

**Town of Greenwood
Agreement for the Placement of Inert Fill**

Whereas, the Municipality has inert fill material consisting of excess soil from roadside ditching and/or winter sand cleanup (said material will also typically contain rocks, brush, roots, and/or roadside debris):

Whereas, _____, of Greenwood, Maine is/are property owner(s) hereinafter referred to as “the Property Owner” of a parcel of land located as follows:

Telephone: _____

Whereas, the Property Owner will assume full control of, and responsibility for, the placement, erosion and sedimentation control and final stabilization of the material.

Now, therefore, the Municipality and the Property Owner agree as follows:

1. The Municipality, its employees, agents, and contractors are authorized by the Property Owner to enter upon the above described property and to deposit inert fill material.
2. The Property Owner shall be solely responsible for designating a location to place the material that has all required permits or is not within one hundred (100) feet of any wetland, stream or other regulated natural resource.
3. The Property Owner shall be solely responsible for the delineation of any wetland/natural resource delineation that may be necessary.
4. The Property Owner is responsible for obtaining any applicable permits and insuring that the use of the material is in compliance with all applicable federal, state and local ordinances.
5. The Property Owner is responsible for erosion and sediment control, grading, leveling and permanent stabilization of the material.
6. The Property Owner shall ensure that the material is not relocated to any site where inert fill may not legally be placed.
7. The Property Owner, its successors and assigns forever hereby release and discharge the Municipality from all claims, demands, regulatory enforcement actions and/or cause of actions that may arise from the deposit, presence or use the property owner, of the ditching material and/or road sand, and agrees to indemnify and hold harmless the Municipality from any such claims, demands, regulatory enforcement actions and/or cause of actions.

Special Conditions: _____

Date: _____

Printed Name

Signature

Property Owner

Property Owner

Printed Name

Signature

Municipal Official

Municipal Official

This form to be completed and signed in duplicate, providing one original for the Town and a copy for the Property Owner.

