

*****MUST BE COMPLETED IN BLACK INK*****

Document Number / Plan I.D. No.

HOLDING TANK AGREEMENT
This agreement is made between the government unit and holding tank owner(s)

Name and Return Address

Parcel Identifier Number (PIN)

Agreement Date

Government Unit

Holding Tank Owner(s)

We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description. Use reverse side if additional space is needed)

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 Wisconsin Administrative Code. Adm. Code or Ch. 145.Stats.

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

1. Owner agrees to have the holding tank(s) serviced by a licensed pumper when the alarm goes off, or the tank(s) is more than 90% full, and also to maintain the tank(s) in a water tight condition. If the owner fails to have the holding tank(s) properly serviced in response to orders issued by Outagamie County to prevent or abate a human health hazard as described in s. 254.59, Stats. the government unit may enter upon the property and service the tank(s) or cause to have the tank(s) to be serviced and charge the owner by placing the charges on the tax bill as a special assessment for current services rendered. The changes will be assessed as prescribed by s. 66.60, Stats.
2. The owner agrees, pursuant to s.COMM 83.54(2), Wisconsin Administrative Code. Adm. Code, to have a water meter installed in a new building or new structure. 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 finally 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.
3. Owner agrees to pay all charges and cost 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 by the holding tank(s). 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, except as provided by s. 146.20 (3) (d), Stats., agrees to contract with a person who is licensed under Ch. NR 113, Wisconsin Administrative Code. Adm. Code, to have the holding tank (s) serviced and to file a copy of the contract or the owner's registration with Outagamie County. The owner further agrees to file a copy of any changes to the service contract, or a copy of a new service contract, with Outagamie County 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, Wisconsin Administrative Code. Adm. Code, who shall submit to the County on a semiannual basis a report in accordance with s. COMM 83.55 (2) (a), Wisconsin Administrative Code. Adm. Code, for the servicing of the holding tank(s). In the case of registration under s. 146.20 (3) (d), Stats., the owner shall submit the report to Outagamie County. Outagamie County may enter upon the property to investigate the condition of the holding tank(s) when pumping reports and meter readings may indicate that the holding tank(s) is not being properly maintained.
6. This agreement will remain in effect until Outagamie County certifies that the property is served by either a municipal sewer or a soil absorption system that complies with Ch. COMM 83, Wisconsin Administrative Code. 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.
7. 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(s) is installed.

Owners(s) Name(s) - Please Print	Township Official's Name - Please Print	Subscribed and sworn to before me on this date
Notarized Owners(s) Signature(s)	Township Official's Title - Please Print	Notary Public
	Township Official's Signature	My commission expires:

HOLDING TANK SERVICING CONTRACT

Contract Date

This contract is made between the

Holding Tank Owner(s) Name (s)

And

Pumper's Name

We acknowledge the installation of (a) holding tank (s) on the following property. (Provide legal description)

1. The owner is responsible for the operation and maintenance of the system, locking device, alarm, and water meter.
2. The owner agrees to have the holding tank(s) serviced by the pumper and guarantees to permit the pumper to have access and to enter upon the property for the purpose of servicing the holding tank(s). The owner agrees to maintain the all-weather access road or drive so that the pumper can service the holding tank(s) with the pumping equipment. The owner further agrees to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon by the owner and pumper.
3. The pumper agrees to submit to the County a report for the servicing of the holding tank(s) on a semiannual basis. The pumper further agrees to include the following in the semiannual report:
 - a. The name and address of the person responsible for servicing the holding tank;
 - b. The name of the owner of the holding tank;
 - c. The location of the property on which the holding tank is installed;
 - d. The sanitary permit number issued for the holding tank;
 - e. The dates on which the holding tank was serviced;
 - f. The volumes in gallons of the contents pumped from the holding tank for each servicing;
 - g. The disposal sites to which the contents from the holding tank were delivered.
4. This agreement will remain in effect until the owner or pumper terminates this contract. In the event of a change in this contract, the owner agrees to file a copy of any changes to this service contract or a copy of a new service contract with Outagamie County within ten (10) business days from the date of change to this service contract.

Owners(s) Name(s) (PRINT)	Owner's Signature	Subscribed and sworn to before me on this date:
		Notary Public
Pumper's Name (PRINT)	Pumper's Signature	My Commission Expires:

Pumper's Registration Number