

PROPERTY OWNERS ASSOCIATION OF ARUNDEL-ON-THE-BAY (POA-AOTB)

PO Box 4665 Annapolis, MD 21403
www.arundelonthebay.org

**M E M O R A N D U M O F
U N D E R S T A N D I N G**

For installing an electric boat lift at Newport Avenue Pier

DATE:

TO: Property Owner(s) _____

FROM: _____
President, POA-AOTB

RE: Permission for installing a boat lift at Newport Avenue Pier

This will serve as a memorandum of understanding (MOU) between Property Owner(s) _____, with address _____ and the POA-AOTB regarding the installation and use of a boat lift at the Newport Avenue Community Pier.

Property Owner(s) _____ have placed a \$_____ refundable deposit and a \$_____ annual fee for leasing a boat slip at the Newport Avenue community pier. Property Owner(s) _____ also seek permission to install an electric boat lift in their assigned slip.

POA-AOTB recognizes the benefits to the Community of the boat slips at the Newport Avenue pier, and the Association wishes to work cooperatively with Property Owner(s) _____ to make the best use of this asset. The Association therefore accepts the Property Owner(s) _____ offer, as set forth herein, to fund all engineering, all permits, and all installation costs associated with an electric boat lift. The Association hereby grants approval to Property Owner(s) _____ to begin the process of contracting for and installing an electric boat lift subject to the following conditions:

1. A qualified manufacturer and/or distributor shall design the installation of the electric boat lift and provide scope of work and specifications for all contractors to follow.
2. The finished designs shall be presented to the POA-AOTB Board of Directors for review and approval. Agreement shall be reached on all major design parameters and specifications before work begins.

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3. The Association retains the option, at its own expense, of having other engineering firms review all submittals before granting approval.
4. The Property Owner(s) _____ agree to maintain the electric boat lift in good operating order at no cost to the Association.
5. The Property Owner(s) _____ agree to pay all electricity costs associated with the operation of the boat lift. The electricity costs shall be mutually determined by the Property Owner(s) _____ and the Association.
6. If, after boat lift installation, Property Owner(s) _____ decide **not** to lease a slip at the Newport Avenue Pier, or refuse to pay the annual slip fees as previously set by the Association, or the Property Owner(s) _____ move from Arundel-On-The-Bay, ***the electric boat lift shall become the property of the Association with all associated electronic controls to be turned in to POA-AOTB.***
7. In the unlikely event that the POA-AOTB determines that the electric boat lift should be removed and/or moved to another location, the Property Owner(s) _____ agree, with a minimum of 90 days notice, to remove and/or move the electric boat lift as directed at the Property Owner(s) _____ expense.
8. The POA-AOTB agrees to co-sign any and all permits if required without delay.
9. No POA-AOTB funds shall be requested by the Property Owner(s) _____ and/or their contractors at any time for design and/or construction and/or maintenance of the boat lift.
10. The Property Owner(s) _____ and/or their contractors agree to secure and comply with all permits required from local, state, and/or federal agencies before beginning work.
11. Compliance with any citations issued by local, state, and/or federal agencies shall be the sole responsibility of the Property Owner(s) _____.
12. All alterations and improvements shall be in accordance with the then current edition of the Anne Arundel County Design Manual as published by Anne Arundel County and available for review at <http://www.aacounty.org/bin/w/c/DMChapter01.pdf>, and with any other criteria deemed necessary by the POA-AOTB Board of Directors.

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13. Any activities undertaken on Community property shall not form the basis for (1) any claim of right to reimbursement for the work done, or (2) any claim of right of ownership to the underlying property.

This MOU was approved by the POA-AOTB Board of Directors on _____ and shall remain in force in perpetuity.

If the above meets with your approval, please sign below.

President, POA-AOTB

Property Owner(s)

Treasurer, POA-AOTB

Property Owner(s)

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