

policies and decisions made by the Joint Board of Selectmen, affecting Joint Town operations. The Joint Board of Selectmen shall meet at the discretion of the Chairman or by agreement of a majority of Board members.

SECTION V.

REMEDIES

PART 1. BREACH.

A party shall be deemed to be in breach of this Interlocal Agreement if it fails to appropriate or make timely payment of its share of any costs, or if it fails to perform or comply with any of the provisions or conditions of this Agreement. The non-breaching member or members of the Joint Board of Selectmen shall give such a party written notice of the specific acts or omissions which constitute breach. A party so notified shall have thirty (30) days to remedy said breach. If the party fails to remedy said breach within the Notice Period or if it waives the Notice Period, the party or non-breaching member or members of the Joint Board of Selectmen shall have the power to submit the question of breach to the arbitration procedure established in Part 2 hereinbelow.

PART 2. ARBITRATION.

Subsequent to the Notice Period established in Part 1 hereinabove, either the non-breaching member or members of the Joint Board of Selectmen or a party under Notice of Breach may give written notice to the other requesting that the question of breach be submitted to a board of three (3) arbitrators. The non-breaching member or members of the Joint Board of Selectmen and the party under Notice of Breach shall within five (5) days of such request each select and name one arbitrator and shall immediately thereafter notify each other in writing of the name and address of the person so selected. The two (2) arbitrators so selected and named shall, within ten (10) days from such request, agree upon and select and name a neutral arbitrator. If either party shall not select its arbitrator or if the two (2) arbitrators shall fail to agree upon, select and name a neutral arbitrator within said ten (10) days, either party may request the American Arbitration Association to utilize its procedures for the selection of the neutral arbitrator, the three (3) arbitrators or if either party shall not have selected its arbitrator, the two (2) arbitrators as the case may be, shall meet with the parties or their representatives, or both, forthwith, either

jointly or separately, make inquiries and investigations, hold hearings, or take such other steps as they deem appropriate, provided however that the arbitrators' jurisdiction shall be limited to interpretation or application of the terms of this Agreement. If the neutral arbitrator is selected by utilizing the procedures of the American Arbitration Association, the arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrators may be received in evidence. The Arbitration Board shall by majority vote make written findings and tender a decision which, with the exception of fraud, shall be final and binding upon the Joint Board of Selectmen, the party under Notice of Breach and the other parties to this Agreement. Costs of arbitration proceedings shall be shared equally by the Joint Board of Selectmen and the party under Notice of Breach.

PART 3. WITHDRAWAL.

Any party by appropriate action of its legislative body may withdraw from this Agreement subject to the

following:

- 3.1 The withdrawing party shall give written notice of its intent to the Joint Board of Selectmen on or prior to 12 midnight, June 30 of any year, with the effective date of such withdrawal to be January 10 of the following year. Such party shall make any payments due during the notice period, through the end of that fiscal year ending January 10.

- 3.2 Upon the effective date of withdrawal, a withdrawing party shall lose all rights, privileges and interests to benefits, funds or property held by the Joint Highway Department or in common with the other parties except as set forth in this Agreement.

- 3.3 In the event of withdrawal by the employing municipality, the municipality of Castle Hill shall become the employing municipality, then Chapman.

- 3.4 In the event of withdrawal, see Appendices C and D, relating to excessive initial investment, which Appendices will help establish the parties' recovery of such balances in the event of termination or withdrawal, and shall become effective as of January 11, 1988.

SECTION VI.

MISCELLANEOUS PROVISIONS

PART 1. DURATION.

The duration of this Agreement shall be ten (10) years from the date of its execution as voted by the Legislative body of each party at Special Town Meetings held in Mapleton on December 16, 1991, in Castle Hill on December 19, 1991, and in Chapman on December 17, 1991, through the end of the following fiscal year ending January 10. A party may withdraw by vote of its Legislative body, on or before 12 midnight June 30 of each year. The withdrawal shall become effective as of January 10, of that following calendar year (the end of that current fiscal year). Termination of this Agreement may be accomplished by vote of at least two of the party's Legislative bodies, on or before 12 midnight June 30, to terminate the Agreement as of January 10 of the following calendar year (the end of that current fiscal year).

PART 2. ADOPTION

Adoption of this Agreement shall be subject to its ratification by the Maine Legislature and by Special Act of the Maine Legislature to enter into such an Interlocal Agreement.

PART 3. AMENDMENT

This Agreement may be amended from time to time by the Joint Board of Selectmen by approval of two-thirds vote of a quorum as outlined in Section III, Part 1, Subsection 1.3. Said amendment to be effective beginning the next fiscal year following adoption. Should amendment to this agreement be required by State Statute, in the future, said amendment shall require only a simple majority vote.

PART 4. TIME IS OF THE ESSENCE

NOTE WELL: The parties hereby agree that TIME IS OF THE ESSENCE to the terms and provisions of this Agreement. Notification of the intention to withdraw by any party must be made on or before 12 midnight of June 30. Failure to so notify the other parties accordingly, implies that the party will honor the Agreement until the end of the following fiscal year and be liable for it's share of Joint Expense.

PART 5. PRIOR AGREEMENTS AND/OR CONTRACTS

For the purposes of this agreement, the member towns hereby ratify and confirm all actions taken by said towns prior to the adoption of this Agreement pursuant to the terms of any agreements or contracts between said Towns in force and effective prior to the adoption of this Agreement.