

**VILLAGE OF CHAUNCEY
RESOLUTION NO. 2012-8**

A RESOLUTION AUTHORIZING THE MAYOR, ADMINISTRATOR AND FISCAL OFFICER TO ENTER INTO A CONTRACT FOR THE VILLAGE WITH ADR & ASSOCIATES, LTD.

NOW, THEREFORE, IT IS RESOLVED by the Council of the Village of Chauncey, State of Ohio, as follows:

1. ADR & ASSOCIATES is a design, engineering and innovation group to help improve the Village of Chauncey.
2. The Mayor, Administrator and Fiscal Officer are authorized to execute the contract with ADR & ASSOCIATES to effectuate a savings for the Village in the form contract attached hereto.
3. This is an emergency measure necessary for the fiscal health of the Village which shall take effect immediately.


PASSED this 17th day of Jan., 2012

ATTEST:



Council President, Joe Canter

ATTEST:



Fiscal Officer, Maria J. Mirza

APPROVED AS TO FORM:



Solicitor, Robert J. Shostak, Esq.

ACKNOWLEDGED:



Mayor, Robert Matthey

First Reading: Jan. 17, 2012

Second Reading: _____

Third Reading: _____



WPK 1/20/12

ADR & Associates, Ltd.
88 West Church St.
Newark, Ohio 43055
740-345-1921
Fax 740-345-4994

Clientcentric Consulting
Design . Engineering . Innovation

CONTRACT

CLIENT:

Name
Village of Chauncey
Company
42 Converse St., P O Box 227
Address
Chauncey, OH 45719
City, State, Zip
740-797-2031
Phone No. Fax No.

PROJ. NAME: Village Engineer Contract
(description to be printed on invoice)

SCOPE SUMMARY: per scope dated 10-14-11
(services to be provided)

BILLING INFORMATION:

Name
Same
Company

Address

City, State, Zip

Phone No. Fax No.

LOCATION: Village of Chauncey
(location or description of project site)

DATE: January 21, 2012

PROPOSAL
P.O., or BID #: scope dated 10-14-11
(eg, Proposal Dated 6/30/01, PO # 02536)

TERMS & CONDITIONS: See Attached Exhibit A
Payment due upon receipt of invoices.

BILLING TYPE: Fixed Fee
(eg, Time & Material, Fixed Fee)

ADDITIONAL SERVICES INCLUDING, BUT NOT LIMITED TO, OUTSIDE CONSULTANTS, DELIVERY EXPENSES, REPRODUCTION, AND ANY REQUIRED OUT-OF-POCKET EXPENSES NOT OTHERWISE PROVIDED FOR PER ADR's AGREEMENT WILL BE PAYABLE AT OUR COST PLUS 15%.

BILLING RATE: per proposal
(eg, Current Hourly Rates, Per Proposal)

BILLING AMT: \$12,000
(eg, \$##,###, Est. at \$##,###)

By signing this Agreement client agrees to Pricing, Schedule, Scope of Services and Terms and Conditions as referenced in "Exhibit A" attached hereto.

WPK 1-18-12 Maria Muenya Fiscal Officer
ADR Representative Title FOR VILLAGE OF CHAUNCEY
Robert Matney Mayor Date

Office Use Only:
Clone ADR Job #: _____
Cross Reference Job #: _____
(new job # - old job#)

Project Mgr. RK
Acc't Mgr. RW

ADR PROJ NO.
270801

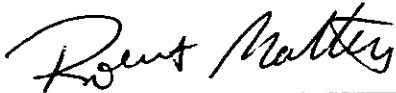
AMMENDMENT
ADR & ASSOCIATES, LTD / VILLAGE OF CHAUNCEY
Contract

The contract of January 1, 2012 between ADR & Associates, Ltd and the Village of Chauncey is amended to replace Article 5 with the following:

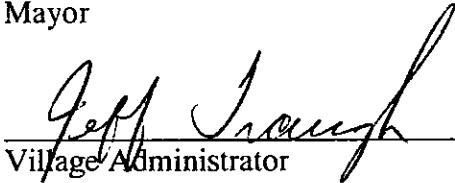
ARTICLE 5-TERMINATION

- 5.1 Either party may terminate this contract upon thirty (30) days written notice to the other party.
- 5.2 In the event of an on-going matter or project, the parties will confer within the 30 day termination notice period to determine how to proceed on such on-going matter or project. Any agreement reached regarding such an on-going matter or project shall be put in writing, signed by the parties to be binding.

