

SERVICE & MAINTENANCE AGREEMENT CONTRACT

This Agreement is made and entered into and as of the Effective Date (hereafter defined) by and between, Service Provider (S.P.) Dominion Septic, Inc. (DSI) 13282 Sillamon Road, Goldvein VA 22720 540-737-1008 Fax: 540-737-1006

WITNESSETH:

Customer, hereafter known as Fauquier County, is the owner of a sewage disposal system ("System") located at:

Warrenton-Fauquier Airport, 5053 Airport Road, Midland, VA 22728

Accordingly, the parties agree as follows:

1. Definitions: For purposes of this agreement, the following definitions shall apply:

"System Components" shall mean the following mechanical components of the System: Components, System Components do include the septic tank, pump tank, distribution equipment, distribution lines, or absorption field.

(a) "Maintenance Services" shall mean:

- (i) Cleaning of the System Components.
- (ii) Monitoring the sludge/grease layer of the septic tank and pump chamber to determine the recommended frequency required for system pump-out and cleaning.
- (iii) Replacement of Manufacturer warranty parts does not include labor.
- (iv) Repair or replacement as necessary of any malfunctioning System Components will be at the owner's expense at \$130 per hour senior technician, \$65 per hour junior technician.

(b) "Effective Date" shall mean - The date that the contract has been signed and agreed to.

2. Terms of Maintenance Agreement:

This Agreement shall be for a period of 12 months after the Effective Date, unless otherwise terminated or cancelled by either party as provided herein.

3. Performance of Maintenance Services:

(a) S.P. shall perform Maintenance Services on the System Components during the term hereof. S.P. shall perform preventive maintenance portion of the Maintenance Services on a prescheduled basis as deemed necessary to maintain the System Components in good working order. S.P. will respond to the system alarms or customer notification within 72 hours

System contact phone # _____

Emergency phone # _____

(b) S.P. performance of Maintenance Services may take the form of repair, in this event, the manufacturers individual warranty will determine what will be covered and who will be monetarily responsible based upon the time frame spelled out in the warranty.

(c) The Maintenance Services shall be such that they will keep the System Components in good operating condition as determined by the specifications for the System Components. S.P. shall not be required to perform Maintenance Services hereunder if Customer makes alterations or modifications to the System, attaches devices to it not supplied by the original supplier thereof, or performs or attempts to perform maintenance services on it or any portion thereof.

(d) During the term hereof, Customer will provide S.P. with access to the System Components and with sufficient workspace and access required to perform Maintenance Services. If a lock secures System Components, Customer will provide DSI with a key or a combination to that lock. The following services will be performed at the defined frequencies:

Primary Septic Tank-- Bi-monthly Check (sludge and scum levels)
Pump out required @ 12" / 6" or once a year.
(Pump outs will be done by Butler-Eicher at their county contract rates)

Secondary Septic Tank-- Check every 3 months (sludge and scum levels) inspect/clean filters
Pump out required @ 12" / 6" or once a year.
(Pump outs will be done by Butler-Eicher at their county contract rates)

Pre-treat Dose Tank-- Check every 2 months (sludge and scum levels)
Pump out required @ 2" / 0.5"
(Pump outs will be done by Butler-Eicher at their county contract rates)

Microfast * (3 Tanks)-- Check every month (sludge and scum levels)
Pump out required @ 12" total
Check/clean air filters
Filter media check

Drip dose/recirculation tank-- Check every month (sludge and scum levels)
Pumps, amps, floats
Record run/counter meter

Head Works Vault-- Check every 2 weeks
Clean/change spin filter every 2 weeks
Check valve and solenoid operation
Record flow meter

Drain-field-- Check every month
Check surface dryness
Grass must be mowed (4-6") and clippings removed
Air release valves

Effluent Sampling-- Grab samples every 3 months
BOD5, TSS, Nitrite/Nitrate, TKN, pH, D.O.,
Temperature, Odor, Turbidity, Settleable Solids

Influent Sampling-- grab sample annually

bod, tss, tkn, ph, temperature)
Reporting (Quarterly)

4. Payment & Terms

Customer will pay to S.P. yearly charges of **\$10400.00** for operation and maintenance of system and **\$2700.00** for influent and effluent sampling, for a total of **\$13100.00** for the terms of the 1 year Contract Agreement billable yearly. First year fees are payable to S.P. at time of signing contract. There is a 2% service charge on any unpaid balance over 30 days; annual percentage rate of finance charge is 24%.

(a) If Customer requests that S.P. perform services in addition to the maintenance Services, Customer shall pay S.P. the agreed rate, for the performance thereof.

(b) Alarm calls, diagnostics and repairs are invoiced as follows; 1- hour minimum Senior Technician Time and then in 15 minute increments at the current fee schedule and require a \$125.00 service truck fee. Emergency hours are Monday-Sunday 6 A.M. to 6 P.M. We are closed and provide no service on the following holidays; New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.

Please note rules and pricing are subject to change based on VDH regulations.

