

IN THE COUNCIL OF THE VILLAGE OF NEW CONCORD, OHIO

**RESOLUTION NO. 5-12-2**

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AGREEMENTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE VILLAGE OF NEW CONCORD'S PARTICIPATION IN THE CONTRACT AND AGREEING TO BE BOUND BY THE INVITATIONS TERMS AND CONDITIONS AS ADOPTED FOR ROCK SALT REQUIREMENTS FOR PURCHASE EFFECTIVE PERIOD: TWELVE MONTHS FROM THE DATE OF AWARD, INCLUSIVE, AND DECLARING AN EMERGENCY.

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services  
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)

DATE SUBMITTED: May 14, 2012

**RESOLUTION No. 5-12-2** as adopted for sodium chloride/rock salt requirements for purchase. Effective period: twelve months from date of award, inclusive, or on an effective date as determined by the Director at the time of bid.

Whereas, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles;

Now Therefore, Be it Resolved, Intending to Be Legally Bound That John W. Huey, Village Administrator  
(Agent)

Hereby Requests Authority in The Name of The Village of New Concord  
(Political Subdivision)

To participate in the Ohio Department of Transportation's Contract for Rock Salt and Agrees:

- 1) To purchase an estimated salt tonnage, indicated below, exclusively from the vendor awarded the rock salt contract for the county in which said political subdivision is located;

018 NOTE: By executing this agreement and providing an estimated tonnage the Political Subdivision recognizes that Contract 018 will contain a min/max tonnage provision, as determined by the Director at the time of bid but will not exceed 80/120% respectively, for which the Political Subdivision will be responsible.

18 NOTE: By executing this agreement and providing tonnage to purchase the Political Subdivision recognizes that Contract 318 will contain a 100% tonnage provision for which the Political Subdivision will be responsible.

- 2) To be bound by the terms and conditions of the contract;
- 3) To be responsible for payment directly to the vendor for the quantities purchased under the contract; and
- 4) To be responsible for resolving all disputes arising out of participation in the contract and agree to release the Director of Transportation and the Ohio Department of Transportation from liability for all loss or damage, and from any and every claim or damage resulting from or arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(b).

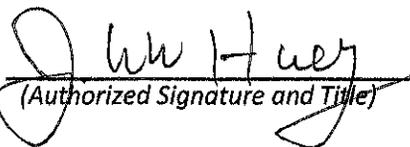
MINIMUM ORDER = 1 TRUCKLOAD / 22 TONS WITHOUT PILER OR 200 TONS WITH PILER

018 Salt Winter Use Contract - 80/120% (Min/Max Tonnage)		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)
220 West Main Street	250 Tons	350 Tons
318 Summer Fill-Up - 100% Tonnage Provision		
STOCKPILE LOCATIONS	STOCKPILE CAPACITY	TONS REQUIRED (ESTIMATED)

OHIO DEPARTMENT OF TRANSPORTATION - Office of Contracts, Purchasing Services  
Cooperative Purchasing Program - Sodium Chloride (Rock Salt)  
Continued

Participating Political Subdivisions are intended beneficiaries under this contract and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in this contract during the upcoming winter season, upon award of the contract to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of the contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of this contract may invalidate participation for the following winter season.

Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

 , VILLAGE ADMINISTRATOR, MAY 14, 2012  
(Authorized Signature and Title) (Date)

JOHN W. HUEY  
(Print Exactly as Signed Above)

MUSKINGUM  
(County Location)

VILLAGE OF NEW CONCORD  
(Political Subdivision)

WEST MAIN STREET - PO BOX 10  
(Street) (P.O. Box)

NEW CONCORD, OHIO 43762  
(City) (State) (Zip plus 4)

JOHN HUEY - 740-826-7671  
(Contact Name Responsible for Ordering Salt) (Phone Number)

jhuey@newconcord-oh.gov  
(E-Mail Address)

**Note:** This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services prior to the mailing of the Invitation to bid.

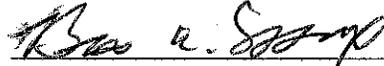
Upon receipt of the agreement each political subdivision will get added to a list that will be maintained on the Office of Contracts web site. This list will be updated daily on the Contracts web site located at ->

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Purchase/salt.doc>

Email the completed resolution to [contracts.purchasing@dot.state.oh.us](mailto:contracts.purchasing@dot.state.oh.us).

Section 5. As stated in the preamble hereto, this resolution shall be an emergency measure and be in full force and effect at the earliest date permitted by law.

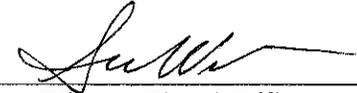
PASSED: May 14, 2012

  
Brett Essex, President of Council

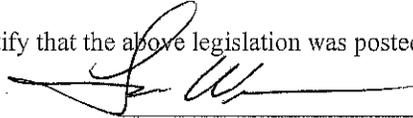
APPROVED: May 14, 2012

  
R. Gregory Adams, Mayor

ATTEST:

  
Sue Wilson, Fiscal Officer

I hereby certify that the above legislation was posted per Ordinance No. L-1-84-1.

  
Sue Wilson, Fiscal Officer