

**WHEN RECORDED RETURN TO:**

**VERRILL DANA, LLP**  
One Portland Square  
Portland, ME 04112-0586  
Attention: David L. Galgay, Jr.

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**STORMWATER DRAINAGE SYSTEM  
MAINTENANCE AGREEMENT AND  
RELEASE FROM LIABILITY**

**IN CONSIDERATION OF** site plan/subdivision approval granted by the Planning Board of the City of Portland to a plan entitled First Amendment to Subdivision Plat/Commercial & Maple Street Mixed Use Development prepared for J.B. Brown & Sons by Opechee Construction Corporation, with a mailing address of 11 Corporate Drive, Belmont, New Hampshire 03220 (agents/engineers) dated January 22, 2012, as amended and revised through May 12, 2014, and recorded in the Cumberland County Registry of Deeds in Plan Book 214, Pages 161-162 (Exhibit A) , pursuant to a condition thereof, J.B. Brown & Sons, a Maine corporation, having a mailing address of 36 Danforth Street, Portland, Maine 04112-0207, the owner of the subject premises, does hereby agree, for itself, its successors and assigns (the "Owner"), as follows:

Maintenance Agreement

That it, its successors and assigns, will, at its own cost and expense and at all times in perpetuity, maintain in good repair and in proper working order the stormwater drainage system, as shown on the detailed plan in Exhibit B, including but not limited to the rain garden area, catch basins, drainage manholes, piping, etc., (hereinafter referred to collectively as the "stormwater system") and in strict compliance with the approved *Post-Construction Stormwater Management Plan* dated May 16, 2014 (Exhibit C) and Chapter 32 of the Portland City Code. Owner of the subject premises further agrees to keep a Stormwater Maintenance Log that will be made available for inspection by the City of Portland upon reasonable notice and request.

This Agreement is for the benefit of the said City of Portland and all persons in lawful possession of the property; further, that the said City of Portland or said persons in lawful possession may enforce this Agreement by an action at law or in equity in any court of

competent jurisdiction; further, that after giving the Owner written notice and a stated time to perform, that the said City of Portland, by its authorized agents or representatives, may, but is not obligated to, enter upon said premises to maintain, repair, or replace said stormwater system in the event of any failure or neglect thereof, the cost and expense thereof to be reimbursed in full to the said City of Portland by the Owner upon written demand. Any funds owed to the City under this paragraph shall be secured by a lien on the property.

This Agreement shall also not be construed to allow any change or deviation from the requirements of the subdivision and site plan most recently and formally approved by the Planning Board/Planning Authority of the City of Portland.

This Agreement shall bind the undersigned only so long as it retains any interest in said premises, and shall run with the land and be binding upon the Owner's successors and assigns as their interests may from time to time appear. As of the date that a certain Declaration of Condominium for the 321 Commercial Street Condominium is recorded in the said Registry of Deeds concerning the subject property depicted on the Plan, all references herein to "Owner" shall mean the "321 Commercial Street Condominium Owners Association."

The Owner agrees to provide a copy of this Agreement to the 321 Commercial Street Condominium Owners Association as soon as it is established, and to any successor or assign and to forward to the City an Addendum signed by any successor or assign in which the successor or assign states that the successor or assign has read the Agreement, agrees to all its terms and conditions and the successor or assign will obtain and forward to the City's Department of Public Services and Department of Planning and Urban Development a similar Addendum from any other successor or assign.

For the purpose of this Agreement and release, "Owner" is any person or entity who is a successor or assign and has a legal interest in part, or all, of the real estate and any building. The real estate shown by chart, block and lot number in the records on file in the City Assessor's office shall constitute "the property" that may be entered by the City and liened if the City is not paid all of its costs and charges following the mailing of a written demand for payment to the Owner pursuant to the process and with the same force and effect as that established by 36 M.R.S.A. §§ 942 and 943 for real estate tax liens.

