



**COVER SHEET
STANDARD OPERATING PROCEDURE**

Operation Title: Agreements
Originator: Kelly Perkins
Quality Assurance Coordinator
Division of Technical Services
Bureau of Remediation and Waste Management

APPROVALS:

Division of Technical Services Director:

Molly King Molly King Oct 13, 2023
Print name Molly King (Oct 13, 2023 09:40 EDT) Date
Signature

Bureau of Remediation and Waste Management Director:

Susanne Miller [Signature] Oct 13, 2023
Print name Signature Date

QMSC Chair:

Julie M Churchill Julie M Churchill Oct 17, 2023
Print name Signature Date

Department Commissioner:

Melanie Loyzim Melanie Loyzim Jan 23, 2024
Print name Signature Date

DISTRIBUTION:

() Division of Technical Services.....By: _____ Date: _____



1.0 APPLICABILITY

This Standard Operating Procedure (SOP) applies to all programs in the Maine Department of Environmental Protection's (MEDEP) Petroleum Remediation Program. It is also applicable to all parties that receive or provide services through the MEDEP or with the MEDEP directly.

This SOP is not a rule and is not intended to have the force of law, nor does it create or affect any legal rights of any individual, all of which are determined by applicable statutes and law. This SOP does not supersede statutes or rules.

2.0 PURPOSE

The purpose of this document is to describe the MEDEP Petroleum Remediation Program procedure for entering into agreements with Responsible Parties and/or 3rd party Claimants associated with contamination of air, water, or soil that threatens human health and/or the environment.

3.0 RESPONSIBILITIES

All MEDEP Staff must follow this procedure when performing this task. All Managers and Supervisors are responsible for ensuring that their staff are familiar with and adhere to this procedure. MEDEP staff reviewing data by outside parties are responsible for assuring that the procedure (or an equivalent) was utilized appropriately.

4.0 DEFINITIONS

- 4.1 Petroleum Remediation Program – The Petroleum Remediation Program is the portion of the petroleum program that focuses on remediation of soil, water, and air that are contaminated by and with petroleum hydrocarbons. This includes USTs, ASTs, piping, transportation, related activities that cause the release of petroleum hydrocarbons to the environment.
- 4.2 Referral Project - A referral project (referral) is a petroleum release case that is referred to Technical Services (TS) the case requires TS staff to remediate soil, water, or air prevent exposure to an identified receptor.
- 4.3 Technical Assistance Project - A technical assistance project (TA) is a petroleum release site that requires assistance from Technical Services staff to provide technical support to determine if remediation of soil, water, or air is warranted.



4.4 Transfer of Responsibility Agreement- A document that outlines the responsibilities of the Department and the homeowner, which is signed when an SSDS, point of entry (POE) water treatment system or other piece of equipment is no longer necessary to mitigate a health risk due to contamination and is left in the building for the owner to maintain.

5.0 GUIDELINES AND PROCEDURES

5.1 INTRODUCTION

In order to provide equitable treatment and understanding of the Department's activities with Responsible Parties and/or 3rd Party Damage Claimants, the Agreements listed in this SOP are considered necessary in providing a documented commitment by all parties to the cleanup operations of a petroleum release.

These agreements require signatures by a Responsible Party or 3rd Party Damage Claimant and the MEDEP. These agreements take effect on the date of signing. All signed agreements must be secured and recorded in the Project File.

Consideration to the various activities provided by the Department is given. There may be additional agreements required, which are not covered by this SOP. A listing of the Agreements is provided below, and the agreements are attached as an Appendix to this SOP.

5.2 AGREEMENTS

The following agreements are intended to provide some protection and understanding of the activities between the MEDEP and the Homeowner. The agreements are grouped into the typical timeframe at which the agreement would be initiated. Each agreement is provided as an attachment to this document.

1. Initial Response (includes Technical Assistance Projects)
 - i. Cleanup Options Agreement (Attachment 1)
 - ii. Initial Cleanup Actions Agreement (Attachment 2)
2. Referral Project
 - i. Homeowner Information Document (Attachment 3)
 - ii. Water Treatment System Filter Agreement (Attachment 4)
3. Completion of Spill Location Activities (No Ongoing Obligation of MEDEP)



- i. Point-of-Entry Treatment System Transfer of Responsibility Agreement (Attachment 5)
 - ii. Water Supply Well and Treatment System Transfer of Responsibility Agreement (Attachment 6)
 - iii. Department Installed Equipment Transfer of Responsibility Agreement (Attachment 7)
 - iv. Unilateral Transfer of Department Installed Equipment Letter (Attachment 8)
4. Completion of Spill Location Activities (Ongoing DEP Obligation)
- i. Long Term Point-of-Entry Treatment System Agreement (Attachment 9)

The **Cleanup Options Agreement** (Attachment 1) is the initial agreement signed between the homeowner and the MEDEP (typically a person from the Response Services Unit). This agreement is confirmation of a potential Insurance Fund candidate's decision to either have the MEDEP manage and pay for the clean-up action or be responsible to manage their own cleanup action and seek reimbursement for eligible costs at a later date. This agreement should be signed prior to the commencement of cleanup actions.

