

RESOLUTION NUMBER

83-19

BY

Mike Amocks - 2nd Bob Floyd

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK/TREASURER TO ENTER INTO CONTRACT ON BEHALF OF THE VILLAGE OF BUCKEYE LAKE WITH THE BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC. SO THAT FIRE PROTECTION SERVICE CAN BE PROVIDED TO THE VILLAGE FOR THE BALANCE OF 1983, MAKING CERTAIN PROVISIONS RETROACTIVE, AND DECLARING AN EMERGENCY.

WHEREAS, The Village is in need of fire protection which has in the past been provided by the Buckeye Lake Volunteer Fire Department, Inc.; and

WHEREAS, The Village has previously entered into contract with the Buckeye Lake Volunteer Fire Department, Inc. for fire protection from January 1, 1983 to April, 1983; and

WHEREAS, The Village desires to continue contract with the Buckeye Lake Volunteer Fire Department, Inc. for fire protection for the duration of 1983.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BUCKEYE LAKE, COUNTY OF LICKING, AND STATE OF OHIO, That:

Section 1: The Mayor and Clerk are hereby authorized to enter into contract with the Buckeye Lake Volunteer Fire Department, Inc., for fire protection to be provided to the inhabitants of the Village of Buckeye Lake for the duration of 1983 in an amount not to exceed \$14,250.00.

Section 2: The contract referred to above is attached hereto and marked as Exhibit A and is incorporated herein as if fully rewritten.

Section 3: Hereby authorizes that the contract be made retroactive to the point at which the previous contract expired, April 1, 1983.

Section 4: An emergency is hereby declared to exist in that fire protection is necessary for the health, safety, and welfare of the inhabitants of the Village.

Adopted this 18th day of July, 1983.

Charles E. Slater
MAYOR

ATTEST:

Gutierrez Yarnon
CLERK/TREASURER

FORM APPROVED:

Amador B. Gura
DIRECTOR OF LAW

The undersigned, Clerk/Treasurer of the Village of Buckeye Lake, Ohio, hereby certifies that this Resolution 83-19 was posted pursuant to Section 751.25 of the Ohio Revised Code and was posted in at least six (6) designated public places from the 19th day of July, 1983 until the 2nd day of Aug, 1983.

Gutierrez Yarnon
CLERK/TREASURER OF THE VILLAGE
OF BUCKEYE LAKE, OHIO

CONTRACT

This AGREEMENT, entered into this 1st day of April, 1983, by and between the VILLAGE of BUCKEYE LAKE, Licking County, Ohio, hereinafter called the First Party, and the BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC., hereinafter called the Second Party.

WITNESSETH

That WHEREAS, First Party is desirous of obtaining fire and emergency squad protection for residents thereof and property located therein, and has a 1978 FMC pumper and other fire fighting equipment, and

WHEREAS, Second Party owns a firehouse, various pieces of fire fighting apparatus together with an emergency squad and medic unit,

Now, therefore be it agreed by and between all parties hereto that in consideration of the sum of FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$14,250.00) for the period of April 1, 1983 thru December 31, 1983 to be paid by the end of each month in One Thousand Five Hundred Eighty-Three Dollars and 33/100 (\$1,583.33) payments with the first payment being One Thousand Five Hundred Eighty-Three Dollars and 36/100 (\$1,583.36). First Party agrees to allow it's FMC Pumper Truck and various equipment to be used by Second Party in and about the territory of First Party and also throughout jurisdiction of the Second Party. Second Party also agrees to operate First Party's FMC Pumper and all equipment owned by Second Party in and about the territory of the First Party.

It is mutually understood and agreed that in no case shall the

Second Party be liable in damages to said Village of Buckeye Lake, or any of it's inhabitants for failure to answer any fire or emergency call, or for lack of speed in answering any such call, or for any inadequacy of equipment, negligent operation of apparatus, failure to extinguish any fire, or for any cause whatsoever growing out of this agreement or use of the fire and emergency equipment and the personnel of the said Second Party.

This Contract shall be for a term of nine (9) months, commencing on the 1st day of April, 1983 and shall make null and void any and all agreements made heretofore by the Parties herein.

IN WITNESS WHEREOF, the Parties have set their hands this 18 day of July, 1983.

VILLAGE OF BUCKEYE LAKE, LICKING COUNTY, OHIO

BY Charles E. Slater
MAYOR

BUCKEYE LAKE VOLUNTEER FIRE DEPARTMENT, INC.

BY Dana C. Moraw
PRESIDENT