Any written notices or demands required by the agreement shall be complete on the date the notice is attached to one or more doors providing entry to any buildings and mailed by

certified mail, return receipt requested or ordinary mail or both to the owner of record as shown on the tax roles on file in the City Assessor's Office. If the property has more than one owner on said tax rolls, service shall be complete by mailing it to only the first listed owner. The failure to receive any written notice required by this Agreement shall not prevent the City from entering the property and performing maintenance or repairs on the stormwater system, or any component thereof, or liening it or create a cause of action against the City.

Dated at Portland, Maine this \_\_\_\_\_ day of September, 2014.

J.B. BROWN & SONS

By: \_\_\_\_\_  
Vincent P. Veroneau  
Its President

STATE OF MAINE  
CUMBERLAND, ss.

Date: September \_\_, 2014

Personally appeared the above-named Vincent P. Veroneau, President of J.B. Brown & Sons, and acknowledged the foregoing instrument to be his free act and deed in his said capacity, and the free act and deed of said J.B. Brown & Sons.

Before me,

\_\_\_\_\_  
Notary Public/Attorney at Law

Print name: \_\_\_\_\_

Exhibit A: Recorded Subdivision Plat (Sheets 1 and 2)

Exhibit B: Approved detailed civil plan showing stormwater system

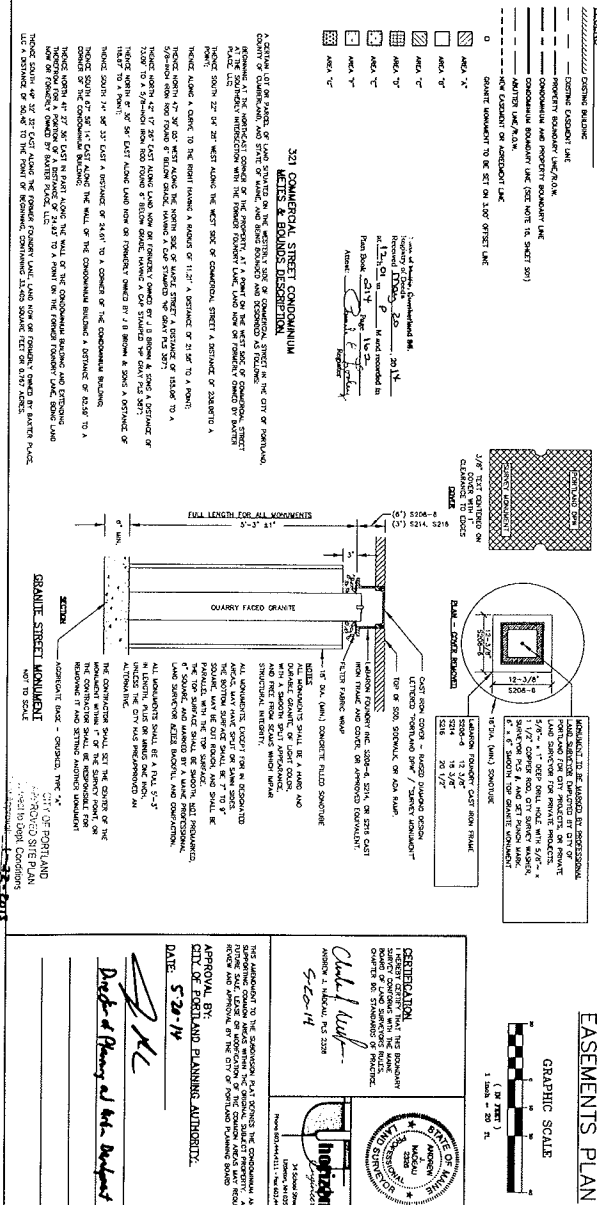
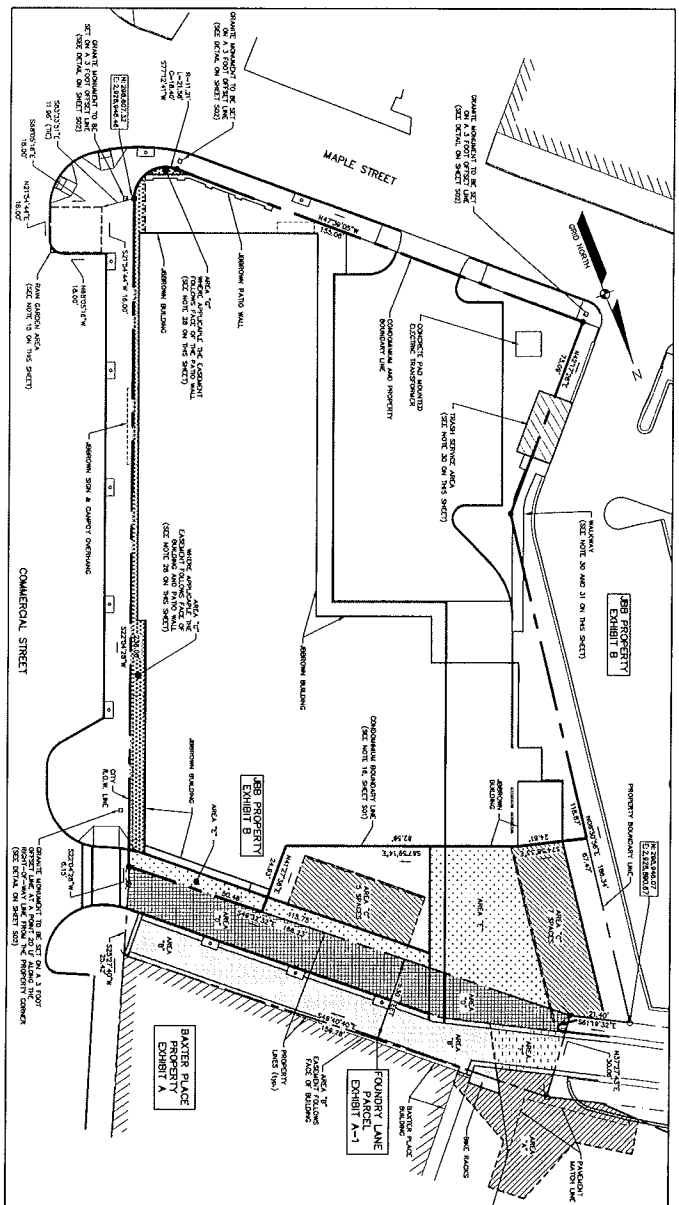
Exhibit C: Post-Construction Stormwater Management Plan dated May 16, 2014.



- GENERAL NOTES CONTINUED:**
17. GENERAL CONTRACTOR SHALL OBTAIN NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND PLANNING AND ZONING COMMISSION (PPZC) FOR THE SUBDIVISION PLAT AND CONSTRUCTION PERMITS.
  18. EXISTING EASEMENTS SHALL BE MAINTAINED AND NOT BE SUBJECT TO THE CITY OF PORTLAND PLANNING AND ZONING COMMISSION'S REVIEW.
  19. THE PLAT IS BASED ON A TOTAL STATION SURVEY CONDUCTED ON SEPTEMBER 15, 2011 WITH A STATE REVISION OF RECORD.
  20. THE PLAT IS BASED ON THE STATE OF OREGON'S OBSOLETE SURVEYING ACTS AND THE STATE PLANNING COMMISSION'S SURVEYING ACTS.
  21. THE CITY OF PORTLAND PLANNING AND ZONING COMMISSION'S REVIEW OF THIS PLAT IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE SURVEY DATA OR THE INFORMATION CONTAINED HEREIN.
  22. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PORTLAND AND THE PORTLAND PLANNING AND ZONING COMMISSION.
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**CONSTRUCTION NOTES:**

