

BOARD OF COUNTY COMMISSIONERS  
WRIGHT COUNTY, MINNESOTA

ORDINANCE NO. 11-02

WRIGHT COUNTY  
POINT OF SALE SEPTIC SYSTEM  
CERTIFICATION ORDINANCE

(See Attached)

STATE OF MINNESOTA)

ss.

County of Wright )

I, Richard Norman, duly appointed, qualified, and acting Clerk to the County Board for the County of Wright, State of Minnesota, do certify that the attached amendments were adopted by the Board of Commissioners, Wright County, Minnesota, at their session held on the 9th day of August, 2011, now on file in my office, and have found the same to be a true and correct copy thereof.

Witness my hand and official seal at Buffalo, Minnesota, this 9th day of August, 2011.



  
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County Coordinator

**THE COUNTY BOARD OF WRIGHT COUNTY HEREBY ORDAINS:**

**Wright County Point of Sale  
Septic System Certification Ordinance**

**Section 1.00 –Title**

This Ordinance shall be known, cited and referred to as the Wright County Point of Sale Septic System Certification Ordinance (hereinafter WCPOS).

**Section 2.00-- Intent and Purpose**

This Ordinance is enacted under the general powers delegated to Counties by the State of Minnesota, and pursuant to Minn. Stat. Chapters 103F., 103G., 115, 116, and all enabling State Rules based thereon. It is the intent and purpose of this Ordinance to:

- (1) Regulate on-site Subsurface Sewage Treatment Systems (hereinafter septic systems) throughout Wright County;
- (2) Assure septic systems are regularly up-graded to meet with the minimum State, County and Local Governing Unit (hereinafter LGU) treatment standards, and thereby to protect the public health, safety, comfort, convenience and general welfare of the Wright County Community; and,
- (3) To conserve the quality of the natural environment.

**Section 3.00—Definitions**

**(1) Buyer -**

A person, group of persons, corporation, or other entity obtaining property from a seller by Warranty Deed, Quit Claim Deed, Probate Deed, Contract for Deed, Trustee Deed or through an equivalent instrument of conveyance. The Buyer may also be referred to as the Grantee.

**(2) Certificate of Compliance (existing systems) -**

A document properly executed on a State of Minnesota prepared form by an authorized sewer inspector, indicating that the septic system is compliant with current standards. The Certificate of Compliance shall be valid for a period of three years. During that three year time, no new Certificate of Compliance need be obtained by any buyer or seller unless there is evidence of non-compliance. Any changes in the three year time line, as made by State Statute or State Rule, are incorporated by reference herewith.

**(3) Certificate of Compliance (new construction or replacement) -**

A Wright County form or a form used by a municipality located in Wright County which is executed by an authorized sewer inspector. This is typically a final inspection form and it shall indicate that the septic system is compliant with current standards by passing the final installation inspection. It shall be used for situations involving a new sewer on a new building site, or a new sewer on a pre-existing site. Said certification is valid for a period of five years. During that five year time, no new Certificate of Compliance need be obtained by any buyer or seller unless there is evidence of non-compliance. Any changes in the five year time line, as made by State Statute or State Rule, are incorporated by reference herewith.

**(4) Closing -**

The final transaction or meeting between the buyer and the seller, whereby the conveyancing documents are concluded and the money and property transfer.

**(5) Environmental Health Office -**

The Wright County Office or Environmental Health Inspectors charged with the responsibility for administering septic system rules, ordinances and standards.

**(6) Local Governing Unit (LGU) -**

Local governmental unit or "LGU" means Wright County or all cities, or towns lying in whole or in part within Wright County that are recognized by the State of Minnesota to enforce the regulations, statutes, and rules pertaining to subsurface sewage treatment systems.

**(7) Notice of Noncompliance -**

A document properly executed on a State of Minnesota prepared form by an authorized sewer inspector, indicating that the septic system is not in compliance with current standards.

**(8) Point of Sale Form -**

A document properly executed on a form and entitled "Wright County Point of Sale Septic System Certificate," which has been approved for use by the Wright County Environmental Health Office. The Point of Sale form is further defined to include the Wright County prepared Escrow Summary form when applicable.

**(9) Seller -**

A person, group of persons, corporation, or other entity conveying property to a buyer by Warranty Deed, Quit Claim Deed, Probate Deed, Contract for Deed, Trustee Deed or by an equivalent instrument of conveyance. The Seller may also be referred to as the Grantor.

**(10) Transfer -**

Means to convey a parcel of real property from a seller to a buyer by Warranty Deed, Quit Claim Deed, Probate Deed, Contract for Deed, Trustee Deed or other equivalent instrument of conveyance.

## **Section 4.00--Wright County Point of Sale Form for Septic Certification**

Subd. 1. **Point of Sale Form.** No owner of real property shall enter into a contract for deed, sell, or transfer to another party said property unless the following requirements are met:

- (a) The seller shall complete a Wright County Point of Sale Form. The Point of Sale Form shall be signed by both the seller (grantor) and buyer (grantee) to the transaction. The seller shall provide the buyer with a copy of the form, along with the Escrow Summary form or Certificate of Compliance, when applicable. The seller shall file the Point of Sale Form and any attachments with the Wright County Auditor at the time of recording the transfer.
- (b) The seller shall attach to the Point of Sale Form an unexpired Certificate of Compliance for existing systems, or an unexpired Certificate of Compliance for new construction or replacement, for all septic systems on the property, unless an exemption in Section 4.01 or Section 4.02 applies.

Subd. 2. **Certificate of Compliance.** A Certificate of Compliance is valid through the expiration date stated on the certificate of compliance or by the application of Minnesota Statutes and Minnesota Rules which govern the use and installation of Subsurface Sewage Treatment Systems.

