



**Planned Maintenance Agreement Quote**  
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**Bill-to Customer No.** C00405838  
Village Of South Lebanon  
PO Box 40  
South Lebanon, OH 45065  
USA

**Buckeye Power Sales Co., Inc.**  
4992 Rialto Road  
West Chester, OH 45069  
USA  
**Phone No.** 513.755.2323  
**Fax No.** 513.755.4515

**Contact** Jerry Haddix  
**Phone No.** 513-494-2296  
**E-Mail** jhaddix@southlebanonohio.org  
**Salesperson** Marissa Maloney  
**Description** Planned Maintenance Agreement

**Quote No.** PMA1004064  
**Accept Before**  
**Renewal Date** 08/01/15  
**Invoice Period** Year  
**Annual Amount** 2,155.00  
**Contract No.** PMA0WC3736  
**Contract Type** Contract Renewal

As requested Fuel Samples have been added to the 20REOZJB and the 50REOZJD units.

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

**Ship-to Address**

Grants Pass L.s.  
5095 Zoar Rd.  
South Lebanon, OH 45065

EQ0205362	Kohler 50REOZJD	KH50REOZ	3032865	770.00
	MAJOR Major Service with Fuel Sample			
	MINOR Minor Service with PMA			

**Ship-to Address**

Mckinley Pump  
107 W. Mckinley St.  
South Lebanon, OH 45065

EQ1007869	200REZXB, 200 kW, 60 Hz	KH200REZ	SGM322FN2	780.00
	MAJOR Major Service with PMA			
	MINOR Minor Service with PMA			

**Ship-to Address**

Rivers Crossing  
Village of S. Lebanon  
3649 N Lebanon Road  
LEBANON, OH 45036

EQ0203516	Kohler 20REOZJB	KH20REOZ	2154362	605.00
	MAJOR Major Service with Fuel Sample			
	MINOR Minor Service with PMA			



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Addition to Section 3.06 - The venue for any and all claims, disputes, interpretations and litigation of any kind arising out of this Agreement shall be exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and each party hereby waives the right to initiate in or remove any such matters to any state or Federal court.

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**Total** 2,155.00

Customer Signature Line

**PO #** \_\_\_\_\_  
**Sign** \_\_\_\_\_  
**Print** Lionel H. Lawhorn, Mayor  
**Date** \_\_\_\_\_

Please do not pay the total indicated on this Quotation as it does not include the applicable sales tax. A separate invoice will be sent for payment once the signed agreement has been returned to BPS.

Approved as to form:

\_\_\_\_\_  
Bruce A. McGary, Village Solicitor

**BUCKEYE POWER SALES CO., INC.**

**PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS**

**ARTICLE ONE: TERM OF CONTRACT**

- 1.01 This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified).
- 1.02 For services rendered under this proposal, Customer agrees to pay Servicing Agent in advance of performance of services.
- 1.03 Rates for extended years shall be determined at the beginning of each billing cycle.
- 1.04 Replacement parts will be billed at prices prevailing at time of use.
- 1.05 Emergency service between scheduled services and/or load test services will be provided at rates in effect at the time of service for labor, parts and travel.

**ARTICLE TWO: REMEDIES FOR BREACH**

- 2.01 In the event Servicing Agent and/or its employees/agents negligently fail to perform the Planned Maintenance Services outlined herein, the failure of which directly causes property damage, the sole remedy available to Customer shall be the replacement or repair of property with property of equal quality and value. This applies only to the Generator(s) and/or Automatic Transfer Switch(es).
- 2.02 ~~Servicing Agent is not responsible for property damage caused by its negligence.~~ MM 7/1/15
- 2.03 Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control including labor strikes, labor disputes, acts of God, etc., or consequential damages.

**ARTICLE THREE: TERMINATION OF AGREEMENT**

- 3.01 Either party may terminate this Agreement by giving sixty (60) days written notice to the other party
- 3.02 This Agreement shall terminate automatically on the occurrence of any of the following events:
  - Bankruptcy or insolvency of either party
  - Assignment of this Agreement by either party without consent of the other party
  - Sale of the business of either party
  - Acts of God
  - Death or dissolution of either party
  - Impracticability and/or impossibility of performance
- 3.03 This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Servicing Agent for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in writing signed by the Servicing Agent.
- 3.04 ~~Servicing Agent, its directors, officers and employees ("Inventories") harmless from and against any and all claims, damages, losses, costs, expenses, attorney's fees, and reasonable costs of defense, including reasonable attorney's fees, to the extent it is determined through final judicial determination that the Servicing Agent is liable for such claims, damages, losses, costs, expenses, attorney's fees, and reasonable costs of defense.~~ MM 7/1/15
- 3.05 ~~If any action is brought in respect to the performance of the services under this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs of defense, including reasonable attorney's fees, to the extent it is determined through final judicial determination that the Servicing Agent is liable for such claims, damages, losses, costs, expenses, attorney's fees, and reasonable costs of defense.~~ MM 7/1/15
- 3.06 This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

**ARTICLE FOUR: SERVICES TO BE PERFORMED BY SERVICING AGENT**

- 4.01 Servicing Agent agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 **Periodic Service** - Services provided in each Servicing Agent's maintenance trip will include the following:
  - Inspect air cleaner
  - Test antifreeze and adjust
  - Check coolant level
  - Inspect belts and hoses as required
  - Check engine heater operation
  - Check generator set for fuel, oil, coolant leaks
  - Check air intakes and outlets
  - Check transfer tank operation
  - Drain exhaust line
  - Check battery charger operation and charge rate
  - Check battery electrolyte levels and specific gravity
  - Clean battery terminals as necessary
  - Check generator output voltage and adjust as necessary
  - Emergency system operation without load transfer
  - Frequency check/governor adjustment, as required
  - Check transfer switch and accessory operation
  - Check engine alternator charge rates
  - Check engine and generator gauge and indicator operation
  - Check generator set controller operation including shutdown functions
  - Perform engine checks per manufacturer's recommendations
- 4.03 **Annual Maintenance** - Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
  - Lube, oil and filter(s) change
  - Fuel filter(s) change
  - Engine tune-up with parts (to include points, condenser, rotor, cap and spark plugs) for gas or gasoline engines (as required)
- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.
- 4.05 **Load Bank Service (only if specified as "Additional Services")** - Customer and Servicing Agent agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Servicing Agent's load bank test will be performed utilizing portable resistive load banks at unity power factor. Test to be performed in accordance with usual and customary practice as defined by applicable code.
- 4.06 Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or materials are under this Agreement unless specifically referred to herein.
- 4.07 **THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**