

LONG-TERM REPAINTING AND MAINTENANCE CONTRACT

This agreement entered into by and between South Lebanon, Ohio, hereinafter known as the "Owner," and Phoenix Tank Services, A Division of Phoenix Fabricators and Erectors, Inc., an Indiana corporation, of 110 S. Griswold Road, Indianapolis, Indiana 46234, hereinafter called "Phoenix."

Owner agrees to employ Phoenix to repaint and maintain its 750,000 gallon water storage tank located at South Lebanon, Ohio.

This agreement binds Phoenix for responsibility for the care and maintenance of the above-described water storage tank. Care and maintenance shall include, but not be limited to, the following:

Phoenix will annually inspect and service the tank beginning in the year 1994. The interior and exterior of the tank will be thoroughly inspected to assure that the structure is in a sound, tight condition.

Annually, beginning with the first inspection in 1994, the water storage tank will be completely drained by the Owner. Phoenix will clean and remove all mud, silt and other accumulations that might be harmful to the water storage tank or to its contents. This cleaning will utilize high pressure equipment with detergent injection. After cleaning is completed, the interior will be disinfected prior to returning to service. Bacteriological testing, if required, shall be the responsibility of the Owner.

Phoenix will make any and all repairs to the water storage tank that are needed during the term of this contract. These repairs include steel replacement, steel parts, expansion joints, sway rod adjustments, manholes and other component parts thereof; excluding float level indicators and any electrical items.

Phoenix will clean and repaint the interior and exterior of the tank at such time as complete repainting is needed. The need of interior painting to be determined by the thickness of the existing liner and the protective condition. The need of exterior repainting to be determined by the appearance of the paint and protective condition.

When repainting is needed, all products and procedures will be equal to, or exceed, the requirements of the N.S.F.-61, the American Water Works Association and Steel Structures Painting council as to surface preparation, coating materials and disinfection.

When complete interior coating is needed, the tank will be coated with an 8- to 10- mils epoxy liner as per the D-102-78 AWWA inside system #1.

At the time of repainting the exterior, the Owner may select a color different from the existing one as long as the type of materials remain the same.

Phoenix will install an anti-climbing device on the access ladder to prevent unauthorized persons from climbing the tank ladder.

A heavy-duty padlock will be installed by Phoenix on the roof to prevent any unauthorized entry to the water supply. Keys to the tank will be retained by the Owner and Phoenix.

If required, the handling, removal and/or disposal of hazardous or contaminated material that requires special handling or that must be taken to a specific dump/disposal site is not included in the quotation for work submitted herein.

Phoenix will provide emergency service to handle any problems with the tank at no additional cost to the Owner. Reasonable travel time must be allowed for the repair unit to reach the tank site. **SERVICE IS AVAILABLE 365 DAYS PER YEAR.**

Prior to the start of work, a certificate of insurance covering Workmens Compensation, occupational disease, employer's liability and public liability will be furnished to the Owner.

The Owner shall have the right to continue this contract for an indefinite period of time upon payment to Phoenix the sum of Seven Hundred Twenty-Six and 25/100 Dollars (\$726.25) per month for the duration of this Agreement. Payment to be made on or before the first day of each month, beginning September 1, 1994.

The above fee will remain constant for the first fifteen (15) years of this Agreement. In the year 2008 and each five (5) years thereafter, the annual service fee will be adjusted to reflect the current costs of the service. The adjustment, either up/down will be limited to a maximum of fifteen (15) percent per occurrence.

It is agreed that future mandated environmental requirements which cause significant changes in the cost of tank maintenance will be just cause for modification of this agreement by either party. This contract does not include the removal of any hazardous waste materials.

This contract is subject to cancellation by the Owner only if notice to cancel is received prior to October 30th in the year preceding the calendar year for which cancellation is desired. Notice of the Cancellation to be delivered by certified mail and signed by three (3) authorized voting officials of the Owner's management and/or government officials.

The parties approving this contract certify that they are fully authorized to do so and that legal requirements have been complied with.

This agreement signed this ¹³24th day of ^{October}~~August~~, 1994.

OWNER

By:


A. E. Shepherd,
Mayor

Witness:

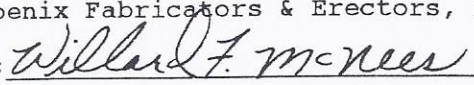

Debra L. Humston

PHOENIX TANK SERVICES

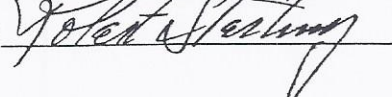
A Division of

Phoenix Fabricators & Erectors, Inc.

By:


Willard F. McNeas,
Executive Vice-President/Secretary

Witness:


J. L. [unclear]

Phoenix Tank Services

A Division of



FABRICATORS AND ERECTORS, INC.

182 SOUTH COUNTY ROAD 900 EAST * AVON, INDIANA 46123 * (317) 271-7002 * FAX (317) 273-1154

July 3, 2007

VILLAGE OF SOUTH LEBANON, OH
99 NORTH HIGH STREET

South Lebanon, OH 45065

Dear VILLAGE OF SOUTH LEBANON, OH:

Phoenix Tank Services, a division of Phoenix Fabricators and Erectors, Inc. ("Phoenix"), is pleased to announce that effective June 29, 2007, Phoenix has entered into an assignment agreement with Utility Service Co., Inc. ("USCI"). Under the agreement, USC Tank Services, a division of Utility Service Co., Inc., will be responsible for providing all your future tank maintenance needs under the Long-Term Repainting and Maintenance Contract. USC Tank Services, a division of one of the nation's premier water storage vessel maintenance organizations, has the experience and resources necessary to continue providing you with the highest-quality maintenance of your water tower that you've experienced in the past with Phoenix.

Going forward, please contact Rob Weaver at 1-800-942-0722 to discuss any issues and to schedule any maintenance work related to your Long-Term Repainting and Maintenance Contract. Also, please forward all payments, when due, under the Long-Term Repainting and Maintenance Contract to: USC Tank Services, Post Office Box 116554, Atlanta, Georgia 30368-6554. For invoices dated prior to June 29, 2007, payment should still be made to Phoenix Tank Services at its address.

Best Regards,

Phoenix Tank Services