

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
SEPTEMBER 1, 2016
6:30 P.M.

1. Mayor Smith calls the meeting to order

2. Roll Call:

Randall Atkins
James Boerio
Sue Johnson

Bill Madison
Steve Riley
George Teasdale

3. Guests:

4. Floor open to the public:

5. New Business:

Minutes for Approval:
Regular - July 7, 2016
Workshop - July 7, 2016
Regular - July 21, 2016

Emergency Resolution 2016-30
Agreement with McGill Smith Punshon

Authorization of Invoices

6. Old Business:

Third Reading -
Resolution 2016-25
Trane Contract

Second Reading - Resolution 2016-27-
maintenance agreement with Buckeye
Power Sales

7. Communications and reports from Village Officials and Committees

- a. Mayor
- b. Fiscal Officer
- c. Solicitor
- d. Administrator
- e. Sgt.
- f. Council Members

8. Adjournment



Village of South Lebanon
99 N. High Street, South Lebanon, Ohio 45065
513-494-2296
fax: 513-494-1656
www.southlebanonohio.org

MEMORANDUM

To: Mayor & Village Council
From: Jerry Haddix, Village Administrator
Date: August 30, 2016
Subject: McGill Smith Punshon (MSP) Agreement for Wynstead

Attached is an agreement for inspection services for Wynstead Section 3 construction. MSP has done the plan review & it makes sense for them to continue in the construction phase.

Their fees are paid by the developer and the amount of the agreement is a “not to exceed” which means they may or may not use the full amount.

Let me know if you have any questions.

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-**

**A RESOLUTION AUTHORIZING THE MAYOR AND FISCAL OFFICER TO
ENTER INTO AN AGREEMENT WITH MCGILL SMITH PUNSHON INC. FOR
CONSULTING ENGINEER SERVICES FOR REQUIRED INSPECTION SERVICES
FOR THE CONSTRUCTION PHASE OF WYNSTEAD SECTION 3 SUBDIVISION,
AND DECLARING AN EMERGENCY**

WHEREAS, McGill Smith Punshon, Inc. provided plan review services for the Village for the Wynstead Section 3 subdivision ; and,

WHEREAS, the developer has satisfied all of the conditions necessary prior to beginning construction; and,

WHEREAS, the Village desires to have onsite construction inspection services for developments to ensure all work meets the approved plans and specifications; and,

WHEREAS, immediate action is required to assure construction inspection can be completed in a timely manner, and such action is necessary in order to preserve the public peace, health, safety or welfare of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of South Lebanon, Ohio, at least two-thirds of all members elected thereto concurring:

Section 1. That the Council authorizes the Mayor and Fiscal Officer to enter into a contract with McGill Smith Punshon Inc. for consulting engineer services for required inspection services for the construction phase of Wynstead Section 3 Subdivision for a not to exceed amount of \$18,700.00.

Section 2. That the Council is acting in its administrative capacity in adopting this Resolution.

Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

Section 4. That this Resolution is hereby declared to be an emergency measure in accordance with Ohio Rev. Code § 731.30 for the immediate preservation of the public peace, health, safety and general welfare; and, this Resolution shall be in full force and effective immediately upon its passage.

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 September, 2016.

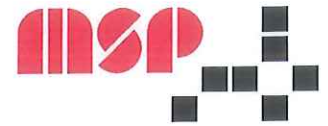
Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: ____/____/2016



AGREEMENT FOR PROFESSIONAL SERVICES

To

Mr. Jerry Haddix
Village Administrator
Village of South Lebanon (CLIENT)
99 North High Street
South Lebanon, Ohio 45065

For

Wynstead, Section Three
Village of South Lebanon, Ohio

MSP Project No. 06308.02

August 29, 2016

1. SCOPE OF SERVICES BY MCGILL SMITH PUNSHON (MSP):

1.1. Construction Observation Services:

- 1.1.1. A representative from MSP will make site visits to view and report on the construction progress and procedures as requested by the Village of South Lebanon. Based on our conversations, MSP expects to visit the site three to four (3-4) times per week, approximately three (3) hours per visit (including travel time) for the duration of the construction of the project (approximately fourteen [14] weeks).

