## 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:

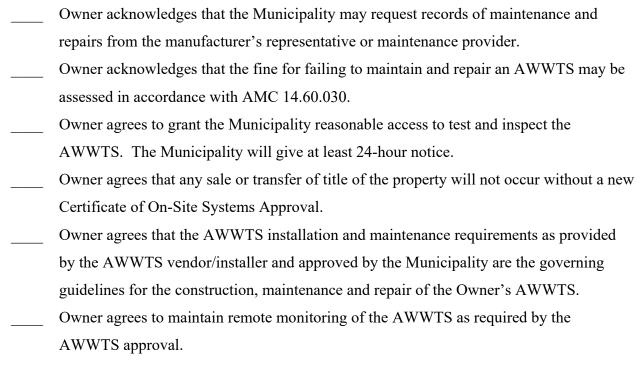
- AdvanTex: Anchorage Tank at 907-343-3704
- Quanics Aerocell: Garness Engineering at 907-337-6179
- Biocycle: Biocycle Alaska at 907-274-0314
- BioBarrier: Tim Ecklund at 907-250-0100
- Intermittent Dosing Sand Filter (IDSF): contact MOA onsite 907.343.7904

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

11112	MAINTENANCE.	AND REPAIR AG	REEMEN I, nerein the	"AGREEMEN I" made and	
entere	ed into as of this	Day of	of 20	_, by and between	
		nd the Municipality of			
Ancho	orage, herein the "M	MUNICIPALITY",	in accordance with And	chorage Municipal Code	
(AMC	C) 15.65.365. In con	nsideration of the m	nutual covenants contai	ned herein, the parties to this	
Agree	ement agree as follo	ws:			
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, Re	epairs and Alterati	ons.		
(O	Owner is required to	read, understand ar	nd initial each section)		
	Throughout the te	erm of this Agreeme	ent, the Owner shall ent	ter into a service agreement	
	with an AWWTS service and maintenance provider approved by the Municipality or the				
	manufacturer's re	presentative. The A	AWWTS shall be maint	tained in a satisfactory	
	condition capable	of performing as d	esigned and producing	treated septic effluent in	
	accordance with the	he equipment's app	proval for operation in t	he Municipality.	
	It shall be the resp	onsibility of the O	wner during the term of	f this Agreement to pay for a	
	repair(s), mainten	ance, adjustment(s)	, replacement costs, an	d inspection costs. This	
	includes an annua	l maintenance fee (	typically \$400 to \$600)	).	
	Owner agrees that	t only maintenance	and repair personnel ap	oproved by the Municipality	
	or the manufactur	er's representative	will inspect and make a	any necessary maintenance,	
	repairs or permitte	ed alterations to the	system.		
	Owner acknowled	lges that regular ma	intenance of an AWW	TS reduces the potential	
	failure of the syste	em, which could in	clude sewage backup a	nd costly repairs or drainfield	
	replacement.				

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- 3. <u>Term.</u> 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. <u>Amendment</u>. 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. <u>Jurisdiction: Choice of Law.</u> 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. <u>Severability</u>. Any provisions of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

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OWNER:		
By:	(signature)	Date:
	(print name)	
STATE OF ALASKA	) ) ss.	
THIRD JUDICIAL DISTRICT	,	
The foregoing instrument was a 20, by	R ALASKA	this day of
MUNICIPALITY:		
By:	(signature)	Date:
	(print name)	Title:

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