



### **Agreement for the Placement of Inert Fill**

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

**Whereas** \_\_\_\_\_ of \_\_\_\_\_, ME is/are property owner(s) of a parcel of land located as follows:

\_\_\_\_\_ Telephone \_\_\_\_\_

**Whereas**, said parcel of land contains a site where inert fill material may legally be placed and the Owner desires that the Town place the inert fill material on the above described property;

**Whereas**, the Owner will assume full control of and responsibility for the placement, erosion and sediment control, and final stabilization of material,

**Now, therefore**, the Town and the Owner agree as follows:

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

**Amount of fill requested:** \_\_\_\_\_

**Special Conditions:** \_\_\_\_\_

**Property Owner** (Sign, Print, Date): \_\_\_\_\_

**Town Official** (Sign, Print, Date): \_\_\_\_\_