

### ESCROW AGREEMENT

Agreement made by and among [Owner or Operator Name], [Insert "a corporation", "a partnership", "a sole-proprietorship"] located in [Town], Vermont (hereinafter "Owner"), State of Vermont Agency of Natural Resources (hereinafter "ANR"), and the [Name of Bank],[Town or City], Vermont (hereinafter "Escrow Agent"),

1. The [Name of Bank] shall serve as Escrow Agent for the purpose of this Agreement.
2. Owner shall open an interest-bearing account with the Escrow Agent on or before [Date], and shall deposit in said escrow account the sum of \$\_\_\_\_\_ (Amount in words)(United States funds). All interest accruing thereon shall become a part of the escrow account and shall be disbursed in accordance with the terms of this Agreement. All monies that are deposited into the escrow account are impressed with a trust in favor of the State of Vermont as beneficiary of such trust.
3. The purpose of the escrow account is to set aside funds to implement the financial assurance requirements of the certification, ID #[SWM Facility Number], requested of the ANR by Owner for the operation and maintenance of a solid waste [Type of facility] (hereinafter "Facility") located in [Town], Vermont.
4. Owner shall be responsible for paying any yearly charges that may be required for maintenance of the escrow account by the Escrow Agent.
5. Owner shall certify in writing to the ANR no later than [Date], that said escrow account has been opened and that said funds have been deposited pursuant to the terms of this agreement.
6. During the term of this agreement, the Escrow Agent shall disburse funds from the escrow account provided that the Escrow Agent has received a written authorization from the Secretary of the ANR, or a duly authorized representative of the Secretary, to disburse monies from the account and provided that the written authorization contains findings that (a) the facility has been abandoned or that there has been a cessation or interruption (excluding normal, seasonal interruptions) of the operation of the facility; (b) monies are required to take all appropriate actions necessary for proper closure of the facility in accordance with the requirements of the Vermont Solid Waste Management Act 10 V.S.A. 6601 et seq and the Vermont Solid Waste Management Rules; and (c) a certain specified amount of money is required to conduct the closure of the facility.
7. At least ten days prior to submitting a request to the Escrow Agent for a disbursement of funds, the Secretary shall provide notice to Owner of his or her intent to request a disbursement unless the Secretary finds that immediate access to the funds is necessary to undertake appropriate measures to prevent present and future damages to the public health and safety and to the environment. Such notice shall be served on the register agent of Owner.
8. The Escrow Agent shall release to the ANR and to Owner any requested information concerning the escrow account, including information regarding deposits, disbursements, and accrued interest.

- 9. The Escrow Agent may pay interest accrued to the account to Owner without the authorization of the Secretary. However, no payments will be made from the account to Owner, without the written authorization of the Secretary, that would cause the account balance to fall below *[\$Amount of escrow]*.
- 10. It is understood and agreed upon by the parties to this Agreement that Escrow Agent undertakes and assumes no duties, obligations, and legal liabilities hereunder other than to act as an escrow agent in disbursing funds in accordance with the terms and conditions set forth in this Agreement. Escrow Agent shall be acquitted and discharged from all further liability for making such disbursement.
- 11. Owner and the ANR agree that in the event any claims or demands, whether by legal process or otherwise, are made upon the Escrow Agent, by any person or entity, that are contrary to or in conflict with the terms of this Agreement, Owner and the ANR may take such actions as they shall deem necessary in their respective judgments to defend and protect their interests in the escrow account. In the event of any such claims or demands contrary to or in conflict with the terms of this Agreement, Escrow Agent shall have the right to commence an appropriate action in a court of competent jurisdiction to obtain an order regarding disposition of the escrow account.
- 12. This agreement shall terminate upon written notification to the Escrow Agent by the Secretary of the ANR, or a duly authorized representative of the Secretary, that the facility has been properly closed. Upon termination, all funds then remaining in the escrow account shall be released for Owner.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

*[Owner's Name]*

By: \_\_\_\_\_  
 Signature Title Date

State of Vermont Agency of Natural Resources

By: \_\_\_\_\_  
 Signature Title Date

*[Name of Bank]*

By: \_\_\_\_\_  
 Signature Title Date