



Instructions for Completing a Voluntary Remediation Program Application

General Instructions

This is an application for entering a site into the Arizona Department of Environmental Quality (ADEQ) Voluntary Remediation Program (VRP). VRP allows interested parties to work cooperatively with ADEQ to remediate contaminated sites. VRP's main goals are:

- Enable interested parties to conduct remediation of properties and return the property to beneficial use;
- Work cooperatively with interested parties to achieve their remediation goals in a cost effective manner;
- Allow interested parties to proactively reduce risk to public health and the environment;
- Keep the community informed of site specific activities;
- Facilitate, identify, and select remediation standards based on background, pre-determined Soil Remediation Levels, or site-specific risk assessment standards; and
- Facilitate the use of regulatory tools such as institutional (land use restrictions) and/or engineering controls (cap, drainage, levees, etc.) to obtain closure.

Explanation of the Application Sections

- 1 VRP Program.** The Applicant is asked to provide information how they heard about the VRP. In addition, this section cites the VRP Application Fee.
- 2 Applicant Information.** Applicant must provide the name and contact information for the Applicant, authorized representatives/contractor, billing, and property owner.
- 3 Site/Facility Information.** Applicant must provide information about the site to include the location of the site, latitude/longitudes, a general site location map and a map illustrating the general boundaries of the site or portion of the site that has been or is proposed to be characterized and/or remediated.
- 4 Characterization and Remedial Action Activities.** The Applicant must provide information regarding any characterization or remedial action activities proposed, in progress or completed. This includes the media type, remediation goals (if known), contaminants of concern, types of closure sought, etc.
- 5 Verification of VRP Eligibility.** The applicant must provide information required by Arizona Revised Statute to determine the eligibility of the site entering VRP.
- 6 Additional Information.** The Applicant can provide additional information pertaining to all sections of the Application.
- 7 Voluntary Remediation Program Agreements.** Signatures by the Applicant are required to attest all information contained in the Application is true and accurate to the best of their knowledge and agree to the terms defined in the respective Agreements (*i.e. Waiver of ADEQ/UST Revolving Fund Reimbursement Agreement, Property Access Agreement, and Voluntary Remediation Agreement*).

General Application Process

- 1 Applicant elects to utilize the VRP, who will provide the regulatory assistance needed to obtain closure of the site or portion of site.
- 2 Applicant reviews the Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.) related to VRP; A.R.S. §§ 49-171 through 49-188 and A.A.C. R18-7-501. *et seq.* (Fees and billing associated with VRP).
- 3 Applicant completes and submits **one hard copy** of the application with the non-refundable application fee (\$2,000).
- 4 VRP reviews application for completeness, ADEQ eligibility.
- 5 If necessary, VRP requests additional information from Applicant.
- 6 Applicant provides information and application is deemed complete.
- 7 Site is accepted into Program and provides the Applicant with a "VRP Acceptance Letter".
- 8 A VRP Project Manager is assigned to site and will contact Applicant within two weeks from the date of the "VRP Acceptance Letter" to set up a "kick-off" meeting.

Application Fee and VRP Reimbursement

A \$2,000 non-fundable application fee is required at the time the application is submitted to VRP for review. This fee shall be in the form of a company check, cashiers check, certified check or money order made payable to the **State of Arizona**. VRP will not review an application until this fee is received. Please note, an additional \$4,000 retainer is required upon acceptance into the VRP; Work plans or respective reports will not be reviewed until ADEQ receives this payment. Payments should be made out to ADEQ.

Applicant and Property Owner

The Applicant and respective property owner(s) (if different) shall sign the respective agreements cited in Voluntary Agreement section of the Application. It should be noted that the Property Access Agreement requires a notary.

How Long does the Application Process Take?

In accordance with A.R.S. § 49-174, VRP has sixty days to make a determination if the Application is denied, incomplete or accepted.

Where do I submit my Application and VRP Application Fee?

