

ORDINANCE NO. 03-23 AC CMS

AN ORDINANCE DETERMINING THAT A REAL AND PRESENT EMERGENCY EXISTS IN REGARD TO THE CITY OF OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT TO PURCHASE AND RENT TRANSFORMERS FROM OHIO TRANSFORMER OF TALLMADGE, OHIO, AND DECLARING AN EMERGENCY

WHEREAS, the City operates a municipal Light and Power System; and

WHEREAS, the City has discovered that the transformer at Butternut Ridge Road Substation incurred irreparable damage due to a lightning strike on February 12, 2003; and

WHEREAS, the loss of The transformer at Butternut Ridge Road Substation causes the substation to be out of service until a replacement transformer is purchased which poses an immediate distribution supply threat to the City of Oberlin and its residents and businesses, and represents a real and present emergency arising in connection with said system; and

WHEREAS, due to the significant lead time for delivery of a replacement transformer for Butternut Ridge Road Substation, the City also desires to procure a rental transformer on an Interim basis, enabling Butternut Ridge Road Substation to commence operation on a forthwith basis.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into a contract with Ohio Transformer of Tallmadge, Ohio, for the purchase of a 10 MVA transformer for Butternut Ridge Road Substation in an amount not-to-exceed \$150,000.

SECTION 2. That the City Manager is hereby further authorized and directed to enter into a contract with Ohio Transformer of Tallmadge, Ohio, for the rental of a 10 MVA transformer for Butternut Ridge Road Substation in an amount not-to-exceed \$20,000.

SECTION 3. That the immediate need for said procurement is hereby declared a real and present emergency arising in connection with the operation of the City of Oberlin Municipal Light and Power System pursuant to Section 735.051 of the Ohio Revised Code.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council an of

any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety of the citizens of the City of Oberlin, Ohio, to wit:

"to ensure the safe and efficient operation of the Oberlin Municipal Light and Power System",

and shall take effect immediately upon passage.

PASSED: 1st Reading – March 17, 2003 (E)
2nd Reading –
3rd Reading –

ATTEST:


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: 3/18/2003

EFFECTIVE DATE: 3/18/2003



OHIO TRANSFORMER
An S. D. MYERS Company

ACTS 4.12

March 10, 2003

OBERLIN MUNICIPAL LIGHT & POWER
TECHNICAL SERVICES DIVISION
289 SOUTH PROFESSOR STREET
OBERLIN, OH 44074

ATTN: VIC OEFTERING
RE: NEW 10/11.2/12.5/14 MVA Substation Transformer
Ohio Transformer Proposal# 3000233 Rev. 2

Mr. Oeftering,

Ohio Transformer is pleased to present this proposal to Oberlin Municipal Light & Power to supply a NEW 10/11.2/12.5/14 MVA transformer. This transformer will be manufactured by Ohio Transformer. The transformer will be built to the latest ANSI short circuit standards and per the City of Oberlin "Technical Specifications" The transformer will be subjected to ANSI standard tests.

BASE PRICE: \$135,775.00

Mfg: OHIO TRANSFORMER

Phase: 3 Equip Type: SUBSTATION TRANSFORMER

MVA: 10/11.2/12.5/14 @ 55/65 C Rise Class.... OA/FA

Oil Type: MIN. OIL Gallons: 2500

C&C Lbs: 32000 T&F Lbs: 17250 Oil Lbs: 18750 Total Lbs: 68000

	HIGH SIDE	LOW SIDE
Voltage:	67000DELTA	12470Y/7200
Taps:	2@ +&-	NONE
Bil:	350 KV	110 KV
CT's:	1/ph, 600:5 MRCT	1/ph, 800:5 MRCT



OHIO TRANSFORMER
An S. O. MYERS Company

ACTS 432

ACCESSORIES

- Liquid Temp W/Contacts, Liquid Level, P/V Gauge, Pressure Relief Device, Drain Valve W/Sampler, HV & LV arrester brackets, Other Standard Accessories
- Fans to obtain the Class FA, 14.MVA rating.

