

RESOLUTION 91-03

Passed: 1/28/91

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE INDUSTRIAL COMMISSION/BUREAU OF WORKER'S COMPENSATION FOR COVERAGE OF VILLAGE PERSONNEL OF BUCKEYE LAKE, OHIO, AND TO DECLARE AN EMERGENCY

WHEREAS, under Section 4123.03 of the Ohio Revised Code, public employees are required to cover by contract with the State of Ohio Industrial Commission/Bureau of Worker's Compensation such volunteer emergency service organization, fire department, emergency squad, auxiliary police and/or deputies, where such individuals cannot be covered as regular employees due to a lack of remuneration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, OHIO, TWO-THIRDS OF THE MEMBERS ELECTED THERETO CONCURRING THAT:

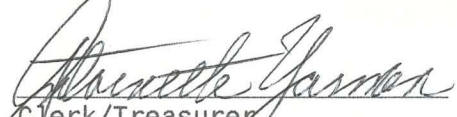
SECTION ONE:

The Mayor and Clerk are hereby authorized to enter into a contract with the Industrial Commission/Bureau of Worker's Compensation of the State of Ohio for coverage of said village personnel as described above and/or for whom such coverage is available; and

SECTION TWO:

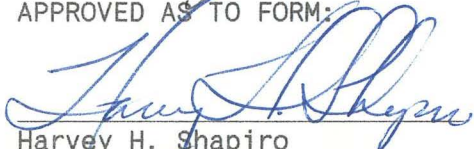
This Resolution is declared to be an emergency measure necessary for the general health, safety and welfare of the citizens of the Village of Buckeye Lake and shall become effective upon its passage of two-thirds (2/3) of the members elected by the Council concurring; and if the vote of the Council is not sufficient to pass this as an emergency measure, shall become effective from and after the earliest period allowed by law.

ATTEST:

  
Clerk/Treasurer

  
Mayor

APPROVED AS TO FORM:

  
Harvey H. Shapiro  
Solicitor - Village of Buckeye Lake

ORDINANCE OR RESOLUTION NUMBER: 91-03

INTRODUCED BY: \_\_\_\_\_

MOTION TO SUSPEND RULES: J. Wilson SECOND L. Essex

	<u>AYES</u>	<u>NAYES</u>
JAMIE BRAIG WILSON	✓	_____
LARRY ESSEX	✓	_____
WILLIAM FORD	_____	_____
GRAYCE HOLMES	_____	_____
RICHARD LEINDECKER	✓	_____
ROBERT WILSON	✓	_____
TOTAL:	<u>4</u>	<u>0</u>

MOTION TO ADOPT J. Wilson SECOND L. Essex

	<u>AYES</u>	<u>NAYES</u>
JAMIE BRAIG WILSON	✓	_____
LARRY ESSEX	✓	_____
WILLIAM FORD	_____	_____
GRAYCE HOLMES	_____	_____
RICHARD LEINDECKER	✓	_____
ROBERT WILSON	✓	_____
TOTAL:	<u>4</u>	<u>0</u>

DATE POSTING BEGAN 1/29/91  
EFFECTIVE DATE 2/13/91 1/29/91

**CERTIFICATION**

I hereby certify the above to be an accurate account of the action of Council on the above matter.

Res-91-03

was posted pursuant to the provisions of the Charter of Buckeye Lake  
 posted in at least six (6) places, to wit:  
 of January, 1991 until the 15 day of February

Petronette Jansen  
 CLERK/TREASURER OF THE TOWNSHIP  
 OF BUCKEYE LAKE, OHIO



PE45123-0700  
Aux police and  
Vol fire Dept

*Contract 751*

*eff 1-1-91*

**CONTRACT FOR PUBLIC EMPLOYER  
VOLUNTEER EMERGENCY SERVICE ORGANIZATIONS**

This contract by and among THE INDUSTRIAL COMMISSION OF OHIO, the BUREAU OF WORKERS' COMPENSATION, which agencies are hereinafter referred to as the Commission, and

Village of Buckeye Lake

, a political subdivision of the State of Ohio, hereinafter referred to as the Employer, is entered into pursuant to the authority contained in Section 4123.03, Revised Code.

In consideration of mutual promises, agreements, and covenants herein contained:

- (1) the Employer agrees to submit with this contract at the time of the execution hereof the official action of the subdivision authorizing the execution of this contract; and
- (2) the Employer agrees to maintain at all times during the life of this contract within the official records of the Employer a verifiable and current list of the names and addresses of all persons qualifying for the extension of workers' compensation benefits under Section 4123.03, R.C., by reason of services rendered to the employer showing the periods of time over which such services are rendered; and
- (3) the Employer agrees to furnish to the Commission, at the time of the execution of this contract, a list of the names and addresses of all the persons qualifying for the extension of workers' compensation benefits under Section 4123.03, R.C., as listed upon the official records of the Employer; and
- (4) the Employer agrees to report to the Commission the names and addresses of all persons whose service begins subsequent to the effective date of this contract immediately after such service begins and such report shall show the date of inception of such service; and
- (5) on December 31st of each year, the Employer agrees to report to the Commission the names and addresses of all persons whose service has been terminated during the year together with the date of termination; and
- (6) the Commission agrees to extend the benefits of the workers' compensation law under Chapter 4123, R.C., to such listed persons as may sustain injuries or occupational diseases in the course of and arising out of such services to the employer, subject to all the provisions of Chapter 4123, R.C., provided that such persons were listed with the Commission prior to the occurrence of the injury or the inception of the occupational disease; and
- (7) the Commission agrees that the premium rate applicable to the coverage under this contract shall be the rate for public employer contract coverage (Manual Classification 0700) as revised and published annually by the Commission; and
- (8) the Employer agrees to report its payroll subject to the minimum limitations established by Commission resolution; and
- (9) it is mutually agreed that premium in respect to each person reported for coverage as herein provided shall be deemed earned when the coverage is extended and no premium will be refunded upon termination of coverage for any cause, provided, however, that a premium refund will be made where the refund is occasioned by an adjustment in the premium rate; and
- (10) the Commission agrees to bill the Employer for the premium due under this contract at the time and in the manner applicable to the collection of premium due from the Employer by reason of the service of the employees; and
- (11) the Commission agrees to compute the average weekly wage, the base for the payment of benefits, in accordance with Section 4123.61, R.C., taking into consideration the wage earnings from sources other than the services rendered under this contract coverage; and
- (12) it is mutually agreed that this contract shall be in effect from and after the date of the execution shown below; and
- (13) it is further mutually agreed that this contract may be terminated by either party, notifying the other party in writing, by certified mail, of its intention to terminate. Said termination shall take effect on the date fixed in the written notification but not less than thirty days after the mailing of said notification. Upon termination, the rights, duties, and liabilities of each party shall cease except as to the injuries occurring before the date of termination and as to premium accrued prior to the date of termination.

In witness whereof, the Administrator of the Bureau of Workers' Compensation for the Bureau of Workers' Compensation and for and on behalf of the Industrial Commission of Ohio and the official of the political subdivision of the State of Ohio duly authorized by such and having the authority to execute this contract under the laws of the State of Ohio do execute this contract by affixing their