Submit application and \$2,000 non-refundable application fee to:

Arizona Department of Environmental Quality
Attn: Voluntary Remediation Program
1110 W. Washington St. Mail Code 4415B-1
Phoenix, Arizona 85007

The non-refundable \$2,000 Application fee **must** be included with the submittal of the Application. Please **do not** submit more than \$2,000 with the application without prior approval from the VRP.



Voluntary Remediation Program Application

1. VRP Program

1.1 General

The VRP is always searching for new and innovative ways to promote the program. In the space below, please let the VRP know how you learned about our program. Although your response is voluntary, the information you provide will greatly benefit the VRP's efforts to improve our program.

1.2. VRP Application Fee: [A.R.S. §§ 49-173(A)(7) and 49-179; A.A.C. R18-7-502]

The non-refundable \$2,000 Application fee **must** be included with the submittal of the Application.
Please **do not** submit more than \$2,000 with the application without prior approval from the VRP.

2. Applicant Information (A.R.S. § 49-173)

2.1. Applicant (A.A.C. R18-7-501) Check if Property Owner

Company Name:

First Name:	Middle Initial:	Last Name:
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Title:

Phone Number:	Cell Phone:
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E-mail address:

Mailing Address:

City:	State:	Zip Code:
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Nature of Relationship to the Site:

Statutory Agent (on file with Arizona Corporation Commission):

Company Name:

First Name:	Middle Initial:	Last Name:
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Mailing Address:

City:	State:	Zip Code:
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2.2. Applicant's Authorized Representative (e.g. environmental consultant, attorney)

Company Name:

First Name:	Middle Initial:	Last Name:
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Title:

Phone Number:	Cell Phone:
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E-mail address:

Mailing Address:

City:	State:	Zip Code:
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Describe Representative's Authority:

2.3. Applicant's Billing Information

Company Name:

First Name:	Middle Initial:	Last Name:
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Title:

Phone Number:	Cell Phone:
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E-mail address:

Mailing Address:

City:	State:	Zip Code:
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2.4. Property Owner (if different than Applicant)		
Company Name:		
First Name:	Middle Initial:	Last Name:
Title:		
Phone Number:	Cell Phone:	
E-mail address:		
Mailing Address:		
City:	State:	Zip Code:
2.5. Other (if applicable)		
Company Name:		
First Name:	Middle Initial:	Last Name:
Title:		
Phone Number:	Cell Phone:	
E-mail address:		
Mailing Address:		
City:	State:	Zip Code:
Describe their authority or association to the site:		
3. Site/Facility Information (A.R.S. § 49-173)		
3.1. Site Name:		
Site Name (Facility):		
Physical Address:		
City:	Zip Code:	County:
Parcel Number(s):		
Approx. size of proposed area to be remediated (acres or square feet):		
The latitude and longitude you provide below should be taken (approximately) in the center of the subject property and provided in "decimal degrees" (i.e.: expressed as decimal fraction rather than in deg/min/sec)		
Latitude:	Longitude:	
Township:	Range:	Section:
Description of the boundaries of the Site:		
<input type="checkbox"/> Provide a general site location map. (check if attached) <input type="checkbox"/> Provide a map illustrating the area and boundaries of the site or portion(s) of the site proposed to be characterized and/or remediated. (check if attached)		
4. Characterization and Remedial Action Activities		
4.1. Characterization and Remedial Actions (A.R.S. §§ 49-173 and 49-175)		
Indicate if remediation is:		
<input type="checkbox"/> Proposed <input type="checkbox"/> In Progress <input type="checkbox"/> Completed		
If applicable, provide a description of site characterization and/or remedial activities conducted at the site or portion(s) of site. Include copies of the respective report(s) with the Application. Please use Page 5 for additional space.		

