

Date 11/4/18
Contractor Frank Dewski

Date 11/4/18
Homeowner [Signature]

4. **REPORTING.** Grievances of Homeowner or Contractor shall be reported to the Aitkin County Environmental Services Department by Homeowner or Contractor. Homeowner and Contractor understand that failure to have holding tank pumped as herein specified or the discharge of any contents from the holding tank, regardless of fault, may result in the suspension, cancellation or revocation of the certificate of compliance, and the homeowner may be required to vacate the premises.

3. **INSPECTION.** Holding tanks will be inspected by a licensed pumper at the time of servicing for leaks below the operating depth and whether tank tops, riser joints, and connections leak through visual evidence of major defects.

Contractor agrees to provide pumping services according to the regular pumping schedule or as needed to prevent discharge. Homeowner shall compensate Contractor as agreed by the parties for pumping services rendered.

- Tank size (gal.) ~~500~~ / (number of household occupants multiplied by 75 gallons per day) = frequency of pumping: or 300
- Within 24 hours of indication by tank alarm or lack of capacity (applicable only if system has a functional alarm);
- Whichever is greater

2. **FREQUENCY OF PUMPING.** Homeowner agrees that he/she shall not allow the holding tank to overflow or discharge in any manner. Contractor and Homeowner agree that the holding tank shall be pumped in accordance with the following:

1. **TERM.** The term of this Agreement shall be from 12-1-2018 to final installation of an Aitkin County approved sewage treatment system or connection to a Municipal Sewage Treatment System, unless earlier terminated as provided herein. The parties understand and agree that this Agreement is intended to arrange for the provision of pumping services so that Homeowner may occupy the home pursuant to a certificate of compliance to be issued by the Aitkin County Environmental Services Department upon execution of this Agreement. Homeowner further agrees that at the earliest possible date, Homeowner shall have a permanent sewage treatment system installed in accordance with the Aitkin County Individual Sewage Treatment System and Wastewater Ordinance No. 1 and as approved by the Aitkin County Environmental Services Department or connect to a Municipal Sewage Treatment System. Upon approval by the County of Aitkin of the individual sewage treatment system or connection to a municipal sewer, or approval by Aitkin County Environmental Services of an amended or different contract, this Agreement shall terminate.

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NOW THEREFORE, in consideration of the mutual promises contained herein, Parties do hereby agree as follows:

WHEREAS, Homeowner desires and is required to retain individual sewage treatment system holding tank services to protect the environment and to obtain a certificate of compliance from Aitkin County, and

WHEREAS, the Contractor desires to provide sewage treatment system pumping services to Homeowner as necessary and in accordance with the terms and conditions outlined herein.

THIS AGREEMENT, entered into by and between Aitkin County Registered Septic Tank Pumper, Gobley, Susan Eul, hereinafter referred to as "Contractor", and Frank Dewski, hereinafter referred to as "Homeowner",

Permit # _____
Address 68700 350th PLACE Hill City, MN 56349
Phone 12-0-017300