

**RESOLUTION APPROVING PLANNED MAINTENANCE AGREEMENT BETWEEN ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND BUCKEYE POWER SALES CO., INC., SEWA.**

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented the following for the approval of the Board, to-wit:

- Parties:** Ashtabula County Dept. of Environmental Services, 36 W. Walnut St., Jefferson, OH  
44047 Buckeye Power Sales, 8465 Tower Dr, Twinsburg, Ohio 44087
- Scope:** For the purpose of Buckeye Power Sales providing two (2) annual planned maintenance support services; one (1) major service and one (1) minor service for each unit (18) sewer department generators. Services are inclusive of but not limited to; labor, testing equipment and or replacement parts, replacement batteries, fuel sample/analysis, coolant sample/analysis and other services as described in Exhibit A, Buckeye Power Sales Co., Inc. Planned Maintenance Agreement.
- Term:** Effective January 1, 2024 through December 31, 2026
- Cost:** Not to Exceed, \$32,825.00

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the agreement as noted above is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

Resolution No. 2023-549

October 31, 2023

**RESOLUTION APPROVING PLANNED MAINTENANCE AGREEMENT BETWEEN  
ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND  
BUCKEYE POWER SALES CO., INC., SEWA**

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

**VOTE:**

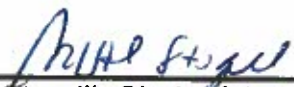
Casey R. Kozlowski  
Kathryn L. Whittington  
J.P. Ducro IV

Absent  
Aye  
Aye

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

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Crystal Sturgill, Clerk of the Board *Acting*  
Board of County Commissioners  
Ashtabula County, Ohio

## AGREEMENT

This AGREEMENT, made this 31st day of October, 2023 (the "Effective Date") between Ashtabula County Board of Commissioners ("County") and Buckeye Power Sales ("Vendor") for the purpose of servicing generators.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

### ARTICLE I THE SERVICES

The Vendor shall furnish all the products, equipment, and associated parts, labor, and services (collectively called the "Services") as set forth in Exhibit A. In the event of inconsistencies within or between this Agreement and the Exhibits, the Vendor shall provide the better quality or greater quantity of Services and shall comply with the more-strict requirement. This agreement shall commence on January 1, 2024 and expire on December 31, 2026.

### ARTICLE II COMPENSATION AND PAYMENT

- 2.1 The Vendor's total compensation for the Services shall be the prepaid agreement amount stipulated according to the Services provided in Exhibit B.
- 2.2 Vendor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Vendor is responsible for paying federal, state, and local taxes. Vendor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-Vendors shall be required to agree to withhold any such income taxes due for services performed under this Contract.
- 2.3 The Vendor shall submit invoice(s) to the County for the Services. The County shall pay the Vendor for the Services as set forth in Exhibit A within fourteen (14) days of receipt of a full and accurate invoice. The invoice(s) shall be supported by documentation substantiating the Vendor's right to payment. The Vendor shall supply such additional documentation as the County may request in connection with each payment to the Vendor. The Vendor shall list on the invoice(s) any approved Change Orders processed and performed during the time covered by the invoice(s).
- 2.4 The County reserves the right to decline to approve any invoice or part thereof, or because of subsequent evidence or inspection, may nullify any previous invoice, in whole or in part, to such extent as may be necessary in the County's opinion to protect the County from loss because of:

- (a) Defective Services not remedied;

(b) Damage caused by the Vendor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

2.5 The making of final payment by the County shall constitute a waiver of all Claims by the County except those arising after termination of this Agreement and the following:

(a) Defective or nonconforming Services resulting from latent defects, fraud or gross mistakes;

(b) Outstanding liens;

(c) Failure of the Vendor to comply with any Warranties or Guarantees required by this Agreement.

The acceptance of final payment by the Vendor shall constitute a waiver of all Claims against the County except those that the Vendor has previously made in writing in accordance with Article VIII and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

### ARTICLE III SCHEDULE

The project timeline will commence and end according to Exhibit A.

