

COUNTY OF FLUVANNA, VIRGINIA
Request for Proposals (RFP) #2016-02
SALE OF COUNTY PROPERTY
COLUMBIA ELEMENTARY SCHOOL (FORMER)
563 Wilmington Road, Palmyra, VA 22963

ADDENDUM # 3:

Reference – Request for Proposal: RFP #2016-02
Title of Request for Proposal: SALE OF COUNTY PROPERTY
Issue Date: September 11, 2015
Bid Due Date and Time: July 24, 2017 (pursuant to Addendum #3)

The above RFP #2016-02 is hereby amended and modified as follows:

1. *All sealed Offers shall be turned in no later 2:00 p.m. EST, July 24, 2017.(pursuant to Addendum #3)*
2. *The attached Contract and subsequent Letter of Agreement between Conterra Ultra Broadband, LLC, Fluvanna County School Board, and Fluvanna County will be incorporated into any sale and the Buyer will be bound by the same terms the County is bound by under such Agreement (EX1).*
3. The following are clarifications from questions received:
 - a. Can you provide additional information regarding the water and sewer on the property?
 - i. *Attached you will find all additional documentation received from the Commonwealth of Virginia Department of Health – Office of Drinking Water(EX2) and the Fluvanna County Health Department – Environmental Health(EX3). Please review and for are more specific questions regarding intended usage, please contact the appropriate professional or agency for additional guidance.*
 - b. Is there lead paint in the building?
 - i. *We currently have no reports or testing to confirm whether there is or is not lead paint in the building. We have reached out to the Fluvanna County Public Schools to see if this information is available. Please contact the appropriate professional for additional guidance.*
 - c. Is there asbestos in the building?
 - i. *Attached you will find the most recent report from TJI Environmental Health Consultants, Inc. dated September 1, 2012(EX4). Please review and for more specific questions, please contact the appropriate professional for additional guidance.*

- d. Are the fire alarms in working order?
 - i. *Fire alarms systems were functioning up to the date when the building was closed and annual tests were done on them when the building was occupied. Please contact the appropriate professional for additional guidance.*
- e. Will the current tax assessments be adjusted?
 - i. *The County's current assessment on this property is being evaluated and will be made available by a future addendum. The County hopes to have this information available by July 13, 2017.*

Note: A signed acknowledgment of this addendum must be received at the location indicated on the RFP either prior to the bid due date and hour or attached to your bid. Signature on this addendum does not substitute for your signature on the original bid document. The original bid document must be signed.

Very truly yours,

Cyndi Toler, Purchasing Officer
Fluvanna County, Virginia
132 Main Street
Palmyra, VA 22963
(434) 591-1930

Name of Firm: _____

BY: _____

Signature of duly authorized representative

Title: _____

Date: _____



November 12, 2014

County of Fluvanna
Attn: Steve Nichols
132 Main Street
Palmyra, VA 22963

Re: Letter of Agreement

Dear Mr. Nichols:

Conterra Ultra Broadband, LLC ("Conterra") and the Fluvanna County School Board (referred to in the Agreement as "Fluvanna County School District") ("Schools") are parties to a Telecommunications Services Agreement ("Agreement") dated February 2, 2012. It has been brought to the attention of Conterra that Columbia Elementary School ("Columbia"), located at 563 Wilmington Road, Palmyra, VA 22936 and Cunningham Elementary School ("Cunningham"), located at 479 Cunningham Road, Palmyra, VA 22963 will be closing as of July 1, 2013. It is the understanding of Conterra that ownership of the respective properties will be transferred to Fluvanna County ("County"). The provision of Services (defined in the Agreement) by Conterra to Columbia and Cunningham has been terminated.

It is Conterra's and the Schools' desire to enter into a Letter of Agreement with the County to provide for their continuing ability to use, access, and maintain (at the sole cost of Conterra and the Schools, respectively) all of their respective equipment on the sites being transferred to the County. To the extent permitted by applicable law, regulation and ordinance and consistent County policy, the County will provide unprivileged necessary or appropriate documentation as reasonably requested by Conterra related to its provision of services as outlined hereunder.

By signing below, the parties agree that Conterra and the Schools will continue to have access and rights to their respective equipment for purposes of providing and maintaining communications services, subject to the following:

1. As of the date of this Letter of Agreement, Conterra's equipment on the sites consists of Conterra's existing poles and wiring associated with the Schools' bus repeater antennas and the Schools' equipment on the sites consists of the Schools' bus repeater antennas and associated wiring and electrical boxes.
2. Conterra shall have the right to operate, replace, modify and add to its equipment on the sites, subject to the County's prior approval, which shall not be unreasonably withheld or delayed, provided that no additional ground space shall be occupied except as reasonably required for wiring on each site between the electrical box, the pole, and the equipment cabinet referred to in the next sentence. Notwithstanding the foregoing, Conterra may

2101 Rexford Road, Suite 200E · Charlotte, North Carolina · 28211
704.936.1806 · 704.936.1801 fax
www.conterra.com



install one equipment cabinet not to exceed 3' x 3' on each site in a location approved by the County for the use of Conterra and the Schools. Upon request by the County, Conterra shall install a perimeter fence secured by a locked gate around the base of each pole. The height, configuration, security and access arrangements for such fence and gate shall be subject to approval by the County.

3. During the term of this Letter of Agreement, the Schools shall have the right to operate, replace, modify and maintain their equipment on the poles, provided that no additional ground space shall be occupied except as reasonably required for wiring on each site between the electrical box, the pole, and the equipment cabinet referred to above. In addition, upon request by the County, Conterra shall allow public safety equipment to be installed, operated, replaced, modified and maintained at any then unoccupied attachment locations on Conterra's poles, subject to Conterra's prior approval, which shall not be unreasonably withheld or delayed. Conterra shall have no obligation to repair, replace or maintain equipment of the Schools, public safety equipment, or any associated wiring or equipment cabinet that is not also used by Conterra. For all purposes of this Letter of Agreement, the term "public safety equipment" shall mean "telecommunications equipment utilized by a public entity for the purpose of ensuring the safety of the citizens of the County and operating within a frequency range of, including but not limited to, 150 MHz, 450 MHz, 700 MHz, 800 MHz, 1,000 MHz, VHF, UHF, and any future spectrum allocations at the direction of the FCC."
4. Conterra shall be entitled to lease space on Conterra's poles for the purposes set forth above to third party users at each site. Such users shall be subject to all terms of this Letter of Agreement. Conterra shall give the County not less than two (2) weeks prior notice of the commencement of any such lease. From and after the commencement of any such lease, Conterra shall pay rental of 20% of actual gross revenue per month to the County with respect to each leased site. Any ground space required by such third party user shall be subject to negotiation of a separate lease between the County and such third party user.
5. The initial term of this Letter of Agreement shall expire on January 31, 2019, provided that so long as the pole on a site is used for equipment serving the Schools and/or public safety equipment, this Letter of Agreement shall automatically renew as to the applicable site for up to three (3) additional and successive five (5) year extension terms. In the event that a pole is no longer used for equipment serving the Schools or public safety equipment, this Letter of Agreement shall not automatically renew as to the applicable site, but Conterra shall have the right to extend this Letter of Agreement as to the applicable site for up to three (3) additional and successive five (5) year extension terms after January 31, 2019, by giving the County notice in writing of Conterra's election to extend at least six (6) months prior to the expiration of the initial term or the then current extension term. Conterra and the Schools shall remove their respective equipment from each site within ninety (90) days after the termination or earlier expiration of this Letter of Agreement as to such site. At such time as a pole is no longer used for equipment serving the Schools or public safety



equipment, Conterra shall have the right to terminate this Letter of Agreement as to the applicable site upon at least three (3) months prior notice to the County.

6. The Schools shall relocate the electrical boxes serving the equipment currently located inside each school building to an exterior location approved by the County within three (3) months following the full ratification of this Letter of Agreement. Such electrical boxes shall be metered separately from any other service to the site and paid directly to the utility provider by the users of the equipment served. The Schools and Conterra shall be responsible for the allocation of such charges among any parties with equipment served by the electric utility.
7. Subject to the prior approval of Conterra and the Schools, which shall not be unreasonably withheld or delayed, Conterra and the Schools shall relocate all or any portion of their equipment on a site, including but not limited to the pole, to another location designated by the County in the event that the County determines that the location of such equipment interferes with the future use or development of such site. In the event that either site is divided or the subject of any boundary adjustment, the site referred to in this Letter of Agreement shall thereafter consist only of the parcel of real property on which the equipment is physically located.
8. Conterra and the Schools shall be allowed 24x7x365 access to the sites as necessary to inspect, repair and maintain their respective equipment. Conterra and the Schools shall maintain their respective equipment and immediately adjacent areas at all times in good, safe and sightly condition, and shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to their operations, the sites, and the equipment. Conterra and the Schools shall be solely responsible for obtaining and maintaining any and all permits and approvals, including but not limited to site plan approvals, special use permits and building permits, necessary for their respective continued or future operations at the sites under this Letter of Agreement. Conterra and the Schools expressly acknowledge that their access and rights under this Letter of Agreement are subject to the terms of the zoning ordinance of Fluvanna County, including but not limited to the regulations of the applicable zoning district and of telecommunications facilities, and that, without limitation, any change in use, expansion in use, addition of poles, or switching out of antennas that falls under the domain of such ordinance would require a special use permit as indicated in the ordinance. All work by Conterra and the Schools shall be carried out in a good and workmanlike manner. Conterra and the Schools shall pay all costs of work promptly when due and shall not allow any lien to attach to all or any portion of the sites. Access, parking and utilities shall be in locations designated by the County and may be relocated from time to time.
9. Conterra, and the Schools until such time as the Schools cease to have equipment on the site, shall maintain at all times, and provide annually and at other times upon request certificates of, liability insurance with a minimum limit of liability of \$1,000,000.00 combined single limit for bodily injury or death/property damage arising out of any one



occurrence covering their respective activities at the sites and naming the Schools, the County and any successor owner(s) of the sites as additional insured(s). Conterra shall cause any third party to whom space on a pole is leased to maintain and provide evidence of insurance as set forth herein. Nothing contained in this paragraph shall be deemed to be a waiver of sovereign immunity by the County or the Schools.

10. Conterra agrees to indemnify, defend and hold harmless the Schools, the County, and their respective board members, employees, agents and representatives, harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonably attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of Conterra's equipment or Conterra's breach of any provision of this Letter of Agreement, except to the extent attributable to the negligent or intentional act or omission of the indemnified party. This indemnification shall survive the expiration or other termination of this Letter of Agreement.
11. Conterra and any third party to whom Conterra leases space on Conterra's poles shall install only such after-installed equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards.
12. The rights and obligations of the County may be freely assigned, in whole or in part, to any successor owner of each site. Upon reasonable request and without delay, Conterra and the Schools agree to execute a form of mechanics' lien affidavit, estoppel certificate and/or subordination and non-disturbance agreement for the benefit of any purchaser of or lender to be secured by portion of a site affected by this Letter of Agreement.
13. Conterra will have the right to assign, sell or transfer its rights and obligations under this Letter of Agreement, in whole or part, without the County's consent, to any entity that acquires all or substantially all of Conterra's assets in the market as defined by the Federal Communications Commission in which the applicable site is located. Upon notification to the County following such assignment, transfer or sale, Conterra will be relieved of all future performance, liabilities and obligations to the extent of such assignment, transfer or sale. Tenant may not otherwise assign this Agreement without Landlord's prior written consent, which shall not be unreasonably withheld.
14. Nothing contained in this Letter of Agreement shall be deemed to affect or limit the County's legislative discretion in its capacity as governing body of Fluvanna County, Virginia or the County's right to issue any notices of violations with respect to the subject matter of this Letter of Agreement, including but not limited to notices of zoning violations. Nothing contained in this Letter of Agreement shall be deemed to require the County to issue any permit or governmental approval with respect to the subject matter of this Letter of Agreement.



