



# Annual Operation and Maintenance Report Form

RECEIVED  
 JAN 27 2026  
 BY: MW  
 186-26-000070  
 Pd#75 CK8110

### General Information (Complete ALL information)

Property Owner: Gearhart Partners, LLC Phone: 503-738-3538  
 Site Address: 1157 N Marion Ave Parcel #: 610030000100  
 City: Gearhart County: Clatsop  
 Permit #: 500955 Start up date if 1st year in use: \_\_\_\_\_  
 System Model #: \_\_\_\_\_ System Serial #: \_\_\_\_\_  
 Report Year: 2025 Date of Service Performed: 3/25/2025  
 Email Address: jasonb@gearhartgolflinks.com

### Onsite wastewater treatment system status: (Do not prefill and photocopy checkboxes)

- | Yes                                 | No                                  |   |
|-------------------------------------|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Was maintenance performed as required by septic system rules and the manufacturer?      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the system operating in accordance with the agent-approved design specifications?    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Is the system currently under a service contract with a certified maintenance provider? |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Is the system failing?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Discharge of sewage to the ground surface?  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Discharge of sewage to drain tiles or surface waters?                                   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sewage backup into plumbing fixtures?   |

Clatsop County Community Development  
 Onsite Septic/Wastewater Program  
 Approved By [Signature]  
 Date 2/14/26

If you answered "Yes" on the last four questions, was a repair permit obtained? If not, explain: \_\_\_\_\_

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

\*Maintenance Provider Name (please print): Dylan Walters

\*Certification #: RM 277 \*Certification Expiration: 08/30/2028

(\*This line only can be filled out and photocopied.)

Original Signature: [Signature] Date: 1/12/26

Note: Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agency per OAR 340-071-0130(24).



State of Oregon  
Department of  
Environmental  
Quality

State of Oregon  
Department of Environmental Quality  
Water Quality Division  
Onsite Program

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FEB 25 2025  
CLATSOP CO: PUBLIC HEALTH  
PK CH# 7946  
\$65-

Annual Operation and Maintenance Report Form

-610030000100-

General Information

Property Owner: Gearhart Partners, LLC Phone #: 503-738-3538  
Site Address: 1157 N Marion Ave City: Gearhart  
County: Clatsop Permit #: 500955 Startup Date: 04/19/2018  
System Model #: BSF System Serial #: \_\_\_\_\_  
Service Report Year: 2024

Onsite wastewater treatment system status:

Yes No

- Was maintenance performed as required by septic system rules (OAR 340-071) and the manufacturer?
- Is the system operating in accordance with the agent-approved design specifications?
- Is the system currently under a service contract with a certified maintenance provider?

Is the system failing?

Yes No

- Discharge of sewage to the ground surface
- Discharge of sewage to drain tiles or surface waters
- Sewage backup into plumbing fixtures
- If yes, was a repair permit obtained? If not, explain:

\_\_\_\_\_  
\_\_\_\_\_

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Maintenance Provider Name (please print): Michael Dick

Certification #: RM215 Certification Expiration Date: 08/20/2025

Signature: [Signature] Date: 1/14/2025

**Note:** Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agent per OAR 340-071-0345(14).



State of Oregon  
Department of Environmental Quality  
Water Quality Division  
Onsite Program

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JAN 29 2024

CLATSOP CO. PUBLIC HEALTH

*Pd* *ck# 7861*  
*\$ 62-*

Annual Operation and Maintenance Report Form

General Information

Property Owner: Gearhart Partners, LLC Phone #: 503-738-3538  
Site Address: 1157 N Marion Ave City: Gearhart  
County: Clatsop Permit #: 500955 Startup Date: 04/19/2018  
System Model #: BSF System Serial #: \_\_\_\_\_  
Service Report Year: 2023

*6-10-03-100*

Onsite wastewater treatment system status:

Yes No

- Was maintenance performed as required by septic system rules (OAR 340-071) and the manufacturer?
- Is the system operating in accordance with the agent-approved design specifications?
- Is the system currently under a service contract with a certified maintenance provider?

Is the system failing?

