

CITY & BOROUGH OF JUNEAU
(CBJ)

OWTDS OWNER'S AGREEMENT
For Manufacturer's Certified Representative (MCR) to provide
Pumping and Inspection Services of Privately Owned
Onsite Wastewater Treatment & Disposal Systems (OWTDS)

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

Manufacturer's Certified Representative: _____
Mailing Address: _____
Phone: _____

CBJ Contact Information: General Engineering 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 Manufacturer's Certified Representative for 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 contract with a Manufacturer's Certified Representative in lieu of a CBJ monthly fee for OWTDS pumping and inspection services as required under 03 CBJAC 41.

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 MCR Inspection Report. The Owner shall make any repairs or corrections noted in MCR's inspection and deficiency report. The Owner agrees to submit to the General Engineer Division, 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 Permit Center, General Engineering Division and provide documentation by the MCR verifying system repairs and the system is operating per Manufacturer's Specifications..

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 Manufacturer's Certified Representative. The Owner agrees to provide clear, unobstructed physical access, at no charge, to the OWTDS so that CBJ, may randomly inspect for compliance to this agreement and the MCR perform duties that comply with the Manufacturer's Recommendation. The Owner shall provide an access route of sufficient width and grade to accommodate

a sewer pump 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.
- IV. A complete as built of 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 Owner, agrees to contract with the MCR to provide the CBJ with the following services and reports:

a. Annual Inspection and Report. The Manufacturer's Certified Representative at a minimum shall 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 CBJ and ADEC within 30 days of the field inspection.

b. Contents of Report. The report will notify the CBJ 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 insuring that the Manufacturer's Certified Representative makes the required repairs to the system in a timely manner.. Should the system require repair that the owner does not want the MCR to perform, a detailed report outlining the repairs needed shall be mailed to the CBJ and ADEC by the MCR within 30 days of notification to the owner of the needed repairs.

d. Tanks Pumped as Recommended by the Manufacturer. The owner will have the MCR pump the treatment tank as recommended in the schedule of maintenance provided by the Manufacturer. In addition the MCR will do a tank inspection at this time. Should the 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 owner will be responsible for all fees required by the Manufacturer's Certified Representative.

g. Other Specifications or Conditions: The owner shall provide written notification from the OWTDS Manufacturer that

is a Certified Representative, knowledgeable as to the inspection and maintenance required by the Manufacturer for proper operation of the OWTDS.

Signatures:

_____ Date: _____
Owner

_____ Date: _____
Owner

_____ Date: _____
Manufacturer's Certified Representative