

**INSPECTION AND TESTING AGREEMENT**

Agreement entered into by and between **Wastewater Treatment Services, Inc.** (herein called **WTS**) and the **BioBarrier® System OWNER** (herein called **OWNER**) for the inspection by **WTS** of certain equipment of **OWNER** which is described below.

Upon acceptance of this agreement at **WTS's** office, **WTS** will render the following services only: Equipment will be inspected at least ONE time per month for at least the first year of operation. After the first year of operation, the frequency of visits may be reduced with approval from Massachusetts Department of Environmental Protection and the system Manufacturer. The first inspections will begin after system startup on \_\_\_\_\_. These routine maintenance inspections will include:

- 1) Testing of the sludge depth in the septic tank, as needed
- 2) Inspection, power testing and clean/replace intake filter of the air blowers
- 3) Inspection of membrane modules
- 4) In place cleaning of membrane modules, as needed
- 5) Inspection of the alarm system
- 6) Inspection and cleaning of the SaniTEE filters
- 7) Inspection, power testing and cleaning of mixing devices, pumps and floats within the anoxic and membrane tanks
- 8) Inspect overall condition of **BioBarrier®** System.
- 9) Inspection and adjustment of chemical feed systems (replenishment of chemicals to be billed as needed)
- 10) Recommend pumping of tanks, as needed. **WTS** will arrange to be onsite, if needed, for system pumping by others.
- 11) Measurement and reporting (if required) of average daily flow
- 12) Recording of system run times, as applicable
- 13) Notification to **OWNER** of any problems encountered.
- 14) Service other than the above routine maintenance inspections will be billed at an hourly rate, plus travel and parts.
- 15) Reporting of service visits to the Town of Westport and MA DEP, as needed

**WTS** shall notify the local Approving Authority and Department of Environmental Protection in writing within 24 hours of a system failure including corrective measures that have been taken.

**OWNER** will be billed standard **WTS** charges for any parts used in repairs or maintenance. Any additional labor time will be billed to the **OWNER** at our current labor rates. Emergency service between regular maintenance inspections will be provided at standard labor rates during normal business hours; at time and one-half after 5:00 PM and on Saturdays; and at double time on Sundays and holidays. Emergency service charges will include a minimum four (4) hours of labor, plus standard **WTS** charges for parts, plus mileage and travel charges. The annual rate includes routine maintenance, but does not include repairs required for damages caused by abuse, accident, theft, acts of third persons, forces of nature, or alterations made to the equipment. **WTS** shall not be responsible for failure to render the agreed services if caused by strikes, labor disputes, non-cooperation by **OWNER**, or other factors beyond the control of **WTS**.

**OWNER** understands and agrees that **WTS** is not responsible for special, incidental or consequential damages, including but not limited to loss of time, injury to person or property, or equipment failure.

**OWNER** agrees that **WTS** may enter **OWNER's** property and have acceptable access to all areas deemed by **WTS** to be necessary or appropriate for **WTS** to perform its duties hereunder.

Current WTS practice is to send OWNER approximately 10 days before expiration of the term of the current contract an invoice for one year of service. It is the OWNER's responsibility to timely return the payment. WTS must receive the payment before expiration of the current contract year to assure continuous contract coverage. Failure to return payment may result in suspension of service, cancellation of the contract and/or nullification of warranties, at the election of WTS. OWNER may not assign this contract without the prior written consent of WTS. It will remain in force until a party cancels by written notice to the other at the address given herein, or until the contract term expires, whichever is sooner.

<u>MANUFACTURER</u>	<u>MODEL NO. SERIAL NO.</u>	<u>LOCATION</u>	<u>RATE</u>
Bio-Microbics	(1) HSMBR 6.0-N	Mashpee, MA	\$14,400.00/18 months
	(1) BioRobic 2.0		

**EQUIPMENT OWNER**



**Wastewater Treatment Services, Inc.**

\*Signed by OWNER: \_\_\_\_\_

Signed: \_\_\_\_\_

Island Pickle  
51 Evergreen Circle  
Mashpee, MA 02649

44 Commercial Street  
Raynham, MA 02767  
Tele: (508) 880-0233  
Fax: (508) 880-7232

Telephone: \_\_\_\_\_

Effective Date of Agreement \_\_\_\_\_

Email : \_\_\_\_\_

OWNER understands that (1) ANNUAL RATE payment listed above is for the Initial Agreement required to be for an (18) Eighteen Month period. Subsequent Agreements shall be for (1) One Year only. The Agreement will commence on the effective date set forth above and is non-refundable; and (2) Current DEP Regulations require OWNER to maintain a service Agreement for the life of the BioBarrier® System. I HAVE READ AND UNDERSTAND THE FOREGOING.

\*Signed by OWNER: \_\_\_\_\_



**Influent and Effluent Testing**

MA DEP Requirements are for monthly Influent and Effluent sampling events for at least the first year, analyzing pH, BOD, TSS, Total Nitrogen (Nitrate/Nitrite/TKN), and Alkalinity. After the first year, sampling requirements may be reduced with approval from the Massachusetts Department of Environmental Protection and the system Manufacturer. Any additional Influent or Effluent testing required or recommended will be an additional charge and will be billed separately. Sampling analysis will be performed at a MA state approved laboratory.

Cost for Testing: \$500.00/test

\*Approval for Testing \_\_\_\_\_

Owner's Signature



**Operator assigned: Michael Moreau**  
**Telephone: (508) 880-0233**