## **Section 4.01 - Exempt Transactions**

A new Certificate of Compliance, as required under section 4.00, does not need to be obtained and filed with the Point of Sale Form if the closing and property transfer involves at least one of the following circumstances:

- (1) The property is vacant, or all septic systems on the property have been properly abandoned pursuant to Minnesota State Law.
- (2) A Certificate of Real Estate Value is not required to be filed with the County Auditor, as provided under Minnesota Statute, section 272.115.
- (3) The transaction is exempt from the imposition of tax pursuant to Minnesota Statutes, section 287.22, subparts (6), (10), (11), (12), (13), (14), and (15). References to this exemption may be omitted or listed separately on the point of sale form.
- (4) All dwellings and other buildings with plumbing fixtures that are connected to a municipal wastewater treatment system.
- (5) The transfer is due to a tax forfeiture. The exemption of this paragraph applies to the transfer of the property from the tax debtor to the taxing entity. The exemption may be omitted from the Point of Sale form.

- (6) The sale or transfer completes a contract for deed.
- (7) A valid Certificate of Compliance (existing systems) or Certificate of Compliance (new construction or replacement) is on file with an LGU. This exemption requires the following conditions to be met:
  - (a) The existing Certificate of Compliance must be on file with the LGU.
  - (b) The LGU must verify the validity of the existing Certificate of Compliance pursuant to the applicable Minnesota Statutes and Rules which govern the regulation and inspection of subsurface sewage treatment systems prior to the closing and property transfer.
  - (c) The LGU must sign the Point of Sale Form and certify the “valid thru” or expiration date for the Certificate of Compliance on the Point of Sale Form.
  - (d) The closing and property transfer must occur prior to the certified “valid thru” or expiration date.

#### **Section 4.02 - Closing or Property Transfer Without the Required Certificate of Compliance**

If the compliance status is unknown or the existing septic system is non-compliant, and the seller has not brought the system into compliance prior to the closing or property transfer, the closing or property transfer may be allowed upon approval by the Wright County Environmental Health Office, and by establishing an escrow account pursuant to Section 5.00. The compliance inspection, upgrade, or replacement shall take place on the schedule provided in the approved escrow agreement. The buyer shall be responsible for ensuring that the septic system is brought into compliance pursuant to the escrow agreement when a closing or property transfer occurs pursuant to this section.

#### **Section 5.00 - Escrow Accounts Standard for Non Compliant Septic Systems**

In situations where Section 4.02 above applies, an escrow agreement is required to be established and approved by the Wright County Environmental Health Office prior to closing or property transfer. The parties to the transfer or closing as well as the escrow agent are responsible for ensuring that the escrow agreement complies with this ordinance. The approval from the Wright County Environmental Health Office shall be limited to ensuring that the escrow agreement meets the standards outlined in this section. The Wright County Environmental Health Office shall not provide or publish a sample escrow agreement. The escrow agreement shall at minimum include the following terms and conditions:

- (A) The agreement shall recite the cash amount, irrevocable letter of credit amount, or similar liquid negotiable instrument amount that is being escrowed. The amount to be escrowed shall at a minimum be at least 1.5 times a reasonably calculated bid to meet all septic system inspection, upgrade or replacement costs. The Wright County Environmental Health Officer shall have the discretion to determine whether or not the amount to be escrowed is reasonably adequate.
- (B) The agreement shall specify a date by which time a Certificate of Compliance must be obtained, but in no case may the date exceed nine months from the date of closing or property transfer.
- (C) The agreement shall clearly identify the person acting as the escrow agent, the company acting as the escrow holder, including the person's and institution's full name, address and phone number.
- (D) The agreement must identify the banking institution where the funds will be held.
- (E) The escrow agreement shall specify that funds can only be released by the escrow agent upon the written approval of the Wright County Environmental Health Office. The Wright County Environmental Health Office can only authorize the release of funds when the property is fully compliant with the terms of this ordinance, and a certificate of compliance had been filed with the Wright County Environmental Health Office.
- (F) The agreement shall specify who is supplying or arranging for the escrow money or escrow surety instrument.
- (G) The agreement shall be signed by the seller, the buyer, and the escrow agent and dated.
- (H) Prior to the approval of any escrow agreement, the Wright County Environmental Health Office may require that the buyer or seller obtain and attach a copy of a septic system permit.

#### **Section 6.00 - Prohibition Against Transfer of Property; Enforcement**

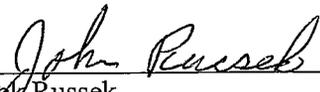
- (1) No real property in Wright County shall be transferred unless the buyer (grantee) and seller (grantor) to the transaction have complied with the requirements of this Ordinance.
- (2) Any person, firm, corporation, or other entity that violates, or assists in violating, any of the provisions of this Ordinance or who makes any false statement on the Point of Sale Form or any attached document under this Ordinance, shall be guilty of a misdemeanor.
- (3) Any person, firm, corporation or other entity that violates the terms of an approved escrow agreement as provided in section 5.00 shall be guilty of a misdemeanor.
- (4) In the event of a violation of this Ordinance, in addition to other remedies, the County

Attorney may institute appropriate actions or proceedings to prevent, enjoin, restrain, correct or abate such violations.

**Section 7.00 - Effective Date**

This Ordinance amends and replaces, in its entirety, the Wright County "Point of Sale Certification Ordinance For On-Site Septic Systems" adopted on March 14, 1995. This ordinance is effective the day following final adoption.

Adopted by Wright County Board of Commissioners this 9th day of August, 2011.

  
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Jack Russek  
Chairperson, County Board

  
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Richard W. Norman  
County Coordinator