

AGREEMENT

This Agreement (“Agreement”) is entered into on this day, October ____, 2019 by and between R.J. Grondin & Sons, a Maine Corporation with a mailing address of: 11 Bartlett Road, Gorham, Maine 04038 (the operator), RJGF LLC, a Maine LLC with a mailing address of PO Box 869, Raymond, ME 04071 (the land owner) (collectively “Grondin”) and the Town of Windham, a Municipality in Maine with a mailing address of: 8 School Road, Windham, ME 04062 (Town), sometimes collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, Grondin is the owner of certain lots or parcels of land located in Windham, Maine near Enterprise Drive, more specifically described in the Cumberland County Registry of Deeds in book 20338, page 265. (the “Grondin Property”); and

WHEREAS, the Town of Windham is needing a long-term solution for providing a place for town citizens to dispose of their wood waste (tree branches, small stumps) & yard waste (leaves & grass clippings).

WHEREAS, each Party has agreed to locate said yard to the Grondin Property for the next 5 years, starting in the fall of 2019 and ending after the spring clean-up in 2024 (approx. June 2024) for a fee.

WHEREAS, the Parties wish to set forth and define their relative rights and responsibilities, with respect to the operation of this yard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Yard Construction.

Grondin will continue to operate the yard as depicted on the original quote in 2018 or similarly as agreed upon with the Public Works Director or their representative and delineate its perimeter. Basic signage showing Wood Waste and Yard Waste areas will be installed and maintained by Grondin.

2. Maintenance and Operation.

Grondin shall maintain the yard, making sure it is accessible by vehicle. Under the direction of the Public Works Director or their representative for the Town, Grondin will open the yard up to the public for three weeks (to include 4 weekends) in the Spring of each year of this agreement and three weeks in the Fall (to include 4 weekends). Grondin will keep the piles pushed up and maintained during the week and on the weekends as needed. Grondin will dispose of or process all wood waste and yard waste. Wood or yard waste is

nothing more than what is specifically stated above. If other materials are left in this yard, the Town is to remove the unacceptable materials with their own manpower and at their expense (i.e. household trash, furniture, electronics, construction demo, tires, oils or any pollutants, etc.)

3. Fees.

Town agrees to pay Grondin for each three-week season in the amount as follows:

- Fall '19 - \$9,000
- Spring '20 - \$9,000
- Fall '20 - \$9,300
- Spring '21 - \$9,300
- Fall '21 - \$9,600
- Spring '22 - \$9,600
- Fall '22 - \$9,900
- Spring '23 - \$9,900
- Fall '23 - \$10,200
- Spring '24 - \$10,200

Payment is to be made to Grondin within 30 days after the closure of each season.

4. Indemnification & Insurances.

Town, for itself and its successors and assigns, agrees to defend, indemnify and hold Grondin and its directors, officers, managers, members, agents and employees and its and their heirs, successors and assigns (collectively, the "Grondin Indemnified Parties") harmless from and against any claim(s), cause(s) of action, liability or expense, including, without limitation, costs and reasonable attorney's fees, for personal injury (including death) and/or property damage, including but not limited to claims for environmental damage, caused by, related to, arising out of or resulting from the performance of obligations under this Agreement by Windham or its citizens or agents, or their successors and assigns. The Town of Windham shall procure and maintain during the term of this Agreement commercial general liability insurance in an amount of not less than \$2,000,000.00 (Two Million Dollars), combined single limit, with deductibles in amounts typically carried in the performance of similar work and/or services, to insure this obligation, and the Grondin Indemnified Parties shall be additional named insureds on those policies. The foregoing indemnity expressly extends to claims of injury, death, or damage to employees of Grondin or its contractors and subcontractors (if any). In claims against any person or entity indemnified under this Section by an employee of Grondin, a contractor or subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a

limitation on amount or type of damages, compensation or benefits payable by or for Grondin or a contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. Grondin expressly waives immunity under workers' compensation laws for the purposes of this indemnity provision. The provisions of this Section 4 shall survive the termination of this Agreement, except that the indemnification obligations of Grondin and any successor owner of the Grondin Property under this Section 4 shall be limited to any such obligation that is caused by, relates to, or arises out of acts or omissions occurring during such party's period of ownership of the Grondin Property.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first written.

Witness

R.J. GRONDIN & SONS

By: _____
LARRY GRONDIN

TOWN OF WINDHAM

By (print): _____
By (signature): _____