The **Initial Cleanup Actions Agreement** (Attachment 2) is an agreement prepared by the MEDEP and signed by the Owner detailing the requirements of the Owner to achieve a MEDEP Commissioner approved cleanup action. This agreement is required in situations of Owner managed cleanup actions (see Cleanup Options Agreement). This agreement should be signed prior to the commencement of cleanup actions.

The **Homeowner Information Document** (Attachment 3) is an optional information document provided to the homeowner upon initial contact of the MEDEP with the Owner. This document provides a discussion of typical activities to be conducted and the intent to transfer ownership of equipment (transfer of responsibility) to the property Owner following cleanup activities. This information document is intended to be used by all Technical Services staff in preparation of field activities and should be signed prior to or at the initial time MEDEP Tech Services accesses the site.

The **Water Treatment System Filter Agreement** (Attachment 4) is required in situations where a water supply is contaminated with a contaminant that is present at concentrations exceeding the relevant state and/or federal regulations or guidelines for drinking water and the immediate practicable alternative is to treat the water supply on a temporary basis. This document outlines the responsibilities of the MEDEP and the well owner and is signed before a POE water treatment system is installed. This agreement provides for MEDEP routine monitoring and maintenance. The well owner assumes ownership of the POE water treatment system upon signing this agreement. When this agreement is secured, transfer of ownership or responsibility agreements (Agreements 5 and 7) are not required. This agreement will be superseded or



removed in its entirety following satisfactory cleanup actions by the MEDEP or if a replacement potable water supply is provided.

The **Point-of-Entry Treatment System Transfer of Responsibility Agreement** (Agreement 5) is required to transfer the ownership and the responsibility of all maintenance of an installed water supply treatment system that is no longer required to treat an existing petroleum-impacted water supply. There is no ongoing obligation remaining for the MEDEP for system maintenance.

The **Water Supply Well and Treatment System Transfer of Responsibility Agreement** (Attachment 6) is required to transfer ownership and all maintenance requirements of a replacement water supply well and appurtenant systems to the Owner. There is no ongoing obligation by the MEDEP for system maintenance.

The **Department Installed Equipment Transfer of Responsibility Agreement** (Attachment 7) is required to transfer the ownership and all maintenance requirements of equipment purchased and installed by the MEDEP. This agreement can be used for various pieces of equipment including but not limited to a vapor mitigation system, sump pump, fans, and heat recovery systems. Once signed, there is no ongoing obligation by the MEDEP for system maintenance.

The **Unilateral Transfer of Department Installed Equipment Letter** (Attachment 8) is used to transfer the ownership and all maintenance requirements of equipment purchased and installed by the MEDEP where all reasonable attempts have been exhausted by the MEDEP to sign the Department Installed Equipment Transfer of Responsibility Agreement in Attachment 9. This letter can be used for various pieces of equipment including but not limited to a vapor mitigation system, sump pump, fans, and heat recovery systems.

The **Long-Term Point-of-Entry Treatment System Agreement** (Attachment 9) is required in situations where a water supply is contaminated, and the homeowner assumes ownership of the treatment system and takes responsibility for monitoring and maintenance. It is intended to be the only practicable/feasible alternative for long term treatment to meet state and/or federal regulations for drinking water. This agreement transfers ownership of the POET to the property owner and provides details on homeowner system maintenance and reimbursement for eligible expenses through the MEDEP Collection, Claims and Recovery Unit.

5.3 PROJECT SPECIFIC CONSIDERATIONS

The project-specific methodology needs to consider factors such as properties under foreclosure, owned by Trustees, or businesses owned by corporations.



6.0 REFERENCES

Attachment 1: Cleanup Options Agreement
Attachment 2: Initial Cleanup Actions Agreement
Attachment 3: Homeowner Information Document
Attachment 4: Water Treatment System Filter Agreement
Attachment 5: Point-of-Entry Treatment System Transfer of Responsibility Agreement
Attachment 6: Water Supply Well and Treatment System Transfer of Responsibility Agreement
Attachment 7: Department Installed Equipment Transfer of Responsibility Agreement
Attachment 8: Unilateral Transfer of Department Installed Equipment Letter
Attachment 9: Long Term Point-of-Entry Treatment System Agreement

RWM-PP-005 Determining Eligible Cleanup Costs Under the Groundwater-Surface Water Fund Program

RWM-PP-006 Conceptual Site Model for Petroleum Contamination

RWM-PP-015 Water Supply Filtration and Treatment and Air Treatment

RWM-PP-016 Water Supply Replacement

RWM-PP-017 Site Activity & Site Closure Documentation

RWM-PP-019 Sub-Slab Depressurization Systems (SSDS)

RWM-PP-020 Well and Soil Boring Abandonment



CLEAN-UP OPTIONS AGREEMENT

MAINE GROUND and SURFACE WATERS CLEAN-UP AND RESPONSE FUND

Project ID: _____ **Address:** _____

Registration #: _____ **DEP Spill #:** _____

I. INTRODUCTION

The Department of Environmental Protection (hereinafter “Department”) has confirmed the discharge of petroleum hydrocarbons on your property. The discharge must be removed or cleaned up to the Department’s satisfaction.

