

**ABANDONED (UNUSED) WELL SEALING
COST-SHARE AGREEMENT**

November 2020 version

BETWEEN _____ AND RAMSEY COUNTY
(Landowner)

Under a program funded by Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Soil and Water Conservation Division (the "County") and designed to encourage the sealing of abandoned (unused) wells, pursuant to the authority granted by Minnesota Statutes section 103C.331, subd. 7, the parties to this Agreement agree as follows:

1. COUNTY OBLIGATIONS

The County 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 to 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 County, and the County 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 County upon verification that each well has been sealed properly and that all provisions of this contract have been fulfilled.

3. TERM OF CONTRACT (To be filled out by Ramsey County)

This agreement shall be effective from _____, 20____
through _____, 20____.

4. ELIGIBILITY REQUIREMENTS

- A) Wells eligible for cost share funding must be located within Ramsey County. Priority will be given to wells located within a drinking water supply management area, a wellhead protection area, or other vulnerable groundwater areas 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 Administrative Rules Chapter 4725.
- D) 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, or Ramsey County.
- E) The contractor sealing the well(s) must file a Well and Boring Sealing Record with the Minnesota Department of Health.
- F) The Landowner must complete all work under this agreement before the expiration date of this agreement.

- G) Landowner misrepresentation of qualifying information stated on the application will require repayment of grant funds to Ramsey County.
- H) THE LANDOWNER MUST RECEIVE AN APPROVAL LETTER FROM RAMSEY COUNTY BEFORE SEALING THE WELL(S). Funding may not be applied retroactively to wells which have already been sealed.

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 County to verify that the work has been completed.
- C) The Landowner must submit to the County a copy of the well sealing invoice indicating the invoice was paid.
- D) The Landowner must submit to the County a completed W-9 form providing taxpayer ID and current mailing address after having the well(s) sealed. The W-9 should be completed by the same applicant who signs this cost-share agreement.
- E) The Landowner must submit all documentation to the County showing that the work has been completed before expiration of this agreement.

7. CONDITIONS OF PAYMENT

All services provided by the Landowner pursuant to this grant shall be performed to the satisfaction of the County, as determined at the sole discretion of the County. The Landowner shall not receive payment for work found by the County to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Final approval of payment is completed by Ramsey County.

8. RIGHT TO INSPECT

The Landowner will allow authorized representatives of the County, 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, if deemed necessary.

9. CANCELLATION

The County 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 County, 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 COUNTY

LAND OWNER

By: _____
(Signature)

By: _____
(Signature) – 1 name only

Its: _____

Print Name: _____

Address: _____

Phone: _____

Email: _____
(If available)