OTTAWA
CONSERVATION
DISTRICT

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Septic Assistance Program Contract

Ottawa Conservation District

(We reserve the right to limit cost-share for all practices)

Name: _____

Phone: _____ Date: _____

Mailing Address: _____

Tax Identification Number: _____

I agree to the following Terms and Conditions:

- To participate in the Ottawa Conservation District's Septic Assistance Program and adhere to all terms and conditions defined in this Program Contract.
- To replace the home septic system, which has been deemed in a state of failure by the Ottawa County Health Department.
- The replaced home septic system will be installed following specifications defined in the Ottawa County Sanitary Code for new construction standards.
- To comply with all laws and regulations pertaining to the installation of a newly constructed home septic system including obtaining the permits or other necessary approvals.
- To allow the Ottawa Conservation District access to the property to take photographs before and after replacement of the home septic system.
- To provide the Ottawa Conservation District with receipts for work completed to replace the home septic system.
- The reimbursement payment will amount to up to 50% of the total cost for the septic system replacement with a max amount of $10,000. The homeowner will be responsible for the remaining 50% of the cost. Payments will be distributed after the septic system has been approved by the Ottawa County Health Department and proof of installation has been presented to the Ottawa Conservation District. Payment distribution will be in the

form of a check made out to the name on this Contract. Payment distribution may take up to 60 days after the end of the fiscal quarter (March 31, June 30, September 30, December 31). Payment will be subject to available funds.

- To provide the Ottawa Conservation District with appropriate tax identification information. The Ottawa Conservation District will provide the Form-1099-MISC for tax reporting purposes. All payments distributed under the Septic System Assistance Program will be reported to the United States Revenue Service (IRS).

- To maintain the home septic system installed through this Program for a minimum of 20 years. Maintenance ensures for optimal functioning and lifespan of the septic system. Maintenance activities that shall be followed include recommendations made by the Ottawa County Health Department:

    - Pumping out the septic tank every 3 to 5 years. The property owner has full responsibility for upkeep, maintenance, and repair of the systems.

    - Water softener discharge lines be directed away from the onsite sewage disposal systems if possible. This water is considered to be clean and does not need treatment. This also causes unnecessary loading of the onsite waste disposal system and may shorten the system's life span.

    - Garbage disposal units be removed or used in moderation. Garbage disposal units add extra solids and water to the system and can cause premature septic system failure.

    - During wet weather conditions the soils in and around the septic field may be seasonally saturated with ground water and may cause sluggish performance of the septic system. During these wet weather periods, it is recommended that water conservation practices be utilized to reduce the amount of wastewater entering the onsite waste disposal system. Spacing out laundry over several days and fixing any leaking plumbing fixtures is also recommended.

    - Sump pump discharge lines be directed away from the onsite sewage disposal system if possible. This water is considered to be clean and does not need treatment. This also caused unnecessary loading of the onsite waste disposal system and may shorten the system's life span.

    - Trees not be planted within 10' of the septic tank and septic field. Tree roots may interfere with the proper operation of the onsite sewage disposal system.

- If it is determined that there has been an erroneously represented fact, violated regulation, official complaint, or fraudulent representation with respect to this Contract, payment or other benefits made under this Contract will cease. In this case, I will be responsible to refund all payments made to date to the Ottawa Conservation District.

- To ensure the system is not being replaced as a result of a Transfer of Sale/Property inspection or other Ottawa County Environmental Health Regulations. All system repairs or replacements must be voluntarily sought out by the applicant.

- To notify, in writing, the Ottawa Conservation District an intention to withdraw participation in this program.

- If I fail to carry-out the terms and conditions of this Contract, the Ottawa Conservation District may terminate this Contract and require a refund of all payments.

- This Contract is effective when signed by me and an authorized representative by the Ottawa Conservation District. I have 60 days under optimal weather conditions to replace my septic system once this Contract is approved.

- To the best of my knowledge, the septic system to be replaced through the Septic Assistance Program does not have a point source discharge.

I _____ have read the rules for the Ottawa Septic Assistance Program and I agree to the terms and conditions of the Program.

_____

Program Participant Signature **Date**

_____

Conservation District Signature **Date**

This Nonpoint Source Pollution Control project has been funded wholly by a grant through the Nonpoint Source Program to the Ottawa Conservation District for the Sand Creek & Crockery Creek Watershed Restoration Project.

Notes or additional comments:

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