In accordance with 38 M.R.S.A. § 568-A, and subject to deductibles, the Commissioner of the Department shall undertake and pay for the cleanup expenses directly, unless the applicant chooses to pay the expenses and seek reimbursement from the fund. As the potential Insurance Fund applicant, you are requested to choose one of the two options below.

If you have any questions regarding this agreement, please call the Division of Technical Services within the Department's Bureau of Remediation and Waste Management at (207) 287-7688.

II. TERMS OF AGREEMENT

A. The Owner agrees to choose Option 1 (Department manages cleanup) OR Option 2 (Owner manages cleanup) below.

Option 1.

I _____ (potential Insurance Fund applicant) choose to have the Department manage the clean-up of my property and pay directly all the costs incurred in relation to said clean-up. I understand the Department will be responsible for hiring/firing and paying all contractors/consultants for all work considered to be clean-up pursuant to 38 M.R.S.A. § 568-A, et seg., from this point forth. I further understand that by choosing this option I am relinquishing the responsibility of managing the clean-up at this site to the Department. I also understand I may be responsible for any expenses incurred by the Department that are not considered eligible clean-up expenses;

Option 2.

I _____ (potential Insurance Fund applicant) choose to accept responsibility for managing the clean-up of this site to the clean-up standards established by the Department. I understand I will be responsible for hiring/firing, paying, and overseeing all contractors/consultants conducting work on-site, with the Department retaining the responsibility and authority of review and approval of

CLEAN-UP OPTIONS AGREEMENT

Date _____

Project Manager _____

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Project ID _____

all work conducted on site. I further understand I will be responsible for paying all contractors/consultants and remitting copies of invoices paid, along with copies of the canceled checks, to the Department for reimbursement of eligible clean-up expenses. I also understand I may be responsible for any expenses incurred by me or the Department that are not considered eligible clean-up expenses by the Department pursuant to 38 M.R.S.A. § 568-A.

PROPERTY OWNER/AUTHORIZED PERSON:

By: _____

(Authorized Signature)

(Printed Name)

(Date)

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____

(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



DEPARTMENT OF ENVIRONMENTAL PROTECTION
Bureau of Remediation and Waste Management
Division of Response Services
Maine Ground and Surface Waters Clean-up and Response Fund
INITIAL CLEAN-UP ACTIONS AGREEMENT

Facility Name: _____ Address: _____

Owner: _____ Registration #: _____

DEP Spill #: _____

Date: _____

I, _____ (signature of DEP representative) have investigated
_____ (Facility Name) site located in _____
(Town), and the following actions are necessary before _____ (agreed date).

List of Actions Needed:

Multiple horizontal lines for listing actions needed.

I understand that compliance with the above does not define the limits of remediation or release the facility owner from responsibility for further remediation. I further understand that, should this site become eligible for coverage of clean-up costs under the insurance provisions of the Maine Ground and Surface Waters Clean-up and Response Fund, the applicant is responsible for all ineligible expenses and the state may seek reimbursement from the responsible party for non-eligible expenditures.

Signature of Owner/Representative

Date

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, ME 04333-0017
(207) 287-7800 Fax: (207) 287-7939

BANGOR
106 HOGAN ROAD
BANGOR, ME 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, ME 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, ME 04769-2094
(207) 764-0477 FAX: (207) 764-1507



HOMEOWNER INFORMATION DOCUMENT

INVESTIGATION: In order to assess the impact of the recent spill and determine if immediate and long-term measures are necessary to protect the environment and deliver a safer environment for occupants, investigations are necessary. Investigations can include checking for contamination presence/absence and the level of impact in indoor air, building materials, stored goods, groundwater, drinking water, and soil. Some investigative activities such as assessing impact below a concrete slab are invasive with respect to drilling temporary holes through a slab.

REMEDIATION:

- **Implementation:** Once the DEP has conducted its investigations, it may be necessary to perform source removal measures which can include removing contaminated portions of building elements such as stud walls and concrete floor and/or include source control measures such as the installation of barriers and sealers. Control measures may also include installation of groundwater and vapor collection pipe and sumps and powered equipment such as pumps, fans, blowers, dehumidifiers, heaters, groundwater recovery and treatment systems, in-line heat tape, drinking water protection systems, and/or Vapor Mitigation Systems (VMS), and/or _____.
- **Completion:** Upon satisfactory cleanup, the Owner may be issued a Transfer Of Responsibility Agreement, transferring ownership and responsibility of the permanently-installed equipment and materials from the DEP to the Owner. This is Fund provided equipment and materials that are formally and permanently conveyed to the Owner to use and operate as desired. While the operation of some systems after cleanup is not necessary to meet any remedial goals, continued operation and upkeep of some systems may provide supplementary benefits to your property including floor sealant (moisture control), a VMS (which may assist with radon and moisture removal), and a sump and pump (flood control). An example Transfer Of Responsibility Agreement is attached for your reference.

