



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY

New England Water Science Center  
Maine Office  
196 Whitten Road  
Augusta, Maine 04330



September 5, 2014

Anthony Plante  
Town of Windham  
8 School Road  
Windham, Maine 04062

Enclosed are two copies of a fixed cost agreement for the on-going water quality monitoring of the Windham Aquifer from September 1, 2014 through September 1, 2015. If for any reason you do not wish to pay for the monitoring please me to let me know.

Please sign and return one copy of the agreement to the Maine Office. The second copy is for your records.

If you have any questions, please feel free to contact us.

Sincerely,

Gregory J. Stewart  
Data Section Chief  
207-622-8201 ext. 118  
gstewart@usgs.gov

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

Customer #: 6000001305

Agreement #: 15ENME0000000023 ALA

Project #: GC15LG200010000

TIN #: 01-6000440

Fixed Cost Agreement YES

**JOINT FUNDING AGREEMENT**

FOR  
WATER RESOURCES INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1st day of SEPTEMBER, 2014 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the TOWN OF WINDHAM, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation ON-GOING WATER QUALITY MONITORING OF THE WINDHAM AQUIFER herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
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  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$16,000.00	September 1, 2014		September 1, 2015
  - (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey  
United States  
Department of the Interior**

Town of Windham

USGS Point of Contact

Customer Point of Contact

Name: Gregory J. Stewart  
 Address: 196 Whitten Road  
 Augusta, Maine 04330  
 Telephone: 207-622-8201 ext. 118  
 Email: gstewart@usgs.gov

Name: Anthony Plante  
 Address: 8 School Road  
 Windham, Maine 04062  
 Telephone: 207-894-5960  
 Email: atplante@town.windham.me.us

Signatures and Date

Signature:  Date: 8/29/14

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Keith W. Robinson  
 Title: Director

Name: Anthony T. Plante  
 Title: Town Manager