SO AGREED this _____ day of January, 2012



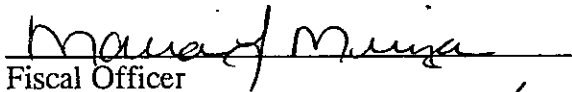
Mayor



Village Administrator



Approved as to Form
Robert Shostak, Esq.
Solicitor



Fiscal Officer

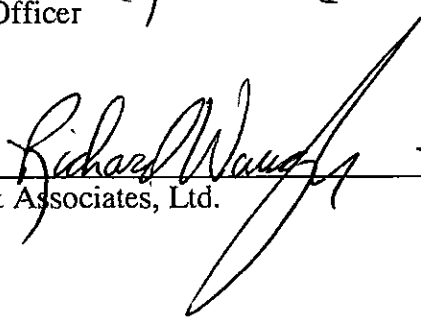
By:  for Russ Krock
ADR & Associates, Ltd.

EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

ARTICLE 1 - CONSULTANT SERVICES:

ADR will:

- 1.1 Perform for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
- 1.2 Provide only those Services requested by Client and as detailed in the Scope of Services.
- 1.3 Perform services on an agreed upon schedule subject to the timely receipt of information and approvals beyond ADR's control.
- 1.4 Treat only those documents marked confidential as confidential; otherwise, documents provided by Client to ADR can be exchanged with other parties if it is necessary to complete ADR's work.

ARTICLE 2 - CLIENTS' RESPONSIBILITIES:

Client or its authorized representative will:

- 2.1 Provide ADR full information regarding the proposed project, including location, zoning, previous submittals, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, and other information required for the proper performance of ADR.
- 2.2 Client agrees to indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, delays for which Client or third party is responsible.
- 2.3 Provide for ADR's right to enter the Project Site from time to time in order to fulfill the scope of services indicated hereunder.
- 2.4 Rely only on final hardcopy materials that bear ADR's original signature and seal. Documents that are stored and/or transmitted electronically may be inadvertently altered. Client acknowledges ADR's reports, plans, specifications, field data, field notes, and estimates, whether hardcopy or electronic, are instruments of professional service, not products. These documents are and shall remain the sole and exclusive property of ADR. Client agrees to indemnify and hold harmless ADR and ADR's independent associates from all claims, damages, losses and expenses, including attorneys' fees, arising out of, or resulting from, any reuse of these materials without written authorization of ADR. Said materials shall not be used by Client, or transferred to another party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by ADR without ADR's express written permission.
- 2.5 Provide ADR with all approvals and permits from all governmental authorities having jurisdiction over the Project.

ARTICLE 3 - GENERAL CONDITIONS:

- 3.1 ADR shall not be responsible for the acts or omissions of any other party or parties involved in the design of the Project or the failure of any contractor or subcontractor to construct any item on the Project in accordance with recommendations, whether written or oral, issued by ADR.
- 3.2 Unless expressly provided in the Contract Documents, and then only to the extent expressly defined, ADR shall not have control or charge of, specify or be responsible for bidding and/or construction procedures, manage or supervise bidding and/or construction, or implement or be responsible for health and safety procedures, precautions or programs. ADR's testing or observations of portions of the work of other parties on the Project shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable standards, plans, specifications and safety requirements.
- 3.3 This Agreement shall not create any rights or benefits to parties other than Client and ADR.
- 3.4 Services performed by ADR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATIONS, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DOCUMENT OR OTHERWISE.**

EXHIBIT "A"
TERMS AND CONDITIONS
ADR & Associates, Ltd

ARTICLE 5 - TERMINATION:

- 5.1 ~~Either party upon fourteen (14) days written notice in the event of the other's substantial failure to perform in accordance with the terms hereunder may terminate this Agreement. Termination will not be effective if the substantial failure has been remedied before expiration of the period specified in the notice.~~
- 5.2 ~~In the event of termination or suspension of the work for more than three (3) months, ADR may complete and provide Client all reports, documents or plans and work completed prior to termination or suspension as are necessary to complete its files. ADR shall be reimbursed for all Services performed as well as reasonable expenses associated with the termination.~~

