

**BERRYVILLE TOWN COUNCIL STREETS AND UTILITIES COMMITTEE
MEETING AGENDA
Berryville-Clarke County Government Center
101 Chalmers Court, Second Floor
A/B Meeting Room
Regular Meeting
June 27, 2017
Noon**

Item

Attachment

1. Call To Order

2. Approval of Agenda

3. Updates

VDOT

Signal timing
Cross Walks
 Main/Hermitage
 Buckmarsh/Swan
East Main Street
Other

Planning Department

Street Lights
Swan Avenue walking path
Other

Public Works Department

Paving projects
Water and sewer projects
Drainage projects
Public Works building
Sidewalk repairs
Other

Public Utilities Department

Water tank painting project
Other

1

4. Closed Session

No Closed Session Scheduled

5. Other

6. Adjourn

Attachment 1

Tank	1st QTR 2017-18			2nd QTR 2017-18			3rd QTR 2017-18			4th QTR 2017-18			1st QTR 2018-19			2nd QTR 2018-19		
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
South East Sout East Billing	Tank Painting			\$88,759									\$16,780					
3MG 3MG Billing										Tank Painting			\$292,023			\$55,207		
North West North West Billing																Tank Painting		
	Possible Emoyee OT =						\$500			Possible Employee OT =			\$500			\$69,218		
	Clarke County EMS Standby =						\$9,000			Clarke County EMS Standby =			\$6,000					
	Total Painting for Fiscal Year 2018 =						\$380,000			Total Painting Fiscal Year 2019 =			\$141,205					
	3rd QTR 2018-19			4th QTR 2018-19			1st QTR 2019-20			1st QTR 2020-21			1st QTR 2021-22			1st QTR 2022-23		
	Jan	Feb	Mar	Apr	May	June	July	July	July	July	July	July	July	July	July	July	July	July
South East Billing							\$16,780			\$16,780			\$16,780			\$2,571		
3MG Billing							\$55,207			\$55,207			\$55,207			\$55,207		
North West Billing							\$13,086			\$13,086			\$13,086			\$13,086		
							\$85,073			\$85,073			\$85,073			\$70,864		
				Fiscal 2024			Fiscal 2025			Fisal 2026			Fiscal 2027			Fiscal 2028		
South East Maintenance				\$2,571			\$2,571			\$2,571			\$2,571					
3MG Maintenance				\$3,324			\$3,324			\$3,324			\$3,324			\$3,324		
North West Maintenance				\$2,571			\$2,571			\$2,571			\$2,571			\$2,571		



Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 250,000 Gallon-Elevated-Josephine Tank

Location: 200 Jack Enders Blvd

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **250,000** gallon water storage tank located at **200 Jack Enders Blvd., Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.

B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

E. The Company will furnish current certificates of insurance coverage to the Owner.

F. A lock will be installed on the roof hatch of the tank.

G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. **Contract Price/Annual Fees.** This is a 10 year term contract. The tank shall receive an exterior renovation, interior renovation, repairs and PAX installation prior to the end of Contract Year 1. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be \$88,759.00 per Contract Year. The annual fees for Contract Years 2-5 shall be \$16,780.00 per Contract Year. The annual fees for Contract Years 6-10 shall be \$2,571.00 per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. **Payment Terms.** The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior/interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

4. **Structure of Tank.** The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. **Environmental, Health, Safety, or Labor Requirements.** The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. **Excluded Items:** This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: *D. Michael Buchanan*

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: *Sara Anders*

Seal:





Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 3,000,000 Gallon-Ground Storage Tank

Location: 201 Tom Whitacre Circle

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **3,000,000** gallon water storage tank located at **201 Tom Whitacre Circle, Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.

B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

E. The Company will furnish current certificates of insurance coverage to the Owner.

F. A lock will be installed on the roof hatch of the tank.

G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. Contract Price/Annual Fees. This is a 10 year term contract. The tank shall receive an exterior renovation, interior renovation and PAX installation prior to the end of Contract Year 1. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be \$292,023.00 per Contract Year. The annual fees for Contract Years 2-5 shall be \$55,207.00 per Contract Year. The annual fees for Contract Years 6-10 shall be \$3,324.00 per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. The annual fee for Contract Year 1, plus all applicable taxes, shall be due and payable upon completion of the initial exterior/interior renovation. Each subsequent annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year. Furthermore, if the Owner elects to terminate this Contract prior to remitting the first five (5) annual fees, then the balance for work completed shall be due and payable within thirty (30) days of the termination.

4. Structure of Tank. The Company is accepting this tank under program based upon its existing structure and components. *Any modifications to the tank, including antenna installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fee.*

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The parties agree that the Company's annual fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for annual fees.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tank at anytime during the term of the Contract; except for the initial exterior renovation in Contract Year 1; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tank was not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tank; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tank or tank site which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: D. Michael Buchanan

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: Sara Anders

Seal:





Utility Service Co., Inc.

10 Year Contract for Services

Owner: Town of Berryville
Berryville, VA

Tank Size/Name: 250,000 Gallon-Pedisphere-Northwest Tank

Location: 201 Tom Whitacre Circle

Date Prepared: February 20, 2017



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **Town of Berryville, whose business address is 101 Chalmers Court Suite A, Berryville, VA 22611** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its **250,000** gallon water storage tank located at **201 Tom Whitacre Circle, Berryville, VA 22620** (hereinafter "tank").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tank. Care and maintenance include the following:

A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition. Visual inspections will be performed in Contract Years 2, 3, 5, 6, 8 and 9.

B. Washout inspections will be performed in Contract Years 4, 7 and 10. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.

C. The Company shall furnish engineering and inspection services needed to maintain the tank and tower during the term of this Contract. The repairs include: steel parts, expansion joints, water level indicators, sway rod adjustments, and manhole covers/gaskets.

D. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.

E. The Company will furnish current certificates of insurance coverage to the Owner.

F. A lock will be installed on the roof hatch of the tank.

G. The Company will provide emergency services, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the tank site.

2. Contract Price/Annual Fees. This is a 10 year term contract. The tank shall receive an exterior renovation, Wet-interior renovation, Dry-interior renovation, repairs and PAX installation prior to the end of Contract Year 1. The tank shall receive visual inspections in Contract Years 2, 3, 5, 6, 8 and 9. The tank shall receive washout inspections in Contract Years 4, 7 and 10. The annual fee for Contract Year 1 shall be \$69,218.00 per Contract Year. The annual fees for Contract Years 2-5 shall be \$13,086.00 per Contract Year. The annual fees for Contract Years 6-10 shall be \$2,571.00 per Contract Year. A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

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5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank site which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

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7. Termination. The Owner shall have the right to continue this Contract for a 10 year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. IN TURN, THE OWNER AGREES TO INDEMNIFY THE COMPANY AND HOLD THE COMPANY HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE OWNER OR ITS CONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

Town of Berryville

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: D. Michael Buchanan

Title: Deputy Chief Financial Officer

Print Name: D. Michael Buchanan

Date: February 20, 2017

Witness: Sara Anderson

Seal:

