

# PORTAGE COUNTY HOLDING TANK AGREEMENT

(BLACK INK ONLY)

PARCEL ID #:	
Agreement Date:	
This Agreement is Made Between	
Municipality - Town/Village/City	Holding Tank(s) Owner(s)
Full Legal Description For Property Described as:	
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Return To: Portage County Zoning/Onsite Waste	

We acknowledge that application is being made for the installation of (a) holding tank(s) on the property listed above 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. The property cannot now be served by a municipal sewer, or any other type of private sewage system as permitted under SPS 383, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of PORTAGE 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 SPS 383, Wis. Adm. Code relating to holding tank. If the owner fails to have the holding tank properly serviced in response to orders issued by the Municipality to prevent or abate a human health hazard as described in §254.59 Stats, and the Municipality may enter upon the property and service the tank or cause to have the tank 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 §66.60, Stats.
2. Owner agrees to pay all charges and costs incurred by the Municipality 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 Municipality 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, except as provided by §281.48(3)(d), Stats., agrees to contract with a person who is licensed under §281.48(3)(a), Stats. to have the holding tank serviced and to file a copy of the contract or the owner's registration with the Municipality. 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 Municipality and County 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 §218.48(3)(a), Stats., who shall submit to the Municipality and County on a semiannual basis a report in accordance with SPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under §281.48(3)(d), Stats., the owner shall submit the report to the Municipality. The Municipality 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 Municipality responsible for the regulation of private sewage systems certified that the property is served by either a municipal sewer or a soil absorption system that complies with SPS 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 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.

Municipal Official Name: (Print)  _____	Owner(s) Name(s): (Print)  _____	Subscribed & sworn to before me on this Date: _____
Title:  _____	Owner(s) Signature(s):  _____  _____	_____ Notary Public
Municipal Official Signature:  _____		My Commission Expires:  _____  <b>SEAL REQUIRED</b>