



**Stewardship Funds Provisions for  
City of Augusta-Kennebec Land Trust Contract re Howard Hill  
January, 2017**

1. **Definitions** As used in this Agreement, the following terms have the following meanings unless the context clearly indicates otherwise. All other capitalized terms used in this Agreement shall have the definitions given to them in the text of this Agreement.

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a. “Stewardship” means the responsibility to care for the land that is Howard Hill, the management of Howard Hill for the benefit of future generations, the identification of values of Howard Hill that are in need of protection and the ongoing management of resources to achieve the protection of those values, the development of goals, programs, and partnerships to protect Howard Hill and its resources, and prudent management of Stewardship Funds.

b. “Stewardship Account” means a separate bank account opened by and in the name of the City and used by the City exclusively for deposit, maintenance, and withdrawal of Stewardship Funds.

c. “Stewardship Committee” means the Committee established permanently by the City in accordance with Section [5] to oversee Stewardship.

d. “Stewardship Funds” means the Stewardship Payment and any other funds deposited in the Stewardship Account pursuant to Subsection [3(b)].

e. “Stewardship Payment” means the One Hundred Thousand Dollars (\$100,000) that KLT will pay to City for Stewardship in accordance with Section [2].

2. **Stewardship Payment.** KLT shall contribute One Hundred Thousand Dollars (\$100,000) to the City to support the City’s long-term stewardship of Howard Hill. KLT shall make the Stewardship Payment to the City as follows: (i) KLT shall pay Twenty-Five Thousand Dollars (\$25,000) to the City on the day KLT conveys Howard Hill by deed to the City; and (ii) KLT shall pay the remaining Seventy-Five Thousand Dollars (\$75,000) to the City on or before December 31, 2019. The City shall use the Stewardship Payment, and any other funds subsequently given by KLT to the City for Stewardship, exclusively for Stewardship in accordance with the terms of this Agreement.

**3. Stewardship Account.**

a. Promptly after receipt of the Stewardship Payment, the City shall deposit the Stewardship Payment in the Stewardship Account.

b. After the City's receipt of the Stewardship Payment, the City Council shall accept, from KLT and any third parties, any donation that the donor specifies shall be used for or is intended for Stewardship and the City shall deposit all such donations in the Stewardship Account; provided, however, that the City Council may decline to accept any such donations if the donor imposes a restriction on use of the donated funds and the City Council determines in its sole discretion that such restriction is impracticable or unduly burdensome.

c. The City may at any time deposit in the Stewardship Account any City funds, that is, funds of the City other than those donated to the City for Stewardship.

**4. Use of Stewardship Funds.**

a. The City shall use Stewardship Funds exclusively for Stewardship. The City, in its reasonable discretion, may use for Stewardship either the principal or the income from any monies deposited in the Stewardship Account. Nothing in this Agreement shall be deemed to prohibit the City from using monies other than Stewardship Funds for Stewardship.

b. At least thirty (30) days before the City spends any Stewardship Funds in excess of \$5,000 for Stewardship, the City shall notify the Executive Director of KLT of the proposed use for the Stewardship Funds to be spent and the amount of such funds to be spent and invite KLT's input regarding the proposed use of such funds. KLT acknowledges and agrees that any input it provides the City pursuant to this Subsection (b) shall not be binding on the City.

c. At the end of each fiscal year, the City shall inform KLT as to the current balance in the Stewardship Account.

**5. Decision-Making as to Stewardship.**

a. Stewardship Committee. Within sixty (60) days after KLT's conveyance of Howard Hill to the City, the City Council shall establish, and thereafter maintain permanently, a Stewardship Committee.

b. Establishment. In establishing the Stewardship Committee, the City Council, in its discretion, may either:

(1) Designate the Augusta Conservation Commission or its successor, or a committee of the Augusta Conservation Commission or its successor, to act as the Stewardship Committee, in which case one KLT volunteer and one KLT staff person appointed by the Executive Director of KLT shall also be members of the Stewardship Committee, provided, however, that the representatives of KLT shall have no voting rights and the attendance of the representatives of KLT at meetings of the Stewardship Committee shall be optional and shall not affect the existence of a quorum; or

(2) Designate a free-standing committee (i.e., other than the Augusta Conservation Commission or its successor) to be the Stewardship Committee, in which case the Stewardship Committee shall consist of four (4) people appointed by the Mayor, the Community Services Director or designee, the Chair of the Conservation Commission or designee, and at least one volunteer and one staff person appointed by the Executive Director of KLT; provided, however, that the representatives of KLT shall have no voting rights and the attendance of the representatives of KLT at meetings of the Stewardship Committee shall be optional and shall not affect the existence of a quorum.

c. Powers and Duties of Committee. The Stewardship Committee, under the Direction of the Community Services Director, shall serve as the entity that is accountable to the City for the Stewardship of Howard Hill. The Committee shall assist with the implementation of a property management plan for Howard Hill and with trail building, maintenance, and use policies and serve as a point of contact for trails.

d. Meetings. The Stewardship Committee shall meet at least twice each year and may meet at additional times as needed.

