

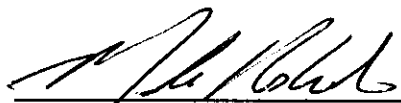
**ORDER: APPROVE SERVICE CONTRACT WITH PETROLEUM
EQUIPMENT FOR MONTHLY TESTING**

Motion was made by Brent Larson, duly seconded by David Rikard, to approve service contract with Petroleum Equipment for monthly testing.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor Larry Gillespie, voted yes
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted yes
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 17th day of May, 2021.



Mike Roberts, President
Board of Supervisors



Sherry Wall, Chancery Clerk



**PETROLEUM EQUIPMENT
SERVICE & REPAIR, INC.**

6272 HIGHWAY 1 S
GLEN ALLAN, MS 38744
662.839.2022 Phone
662.839.2032 Fax

SERVICE CONTRACT

Date: 04-22-2021

Facility ID#: 10934

BETWEEN:

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.

& Lafayette County Maintenance Center, 142 Highway 7 South, Oxford, MS 38655

FULL LEGAL NAME OF COMPANY, ENTITY, OR INDIVIDUAL

Site Contact: Mr. Lynn Varner, 662-816-9703, lynnvarner@hotmail.com

ADMINISTRATIVE:

Ashley Russell
RESPONSIBLE INDIVIDUAL (PRINT)

RESPONSIBLE INDIVIDUAL SSN

RESPONSIBLE INDIVIDUAL (SIGN)

lynnvarner@hotmail.com
UST RESPONSIBLE INDIVIDUAL EMAIL

COMPANY FEIN

arussell@lafayettecoms.com
ACCOUNTS PAYABLE EMAIL

COMPANY BILLING ADDRESS: 142 Highway 7 South, Oxford, MS 38655
STREET CITY, STATE, ZIP

ACCOUNTS PAYABLE PHONE: 662-234-4155 Ashley OWNER PHONE: _____

TERMS: X UPON RECEIPT (DRAFT / CHECK "APPROVAL REQUIRED") BANK: _____

Invoice-Pay by Check Monthly ACCOUNT # _____ ROUTING # _____

RATE: \$ 100.00 tax exempt (MONTHLY TESTING ONLY RATE FOR ANNUALS AND TRI-ANNUALS WILL BE INVOICED AS TESTS ARE COMPLETED AND BASED ON THE AMOUNT AND TYPE OF EQUIPMENT SPECIFIC TO EACH LOCATION. THIS CONTRACT WILL REQUIRE WE PERFORM ALL MDEQ REQUIRED TESTING AT EACH LOCATION.)

PES&R AUTHORIZED OFFICER (PRINT, SIGN, AND TITLE)

NOTE***COPY OF VOIDED CHECK REQUIRED

1) SERVICE DESCRIPTIONS

a. TESTING SERVICES:

- i.** All required annual testing at UST Facility to include:
 - 1.** Automatic Line Leak Detector Testing
 - 2.** Automatic Tank Gauging Inspection
 - 3.** Containment Sump Inspection
 - 4.** Electronic Device Testing
 - 5.** Overfill Prevention Inspection
 - 6.** Shear Valve Testing
 - 7.** Spill Bucket Testing
 - 8.** Annual Line Tightness Testing
- ii.** All cathodic testing at UST Facility to include:
 - 1.** Galvanic (Sacrificial Anode) CP System Evaluation
 - 2.** Impressed Current CP System Evaluation
- iii.** E-mailing completed documents to customer
- iv.** Maintaining a copy of test documents for as long as contract is valid
- v.** Providing documents to the MDEQ upon request
- vi.** Providing additional copies of documents to customer
- vii.** All monthly testing at UST Facility to include:
 - 1.** Groundwater/Vapor Monitoring
 - 2.** Visual Interstitial Monitoring
 - 3.** Electronic Interstitial Monitoring
- viii.** Any 60 day rectifier testing at UST Facility to include:
 - 1.** Maintaining 60 day rectifier log
- ix.** Maintaining records via website with customer login
- x.** Collecting, recording, and analyzing monthly CSLD Reports
- xi.** Unlimited communication between our offices and the MDEQ regarding UST Facilities under contract
- xii.** Compliance management to include:
 - 1.** Compliance Manager (Class A/B Operator)
 - 2.** Clerk training
 - 3.** Maintaining (Class C) Clerk Log
- xiii.** Our company being added to the MDEQ 's distribution list in order to have "real-time" access to your time sensitive MDEQ regulatory requirements.

2) NOT INCLUDED IN CONTRACT:

- a. These prices **do not** cover:
 - i. Meeting with any MDEQ inspector when he/she comes to your location. (We will be glad to meet with them however; you will be invoiced separately for this service.)
 - ii. Repairing any MDEQ Infractions we may find during the course of our inspection. (We will provide you with a failed report and a quote along with a plan of action for repairing the problem.)
 - iii. Repairing any system malfunction we may find during the course of our inspection. (We will provide you with a description of the malfunction and a quote along with a plan of action for repairing the problem.)

