

Brownfield Program Assessment Application

Applicant: _____ Owner: _____

Title: _____ Title: _____

Organization: _____ Organization: _____

Phone: _____ Fax: _____ Phone: _____ Fax: _____

Address: _____ Address: _____

City/State/Zip: _____ City/State/Zip: _____

Applicant's Interest in Property: _____

Property Information:

Address: _____

City/State/Zip: _____

Property Size (acres): _____

Legal Description: _____

Type & Number of Buildings: _____

Date Property was acquired: _____

Perceived Contamination Problems? (Yes or No): _____

Is Current Owner Responsible for Contamination? (This does not preclude participation.) _____

Previous Assessments Conducted to Date (if any): _____

Past Uses of Property: _____

Plans for Future Use: _____

The undersigned certifies that the information submitted is, to the best of his/her knowledge and belief, accurate and complete.

Signature: _____ Date: _____

BROWNFIELD SITE ACCESS
AGREEMENT FORM

The undersigned property owner, _____ (“undersigned”), hereby gives permission to the City of Bay Minette (“City”) and PPM Consultants, Inc. (“PPM”) to enter the undersigned’s property (“the property”) located at the following address: _____

1. This permission is for the specific purpose of and limited to the following activities which may be performed by the City’s Brownfield Consultant, PPM Consultants, Inc. (“PPM”):
 - a) Conducting a Phase I Environmental Site Assessment (ESA), which includes inspection of all accessible interior and exterior spaces on the property. The purpose of a Phase I ESA is to determine if recognized environmental conditions are present at the site.
 - b) Conducting an inspection of structures located on the property for asbestos containing materials and/or lead-based paint. At the discretion of the City, a certified asbestos and/or lead paint inspector will collect samples of suspected asbestos containing materials and/or lead paint. The samples will be submitted to a certified laboratory for determining the asbestos and/or lead content of the samples.
 - c) Conducting a Phase II ESA, which includes, but is not limited to, advancement of shallow boreholes for the purpose of determining the existence of soil and/or groundwater contamination beneath the surface of the property.
 - d) The periodic measurement and sampling of monitoring wells for determining groundwater quality and groundwater flow conditions.
2. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned, or the undersigned’s successors and assignees, for any contamination discovered on the property.
3. The granting of this permission does not in any way obligate the City or PPM to conduct a Phase I ESA or Phase II ESA on the property, nor does it obligate the City or PPM to remediate any contamination that may be found.
 4. PPM and the City may enter the property during normal business hours and may also make arrangements to enter the property at other times after agreement from the undersigned.
 5. The undersigned shall not be liable for any injury, damage, or loss on the property suffered by PPM caused by the negligence or intentional acts of the agents or employees of PPM and its subcontractors.
 6. The undersigned understands that the cost of conducting Phase I ESAs and Phase II ESAs is to be paid by the City. If requested, a copy of the completed any reports prepared will be provided to the undersigned.
 7. This permission shall remain effective and shall continue until such time as the Owner delivers to the City written notice of revocation, which revocation shall become effective 10 days after delivery to the City. This Agreement shall in any event terminate 3 years from the date it has been executed by the City.

Signature of PPM Representative

Signature of City Representative

Signature of Property Owner

1/17/2018
Date

Date

Date