ARTICLE 6 - MISCELLANEOUS TERMS:

- 6.1 The laws of the State of Ohio shall govern this Agreement.
- 6.2 This Agreement, including these Terms and Conditions, and the Attachments, including Scope of Services and Fee Schedule or Fixed Fee Payment Schedule, which are incorporated herein by reference, represents the entire Agreement between Client and ADR, and supercedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by Client and ADR.
- 6.3 Any provision of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.
- 6.4 In recognition of the relative risks and benefits of the Project to both the Client and ADR, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ADR and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever, or claims and expenses from any cause or causes, so that the total aggregate liability of ADR and his/her sub-consultants to all those named shall not exceed ADR's total fee or \$25,000, whichever is less, for services rendered on this Project. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or warranty.
- 6.5 Neither the Client nor any of the Client's contractors or subcontractors will make any claim for professional negligence, either directly or by way of a cross complaint against ADR unless the Client has first provided ADR with a written certification executed by an independent design professional currently practicing in the same discipline as ADR and licensed in the state where the project is located. This certification will: a) Identify the name and license of the certifier; b) Specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing services under similar circumstances; and c) State in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate must be provided to ADR not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration, mediation, or judicial proceeding. Failure to provide such written certification will be considered a waiver by Client of all such claims against ADR. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.
- 6.6 Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault, or whether it was committed by the Client or ADR, their employees, agents, sub-consultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 6.7 It is intended by the parties to this Agreement that ADR's services in connection with the Project shall not subject ADR's individual employees, officers, or directors to any legal exposure due to the risks associated with this Project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against ADR, a limited liability corporation, and not against any of ADR's employees, officers or directors.
- 6.8 In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, except as provided for in 4.1 of this Agreement, then such dispute shall be settled first by mediation, said mediator



ADR & Associates, Ltd.
88 West Church St.
Newark, Ohio 43055
740-345-1921
Fax 740-345-4994

Clientcentric Consulting
Design . Engineering . Innovation

October 14, 2011

Village of Chauncey
Mayor Bob Matthey
42 Converse St. PO Box 227
Chauncey, Ohio 45719

RE: Twelve Month Village Engineering Consulting Contract

Dear Mayor, Council and Fiscal Officer,

Thank you for the considering ADR as your Village Engineer. I have enclosed a copy of our Village Engineering Consulting twelve month contract for your review. ADR & Associates looks forward to working with the Village of Chauncey on many successful projects.

ADR will work with Village officials to prioritize Village needs and offer guidance on how to proceed with planning of your projects. We will assist with completion of grant applications including OPWC, CDBG, Natureworks and more.

Please sign and return the enclosed contract. We will keep the original in our files and return to you a fully executed copy.

If you have any questions at all, please do not hesitate to contact me at 740-345-1921

Sincerely,

ADR & Associates, Ltd.

A handwritten signature in black ink, appearing to read "Douglas Mill".

Douglas Mill
CEO

A handwritten signature in black ink, appearing to read "Richard Waugh".

Richard Waugh
Business Development



Village of Chauncey
Village Engineer Consulting Contract

Scope of Services & Price Proposal

Task 1 Basic Services—Village Engineer \$ 1,000/Month (Fixed Fee)

The following services will be performed under the retainer provisions of this Village Engineer contract as authorized by the Mayor and Council.

1. Meeting Attendance

Attend one meeting per month, be it Council, BPA, Staff Meeting or Special Project Meeting. It is understood that Council meets twice a month, attendance may be requested for additional meetings and would be a part of Additional Services (See Task #2).

2. Offices Services

The Engineer shall provide a designated representative for consultation with the Village for up to 8 hours per month. Services performed may include:

a. Monthly Report

Provide a written report to the Village Council outlining the work performed during the last period.

b. Map Logging

Scan the Village's zoning, sewer, water and street base maps as required and create a CD for electronics filing.

c. Preliminary Development Conference

Participate with Village officials and developers in developing preliminary planning for proposed developments with the Village. (One meeting per proposed development).

d. Capital Improvement Plan

Participate with Village Officials in updating the Comprehensive Capital Improvement Plan Inventory, including budget estimates of probable construction cost for the various projects.

e. Periodic Agency Reports

Prepare and submit necessary forms which may be required by agencies of the State of



Village of Chauncey
Village Engineer Consulting Contract

Ohio or the Federal Government to retain EPA and related licenses and permits.

f. Village Engineering Counsel

Provide advice, on an as-needed basis, concerning water, wastewater, storm water, traffic, transportation, and other infrastructure. This advice will be of a preliminary type and will not include specific design services.

g. Funding Research

Research available funding and grant opportunities for future Capital Improvement projects, Parks and Recreation, Fire Departments, and other grants that assist the Village in providing a better quality of life for its residents. Applications would be part of Additional Services (Task #2), unless applications for funding can be performed in the allotted time per month.

