

## **Sherburne County Holding Tank Pumping Contract**

In order to receive a permit to install a holding tank, this service contract must be signed by the property owner and a Minnesota Pollution Control Agency licensed septic pumper.

The tank needs to be installed in a location where a pump truck can access it at all times and have a cleanout pipe of at least 6 inches in diameter.

**ALARM:** The alarm for the holding tank must be installed with a visual and/or audible alarm to prevent accidental overflow and must be posted in a conspicuous location in the building served or on a post near the tank protected from the weather. The alarm is connected to a float in the holding tank to activate when the tank(s) is/are around 90% full. When the alarm sounds or illuminates, the landowner must immediately call the contracted pumper to have the tank(s) pumped. Failure to pump the tank(s) could result in overflowing of harmful sewage. Annually, the landowner should press the check alarm button to make sure the alarm is working. If it is not functioning, a septic installer should be called to attend to the alarm or replace it.

**SERVICING:** The landowner is responsible for the operation and maintenance of the tank, locking device, alarm, water meter, and access to the tank as follows:

1. I (landowner) agree to file a copy of this contract with Sherburne County at the time the holding permit is issued. If there is a change to a different licensed pumper, I will have a new contract signed and submit it to the County.
2. I (landowner) agree to have the holding tank(s) serviced by the pumper and guarantee to permit the pumper access to enter the property for the purpose of servicing the holding tank(s).
3. I (landowner) agree to maintain the access road or drive so that the pumper can service the holding tank(s) with the pumping equipment.
4. I (landowner) agree to pay the pumper for all charges incurred in servicing the holding tank(s) as mutually agreed upon.
5. The pumper agrees to submit a report for the servicing of the holding tank(s) to Sherburne County. The pumper further agrees to include the following:
  - a. the name of the person or firm responsible for servicing the holding tank;
  - b. the name of the owner of the holding tank;
  - c. the dates on which the holding tank was serviced;
  - d. the volumes in gallons of the contents pumped from the holding tank(s) for each servicing;
  - e. the disposal sites to which the contents from the holding tank were delivered.

6. This agreement will remain in effect until the landowner or the pumper terminates this contract. In the event of a change in this contract, the landowner agrees to file a copy of any changes to this service contract or a copy of a new service contract with Sherburne County within ten (10) business days from the date of the change to this service contract.
  
7. If the pumper is aware that the service contract has been terminated or if the pumper has not been contacted to service the holding tank(s) and believes that the landowner is not meeting the terms of this contract, he/she agrees to immediately notify the Sherburne County Zoning office.

Landowner(s) name(s)

\_\_\_\_\_

Printed name

Home address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature

Notarized by:

Pumper's name

\_\_\_\_\_

Printed name

Pumper's company name

Pumper's address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature