



## FUEL HOLDING TANK ASSISTANCE APPLICATION FORM

NSB Housing Department (907) 852-0203

[HousingDevelopment@north-slope.org](mailto:HousingDevelopment@north-slope.org)

Date Received \_\_\_\_\_ Application# \_\_\_\_\_

Reviewed By \_\_\_\_\_ Date \_\_\_\_\_

Department Approval \_\_\_\_\_ Date \_\_\_\_\_

**Program Information:** Assistance is a one-time award for one approved fuel holding tank for an eligible residence and may, if necessary, include construction of a new tank platform. If approved, the program may include the purchase of the approved tank, delivery, professional installation, contractor disconnection, draining, and removal of the existing tank, and construction of a new tank platform (only if the existing platform is determined to be unsafe, unsuitable, or inadequate for installation). The homeowner is responsible for arranging and for final disposal of the old tank unless otherwise stated in writing by NSB Housing.

<b>Today's Date:</b>		<b>Is this property homeowner-occupied?</b>	<b>YES</b>	<b>NO</b>
<b>Homeowner's Name:</b>		<b>Homeowner Date of Birth:</b>		
<b>Mailing Address of Homeowner:</b>		<b>Homeowner Phone #</b>		
<b>Physical Address for the Tank:</b>		<b>Phone # where tank will be:</b>		
<b>List the names of all occupants in the home where the tank will be installed:</b>				

Applicants must:

- 1) Be a resident of the NSB.
- 2) Be the owner of the property listed above.
- 3) Not be receiving similar assistance for this purpose.
- 4) Provide photos of the current tank.

Priority Criteria, must attach supporting documentation

- 1) Severely dilapidated or unsafe tank
- 2) Elder (over 60)
- 3) Children (under 6 years of age)
- 4) Disability
- 5) Unemployed

By signing this application, I acknowledge and agree to the following:

I understand that submission of an application does not guarantee assistance. Applications are subject to eligibility review, availability of funding, and program prioritization criteria.

I am responsible for preparing the property and work area for fuel holding tank replacement. This includes clearing the area around the existing tank and any access route needed for the work, and removing vehicles, equipment, snow, debris, personal property, and other obstructions that may interfere with safe access or installation.

I am responsible for securing pets and for keeping children, household members, and visitors away from the work area before, during, and after construction activities as needed for safety.

I am responsible for maintaining safe access to the property and helping ensure that the work site remains reasonably safe during construction and after work hours to the extent within my control.

I understand that the contractor will disconnect, drain, and remove the existing tank as authorized by the program, but I remain responsible for arranging final disposal of the old tank unless otherwise stated in writing by NSB Housing.

I understand that after installation is completed, ownership, control, responsibility for maintenance, and liability related to the replacement tank and any associated platform transfer to the homeowner unless otherwise stated in writing by NSB Housing.

I understand that, if approved, I may also be required to sign a Release of Liability before installation or award completion.

\_\_\_\_\_  
Homeowner Printed Name

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date



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### Release of Liability and Transfer of Ownership

This Release of Liability (“Release”) is entered into by the undersigned Homeowner (“Homeowner”) as a condition of participating in the NSB Fuel Holding Tank Program (“Program”), administered by the North Slope Borough Housing Department (“NSB Housing”).

**1. Program Description:** The North Slope Borough Fuel Holding Tank Assistance Program provides a one-time award for one approved replacement fuel holding tank (and a new platform if necessary) for an eligible residence, subject to program requirements and available funding. If approved, the North Slope Borough may arrange for purchase, delivery, and professional installation of the replacement tank by an approved contractor. NOTE: a new platform may be constructed only when the existing platform is determined to be unsafe, unsuitable, or inadequate for installation, based on the condition of the existing platform, site conditions, and safety requirements.

As part of the installation process, the approved contractor may disconnect, drain, and remove the homeowner’s existing fuel tank as authorized by the program. Unless otherwise stated in writing by NSB Housing, the homeowner is solely responsible for arranging and paying for final disposal of the old tank.

The North Slope Borough does not guarantee future maintenance, repair, replacement, monitoring, or servicing of the replacement tank after installation is complete.

**2. Acknowledgment of Risks:** The Homeowner understands and acknowledges that fuel tank and platform removal and installation involves construction work that carries inherent risks, including but not limited to property damage, personal injury, or environmental spills. The Homeowner acknowledges that NSB Housing does not warrant the workmanship of the contractor.

