



200205080114

Skagit County Auditor

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## OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between Louie Nurmi  
Hereinafter referred to as Operator and RICHARD PERRY  
Hereinafter referred to as Owners, on this 8 day of May 20 02 and will be recorded against the  
property which the Whitewater unit is installed.

Property Address: 7654 Merganser Lane  
Bow, WA

Tax Parcel ID#: 4694-000-019-0000

Legal Description: Lot 19 Sunset Creek, PUD  
Mapbook 16 map page 168

Hereafter "The Property"

The dwelling unit(s) on the Property utilize(s) an alternative method of sewage treatment, a Whitewater mechanical aerobic treatment system. The Whitewater unit is required to be monitored and maintained in accordance with regulations as stated in WAC 248-96-046. Removal, replacement or alteration to this system must be in compliance with all applicable current Skagit County Health District and Department of Health regulations governing on-state sewage.

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

Agency/Distributor: Louie Nurmi's Backhoe Service Inc.  
Address: 17039 Dunbar Rd.  
Mt. Vernon, WA 98273

Phone Number: (360)428-8727

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

When the Property is sold, the new OWNER (S) must be advised and assumes the OWNER'S responsibility under this agreement. This agreement will become effective immediately after installation and continue for 2 years at a rate of \$~~2800~~ per year, payable in advance annually by OWNER. The agreement year will commence on the first of the month following the month of installation. This agreement will automatically renew every two years, unless replaced by another Maintenance Agreement approved by the Local Health Department and the State Health Department, from an OPERATOR certified to operate the Whitewater unit. If this agreement is canceled, the operator will notify the Local Health Department within 10 days of said cancellation.

All notices 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 County Planning & Permit Center  
260 W. Washington St.  
Mt. Vernon, WA. 98273  
Phone number: (360) 336-9410

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

14040 26th Ave NE  
Seattle, WA 98125  
Phone number: 206-361-8728

New address  
will be 7654  
Merganser, Bow  
after July 1, 02

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

Louise Nurmi's Backhoe Service, Inc.  
17039 Dunbar Rd.  
Mt. Vernon, WA. 98273  
Phone number: (360) 428-8727

\* First 2 years maintenance included in Whitewater system purchase price.



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Operator's 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.
- Routine maintenance and monitoring will continue every 6 months by the OPERATOR.
- If Treatment Standard 1 treatment is required, focal 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 Whitewater units Operation & Maintenance manuals include a warranty on all parts included in the unit, a copy of which as given to the OWNER. Initials J.M.

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 Whitewater unit. The minimum service all charge will be \$ 25.00 for every additional hour, the OWNER (S) will be charged \$ 60.00 and hour. This may vary and be subject to change upon notice from OPERATOR.
2. All labor charges for providing aeration to Whitewater unit if the electricity is shut off, Labor charges for this will be the same as a service charge.
3. The cost 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 Whitewater unit. Particular attention must be given to any failure of the aeration pump.
3. Keeping the sampling/access ports free of obstruction at all times.
4. Granting OPERATOR AND Health district Personal access to the OWNER (S) property to service or inspect the Whitewater unit ANY time.
5. Notifying OPERATOR when residence is sold or rented to new tenants.



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Skagit County Auditor

Louie Nurmi  
Operator

Richard Perry  
Owner  
Richard Perry

STATE OF WASHINGTON)  
COUNTY OF ) SS

On this 8 day of May, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, daily commissioned and sworn, personally appeared Richard Perry to me known to be the individuals described in and who executed the with and foregoing instrument, and 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 8 DAY OF May, 2002

Walter Zava  
Notary Public in and for the State of Washington  
Residing at Burlington  
my commission expires 10/05

STATE OF WASHINGTON)  
COUNTY OF ) SS

On this \_\_\_ day of \_\_\_, 20\_\_\_, before me, the undersigned, a Notary Public in and for the State of Washington, daily 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 acknowledged that \_\_\_\_\_ 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 \_\_\_, 20\_\_\_

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



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