

CITY & BOROUGH OF JUNEAU
(CBJ)

OWTDS OWNER'S AGREEMENT
For CBJ Provided Pumping and Inspection Services
of Privately Owned
Onsite Wastewater Treatment & Disposal Systems (OWTDS)

Property Owner's Name: _____
Physical Address: _____
Mailing Address: _____
Phone: _____
Date: _____

CBJ Contact Information: General Engineering Division 907-586-0499
OWTDS Regulations are found at 03 CBJAC 41 and 06 CBJAC 01.

This agreement addresses the maintenance/operation responsibilities of the owner of a private OWTDS, and the CBJ responsibility to provide tank pumping and inspection services for the OWTDS. For the purpose of this agreement, the term Owner, Customer, and Dwelling Resident(s) shall be the same individual.

1) The Owner agrees to pay to the CBJ a monthly fee for OWTDS pumping and inspection services as required under 03 CBJAC 41. The fee shall be as set forth in O3 CBJAC 41.060 Service Fees, and shall be set to collect actual cost to the CBJ for providing the services.

a. Owner's General Responsibility for Maintenance and Repairs. The Owner shall be responsible for all costs associated with operating, maintaining, and repairing all components of their OWTDS. The Owner shall ensure that all dwelling resident(s) use and operate the system in a responsible manner and in conformance with the treatment plant manufacturer's guidelines for operation. In the event of a system backup or failure, the Owner shall contact a local plumbing service provider, and not CBJ, for system repairs. The Owner understands and agrees to be fully responsible for all costs incurred for repair, maintenance, and operation of the system to ensure proper sewage treatment and so as to benefit from any applicable manufacturers' warranties.

b. Owner's Responsibility for Repairs Identified in a CBJ Inspection Report. The Owner shall make any repairs or corrections noted in CBJ's inspection and deficiency report. The Owner agrees to submit to the CBJ Chief Regulatory Engineer, within 30 days of receiving the report, a proposed corrective action plan and contract for services showing how the system will be brought into compliance. The Owner agrees to a good faith effort to complete all corrective actions within 120 days of the approval of the corrective action plan by the Chief Regulatory Engineer. The Owner will contact the CBJ General Engineering Division/Building Division for a re-inspection to verify system repairs, and will provide documentation of the completed system repairs.

c. Electrical Supply. The Owner agrees to provide a continuous electrical supply to those system components that require electricity to function. It is understood that failure to provide power for aeration motors and disinfection light system will result in accelerated failure of the drainfield and the need for its early replacement.

d. Access for CBJ Personnel and CBJ Contractors. The Owner agrees to provide clear, unobstructed physical access, at no charge, to the OWTDS so that CBJ, or its contractors, may perform the services outlined in this contract or to correct imminent threats to public health if the Owner fails to comply with required system repairs. The Owner shall provide an access route of sufficient width and grade to accommodate a sewer pumping truck. The Owner also agrees not to bury or obstruct treatment plant lids, and

access ports.

e. Plans Provided to CBJ. The Owner agrees to provide the CBJ General Engineering Division/Building Division with a copy of the following:

- I. OWTDS design plans prior to system construction,
- II. Any special maintenance schedules or manufacturer's plant data needed for annual inspections,
- III. The Alaska Department of Environmental Conservation (ADEC) final approval for the OWTDS prior to dwelling occupancy.

f. Acknowledgement of Fines and Penalties. The Owner acknowledges that if they should fail to make the required repairs, or fail to submit an action plan satisfactory to the Chief Regulatory Engineer within the required time frame, that the Owner may be subject to a fine of \$100 which will be added to their utility bill. If the Owner continues to fail to make the repairs or submit the plan, they may be subject to an increased fine of \$200, and/or water service shutoff. These penalties are as outlined in 03 CBJAC 41.070.

g. Sale of Property. The Owner agrees that if the property is sold, the current Owner shall disclose to the buyer the requirement that any new owner is required to sign a new Owner's Agreement with the CBJ within 30 days for property transfer.

2. The City and Borough of Juneau, General Engineering Division/Building Division, agrees to provide the Owner with the following services:

a. Annual Inspection and Report. The CBJ, or its contractor, will inspect the OWTDS annually, prepare reports of each inspection, and keep ongoing system records files. A copy of the inspection report will be mailed to the Owner and ADEC within 60 days of the field inspection.

b. Contents of Report. The report will notify the Owner of any observed system failures, deficiencies, corrections, or repairs required to ensure a properly functioning OWTDS.

c. Customer Responsible for Repairs. When system repairs are needed, the owner is responsible for hiring a qualified contractor to make the required repairs to the system. In the event a qualified contractor is not available to do the work within a reasonable time, the Owner may request the CBJ Public Works Department to execute the work on a time-and-materials actual cost contract payable by the Owner. The Public Works Department will schedule the repairs into the department's existing maintenance work schedule, and respond as soon as practicable.

d. Tanks Pumped Every Two Years. The CBJ will have a contractor pump the Owners treatment tank once every two years. The CBJ will attempt to provide the Owner with least 30 days advance written notice of when the contractor is scheduled to complete the work. The pumping contractor will do a tank inspection at this time. Should your treatment tank require pumping at intervals less than every two years, the property owner will be responsible for arranging and paying for the additional service.

e. Educational Materials Provided. The CBJ will develop a WEB page outlining best management practices for the use and operation of OWTDS as well as provide educational mail-outs for OWTDS Owners. The intent of the educational efforts is to emphasis system use practices which optimize the treatment performance, promote system longevity, and minimize long-term operational and maintenance costs for the system.

f. Billing Procedure. The CBJ will bill the Owner monthly as part of the CBJ Water & Waste Management Utility bill.

g. Other Specifications or Conditions:

Signatures:

_____ Date: _____
Owner

_____ Date: _____
Owner