

**HOLDING TANK AGREEMENT**

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

Document #	Holding Tank Owner(s)	Name & Return Address
Agreement Date		
Tax Parcel #	LAND USE & RESOURCE MANAGEMENT  \$30.00	
Legal land description		
A parcel of land located in the                      ¼,                      ¼, Sec.                      , T                      N, R                      E, Town of                      , Walworth County, Wisconsin                      (see attached)		

I/we acknowledge that application is being made for the installation of (a) holding tank(s) on the following property or that continued use of the existing premises requires that a holding tank be installed on the property for the purpose of proper containment of sewage. Also, the property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under Ch. COMM 83, Wis. Adm. Code, or Ch. 145, Stats

As an inducement to the County of Walworth, (governmental unit), to issue a sanitary permit for the above described property, we agree to the following:

- Owner agrees to conform to all applicable requirements of Ch. COMM 83, Wis. Adm. Code, and Ch. 70, Walworth County Code of Ordinances, relating to holding tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the governmental unit to prevent or abate a human health hazards 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. 66.0703, Stats.
- The owner agrees to have a water meter installed with a remote reading device where required by Ch. 83, Wis. Adm. Code and Ch. 70, Walworth County Code of Ordinances. The water meter shall be installed by a plumber authorized by the State to conduct such installations, with said installation complying with State regulations and manufacturers specifications. The owner agrees to be financially responsible for the purchase, installation, maintenance, and repair of the water meter, and agrees to allow the governmental unit to enter the above described property on a regular basis to read and/or inspect the water meter.
- 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 the holding tank. 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.
- The owner, except as provided by s. 281.48(3) (d), Stats. and NR 113.05(5), Wis. Adm. Code, agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, to have the holding tank serviced and to file a copy of the contract or the owner's registration 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.
- The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the governmental unit an annual report in accordance with Ch. COMM 83.55(1), Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s.281.48 (3) (d), Stats. and NR 110.05(5), Wis. Adm. Code, the owner shall submit the report to the governmental unit and the county. The governmental unit or county may enter upon the property to investigate the condition of the holding tank when pumping reports and meter readings may indicate that the holding tank is not being properly maintained.
- This agreement will remain in effect only until the governmental unit responsible for the regulation of private sewage systems certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. COMM 83, Wis. Adm. Code. In addition, this agreement may be cancelled 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 the property.
- This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owners 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 is installed.

Owner(s) Name(s)- Please Print	Notarized Owner(s) Signature(s)	Subscribed and sworn to before me:
		Notary Public
		Date
Walworth County Sanitarian's Name	Walworth County Sanitarian's Signature	My commission expires

# HOLDING TANK SERVICING CONTRACT

This contract is made between the Holding Tank Owner(s) and Licensed Pumper

Contract Date	
Holding Tank Owner(s) Name(s)	Licensed Pumper's Name
Tax Parcel Number	Licensed Pumper's Company
We acknowledge the installation of (a) holding tank on the following property: (Provide legal land description of property)	
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- 1) Owner agrees to file the original copy of this contract with Walworth County
- 2) Owner agrees to file annual holding tank pumping reports to Walworth County.
- 3) Owner agrees to have the holding tank(s) serviced by a person licensed under Ch. NR113, Wis. Adm. Code, and guarantees to permit the licensed person to have access and to enter upon the property for the purpose of servicing the holding tank(s).
- 4) Owner agrees to maintain the access road so the licensed pumper can service the holding tank(s) with the pumping equipment.
- 5) Owner further agrees to pay the licensed pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and licensed individual.
- 6) Licensed pumper agrees to submit reports for the servicing of the holding tank(s) to Walworth County, as required by Comm 83.55, Wis. Admin. Code. Licensed pumper further agrees to include the following in these reports:
  - a. Name, address and license number of the person servicing the holding tank;
  - b. Name of the owner of the holding tank;
  - c. Location of the property on which the holding tank is installed;
  - d. Sanitary permit number issued for the holding tank;
  - e. Dates on which the holding tank was serviced;
  - f. Volumes in gallons of the contents pumped from the holding tank for each servicing;
  - g. Disposal sites to which the contents from the holding tank were delivered.
- 7) This agreement will remain in effect until the owner or licensed pumper terminates this contract. In the event of a change in this contract, owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with Walworth County within ten (10) business days from the date of change to this service contract.

Owner(s) Name --Please Print  <hr/> <hr/>	Owner(s) Signature(s)  <hr/> <hr/>	Subscribed and sworn to before me:  <hr/> <div style="text-align: right;">Notary Public</div>
Licensed Pumper(s) Name--Please Print	Licensed Pumper(s) Signature	  <hr/> <div style="text-align: right;">Date</div>
Pumper(s) License Number		  <hr/> <div style="text-align: right;">My commission expires</div>