

ORDINANCE NO 21 - 04

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 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 Board of Trustees of 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: February 22, 2021


MAYOR

ATTEST:


FISCAL OFFICER

EXHIBIT "A"

RESTATED
FITCHVILLE TOWNSHIP FIRE CONTRACT

This agreement is made and entered into as of the 1st day of January, 2021, by and between the Village of New London, Huron County, Ohio ("Village of New London") and the Board of Trustees of 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, 2021, 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:

2021	\$13,241.00
2022	\$13,639.00
2023	\$14,049.00
 - (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, 2021 and ending December 31, 2023.
 - (c) In addition to the fees set forth above, usage fees shall be charged as follows:

I. FOR EACH FIRE CALL

The Base Hourly Rate per call for the first hour and the Secondary Rate per each ½ hour thereafter computed from the time leaving the Village of New London Fire Station until return thereto.

For purposes of this contract, the initial rates shall be as follows:

Base Hourly Rate	\$830.00
Secondary Rate	\$222.00

Notwithstanding the foregoing, whenever during the course of this contract the minimum wage rate legally required under State or Federal law should change, the foregoing Rates shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that, no Rate increase triggered as a result of a single governmental rate increase shall exceed 10%.

Example #1:

The 2021 Ohio minimum wage is set at \$8.80 at the time this contract is executed. If that rate should be increased, due to state or federal law, to \$9.00 (+2.3%), the Base Hourly Rate would also increase by 2.3% (\$849.00), and the Secondary Rate would increase by 2.3% (\$227.00).

Example #2:

The 2021 Ohio minimum wage is set at \$8.80 at the time this contract is executed. If that rate should be increased, due to state or federal law, to \$15.00 (+70%), the Base Hourly Rate would increase by 10% (\$913.00), and the Secondary Rate would increase by 10% (\$244.00).

II. FOR INJURY/ACCIDENT/ SERVICE CALLS.

The Base Hourly Rate per call for the first hour and the Secondary Rate per each ½ hour thereafter computed from the time leaving the Village of New London Fire Station until return thereto.

For purposes of this contract, the initial rates shall be as follows:

Base Hourly Rate	\$389.00
Secondary Rate	\$166.00

Notwithstanding the foregoing, whenever during the course of this contract the minimum wage rate legally required under State or Federal law should change, the foregoing Rates shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that, no Rate increase triggered as a result of a single governmental rate increase shall exceed 10%.

III. HAZARDOUS MATERIALS SPILL INCIDENT

The Base Hourly Truck Rate per truck and the Base Hourly Rate for each manhour of work computed from the time leaving the Village of New London Fire Station until return thereto.

For purposes of this contract, the Base Hourly Truck Rate shall be as follows:

2021	\$111.00
2022	\$115.00
2023	\$119.00

For purposes of this contract, the initial Base Hourly Rate for each manhour shall be \$16.69. Notwithstanding the foregoing, whenever during the course of this contract the minimum wage rate legally required under State or Federal law should change, the Base Hourly Rate shall be increased by the same percentage as the minimum wage rate has changed; provided, however, that, no Rate increase triggered as a result of a single governmental rate increase shall exceed 10%.

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:

(a) Bill the townships in the same manner as other emergencies; or

(b) 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.

IV. CARBON MONOXIDE CALLS .

These shall be billed at \$56.00 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 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 fires 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, 2023. 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, 2023, 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 therefor shall, at the option of Village of New London be grounds for termination of this Agreement, upon ten (10) days notice to Fitchville Township.

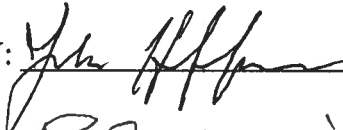
In witness whereof, the said Village of New London, and the Board of Trustees of the Township of Fitchville, Ohio have executed and entered into this Agreement.

Village of New London


BY: Mayor

2/22/2021
Date

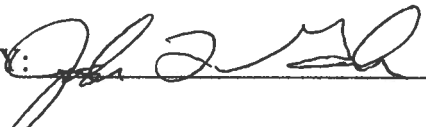
Trustees of Township of Fitchville

BY: 

Date: 2/8/2021

BY: Robert Wilson

Date: 2/8/2021

BY: 

Date: 2/8/2021