

Maintenance Agreement for Post-Construction BMPs

This Maintenance Agreement is made this ____ day of _____ 20____ by and between _____ ("Applicant") and the Town of Old Orchard Beach, Maine ("Town").

The project name is _____.

The location is: _____, Old Orchard Beach, Maine.

The project's Tax Map and Lot Numbers are Tax Map Lot _____.

The project is shown on a plan entitled " _____ " dated _____ and most recently revised on _____, approved by the Planning Board on _____ and recorded in the York County Registry of Deeds in Plan Book _____ Page _____ (the "Project").

WHEREAS, the approval of the Project includes Post-Construction BMP(s) which require periodic maintenance; and

WHEREAS, in consideration of the approval of the Project, the Town of Old Orchard Beach requires that annual inspections and periodic maintenance be performed on the Post-Construction BMPs;

NOW, THEREFORE, in consideration of the mutual benefits accruing from the approval of the Project by the Town and the agreement of Applicant to maintain the Post-Construction BMPs, the parties hereby agree as follows:

1. Applicant, for itself, and its successors and assigns, agrees to the following:

(a) To inspect, clean, maintain, and repair the Post-Construction BMPs, which includes, to the extent they exist, parking areas, catch basins, detention basins or ponds, drainage swales, pipes and related structures, at least annually, to prevent the build up and storage of sediment and debris in the system;

(b) To repair any deficiencies in the Post-Construction BMPs noted during the annual inspection;

(c) To provide an annual certification on the inspection, maintenance, and repair activities performed annually on the Post-Construction BMPs to the Municipal Enforcement Authority;

(d) To allow access by Town personnel or the Town's designee for inspecting the Post-Construction BMPs for conformance with these requirements.

(e) To create a homeowners' association, as applicable, for the purpose of maintaining the Post-Construction BMPs.

2. Upon creation of the homeowners' association, as applicable, the homeowners' association may become responsible for compliance with the terms of this Agreement.

3. The Applicant shall be responsible for this Maintenance Agreement until maintenance responsibility is officially transferred from the Applicant to the homeowner's association or other responsible party. Transfer of responsibility shall be official when an updated Maintenance Agreement is executed and filed with the Town and recorded in the York County Registry of Deeds. Until an updated Maintenance Agreement is recorded, all post-construction maintenance will remain the responsibility of the Applicant.

4. This Agreement shall constitute a covenant running with the land, and Applicant shall reference this Agreement in all deeds to lots and/or units within the Project.

Witness

By: _____
Its: _____

Witness

TOWN OF OLD ORCHARD BEACH
By: _____
Its: _____

STATE OF MAINE

_____, ss.

_____, 20__

Personally appeared the above-named _____, the _____ of _____, and acknowledged the foregoing Agreement to be said person's free act and deed in said capacity.

Before me,

Notary Public / Attorney at Law

Print Name: _____

STATE OF MAINE

_____, ss.

_____, 20__

Personally appeared the above-named _____, the _____ of the Town of Old Orchard Beach, and acknowledged the foregoing Agreement to be said his/her free act and deed in said capacity.

Before me,

Notary Public / Attorney at Law

Print Name: _____