BOARD OF PUBLIC AFFAIRS

ORDINANCE NO. 59-2026

AN ORDINANCE AUTHORIZING THE VILLAGE OF LORDSTOWN TO EXECUTE AN AGREEMENT WITH UTILITY SERVICE CO., INC. FOR MAINTENANCE AND TANK ASSET MANAGEMENT OF VILLAGE-OWNED WATER STORAGE TANK AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That, pursuant to Ohio Revised Code Section 9.29 and Section 735.054, the Board of Public Affairs recommends that the Village of Lordstown enter into a Master Services Agreement (Scope of Work No. 3) with Utility Service Co., Inc., for an annual fee of Sixty-Six Thousand Four Hundred Forty-Eight and 00/100 Dollars ($66,448.00) for the first year (each contract year thereafter, the annual fee shall be adjusted to reflect the current cost of service, however, limited to a maximum of five percent annually), as more specifically detailed in the Scope of Work No. 3 (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated in and made a part of this Ordinance).

Section II: That the Council of the Village of Lordstown concurs with the recommendation of the Board of Public Affairs and hereby authorizes and directs the Mayor and Clerk to execute the agreement with Utility Service Co., Inc.

Section III: That payment for such services shall be paid from the 601.353.52239 Miscellaneous Contractual Account.

Section IV: That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare, and for the further reason that this contract must be executed in a timely manner to secure the services provided therein.

Section V: That the passage of this Ordinance and all deliberations relating to the passage of this Ordinance were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed in Council this 19 day of October 2026.

_____, Mayor

_____, Clerk

{00467908-1}
4930-8995-1933, v. 1

BOARD OF PUBLIC AFFAIRS

RESOLUTION NO. 2026-4

A RESOLUTION RECOMMENDING THAT VILLAGE COUNCIL AUTHORIZE THE VILLAGE OF LORDSTOWN TO EXECUTE AN AGREEMENT WITH UTILITY SERVICE CO., INC. FOR MAINTENANCE AND TANK ASSET MANAGEMENT OF VILLAGE-OWNED WATER STORAGE TANK

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC AFFAIRS OF THE VILLAGE OF LORDSTOWN, COUNTY OF TRUMBULL, STATE OF OHIO:

Section I: That, pursuant to Ohio Revised Code Section 9.29 and Section 735.054, the Board of Public Affairs recommends that the Village of Lordstown enter into a Master Services Agreement (Scope of Work No. 3) with Utility Service Co., Inc., for an annual fee of Sixty-Six Thousand Four Hundred Forty-Eight and 00/100 Dollars ($66,448.00) for the first year (each contract year thereafter, the annual fee shall be adjusted to reflect the current cost of service, however, limited to a maximum of five percent annually), as more specifically detailed in the Scope of Work No. 3 (a copy of which is attached hereto as **Exhibit "A"**, the terms of which are incorporated in and made a part of this Resolution).

Section II: That the passage of this Resolution and all deliberations relating to the passage of this Resolution were held in open meetings in accordance with the provisions of Ohio Revised Code Section 121.22.

Passed by the Board of Public Affairs this 18th day of August, 2026.

_____, Trustee

_____, Trustee

_____, Trustee

_____
Clerk of the Board of Public Affairs

{00467910-1}
4899-2508-5885, v. 1

SCOPE OF WORK NO 3

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

VILLAGE OF LORDSTOWN, OH

WATER TANK MAINTENANCE – 3,000,000 GALLON COMPOSITE – LORDSTOWN COMPOSITE HYDROPILLAR 3MG TANK

1. **Effective Date.** The Effective Date for this Scope of Work No. 3 ("SOW3") shall be January 1, 2027.

2. **Term.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **3,000,000** gallon water storage tank located at **7300 Tod Avenue SW, Warren, Ohio 44481** (hereinafter, "the Tank"). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW3 will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOW3, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW3 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The professional services entail maintenance activities. Maintenance activities are collectively referred to as "the Services" in this SOW3 and include the following:

    a. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
    b. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank 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 before returning the Tank to service. Rotate washouts and ROV inspections.
    c. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this SOW3. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.

    d. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the

EXHIBIT A

existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of Ohio** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.

e. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW3. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
f. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW3. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
g. When the Tank is taken out of service, 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. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
h. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW3. The first Annual Fee shall be **$66,448.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.

5. **Payment Terms and Late Charges.**
    a. The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **on April 1, 2027.**
    b. **Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on January 1 of each Contract Year thereafter.**
    c. If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company will charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW3 without notice. Any late fee will be 1.5% per month.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this SOW3.

7. **Structure of Tank, Tank Site Conditions, and Modifications.**
    a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
    b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
    c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this SOW3.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW3, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW3. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW3. Said equitable adjustment of the Annual Fees in this SOW3 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

   The work performed under this SOW3 is subject to prevailing wages, and the workers who are performing work under this SOW3 are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this SOW3 will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this SOW3 to the date in which any future work is to be performed under this SOW3, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

9. **Excluded Items.** This SOW3 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW3; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) 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 God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination.**
    a. **This SOW3 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as the Owner:**
        i. pays each Annual Fee to the Company in accordance with the terms herein, and
        ii. does not terminate this SOW3 pursuant to the terms of this Section.
    b. This SOW3 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW3 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.).

11. **Visual Inspection Disclaimer.** This SOW3 is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

12. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW3 exceeds 12% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW3 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

13. **Ohio Revised Code § 9.29.**

a. The Owner is not required to make total payments in a single year that exceed the excess of (a) the Owner's water utility charges over (b) the operating expenses of the water system payable from such charges and the principal, interest, and other debt charges, including reserves and coverage requirements, for outstanding debt due in that year.

b. The work performed under this Agreement shall be performed under the supervision of a professional engineer licensed under Chapter 4733 of the Revised Code, who certifies that the work will be performed in compliance with all applicable codes and engineering standards.

c. If, on the date of commencement of the Agreement, the water tank or appurtenant facilities require engineering, repair, sustainability, water quality management, or service in order to bring the tank or facilities into compliance with federal, state, or local requirements, the Company must provide the engineering, repair, sustainability, water quality management, or service. The cost of the work necessary to ensure such compliance shall be itemized separately and may be charged to the Owner in payments spread over a period of not less than three years from the date of commencement of the Agreement or SOW. The charges shall be paid after provision is made to pay operating expenses and the principal, interest, and other debt service charges, including reserves and coverage requirements for outstanding debt due in that year.

The SOW3 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Village of Lordstown	Utility Service Co., Inc.
By: _____	By: _____
Name: Kirtis Woodward	Name: Bradley Winkeler, P.E.
Title: Mayor	Title: National Director of Operations
Date: 10-21-2026	Date: August 5, 2026

Approved as to form:

_____

Village Solicitor