

SEPTIC CHECK

MAINTENANCE SERVICE AND OPERATING CONTRACT FOR WATER AND WASTEWATER TREATMENT SYSTEM

It is hereby agreed this 13th day of September 2024 by and between Wex Companies, Inc. DBA Septic Check (Service Provider) and Client:

| CLIENT NAME AND SITE ADDRESS | |
|------------------------------|------------------------|
| Owner/Contact: | Darin Hill |
| Client/Company Name: | The Market at McGregor |
| Site Address: | 41561 St Highway 65 |
| City, State, Zip: | McGregor, MN 55760 |
| Parcel ID: | 14-0-041802 |
| LGU or Permitting Authority: | Aitkin County |

That in consideration of the payments provided herein, the Service Provider shall provide operation and maintenance services for the wastewater treatment system located at the property described in this Contract. The operation and maintenance services to be defined in this Contract include the responsibilities of the Client and Service Provider. The specific tasks shall be agreed upon by the Service Provider and Client as outlined in the Maintenance Service and Operating Contract, Operation and Maintenance Manual, and the Operating Permit of the Local Governmental Unit (LGU) listed above. The Service Provider agrees to make regularly scheduled visits to the facility, oversee and review system operation, provide/oversee sample collection as required, prepare and file reports including those required under the LGU Operating Permit listed above.

Licensing. The Service Provider shall maintain its Minnesota Pollution Control Agency licensing at all times. The minimum licensing requirement shall be Service Provider.

Performance Specifications. The Service Provider shall perform all services directly or indirectly required under this Contract in a good workmanlike manner consistent with industry standards. The Service Provider warrants that it has the necessary equipment, training, and certification/license(s) to provide the services required by this Contract. The Client has the right to inspect and may reject any services provided that were not completed in a workmanlike manner.

Responsibilities. In no event shall the Service Provider be responsible for special or consequential damages, including but not limited to, loss of time, injury to 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 as related to parts or labor, and does not extend to cover any costs that are associated to work not outlined in this Contract.

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A Division of WEX Companies

SCOPE OF WORK:

Service Provider will provide all the labor and equipment necessary to perform **Basic Service** outlined below:

- **Labor:** Bi-Annual site visit two (2) times per year to perform routine service requirements for the wastewater system.
- **Sampling:** Bi-annual effluent sampling for CBOD & TSS collected from the final dose tank to the drainfield systems. Sampling outside of what is required to meet permit requirements, or what is outlined specifically in the Operation and Maintenance Manual will be billed separately.
- **Septic Tanks:** The septic tanks and the pump tanks will be monitored annually for solids accumulation. Service Provider will coordinate tank cleaning and will inspect the tank as it is cleaned. Effluent filters in the final tank will be inspected annually and cleaned as necessary. Tank cleaning by a certified pumper is not included in the basic fee.
- **Aerobic Treatment Unit:** Maintain per manufacturer's recommendations.
- **Pumps:** Pumps will be maintained and cleaned per manufacturer's recommendations. Any parts or repairs necessary beyond general maintenance will be billed separately.
- **Control Panel:** The control panels will be inspected for proper operation. Pump run times and cycle counts will be recorded. Flow will be calculated using this data.
- **Drainfield:** The drainfield will be inspected annually by completing a "walk around" to observe any obvious signs of problems and ponding.
- **Annual Reporting:** Reports will be completed as required by the Permitting Agency. An annual service report and sample report will be submitted to the Client when the work is completed.

OUTSIDE SCOPE OF WORK:

Non-Basic Service will include items such as alarm response and repairs or maintenance not described in the Basic Service. Labor and transportation for such service are listed in Exhibit A.

The Client is responsible for maintaining the following:

- **Alarm Response:** Service Provider will be available to respond to alarm conditions as notified by the owner or automatic dialer (if installed). A typical response time is three (3) to six (6) hours and within 24 hours. Some alarms may need to be responded to immediately.
- **Repairs:** Parts/material costs will be as needed for each repair. Estimates for repairs can be provided before work starts if you prefer, although some potential alarm conditions may not permit delay. Equipment and repair rates are listed in Exhibit A of this Contract.
- **Collection System Maintenance:** Gravity and pressure collection lines in the system will be maintained by the Client.
- **Tank Pumping:** Tank pumping (as needed) will be invoiced to the Client when work is completed by the Service Provider.

