

# TITLE 6 - HEALTH AND SANITATION

## Chapter 4 - Holding Tanks

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**6.4.1 Regulation of Holding Tanks.****6.4.1.01 Purpose**

The purpose of this Chapter is to regulate the installation, use and maintenance of holding tanks as private sewage systems within the Town of Grafton. The installation, use and maintenance of holding tanks shall be permitted only under the terms and conditions set forth herein. The Town of Grafton deems it necessary to have a holding tank ordinance as an acceptable measure for the replacement of an existing inadequate sanitary facility presently in use or for a new facility that was unable to obtain an on-site soil absorption system for domestic sewage.

**6.4.1.02 Holding Tanks Limited to Existing Parcels**

- (A) The installation and use of holding tanks for sewage disposal service at new residential structures shall be prohibited, unless expressly approved by the Town Board. Holding tanks for existing residential structures or other uses shall be considered on an individual basis.
- (B) If any parcel of land existing on November 25, 1975 cannot qualify for any other approved on-site wastewater disposal system, may be eligible for a holding tank, subject to a holding tank maintenance agreement with the Town.

**6.4.1.03 Land Use Plan**

The provisions of this Section shall comply with the Town's Zoning Code, Subdivision Ordinances and Land Use Plan and, in the event of a conflict, the stricter provision shall apply.

**6.4.1.04 Administrative Code Requirements**

All holding tanks shall fully comply with the requirements of COMM 83.43 and COMM 83.32, Wis. Adm. Code, the provisions of which are adopted by reference and made a part of this Section.

**6.4.1.05 Restriction of Installation and Use**

Holding tanks for use as private sewage systems shall not be installed for any new or existing structure in the Town without first entering into an agreement as provided herein. Replacement holding tanks for existing structures to replace defective systems shall also be required to comply with this Section.

**6.4.1.06 Permit**

Prior to the installation of any holding tank for private sewage purposes within the Town, the owner of the premises desiring to install the holding tank shall apply to the Planning, Resources, and Land Management Department for a permit authorizing the installation of the holding tank.

**6.4.1.07 Maintenance Agreement**

Prior to the issuance of a permit by the Ozaukee County Director, the applicant must consent to and sign a "Holding Tank Agreement" as provided in the attached document Exhibit A, and incorporated in this Section by reference. The Holding

Tank Agreement shall be signed by the Town Chairperson and Town Clerk on behalf of the Town of Grafton upon proper approval and recommendation of the Town Board as provided herein.

**6.4.1.08 Cash Deposit**

Prior to the completion of the Holding Tank Agreement between the applicant and the Town of Grafton, the applicant shall deposit with the Town a bond in cash, the sum determined by the Town Board, for all properties. The cash deposit, held in escrow by the Town, shall be available to the Town for reimbursement for any and all expenses incurred by the Town while cleaning up and/or preventing any discharge from the applicant's holding tank or alleviating any nuisance which may occur as a result of the installation of the holding tank, its misuse or lack of proper maintenance

**6.4.1.09 Soil Test Report**

Before application is made for a Holding Tank Agreement, the following tests shall be made and information documented:

- (A) A bona fide soil test, as defined in COMM 83.44, Wis. Adm. Code, shall be made on said property.
- (B) A copy of the report of Soil Boring and Percolation Tests (115) on form number DIHLR SBD-6395 shall be submitted to the Town.
- (C) The results of the above shall show that no other type of on-site wastewater disposal system is available or can be used on said property.

**6.4.1.10 Inspection**

The Town Building Inspector shall be authorized to inspect at reasonable times any holding tank installed and in use under this Section.

**6.4.1.11 Enforcement and Notice of Violation**

Upon personal inspection by the Building Inspector, if the holding tank has not been properly maintained or serviced in compliance with Wisconsin law or in such a manner as to create a nuisance, the Building Inspector may issue a notice to pump or correct the violation within not less than twenty-four (24) hours. The notice shall indicate that failure to pump the holding tank or take corrective action as directed shall result in the Town causing such work to be done and charged back to the owner. Further, that failure to pay the costs of such work within thirty (30) days of date of notice of the charges shall result in placing the charge on the owner's tax bill as a special charge.

