

**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:

**Section 1.** 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.

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

**Section 3.** That the Council is acting in its administrative capacity in adopting this Resolution.

**Section 4.** That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

**Section 5.** 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 Louallen, Fiscal Officer/Clerk    Lionel Harold Lawhorn, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading –	/ /2015	Effective Date – / /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: \_\_\_\_\_



**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.

Total 2,155.00

Customer Signature Line

PO #

Sign

Print

Date

Lionel H. Lawhorn, Mayor

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



## ARTICLE ONE: TERM OF CONTRACT

- ## ARTICLE TWO: REMEDIES FOR BREACH

- ### ARTICLE THREE: TERMINATION OF AGREEMENT

- 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 "Additlonal 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.**