

**ADVANCED WASTEWATER TREATMENT SYSTEM MAINTENANCE AND
REPAIR AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN MUNICIPALITY OF ANCHORAGE
AND _____**

THIS MEMORANDUM OF UNDERSTANDING 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 consideration of the mutual covenants contained herein, the parties to this Memorandum of Understanding agree as follows:

1. **ADVANCED WASTEWATER TREATMENT SYSTEMS.** Municipality grants permission to Owner to utilize and operate an Advanced Wastewater Treatment System (AWWTS), described as _____ located at _____, Anchorage, Alaska.
2. **Definitions.**
 - A. **Alteration.** Any change to the design or function of an AWWTS that includes the installation or removal of any parts, components or pieces not included in the original construction permit and design. Prior to performing any alterations to an AWWTS the owner must obtain a Wastewater Disposal System Construction Permit from the Municipality pursuant to Anchorage Municipal Code (hereinafter, “AMC”) 15.65.
 - B. **Certificate of On-Site Systems Approval.** An approval by the Municipality of existing water and wastewater disposal systems given at the time of property sale and title transfer in accordance with AMC 15.65.

These approvals certify that the systems are adequate for the homes that they support and meet the codes that were in place at the time of system construction.

C. **Damage.** Any man-made or natural change in a system that would inhibit the system from performing as designed.

D. **Maintenance and Repair.** The scheduled and as needed replacement of existing parts, components and pieces of an AWWTS that were included in the original design which would allow the AWWTS to continue to perform as designed.

E. **Permit (Construction)** An On-Site Wastewater Disposal System Construction Permit as defined by AMC 15.65.

F. **Permit (Operating)** An Advanced Wastewater Treatment System Operating Permit. An annual permit, issued by the Municipality, that allows the Owner to operate an AWWTS, upon meeting all the requirements of this agreement, the conditions of Operating Permit, the requirements of the On-Site Wastewater System Construction Permit and all relevant provisions of AMC 15.65

3. **Fee.** Owner shall pay to Municipality an annual fee of _____ (\$____.00), payable on or before the issuance of the operating permit and annually thereafter. The annual fee is due on or before the anniversary date of the approval by the Municipality of installed system.

4. **Term.** The term of this Memorandum of Understanding shall be for the life of the AWWTS.

The term begins on the date of approval by the Municipality of the installed system and shall continue while the AWWTS system is in use or operational or until the property is sold or title is transferred by owner and a new certificate of On-Site approval is issued to the new owner or transferee of the property.

5. **Alterations, Installation and Removal of Additional Equipment.** Owner agrees not to make any alterations, removal of parts or additions to the AWWTS without a Construction Permit from the Municipality.

6. **Maintenance and Repairs.**

A. Throughout the term of this Memorandum of Understanding, the Owner shall maintain AWWTS in good repair. In addition, it shall be the responsibility of the Owner during the term of this Memorandum of Understanding, and any extensions or renewals thereof, at the owner's sole expense, to pay for any and all: (1) repair(s), (2) maintenance, (3) adjustment(s), (4) replacement costs, and (5) inspection costs.

Further, Owner agrees to comply will all applicable ordinance, laws, regulations, rules and orders for the AWWTS.

B. Owner agrees to provide the Municipality a written schedule of routine maintenance and repairs which have been performed on the system pursuant to the terms and conditions contained in the Owner's AWWTS Operating Permit. This schedule shall be submitted to the Municipality annually upon the renewal of the permit. The schedule of maintenance and repair contained in the Owner's AWWTS Operating Permit is: _____.

C. Owner acknowledges that the fine schedule for failing to maintain and repair an AWWTS are codified in AMC 14.60.

D. Owner agrees that only maintenance, repair personnel certified by the Municipality will inspect and make any necessary maintenance, repairs or permitted alterations to the system.

E. Owner agrees to grant the Municipality reasonable access to test and inspect the AWWTS upon 24 hours written notice.

F. Owner agrees that any sale or transfer of title of the property will not occur without a new Certificate of On-Site Systems Approval.

G. Owner agrees that the relevant provisions of the standard specification guidebook for AWWTS is the governing professional guidelines for the construction, maintenance and repair of the Owner's AWWTS.

7. **Nonwaiver**. The failure of either party at any time to enforce a provision of this Memorandum of Understanding shall in no way constitute a waiver of the provisions, nor in any way effect the validity of the Memorandum of Understanding or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

8. **Amendment**.

A. This Memorandum of Understanding shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties, with the same formality of this Memorandum of Understanding was executed and such writing shall be attached to this Memorandum of Understanding as an amendment.

B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Owner: _____

Anchorage: Purchasing Officer

C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

9. **Jurisdiction: Choice of Law.** Any civil action arising from this Memorandum of Understanding 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 Memorandum of Understanding.

10. **Severability.** Any provisions of this Memorandum of Understanding decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Memorandum of Understanding.

OWNER:

MUNICIPALITY:

By: _____

By: _____

Title: _____

Date: _____

Date: _____

STATE OF ALASKA

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) ss.

THIRD JUDICIAL DISTRICT

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The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____, the _____ of _____, on behalf of the Municipality of Anchorage.

NOTARY PUBLIC FOR ALASKA
My Commission expires: _____