CLEAN-UP COSTS: When items are required to be removed to complete a clean-up, costs associated with the replacement of fixed property items that affect the structural integrity or habitability of the building are eligible clean-up costs under the Maine Ground and Surface Waters Clean-up and Response Fund (Fund). Examples include major structural items such as beams, framing, plywood flooring (excluding floor coverings such as carpet or tiles), insulation, and wallboard (including one application of drywall compound, but excluding wall coverings such as paint or wallpaper). Tank replacement or upgrading a heating oil tank and piping is not covered under the Fund. More information on the fund and eligible clean-up costs can be found in the attached Cost Guide and at Maine DEP's web site at: <https://www.maine.gov/dep/spills/groundwater/index.html>



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



TEMPORARY AND PERMANENT EQUIPMENT INSTALLATION: Some of the equipment is installed as a permanent building component and/or infrastructure to maintain building function and provide long term control of residual contamination. As such, they are installed to building codes by qualified contractors and it is considered impractical to remove them when the clean-up is complete. For that reason, when the clean-up is deemed complete and controls are no longer necessary, DEP will relinquish permanent materials and equipment installed under the Fund, to the Owner. Material and equipment deemed “permanent” include barriers, concrete floors, sumps, sump pumps and associated plumbing, Vapor Mitigation Systems (VMS) and associated interior and exterior ventilation pipe, and/or _____
_____. Please note that any required building or electrical permits will be in the Owner’s name.



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



WATER TREATMENT SYSTEM FILTER AGREEMENT

Project ID: {EGAD Or REM0 #} Address: {Address, Town Name}

This AGREEMENT is entered by and between the Department of Environmental Protection ("Department"), and {Owner Name} ("Owner"), Owner of the property at {Street Address}, {City/Town} in {County Name} County ("Property"), each a "Party" and collectively the "Parties".

WHEREAS, the Department has determined that the Property's water supply is unsatisfactory due to elevated levels of {Insert Contaminant Name Or Class - Per- And Polyfluoroalkyl Substances ("PFAS"), Chlorinated Solvents, Etc.} present {At Concentrations Exceeding Relevant State And/OR Federal Regulations Or Guidelines For Drinking Water} ("Contamination");

WHEREAS, the Department has determined that a replacement water supply is not an option because such a replacement water supply is technologically or economically infeasible or cannot be readily installed in a timely manner;

WHEREAS, the Owner has been or will be provided with a Water Treatment System ("Treatment System") to mitigate the Contamination and the Owner has agreed to assume ownership of said Treatment System {Optional Language -- A Description Of The Treatment System And An Operations & Maintenance Manual Are Attached To This Agreement}; and

WHEREAS, the Department of Health and Human Services, Center for Disease Control and Prevention (866) 292-3474 or (207) 287-4311 can answer any health-related questions you may have regarding the use of filtered water. Questions regarding the Treatment System and this Agreement can be directed to the {Division Of XXXX} within the Department's Bureau of Remediation and Waste Management at (207) 287-7688, referencing the Project ID and address listed at the beginning of this Agreement.

NOW THEREFORE, the Parties agree as follows:

The Department agrees to:

1. Install a Treatment System on the contaminated water supply of the Property Owner, subject to available funding and until an alternative approach is available. The Treatment System may consist of a combination of filter vessels and any other water quality pre-treatment devices deemed necessary by the Department to enhance the effectiveness of the Treatment System and to prolong the useful life of the Treatment System.
2. Provide the Property Owner with an Operation and Maintenance Manual for the Treatment System.
3. Periodically sample the Property's water supply at a frequency deemed necessary by the Department with the intent of assessing the efficacy and continued need for a Treatment System, subject to available funding and until an alternative approach is available.
4. Review the results of any water samples, and repair or replace components of the Treatment System, as deemed necessary by the Department. Copies of the sampling results will be

WATER TREATMENT SYSTEM FILTER AGREEMENT

Site Address: Insert Address, Town

Project ID: Insert EGAD or REMO #

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provided to the Property Owner by the Department or the Department's Designee.

5. Pay for the operations and maintenance of the Treatment System at the Property, subject to available funding and until an alternative approach is available, unless the Department and Property Owner agree, in writing, that the Property Owner is assuming responsibility to conduct certain pre-treatment maintenance (e.g., addition of salt that is provided by the Department to a salt-based softener, change-out of a sediment filter that is provided by the Department).