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**REVISION SCHEDULE**

DATE	DESCRIPTION	BY
05-14-14	1ST AMENDMENT TO SUBDIVISION PLAT	BLD
01-25-15	REVISED PER THE CONDITIONS OF THE PLANNING BOARD APPROVAL	BLD
05-12-15	REVISED PER THE COMMENTS OF DEPT. LEGAL, AND PLANNING (APPROVAL CONDITION)	BLD

**PREPARED BY:** COPECHEE CONSULTING CORPORATION  
11 COPPOGATE DRIVE, BELMONT, NH 03223  
PHONE: (603) 221-9991 FAX: (603) 221-9992

**CERTIFICATION:** I, the undersigned, being a duly qualified and licensed Professional Engineer in the State of New Hampshire, do hereby certify that I am a duly Licensed Professional Engineer in the State of New Hampshire, and that I am the author of the above described plan, and that the same is a true and correct copy of the original plan as shown to me by the undersigned.

**APPROVAL BY:** CITY OF PORTLAND PLANNING AUTHORITY  
DATE: 5/29/14

**PROJECT:** COMMERCIAL & MAPLE STREET MIXED USE DEVELOPMENT  
1.81 ACRES OF LAND SITUATED IN THE CITY OF PORTLAND, ME  
PORTLAND, ME 04112

**RECORD COPY:** 107 001 001 001  
107 001 001 001  
107 001 001 001

**SCALE:** 1" = 20' PL

**GRAPHIC SCALE:** 1" = 20' PL

**PROJECT NO:** 107 001 001 001

**DATE:** 5/29/14

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**DATE:** 5/29/14



# **Post-Construction Stormwater Management Plan**

Dated: May 16, 2014

## **321, 327 Commercial Street**

**Portland, ME**

Tax Map 40, Block E, Lot 3

**Owner:**

J.B. Brown & Sons  
Portland, Maine 04112

Reference Deeds:

Book 749 Page 43  
Book 4208 Page 56  
Book 4486 Page 50

Municipal Requirements per Chapter 32 of the City of Portland Code of Ordinances:

Any person owning, operating, or otherwise having control over a BMP required by a post construction stormwater management plan shall maintain the BMPs in accordance with the approved plan and shall demonstrate compliance with that plan as follows:

- (a) *Inspections.* The owner or operator of a BMP shall hire a qualified post-construction stormwater inspector to at least annually, inspect the BMP(s), including but not limited to any parking areas, catch basins, drainage manholes, pipes, rain garden and related structures, in accordance with all municipal and state inspection, cleaning and maintenance requirements of the approved post-construction stormwater management plan.
- (b) *Maintenance and repair.* If a BMP requires maintenance, repair or replacement to function as intended by the approved post-construction stormwater management plan, the owner or operator of the BMP(s) shall take corrective action(s) to address the deficiency or deficiencies as soon as possible after the deficiency is discovered and shall provide a record of the deficiency and corrective action(s) to the department of public services (“DPS”) in the annual report.
- (c) *Annual report.* The owner or operator of a BMP or a qualified stormwater BMP inspector hired by that person, shall, on or by June 30 of each year, provide a completed and signed certification to DPS on a form provided by DPS, certifying that the person has inspected the BMP(s) and that the BMP(s) are adequately maintained and functioning as intended by the approved post-construction stormwater management plan, or that they require maintenance or repair, including the record of the deficiency and corrective action(s) taken.
- (d) *Filing fee.* Any persons required to file an annual certification under this section shall include with the annual certification a filing fee established by DPS to pay the administrative and technical costs of review of the annual certification.
- (e) *Right of entry.* In order to determine compliance with this article and with the post-construction stormwater management plan, DPS may enter upon property at reasonable hours with the consent of the owner, occupant or agent to inspect the BMPs.

