

Bannister Septic
1927 South 17th. Street
Mount Vernon, WA. 98274
Phone 360-428-4949 Fax 360-428-4949

AGREEMENT FOR MANAGEMENT SERVICES OF THE ON-SITE SEWAGE SYSTEM

This agreement for Management Services ("Agreement") prepared April 14, 2004 is hereby entered into by and between Bannister Septic ("Manager") and Susan Halvorsen ("Owner").

The Owner is purchasing or possesses a parcel of property with a proposed residence at 12814 Josh Wilson Road, Mount Vernon, WA. 98273 and further identified by Assessor P#35067. This site will be served by a community septic system placed on the property to the West with an address of 12772 Josh Wilson Road (P#99580).

This agreement details the responsibilities of the Manager for monitoring and maintenance of the on-site community sewage treatment and disposal system serving the subject property. The system is a M31 Multiple Basin Glendon Biofilter ("System"). The maintenance schedule is based upon the Operation and Maintenance Manual provided by Glendon Biofilter Technologies, the sewage system designer ("Designer") and in accordance with guidelines set forth by the Washington State Department of Health. Monitoring will help assure ongoing satisfactory operation, early detection of System or equipment failure or other problems which could threaten the operation of the System.

This Agreement will remain continuously in effect until terminated in writing by either the Manager or Owner. A written notification of termination of this agreement must be provided by either party wishing to end the agreement and delivered to the second party. Such agreement must be presented sixty (60) days prior to termination of the agreement. If, for any reason, the Manager finds it necessary to discontinue this agreement (due to non-payment, Owner cancellation, etc.) a written notice thirty days prior to termination will be sent to the Skagit County Health Department (Health Department"). Upon discovery of a change in Ownership of the subject property, the Manager shall notify the Health Department within thirty (30) days of such finding.

The Owner agrees to grant the Manager, representatives, agents or successors of the Manager, access to the System at all reasonable times for maintenance and inspection purposes. The Owner shall assume all responsibilities and costs in keeping monitoring stations accessible without advance notification. This includes making sure that all tanks are equipped with risers (septic tank inlet and outlet, surge tank) to the surface, that there are inspection ports and/or squirt ports on the laterals (when applicable to the system) and that there is no excessive weed growth over or around the System.

The Owner agrees to provide the Manager with an approved copy of the Operation & Maintenance Manual prepared by Glendon Biofilter Technologies and a copy of the complete construction record document as generated by the System designer.

Once the System has been put into operation, the Owner must contact the Manager so that the Manager can monitor the System during the sixth and twelfth month of operation and twice a year thereafter. During each monitoring inspection the Manager shall perform an overall performance evaluation of the System and the following tasks will be conducted:

Septic tank

Check scum and sludge accumilation. Initiat pumping as needed.

Inspect and clean the septic tank outlet screen or filter.

Check for ground water intrusion.

Surge tank and/or screened vault

Check for scum and sludge accumilation. Initiat pumping as needed.

Check for ground water intrusion.

Pumps & Appurtenances

Record cycle counter reading and determine average daily water use if needed as a diagnostic tool. Compare calculated flow to original design.

Inspect and test switches, floats, tranducers and alarms, check for correct working condition.

Inspect pump and perform a draw down test. Confirm draw down performance matches the dose settings of the original timer settings or the most recent adjustment. Check control panel for proper operation.

Glendon Biofilter

Check for surfacing effluent.

Measure the liquid level within the Biofilter.

Check the general condition of the side slopes and maintenance of vegetation on and around the Biofilter.

Should the Manager detect problems and/or failure of the System or any component of the System, the Owner agrees to allow the Manager to further investigate the problem(s) and to make repairs and/or adjustments to maintain or bring to compliance the operation of the System. The Owner and the Health Department will be notified by the Manager orally and/or in writing within seven (7) days of discovery of any System operational problem.

One copy of each monitoring report and any recommendations of the Manager will be provided to the following:

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Owner Susan Halvorsen 12814 Josh Wilson Road Mount Vernon, WA. 98273

Skagit County Health Department O & M Program P.O. Box 91071 Mount Vernon, WA. 98273

Notifications to the Manager shall be sent to:

Bannister Septic Attn. Dean Bannister 1927 South 17th. Street Mount Vernon, WA. 98274

Routine monitoring, maintenance and repairs will be billed in accordance with rates in effect at the time of service.

Services are payable in full upon receipt of each billing, however, such payment shall be made no later than thirty (30) days after the billing date. Overdue balances shall be charged an additional 1.5% per month interest, compounded monthly.

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