

RECORD OF ORDINANCES

Ordinance No. 2014- 12

Passed MARCH 24 20 14

AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND VILLAGE FISCAL OFFICER TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF BALTIMORE, OHIO AND RUSHCREEK TOWNSHIP OF FAIRFIELD COUNTY, OHIO, FOR THE SALE OF SURPLUS EMULSION AND THE DECLARATION OF AN EMERGENCY

WHEREAS, Rushcreek Township is in need of emulsion for use in its Durapatcher machine and desires to purchase the same from the Village of Baltimore; and,

WHEREAS, Service Committee has reviewed the proposed agreement and has recommended its approval; and,

WHEREAS, in order for the renewal agreement to be effective as of March 10, 2014, this ordinance will need to be passed on an emergency basis;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BALTIMORE, FAIRFIELD COUNTY, OHIO, THREE-FOURTH'S (3/4'S) OF ITS MEMBERS CONCURRING:

SECTION 1: That the Village Administrator and Village Fiscal Officer are hereby authorized to execute an agreement between the Village of Baltimore and Rushcreek Township of Fairfield County, Ohio, for the sale of surplus emulsion owned by the Village to the Township, upon the terms and conditions specified in the attached agreement.

SECTION 2: For the reasons noted in the preamble, this Ordinance is declared to be an emergency measure necessary for the health, safety and general welfare of the community. Therefore, this ordinance shall become effective immediately upon its passage by Council.



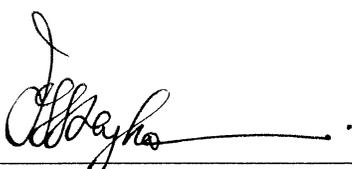
Robert M. Kalish, Mayor

DATE OF PASSAGE: 3-24-2014

EFFECTIVE DATE: 3-24-2014

ATTEST: 
Florence D. Welker, Fiscal Officer

SPONSOR: Keller

APPROVED AS TO FORM: 
Jeffrey Feyko, Village Solicitor

**AGREEMENT BETWEEN THE VILLAGE OF BALTIMORE, OHIO, AND
RUSHCREEK TOWNSHIP OF FAIRFIELD COUNTY, OHIO, FOR THE PURCHASE
OF SURPLUS EMULSION FROM THE VILLAGE**

This Agreement is entered into by and between the Village of Baltimore, Ohio, an Ohio municipal corporation (hereafter the "Village"), 103 W. Market Street, Baltimore, Ohio 43105, and Rushcreek Township of Fairfield County, Ohio (hereafter the "Township"), P.O. Box 88, 213 Marietta Street, Bremen, Ohio 43107.

WHEREAS, it is the desire of the Township to purchase surplus emulsion from the Village for use in the Township's Durapatcher machine, for the 2014 road repair/paving season, as the Township has no means currently to store emulsion; and,

WHEREAS, the Village desires to accommodate the Township by selling surplus emulsion, subject to the availability of the same to the Village; and,

WHEREAS, as the road repair and paving season will soon commence, the Township desires for this Agreement to be effective as of March 10, 2014; and,

WHEREAS, the Village Council for the Village of Baltimore and the Board of Trustees for Rushcreek Township have approved the provisions set forth herein;

Now, therefore, be it agreed by the parties hereto, each in consideration of the mutual promises and obligations herein made by the other:

SECTION 1. The Village agrees to sell and the Township agrees to purchase surplus emulsion owned by the Village. The sale of the same shall be subject to its availability to the Village.

SECTION 2. This Agreement shall commence effective March 10, 2014, and expire on March 13, 2015. The parties may agree to a one (1) year extension of the Agreement, which extension shall be approved by the parties in writing.

SECTION 3. The price to be paid by the Township shall be the same as the price paid by the Village for the Village's supply. The Village shall submit an invoice to the Township on a monthly basis and the Township shall approve and pay the same within two (2) business days of its next semi-monthly meeting.

SECTION 4. During the transfer of the emulsion from the Village to the Township, a representative of each party shall be present, and the Township shall provide to the Village a receipt or similar product ticket confirming the date and number of gallons of emulsion

purchased by the Township. The receipt or similar product ticket shall be signed and dated by the representatives present.

SECTION 5. The Village shall incur no liability regarding the emulsion product or the Township's use of the same, and the Township shall assume all risk in its use of the product. Further, the Village makes no warranties, express, implied or otherwise, regarding the condition of the emulsion product.

SECTION 6. This Agreement may be terminated by either party, by providing a thirty (30) day written notice to the other party.

IN WITNESS WHEREOF, the Village of Baltimore, Ohio, and Rushcreek Township of Fairfield County, Ohio, have accepted this agreement on the dates set forth below. .

Rushville Township, Fairfield County, Ohio

Village of Baltimore, Ohio

Connie S. Moyer, Clerk



Scott Brown, Village Administrator

Date

4-2-14

Date

Robert Suer, Road Superintendent



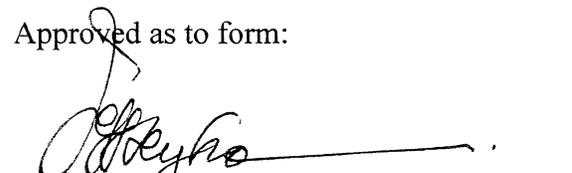
Florence D. Welker, Fiscal Officer

Date

3-24-14

Date

Approved as to form:



Jeffrey Feyko, Village Solicitor