Site Visits. During the Contract period, employees and agents of Service Provider will be provided access to the treatment system location for the purpose of operation, testing, and

maintenance. Access will be necessary 24 hours a day, 7 days per week. Unexpected conditions may occur in the process that require unplanned site visits, but Service Provider will make every effort to visit on a schedule agreed to in advance with the Client.

Monitoring. The Client will provide the Service Provider with access to remote monitoring capabilities if the treatment system has been constructed with remote monitoring equipment and capabilities. Access includes any utility requirements necessary for remote viewing of the main control panel such as a wireless internet connection, DSL modem, wireless modem, or phone line connection. Only the Client and Service Provider will be provided this access.

Equipment. The Client owns all equipment within the wastewater treatment system and is therefore responsible for any repairs and periodic maintenance required to keep the treatment system operating efficiently. The Service Provider will complete all the necessary routine maintenance requirements on behalf of the Client. Major repairs will be coordinated by the Service Provider, but the costs associated with the repairs are to be paid by the Client. The Service Provider will provide all necessary equipment to complete the maintenance tasks outlined in this Contract.

Sampling Procedure. Effluent testing will consist of grab samples collected and delivered to a Minnesota State Certified Laboratory for third party independent testing. The samples required and frequencies are outlined by the Operating Permit. Sample handling will be conducted by Service Provider personnel. Costs associated with the sampling and sample delivery are included in the Contract fees. Additional testing outside the requirements of the permit or to be used for trouble shooting will be billed separately.

Reports. The Service Provider will compile records of the results and dates of sampling. These records will be delivered to the Client, after the work is completed, and Permitting Agency annually, or more frequently at the Client's request.

Permit. The Client will maintain a current Wastewater Disposal Permit with the Permitting Agency at all times. The Service Provider will be available on behalf of the Client to attend meetings involving the Operating Permit. The Service Provider will develop a working relationship with Permitting Agency officials and alert them prior to any changes to the wastewater system operation on behalf of the Client. The Service Provider will make every effort to meet compliance limits set by the Permitting Agency agreement. The Service Provider will complete all the Permitting Agency reporting requirements on behalf of the Client.

Emergency Service Calls, Alarm Calls, and Repairs. Emergency services or repairs above and beyond the Contract requirements are outlined in Exhibit A.

Slug Loads and Accidental Spills. Service Provider is not responsible for any illicit discharges into the wastewater system that may harm the treatment efficiency such as: accidental release of cleansers/oils/degreaser, slug flows of water or high strength waste, or other chemical discharges. Trucking or hauling the waste may be required in those circumstances.

**EXHIBIT A
EQUIPMENT AND REPAIR RATES (if applicable)**

| <u>SMALL REPAIRS</u> | <u>Hourly Rate</u> | <u>LARGE REPAIRS</u> | <u>Hourly Rate</u> |
|--|--------------------|----------------------|--------------------|
| Labor Rate, Regular Business Hrs 7am-5pm, Monday - Friday | \$130 | Large Excavator | \$175 |
| Labor Rate, Before/After Business Hrs | \$170 | Mini Excavator | \$150 |
| Large Jetter / Line Cleaning | \$425 | | |
| Sewer Camera / Televising | \$425 | Skid Steer | \$175 |

CONTRACT TERMS

| | |
|---|--|
| Contract Length: | Upon acceptance of this contract, automatic annual renewal. |
| Frequency of Regular Service Visits: | 2x/year |
| Cost for Operation and Maintenance Contract: | \$950/year with annual price increases equivalent to the Regional Consumer Price Index (CPI) to cover variable costs such as fuel, materials, and laboratory fees (average 3% per year approximately). |
| Basic Service, Billing Amount, and Terms: | \$475 after each regular service visit is complete. All other charges are due net 30 days from the date of the invoice. |
| Alarm/Emergency Call, and Repair Charges: | See Exhibit A. |

Termination. The Client or Service Provider may terminate this Contract, without cause, upon 30 days written notice.

Client:

Service Provider:

WEX Companies, Inc DBA Septic Check

Sign:

Sign:

Signed by: Darin Hill

Signed by: Brian Koski, Owner, Septic Check

Date: 9/25/24

Date: 9/13/2024