

**MAINTENANCE SERVICE, MONITORING AND INSPECTION
CONTRACT
FOR INDIVIDUAL SEWAGE TREATMENT SYSTEM**

It is hereby agreed this _____ day of _____, _____ by and between
Environmental Systems, LLC (Inspector) and Thomas Benjamin Sr. (client)

(Client) Name & Address

Thomas Benjamin Sr.

Street Address 20954 303rd Lane

City, State, Zip McGregor, MN 55760

That in consideration of the payments provided herein, the Inspector shall provide services to perform Preventative Maintenance, Monitoring and Inspection of the Individual Sewage Treatment System (ISTS) located at the property described in the Aitkin County Operating Permit.

Each inspection includes an examination of the ISTS followed by a written report to the client. This inspection report shall contain recommendations for operation and maintenance for failure-preventative measures, if any are deemed appropriate by the inspector and a list of recommended corrective measures or replacement parts. The Inspector is authorized to submit a copy of the report to the Aitkin County Environmental Services Department.

This contract does not assume any responsibilities or obligations, which are normally the responsibilities of the Client, as related to parts or labor and does not extend to cover any costs that may be associated with any recommendations made under this contract.

The Inspector can only contract or subcontract for parts or labor after authorization. Billings for service calls shall be made on a case by case basis. This contract only covers maintenance, monitoring and inspection services per current Aitkin County Operating Permit and does not cover alarm calls of any kind.

The Inspector shall be provided access to the site and the system in order to perform the following services:

SEPTIC TANK AND LIFT STATIONS INSPECTION

(check the boxes needed to fill the requirements of the Operating Permit)

Check septic tank and compartments for solids buildup and general appearance. If necessary, have tanks pumped (cost of pumping is the responsibility of the client).

Check effluent filter for buildup and clean, if applicable.

Check pumping system, including control panel and floats.

Record and date the readings of the elapsed time meter and cycle counter(s), if applicable. Equipment used on the water or inspector is responsible

Check dosing settings (in the control panel, if applicable).

Other: MCB Public works staff will provide monthly readings to the inspector.

****If the septic tank or lift stations need pumping to be in compliance with the operating permit the cost of the pumping is the responsibility of the Client.**

TREATMENT DEVICE

Inspect pretreatment unit (aerobic tank, sand filter, etc.) per manufacturer's recommendations, if applicable.

Inspect and clean any parts per manufacturer's recommendations.

Inspect and clean laterals, if applicable.

Inspect the appearance of the wastewater inside the unit for color, turbidity and examination of odors.

Sample effluent per Operating Permit monitoring requirements.

(Cost of sampling and analysis is the responsibility of the Client)

Other: _____

DISPERSAL FIELD

Inspect for visible signs of failure (surface discharge, soggy ground, wet spots, settling, etc.)

If liquid level monitors are installed, levels will be observed and recorded.

Flush filters and clean cartridges, if applicable.

Check field control unit solenoid operations or manual control, if applicable.

Other: _____

In no event shall the Inspector be responsible for special or consequential damages, including but not limited to, loss of time, injury to personal property or any other consequential damages or incidental or economic loss due to equipment failure or for any other reason. This contract does not assume any responsibilities or obligations, which are normally, the responsibility of the Client or as, related to parts or labor and does not extend to cover any costs that may be associated with any recommendations made under this contract.

This contract shall be effective: Beginning October 1, 2022
and Ending September 30, 2023

Cost for ~~Maintenance Service~~, Monitoring and Inspection Contract is:

\$ 850 /yr. For (MLW) years totaling \$ 850

The Inspector agrees to provide inspection, monitoring and ~~routine maintenance~~ service only under this contract. The Client remedies for breach of this contract shall be limited to refund of any of the amounts paid in advance for service. This contract may be renewed 30 days from the ending date.

Payment for all ^{inspection + monitoring} services shall be paid by the Mille Lacs Band.

Client:

Inspector:

Sign: _____

Sign: Kevin Hennig

Print: Thomas Benjamin, Sr.

Print: Kevin Hennig

Date: _____

Date: 9/7/2022

MLB Public Works will provide routine maintenance.

Sign: [Signature]

Brian Schenost, Director of Public Works

Date: 9-6-22