1.2. Submittals

- 1.2.1. MSP will provide daily logs "Engineer's Field Report" to the client reporting the construction activities and progress observed during our site visits.

2. COMPENSATION:

- 2.1. We anticipate our fees to break down approximately as follows:

Construction Observation Services	\$15,000.00
Professional Review	\$ 2,200.00
Project Management	\$ 500.00
Reimbursable Expenses	\$ 1,000.00

- 2.2. Payment to MSP shall be in accordance with our current "Hourly Rate Schedule". The rates shown in that schedule apply for professional services to be provided under this Agreement.
- 2.3. MSP will not provide services which would exceed the above-described fees without prior Client authorization.
- 2.4. MSP shall invoice CLIENT monthly for the amounts due for professional services rendered and expense incurred. CLIENT shall pay MSP the full amount due within thirty (30) days of receipt of invoice.
- 2.5. All past due amounts shall bear interest at the rate of one and one-quarter percent (1 ¼%) per month compounded monthly. All amounts due MSP shall be paid whether or not CLIENT makes use of the professional services rendered by MSP.
- 2.6. All services requested by the Client in addition to those described in this agreement will be invoiced additionally and compensation for such work shall be paid on a Time & Material basis in accord with our current rate schedule.
- 2.7. In addition to the Basic Fee, MSP shall also be reimbursed for all costs incurred by MSP for travel, long distance telephone communications, printing, deliveries, postage and permit fees in conjunction with the work in accord with our current rate schedule. See above for estimated cost of reimbursable expenses.

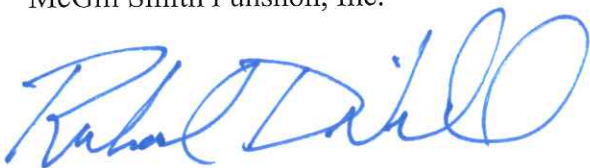
3. GENERAL TERMS

- 3.1. The CLIENT agrees to the fullest extent permitted by law, to limit the liability of MSP and its subconsultants to the CLIENT for any and all injuries, claims, losses, expenses, (including attorneys' fees, witness fees and other associated costs), and for damages arising out of this project from any cause or causes, so that the total aggregate liability of MSP and its subconsultants to the CLIENT shall not exceed \$50,000 or the amount of MSP's fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. (3.1. cont'd below)

- 3.2. MSP, acting as an authorized representative of the village, when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the MSP because of the acts or omissions performed by it in the enforcement of any provisions of the Village of South Lebanon Building Code shall be defended by the Village until final termination of the proceedings. MSP shall be entitled to all defenses and municipal immunities that are, or would be, available to the Village if the same services were provided by Village employees.
- 3.3. The Contractor is responsible for the means and methods associated with the construction of the project.
- 3.4. This Agreement may be terminated by either party upon seven (7) calendar days written notice. In the event of termination, MSP shall be paid by the CLIENT for all services performed to the date of termination. All original documents and drawings developed on behalf of the CLIENT shall remain the property of MSP.

Respectfully submitted,

McGill Smith Punshon, Inc.



Richard D. Nichols, P.S.
Vice President, Surveying

08308023-CLI-AGR-Wynstead sec3 construction observation services

CLIENT

Approved and accepted.

Signature

Title

Date

3.1. cont'd - However, CLIENT shall not be liable or be required to indemnify MSP for any damage or injury of any kind arising solely as the result of MSP's gross negligence, intentional acts, or willful misconduct.

