



Franklin County Public Health
280 East Broad Street
Columbus, Ohio 43215-4562
(614) 525-3160
www.myfcph.org

Homeowner Agreement

Water Quality Program

I understand that the future operation of my On-Site Wastewater Treatment and Disposal System (OWTDS) is dependent upon its proper installation, use monitoring, operation and maintenance; and I agree to the following:

- 1) I will include in my contract with the builder the assignment of responsibility for the following items, until such time as an occupancy permit is granted by the Building Department:**
 - a) Protecting the primary and secondary OWTDS sites from any disturbance while engaged in or overseeing any improvement of the parcel.
 - b) Constructing all dwellings and structures, driveways, and utilities, including but not limited to, cable, electric, water, phone, or gas, according to the site development plan submitted by the designer of the OWTDS.
 - c) Discharging down-spout and sump pump water in a manner that does not impact the OWTDS.
 - d) Locating the proposed structure, driveways and other improvements in accordance to the design plan submitted by registered installer or designer for the OWTDS.
 - e) Assuring that the landscaping around the OWTDS is constructed according to the design standards approved by the FCBH.
 - f) Reporting to the FCBH, in the event that the primary or secondary OWTDS are disturbed in any manner during the improvement of the parcel.
 - g) Understanding that the future operation of the OWTDS is dependent on the protection of the OWTDS areas during the home construction process.
- 2) I will follow all manufacturers' instructions on the maintenance, operation and care of my OWTDS.**
- 3) I will maintain an annual inspection/maintenance contract with a FCBH approved service contractor and renew my OWTDS operating permit annually with the FCBH unless waived according to FCBH resolution 07-084.**
- 4) I will conserve water usage with water saving fixtures and I understand that failure to do so may result in a malfunctioning system. I understand that my system is designed based upon a set amount and characteristic (type) of wastewater flow.**
- 5) I will report all system operation problems, including but not limited to, any wetness or leaking of sewage to the top of the ground to the FCBH immediately. I will not attempt to repair any portion of this system myself. I will contact my service contractor and my designer to make any repairs on my system.**
- 6) I will not disturb, after I occupy my home, the area designated for the primary and secondary or replacement OWTDS.**
- 7) I understand that in the event of a serious operational failure, I may be asked to replace my OWTDS with a new system. I will not disturb with heavy equipment, construction or vehicular use, the area that has been designed on my lot for the replacement system.**

I UNDERSTAND THAT IF I DAMAGE MY SECONDARY AREA, ALSO KNOWN AS THE REPLACEMENT AREA, THERE WILL NOT BE AN AREA TO REPLACE THE PRIMARY SYSTEM IN CASE OF FAILURE. I RECONIZE THAT UNDER CERTAIN CIRCUMSTANCES, IF MY SYSTEM FAILS AND CANNOT BE REPLACED, UNLESS SANITARY SEWER BECOMES AVAILABLE, THE PROPERTY MAY NOT BE OCCUPIED.

(A) I understand that a new OWTDS will only be suggested as the last resort when all other methods of repair have failed.

(B) I will, in the event of any mechanical failure (including the pump station or any electrical components) contact my service contractor and the FCBH immediately.

- 8) I understand that the life of my OWTDS depends on many factors. Four (4) factors under my control are: the total amount of water used in the household; the type and characteristic of the waste placed in my system (see Manufacturer's instructions); the monitoring, operation and maintenance of the system; and the landscaping over and around the OWTDS. I will not disturb in any way, my newly constructed OWTDS with construction of any kind, vehicular or any other heavy machinery traffic, including but not limited to, four-wheelers, tractors, motorcycles, cars and/or trucks.
- 9) I will not landscape around or over my OWTDS without calling the FCBH for a consultation. I understand that water-loving plants should be planted on the down slope side of the OWTDS.
- 10) I understand that the **Designer or his approved contractor**, with the appropriate grass seed mixture, must seed the area, as soon as your contractor finishes final grading, **FAILURE TO DO SO WILL RESULT IN AN OWTDS FAILURE.**
- 11) I agree that any transfer of this property, including any lease, rental, or sale of the real property shall include notice of the OWTDS, variance, and permit conditions and that such conditions shall transfer and run with the property.
- 12) **I UNDERSTAND THAT THE SUCCESS OF MY OWTDS DEPENDS ON PROPER OPERATION AND MAINTENANCE.**

I, as the property and OWTDS owner, agree to these conditions of my permit.

Property Owner

Date

Witness

Date