

Committee Agreement Pondicherry Park Stewardship Committee

WHEREAS, Loon Echo Land Trust, Inc. ("LELT") conveyed certain lots or parcels of land in the Town of Bridgton, Cumberland County, Maine ("Pondicherry Park") to the Town of Bridgton ("Town"), by deed dated June 27, 2012 and recorded in the Cumberland County Registry of Deeds;

WHEREAS, said deed reserved to LELT a perpetual conservation easement ("Conservation Easement") protecting Pondicherry Park, dated June 27, 2012 and recorded in the Cumberland County Registry of Deeds;

WHEREAS, the Conservation Easement provides for the execution of a committee agreement in order to establish the Pondicherry Park Stewardship Committee ("Committee"), and this agreement ("Committee Agreement") hereby fulfills said requirement;

WHEREAS, Lakes Environmental Association ("LEA") has collaborated with LELT and the Town in the acquisition of and planning for the Pondicherry Park project;

NOW THEREFORE, in consideration of the mutual promises exchanged in this Committee Agreement, the parties hereby agree as follows:

1. PURPOSES

The Purpose of the Committee is to develop and amend the Pondicherry Park Management Plan ("Management Plan") and implement the management activities, all in accordance with the terms and restrictions of the Conservation Easement, under the direction of the Town of Bridgton.

2. APPOINTING MEMBERS

2.1. The following organizations and entities are designated as the Appointing Members ("Appointing Member");

2.1.1. **Loon Echo Land Trust, Inc.**, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC), having a mailing address of 8 Depot Street, Suite 4, Bridgton, Maine 04009; and;

2.1.2. **Lakes Environmental Association**, a Maine nonprofit corporation qualified as exempt from federal income tax under Section 501(c)(3) of the IRC, having a mailing address of 230 Main Street, Bridgton, Maine 04009; and

2.1.3. **Town of Bridgton**, a body corporate and politic organized and operating under the laws of the State of Maine, with a mailing address of Three Chase St., Suite 1, Bridgton, Maine 04009.

- 2.2. Additional Appointing Members may be admitted upon unanimous approval of the then current Appointing Members.

3. COMMITTEE COMPOSITION

- 3.1. Committee Members. LEELT and LEA shall each have the right to appoint up to one (1) individual, and the Town shall have the right to appoint up to three (3) individuals, to serve as regular committee members ("Committee Members") for all purposes of conducting Committee business.
- 3.2. Alternate Committee Members. Each Appointing Member shall also have the right to appoint up to one (1) alternate member ("Alternate Committee Member") and shall, by approval of the Chairperson, vote in the absence of the Committee Member until adjournment of that meeting.
- 3.3. Subcommittees. The Committee may establish subcommittees ("Subcommittee") as working groups to help accomplish its Purposes. All Subcommittees are required to bring their recommendations to the Committee for approval. Subcommittees may have as many members as the Committee deemed necessary, however, should there be more than two (2) persons on a Subcommittee, all agendas must be posted seven (7) days in advance of their meeting (as described in Section 3.3.11) with a public record created within ten (10) days after the meeting (as described in Section 3.3.9).

4. COMMITTEE ADMINISTRATION

- 4.1. Terms. At the time this Committee Agreement is implemented and the Committee is formed, each Committee Member shall be assigned to serve a one (1), two (2) or three (3) year term. Such terms shall be assigned to each Committee Member by a random drawing and at least one (1) of the Town's designated Committee Members shall initially serve the one (1) year term. The other terms to be assigned at random include two (2) year terms and three (3) year terms. At the expiration of these assigned terms, each successive Committee Member shall be appointed for a term of three (3) years.
- 4.2. Voting. The Committee shall make their decisions by a majority vote of at least sixty (60) percent of the total number of Committee Members considered present at the meeting.
- 4.3. Chairperson. The Committee shall elect a Chairperson ("Chairperson"), Vice Chairperson and a Recorder ("Recorder") to serve for a term of one (1) year.
- 4.4. Quorum. Sixty (60) percent of the total number of Committee Members shall be required to constitute a quorum for the transaction of Committee business at any meeting. If a quorum is not present when a duly called or held meeting is convened, the Chairperson may appoint the designated Alternate Committee Member to serve until adjournment of that meeting. Committee Members using an integrated audio-visual interactive media may be considered present for the purposes of establishing a quorum and voting.
- 4.5. Meetings. Meetings of the Committee shall be open to the public. The Committee shall hold at least four (4) quarterly meetings per calendar year.
- 4.6. Recording. The Recorder shall maintain the public record of the meetings of the Committee and such public record shall be made available to the public within ten

(10) calendar days after the date of the meeting. Such recordings shall include the date, time and location of the meeting; persons present; motions made and resulting vote (initialing the first and last name of the dissenting voter(s)); time adjourned; and any other information that is appropriate, with sufficient detail to adequately describe the key points of the issues and basis for recommendations or decisions made.

