## INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA

This agreement is made and entered into this **18th** day of **May 2015,** by and between **AMS** (hereinafter referred to as the "Owner") and **Mr. Kenneth L. Owens** (hereinafter referred to as the "Operator")

**WITNESSETH**

WHEREAS, the Owner owns or controls the property upon which a ground absorption sewage treatment system (hereinafter "system") is installed, such system being designated a Type IV (a) system under the Rules for Sanitary Sewage Collection, Treatment and Disposal found at 15A N.C. Administrative Code 18A.1900 et seq.; and

WHEREAS, 15A N.C. Administrative Code 18A.1961 requires a contract to be executed between the system owner and management entity prior to the issuance of an Operation Permit for said system; and

WHEREAS, 15A N.C. Administrative Code 18A.1961 requires that a condition of the Operation Permit for said system be that a properly executed contract between the system owner and a management entity, shall be in effect for as long as the system is in use; and

WHEREAS, the Operator is a management entity, of a type authorized by 15A N.C. Administrative Code 18A.1961 to manage the system.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and promises contained in this Agreement, it is hereby agreed by and between the Owner and the Operator as stipulated below.

1. The Operator Obligations. The Operator shall perform the following services on the Owner's system located at:

Atten: Mrs. Melissa Dickson
Rock Ridge Point HOA
119 Wheaton Lane, Lot 4
Mooresville, North Carolina 28117

a. The Operator shall inspect, document, and report the system at least at the frequency required in Table V(b) of 15A N.C. Admin. Code 18A.1961(b), to satisfy conditions of the Operation Permit and to comply with manufacturers' operation requirements. A schedule of these duties is detailed in APPENDIX A, at the back of this contract.
b. If an inspection indicates the need for system repairs, the Operator shall notify the local health department within 48 hours of the inspection.
c. The Operator shall notify the Owner of needed repairs, which are outside of the scope of routine maintenance described in this contract. The Operator shall perform necessary repairs to the system at the request of the Owner and shall be entitled to payment therefore at the Operators normal charge for services and materials.
d. The Operator shall employ or shall contract with a certified operator(s) if required by Table V(b) of 15A N.C. Administrative Code 18Z.1961(b) for the system.
e. The Operator shall respond to a request for a nonscheduled service or maintenance call within 48 hours after receipt of such request.

2. The Owner's Obligations

a. The Owner shall pay to the Operator:

- Deposit fee of $200.00 upon first visit (waived)
- $300.00 total per year, (two visits each billed at $150.00).
- Any charges for necessary replacement parts.
- Any charges for pumping/removal of solids from tanks.
- Additional maintenance (clearing around any septic components such as, septic tank, pump tank, drainfield lines etc) or labor repair and service calls requested by client billed at a minimum of $55.00/hour.

The annual fee may be amended upon sixty (60) days advance notice to the Owner. The Owner shall pay to the Operator his normal and customary fees for any work performed on the system as a result of nonscheduled service or maintenance calls. All fees are due and payable within thirty (30) days of billing. Payments due to the Operator and unpaid by the Owner after thirty (30) days shall accrue interest from the due date until paid at a rate of 1.5% per month.

b. Within 30 days of receipt of notice of needed repairs pursuant to paragraph 1.e above, the Owner shall request the Operator to complete needed repairs that were not satisfactorily completed by another entity.

c. The Owner shall provide the Operator with such access to the system as is reasonably necessary for the Operator to comply with the terms of this Agreement.

3. Term. This Agreement shall remain in effect until terminated.

a. Automatic Termination
This agreement shall automatically terminate if the Operation Permit for the system is revoked and all appeals of the revocation are exhausted or the time for taking an appeal has passed.

b. Termination by Mutual Consent
The Parties may mutually agree to terminate this Agreement by giving written notice of termination by mutual consent to the local health department thirty (30) days in advance of the date of termination.

c. Termination by the Owner
The Owner may terminate this Agreement by giving notice to the Operator and to the local health department thirty (30) days in advance of the date of termination.

d. Termination by the Operator

1) The Operator may terminate this Agreement for cause by giving written notice of intent to terminate this Agreement to the Owner and to the local health department thirty (30) days in advance of the date of termination. Cause shall be defined as:

a. Failure to remit payment for any bill for services performed under and in accordance with this Agreement if said bill is not paid within thirty (30) days of receipt by the Owner of the bill. If said bill is paid after notice of termination of this Agreement, but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

b. Failure of the Owner to provide to the Operator authorization to complete needed repairs or satisfactory evidence that needed repairs to the system were completed by another entity. If said authorization to

complete needed repairs or evidence of completion of said repairs is provided after notice of termination is given but prior to the date of termination of this Agreement, this Agreement shall continue in effect; or

c. Failure of the Owner to allow the Operator such access to the system as is reasonably necessary in order for the Operator to comply with the terms of this Agreement.