Task 2 Additional Services

Beyond the scope of the retainer portion of the contract, the following are other areas of work which may be required of the Engineer as approved in writing by the Village.

1. Prepare engineering studies and reports relative to proposed capital improvement projects.
2. Perform preliminary and final subdivision plan review. (Costs usually borne by developer)
3. Design services for public improvement projects shall include: review of existing data, field reviews and surveys, preliminary designs, alternatives, and cost estimates, detail of improvements, and preparation of project specifications.
4. Bid phase services shall include preparation and distribution of bidding documents, issuance of addenda, conduction bid openings; review and tabulation of bids; recommendation for award; and preparation of contract documents.
5. Provide extensive advice and support for the water, wastewater, and storm system over and above that provided under the retainer portion of the contract.
6. Provide services regarding streets including:
 - a. Pavement management system;
 - b. Preliminary design and estimates, bidding assistance, and other advice and recommendations;



Village of Chauncey
Village Engineer Consulting Contract

- c. On-going assistance in dealing with ODOT, Athens County, and others regarding programming, funding, and scheduling.
- d. Traffic engineering services and analysis for existing and proposed conditions; and
- e. Traffic control devices as needed and requested.
7. Provide construction observation and project management/ administration functions on municipal public works projects and private development projects within the Village if requested.
8. Work with Village Staff in preparing "Request for Qualifications, Proposals or Quotations" for professional services, evaluate responses, recommend contract terms and assist in negotiations.
9. Review status of outside consultation contract or public works projects and report on a monthly basis.
10. Any additional services as agreed upon by the Village and Engineer.
11. This contract shall be effective 1/1/12 to 12/31/12.

A lump sum payment of \$ 1,000.00 per month shall be made for Task #1 basic services. The parties may, by mutual agreement, review the actual services provided under the basic services and modify the retainer fee should the current scope of the work under the retainer provisions of the contract change substantially.

For services beyond the retainer portion of the Agreement, the Engineer will prepare and submit a proposal with an outline of the scope of services to be provided, and a fee proposal for services related to that specific project. The Mayor will approve in writing engineering services as authorized by Council. If the scope of services for an engineering assignment are changed, the proposal shall be amended and a new fee estimate shall be established.



Village of Chauncey
Village Engineer Consulting Contract

ADDITIONAL TERMS

- ◆ The Owner shall sign the "Contract" as Authorization to Proceed (see attached)
- ◆ ADR's standard "Terms and Conditions" shall be considered a part of this proposal (see attached)
- ◆ Invoices will be sent every four (4) weeks based on work completed

REIMBURSABLES

- ◆ ADR will invoice the Owner for the following items, in addition to the original contract amount.
 - ◆ Application fees, review fees, or any other fees associated with this project
 - ◆ Reproduction costs and delivery charges
 - ◆ All direct costs will be invoiced at our cost + 15%

EXTRA WORK

- ◆ The following events are considered extra work:
 - ◆ Changes to the original scope of services
 - ◆ Additional work items, beyond the scope of the original contract

LIMITATIONS

- ◆ This proposal/contract will expire 120 calendar days from the date of this proposal, unless signed by the Owner and returned to ADR & Associates, Ltd. as authorization to proceed.
- ◆ ADR shall perform engineering and/or surveying work in accordance with this proposal.

Physical Presence
Funding
CIP
CACM
Plan Review
Site Visits
Fees

Abbreviated Scope of Services

Meeting Attendance

In order to understand Village needs, meeting attendance is essential. Communication with the Mayor, Council and BPA members assures your Village engineer understands the needs and wants of the administration.

