

8/6/2007 Page

1 of

3 10:49AM

Document Title: Septic Service
Reference Number:
Grantor(s): [_] additional grantor names on page
·fladebo, Larry
2.
<u>Grantee(s):</u> [1] additional grantee names on page
1 bannister Septic
2.
Abbreviated legal description: [_] full legal on page(s)
Willabelle Estats Lt 9
Assessor Parcel / Tax ID Number: [] additional tax parcel number(s) on page
P123537

## **Bannister Septic** 1927 South 17<sup>th</sup>. 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 August 4, 2007 is hereby entered into by and between **Bannister Septic** ("Manager") and Larry Fladebo ("Owner").

The Owner possesses a parcel of property with an existing or proposed residence at 22211 Willabelle Place, Mount Vernon, WA. 98274 and further identified by Assessors Number P123537.

This agreement details the responsibilities of the Manager for monitoring and maintenance of the on-site sewage treatment system component. The system component is a Retro Fast ("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 notice 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 (30) 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 system designer and a copy of the complete asbuilt (record drawing) 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 Retro Fast component and the following tasks will be conducted:

200708060118
200708060118
skagit County Auditor
8/6/2007 Page 2 of 3 10:49AM

Page 1 of 2

- Check soum and sludge accumilation. Initiat pumping as needed.
- Check for ground water intrusion.
- Record any cycle counter reading that may be available and determine average daily water use. Compare calculated flow to original design.
- Inspect and test switches, floats and alarms, check for correct working condition.
- Check Dissolved Oxygen levels.
- Check control panel for proper operation.

Should the Manager detect problems and/or failure of the Fast System Component 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 Component. 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:

Owner:

Larry Fladebo 22211 Willabelle Place Mount Vernon, WA. 98274

Health Department: Appropriate contact

Notifications to the Manager shall be sent to:

Bannister Septic Attn. Dean Bannister 1927 South 17<sup>th</sup>. 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 or 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.

Jury Hudbo

Baphister Septic Dean Bannister

A fully executed copy of this Agreement will be sent to the Skagit County Health Department with seven (7) days of Owner approval: 8-6-7, 2007

Page 2 of 2



8/6/2007 Page

3 of

3 10:49AM