Saint Louis County

Environmental Services Department – Onsite Wastewater Division 1-800-450-9278

Please complete both sides of this form and send it to the Environmental Services office nearest to the property address.

Duluth (218)725-5274
325 W. 1st St, Suite 300
Duluth, MN 55802

Virginia (218) 749-0625
Northland Office Center
307 First Street South
Suite 115
Virginia, MN 55792

SEPTIC SYSTEM DISCLOSURE

St. Louis County Ordinance 55 requires a compliance inspection of Subsurface Sewage Treatment Systems (SSTS) at the time of property transfer (Point of Sale) by a licensed Inspector or Designer 1. The status of the SSTS must be disclosed by the property owner(s) ("Seller") before the sale or transfer of that property to another individual(s) ("Buyer"). The following are conditions of which the Buyer needs to be aware**.**

Date of Property Transfer: _____ Parcel Code: _____

Township: _____ Property Address: _____

SSTS INFORMATION

	EXEMPT (sales not requiring a compliance inspection) To the best of my knowledge there is: ☐ no individual septic treatment system on the above described property. ☐ a Type I Toilet Waste Treatment Device (privy), which was installed with a St. Louis County permit, and to the best of my knowledge is properly located and functioning to treat waste. ☐ a Type II Toilet Waste Treatment Device (including, but not limited to, incinerator, compost, chemical, etc.). ☐ a Primitive System (non-pressurized greywater system), which was installed with a St. Louis County permit, and to the best of my knowledge is properly located and functioning to treat waste. ☐ Court action: including wills, divorce, estate settlements, etc. ☐ Government Sale to lease holder. ☐ Family transaction, e.g. children buying the family property from the parents. ☐ A change in mortgage, refinancing a Contract for Deed.
	COMPLIANT: The septic system meets all current standards. The Seller must provide the Certificate of Compliance to the Buyer. A Certificate of Compliance for a new system is valid for 5 years and for 3 years for an existing system.
	OPERATING PERMIT REQUIREMENTS: Operating permits are not transferable. A new operating permit must be issued in the name of the new owner.
	NON-CONFORMING: The septic system does not meet current standards but is functioning adequately, or no permit was on file with the Environmental Services Dept. **No upgrade or replacement is required.** However, upgrade or replacement may be required to obtain a land use permit. The Seller must provide the Certificate of Non-Conformity to the Buyer.
	DEFINITIONAL FAILURE: The septic system does not meet the current standards and **must be replaced within 2 years.** The Seller must provide the Notice of Definitional Failure, issued by this department, to the Buyer. **Buyer and Seller must complete Transfer Agreement on the back of this form and submit an application and permit fee to the Environmental Services Department. A design for the replacement system must be submitted within 60 days.**
	IMMINENT PUBLIC HEALTH THREAT: The septic system is failing to the ground surface and **immediate action is required.** The Seller must provide the Notice of Imminent Public Health Threat to the Buyer**. Buyer and Seller must complete the Transfer Agreement on the back of this form and submit it with a septic system application and permit fee to the Environmental Services Department.**

NOTE: If the system has not been inspected, or if the system is classified as a Definitional Failure or an Imminent Public Health Threat, the Buyer and Seller must complete the back of this form and submit it to the Environmental Services Department.

To the best of my knowledge this information is correct.

Seller(s)	**Buyer(s)**
Name:	**Name:**
Signature:	**Signature:**
Name:	**Name:**
Signature:	**Signature:**

TRANSFER AGREEMENT

A Transfer Agreement is necessary if:
- a Compliance Inspection cannot be performed prior to the sale or transfer
- if a Compliance Inspection reveals that SSTS is failing by definition
- the SSTS is an Imminent Public Health Threat

This Transfer Agreement shall specify the responsibilities of the Buyer(s) and Seller(s).

Date of Transfer _____ Property Parcel Code: _____

Property Address: _____ Township: _____

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

If a Compliance Inspection *CANNOT* be performed *PRIOR* to property transfer

1. If the sale or transfer takes place in the winter when a Compliance Inspection cannot be performed due to frozen ground conditions, the Compliance Inspection must be performed by the immediately following June 1st, and the Seller(s) must provide **the results of the Compliance Inspection to the Buyer(s) and the St. Louis County Department of Environmental Services, Onsite Wastewater Division, within 30 (thirty) days after the Compliance Inspection.**

2. If, at any time, a Compliance Inspection cannot be performed prior to the property transfer, the Seller(s) must submit a **Transfer Agreement** as noted in St. Louis County Ordinance 55, Sections 5.04 and 6.04, C6**. The results of the Compliance Inspection must be submitted to the St. Louis County Department of Environmental Services, Onsite Wastewater Division, within 30 (thirty) days after the transfer.**

►***If someone other than the seller has agreed to take responsibility for the compliance inspection, please indicate the responsible party. Name*** _____ ***Signature*** _____

Phone Number: _____ ***Mailing Address:*** _____

Definitional Failure or Imminent Threat to Public Health

If the Compliance Inspection reveals the SSTS serving the property is failing, as defined by St. Louis County Ordinance 55, Sec. 4.22, septic system upgrade or replacement is required. **The design for a replacement system must be submitted within 60 days of notification or the following June 1st depending on frozen ground conditions.** The Seller(s) and Buyer(s) must agree on who will be responsible for the improvements and financing of the improvements.

Note: Applications for SSTS permits should be in the buyer's name.

☐	The Seller(s) agrees to pay the entire cost to upgrade or replace the existing SSTS.
☐	Share the cost of upgrading or replacing the failing SSTS. Seller(s) responsibility _____ Buyer(s) responsibility _____
☐	The Buyer agrees to pay the entire cost to upgrade or replace the failing SSTS.

Seller(s) signatures _____ Buyer(s) signatures _____

_____ _____

Date _____ Date _____ ***(2-2009)***