

## DITCHING AND/OR ROAD SAND ACCEPTANCE AGREEMENT

WHERE AS the inhabitants of the Town of Northport, has fill material consisting of soil, gravel and/or sand from road ditching and winter clean-up (said materials taken as is from roadside and is not filtered in any way and may contain debris).

WHEREAS, \_\_\_\_\_ OF \_\_\_\_\_  
Northport, ME is the owner of certain real property located in the Town of Northport, and more particularly described as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WHEREAS, the land above contains a site where the inert fill may be legally placed.

WHEREAS, the property owner desires that the Inhabitants of the Town of Northport place the inert fill on the above described property in any location chosen by the Inhabitants of the Town of Northport.

WHEREAS, the property owner assumes all responsibility and control of erosion and sedimentation control and stabilization control of said material and further acknowledges and accepts the material as is while acknowledging that it is roadside debris, which may contain whatever form of matter is normally expected to be located along roadside traveled ways, including but not limited to materials placed on road surface due to salting and sanding during the winter months, bottles, glass, metals and whatever else may be present.

WHEREAS, the inhabitants of the town of Northport are to be held harmless from and the landowner shall indemnify the inhabitants of the Town of Northport from any claims made against it by any entity which arise out of the placement of said inert fill material on owner's property.

NOW THEREFORE, for valuable consideration, the Inhabitants of the Town of Northport And the property owner agree and covenant as follows:

1 The Inhabitants of the Town of Northport, 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 and hereby acknowledges that the property owner has obtained all necessary or required permits for the placement of said material and is in compliance with all Federal, State and local environmental laws, including but not limited to, an affirmation that the inert material shall not be placed within 100 feet of any wetland, stream or other regulated natural resource.

3. Should any environmental analysis or review of the site or natural resource delineation be necessary the property owner shall solely be responsible for said delineation.

4. The property owner accepts the material as is and is responsible for insuring that the use of the material shall be in compliance with all applicable Federal, State and local statutes and regulations.

5. The property owner is responsible for erosion and sediment control, grading, leveling and permanent stabilization of material.

6. The property owner shall insure that the material is not relocated to any site where inert fill may not be legally placed.

7. The property owner and all heirs, assigns and successors in interest forever hereby release and discharge the Inhabitants of the Town of Northport from any and all claims, demands, regulatory enforcement actions and/or any other cause of action that may arise from the deposit, presence or use of said inert fill material by Inhabitants of the Town of Northport from any such claims, demands, regulatory enforcement actions and/or any cause of action that may arise.

The terms and conditions as described herein shall be binding upon the heirs, assigns and successors in interest of the parties.

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

Property Owner: \_\_\_\_\_

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

**The Inhabitants of the Town of Northport**

BY: \_\_\_\_\_  
(Code Enforcement Officer/ Selectman)