

STATE OF MICHIGAN
WESTERN UPPER PENINSULA HEALTH DEPARTMENT
AGREEMENT TO PERMIT ALTERNATIVE SEWAGE SYSTEM

In the matter of property located at: _____

Property Owners: _____

This Agreement, made and entered this ____ day of _____, 20__, by and between the Western Upper Peninsula Health Department ("The Department"), and the above-named Property Owners ("Owners"), who own the Property located at _____ ("Property"), agree as follows:

1. The legal description of the Property is: _____

2. The Department 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 Owners 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 made and approved by the Department.

3. The Property Owners shall retain the services of a State of Michigan licensed professional engineer or other qualified individual(s) approved by the Department to design, install, and monitor the construction and operation of the System.

4. The Property Owners shall ensure that the professional engineer or designer certifies the construction of the System as approved by the Department, and provides such certifications to the Department within 30 days of the System's installation.

5. The Property Owners shall ensure that the System is maintained according to the manufacturer's specifications and recommendations, and shall meet the Department's requirements for monitoring and oversight of the System.

6. A continuous maintenance agreement with an individual qualified to maintain the System is required for the life of the System.

7. An operation and maintenance manual is required to be on site at all times.

8. The Property Owners shall pay an annual fee as established by the department's fee schedule for an inspection and testing of effluent samples. The inspection and sample collection will be performed by the Department and will be covered by this fee. Penalty fees will be assessed for late payment. In lieu of inspection and sample collection by the Department, the Property Owner may have the maintenance provider submit maintenance reports and effluent test results to the Department.

9. The Property Owners acknowledge that while the Department approves the plan for the System, it does not design the System, and therefore the Department is not liable if the System does not function as designed or intended.

PAGE TWO – AGREEMENT TO PERMIT ALTERNATIVE SEWAGE SYSTEM

10. The Property Owners 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 Superior Environmental Health Code and Alternative Technology Policy (“Code”). All risk of the Systems non-compliance with the Code is assumed by the Property Owners.

11. The Property Owners 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 Code, or if the Property Owners 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 Department approval is obtained.

12. 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 proceedings for the issuance of injunctive relief.

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

WITNESSED BY:

PROPERTY OWNERS:

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 _____, 200__.

Signature and typed/printed name , Notary Public

County State

My Commission Expires:

WITNESSED BY:

WESTERN UPPER PENINSULA
HEALTH DEPARTMENT

Signature and typed/printed name Date

Signature and typed/printed name Date