

CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT

THIS CASCO BAY TRAIL BOARD OF SUPERVISORS INTERLOCAL AGREEMENT (the “Agreement”) is made by and between the signatories hereto, acting by and through their governing bodies, which signatories shall include at least three of the following Maine municipalities: Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn (each signatory, individually, a “Party” and, collectively, the “Parties”).

WITNESSETH

WHEREAS, on June 20, 2025, the Governor signed into law LD 30, Resolve, to Direct the Department of Transportation to Implement the Recommendations of the Portland to Auburn Rail Use Advisory Council (“Resolve”), authorizing an interim bicycle and pedestrian trail on state-owned inactive existing railroad track between the City of Portland and the City of Auburn, from mile marker 1.7 in Portland to mile marker 26.5 in Auburn (the “Casco Bay Trail”); and

WHEREAS, the state-owned railroad corridor extends from Portland to Auburn, linking two of the largest metropolitan areas in the state; and

WHEREAS, the corridor connects places of beauty in the region, crossing the Royal River in Auburn and New Gloucester, abutting Chandler Brook in North Yarmouth, crossing back over the Royal River in Yarmouth, running parallel to the coast in Cumberland, passing over the Presumpscot River in Falmouth, and ending at the Portland terminus in Casco Bay; and

WHEREAS, developing a multi-use interim trail along this corridor would allow people to safely commute and recreate in a traffic-separated corridor, reduce traffic and carbon emissions, spur economic growth, and improve public health and community life; and

WHEREAS, the Parties desire to enter into this Agreement for cooperative action pursuant to the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, to create the Casco Bay Trail Board of Supervisors

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 – PURPOSE

1.1 The purpose of this Agreement is to facilitate discussion among the Member Municipalities and Associate Members (defined below) regarding the Casco Bay Trail; to establish a collaborative governance framework to plan, design, construct, and maintain the Casco Bay Trail and related facilities and trails; and to collaborate with the Maine Department of Transportation, members of the community, and other stakeholders with respect to each of these goals.

1.2 This Agreement is made pursuant to the authority granted to the Parties by the Maine Interlocal Cooperation Act, 30-A M.R.S. §§ 2201-2208, (the “Act”). The Parties hereto are public agencies within the meaning of the Act.

ARTICLE 2 – ADMINISTRATION

A. Member Municipalities

2.1 **Minimum Municipal Participation Required.** The municipalities of Portland, Falmouth, Cumberland, Yarmouth, North Yarmouth, Pownal, New Gloucester, and Auburn, each of which appointed representatives to the Portland to Auburn Rail Use Advisory Council, which met from April 2022 to January 2023, are referred to herein as the “RUAC Municipalities.” This Agreement shall not take effect unless it is approved by the governing bodies of at least three RUAC Municipalities and an executed copy of this Agreement is filed with the Maine Secretary of State by September 1, 2026 (the “Effective Date”).

2.2 **Additional Municipal Participation Allowed.** After the Effective Date, additional municipalities may become parties to this Agreement as follows:

2.2.1 A RUAC Municipality that is not a Party as of the Effective Date shall become a party to this Agreement immediately upon approval of this Agreement by its legislative body, without further action by any other Party. The RUAC Municipality shall deliver an attested copy of the approval to the Fiscal Agent (defined below).

2.2.2 Any Maine municipality other than the RUAC Municipalities may become a party to this Agreement by written amendment to this Agreement upon (i) approval the municipality’s governing body, (ii) a majority vote of the Board of Supervisors (defined below), and (iii) filing of an executed copy of the amendment to this Agreement with the Maine Secretary of State.

2.3 **Member Municipalities.** Any municipality that is made a party to this Agreement by operation of Paragraphs 2.1, 2.2.1, or 2.2.2 is a “Member Municipality.”

B. Administrator—Board of Supervisors

2.4 **Formation.** A board is hereby created and is designated as the Casco Bay Trail Board of Supervisors (hereinafter “Board”), which shall be the joint board and administrative entity created pursuant to 30-A M.R.S. § 2203(3)(A) for the undertaking contemplated in this Agreement.

2.5 **Supervisors.** The municipal officers of each Member Municipality shall appoint one voting supervisor and one alternative supervisor, who shall, in all cases, be municipal officers, municipal officials, or employees of the municipality. Both voting supervisors and alternate supervisors may attend and participate in Board meetings. Each municipality shall have one vote. Alternate supervisors shall only vote and be counted for purposes of quorum if the voting supervisor from their municipality is absent or unable to vote. Voting supervisors and alternative supervisors shall serve at the pleasure of their respective appointing authority.

2.6 **Associate Members.**

2.6.1 Upon invitation of the Board, one representative from each of the Greater Portland Council of Governments, the Androscoggin Valley Council of Governments, and the Casco Bay Trails Alliance (the “Associate Members”) may serve as a non-voting Board representative on the Board. Additionally, any RUAC Municipality that is not a Party to this Agreement may appoint a representative to serve as an Associate Member without voting privileges. Each Associate Member shall appoint their respective representative.

