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Skagit County Auditor

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## OPERATION & MAINTENANCE AGREEMENT

This agreement is entered into between Louie Nurmi  
Hereinafter referred to as Operator and Howard Meacham  
Hereinafter referred to as Owners, on this 14th day of July, 2004 and will be recorded against the  
property which the Whitewater unit is installed.

Property Address: Skyridge Court  
Mt. Vernon, WA. 98273

Tax Parcel ID#: P-69781

Legal Description: 4021-000-035-0006

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 Svc, Inc.

Address: 17039 Dunbar Rd.  
Mt. Vernon, WA. 98273

Phone Number: (360) 428-8727

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. HBM

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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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 JLH HBM

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 \$250.00 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  
200 W. Washington St.  
Mt. Vernon, WA. 98273  
Phone number: (360) 336-9410

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

Howard Meacham  
17166 Skyridge Court  
Mt. Vernon, WA. 98274  
Phone number: 202-0540

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

Louie Nurmi's Backhoe Svc. Inc.  
17039 Dunbar Rd.  
Mt. Vernon WA.  
Phone number: (360) 428-8727

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

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