15. Conterra is a South Carolina limited liability company authorized to do business in the Commonwealth of Virginia and shall maintain such authorization at all times during the term of this Letter of Agreement.
16. This Letter of Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state courts of and for Fluvanna County, Virginia and waive any objections to venue, jurisdiction or claims of inconvenient forum with respect to such courts.
17. In addition to any other remedies, the substantially prevailing party in any litigation arising hereunder shall be entitled to recover its reasonable attorneys' fees, costs and expenses incurred from time to time at all levels of proceedings, including appeals, collections and bankruptcy.
18. This Letter of Agreement shall bind and inure to the benefit of the parties, their respective successors and assigns with respect to the subject matter hereof.
19. This Letter of Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same agreement.
20. Notices under this Letter of Agreement shall be deemed sufficient if in writing and sent by first-class mail, postage prepaid, or nationally recognized overnight courier, postage prepaid, to the parties and addresses set forth below, or such other address as the applicable party shall direct in writing:

a. Conterra Ultra Broadband, LLC
 ATTN: Angela C. Lee, VP Corporate Counsel & Secretary
 2101 Rexford Road, Suite 200E
 Charlotte, NC 28211
 telephone: 704-936-1806
 email: alee@conterra.com

b. Fluvanna County School Board
 ATTN: Josh Gifford, Network Administrator
 14455 James Madison Highway
 Palmyra, VA 22963
 telephone: 434-591-2061
 email: jgifford@mail.fluco.org

c. Fluvanna County
 ATTN: *Joe Rodish, Purchasing Officer*
 P. O. Box 540 (street: 132 Main Street)



Palmyra, VA 22963
telephone: 434-591-1930
email: jcodish@fluvanna-county.org

Notwithstanding any provision of the Agreement to the contrary, Conterra's and the Schools' rights and obligations with respect to the Cunningham and Columbia sites shall hereafter be solely as set forth in this Letter of Agreement.

The County is not a party to the Agreement and shall have no responsibility thereunder, its rights and obligations to Conterra and the Schools with respect to the Cunningham and Columbia sites being solely as set forth in this Letter of Agreement.

AGREED AND ACCEPTED BY:

Conterra Ultra Broadband, LLC

Angela Lee
VP, Corporate Counsel & Secretary

Fluvanna County

Steven M. Nichols
County Administrator

Fluvanna County School Board

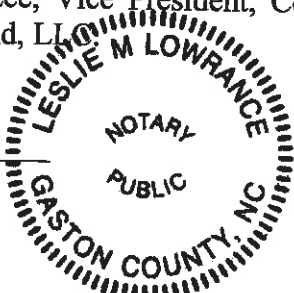
Name:
Title: SCHOOL BOARD CHAIR

AL/tg

STATE OF North Carolina

CITY/COUNTY OF Mecklenburg, to-wit:

The foregoing instrument was acknowledged before me this 6th day of October, 2014, by Angela Lee, Vice President, Corporate Counsel and Secretary, on behalf of Conterra Ultra Broadband, LLC


Notary Public

[SEAL]



My commission expires: August 19, 2017
Notary registration number:

COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fluvanna, to-wit:

The foregoing instrument was acknowledged before me this 17 day of December, 2014, by Steven M. Nichols, County Administrator, on behalf of Fluvanna County, Virginia.

Kelly Belanger Harris
Notary Public

[SEAL]

My commission expires: 8/31/18
Notary registration number: 758754





COMMONWEALTH OF VIRGINIA

CITY/COUNTY OF Fluvanna to-wit:

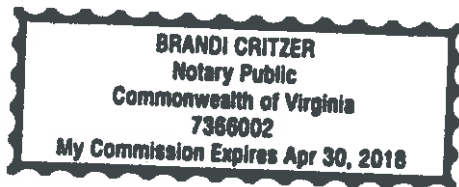
The foregoing instrument was acknowledged before me this 2 day of November, 2014 by Gena C. Keller, Superintendent (title), on behalf of Fluvanna County School Board.

Brandi Critzer

Notary Public

[SEAL]

My commission expires: April 30, 2018
Notary registration number: 7366002



WAN TELECOMMUNICATIONS SERVICE AGREEMENT

This Telecommunications Service Agreement (the "Agreement") is entered into as of this 2nd day of February, 2012 (the "Effective Date"), by and between Conterra Ultra Broadband, LLC ("CONTERRA"), a limited liability company organized under the laws of the State of South Carolina, with its principal place of business located at 2101 Rexford Road, Suite 200E, Charlotte, North Carolina, 28211, and Fluvanna County School District ("CUSTOMER"), with its principal place of business located at 14455 James Madison Highway, Palmyra, VA 22963. This Agreement sets forth the terms and conditions under which CONTERRA will deploy and provide certain telecommunications and related services described herein (the "Services") for the CUSTOMER and CUSTOMER'S employees, agents and students. CONTERRA and CUSTOMER may be individually referred to herein as "party" or collectively as "parties."

DEFINITIONS

"USAC" shall mean the Universal Service Administrative Company that administers the Universal Service Fund under the Federal Telecommunications Act of 1996, including the Schools and Libraries Division ("SLD") thereof.

"E-Rate" shall mean the Schools and Libraries Universal Support Mechanism administered by the Schools and Libraries Division ("SLD") of USAC.

"E-Rate Discount" shall mean the discount percentage approved by SLD for the current Funding Year, as defined by SLD, as shown on the Funding Commitment Decision Letter, and for which SLD agrees to provide E-Rate Funding.

"E-Rate Funding" shall mean (i) the agreement by SLD to provide funds through E-Rate to CUSTOMER to subsidize the provision of the Services to CUSTOMER, and (ii) the funds so provided.

"FCDL" shall mean the Funding Commitment Decision Letter issued by SLD to the CUSTOMER and CONTERRA notifying CUSTOMER and CONTERRA of approval by SLD of E-Rate Funding.

"Certification" shall mean the verification by CONTERRA, as acknowledged by CUSTOMER, that the Services meet the performance requirements set forth in Attachment A.

"Deficient Minutes" shall be the total number of minutes in a calendar month that are in excess of the number of minutes of path non-availability permitted by the terms of the Services level standards that CONTERRA is required to meet under the terms of this Agreement.

"Deficiency Credit" shall mean an amount equal to the total number of Deficient Minutes in the calendar month for which such Deficiency Credit is sought multiplied by a fraction of which the numerator is the Monthly Service Fee and the denominator is the number of minutes in the relevant month.

"Infrastructure" shall mean the CONTERRA-owned service delivery Infrastructure deployed and maintained by CONTERRA and used in the provision of the Services to CUSTOMER.

"Service Locations" shall mean the location(s) specified in Attachment A at which Service and Infrastructure is deployed.

"Non-Recurring Charge" shall mean that portion of the total charge for the provision of the Services under this Agreement that is designated as the non-recurring charge listed on Attachment A for the use of the Service.

"Monthly Service Fee" shall, during the Initial Term and any extension hereof contemplated by Section 9 of this Agreement, mean the monthly service charge listed on Attachment A. Following the Initial Term and the expiration of any such extensions, the "Monthly Service Fee" shall mean the then current month-to-month service rate set by CONTERRA upon thirty (30) days prior written notice to CUSTOMER.

"Net Discounted Monthly Service Fee" shall mean an amount equal to the Monthly Service Fee less the

E-Rate Discount Amount.

"Outage Event" shall mean any outage or other loss of the Services, other than any outage that (i) is not reported by CUSTOMER to CONTERRA within five (5) days of occurrence, (ii) is less than one (1) hour in duration, (iii) is attributable to CONTERRA's scheduled network maintenance, (iv) is attributable to failure or outage of related telephone circuits (whether ordered by CONTERRA or CUSTOMER), (v) results from CUSTOMER's applications, equipment or facilities, (vi) results from any act or omission of CUSTOMER or any user of CUSTOMER's equipment or account, or (vii) is due to or occasioned by any riots, wars, acts of enemies, national emergency, acts of vandalism, strikes, floods, fires, hurricanes, tornados, acts of God, or by any other cause not within the control of CONTERRA that by the exercise of reasonable diligence CONTERRA is unable to prevent, (viii) results from CONTERRA not having been granted site access by the CUSTOMER, or (ix) results from CUSTOMER'S unauthorized use of equipment or the Services.

"Site Access" shall mean twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year ("24x7x365") access to CUSTOMER premise(s) provided to CONTERRA for routine or emergency maintenance of the CONTERRA network.

"Service Window" shall mean 7:00 a.m. through 5:00 p.m. local time where the Services are being provided, Monday through Friday, excluding federal holidays and other non-work days.

TERMS AND CONDITIONS

1. Conditions of this Agreement

- (a) The parties acknowledge that this Agreement is contingent upon CUSTOMER obtaining E-Rate Funding for this project from the SLD.

2. The Service, Deployment and Access.

- (a) The Services. Subject to and in accordance with the terms and conditions of this Agreement, CONTERRA shall provide to CUSTOMER at mutually-agreeable CUSTOMER'S designated locations the Services as defined in Attachment A hereto.
- (b) Deployment. CONTERRA, its agent(s) or contractor(s) shall schedule deployment meetings with the CUSTOMER. CONTERRA shall deploy the CONTERRA-owned service infrastructure. CUSTOMER's appointed representative must be present on a regular basis during deployment to be performed by CONTERRA. CONTERRA assumes no liability for files, data, or other information that may be lost on CUSTOMER'S computer system during the deployment process and CUSTOMER agrees to hold CONTERRA harmless for all such lost files, data and other information. After deployment and during the term of this Agreement, CUSTOMER shall provide CONTERRA with 24x7x365 access to CUSTOMER'S premise(s) to inspect, repair and maintain CONTERRA's infrastructure. Upon termination or expiration of this Agreement, or disconnection of the Services, CUSTOMER shall be obligated to return the Infrastructure to CONTERRA or to provide CONTERRA with access to CUSTOMER'S premise(s) to recover such Infrastructure as CONTERRA in its sole discretion shall decide. CONTERRA shall not be held liable for, nor will CONTERRA restore or reconfigure the CUSTOMER'S new or existing network components after de-deployment. Even if the Infrastructure (or any portion of the Infrastructure) is or becomes physically attached in any manner to real estate at the Service Location (including any building on such real estate), in no event will the Infrastructure be deemed to be affixed to or as a part of such real estate. Rather, the Infrastructure is and shall remain CONTERRA's personal property. Alternatively, as a common carrier, CONTERRA may opt to leave the Infrastructure at the Service Locations to continue providing services to others. In such event, CONTERRA may continue to make any substitutions to or modifications of and to maintain the Infrastructure. The Infrastructure shall not be for the exclusive use of the CUSTOMER, but may be used by CONTERRA as CONTERRA shall decide. Throughout the useful life of the Infrastructure , CUSTOMER shall supply (or cause to be supplied) electricity to that Infrastructure and CUSTOMER grants CONTERRA an exclusive, non-revocable license and easement to use those parcels of real property that CONTERRA deems necessary to install, operate and maintain certain poles and antennas thereon and to place certain buildings or enclosures thereon and such Infrastructure as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's

business. In addition, CUSTOMER grants to CONTERRA an exclusive right to deploy transmission cables and lines between the Infrastructure and between the Service Locations in connection with CONTERRA's use, maintenance, and operation of the Infrastructure . The license or easement granted shall include and also be classified, and documented if necessary, as a leasehold interest for the limited purpose of CONTERRA gaining access to CUSTOMER property to construct, maintain, modify and service CONTERRA-owned and/or provided Infrastructure , thus enabling CONTERRA to comply with State and local construction laws and contractor requirements. As a common carrier, CONTERRA may utilize all of the CONTERRA-owned Infrastructure to serve other customers, and for internal communications for the management and maintenance of its network. It is expressly understood that all rights granted to CONTERRA under this license are irrevocable until thirty years after the expiration or earlier termination of this Agreement, any Amendment thereto, or the provision of Services. CONTERRA may use the Infrastructure and real property for any activity in connection with the provision of other communication services as CONTERRA determines may be necessary or compatible with the conduct of CONTERRA's business. CONTERRA may make any substitutions to or modifications of the Infrastructure as it determines may be necessary or compatible with the conduct of CONTERRA's business. In addition, CONTERRA may lease space on its Infrastructure to a third party.

