

ARTICLE II MANAGEMENT OF PRIVATE, CLUSTER SEWAGE SYSTEMS

SECTION 1. DEFINITIONS

The following terms shall have the following meanings for the purposes of Article II:

Cluster Sewage System - One or more sewage treatment or disposal systems serving a part or all of a contiguous area or development owned by the same developer. It disposes of sewage and other wastewater from more than one separate, privately owned dwelling, lot, unit or plumbed building.

Developer - Any person, firm, corporation or other entity proposing to establish one or more private cluster sewage systems designed and intended to serve one or more multiplex units, subdivision lots or other grouping of plumbed buildings, including an established association of owners of adjacent developed properties.

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Owner - The record owner of a dwelling unit, lot or building served or to be served by a cluster sewage system.

SECTION 2. CLUSTER SYSTEMS PERMITTED

No cluster sewage system shall be permitted unless the owner or owners of all properties to be served are parties to, and their said properties are made subject to, an effective, recorded declaration or agreement (hereinafter referred to as the "Agreement") providing for continuous, responsible management of such system in accordance with the terms of this Article II, the provisions of which Agreement shall be covenants running with the land of each such owner. Any private cluster sewage system intended to serve more than three dwelling units shall be designed by a registered engineer.

SECTION 3. ESTABLISHMENT OF ASSOCIATION

The Agreement shall require the formation of a legal entity having its principal place of business within the Town. It shall require membership of all owners, of all properties to be served by the private, clustered sewage system. The entity shall be formed and funded, no later than the sale of the last property with moneys equal to its anticipated expenses for one year, no later than the sale of the last property to be served by such system.

SECTION 4. MANAGEMENT BY DEVELOPER

Until the formation and funding of the Association as aforesaid, and until the transfer and conveyance to the Association of all real and personal property necessary to the operation of the private, cluster sewage system, all of the duties and responsibilities of the Association and all of its rights and powers, including the assessment, collection and use of charges, shall be timely and fully performed and exercised by the developer.

SECTION 5. ASSOCIATION ASSETS

As soon as the Association has been formed, all real and personal

property necessary to the operation of said system shall be transferred and conveyed to the Association by the developer. All components of said system shall be in good operating order and condition, in compliance with all applicable laws, codes and regulations. The developer shall be responsible for any repairs, replacements or improvements which may be required for the same, promptly following notice by the Association given within two (2) years after the date of said transfer, except normal maintenance. The Association shall not divest itself of any interest in said real estate except(1) to a duly constituted, responsible public body in connection with its assumption of part or all of the responsibilities of the Association requiring such real estate; or (2) upon approval by the Plumbing Inspector of

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the discontinuance of any service for which such real estate was required.

SECTION 6. ASSOCIATION DUTIES

After the acquisition by the Association of the real and personal property constituting or necessary to the cluster sewage system, the Association shall own, operate, maintain, repair and replace same in accordance with all applicable laws, codes and regulations, including performance of the following requirements:

- A. It shall provide for officers or other personnel responsible for performance of the duties of the Association;
- B. It shall cause the inspection at least weekly of all pumping stations and any other mechanical components of said system and the general inspection of all sewage facilities by a registered professional engineer at least once every six (6) months in order to assure that they are in proper operating condition;
- C. It shall cause all septic tanks to be pumped out at least once every three (3) years unless required by the Town Engineer to pump these tanks more frequently and it shall maintain a record showing the dates of all septic tank pumping;
- D. It shall enter into a contract or contracts with one or more firms competent and available to provide on-call service for repair and maintenance of all sewage facilities;
- E. It shall pay, in a timely fashion, all expenses necessary or incidental to the performance of its functions and responsibilities under this Article II.

SECTION 7. CHARGES TO OWNERS

The Association shall provide for revenues sufficient to perform its duties hereunder and as provided in the Agreement, including supplemental or emergency revenues to cover any deficits or emergency requirements. Revenues shall include amounts for additions to reserves for major periodic repairs, contingencies and for replacements based upon the full, life cycle cost of the cluster sewage system.

The Association shall also establish procedures by which it can compel any owners to correct any deficiency, malfunction or other

problem in their own property which affects the operation or integrity of the cluster sewage system.

SECTION 8. INSPECTION BY THE TOWN

A. Upon request by the Town Manager, the Association shall produce for inspection and copying at the Bridgton Town Office, or permit the inspection and copying at its own office, any or all of its corporate, financial, operating, inspection and

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maintenance records, reports, contracts, budgets and other papers, for the purpose of determining its performance of any compliance with the requirements of this Article II.

B. The Plumbing Inspector or an authorized representative, or the Town Engineer and other duly authorized employees of the Town, bearing proper credentials or identification, shall be permitted to enter at all reasonable times upon all properties owned by the developer, the Association or the Association members for inspection, observation, measurement, sampling and testing for the purposes of this Article.

SECTION 9. PENALTIES

In the event that any Association, developer or owner is found to be violating any provision of this Article II, all of the provisions and procedures set forth in Article I, Section 9 shall be applicable and available to the Town in connection with any such violation.