6. Negation of Warranty:

EXCEPT AND TO THE EXTENT EXPRESSLY PROVIDED IN ARTICLE 3, AND IN LIEU OF ALL OTHER WARRANTIES, THERE ARE NO WARRANTIES, EXPRESS OF IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR PARTICULAR PURPOSE.

7. Termination/Cancellation:

Either party may terminate/cancel this Agreement if the other party is in default of any Provision hereof and such default has not been cured within twenty (20) days after the notice thereof is given.

(a) In the event of any termination to the Agreement, S.P. may:

(i) Declare all amounts owed by Customer to be immediately due and payable.

(ii) Enter Customer's premises without notice or permission from Customer and repossess any and all supplies, consumables, spare parts and any other items rightfully owned and/or belonging to DSI.

(iii) Cease performance of Maintenance Services hereunder without liability to Customer, then or in the future.

(b) If S.P. terminates this Agreement due to default by Customer, no refund of prepaid charges will be due.

(c) The foregoing rights and remedies hereto shall be cumulative and in addition to all other rights and remedies available to DSI in law and equity.

8. Limitation of Liability:

IN NO EVENT SHALL DSI BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF USE OF THE PROPERTY, OR LOST RENTS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PERFORMANCE OR BREACH THEREOF, THIS LIMITATION SHALL APPLY EVEN IF CUSTOMER HAS ADVISED DSI OF THE POSSIBILITY OR POTENTIAL OF SUCH DAMAGES, CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT DSI'S LIABILITY TO CUSTOMER FOR ANY DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR ONE (1) YEAR OF MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT. CUSTOMER FURTHER UNDERSTANDS THAT IN THE EVENT IT WANTS DSI TO INCREASE ITS LIABILITY FOR CUSTOMER'S POTENTIAL DAMAGES OF ANY KIND OR NATURE, THAT CUSTOMER WILL PAY DSI ADDED FEES IN AN AMOUNT TO BE AGREED UPON BY THE PARTIES THAT DSI CAN USE TO OBTAIN LIABILITY INSURANCE COVERAGE.

9. Excusable Delay: S.P. shall not be liable for any failure to perform or delays in the performance of Maintenance Services if such delays or failures are due to strikes, inclement weather, acts of God or Other acts beyond the reasonable control of S.P.

10. General:

(a) Any cause of action arising out of or related to this Agreement must be brought no later than one (1) year after the cause of action has accrued.

(b) This Agreement is the sole agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writing, proposals, representations or communications, oral or written, of either party. This Agreement may be amended only in writing executed by the authorized representative of both parties.

(c) This Agreement shall be interpreted in accordance with the substantive laws of the Commonwealth of Virginia.

Customer:

Jeff Campbell
Jeff Campbell
Procurement Manager

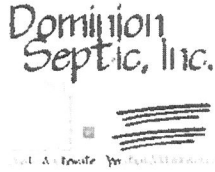
Print name, title, and date

Accepted on behalf of Dominion Septic, Inc.

David G. Stewart

David G. Stewart

President



Warrenton-Fauquier Airport

Operations and Maintenance Agreement
June 1, 2024

Addendum A
Valid through June 2025

Fee Schedule
After Hour Emergency Calls (6pm-6am)
Replacement Parts

Replacement Parts	\$3.00-\$5,000.00	
Operational Overhead	10%	
Profit	10%	
Total Mark Up	20%	(\$.30-500.00)

Labor	
Senior Technician	\$200/hour
Junior Technician	\$100/hour

Equipment \$650/trip
Mini Excavator

Jeff Campbell
Jeff Campbell
Procurement Manager

6/20/2024
Date

David G. Stewart
David G. Stewart
President, Dominion Septic, Inc.

6/20/2024
Date

Dominion Septic, Inc.
 13282 Sillamon Road
 Goldvein VA 22720

Invoice

Date	Invoice #
6/1/2024	4008-125

Bill To
Warrenton- Fauquier Airport 1533 Iris Trail Midland, VA 22728 Attn: Stacey Williams

Terms	Project Number
Due Upon Receipt	4008 - Fauquier Ai...

Description	Qty	Rate	Amount
Contract For Septic System - JUNE 2024 to JUNE 2025 Nitri Fast/Geoflow Property Address: 5075 Airport Road		10,400.00	10,400.00
Influent & Effluent Lab Sampling		2,700.00	2,700.00
Payment plans are no longer offered, we accept Visa, Master Card, Checks and Money Orders. (The Credit Card Processor charges a 3.5% convenience fee on all credit cards) ALL INVOICES ARE DUE UPON RECEIPT. INVOICE MUST BE PAID IN FULL PRIOR TO ANNUAL RENEWAL INSPECTION PERIOD.			

THANK YOU FOR YOUR BUSINESS	Total	\$13,100.00
	Payments/Credits	\$0.00
	Balance Due	\$13,100.00

office@dominionseptic.com

Phone #

540-737-1008