



Florida Department of Environmental Protection
 Division of Water Restoration Assistance

**SEPTIC UPGRADE INCENTIVE
 PROGRAM APPLICATION**
 Section 373.807, Florida Statutes

The Department of Environmental Protection (Department) is authorized to issue funds for the Septic Upgrade Incentive Program (Program) pursuant to the Florida Springs and Aquifer Protection Act (2016)¹ and resulting Basin Management Action Plans² (BMAPs) to develop an incentive program to encourage homeowners to voluntarily remediate existing conventional Onsite Sewage Treatment and Disposal Systems (OSTDS) to include nitrogen reducing enhancements.

The Program offers subsidies, only in designated areas within a county – identified and delineated by the Department as Priority Focus Areas (PFAs), in amounts up to \$10,000 per system. The subsidies are available for payment directly to septic system installers and licensed plumbers retained by homeowners to update existing systems, and must be pre-approved by the Department prior to the commencement of work.

Septic system installers and licensed plumbers may apply to participate in and receive reimbursement for eligible upgrades under the Program by completing and submitting this Application (including all required attachments), registering as a vendor with the state at <https://vendor.myfloridamarketplace.com/>, and completing a Florida Substitute W-9 at <https://flvendor.myfloridacfo.com/>.

This application must be submitted to the Department, either electronically to SepticProgram@FloridaDEP.gov or by mail to the Department of Environmental Protection, Division of Water Restoration Assistance, Water and Springs Restoration Program, 3900 Commonwealth Boulevard, MS 3602, Tallahassee, Florida 32399. Vendors may also contact program staff regarding this Program at 1-866-601-6910. Please see FloridaDEP.gov/SepticUpgrade for more information.

a

The Program is contingent upon appropriation by the Legislature and, if required, an authorized release of the funds by the Legislative Budget Commission. In the event of a state revenue shortfall, funding for the Program may be reduced. The Department, in accordance with direction from the Governor and/or Legislature, shall make the final determination of the availability of funds to continue subsidies under the Program.

| APPLICANT INFORMATION | |
|---|--|
| The following information must match the vendor information for the applicant listed in MyFloridaMarketPlace. | |
| Company Name | |
| FEIN | |
| Authorized Corporate Officer | |
| Mailing Address | |
| City, State, Zip | |

| CONTACT INFORMATION | |
|----------------------------------|---|
| Contact Person | |
| Phone Number | |
| Email | |
| Registration Information? | <input type="checkbox"/> MyFloridaMarketPlace Registration Completed <input type="checkbox"/> Substitute W-9 Completed |

¹ Section 373.807, Florida Statutes

² <https://floridadep.gov/bmaps>

Program Terms and Conditions
For Septic Upgrade Incentive Program Participants

The following terms and conditions are agreed to by the Applicant and will be incorporated by this reference into all Purchase Orders issued under the Program.

A. Eligibility and Program Requirements

1. Funds are only available to installations of nitrogen reducing OSTDS enhancements in an eligible single or multi-family residence with an existing conventional (non-nitrogen-reducing) system (Work). A list of the eligible features achieving enhanced treatment of nitrogen is available on the Program website.
2. Work must be done within one of the listed counties within an eligible PFA.
3. Contractor must be licensed or registered to install OSTDS.
4. Work must be permitted by DOH and receive final installation approval from DOH.
5. Work performed before acceptance of the application shall not be eligible for incentive payments.
6. Work expenditures must be supported by accurate, legible and verifiable documentation.

B. Application Assignment and Reimbursement Procedures

1. Subject to acceptance in the Program, funds are available on a first come, first served basis, until funds are exhausted. Reimbursement is limited to \$10,000 per residence.
2. A complete Application and attachments, including a signed copy of the Disclaimers and Waiver for Homeowner Form and required registrations, must be received prior to eligibility for Program reimbursement.
3. The Department may verify licensure or certification of the applicant, and any other information on the Application or request for reimbursement, prior to payment.
4. Applications that are not approved within 30 days shall be deemed rejected. Vendors may reapply for eligibility if an Application is rejected for deficiency or errors in the original Application.
5. Approved Applicants will receive a PO for Work issued through MFMP within 30 days of submitting a complete Application. No Work prior to issuance of a PO will be eligible for reimbursement.
6. Work shall be completed within 30 days of the Application's estimated date of installation, unless delayed by weather, logistical or material shortage. Within 30 days of completing the installation, Applicant shall submit a reimbursement request in accordance with the payment request procedures below.