Yes No

- Discharge of sewage to the ground surface
- Discharge of sewage to drain tiles or surface waters
- Sewage backup into plumbing fixtures
- If yes, was a repair permit obtained? If not, explain:

Approved by  
Clatsop County  
Public Health

Date *Jan 1/30/24*

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Maintenance Provider Name (please print): Michael Dick

Certification #: RM215 Certification Expiration Date: 08/20/2025

Signature: \_\_\_\_\_ Date: *1/12/2024*

**Note:** Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agent per OAR 340-071-0345(14).



State of Oregon  
Department of  
Environmental  
Quality

State of Oregon  
Department of Environmental Quality  
Water Quality Division  
Onsite Program

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CLATSOP CO. PUBLIC HEALTH

PD CK# 7817  
862-

Annual Operation and Maintenance Report Form

-610030000100-

General Information

Property Owner: Gearhart Partners, LLC Phone #: 503-738-3538  
Site Address: 1157 N Marion Ave City: Gearhart  
County: Clatsop Permit #: 500955 Startup Date: 04/19/2018  
System Model #: BSF System Serial #: \_\_\_\_\_  
Service Report Year: 2022

Onsite wastewater treatment system status:

Yes No

- Was maintenance performed as required by septic system rules (OAR 340-071) and the manufacturer?
- Is the system operating in accordance with the agent-approved design specifications?
- Is the system currently under a service contract with a certified maintenance provider?

Is the system failing?

Yes No

- Discharge of sewage to the ground surface
- Discharge of sewage to drain tiles or surface waters
- Sewage backup into plumbing fixtures
- If yes, was a repair permit obtained? If not, explain:

Approved by  
Clatsop County  
Public Health  
Date Jan 4/14/23

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Maintenance Provider Name (please print): Dylan Walters

Certification #: M540 Certification Expiration Date: 08/30/2025

Signature: Dylan Walters Date: 1/13/23

**Note:** Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agent per OAR 340-071-0345(14).



State of Oregon
Department of Environmental Quality
Water Quality Division
Onsite Program

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FEB 25 2022

CLATSOP CO. PUBLIC HEALTH

PA ✓ # 7693

86200

Annual Operation and Maintenance Report Form

General Information

Property Owner: Gearhart Partners, LLC Phone #: 503-738-3538
Site Address: 1157 N Marion Ave City: Gearhart
County: Clatsop Permit #: 500955 Startup Date: 04/19/2018
System Model #: BSF System Serial #:
Service Report Year: 2021

# 186-21-000015 6-10-3-100

Onsite wastewater treatment system status:

Yes No

- Was maintenance performed as required by septic system rules (OAR 340-071) and the manufacturer?
Is the system operating in accordance with the agent-approved design specifications?
Is the system currently under a service contract with a certified maintenance provider?

Is the system failing?

Yes No

- Discharge of sewage to the ground surface
Discharge of sewage to drain tiles or surface waters
Sewage backup into plumbing fixtures
If yes, was a repair permit obtained? If not, explain:

Approved by
Clatsop County
Public Health

Date 3/23/22

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Maintenance Provider Name (please print): Steve Greenslate

Certification # RM2 Certification Expiration Date: 02/28/2024

Signature: Steve Greenslate Date: 2/1/2022

Note: Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agent per OAR 340-071-0345(14).



State of Oregon  
Department of  
Environmental  
Quality

State of Oregon  
Department of Environmental Quality  
Water Quality Division  
Onsite Program

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JAN 07 2021

CLATSOP CO. PUBLIC HEALTH

pd ch# 959n

862-

Annual Operation and Maintenance Report Form

General Information

Property Owner: Gearhart Partners, LLC Phone #: 503-738-3538  
Site Address: 1157 N Marion Ave City: Gearhart  
County: Clatsop Permit #: 500955 Startup Date: 04/19/2018  
System Model #: BSF System Serial #: \_\_\_\_\_  
Service Report Year: 2020

6-10-03-100

Onsite wastewater treatment system status:

Yes No

- Was maintenance performed as required by septic system rules (OAR 340-071) and the manufacturer?
- Is the system operating in accordance with the agent-approved design specifications?
- Is the system currently under a service contract with a certified maintenance provider?

Is the system failing?

Yes No

- Discharge of sewage to the ground surface
- Discharge of sewage to drain tiles or surface waters
- Sewage backup into plumbing fixtures
- If yes, was a repair permit obtained? If not, explain:

\_\_\_\_\_  
\_\_\_\_\_

I certify that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Maintenance Provider Name (please print): Steve Greenslate

Certification #: RM2 Certification Expiration Date: 02/28/2021

Signature: *Steve Greenslate* Date: 1/7/2021

**Note:** Maintenance providers must maintain accurate records of their maintenance contracts, customers, performance data, and timelines for renewing the contracts. These records must be available for inspection upon request by the agent per OAR 340-071-0345(14).