4.2. Target Media (check all that apply)	
<input type="checkbox"/> Soil	<input type="checkbox"/> Surface water
<input type="checkbox"/> Groundwater	<input type="checkbox"/> Other:
4.3. Remediation Goals (A.R.S. § 49-175(B); check all that apply)	
<input type="checkbox"/> Background	
<input type="checkbox"/> Soil Remediation Level - Residential	
<input type="checkbox"/> Soil Remediation Level - Non-Residential <i>(if you select this option, you <u>must</u> select "Conditional NFA" in Section 4.5)</i>	
<input type="checkbox"/> Groundwater Protection Level - Default	
<input type="checkbox"/> Groundwater Protection Level - Alternative (site-specific)	
<input type="checkbox"/> Site-Specific Risk Assessment - Residential	
<input type="checkbox"/> Site-Specific Risk Assessment - Non-Residential <i>(if you select this option, you <u>must</u> select "Conditional NFA" in Section 4.5)</i>	
<input type="checkbox"/> Aquifer Water Quality Standards	
<input type="checkbox"/> Surface Water Quality Standards	
<input type="checkbox"/> Intended cleanup level not known at this time	
4.4. Contaminants of Concern (Note: COCs must have an applicable Arizona regulatory cleanup level to be eligible for a No Further Action determination)	
General Contaminant Category: (check all known or suspected)	
<input type="checkbox"/> Metals <input type="checkbox"/> Polynuclear Aromatic Hydrocarbons <input type="checkbox"/> Waste Oil <input type="checkbox"/> Petroleum <input type="checkbox"/> Pesticides	
<input type="checkbox"/> Semi-Volatile Organic Compounds <input type="checkbox"/> Volatile Organic Compounds <input type="checkbox"/> Chlorinated Solvents	
<input type="checkbox"/> Other:	
Common Contaminants: (check all known or suspected)	
<input type="checkbox"/> MTBE <input type="checkbox"/> benzene <input type="checkbox"/> toluene <input type="checkbox"/> ethylbenzene <input type="checkbox"/> xylenes <input type="checkbox"/> naphthalene <input type="checkbox"/> EDB <input type="checkbox"/> 1,2-DCA	
<input type="checkbox"/> 1,2,4-trimethylbenzene <input type="checkbox"/> 1,3,5-trimethylbenzene <input type="checkbox"/> naphthalene <input type="checkbox"/> 1,3-butadiene <input type="checkbox"/> tetraethyl lead	
<input type="checkbox"/> arsenic <input type="checkbox"/> barium <input type="checkbox"/> cadmium <input type="checkbox"/> chromium <input type="checkbox"/> copper <input type="checkbox"/> lead <input type="checkbox"/> mercury <input type="checkbox"/> selenium <input type="checkbox"/> manganese	
<input type="checkbox"/> PCE <input type="checkbox"/> TCE <input type="checkbox"/> 1,1-DCE <input type="checkbox"/> cis-1,2-DCE <input type="checkbox"/> trans-1,2-DCE <input type="checkbox"/> 1,1,1-TCA <input type="checkbox"/> vinyl chloride	
<input type="checkbox"/> DDD <input type="checkbox"/> DDT <input type="checkbox"/> DDE <input type="checkbox"/> dieldrin <input type="checkbox"/> chlordane <input type="checkbox"/> toxaphene <input type="checkbox"/> DBCP	
<input type="checkbox"/> Other: (list) Please use Page 5 for additional space.	
4.5. Anticipated Closure Type (Check only one)	
<input type="checkbox"/> No Further Action (NFA) determination pursuant to A.R.S. § 49-181	
<input type="checkbox"/> Conditional NFA determination pursuant to A.R.S. § 49-181(D), includes sites characterized and/or remediated to non-residential clean-up levels thereby requiring institutional or engineering controls as part of a Declaration of Environmental Use Restriction (DEUR).	
<input type="checkbox"/> Administrative Closure <i>(Select only if discussed with, and pre-approved by, the VRP. Specific requirements may apply.)</i>	
<input type="checkbox"/> Other:	