**3. Release and Hold Harmless:** In consideration for participation in the Fuel Holding Tank Assistance Program, the homeowner knowingly and voluntarily releases, waives, and discharges the North Slope Borough, its officers, employees, agents, representatives, and contractors from any and all claims, demands, damages, losses, causes of action, liabilities, or expenses arising out of or relating to the delivery, installation, removal work, use, condition, maintenance, repair, replacement, or presence of the replacement fuel tank or the removal of the previous tank, except to the extent prohibited by applicable law.

The homeowner acknowledges and agrees that, unless otherwise stated in writing by NSB Housing, the homeowner is solely responsible for arranging final disposal of the removed tank in compliance with applicable local, state, or other legal requirements and for all matters arising from such disposal.

The homeowner further acknowledges that, after installation is complete, the homeowner assumes responsibility for the replacement tank (and any newly constructed or existing platform), its condition, use, inspection, maintenance, repair, replacement, surrounding area, and continued safe operation.

**4. Installation Responsibilities:** The homeowner is responsible for preparing the property and work area for installation and for providing safe and reasonable access to the property on the scheduled installation date and during the work as needed.

Site preparation responsibilities include, but are not limited to, clearing the area around the existing tank and access route, removing vehicles, snow, debris, equipment, personal property, and other obstructions, and securing pets. The homeowner is also responsible for keeping children, household members, and visitors away from the work area and for avoiding interference with construction activities.

During construction, the homeowner is responsible for helping maintain a reasonably safe site to the extent within the homeowner's control, including after work hours, and for not disturbing barriers, materials, equipment, or partially completed work.

In extenuating circumstances involving an elderly or disabled homeowner, and subject to staff availability, NSB Housing Specialists may provide limited assistance with site preparation involving extremely heavy objects or similar barriers. Any such assistance is discretionary, is not guaranteed, and does not relieve the homeowner of responsibility for overall site readiness, disposal obligations, or site safety.

**5. Contractor Liability:** The Homeowner understands that the selected and/or arranged contractor is responsible for performing the work in a professional manner. Any warranty on installation workmanship will be provided by the contractor (if applicable). Disputes regarding installation must be directed to the contractor, with a copy to NSB Housing.

**6. Transfer of Ownership and Liability:** Upon completion of installation and acceptance by the Homeowner: full ownership, control, responsibility, and liability for the replacement fuel tank and any associated platform and its ongoing use, condition, inspection, maintenance, repair, replacement, and regulatory compliance transfer to the homeowner.

The homeowner acknowledges that the North Slope Borough has no ongoing obligation to inspect, service, maintain, repair, replace, or monitor the replacement tank and any associated platform after installation is complete, unless otherwise stated in writing.

The homeowner further acknowledges that the approved contractor's work in disconnecting, draining, and removing the prior tank does not include final disposal by the North Slope Borough, and that the homeowner remains responsible for arranging final disposal of the removed tank in compliance with applicable local, state, or other legal requirements, unless otherwise stated in writing by NSB Housing.

**7. No Warranties or Representations:** The North Slope Borough makes no warranty or representation, express or implied, regarding the replacement fuel tank, its merchantability, fitness for a particular purpose, condition, expected life, installation outcome, or future performance. Any concerns regarding installation workmanship must be directed to the installing contractor, with a copy provided to NSB Housing for program records, unless otherwise required by law.

**8. Indemnification:** The Homeowner agrees to indemnify, defend, and hold harmless the North Slope Borough and NSB Housing from all claims, damages, costs, and expenses (including attorney fees) arising from the Homeowner's use, maintenance, or negligence related to the fuel holding tank after installation.

**9. Environmental and Regulatory Compliance:** After installation is complete, the homeowner is responsible for operating, maintaining, inspecting, and using the replacement tank and any newly constructed or existing platform in compliance with applicable laws, regulations, codes, and manufacturer or contractor guidance, if any. The homeowner is also responsible for arranging final disposal of the removed tank in compliance with applicable local, state, or other legal requirements, unless otherwise stated in writing by NSB Housing.

**10. Entire Agreement and Binding Effect:** This Release constitutes the entire agreement regarding liability for the Program and is binding on the Homeowner and their heirs, successors, and assigns.

Homeowner Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Date: \_\_\_\_\_

NSB Housing Representative Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_