- (c) Governmental Approval. CONTERRA shall use commercially reasonable efforts to procure, process, or to receive any governmental licenses, permits, consents or approvals necessary for the deployment of the Infrastructure ("Authorizations"). CUSTOMER shall cooperate fully with CONTERRA in order to secure any such Authorizations. In the event that CONTERRA is unable to secure any such Authorizations within a reasonable time and at a reasonable cost (as determined by CONTERRA in its reasonable judgment), CONTERRA may terminate this Agreement by notifying CUSTOMER. All work hereunder which is required by the law of the state within which CUSTOMER is located to be performed by a licensed contractor shall be performed by an appropriately licensed contractor.
- (d) Changes in Deployment. Attachment A includes network design that CONTERRA has determined is necessary to provide the Services to CUSTOMER as required by this Agreement. In the event that CUSTOMER requests that CONTERRA modify that design then CUSTOMER shall be responsible for all costs and related charges associated with any such request. CONTERRA shall only change the design referenced in Attachment A in response to a properly authorized written directive from CUSTOMER.
- (e) Change Order. Any changes requested or required by the CUSTOMER that differ from the network design specified in Attachment A must be properly authorized in a written directive from CUSTOMER. CUSTOMER shall pay, as a relocation or reconfiguration fee, CONTERRA's actual out-of-pocket cost and the cost of all labor and services of any such relocation or reconfiguration ("Costs") plus an additional twenty percent (20%) of the Costs.
- (f) Scalable Broadband Services. CONTERRA's network may be expanded and capacity increased at any time during the term of this Agreement to meet CUSTOMER's requirements. CUSTOMER shall request specific service upgrades based on pricing quoted at time of request. CUSTOMER may add sites (subject to changes in pricing and/or fees) at any time during the term of this Agreement.

3. CONTERRA Service Levels, Support, Maintenance and Indemnification

- (a) Availability Commitment. CONTERRA custom engineers each network solution up to 99.995% availability. CONTERRA shall use commercially reasonable efforts to maintain Services availability for the CUSTOMER 100% of the time, except during Outage Events. At CUSTOMER's request, CONTERRA shall calculate the Deficiency Credit for any calendar month. CONTERRA shall credit to CUSTOMER's account as a refund the Deficiency Credit upon written request by CUSTOMER.
- (b) Latency Commitment. CONTERRA's goal is for round-trip transmissions between designated end-points to average thirty-five (35) milliseconds or less except during Outage Events ("Latency Commitment"). The foregoing Latency Commitment is measured by averaging sample measurements taken during the Service Window between hub routers. Upon written request of CUSTOMER, for each minute in the Service Window during a calendar month for which CONTERRA fails to satisfy its Latency Commitment, CONTERRA shall credit to CUSTOMER's account as a refund the total number of latency minutes divided by the total number of minutes during the Service Window in that month.

- (c) Packet Loss Commitment. CONTERRA's network packet loss between designated end-points shall be limited to 2% or less each day except during Outage Events ("Packet Loss Commitment"). Packet loss is measured by standard, industry-accepted methods and measured during the Service Window between designated end-points. Upon written request of CUSTOMER, for each minute in the Service Window for which CONTERRA fails to satisfy its Packet Loss Commitment during a calendar month, CONTERRA shall refund the total number of minutes where there was a packet loss of more than 2% divided by the total number of minutes during the Service Window in that month.
- (d) CUSTOMER Reporting Commitment. CONTERRA shall provide CUSTOMER at least forty-eight (48) hours advance notice of scheduled outages for network maintenance. The standard weekly maintenance window is Monday through Sunday from 1:00 a.m. to 6:00 a.m. local time. Notice of other scheduled maintenance outages will be provided to CUSTOMER's designated point of contact by telephone, e-mail, fax, or pager as elected by CONTERRA.
- (e) Credit Limit. In no event shall CUSTOMER's total credits for any calendar month exceed the Monthly Service Fee.
- (f) CONTERRA Support. CONTERRA shall, at its option and convenience, repair or replace any Infrastructure not functioning in accordance with CONTERRA'S published specifications for the Services. CONTERRA shall not provide technical support, maintenance, repair or deployment service for CUSTOMER's software, hardware or equipment unless CONTERRA, in its sole discretion, agrees to do so in a separate written contract. CONTERRA shall provide CUSTOMER support for use of the Services only as, when, and to the extent CONTERRA deems appropriate from time to time in its sole discretion. CUSTOMER support will be available on a commercially reasonable basis via telephone, via electronic mail or through CONTERRA's Internet site (www.conterra.com) ("Internet Site"). Telephone numbers for such CUSTOMER support are posted on the CONTERRA Internet Site and are included in Section 7 of this Agreement. If CUSTOMER'S use of the Services requires that CONTERRA visit CUSTOMER'S premises for assistance, repair, deployment or connection, CONTERRA shall be entitled to charge CUSTOMER CONTERRA's then prevailing labor rates and related costs for each such visit, and CUSTOMER agrees to pay CONTERRA such charges. CONTERRA does not undertake to correct or repair, and shall have no responsibility for the correction or repair of, software, hardware or equipment that CONTERRA does not supply. CONTERRA will undertake commercially reasonable network management, traffic analysis, operational procedures and user policies to support the service level standards provided in this Section 3.
- (g) CONTERRA Response Times. CONTERRA shall provide a CUSTOMER support service contact point. CONTERRA shall respond within an average of four (4) hours to any CUSTOMER notification, made to this contact point, of any failure of any Infrastructure to meet CONTERRA'S published specifications for the Services.
- (h) Indemnification. CONTERRA agrees to indemnify and hold harmless CUSTOMER, and its board members, employees, agents and representatives (collectively, "CUSTOMER Indemnities") against any and all costs, claims, liabilities or expenses that any of the CUSTOMER Indemnities may incur as a result of, or arising out of, or related to CONTERRA'S willful, negligent, tortious or criminal acts or omissions. In the event of any claim, which, if true, would be subject to indemnification hereunder, CUSTOMER or the affected CUSTOMER Indemnities shall notify CONTERRA and CONTERRA shall cooperate in their defense at CONTERRA's cost and expense.

4. CUSTOMER'S Obligations.

- (a) FCC Form 471 Application Review. CUSTOMER shall promptly notify CONTERRA of any PIA review, Selective Review, audit, or other contact from the SLD during review of its FCC Form 471 Description of Services Ordered which may affect the availability or amount of funds due from the SLD during the term of this Agreement, including any extensions hereof. CUSTOMER shall comply with SLD requests for additional or clarifying information according to E-Rate program rules as established by the FCC and administered by USAC.
- (b) Certification of Services and FCC Form 486. CUSTOMER shall provide prompt acknowledgement of the Certification by CONTERRA of the Services when CONTERRA demonstrates the performance of the Infrastructure in accordance with Attachment A. CUSTOMER shall promptly file FCC Form 486 Receipt of Service Confirmation with USAC. Failure to file the Form 486 in a timely manner may result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder.

(c) Payment

- i. Non-Recurring Charge. Upon Certification of the Services, CONTERRA shall invoice CUSTOMER the applicable Non-Recurring Charge specified in Attachment A of this Agreement, discounted by the percentage rate of CUSTOMER's E-Rate Discount as shown on the then-current FCDL or CUSTOMER's Form 471 application, if not yet funded. The balance of such funds shall be paid through the E-Rate program, and CUSTOMER appoints CONTERRA its attorney-in-fact to take such actions as are reasonably necessary to collect the undiscounted portion of the Non-Recurring Charge. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.
 - ii. Monthly Service Fee. CONTERRA shall invoice CUSTOMER each month in advance the Monthly Service Fee as shown in Attachment A of this Agreement discounted by the percentage rate of CUSTOMER's E-Rate Discount as shown on the then-current FCDL or CUSTOMER's Form 471 application, if not yet funded. The balance of such funds shall be paid through the E-Rate program, and CUSTOMER appoints CONTERRA as its attorney-in-fact to take such actions as are reasonably necessary to collect the undiscounted portion of the Monthly Service Fee. If applicable, CONTERRA will invoice CUSTOMER on a per site basis until all sites are operational.
 - iii. Collection of SLD Funds. CONTERRA will be responsible for collection of the E-Rate Discount from SLD by filing an FCC Form 474 Service Provider Invoice.
 - iv. CUSTOMER Ultimately Responsible. NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ONLY THE NET DISCOUNTED FEES AS CALCULATED IN ITEM 4 (c) i. and ITEM 4 (c) ii. ABOVE.
 - v. Failure To Pay. If CUSTOMER fails to pay the Monthly Service Fee within thirty (30) calendar days of the due date, CONTERRA may impose a late fee or disconnect the Services, or both, in its sole discretion. CUSTOMER shall pay CONTERRA such late fees. CONTERRA's late payment fee shall be five (5%) of the Monthly Service Fee.
 - vi. Re-connect. If CUSTOMER disconnects the Services or if CUSTOMER'S Services are disconnected due to nonpayment or other breach of this Agreement, and if CONTERRA subsequently agrees to reconnect the Services, CUSTOMER may be charged a fee for reconnecting and reinstalling the Services. Such fee shall be equal to one hundred percent (100%) of the then applicable Monthly Service Fee.
 - vii. Charges for other services or goods. From time to time CUSTOMER may decide to select additional services or purchase additional goods offered by CONTERRA or by third parties. The Monthly Service Fee does not cover any such services and goods, and the CUSTOMER shall be charged separately for them. CUSTOMER agrees to pay for such other services and goods that it selects or purchases.
 - viii. Taxes. CUSTOMER shall pay all federal, state and local taxes, fees, charges, surcharges or similar exactions imposed on the Services and/or products that are subject of this Agreement including but not limited to state and local sales, use and gross receipts taxes (collectively, "Taxes").
- (d) E-Rate Applications. CUSTOMER has an obligation to obtain and maintain E-Rate Funding throughout the term of this Agreement. Failure of CUSTOMER to file all appropriate paperwork within established USAC deadlines and perform all administrative tasks to obtain and maintain E-Rate Funding will result in CUSTOMER becoming liable to CONTERRA for the discounted portion of any funds due hereunder. CUSTOMER also agrees it has an obligation to secure and maintain E-Rate Funding for the entire term of the Agreement, notwithstanding the fact that CUSTOMER's FCC Form 470 Description of Services Requested may have been submitted for a single-year rather than multi-year term.
- (e) Utilities. CUSTOMER shall provide electrical services to the CONTERRA Infrastructure as required by CONTERRA.
- (f) Current address and information. CUSTOMER is required, and agrees, to keep CONTERRA notified in a timely manner of any changes in the information CUSTOMER provides to CONTERRA, including information provided when CUSTOMER initiates use of the Services.
- (g) Assignment or Sharing of Service. CUSTOMER may not resell, share, sublicense or otherwise distribute the Services, or any portion thereof, to any third party without the prior written consent of CONTERRA.
- (h) School/Facility Closure. CUSTOMER shall immediately notify CONTERRA if CUSTOMER becomes aware that the school or facility governed by this Agreement will be closed prior to the term of this

Agreement or any extension. CUSTOMER has the duty to notify CONTERRA as soon as CUSTOMER receives such information. CUSTOMER shall be responsible for all costs and fees associated with the school or facility through the end of Agreement or any extension thereof.

