

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 agrees to file a copy of this contract with the local governmental unit hereinafter called the "municipality", which has signed the pumping agreement required in Ch. DSPS383.52, Wis. Adm. Code and with the County of
 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 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 municipality which has signed the pumping agreement required by DSPS383.52, Wis. Adm. Code, and 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 the municipality and the County names above within ten (10) business days from the date of change to this service contract.

Owner(s) Name(s) (Print)

Owner's Signature(s)

Pumper's Name (Print)

Pumper's Signature

Pumper's Registration Number

Document No./Plan Identification No.

Holding Tank Agreement

Agreement Date

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

Governmental 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)

or that continued used 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. DSPS 383, Wis. Adm Code, or Ch.145.Stats.

As an inducement to the _____ 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 DSPS 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 to prevent or abate a human health hazard 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. 66.60, Stats.
2. The owner agrees, pursuant to s. DSPS 383.54, Wis. 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 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.
3. 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 the owner within thirty (30) days from the date to 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, 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.
5. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the governmental unit and the county on a semiannual basis a report in accordance with s. DSPS 383.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of registration under s. 146.20 (3) (d), Stats., 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.
6. 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. DSPS 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.
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 is installed.

Name and Return Address

Parcel Identifier Number

Owner(s) Name(s) -Print

Notarized Owner(s) Signature(s)

Subscribed and sworn to before me on this date:

Governmental Unit Official Name - Print

Governmental Unit Official's Signature

Notary Public

My commission expires:

Governmental

Unit

Title

Print

Drafted by:

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