Approved as to form:

Paul R. Revelson
Village Solicitor
Village of South Lebanon



HOURLY RATE SCHEDULE

Principal.....	\$135-\$180.00/hour
Project Manager	\$90-\$165.00/hour
Registered Engineer	\$120-\$180.00/hour
Registered Architect.....	\$80-\$180.00/hour
Registered Landscape Architect/Planner.....	\$90-\$130.00/hour
Professional Surveyor	\$85-\$180.00/hour
Designer/Job Captain.....	\$75-\$110.00/hour
CADD Operator/Technician.....	\$55-\$95.00/hour
Surveying (Monday through Friday) 8 Hours*	
3 Man Crew.....	\$170.00/hour
2 Man Crew.....	\$135.00/hour
1 Man Crew	\$95.00/hour

*A minimum 2 hours will be charged per trip (Monday through Friday)

*A minimum of 4 hours will be charged per trip (Saturday and Sunday)

Technical Support \$55-\$125.00/hour

Travel .54¢ per mile

Sub-consultants will be invoiced at 1.2 times MSP cost.

Reimbursable expenses such as postage, plots, prints, fees paid, travel expenses, long distance phone calls, e-mail, disk transfers and deliveries will be invoiced at 1.1 times MSP cost.

All invoices are due and payable upon receipt. Interest will be charged after 30 days at one and one quarter percent (1-1/4%) per month.

Effective Date: January 1, 2016

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____**

**A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR AND FISCAL
OFFICER TO SIGN PROPOSAL TO TRANE FOR IMPROVEMENTS TO THE
BUILDING LOCATED AT 10 NORTH HIGH STREET, AND AUTHORIZING THE
MAYOR AND FISCAL OFFICER TO SIGN ANY DOCUMENTS FOR THE SAID
IMPROVEMENT PROJECT**

WHEREAS, in 2002, the Kings Local School District transferred the property commonly known as the South Lebanon Elementary School to the Village of South Lebanon, as recorded in Volume 2662 Page 411 of the Office Records of Warren County; and,

WHEREAS, the Village Council now desires to utilize the two-story building along High Street for municipal purposes; and,

WHEREAS, Village staff has solicited a proposal from Trane for mechanical and electrical improvements per State of Ohio Term Schedule 800295; and,

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

Section 1. Approve and authorize the Mayor and Fiscal Officer to sign the proposal, as attached and made a part hereof, submitted by Trane in the amount of \$584,026.00 for mechanical and electrical improvements to the building located at 10 North High Street.

Section 2. Authorize the Mayor and Fiscal Officer to sign any other documents required for the execution of said proposal.

Section 3. That the Council is acting in its administrative capacity in passing 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 passing 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 _____, 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: / /2016 (if applicable)	Effective Date – / /2016
Vote - ____ Yeas ____ Nays	
First Reading – / /2016	Effective Date – / /2016
Second Reading – / /2016	
Third Reading– / /2016	
Vote - ____ Yeas ____ Nays	

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____



Ohio State Term Schedule PROPOSAL

CONTRACT NUMBER: 800295

Customer: Village of South Lebanon
99 North High Street
South Lebanon, OH 45065
Attn: Mr. Jerry Haddix

Date: July 14, 2016

Job Name: SLE HVAC/Electrical Retrofit

Terms of Delivery: FOB Destination
Full Freight Allowed

Terms of Payment: Net 30 Days

Trane is pleased to provide the enclosed proposal for your review and approval. This proposal is compliant with Trane's Ohio STS and GSA Federal Supply Schedule contract, GS-07F-0248K, (<http://www.gsaweblink.com/trane/>) and all its associated terms, conditions and negotiated pricing. In the event of a discrepancy between this proposal and the Ohio STS and FSS contract, the Ohio STS contract terms and conditions shall govern and take precedence. All applicable taxes will be added unless Trane is provided with the appropriate tax exemption certificates. This proposal is valid for 30 days and will expire after that date if an order is not placed.

Design Intent

- The intent of this project is to install a zoned rooftop (RTU) HVAC system to the existing South Lebanon Elementary Building (SLE). The system will be zoned utilizing different sized rooftop units. HVAC controls will be installed and will have remote capability. The electrical system will be upgraded for the entire building and the Community Center will be separated from the service to SLE.