5. CUSTOMER'S Warranties, Representations and Indemnification.

- (a) Warranties and Representations. CUSTOMER warrants and represents that CUSTOMER shall use the Services only for the originally intended purpose(s), in accordance with this Agreement, all FCC and USAC rules and regulations, and all applicable laws, and CUSTOMER shall make all payments required herein plus any and all applicable Taxes. CUSTOMER warrants that all funds due from CUSTOMER hereunder have been allocated for the uses contemplated in this Agreement or if they have not been allocated, CUSTOMER believes that such funds will be allocated, that there is no current basis to believe that such funds will not be allocated and that CUSTOMER has taken every necessary step to assure the availability of CUSTOMER funds hereunder.
- (b) CUSTOMER Indemnification. To the fullest extent allowed by law, CUSTOMER agrees to indemnify and hold harmless CONTERRA, its subsidiaries and affiliates, assigns and the members, officers, directors, employees, contractors, agents and representatives of CONTERRA and its subsidiaries and affiliates (together "CONTERRA Indemnities") against any and all costs, claims, liabilities or expenses any of the CONTERRA Indemnities may incur as a result of, or arising out of, or related to: (i) CUSTOMER'S breach of this Agreement or of CUSTOMER'S warranties and representations made herein; (ii) CUSTOMER'S willful, negligent, tortious or criminal acts or omissions; (iii) any improper use of CUSTOMER'S password, name or user name; or (iv) CUSTOMER'S violation of any third party's rights. In the event of any claim, which, if true, would be subject to indemnification hereunder, CONTERRA or the affected CONTERRA Indemnities shall notify CUSTOMER and CUSTOMER shall cooperate in their defense at CUSTOMER'S sole cost and expense. As part of CUSTOMER'S indemnification obligations, CUSTOMER shall reimburse CONTERRA for any costs that CONTERRA incurs, including complaint fees charged by jurisdictional authorities, network or service providers, and investigation expenses, due to complaints filed regarding CUSTOMER'S activity (or activity for which CUSTOMER is responsible) in using the Services.

6. CONTERRA's Ownership of Service Infrastructure, Hardware and Appurtenances.

The Infrastructure, hardware and appurtenances (to include, but not limited to, radios, antennae, support structures, poles, braces, hangers, racks, cabinets, protection devices, cabling, etc.) to be located on CUSTOMER premises by CONTERRA to provide the Services under this Agreement are, and shall remain, the property of CONTERRA. Additionally, such of these items as CONTERRA may request shall be returned to CONTERRA in good and working condition upon the termination or expiration of this Agreement, or the disconnection of CUSTOMER'S Services. CUSTOMER shall use reasonable care to avoid damaging any and all Infrastructure and hardware components of the CONTERRA deployment, and shall not alter, modify, sell, license, lease, assign, encumber, relocate, move or tamper with any of the same. Additionally, CUSTOMER shall be responsible for all costs of repair or replacement of items returned damaged or in poor working condition due to CUSTOMER'S negligence or failure to properly care for said Infrastructure, hardware or appurtenances. CONTERRA reserves the right to make modifications to the hardware so as to allow CONTERRA to make use of the Infrastructure for purposes of providing services to other entities. In the event that CONTERRA elects to leave any Infrastructure on the CUSTOMER'S premises after such termination or expiration hereof, CUSTOMER grants CONTERRA an exclusive license to maintain and access such Infrastructure for the useful life of same and also agrees to allow CONTERRA to purchase electrical service to maintain such Infrastructure at market price for the actual cost of such electrical service used plus an additional twenty percent (20%) of such cost. CONTERRA shall continue to maintain all insurances required hereunder during the duration of this exclusive license.

7. Contact Us.

- (a) Notices. All notices, invoices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given only if and when: (i) personally delivered (including by means of a messenger service), or (ii) by United States first class mail postage prepaid (registered or certified) return receipt requested, or (iii) when delivered (and receipted for) by an

overnight delivery service, in each case addressed to the address set forth in the first paragraph of this Agreement.

- (b) Billing Information, Questions or Concerns. If CUSTOMER has questions or concerns or simply would like more information about the costs CUSTOMER might incur in using the Services or with CUSTOMER'S particular account, CUSTOMER may contact CONTERRA at 1.877.365.6701.
- (c) General Information. For general information about CONTERRA and CONTERRA's services, CUSTOMER may visit the CONTERRA Internet Site or contact CONTERRA at 1.877.365.6701.
- (d) CUSTOMER Support and Service. For CUSTOMER service and support, CUSTOMER may contact CONTERRA via telephone, via electronic mail or via the CONTERRA Internet Site. CUSTOMER shall visit the CONTERRA Internet Site for up-to-date contact information.

8. Disclaimers and Limitation of CONTERRA's Liability.

- (a) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) THE SERVICES, SOFTWARE, DATA AND ANY OTHER SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA UNDER THIS AGREEMENT ARE NOT GUARANTEED TO BE ERROR FREE, UNINTERRUPTED, SECURE OR ALWAYS AVAILABLE OR AVAILABLE WITH SUFFICIENT CAPACITY; (ii) THE USE OF THE SERVICES, THE INTERNET, AND ANY SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA IS AT CUSTOMER'S SOLE RISK; AND (iii) ANY AND ALL CONTERRA SERVICES AND PRODUCTS ARE PROVIDED "AS IS AND AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN WARRANTIES WHICH CANNOT LEGALLY BE EXCLUDED. CONTERRA MAKES NO WARRANTY THAT THE SERVICE WILL WORK ON CUSTOMER'S PARTICULAR COMPUTER, NETWORK OR COMPUTER SYSTEM EXCEPT AS DEFINED BY THE IEEE STANDARD 802.3 DEFINING THE PHYSICAL LAYER AND TRANSPORT LAYER OF ETHERNET. CUSTOMER FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA SHALL HAVE NO RESPONSIBILITY FOR DAMAGE OR DESTRUCTION TO CUSTOMER'S COMPUTER OR NETWORK SYSTEM, DATA, INFORMATION OR INFRASTRUCTURE UNLESS THROUGH NEGLIGENCE ON BEHALF OF CONTERRA; (ii) CONTERRA HAS NO RESPONSIBILITY WHATSOEVER FOR ANY THIRD PARTY CONTENT, DATA, INFORMATION, PROGRAMS OR OTHER MATERIAL THAT CUSTOMER MAY USE WITH OR ACCESS USING THE SERVICES; (iii) IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES, MERCHANDISE AND OTHER INFORMATION PROVIDED THROUGH THE SERVICE OR ON THE INTERNET GENERALLY; AND (iv) IN NO EVENT SHALL CONTERRA BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, ACTUAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS OF ANY KIND WHATSOEVER) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DEPLOYMENT, USE, MAINTENANCE, FAILURE, REMOVAL OR OPERATION OF THE SERVICES, SOFTWARE OR INFRASTRUCTURE PROVIDED BY CONTERRA, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CONTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER AND IN SUCH STATES OR OTHER JURISDICTIONS CONTERRA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- (b) SUBJECT TO THE FOREGOING, CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (i) CONTERRA'S MAXIMUM LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO THE SERVICES WILL BE THE AGGREGATE AMOUNT CUSTOMER HAS ACTUALLY PAID TO CONTERRA FOR THE SERVICE; (ii) CONTERRA HAS ESTABLISHED ITS PRICING FOR THE SERVICES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES; AND (iii) THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND DISCLAIMERS SPECIFIED IN THIS

TELECOMMUNICATIONS SERVICE AGREEMENT SHALL SURVIVE AND APPLY EVEN IF FOUND TO HAVE FAILED THEIR ESSENTIAL PURPOSE. THE FOREGOING IS SUBJECT ONLY TO THE SPECIFIC SERVICE LEVEL STANDARDS AND REMEDIES SET FORTH IN SECTION 3 ABOVE.

9. Term and Termination.

- (a) Services Term of Agreement. The initial term of Services under this Agreement (the "Term") shall begin on November 1, 2012 and, unless earlier terminated as hereinafter provided, shall expire on October 31, 2016 ("Expiration Date"). Upon commencement of Services, CUSTOMER is responsible for and shall provide USAC with the Agreement termination date (within 10 days thereof) via the applicable form(s).
- (b) Extension of Term of Agreement. The initial term or any subsequent term, may be extended by exercising any of the following options:
- (i) CUSTOMER has the option to extend for three (3) extension periods of one (1) year each ("Extension Term"), through the provision of written notice to CONTERRA not less than one hundred eighty (180) days before the Expiration Date or the end of the Extension Term. The Monthly Service Fee shall be adjusted as of the first day of any Extension Term (the "Adjustment Date") so that the Monthly Service Fee shall be increased, but not decreased, by the percentage increase of the Consumer Price Index ("CPI") as measured from the CPI published for January in the calendar year of the commencement of the Service Term to the CPI published for January in the calendar year of the Adjustment Date.
 - (ii) The CUSTOMER may extend the initial contract term, or any extension term if such extension is necessary, to make the term of this agreement coincide with the "funding year" or "implementation period" as defined by E-rate rules.
- (c) Termination by CONTERRA for Loss of E-Rate Funding. The parties acknowledge and agree that this Agreement is contingent upon CUSTOMER filing for and obtaining E-Rate Funding for the Services from the SLD. If E-Rate Funding for this project is not maintained by SLD after the first year of this Agreement, CONTERRA will make all reasonable efforts to maintain Services for CUSTOMER. CUSTOMER may assume full liability for Services or, after the third year of this Agreement, request a re-price of Services. Notwithstanding the above, CONTERRA reserves the right to terminate this Agreement if new payment arrangements cannot be made, and will face no financial penalties by providing prompt written notification of such occurrence to CUSTOMER. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received, without penalty or expense to CUSTOMER of any kind whatsoever; provided, however, that CUSTOMER will remain liable to CONTERRA for any payments attributable to periods for which E-Rate funds have been committed and CUSTOMER shall be responsible for returning the Infrastructure that CONTERRA requests be returned.
- (d) Termination by CUSTOMER. The parties further acknowledge and agree that if the CUSTOMER terminates this Agreement after the network is deployed, CUSTOMER shall pay CONTERRA the cost to de-install the CONTERRA-owned Infrastructure and Service plus the non depreciated fully loaded capital cost incurred in deployment of the network. In such event this Agreement will terminate on the last day of the fiscal period for which commitments were received. In addition, CUSTOMER agrees to not procure services from any other provider which are similar or analogous to services provided under this Agreement for the entire unexpired Initial Term of this Agreement.
- (e) Termination by CUSTOMER. If CONTERRA repeatedly and persistently fails to substantially provide the Services as required by the terms of this Agreement, CUSTOMER may terminate this Agreement by written notice to CONTERRA. CUSTOMER shall give CONTERRA ninety (90) days written notice of such intention to terminate and an opportunity to cure any such default. In the event that CONTERRA commences to cure and diligently pursues cure during that ninety (90) day period, then CUSTOMER may not terminate this Agreement
- (f) Termination by CONTERRA. If CUSTOMER breaches this Agreement, and following a minimum thirty (30) day written notice to CUSTOMER, CONTERRA reserves the right in its discretion to suspend or terminate this Agreement and to disconnect the Services, in whole or in part, with just

cause as provided for by this Agreement, and providing the cause has been fully declared to the CUSTOMER, allowing the CUSTOMER thirty (30) days to cure said cause.

