

MERRYMEETING TRAIL BOARD OF SUPERVISORS

INTERLOCAL AGREEMENT

WHEREAS, the municipalities of Topsham, Bowdoinham, Richmond, and Gardiner signed a Memorandum of Agreement in 2008 to support the planning of a regional trail system to connect the Androscoggin River Pedestrian Bike Path in Topsham, the Village Center in Bowdoinham, the Village Center in Richmond, and the Kennebec River Rail Trail in Gardiner and gave support to the municipal staffs, residents, municipal committees, and other interested parties to work together towards achieving the vision of a regional trail system; and

WHEREAS, since the signing of the 2008 Memorandum of Agreement the Merrymeeting Trail Committee has worked on developing a feasibility study which was completed in June, 2011; and

WHEREAS, to better coordinate the development of the Merrymeeting Trail the municipalities of Topsham, Bowdoinham, Richmond, and Gardiner desire to enter into this Interlocal Agreement (“Agreement”) pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S. § 2201-2208 (as amended) to create the Merrymeeting Trail Board of Supervisors.

NOW THEREFORE, the municipalities of Topsham, Bowdoinham, Richmond, and Gardiner agree as follows:

ARTICLE 1- PURPOSE

The purpose of this Agreement is to facilitate the planning, construction, and maintenance of a regional multi-use trail, which will accommodate pedestrians, bicyclists, and other users, connecting the Androscoggin River Pedestrian Bike Path in Topsham, the Village Center in Bowdoinham, the Village Center in Richmond, and the Kennebec River Rail Trail in Gardiner to be known as the Merrymeeting Trail and the development of related facilities and trails.

ARTICLE 2 – ADMINISTRATION

A. Merrymeeting Trail Board of Supervisors

A board is hereby created and is designated as the Merrymeeting Trail Board of Supervisors, which shall be the joint board created pursuant to 30-A M.R.S. § 2203(3)(A) for administration of the undertaking contemplated in this Agreement.

The Merrymeeting Trail Board of Supervisors (hereafter the “Board”) shall consist of two voting members from each municipality which elects to join this Agreement. The municipal officers of each municipality shall appoint their respective board members. It is recommended that one board member from each municipality be a municipal officer or official. Board members shall serve at the pleasure of their respective appointing authority.

B. Meetings of the Board

Board members shall provide a means for electing a Chair and such other officers as deemed necessary, and what constitutes a quorum.

The Board may elect to adopt by-laws for the operation and administration of the Board.

All meetings shall be governed by the provisions of the Maine Freedom of Access Act (1 M.R.S. § 401 et.seq, as may be amended).

ARTICLE 3 – POWERS OF THE BOARD

The Board shall have all the duties and powers to accomplish the following:

- 1) Communicate and evaluate municipal needs and issues.
- 2) Update the municipalities on the trail status.
- 3) Make recommendations to the municipalities.
- 4) Conduct planning for the trail system.
- 5) Create and implement policy for the trail system.
- 6) Develop and adopt rules for the use of Merrymeeting Trail and related trails.
- 7) Develop an annual budget including requests for municipal funding as well as funding from other sources.
- 8) Facilitate and/or assist or oversee in the construction of the trail system.
- 9) Maintain, manage and operate the trail system.
- 10) Invoice municipalities for expenses incurred and previously approved by them.
- 11) Authorize expenditures consistent with its budget.
- 12) Negotiate and enter into contracts to fulfill the purposes of this Interlocal Agreement.

- 13) Coordinate in-kind services.
- 14) Pursue other funding opportunities (grants, donations, etc).
- 15) Hold meetings as deemed necessary.
- 16) Work with and coordinate services with the Kennebec River Rail Trail Board of Supervisors and other governmental entities which oversee trails which relate to the trail system.
- 17) Work with the National Park Service and other federal agencies and departments; state agencies and departments (such as the Maine Department of Conservation, Maine Department of Transportation); regional planning entities; and other local governments to fulfill the objectives of this Interlocal Agreement.
- 18) Work with East Coast Greenway, land trusts, trail and conservation organizations, and other nonprofit organizations to fulfill the objectives of this Interlocal Agreement.
- 19) Work with interested private individuals and organizations to fulfill the objectives of this Interlocal Agreement.
- 20) Carry out any other responsibilities to fulfill the objectives of this Interlocal Agreement.

ARTICLE 4 – TRAIL LOCATION

The trail will be located along the Maine Department of Transportation's railroad right of way from Topsham to Gardiner or, where there are more optimal alternatives, on routes other than the railroad right of way. Each municipality shall give final approval to the specific location of any section of the trail system which lies within their municipal jurisdiction and each municipality may delegate this authority to the Board.

ARTICLE 5 – AUTHORIZATION REQUIRED FOR MUNICIPAL FUNDING

If municipal funds are proposed to be expended by the Board, the Board shall prepare and present the proposed annual budget to each municipality using the process required by said municipalities in order to be considered in each municipality's budget process for the next fiscal year.

ARTICLE 6 – PROPERTY

All real property and improvements acquired or developed pursuant to this Interlocal Agreement shall be held by the municipality in which it is located.

ARTICLE 7 – NEW MUNICIPAL MEMBERS

Municipalities may be admitted under this Agreement as new members by a simple majority vote of the Board and upon approval by the appropriate municipal authority of candidate members (e.g. by the municipal officers or, where required, town meeting of such municipality).

ARTICLE 8 – AMENDMENT AND TERMINATION

The Board may propose and shall approve by a majority vote (where each municipality is represented) of all members present amendments to this Agreement. Any proposed amendments shall also require an affirmative vote by the appropriate municipal authority of the member municipalities (e.g., by the municipal officers or, where required by the town meeting of such member municipality).

This Agreement shall continue in force for a period of 20 years from the effective date of this Agreement. This Agreement may be renewed, superseded or terminated by the collective affirmative votes by the appropriate municipal authority of all member municipalities.

The Board shall take all necessary and proper steps to conclude affairs of the Board upon termination of this Agreement.

ARTICLE 9 – WITHDRAWAL OF MEMBERS

A member municipality may withdrawal from this Agreement subject to each of the following conditions:

1. Withdrawal shall be authorized by the appropriate municipal authority of the withdrawing member municipality.
2. The withdrawing member municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the Board's budgetary year.
3. At or prior to the time of withdrawing, the withdrawing member municipality shall pay the entire amount of its outstanding obligations incurred pursuant to this Agreement.
4. And if required, with written consent from Maine Department of Transportation.

ARTICLE 10 – FILING OF AGREEMENT

This Agreement shall take effect upon the filing of executed copies of this Agreement with the clerks of Topsham, Bowdoinham, Richmond and Gardiner and the Secretary of State, which shall be filed after adoption by the appropriate municipal authorizes of said municipalities.

ARTICLE 11 –CERTIFICATION

We, the undersigned duly elected and authorized officials, hereby approve this Agreement creating the Merrymeeting Trail Board of Supervisors on the terms and conditions stated in this Agreement.

TOWN OF TOPSHAM

By _____ Date _____
Its: _____
Duly Authorized

By _____
Its: _____
Duly Authorized

Date _____

TOWN OF BOWDOINHAM

By _____
Its: _____
Duly Authorized

Date _____

RICHMOND

By _____
Its: _____
Duly Authorized

Date _____

CITY OF GARDINER

By _____
Its: _____
Duly Authorized

Date_____

This Interlocal Agreement was filed with the Secretary of State on this ____day of _____, 2015, between the Town of Topsham, Town of Bowdoinham, Town of Richmond, and City of Gardiner.