NOTE:

- No-load losses 10.3kW, load losses 36kW @ 10MVA w/ 7.5% imp.

OPTION

1. Ohio Transformer will offer \$3500.00 trade-in allowance for the customer's failed 7500KVA transformer. (Customer to remove HV bushings and provide crane for loading).
2. Provide (Qty 3) HV arresters 48kV, 39kVMCOV ADD \$3300.00.
3. Provide (Qty 3) LV arresters 9kV, 7.65kV MCOV ADD \$1500.00.
4. Provide on-site installation and testing ADD \$5500.00.
5. Ohio Transformer would offer to provide a rental 7.5/10.5MVA transformer (as shown in Quote# 68912-1) to Oberlin Muni for the summer peak (installed by April 15th) for \$2500.00/month plus installation/removal costs. This rental offer would be pending the receipt of an order to build the new 10/14MVA transformer (as shown in Quote# 3000233).

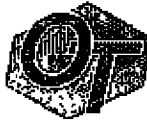
GENERAL CONDITIONS:

1. Delivery is estimated at 16-18 weeks.
2. This proposal is valid for thirty (30) days.
3. Payment terms are net 30 days.
4. Freight will be Prepaid and Included, F.O.B.: Customer Location
5. Applicable taxes, duties, and tariffs are in addition to the quoted prices.
6. Warranty for new transformers is 24 months from the date of shipping.
7. Ohio Transformer terms and conditions apply.

I look forward to working with you on this and future projects. If you have any questions, please call me at 800.444.9580 ext.3251.

Sincerely,

BILL MUNCY
OHIO TRANSFORMER



OHIO TRANSFORMER
An S. D. MYERS Company

ACTS 442

WARRANTY: Seller warrants to Purchaser that any products provided by Seller hereunder shall be free from defects in material and workmanship under normal use and operation during the warranty period stated herein and any services rendered hereunder by Seller will be performed in a good and workmanlike manner. If any products or services provided hereunder by Seller prove to be defective in material or workmanship within a period of twenty-four (24) months from the date of completion of the work, Seller, if promptly notified thereof in writing, shall correct such defect at its own expense, at its option, repairing or replacing the defective products or services;

THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY OF SELLER. ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THESE TERMS OF SALE. NOR SHALL THE SELLER BE LIABLE FOR ANY LOSS OR DAMAGE WHATSOEVER FROM ITS FAILURE TO DISCOVER OR REPAIR LATENT DEFECTS OR DEFECTS INHERENT IN THE DESIGN OF THE EQUIPMENT.

Claims for defective materials or workmanship shall be subject to verification by a duly authorized representative of Seller. No products shall be returned to Seller without its prior written consent. Products which Seller consents to have returned shall be shipped prepaid F.O.B. to Seller's factory, or other location designated by Seller. Seller shall not assume responsibility or accept invoices for unauthorized repairs or alterations to its products, even though defective. Any replacement or repaired product or service furnished under this warranty shall be warranted by Seller for balance of the warranty period and under the same warranty conditions as applicable to the original product or service.

The foregoing warranty does not apply to experimental, prototype or developmental products which are so identified at the time of initial sale. Seller makes no warranty on products manufactured by others which are resold by Seller. Seller shall use its best efforts to obtain from each such product manufacturer, in accordance with the manufacturer's warranty or customary practice, the repair or replacement of products which prove defective in material or workmanship.