In the event that the Services are not completed within the time limit aforesaid, the Vendor shall reimburse the County an amount equal to the County's costs for and expenses of replacement Services and services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Services. Such amounts shall be deducted from the partial or final payments to be allowed the Vendor.

The County may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

### ARTICLE IV CHANGES

The County, without invalidating the Agreement, may order changes in the Services consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article III. To the extent the time of performance or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Vendor shall not proceed with any change in the Services without the required written authorization. If the Vendor believes that any item is not required by Exhibit B, the Vendor shall obtain a Change Order before proceeding with such item. Except as provided in Article VIII, failure to obtain such a Change Order shall constitute a waiver by the Vendor of any Claim for additional compensation for such item.

#### ARTICLE V WARRANTIES

In addition to any other warranties, guarantees, or obligations set forth in the Bid or applicable as a matter of law and not in limitation of the terms of the Bid, the Vendor warrants and guarantees that:

- The Services and all materials and equipment incorporated into the Services will be free from all defects, including any defects in workmanship or materials;
- The Services and all equipment incorporated into the Services will be fit for the purpose for which intended;
- The Services and all materials and equipment incorporated into the Services will be merchantable; and,
- The Services and all materials and equipment incorporated into the Services will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees, the Vendor, in addition to any other requirements set forth herein, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Vendor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Vendor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Vendor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and

consulting expenses. The foregoing warranties and obligations of the Vendor shall survive the final payment and/or termination of this Agreement. If the Vendor fails to pay the County any amounts due under this Section, the Vendor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

Vendor is unable to offer returns on any hardware or software purchases. All company and/or names mentioned here are trademarks and/or registered trademarks of their respective companies.

**ARTICLE VI**  
**INSURANCE AND INDEMNIFICATION**

6.1 The Vendor shall maintain insurance as set forth below:

(a) **General Liability Coverage.** Vendor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence.

Vendor and its employees shall be named as additional insureds with respect to all activities under this Agreement.

(b) **Automobile Liability Coverage.** Vendor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) **Workers' Compensation.** Vendor shall maintain workers' compensation coverage as required by Ohio law.

Prior to the commencement of any work under this Agreement, Vendor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days' prior written notice to Vendor. Vendor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

6.2 To the maximum extent permitted by law, the Vendor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Vendor's performance of the Services including but not limited to the failure of the Vendor to perform its obligations under this Agreement, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Services itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Vendor to perform in accordance with this Agreement, and/or

claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due the Vendor under this Agreement.

6.3 The County's total liability under this Agreement shall be limited to the amount set forth in the fiscal officer's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

6.4 Miscellaneous

Typographic errors are subject to correction. Vendor reserves the right to substitute discontinued or out of stock product with equivalent or better products at its discretion. Vendor may, at its discretion, limit free telephone technical support. All equipment warranties will be handled by their respective manufacturers. County is responsible and will be invoiced separately for travel (airfare, hotel, meals, and car rental) and engagement related out of pocket expenses. Car mileage (excluding car rentals) will be invoiced at the current IRS standard mileage rate.

ARTICLE VII  
TERMINATION

7.1 Either party may terminate the Agreement upon providing ninety (90) days prior written notice to the other party. Any outstanding payment shall be prorated according to the date of the cancellation.

7.2 If the County determines that the Vendor has failed to prosecute the Services with the necessary force or in a timely manner, or has refused to remedy any Defective Services, the County's Representative shall notify the Vendor of such failure or refusal. The Vendor shall begin to cure such failure or refusal within five (5) days of receipt of the notice.

If the Vendor fails to cure such failure or refusal within thirty (30) days of receipt of the notice, the County may terminate the Contract and supply the materials or such part of either as is appropriate, and may remove Defective Services.

If the Vendor is so terminated, the Vendor shall not be entitled to any further payment. If the County completes the Services and if the cost of completing the Services exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Vendor.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 7.2.

**ARTICLE VIII**  
**DISPUTE RESOLUTION**

8.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Vendor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Vendor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

8.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

8.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

**ARTICLE IX**  
**MISCELLANEOUS**

9.1 No modification or waiver of any of the terms of this Agreement shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of this Agreement constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its or their terms, except as expressly provided in this Paragraph.

