

AGREEMENT

This Agreement made this _____ day of February, 2014, by and between the TOWN OF WINDHAM, a municipal corporation, of Windham, County of Cumberland and State of Maine (“Town”), and LITTLE SEBAGO LAKE ASSOCIATION, a Maine not-for-profit corporation, also of said Town, County and State (“Association”).

WITNESSETH:

WHEREAS, the Little Sebago Lake Association provides safety patrols on Little Sebago Lake and further participates in the State’s efforts to eradicate milfoil, an invasive water plant; and

WHEREAS, the Town of Windham wishes to encourage and support the work by the Association;

NOW THEREFORE, the parties hereto agree as follows:

1. The Town of Windham will provide fuel for the Association’s boats at its bulk price plus a small markup dedicated to the maintenance of the fuel storage and dispensing system, which price is the same that the Town charges to its municipal departments and the school district.
2. The Association agrees that said fuel will only be used for sanctioned safety patrols and its milfoil eradication efforts. Such patrols and eradication shall be conducted under the supervision of and/or in consultation with the Departments of Conservation and Inland Fisheries and Wildlife.
3. The Association will be billed monthly for the fuel and shall remit payment to the Town within fifteen (15) days of receipt of said bill.
4. The Association agrees that it is an independent contractor pursuant to this Agreement and that there is no employment or other relationship with the Town and it has all appropriate insurances, including workers compensation insurance and public liability insurance, to the extent required by law.

5. This Agreement shall commence on or about May 1, 2014 and expire on or about October 1, 2014 unless sooner terminated. The parties agree that they shall consult thereafter regarding renewal for additional years.

6. The Town reserves the right to terminate this Agreement at any time for any reason on fourteen (14) days written notice to the Association. This Agreement is conditioned on the Association providing evidence of its IRS Code, Section 501(C)(3) status prior to the commencement date and maintaining such status throughout the term of this Agreement. The Association shall notify the Town immediately in the event it loses such status while this Agreement is in effect.

7. This Agreement shall be construed according to the laws of the State of Maine and shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

WITNESS:

Town of Windham

By: _____
Anthony T. Plante
Town Manager

Little Sebago Lake Association

By: _____
Print Name: _____
Its: _____

01/15/2010 18:41 7739611

L1

PAGE 01

INTERNAL REVENUE SERVICE
P. O. BOX 2505
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 08 2004**

LITTLE SEBAGO LAKE ASSOCIATION INC
C/O JAMES E PHIPPS
ONE CITY CENTER
PORTLAND, ME 04101-0000

Employer Identification Number:
01-0437253
DLN:
17053180012044
Contact Person:
MICHAEL J HANSON ID# 31127
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170 (b) (1) (A) (vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 3, 1986
Contribution Deductibility:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c) (3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed information for Exempt Organizations Under Section 501(c) (3) for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Letter 947 (DO/CG)