

Mower County Property Transfer Compliance Requirements for Septic Systems

TRANSFER OF PROPERTY: The sale and every other method, direct or indirect, of disposing or parting with property, or with an interest therein, or with the possession thereof, absolutely or conditionally, voluntarily or involuntarily, by or without judicial proceedings, as a conveyance, sale, mortgage, gift, contract for deed, or otherwise.

4.30 Compliance Inspection Requirements for Transfer of Property

When a Transfer of Property occurs, the affected property's SSTS shall be evaluated by a State of Minnesota licensed "Inspector" or "Intermediate/Advanced Inspector" through a Compliance Inspection.

1. The seller or seller's agent shall notify a licensed Inspector or Intermediate/Advanced Inspector to request a Compliance Inspection for the purpose of property transfer prior to transfer of property. Prior to the transfer of property, the seller shall submit a completed Compliance Inspection to the Department and to the buyer/recipient of the property/title.
2. A Compliance Inspection is not required by the Department for the transfer of property if the sale or transfer involves the following circumstances:
 - a. The tract of land does not contain a building with plumbing fixtures or a privy.
 - b. A Certificate of Real Estate Value is not required to be filed with the County Auditor, as per MN Statutes Chapter 272.115.
 - c. A Contract for Deed was entered into before August 1, 2004. This exemption applies exclusively to the original vendor and vendee of said contract.
 - d. The existing permitted SSTS was installed within the past five (5) years.
 - e. A Certificate of Compliance has been issued for the existing SSTS within the past three (3) years.
3. A Contract for Deed that was entered into on or after August 1, 2004, and before February 4, 2014, (date of adoption of this ordinance) shall complete a compliance inspection when the contract is satisfied, as per the ordinance in effect at the time of property transfer. This requirement applies exclusively to the original vendor and vendee of said contract.
4. The seller shall be responsible for all costs associated with the Compliance Inspection of the existing SSTS.
5. All costs associated to upgrade, replace or repair an imminent threat to public health or safety or a failing to protect groundwater system shall be the responsibility of the seller, or as otherwise provided for in written agreement between the seller and the buyer.
6. If the compliance portion of the Certificate of Compliance cannot be completed at the time of transaction due to prohibitive weather related conditions (e.g. snow cover or frozen ground), as certified by a licensed inspector, the compliance portion of the Certificate of Compliance shall be completed by June 1 following the closing date, provided soil conditions are suitable at that time.
7. If the property in question meets the provisions of 4.30, 2, c. – e., a copy of the property owner's real estate disclosure form must be submitted to the Department verifying that the SSTS for said property is not an imminent health threat.

INSTRUCTIONS FOR COMPLETING A TRANSFER AGREEMENT

For property containing an Individual Sewage Treatment System (ISTS)

This agreement is required if the ISTS CANNOT be replaced, nor a compliance inspection performed, prior to property transfer:

- A. A compliance inspection **could not be** performed by the Seller before the date of property transfer. The Buyer and Seller shall pre-determine who shall be responsible for the upgrade/replacement of the ISTS if the compliance inspection reveals the system is failing.
- i. A failing system deemed an Imminent Threat to Public Health shall be upgraded within 10 months of the date of the Compliance Inspection, as required by law.
 - ii. A failing system deemed to be a Failure to Protect Ground Water shall be upgraded within 12 months of the date of the Compliance Inspection, as required by Ordinance.
1. **FROZEN GROUND:** a compliance inspection shall be completed by June 1 immediately following a property transfer, provided that soil conditions are suitable at that time. This customarily occurs from November 1 – April 30.
 2. **SATURATED SOILS / OTHER REASONS:** A compliance inspection shall be completed within 30 days of the property transfer. The results of that compliance inspection shall be submitted to the Mower County Environmental Services Department.
- B. A compliance inspection **completed before the date of property transfer** revealed the ISTS serving the property is failing. The Buyer and Seller shall determine who is responsible for the upgrade and report that on the attached form. See required upgrade/replacement requirements above in Section A.
- C. Seller(s) and Buyer(s) **both agree that the ISTS is failing** at transfer of property and forgo the expense of a compliance inspection; as an upgrade/replacement is expected. The Buyer and Seller shall determine who is responsible for the upgrade and report that on the attached form. Upgrade/replacement is required within 12 months of property transfer.

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1. Completely fill out top section. Include, date, property address, property legal description, buyer information, and seller information
 2. Check the item A, B, or C that applies to the ISTS on said property.
 3. **THE SELLER IS LEGALLY RESPONSIBLE AND LIABLE FOR COMPLIANCE WITH THIS ORDINANCE**
 4. An ISTS permit for upgrade/replacement should be obtained in the buyer's name.
 5. Complete section reflecting who is responsible for ISTS upgrade or replacement and its associated costs.
 6. Make sure the seller(s) and buyer(s) sign and date the agreement and have their signatures notarized.

A Transfer Agreement is not necessary if one of the following exist:

- ✓ Closing date is within five (5) years from the date of installation of a new system. Mower County will have this on-file.
- ✓ A compliance inspection has been conducted within the past three (3) years of an existing system. Mower County will have this on-file.

Any Certificate of Compliance or compliance inspection results completed after the property transfer must be submitted to Mower County Environmental Services.

**Transfer Agreements and/or results of a Compliance Inspection can be sent or faxed to:
Mower County Public Works, 1105 8th Ave. N.E., Austin, MN 55912; FAX: 507-437-7609**

**TRANSFER AGREEMENT
FOR PROPERTY CONTAINING ISTS INDIVIDUAL SEWAGE TREATMENT SYSTEM**

THIS TRANSFER AGREEMENT SHALL SPECIFY THE RESPONSIBILITIES OF THE BUYER(S) AND SELLER(S)

Date of Transfer	Parcel Number
Property Address	Abbrev. Legal
Township	Section

Seller(s)		Buyer(s)	
Name(s):		Name(s):	
Address		Address	
Phone		Phone	

A TRANSFER AGREEMENT IS NECESSARY IF: (Mark either A, B, or C: one only)

A. IF A COMPLIANCE INSPECTION CANNOT BE PERFORMED PRIOR TO PROPERTY TRANSFER:

*If A is checked:
Please select
ITEM 1 or 2
checkbox*

- ITEM 1 – If the property transfer takes place in the winter where a Compliance Inspection cannot be performed due to frozen ground conditions, the Compliance Inspection must be performed immediately following June 1st, and the results of the compliance inspection must be filed with the County Environmental Services within 30 (thirty) days after the Compliance Inspection.
- ITEM 2 – If for other reasons a Compliance Inspection cannot be performed prior to the property transfer the Seller(s) must complete a compliance inspection within 30 days of transfer. The results of the Compliance inspection must be filed with the County Environmental Services within 30 days after the Compliance Inspection.

The Seller(s) must enter into an agreement below stating who will be responsible for the improvements and financing if system fails

**B. COMPLIANCE INSPECTION RESULTS KNOWN- FAILING AT THE TIME OF PROPERTY TRANSFER
PLEASE ATTACH COPY OF COMPLIANCE INSPECTION FROM LICENSED CONTRACTOR]**

A compliance inspection has already been done and has revealed the ISTS serving the property is failing, as defined by Mower County ISTS Ordinance, septic system upgrade or replacement is required.

The Seller(s) must enter into an agreement below stating who will be responsible for the improvements and financing

A failing system deemed as an: **Imminent Threat to Public Health** shall be upgraded within 10 months of the date of the Compliance Inspection, as required by law
Failure to Protect Ground Water shall be upgraded within 12 months of the date of the Compliance Inspection, as required by Ordinance.

C. NO COMPLIANCE INSPECTION PERFORMED – SELLERS AND BUYERS KNOW/UPGRADE IS REQUIRED

If both Seller(s) and Buyer(s) agree the ISTS is failing at said property, septic upgrade or replacement is required.

The Seller(s) must enter into an agreement below stating who will be responsible for the improvements and financing

Upgrade/replacement is required within 12 months of property transfer.

PENALTY: FAILURE OF THE SELLER TO OBTAIN AN AGREEMENT WITH THE BUYER WHEN ANY OF THE ABOVE CONDITIONS EXIST SHALL RESULT IN LEGAL ACTION UNDER THE MOWER COUNTY SEWAGE TREATMENT ORDINANCE

Note: Application for ISTS permits should be obtained in the Buyer(s) name. (Check one)

The Seller(s) agrees to pay the entire cost to upgrade or replace the existing ISTS.

Seller(s) and Buyer(s) will share the cost of upgrading or replacing the failing ISTS.

** Seller(s) responsibility _____% Buyer(s) responsibility _____%
The Buyer(s) agree to pay the entire cost to upgrade or replace the failing ISTS.

(signature)

(signature)

(signature)

(signature)

STATE OF _____)
COUNTY OF _____) ss.

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____

[Notary Public Seal]

[Notary Public Seal]

Notary Public Signature

Notary Public Signature