S  
Acc



#500955



6.10.3.100

# Clatsop County

Community Development

800 Exchange Street, Suite 100  
Astoria, Oregon 97103

Phone 503-325-8611 Fax 503-338-3606

comdev@co.clatsop.or.us www.co.clatsop.or.us

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MAR 11 2019

CLATSOP CO. PUBLIC HEALTH

PA OK # 17356  
\$6000

## Annual Operation and Maintenance Report Form

### General Information

Dates of Service: 09/19/18 Time of Service: \_\_\_\_\_  
 Property Owner(s): Gearhart Partners, LLC Telephone: 503-738-3538  
 Site Address: 1157 1300 N. Marion Ave City: Gearhart Zip: 97138  
 County: Clatsop System Ref #: 500955 Date System Constructed: April 2018  
 Company Name: Environmental Management Systems, Inc. Contract period from: 09/2018 to 11/2020  
 Maintenance Provider Name (please print): Steve Greenslate

### Is the system failing?

- |                          |                                     |  |
|--------------------------|-------------------------------------|--|
| Yes                      | No                                  |  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Discharge of sewage to the ground surface            |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Discharge of sewage to drain tiles or surface waters |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sewage backup into plumbing fixtures                 |

### Onsite wastewater treatment system status:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Failing                | <input type="checkbox"/> Maintenance Required             | <input type="checkbox"/> Owner has applied for repair permit |
| <input checked="" type="checkbox"/> Not Failing | <input checked="" type="checkbox"/> Maintenance Performed |  |

**Maintenance:** Reference relevant recommendations, corrections, replacements, and/or upgrades of the onsite wastewater treatment system for all identified components in inspection report.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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 \_\_\_\_\_  
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Approved by  
Clatsop County  
Public Health

Date 4/18/19

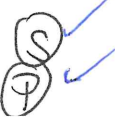
Individual inspections forms are required to be made available at the request of the agent.

I certify that I have performed O&M services in accordance with the requirements in OAR chapter 340, division 071, for the above reference property and that this report is complete and accurate to the best of my knowledge. I understand that falsification of this report is grounds for revocation of my certification and/or civil penalties.

Signature of maintenance provider (and cert. #):

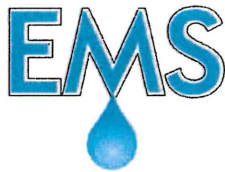
 # RMZ

Date: 1/30/2019



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FEB 19 2019



ENVIRONMENTAL  
MANAGEMENT  
SYSTEMS, INC.

CLATSOP CO. PUBLIC HEALTH

OR: 503-353-9691

FAX: 503-353-9695

WA: 360-735-1109

#500955

www.envmgtsys.com

4080 SE International Way

Suite B-112

Milwaukie, OR 97222

## **AGREEMENT FOR PROFESSIONAL SERVICES** **(CHANGE ORDER)**

**Job#** 14-0072OM-CO02 **Date:** November 29, 2018

**Client:**

Gearhart Partners, LLC  
Attn: Jason Bangild  
PO Box 2874  
Gearhart, OR 97138

**Project Site:**

Address: 1157 N Marion Ave, Gearhart, OR 97138

Tax Description: T: 6N, R: 10W, Section 3, TL: 100

The above listed client ("Client") hereby contracts with Environmental Management Systems, Inc. ("EMS") to perform the following designated services and agrees to our terms and conditions.

**1. General Scope of Project:** EMS currently provides Operations, Maintenance & Monitoring Services for two existing wastewater treatment systems at the client site noted above. This change order agreement adds a third system to the contract, referred to herein and by the client as "The Sand Bar" system.

As described in Oregon Administrative Regulations (OAR) 340-071-0130(23 - 24) and as required by your Septic System Permit, EMS will perform consulting, inspection and certification work relating to the Operation, Maintenance & Monitoring (OM&M) of the above client's onsite wastewater treatment system, including the following specified services on a Semi-Annual basis for a Two Year Contract Term, ending in November 2020.

- Test & Inspect All System Components
- Adjust System Timing Parameters, as needed
- Provide Maintenance as Recommended by Designer
- Provide Written Report of Conditions & Recommendations

**Oregon DEQ requires that you maintain an OM&M schedule for the operating life of your septic system.** Subsequent agreements will provide for additional years of maintenance that meet

either (a) your system manufacturer's specifications, or (b) the state mandated minimum requirements.