9.2 The Vendor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

9.3 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and

resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

9.4 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement marked "Urgent, deliver to Service Director," and, in the case of the Vendor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

9.5 The parties acknowledge that each party has reviewed this Agreement and has voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits to it or them.

9.6 If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement shall remain in full force and effect, and such term shall be deemed stricken; provided this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

9.7 The Vendor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Services.

9.8 Vendor agrees that, in the hiring of employees for the performance of Services under the Contract or any subcontract, no Vendor, subcontractor, or any person acting on a Vendor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the Services to which the employment relates. Vendor further agrees that neither it, its subcontractors, or any person on the Vendor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of Services under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Vendor by the County

under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

9.9 This Agreement constitutes the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**Buckeye Power Sales:**

\_\_\_\_\_

Vendor

**Ashtabula County Environmental Services:**

  
\_\_\_\_\_

County

**ASHTABULA COUNTY COMMISSIONERS**

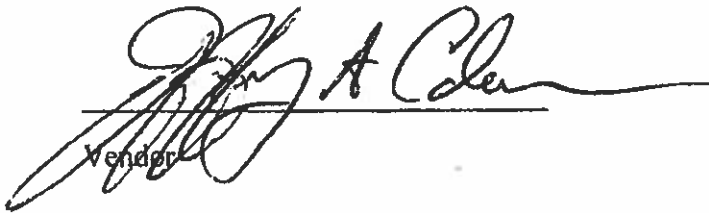
BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY:  DATE: 10-31-23

BY:  DATE: 10-31-23

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

**Buckeye Power Sales:**

  
Vendor

**Ashtabula County Environmental Services:**

\_\_\_\_\_  
County

**ASHTABULA COUNTY COMMISSIONERS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## **EXHIBIT A**

### **SERVICES**

Vendor agrees to provide labor, test equipment and/or replacement parts so as to perform Planned Maintenance, on equipment owned and/or operated by County. In performing its Planned Maintenance Program, Vendor shall make scheduled visits consisting of the services outlined in the proposal as defined in this article

#### Services provided in Vendor'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 (subject to owners' approval and availability during service visit)
- 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

#### Annual Maintenance

Services provided in Vendor'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 County, 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.

This Planned Maintenance Agreement is not a guarantee of equipment availability.

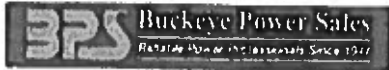
**Load Bank Service (only if specified as "Additional Services")**

**County and Vendor agree that a load bank test service will be provided annually for a period of time as stated in the proposal. Vendor'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.**

**Vendor agrees to perform Planned Maintenance to County'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.**

**THIS AGREEMENT DOES NOT RELIEVE THE COUNTY OF PERIODICAL CHECKS AND TESTING AS OUTLINED IN THE MANUFACTURER'S SERVICE MANUAL.**

Exhibit B  
FEES



Bill-to Customer No. C10008823  
Ashtabula Environmental Services (E)  
36 W Walnut Street  
Jefferson, OH 44047  
USA

Planned Maintenance Agreement Quote  
Page 1

Buckeye Power Sales Co., Inc.  
8465 Tower Drive  
Twinsburg, OH 44087  
USA  
Phone No. 330.425.9165  
Fax No.

Contact Noah Pierce  
Phone No. 440-576-3722  
E-Mail npierce@ashtabulacounty.us  
Salesperson Jeff Coleman  
Description Prepaid Agreement - 3YR

Quote No. PMA1050187  
Accept Before  
Starting Date 01/01/24  
Invoice Period Year  
Annual Amount 32,825.00

- Prepaid Planned Maintenance Agreement 1/1/24 to 12/31/26-
- Agreement Rates Locked for 3 Years, Billed Annually
- 2 Service Trips Per Year: 1 Major and 1 Minor Service, each unit
- Agreement includes annual 2 hour load bank, each unit
- Agreement includes battery replacement in third year, each unit
- Agreement includes air filter replacement in third year, each unit
- Agreement includes coolant system service in third year, each unit
- Service Cycle: March Major, September Minor