The Property Owner agrees to:

1. Assume ownership of the Treatment System, as part of the Property's real estate, immediately upon its installation at the Property (or as of the date of this Agreement, if the system is already in place);
2. Allow the Department and/or the Department's Designee access to the Property to install, maintain, inspect, service, and collect samples from, as deemed necessary by the Department;
3. Notify the Department immediately whenever an unusual taste, odor, or color in the water appears, or if there is any problem or malfunction with respect to the Treatment System;
4. Assume responsibility for the proper and reasonable care of the Treatment System and any ancillary structures, such as a shed if one is required to properly house the Treatment System. Proper and reasonable care includes allowing the Department to install the Treatment System and any ancillary structures at the Property in a readily accessible, clean area where it will be protected from damage, falling objects, and freezing and other inclement weather conditions and not tampering with, modifying, or bypassing the Treatment System. Proper and reasonable care also includes assuming responsibility for removal of the Treatment System if it is no longer necessary to mitigate the Contamination;
5. Provide all Tenants with a copy of this Agreement, the Treatment System Operations Manual, and all test results pertaining to the Treatment System;
6. Notify the Department within 30 days of any change in ownership, occupancy, or tenancy of the Property. This Agreement must be shown to all tenants, and all tenants must abide by the terms of this Agreement;
7. Notify prospective buyers, prior to entering into a purchase and sales agreement, of the Property's dependence on the Treatment System to mitigate the Contamination in the water supply. Ownership of the Treatment System and adherence to the responsibilities outlined in this Agreement will transfer with ownership of the Property. Disclosure of residential water supply system information is required pursuant to *Conveyance of Real Estate*, 33 M.R.S. § 173;
8. Promptly notify the Department if the Property is provided with a replacement water supply by the Owner or Tenant(s) to mitigate the Contamination. If so, this Agreement will terminate, and the Department is no longer responsible for the maintenance that it is performing on the Treatment System;

WATER TREATMENT SYSTEM FILTER AGREEMENT

Site Address: Insert Address, Town

Project ID: Insert EGAD or REMO #

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- 9. Hold the Department harmless for any Department action taken under this Agreement including without limitation to any failure of the Treatment System. While efforts are being taken under this Agreement with the goal of ensuring that an adequate and reliable Treatment System is installed and maintained, the Department makes no guarantees as to the long-term effectiveness of the Treatment System.

Notwithstanding the foregoing, the Department or the Department’s Designee may decline to provide operations and maintenance of the Treatment System under any of the following conditions, as determined by the Department in its sole discretion:

- 1. If the Property Owner fail to sufficiently comply with any of the above terms of this Agreement; or
- 2. If future water sample results from samples taken at pre-filter locations fail to show Contamination at concentrations exceeding relevant State and/or Federal regulations or guidelines for drinking water, as determined by the Department; or
- 3. If the Property is sold and the new Property Owner refuses to enter into or abide by this Agreement with the Department; or
- 4. If the Property is abandoned or unoccupied for a period of more than three months unless otherwise agreed to in writing by the Department.

This Agreement must be read, understood, and signed by the Property Owner prior to the installation or use (if a Treatment System is already in place) of any State-provided Treatment System.

I/we the undersigned have read and understand all the terms of this Agreement, and I/we agree to abide by all of the terms of this Agreement.

PROPERTY OWNER:

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____

By: _____

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Date)

(Printed Title)

(Date)

WATER TREATMENT SYSTEM FILTER AGREEMENT

Site Address: Insert Address, Town

Project ID: Insert EGAD or REMO #

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STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



**POINT-OF-ENTRY TREATMENT SYSTEM
TRANSFER OF RESPONSIBILITY AGREEMENT**

Project ID: {EGAD Or REM0 #} Address: {Address, Town Name}

This AGREEMENT is entered by and between the STATE OF MAINE, acting by and through its Department of Environmental Protection (hereinafter "Department"), and NAME (hereinafter "Owner"), Owner of the property at ADDRESS, TOWN in COUNTY, each a "party" and collectively the "parties".

WHEREAS, the Department has investigated a release of petroleum associated with Spill #XXXXXX associated with SITE NAME in TOWN, Maine.

WHEREAS, the Department has determined that the Owner's water supply located at ADDRESS, TOWN, Maine no longer requires treatment for _____, and

WHEREAS, the Owner has requested that the Department-installed Point of Entry (POE) treatment system remain on their water supply, and has agreed to assume ownership of and responsibility for all maintenance of said system:

NOW THEREFORE, the parties agree as follows:

- I. The Department agrees to do the following:
 - a. Not remove the currently installed POE treatment system.
 - b. Notify the Vendor of the POE Treatment system that the Department will no longer be responsible for the POE Treatment system.
- II. The Owner agrees to do the following:
 - a. Assume ownership of the POE treatment system immediately upon the effective date of this Agreement, and notify the vendor of the POE treatment system that the Owner will be assuming all responsibility for the POE treatment system.
 - b. Assume responsibility and financial liability for the operation and maintenance and future removal of the POE treatment system, in accordance with the procedures as supplied by the Vendor. If the owner chooses to install and operate any additional treatment equipment on the

replacement well other than the POE treatment system provided by the Department, such equipment and the associated expenses will be the sole responsibility of the owner.

