

RECORD OF ORDINANCES

Ordinance No. 2722-06

Passed 12-18-06

AN ORDINANCE OF THE VILLAGE OF LODI, MEDINA COUNTY, OHIO, AUTHORIZING THE MAYOR AND THE CLERK TO ENTER INTO A CONTRACT WITH HARRISVILLE TOWNSHIP, MEDINA COUNTY OHIO BY WHICH THE VILLAGE OF LODI WILL PROVIDE FIRE PROTECTION AND PREVENTION SERVICES AND FIRE PROTECTION EQUIPMENT TO HARRISVILLE TOWNSHIP, AND DECLARING THE SAME TO BE AN EMERGENCY.

WHEREAS, the Village of Lodi, Medina County, Ohio has Fire Protection equipment and is able to provide Fire Protection and Prevention services to Harrisville Township, Medina County, Ohio; and

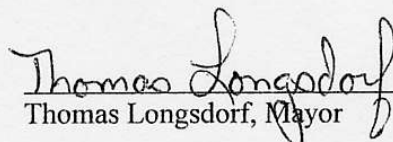
WHEREAS, the Village of Lodi has in the past provided such services to Harrisville Township; and

WHEREAS, Council is now desirous of authorizing the Mayor and Clerk to enter into a contract to provide such services to Harrisville Township for a period beginning January 1, 2007 and ending December 31, 2007.

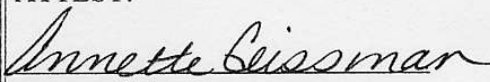
NOW, THEREFORE, BE IT ORDAINED OF THE COUNCIL of the Village of Lodi, Medina County, Ohio, that the Mayor and Clerk are hereby authorized and direct to enter into a contract for Fire Protection and Prevention services and use of Fire Protection equipment with Harrisville Township, Medina County, Ohio, and that the contract to be entered into shall be in the form and contain the agreements set forth in the proposed contract which is attached hereto and fully incorporated herein by reference. The annual fee to be paid by Harrisville Township to the Village of Lodi shall be an amount equal to the annual receipts received by Harrisville Township as are generated by the Harrisville Township's Fire Protection services levy. In addition, Harrisville Township shall pay to Medina County, Ohio an amount equal to Harrisville Township's share of the Medina County, Ohio emergency dispatching fees. The terms of this contract shall be of a period beginning January 1, 2007 and ending December 31, 2007.


This Ordinance is hereby determined to be an emergency measure, for immediate passage of which is necessary for the preservation of the public, health, safety and welfare for the Village of Lodi and to provide Fire Protection and Prevention services to Harrisville Township, Medina County, Ohio, and shall take effect and be in full force immediately upon its passage.

PASSED: 12-18-06


Thomas Longsdorf, Mayor

ATTEST:


Annette Geissman
Clerk-Treasurer


Theodore J. Lesiak
Village Solicitor

CONTRACT

The Village of Lodi, Medina County, Ohio, pursuant to an Ordinance which is numbered 2722-06 and the Township of Harrisville, Medina County, Ohio, pursuant to Resolution _____ hereby agree that the Village of Lodi will provide Fire Protection and Prevention Services and Fire Protection Equipment to Harrisville Township for a period beginning January 1, 2007 and ending December 31, 2007 for a fee paid by Harrisville Township to the Village of Lodi in an amount equal to the amount generated by the Fire Protection and Prevention Services Levy of Harrisville Township during this period, minus the payment to Medina County of Harrisville Township share of the Emergency Dispatching Service fee. The full amount for services provided by the Village to Harrisville Township shall be paid to the Village of Lodi on a quarterly basis beginning March 31, 2007 with the full amount due December 31, 2007.

Harrisville Township shall also pay to Medina County, Ohio an amount equal to Harrisville Township's share of Emergency Dispatching Service Fees due Medina County, Ohio.

The parties agree that Harrisville Township shall not hereafter bring, commence, prosecute or maintain, or cause to be brought commenced, prosecuted or maintained, any suit or action, either at law or in equity, in any Court in the United States or any State thereof, or elsewhere, against the Village of Lodi and/or its employees for failure to answer any emergency calls, for lack of speed in answering any such call or for any inadequacy of equipment, negligent operation of equipment, and for any cause whatsoever arising out of this contract.

This contract may be terminated by either of the contracting parties by giving a thirty (30) day written notice of the other party's intention to cancel.

Dated: 12-18-06

VILLAGE OF LODI, OHIO

Thomas Longsdorf
Thomas Longsdorf, Mayor

Annette Geissman
Annette Geissman, Clerk/Treasurer

Authorized by Ordinance No. 2722-06

Dated: _____

HARRISVILLE TOWNSHIP TRUSTEES

Authorized by Resolution No. _____

Clerk