

RETURN ORIGINAL DOCUMENT TO:

Stafford Construction
PO Box 1057
Lake Stevens, WA 98258



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Skagit County Auditor

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SKAGIT COUNTY PERMIT CENTER

ON-SITE SEWAGE SYSTEM

OPERATION AND MAINTENANCE (O&M) AGREEMENT

Owner (Grantor): Kevin & Gitty Stafford

Owner's Address: PO Box 1057, Lake Stevens, WA 98258

Grantee: Skagit County Permit Center

Parcel #: P118730 330431-1-001-0500 Permit #: SW04-0468

Site Address of System: 18951 Milltown Road, Mount Vernon, WA 98273

Type of System: ATU Mound

Number of Bedrooms (if applicable): 4

Peak Design Flow: 480 gallons per day.

I. SERVICE AGREEMENT

The owner is responsible for obtaining a service contract with an approved / qualified management entity to provide maintenance, operation, sampling, reporting and testing until such that the system is no longer required.

II. OPERATION AND MAINTENANCE

1. All inspections, maintenance and repair comments, and sampling results shall be recorded onf O&M log.
2. Initial maintenance and monitoring test pressure distribution network, pumps and controls at six weeks.
3. Routine maintenance and operation of disinfection equipment (if applicable) as required by the installation and manufacturer.
4. Routine maintenance and monitoring: check the condition and proper performance of the distribution network, controls pump/siphon, pump counter/timer, screen, and alarms as per guidelines and manufacturer requirements every six months. Electrical components and conduits should be checked for corrosion.
5. The septic tank(s) and pump chamber(s) shall be inspected every six (6) months, unless otherwise authorized by the Health Officer. Inspections and pumping shall be recorded on the O&M log.
6. Food service establishments and community systems (if applicable): Inspections of the septic tank, pump chamber, and/or siphon chamber, and all other components shall be done at minimum, semi-annually. In the case of low water use food service establishments (less than five-hundred (500) gallons per day), the inspection schedule shall be once every three (3) years.
7. Inspection of grease traps shall be done monthly (if applicable).
8. Drainfield areas and/or inspection port(s) must be visually inspected semi-annually. Results of the inspections must be noted on the inspection log.
9. Inspection of fill areas, including visual inspection for seeping and ponding of effluent.
10. Establishment and maintenance of shallow rooted vegetation on all fill systems.
11. Other O&M requirements specific to the system type and manufacturers requirements.



III. REPORTING

Records shall be kept of all inspections, monitoring, work performed, conditions found, etc. An annual summary report shall be included in an operation and maintenance (O&M) log. System performance and reporting must be in compliance with permit conditions prior to annual operating permit renewal. Reports are due by January 31st of each year.

The O&M log shall include:

Name of Person Completing Form
Maintenance and Repair Records
Inspections
Monitoring Information (dates, sample parameters, etc.) and
Sampling Results

All results to be forwarded annually to:

Skagit County Permit Center
200 West Washington Street
Mount Vernon, WA 98273

IV. PERFORMANCE MONITORING

1. The following sampling requirements apply to all systems installed in Skagit County for the application of treatment standards 1 and 2. Additional samples and/or frequencies may be required by the manufacturer.

Alternative Systems	Treatment Standard 1		Treatment Standard 2	
	With Disinfection	Without Disinfection	With Disinfection	Without Disinfection
<i>Routine Sampling Frequency, Sample & Test for Fecal Coliform, TSS, and BOD</i>	Annually	Annually	Annually	Annually
<i>Current water quality standards for Fecal Coliform, TSS and BOD respectively</i>	200/ml, 10mg/L, 10 mg/L	200/ml, 10mg/L, 10 mg/L	800/ml, 10mg/L, 10 mg/L	800/ml, 10mg/L, 10 mg/L

2. For other system types such as Experimental, Community, and Commercial, attach maintenance and sampling schedule per WAC 246-272, Washington State Department of Health Guidelines and Design Criteria. The details of testing, including the parameters to be tested, responsibilities for collection, sampling techniques, recording and reporting, frequency of testing, methods of analyses, names of laboratories and/or responsible individuals are to be included in the O&M agreement



V. EMERGENCY RESPONSE PROCEDURES

An emergency is defined as a condition affecting the operation of the system, which may create a public health hazard. The failure of the pumps to handle the sewage effluent, a break in the transmission main, effluent breakout, exceeding ground water monitoring test parameter limits and/or exceeding the above water quality standards.

Emergency procedures are outlined below:

1. The owner of the on-site sewage system shall immediately contact a qualified entity as described under chapter 246-272 WAC.
2. The owner/manager shall determine the cause of the failure or malfunction. A repair permit is required prior to repairing or replacing the sewage system or components, unless otherwise authorized by the Health Officer. Any repairs requiring a permit must be performed by a Skagit County licensed installer, unless otherwise approved by the Skagit County Health Officer.
3. A brief narrative describing the event and the problem shall be written and submitted to the Skagit County Permit Center, along with an as-built of the repair.

VI. SPECIAL CONDITIONS AND AGREEMENTS

NOW, THEREFORE, the grantor(s) agree(s) and covenant(s) that said grantor(s), his/her (theirs) heirs, successors and assigns will adhere to the following conditions and agreements:

1. Will immediately report any failure, damage or change of conditions to the Skagit County Health Department.
2. Shall not cause any part of the system, including disinfection equipment (if applicable), to become non-functional or ineffective.
3. Will agree that in the event records and reports are not provided as per this agreement, the same conditions as a failure will be applied.
4. Will grant to the Skagit County Health Department and management entity the right to enter the property during normal business hours for purposes of routine inspections, monitoring and/or necessary enforcement.
5. Will bear the costs of maintenance and monitoring, including required laboratory fees and service management by an approved entity.
6. Shall notify prospective purchasers of the requirements and conditions inherent with the perpetual function of the on-site sewage system.



These covenants and agreements shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in this land described herein or any part hereof and it shall pass to and be for the benefit of each owner thereof.

DATED this 9th day of August, 2004

Gitty Stafford

[Signature]

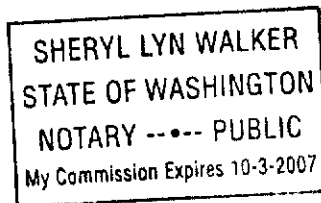
Grantor(s)

State of Washington)

County of Skagit)

On this 9th day of August, 2004, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Kevin Stafford and Gitty Stafford, known to be the individuals described herein and who executed the foregoing agreement and acknowledged to me that they signed this instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 9th day of August, 2004.



Sheryl Lyn Walker

Notary Public in and for the State of Washington
Residing at Marysville, WA
My commission expires: 10/03/2007

