

**RESOLUTION APPROVING CONTRACT WITH KINDER MORGAN/PINNEY DOCK TRANSPORT FOR LIMESTONE, ENGINEER'S OFFICE**

WHEREAS, Tim Martin, Ashtabula County Engineer, has presented a contract for the approval of the Board, to-wit:

**Scope:** Supplying of Limestone, Lot #2, #3, and #4

**Provider:** Kinder Morgan/Pinney Dock Transport LLC, 1149 East 5<sup>th</sup> Street, Ashtabula, Ohio 44004

<b>Cost:</b>	Lot #2- 4,000 tons #8	Point of Supply \$19.24/ton	Extension: \$76,960.00
	Lot #3- 2,500 tons #411	Point of Supply \$16.27/ton	Extension: \$40,675.00
	Lot #4- 2,000 tons #304	Point of Supply \$16.27/ton	Extension: \$32,540.00

**Not to Exceed:** \$150,175.00

**Term:** one year from date of execution; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2021-207**

**June 01, 2021**

**RESOLUTION APPROVING CONTRACT WITH KINDER MORGAN/PINNEY DOCK  
TRANSPORT FOR LIMESTONE, ENGINEER'S OFFICE**

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

**VOTE:**


**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

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Crystal Sturgill, Clerk of the Board, *Acting Clerk*  
Board of County Commissioners  
Ashtabula County, Ohio

# CONTRACT FOR ASHTABULA COUNTY LIMESTONE PURCHASE

1. This contract is made and entered into this June 1, 2021 (the "Effective Date"), by and between Kinder Morgan/Pinney Dock & Transport LLC, 1149 East 5<sup>th</sup> Street, Ashtabula, Ohio 44004, herein referred to as "Seller", and the Board of Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, Ohio 44047, herein referred to as "Buyer".

2. (a) Seller shall sell to the Buyer, and the Buyer shall buy from the Sellers, on a non-exclusive basis, those certain limestone products, identified in Seller's Quotation #297, at prices identified agreed to in writing between the parties. Prices are inclusive/exclusive of all taxes, insurance, and shipping and handling charges.

\*Lot #2- 4,000 tons of #8, \$19.24/ton with a total cost of \$76,960.00

\* Lot #3- 2,500 tons of #411, 16.27/ton with a total cost of \$40,675.00

\*Lot #4- 2,000 tons of #304, 16.27/ton with a total cost of \$32,540.00

3. Buyer agrees to pay for the goods within 30 days from the time they are being received at the pickup point. All payments shall be made in United States Dollars.

4. Picked up of goods shall be available upon request. Goods shall be deemed received by Buyer when picked up by the buyer.

5. This Agreement shall commence on the Effective Date and have a term which expires one calendar year later, unless terminated earlier as provided herein. Either party may terminate this agreement with 90 days written notice to the other. Upon termination, final payment shall be made within 30 days of all limestone picked up.

6. Seller warrants that the goods shall be free from any security interest or other lien or encumbrance, that they shall be free from same at the time of delivery, and that he neither knows nor has reason to know of any outstanding title or claim of title hostile to his rights in the goods.

7. Buyer has the right to examine the goods on arrival and has 5 days to notify Seller of any claim for damages on account of the condition, grade or quality of the goods. That said notice must specifically set forth the basis of his claim, and that his failure to either notice seller within the stipulated period of time or to set forth specifically the basis of his claim will constitute irrevocable acceptance of the goods.

8. Either party shall be free from liability for the failure or omission in performance of its obligations hereunder if such failure or omission is a result of fire, flood, war, earthquake, prohibition of export or import, limitation in respect of remittance currency and other governmental activities as well as other circumstances beyond reasonable control of the parties.

9. Neither party may assign, delegate, or transfer this agreement, or any of its rights or duties hereunder, without the prior written consent of the other party. Any attempted assignment or


delegation in violation of this section shall be void. The provisions of this agreement shall be binding upon and inure to the benefit of the parties and permitted assigns.

10. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the power to bind the other party or incur obligations on the other party's behalf without the other party's prior written consent.

11. No modification to this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

12. This Agreement and the exhibits attached hereto constitute the entire and exclusive agreement between the parties hereto with respect to the subject matter and supersede any prior agreements between the parties with respect to such subject matter.

13. This agreement is governed by Ohio law and has been executed in duplicate, whereby both buyer and seller have retained one copy each, on \_\_\_\_\_.

  
Commissioner, Kathryn Whittington

6-1-21  
Date

  
Commissioner, Casey Kozlowski

6-1-21  
Date

  
Commissioner, J.P. Ducro IV

6-1-21  
Date

**Kinder Morgan/Pinney Dock &**

**Transport Company, LLC**

5/26/21  
Date



Judy Sims, Aggregate  
Sales Manager  
(Typed or printed name)

**CERTIFICATE TO THE FISCAL OFFICER**

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

I, Brad Biro, do hereby affirm that at the time the proposal was submitted for **furnishing limestone aggregate to the Ashtabula County Engineer's Highway Department** that there were \$ none due and unpaid delinquent Personal Property Taxes, and \$ none due and unpaid penalties and interest thereon, charged against Kinder Morgan/Pinney Dock & Transport Company LLC, in Ashtabula County.

**KINDER MORGAN/PINNEY DOCK &  
TRANSPORT COMPANY LLC**


By: 

Title: Brad Biro, Terminal Manager

State of Ohio            )  
                                  ) ss.  
County of Ashtabula    )

Before me, a Notary Public, in and for said County and State, personally appeared Brad Biro, who acknowledged that he/she did sign the foregoing declaration and that the same is his/her free act and deed, personally and in his/her official capacity.

In testimony whereof, I have hereunto set my hand and official seal at Ashtabula, Ohio, this 5th day of May, 2021.

  
Notary Public

Judith A. Sims  
My Commission Expires June 30, 2022

**JUDITH A. SIMS, NOTARY PUBLIC**  
Recorded in Ashtabula County, Ohio  
My commission expires June 30, 2022.

**FISCAL OFFICER'S CERTIFICATE**

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021, under the Agreement, has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: 2222.007.301-701; not to exceed \$150,175.00, and free from any previous encumbrances.

Agreement Title: ***Kinder Morgan/Pinney Dock & Transport LLC  
Limestone, Lot #2, 3 and 4***



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**David Thomas**  
Ashtabula County Auditor


Date: \_\_\_\_\_

*5/24/21*

**Signature Page**

Agreement Title: Limestone Lots 2, 3 & 4 Bid Award to Kinder-Morgan  
#297

Approved as to Legal Form Only:

By:   
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Dated. 5/27/, 2021