- (g) Termination by CONTERRA. If CONTERRA is unable to secure, lease, or provision a third party intermediary site under reasonable terms and conditions as determined in the sole discretion of CONTERRA, and this site is essential to providing the Services, CONTERRA may terminate this Agreement.
- (h) Termination of Agreement in Order to Seek Alternate Services. In the event that this Agreement is terminated under Section 9, CUSTOMER shall not procure services from any other provider which are similar or analogous to the Services provided under this Agreement for the remainder of the Initial or any then in effect Extension Term of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts of and for Fluvanna County, Virginia and waive any objections to venue, jurisdiction or claims of inconvenient forum with respect to such courts.

11. Mediation. In the event of an alleged breach of this Agreement by CONTERRA or CUSTOMER or in the event of any other dispute arising out of this Agreement and involving CONTERRA and CUSTOMER such breach or dispute initially shall be submitted to nonbinding mediation prior to the institution of any litigation. The parties agree to utilize the services of a retired judge, or other qualified mediator mutually acceptable to both parties.

12. Miscellaneous.

- (a) Entire Telecommunications Service Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and may be amended or modified solely by written agreement signed by each of the parties hereto.
- (b) No Third Party Beneficiaries. This Agreement is not intended to confer and does not confer any rights or remedies upon any person or entity other than the parties to this Agreement and the CONTERRA Indemnified Parties.
- (c) Severability. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect.
- (d) No Assignment. CUSTOMER may not assign this Agreement and CUSTOMER'S rights and obligations under this Agreement may not be assigned in whole or in part without CONTERRA's prior written consent. CONTERRA may freely assign this Agreement.
- (e) CUSTOMER Contact. CUSTOMER shall designate a Representative who shall have the authority to represent and bind the CUSTOMER in all of its dealings with CONTERRA, and shall serve as a contact person in the event that CONTERRA needs to contact the CUSTOMER for any reason. Representative's contact information is as follows:

Name: Josh Gifford

Title: Network Admin

Address: _____

Telephone: 434-591-2061

Facsimile: _____

E-mail: jgifford@mail.fluco.org

- (f) Replacement of CUSTOMER Representative. In the event that CUSTOMER replaces Representative, it shall appoint a new Representative and provide CONTERRA written notice of such change and the new Representative's contact information within five (5) days.
- (g) Site Specific Services. The Services are provided to the sites initially selected by CUSTOMER and

reflected on Attachment A. CUSTOMER may not transfer the Services to another location without CONTERRA's prior written consent (even if CUSTOMER moves to a new place of business).

- (h) Information Availability. CONTERRA shall have no obligation to make any specific information, data, service, programs, newsgroups or other material available through the Services and may block any such material in its sole discretion.
- (i) Policies. CONTERRA's Privacy Policy, Acceptable Use Policy and other policies set forth on the CONTERRA Internet Site from time to time are incorporated herein by reference and are an integral part of this Service Agreement.
- (j) Remedies Non-Exclusive. Wherever a remedy is expressly provided to CONTERRA hereunder, such remedy is intended to add rather than to restrict all of CONTERRA's remedies in law and equity.
- (k) No Waiver. If CONTERRA fails, at any time, to enforce any right or remedy available to it under this Agreement, that failure will not be construed to be a waiver of the right or remedy with respect to that or any other breach or failure by CUSTOMER. Any waiver must be in writing and signed by CONTERRA.
- (l) Counterparts. This Agreement may be executed in separate original counterparts, each of which is deemed to be an original and all of which taken together shall constitute one and the same Agreement.

BY SIGNING BELOW, I AUTHORIZE DEPLOYMENT AND ACKNOWLEDGE THAT I HAVE READ, FULLY UNDERSTAND, AND AGREE TO ALL OF THE PRECEEDING TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT AND THE POLICIES INCORPORATED HEREIN BY REFERENCE.

Fluvanna County School District

Conterra Ultra Broadband, LLC

By: 

By: 

Edward Boeslauer
Name

Van E. Snowdon
Name

Director of Finance
Title

Executive Vice President
Title

2/7/2012
Date

2/7/12
Date

ATTACHMENT A

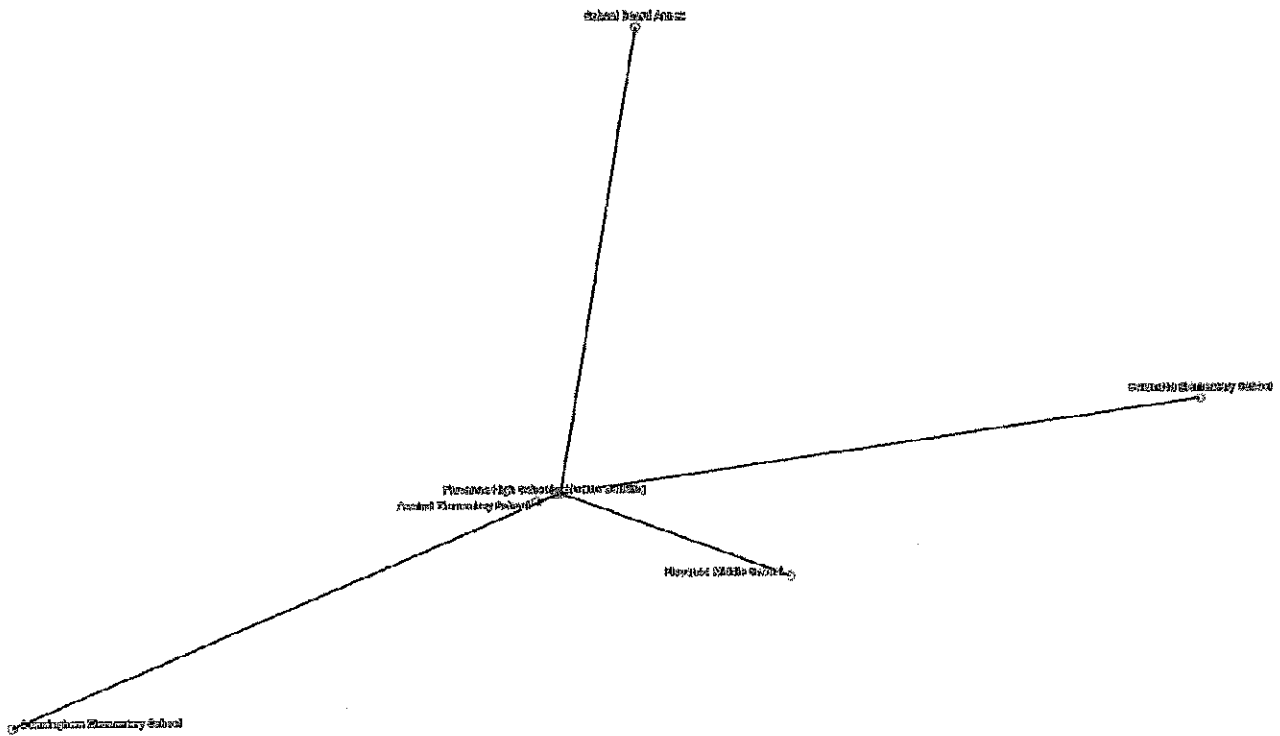
Fluvanna County School District

Narrative Description: Wide Area Network (WAN) Service including 150 Mbps Connections for 6 sites. This service complies with the Schools and Libraries Division's Wide Area Network (WAN) Fact Sheet.				
Quantity	Product or Service Description	Unit Cost (per location)	Extended Cost	
			Monthly Recurring	Non-Recurring
6	150 Mbps Wide Area Network Services (per month)	\$873.08	\$5,238.48	\$0.00

Service Locations				
Name of Site	Address	City	State	Zip
1. Fluvanna High School/Abrams Building	3717 Central Plains Road	Palmyra	VA	22963
2. School Board Annex (Palmyra ES)	14455 James Madison Highway	Palmyra	VA	22963
3. Fluvanna Middle School	9172 James Madison HS	Fork Union	VA	23055
4. Columbia Elementary School	563 Wilmington Road	Palmyra	VA	22963
5. Cunningham Elementary School	479 Cunningham Road	Palmyra	VA	22963
6. Central Elementary School	3340 Central Plains Road	Palmyra	VA	22963

NETWORK DESIGN

Network Design subject to change upon final engineering.



Description of Services

The prices in this contract are based on the following assumptions:

- IT Director and/or Superintendent have authority to approve work plans and Infrastructure locations.
- CUSTOMER provides assistance and support for zoning and building permits as required by the local municipalities.
- CUSTOMER provides site access as required by CONTERRA personnel and contractors and provides contact names, phone numbers, fax numbers and e-mail addresses.
- Antenna structure or building mount installations are not more than 250' from the identified demarcation point.
- CUSTOMER provides two (2) twenty amp, 110 volt dedicated breakers terminated within five (5) feet of Conterra Infrastructure if an exterior location is used and one (1) twenty amp dedicated 110 volt, breaker with a two position receptacle within five (5) feet of Conterra Infrastructure if an interior location is installed.
- CUSTOMER provides connectivity between CONTERRA and CUSTOMER's equipment with a standard Layer 2 interface in the form of an electrical Ethernet RJ45. This point of demarcation (demarc) is to be located at CONTERRA's direction within eight (8) feet of Conterra Infrastructure.
- CUSTOMER provides a free and clear path from the exterior of the building to interior Infrastructure location(s) for all coaxial cable and other necessary cable/wire runs including, but not limited to, building penetrations, inside conduit and proper authorizations from the building owner.
- CUSTOMER provides unobstructed access to the grounds, interior and roof top(s) for Infrastructure location and construction regardless of building ownership. Infrastructure may include, but not be limited to antenna mounting structures, cabinets and wall racks.
- Interior environmental conditions conducive to the proper operations of electronics Infrastructure.
- CUSTOMER's existing back-up power supply, where available, accepts Conterra's Infrastructure.
- All Change Orders will be billed at cost plus 20% and are borne by the CUSTOMER.

Additional Notes on E-Rate Eligible Services

- All infrastructure utilized in the provision of this service belongs to CONTERRA and if physically located at a particular site, is only used as integral component of the eligible Services listed above
- All on-premise Infrastructure which is used by CONTERRA to provide Services listed above is provided by CONTERRA and not by another service provider.
- As clearly indicated in this Agreement, responsibility for maintaining the Infrastructure rests solely with CONTERRA and not with another service provider.
- Ownership of CONTERRA's Infrastructure will not transfer to the CUSTOMER in the future, and as clearly indicated in this Agreement, CUSTOMER does not have an option to purchase the Infrastructure .
- As indicated in Attachment A of this Agreement, all upfront capital charges of CONTERRA's on-premise Infrastructure are less than 67% of the total charges (recurring plus non-recurring) in a year.

