



Preserving Yesterday's Heritage for Tomorrow.

1293 Washington Avenue
Cedarburg, Wisconsin 53012

HOLDING TANK AGREEMENT

The Ozaukee County Department of Land and Water Management (LWM) (262-284-8313) requires that any parcel that will be served by a holding tank as its private sewage disposal system execute with the Town of Cedarburg a Holding Tank Agreement. This insures the Town that the tank will be properly maintained and pumped. In the event that it is not, the effluent is considered a health hazard and must be cleaned up by the Town. Therefore, a bond must be kept linked with the property as long as the holding tank is active.

Application Instructions

1. Complete the Holding Tank Agreement and Holding Tank Servicing Contract by printing or typing in black ink. Please note that the owner(s) must sign the Holding Tank Agreement in the presence of a notary public. The Holding Tank Agreement must state the date of the agreement, the tax key number, legal description and property address (information available from Ozaukee County LWM Department, 262-284-8313) along with the reason for the request (new construction, replacement system, etc).
2. The entire packet must be turned in to Town Hall by the first of the month to be acted on at the Town Board of Supervisors Meeting.
3. Once the agreement has been approved, the bond must be paid to the Town of Cedarburg before the agreement can be released to the property owner.

Bond amount for residential property = \$600.00
Bond amount for commercial property = \$1,000.00
4. The agreement must be taken to the Register of Deeds Office in Port Washington to be recorded. It is not valid until it has been recorded. Recording and associated fees are the responsibility of the property owner. The Register of Deeds will mail the original, recorded Holding Tank Agreement to the owner at the return address included on the document.
5. In the event that the property is sold, the bond remains on deposit with the Town. The buyer and seller need to arrange for repayment of the bond between themselves in the closing documents.

HOLDING TANK AGREEMENT

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

Agreement Date	
County or Local Governmental Unit TOWN OF CEDARBURG <small>(called Municipality below)</small>	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)

Town of: CEDARBURG	City of:	
Village of:	Part of the: 1/4 1/4	Section:
T 10 N-R 21 E Tax Key:		
Lot:	Subdivision:	CSM#: Vol.: Page: Doc. #
Site Address:		

Return To: _____

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 (POWTS) as permitted under SPS 383, Wis. Adm. Code, or Ch. 145, Stats.

As an inducement to the County of **Ozaukee** 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 tanks. If the owner fails to have the holding tank properly serviced in response to orders issued by the County to prevent or abate a human health hazard as described in s. 254.59, Stats., the County 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. Owner agrees to pay all charges and cost incurred by the County, Township, Village or City 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 County, Township, Village or City 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 replaced 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 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 the contract or the owner's registration with the County. The owner further agrees to file any changes to the service contract, or a new service contract, with the 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 Ch. NR 113, Wis. Adm. Code, who shall submit to the County within thirty (30) days after servicing the holding tank a report in accordance with s. SPS 383.52, 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 County. The County may enter upon the property to investigate the condition of the holding tank when pumping reports may indicate that the holding tank is not being properly maintained.
5. This agreement will remain in effect only until the County who is responsible for the regulation of private onsite wastewater treatment systems (POWTS) certifies that the property is served by either a municipal sewer or a POWTS that complies with Ch. SPS 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.
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.
7. The Owner (s) shall deposit with the Town of Cedarburg a cash bond in the sum of \$600.00 dollars. This bond shall guarantee, to the Town of Cedarburg, reimbursement for any and all expenses incurred by the Town of Cedarburg while alleviating any nuisance which may occur as a result of the permission granted by this agreement for the Owner(s) to install a sewage holding tank. The sum of \$600.00 dollars shall be maintained at all times and if monies are expended, the Owner(s) shall replenish the cash bond and maintain the same constantly at \$600.00 dollars. Upon the installation, availability and connection of the property involved to sanitary sewers, the cash bond shall be returned to the Owners(s). The Town of Cedarburg shall have the right to place upon the tax roll as a special assessment any and all expense incurred as stated above, in an amount paid by the cash bond or Owner(s) without any notice whatsoever.

Owner(s) Name(s)-Print	Notarized Owner(s) Signature(s)	Subscribed and sworn before me on this date:
		_____ Notary Public
Municipal Official Name-Print	Municipal Official Signature	My commission Expires: _____
Municipal Official Title-Print		Notary Signature _____

HOLDING TANK SERVICE CONTRACT

(please print)

This agreement is made and entered into this _____ day of _____, 20 _____
by and between _____, hereafter called "owner," and
_____, hereafter called "pumper."

We hereby acknowledge the installation of a holding tank(s) OR an existing holding tank(s) on the following property in
Ozaukee County:

Site address _____

Town/City/Village of _____ Tax Key # _____

_____ 1/4 _____ 1/4 Section _____ T _____ N-R _____ E Lot(s) _____ Block _____

Subdivision _____ OR CSM # _____ -Volume/Page or Doc. # _____

OR see attached survey for metes and bounds description.

1. The owner agrees to submit the original of this signed contract to OZAUKEE COUNTY.
2. The owner agrees to have the holding tank(s) serviced by the pumper, as required by SPS 383.52(1)(a) Wisconsin Administrative Code, and guarantees the pumper access to and entry on the property for the purpose of servicing the holding tank(s). The owner agrees to maintain an all-weather access road or drive so 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 on by the owner and pumper.
3. The pumper agrees to report each service event for the holding tank(s) to OZAUKEE COUNTY within thirty (30) calendar days of the service date, as required by SPS 383.55(2)(b) of Wisconsin Administrative Code. The pumper further agrees that each service report shall include:
 - a. The name, address, and license/certification/registration number of the company or individual performing the service.
 - b. The name of the property owner.
 - c. The site address of the property.
 - d. The sanitary permit number.
 - e. The date of service.
 - f. The volume (in gallons) of contents pumped.
 - g. The disposal site(s) to which the contents were delivered.

SIGNATURE OF OWNER(S) _____

MAILING ADDRESS (street or P. O. Box, city, state, zip code) & PHONE NUMBER OF OWNER(S)

SIGNATURE & LICENSE NUMBER OF PUMPER _____

MAILING ADDRESS (street or P. O. Box, city, state, zip code) & PHONE NUMBER OF PUMPER
