**Hazardous Waste Contamination and Cleanup**

**FORM: Exemption from Liability**

**(Regional Planning Commissions; Regional Development Corporations; Municipalities)**

**Applicant (check one):**

Municipality:

Regional Planning Commission (RPC):

Regional Development Corporation (RDC):\*

\**Pursuant to 10 V.S.A. § 6615(d)(4)(B), RDCs must attach certification/proof from the Agency of Commerce and Community Development of a current performance record for economic development required by 24 V.S.A. chapter 76.*

**Property References:**

Site Address:

Tax Map Index:

Vermont HW Site Number:

Date of Transaction:

**Exclusions**

Please initial next to each section (a-e) and sign below certifying that:

Neither *(APPLICANT)* (the “*RDC/RPC/Municipality*”), nor any of its principals, owners, directors, affiliates or subsidiaries:

a. currently holds or ever held an ownership interest in the property or in any related fixtures or appurtenances, excluding a secured lender's holding indicia of ownership in the property primarily to assure the repayment of a financial obligation;

b. directly or indirectly caused or contributed to any releases of hazardous materials at the property;

c. currently operates or controls, or ever operated or controlled the operation, at the property, of a facility for the storage, treatment, or disposal of hazardous materials from which there was a release;

d. disposed of, or arranged for the disposal of hazardous materials at the property; or

e. generated hazardous materials that were disposed of at the property.

I certify under penalty of law that the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment pursuant to 13 V.S.A. § 3016.

Dated this \_\_\_ day of (*MONTH*), 2\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (type or print)

This Agreement cannot be used to resolve existing liability. By entering into this Agreement, the *(APPLICANT)* stipulates that it meets the foregoing conditions (i.e. those for prospective purchasers).

**Proposed future use**

*DESCRIBE.*

**Summary of known site conditions and affected receptors**

*DESCRIBE*

**Summary of suspected site conditions and affected receptors**

*DESCRIBE*

**Need for additional investigation or remedial actions**

*DESCRIBE*

**Financial Ability**

*ATTACH*

**Marketing Plan**

*ATTACH*

**Implementation schedule**

An implementation schedule, including the dates anticipated for investigation, corrective action and redevelopment of the site should be incorporated in the agreement. The schedule should also take into account the timeframe for receipt of any grants or funding. Unless there is a change in the status of the project wherein the RPC or RDC decides to develop the site for its own use, or there is a demonstrated need to protect human health or the environment, there is no requirement for an implementation schedule. Nonetheless, the *proposed* schedule is suggested for purposes of planning agency resource needs for review and approval of deliverables.

Purchase Property:

Implement Phase II:

Implement Corrective Action:

Complete Corrective Action:

Transfer Property to :

**Effective Date:**

Upon signature of parties to the Agreement.

The Secretary of Natural Resources approved a Site Investigation Report, titled \_\_\_\_\_\_\_\_\_, *DATE*. Based on that report, no additional site investigation work is necessary at this time, therefore the Secretary is not requiring additional site investigation by the (*APPLICANT*) during the time they hold the property.

The Secretary of Commerce and Community Development has determined that in light of the purchase and sale agreement between the (*APPLICANT*) and (*PURCHASER)* that a plan for the marketing of the property is not required at this time. If (*PURCHASER*) chooses not to purchase the subject property, the (*APPLICANT*) agrees to provide a marketing plan that satisfies the Secretaries of Commerce and Community Development and Natural Resources within 30 days of (*PURCHASER*) notification to the (*APPLICANT*) that it will not purchase the property.

In light of the certifications made by (*APPLICANT*) and contingent upon implementation of the terms of this Agreement, this Agreement certifies that (*APPLICANT*) satisfies the requirements of 10 V.S.A. § 6615(d)(4)(C).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

(*APPLICANT*) Official (insert title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

Julie Moore, Secretary, Agency of Natural Resources

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

Michael Schirling, Secretary, Agency of Commerce and Community Development

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date

Witness

**Please ensure that the following attachments are included with this agreement:**

* Certification from ACCD that a performance contract has been received within past 12 months for applicant *\*(RDCs only)*
* Information of relevant property acquisition (purchase and sales, purchase price, etc.)
* Financial statements
* List of board members for applicant