

**VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2021-19**

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 STATION GENERATORS FOR THE PERIOD OF 6/3/2021 THROUGH 6/2/2023, AND DECLARING AN EMERGENCY

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Station generators expired on July 31, 2018, 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.

WHEREAS, immediate action is required to ensure the proper operation of the backup generators at the Village's lift stations 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 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 6/3/2021 to 6/2/2023.

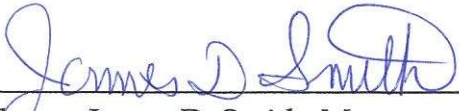
Section 3. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

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 3rd day of June, 2021.


Attest: 
Petrina D. Williams, Fiscal Officer/Clerk


James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - <u>6</u> Yeas ___ Nays		
First Reading –	/ /2021	Effective Date –
Second Reading –	/ /2021	/ /2021
Third Reading –	/ /2021	
Vote - ___ Yeas ___ Nays		

Prepared by and approved as to form:

ANDREW MEIER
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 6/3/2021



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 ex 4
E-Mail jhaddix@southlebanonohio.org
Salesperson Ben Coulter
Description Prepaid Planned Maintenance Agreement- 3

Quote No. PMA1022043
Accept Before
Renewal Date 07/01/21
Invoice Period Year
Annual Amount 2,350.00
Contract No. PMA0WC3736
Contract Type

~ 3 Year Prepaid Planned Maintenance Agreement ~
Agreement Locks Rates for 3 Years
Agreement Includes Annual Major and Minor Services for 3 Units
Agreement Includes Annual Fuel Analysis for 2 Diesel Units
Fuel Analysis EQ0205362 (50REOZJD) & EQ0203516 (20REOZJB)
July-Major Service for 3 Units and Fuel Analysis for 2 Diesel Units
January-Minor Service for 3 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

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

EQ0205362	Kohler 50REOZJD	KH50REOZJD	3032865	780.00
	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	KH200REZXB	SGM322FN2	835.00
	MAJOR Major			
	MINOR Minor			

Ship-to Address

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

EQ0203516	Kohler 20REOZJB	KH20REOZJB	2154362	735.00
	MAJOR Major -Fuel Sample			
	MINOR Minor			

Total	2,350.00
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Customer Signature Line

PO #

Sign

Print

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.

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, lost profits or any damages or losses.
- 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 ("Indemnitees") 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
- 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.
- 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

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.**

BPS Buckeye Power Sales

Reliable Power Professionals Since 1947

Columbus, Ohio 8155 Howe Industrial Pkwy. Canal Winchester, OH 43110 614-751-4515 866-889-2628	Cincinnati, Ohio 4992 Rialto Rd. West Chester, OH 45069 513-755-2323 800-368-7422	Cleveland, Ohio 8465 Tower Dr. Twinsburg, OH 44087 330-425-9165 800-966-2825	Dayton, Ohio 5238 Cobblegate Dr. Moraine, OH 45439 937-630-4005 855-638-2720	Toledo, Ohio 12400 Williams Rd Perrysburg, OH 43551 567-331-0385 855-638-2728	Indianapolis, Indiana 1707 S. Franklin Rd. Indianapolis, IN 46239 317-271-9661 800-632-0339	Ft. Wayne, Indiana 7525 Maplecrest Rd. #221 Ft. Wayne, IN 46835 260-739-1773 855-638-2721
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Services Performed at Scheduled Maintenance Visits

Minor Maintenance

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	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 & generator gauge & indicator operation	
Check generator set controller operation including shutdown functions	
Emergency system operation with load transfer (subject to owners approval)	

Major Maintenance

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	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 & generator gauge & indicator operation	
Lube oil and filter(s) change	
Fuel filter(s) change	
Perform engine checks per manufacturer's recommendations	
Check generator set controller operation including shutdown functions	
Engine tune-up (to include checking points, condenser, rotor, cap, and spark plugs) - gas engines (replaced as required)	
Emergency system operation with load transfer (subject to owners approval)	

KOHLER POWER SYSTEMS