5. Verification of VRP Eligibility (A.R.S § 49-172)		
5.1. VRP Eligibility		
Please verify that the site is eligible for the VRP by checking the appropriate response to the eligibility requirements specified in A.R.S. § 49-172(B) and listed below. If you respond “yes” to any of the remedial activities listed below, contact the VRP for assistance at (602) 771-4496 or toll free in Arizona at (800) 234-5677 ext. 602-771-4496.		
Are remedial actions required by the terms of any of the following:	<u>YES</u>	<u>NO</u>
1) A written agreement between the Applicant and the Director entered into before the date of the application;	<input type="checkbox"/>	<input type="checkbox"/>
2) A judicial judgment or decree;	<input type="checkbox"/>	<input type="checkbox"/>
3) An administrative order issued before the date of the application;	<input type="checkbox"/>	<input type="checkbox"/>
Are remedial actions:		
Sought to be required in the complaint in a judicial action filed and served by the State of Arizona before the date of the application;	<input type="checkbox"/>	<input type="checkbox"/>
Are remedial activities subject to:		
1) Corrective action at or closure of a facility, that has qualified for interim statutes or to which a permit has been issued pursuant to A.R.S. § 49-922;	<input type="checkbox"/>	<input type="checkbox"/>
2) Listing on the Water Quality Assurance Revolving Fund (WQARF) Registry [see A.R.S. § 49-287.01(D)] or located within a WQARF boundary area and addresses the same contaminant(s) of concern. Specifically remedial actions at a site or portion of a site listed on the registry maintained pursuant to A.R.S. § 49-287.01, subsection D that address a contaminant of concern at that site, except that the ADEQ may accept an application under this article for remediation of a site or a portion of a site for which a preliminary investigation has been commenced or completed pursuant to A.R.S. § 49-287.01 but that has not been listed on the registry maintained pursuant to A.R.S. § 49-287.01, subsection D;	<input type="checkbox"/>	<input type="checkbox"/>
3) A corrective action pursuant to A.R.S. § 49-1005, unless the person waives any right to reimbursement from the ADEQ/UST Revolving Fund. Answer “No” to this question if the applicant and property owner agree not to seek reimbursement from the ADEQ/UST Revolving Fund for Leaking Underground Storage Tank (LUST) corrective actions, or no USTs are found on site. In all cases, if the Applicant answers “No” to this question, the “Waiver of ADEQ/UST Revolving Fund Reimbursement” must be completed.	<input type="checkbox"/>	<input type="checkbox"/>
If you have answered “No” to all of the above items, your site may be eligible for participation in the VRP. If you have any questions regarding eligibility requirements or application elements, please contact the VRP prior to submittal. Please note the Application fee is non-refundable.		
5.2. Investigation Information		
Are remedial actions required by the terms of any of the following:	<u>YES</u>	<u>NO</u>
1) To the best of your knowledge, is the property (or any activity conducted on the property) currently the subject of an administrative, civil, or criminal investigation related to protection of the environment? If yes, please describe on Page 5 of the Application.	<input type="checkbox"/>	<input type="checkbox"/>
2) To the best of your knowledge, has the property (or any activity conducted on the property) ever been the subject of an administrative, civil or criminal investigation related to protection of the environment? If yes please describe on Page 5 of the Application.	<input type="checkbox"/>	<input type="checkbox"/>

5.3. Actions to be Suspended. (A.R.S. § 49-173)

Check if site is being referred to VRP by another ADEQ program.

Not Applicable

ADEQ Program:

If applicable, list the enforcement or other actions the Applicant is proposing to be suspended by being accepted into the VRP.

