



Operation and Maintenance Contract
Puraflo® Peat Biofilter.

The Puraflo® Peat Biofilter System provides high performance wastewater effluent treatment with low running costs. A program of inspection and maintenance is important in ensuring that your Puraflo® Peat Biofilter System continues to perform to the same high standards throughout its lifetime. _____, as a Bord na Móna, Puraflo® approved service provider offers you a _____ State approved Operation and Maintenance Contract in accordance with the requirements of Rule _____

This Operation and Maintenance Contract is made by and between _____, whose principal offices are located at _____, hereinafter referred to as "Service Provider" and:

Customer	Site Details
Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
State, Zip: _____	State, Zip: _____

hereinafter called the "Customer".

Upon receipt of this signed Operation and Maintenance Contract and payment of \$_____, Service Provider agrees to perform Operation and Maintenance on the Customer's Puraflo® Peat Biofilter System as per the terms and conditions contained in this Contract, at the above site address _____ time(s) a year during the term of this agreement, _____ year(s).

Description	Number of Modules	Date of Installation
Puraflo® Peat Biofilter System		

Authorized Installer _____

 Company

Both parties have executed this Contract as of the day _____
Date of Contract

Service Provider:

Customer:

I declare that I have read all the clauses contained in this entire contract, and that I fully understand the terms and conditions of said clauses.

Authorized Representative

Customer signature.

Title

The Customer hereby contracts with Service Provider for Operation and Maintenance subject to the following terms and conditions. These terms and conditions constitute the sole agreement between Service Provider and the Customer.

Service Provider and Customer hereto agree as follows:

Obligations of Service Provider.

1. Field inspection and maintenance as per the frequency of this Contract which shall include the following:

Septic Tank

- Confirm manhole lids are secure.
- Confirm effluent filter is in place.
- Clean effluent filter if required.
- Confirm satisfactory condition of risers and pipe work.
- Check for any obvious water infiltration into the tank and water-tightness of pipe connections.
- Record wastewater level in tank.
- Record sludge and scum level in tank.

Pump Tank

- Confirm manhole lids are secure.
- Confirm satisfactory condition of risers and pipe work.
- Check for any obvious water infiltration into the tank and water-tightness of pipe connections.
- Record wastewater level in tank.
- Record sludge level in tank.

Pump and Floats

- Confirm pump is accessible and removable.
- Confirm pump is operating satisfactorily.
- Confirm floats are operating satisfactorily and adjust if necessary.
- Confirm pump valves are operating satisfactorily.

Control Panel & System

- Confirm alarm is working.
- Record the condition of control panel and alarm.
- Record pump readings.
- Record elapsed time meter readings
- Determine pump delivery rate (drawdown test), make adjustments as necessary and record.

Peat Fibre Modules

- Check modules for any structural damage and accessibility.
- Check for evidence of continuous ponding after the dosing cycle on the peat fibre media surface.
- Record the condition of the peat and note if there is any excess odor.
- Check modules, the surrounding area and peat for insect and pest infestations and treat if necessary.
- Check for even distribution of wastewater within the modules and adjust the distribution grid if necessary.
- Confirm that the ventilation holes around the top of the modules are free from obstruction and intrusion of vegetation.

Sample Chamber

- Confirm satisfactory condition of sample chamber.
- Extract effluent sample and conduct odor and visual inspection of sample.

Drainfield

- Check for evidence of surface water diversion.
- Check for evidence of ponding / surfacing of effluent.
- Check for excessive vegetative growth over the drainfield.
- Confirm stability of percolation area.

2. Service Provider shall report the results of the inspections to the local Health Department at the specified reporting frequency as per the Operations Permit. The Customer and Bord na Móna will also be furnished with a copy of this report.
3. Service Provider shall alert the Customer, Bord na Móna and the local Health Department in writing in a timely fashion of needed maintenance or repair activities not covered under the scope of this Contract, which may include, but not limited to, landscaping, tank sealing, tank pumping, pipe or control system repairs, media replacement, high water usage and adjustment to any other component.

This Contract does not include septic/pump tank pumping costs, peat fibre replacement costs nor other items not specifically mentioned above under the obligations of Service Provider.

This Contract does not cover the cost for emergency service calls, necessary remedial work, and replacement parts not covered under the product warranty nor does it include the cost for

any effluent sampling / analysis that may be specified under the Operations Permit or _____ State requirements.

Emergency service calls and necessary remedial work not covered by the product warranty or this contract will be billed separately @ \$_____ per call out and @ \$_____ per hour at site.

This Contract does not affect the terms and conditions of the initial product warranty.

Obligations of the Customer.

1. The Customer agrees to grant the legal right of access to the premises where the Puraflo® Peat Biofilter System is located to Service Provider in order that the operation and maintenance can be properly completed. Access also includes electrical controls and disconnects. This agreement shall be in force for as long as this Contract is in place.
2. The Customer acknowledges receiving from Service Provider or from a Puraflo® authorized Installer a copy of the owner's manual for a Puraflo® Peat Biofilter System and agrees to operate the System as per the guidelines in the owner's manual.
3. The Customer agrees to make no changes in the use or function of the building served by the purchased Puraflo® Peat Biofilter System, nor any modifications to the unit's installation as originally specified and approved by the local Health Department in the Construction and/or Operation Permit, without so seeking approval from the local Health Department and advising Bord na Móna Environmental Products US Inc. in advance. Any such changes without informing Bord na Móna Environmental Products US, Inc. in advance will void the unit warranty and this Contract.
4. This Contract and the owner's manual should henceforth be considered as forming a single document, and the Customer agrees to abide by all terms and conditions within.
5. The Customer agrees to indemnify and hold Bord na Móna and the Service Provider 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 Service Providers performance of services or additional services under this Contract.

Litigation.

Any disputes arising from this Contract will be litigated in the city of _____, _____ County, _____ State. This Contract shall be governed and construed in accordance with the laws of the judicial district of _____ County in the State of _____. The Customer hereby agrees to the terms, conditions and stipulations of this Contract. This Contract constitutes the entire understanding of both parties. Any changes or modifications must be in writing and signed by both parties.

Customer initials.