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

Metcalf Lift Station  
Behind parking lot of 1527 Cook Rd  
41.889820, -80.747797

Ashtabula, OH 44004  
USA

EQ1031055 Kohler 30Kw	KH30RZ	0663894	1,610.00
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Ship-to Address  
Cherry Lane Lift Station  
West of 1549 Cherry Lane  
41.828840, -80.809580

Ashtabula, OH 44004  
USA

EQ1072958 Cummins 30kw GG02-1528167	CUC30 N6H	J150884751	1,720.00
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Ship-to Address  
Meadowood Lift Station  
1724 Elmwood (end of Elmwood)  
41.825805, -80.817475

Ashtabula, OH 44004  
USA

EQ1072042 60REOZK	KH60REOZK	33HMGMLK0008	1,905.00
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Ship-to Address  
Haystack Pump Station  
Next to 2046 OH 45N  
41.780043, -80.854576

Austinburg, OH 44010  
USA

EQ1084429 80REOZJF - 80 kW 60 Hz	KH80REOZJF	33JVGMLKJ0007	1,920.00
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**Bill-to Customer No.** C10008823  
**Ashtabula Environmental Services (E)**  
 38 W Walnut Street  
 Jefferson, OH 44047  
 USA

**Contact** Noah Pierce  
**Phone No** 440-576-3722  
**E-Mail** npierce@ashtabulacounty.us  
**Salesperson** Jeff Coleman  
**Description** Prepaid Agreement - 3YR

**Ship-to Address**  
 Rt 307 Lift Station  
 West of 2893 OH 307  
 41 772159, -80.857339

Austinburg, OH 44010  
 USA

EQ1072960 50REOZJC

**Ship-to Address**

Coffee Creek  
 2949 Industrial Park Dr.  
 Under water tower

Austinburg, OH 44010  
 USA

EQ1040500 125REOZJG - 125 kW 60 Hz

**Ship-to Address**

Rockwell Lift Station  
 Next to 3304 N Ridge Rd W  
 41.848261, -80.828144

Ashtabula, OH 44004  
 USA

EQ1072958 50REOZJC

**Ship-to Address**

Westminster Lift Station  
 Across from 3628 Edgewater Dr  
 41.889812, -80.834798

Ashtabula, OH 44004  
 USA

EQ1050201 INDUSTRIAL

**Ship-to Address**

Carpenter Rd Lift Station  
 West of 4118 Carpenter Rd  
 41.880956, -80.841446

Ashtabula, OH 44004  
 USA

EQ1019867 100REOZJF - 100 kW 60 Hz

**Planned Maintenance Agreement Quote**  
 Page 2

**Buckeye Power Sales Co., Inc.**  
 8465 Tower Drive  
 Twinsburg, OH 44087  
 USA  
**Phone No.** 330.425.9165  
**Fax No.**

**Quote No.** PMA1050187  
**Accept Before**  
**Starting Date** 01/01/24  
**Invoice Period** Year  
**Annual Amount** 32,825.00

KH50REOZJC	2297257	1,770.00
KH125REOZJG	3388GMHJ0001	1,950.00
KH50REOZJC	2264981	1,770.00
KH50REOZJC	2264983	1,770.00
KH100REOZJF	SGM32H2TX	1,925.00



**Bill-to Customer No.** C10008823  
**Ashtabula Environmental Services (E)**  
 38 W Walnut Street  
 Jefferson, OH 44047  
 USA

**Contact** Noah Pierce  
**Phone No.** 440-576-3722  
**E-Mail** nrpierce@ashtabulacounty.us  
**Salesperson** Jeff Coleman  
**Description** Prepaid Agreement - 3YR