- c. Hold harmless the State, its agents, and employees from any and all liabilities and claims associated with the use of the POE treatment system and the consumption and use of the treated water, as well as any and all liabilities or claims arising out of the performance of this Agreement.

III. The effective date of this Agreement shall be the date of execution by the last signatory.

IV. Signature on the lines provided below shall constitute acceptance of the terms of this Agreement. The parties represent and state that the individuals whose signatures appear below on behalf of each of them are duly authorized to execute this Agreement.

PROPERTY OWNER:

TENANT:

By: _____
(Authorized Signature)

(Printed Name)

(Date)

By: _____
(Signature)

(Printed Name)

(Date)

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____
(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



**WATER SUPPLY WELL AND TREATMENT SYSTEM
TRANSFER OF RESPONSIBILITY AGREEMENT**

Project ID: {EGAD Or REM0 #} Address: {Address, Town Name}

This AGREEMENT is entered by and between the STATE OF MAINE, acting by and through its Department of Environmental Protection (hereinafter "Department"), and _____ (hereinafter "Owner"), Owner of the property at _____, _____ in _____ County, each a "party" and collectively the "parties".

WHEREAS, the Department has investigated (*insert contamination, i.e. gasoline, tetrachloroethylene, chlorinated solvents, etc.*) contamination at the Owner's property at _____ under (*Insert Department Spill #X-YYY-20XX or designated site name*); and

WHEREAS, the Department has determined that the Owner's water supply well located at _____, is unsatisfactory due to the (*insert reasons for new well, i.e. contamination, water quality, yield, etc.*); and

WHEREAS, the Department has determined that installation of a new well is the most cost effective and technologically feasible and reliable means of providing the Owner with a permanent water supply capable of supplying potable water (*or other issue based on above*):

NOW THEREFORE, the parties agree as follows:

- I. The Department agrees to do the following:
 - a. Install a new water supply well that will yield water in volume that is, at minimum, equal to the yield of the Owner's original water supply well.
 - b. Install the appropriate pumps, piping, electrical conduits and other peripherals necessary to connect the water supply well to the Owner's household (*and/or business*) water system.

- II. The Owner agrees to do the following:
 - a. Assume ownership of the new drilled well immediately upon the effective date of this Agreement or upon the date the replacement water supply well is connected to the Owner's household (*and/or business*

- water*) system, whichever is later.
- b. Assume responsibility and financial liability for the operation and maintenance of the new well and all associated pumps, piping, valves, and other peripheral parts required for the well and its connection to the Owner's household (*and/or business*) water system.
 - c. (*Use if appropriate or use separate filter system agreement*) Assume responsibility and financial liability for the operation and maintenance of all water treatment systems supplied by the Department, in accordance with the procedures as supplied by the Vendor. If the Owner chooses to install and operate any additional treatment equipment other than the treatment systems provided by the Department for whatever reason, such equipment and the associated expenses will be the sole responsibility of the Owner.
 - d. Hold harmless the State, its agents, and employees from any and all liabilities and claims associated with the use of all water supply wells and water treatment systems and the consumption and use of the treated water, as well as any and all liabilities or claims arising out of the performance of this Agreement.

III. The effective date of this Agreement shall be the date of execution by the last signatory.

IV. Signature on the lines provided below shall constitute acceptance of the terms of this Agreement. The parties represent and state that the individuals whose signatures appear below on behalf of each of them are duly authorized to execute this Agreement.

PROPERTY OWNER:

TENANT:

By: _____

By: _____

(Authorized Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date)

(Date)

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____

(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



**DEPARTMENT INSTALLED EQUIPMENT
TRANSFER OF RESPONSIBILITY AGREEMENT**

Project ID: {EGAD Or REM0 #} Address: {Address, Town Name}

This AGREEMENT is entered by and between the STATE OF MAINE, acting by and through the Department of Environmental Protection (hereinafter "Department"), and _____ (hereinafter "Owner"), Owner of the property at _____, Maine in _____ County, each a "party" and collectively the "parties".

WHEREAS, the Department has investigated a release of heating oil at the Owner's property, identified by Department Spill Number _____; and

WHEREAS, the Department has determined that the _____ installed by the Department is no longer needed to mitigate risk to human health and the environment; and

WHEREAS, the Owner has requested that the Department-installed equipment remain on their property, and has agreed to assume ownership of, and responsibility for, all maintenance of said system.

