

AGENDA
REGULAR MEETING OF VILLAGE COUNCIL
SEPTEMBER 15, 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:

Emergency Resolution 2016-31 accepting the 2017 amounts and rates as determined by the Warren County Budget Commission.

First Reading Resolution 2016-33 requiring financial statements to council monthly per the auditor's management letter.

Emergency Ordinance 2016-12 authorizing an infrastructure agreement with Lebanon Mason, LLC relating to the TIF

Request to use CVT Funds

Authorization of Invoices

Discussion concerning Warren County's request a change in the Warren County Park Board's ratio of Local Government Funds.

6. Old Business:

Third Reading – Resolution 2016-27
Buckeye Power Sales agreement

7. Executive Session

- 8.. Communications and reports from Village Officials and Committees
 - a. Mayor
 - b. Fiscal Officer
 - c. Solicitor
 - d. Administrator
 - e. Sgt.
 - f. Council Members
9. Adjournment

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(VILLAGE COUNCIL)

Rev. Code, Secs. 5705.34, 5705.35

2016-31

The Council of the Village of South Lebanon, Warren
County, Ohio, met in Regular session on the 15th day of September,
(Regular or Special)
2016 at the office of Council Chambers with the following members
present:

Mr. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2017; and

WHEREAS, The Budget Commission of Warren County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore be it

RESOLVED, By the Council of the Village of South Lebanon, Warren County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said Village the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED TAX RATES

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
General Fund:		
Current expense levy authorized by voters on 20____,		
for not to exceed _____ years.		
Current expense levy authorized by voters on 20____,		
for not to exceed _____ years.		
Total General Fund outside 10 m. Limitation.		
Park Fund: Levy authorized by voters on 20____,		
for not to exceed _____ years.		
Recreation Fund: Levy authorized by voters on 20____,		
for not to exceed _____ years.		
Fund: Levy authorized by voters on 20____,		
for not to exceed _____ years.		

CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, _____ County, ss.

I, _____, Clerk of the Council of the Village of _____, within and for said County, and in whose custody the Files and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20_____.

Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor before the first day of October in each year, or at such later date as may be approved by the Board of Tax Appeals.

No. _____

COUNCIL OF THE VILLAGE OF

County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COM-
MISSION AND AUTHORIZING THE NECES-
SARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY AUDITOR.

(Village Council)

Adopted _____, 20_____

Clerk of Council

Filed _____, 20_____

County Auditor

By _____ Deputy

The Budget Commission of WARREN COUNTY, Ohio, hereby makes the following Official Certificate of Estimated Resources for the VILLAGE OF SOUTH LEBANON, for the fiscal year beginning January 1st, 2017.

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and without the 10 mill limitation is set forth on the proper columns of the preceding pages, and the total amount approved for each fund must govern the amount of appropriation from such fund.

Date _____

Budget
Commission

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

**A RESOLUTION REQUIRING THE FISCAL OFFICER TO PROVIDE FINANCIAL
STATEMENTS TO COUNCIL ON A MONTHLY BASIS PURSUANT TO THE
OHIO AUDITOR OF STATE'S 2015 MANAGEMENT LETTER**

WHEREAS, the Ohio Auditor of State ("Auditor") performed its 2015 audit of the Village of South Lebanon; and

WHEREAS, the Auditor provided recommendations to Village staff which are attached hereto as Exhibit A; and

WHEREAS, upon discussion with Auditor staff, Council has determined that certain financial statements should be provided to Council by the Fiscal Officer or other Village administration to comply with Recommendation #3 of the attached Exhibit A;

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 Fiscal Officer shall provide to Council on a monthly basis the following reports:

1. Cash Summary by Detail
2. Receipt Detail
3. Payment Listing
4. Reconciliation

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 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: / /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



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

CC: Sharon Louallen, Fiscal Officer
Paul Revelson, Village Solicitor

From: Jerry Haddix, Village Administrator

Date: September 14, 2016

Subject: Lebanon Mason LLC TIF Infrastructure Agreement

Attached is an ordinance to approve a TIF infrastructure agreement with Lebanon Mason LLC for the development of the old Siemens property. Arik Sherk, the attorney who represents the Village re: TIF matters, is working on the final details of the agreement with the Developer's attorney.