**Ship-to Address**  
 Old Orchard Lift Station  
 Across from 4220 N Ridge Rd W  
 41.842656, -80.841394

Jefferson, OH 44047  
 USA

EQ1072957 50REOZJC

**Ship-to Address**  
 Holiday WWP

Right across street from 4274 Pymatunig Lak  
 41.632489, -80.542712

Andover, OH 44003  
 USA

EQ1007188 Onan DGFB-5599356

**Ship-to Address**

New London Lift Station  
 Behind 5008 New London Rd  
 41.839498, -80.855492

Ashtabula, OH 44004  
 USA

EQ1008556 INDUSTRIAL

**Ship-to Address**

Elm Lift Station  
 Across from 5141 Lake Rd W  
 41.880632, -80.858796

Jefferson, OH 44047  
 USA

EQ1008144 INDUSTRIAL

**Ship-to Address**

Depot  
 In front of 5621 N Ridge Rd W  
 41.829813, -80.868130

Ashtabula, OH 44004  
 USA

EQ1014856 INDUSTRIAL

**Planned Maintenance Agreement Quote**  
 Page 3

**Buckeye Power Sales Co., Inc.**  
 8485 Tower Drive  
 Twinsburg, OH 44087  
 USA  
**Phone No.** 330.425.9165  
**Fax No.**

**Quote No.** PMA1050187  
**Accept Before**  
**Starting Date** 01/01/24  
**Invoice Period** Year  
**Annual Amount** 32,825.00

EQ1072957 50REOZJC	KH50REOZJC	2264982	1,770.00
EQ1007188 Onan DGFB-5599356	ONDGFB	B030469441	2,300.00
EQ1008556 INDUSTRIAL	KH50REOZJC	2264984	1,770.00
EQ1008144 INDUSTRIAL	KH50REOZJC	2264980	1,770.00
EQ1014856 INDUSTRIAL	KH50REOZJC	2264967	1,770.00



**Planned Maintenance Agreement Quote**  
Page 4

**Bill-to Customer No.** C10008823  
**Ashtabula Environmental Services (E)**  
 38 W Walnut Street  
 Jefferson, OH 44047  
 USA

**Buckeye Power Sales Co., Inc.**  
 8465 Tower Drive  
 Twinsburg, OH 44087  
 USA  
**Phone No.** 330 425 9165  
**Fax No.**

**Contact** Noah Pierce  
**Phone No.** 440-576-3722  
**E-Mail** npierce@ashtabulacounty.us  
**Salesperson** Jeff Coleman  
**Description** Prepaid Agreement - 3YR

**Quote No.** PMA1050187  
**Accept Before**  
**Starting Date** 01/01/24  
**Invoice Period** Year  
**Annual Amount** 32,825.00

**Ship-to Address**  
 Ashcraft Lift Station  
 Across rd from 5970 Green Rd  
 41.889826, -80.697869

Ashtabula, OH 44004  
 USA

EQ1054029 100RZG

KH100RZG

0724258

1,765.00

**Ship-to Address**  
 Haywood Beach Lift Station  
 Across from 69 Haywood Beach, 3rd Dr  
 41 873461, -80.883111

Ashtabula, OH 44004  
 USA

EQ1045735 INDUSTRIAL

KH50REOZJC

2264979

1,770.00

**Ship-to Address**  
 Jefferson Rd Lift Station  
 Across from 8713 Jefferson Rd  
 41 844084, -80 791141

Ashtabula, OH 44004  
 USA

EQ1003592 INDUSTRIAL

KH50REOZJC

2264988

1,770.00

**Ship-to Address**  
 Nelson Lift Station  
 Nelson Dr.  
 41.790727, -80.859926

Austinburg, OH 44010  
 USA

EQ1072068 Cummins 25kw DKAF-5880149

CU25DKAF

H070095553

1,800.00

**Total**

**32,825.00**

**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.

**Signature Page**

**Agreement Title: Buckeye Power Generator Agreement**

Approved as to Legal Form Only:

By:  \_\_\_\_\_  
Colleen M. O'Toole,  
Ashtabula County Prosecutor

Contact: Lisa Hawkins, Clerk

Dated: \_\_\_\_\_, 2023

**FISCAL OFFICER'S CERTIFICATE**  
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2023 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

6001.001.150-601; not to exceed \$0.00.

**Agreement Title: RESOLUTION APPROVING PLANNED MAINTENANCE AGREEMENT BETWEEN ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES AND BUCKEYE POWER SALES CO., INC., SEWA**



**David Thomas, Ashtabula County  
Auditor**

Date: October 27, 2023