

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

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

Cost: Lot #2- 3,600 tons #8 Point of Supply \$20.50/ton Extension: \$73,800.00

Not to Exceed: \$73,800.00

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. 2022-214

April 19, 2022

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

Upon the motion of Casey R. Kozlowski, seconded by Kathryn L. Whittington.

VOTE:

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



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CONTRACT FOR ASHTABULA COUNTY LIMESTONE PURCHASE

1. This contract is made and entered into this _____ (the "Effective Date"), by and between Kinder Morgan/Pinney Dock & Transport LLC, 1149 East 5th 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 #303, 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- 3600 tons of #8, \$20.50/ton with a total cost of \$73,800.00

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

4/19/22

Date



Commissioner, Casey Kozlowski

4/19/22

Date



Commissioner, J.P. Ducro IV

4/19/22

Date

Kinder Morgan/Pinney Dock &

Transport Company, LLC

4/4/22

Date



Brad Biro, Terminal Mgr.

(Typed or printed name)

CERTIFICATE TO THE FISCAL OFFICER

TO THE FISCAL OFFICER OF ASHTABULA COUNTY:

I, Kerry Vanderlind, 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: Sr. Accountant

State of Ohio)
) ss.
County of Ashtabula)

Before me, a Notary Public, in and for said County and State, personally appeared Kerry Vanderlind, 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 4th day of April, 2022.


Notary Public JUDITH A. SIMS

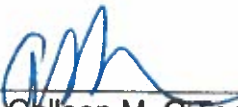
JUDITH A. SIMS, NOTARY PUBLIC
Recorded in Ashtabula County, Ohio
My commission expires June 30, 2022

Signature Page

Agreement Title: Limestone Lot # 2 Bid Award to Kinder-Morgan
#303

Approved as to Legal Form Only:

By:



Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 4.11.22, 2022

MAA 4.11.22



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: ,
Organization: **Kinder Morgan/Pinney Dock**
Date: **3/28/2022 7:49:27 AM**

This search produced the following list of 25 possible matches:

Name/Organization	Address
Dawkins, Henry	7521 Ross Ave.
Feakins, Randy	107 Wall Street
Gaskins, Francis	P.O. Box 88
Hopkins, Karla	28012 Gardenview Drive
Hopkins, Rebecca	1958 Indian Woods Lane
Karl King LLC	5988 Bear Creek Drive #416
King, Bernie	8613 Cherryridge Avenue, NW
King, Charlene	3940 Factory Road
King, Eric	4183 Hinsdale Road
King, Karl	120 Anderson St.
King, Ronald	3580 Darbyshire Dr.
King, Nicole J	2356 Holt Ave
Lumpkin, Danielle	5609 Harleston Drive
Markins, Edward	502 Patricia Drive
McKinney, Jerry	7423 Eagle Tree
McKinney, Jerry	McKinney & Assoc. Realty, P.O. Box 9392
McKinney, Jerry	5701 Market st.
McKinney, Jerry	5701 Market St.
McKinney, Jerry	5701 Market St.
McKinney-Lowe, Angela	3814 Klepinger Road
Perkins, Martha	163 S. High St.
Perkins, Sandra	1419 13th Street
Rankin, Glenn	5024 State Route 729
Watkins-Tyree, Bobbie	2030 Harvard Boulevard
Watkins-Tyree, Bobbie	2030 Harvard Boulevard

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

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 2022, 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 \$73,800.00, and free from any previous encumbrances.

Agreement Title: ***Kinder Morgan/Pinney Dock Co.***
Limestone, Lot #2 3600 tons of #8 limestone



David Thomas
Ashtabula County Auditor

Date: 4/14/22