Scope of services does not include items that are not specifically included in this agreement and does not include supervision of non-EMS personnel, payment of regulatory fees or physical construction of system components. Repair activities, parts and permits are outside the scope of this agreement.

EMS will notify client in writing about any improper system function that requires additional service calls to repair and provide a cost and time estimate for repairs.

Any necessary repairs will be performed under separate contract by a DEQ-Licensed Sewage System Contractor, and will comply with OAR 340-071-0275, 0290, 0302, 0345 and other applicable requirements. Regulatory inspections may be required, but do not substitute for EMS inspections.

## 2. Client / Operator Responsibilities:

2.1 Routine daily and monthly operation and maintenance services will be performed by the Client, in accordance with the permit and the maintenance manual / instructions to be provided by equipment manufacturers and EMS. Provide copies of maintenance activities and monthly records to EMS each month immediately following readings or reportable events.

2.2 Payments of All Laboratory Fees are the responsibility of the Client. Samples, if collected by EMS, will be delivered to a DEQ and EMS-acceptable laboratory for testing. EMS collected laboratory fees will be re-invoiced to the client for payment.

2.3 Client will ensure any necessary pumping will be performed under separate contracts by a DEQ-Licensed Sewage System Pumper, in accordance with appropriate regulations.

## 3.0 Payment

3.a **Charges:** The additional services provided herein will add **\$300** to the per visit rate of the agreement, making your per visit rate **\$1125.00** for the duration of the contract term.

Due to client's long-standing relationship with EMS, the standard requirement for a retainer payment at time of contract execution is waived.

EMS will file an annual evaluation report with Clatsop County on behalf of the client for this and every year for the term of this contract. The current annual fee for this report is \$60.00 and will be invoiced to the client as due. EMS will notify clients beginning in December every year with special instructions on how to submit payments.

3.b **Invoices:** When applicable, EMS invoices are due and payable upon receipt. Itemized invoices are mailed to clients on an as needed basis, but no less frequently than once a month. Payment in full is required prior to issuance of any final certification letters, reports or documentation.

3.c **Prompt Payment of Charges:** Client's failure to remit payment when due will result in a service fee assessed at the maximum allowable rate, and cessation of further services. EMS may institute collection proceedings. Interest shall accrue on any unpaid balances due to EMS at the rate of 12% per annum. Client shall be obligated to pay all attorney's fees and cost of collection.

3.d **Invalid Payments:** Any checks that are returned for Insufficient Funds will be collected at the maximum allowable statutory rate.

3.e **Troubleshooting:** The EMS maintenance provider may from time to time determine that minor parts may need replacement or repair to ensure proper system operation. We will make every attempt to contact the client before proceeding with these repairs, but if unsuccessful will consider these repairs "preapproved" up to a \$500 limit. Major repairs exceeding that amount will be handled on a Time & Materials basis under separate contract and only with client written authorization.

#### 4.0 Modifications

4.a **Change Orders.** Changes in or additions to EMS scope of work shall be made only as agreed to between the parties confirmed by a written change order signed by both parties. There shall not be any increase in the Contract Price or change in EMS scope of work absent the execution of a written change order approved by both parties.

4.b **Changes by Client.** Client may request changes in EMS' work including additions, deletions or modifications to the scope of work expressly identified above. The contract terms and price shall be adjusted accordingly. All such changes in work, as well as the costs thereof, shall be agreed upon in writing between the Client and EMS prior to their execution. It shall be Client's responsibility to prepare and deliver any and all change orders to EMS within a reasonable time in advance of the commencement of scheduled subject work. Once scheduled subject work has commenced, it cannot be canceled via change order. Major changes may require additional regulatory review and fees.

4.c **Changes Required By a Public Body.** Any changes, alterations or additions to the project which may be required by any public body or regulatory inspector shall constitute a need for a change order. Client will need to approve such change orders prior to work by EMS.

4.d **Contractor Error or Substitution.** Any improper installations, substitutions, changes, alterations or additions shall constitute the need for a change order prior to any additional work being performed by EMS.

4.e **Force Majeure.** Work required by or as a result of Natural Calamity, Vandalism or other factors beyond the control of EMS shall constitute a need for a change order. Client will need to approve such change orders prior to work by EMS.

