

Document Number

# HOLDING TANK AGREEMENT

Document Title



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This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, by and between the CITY OF MEQUON, a municipal corporation, with principal offices at 11333 N. Cedarburg Road 60W, hereinafter called "City", and

\_\_\_\_\_, hereinafter called "Owner/s."

WHEREAS, we acknowledge that application has been made for a sanitary permit, on the following described property, at wit:

Address: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_ ¼ of the \_\_\_\_\_ ¼ of Section \_\_\_\_\_ T 9 N, R \_\_\_\_\_ E Tax Key # \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_ Subdivision: \_\_\_\_\_

Or complete land boundary description if not in subdivision. Add attachment to back of document if too long. (required) \_\_\_\_\_

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. We also acknowledge that said property cannot now be served by a municipal sewer, any other type of private on-site wastewater treatment system (POWTS) sewage system under SPS 383, Wisconsin Administrative Code, or Ch. 145, State Statutes.

Therefore, as an inducement to the County of Ozaukee to issue a sanitary permit for the above described premises, and in consideration of the issuance by the City of Mequon of a building permit, we hereby agree and bind ourselves as follows:

- (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.

Recording Area

Name and Return Address:

Engineering Department  
City of Mequon  
11333 N Cedarburg Road  
Mequon, WI 53092

Parcel Identification Number (PIN)

- (2) Owner agrees to pay all charges and cost incurred by the County 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 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 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 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 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 condition of the holding tank when pumping and meter readings 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 on site 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) Owners further agree that in the event that municipal sewers shall be installed so as to make the premises available to such municipal sewer service they will pay all special assessments levied against the premises as the property share of costs of the installation of such sanitary sewer and shall not assert any claim as to lack of benefit or reasonableness as to the installation of municipal sewers by reason of the fact that the Owners have been permitted to install a holding tank, and that upon municipal sewer service becoming available, Owners will abandon use of said holding tank and connect the premises to the municipal sewer.
- (7) Owners shall deposit with the City a cash bond in the amount of \$500.00. This bond shall guarantee to the City the performance of the obligations imposed upon Owner hereunder and the reimbursement of the City for any and all expenses incurred by the City. The sum of \$500.00 shall be maintained at all times by the City, and if monies are expended therefrom the Owner shall pay to the City any cash to maintain the cash bond constantly at \$500.00. Upon the installation, availability, and connection of the plumbing facilities upon the described property to a public sanitary sewer, the unused balance of the bond shall be returned to the Owner of record of the property at the time the holding tank is eliminated.
- (8) This agreement shall be binding upon the owner, the heirs of the owner and the assignees of the owner and it is further agreed that the obligations herein are covenants running with the land and deed. The City shall file the agreement with the County Register of Deeds which shall be recorded 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.

