

# Town of China

## Agreement for the Placement of Inert Fill

Whereas, the Town of China 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 \_\_\_\_\_  
Property Owner Name(s)

is/are property owner(s) (hereinafter referred to as "the Property Owner") 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 Property Owner desires that the Town of China place the inert fill material on the above described property;

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 Town of China and the Property Owner agree as follows:

- 1) The Town of China, 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 statutes and regulations.
- 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 Town of China 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 China from any such claims, demands, regulatory enforcement actions and/or cause of actions.

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

	<u>Printed Name</u>	<u>Signature</u>	<u>Date</u>
<i>Property Owner</i>	_____	_____	_____
<i>Property Owner</i>	_____	_____	_____
<i>Municipal CEO</i>	_____	_____	_____
<i>Director of Public Services</i>	_____	_____	_____

*This form is to be completed and signed, providing one original for the Town of China and a copy for the Property Owner*

**Town of China  
Placement of Inert Fill Policy**


Town of China periodically 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). Often property owners near a town work area are interested in receiving said inert fill material. The Select Board has instituted a policy to have a completed "Placement of Inert Fill Agreement" executed prior to receiving any fill from the Town of China.

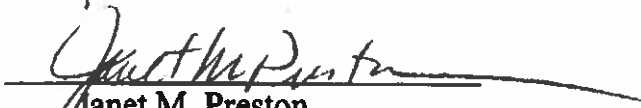
Given under our hands this 5<sup>th</sup> day of December, AD 2022

  
Wayne D. Chadwick

  
Blane C. Casey

  
Brent A. Chesley

  
Jeanne S. Marquis

  
Janet M. Preston