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INST# 11017
TOWN OF SOUTH KINGSTOWN, RI

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Operations & Maintenance Agreement Shepherds Run LLC

This Agreement made between the System Owner (hereinafter "Customer") and Effluent Technologies, Inc. (hereinafter "Effluent"), for the Operations & Maintenance (hereinafter "O&M") services rendered by Effluent. This agreement covers the O&M services that will be performed by Effluent on the wastewater treatment equipment for the Customer and installed at the property listed below.

Customer: SHEPHERD'S Run LLC Home: 401-741-8956
System Address: 4780 Tower Hill Rd Work: _____
City: SOUTH KINGSTOWN State: RI Zip: 02879 Cell: 415-717-9702
Mailing Address: 12 GRAND ST Email: rschoen@shepherds.run
City: STANFORD State: CT Zip: 06378 Permit #: _____

1.0 Term of Agreement

This agreement shall be for a period of two years (2) from the date of the contract and provides for four (3) scheduled service visits per year, unless otherwise terminated or canceled by either Party as provided herein. The routine service system will be invoiced after each inspection for a total annual fee of TBD (\$TBD).

2.0 Certification of System

Customer shall permit Effluent to inspect the System to determine if it is in good working order. Based on such inspection, Effluent may, either (i) require the Customer to perform such Maintenance on the System or (ii) perform such Maintenance on the System themselves. Any such Maintenance services provided by Effluent shall be billed to Customer at Effluent standard rates for materials, and reduced rate for time and travel.

3.0 Responsibilities of System Owner

The system owner is responsible for providing and/or performing the following services:

- Provide access to an outdoor hose bib within 100 feet of the treatment system components.
- Notify Effluent of any and all alarms as they occur.
- Provide access to the control panel for the scheduled inspection, including removing of locks, trimming of shrubbery, etc.
- If applicable, install and maintain an analog telephone line to the control panel. It is the sole responsibility of the property owner to maintain and repair the phone line as notified and required. Digital phone service will require customer to purchase a converter to continue with system monitoring.
- Ensure the household practices as detailed in the "Homeowner's Manual" are strictly adhered to.
- Prevent all rain and ground water from sump pumps and down spouts from entering the system.
- Perform any additional services recommended by Effluent in a timely manner to ensure proper operation.
- Record agreement as required by state and/or local jurisdictions.

In the event the customer does not continuously provide and/or perform the services outlined above, Effluent shall have the right to cease performance of all service to the customer without liability to the system owner.

4.0 Services to be performed

Effluent will perform the following services at each scheduled visit:

- Measure the scum and sludge of the dosing tanks as applicable,
- Inspect and clean pump package,
- Inspect control panel, record pump amperage, confirm dial tone (if applicable), and visual and audible alarms,
- Confirm operation of complete discharge basin,
- Monitor disposal area for obvious signs of failure and flush laterals as applicable,

5.0 Reporting

Effluent will report the findings of the inspection to the customer in a report summarizing the system status, including any recommendations and/or requirements. If required by local regulations, the date and status of the system after the inspection will be entered into an online database. Any other requirements by the local jurisdiction will be the responsibility of the customer.

6.0 Telephone Support

Effluent will provide telephone support, at no additional charge, for system questions and alarm conditions for the duration of this agreement. Telephone support will be available Monday thru Friday from 8:00 a.m. to 5:00 p.m., excluding holidays.

7.0 Emergency Service Calls

Effluent will provide emergency and non-routine maintenance services, not covered under this contract, to the customer at the current discounted contract rate per man-hour plus one-way travel to the system identified under this agreement. In most cases, an emergency answering service will be available seven (7) days a week from 8:00 a.m. to 7:00 p.m. Technicians will be available for dispatch seven (7) days a week from 8:00 a.m. to 4:00 p.m.

8.0 Services not Covered by this Agreement

Additional services not covered by this agreement include:

- Pumping of the tanks
- Effluent sample, collection and analysis
- Corrective action to ensure system performance, nor costs of additional equipment required to perform such corrective action
- Monitoring of system to verify communication, customer shall be solely responsible for maintaining the phone system and ensuring communication.
- Emergency response or unscheduled service call to the system identified under this agreement

These services can be performed by Effluent at the customer's request for an additional charge. All additional services requested by the customer will be billed at Effluent's standard rate for materials and the reduced rate for time and travel.

