AN INTERMUNICIPAL AGREEMENT FOR THE PROVISION OF AQUATIC NUISANCE PLANT CONTROL BETWEEN THE TOWNS OF TUFTONBORO, MOULTONBOROUGH, & WOLFEBORO

This agreement is made and entered into, pursuant to RSA 53-A, by and between the TOWNS OF TUFTONBORO, MOULTONBOROUGH, and WOLFEBORO (individually the "Town" and collectively the "Towns") and each understands and agrees to the commitments, terms and conditions contained in this Intermunicipal Agreement (the "Agreement").

WHEREAS, the Towns have frontage on Lake Winnipesaukee and each Town contains within it other common or individual bodies of water; and

WHEREAS, each of the Towns have identified the invasive plant commonly known as variable milfoil and other aquatic nuisance plants (the "Nuisance") within these bodies of water; and

WHEREAS, the Towns have determined that this threat to our environment also poses a substantial threat to our local economy and the preservation and maximization of land values and our property tax base; and

WHEREAS, the Towns have determined that it is in their common interests to address this threat; and

WHEREAS, the Towns have determined that the most cost-efficient means to address this threat is through common ownership of certain equipment and the use of common vendors,

NOW THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, do we agree as follows:

1.) Purpose

The purpose of this Agreement is to provide for an ongoing structure for planning, information sharing, purchasing capital equipment, and securing common vendors to realize a cost effective means of attacking and controlling the Nuisance.

2.) Term:

This Agreement shall be effective upon its review and approval by the Attorney General under RSA 53-A: 3, V; and the filing with the Municipal Clerk of each Town, and with the Secretary of State under RSA 53-A: 4 or September 1, 2010 whichever shall last occur. This Agreement shall end on September 30, 2015 unless otherwise extended or terminated as set forth herein.

3.) Administration:

This Agreement shall be administered by a joint board of representatives from the member communities (collectively the "Joint Board") which shall exercise all of the herein stated powers, duties and responsibilities. This Agreement does not establish a separate legal entity to conduct this undertaking.

3.1 Membership: Each Town shall appoint two permanent members, one of whom shall represent their respective Executive branch and one of whom shall be a citizen at large. The Town may each appoint one alternate who shall be authorized to participate and vote in the absence of either of their permanent members.

3.2 Term of Office: Each member shall serve at the pleasure of the appointing authority.

3.3 Officers: At its first meeting, and then annually thereafter during the month of June, the Joint Board shall elect a Chairman, who shall prepare an agenda, preside at meetings, and act as spokesman for the Joint Board when so authorized, and a Clerk who shall give notice of all meetings, record all proceedings, act as the keeper of the records, and act as Chairman in the absence of the Chair. These two officers are eligible for re-election but may not be from the same Town.

3.4 Meetings: The Joint Board shall hold such meetings as it shall determine to be appropriate, at such time and place as shall determine. It shall notice and conduct the same pursuant to the requirements of RSA 91-A. The Joint Board shall hold at least one meeting quarterly. It shall provide copies of minutes of its meetings to the Governing Body of each Town within a reasonable time after they are prepared.

3.5 Quorum & Voting: At least one half of the membership of the Joint Board must be present to constitute a Quorum to transact business. Each member of the Joint Board shall be entitled to cast one full and undiluted vote. A majority of those present shall be required to approve all actions of the Joint Board.

3.6 Annual Report: The Joint Board shall issue an annual report on its operations and finances, no later than January 15th of each year, to the Governing Body of each Town.

3.7 By-laws & Rules of Procedure: The Joint Board may adopt such additional By-Laws and rules of procedure for the conducting of its business as it shall deem in its best interests.

4.) Contracts, Property and Financial Accounts

4.1 Finances: In order to provide for the administration of the Agreement the Joint Board shall designate one of the member towns as its fiscal agent, and such fiscal agent shall establish a special revenue fund to accept revenues from the Towns,

individuals, corporations or entities whose intent it to provide for the furtherance of the Agreement. The designated fiscal agent town shall maintain said fund on behalf of the Joint Board and maintain accurate and comprehensive records of revenues received and expenses paid out. Financial statements shall be issued to all Municipalities on a quarterly basis. An annual audit shall be performed by an independent CPA.

Each Town shall individually pay any legal or other costs it incurs in the preparation and establishment of this Agreement. Subsequent expenses shall be paid out of the assets of the Joint Board. Each Town shall pay, individually and directly the costs it incurs for the costs of any common vendors.