Mechanical Renovation Scope of Work

- Provide and install reinforcement at all concrete floor and roof openings for ductwork as required by the structural engineer.
- Install (7) Trane provided rooftop curbs and units on the roof. Cut and patch roof as required to maintain existing warranty.
- Provide and install gas piping from existing meter to new rooftop units. Provide all required shut off valves, gas cocks, drip legs and regulators as required for fully functioning and code compliant installation. Gas piping to be black steel; material and sizing in compliance with local gas codes.
- Support and paint gas piping.
- Provide future valve in gas piping for domestic water heater.
- Route condensate drain line to nearest roof drain.
- Provide flexible connection from rooftop units to ductwork.
- Install all galvanized sheet metal and flexible ductwork in accordance with SMANCA "HVAC Duct Construction Standards". All supply and return air to be ducted.
- Insulate all supply ductwork with fiberglass insulation in compliance with all local building and energy codes.
- Install all supply diffusers and return grilles. Temporarily suspend diffusers and grilles until new ceiling and light fixtures are installed as required. Exposed duct is acceptable in the conditioned spaces. Corridor duct and vertical runs will be concealed.
- Cut all wall and floor penetrations as required for duct installation. Provide all required lintels, fire dampers and supports. Patch all wall and floor penetrations using fire stop if required.
- Provide and install required DUCT smoke detectors per applicable codes.
- Provide and Install Annunciators for Duct Detectors.
- Provide NEBB certified air balancing for the project.

Clarification Notes:

- Enclosures (Shafts) for vertical ductwork to be by others.
- Domestic water heater location to be determined.
- All Asbestos abatement is by others and not included in this scope.
- Fire Protection work is by others and not included in this scope.
- Ceiling work or wall repair is by others and not included in this scope.
- Existing boilers, pumps, piping and unit ventilators shall be abandon in place.

Electrical Renovation Scope of Work

Community Center Service Relocation/Replacement

- Demo existing service, panels and disconnect feed coming from existing SLE building.
- Install new single phase service in existing electric room.
- Install new panels and connect existing circuits to new panels.
- Find existing underground conduits going to existing SLE building, expose conduits and redirect to new utility pole for connection.
- This scope / pricing is based on being able to reuse existing underground conduit and wiring from interception point back to community building.

South Lebanon Elementary:

- Demo existing service and panels.
- Install new three phase service located in the electric room on the 1st floor.
- Install new panels in custodial closets on 1st and 2nd floor.
- Connect feeds from existing panels to new panels.
- Install new panel in electric room to serve existing utility equipment and new RTUs.
- Provide all power wiring and conduit from new panel to new RTUs.
- Install (4) electric unit heaters at stairway entrances, boiler room and janitor's closet. Provide all power wiring and conduit to new electric unit heaters.

Clarification Notes:

- Electrical feed upgrade from Duke will be paid by the owner as required (Approximately \$30,000, final cost will come from Duke and be the owner's responsibility).

Temperature Controls Scope of Work

Tracer SC Building Automation System

- Installation of a Trane Tracer SC Building Automation System.
- The SC panel will be able to reside on the customer provided LAN network with customer provided access to their network.
- Access to the site database will be via the Internet (Internet service provided by others). Static IP address will be provided by the owner.
- Provide graphic displays to present monitored data points and floor plan graphics.

DDC controls for (7) Rooftop Units

- Trane will run the communication wire to the factory provided BACnet controller on each RTU.
- Trane will mount and wire the space sensor for each RTU.
- Trane will setup monitoring of the RTU's on the Tracer SC system.



Scope Clarifications:

- Village of South Lebanon must sign the attached STEC-CC form for Trane's files for tax exemption.
- Hazardous Material identification, abatement and/or removal are excluded from this scope of work. We are not anticipating any issues but they do arise.
- Performance Bond or other types of Bonds are **NOT** included in this proposal.
 - A Performance Bond on the mechanical contractor and electrical contractor is included.
- Permits, engineering, stamped drawings and inspections are included in this proposal as required only.
- Prevailing wages are included.
- Safety as required by Trane's Subcontractor EHS safety rules but not limited to OSHA standards is required for all subcontractors on site.
- Daily and final clean-up as required is included.
- The existing gas service is adequate size for reconnection for new units. No meter upgrade is budgeted.
- Subcontractor and owner jobsite meetings as required is included during the construction period.
- The above pricing does **NOT** include sales tax.
- Any service not listed is **NOT** included.
- Trane bills monthly based on a percentage of job completion.
- This proposal is valid for 30 days from the proposal date.
- Our scope provides a 1 year parts and labor warranty on the provided equipment.
- Installation and removal will occur during normal working hours Monday through Friday.

