

AGREEMENT

This Agreement made this ____ day of _____. 2021, by and between the TOWN OF WINDHAM, a municipal corporation, of the Town of Windham, County of Cumberland and State of Maine, and the TOWN OF GRAY, a municipal corporation, of the Town of Gray, County of Cumberland and State of Maine,

WITNESSETH:

WHEREAS, the Town of Windham has contracted with Michael Sargent, doing business as Sumerian Irrigation, for winter maintenance on Mt. Hunger Shore Road; and

WHEREAS, a portion of said road is within the Town of Gray, but accessible only through Windham; and

WHEREAS, the Towns wish to share in the cost of said winter maintenance;

NOW THEREFORE, the parties agree to the following:

1. The Town of Gray agrees to pay the Town of Windham the sums set forth below during the initial term of this Agreement as a reimbursement for that portion of the Town of Windham's plowing contract covering the 0.464 miles of Mt. Hunger Shore Road in the Town of Gray:
 - a. for 2021-2022 the sum of \$2,644.80,
 - b. for 2022-2023 the sum of \$2,726.60,
 - c. for 2023-2024 the sum of \$2,810.92,
 - d. for 2024-2025 the sum of \$2,897.86, and
 - e. for 2025-2026 the sum of \$2,897.86.
2. The Town of Gray hereby affirms the existence of a public easement over that portion of the road in the Town of Gray and the authority of the Town of Gray to enter into this Agreement for winter maintenance of Mt. Hunger Shore Road. The Town of Gray further agrees that subject to the terms of the Maine Tort Claims Act and the obligations of Michael Sargent, doing business as Sumerian Irrigation, under the aforesaid snowplowing agreement, it will indemnify and hold harmless the Town of Windham for any liability for the plowing of Mt. Hunger Shore Road in Gray.
3. This Agreement shall be for a term of five (5) years, except that either party may terminate the same on six (6) months prior notice.
4. This Agreement shall be construed in accordance with the laws of the State of Maine and binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the said parties have executed the same on the date and year first above written.

WITNESS

TOWN OF WINDHAM

BY: _____

Barry A. Tibbetts
Its Town Manager

WITNESS

TOWN OF GRAY

BY: _____

Nathaniel Rudy
Its Town Manager

Seen and agreed to:

The Sumerian Irrigation contract and all of its terms shall apply to the portion of Mt. Hunger Shore Road located in the Town of Gray as well as the portion in the Town of Windham.

BY: _____

Michael Sargent, d/b/a
Sumerian Irrigation

DATE: _____