WARRANTY EXCLUSIONS AND PURCHASER'S ACTS AND INDEMNIFICATION: Seller, its directors, officers, agents or employees, shall not be liable, under any circumstances, for any failure of the products provided by Seller or loss or injury to persons or property (including the equipment in which the products are installed) caused in whole or in part by (1) the negligent acts or omissions of Purchaser, its contractors, agents or employees; (2) failure of the Purchaser, its contractors, agents or employees, to observe any instructions of Seller or Seller's representative; (3) failure or malfunctioning of any products, tools, equipment, facilities or devices not furnished by Seller; (4) any unauthorized alterations, adjustments or modifications by Purchaser to the products provided by Seller; (5) improper installations by Purchaser or its contractors, agents or employees; (6) improper operation or attempts to operate the products provided by Seller beyond their rated capacity, or otherwise; (7) any abuse or misuse of the products provided by Seller or damage thereto after the date of initial shipment; (8) manufacturing design or other defects, whether apparent or latent in the equipment serviced or to be serviced by Seller; and (9) Purchaser's express or implied assumption of risk for the services performed hereunder, as for example and without limitation, when Purchaser starts up, reinstalls or reassembles equipment serviced by Seller without direct, on-site supervision by Seller. Purchaser expressly agrees herein to save Seller, its directors, officers, agents and employees harmless from any such liability.

LIMITATION OF LIABILITY: Seller's liability on any claim of any kind, including negligence, for any loss or damage arising out of, connected with, or resulting from this contract, or the performance or breach thereof, or from the design, manufacture, sale, repair, inspection, maintenance, modification or use of any equipment, products or services covered by, provided or rendered under this contract, shall in no case exceed that portion of the contract price which is allocable to the product (or any part thereof) or also disclaims all liability, whether in warranty, contract, tort (including negligence), strict liability, or otherwise, to any party other than the original Purchaser.

IN NO EVENT, WHETHER THE CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) SHALL SELLER OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS PROVIDED OR ANY ASSOCIATED PRODUCTS OR EQUIPMENT, DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE



OHIO TRANSFORMER

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ACTS 402

PRODUCTS OR EQUIPMENT, FACILITIES, DOWNTIME COSTS, LABOR OR ASSOCIATED EXPENSES, OR CLAIMS OF PURCHASER'S CUSTOMER FOR SUCH COSTS.

All causes of action arising against Seller or its suppliers arising out of or relating to these terms and conditions of sale, or the performance of breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

Any purchase order or other contractual document received from Purchaser that contains a penalty provision for liability that is in conflict with the Seller's terms shall be deemed objected to by Seller without need of further notice and shall not be effective or binding unless specifically approved in writing by an officer of Seller.

PAYMENT TERMS: Unless specified to the contrary in writing by Seller, terms of payment shall be Net thirty (30) days from date of invoice. A purchase order number is required before work commences. A copy of an Ohio Transformer quotation must be included or referenced on the purchase order. Seller reserves the right to progress bill on orders over \$200,000 or as outlined in the proposal.

COLLECTION COSTS: In the event payment is not received for the products and/or materials or services provided hereunder, Purchaser shall be responsible to pay all reasonable collection costs incurred by Seller, including reasonable attorney's fees.

DELIVERY: Estimates of delivery or completion dates are approximate and are based upon prompt receipt of all necessary information and ready access to Purchaser's equipment or facilities, if required. Unless otherwise stated herein, delivery of goods to a common carrier, licensed trucker or representative of Purchaser shall constitute delivery to Purchaser, and all risk of loss or damage thereafter shall then be borne by Purchaser. Any purchase order or other contractual document received from Purchaser that contains a penalty provision for failure to meet a shipment date shall be deemed objected to by Seller without need of further notice and shall not be effective or binding unless specifically approved in writing by an officer of Seller.

FORCE MAJEURE: Seller shall not be responsible for delays, delivery or failure to deliver due to causes beyond Seller's control including but not limited to acts of God, war, mobilization, civil commotion, riots, embargoes, domestic or foreign governmental regulations or orders, acts of Purchaser or Seller's suppliers, or their agents or employees, fires, floods, strikes, lock-outs and other labor difficulties or shortages of or inability to obtain shipping space or transportation, or inability to secure necessary labor, fuel, materials, supplies, or power at current prices or on account of shortages thereof. In the event of such delay, the date of completion shall be extended for a period equal to the time lost by reason of delay. Under no circumstances shall Seller be liable for special, indirect, incidental or consequential damages on account of delay to any cause.



