





## CITY OF FRIDLEY ABANDONED (UNUSED) WELL SEALING 2023-2025 PROGRAM APPLICATION

Questions? Call 763-572-3554 WellSealing@FridleyMN.gov

## <u>APPLICANT INFORMATION – PLEASE PRINT OR TYPE</u>

Return to WellSealing@FridleyMN.gov or 7071 University Ave NE, Fridley

PROPERTY OWNER NAME(S):
ADDRESS:
CITY/STATE/ZIP CODE:
PHONE NUMBER: EMAIL ADDRESS:
Completion Date:
REQUESTED REIMBURSEMENT AMOUNT (60% OF PROJECT COST UP TO \$1000):
PREFERRED REIMBURSEMENT METHOD (Mark One)
Reimbursement on utility bill Check (must attach completed W-9)
IF WELL PROPERTY LOCATION IS DIFFERENT FROM ABOVE,
WELL PROPERTY ADDRESS:
CITY/STATE/ZIP CODE:
ACKNOWLEDEMENTS  Applicant acknowledges the grant conditions on the second page of this form. Funding for this program is provided through the Minnesota Department of Health (MDH) and designed to encourage the sealing of abandoned (unused) wells pursuant to a grant agreement between the City of Fridley and the MDH. The City of Fridley (City) has the exclusive right of determining eligibility and funding under this program. Applicant agrees that the determination of the City of Fridley will be binding in regard to approval of this application.
Applicant Signature:
Print Name(s):
Date:
Notes: Include signatures from each owner if property is joint ownership. Applicant may be required to provide proof of identity and ownership.
Applicant must attach at least two (2) bids from well-sealing contractors licensed by the Minnesota Department of Health. A list of contractors licensed by the Department of Health can be found: FridleyMN.gov/Groundwater.  *Date application received: Approved by:
Property in DWSMA: Yes No Contractor licenses verified: Yes No Approved: Yes No
Reimbursement Amount: Approval Notice Sent:

## BY COMPLETING THIS APPLICATION, APPLICANT ACKNOWLEDGES AND CERTIFIES THE FOLLOWING CONDITIONS:

- 1. Applicants must receive approval of their application by the City before proceeding with any work.
- 2. Wells eligible for cost share funding must be located within the Drinking Water Source Management Area of the City of Fridley. Wells outside of this area are ineligible for funding through this program but may be eligible for funding from other sources- please call 763-572-3554 for more information.
- 3. If the application is approved based on eligibility and available funding, the City of Fridley (City) will pay the Applicant a cost-share amount up to 60% of the direct costs for sealing a well located on the Applicant's property, but not to exceed \$1,000.00 per well following the receipt of all required documentation from the applicant.
- 4. If well sealing funds are also available and/or received from another government agency, the Applicant must report this to the City, and the City will withdraw its cost-share contribution. This grant may not be paired with any other well sealing matching funds.
- 5. Applicant misrepresentation of information stated on the application will require repayment of grant funds to the City.
- 6. If the application is approved, payment to the Applicant of the cost-share amount shall be made by check or as a rebate on the utility bill. If by check, the applicant must provide a completed W9.
- 7. 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.
- 8. The Applicant must submit copies of at least two (2) bids received for the project from two (2) different licensed or limited-licensed contractors (licensed by the Minnesota Department of Health) before well sealing work has begun.
- 9. Only licensed contractor costs associated with well sealing are eligible for reimbursement.
- 10. 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 the City.
- 11. The contractor sealing the well must file a Well and Boring Sealing Record with the Minnesota Department of Health.
- 12. The Applicant must submit 1) a copy of the well sealing invoice indicating the total well sealing cost, 2) verification of payment from the contractor and 3) a copy of the Well Boring and Sealing records to the City prior to reimbursement.
- 13. The Applicant must complete all work under this agreement before the completion date in their approved application.
- 14. The Applicant must submit all documentation to the City within thirty (30) days of the completion of the work. All documentation must be received by July 30, 2024.
- 15. All services provided by the Applicant pursuant to this grant shall be performed to the satisfaction of the City, as determined at the City's sole discretion. The Applicant 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.
- 16. The Applicant will allow authorized representatives of the City of Fridley, 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.
- 17. The City may revoke an approved application with or without cause by ten (10) days written notice to the Applicant. The Applicant 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.
- 18. The Applicant 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 Applicant's performance of any work related to this application.
- 19. Applicant 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.
- 20. No partnership, joint venture, or principal-agent relationship is established between the parties under this agreement.
- 21. Applicant acknowledges that this application and all documentation provided to the City are considered public records and subject to applicable data practice rules.