

**Chittenden County Brownfields Initiative
Owner Participation Agreement**

Name of Site: _____

Site Address: _____

I, _____, the undersigned owner(s) of the referenced property, agree to participate in the Chittenden County Brownfields Initiative. As a voluntary participant in this program, I agree to the following conditions:

- My property (or interest therein) will be included in the Chittenden County Brownfields Initiative inventory of sites;
- I will share documents and information relevant to the assessment and redevelopment processes;
- I will disclose and share prior environmental assessment actions and records;
- I am granting Chittenden County Regional Planning Commission (CCRPC) and their consultants access to the referenced property; and
- I give CCRPC or its designees permission to share information about my case study with others, including but not limited to conferences, public forums, publications and website.

I understand that:

- Information collected by CCRPC or its consultant(s) is public information and will be available for public review;
- I have a right to terminate my voluntary participation in this program. Notification of termination must be submitted in writing to CCRPC;
- If public funds have been expended on my property, I must reimburse this cost to prevent any future disclosure (note: reimbursement is not required if disclosure is not an issue);
- Under Vermont law, the property owner is responsible for notifying the Vermont Agency of Natural Resources immediately regarding releases that have occurred. The State may require additional site work, which may or may not be funded by the Chittenden County Brownfields Initiative depending on the circumstances;
- As a condition of federal funding, CCRPC is required to ensure that its work on the property meets certain federal requirements, such as those related to environment, health, and/or historic resources. I will cooperate with CCRPC to assist it to meet these requirements;
- The Chittenden County Brownfields Initiative and CCRPC is not responsible for the cost of any cleanup activities that may be needed at the property and, as the current owner, I may have to bear these cleanup costs according to existing state and federal laws; and
- CCRPC's agreement to conduct environmental site assessment activities at this property does not mean that CCRPC has determined that redevelopment plans for this property are in conformance with the local municipal zoning and subdivision regulations, or the *2006 Chittenden County Regional Plan*.

Subject to this permission/participation, CCRPC agrees to:

- Consider including the property in the Chittenden County Brownfields Initiative program and provide access to program benefits;
- Maintain confidentiality of owner's proprietary information (owner must identify proprietary information);
- Consult with the owner prior to any on-site activities; and
- Provide the owner with a copy of the draft and final assessment reports. These reports will identify whether a contaminant release has occurred or is suspected to have occurred.

Acknowledgement:

Signature of Property Owner*

Signature of Executive Director, CCRPC

Printed Name of Property Owner*

Charles L. Baker
Printed Name of Executive Director, CCRPC

Date

Date

*This agreement must be signed by all persons having an ownership interest in the property, or CCRPC must be provided with documentation demonstrating that the signer has the legal authority to sign on behalf of all owners.

**Chittenden County Brownfields Initiative
AGREEMENT FOR SITE ACCESS**

Name of Site: _____

Site Address: _____ (the "Site")

This Agreement is made this ____ day of _____, 20____, by and among the owner(s) of the above referenced property ("OWNER"), the Chittenden County Regional Planning Commission ("CCRPC"), and _____ ("CONSULTANT").

For and in consideration of the mutual promises and covenants contained or referenced herein, the Parties agree as follows:

OWNER of the Site hereby agrees that CCRPC and CONSULTANT (and its subcontractors) have a right of entry to the Site, and that access to the Site shall include the right to bring heavy equipment onto the Site.

CONSULTANT is working under agreement with CCRPC, who is working under agreement with the U.S. Environmental Protection Agency (EPA). In recognition of the benefit received from the Chittenden County Brownfields Initiative, as outlined in the Owner Participation Agreement dated _____, OWNER does hereby hold harmless and agreed to defend and indemnify CCRPC, the State of Vermont, and EPA against any and all claims, damages, suits, or causes of action for damages arising from or in connection with the performance of services under this Agreement and against any orders, decrees, or judgments which may be entered therein, for damages or alleged damages resulting from any injury to person or property whatever.

OWNER hereby permits CONSULTANT to perform investigation services on the Site, including but not limited to sampling, drilling, and the making of test pits or borings. OWNER recognizes that CONSULTANT's use of exploratory equipment may cause some damage, and understands that the correction of such damage is not part of this AGREEMENT except as otherwise specified herein.

