

MEMORANDUM OF UNDERSTANDING

1. The Westborough Conservation Commission (referred to as the “Commission” in the balance of this document), agrees to enter into the following Memorandum of Understanding with the Westborough Community Land Trust, Inc, (referred to as “WCLT” in the balance of this document), a nonprofit, tax exempt corporation, with the mailing address of P.O. Box 838, Westborough, MA 01581.
2. This Memorandum of Understanding will be effective upon execution and will remain in effect until terminated by the Commission or WCLT, upon thirty (30) days written notice.
3. Any notice given under this Memorandum of Understanding shall be given in writing and shall be delivered by hand or certified mail to the Conservation Agent for the Commission and the Stewardship Chairman for WCLT.
4. WCLT agrees to maintain the Commercial and Umbrella insurance policies covering its volunteers on the properties, with the understanding that the WCLT shall not be liable for injuries, disabilities or deaths of the Town’s agents, contractors, or employees resulting from accidents on the property.
5. The parcels of land owned by the Conservation Commission (referred to the “properties” for the balance of this document) covered by this Memorandum of Understanding include all current and future parcels and easements allowing public access under the jurisdiction care and custody of the Conservation Commission.
6. The Commission recognizes WCLT as its agent for the purposes of carrying out the services set forth in this Agreement. In consideration for those services, the Commission grants WCLT, its members and volunteers, full access to the properties for stewardship purposes.
7. The WCLT agrees to assist in stewardship of the properties consistent with the interests of preserving the properties, their ecology, and natural resources, while permitting public access for passive recreation proposes, on such trails and areas of the properties the Commission deems appropriate for such purposes. The Commission may request specific work from WCLT as part of the stewardship activities and WCLT may request assistance from the Commission as needed. WCLT stewardship services may include but not be limited to:
 - a) Construction and maintenance of trails including bridging
 - b) Removal of trash from trails and conservation areas as appropriate
 - c) Construction and installation of informational signage including but not limited to trail blazes, trail signs, kiosks
 - d) Monitoring of properties as appropriate through volunteer stewards. Serious problems and infractions will be reported to the Conservation Agent and the Westborough Police as needed.
 - e) Removal of invasive species from the properties
8. WCLT will notify the Commission of any work that involves new construction or significant changes to the existing property, practices, trails or other infrastructure to the Commission for approval before proceeding with the effort. WCLT will provide a plan and or other documentation for such work as required by the Commission

9. WCLT and the Commission agree that any data collected about the properties shall be shared with the other party of this agreement.