2) The Operator may terminate this Agreement without cause, by notification to the Owner no less than ninety (90) days in advance of the termination date. The Operator may also assign its rights and duties under this Agreement as provided in paragraph 4, below.

4. Assignment

a. Assignment by the Owner
The Owner shall notify the Operator of the name and address of any purchaser of the property on which the system is located. The Owner shall also notify any purchaser of the property on which the system is located of the existence of this Agreement and shall assign all rights and duties under this Agreement to said purchaser.

b. Assignment by the Operator.
The Operator may assign its rights and duties under this Agreement to another management entity, which is qualified pursuant to 15A N.C. Admin. Code 18A.1961 to manage the system upon thirty (30) days written notice to the Owner and to the local health department.

5. Use of Subcontractors. The Operator may subcontract with such manufacturers, suppliers and contractors as it deems desirable to perform any of the Operator's duties under this Agreement. The Operator shall at all times remain responsible for the performance of and payment for all work performed by all subcontractors.

6. Representatives. The Parties represent to each other that each has the power, authority and legal right to enter into and perform its obligations as set forth in this Agreement.

7. Regulatory Amendments. References in this Agreement to sections of the Administrative Code shall include such rules as they may be amended in the future.

8. No Implied Waiver. The waiver by either Party, of the default or a breach by the other Party of any provision of this Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach. The failure at any time of either Party to enforce any provision of this Agreement (a) shall not be construed to be a waiver of such provisions, or of any other provision; and (b) shall not in any way affect the validity of this Agreement, or any part of this Agreement, or the right of either Party thereafter to enforce each and every provision of this Agreement.

9. Notice. Every notice required under this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid to the Party to be notified and addressed as follows:

To the Owner: Atten: Mrs. Melissa Dickson
Rock Ridge Point HOA
119 Wheaton Lane, Lot 4
Mooresville, North Carolina 28117

Lot 4

To the Operator: **Septic Environmental Solutions, Inc.**
**Mr. Kenneth L. Owens**
**3019 Spring Fancy Lane**
**Indian Trail, North Carolina 28079**

To the Local Health Department: **Iredell County Environmental Health**
**610 E. Central Avenue**
**Mooresville, North Carolina 28115**

The date of any Notice shall be the date of personal delivery or the date shown on the return receipt as the date of delivery or attempted deliver, as the case may be. Changes in the respective addresses to which notice may be directed may be made from time to time by either Party by notice to the other Party.

10. Place of Agreement. This Agreement and any questions concerning its validity, the system construction or performance shall be governed by the laws of the State of North Carolina. Notwithstanding the place of execution, or the order in which the signatures of the Parties are affixed.

11. Entire Agreement and Amendment. This Agreement supersedes all prior negotiations, agreements and understanding between the Parties with respect to the subject matter hereof and consitutes the entire Agreement between the Parties with respect to the subject matter hereof. To be effective, any amendment or modification to this Agreement must be in writing and must be signed by the Parties.

12. Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modification or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected in this Agreement, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such actions, remain in full force and effect.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Agreement in duplicate originals, one of which is retained by each of the Parties, the day and year first above written.

Melissa Dickson 5-22-15
(Mrs. Melissa Dickson) (Date)

5-22-15
(Mr. Kenneth L. Owens) (Date)

## Appendix A
## Low Pressure Pipe (LPPPBPS)

**Specific Operation and Maintenance Requirements listed by system components.**

15A NCAC 18A.1961 requires the LPP disposal system to be classified as a minimum Type IV(c) system, requiring the following:

- Detailed operation and maintenance, as required by the system designer, manufacturers of specific components, and state regulations as they pertain to those specific components.
- Inspection and maintenance by a certified subsurface wastewater system operator 2 times per year.
- Reporting by the operator to the local health department once every year.
- At each inspection and if applicable:
  - Check liquid level in pump tanks.
  - Check effluent filter. Clean if necessary (must be accessible).
  - Check water tightness of components.
  - Check operation of floats and electrical components.
  - Record pump run time meters and cycle counters.
  - Visual inspection of drainfield for obvious failures.
  - Check vegetative cover and drainfield.
  - Sample effluent to verify compliance with treatment standards (if applicable):
  - Check sludge and scum levels in septic tank every three to four years after first visit. Clean if necessary (must be accessible).
  - Record pump dose rate and drawdown test (if applicable).
  - Record dose volume and pump run time (if applicable).