

HOLDING TANK AGREEMENT

This agreement is made between the governmental unit and holding tank owner(s)

Document No.	Agreement Date
Governmental Unit	Holding Tank Owner(s)

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following described property or that continued use of the existing premises requires that a holding property cannot now be served by a municipal sewer, or any other type of private onsite wastewater treatment system as permitted under Ch. DSPS 383, Wis. Adm. Code, or Ch. 145, Wis. Stats. (Provide legal land description.)

_____ 1/4 _____ 1/4, Section _____, Township _____ North Range _____ East or West

Name and Return Address
Parcel Identifier Number

As an inducement to TAYLOR COUNTY to issue a sanitary permit for the above described property, we, agree to do the following:

1. Owner agrees to conform to all applicable requirements of DSPS 383, Wis. Adm. Code relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit or the Department of Safety & Professional Services to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit may enter upon the property and service the tank or cause to have the tank to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The charges will be assessed as prescribed by s. 66.60, Stats.
2. Owner agrees to pay all charges and costs incurred by the governmental unit for inspection, pumping, hauling or otherwise servicing and maintaining the holding tank in such a manner as to prevent or abate any human health hazard caused by improper maintenance or neglect. The governmental unit shall notify the owner of any costs which shall be paid by the owner within thirty (30) days from the date of notice. In the event the owner does not pay the costs within thirty (30) days, the owner specifically agrees that all the costs and charges may be placed on the tax roll as a special assessment for the abatement of a human health hazard, and the tax shall be collected as provided by law.
3. The owner agrees to contract with a person who is licensed as a certified septage servicing operator under Ch. NR 114, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract with the governmental unit. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with the governmental unit within ten (10) business days from the date of change to the service contract.
4. The owner agrees to contract with a person licensed under Ch. NR 114, Wis. Adm. Code, who shall submit to the county within 10 business days, a report detailing the servicing of the holding tank. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports indicate that the holding tank is not being properly maintained.
5. This agreement will remain in effect only until the county office responsible for the regulation of private onsite wastewater treatment systems certifies that the property is served by either a municipal sewer, or a POWT system that complies with DSPS 383, Wis. Adm. Code. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such manner which will permit the existence of the certification to be determined by reference to the property.
6. This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the register of deeds, and the agreement shall be recorded by the register of deeds in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.

Owner(s) Notarized Signature _____ Subscribed and Sworn to before me on this date: _____

Type or Printed _____ Notary Republic Signature _____

Municipality Signature _____ Typed or Printed _____

Typed or Printed & Title _____ My Commission Expires _____

Drafted by: _____