

ABANDONED (UNUSED) WELL SEALING  
COST-SHARE AGREEMENT

BETWEEN \_\_\_\_\_ AND THE CITY OF CIRCLE PINES

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between the City of Circle Pines (City) and \_\_\_\_\_ (Landowner).

Under a Program funded by the City of Circle Pines (City) and designed to encourage the sealing of abandoned (unused) wells, pursuant to the authority granted to the district by Minnesota Statutes section 412.201, subd. 7, the parties to this Agreement agree as follows:

1. CITY'S OBLIGATIONS

The City will pay the Landowner fifty percent of the amount up to or equal to \$500.00 of the direct costs for sealing a well located on the Landowner's property. If well sealing funds are also available and/or received from another government agency, the Landowner must report this to the City and the City 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 City 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 the City of Circle Pines.

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, Anoka County or the City.

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 City.

## 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 began.

B) The Landowner must forward copies of the Well and Boring Sealing Records to the City 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 City 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 City, as determined at the sole discretion of the City. The Landowner shall not receive payment, and the City is entitled to complete reimbursement, for work found by the City to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. The total obligation of the City 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 City 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 City, 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.

CITY OF CIRCLE PINES

LAND OWNER

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

Chandra Peterson  
Assistant City Administrator  
for Public Services  
City of Circle Pines

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address