2.6.2 Representatives of Associate Members shall be permitted to attend and participate in any meetings of the Board, but may not vote and are not counted for purposes of quorum. The representative of an Associate Member may be delegated, by a majority vote of the Board and subject to the Associate Member’s consent, any of the Board’s powers and duties, including serving as the Fiscal Agent or otherwise assisting with the administration of this cooperative undertaking. Associate Members may enter into contracts with the Board to provide any functions, programs, or services deemed necessary or prudent to achieve the objectives of this Agreement.

2.6.3 The Board may adopt procedures to allow other municipalities, state or federal agencies, or nonprofit corporations that are not parties to this Agreement to become Associate Members.

C. Governance; Meetings of the Board

2.7 The Board supervisors shall provide a means for electing a Chair and such other officers as deemed necessary and shall define the number of Board supervisors necessary to constitute a quorum. Alternate supervisors and Associate Member representatives may not serve as Board officers.

2.8 The Board supervisors may adopt by-laws and may establish rules of procedure and policies for the operation and administration of the Board.

2.9 All meetings and records of the Board shall be governed by the provisions of the Maine Freedom of Access Act (1 M.R.S. §§ 400-521, as may be amended).

ARTICLE 3 – DUTIES AND POWERS OF THE BOARD

3.1 The Board shall have all the duties and powers, privileges, and authorities granted to it by the Act, and may exercise such powers to accomplish the following:

- a. Facilitate, assist, and oversee the planning, design, construction, and maintenance of the Casco Bay Trail.
- b. Create and implement policies to achieve the purposes of this Agreement.
- c. Develop and adopt rules for the use of the Casco Bay Trail.
- d. Update and make recommendations to Member Municipalities.
- e. Develop a long-range work plan and an annual work plan based on the long-range plan.
- f. Develop and administer an annual budget subject to Article 4
- g. Accept and coordinate in-kind services.
- h. Pursue and accept conditional and unconditional gifts, grants, and donations, outright or in trust. Conditional gifts requiring ongoing commitment of funds must be authorized by a two-thirds vote of the full Board.
- i. Accept funds from state, federal, and other sources.
- j. Enter into agreements with Member Municipalities.
- k. Negotiate and execute contracts to purchase goods and services.
- l. Work with Maine Department of Transportation, other state agencies and departments (such as the Maine Department of Conservation), the National Park Service and other federal agencies and departments,

- regional planning entities, local governments, nonprofit organizations, and members of the public to fulfill the purposes of this Agreement.
- m. Employ personnel.
 - n. Hold and dispose of personal property and real estate, including by sale or lease, transferred to or from or administered by the Board.
 - o. Invest funds in accordance with 30-A M.R.S. §§ 5706-5719.
 - p. Establish, maintain, and expends funds from a reserve or contingency fund.
 - q. Administer the day-to-day operations of this cooperative undertaking.
 - r. Track and record data, submit reports, and otherwise ensure compliance with the terms and conditions of this Agreement, any grant agreements, and any other contracts entered into by or on behalf of the Board or its Member Municipalities in furtherance of this cooperative undertaking.
 - s. Carry out any other responsibilities that are necessary or appropriate to fulfill the purposes of this Agreement.

ARTICLE 4 – MANNER OF FINANCING

4.1 **Fiscal Year.** The Board shall operate on a July 1 to June 30 fiscal year.

4.2 **Funding Sources.** The activities of the Board may be financed from any of the following sources: (i) state or federal funds; (ii) assessments of local contributions on Member Municipalities, subject to this Article 4; (iii) membership or other fees collected from Member Municipalities, Associate Members, and third-party users of the Casco Bay Trail; (iv) donations, charitable or governmental grants, or similar funding sources, as the Board deems appropriate; and (v) any other funding source or miscellaneous revenue approved by the Board.

4.3 **Annual Operating Budget.** The Board shall prepare and approve an annual operating budget to fund the Board's activities for the following fiscal year. The budget shall include all anticipated revenues and all costs associated with funding the Board's activities. Prior to preparing the first annual operating budget, the Board shall adopt a policy describing the manner of financing this cooperative undertaking, which shall be binding upon the Parties and which shall contain, at minimum, (i) the cost-sharing arrangement as between the Parties, if any, and (ii) the process and timeline for preparing, approving, and implementing the annual operating budget.

4.4 **Prior Authorization Required for Municipal Funding.** If the Board proposes, as part of any annual operating budget, to assess a contribution or fee on

any Member Municipality, the Board shall prepare and provide the proposed annual budget to each such Member Municipality using the process required by the Member Municipality and in such timeframe to allow the proposal to be considered by the governing and legislative bodies of each such Member Municipality as part of the Member Municipality's budget process for the next fiscal year.

4.5 Expenditure of Funds. All funds of the Board may be expended by the Board in a manner consistent with this Agreement, any applicable contracts and grant agreements, and state and federal regulations. Fund balances may, at the discretion of the Board, be used to reduce the Board's operating costs, be accrued in reserve and contingency funds, or be equitably credited or rebated to each member Municipality. Anticipated carryover funds at the end of a fiscal year may be returned to the Board to support its continued growth and reduce Member Municipality costs in succeeding fiscal years.