Pricing

OAKS Category ID:

77121500 - Air pollution

HVAC Systems including parts, accessories and installation services

Open Market Items: BACnet Cards, Digital Display Zone Sensors, Smoke Detectors, Labor and Part Warranties, Hail Guards, 208V

Lump Sum Pricing for the Entire Project: \$ 584,026.00

We appreciate the opportunity and look forward to working with you on this important project. Please contact us if you have any questions or concerns.

Bob Walters
Account Manager
Cell: (513) 432-2251
robert.walters@trane.com

Bob Haun
Solutions Account Manager
Cell: (513) 518-2361
rthaun@trane.com

ACCEPTANCE

We hereby accept the foregoing proposal on the State of Ohio State Term Schedule terms and conditions.

COMPANY _____
PURCHASE ORDER _____
DATE _____

BY _____
Type or Print _____
TITLE _____

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2016-____

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 8/1/2016 THROUGH 7/31/2017

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Stations expired on 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 8/1/2016 to 7/31/2017.

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 , 2016.

Attest: _____
Sharon Louallen, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ____ Yeas ____ Nays		
First Reading – / /2016		Effective Date – / /2016
Second Reading – / /2016		
Third Reading – / /2016		
Vote - ____ Yeas ____ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____
Date: _____



Buckeye Power Sales Co., Inc.
4992 Rialto Road
West Chester, Ohio 45069
e-mail: www.buckeyepowersales.com

(513)755-2323
1-800-368-7422
755-4515 Fax

SALES**SERVICE****PARTS****RENTAL**

July 18, 2016

Village of South Lebanon
PO Box 40
South Lebanon, OH 45065

Dear Jerry Haddix,

Your generator maintenance agreement is due to expire soon, should you wish to renew your agreement please sign the enclosed copy and send it back to B.P.S. If you have any questions, please call me.

Your Emergency Power System is a very important piece of equipment. You must properly maintain, service, and test this system for positive results when it is called upon. Consideration of this proposal will be the first step in the right direction. Buckeye Power Sales has been servicing Ohio's emergency power needs since 1947. With BPS servicing your system, you can rely on factory trained personnel from one of Kohler's largest U.S. distributors. We offer 24 hours on call service and pride ourselves on responding to emergencies promptly.

Our current rates for service are as follows; *\$115.00/hr for labor, and *\$2.00/mile. We have set up discounted rates for any customer who has a service contract on the unit that we are called out to service. The discounted rates are as follows; *\$98.00/hr for labor, and *\$2.00/mile (These rates do not apply to call outs performed after hours or on holidays). Since we are the Kohler distributor in this area, Buckeye Power Sales provides the best source for genuine Kohler parts and for performing Kohler warranty work.

Enclosed is a copy of our service agreement. If you wish to take advantage of this service please sign the bottom of this page along with the enclosed copy, then send them to Buckeye Power Sales. The service agreement will be valid as soon as the payment is received. You will then be automatically invoiced for payment approximately 60 days before the annual renewal date on the agreement. This means that you the customer will be automatically under agreement annually unless either party gives notice of termination by mail or telephone at least 60 days before the auto renewal date.

If you do not wish to take part in this program but would like to sign for a one year agreement, simply sign the attached agreement with a note that you do not want to be automatically invoiced and send it back to Buckeye Power Sales Co. without this page. If you have any questions, please call me.

