***Two Rivers-Ottauquechee Brownfields***

***Site Assessment Program***

\*\* MUNICIPAL PURCHASER PARTICIPATION and SITE ACCESS AGREEMENT \*\*

Original form adopted by the TRORC Board of Commissioners 3/26/08, revised 1/26/11, revised 12/1/2016.

RE: , Vermont (the “Property”)

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(print name), as duly authorized representative for the Town of Newbury, Vermont, a municipal entity and prospective purchaser of the above-referenced Property by virtue of an authorized tax sale undertaken on pursuant to 32 V.S.A. § 5259 and 10 V.S.A. § 6615(d)(3) (the “Town”), agree to have the Property assessed under the Two Rivers-Ottauquechee Brownfields Site Redevelopment Program (the “Program”). The Town understands that by being an active participant in this program, the Town is agreeing to the following conditions:

1. Inclusion of the Property in the Two Rivers-Ottauquechee RegionalCommission inventory of Brownfields sites;
2. Sharing of documents and information relevant to assessment and redevelopment processes;
3. Disclosing and sharing prior environmental assessment actions/records;
4. Granting of Right of Access to the above-referenced Property to the extent permitted under 32 V.S.A. § 5259[[1]](#footnote-1);
5. Permitting Two Rivers-Ottauquechee RegionalCommission (TRORC) or its designees to share assessment information with the U.S. EPA and Vermont DEC.

The Town understands and acknowledges that:

* Information collected by the Two Rivers-Ottauquechee RegionalCommission (TRORC) or its consultant(s) is public information and may need to be available for public review;
* The TRORC’s consultant(s) is/are required under law to report imminent threats to human health or the environment, such as a tank that is visibly leaking fuel, to the State of Vermont;
* The environmental assessment may confirm that contamination is present on the Property. Under Vermont law, the property owner or designated operator is responsible for notifying the Vermont Agency of Natural Resources immediately regarding releases that have occurred. The State may require additional site assessment and/or cleanup work, which may not be funded by the Program depending on the circumstances;
* The TRORC is not responsible for the cost of any cleanup activities that may be needed at the Property. The Town acknowledges that the property owner or designated operator may have to bear these cleanup costs per existing state and federal regulations, and that this obligation may be imposed upon the Town or a subsequent purchaser in the event of an ownership transfer, absent compliance with municipal contaminated property immunization provisions of federal and state law[[2]](#footnote-2);
* Because of the requirements on federal funding, the TRORC may need to insure that its work on the Property meets certain federal requirements, such as those related to the environment, health, and/or historic resources;
* Assessment funding under the Program is limited, and TRORC may elect to terminate assessment funding for this site if it deems necessary; and
* Funds for petroleum related cleanup may be available separately from Vermont DEC and/or the U.S. EPA.

Subject to this permission/participation, the Two Rivers-Ottauquechee RegionalCommission agrees to:

1. Consider including Property/site in the Program and provide access to Program benefits;
2. Consult, or have contractors consult, with the Town or any tenant on the Property prior to any on-site activities; and
3. Provide the Town and any Town designee with a copy of draft and final assessment reports, which will identify whether a contaminant release occurred or is suspected to have occurred.

**By its signature below, the Town expressly disclaims and disavows any past or present interest in and to the Property other than the limited right set forth in 32 V.S.A. § 5259. Nothing herein shall be deemed to create any obligation upon the Town to purchase a fee interest in and to the Property, nor shall it in any way be interpreted as an admission of ownership of, or any present or past operations upon, the Property. This Agreement is intended for the benefit of the Town only, and not for the Property owner or any third party beneficiary. Upon redemption of the Property owner’s interest pursuant to Title 32 V.S.A., this Agreement shall automatically terminate, with neither party having any further obligation hereunder. This Agreement is exclusive to the parties, and shall not be assigned to any other party with the mutual consent of the undersigned.**

TOWN OF , VERMONT TWO RIVERS-OTTAUQUECHEE

REGIONAL COMMISSION

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Peter G. Gregory, Executive Director

Date: \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Phone: \_\_\_\_\_-\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_\_ Phone: 802-457-3188

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: pgregory@trorc.org

1. TRORC acknowledges that, pursuant to the statute, “the municipality shall have the right, prior to the expiration of the redemption period, to enter onto the land for the purpose of assessing and remediation on the land,” and that this limited right is sufficient for TRORC to undertake the Program on the Property. [↑](#footnote-ref-1)
2. Municipal Immunity from CERCLA Liability for Property Acquired through Involuntary State Action (EPA/OSRE/OSWER, 10/20/1995), https://www.epa.gov/sites/production/files/documents/immunity-cercla-mem.pdf; 10 V.S.A. § 6615(d)(3). [↑](#footnote-ref-2)