OWNER also understands that CONSULTANT'S discovery of certain conditions and/or taking preventative measures relative to such conditions may result in a reduction of the property's value. Accordingly, OWNER shall, to the fullest extent permitted by law, waive any claim against CONSULTANT and CCRPC, and indemnify, defend, and hold CONSULTANT and CCRPC harmless from any claim or liability for injury or loss allegedly arising from procedures associated with exploratory activities or discovery of materials or conditions. OWNER shall compensate CONSULTANT for any time spent or expenses incurred by CONSULTANT in defense of any such claim. Such compensation shall be based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy (the term "any claim" used in this provision means "any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability").

CONSULTANT warrants that it will perform the services with a degree of care and skill normally exercised under similar circumstances by similar organizations in the profession.

OWNER warrants that he/she has provided CONSULTANT with all necessary information regarding the Site, including but not limited to the location of subterranean structures such as water, sewer and gas mains and telephone and electrical lines. CONSULTANT shall comply with the requirements of the "Dig Safe" program before undertaking any intrusive investigation of the Site.

OWNER understands that two types of mandatory reporting may result from the environmental site assessment. CONSULTANT will provide to CCRPC, and CCRPC will provide to OWNER, a copy of all draft and final reports, which will identify whether a release has or may have occurred. OWNER understands that CONSULTANT is required under law to report imminent threats to human health or the environment to the State of Vermont. Under Vermont law, OWNER is responsible for notifying the Vermont Agency of Natural Resources immediately regarding releases that have occurred. The State may require additional site work, which may or may not be funded by the Chittenden County Brownfields Initiative depending on the circumstances.

The undersigned OWNER(s) represent(s) that he/she/they are the sole owners of the Site and have complete authority to agree to the terms of this Agreement and that such terms and conditions are legally enforceable against the OWNER(s).

Signature of OWNER(s)

Date

Printed Name of OWNER (Title and Company Name of OWNER if applicable)

Signature

Date

Charles L. Baker, Executive Director, CCRPC

Signature of CONSULTANT

Date

Printed Name and Title of CONSULTANT

**Chittenden County Brownfields Initiative
Site Nomination Form**

Site Name: _____

Site's Street Address: _____

Town/Zip Code: _____

Parcel #: _____ Property Size (Acres): _____

Zoning: _____

Describe current use(s): _____

Describe former use(s): _____

Have studies been conducted to identify or assess contamination? Yes No

If yes, please identify the title, author and date of the report: _____

Potential contaminants include: Petroleum Other contaminants

Are there plans for acquisition and/or redevelopment? Yes No If yes, please describe: _____

Please describe any other factors that should be considered (such as zoning issues, need for demolition, projected job impacts, municipal commitment, funding source for redevelopment, etc.) _____

Property Owner Information:

Name: _____ Signature: _____

Mailing Address: _____

Phone: _____ Email: _____

Nomination Submitted By:

Name or Office: _____ Date Submitted: _____

Mailing Address: _____

Phone: _____ Email: _____

Please Return Site Nomination Form to:

Dan Albrecht, Senior Planner
Chittenden County Regional Planning Commission
110 West Canal St., Suite 202
Winooski, VT 05404
Phone: (802) 846-4490 x 29; Email: dalbrecht@ccrpcvt.org

Chittenden County Brownfields Initiative
Guiding Principles for Site Selection
Approved January 26, 2012

Requirements

- The site is nominated for inclusion in the program.
- The property owner is willing to sign a Participation Agreement and Site Access Agreement.
- The site meets DEC eligibility criteria for petroleum sites and EPA eligibility criteria for hazardous sites.

Guiding Principles for Site Selection

- Sites should be located in areas that have existing infrastructure and provide community benefits. In practice, sites are most likely to be located in the non-rural Planning Areas identified in the most current Chittenden County Regional Plan.
- Reuse of the property should support local and/or regional goals for housing, economic development or open space.

Guiding Principles for Phase II Assessments and Corrective Action Planning

- The owner/developer has at least a rough plan for reuse of the site. (This is important in determining the appropriate level of assessment and corrective action.)
- The owner/developer is committed to community involvement in redevelopment planning.
- The anticipated cost of the study is within the program's budget or ability to leverage other assistance programs