

Document Number

Document Title

## St. Croix County Holding Tank Agreement

**Name – (Owner) Typed or printed**

being duly sworn, states, under oath, that:

1. He/she is the owner/part owner of the following parcel of land located in St. Croix County, Wisconsin, recorded in Document Number \_\_\_\_\_ St. Croix County Register of Deeds Office:

A parcel of land located in the \_\_\_\_\_ Town of \_\_\_\_\_ St.

Croix County, Wisconsin, being duly described as follows (include lot no. and subdivision/CSM or detailed legal description):

Document Number:

*Recording Area*

**Name and Return Address**

Parcel Identification Number (PIN)

**Agreement Date:**

We acknowledge that application is being made for the installation of (a) holding tank(s) on the above-described 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 onsite wastewater treatment system as permitted under Ch. SPS 383, Wis. Adm. Code, or Ch. 145, Wis. Stats.

As an inducement to the 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 Ch. SPS 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 Commerce to prevent or abate a human health hazard as described in s. 254.59, Stats., the governmental unit (Town) 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.
2. The owner agrees, pursuant to s. SPS 383.54 (2), and SPS 382.40(3)(e), Wis. Adm. Code, to have a water meter installed in the structure. The water meter shall be installed by a plumber authorized by the Department to make 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 or the Department of Commerce to enter the above-described property on a regular basis to read and/or inspect the water meter.
3. 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. 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.
4. The owner 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 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.
5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the county on a semiannual basis 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 and meter readings may indicate that the holding tank is not being properly maintained.
6. 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 private onsite wastewater treatment system that complies with DSPS 383, 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 to the property.
7. 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) Name(s) - Please Print	Subscribed and sworn to before me on this date:
Notarized Owner's Signature(s)	Notary Public
Governmental Unit Official Name, Title - Please Print	My Commission Expires
Governmental Unit Official Signature	Drafted by:

Personal information you provide may be used for secondary purposes [Privacy Law s. 15.04(1)(m)]

**“THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE”**

*This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43.*