

Chapter 3

Holding Tanks

6-3-1 Regulation of Holding Tanks

Sec. 6-3-1 Regulation of Holding Tanks.

- (a) **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 Westport. The installation, use and maintenance of holding tanks shall be permitted only under the terms and conditions set forth herein. The Town of Westport 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.
- (b) **Land Use Plan.** The provisions of this Section shall comply with the County's and Town's Subdivision Ordinances and Land Use Plan and, in the event of a conflict, the stricter provision shall apply.
- (c) **Administrative Code Requirements.** All holding tanks shall fully comply with the requirements of Sections ILHR 83.08 and 83.18, Wis. Adm. Code, the provisions of which are adopted by reference and made a part of this Section.
- (d) **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 obtaining a permit and entering an agreement as provided herein. Replacement holding tanks for existing structures to replace defective systems shall also be required to comply with this Section.
- (e) **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 Dane County or the Town Board for a permit authorizing the installation of the holding tank.
- (f) **Application Information.** The Town Board or County authorities may request sufficient information in writing to determine that the proposed holding tank will comply with the requirements of Sections ILHR 83.08 and 83.18 of the Wisconsin Administrative Code as to installation, construction, design, use and servicing. Failure to comply with this Section or provide adequate information to the Town Board shall be adequate grounds to deny the issuance of the permit.
- (g) **Maintenance Agreement.** Prior to the issuance of a permit by the Town Board, 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/Treasurer on behalf

of the Town of Westport upon proper approval and recommendation of the Town Board as provided herein.

(h) **Approval of Permit.**

- (1) Upon review of the application information by the Town Board, a holding tank permit may be issued if the Board finds the following:
 - a. Necessary application information is complete;
 - b. All statutory and administrative code requirements have been complied with;
 - c. The applicant has consented to and signed a "Holding Tank Agreement" as provided herein;
 - d. The issuance of a permit would not be contrary to the public good.

(2) Before the holding tank permit will be granted by the Town Board, the owner(s) shall also comply with the following:

- a. A bona fide percolation test, as defined in Sec. ILHR 83.09(5), Wis. Adm. Code, shall be taken on said property.
- b. If said test should fail, the owner(s) shall apply for a mound system, through Dane County, with a copy of said request being sent to the Town Clerk/Treasurer.
- c. Owner(s) shall then apply for a holding tank permit from the Town.
- d. If granted, the owner(s) shall enter into a holding tank agreement with the town of Westport, and this agreement shall become part of this Section.
- e. If and when a mound system is approved, the owner(s) shall install said system.

(i) **Fee.** The applicant shall be required to tender to the County Zoning Administrator the required fee prior to the issuance of the Holding Tank Permit. This fee shall be used to defray the administrative costs of issuance of the permit.

(j) **Inspection.** Town or County officials shall be authorized to inspect at reasonable times any holding tank installed and in use under this Section.

(k) **Enforcement and Notice of Violation.** Upon personal inspection by officials authorized by the County or Town Board, 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 inspecting official 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.

(l) **Servicing of Holding Tank and Charge Back.** Upon failure of an owner to comply with a proper notice of the town Board to pump or correct a violation in the use of a holding tank, the town Board 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. The special charge shall be a special assessment against the property.

- (m) **Quarterly Report.** Pursuant to Sec. ILHR 83.18, Wis. Adm. Code, and the holding tank agreement, the owner shall submit a quarterly pumping report to the Town Clerk/Treasurer which shall state the following:

- (1) The owner's name;
- (2) The pumper's name;
- (3) Location of property where the holding tank is located;
- (4) Dates and volumes pumped;
- (5) Disposal site of the volume pumped.

An annual pumping report or fourth quarter report, including a summary of the pumping history of the previous year, shall be submitted to the Wisconsin Department of Industry, Labor and Human Relations by the Town, per Sec. 145.01(15), Wis. Stats.

- (n) **Penalty.** In addition to the other procedures contained herein, any person violating this Section 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.
- (o) **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.

EXHIBIT A

NOTE: This document is to be recorded in the Tract Index at the office of the Dane County Register of Deeds.

HOLDING TANK AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 19 ____, by and between the Town of Westport, hereinafter called "Town," and _____, hereinafter called the "Owner."

We hereby acknowledge that application has been made for a building permit on the following-described property, to wit:

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 or septic tank-soil absorption system.

THEREFORE, as an inducement to the County of Dane to issue a sanitary permit for the above-described premises, we hereby agree and bind ourselves as follows:

1. Owner agrees to conform to all applicable requirements of the Plumbing Code relating to holding tanks. Any time the town of Westport deems it necessary to pump out the subject holding tank, the Owner shall have same pumped out in twenty-four (24) hours, or the Town will have said work done and charge same back to Owner and place same on the tax bill as a special charge. The Owner further agrees that the Town of Westport may enter upon the property described above at any reasonable time to inspect or pump and haul wastes from the subject holding tank.

2. Owner agrees to pay all charges and costs incurred by the Town of Westport for inspection, pumping, hauling or otherwise servicing and maintaining the subject holding tank in such a manner as to prevent or abate any nuisance or health hazard caused by such holding tank. The Town shall notify the Owner of any such cost which shall be paid by Owner within thirty (30) days from the date of notice and in the event that the Owner does not pay said cost within thirty (30) days, Owner hereby specifically agrees that all of said costs and charges may be placed on the tax roll as a special assessment for the abatement of nuisance, and said tax shall be collected as provided by Wisconsin Statute.

3. Owner agrees to have a quarterly pumping report submitted to the Town and the county which will state the Owner's name, location of the property on which the holding tank is located, the pumper's name, the dates, volumes pumped and the disposal site. An annual pumping report or the fourth quarter report, including a summary of the pumping history of the previous year, shall be submitted to the Department of Industry, Labor and Human Relations by the governmental unit responsible, per Sec. 145.01(15), Wisconsin Statutes.

4. Owner guarantees that the holding tank contents will be disposed of at a site meeting the requirements of Chapter NR 113, Wisconsin Administrative Code.

5. This Agreement will remain in effect only until the sanitary permit issuing agent in Dane County certifies that the subject property is served by either a public sewer or a septic tank-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 the Tract Index indicated above.

6. Additionally, it is agreed that, in the event that municipal sewers are installed so as to make the premises available to such municipal sewer service, the Owner(s) will pay all special assessments levied against the premises as the property share or 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 said Owner(s) have been permitted to install a holding tank(s), and that upon municipal sewer service becoming available, the Owner(s) shall abandon use of the said holding tank(s) and connect the premises to the municipal sewer as required by the Wisconsin Administrative Code.

7. As a contingency in granting a holding tank permit, the Town shall require a performance bond or other acceptable surety in an amount sufficient to service and maintain said holding tank(s) for a minimum period of six (6) months.

8. This Agreement shall be binding upon the Town, Owner(s), their heirs and assigns, and shall continue in full force and effect so long as a holding tank(s) remains on the premises. The Agreement shall run with the deed.

WITNESS our hands and seals this _ day of _____, 19 __ .

TOWN OF WESTPORT

OWNER(S)

STATE OF WISCONSIN)

) ss.

COUNTY OF DANE)

Personally came before me this ____ day of _____, 19 ____, the above-named _____, _____, _____, and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: _____.