4.7. Reporting. The Committee, preferably through the Chairperson, shall provide a written or verbal executive summary of the Committee's activities to the Select Board following each meeting of the Committee.

4.8. Right To Know Law- All meetings of the Committee and Subcommittee (if greater than two (2) persons) shall be subject to the Right to Know Law (Freedom of Information Act) with agendas to be posted at least seven (7) days in advance of the meeting.

5. COMMITTEE RESPONSIBILITIES

5.1 The Committee and any assigned Subcommittees shall be responsible for the following tasks, activities and goals. Such tasks, activities and goals include but are not limited to the following:

- Assure the implementation of the Management Plan,
- Oversee the voluntary efforts within and for Pondicherry Park,
- Maintain public information on Pondicherry Park issues,
- Develop and assist in Pondicherry Park related fundraising activities,
- Record and report the status of work to the Select Board at least quarterly,
- Record and report any violations within Pondicherry Park to the appropriate authorities,
- Keep current on all park and recreational related management activities for similar parks,
- Recommend additional activities and projects to the Select Board for authority to proceed.

6. REVIEW OF COMMITTEE AND COMMITTEE MEMBERS

6.1 Committee Review. The Appointing Members, together, shall review and evaluate the effectiveness of the Committee at anytime, but not less than every five (5) years. The review and evaluation shall include consideration of the Committee size; the scope of its assigned responsibilities; and the overall performance and achievement of the responsibilities. After such review, the results shall be reported to the Select Board prior to making any changes or amendments to this Committee Agreement.

6.2 Committee Member Review. The Committee shall review the performance of its individual Committee Members annually by using a self assessment tool to assure each individual Committee Member's continued participation, effectiveness and success on the Committee. Such self assessment tool shall take into consideration the removal of any Committee Member who has more than three (3) unexcused absences annually. All review results shall be provided to the Select Board within ten (10) days after the review. If the Select Board believes action should be taken to remove a Committee Member, the Select

Board shall call a meeting of the Appointing Members and such Committee Member may be removed by a unanimous approval of then said Appointing Members.

7. CONFLICT RESOLUTION

7.1. The Appointing Members recognize the need to establish a procedure that permits the resolution of conflicts that may arise amongst the parties as to the roles, responsibilities and interpretations of the Committee Agreement and operations of Pondicherry Park. To that extent the following has been established:

- 7.1.1. Conflicts amongst the Committee Members shall be directed to the Select Board for resolution.
- 7.1.2. Conflicts between the Committee and the Select Board shall be directed to the Select Board.
- 7.1.3. When conflicts amongst the Appointing Members require a third party intervention, the costs shall be split equally amongst the Appointing Members.

7.2. The selection of a third party to either hear an appeal by any of the Appointing Members or to mediate a resolution shall include contacting the Maine Municipal Association (MMA) to determine if they will provide a neutral third party. Absent of the MMA providing a person, the parties may contact a mediation group recommended by the MMA or a similar group such as the American Arbitration Association in the attempt to select a third party by other mutually agreeable means to avoid a protracted legal disagreement.

8. COORDINATION WITH MANAGEMENT PLAN AND CONSERVATION EASEMENT

8.1. Notwithstanding any part of this Committee Agreement, the Town is responsible for enforcement of laws in Pondicherry Park, and abiding by the terms of the Management Plan and the Conservation Easement.

8.2. Notwithstanding any part of this Committee Agreement, LETL has the unilateral right to monitor and enforce the terms of the Conservation Easement in accordance with the terms of Paragraph 9 thereof.

9. FINANCIAL MATTERS

9.1. Adequate funds to meet the relevant terms of the Conservation Easement and Management Plan are a critical component to the success of Pondicherry Park. The Town of Bridgton will be diligent in its annual recommendation to the Annual Town Meeting to secure appropriate funding for annual maintenance and management.

10. LEGAL STATUS

10.1. This Committee Agreement shall not be deemed to create any general relationship of agency, partnership, or joint venture among the parties hereto, and Appointing

Members shall make no such representation to anyone. The Committee shall exist as a standing committee of the Town.

11. AMENDMENT

11.1. This Committee Agreement will be reviewed by the Appointing Members from time to time and may be amended by a majority vote of the Appointing Members.

12. MISCELLANEOUS


12.1. This Committee Agreement may be separately signed in counterpart originals.

IN WITNESS WHEREOF, the Members, by their duly authorized representatives, have signed and sealed this Committee Agreement as of the dates indicated below.

MEMBERS:


Loon Echo Land Trust, Inc.

June 24, 2012
Date


By: Norman Nielsen
Its: President

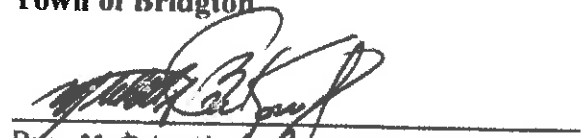
Lakes Environmental Association

June 24, 2012
Date


By: Peter Lovell
Its: Executive Director

Town of Bridgton

June 27, 2012
Date


By: Mitchell Berkowitz
Its: Town Manager

