

CITY OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2022-24

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE CITY'S LIFT STATION GENERATORS FOR THE PERIOD OF 6/15/2022 THROUGH 6/15/2024, AND DECLARING AN EMERGENCY

WHEREAS, the City has agreed to a new Planned Maintenance Agreement for servicing its Lift Station generators due to the addition of two additional generators to the current plan,

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

WHEREAS, with the addition of this new plan, the City shall rescind Resolution 2021-19 because it is no longer needed,

WHEREAS, immediate action is required to ensure the proper operation of the backup generators at the City's lift stations and such action is necessary in order to preserve the public peace, health, safety or welfare of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City 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 6/15/2022 to 6/15/2024.

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.

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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.

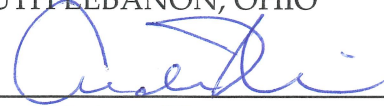
Adopted this 16th day of June, 2022.

Attest:  
Petrina D. Williams, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended: <u>-6/16/2022</u> (if applicable)	Effective Date <u>-6/16/2022</u>
Vote - <u>6</u> Yeas <u> </u> Nays	
First Reading - / /2022	Effective Date - / /2022
Second Reading - / /2022	
Third Reading - / /2022	
Vote - <u> </u> Yeas <u> </u> Nays	

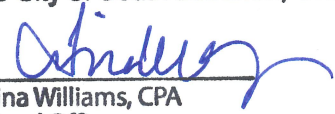
Prepared by and approved as to form:

ANDREW MEIER
CITY SOLICITOR
SOUTH LEBANON, OHIO

By: 
Date: 6/16/2022

CERTIFICATE OF POSTING

I, Tina Williams, CPA, Fiscal Officer of the City of South Lebanon, Ohio do hereby certify I posted a true and accurate copy of this ordinance or resolution, summary of ordinance or resolution, or statement, order, proclamation, notice or report, at five public places within the City as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of the City of South Lebanon, Ohio

6/24/22 
Date Tina Williams, CPA
Fiscal Officer
City of South Lebanon, Ohio



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

Quote No. PMA1042611
Accept Before 06/15/22
Renewal Date 07/01/22
Invoice Period Year
Annual Amount 3,765.00
Contract No. PMA0WC3736
Contract Type Contract Renewal

~ 3 Year Prepaid Planned Maintenance Agreement ~
 Agreement Locks Rates for 3 Years (Invoiced Annually)
 Agreement Includes Annual Major and Minor Services for 4 Units
 Agreement Includes Annual Major for EQ1062531
 Agreement Includes Annual Fuel Analysis for 4 Diesel Units
 Fuel Analysis EQ0205362 (50REOZJD) & EQ0203516 (20REOZJB)
 EQ1061235 (Towable) EQ1062531 (Towable)
 Agreement Includes Annual Oil Analysis for 5 units
 ~ Service Cycle ~
 October-Major Service for 5 Units and Fuel Analysis for 4 Diesel Units
 April-Minor Service for 4 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

main st pump station
 347 South Main St
 South Lebanon, OH 45065

USA	EQ1061235 MMD 36kw Towable	MDSGD45S	1336A60424	785.00
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Ship-to Address
 Village of South Lebanon - Towable
 513 S. Main St
 South Lebanon, OH 45065

USA	EQ1062531 MMD 36kw Towable	MDSGD45S	1336A60423	785.00
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Ship-to Address
 Village of South Lebanon Grants Pass L.s.
 5095 Zoar Rd.
 South Lebanon, OH 45065

	EQ0205362 Kohler 50REOZJD	KH50REOZJD	3032865	800.00
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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	860.00
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Planned Maintenance Agreement Quote

Page 2

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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. PMA1042611
Accept Before 06/15/22
Renewal Date 07/01/22
Invoice Period Year
Annual Amount 3,765.00
Contract No. PMA0WC3736
Contract Type Contract Renewal

Ship-to Address
Village of South Lebanon Rivers Crossing
3649 N Lebanon Road
LEBANON, OH 45036

EQ0203516 Kohler 20REOZJB	KH20REOZJB	2154362	760.00
Total			3,990.00

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 and services relating to this agreement.
- 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.**

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

Services Performed at Scheduled Maintenance Visits

Minor Maintenance

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> Inspect Air Cleaner Check Coolant Level Check Engine Heater Operation Check air intakes and outlets Drain exhaust line Check battery charger operation and charge rate Clean battery terminals as necessary Emergency system operation without load transfer Check transfer switch and accessory operation Check engine & generator gauge & indicator operation Check generator set controller operation including shutdown functions Emergency system operation with load transfer (subject to owners approval) | <ul style="list-style-type: none"> Test Antifreeze and Adjust Inspect Belts and Hoses as Required Check generator set for fuel, oil, coolant leaks Check transfer tank operation Inspect silencer Check battery electrolyte levels and specific gravity Check generator output voltage and adjust as necessary Frequency check/governor adjustment, as required Check engine alternator charge rates |
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Major Maintenance

- | | |
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| <ul style="list-style-type: none"> Inspect Air Cleaner Check Coolant Level Check Engine Heater Operation Check air intakes and outlets Drain exhaust line Check battery charger operation and charge rate Clean battery terminals as necessary Emergency system operation without load transfer Check transfer switch and accessory operation 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) | <ul style="list-style-type: none"> Test Antifreeze and Adjust Inspect Belts and Hoses as Required Check generator set for fuel, oil, coolant leaks Check transfer tank operation Inspect silencer Check battery electrolyte levels and specific gravity Check generator output voltage and adjust as necessary Frequency check/governor adjustment, as required Check engine alternator charge rates |
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KOHLER POWER SYSTEMS



Columbus, Ohio	Cincinnati, Ohio	Cleveland, Ohio	Dayton, Ohio	Toledo, Ohio	Indianapolis, Indiana	Ft. Wayne, Indiana
One Industrial Canaan, Inc. West Chester, OH	Riviera Rd West Chester, OH	Tower Dr Tinsboro, OH	Cobblestone Dr Moraine, OH	Indiana Rd Toledo, OH	Franklin Rd Indianapolis, IN	Maecrest Rd Ft. Wayne, IN

Contact Sheet

Branch/Location: West Chester
 Afterhours Emergency Phone #: 800-564-8519

Service Coordinator Contact Name: Heather Young
 Service Coordinator Contact Phone #: 513-785-5556
 Service Coordinator Email: hyoung@buckeyepowersales.com

Service Manager Contact Name: Tim Hutcheson
 Service Manager Ofc #: 513-785-5550
 Service Manager Cell #: 513-383-1441
 Service Manager Email: thutcheson@buckeyepowersales.com

Rental Contact Name: Ryan Giesting
 Rental Ofc #: 513-755-2323
 Rental Cell #: 513-274-7252
 Rental Contact Email: rgiesting@buckeyepowersales.com

Billing Contact Name: Ashley Detherage
 Billing Contact Phone #: 513-261-2806
 Billing Contact Email: adetherage@bpsco.com