Funding

ADR has extensive experience with many federal, state and local funding agencies. In the last 5 years, ADR has secured over \$15 million in grants. Additionally, nearly that amount has been secured in no-interest/low interest loans. At the federal level we have experience with CDBG, FEMA, USDA—RD, USACOE. At the State level we have applied to and been successful with OEPA, DEFA, WPCLE, WSRLA, OPWC—SCIP, OPWC-LTIP. ADR has also worked on a local level with County revolving loan funds, community foundations, community organizations and private funding sources.

Capital Improvement Plans

It is imperative for Villages to assess their infrastructure. A CIP is the first step for many Villages to inventory and asses the condition of their assets. This valuable tool provides a plan for administration to follow in the upcoming years.

Construction Administration Construction Management

ADR has a dedicated CACM division. Whether the project is a capital improvements project or private development, proper inspection is a key to lowering long term maintenance costs.

Development Plan Review

ADR will use a common sense review of the plans for residential, commercial and industrial developments in your community. We utilize the standards in your jurisdiction to assure projects are efficiently designed to provide a useful life to future users.

On Site Visits

An on site visit with each department head is critical to prioritize the Villages' needs and collect a 'wish' list from each department. These initial visits will provide direction and familiarity to both ADR and Chauncey as we progress as your Village Engineer.

Fees

ADR will develop a plan suitable to your needs. We will work within the parameters detailed in a scope of services contract. We have both retainer and time/material contracts. We will work with Chauncey to develop a structure that is best suited to your needs.



FUNDING EXPERIENCE & REFERENCES

Clientcentric Consulting

Clientcentric Consulting

Our main goal is to produce a successful project for our client based upon their vision. Under the tagline, 'Clientcentric Consulting,' we focus on our client's needs to tailor our design efforts to achieve individually great results. We understand how government entities operate.

ADR is diligent in seeking funds for our clients. We have worked with many funding sources, from Rural Development and WPCLF/OWDA to ARC, CDBG, Formula and Issue 1. Following are details of some of our funding successes.

Funding Experience

Federal Agencies

CDBG
USDA—RD
FEMA
USACOE

State Agencies

OEPA
DEFA
OPWC SCIP
OPWC LTIP
WPCLF
WSRLA

Local Agencies

County Revolving Loan
Funds
Community Foundations
Local Organizations
Private Funding

Village of Hanover - Mayor Duane Flowers 740-763-2719

- Wastewater Collection and WWTP—New Sanitary Sewer Project.
Total Project Cost = \$4,900,00 - Grants totaled \$990,000
- Multi Phase Stormwater Project— Storm Water Restoration, Replace and
Grants totaled \$224,000

Village of Ostrander - Mayor Larry Crile 614-666-0434

- Storm water system
Grants totaled \$1,250,000

Village of Apple Creek - Mayor Betty Keener 330-698-5462

- Water line replacement
Grants totaled \$234,872
- Sewer Trunk line Project
Grants totaled \$300,000

Village of Beverly - Mayor Clem Beidenbach 740-984-2694

- SRTS Sidewalk Project
Grants totaled \$110,000

Village of Baltic - Mayor Michael Felton 330-897-4464

- Water Line Replacement Project
Grants totaled \$90,390
- Park Path & Improvements Project
Grants totaled \$17,149

Village of New Athens - Mayor David Vargo 740-968-6181

- Decentralized WWTP Project
Grants totaled \$2,408,888
Expecting \$500,000 more in CDBG



Physical Presence
Funding
CIP
CACM
Plan Review
Site Visits
Fees

Abbreviated Scope of Services

Meeting Attendance

In order to understand Village needs, meeting attendance is essential. Communication with the Mayor, Council and BPA members assures your Village engineer understands the needs and wants of the administration.

Funding

ADR has extensive experience with many federal, state and local funding agencies. In the last 5 years, ADR has secured over \$15 million in grants. Additionally, nearly that amount has been secured in no-interest/low interest loans. At the federal level we have experience with CDBG, FEMA, USDA—RD, USACOE. At the State level we have applied to and been successful with OEPA, DEFA, WPCLF, WSRLA, OPWC—SCIP, OPWC-LTIP. ADR has also worked on a local level with County revolving loan funds, community foundations, community organizations and private funding sources.

Capital Improvement Plans

It is imperative for Villages to assess their infrastructure. A CIP is the first step for many Villages to inventory and assess the condition of their assets. This valuable tool provides a plan for administration to follow in the upcoming years.