**6.4.1.12 Servicing of Holding Tank and Charge Back**

Upon failure of an owner to comply with a proper notice of the Town Building Inspector to pump or correct a violation in the use of a holding tank, the Building Inspector may contract with a properly licensed business to pump or correct the holding tank. The costs of such pumping or corrective action shall be billed to the owner of the land. Failure to pay the costs within thirty (30) days shall result in the placing of the costs on the owner's tax bill as a special charge.

**6.4.1.13 Semi-Annual Report**

Pursuant to COMM 83, Wis. Adm. Code, and the Holding Tank Agreement, the owner shall submit a semi-annual pumping report to the Town Building Inspector which shall state the following:

- (A) The owner's name;
- (B) The pumper's name;
- (C) Location of property where the holding tank is located;
- (D) Dates and volumes pumped;
- (E) Disposal site of the volume pumped; and
- (F) Sanitary permit number issued for the holding tank.

**6.4.1.14 Penalty**

In addition to the other procedures contained herein, any person violating this Ordinance by installing or using a holding tank without the issuance of a proper permit shall be subject to the general penalty provisions of this Code of Ordinances in Section 1.1.6.

**6.4.1.15 Injunctive Relief**

The Town Board may authorize the commencement of appropriate legal action or proceedings to prohibit the owner, resident, agent or occupant of the premises from use of a holding tank installed or used in violation of this Section.

**Grafton Town Code Cited in Title 6, Chapter 4**

**Other Authorities**

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DIHLR Form SBD-6123 (face)

APPENDIX TO ORDINANCE 94-10

Wisconsin Department of Industry, Labor and Human Relations	<b>HOLDING TANK AGREEMENT</b>	Safety and Buildings Division Bureau of Buildings and Water Systems
Document No./Plan Identification No.	This agreement is made between the governmental unit and holding tank owner(s)	This space reserved for recording data
Issuance Date		
County or Local Governmental Unit	Holding Tank Owner(s)	
(If Municipality below) We acknowledge that application is being made for the installation of (a) holding tank(s) on the following property: (Provide legal land description)		
_____ _____ _____		
		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 sewage system as permitted under Ch. ILHR 83, Wis. Adm. Code, or Ch. 145, Stats.

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

- Owner agrees to conform to all applicable requirements of Ch. ILHR 83, 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 municipality to prevent or abate a human health hazard as described in s. 254.59, Stats., the municipality 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.
- The owner agrees, pursuant to s. ILHR 83.18 (10), Wis. Adm. Code, to have installed in a new building or new structure a water meter approved by the County and State. 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 municipality to enter the above described property on a regular basis to read and/or inspect the water meter.
- Owner agrees to pay all charges and cost incurred by the municipality 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 municipality 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.
- 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 municipality. 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 municipality within ten (10) business days from the date of change to the service contract.
- The owner agrees to contract with a person licensed under Ch. NR 113, Wis. Adm. Code, who shall submit to the municipality on a semiannual basis a report in accordance with s. ILHR 83.18 (4) (a) 2., 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 municipality. The municipality 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.
- This agreement will remain in effect only until the local 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. ILHR 83, 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.
- 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.
- See Paragraph on reverse side.

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

The information you provide may be used by other government agency programs (Privacy Law, s. 15.04 (1)(m))

SBD-6123 (R. 04/94)

**DIHLR Form SBD-6123 (Paragraph on back)**

The Owner(s) shall deposit with the Town a cash bond in the sum of \_\_\_\_\_ dollars. This bond shall guarantee, to the Town, re-imbursement for any and all expenses incurred by the Town while alleviating any nuisance which may occur as a result of the permission granted by this agreement for the Owners(s) to install a sewage holding tank. The sum of \_\_\_\_\_ 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 \_\_\_\_\_ dollars. Upon the installation, availability and connection of the property involved to sanitary sewers, the cash bond shall be returned to the Owner(s). The Town shall have the right to place upon the tax roll as a special assessment any and all expenses incurred as stated above, in an amount not paid by the cash bond or Owner(s), without any notice whatsoever.