6 Additional Information *Please include the Section reference.*

7. Voluntary Remediation Program Agreements		
7.1. Waiver of ADEQ/UST Revolving Fund Reimbursement Agreement (signatures are mandatory; A.R.S. § 49-172)		
The Applicant and property owner (if different from the Applicant) shall not seek or request reimbursement from the ADEQ/UST Revolving Fund for LUST corrective actions performed or approved under the Voluntary Remediation Program.		
By:	Name:	Date:
<i>(Applicants Signature) (print or type)</i>		
The property owner must sign, if different from the Applicant.		
By:	Name:	Date:
<i>(Property Owner's Signature) (print or type)</i>		
7.2. Property Access Agreement (A.R.S. § 49-173 and 188)		
This Environmental Access Agreement ("Agreement") is entered into by and between the Arizona Department of Environmental Quality ("ADEQ") and _____ ("Owner"). Owner and ADEQ are referred to herein as the "Parties". This access agreement grants ADEQ a right of entry to:		
Property Address: _____ ("Property")		
Parcel Numbers: _____		
1. <u>Grant of Right of Entry:</u> _____ ("Owner"), holds legal title to the Property and hereby grants permission, in the form of this license, to the Arizona Department of Environmental Quality ("ADEQ") and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors to enter on the Property to conduct the following remedial, response, and/or corrective actions ("Activities"):		
<ul style="list-style-type: none"> • Verify that the work is being performed in accordance with the work plan approved pursuant to A.R.S. § 49-177 • Verify that the work has been performed in accordance with the report submitted pursuant to A.R.S. § 49-181 • ADEQ's review may include field inspection and reasonable sampling 		
2. <u>Other Material Conditions:</u>		
A. _____ hereby grants this access agreement as a material condition of being accepted into the VRP program. Failure to provide access may serve as grounds for removal from VRP.		
B. If the applicant is different from the Owner, the applicant shall secure the Owner's signature on this document, granting right of entry. At ADEQ's request, the Owner, or his authorized agent, shall unlock any entry gate or door to the property and /or remove any lock from any onsite structures or wells.		
C. ADEQ will give Owner at least three (3) days prior notice of its intent to enter on the Property. Owner, or [his, her, its] authorized agent, will open any entry gate or door to and/or remove any lock on any applicable well on the Property.		

D. Owner and Owner's agents, employees, contractors, invitees, and guests shall not hinder or interfere with the Activities and shall not damage or tamper with any equipment, wells, or other property used in connection with the Activities. ADEQ shall bear the cost of its Activities, unless and until it is determined who is responsible for the release or threatened release of hazardous substances requiring ADEQ to conduct its Activities and is liable for such costs. ADEQ shall comply with all applicable environmental, health and safety standards and regulations when on the Property.

E. This Agreement may be canceled pursuant to A.R.S. § 38-511. This access agreement terminates upon receipt by ADEQ of a written notification of withdrawal from the Owner, issuance by ADEQ of an NFA determination, or by ADEQ notifying the Owner that it is being terminated from the program (see A.R.S. § 49-178).

F. This Agreement is subject to available funding and nothing shall bind ADEQ to expenditures in excess of funds appropriated and allotted for the purposes in this Agreement.

G. While this Agreement is in effect, ADEQ will maintain proof of insurance or self-insurance.

H. Neither Party to this Agreement agrees to indemnify the other Party or hold harmless the other Party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any Party to this Agreement, then the right to pursue one or both of these remedies is preserved.

I. ADEQ will repair any material damage it causes to the Property in connection with its Activities. Except for alterations to the Property caused by Owner, acts of nature, and persons other than ADEQ and its representatives, authorized agents, attorneys, investigators, consultants, advisors, and contractors, upon completion or discontinuation of the Activities, ADEQ will restore the Property to substantially the same condition that existed prior to the commencement of the Activities.

I. ADEQ will repair any material damage it causes to the Property in connection with its Activities. Except for alterations to the Property caused by Owner, acts of nature, and persons other than ADEQ and its

J. This Agreement expresses the entire agreement of the Parties and the Owner agrees that Owner is not relying on any promise, agreement, or representation made by ADEQ except as stated in this Agreement.

K. No modification of this Agreement is valid or enforceable unless the terms of the modification are in writing and signed by the Parties.

L. This Agreement binds and inures to the benefit of the Parties and their agents, heirs, successors, assigns, transferees, executors, and personal representatives.

M. ADEQ retains all access, investigative, and enforcement authority and all other rights and remedies available to it under any applicable law, statute, rule, and regulation.

N. This Agreement shall be interpreted and enforced according to the laws of the State of Arizona.

By: _____

Signature

[Print Name and Title]

State of _____)

) ss.

