

# Ditching Material and/or Road Sand Acceptance Agreement

**Whereas**, the Town of North Yarmouth has inert fill material consisting of soil from road ditching and/or sand from winter sand cleanup(said material may contain rocks, brush, roots, some roadside debris, broken glass or **road salt** );

**Whereas**, \_\_\_\_\_ (hereinafter referred to as the property owner), of \_\_\_\_\_, North Yarmouth, Maine, is/are property owners(s) of a parcel of land located and described as follows,  
TaxMap \_\_\_\_\_ Lot \_\_\_\_\_

Whereas, said parcel of land contains a site where inert fill material may legally be placed;

Whereas, the property owner desires that the North Yarmouth Public Works Department place inert fill material on the above described property;

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

Now, therefore, the North Yarmouth Public Works Department and the property owner(s) agree as follows:

1. The Town of North Yarmouth Public Works Department, its employees, agents and contractors are authorized by the property owner(s) to enter upon the above-described property and to deposit inert fill material.
2. The property owner(s) shall be solely responsible for designating a location to place the material that has all permits (if required) or is not within any regulated boundaries of any wetland, stream or other regulated natural resource.
3. Should wetland/natural resource delineation be necessary, the property owner(s) shall be solely responsible for the delineation.
4. The property owner(s) is responsible for insuring that the use of the material is in compliance with all applicable federal, state and local statutes and regulations.
5. The property owner(s) is responsible for erosion and sediment control, grading, leveling and permanent stabilization of the material.
6. The property owner(s) shall insure that the material is not relocated to any site where inert fill may not legally be placed
7. The property owner(s), its successors and assigns forever hereby release and discharge the Town of North Yarmouth, and the North Yarmouth Public Works Department, from all claims, demands, regulatory enforcement actions and/or cause of actions that may arise from the deposit, presence or use by the property owner, of the ditching material and/or road sand, and agrees to indemnify and hold harmless the Town of North Yarmouth and the North Yarmouth Public Works Department from any such claims, demands, regulatory enforcement actions and/or cause of actions.
8. State special conditions, if any: \_\_\_\_\_

**Dated:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Property Owner(s)**

**Signed:** \_\_\_\_\_

**Printed:** \_\_\_\_\_

**Town of North Yarmouth**