

## Holding Tank Agreement

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

**\*\* Use Black Ink Only \*\***

|                                |                  |
|--------------------------------|------------------|
| <b>Property Owner(s) Name:</b> | <b>Tax Id #:</b> |
|--------------------------------|------------------|

**Address of Subject Property:**

**Governmental Unit:**    City    Town    Village

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide complete legal description below)

|   |
|---|
| <b>Recording Area</b>   |
| <b>Return to:</b><br>Calumet County Planning, Zoning &<br>Land Information Department |

We acknowledge that the continued use of the described property requires that a holding tank be installed on the property for the proper containment of sewage. We also acknowledge that the described property cannot now be served by municipal sewer, or any other type of private onsite wastewater treatment system (POWTS) as permitted under SPS 383, Wis. Adm. Code or Ch. 145, Wis. Statutes, or the use of a holding tank on the described property was approved by the Calumet County Zoning Board of Adjustment; Planning, Zoning, Land & Water Conservation Committee, or permitted by the County Sanitary Ordinance.

As an inducement to the County of Calumet to issue a sanitary permit for the above described property, we agree to do the following:

- 1) The property owner agrees to have the holding tank(s) serviced by a licensed pumper when the wastewater in the tank reaches 90% of the tank(s) capacity or a level of 12" below the inlet (at which time the alarm will activate). The property owner is also responsible for the operation and maintenance of the holding tank(s), locking device, alarm, access and agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code. If the property owner fails to have the holding tank(s) properly serviced in response to orders issued by the governmental unit or county to prevent or abate a human health hazard as described in s. 254.59, Wis. Stats. the governmental unit or county may enter upon the property and service the tank(s) or cause to have the tank(s) to be serviced.
- 2) The property owner agrees to pay all charges and costs incurred by the governmental unit or county 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 the holding tank(s). The governmental unit or county shall notify the property owner of any costs, which shall be paid by the property owner within thirty (30) days from the date of notice. In the event the property owner does not pay the costs within thirty (30) days, the property owner specifically agrees that all the costs and charges may be placed on the next tax roll in a column headed "For Abatement of a Nuisance" as a special tax on the lands upon which the human health hazard was abated, and the tax shall be collected as prescribed by s. 66.0703 and s. 254.59(2) Wis. Stats.
- 3) The property owner, except as provided by s. NR 113.05 Wis. Adm. Code, agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank(s) serviced and to submit to the county a service report in accordance with SPS 383.55, Wis. Adm. Code and the Calumet County Sanitary Ordinance for each service event. In the case of registration under s. NR 113.05 Wis. Adm. Code, the property owner shall submit the service reports to the county. The governmental unit or county may enter upon the property to investigate the condition of the holding tank(s) when service reports may indicate that the holding tank(s) is not being properly maintained.
- 4) This agreement will remain in effect until the governmental unit or county certifies that the property is served by municipal sewer or by another type of POWTS permitted under SPS 383, Wis. Adm. Code or Ch. 145, Wis. Stats. In addition, this agreement may be canceled by executing and recording said certification with reference to this agreement in such a manner which will permit the existence of the certification to be determined by reference to the property.
- 5) This agreement shall be binding upon the property owner, the heirs, successors or assignees of the property owner until released from the agreement as described above. The property owner shall submit the 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(s) is installed.

|  |  |  |   |  |      |  |  |  |  |  |   |  |                                       |
|--|--|--|---|--|------|--|--|--|--|--|---|--|---------------------------------------|
| <p>_____<br/><b>Town Chair/Village President Name (Please Print)</b></p> <p>_____<br/><b>Town Chair/Village President Signature</b></p> <p>_____<br/><b>Title (Please Print)</b></p> | <table style="width: 100%;"> <tr> <td style="width: 40%;"></td> <td style="width: 60%; text-align: center;"> <b>STATE OF WISCONSIN<br/>COUNTY OF CALUMET</b> </td> </tr> <tr> <td></td> <td style="text-align: right;">} ss</td> </tr> <tr> <td style="padding-top: 10px;">_____<br/><b>Property Owner's Name (Please Print)</b></td> <td style="padding-top: 10px;">Subscribed and sworn before me on _____ (Date)</td> </tr> <tr> <td style="padding-top: 10px;">_____<br/><b>Property Owner's Signature (Notarized)</b></td> <td style="padding-top: 10px;">_____<br/><b>Notary Public, State of Wisconsin (Please Print)</b></td> </tr> <tr> <td></td> <td style="padding-top: 10px;">_____<br/><b>Notary Public, State of Wisconsin (Signature)</b></td> </tr> <tr> <td></td> <td style="padding-top: 10px;">_____<br/><b>My Commission Expires</b></td> </tr> </table> |  | <b>STATE OF WISCONSIN<br/>COUNTY OF CALUMET</b> |  | } ss | _____<br><b>Property Owner's Name (Please Print)</b> | Subscribed and sworn before me on _____ (Date) | _____<br><b>Property Owner's Signature (Notarized)</b> | _____<br><b>Notary Public, State of Wisconsin (Please Print)</b> |  | _____<br><b>Notary Public, State of Wisconsin (Signature)</b> |  | _____<br><b>My Commission Expires</b> |
|  | <b>STATE OF WISCONSIN<br/>COUNTY OF CALUMET</b>  |  |   |  |      |  |  |  |  |  |   |  |                                       |
|  | } ss   |  |   |  |      |  |  |  |  |  |   |  |                                       |
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|  | _____<br><b>My Commission Expires</b>  |  |   |  |      |  |  |  |  |  |   |  |                                       |

(Notary Seal Area Above)