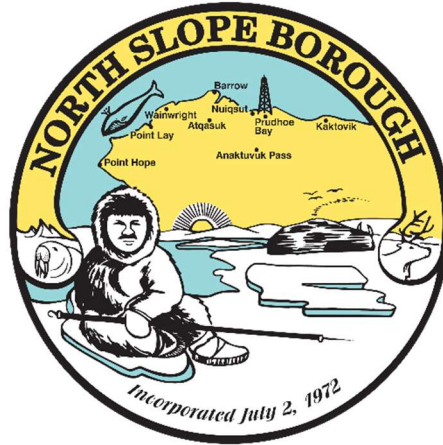


NSB Fuel Holding Tank Program Handbook



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The North Slope Borough of Alaska (“NSB”) created the NSB Fuel Holding Tank Program to replace unsafe or failing residential fuel tanks for **qualified** residents, and promote safe fuel storage across the Borough.

Program Goals

- Provide a one-time award to qualified residents in eligible households. Limit one per household.
- Improve community safety by replacing dilapidated, unsafe, or unacceptable fuel storage tanks. (see definitions)

Availability of Funds & Funding Terms

Funding levels are set annually by the NSB Assembly. Assistance is a **one-time award of a fuel holding tank delivered to their home**. The NSB will purchase an approved fuel holding tank and arrange for its delivery, and professional installation of the tank (and a new platform if needed) 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.

The Contractor will dispose of any construction materials necessary for installation, but the Homeowner will be responsible for the disposal of the old tank and materials removed from the home.

Eligibility

Applicants must:

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

Applications that meet minimum eligibility requirements will be prioritized using the following order:

- 1) Severely dilapidated or unsafe fuel tank, as documented by photos or other acceptable evidence.
- 2) Presence of an elder age 60 or older in the household.
- 3) Presence of a child under age 6 in the household.
- 4) Presence of a household member with a disability.
- 5) Unemployed household status.

Applications are reviewed case-by-case, but documented tank safety concerns take precedence over all other factors. North Slope Borough Housing Development Staff will review each application upon receipt to ensure the minimum eligibility threshold requirements are met. If an applicant does not meet these requirements, staff will notify the applicant. Applications not meeting the minimum requirements above will be disqualified and removed from consideration until requirements are met. The North Slope Borough will evaluate each application individually and determine the most appropriate course of action on a case-by-case basis.

Eligible Uses

Funding covers the following:

- Purchase of an approved fuel holding tank.
- Delivery of the tank to the applicant's home.
- Professional installation of the new tank (and new platform if required) by an NSB-contracted installer. 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.

Application Process and Rules

1. Obtain an Application – Available when annual funding is announced.
2. Submit the Completed Form – Submit by email to HousingDevelopment@north-slope.org or you may ask your Village Deputy Assistant to the Mayor to email your application to the address above.
3. Provide Required Documents:
 - a. Photos or video of the existing unsafe or dilapidated tank.
 - b. Valid government-issued photo identification of the applicant.
 - c. Valid photo identification to support elder status, or child under six living in the home.
 - d. Documentation proving disability, or unemployment status.
 - e. If there is no existing tank, attach a separate sheet explaining the need.
4. Review & Pre-Approval – The Program Manager will review applications and notify applicants of approval or denial within 5 business days.
5. Changes to Applications – Once approved, changes require a new application.
6. Tank Delivery & Installation – Upon approval, NSB will schedule delivery and installation. The applicant will be contacted to arrange a suitable date.

7. Upon Completion – The applicant will sign and date the Release of Liability / Transfer of Ownership form after successful installation.

Homeowner Responsibilities

Homeowners participating in this program are responsible for preparing their property for fuel holding tank replacement work, cooperating during construction, and maintaining a safe site after installation is complete. Participation in the program does not remove the homeowner's responsibility for site access, safety, disposal obligations, or ongoing tank maintenance.

Before Work Begins

Before work begins, the homeowner is responsible for ensuring that the work area is accessible and ready for construction activities. This includes clearing the area around the existing tank and any related access points so crews can safely perform the work. The homeowner must remove personal items, snow, debris, equipment, vehicles, and any other obstructions that may interfere with access to the site.

The homeowner is also responsible for securing pets and ensuring that children, household members, and visitors stay clear of the work area. Any conditions that may affect safe access or safe performance of the work should be communicated before construction begins.

In extenuating circumstances involving an elderly or disabled homeowner, NSB Housing Specialists may, at their sole discretion and subject to staff availability, provide limited assistance with site preparation involving extremely heavy objects or similar barriers; this assistance is not guaranteed and does not transfer responsibility for site preparation or site safety from the homeowner.

During Construction

During construction, the homeowner is responsible for continuing to keep the work area clear and maintaining safe separation between the work site and household members, visitors, and pets. The homeowner must not interfere with construction activities or create unsafe conditions that could affect workers, equipment, or the property.

The homeowner is responsible for helping ensure that the work site remains safe after hours to the extent reasonably within the homeowner's control. This includes monitoring access to the area, keeping children and pets away from the site, and avoiding disturbance of materials, equipment, barriers, or partially completed work.

After Work Is Complete

After installation is complete, the homeowner is responsible for the proper disposal of the old fuel tank. The homeowner is also responsible for maintaining the new tank and associated area in a safe and serviceable condition after installation.

Ongoing maintenance responsibilities include monitoring the condition of the new tank and supporting structure, keeping the area accessible, observing for signs of damage or deterioration, and addressing maintenance issues as needed. Program assistance for replacement does not create an ongoing obligation for future repairs, monitoring, or upkeep unless specifically stated elsewhere in the program materials.

Program Limitations

- One award per qualified household.
- Award is for residential use only.

Review Process

Completed applications will be reviewed by NSB Housing staff using the eligibility and priority criteria outlined in this handbook. Applications will first be reviewed for completeness and program eligibility. Eligible applications may then be prioritized based on documented household vulnerability factors, the condition of the existing fuel holding tank, and other demonstrated need factors relevant to health, safety, and program requirements. Applications are reviewed individually, and final determinations are made on a case-by-case basis in accordance with available funding and program priorities.

To support consistent and fair review, the NSB Housing Department will use a standardized evaluation method that considers application completeness, documented priority status, the condition of the existing tank, input from local community leaders, and other health and safety factors.

Compliance and Monitoring

The NSB may inspect the installed tank and related records at any time to ensure compliance with program rules.

Termination

The NSB Housing Department may terminate assistance and require repayment if the awardee:

1. Does not use the tank in their primary residence.
2. Makes material misrepresentations on the application.
3. Uses the tank for commercial purposes or moves it from the approved location.
4. Otherwise violates program rules.

Legalese

Non-Discrimination

No person shall be excluded from participation, denied benefits, or subjected to discrimination on the grounds of race, color, religion, sex, national origin, or age.

Conflict of Interest

NSB Municipal Code governs employee ethics. No employee of NSB may receive this assistance if they are involved in the decision-making process.

Indemnification

The Applicant shall 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 Applicant's use, maintenance, or negligence related to the fuel holding tank after installation.

Governing Law

This program is governed by the laws of the State of Alaska. Any legal action shall be brought in the courts of the State of Alaska, Second Judicial District, at Utqiagvik, Alaska.

Definitions

Qualifying Resident: Applicant must be a resident of the NSB and 18 years of age or older.

Household: A group of people who live together in a housing unit as their primary residence.

Acceptable Fuel Storage Tank: An approved fuel storage tank is one that meets specific safety, construction, and design standards set by regulatory bodies and testing laboratories, such as UL (Underwriters Laboratories) and NFPA (National Fire Protection Association), and complies with the EPA and OSHA regulations governing its use and location, including requirements for spill protection, corrosion resistance, and fire protection where applicable.

Dilapidated Fuel Storage Tank: A tank that has deteriorated due to age, corrosion, or environmental factors and poses safety and environmental hazards.

Unsafe or Unacceptable Container for Diesel Fuel: Includes containers made of plastic, glass, copper, or zinc, or any container without proper safety features (tight-fitting lids, automatic pressure vents, etc.).

Release of Liability

Applicant must read, understand and sign the Release of Liability in order to receive the tank.



FUEL HOLDING TANK ASSISTANCE APPLICATION FORM

NSB Housing Department (907) 852-0203

HousingDevelopment@north-slope.org

Date Received

Application#

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: _____