4.6 Invoices; Payments Due. The Board shall determine the process, schedules, and deadlines related to invoicing and payments due consistent with this Agreement and applicable law.

4.7 Fiscal Agent. The Board may enter into an agreement with a Member Municipality or Associate Member to act as the fiscal agent of the Board ("Fiscal Agent"). The Fiscal Agent, under the direction of the Board, shall maintain the accounts of the Board, including without limitation its operating budget accounts; may contract for, purchase, and hold title to equipment and property on behalf of the Board; and shall perform any other functions concerning the fiscal management of this cooperative undertaking. The Fiscal Agent shall accept, account for, and disburse funds in accordance with the terms of this Agreement and the Board's policies.

4.8 Personnel. To the extent the Board determines that this cooperative undertaking requires or benefits from having personnel, the Board may enter into an agreement with a Member Municipality, an Associate Member, or the Fiscal Agent to serve as the employer for the Board. The employer shall have all authority under applicable law to hire, evaluate, discipline, non-renew, lay off, or terminate employees serving the Board. In making such employment decisions, the employer shall solicit and consider the recommendations of the Board.

ARTICLE 5 – PROPERTY

5.1 Unless otherwise provided by the Board, all real property and improvements acquired or developed pursuant to this Agreement shall be held by the municipality in which such property and improvements are located.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 Any dispute, controversy, or claim (“Dispute”) arising out of or relating to this Agreement shall be resolved as follows:

6.1.1 The parties to the Dispute shall negotiate in good faith and attempt to resolve the Dispute within 30 days after the date that an aggrieved party has given written notice of such dispute to the Board.

6.1.2 If the Dispute has not been resolved within 30 days, any party may serve written notice on the other parties to the dispute and on the Board a request for non-binding mediation. The mediation shall be conducted in Portland, Maine, by a mediator mutually agreeable to the supervisor representing the aggrieved party and the supervisors representing the other parties to the dispute and shall not exceed one full day or two half days in length, and shall be completed within 60 days from the date of receipt of a request for mediation. The aggrieved party shall be responsible for the costs of the mediator. If the aggrieved party and the supervisor(s) representing the other party to the dispute are unable to resolve the dispute through mediation within 60 days, the parties and the Board reserve the right to file a civil action in a court of competent jurisdiction located in Cumberland County or Androscoggin County, Maine.

6.1.3 Unless otherwise directed by the Board, the Municipal Members shall continue performance under this Agreement while matters in dispute are being resolved.

ARTICLE 7 – TERM, AMENDMENT, TERMINATION

7.1 The term of this Agreement shall be 20 years (the “Term”), commencing on the Effective Date.

7.2 This Agreement may be amended by mutual written agreement of the Member Municipalities.

7.3 This Agreement may be terminated and the Board dissolved by a two-thirds vote of the full Board. Prior to termination and dissolution, the Board, by written agreement, shall make suitable provision for the equitable division among the

Member Municipalities of the assets and liabilities of the Board, if any, in accordance with any grant agreements, any bylaws or policies adopted by the Board, and any limitations on funds contributed by the Member Municipalities.

ARTICLE 8 – WITHDRAWAL OF MEMBER MUNICIPALITIES

8.1 A Member Municipality may withdraw from this Agreement at the end of a fiscal year subject to each of the following conditions:

- a. Withdrawal shall be authorized by the governing body of the withdrawing Member Municipality.
- b. The withdrawing Member Municipality shall give written notice of its intent to withdraw at least ninety (90) days prior to the commencement of the fiscal year.
- c. At or prior to the time of withdrawing, the withdrawing Member Municipality shall comply with any outstanding obligations incurred pursuant to this Agreement that have been previously authorized by the Member Municipality's budgeting process pursuant to Article 4.
- d. The withdrawal shall be effectuated by amendment to this Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Maine.

9.2 If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby, but the Parties shall negotiate in good faith to amend this Agreement so as to effect the original intent of the Parties as closely as possible.

9.3 This Agreement contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or written, between the Parties at the time of execution of this Agreement.

9.4 Nothing in this Agreement shall be construed to or operate in any practical effect to waive any defense, immunity, limitation of liability, limitation of actions, or other protections available to each Party hereto or any RUAC Municipality or other Maine municipality that becomes a party to this Agreement after the Effective Date

pursuant to applicable law, including the Maine Tort Claims Act, 14 M.R.S.A. § 8101, *et seq.*

9.5 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be duly executed by their duly authorized representatives who, by their signatures below, attest that they have the power and authority to bind their respective Party.

CITY OF AUBURN

By: _____
Its: _____

Date: _____

CITY OF PORTLAND

By: _____
Its: _____

Date: _____

TOWN OF CUMBERLAND

By: _____
Its: _____

Date: _____

TOWN OF FALMOUTH

By: _____
Its: _____

Date: _____

TOWN OF NEW GLOUCESTER

By: _____
Its: _____

Date: _____

TOWN OF NORTH YARMOUTH

By: _____
Its: _____

Date: _____

TOWN OF POWNAL

By: _____
Its: _____

Date: _____

TOWN OF NORTH YARMOUTH

By: _____
Its: _____

Date: _____