Signature

Date

Please Print Name Here

Thank You

Marissa Maloney
Contracts Coordinator



Planned Maintenance Agreement Quote

Page 1

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. PMA1009585
Accept Before
Renewal Date 08/01/16
Invoice Period Year
Annual Amount 2,155.00
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

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

EQ0205362	Kohler 50REOZJD	KH50REOZ	3032865	770.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			

Ship-to Address

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

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

Ship-to Address

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

EQ0203516	Kohler 20REOZJB	KH20REOZ	2154362	605.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			



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

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

Planned Maintenance Agreement Quote
Page 2

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. PMA1009585
Accept Before
Renewal Date 08/01/16
Invoice Period Year
Annual Amount 2,155.00
Contract No. PMA0WC3736
Contract Type Contract Renewal

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.

MM 8/10/16

Total 2,155.00

Customer Signature Line

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.

PO # _____
Sign _____
Print James D. Smith, Mayor
Date _____

Approved as to form:

Paul R. Revelson, 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 any consequential damages, test profits or any damages or losses.~~ MM 8/10/16
- 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 ~~Customer agrees to defend, indemnify and hold Servicing Agent, its directors, officers and employees (indemnitors) harmless from and against any and all claims, losses, costs, expenses, attorney's fees and liabilities ("Claims") arising out of or related to the goods, however, Customer shall not be required to indemnify to the extent that such damages are determined through final adjudication to be the negligence of Servicing Agent or its employees.~~ MM 8/10/16
- 3.05 ~~If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The attorney's fees may be set by the court in the same action or in a separate action brought for that purpose.~~ MM 8/10/16
- 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
 - Check battery electrolyte levels and specific gravity
 - Test antifreeze and adjust
 - Clean battery terminals as necessary
 - Check coolant level
 - Check generator output voltage and adjust as necessary
 - Inspect belts and hoses as required
 - Emergency system operation without load transfer
 - Check engine heater operation
 - Frequency check/governor adjustment, as required
 - Check generator set for fuel, oil, coolant leaks
 - Check transfer switch and accessory operation (subject to owners approval and availability during service visit)
 - Check air intakes and outlets
 - Check engine alternator charge rates
 - Check transfer tank operation
 - Check engine and generator gauge and indicator operation
 - Drain exhaust line
 - Check generator set controller operation including shutdown functions
 - Inspect silencer
 - Perform engine checks per manufacturer's recommendations
 - Check battery charger operation and charge rate

PMA Quote No: PMA1009585

Customer Name: Village of South Lebanon

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS (continued)

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 for gas or gasoline engines (per the manufacturer's service intervals) Additional pricing will apply if performed, by request of customer, outside of the manufacturer's recommended service intervals.

*Air filter and Battery replacement will be quoted at recommended intervals and invoiced at an additional charge. This charge is over and above the price of the Planned Maintenance Agreement unless otherwise specified and/or included in the Planned Maintenance Agreement.

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.



Village of South Lebanon
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MEMORANDUM

To: Sharon Louallen, Fiscal Officer

CC: Mayor & Village Council
Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: August 29, 2016

Subject: Pennington Closeout

Per Resolution# 2016-24, the Village Council released the liens for the Shepherd's Crossing subdivision from Case# 15CJ040294 due to all of the necessary improvements being completed. At this point, the remaining balance of **\$13,136.58** needs to be refunded to the **Wash and Mary Pennington Trust**.

The following is a breakdown of the costs:

Total amount received	\$112,047.47
- JK Meurer (Contractor)	(\$90,167.10)
- Sardinia Concrete	(\$1,184.00)
- Court costs	(\$344.56)
- Engineering	(\$5,820.23)
- Legal fees	(\$1,395.00)
REMAINING BALANCE	\$13,136.58

Let me know if you have any questions or need additional information.

AGENDA
WORKSHOP MEETING OF VILLAGE COUNCIL
SEPTEMBER 1, 2016
7:00 P.M.

1. Mayor Smith calls the meeting to order.
2. Roll Call:

Randall Atkins	Bill Madison
James Boerio	Steve Riley
Sue Johnson	George Teasdale
3. Guests:
4. Floor open to the public:
5. New Business:
6. Old Business:
7. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
8. Adjournment