NOW, THEREFORE, the parties agree as follows:

- I. The Department agrees to do the following:
 - A. Not remove the currently installed equipment.
- II. The Owner agrees to do the following:
 - A. Assume ownership of the Department installed equipment immediately upon the effective date of this Agreement;
 - B. Assume responsibility and financial liability for the operation and maintenance and future removal of the Department installed equipment. If the Owner chooses to install and operate any additional treatment equipment other than the equipment provided by the Department, such equipment and the associated expenses will be the sole responsibility of the Owner; and
 - C. Hold harmless the State, its agents, and employees from any and all liabilities and claims associated with the use of the Department installed equipment, as well as any and all liabilities and claims arising out of the performance of this Agreement.
- III. The effective date of this Agreement shall be the date of execution by the last signatory.

IV. Signature on the lines provided below shall constitute acceptance of the terms of this Agreement. The parties represent and state that the individuals whose signatures appear below on behalf of each of them are duly authorized to execute this Agreement.

PROPERTY OWNER:

TENANT:

By: _____
(Authorized Signature)

(Printed Name)

(Date)

By: _____
(Signature)

(Printed Name)

(Date)

**DEPARTMENT OF ENVIRONMENTAL
PROTECTION:**

By: _____
(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)



JANET T. MILLS
GOVERNOR

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



MELANIE LOYZIM
COMMISSIONER

Date:

Name
Address
Town, ME zip

RE: Transfer of Ownership of Department Installed Equipment

Dear Mr/s. Name:

In the course of remediating the petroleum spill at your home (**Spill #**), the Department installed a **equipment**. The Department has since determined that the Department-installed equipment is no longer needed to mitigate risk to human health and the environment at your property.

The Department has made numerous attempts to contact you to determine whether the equipment should be removed or remain in place through an agreement with the Department. We have tried to contact you by phone (**dates**), email (**dates**), in person (**dates**), and letter (**dates** including by certified mail dated **date**).

This letter constitutes the Department’s final attempt to contact you regarding this matter. If the Department does not hear from you by [INSERT DATE], we will assume you do not want the Department to remove the equipment from your property and that you agree to accept ownership of the equipment and responsibility for maintenance. In addition, the Department will assume that you have agreed to accept responsibility and financial liability for the operation and maintenance and future removal of the Department installed equipment. If you choose to install and operate any additional treatment equipment other than the equipment provided by the Department, such equipment and the associated expenses will also be your sole responsibility.

If you have any questions, please call me at (207) **phone number**, or e-mail me at address@maine.gov.

Respectfully,

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04769
(207) 764-0477 FAX: (207) 760-3143



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION



LONG-TERM POINT-OF-ENTRY TREATMENT SYSTEM AGREEMENT

Project ID: {EGAD Or REM0 #} Address: {Address, Town Name}

This AGREEMENT is entered by and between the STATE OF MAINE, acting by and through its Department of Environmental Protection (hereinafter "Department"), and *(Insert Property Owner name(s))* (hereinafter "Owner"), Owner of the property at *(Insert Street Address)*, *(Insert Town/City)* in *(Insert County)* County, (herein after "the Property") each a "party" and collectively the "parties". **This agreement supercedes the agreement between same parties dated *(Insert Date of agreement)* *(Insert this sentence only if applicable, such as replacing a previous short term system agreement with this long term agreement)*.**

WHEREAS, the Department has determined that the Property's water supply is unsatisfactory due to elevated petroleum hydrocarbon contamination *(Insert any other site related contaminants, i.e. arsenic, etc)* concentrations exceeding *(insert standards, i.e. Department Petroleum Remediation Guidelines, primary drinking water standard promulgated by U.S. EPA, etc.)*;

WHEREAS, the Department has determined that a replacement water supply is not an option because such a replacement water supply is technologically or economically infeasible; and

WHEREAS, the Owner has been provided with a water treatment system to mitigate the elevated petroleum hydrocarbon contamination *(insert any other site related contaminants)*, in order to provide potable water as the long-term resolution for their water supply, and the Owner has agreed to assume ownership of and responsibility for the maintenance of said system, the components of which are listed on Attachment A.

NOW THEREFORE, the parties agree as follows:

I. The Department agrees to:

Reimburse the Owner for the maintenance and upkeep (including replacement parts, and media if needed) of the treatment system under the existing Ground and Surface Waters Clean-up and Response Fund coverage for DEP Spill # *(Insert spill number X-XXX-XX)* for eligible treatment costs substantiated per the Department's Fund Coverage Cost Guide and identified in Attachment A, subject to available funding.

For the purposes of this Agreement, eligible costs for reimbursement include:

A. Operational costs associated with the treatment system,

- B. Routine or emergency maintenance of the treatment system, including reasonable labor rates appropriate for the task,
- C. *(Insert frequency here, i.e, annually quarterly, etc)* water samples for *(Insert contamination here)* at a qualified laboratory, and
- D. Other costs deemed reasonable by the Department.

In the event of catastrophic failure of the treatment equipment, the Department may consider reimbursement of associated documented costs upon its discretion.

