

# Agreement for the Assumption of Responsibility for Monitoring Wells

March 2014

RR-970

This template is offered for use between 2 private parties, when a second party would like to use monitoring wells on a property for a site that is receiving closure under ch. NR 726. In this case, the monitoring wells would not be filled and sealed (abandoned) by the first party. Upon an agreement between the 2 parties, the monitoring wells would remain viable for continued monitoring, the first party would allow access to the wells, and the second party would assume responsibility for the condition and eventual abandonment of the monitoring wells.

Parties are free to revise the format and agreements as they see fit. This guidance is simply meant to provide information on what the Department is looking for in terms of documenting access to and acceptance of responsibility for maintenance and abandonment of monitoring wells. The basic concepts we are looking for include:

1. identification of the parties
2. access agreement for continued monitoring and maintenance, and future abandonment
3. acceptance of responsibility for monitoring well sampling, maintenance and abandonment
4. effective date/s

This document is intended solely as guidance and does not contain any mandatory requirements except where requirements found in statute or administrative rule are referenced. This guidance does not establish or affect legal rights or obligations and is not finally determinative of any of the issues addressed. This guidance does not create any rights enforceable by any party in litigation with the State of Wisconsin or the Department of Natural Resources. Any regulatory decisions made by the Department of Natural Resources in any matter addressed by this guidance will be made by applying the governing statutes and administrative rules to the relevant facts.

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This publication is available in alternative format upon request. Please call 608-267-3543 for more information.



## 5. AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY FOR MONITORING WELLS

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1. This Agreement is entered into by \_\_\_\_\_ (hereinafter **PARTY 1**) and \_\_\_\_\_ (hereinafter **PARTY 2**).
2. **PARTY 1** has been responsible for maintaining monitoring wells, identified as \_\_\_\_\_, (hereinafter “the monitoring wells”) on the property described in Exhibit A, which is incorporated herein by reference (hereinafter “the Property”). The location of the monitoring wells is shown on the map that is attached as Exhibit B, which is also incorporated by reference.
3. **PARTY 2** would like to assume responsibility for the maintenance, testing, and final disposition of the monitoring wells.
4. Therefore, in consideration of mutual promises and obligations made herein, and based upon the foregoing, IT IS HEREBY AGREED AS FOLLOWS:
  - a) **PARTY 2** shall assume responsibility for the monitoring wells beginning with the effective date of this Agreement, and shall be responsible after that date for the monitoring wells, including, but not limited to, the responsibility to inspect, maintain and repair the monitoring wells and to properly abandon (fill and seal) the monitoring wells when **PARTY 2** no longer intends to conduct further groundwater monitoring at the monitoring wells. Maintenance and abandonment (filling and sealing) of the monitoring wells shall be in accordance with the requirements of chapter NR 141, Wisconsin Administrative Code. The monitoring well construction form(s) are attached as Exhibit C, incorporated herein by reference.
  - b) **PARTY 2** agrees to save, hold harmless, defend and indemnify **PARTY 1** and **PARTY 1**'s officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury or death of any person or persons, and for loss or damage to any property occurring in connection with or arising out of the existence or the use of the monitoring wells.
  - c) **PARTY 1** agrees to give permission to **PARTY 2** and its employees, duly authorized representatives, agents and contractors, to enter upon the Property and have access at reasonable times to the monitoring wells.
  - d) **PARTY 1** agrees not to damage or interfere with the use of the monitoring wells and agrees to notify third parties who plan to conduct any activity on the Property that the monitoring wells are not to be damaged or compromised.

AGREEMENT FOR ASSUMPTION OF RESPONSIBILITY FOR MONITORING WELLS  
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By: \_\_\_\_\_ **PARTY 1** \_\_\_\_\_ Date: \_\_\_\_\_

[If the property owner is a corporation or governmental entity, the printed name and title of the person who is signing must be inserted below their signature, and the following statement should be added above their signature: “By signing this document, \_\_\_\_\_ asserts that he/she is duly authorized to sign this document on behalf of \_\_\_\_\_.”]

By: \_\_\_\_\_ **PARTY 2** \_\_\_\_\_ Date: \_\_\_\_\_

[If the property owner is a corporation or governmental entity, the printed name and title of the person who is signing must be inserted below their signature, and the following statement should be added above their signature: “By signing this document, \_\_\_\_\_ asserts that he/she is duly authorized to sign this document on behalf of \_\_\_\_\_.”]

- Att: Exhibit A – Property description  
Exhibit B – Monitoring well location map  
Exhibit C – Monitoring well construction form(s)