

NORTHWEST REGION BROWNFIELD PROGRAM

****AGREEMENT FOR SITE ACCESS****

Name of Site: _____
E-911 Site Address: _____

The owner(s) (“OWNER”) of the above referenced property in _____, Vermont (“the Site”), hereby agree(s) that the Northwest Regional Planning Commission (RPC) and its consultant _____ (CONSULTANT) have a right of entry to the Site, and that its access to the Site shall include the ability to bring heavy equipment onto the Site.

CONSULTANT is working under agreement with the RPC who is working under agreement with the U.S. Environmental Protection Agency (EPA). In recognition of the benefit received from the Northwest Region Brownfields Reuse Project, as outlined in the Owner Participation Agreement, OWNER does hereby hold harmless the RPC, the State, and the EPA against any and all claims, damages, suits, or causes of action for damages arising from the performance of services under this agreement after the commencement of the term of this agreement and any orders, decrees, or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person or property or from loss of license sustained in the performance of this agreement by any person or persons whatever.

OWNER hereby permits CONSULTANT to perform investigation services on the Site, including but not limited to sampling, drilling, and the making of test borings and other soil compilings. 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.

OWNER also understands that CONSULTANTS’ 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 indemnify, defend, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from procedures associated with exploratory activities or discovery of materials CONSULTANT believes to be regulated contaminants. OWNER also 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 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 "Call Before You Dig" 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 RPC, and RPC will provide to OWNER, a copy of all draft and final reports, which will identify whether a release occurred or is suspect to 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. OWNER is responsible for notifying the Vermont Agency of Natural Resources immediately regarding releases that have occurred under Vermont law. The State may require additional site work, which may or may not be funded by the Northwest Region Brownfields Reuse Project depending on the circumstances.

CONSULTANT

TITLE

Date

OWNER or OWNER REPRESENTATIVE

TITLE

Date

RPC

Executive Director

Date