All of the business points discussed at the August 16th Council Meeting are still included in the proposed Agreement.

If you have any questions or need additional information, please contact me.

ORDINANCE NO. 2016-____

**AN ORDINANCE AUTHORIZING THE EXECUTION OF
AN INFRASTRUCTURE AGREEMENT WITH LEBANON
MASON, LLC, RELATING TO TAX INCREMENT
FINANCING, AND DECLARING AN EMERGENCY.**

WHEREAS, Section 5709.40, et seq., of the Ohio Revised Code (the “TIF Statutes”) authorizes municipal corporations to participate in a public improvement financing method known as tax increment financing; and

WHEREAS, in accordance with the TIF Statutes, the Council of the Village of South Lebanon (the “Village”) previously adopted Ordinance No. 2005-16 on December 1, 2005, pursuant to which the Village created Tax Incentive District Number 1 (the “TIF District”); and

WHEREAS, Lebanon Mason, LLC, an Ohio limited liability company (“Developer”), owns the parcels of real property within the TIF District on which it plans to develop single family homes as well as commercial multi-family facilities and related improvements (the “Project”); and

WHEREAS, the Village and MMMilgrove Road, LLC, an Ohio limited liability company and predecessor in interest in the Project to Developer (the “Predecessor”), previously entered into an Infrastructure Agreement dated as of June 1, 2007 (as amended by the First Amendment thereto dated as of November 1, 2007, the “Original Infrastructure Agreement”), regarding using tax increment revenue from the TIF District to provide for the financing of the public infrastructure improvements required for the development of the Project (the “Public Improvements”); and

WHEREAS, in order to accommodate changes in the Project from the date of the Original Infrastructure Agreement, the Village and Developer have determined to amend and restate the Original Infrastructure Agreement, in its entirety; and

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF SOUTH LEBANON, STATE OF OHIO, at least two-thirds of all members elected thereto concurring:

SECTION 1. The Infrastructure Agreement in the form on file with the Village Council is hereby approved, subject to such minor changes, insertions or omissions as may be approved without further action of the Council by the Village Solicitor approval as to form and execution by the Mayor and Village Fiscal Officer, such approval to be conclusively evidenced by his execution of said documents, in order to effectuate the purposes of this Ordinance; and the Mayor and Village Fiscal Officer are hereby authorized to execute and acknowledge the same for and on behalf of the Village. Said document is hereby ordered to be filed in the office of the Village Fiscal Officer, labeled Exhibit A, and said document is ordered to be recorded with this Ordinance in the official records of the Village.

SECTION 2. That this Council hereby finds and determines that all formal actions of Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees that resulted in such formal actions, were taken in meetings open to the public, in compliance with all legal requirements including, without implied limitation, Section 121.22 of the Ohio Revised Code.

SECTION 3. That the Village Fiscal Officer is hereby directed to file a certified copy of this Ordinance with the County Auditor of the County of Warren, Ohio.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure and shall take effect immediately upon its adoption for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village and for the further reason that

the Village must proceed with the construction of certain of the Public Improvements at the earliest possible date in order to provide Public Improvements necessary to permit the continued development of the Project Parcels, thereby improving traffic flow, and potential eliminating traffic, stormwater and other hazards to the residents of the Village.

SECTION 5. That the Village Fiscal Officer is hereby directed to cause a summary of this Ordinance to be published.

SECTION 6. That this Ordinance shall take effect and be in full force when passed and approved according to law.

Adopted this 15th 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 – n/a	
Third Reading – n/a	
Vote - ____ Yeas ____ Nays	

Approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: _____

Date: September 15, 2016

CERTIFICATE

The undersigned Village Fiscal Officer of the Village of South Lebanon, Ohio, hereby certifies that the foregoing is a true copy of Ordinance No. 2016-____, duly adopted by the Council of the Village on September 15, 2016.

