

**ABANDONED (UNUSED) WELL SEALING  
COST-SHARE AGREEMENT  
April 5, 2011 version**

BETWEEN \_\_\_\_\_ AND THE RAMSEY CONSERVATION DISTRICT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Ramsey Conservation District (District) and \_\_\_\_\_ (Landowner).

Under a Program funded by the Ramsey Conservation District (RCD) and designed to encourage the sealing of abandoned (unused) wells, pursuant to the authority granted to the district by Minnesota Statutes section 103C.331, subd. 7, the parties to this Agreement agree as follows:

1. DISTRICT'S OBLIGATIONS

The District will pay the Landowner an amount up to or equal to 50% of the direct costs for sealing a well located on the Landowner's property, but not exceed \$750.00 per well. If well sealing funds are also available and/or received from another government agency, the Landowner must report this to the District, and the District will withdraw its cost-share contribution.

2. TERMS OF PAYMENT

Payment to the Landowner of the cost-share amount shall be made in one installment by the District upon verification that the well has been sealed properly and that all provisions of this contract have been fulfilled.

3. TERM OF CONTRACT

This agreement shall be effective from \_\_\_\_\_, 20\_\_ through \_\_\_\_\_, 20\_\_.

4. ELIGIBILITY REQUIREMENTS

- A) Wells eligible for cost share funding must be located within a drinking water supply management area or a wellhead protection area within Ramsey County.
- B) This grant may not be paired with any other well sealing matching funds.
- C) Well sealing must be performed by a Minnesota licensed water well contractor or limited licensed well sealing contractor in accordance with Minnesota Statutes Chapter 103I and Minnesota Rules Chapter 4725.
- D) The Landowner must receive bids from at least two (2) licensed contractors.
- E) Well sealing contractors and/or other parties whose services will be required to carry out the terms of this agreement will not be deemed to be employees, contractors, or agents of the State, Ramsey County, or the District.
- F) The contractor sealing the well must file a Well and Boring Sealing Record with the Minnesota Department of Health.

- G) The Landowner must complete all work under this agreement before the expiration date of this agreement.
- H) Landowner misrepresentation of qualifying information stated on the application will require repayment of grant funds to the Ramsey Conservation District.

5. ELIGIBLE WELL SEALING COSTS

- A) Licensed contractor costs associated with well sealing.
- B) No other costs are eligible.

6. REPORTING REQUIREMENTS

- A) The Landowner must submit copies of at least two (2) bids received for the project from two (2) different licensed or limited licensed contractors before well sealing work has begun.
- B) The Landowner must forward copies of the Well and Boring Sealing Records to the District to verify that the work has been completed.
- C) The Landowner must submit a copy of the well sealing invoice indicating the total well sealing cost and verification of payment to the well sealing contractor.
- D) The Landowner must submit all documentation to the District that the work has been completed within thirty (30) days of the completion of the work, or before expiration of this agreement, whichever comes first.

7. CONDITIONS OF PAYMENT

All services provided by the Landowner pursuant to this grant shall be performed to the satisfaction of the District, as determined at the sole discretion of the District. The Landowner shall not receive payment, and the District is entitled to complete reimbursement, for work found by the District to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. The total obligation of the District shall not exceed the Grant Amount listed above.

8. RIGHT TO INSPECT

The Landowner will allow authorized representatives of the District, the Minnesota Department of Health, or State employees or agents to inspect the work during regular business hours before, during, and after the well sealing.

9. CANCELLATION

The District may cancel this contract with or without cause by ten (10) days written notice to the Landowner. The Landowner will be entitled to reimbursement according to the terms of the Agreement for qualifying costs incurred up to and including the effective date of the cancellation, for work or services satisfactorily performed.

10. LIABILITY

The Landowner agrees to defend and indemnify the District, its officials, employees, and agents from any and all liability, loss or damage they may suffer as a result of claims, demands, judgments or costs, including reasonable attorney's fees, arising out of or related to Landowner's performance of this Agreement.

11. NON-ASSIGNABILITY

Landowner shall be responsible to make payment to the person or persons performing the work and shall not assign or transfer any interests, rights or obligations under this Agreement.

12. ENTIRE AGREEMENT

This agreement is complete and supersedes all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties.

13. RELATIONSHIP OF PARTIES

No partnership, joint venture, or principal-agent relationship is established between the parties under this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

RAMSEY CONSERVATION DISTRICT

LAND OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_