City of Oberlin Ohio

69 South Main Street

Oberlin, Ohio 44074

Ph (440) 775-7212 Fax (440) 776-2090

PURCHASE ORDER

P.O. NUMBER

RG030466

REQ NO.

E9218

P.O. DATE

03/25/03

SHIP VIA

TERMS

NET 30 DAYS

DELIVER TO: ELECTRIC DEPT WAREHOUSE
322 S. MAIN ST.
OBERLIN, OH 44074

TO: OHIO TRANSMISSION CORP.
180 SOUTH AVE.
TALLMADGE, OH 44278

ACCOUNT NUMBER	AMOUNT
801.8107.56010	\$150,000.00

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES
Material in this order is exempted from the Ohio Sales Tax and Federal Excise Taxes

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
1	EA	10 MVA TRANSFORMER INCLUDING HV & LV ARRESTERS PER PROPOSAL #3000233 REV. 2 INSTALLATION & TESTING TRADE-IN ALLOWANCE (7500 KVA TRANS- FORMER) CONTINGENCY AS PER ORDINANCE 03-23 AC CMS		\$140,575.00 \$5,500.00 \$-3,500.00 \$7,425.00
TOTAL:				\$150,000.00

CERTIFICATE

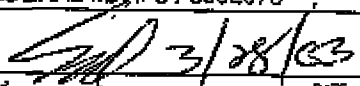
It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding

INSTRUCTIONS TO VENDORS

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE AUDITOR FOR AVAILABILITY OF FUNDS.
SEND INVOICES IN DUPLICATE TO THE FINANCE OFFICE, 69 S MAIN ST., OBERLIN, OH 44074
NO CHANGE MAY BE MADE IN THIS ORDER WITHOUT WRITTEN CONSENT OF THE AUDITOR.

EXCISE OR SALES TAX DO NOT APPLY
TO CITY PURCHASES

CITY FEDERAL I.D. # 34-6002073

APPROVED	
CITY AUDITOR	DATE 3/28/03

RECEIVED

Qty Verified _____

Date _____

OK'd by _____

VENDOR

Ph (440) 775-1219 Fax (440) 776-2090

ELECTRIC DEPT. WAREHOUSE

DELIVER 322 S. MAIN ST.
TO OBERLIN, OH 44074

PURCHASE ORDER

PO NUMBER

RG030509

REQ. NO.

E9217

20. DATE

04/03/03

SHIP VIA

TERMS

NET 30 DAYS

TO:

OHIO TRANSFORMER
180 SOUTH AVE.
TALLMADGE, OH 44278

THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES.
Material on this order is exempted from the Ohio Sales Tax and Federal Excise Taxes.

QUANTITY	UNIT	DESCRIPTION	PRICE / UNIT	AMOUNT
		NOT TO EXCEED AMOUNT.		\$20,000.00
		RENTAL OF 7.5/10.5 MVA TRANSFORMER TO BE INSTALLED BY APRIL 15 PER PROPOSAL #3000283 REV. Z		
		Per Ordinance 03-23 AC CMS		
		TOTAL:		\$20,000.00

CERTIFICATE

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure for the above has been lawfully appropriated or authorized or circled for such purpose and is in the treasury or in process of collection to the credit of the fund from any obligation or certification now outstanding.

INSTRUCTIONS TO VENDORS

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE AUDITOR FOR AVAILABILITY OF FUNDS
SEND INVOICES IN DUPLICATE TO THE FINANCE OFFICE: 48 S. MAIN ST., OBERLIN, OH 44074
NO CHANGE MAY BE MADE IN THIS ORDER WITHOUT WRITTEN CONSENT OF THE AUDITOR

EXCISE OR SALES TAX DO NOT APPLY
TO CITY PURCHASES.

CITY FEDERAL I.D. # 34-6002073

APPROVED	<i>[Signature]</i> 4/8/03
CITY AUDITOR	DATE

RECEIVED

Qty. Verified _____

Date _____

OK'd by _____

VENDOR