5.0 **Notices.** All notices required to be given hereunder shall be made in writing and shall be deemed to have been duly given, made, and received only (a) upon delivery, if personally delivered to a party; (b) one business day after the date of dispatch, if by facsimile transmission or e-mail; (c) one business day after deposit, if delivered by a nationally recognized courier service offering guaranteed overnight delivery; or (d) three business days after having been deposited in the United States mail, certified mail, postage prepaid, return receipt requested, at the addresses set forth herein.

6.0 **Legal Fees.** In the event EMS must retain the services of an attorney or collection agency to settle payment disputes, client shall be liable for any and all legal fees, including but not limited to: attorney's fees, the costs of searching records, the cost of discovery depositions, expert witness fees, agency and/or and legal assistant fees. Signing parties agree to submit any disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Clackamas County, Oregon.

7.0 **Third Party Work.** EMS shall not supervise and shall not be responsible for and makes no warranty regarding any defects in workmanship or materials provided by non-EMS personnel, including but not limited to: Client, subcontractors or other consultants. All such subcontractors or

consultants obtained by Client must be licensed, bonded and must have worker's compensation coverage. CLATSOP CO. PUBLIC HEALTH

8.0 **Benefit.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns.

9.0 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.0 **Termination.** This Agreement may be terminated by either party with prior notice of not less than 30 days and not more than 60 days. Upon notification in accordance with paragraph 4 above, the notified party will cease work as quickly as possible. All work performed prior to receipt of notice of termination and work which is reasonably necessary to disengage from the project shall be subject to payment in accordance with this agreement.

11.0 **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.

12.0 **Waiver.** Failure or delay on the part of either party to exercise any right provided for herein shall not act as a waiver of any right hereunder, nor shall any single or partial exercise of any right by any party preclude any other or further exercise thereof. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver. Remedies herein are deemed as cumulative and non-exclusive of each other.

13.0 **Severability.** If any provision of this Agreement is held by a competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14.0 **Further Acts.** Each party of this Agreement agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

15.0 **Third Party Beneficiaries.** Nothing contained herein nor the transactions contemplated hereby, express or implied, shall be deemed to inure to the benefit of any person or entity not a party to this Agreement, nor shall it confer upon any such party or entity any right or remedy of any nature whatsoever.

16.0 **Sale of Property.** If Client is the owner of the real property on which the Project Site is located, Client shall give notice to EMS within ten (10) days after any sale of any portion of the real estate. Notice shall include point of contact information for the buyer, so that EMS may offer them the opportunity to assume this Agreement for the balance of its term. Client shall remain liable for all work performed by EMS until such offers have been made. Client shall be responsible for all EMS charges incurred for work done hereunder prior to receipt of the sale notice required herein.

17.0 **EMS' Right to Repair.** The Client may not compel arbitration or commence a court action against EMS for any matter arising out of or relating to this agreement unless the Client first provides EMS with a written notice of defect identifying with particularity any alleged defect or deficiency with EMS' work and 90 days within which for EMS to inspect the alleged defects and take corrective action if appropriate as determined by EMS in its sole discretion.

This agreement is valid, if signed by both parties within 90 days of the date of authorship.

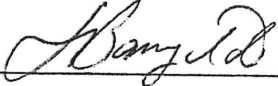
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FEB 19 2019

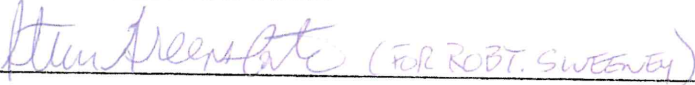
GLATSOP CO. PUBLIC HEALTH

This document is a legal contract. The client's signature below affirms that the client has read, understands and agrees to the contract's terms and conditions. The client hereby expressly represents that the undersigned has legal authority to enter into this agreement and has the funds available to complete the project. The undersigned hereby authorizes EMS, Inc. access to the property and to perform all research and investigation normally required to pursue this scope of work. Payment will be made upon receipt of invoices or statements.

CLIENT AUTHORIZED REPRESENTATIVE:

Signature:  Title: G.M. Phone #: 103. 739. 1037  
Printed Name JASON BADGLEY Date: 2.6.19  
(Applicant or authorized representative)

EMS AUTHORIZED REPRESENTATIVE:

Signature  (FOR ROBT. SWEENEY) Date 2/25/2019

Dave Bracken  
Admin Manager  
ENVIRONMENTAL MANAGEMENT SYSTEMS, INC.