

ORDINANCE NO 17- 33

AN ORDINANCE AUTHORIZING A RESTATED CONTRACT WITH
THE TOWNSHIP OF FITCHVILLE TO PROVIDE FIRE
RESPONSE SERVICES AND DECLARING AN EMERGENCY

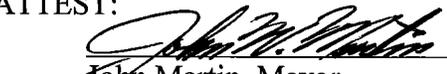
BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF NEW
LONDON, HURON COUNTY, OHIO, AS FOLLOWS

SECTION 1. That effective the Mayor of the Village of New London, be
and hereby he is authorized and directed to enter into a contract, in
substantial conformity with Exhibit "A", attached hereto and incorporated
herein as if fully rewritten, with the Fitchville Township, of Huron County,
whereby the Village of New London will provide fire response services to
the Township.

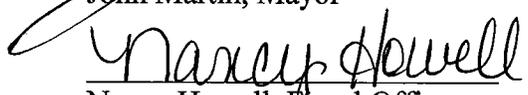
SECTION 2. That this Ordinance is hereby declared to be an emergency
measure necessary for the immediate preservation of the public peace,
health, or safety, and for the welfare of the citizens of the Village, and for
the further reason that it is necessary that this measure become effective at
the earliest possible time in order to immediately implement the new
contract terms, and that, provided it receives the majority vote of two-thirds
or more of those elected to Council, this Ordinance shall therefore take
effect and be in force immediately from and after its passage, and otherwise
it shall take effect at the earliest period allowed by law.

Passed:

ATTEST:



John Martin, Mayor

 1/8/18

Nancy Howell, Fiscal Officer

EXHIBIT "A"

RESTATED
FITCHVILLE TOWNSHIP FIRE CONTRACT

This agreement is made and entered into as of the 1st day of January, 2018, by and between the Village of New London, Huron County, Ohio ("Village of New London") and the Township of Fitchville, Huron County, Ohio ("Township of Fitchville"), and Witnesses to the following in consideration of the mutual terms, promises, and conditions set forth below, the parties hereto agree as follows:

1. Beginning on and after January 1, 2018, the Village of New London agrees to provide all of the Territory of Fitchville Township with certain fire fighting facilities and equipment, together with available manpower, upon call, subject to the conditions stated herein. Upon receiving notice from Fitchville Township, Village of New London agrees to dispatch to said Fitchville Township fire trucks, and equipment, together with such fire fighters as may be available for the purpose of combating any conflagration, fire or disaster in which the service of the fire fighting equipment are indicated or deemed necessary, subject to the provisions and limitations set forth in this agreement.
2. The fees for the services provided by Village of New London shall be as follows:

(a) The service previously agreed upon for Fitchville Township, the Annual Fee as listed below:

2018	\$12,120.00
2019	\$12,480.00
2020	\$12,855.00

(b) The Annual Fees are to be paid in semi-annual installments on January 1 and July 1 of each calendar year starting January 1, 2018 and ending December 31, 2020.

(c) In addition to the fees set forth above, usage fees shall be charged as follows:

I. FOR EACH FIRE CALL

\$805.00 per call for the first hour and \$215.00 per each ½ hour thereafter computed from the time leaving the Village of New London Fire Station until return thereto.

II.FOR INJURY/ACCIDENT/ SERVICE CALLS.

\$377.00 per hour for the first hour, and \$161.20 per each ½ hour thereafter computed from the time of leaving the Village of New London Fire Station until return thereto.

III. HAZARDOUS MATERIALS SPILL INCIDENT

\$107.50 per hour per truck, plus \$16.20 per each man-hour of work computed from the time of leaving the Village of New London Fire Station until return thereto.

IV. CARBON MONOXIDE CALLS.

These shall be billed at \$54.00 each.