C. Payment Request Procedures

1. Payment requests must be submitted using the Payment Request Form, available at the program website, and include the following:
 - a. A copy of the invoice to the homeowner showing the address of the residence, identifying the equipment, materials and labor performed, and the homeowner's share of the cost (reflecting the reduction of the incentive amount requested);
 - b. A photograph representative of the installation prior to the inspection by the county health department;
 - c. A copy of the inspection report issued by the county health department showing satisfactory completion of the Work;
 - d. A reference to the PO number;
 - e. Explanation for delay in installation, if any; and
 - f. Any other documentation requested by Department to substantiate performance.
2. Department will not process the invoice until all documentation required above is received and approved.
3. Department will review the documentation to verify that the deliverables are provided as described above. Payment will be made upon approval of a complete Payment Request Form and supporting documentation in accordance with section 215.422, Florida Statutes.

D. Applicants performing work under any PO agree to the following limitation of liability and indemnification of Department.

1. Department is not responsible for the following:
 - a. any costs associated with the application or a rejected Application associated with this Program.
 - b. any damages relating to the Work.
 - c. any lost (or expected) profits in performing a contract, or from a cancelled contract, due to rejection of an Application.
2. Department does not endorse or guarantee the functionality of any nitrogen-reducing feature purchased or installed under this program.

3. Department shall not be liable for the quality, utility, or fitness for any purpose of the equipment or Work performed by Applicant associated with this Program. In addition, Department shall not be responsible for any property or other damage, loss or liability arising out of or related to the Work performed by Applicant.
 4. APPLICANT SHALL INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT from any loss, damage or liability arising out of or related to the Work performed by Applicant, and Applicant shall defend the Department in any action by homeowner arising therefrom.
- E. Covenants.** By signing this application, Applicant certifies and agrees to the following:
1. Everything in this application is true;
 2. The Work meets or will meet the requirements of the Program as outlined above;
 3. Applicant's participation in this Program is not fraudulent or otherwise illegal and that all expenditures submitted for payment under this Program are legitimate claims under the requirements of the Program; and
 4. If any of these certifications are demonstrated to be false, applicant will repay any the Department all incentive payments received.

Under penalty of perjury, I affirm that the OSTDS described herein meets the DOH rule 64E-6, F.A.C. requirements for an enhanced system and that other Program requirements as outlined in this application have been met and that I agree to the Program Terms and Conditions.

Company Name

Printed Name and Title

Date

Signature of Applicant/Representative



Florida Department of Environmental Protection
Division of Water Restoration Assistance
SEPTIC UPGRADE INCENTIVE PROGRAM

**OWNER'S RELEASE, WAIVER
AND DISCLAIMER**

| INFORMATION | |
|--|--|
| This box to be filled out by Contractor/Installer. | |
| Homeowner Name | |
| Physical Address | |
| Purchase Order Number | |
| Contractor (Installer) Name | |

By signing this Release, Waiver and Disclaimer, I understand and agree to the following:

1. I certify that I am the legal owner of the land described above.
2. My submission of this Owner's Release, Waiver and Disclaimer is completely voluntary.
3. I do not have a contractual relationship with the Department of Environmental Protection (hereafter the "Department") and that the Department is not responsible for any costs associated with the application or rejected applications associated with the Septic Upgrade Incentive Program (the Program).
4. The Department does not endorse, warrant or guarantee the functionality of the nitrogen-reducing features purchased or installed under this Program and is not responsible for any ongoing costs or maintenance related to the system.
5. The Department does not endorse, warrant or guarantee the work of the Contractor/Installer listed above (Installer).
6. The Department is not responsible for any costs associated with the Installer's application or rejected applications associated with this Program.
7. Installer's Application may be rejected for failure to meet Program requirements or due to a loss of funding for the Program.
8. The Department is not liable to Owner for any portion of an invoice from the Installer which is not paid due loss of funding.
9. Department shall not pay any portion of any costs incurred by Installer prior to the issuance of a PO evidencing approval of the Application.
10. Department is not responsible for any damage to property or other damages that may arise during installation, or for any liability, loss or claim which Owner may have against Installer related to the work performed pursuant to the Application.

Signature of Homeowner

Printed Name

Date