

GREEN WASTEWATER SOLUTIONS

80 KILVERT STREET · WARWICK, RHODE ISLAND, 02886 · P: 401.737.7600 C: 401-487-7051

Operation & Maintenance Service Contract

System Type: _____

This Agreement is the initial contract between the System Owner and Green Wastewater Solutions, (hereafter referred to as "GWS") for inspection services provide by GWS. This Service contract covers the services that GWS will perform on the wastewater treatment equipment installed at the address listed below (hereafter referred to as "System").

System Owner: _____

System Address: _____ **RIDEM:** _____ **Plat:** __ **Lot:** ____

Emergency Telephone: _____

GWS will perform inspection services according to the following terms and conditions.

1. Terms and Fees;

GWS will perform the Maintenance services as outlined in this Agreement for the Period and Fee as Marked:

One Year: \$350 Two Years: \$650 (Add \$50 for Dual Pod Systems)

This Agreement will commence upon the date of execution of this Document and payment of Fee. This Agreement expires based on the Term chosen, Date of Execution and or System Start-up Date.

2. Frequency of Maintenance;

This Agreement provides for Two (2) scheduled visits per Year to perform inspections and servicing to the System. Visits are scheduled for Cleaning of system in the Spring/Summer seasons and Visual maintenance in the Fall/Winter seasons.

3. Certification of System;

The System Owner shall permit GWS to inspect the System to determine if it is in good working order and performing per RIDEM/OWTS codes. Upon completion of Inspection, GWS will provide System Owner with any deficiencies that are required to be corrected prior to execution of this Agreement. GWS will provide System Owner with estimate to correct deficiencies and will proceed only with System Owners approval.

4. Responsibility of System Owner;

The System Owner is responsible for providing and/or performing the following;

1. Providing access to all System components for scheduled Maintenance,
2. Provide access to a water supply to help in cleaning system,

In the event the System Owner does not provide and/or perform the above items, GWS shall have the right to cease performance of all services without liability to the System Owner.

5. Services provided by GWS at Cleaning Maintenance Visit;

1. Septic/Processing Tank;
 - A. Clean Pump Vault Effluent Filter and Recirculation Pump Screen
 - B. Clean RSV and check RS Ball operation
 - C. Clean Control Floats and check for proper operation
 - D. Check electrical splice boxes for clean and dry connections
 - E. Collect sample for NTU, pH and DO testing and plot results
 - F. Measure for Scum and Sludge depths in all compartments
 - G. Secure all access cover upon completion of service
2. Advance Treatment Unit (ATU);
 - A. Access ATU and check/report color, odor and solid buildup
 - B. Clean and Flush Laterals, bottle brush if required
 - C. Clean solid buildup (if any) the secure access cover
3. Final Disposal Pump Chamber (if Applicable)
 - A. Clean Pump Vault Effluent Filter and Discharge Pump Screen
 - B. Clean Control Floats and check for proper operation
 - C. Check electrical splice boxes for clean and dry connections
 - D. Measure for Scum and Sludge depths in all compartments
 - E. Secure all access cover upon completion of service
4. Final Disposal Field (Gravity)
 - A. Inspect disposal field area and inspect for visible signs of failure mainly, ponding, effluent breakouts, grass burning and/or discoloration and sinkholes
5. Final Disposal Field (Pressurized)
 - A. Access lateral end cap assemblies and flush and/or bottle brush laterals
 - B. Access observation port and report liquid level if any
 - C. Ensure system maintains adequate cover and note deficiencies
 - D. Secure all end caps upon completion of service

6. Services provided by GWS at Visual Maintenance Visit;

1. Septic/Processing Tank;
 - A. Perform Pump drawdown test to check for cleanliness
 - B. Clean RSV and check RS Ball operation
 - C. Check Control Floats for proper operation
 - D. Check electrical splice boxes for clean and dry connections
 - E. Collect sample for NTU, pH and DO testing and plot results
 - F. Measure for Scum and Sludge depths in all compartments
 - G. Secure all access cover upon completion of service
2. Advance Treatment Unit (ATU);
 - A. Access ATU and check/report color, odor and solid buildup
 - B. Clean and Flush Laterals, bottle brush if required
 - C. Clean solid buildup (if any) the secure access cover
3. Final Disposal Pump Chamber (if Applicable)
 - A. Perform Pump drawdown test to check for cleanliness
 - B. Check Control Floats for proper operation
 - C. Check electrical splice boxes for clean and dry connections
 - D. Measure for Scum and Sludge depths in all compartments
 - E. Secure all access cover upon completion of service
4. Final Disposal Field (Gravity)
 - A. Inspect disposal field area and inspect for visible signs of failure mainly, ponding, effluent breakouts, grass burning and/or discoloration and sinkholes
5. Final Disposal Field (Pressurized)
 - A. Access lateral end cap assemblies and flush and/or bottle brush laterals
 - B. Access observation port and report liquid level if any
 - C. Ensure system maintains adequate cover and note deficiencies
 - D. Secure all end caps upon completion of service

7. TERMINATION/CANCELLATION

This Agreement may be terminated or cancelled by either party at any time and for any or no reason upon fifteen (15) days prior written notice from one party to the other.

In the event of any termination or cancellation of this agreement by GWS, GWS shall have the right to:

- A. Enter the System Owner’s premises and repossess, if any, all materials, parts or other items owned by GWS.
- B. Cease performance of all services and additional services without liability to the System Owner.

In the event of any termination or cancellation of this agreement by the System Owner, the System Owner shall have the right to:

- A. A refund of any Paid Service Contract Fee that GWS has not earned. Refund will be at a monthly rate of \$25 per month.
- B. Discontinue utilizing GWS for the performance of any/all services.

8. ITEMS NOT COVERED BY THIS AGREEMENT

- 1. Corrective and/or repair maintenance if necessary, except for described services provided in this agreement. System Owner will be notified and must approve of any and all repairs required. If System Owner is unavailable to approve repair work, GWS will complete work on system to conform to RIDEM/OWTS regulations. Unauthorized repairs will be limited to replacements of defective part costs, no Labor cost will apply except for fee listed in Section 8.4 below. However, labor costs would be applied on any estimated extensive labor/wiring work to repair the system to a workable status.
- 2. Effluent sampling and/or analysis other than specified in the agreement.
- 3. The cost of tank pumping when sludge and scum buildup is greater or equal to 75% of tank liquid.
- 4. Unscheduled Emergency Service Calls performed after normal business hours, Saturdays, Sundays and Holidays will incur a Service Call Fee of \$125 per hour, plus one-way travel time.

9. WARRANTY

GWS warrants that all services shall be performed in a good workman like manner and that GWS will correct any System errors, malfunctions and or defects directly caused by GWS failure to perform the services in such manner.

Signature Page:

Homeowner or Representative:

Signature Date: _____

Barbara J. Pezza

Contract Start Date: _____

Green Wastewater Solutions

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