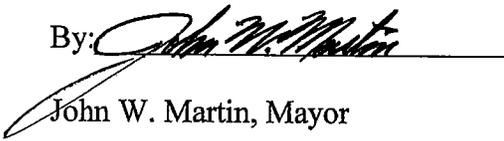
3. It is mutually agreed between the parties that Village of New London shall have first preference in the matter of services of said fire trucks, fire fighters, and equipment, but that Village of New London shall make diligent effort to provide the service of said fire trucks, fire fighters, and equipment to of Fitchville Township whenever called and at all times when said services are not required by Village of New London. It is further mutually understood that, in the event the services of said fire trucks, fire fighters, and equipment are simultaneously required by two or more political subdivisions outside the corporate limits of the Village of New London with which the Village has contracted to furnish fire protection facilities, the first call in point of time, or the call which in the judgment of the Chief of the Fire Department of the Village of New London shall be most urgent, shall have preference and the Village of New London shall in no way be responsible or liable for failure to respond to the secondary or less critical call.
4. It is further mutually agreed that the Village of New London will maintain adequate insurance of fire, liability and other incidental coverage including liability on the personnel attending a fire within the limits of the Township of Fitchville; and such policies shall provide that, as between Fitchville Township and Village of New London, it is agreed that Fitchville Township shall have no liability or responsibility for the acts of the Village of New London as represented by the fire truck, equipment, and fire fighters responding to a call. It

is understood and agreed that all fire personnel and equipment responding to a call in Fitchville Township shall, at all times, be and remain under the direction and control of the Village of New London Fire Chief or his designee.

5. It is mutually agreed by and between Village of New London and Fitchville Township, that the policing of fire after they are under control shall be the sole responsibility of Fitchville Township, and the oral notice by the Chief of the Village of New London Fire Department to any member of the government of Fitchville Township shall relieve Village of New London of further responsibility, unless the fire should break out anew and another call is placed to recall the Fire Department of the Village of New London.
6. This Agreement shall supersede and replace the agreement previously entered into for 2018 through 2020, as executed in 2017. It is further agreed that this contract shall be in full force and effect through and including December 31, 2020. Thereafter it shall automatically renew for an additional calendar year upon the same terms and conditions unless either party provides notice to the other on or before November 20, 2020, of its desire to cancel such renewal.
7. It is further agreed that the failure by Fitchville Township to pay the charges provided herein within a period of thirty(30) days after it receipt of a bill therefore shall, at the option of Village of New London be grounds for termination of this Agreement, upon ten(10) days notice to Fitchville Township.

In witness whereof, the said Village of New London, and the Township of Fitchville, Ohio have executed and entered into this Agreement.

Village of New London

By: 

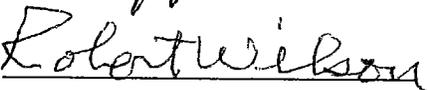
Date: 12/20/2017

John W. Martin, Mayor

Trustees of Township of Fitchville

BY: 

Date: 12/11/17

BY: 

Date: 12-11-17

BY: _____

Date: _____

HAZARDOUS MATERIALS SPILL INCIDENT

It is specifically agreed however, that HMSI, (Hazardous Materials Spill Incident) shall be treated differently from other types of emergencies due to the need for special materials and handling equipment, and the fact that such incidents are usually caused by non-residents.

Therefore, the New London Fire Department shall have the option, when there is an HMSI to either:

- (1) Bill the townships in the same manner as other emergencies.
- Or
- (2) Bill the party responsible for the spill directly.

Provided however, that if the New London Fire Department chooses to bill the responsible party, and is unable to collect within a reasonable time and with reasonable efforts to do so, then the New London Fire department may then bill the township. Any money later collected from the responsible party should first go to the township; to the extent they have already paid the New London Fire Department for the incident.

Village of New London

By: John W. Martin

Date: 12/20/2017

John W. Martin, Mayor

Township Trustees

By: [Signature]

Date: 12/14/17

By: Robert Wilson

Date: 12-11-17

By: _____

Date: _____