



Temporary Holding Tank
Service Agreement

Parcel ID Number: _____ Property Address: _____

THIS AGREEMENT (the “Agreement”) is entered into by and between _____ (“Homeowner”) and Mille Lacs County (“County”), a political subdivision organized in and under the laws of the State of Minnesota. This Agreement is valid for up to, but not to exceed, **one (1) year** from the date of this Agreement.

WHEREAS, Homeowner is required to obtain a septic permit from the County to install and maintain a temporary holding tank until a sewage treatment system is installed; and

WHEREAS, to protect the environment Homeowner’s holding tank is required by law to be periodically pumped as needed by an MPCA registered septic tank Maintainer, and the Maintainer has entered into an agreement to provide holding tank pumping services to Homeowner as necessary and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the County is responsible for enforcing and obtaining compliance with septic system laws and regulations.

NOW THEREFORE, in consideration of the mutual promises and obligations herein contained, the parties hereby agree as follows:

Tank Pumping Required. Owner is required by law to periodically have his/her holding tank pumped by a MPCA registered septic tank maintainer and turn in the annual pumping record(s) to the Mille Lacs County on or by **December 31st** of each year the system is in operation. Homeowner agrees that he/she shall not allow the holding tank to overflow or discharge in any manner. Maintainer and Homeowner agree that the holding tank shall be pumped in accordance with the following:

Within 24 hours of indication by tank alarm or lack of capacity.

Maintainer agrees to provide pumping services according to a regular pumping schedule or as needed to prevent discharge.

Homeowner is required to submit a new Agreement if he/she contracts with a new Septic Maintainer. Grievances between Homeowner and Maintainer shall be reported to the Mille Lacs County, by either Homeowner or Maintainer. Homeowner and Maintainer understand that failure to have the holding tank pumped as herein specified or the discharge of any contents from the holding tank, not in accordance with this Agreement, regardless of fault, may result in, the suspension, cancellation or revocation of the Certificate of Compliance; and, the Homeowner may be required to vacate the premises and any pending costs accrued for pumping accrued will be assessed through the taxes.

Failure to have a working alarm on the holding tank may result in a \$200.00 fine being assessed against the Homeowner by the County.

Term of Agreement. Homeowner shall maintain the above referenced service agreement until such time as the property is either (1) connected to municipal sewage treatment system, or (2) Homeowner



Holding Tank Service Agreement

installs or connects to a permanent individual sewage treatment system as approved by the County, either permanent solution to be completed prior to the end of the **one (1) year** term of this signed Agreement.

Access to Homeowner's Property. Homeowner grants County license and right-of-entry to Homeowner's property for purposes of inspection and, as provided for under this Agreement, pumping the holding tank that is the subject of this Agreement. Homeowner acknowledges and agrees that said license and right-of-entry shall be irrevocable during the term of this Agreement.

Pumping by County – Costs to be Assessed. In the event that Homeowner fails to pump his/her holding tank as required, the County may at its option cause the holding tank to be pumped, as provided for under this Agreement. The costs of any pumping performed, as provided for under this Agreement, by the County shall be assessed against Homeowner's property pursuant to Minnesota Statutes 429.101. Homeowner knowingly and voluntarily waives his/her right to a hearing on such assessment pursuant to MS 429.061. Homeowner knowingly and voluntarily waives his/her right to appeal such assessments pursuant to MS 429.081.

Remedies upon Default. All rights or remedies available to the County, whether at law or in equity, for default or breach of any term or condition of this Agreement shall be cumulative and may be exercised in such manner and with such frequency as the County in its sole discretion may deem appropriate.

Waiver. No action or inaction by the County in enforcing this Agreement or any laws or regulations pertaining to septic systems, shall be deemed or constitute a waiver by the County. Any waivers under this Agreement shall be made in writing and signed by the waiving party.

Modification by Written Instrument Only. This Agreement represents the full and complete understanding of the Parties with respect to the matters herein contained and both Parties represent that neither part is relying on any prior statements or agreements, whether oral or written. This Agreement shall be modified, if at all, only by written instrument signed by both Parties.

Homeowner

Date

Septic Maintainer

Date

Mille Lacs County

Date