3) PRICING

- a. Pricing is on a monthly basis for monthly testing, an annual basis for annual testing, and tri-annual basis for tri-annual testing. All will be drafted from your account.

4) COMPLIANCE MANAGEMENT

- a. Includes registering one of our MDEQ Certified employees with the MDEQ on your behalf to act as compliance manager for your UST Facilities.
- b. Includes training your clerks by ONE method:
 - i. Providing training sessions during our testing visits.

5) LENGTH OF CONTRACT

- a. This contract will become effective upon signing and receipt of the 1st installment payment for deposit.
- b. This contract will begin on the date of this contract of the year signed and ending on the 31st day of December of the same year.
- c. This agreement will automatically renew at the end of each term for a further term unless either party gives the other written notice of termination at least 90 days prior to the end of the relevant term.

6) DEFAULT, REMEDIES:

- a. The default in any payment not being delivered on, or before, due date
- b. Upon the occurrence of any one or more of such events of defaults, Petroleum Equipment Service & Repair, Inc. may, in addition to any other remedies available to us at law or equity, elect to accelerate all payments due immediately.

7) DEACTIVATION, REACTIVATION:

- a. If, at any time during this contract, payment is not made on, or before, it's respective due date, the following action will occur with account:
 - i. Services will be terminated immediately.
 - ii. Initial advance payment will be applied to the account in order to attempt to bring it to a zero balance status.
 - iii. A letter explaining reactivation will be mailed to you.
 - iv. A reactivation fee of \$150.00 will be assessed prior to re-establishing service.

- v. A letter will be sent to the MDEQ informing them of your cancelled services asking them to remove us from your facilities' distribution list.
- vi. No MDEQ documents maintained at our offices will be submitted to you, or the MDEQ if the account is delinquent.

8) UST FACILITY SPECIAL CONSIDERATIONS:

- a. Any facility that has all UST's and lines under TOSI (Temporarily Out of Service Indefinitely) with the MDEQ will qualify for a special rate so long as it's cathodic protection status does not require a 60 day rectifier log to be maintained as well as an annual TOSI inspection.

9) SEVERABILITY:

- a. If any term or provision of this contract shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this contract shall not be affected thereby, but each term and provision of this contract shall be valid and be enforced to the fullest extent permitted by law.

10) APPLICABLE LAW:

- a. This contract shall be construed and enforced in accordance with the laws of the state in which the client operates and the parties agree that any legal proceeding instituted to enforce the provision of this contract shall be maintained in the either State or Federal Court in the State and County in which the client operates. If either party files suit to enforce any of the terms of this contract, the prevailing party shall be entitled to recover its' costs and reasonable attorney's fees from the other party hereto.

11) COUNTERPARTS:

- a. This contract may be executed in counterpart signatures, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, or email, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile, or email, signature page were an original thereof.

12) PERSONAL GUARANTY:

- a. The responsible party listed on page one of this contract has agreed to personally guaranty client's performance of this contract, including the payment of all invoices due hereunder. Guarantor agrees to sign page one acknowledging this capacity.

FACILITY ID NUMBER :

10934

OWNER'S ID :

1120620

OWNERSHIP OF TANK(S):

Lafayette County Chancery Clerk

PO Box 1240

Oxford, MS 38655

Owner Phone :

(662)234-6123

LOCATION OF TANK(S):

Lafayette County Maintenance Shop

142 Highway 7 South

Oxford, MS 38655

County :

Lafayette

Status :

Currently In Use

Capacity :

10000

Substance :

Gasoline

Tank Material of Construction :

Epoxy Coated Steel

Cathodically Protected

Date Closed :

Closure Type :

Tank Installed :

06/15/1990

Spill Protected:

Yes

Overfill Protected:

Yes

Tank Release Detection:

Groundwater/Vapor Monitoring

Status :

Currently In Use

Pipe Type :

Pressurized

Pipe Material of Construction :

Fiberglass Reinforced Plastic

None

Pipe Installed :

06/15/1990

Date Closed :

Type of Closure :

Pipe Release Detection:

Groundwater/Vapor Monitoring

Mechanical

Status :

Currently In Use

Capacity :

10000

Substance :

Disoil

Tank Material of Construction :

Epoxy Coated Steel

Cathodically Protected

Date Closed :

Closure Type :

Tank Installed :

06/15/1990

Spill Protected:

Yes

Overfill Protected:

Yes

Tank Release Detection:

Groundwater/Vapor Monitoring

Status :

Pipe Type :

Pipe Material of Construction :

Pipe Installed :

Date Closed :

Type of Closure :

Pipe Release Detection: