

- USE BLACK INK ONLY -

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| POWTS MAINTENANCE AGREEMENT For Holding Tanks | |
| Owner's Name(s) as shown on deed: | |
| Parcel Identification Number: (12 Digit Legacy ID) | _____ - _____ - _____ - _____ |
| Map # | |
| Legal Description of Property: | |
| We acknowledge that application is being made for the installation of a holding tank(s) on the property described on the attached sheet. | |
| Return To: Washburn County Zoning, Shell Lake, WI 54871 | |

As an inducement to the County of Washburn to issue a sanitary permit for a holding tank on the above-described property, the owner is responsible for the operation and maintenance of the holding tank, locking device, alarm and access, and agrees to conform to all applicable requirements of Ch. Comm 83, Wis. Adm. Code relating to holding tank management, including the following:

1. The owner agrees to contract with a person who is licensed under Ch. NR 113, Wis. Adm. Code, except as provided by Section 281.48 (3) (d), Stats., to have the holding tank properly serviced and to file a copy of the service contract 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.
2. The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit pumping reports to the governmental unit in accordance with Ch. Comm 83.55, Wis. Adm. Code, for the servicing of the holding tank. In the case of exemption under Section 281.48 (3) (d), Stats., the owner shall submit the report to the governmental unit. The governmental unit may enter upon the property to investigate the condition of the holding tank when pumping reports may indicate the holding tank is not being properly maintained.
3. 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 Section. 254.59, Stats., the governmental unit may enter upon the property and service, or cause the tank to be serviced. Pursuant to Section 145.20(4) Wis. Stats., a governmental unit may assess the owner of a private sewage system for costs related to the pumping of a septic or holding tank. The charges will be assessed as prescribed by Section 66.0703, stats. The 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 caused by the holding tank.
4. This agreement will remain in effect only until the governmental unit responsible for the regulation of private sewage systems certifies that either a soil absorption system that complies with Ch. Comm 83, Wis. Adm. Code, or a municipal sewer serves the property. 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.
5. 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.

- Only one owner signature required -

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| Owner's Signature: |
| Owner's Name: |
| Date: |
| Drafted by: |

ACKNOWLEDGEMENT

State of: _____
County of: _____
Subscribed and sworn to before me on this
_____ day of _____, 20____
by _____
Notary Public Signature: _____
Notary Public Name: _____
My commission expires on: _____

HOLDING TANK SERVICING CONTRACT

Contract Date: _____

This contract is made between the Holding Tank Owner and the Pumper.

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| Holding Tank Owner(s) Name(s): | Pumper's Name: |
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We acknowledge the installation of (a) holding tank(s) on the following property (Provide legal description and computer number):

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 COMM 83, Wis. Adm. Code and with the County of **Washburn**.

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 a 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 COMM 83, 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 named above within ten (10) business days from the date of change to this service contract.

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| Owner(s) Names(s) (Print) | Owner's Signature(s) | Subscribed and sworn to before me on this date: |
| | | |
| Pumper's Name (Print) | Pumper's Signature | Notary Public |
| Pumper's Registration Number | | My commission expires: |