Department of Public Works
Office (207) 865-4461
Fax (207) 865-0244

7 Hunter Road, Freeport, ME 04032
Mailing Address:
30 Main Street, Freeport, ME 04032

DITCHING MATERIAL ACCEPTANCE AGREEMENT

Whereas, the Town of Freeport has inert fill material consisting of soil from road ditching and (said material may contain rocks, brush, roots or some roadside debris);
Whereas, name: _____ phone#: _____
(hereinafter referred to as the property owner), of address: _____
Maine, is/are property owner(s) of a parcel of land located and described as follows,
Location of dump area for ditching material (please mark with stakes): _____
_____
Whereas, said parcel of land contains a site where inert fill material may legally be placed;
Whereas, the property owner desires that the Town of Freeport place the 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 Town of Freeport and the property owners agree as follows;

1. The Town of Freeport, 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 ditching material may not in any way be placed in the Town's right-of-way. This will be strictly enforced.
3. 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.
4. Should wetland/natural resource delineation be necessary, the property owner shall be solely responsible for the delineation.
5. The property owner is responsible for insuring that the use of the material is in compliance with all applicable federal, state and local statutes and regulations.
6. The property owner is responsible for erosion and sediments control, grading leveling and permanent stabilization of the material.
7. The property owner shall insure that the material is not relocated to any site where inert fill may not legally be placed.
8. There is an annual limit of 200 yds. (approx. 20 loads) of ditching material to be delivered to a property.
9. The property owner, its successors and assigns forever hereby release and discharge the Town of Freeport 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 agrees to indemnify and hold harmless the Town of Freeport from any such claims, demands, regulatory enforcement actions and/or cause of action.
10. (State special conditions, if any.)

    _____

DATED: _____

Signed: _____ Print Name: _____
Property Owner — Property Owner

Signed: _____ Print Name: _____
Town of Freeport (Public Works Dept. Agent) — Town of Freeport (Public Works Dept. Agent)