

**ATTENTION: Buyers and owners of a property served by an
Advanced Wastewater Treatment System (AWWTS)**

**** TO AVOID SEWAGE BACKUPS****

Prior to using the wastewater system, contact the service provider to ensure that regular maintenance is completed. Many of the systems require remote monitoring, the provider will tell you how to provide this capability.

Who to contact:

- AdvanTex: Anchorage Tank at 907-343-3704
- Quanics Aerocell: Garness Engineering at 907-337-6179
- Biocycle: Biocycle Alaska at 907-274-0314
- BioBarrier: Tim Ecklund at 907-250-0100
- Intermittent Dosing Sand Filter (IDSF): contact MOA onsite 907.343.7904

Please complete the attached document, Advanced Wastewater Treatment System Maintenance and Repair Agreement. When signing this document, you acknowledge that you are required to provide regular maintenance for your AWWTS.

**MUNICIPALITY OF ANCHORAGE
ADVANCED WASTEWATER TREATMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

THIS MAINTENANCE AND REPAIR AGREEMENT, herein the "AGREEMENT" made and entered into as of this _____ Day of _____ of 20____, by and between _____, herein the "OWNER," and the Municipality of Anchorage, herein the "MUNICIPALITY", in accordance with Anchorage Municipal Code (AMC) 15.65.365. In consideration of the mutual covenants contained herein, the parties to this Agreement agree as follows:

1. **Advanced Wastewater Treatment Systems.** The Municipality grants permission to the Owner to utilize and operate an Advanced Wastewater Treatment System (AWWTS), described as _____ located at (legal description) _____

2. **Maintenance, Repairs and Alterations.**

(Owner is required to read, understand and initial each section)

_____ Throughout the term of this Agreement, the Owner shall enter into a service agreement with an AWWTS service and maintenance provider approved by the Municipality or the manufacturer's representative. The AWWTS shall be maintained in a satisfactory condition capable of performing as designed and producing treated septic effluent in accordance with the equipment's approval for operation in the Municipality.

_____ It shall be the responsibility of the Owner during the term of this Agreement to pay for all repair(s), maintenance, adjustment(s), replacement costs, and inspection costs. This includes an annual maintenance fee (typically \$400 to \$600).

_____ Owner agrees that only maintenance and repair personnel approved by the Municipality or the manufacturer's representative will inspect and make any necessary maintenance, repairs or permitted alterations to the system.

_____ Owner acknowledges that regular maintenance of an AWWTS reduces the potential failure of the system, which could include sewage backup and costly repairs or drainfield replacement.

- ____ Owner acknowledges that the Municipality may request records of maintenance and repairs from the manufacturer's representative or maintenance provider.
- ____ Owner acknowledges that the fine for failing to maintain and repair an AWWTS may be assessed in accordance with AMC 14.60.030.
- ____ Owner agrees to grant the Municipality reasonable access to test and inspect the AWWTS. The Municipality will give at least 24-hour notice.
- ____ Owner agrees that any sale or transfer of title of the property will not occur without a new Certificate of On-Site Systems Approval.
- ____ Owner agrees that the AWWTS installation and maintenance requirements as provided by the AWWTS vendor/installer and approved by the Municipality are the governing guidelines for the construction, maintenance and repair of the Owner's AWWTS.
- ____ Owner agrees to maintain remote monitoring of the AWWTS as required by the AWWTS approval.
3. **Term.** The term of this Agreement shall begin on the date of approval by the Municipality to operate the installed system, or upon transfer of title, and shall continue while the AWWTS is operational or until title is transferred.
4. **Nonwaiver.** The failure of the Municipality at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provisions, nor in any way affect the validity of the Agreement or any part hereof, or the right of the Municipality thereafter to enforce every provision hereof.
5. **Amendment.** This Agreement shall only be amended by authorized representatives of the Owner and Municipality. Any attempt to amend this agreement by either an unauthorized representative or unauthorized means shall be void.
6. **Jurisdiction: Choice of Law.** Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.
7. **Severability.** Any provisions of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

OWNER:

By: _____ (signature) Date: _____

_____ (print name)

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

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

NOTARY PUBLIC FOR ALASKA
My Commission expires: _____

MUNICIPALITY:

By: _____(signature) Date: _____

_____ (print name) Title: _____