

Village of Mantua, Ohio
RESOLUTION 2021-43

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CITY OF RAVENNA
FOR THE PURCHASE OF ROAD SALT, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Ravenna has developed a salt storage facility and salt tracking system which other local governments are invited to utilize in order to save costs; and

WHEREAS, the Mantua Service Committee has recommended to this Council that the Village of Mantua enter into an agreement with the City of Ravenna for the purchase of road salt for the 2021-2022 winter season.

NOW, THEREFORE, be it Resolved by the Council of the Village of Mantua, two-thirds or more of the members elected thereto concurring, that:

SECTION 1: The Mayor is hereby authorized and directed to execute the Ravenna City Salt Purchase Agreement attached hereto as "Exhibit A" and incorporated herein by reference.

SECTION 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution is hereby declared an emergency measure and shall become effective immediately upon its passage by Council, in order to submit the required participation documents to the City of Ravenna prior to the October 1st, 2021 deadline.

PASSED IN COUNCIL this 17th day of August, 2021.

ATTEST:

Linda Clark, Mayor

Jenny August, Clerk-Treasurer

I hereby certify that the above Resolution was posted at the five (5) public notice locations in the Village of Mantua, Ohio, on the _____ day of August, 2021.

Jenny August, Clerk-Treasurer

Approved as to Legal Form:

Michele Stuck, Solicitor

**Village of Mantua, Ohio
RESOLUTION 2021-43**

“Exhibit A”

**AGREEMENT FOR PURCHASE OF SALT
FROM THE CITY OF RAVENNA
AT 701 OAKWOOD STREET, RAVENNA, OHIO 44266**

WHEREAS, the City of Ravenna (CITY) has salt storage facility located at 701 Oakwood Street, Ravenna, Ohio 44266 that stores rock salt utilized by local communities to aid in snow and ice removal; and

WHEREAS, the City has a large 7,000 ton salt storage and tracking system that allows the City to track sale purchases from the CITY; and

WHEREAS, the VILLAGE OF MANTUA is desirous of purchasing rock salt from the City located at the City’s storage facility located at 701 Oakwood Street, Ravenna, Ohio 44266.

NOW, THEREFORE, in consideration of the payments, promises, covenants and agreements hereinafter set forth, be it agreed as follows:

ARTICLE 1: Description of Premises

The City of Ravenna and VILLAGE OF MANTUA hereby enter into an agreement where the RAVENNA TOWNSHIP will purchase salt from the City’s storage facility located at 701 Oakwood Street, Ravenna, OH 44266, which has the capacity to store 7,000-ton of rock salt. The storage facility and scale facility are accessible to VILLAGE OF MANTUA 24/7 during the 365 days of the year.

ARTICLE 2: Term of Agreement

The Term of this Agreement shall be for one (1) year, commencing upon the 1st day of October, 2021, unless terminated earlier in accordance with this Agreement. **The price of salt in this Agreement is \$43.76/ton.**

ARTICLE 3: Payments for Rock Salt 2

The VILLAGE OF MANTUA agrees to pay for only the salt used during the 2021-2022 winter season. The rock salt shall be purchased from Cargill Inc. and the price per ton shall be established by Cargill Inc. and will be available to the VILLAGE OF MANTUA by NOVEMBER 1, 2021.

The CITY will invoice by the end of April, for the total of salt used by the VILLAGE OF MANTUA. The salt usage will be tracked through the electronic scale system. The VILLAGE OF MANTUA will be issued a User ID number and will be required to weight their trucks before and after each salt load. The invoice issued in April will include the data supporting the amount of salt tracked for the VILLAGE OF MANTUA.

Village of Mantua, Ohio
RESOLUTION 2021-43

If payment is longer than 60 days, the CITY has the right to terminate the agreement with the VILLAGE OF MANTUA.

ARTICLE 4: Liability Insurance

The VILLAGE OF MANTUA promises and agrees, at its own costs and expenses, to take out and maintain throughout the term of this Agreement, comprehensive and general liability, and “all risk” insurance, ensuring against loss, damage and claims resulting from the personal injury or property damage occurring in, upon or about the premises during the term of this Agreement. Liability insurance shall be one million dollars (\$1,000,000.00). At all times, the City of Ravenna shall be named as an additional insured on such policy or policies. Said insurance shall be provided by and through a company rated A minus or better. A copy of the policy shall be provided to the City of Ravenna.

ARTICLE 5: Use and Access of Premises

It is understood that the subject premises shall be used for the loading of rock salt by the VILLAGE OF MANTUA. The VILLAGE OF MANTUA agrees to prevent the premises from being used in any way which may be an unreasonable nuisance, annoyance, inconvenience or damage to the City of Ravenna or other tenants of 701 Oakwood Street, Ravenna, Ohio, or residents or owners of adjoining properties.

There shall be no smoking or loitering while loading rock salt at the salt storage facility.

The VILLAGE OF MANTUA must provide their own truck or procure a trucking company to haul the rock salt. The CITY is not responsible to load or transport salt. The VILLAGE OF MANTUA will load the salt into their truck at their convenience.

If there is an issue with the equipment not working at the storage facility or scales, it MUST be reported to the CITY immediately or if after hours during the next business day.

ARTICLE 6: Repair and Maintenance

It is expressly understood that the VILLAGE OF MANTUA is responsible for any costs and labor related to damage to loading equipment, electronics or scales, as a result of their personnel using the salt storage facility. This damage can be evidenced by the security cameras installed on the salt storage facility. It is further understood that all normal maintenance and regulatory issues will be the responsibility of the City of Ravenna for the calibration of the scales and the storage of the salt.

ARTICLE 7: Termination of Agreement

This Agreement may be terminated by either party upon their providing a thirty (30) day written notification of the party(s) intent to terminate the Agreement herein. Any salt used and tracked to the date of written termination must be paid in full by the VILLAGE OF MANTUA within thirty (30) days of termination.

Village of Mantua, Ohio
RESOLUTION 2021-43

ARTICLE 8: Execution of Agreement

This writing contains the entire Agreement between the parties hereto and no one is authorized to modify the terms by oral agreement; no modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date above-referenced.

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

CITY OF RAVENNA

VILLAGE OF MANTUA

BY _____
FRANK SEMAN, MAYOR

BY _____
Title: _____

DATE: _____

DATE: _____

WITNESSES:

WITNESSES:

