

# *CONFIDENTIAL*

## MEMORANDUM OF UNDERSTANDING

Between

THE DAMARISCOTTA RIVER ASSOCIATION (DRA)  
and  
THE PEMAQUID WATERSHED ASSOCIATION (PWA)

To

EXPLORE COLLABORATIVE EFFORTS BETWEEN THE TWO ORGANIZATIONS IN PURSUIT  
OF THE ORGANIZATIONS' LAND CONSERVATION EFFORTS IN THEIR RESPECTIVE AND  
MUTUAL AREAS OF INTEREST

### **I. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a general working agreement between the Damariscotta River Association (DRA) and the Pemaquid Watershed Association (PWA) whereby the DRA and the PWA will work toward a collaboration to enhance the common missions and goals of land conservation, environmental education and preservation of water quality in the geographic areas currently served by the two organizations.

This MOU represents a non-legally binding expression of good faith intent for the DRA and the PWA to collaborate to minimize duplication of efforts, promote economies of scale and maximize efficient use of resources to improve ecosystems on the Pemaquid Peninsula and the Damariscotta River.

It is the intent of the DRA and the PWA to work cooperatively, in good faith; to act and plan collaboratively; to think and act strategically; and to work with openness and transparency toward creating a formal collaborative relationship of benefit to both organizations, their members, partners and the community.

## **II. Background**

Both DRA and PWA share a common interest in the conservation of land and water resources on the Pemaquid Peninsula and in the greater Damariscotta River Region.

Founded in 1966 as the Biscay Pond Association, PWA has worked since that time to “conserve the natural resources of the Pemaquid Peninsula through land and water stewardship and education”, becoming a land trust in 1988.

Today, PWA owns 14 preserves, has conservation easements on 14 properties in 6 towns and manages the Bristol Recreation Trail for the town of Bristol. The geographic focus of PWA’s land conservation efforts is the Pemaquid River Watershed, and its many other programs benefit the surrounding area as well. From Beachcomber’s Rest at Pemaquid Beach to Keep America Beautiful (KAB), LakeSmart and courtesy boat inspections along with water quality testing, among many other programs, PWA educates and serves communities beyond the boundaries of its watershed.

Seven years later, in 1973, DRA was founded to “preserve and promote the natural, cultural and historical heritage of the Damariscotta River and adjacent areas for the benefit of all”.

DRA now holds more than 40 properties in fee simple along with more than 40 conservation easements in eight towns. The land trust component of DRA’s work focuses on properties adjacent to the Great Salt Bay, Damariscotta River and John’s Bay, but has at times included properties as far east as Muscongus Bay and as far west as the Marsh River. Educational programs at DRA serve students from Old Orchard Beach to Lincolnville, more than 3,000 students in 2017. Volunteer programs from water quality testing to horseshoe crab monitoring and Trail Tamers engage more than 200 volunteers each year.

DRA and PWA have a long history of partnering to conserve critical lands, the high point of which was and continues to be the Crooked Farm project. In the early days, DRA and PWA had even co-located, sharing an office with DLWA as well.

Beginning in early October 2017, DRA and the PWA expressed a mutual interest in exploring a more formal arrangement of collaboration between the two organizations. The DRA and PWA therefore began a series of exploratory meetings.

On October 25, 2017, the DRA (represented by Steven Hufnagel, DRA Executive Director and Joel Russ, President of the DRA Board of Trustees) met with the PWA (represented by former PWA Executive Director, Jennifer Hicks, and PWA Board President, Sandi Day). The meeting concluded with a commitment to continue discussions toward some form of expanded collaboration.

On November 15, 2017, DRA and PWA held a second meeting, attended by Steven Hufnagel, Joel Russ, DRA Board Secretary, Carolyn McKeon, Sandi Day and PWA board members Mike Kane, Jim Hatch and Peter Lawrence.

It was agreed at that meeting that further discussions would be scheduled and that the DRA would draft an MOU that could, if approved by both organizations, serve as an outline for ongoing discussions and a potential formal working relationship between the two organizations.

### III. Agreement

The DRA and the PWA agree to work together to explore organizational structures that could enhance collaborative efforts between the two organizations, in support of their complementary land conservation missions, goals and programs.

The DRA and the PWA agree to undertake the following tasks in furtherance of the goal of achieving future collaboration and to complete these tasks within the time frames indicated:

A. To create a collaboration working group consisting of the President of the DRA Board of Trustees, the President of the PWA Board of Directors, the Executive Director of the DRA, a staff member of PWA as needed and at least two additional members of each organization's Board, with documentation that said representatives are the authorized and endorsed representatives of the respective boards for purposes of this exploration. (14 days)

B. To provide a complete description of each organization's history, mission, goals and programs. (14 days)

C. To develop a mutually agreed upon communications strategy to inform each organization's membership, supporters, partners, other stakeholders and the general public about this initiative. The communications strategy would include a press release that will be vetted and mutually agreed upon by the representatives of each organization. (14 days)

D. To examine the extent to which the two organizations' programs align. (30 days)

E. To develop a mutually acceptable common statement of purpose. (30 days)

F. To assess the sentiment of each organization's board of trustees/directors toward a potential collaboration and report the results of that assessment to the collaboration working group. (60 days)

G. To schedule reciprocal presentations to each Board of Trustees/Directors to provide information on the mission, goals and programs of each organization. (60 days)

H. To share the following organizational information with members of the collaboration working group: (60 days)

- (1) Most current year-end financial statements, along with other financial documents mutually agreed upon.
- (2) Program descriptions
- (3) A list of all conservation lands owned in fee simple
- (4) A list of all conservation easements
- (5) A current staffing plan, including staff functions
- (6) A list of the current Board of Trustees/Directors, including officers
- (7) A list of all committees
- (8) Copy of by-laws
- (9) Projects that are in the planning stages but not finalized, including potential land acquisitions and easements.

(10) Total number of members of each organization and the extent to which memberships overlap.

(11) List of other organizations with which the DRA and PWA are currently collaborating and the nature of those collaborations.

I. To research and examine a variety of collaboration models. (60 days)

J. To keep the boards of trustees/directors of each organization fully informed of this initiative;

K. To assess the sentiment of each organization's membership toward a potential collaborative relationship and to report the results of the assessment to the collaboration working group. (90 days)

L. To meet regularly and as necessary to share information and to assess the progress of discussions;

M. To schedule joint tours of each organization's properties. (90 days)

N. To treat discussions between the two organization in strict confidence. Should press regarding this process be deemed necessary by mutual agreement, press releases and related material shall be vetted and agreed upon by both organizations' representatives.

#### **IV. Exclusivity**

During these discussions and for as long as they occur, neither organization will engage in similar discussions with any other entity.

#### **V. Non-Disclosure**

The parties agree that the information required to be provided in this agreement will only be shared between the Board of Trustees of the DRA and the Board of Directors of the PWA. No other party will be provided with the information, unless agreed to by the boards of both organizations.

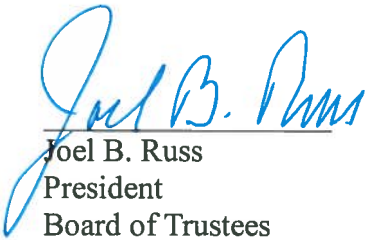
**VI. Effective Date**


This MOU will become effective upon signature by the President of the Board of Trustees of the Damariscotta River Association and the President of the Board of Directors of the Pemaquid Watershed Association and shall remain in effect until termination by either Party. Either Party may terminate this MOU upon 30 days written notice to the other party. Any changes to this MOU must be mutually agreed upon in writing.

**VI. Other MOUs**

There are no superseding MOUs on this topic between the parties hereto.

Seen and agreed to on this 19<sup>th</sup> day of January, 2018.

  
Joel B. Russ  
President  
Board of Trustees  
Damariscotta River Association

  
Sandi Day  
President  
Board of Directors  
Pemaquid Watershed Association

1/19/18  
(Date)

1/19/18  
(Date)