

Sanitary Permit Number: \_\_\_\_\_

Date entered into computer: \_\_\_\_\_

**POWTS SERVICING AGREEMENT FOR OCCASIONALLY OCCUPIED STRUCTURES OR FACILITY**

This agreement is made by the owner(s) of and for the following described parcel of land in Oneida County, Wisconsin.	
Parcel Identification Number (PIN)	Agreement date:
Owner(s)	
I/We owner(s) having full ownership of the property described below, do hereby execute this document and is binding on current owners, heirs, assignees and transferees. (Provide complete legal description. Attach a second sheet if additional space is required.)	
Site address:	

As allowed under SPS 383.54(4)(d)(3) of Wisconsin Administrative Code, we request that the county extend the visual inspection interval required under SPS 383.54(4)(d)(1) to a 5 year interval on the above described property, and we agree to do the following:

- 1) The owner agrees that the dwelling served by this POWTS (Private Onsite Wastewater Treatment System) is only occasionally occupied, which means the property is not eligible for lottery credit, the property will not be occupied more than 6 months or 180 days of the year, and the property is not being rented and being used as a single family dwelling.**
- 2) The owner agrees to conform to all applicable requirements of SPS 383, Wis. Adm. Code relating to the maintenance requirements for the POWTS – including the requirement that the tank be pumped when 1/3 full of sludge and scum – regardless of timing.
- 3) The owner agrees to contact the service provider immediately upon any malfunction of the POWTS and to maintain the unit so that it will not create a human health hazard as described in s. 254.59, Stats.
- 4) The owner or the owner’s agent agrees to report to the department or designated agent at the completion of each inspection, maintenance or servicing event in a manner specified by the department or designated agent within 30 days from the date of inspection, maintenance or servicing.
- 5) This agreement will remain in effect until the county office responsible for the regulation of POWTS certifies that the property is no longer served by the system. In addition, this agreement may be cancelled by executing in writing with reference to this agreement that such agreement is null and void as the property listed above no longer meets the qualifications as stated above.
- 6) This agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The owner shall submit this agreement to the Planning and Zoning Department and made part of the record for the sanitary # \_\_\_\_\_ which will permit the existence of the agreement to be determined by reference to the property where the POWTS is installed.

I/We further acknowledge and agree to the following:

1. If I/we or any other subsequent owner of this parcel fail(s) to meet the above criteria for a five-year maintenance interval, the owner shall immediately notify the Planning and Zoning Department. Upon notification, the POWTS will be placed on the three-year maintenance cycle.
2. Upon sale of the property, I/we will inform the buyer that this agreement exists.
3. I/We have been informed that failure to comply with this agreement will result in enforcement action and penalties.

\_\_\_\_\_ (staff initials) Documentation verification that the owner's driver's license address is different than the site address above and that the property is not receiving lottery credit on the tax bill

**(NOTE: Please provide a copy of driver's license if submitting affidavit by mail).**

<p><b>Owner(s) signature(s)</b></p> <p>X _____ (Print name) _____</p> <p>X _____ (Print name) _____</p>	<p>Office use only:</p> <p>X _____ Director's signature</p> <p>(Print name) _____</p>
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