



199912020045

Kathy Hill, Skagit County Auditor

12/2/1999 Page 1 of 5 1:20:12PM

**OPERATION & MAINTENANCE AGREEMENT**

This agreement is entered into between **Stanton Industries Inc.**

**hereinafter, referred to as Operator, and Mr. Joe Salazar** hereinafter, referred to as Owners, on the day of December, 3, 1999, and will be recorded against the property which the Clearstream unit is installed.

Property Address: 6022 SR 20 Anacortes Wa 98221

Tax Parcel #: 4101 170 013 0006 PNO. 73224

Legal Description:

hereafter "the Property".

The dwelling unit(s) on the Property utilize(s) an alternative method of sewage treatment, a Clearstream mechanical aerobic treatment system The Clearstream unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248~ 046 and the

County Board of Health Resolution Number ; Section , subsection . Removal, replacement or alteration to this system must be in compliance with all applicable current County Health District and Department of Health regulations governing on-site sewage.

The owner(s) of the Property are responsible for all costs associated with monitoring and maintaining the Clearstream unit. The agency responsible for maintaining and monitoring the Clearstream unit in Skagit County is:

Agency/Distributor: Stanton Industries Inc.  
Address: POB 361  
Mt Vernon , Wa. 98273  
Phone Number: (360) 679 7805 or (360) 6612118

O&M  
Page 2

The purpose of this agreement is to outline the responsibilities of OWNER and OPERATOR regarding the monitoring and maintenance of a Clearstream mechanical aerobic treatment system. AN OPERATION AND MAINTENANCE MANUAL HAS BEEN PRESENTED TO THE OWNER. The owner acknowledges receipt and understanding of the text of that agreement. Initials\_\_\_\_\_.

When the Property is sold, the new OWNER(S) must be advised and assume the responsibility under this agreement. This agreement will become effective immediately after installation and continue for 2 years at a rate of \$ 200.00\_\_\_\_\_ per year, first 2 years payable in advance. The agreement year will commence on the first of the month following the month of installation. This agreement will automatically renew yearly after two years, upon payment of preimum unless replaced by another Maintenance Agreement approved by the Local Health Department and the State Health Department, from an OPERATOR certified to operate the Clearstream unit. If this agreement is canceled, the operator will notify the Local Health Department within 10 days of said cancellation.

All polices required under this Agreement are to be in writing, and transmitted by U.S. Mail, express courier service, fax or hand-delivery. Written notices shall be deemed to be given upon dispatch.

Notices and other communications to the Health Dept. shall be transmitted to: Skagit Co. Planning

200 W. Washington Street, Mt Vernon, Wa

Phone number: 360 336 9410

Notices and other communications to the OWNER shall be transmitted to:

Joe Salazar, 6022 SR 20, Anacortes, Wa

Phone number: 360 3299 0866

Notices and other communications to the OPERATOR shall be transmitted to:

Stanton Ind. Inc. P>O> Box 361, Mt Vernon, Wa. 98273

Phone number: 360 419 9589 Office 360 679 7805 Pager 360 661 2118 Mobil



199912020045

Kathy Hill, Skagit County Auditor

12/2/1999 Page 2 of 5 1:20:12PM

O&M PAGE 3  
Operators Duties

OPERATOR will conduct the initial inspection at the time of installation and another inspection at 6 weeks to ensure adequate treatment is being achieved.

If applicable - chlorinating tablets will be checked no less than monthly, or to meet State/County minimum standard.

\$\_ \$60.00\_\_\_\_\_ service charge plus expenses for calls between normal service calls.

Routine maintenance and monitoring will continue every 6 months by the OPERATOR.

If Treatment Standard 1 treatment is required, fecal coliform/chlorine residual will be tested every 6 months or to meet State County requirements.

Inspections of the system will comply with the attached Operation & Maintenance schedule. The OPERATOR will generate a performance report and deliver a copy of this report to the OWNER, Local County Health Department and the appropriate State Representative, and keep a copy on file at OPERATOR'S main office.

**WARRANTY:**

All Clearstream units Operation & Maintenance manuals include a warranty on all parts included in the unit, a copy of which as been given to the OWNER. Initials \_\_\_\_\_

Additional services not covered by the warranty are as follows.

1. All service call charges and costs of any replacement parts due to the OWNER(S) neglect and /or any other party(s) neglect and or abuse of the Clearstream unit. The minimum service all charge will be \$60.00\_\_\_\_\_ for every additional hour, the OWNER(S) will be charged \$40.00\_\_\_\_\_ an hour. This may vary and be subject to change upon notice from OPERATOR.
2. All labor charges for providing aeration to the Clearstream unit if the electricity is shut off. Labor charges for this will be the same as a service charge.
3. The costs of chlorinating supplies made available from OPERATOR will be the responsibility of the OWNER(S).
4. Service charges are subject to reasonable increase upon written notice to OWNER.

**OWNER(S) Responsibilities**

1. Complying with the instructions of the Operation & Maintenance manual.
2. Notifying the OPERATOR or the OPERATOR'S designated agent immediately of any problems with the Clearstream unit. Particular attention must be given to any failure of the aeration pump.



199912020045

Kathy Hill, Skagit County Auditor

O & M.  
Page 4

3. Keeping the sampling access ports free of obstructions at all times.
4. Granting OPERATOR and Health District Personnel access to the OWNER(S) property to service or inspect the Clearstream unit at ANY time.
5. Notifying OPERATOR when residence is sold or rented to new tenants.
6. Cleatstream units #s 10184-15 1500N  
10263-15 1500N      10260-15N      10258-15 1500N
7. O&M will be \$200 per unit per year . First 2 years to be paid in advance . Billings starting at year 3 will be annually

  
199912020045  
Kathy Hill, Skagit County Auditor  
12/2/1999 Page 4 of 5 1:20:12PM

UNOFFICIAL DOCUMENT

Joe V. Salazar  
Owner

STATE OF WASHINGTON )  
COUNTY OF Skagit ) SS



On this 2 day of Dec, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joe V. Salazar to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS 2 DAY OF Dec., 1999

Stacey S. Harmon  
Notary Public in and for the State of Washington  
Residing at Aracutes

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) SS

On this day \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he / she was authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL This \_\_\_\_\_ DAY OF \_\_\_\_\_ 19\_\_\_\_

Notary Public in and for the State of Washington residing at \_\_\_\_\_



199912020045