Stormwater Management Narrative:

Stormwater runoff from a majority of the impervious areas will be controlled and treated by the use of roof drains, curbing, rain garden, curb inlets, catch basins, drainage manholes and pipes. Maintaining a clean and obstruction-free drainage system helps to ensure the system performs the intended function reduces the risk of damage due to flooding or pollution.

Inspection and maintenance reports should be completed and retained from each inspection. Utilize an annual inspection & maintenance log, an inspection schedule, and an inspection checklist to document and keep a record of efforts.

The owner or its designee operator is responsible for complying with all federal, state, and local laws and regulations when disposing of materials collected from the drainage system during maintenance.

For system design and details, obtain plans from the owner or the plans are on file at the City of Portland Planning Department



Inspection and Maintenance Narrative:

- **Vegetated and landscape areas** should be inspected annually early spring and after heavy rains.

Inspect for signs of the following:

- Check for erosion
- Check for sediment build-up
- Check for vegetation loss, sparse growth or bare soil
- Emphasis should be giving to slopes and embankments

Maintenance activities can include the following:

- Mow vegetation as desired, but should not be trimmed extremely short
- Remove trash, debris and accumulated sediment.
- Seed or re-vegetate areas that have sparse growth or is bare (till if necessary)
- Any rill erosion should be stabilized by armoring with riprap and/or diverting the runoff to a stable area.
- Eliminating the source of any erosion problem

- **Paved areas** should be inspected annually spring or as needed.

Inspect for signs of the following:

- Check for sediment accumulation
- Check for debris

Maintenance activities can include the following:

- Clear and remove accumulated winter sand in parking lots and along roadways
- Sweep pavement to remove sediment
- Grade any shoulders to remove accumulated winter sand
- Clean-out the sediment within any paved channels or at curb inlet openings
- Ensure that stormwater runoff is not impeded by sediment

- **Catch Basins, Manholes and Curb Inlets** should be inspected annually in the spring.

Inspect for signs of the following:

- Check for sediment accumulation
- Check for debris and oils
- Check grate, structure, inlet and outlet appurtenances for damage

Maintenance activities can include the following:

- Repair damage if any is observed
- Removal of sediment and debris from the bottom of the basin and inlet grate
- Remove floating debris and oils (using oil absorptive pads) from any trap

- **Rain garden area** should be inspected annually in the spring and late fall. Note that the soil media, mulch and vegetation coverage is integral to the performance of the system, including infiltration rate and nutrient uptake. Vegetation care is important to system productivity and health. Also, record should be kept of the time to drain for the system completely after a storm event. The system should drain completely within 72 hours.

Inspection of the rain garden area:

- Check to standing water, insure the soil media is draining within a 72 hours
- Check inlet and overflow for leaves and debris
- Check for holes in the soil media such as animal burrows
- Check for accumulated sediment
- Check for distressed plants during extended periods without rainfall
- Check structure to ensure good condition and no evidence of deterioration.
- Check to see if high-flow bypass channel is functioning properly
- Check for robust vegetation coverage throughout the system
- Check for dead or dying plants, and general long term health of plants

Maintenance of the rain garden area:

- The most common maintenance activity is the removal of leaves and debris from the system and bypass channel
- If filter bed not draining, then remove top few inches of discolored material. Till or rake underneath material and replace any loss soil media with a 50% sand, 20% woodchips, 20% compost, 10% soil mixture
- Fill and lightly compact any holes such as animal borrows
- Remove sediment as necessary. Replace any loss soil media.
- Replace mulch as necessary.
- Repair or replace any damaged any structural parts, inlets, outlets, sidewalls.
- Reinforcement planting should be performed if 50% of vegetation is not established within 2-years.
- Non-established vegetation should be cut and removed from the system.
- Remove dead or decaying plant material.
- Separate herbaceous vegetation rootstock when over-crowding is observed
- If underdrains appear clogged, jet clean or rotary cut debris/roots the drain pipes.