Construction Administration Construction Management

ADR has a dedicated CACM division. Whether the project is a capital improvements project or private development, proper inspection is a key to lowering long term maintenance costs.

Development Plan Review

ADR will use a common sense review of the plans for residential, commercial and industrial developments in your community. We utilize the standards in your jurisdiction to assure projects are efficiently designed to provide a useful life to future users.

On Site Visits

An on site visit with each department head is critical to prioritize the Villages' needs and collect a 'wish' list from each department. These initial visits will provide direction and familiarity to both ADR and Chauncey as we progress as your Village Engineer.

Fees

ADR will develop a plan suitable to your needs. We will work within the parameters detailed in a scope of services contract. We have both retainer and time/material contracts. We will work with Chauncey to develop a structure that is best suited to your needs.



FUNDING EXPERIENCE & REFERENCES

Clientcentric Consulting

Clientcentric Consulting

Our main goal is to produce a successful project for our client based upon their vision. Under the tagline, 'Clientcentric Consulting,' we focus on our client's needs to tailor our design efforts to achieve individually great results. We understand how government entities operate.

ADR is diligent in seeking funds for our clients. We have worked with many funding sources, from Rural Development and WPCLF/OWDA to ARC, CDBG, Formula and Issue 1. Following are details of some of our funding successes.

Village of Hanover - Mayor Duane Flowers 740-763-2719

- Wastewater Collection and WWTP—New Sanitary Sewer Project.
Total Project Cost = \$4,900,00 - Grants totaled \$990,000
- Multi Phase Stormwater Project— Storm Water Restoration, Replace and
Grants totaled \$224,000

Village of Ostrander - Mayor Larry Crile 614-666-0434

- Storm water system
Grants totaled \$1,250,000

Village of Apple Creek - Mayor Betty Keener 330-698-5462

- Water line replacement
Grants totaled \$234,872
- Sewer Trunk line Project
Grants totaled \$300,000

Village of Beverly - Mayor Clem Beidenbach 740-984-2694

- SRTS Sidewalk Project
Grants totaled \$110,000

Village of Baltic - Mayor Michael Felton 330-897-4464

- Water Line Replacement Project
Grants totaled \$90,390
- Park Path & Improvements Project
Grants totaled \$17,149

Village of New Athens - Mayor David Vargo 740-968-6181

- Decentralized WWTP Project
Grants totaled \$2,408,888
Expecting \$500,000 more in CDBG

Funding Experience

Federal Agencies

CDBG
USDA—RD
FEMA
USACOE

State Agencies

OEPA
DEFA
OPWC SCIP
OPWC LTIP
WPCLF
WSRLA

Local Agencies

County Revolving Loan
Funds
Community Foundations
Local Organizations
Private Funding

**AMMENDMENT
ADR & ASSOCIATES, LTD / VILLAGE OF CHAUNCEY
Contract**

The contract of January 1, 2012 between ADR & Associates, Ltd and the Village of Chauncey is amended to replace Article 5 with the following:

ARTICLE 5-TERMINATION

- 5.1 Either party may terminate this contract upon thirty (30) days written notice to the other party.
- 5.2 In the event of an on-going matter or project, the parties will confer within the 30 day termination notice period to determine how to proceed on such on-going matter or project. Any agreement reached regarding such an on-going matter or project shall be put in writing, signed by the parties to be binding.

SO AGREED this 10th day of January, 2012



Mayor




Village Administrator



Approved as to Form
Robert Shostak, Esq.
Solicitor



Fiscal Officer

By: 
ADR & Associates, Ltd. 1-10-12

CERTIFICATION OF VILLAGE CLERK
AS TO POSTING OF RESOLUTIONS

The foregoing is a true copy of the original Resolution No. 2012-8

Publication of this Resolution was made by posting a copy of the same in the following five locations within the Village, beginning on February 17, 2012, and concluding on March 3, 2012 (at least 15 days later):

Location	Date Posted
<u>Town Hall</u>	<u>2-17-12</u>
<u>Post Office</u>	<u>2-17-12</u>
<u>Cee Dee's Mart</u>	<u>2-17-12</u>
<u>Library</u>	<u>2-17-12</u>
<u>T's Quik Stop</u>	<u>2-17-12</u>

Attest:

Date: 2-17-12

Maria Muya
Village Fiscal Officer