

ALTERNATIVE TREATMENT SYSTEM CONTRACT

AGREEMENT TO PERMIT ADVANCED TREATMENT SYSTEM

The legal description of the Property is: (attach if necessary)

Property Owner(s):

Name: _____ Name: _____
Address: _____ Address: _____

Name: _____ Name: _____
Address: _____ Address: _____

This agreement, made and entered this _____ day of _____, 20____, by and between the LMAS District Health Department (“LMAS”), and the above-named Property Owner(s), who own the Property located at

_____, agree as follows:

1. The Property Identification number is: ____ - ____ - ____ - ____ - ____
2. LMAS shall issue a permit to allow the Property Owners to install and use an approved alternative sewage disposal system (“System”) on the Property, under the conditions set forth below. Failure of the Property Owner(s) to comply with these conditions will result in an order to discontinue use of the System until repairs and/or replacement of the System have been permitted and approved by LMAS.
3. The Property Owner(s) shall ensure that the professional engineer or designer certifies the construction of the System as approved by LMAS, and provides such certifications to LMAS within 30 days of the Systems installation.
4. The Property Owner(s) shall ensure that the System is maintained according to the manufacturer’s specifications and recommendations, and shall meet LMAS’s requirements for monitoring and oversight of the System.
5. The Property Owner(s) shall obtain a maintenance agreement, for the life of the System, with a professional engineer or other qualified individual approved by LMAS, to properly monitor and maintain the System prescribed by the System’s designer. Prior to permit issuance, a copy of the maintenance agreement must be submitted to LMAS. If the owner, at any time, secures a maintenance agreement with another qualified individual or firm, a copy of that agreement must be provided to LMAS within 30 days of signing that new agreement.
6. An operation and maintenance manual is required to be on site at all times.
7. The Property Owner(s) acknowledge that while LMAS approves the plan for the System, it does not design the System, and therefore LMAS is not liable if the system does not function as designed or intended.
8. The Property Owner(s) further acknowledge that because the System is an alternative/experimental system, there is an inherent risk that the System will not function well enough to comply with the standards set forth in the LMAS District Health Department Upper Peninsula Environmental Health Code and the Minimum Requirements for Alternative On-Site Sewage Treatment Systems Guidance Manual. The Property Owner (s) assumes all risk of the Systems non-compliance.
9. The Property Owner(s) shall maintain the System so as not to create a public health concern or nuisance. If the System fails to function in compliance with the requirements established by LMAS, or if the Property Owner(s) fail to adhere to any condition set forth in the Agreement, they agree to immediately discontinue use of the System, and shall not use the System until LMAS approval is obtained.
10. Failure to immediately discontinue use of the System under the circumstances above or due to the creation or existence of a public health concern or nuisance will result in immediate commencement of enforcement actions, including, but not limited to, civil penalties for Code violations, and legal proceeding for the issuance or injunctive relief.
11. Other conditions:

IN WITNESS WHEREOF, the authorized representative of the parties hereto have fully executed this Agreement on the day and year written above.

PROPERTY OWNER(S):

Signature and typed/printed name Date

Signature and typed/printed name Date

Signature and typed/printed name Date

Signature and typed/printed name Date

Subscribed and sworn to before me, a Notary Public, this _____ day of _____, 20____ by

(insert name of property owner(s) who appeared before notary)

Signature and typed/printed name, Notary Public

County State

My Commission Expires: