

**BOOTHBAY HARBOR SEWER DISTRICT
PUMP STATION LANDSCAPE MAINTENANCE AGREEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between the Boothbay Harbor Sewer District, Boothbay Harbor, Maine, also known as the District and _____ (hereinafter referred to as the "HOA").

WITNESSETH

WHEREAS, the District owns a wastewater pump station site located in _____
Subdivision (Map(s) _____ Lot(s) _____); and

WHEREAS, the HOA has asked the District for financial assistance in landscaping the pump station site.

NOW, therefore, in consideration of the mutual covenants of the parties herein contained and other good and valuable consideration passing between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the conditions contained hereinafter, the District agrees to reimburse the HOA an amount not to exceed \$_____ for the costs associated with landscaping the pump station site. Prior to any transfer of funds from the District to the HOA, the HOA must submit a written proposal for the District's approval prior to incurring any costs for landscaping;
2. After the installation of the landscaping, the HOA agrees to maintain the landscaping in perpetuity;
3. If the HOA does not properly maintain the landscaping, the District may take corrective action with the costs thereof to be paid by the HOA; and
4. This Agreement may not be amended or modified except in writing with the consent of the HOA and the District.

WITNESS:

WITNESS:

BOARD OF TRUSTEES
FOR THE
BOOTHBAY HARBOR SEWER DISTRICT

By: _____

Its: CHAIRMAN

By: _____

Its: _____