IN TESTIMONY WHEREOF, witness my hand and official seal this 16th day of September, 2016.

Sharon Louallen
Village Fiscal Officer

TO: Working Group **DATE:** July 26, 2016 (Updated 8/16/16)

FROM: Richard D. Spoor, Esq.

SUBJECT: Rivers Crossing South TIF

The purpose of this memorandum is to set forth: (1) proposed business points, (2) required documents and proceedings and (3) suggested division of labor all with a view to closing on or before September 1, 2016.

I. BUSINESS POINTS

1. Developer will contribute \$250,000 to Village for off-site road improvements which Village will be obligated to complete by no later than 2019 or earlier if needed for development traffic to flow properly.
2. Developer will donate vacate commercial land of approximately 5 acres located on Turtle Creek Road. Conveyance can be post-closing and donation to be structured as tax-deductible to Developer.
3. Developer will pay the 10% premium due to Kings Local School District payable with each advance of the “draw down” bonds to be issued by the Village.
4. Village will agree to purchase approximately 8 acres of land necessary for the public roads from Developer at \$75,000/acre for a total of \$600,000 payable for bond proceeds.
5. Developer will assist Village with respect to the latter's OPWC loan for off-site improvements as follows: (a) \$15,000/year for no more than 5 years payable by the Developer entity owning the property unsecured by real estate or any personal guarantys; (b) Developer payments to be offset by Village's share of any excess TIF revenues and (c) Developer to be reimbursed from Village's share of any excess TIF revenues.
6. Village issues 20-year draw down BANs or bonds to be purchased by the Developer which can be either refunded or sold by Developer in the future.

II. REQUIRED DOCUMENTS AND PROCEEDINGS

1. Revise existing Infrastructure Agreement to incorporate above deal points and to provide for infrastructure costs on attached sheet.
2. Draft all basic and closing documents relating to bond issuance and adopt necessary legislation on an emergency basis under suspension of rules. Bond legislation may include authorization of documents listed in 1 above and also 3 below.
3. Draft all instruments of conveyance for real estate which can also be authorized by the bond legislation as all documents relate to same overall transaction.

III. DIVISION OF LABOR

1. Arik Sherk will draft bond documents and legislation.
2. Dick Spoor will draft instruments of conveyance and revised Infrastructure and Service Agreements.
3. Dan Blank will handle bond structuring and sizing.
4. Peter Goffstein will handle all matters concerning the Developer.

RXS:mrs



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
CC: Sharon Louallen, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: September 14, 2016
Subject: Ilene Avenue Update

I have a couple of items to update on the Ilene Avenue Project:

1. Due to a delay from the manhole supplier, Barrett Paving has pushed back the start date for the sanitary sewer portion until 10/3. They are still planning to be completed by 10/14;
2. I am working with Tony to push up the curb replacement on Ilene to complete it prior to Barrett starting; and
3. As part of the sewer project bid, we included 300 feet of paving as a bid alternate. For that small portion, the lowest cost was \$19,212 or \$64/foot. Subsequently, I have solicited quotes for 660 feet up to Woodknoll subdivision. The lowest price so far is \$25,899 or \$39.25/foot. **I am requesting a motion to request CVT funds from the County and approve awarding the project up to \$25,899.**

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



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
CC: Sharon Louallen, Fiscal Officer
From: Jerry Haddix, Village Administrator
Date: September 14, 2016
Subject: Zoar Road Repairs

I have been soliciting quotes to repair & repave the section of Zoar Road between Fredericks Stand subdivision and Grant's Frederick subdivision. This section is in desperate need of repair. Our road crew has previously patched this area but it is to the point that patching won't hold up.

This section is 378 feet long and I am estimating the total cost to be under \$20,000. I should additional information on pricing by the Council meeting.

Let me know if you would like additional information.

