

VILLAGE OF SOUTH LEBANON, OHIO
RESOLUTION NO. 2017-43

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 8/1/2017 THROUGH 7/31/2018

WHEREAS, the Village's Planned Maintenance Agreement for servicing its Lift Station generators expired on July 31, 2017, 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 8/1/2017 to 7/31/2018.

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 17th day of Aug, 2017.

Attest: Nicole Armstrong

James D. Smith

Nicole Armstrong, Fiscal Officer/Clerk James D. Smith, Mayor

Rules Suspended:	(if applicable)	Effective Date –
Vote - ___ Yeas		
___ Nays		
First Reading – 7/20/2017		Effective Date – / /2017
Second Reading – 8/4/2017		
Third Reading – 8/17/2017		
Vote - 5 Yeas		
___ Nays		

Prepared by and approved as to form:

PAUL R. REVELSON
VILLAGE SOLICITOR
SOUTH LEBANON, OHIO

By: [Signature]

Date: 8/17/17



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
E-Mail jhaddix@southlebanonohio.org
Salesperson Marissa Maloney
Description Planned Maintenance Agreement

Quote No. PMA1015139
Accept Before
Renewal Date 08/01/17
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			



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 Village of South Lebanon
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 South Lebanon, OH 45065
 USA

Contact Jerry Haddix
 Phone No. 513-494-2296
 E-Mail jhaddix@southlebanonohio.org
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Planned Maintenance Agreement Quote
 Page 2

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 4992 Rialto Road
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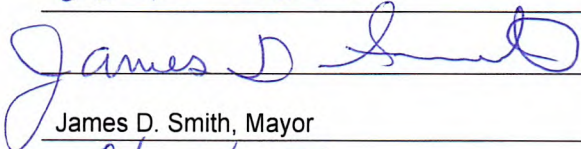
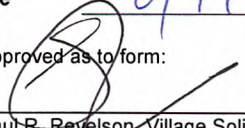
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Addition to Section 3.06 - The venue for any and all claims, disputes, interpretations, and litigation of any kind arising out of this Agreement shall be exclusively in the Warren County, Ohio Court of Common Pleas (unless both parties mutually agree in writing to alternative dispute resolution), and each party hereby waives the right to initiate in or or remove any such matters to any state or Federal court.

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 # 834-2017
Sign 
Print James D. Smith, Mayor
Date 8/17/17
 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, lost profits or any damages of any kind.~~
- 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, however, Customer shall not be responsible for consequential damages, lost profits or any damages of any kind.~~
- 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 and costs in addition to any other relief to which that party may be entitled. The remedy of this contract shall not be exhausted by the filing of a motion for summary judgment or a motion for judgment on the pleadings.~~
- 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: PMA1015139

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.**