

CS-3

DIVISION OF CONSERVATION
KANSAS DEPARTMENT OF AGRICULTURE
NON-POINT SOURCE POLLUTION CONTROL PROGRAM
CONTRACT FOR FINANCIAL ASSISTANCE
REPUBLIC COUNTY CONSERVATION DISTRICT

STATE CODE
NPS-2016-1

PART I of IV

Landowner Information

SSN/FEIN : 514405292	TINTYPE : S	PHONE : ()-	%SHARE : 100%
NAME : GLADA M ISAACSON			
ADDRESS : 1351 80 RD		EMAIL :	
CITY : SCANDIA	STATE : KS	ZIP : 66966	COUNTRY : USA

PROJECT TYPE AND LAND IDENTIFICATION

LEGAL DESCRIPTION : SE-32-2-4 **PROJECT TYPE :** ONSITE WASTEWATER SYSTEM
HYDROLOGIC UNIT CODE : 102500160903 **RIVER BASIN :** KANSAS-LOWER REPUBLICAN

PRACTICE & COMPONENT	EST UNITS REQUIRED	CAC	COMPUTED COST	COST SHARE RATE	COST SHARE
OnSite Wastewater System (110)					\$2,400.00
Complete System - Infiltration Chambers(Each)	1	\$4,000.00	\$4,000.00	60.00 %	\$2,400.00
Total Estimated Cost Share					\$2,400.00

PART II of IV

PRACTICE & FUND SOURCE CODE	AMOUNT
OnSite Wastewater System (110)	\$2,000.00
NPS_NPS	\$2,000.00
Total Fund	\$2,000.00

Approved



REPUBLIC County Conservation District

July 07, 2015

PART III of IV

FUND SOURCE CODE	AMOUNT
NPS_NPS	\$2,000.00
Total Fund	\$2,000.00

Approved



Division of Conservation
Kansas Department of Agriculture

July 07, 2015

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NPS On-Site Wastewater System

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PART IV of IV - Landowner Agreement

This contract is entered into between the Division of Conservation, Kansas Department of Agriculture (referred to as the DOC) and the undersigned landowner(s) on the site identified in PART I. By signing below, the landowner understands and agrees that upon his/her signature this contract will become effective, as evidenced by the conservation district electronic seal on PART II affixed by an authorized conservation district representative and the DOC electronic seal affixed by an authorized DOC representative. The landowner agrees, as soon as practicable after his/her signature to implement the contract and provide certification of completion (i.e. invoices and/or receipts) to the conservation district

office. Furthermore, the undersigned landowner agrees to the terms set forth herein by the regulations governing the DOC Non-Point Source Pollution Control Program to include:

1. I understand that as a condition of receiving cost-share assistance, I have not begun construction or installation of this practice prior to approval by the DOC.
2. The on-site wastewater system shall be designed, inspected and certified as complete by a local official according to local and state design and permitting standards. The contents and terms stated in practice code 110, On-Site Wastewater Systems, shall be considered part of this agreement.
3. As a condition of accepting state cost-share assistance, I agree to maintain the on-site wastewater system according to required maintenance procedures as outlined in DOC Approved Standards and Specifications for a minimum of 10 years. Addendum A, titled Septic Tank Maintenance, Cooperative Extension Services publication MF-947 and Wastewater Pond Operation, Maintenance and Repair, Cooperative Extension Services publication MF-2290 defines all management practices required for landowners receiving cost-share assistance for an on-site wastewater system. Destruction of a conservation practice(s) by an act beyond the control of the landowner is exempt from this provision. I also agree to permit access to land where the conservation practice was applied for the conservation district representative(s) to inspect maintenance of the conservation practice(s).
4. Should I fail to maintain the practice according to DOC Approved Standards and Specifications, it is understood that I may be declared ineligible for future cost-share funds and will be required to repay cost-share funds received on a pro-rata basis. The following shall be used when determining landowner cost-share reimbursement amount to the State of Kansas. The Project Certification date is used to determine the age of the practice(s). If constructed/installed less than 6 years-100%, 6 years-80%, 7 years-60%, 8 years-40%, 9 years-20%, and 10 years-10%. In addition, it is understood that approval by the DOC, conservation district, or local health official does not warrant satisfactory operation. The maintenance and, if needed, modification of the on-site wastewater system or other actions to assure continuous satisfactory operation is at the landowner expense.
5. The project shall be completed by the PROJECT COMPLETION DATE LISTED IN PART II OF THIS CONTRACT unless a contract extension has been approved by the conservation district and authorized by the DOC. The contract may also be cancelled before the project completion date listed in Part II of this contract if conservation district recommends to the DOC that a contract be cancelled when a landowner has not made a valid effort to complete the project or by landowner request. The undersigned acknowledges the conservation district has delegated authority to recommend contract cancellation to the DOC. This contract with the DOC may be terminated due to DOC budget constraints, restrictions or rescissions.
6. County average cost and cost-share rate, not to exceed the landowner actual cost, is used as a basis for determining the amount of cost-share assistance earned. Cost-share is also determined based upon availability of funds, project type limits, and landowner limits. A landowner will not be reimbursed more than 100% of the landowner actual cost for a project.
7. When a change of ownership occurs on land before the 10-year expiration of the Landowner Agreement practice maintenance provision, it is the responsibility of the cost-share recipient to obtain in writing a contractual agreement with the new owner to transfer the contract maintenance obligations. This can be accomplished by including the contract maintenance obligations in either the real estate contract or a separate contract. The language should also include the DOC contract number, the practice(s), and the legal description. A copy of the contractual agreement shall be provided to the conservation district. If such an agreement is not made, the contract practice maintenance provision shall remain binding with the original contract signatories.
8. If records indicate you have a debt owed to the state of Kansas, a Kansas municipality or a District Court, the debt must be paid in accordance with K.S.A.75-6201 et seq. The amount owed may be deducted from the earned cost-share amount by the Accounts Receivable Setoff Program administered by the State of Kansas Department of Administration, Division of Accounts and Reports.

GLADA M ISAACSON

Glada M. Isaacson DATE 7-15-15

Note: A landowner receiving \$600 or more in cost-share assistance will receive Form 1099-G from the State of Kansas. All corporations with the exception of medical corporations are exempt from 1099 reporting.

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PART II of IV

PRACTICE & PROJECT INFO	
OnSite Wastewater System (110)	
OSW system eligibility criteria number(s)	124
Project Completion Date (mm/dd/yyyy)	06/01/2016
Ranking Worksheet Total Score	111
