# VILLAGE OF SOUTH LEBANON, OHIO RESOLUTION NO. 2015-

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE VILLAGE'S LIFT STATIONS FOR THE PERIOD OF 8/1/2015 THROUGH 7/31/2016

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Stations will expire in July 31, 2015, and continued maintenance is necessary.

WHEREAS, the Village desires to renew its agreement with Buckeye Powers Sales, Inc., under the terms and conditions set forth in the attached Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of South Lebanon, Ohio, at least a majority of all members elected thereto concurring:

<u>Section 1</u>. That the Council approves and authorizes the Mayor and Fiscal Officer to execute the Planned Maintenance Agreement with Buckeye Power Sales, Inc., a copy of which is attached hereto.

<u>Section 2</u>. Authorizing the Fiscal Officer to pay invoices relating to the said Agreement for the period of 8/1/2015 to 7/31/2016.

<u>Section 3.</u> That the Council is acting in its administrative capacity in adopting this Resolution.

<u>Section 4</u>. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

<u>Section 5.</u> That it is found and determined that all formal actions of the Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Adopted this day of	, 2015.			
Attest: Sharon Loualler		Lionel Harold Lawhorn, Mayor		
Rules Suspended:	(if applicable)	Effective Date –		
Vote Yeas Nays				
First Reading – / /2015 Second Reading – / /2015 Third Reading – / /2015				
Vote Yeas Nays				
Prepared by and approved as to form:				
BRUCE A. McGARY				
VILLAGE SOLICITOR SOUTH LEBANON, OHIO				
By: Date:				
on at termography				



Bill-to Customer No. C00405838 Village Of South Lebanon PO Box 40 South Lebanon, OH 45065

Contact Phone No.

USA

Jerry Haddix 513-494-2296

E-Mail

jhaddix@southlebanonohio.org

Salesperson

Marissa Maloney

Description

Planned Maintenance Agreement

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

Planned Maintenance Agreement Quote Page 1

Buckeye Power Sales Co., Inc.

4992 Rialto Road

West Chester, OH 45069

USA

Phone No.

513.755.2323

Fax No.

513.755,4515

Quote No.

PMA1004064

Accept Before

Renewal Date

08/01/15

Invoice Period

Year 2,155.00

Annual Amount Contract No.

PMA0WC3736

Contract Type

Contract Renewal

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 MINOR

Major Service with PMA 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



Bill-to Customer No. C00405838 Village Of South Lebanon PO Box 40 South Lebanon, OH 45065 USA

Contact

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Phone No.

513-494-2296

E-Mail

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Salesperson Marissa Maloney

Description

Planned Maintenance Agreement

**Planned Maintenance Agreement Quote** Page 2

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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.

		Total	2,155.00
Customer Signature Line			
	PO#	Name of the state	
	Sign		
Please do not pay the total aducated on this Quotation as it does not include the applicable sales tax. A separate	Print	Lionel H. Lawhorn, Mayor	
invoice will be sent for payment once the signed agreement has been returned to BPS	Date		
	Ap	oproved as to form:	
	 Br	uce A. McGary, Village Solici	tor

PMA Quote No: PMA1004064 Customer Name: Village Of South Lebanon

#### BUCKEYE POWER SALES CO., INC.

## PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE: TERM OF CONTRACT		CONDITION OF THE PROPERTY OF T
101	This Apparent toll	

- This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified). 1.01 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.
- Replacement parts will be billed at prices prevailing at time of use. 1.04
- 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

- 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 2.01 causes properly 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 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

### ARTICLE THREE: TERMINATION OF AGREEMENT

- Either party may terminate this Agreement by giving sixty (60) days written notice to the other party 3.01
- This Agreement shall terminate automatically on the occurrence of any of the following events: 3.02
  - 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
- 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 3.03 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
- 3.05 7
- This Agreement will be governed by and construed in accordance with the laws of the State of Ohio. 3.06

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

- 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 4.01 Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as
- Periodic Service Services provided in each Servicing Agent's maintenance trip will include the following: 4.02
  - 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
  - Inspect silencer Check battery charger operation and charge rate
- Check battery electrolyte levels and specific gravity
- Clean battery terminals as necessary
- Cheek 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
- Annual Maintenance 4.03 - 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

  - Fitel filter(s) change
  - Engine tune-up with parts (to include points, condenser, rotor, cap and spark plugs) for gas or gasoline engines (as required)
- This Planned Maintenance Agreement is not a guarantee of equipment availability. 4.04
- Load Bank Service (only if specified as "Additional Services") 4.05 - 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.
- Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or 4.06 materials are under this Agreement unless specifically referred to herein.
- THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE 4.07 MANUFACTURER'S SERVICE MANUAL.