4.2 Budget: The Joint Board shall annually establish and maintain a budget to carry out the purposes of this Agreement. The Joint Board shall develop a budget and deliver same to the Governing Body of each Municipality on or before October 30 of each year of this Agreement. Upon approval of the budget by the Municipalities, the members of the Joint Board are hereby authorized to administer and maintain the budget in a manner consistent with the purposes of this Agreement.

4.3 Property: The Joint Board may not acquire real property but it may acquire personal property. Any such personal property used in this joint undertaking shall be acquired and held in the name of the Joint Board. The real property may only be used within the Towns for the purposes established herein and consistent with a DES approved five year management plan for the treatment of the Nuisance. The personal property may be leased to a third party to fulfill the purposes of the Agreement. All personal property shall be disposed of in accordance with the general laws of the State of New Hampshire and with the most stringent of the applicable votes, rules, regulations and By-Laws of the Towns. Upon disposition of the property the proceeds shall be deposited into the special revenue fund established herein.

4.4 Contracts: The Joint Board may enter into contracts to retain the services of legal counsel, biologists, accountants, engineers, and other professionals as required. It may enter into any public/private partnerships and agreements and take such other actions as are as appropriate to and consistent with fulfilling the purposes of this Agreement. Such contracts, partnerships and agreements may not bind the Towns other than to the extent they may be fulfilled with the assets held by the Joint Board or provide an option for the Towns to acquire services individually at given rates.

4.5 Distributing of Assets: Any assets or funds remaining upon termination shall be distributed among the Towns in accordance with their original contributions to the cost of personal property acquired hereunder.

5.) Extensions, Termination & Withdrawal

This Agreement may be terminated at any time by unanimous consent of the Towns. This Agreement may be extended for a second term of five years by unanimous consent

of the Towns given and appended in the same manner as this original Agreement was executed.

Should any Town procure a similar service to that provided under such mutual and optional contracts then the remaining Towns may, after having given notice and opportunity to cure the breach, by a unanimous vote of the said remaining Towns, terminate the participation of the Town failing to participate in the cooperative.

Any Town may withdraw from this Agreement if it shall deliver notice to the other Towns no later than October 1 of any given year. This Agreement shall continue in full force and effect as to the remaining Towns.

In the case of such expulsion or withdrawal the subject Town shall have no right to a distribution of proceeds until such time as the assets acquired hereunder are disposed of and then to no more than their initial deposit into the fund to purchase capital equipment. In exchange thereof the subject Town may propose, and the remaining Towns may agree by unanimous consent, an early payout which, having been made, shall be full satisfaction of any claims the subject Town may have against the Joint Board and its assets.

6.) General Conditions:

6.1 Additional Members: Additional Towns may be admitted by a vote of two thirds (67%) of the Towns who are signatories to this Agreement as of the date of the application of the prospective member Town.

6.2 Principal Place of Business: The initial principal place of business of the Joint Board shall be c/o Town of Wolfeboro at the address listed below.

6.3 Notices: All notices under this Agreement shall be in hand or by prepaid first class mail. Each such notice shall be presumed to have been received on the date of hand delivery or three days after the posting of the same at a facility of the United States Postal Service. They shall be sent to the attention of the Chairman of the Board of Selectmen of each Town as follows:

Town of Moultonborough
PO Box 139
Moultonborough, NH 03254

Town of Tuftonboro
PO Box 98
Center Tuftonboro, 03816

Town of Wolfeboro
P. O. Box 629
Wolfeboro, NH 03894

7.) Severability:

If any section, paragraph, term or provision of this Agreement is determined to be illegal, invalid or unconstitutional by any Court of competent jurisdiction or by any State or federal agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Agreement or any renewal or renewals there.

8.) Complete Agreement:

This Agreement constitutes the complete understanding between the parties and replaces any memorandums of understanding, drafts, letters of intent or oral statements which may have been relied upon in understanding the intent of the Agreement and how it is to be implemented. This Agreement may be amended only in the same manner as originally executed and by a unanimous vote of the Towns who are signatories to this Agreement.

IN WITNESS WHEREOF, the governing body of each Town has executed this Agreement, by formal resolution of record attached hereto, on behalf of the Towns of Tuftonboro, Moultonborough and Wolfeboro, New Hampshire.

TOWN OF WOLFEBORO

By Linda T. Murray
Chairman, Board of Selectmen

Date: June 16, 2010

TOWN OF MOULTONBOROUGH

By
Chairman, Board of Selectmen

Date: JUL 1, 10

TOWN OF TUFTONBORO

By Carolyn Sundquist
Chairman, Board of Selectmen

Date: 6/28/10