- CONTERRA's on-premise Infrastructure will not be used by the CUSTOMER for any other purpose other than to receive the eligible Services listed above.
- CUSTOMER's Local Area Network, if any, is functional without dependence on CONTERRA's Infrastructure.
- As indicated in this Agreement, there is no contractual, technical, or other limitation that would prevent CONTERRA from using its network Infrastructure in part for other customers.



COMMONWEALTH of VIRGINIA

DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER
 Lexington Field Office

Karen Remley, MD, MBA, FAAP
 State Health Commissioner

J. Wesley Kleene, PhD, PE
 Director, Office of Drinking Water

131 Walker Street
 Lexington, VA 24450
 Phone: 540-463-7136
 Fax: 540-463-3892

October 12, 2011

SUBJECT: Fluvanna County
 Water – Columbia District School
 PWSID No.: 2065139

Mr. David Fields
 Fluvanna County Schools
 14455 James Madison Hwy.
 Palmyra, VA 22963

Dear Mr. Fields:

We are in receipt of the lead and copper "first draw" tap sample results for the subject public waterworks located in Fluvanna County. These results were submitted in accordance with Lead and Copper Rule monitoring requirements of the Virginia *Waterworks Regulations* for the January through December 2011 annual reduced monitoring period. A total of five (5) sample results were received.

With these results, your waterworks has now completed an annual reduced monitoring period as defined in the *Waterworks Regulations*. The results of this most recent monitoring are summarized in the table below.

Columbia District School – Lead & Copper Results

Monitoring Period	Lead 90 th Percentile (Action Level: 15 ppb)	Copper 90 th Percentile (Action Level: 1.3 mg/L)
January – December 2011	12.8 ppb – Passed ✓	1.26 mg/L – Passed ✓

Since the above summarized results indicate lead and copper concentrations are below the established Action Levels, your waterworks may now proceed to triennial reduced monitoring. Your next required monitoring will be to collect **five (5) samples during the January 2012 – December 2014 monitoring period between the months of June and September**. Please note that all lead and copper "first draw" tap samples must be collected from the same sampling locations that were used during previous monitoring periods and are approved site locations. If you find it necessary to change any tap sample location, the new location should be of the same tier and category as the initial location and written justification must be submitted to this office.

Recent revisions to EPA's Lead and Copper Rule (Federal Register 40 CFR 141.85) indicate that you are now required to notify the occupants of the lead and copper results for each location in the facility. In addition, you must provide an explanation of the health effects of lead, list steps consumers can take to reduce exposure to lead in drinking water, and water utility contact information. The notification must also provide the maximum contaminant level goal, the action level for lead, and the definitions for these two terms.

Mr. David Fields
Page 2

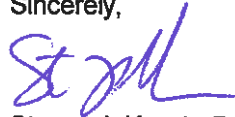
SUBJECT: Fluvanna County
Water – Columbia District School

Notification to occupants must be made by posting and hand delivery to staff as soon as practical but **no later than 30 days from the date of this letter**. To assist you in meeting this new notification requirement, enclosed is a sample results notification letter and a fact sheet that meets the EPA mandatory requirements.

After notification has been completed, you must complete the enclosed "Lead and Copper Results Delivery Certification" form and return it to us along with a sample of the distributed notification. The Certification form and sample copy of the notification must be submitted to us within three (3) months from the end of the monitoring period or no later than **December 31, 2011**. However, we strongly encourage you to return this information **within 30 days** from the date of this letter.

This office remains available to provide assistance to you in complying with the above listed requirements of the Lead and Copper Rule. Should you have any questions, please do not hesitate to contact this office.

Sincerely,



Steven J. Kvech, P.E.
District Engineer

SJK/kl/111012_4
Enclosures

cc: Fluvanna County Health Department – Attn: Dr. Lilian Peake, M.D.

Dear Staff, Parents and Students,

As you may know, Columbia District School is also a public water system because we are responsible for providing you with water at this location and ensuring that the drinking water we provide to you meets state and federal standards. We recently collected drinking water samples for lead and copper. The results of this testing are as follows:

Sample Location	Sample Date	Copper Concentration mg/L	Lead Concentration ppb
Kitchen	9/22/11	1.30	3.1
Kitchen Hand Sink	9/22/11	1.21	3.9
Double Bowl Sink	9/22/11	0.41	21.7
Girls Restroom	9/22/11	0.11	< 2
Water Fountain	9/22/11	0.19	< 2

The 90th percentile lead concentration for our waterworks is 12.8 ppb. The 90th percentile copper concentration for our waterworks is 1.26 mg/L.

What Does This Mean?

Under the authority of the Safe Drinking Water Act, the Environmental Protection Agency (EPA) set the Action Level for lead in drinking water at 15 ppb. This means the public water system must ensure that water from the customer's tap does not exceed this level in at least 90 percent of the sites sampled (90th percentile value). The Action Level is the concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.

Because lead may pose serious health risks, the EPA also set a Maximum Contaminant Level Goal (MCLG) for lead of zero. The MCLG is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

What Are The Health Effects of Lead?

When people come in contact with lead, it may enter their bodies and accumulate over time, resulting in damage to the brain and kidneys, and can interfere with the production of red blood cells that carry oxygen to all parts of your body. The greatest risk of lead exposure is to infants, young children, and pregnant women. Lead in water can be a special problem for infants, whose diets may be mostly liquids, such as baby formulas or concentrated juices mixed with water. Smaller bodies can absorb lead more rapidly than bigger ones, so amounts of lead that won't hurt an adult can be very harmful to a child and scientists have linked the effects of lead on the brain with lowered IQ in children. During pregnancy, the child receives lead from the mother's bones, which may affect brain development. Adults who drink this water over many years could develop kidney problems or high blood pressure.

What Are The Sources of Lead?

The primary sources of lead exposure for most children are deteriorating lead-based paint, lead-contaminated dust, and lead-contaminated residential soil. Exposure to lead is a significant health concern, especially for young children and infants whose growing bodies tend to absorb more lead than the average adult. If you are concerned about lead exposure, parents should ask their health care providers about testing children for high levels of lead in the blood.

Consumer Notification of Lead Tap Monitoring Results

Template for School Nontransient Noncommunity Water Systems

Must be posted/distributed within 30 days of the letter date

Example Notice to School Water System Consumers follows on the Next Page:

What Can I Do To Reduce Exposure to Lead in Drinking Water?

Lead may work its way into drinking water after the water entered the distribution system and is on its way to consumers taps. This usually happens through the corrosion of materials containing lead in household plumbing. These materials include brass faucets, lead solder on copper pipes, lead pipes, or lead service lines connecting the water main to the inside plumbing. Lead pipes are no longer installed for service lines or in household plumbing and lead solder has been outlawed in Virginia since 1985.

There are several steps you can take to reduce your exposure to lead in drinking water. These include:

1. **Run your water to flush out lead.** If water hasn't been used for several hours, allow the water to run at the tap for 15-30 seconds or until it becomes cold or reaches a steady temperature before using it for drinking or cooking. This flushes lead-containing water from the pipes.
2. **Use cold water for cooking and preparing baby formula.** Do not cook with or drink water from the hot water tap as lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.
3. **Do not boil water to remove lead.** Boiling water will not reduce lead.
4. **Look for alternative sources or treatment of water.** You may want to consider purchasing bottled water or a water filter. Read the package to be sure the filter is approved to reduce lead or contact the National Sanitation Foundation at 800-NSF-8010 or www.nsf.org for information on performance standards for water filters. If you choose to install a lead removal filter, be sure to maintain and replace a filter device in accordance with the manufacturer's instructions to protect water quality.
5. **Get your child tested.** Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about exposure.
6. **Identify if your plumbing fixtures contain lead.** New brass faucets, fittings, and valves, including those advertised as "lead-free," may contribute lead to drinking water. The law currently allows end-use brass fixtures, such as faucets, with up to 8% lead to be labeled as "lead free." Visit the National Sanitation Foundation Web site at www.nsf.org to learn more about lead-containing plumbing fixtures.

For More Information

Contact Mr. David Fields at (434) 589-4342 with any questions. For more information on reducing lead exposure around your home and the health effects of lead, visit EPA's web site at www.epa.gov/lead, call the National Lead Information Center at 800-424-LEAD, or contact your health care provider.

90th Percentile between 06/01/2011 through 09/30/2011

2065139 COLUMBIA DISTRICT SCHOOL

COPPER, FREE

Sample Point	Sample Number	Sample Date	Result	90th	Action Level
DS005 GIRLS RESTROOM	E110606179	09/22/2011	0.11 MG/L		
LCR06 WATER FOUNTAIN	E110606178	09/22/2011	0.187 MG/L		
DS003 DOUBLE BOWL SINK	E110606176	09/22/2011	0.414 MG/L		
DS002 KITCHEN HAND SINK	E110606180	09/22/2011	1.21 MG/L		
DBP01 KITCHEN - MRT	E110606175	09/22/2011	1.3 MG/L	1.2550	1.3 MG/L

LEAD

Sample Point	Sample Number	Sample Date	Result	90th	Action Level
LCR06 WATER FOUNTAIN	E110606178	09/22/2011	< 2 PPB		
DS005 GIRLS RESTROOM	E110606179	09/22/2011	< 2 PPB		
DBP01 KITCHEN - MRT	E110606175	09/22/2011	3.17 PPB		
DS002 KITCHEN HAND SINK	E110606180	09/22/2011	3.87 PPB		
DS003 DOUBLE BOWL SINK	E110606176	09/22/2011	21.7 PPB	12.7850	15 PPB

Report generated for PWSID 2065139 COLUMBIA DISTRICT SCHOOL only.

Pb & Cu 90th Percentile 06/01/2011 through 09/30/2011



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

Lexington Field Office

131 Walker Street

Lexington, VA 24450

Phone: (540) 463-7136 Fax: (540) 463-3892

Lead & Copper

MR. DAVID W. FIELDS
FLUVANNA COUNTY SCHOOLS
14455 JAMES MADISON HIGHWAY
PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110606176**

Sample Type RT

Collection Date/Time 9/22/2011 7:30 pm

Date Received at Lab 9/23/2011

Taken By D.FIELDS

Last Water Use -22-11 13:30

PWSID **2065139 COLUMBIA DISTRICT SCHOOL**
Facility **DS001 DISTRIBUTION SYSTEM**
Sampling Point **DS003 DOUBLE BOWL SINK (FN)**

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1022 COPPER, FREE	1.3 MG/L Action Level	0.414 MG/L
1030 LEAD	0.015 MG/L Action Level	0.0217 MG/L



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

Lexington Field Office

131 Walker Street

Lexington, VA 24450

Phone: (540) 463-7136 Fax: (540) 463-3892

Lead & Copper

MR. DAVID W. FIELDS
FLUVANNA COUNTY SCHOOLS
14455 JAMES MADISON HIGHWAY
PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110606179**

Sample Type RT

Collection Date/Time 9/22/2011 7:17 pm

Date Received at Lab 9/23/2011

PWSID **2065139 COLUMBIA DISTRICT SCHOOL**

Facility **DS001 DISTRIBUTION SYSTEM**

Sampling Point **DS005 GIRLS RESTROOM (FN)**

Taken By D.FIELDS

Last Water Use -22-11 13:15

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1022 COPPER, FREE	1.3 MG/L Action Level	0.11 MG/L
1030 LEAD	0.015 MG/L Action Level	< 2 UG/L



VIRGINIA DEPARTMENT OF HEALTH
 OFFICE OF DRINKING WATER
 Lexington Field Office
 131 Walker Street
 Lexington, VA 24450
 Phone: (540) 463-7136 Fax: (540) 463-3892

