a.m. or finish after 4:00 p.m. will be charged at the rate of \$ XX.XX per hour per employee of [Contract Operations Company/Operator Name] or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.).

Additional unscheduled visits or emergency services performed by [Contract Operations Company/Operator Name] will be charged at the rate of \$ XX.XX per hour per employee of [Contract Operations Company/Operator Name], plus an additional \$ XX.XX service call per visit or emergency.

[Contract Operations Company/Operator Name] agrees to attend one (1) meeting during or after normal working hours (8:00 a.m. to 4:00 p.m.) at no additional charge to the System in a one year period from the date of the contract. All additional meetings with councils, boards, contractors and consultants during or after normal working hours will be subject to a charge of \$ XX.XX per meeting.

Materials and supplies provided by [Contract Operations Company/Operator Name] used for system operation, maintenance and repair such as rubber gloves, rags, oil, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other materials required to keep the system operational according to this contract shall be based on the fair market value.

These fees will be invoiced in addition to the agreed to monthly fee.

**\*\*TERMS\*\***

- Net due by 15th of the month following service. A 2% per month finance charge will be charged on all amounts over 30 days from date of invoice.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.