9.0 Charges

The charges which the Customer shall pay Effluent for the performance of services shall be as described at the beginning of this agreement, subject to the following conditions:

- Effluent may increase all or any of the charges for those Services described above by giving the Customer written notice at least thirty (30) days before each yearly anniversary of the Effective Date of this Agreement.
- All charges shall be due and payable within thirty (30) days of the date on the invoice. Customer shall pay a late payment charge of 1.5% per month (18% per annum).
- Customer shall be responsible for any and all reasonable attorney and collection fees for past due invoices sent for collection.

10.0 Limitation of Liability

The sole liability of Effluent under this agreement shall be to correct any errors, malfunctions, or defects in the system directly caused by Effluent's failure to perform any services in a good and workmanlike manner; provided, however, in no event shall Effluent's liability exceed the total of the amounts paid to Effluent hereunder by the Customer. In no event shall Effluent be liable to the Customer or any third-party claimant for any indirect, special, punitive, consequential, or incidental damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, whether based upon a claim or action of contract, warranty, negligence, or strict liability or other tort, breach of any statutory duty, indemnity, or contribution or otherwise, even if Effluent has been advised of the possibility of such damages.

11.0 Indemnity

Customer agrees to indemnify and hold Effluential free and harmless from and against any and all claims, demands, liabilities, actions, losses, and damages of whatsoever kind or nature arising out of or relating to Effluential's performance under this Agreement.

12.0 Termination/Cancellation

In the event of any termination or cancellation of this Service Contract by Effluential or Customer, Effluential shall have the right to:

- Declare all amounts owed to Effluential to be immediately due and payable;
- Enter Customer's premises and repossess all materials, parts, and all other items owned by Effluential,
- Cease performance of all services and additional services without liability to the Customer.

Customer shall have the right to:

- Deny Effluential access to its premises and to the system, except that Effluential shall have the right to enter the Customer's premises to repossess all materials, parts and other items owned by Effluential,
- Discontinue utilizing Effluential for the performance of services and additional services.

13.0 Miscellaneous Provisions

- This Service Contract terminates and supersedes all other agreements between the parties and constitutes the entire understanding between them. This Agreement cannot be changed, modified, or varied except by written instrument duly executed by both parties, except that Effluential may

increase the charges for Services without execution of a written instrument as provided in this agreement.

- The failure of either Party to insist on strict performance of this agreement by the other shall not be construed as a waiver of the right to insist on such performance and no waiver by either party to any breach by the other of any provision hereof shall be deemed a waiver of any other prior or subsequent breach.
- The laws of the State of Rhode Island shall govern this agreement.
- If any suit or action is filed by either party to enforce this agreement or otherwise with respect to the subject matter of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court, and if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by the appellate court.
- This agreement shall be binding upon and inure to the benefit of the successors and assigns of Effluential and Customer.
- Time is of the essence for each and every provision of this agreement.
- Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses shown on the first page of this Service Contract. Any notice or other communication shall be deemed given at the expiration of the second day after the date of deposit in the United States mail. The addresses to which notice or other communications shall be mailed may be changed from time to time by giving written notice to the other party.

By signing below, I/We understand and agree the terms and conditions of this agreement as detailed above; and if applicable agree to the terms and conditions of any warranty provided by the system manufacturer, including, but not limited to maintaining a service contract during this warranty period by an authorized service provider. Also, I/We have received a copy of the homeowner's Manual and are obligated to pass this information on along with a copy of this agreement to any subsequent property owners.

This agreement is only valid if signed by both the Customer and a representative of Effluential Technologies, Inc.

Sign: Asuley Morgan
Print: ASULEY MORGAN
Customer

Sign: _____
Print: _____
Customer

Date: 12/11/2020

Date: _____

Sign: Lori A. Hart
Print: LORETTA A HART
Effluential Technologies, Inc.

Date: 12/11/2020