Lead & Copper

MR. DAVID W. FIELDS
 FLUVANNA COUNTY SCHOOLS
 14455 JAMES MADISON HIGHWAY
 PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110606175**

Sample Type RT

Collection Date/Time 9/22/2011 7:27 pm

Date Received at Lab 9/23/2011

PWSID **2065139 COLUMBIA DISTRICT SCHOOL**

Facility **DS001 DISTRIBUTION SYSTEM**

Sampling Point **DBP01 KITCHEN - MRT (FN)**

Taken By D.FIELDS

Last Water Use -22-11 13:15

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1022 COPPER, FREE	1.3 MG/L Action Level	1.3 MG/L
1030 LEAD	0.015 MG/L Action Level	0.00317 MG/L



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

Lexington Field Office

131 Walker Street

Lexington, VA 24450

Phone: (540) 463-7136 Fax: (540) 463-3892

Lead & Copper

MR. DAVID W. FIELDS
FLUVANNA COUNTY SCHOOLS
14455 JAMES MADISON HIGHWAY
PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110606178**

Sample Type RT

Collection Date/Time 9/22/2011 7:11 pm

Date Received at Lab 9/23/2011

PWSID **2065139 COLUMBIA DISTRICT SCHOOL**

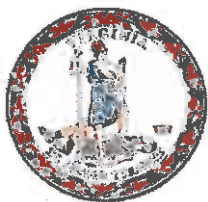
Facility **DS001 DISTRIBUTION SYSTEM**

Sampling Point **LCR06 WATER FOUNTAIN (FN)**

Taken By NP

Last Water Use -22-11 13:10

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1022 COPPER, FREE	1.3 MG/L Action Level	0.187 MG/L
1030 LEAD	0.015 MG/L Action Level	< 2 UG/L



VIRGINIA DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

Lexington Field Office

131 Walker Street

Lexington, VA 24450

Phone: (540) 463-7136 Fax: (540) 463-3892

Lead & Copper

MR. DAVID W. FIELDS
FLUVANNA COUNTY SCHOOLS
14455 JAMES MADISON HIGHWAY
PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110606180**

Sample Type RT

Collection Date/Time 9/22/2011 7:35 pm

Date Received at Lab 9/23/2011

PWSID **2065139 COLUMBIA DISTRICT SCHOOL**

Facility **DS001 DISTRIBUTION SYSTEM**

Sampling Point **DS002 KITCHEN HAND SINK (FN)**

Taken By D.FIELDS

Last Water Use -22-11 13:30

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1022 COPPER, FREE	1.3 MG/L Action Level	1.21 MG/L
1030 LEAD	0.015 MG/L Action Level	0.00387 MG/L



VIRGINIA DEPARTMENT OF HEALTH
 OFFICE OF DRINKING WATER
 Lexington Field Office
 131 Walker Street
 Lexington, VA 24450
 Phone: (540) 463-7136 Fax: (540) 463-3892

Nitrate + Nitrite (Combined)

MR. DAVID W. FIELDS
 FLUVANNA COUNTY SCHOOLS
 14455 JAMES MADISON HIGHWAY
 PALMYRA, VA 22963

Location **DISTRICT 10**

Lab VA010 - DCLS

Sample Number **E110904814**

Sample Type RT

Collection Date/Time 10/11/2011 11:25 am

Date Received at Lab 10/11/2011

PWSID 2065139 COLUMBIA DISTRICT SCHOOL
 Facility EP001 EP WELL
 Sampling Point EP001 EP WELL (FN)

Taken By D FIELDS

Last Water Use

Parameter	Concentration Limit and Standard	Test Result (Exceedances in Bold)
1038 NITRATE-NITRITE	10 MG/L PMCL	1.13 MG/L

The results on this form indicate that all contaminants tested are below the maximum contaminant levels as set forth by the US EPA.

The next NITRATE + NITRITE (COMBINED) sample from this sampling point is due FOURTH QUARTER OF 2012.

If you have any questions, please contact us at the number listed above.

Reviewed by Carl Christian

PERMIT TO INSTALL REPAIR, REASONS FOR REJECTION
WATER SUPPLY SEWAGE DISPOSAL SYSTEM EX3

(1) Void after (12) twelve months. (2) Automatically cancelled when site conditions are changed from those shown on permit.
 (3) Automatically cancelled should facts later become known that a potential hazard would be created by continuing installation.

FHA/VA Yes No Date 8/30/76 Case No 43A22

Owner Col. Dist. Elem. School Address Wilmington, VA Phone 589-8613
 (Mailing Address)

Occupant _____ Address _____ Phone _____
 (Mailing Address)

Exact Location of premises Waste side of Rt 608 1 mile south of Rt 606
 (Subdivision, Street or Road Name, Section or Lot No.)

FOR: Dwelling Other School Automatic Washing Machine Yes No Consumption 1000 gal. per day
 Actual Potential Bedrooms _____ Garbage Disposal Unit Yes No (Actual estimated Water)
 Additional wastes 160 students

(1) WATER SUPPLY (Existing) Class _____ Approved Yes No Other Existing Well
 (To be installed) Class _____ Cased _____ ft. to be grouted _____ ft.

(Unless supported by positive evidence Class III is to be considered as to be installed.)

SOIL STUDY Naturally drained, suitable by sight Yes No Technical Classification N/A (If Known)

(2) Estimated Percolation Rate 1-10 11-25 26-50 > 51 Percolation Test Required Yes No Rate _____
 (Minutes per inch) (Minutes per inch to nearest 10 minutes)
 Depth to Grey Mottles > 60 inches (estimate over 4 ft.) OTHER None
 Surface drainage required Yes No OTHER DRAINAGE None

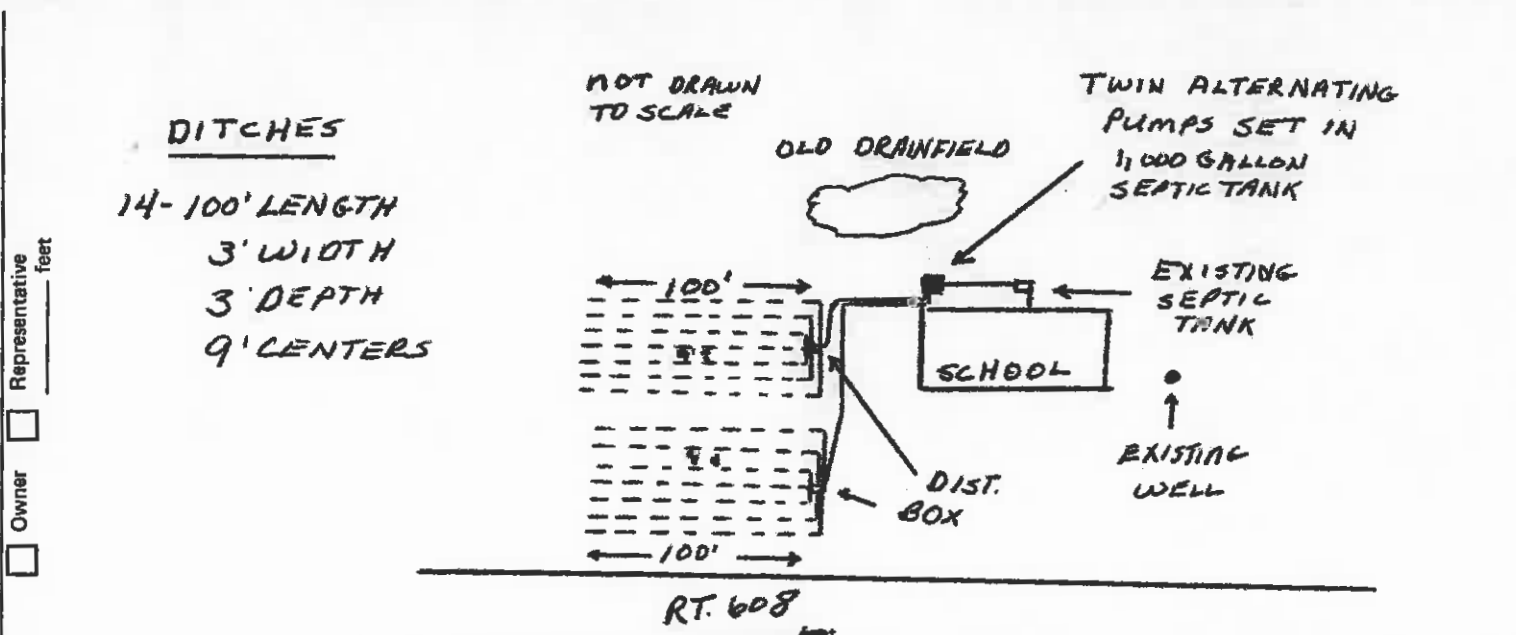
(3) HOUSE SEWER LINE Size _____ inches. Type of material required Existing Sewer Line Distance from Water Supply _____ feet.

(4) DETAILS OF CONSTRUCTION Watertight Septic Tank of _____ Material _____ Liquid Capacity _____ gallons.
 Inside Dimensions Length _____ feet. Width Existing Septic Tank Depth of Air Space _____ feet.

SUBSURFACE ABSORPTION FIELD Number of square feet required 4200 Type aggregate required Broken stone

(5) Depth of aggregate from base of tile to bottom of ditches 6 inches. Allowable fall 2 to 6 inches.
 Total aggregate minimum depth 13 inches or more. Depth of drainfield to be 36 inches from surface of original ground.
 Distance from well to septic tank 50 feet; distance from well to drainfield 100 feet. minimum distance

Rough Sketch of Premises (including adjacent properties if pertinent, Showing Location of Lot Line, Buildings, Water Supplies, Sewage Disposal Systems, Trees, and Other Possible Sources of Contamination of Water Supplies, by Indicating Distances and Slope with regard to one another.



Note: Owner or his agent must notify Shuman County Health Department, Phone 589-8021 when installation is ready for inspection. If any Sewage Disposal System, or part thereof, is covered before being inspected by the Health Department, it shall be uncovered at the direction of the Health Director or his agent. CONDITIONS DISCOVERED DURING INSTALLATION MAY REQUIRE ADJUSTMENTS OF SYSTEM DESIGN. Changes from above specifications require Health Department approval before being made.

Based on the above information, the undersigned recommends that this permit be issued.
 Date _____ Approved _____ (Reviewing Authority)
 Date 8/30/76 Signed John F. Withers (Sanitarian or Health Director)

RECORD OF INSPECTION-SEWAGE DISPOSAL SYSTEM

EX3

Date 4/1/77 Case No 43A22
 Owner Col. Dist. Elem. School Address Williams, VA Phone _____
 (Mailing Address)
 Occupant _____ Address _____ (Mailing Address) Phone _____
 Exact Location of Premises Westside of Rt 608 1/2 mile South of Rt 606
 (Subdivision, Street or Road Name, Section or Lot No.)

WATER SUPPLY INSPECTION

Installed according to Permit Design Yes No. Distance to nearest House Sewer 50 feet. Distance to nearest Sewage Disposal System existing well feet. (Use Form LHS-143 for Detailed inspection of Water Supply Reference Materials.)

