



# ROSS TOWNSHIP RESOLUTION

## RESOLUTION NUMBER 2014-028

RESOLUTION ENTERING INTO AN AGREEMENT WITH BUCKEYE POWER SALES CO., INC. TO PROVIDE PREVENTIVE MAINTENANCE SERVICES TO THE EMERGENCY GENERATOR AT 3133 HAMILTON CLEVES ROAD AND AUTHORIZING THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS, Ross Township desires to enter into an agreement to have provided preventive maintenance services to its' emergency generator at 3133 Hamilton Cleves Road; and

WHEREAS, Buckeye Power Sales Co., Inc. has a desire to provide said services to Ross Township.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

### SECTION 1-A:

That the Board hereby enters into a \$530.00 annual agreement with Buckeye Power Sales Co., Inc. to provide preventive maintenance services to the emergency generator at 3133 Hamilton Cleves Road, substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

### SECTION 1-B:

That the Township Administrator, Robert W. Bass, be and hereby is authorized to execute the agreement as authorized herein.

### SECTION 2:

This resolution shall take effect on May 15, 2014 following the filing of this resolution with the Ross Township Fiscal Officer.

### SECTION 3:

It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

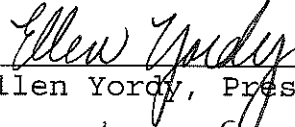
### INTRODUCTION AND VOTE RECORD:

Trustee Yoedy introduced the foregoing Resolution and moved its adoption, Trustee Wuazelbacher seconded the Motion. The roll


being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 1<sup>st</sup> day of May, 2014.

  
\_\_\_\_\_  
Ellen Yordy, President

  
\_\_\_\_\_  
Thomas Willsey, Vice President

  
\_\_\_\_\_  
Raymond Wurzelbacher, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 1<sup>st</sup> day of May, 2014.

  
\_\_\_\_\_  
Judy Huffman  
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

**Proposal for Preventative Maintenance**

**BUCKEYE POWER SALES CO. INC.**  
4992 RIALTO RD.  
WEST CHESTER, OH 45069

(513) 755-2323  
(800) 368-7422  
Fax: (513) 755-4515

Date: April 30, 2014

Proposal Number: WC2461

Customer Name: ROSS TOWNSHIP P.O. BOX 31 ROSS State: OH Zip: 45061 Contact: BOB BASS Phone: 513-863-2337 Ext: 111	Job Site Address: ROSS TOWNSHIP POLICE 3133 HAMILTON-CLEVES RD. HAMILTON State: OH Zip: 45013 Contact: BOB BASS Phone: 513-863-2337 Ext: 111
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**GENERATORS:**

Manufacturer	Model	Spec	Serial / Accessories
KOHLER	30RES	GM39949	2139931

**TRANSFER SWITCHES:**

KOHLER	RDT-CFNC-0200A	K2145989	
KOHLER	RDT-CFNC-0200A	K2116420	

**MISC EQUIPMENT:**

We propose to furnish materials and labor as shown below in accordance with the Buckeye Power Sales Co., Inc., Preventative Maintenance Terms and Conditions, *Form BPS - SMA.doc, rev 5/2000*:

Two (2) Periodic Services to be performed each year, per Article 4.02  
Annual Maintenance, per Article 4.03  
Additional Services: None

Start Date: <u>7/1/14</u>	End Date: <u>6/30/15</u>	Prepaid annual cost.....	\$530.00
		Tax (If applicable).....	\$0.00
		Total.....	\$530.00

This proposal may be withdrawn if not accepted within thirty days of proposal date  
\*If Tax Exempt, please provide a Valid Exemption Certificate with the Accepted Proposal

For Buckeye Power Sales Co., Inc.

Salesman: MARISSA MALONEY Sales number: 075

Authorized Signature

*Marissa Maloney*

**Acceptance of Proposal** - The above price, services and terms and conditions are hereby accepted. Buckeye Power Sales Co., Inc. or its agent is authorized to do the work specified herein. Payment will be made as outlined in this proposal.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Name (please print) \_\_\_\_\_ Purchase order number or check number \_\_\_\_\_

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
  - Sale of the business of either party
  - Death or dissolution of either party
  - Failure of Customer to pay Servicing Agent
  - Assignment of this Agreement by either party without consent of the other party
  - Acts of God
  - 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 required to indemnify to the extent it is determined through final adjudication that Indemnitees were negligent or otherwise liable for such Claim.
- 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
  - 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 and generator gauge and indicator operation
  - 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, condensers, 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.
- 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.**

**CUSTOMER:**

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_