

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between:

1. Union Township, Licking County, Ohio, an Ohio Township established pursuant to Title 5 of the Ohio Revised Code (hereinafter "Township");
2. Board of Trustees of Union Township, Licking County, Ohio, duly elected and constituted pursuant to Title 5 of the Ohio Revised Code (hereinafter "Township Trustees");
3. Refugee-Canyon Joint Fire District, an Ohio joint fire district established pursuant to §505.371 of the Ohio Revised Code and Joint Resolution 19-12 adopted by and between the Township and the Village of Hebron, Licking County, Ohio, on or about October 30, 2019 (hereinafter "Fire District"); and,
4. Refugee-Canyon Joint Fire District Board of Trustees, duly appointed pursuant to §505.371 of the Ohio Revised Code and Joint Resolution 19-12 (hereinafter "District Trustees").

WHEREAS, the Township owns the real property located at 6265 Lancaster Road, Hebron, Licking County, Ohio (hereinafter "Property");

WHEREAS, the Township purchased and modified the Property for the purpose of operating a fire station (hereinafter "Station 352");

WHEREAS, Joint Resolution 19-12, Article XVI, Section 1, requires that the Village and Township "shall permit the Fire District to occupy their fire stations for the use as fire stations for the Fire District.";

WHEREAS, Joint Resolution 19-12, Article XVI, Section 1 further requires that rights and responsibilities for the use of the fire stations be established by separate written agreements between the relevant entities;

WHEREAS, the Fire District has occupied Station 352 since March 7, 2020, without such written agreement, and utilities have become delinquent and at risk for service termination;

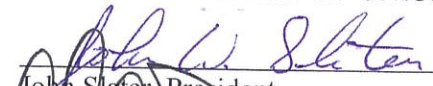
NOW, THEREFORE, the Township, by and through the Township Trustees, and the Fire District, by and through the District Trustees, hereby agree as follows:

1. This MOU shall become effective as of the last date signed by either party.
2. Beginning on the effective date of this MOU, the Fire District shall open new accounts with any applicable utilities and/or service providers to Station 352 in the name of the Fire District.
3. The Township and the Fire District agree to negotiate in good faith the terms and conditions of the written instrument required by the Joint Resolution 19-12, Article XVI, Sections 1 and 2.
4. During this negotiation period, the Fire District shall have the sole and exclusive right to occupy and utilize Station 352 without payment of rent.

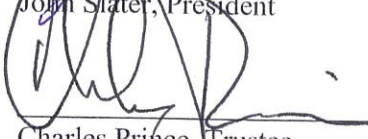
5. During this negotiation period, the Fire District shall maintain general liability and casualty insurance coverage on Station 352, at its sole expense, in amounts deemed sufficient by the Township naming the Township and Township Trustees as additional insureds. The Fire District shall provide evidence of coverage to the Township forthwith.
  
6. Should no agreement be reached within one hundred twenty (120) days from the effective date of this MOU, the parties agree to participate in mediation and to share the costs of said mediation equally.

**[The remainder of this page is intentionally left blank. Signature pages to follow.]**

BY AND ON BEHALF OF UNION TOWNSHIP, LICKING COUNTY, OHIO:

  
\_\_\_\_\_  
John Slater, President

3/25/21  
Date

  
\_\_\_\_\_  
Charles Prince, Trustee

3/25/21  
Date

BY AND ON BEHALF OF REFUGEE-CANYON JOINT FIRE DISTRICT

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Trustee

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Date

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Trustee

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