VILLAGE OF SOUTH LEBANON, OHIO RESOLUTION NO. 2015-2/

A RESOLUTION APPROVING AND AUTHORIZING MAYOR AND FISCAL OFFICER TO EXECUTE A PLANNED MAINTENANCE AGREEMENT WITH BUCKEYE POWER SALES, INC. FOR SERVICING THE VILLAGE'S LIFT STATIONS FOR THE PERIOD OF 8/1/2015 THROUGH 7/31/2016

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Stations will expire in July 31, 2015, and continued maintenance is necessary.

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

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

<u>Section 1</u>. 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.

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

<u>Section 3.</u> That the Council is acting in its administrative capacity in adopting this Resolution.

<u>Section 4</u>. That the recitals contained within the Whereas Clauses set forth above are incorporated by reference herein.

<u>Section 5.</u> 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.

Attest: Sharon Louallen, Fiscal Officer/Clerk	Lionel Harold Lawhorn, Mayor
Rules Suspended: (if applicable)	Effective Date –
Vote Yeas Nays	
First Reading – 7/2/2015 Second Reading – 7/6/2015 Third Reading –8/6/2015	Effective Date – / /2015
Vote - <u>6</u> Yeas Nays	
Prepared by and approved as to form: BRUCE A. McGARY VILLAGE SOLICITOR SOUTH LEBANON, OHIO By: Date: 0/6/15	CERTIFICATE OF POSTING I, Sharon Louallen, Fiscal Officer of the Village 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 Village as authorized by Section 731.25 of the Ohio Revised Code and Ordinance 98-08 of Village of South Lebanon, Ohio Sharon Louallen Fiscal Officer Village of South Lebanon, Ohio



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

As requested Fuel Samples have been added to the 20REOZJB and

Planned Maintenance Agreement Quote Page 1

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.

PMA1004064

Accept Before Renewal Date

08/01/15

Invoice Period

Year

Annual Amount

2,155.00 PMA0WC3736

Contract No. Contract Type

3032865

Contract Renewal

c rype — Odnade None

We propose to furnish the materials and labor in accordance with the Buckeye Power Sales Co., Inc. Planned Maintenance Agreement Terms & Conditions

KH50REOZ

Ship-to Address

the 50REOZJD units.

Grants Pass L.s.

5095 Zoar Rd.

South Lebanon, OH 45065

EQ0205362 Kohler 50REOZJD

MAJOR Ma

Major Service with Fuel Sample

MINOR

Minor Service with PMA

Ship-to Address

Mckinley Pump

107 W. Mckinley St.

South Lebanon, OH 45065

EQ1007869 200REZXB, 200 kW, 60 Hz

KH200REZ SGM322FN2

780.00

770.00

MAJOR

Major Service with PMA

MINOR M

Minor Service with PMA

Ship-to Address

Rivers Crossing

Village of S. Lebanon

3649 N Lebanon Road

LEBANON, OH 45036

EQ0203516 Kohler 20REOZJB

KH20REOZ

2154362

605.00

MAJOR

Major Service with Fuel Sample

MINOR

Minor Service with PMA



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Planned Maintenance Agreement Quote Page 2

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513,755,2323

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PMA1004064

Accept Before Renewal Date

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Year

Bruce A. McGary, Village Solicitor

Annual Amount Contract No.

2,155.00 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.

Customer Signature Line

PO #

Sign

Final 2,155.00

Po #

Sign

Final Lionel H. Lawhorn, Mayor

Print Lionel H. Lawhorn, Mayor

Position will be confine payment once the signal agreement has been retained to bit a payment once the signal agreement has been retained to bit a.

Approved as to form?

BUCKEYE POWER SALES CO., INC.

PLANNED MAINTENANCE AGREEMENT TERMS & CONDITIONS

ARTICLE ONE:	TERM	or	CONTRACT
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- This Agreement shall commence on the date first written and shall continue for a period of one year (unless otherwise specified). 1.01
- 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.
- Replacement parts will be bifled at prices prevailing at time of use. 1.04
- 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. 1,05

ARTICLE TWO: REMEDIES FOR BREACH

- 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 2.01 causes properly 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 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 2.03 consequential damages,

ARTICLE THREE: TERMINATION OF AGREEMENT

- Either party may terminate this Agreement by giving sixty (60) days written notice to the other party 3.01
- This Agreement shall terminate automatically on the occurrence of any of the following events: 3.02
 - 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
- 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 3.03 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
- 3.05
- 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

- 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 10,0 Customer. In performing its Planned Maintenance Program, Servicing Agent shall make scheduled visits consisting of the services outlined in the proposal as defined in this article
- 4.02 Periodic Service - Services provided in each Servicing Agent's maintenance trip will include the following:
 - Inspect air cleaner
 - . Test antifreeze and adjust
 - Check coolant level
 - Inspect belts and hoses as required
 - Check engine heater operation
 - Check generator set for fuel, oil, coolant leaks
 - Check air intakes and outlets
 - Check transfer tank operation
- Inspect silencer
- Drain exhaust line - Check battery charger operation and charge rate
- Check engine alternator charge rates - Check engine and generator gauge and indicator operation

- Clean battery terminals as necessary

- Check battery electrolyte levels and specific gravity

- Emergency system operation without load transfer

- Frequency check/governor adjustment, as required

- Check transfer switch and accessory operation

- Check generator output voltage and adjust as necessary

- Check generator set controller operation including shutdown functions
- Perform engine checks per manufacturer's recommendations
- 4.03 Annual Maintenance - Services provided in Servicing Agent's annual maintenance trip will include items listed in Section 4.02 and the following:
 - Lube, oil and filter(s) change
 - Fuel filter(s) change
 - Engine tune-up with parts (to include points, condenser, rotor, cap and spark plugs) for gas or gasoline engines (as required)
- 4.04 This Planned Maintenance Agreement is not a guarantee of equipment availability.
- 4.05 Load Bank Service (only if specified as "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.
- Servicing Agent agrees to perform Planned Maintenance to Customer's equipment in accordance with the Methods and Time Table set forth. No services or 4.06 materials are under this Agreement unless specifically referred to herein.
- THIS AGREEMENT DOES NOT RELIEVE THE CUSTOMER OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE 4 07 MANUFACTURER'S SERVICE MANUAL.