II. The Owner agrees to:

- A. Assume ownership of the treatment system immediately upon its installation onto the Owner's premises (or as of this date, if the system is already in place).
- B. Assume responsibility for the operation and maintenance of the treatment system. If the Owner chooses to install and operate any additional treatment equipment on the replacement well other than the system identified in Attachment A provided by the Department, such equipment and the associated expenses will be the sole responsibility of the Owner.
- C. Submit cost documentation including proof of payment for expenses related to the maintenance and upkeep of the treatment system. In the event of the catastrophic failure of the treatment equipment, prior to replacing and submitting a reimbursement request, the Owner shall notify and get pre-approval from the Department. All reimbursement requests are to be submitted in writing with accompanying supporting documentation to: DEP Collection, Claims and Recovery Section 17 State House Station, Augusta, ME 04333. The invoices need to be referenced Attn: Ground and Surface Waters Clean-up and Response Fund Reimbursement Spill Number *(Insert Spill Number X-XXX-XXXX)*.
- D. Notify prospective buyers prior to entering into a purchase and sales agreement of the property's dependence on the treatment system for a potable water supply and that the ownership of the treatment system along with responsibility for its proper operation and maintenance will transfer with ownership of the property. The Owner acknowledges that the Department will file a deed notice to notify future owners of the terms of this Agreement.
- E. Hold harmless the State, its agents, and employees against any liabilities associated with the use of the treatment system including the consumption and/or use of the treated water; except as provided for in this Agreement.

The effective date of this Agreement shall be the date of execution by the last signatory.

Signature on the lines provided below shall constitute acceptance of the terms of this Agreement. The parties represent and state that the individuals whose signature appear below on behalf of each of them are duly authorized to execute this Agreement.

PROPERTY OWNER:

TENANT:

By:

By:

(Authorized Signature)

(Signature)

(Printed Name)

(Printed Name)

(Date)

(Date)

DEPARTMENT OF ENVIRONMENTAL PROTECTION:

By: _____
(Authorized Signature)

(Printed Name)

(Printed Title)

(Date)

RWM-PP-018_Agreements

Final Audit Report

2024-01-23

Created:	2023-10-13
By:	Lindsay Caron (LINDSAY.ER.CARON@MAINE.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsHI5tAcF28BfsPUzZYy2Eq2VDN3y41Fj

"RWM-PP-018_Agreements" History

-  Document created by Lindsay Caron (LINDSAY.ER.CARON@MAINE.GOV)
2023-10-13 - 1:37:44 PM GMT- IP address: 198.182.163.115
-  Document emailed to Molly King (molly.king@maine.gov) for signature
2023-10-13 - 1:40:16 PM GMT
-  Email viewed by Molly King (molly.king@maine.gov)
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-  Document e-signed by Molly King (molly.king@maine.gov)
Signature Date: 2023-10-13 - 1:40:52 PM GMT - Time Source: server- IP address: 198.182.163.115
-  Document emailed to Susanne Miller (susanne.miller@maine.gov) for signature
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-  Email viewed by Susanne Miller (susanne.miller@maine.gov)
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-  Document e-signed by Susanne Miller (susanne.miller@maine.gov)
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-  Document emailed to Kevin Martin (kevin.martin@maine.gov) for signature
2023-10-13 - 2:10:29 PM GMT
-  Email viewed by Kevin Martin (kevin.martin@maine.gov)
2023-10-17 - 12:49:24 PM GMT- IP address: 104.47.64.254
-  Lindsay Caron (LINDSAY.ER.CARON@MAINE.GOV) added alternate signer Julie M Churchill (julie.m.churchill@maine.gov). The original signer Kevin Martin (kevin.martin@maine.gov) can still sign.
2023-10-17 - 3:07:45 PM GMT- IP address: 198.182.163.115
-  Document emailed to Julie M Churchill (julie.m.churchill@maine.gov) for signature
2023-10-17 - 3:07:45 PM GMT

 Email viewed by Julie M Churchill (julie.m.churchill@maine.gov)

2023-10-17 - 4:41:29 PM GMT- IP address: 104.47.65.254

 Document e-signed by Julie M Churchill (julie.m.churchill@maine.gov)

Signature Date: 2023-10-17 - 4:42:37 PM GMT - Time Source: server- IP address: 198.182.163.121

 Document emailed to Melanie Loyzim (melanie.loyzim@maine.gov) for signature

2023-10-17 - 4:42:38 PM GMT

 Email viewed by Melanie Loyzim (melanie.loyzim@maine.gov)

2024-01-23 - 5:18:11 PM GMT- IP address: 104.47.65.254

 Document e-signed by Melanie Loyzim (melanie.loyzim@maine.gov)

Signature Date: 2024-01-23 - 5:18:31 PM GMT - Time Source: server- IP address: 24.198.176.172

 Agreement completed.

2024-01-23 - 5:18:31 PM GMT