

AGREEMENT

This Agreement made this ____ day of May, 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”).

W I T N E S S E T H:

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, Environmental Protection, and Inland Fisheries and Wildlife, Department of Public Safety, Cumberland County Sheriff’s Office or other agency of jurisdiction.

3. The Association agrees that said fuel will be dispensed, transported, and stored only in portable containers approved by the Maine Department of Environmental Protection, and will be secured by an authorized representative of the Association until its use for permitted purposes.

4. 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.

5. 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.

6. This Agreement shall commence on or about May ____, 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.

7. 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: _____