SEWAGE DISPOSAL SYSTEM INSPECTION

- (1) LOCATION
 Allotted Area adequate Yes No. Distance from nearest lot lines 10 feet. Trees 15 feet. Water Supplies 100+ feet. Buildings 55 feet.
- (2) INSTALLATION AND DESIGN
 Installed according to Permit Design Yes No.
 Have additional Household Appliances been added NOT on Permit:
 Automatic Washer Garbage Disposal
 Other None
 (Describe)
- (3) SOIL CONDITION
 Are there soil conditions now evident which indicate system may be unsatisfactory as designed: Yes No. If Yes, show adjustments required under "Remarks" below.
- (4) HOUSE SEWER LINE
 Installed Yes No. Type of material Existing Size _____ inches.
- (5) SEPTIC TANK
 Constructed of Existing (Kind of Material)
 Inside Dimensions Length _____ feet. Width _____ feet.
 Liquid Depth _____ feet. Depth of Air Space _____ inches.
 Inside Fittings comply with requirements Yes No.
- (6) DISTRIBUTION BOX
 Watertight and equal surcharge to each line by Water Test Yes No. Distribution Box provided with _____ (Number) extra outlets for future use.
- (7) SUBSURFACE ABSORPTION FIELD
 Total Area in bottom of ditches 4200 square feet.
 Number of ditches 14 Length of ditches 100x3 feet.
 Grade of ditches Minimum 2 inches per 100 feet. Maximum 6 inches per 100 feet. Has system been checked by instruments (Level) Yes No.
 Type aggregate used Broken stone
 Depth of aggregate under Tile 6 inches
 Total depth of aggregate 13 inches
 Depth of backfill over aggregate 20-30 inches
- (8) SURFACE DRAINAGE
 Storm Drains from House and Basement flowing away from Subsurface Drainage Field: Yes No. Was Surface Drainage required Yes No. If Yes, has this been provided Yes No. Has area been drained by lowering Ground Water Table: Yes No. Not required.
- (9) Are follow-up inspections necessary Yes No.

Septic Tank Contractor Carl Johnson Rt 1 Aug, VA 589-3224
Eduard Weber Rt 1 Pulasky, VA 589-3564
 This Sewage Disposal System (Is) Approved by Shenandoah County Health Department
 Date 4/1/77 Signed John J. [Signature] (Sanitarian)
 Date _____ Approved _____ (Reviewing Authority)

With proper maintenance, approved Sewage Disposal systems may be expected to function satisfactorily, provided no overloading or physical damage occurs to the system. Remarks: System not guaranteed to function indefinitely only that it has been installed according to code.

WATER SUPPLY

County/City Fluvanna Date 1-20-82 Case No. _____

Proposed Public Non-Public Drinking
 Record of Inspection Quasi - Public

Owner Fluvanna Co. School Address Palmwood, VA Phone _____
(Mailing Address)

Occupant Columbus Dist. School Address _____ Phone _____
(Mailing Address)

Exact Location of Premises West side of rd 005 - 3 mi. South of 0606
(Subdivision, Street or Road Name, Section or Lot No.)

TYPE CUSTOMERS: Community Industrial Recreational Other:

TYPE SOURCE PROPOSED: _____

TOTAL PROPOSED ULTIMATE CONNECTIONS: _____

TOTAL PROPOSED ULTIMATE PERSONS (EMPLOYEES) SERVED: _____

TOTAL PROPOSED PRESENT CONNECTIONS: _____

TOTAL PROPOSED PRESENT POPULATION SERVED: _____

* Notify Division of Engineering (Regional Engineer) of impending development of a Public Water Supply.

AN INDIVIDUAL WATER SUPPLY New Existing FROM Drilled Well Driven Well Bored Well
 Dug Well Other _____ FOR Home Restaurant Trailer Court Motel
 Service Station Other School

If a new supply, inspect for compliance with standards. If an existing supply, furnish as much information as may be available.

SOURCE OF INFORMATION C. M. ... IS PUBLIC WATER SUPPLY AVAILABLE Yes No

SEWAGE DISPOSAL BY PUBLIC SEWER COMMUNITY SYSTEM INDIVIDUAL SYSTEM ON SITE.

INSPECTION FINDINGS

(1) WATERSHED Surface Drainage away from source in all directions
 Yes No. Distance Source from possible causes of contamination Sewer Line 75 feet. Type of material used in Sewer Line Orangeburg Septic Tank 7100 feet.
(Describe)
Seepage Pit _____ feet. Subsurface Absorption Field (nearest point) 700 feet. Other _____ feet.
Note any serious obstacles in watershed on back of form.

(2) TYPE OF SOIL FORMATION Tight Clay Limestone
 Sandstone Other _____
(Describe)

(3) CLASSIFICATION OF WELL Type - 1 Type - 2A
 Type - 2B Type - 3 Other _____

(4) CONSTRUCTION DETAILS Total depth 98 feet.
Diameter 6 inches. Type of casing Steel
(Describe)
Depth of casing 98 feet. Exterior space around casing sealed with Concrete grout to depth of 50 feet.
 Poured in place Pumped in under pressure Other type backfill _____ to depth of _____ feet.
(Describe)
casing extends _____ inches above ground.

(5) WATER SOURCE COVER Concrete Metal Other
_____ Opening in Cover watertight
(Kind of Material)
 Yes No. If no, explain _____

(6) PUMP Shallow Well Deep Well. Length of Drop Pipe _____ feet. Well capacity _____ gallons per minute.
Size of Feeder Pipe 1 1/2 inches.

(7) PUMP LOCATION In Well Over Well Offset.
If offset, does watertight casing extend to Pump Yes No
Pump room located _____ feet from Well.
Pump room drained by gravity through 4 - inch or larger pipe to surface to ground Yes No. Pump platform of concrete or other impervious material, at least 4 inches thick at casing, extending at least 24 inches in all directions, sloped to drain;
 Yes No. Pump mounting watertight Yes No.
Sanitary Well Seal in casing and properly vented Yes No.

(8) TYPE OF STORAGE Pressure Gravity. Capacity 103.9 gallons. If gravity, is overflow pipe screened Yes No.

THIS WATER SUPPLY SYSTEM Is Recommended by Fluvanna County Div. Engineering
 Is not Approved Health Department

REMARKS: _____

Date 1-20-82 Signed [Signature] Date _____ Approved _____
(Health Director)

Date _____ Approved _____ Date _____ Approved _____
(Reviewing Authority—Other Agency or Engineer)



TjL Environmental Health Consultants, Inc.
 2304 Jefferson Park Avenue
 Charlottesville, VA 22903
 434-977-1409
 tjloving@comcast.net

September 1, 2012

Mr. David Fields
 Director of Facilities
 Fluvanna County Schools
 Rt. 1, Box 419
 Palmyra, VA 22963

RE: AHERA 3-Year Asbestos Re-inspection – Columbia Elementary School

Dear Mr. Fields:

The EPA Asbestos Hazards Emergency Response Act (AHERA) 3-year re-inspection was performed at the Columbia Elementary School on July 9, 2012 by TjL Environmental Health Consultants, Inc (TjL). In accordance with these regulations, the conditions of each “homogeneous area” of asbestos-containing building materials (ACBM) were re-assessed, and corresponding recommendations have been made within this report for properly managing these materials.

According to your last 3-year re-inspection report, dated September 28, 2009, known ACBM that remain within this building consist of 9”x9” floor tiles and related mastics throughout some areas of the school, and they are encased under carpeting. Our current assessments of these remaining ACBM are as follows:

Homogeneous Area	Assessment Category	Recommended Response Actions	Updated Schedule for Response Actions
1. 9”x9” floor tiles and related mastics	5 – ACBM with potential for damage (Floor tiles were encased under carpet and inaccessible at this time.)	Continue operations and maintenance as in AHERA management plan (Do not disturb carpeting over tiles. Have custodial and maintenance staff report any damage of this carpeting to the AHERA Designee, repair any such damage as necessary, and continue with 6-month surveillance until these ACBM are properly removed)	Ongoing operations and maintenance (O&M) until these ACBM are properly removed. Removal should be scheduled prior to any renovation or demolition activities that might cause their disturbance.



TjL Environmental Health Consultants, Inc.
2304 Jefferson Park Avenue
Charlottesville, VA 22903
434-977-1409
tjloving@comcast.net

A copy of this AHERA 3-year re-inspection report should be kept with the original EPA AHERA Asbestos Inspection Report and Management Plan (Management Plan), in the Main Office at the Columbia Elementary School. It should be available for review to any interested persons at any time during school hours. A notice informing the public of the availability of this Management Plan and 3-year re-inspection report should be either posted in a public place within the Elementary School building or sent out to parent, teacher and employee organizations in a formal manner (news paper, letter, etc.), on an annual basis or until all ACBM are properly removed.

The EPA AHERA rule requires that **all** maintenance and custodial staff who work within this school building must be given **annual** asbestos awareness training. For new employees, a 2-hour (minimum) course is required, and for those who have attended the initial course, there is no minimum specified for the update training (typically this can be done in ½ hour). You should confirm that all such training is up to date, and that the training records are kept with the Management Plan.

Should you have any questions regarding this 3-year EPA AHERA Asbestos re-inspection report, if you need assistance with asbestos awareness training, or if certain building materials not identified in the original AHERA Inspection Report require testing prior to future disturbance (renovations, demolition, major maintenance, etc.), please do not hesitate to contact me.

Sincerely,

T. Joel Loving, M.S., C.E.I.
President

Virginia Asbestos Inspector License #3303-000057
Virginia Management Planner License #3304-000075

Old Dominion Environmental Services, Inc.

Certificate No. 09223

This is to certify that

Joel Loving

Attended and successfully passed an examination for the course

**4-Hour Asbestos Inspector
Refresher Training Course**


on


February 16, 2012

The course and examination location was:

**13813 Village Mill Drive, Suite E
Midlothian, Virginia 23114**

This certificate expires on February 16, 2013


John J. Gerow
Course Director


Bill Callan
Primary Instructor

The Person Receiving This Certificate Has Received The Requisite Training For Asbestos Accreditation Under TSCA Title II

Old Dominion Environmental Services, Inc.

Certificate No. 09225

This is to certify that

Joel Loving

Attended and successfully passed an examination for the course

**4-Hour Asbestos Management Planner
Refresher Training Course**


on

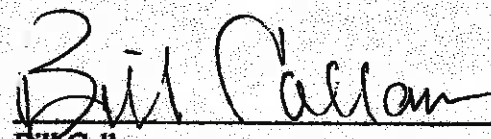
February 16, 2012

The course and examination location was:

**13813 Village Mill Drive, Suite E
Midlothian, Virginia 23114**

This certificate expires on February 16, 2013


John J. Gerow
Course Director


Bill Callan
Primary Instructor

The Person Receiving This Certificate Has Received The Requisite Training For Asbestos Accreditation Under TSCA Title II

EXPIRES ON
07-31-2013

COMMONWEALTH OF VIRGINIA
2025 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
EX4
3303 000057

**VIRGINIA ASBESTOS LICENSE
INSPECTOR LICENSE**

**JOEL LOVING
17 DEER PATH
CHARLOTTESVILLE, VA 22903**



Gordon N. Dixon
Gordon N. Dixon, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

07-31-2013

Telephone: (804) 367-8500

NUMBER
3304 000075

**VIRGINIA ASBESTOS LICENSE
MANAGEMENT PLANNER LICENSE**

**JOEL LOVING
17 DEER PATH
CHARLOTTESVILLE, VA 22903**



Gordon N. Dixon
Gordon N. Dixon, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

07-31-2013

2025 Mayland Dr., Suite 400, Richmond, VA 23233
Telephone: (804) 367-8500

NUMBER
3305 000025

**VIRGINIA ASBESTOS LICENSE
PROJECT DESIGNER LICENSE**

**JOEL LOVING
17 DEER PATH
CHARLOTTESVILLE, VA 22903**



Gordon N. Dixon
Gordon N. Dixon, Director

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