County of _____)

This Application was acknowledged before me this _____ day of _____, 20____, by

My Commission Expires

7.3. Voluntary Remediation Agreement		
The Applicant as identified in Section 2.1 of this Application agrees to the following:		
7.3.1. Reimbursement of ADEQ Costs; A.R.S. § 49-173(A)(8)(b) The Applicant agrees to reimburse ADEQ for all reasonable and necessary costs of actions taken by ADEQ, pursuant to A.R.S. § 49-173 through A.R.S. § 49-182, and A.R.S. § 49-185. Reimbursable costs include time spent by the ADEQ employees and the costs of goods and services contracted by ADEQ to carry out the activities described in the VRP authorities listed above (A.A.C. R18-7-504). The hourly reimbursement rate for ADEQ staff is \$110 per hour (A.A.C. R18-7-505). The Applicant is responsible for costs associated with the services of any contractor retained by ADEQ. The Applicant agrees to pay all costs incurred in collecting any amounts due under this agreement, including ADEQ's attorneys' fees, and other goods and services (A.A.C. R18-7-504). If an application is withdrawn or terminated from the VRP, the Applicant shall reimburse ADEQ for all costs incurred prior to the withdrawal or termination (A.A.C. R18-7-507).		
7.3.2. Advance Deposits; A.R.S. § 49-173(A)(8)(e) The Applicant agrees to provide an initial deposit of \$4,000 to ADEQ [A.A.C. R18-7-503(A)], to be submitted with the Applicant's VRP work plan or request for NFA or Conditional NFA. The Applicant's work plan (A.R.S. § 49-175) or NFA/CNFA report (A.R.S. § 49-181) will not be reviewed until VRP confirms receipt of the funds. The deposit must be in the form of a company check, cashier's check, certified check, or money order made payable to State of Arizona . ADEQ will establish a unique site-specific deposit account and will charge all incurred reimbursable costs attributable to the Applicant's site against the account. If the Applicant's account falls below \$1,000, ADEQ will request the Applicant deposit an additional \$4,000. If the Applicant fails to deposit funds within the thirty (30) days request, ADEQ will issue a notice of deficiency [A.A.C. R18-7-503(F)]. If Applicant fails to deposit the request funds within sixth (60) days of the notice of deficiency, ADEQ may terminate the applicant's site from participation in the VRP [A.A.C. R18-7-503(F)]. For more information please review A.A.C. R18-7-503.		
7.3.3. Work Plan Schedule; A.R.S. § 49-173(A)(8)(c) The Applicant agrees to carry out the tasks described in the work plan pursuant to A.R.S. § 49-175 in accordance with the schedule provided in the work plan, or to submit a report pursuant to A.R.S. § 49-181.		
7.3.4. Meeting and Conferring with ADEQ; A.R.S. § 49-173(A)(8)(d) The Applicant agrees to meet and confer with the ADEQ regarding the progress of the tasks performed in accordance with the work plan, approved pursuant to A.R.S. § 49-177, if applicable.		
7.3.5. Notice of Referral; A.R.S. § 49-178(D) Please note that upon closure, withdrawal, or termination from the VRP, ADEQ will refer any unresolved environmental concerns to the appropriate ADEQ program for further investigation and/or action.		
7.3.6. Compliance of Work Performed; A.R.S. §§ 49-175(A)(8), 49-177(D) and 49-181(C) (1) All work performed within the VRP program shall comply with any and all applicable corrective or remedial action requirements of any applicable permit required under this title. (2) All remediation actions must be consistent with Title 45, Chapter 2 - Groundwater Code. (3) All work performed must comply with any and all otherwise applicable laws and rules.		
7.3.7. Correctness of Information and Terms and Conditions Agreement Statement I certify under penalty of law that this application and all attachments are, to the best of my knowledge and belief, true, and complete. I also agree to these terms and conditions. I am aware there are significant penalties for submitting false information, including the possibility of a fine and imprisonment for knowing violations.		
Applicant's Signature		
By:	Name:	Date:

(Applicant's Signature)

(Print or type)