Zoar Road Paving Project

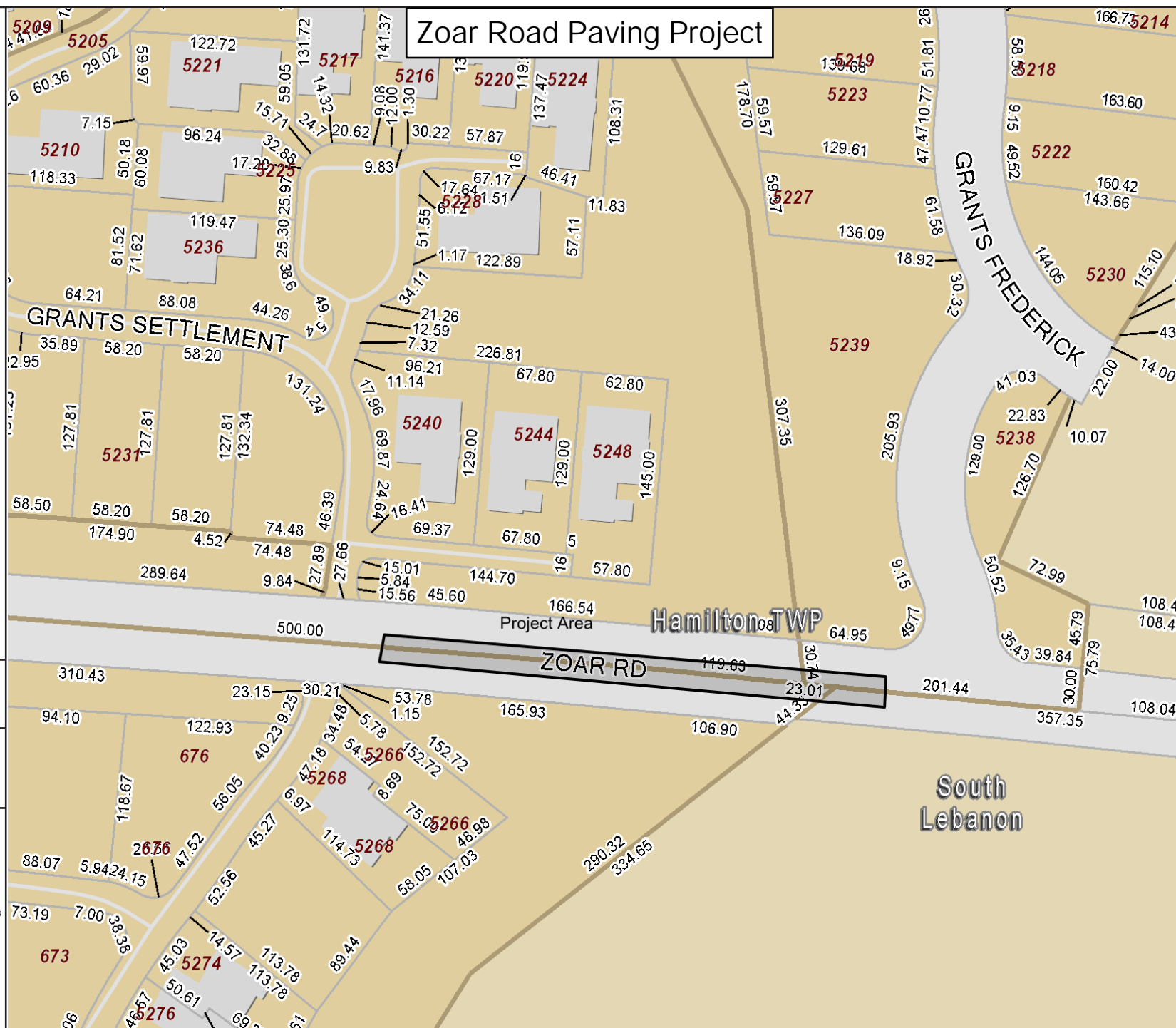
-
- 0 50 100
- 1" = 100 ft



This is a product of the Warren County GIS Department. The data depicted here has been developed with extensive cooperation from other county departments as other federal state and local government agencies. Warren County expressly disclaims responsibility for damages or liability that may arise from the use of this map. Any resale of this information is prohibited, except in accordance with a licensing agreement.

Copyright 2009 Warren County GIS

Generated: 9/14/2016 11:58:46 AM



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.