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SKAGIT COUNTY PERMIT CENTER

ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE AGREEMENT

Owner (Grantor): Jeanne Wahler

Owner's Address: 103 N 41th Ave. Yakima, WA 98908

Grantee: Skagit County Permit Center

Parcel Number: P60739/3841-027-020-0006 **Permit #:** pending

Site Address of System: Canyon Ridge Drive ← new # 11958 assigned 6/3/03

Type of System: Aerobic Treatment with disinfection to drip irrigation drain field

Number of Bedrooms (if applicable): 3

Peak Design Flow: 360 **gallons per day.** **Receipt #** _____

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 time that the system is no longer required.

II. OPERATION AND MAINTENANCE

1. All inspections, maintenance and repair comments, and sampling results shall be recorded on 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: 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.

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7. 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 system type and manufacturers requirements.

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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 31 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 W. Washington
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 maybe required by the manufacturer.

	Treatment Standard 1		Treatment Standard 2	
Alternative Systems	With Disinfection	Without Disinfection	With Disinfection	Without Disinfection
Routine Sampling Frequency, Sample & Test for Fecal Coliform, TSS, and BOD_5	Annually	Annually	Annually	Annually
Current water quality standards for Fecal Coliform, TSS and BOD respectively	200/ml, 10mg/L, 10mg/L	200/ml, 10mg/L, 10mg/L	800/ml, 10mg/L, 10mg/L	800/ml, 10mg/L, 10mg/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 analysis, names of laboratories and/or responsible individuals are to be included in the O&M agreement.

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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 service enity 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 an Skagit County licensed installer, unless 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 the as-built of 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 cost 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.

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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 12 day of June, 2003.

Jeanne A. Uhler

Grantor(s)

ALICIA R. HUDSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
6-1-2006

State of Washington)
County of Skagit)

On this 12th day of June, 2003, before me the undersigned Notary Public in and for the above named County and State, duly commissioned and sworn, personally appeared Jeanne A. Uhler and _____, to me known to be the individuals described in and who executed the foregoing easement and acknowledge to me that they signed this said instrument as their free and voluntary action for the purposes and uses therein made.

Given under my hand and official seal this 12th day of June, 2003.

Alicia R. Hudson

Notary Public in and for the State of Washington
residing at Mt. Vernon, Wa
My commission expires: 6-1-06

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