

## Unused Well Sealing at 12493 160<sup>th</sup> Ave, Milaca MN

**PID:** 11-023-0500

**Landowner:** George Hemmerich



### Project Summary

This proposal is for a project to seal an abandoned well in Milaca, Minnesota. This is a 3ft wide, 80ft deep well. The well is in a building, so the landowner will be removing the wall themselves so that the contractor can access the well.

An unused, unsealed well provides an open channel between the surface and groundwater, potentially allowing polluted surface water to reach an aquifer.

### Project Status:

Initiated: 1/26/26

Contract approved:

Completed:

### Funding:

Total cost of well sealing: \$3,920

Implementation assistance: \$2,352 (60%)

*2023-MLSWCD Well Sealing and Groundwater (WBIF)*

Local match from landowner: \$1,568

### Resource Concern:

Groundwater

### Cooperators:

Mille Lacs Soil and Water Conservation District

Funder: Minnesota Board of Water and Soil Resources

Landowner: George Hemmerich

### Contractor:

Able Well – Elk River, MN

### Watershed:

Rum River



# PERCENT BASED CONSERVATION PRACTICE ASSISTANCE CONTRACT

## 6.3.2.1.

### General Information

Organization Mille Lacs SWCD	Contract Number WBIFC23-3265-7	Amendment Date(s): <input type="checkbox"/>	Canceled Date: <input type="checkbox"/>
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\* If contract amended, attach amendment form(s) to this contract.

### Applicant

Land Occupier Name George Hemmerich	Address 12493 160 <sup>th</sup> St	City/State Milaca, MN	Zip code 56353
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\* If a group contract, this must be filed and signed by the group spokesperson as designated in the group agreement and the group agreement attached to this form.

### Conservation Practice Location

Township Name Milaca	Township 38	Range 27	Section 23	1/4,1/4 NE OF NW, EX W 1 RD 23 38 27 39.50
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### Contract Information

I (we), the undersigned, do hereby request assistance to help defray the cost of installing the following practice(s) listed on the second page of this contract. It is understood that:


1. The land occupier is responsible for full establishment, operation, and maintenance of practice(s) and upland treatment criteria applied under this program to ensure that the conservation objectives are met and the effective life, a **minimum of perpetual years**, is achieved. The specific operation and maintenance requirements for the conservation practice(s) listed are described in the Operation and Maintenance Plan prepared for this contract by the technical assistance provider.
2. Should the land occupier fail to maintain the practice(s) during the effective life, the land occupier is liable to the organization for up to **150%** of the amount of financial assistance received to install and establish the practice(s) unless the failure was caused by reasons beyond the land occupier's control, or if conservation practices are applied at the land occupier's expense that provide equivalent protection of the soil and water resources.
3. If title to this land is transferred to another party before expiration of the aforementioned effective life, it shall be the responsibility of the landowner who signed this contract to advise the new owner that this contract is in force and to notify other parties to the contract of the transfer.
4. Practice(s) must be planned and installed in accordance with technical standards and specifications of the: **MN Dept of Health**
5. Increases in the practice(s) units or cost must be approved by the organization through amendment of this contract as a condition to increase the financial assistance payments.
6. This contract, when approved by the organization, will remain in effect unless canceled or amended by mutual agreement. If the practice(s) covered by this contract have not been installed by **August 15<sup>th</sup>, 2026** (date), this contract will be automatically terminated on that date.
7. Items of cost for which reimbursement is claimed are to be supported by invoices/receipts for payments and will be verified by the organization as practical and reasonable. The invoices/receipts must include: the name of the vendor; the materials, labor or equipment used; the component unit costs; and the date(s) the work was performed. The organization has the authority to make adjustments to the costs submitted for reimbursement. Reimbursement requests must also be supported by a completed Percent Based Voucher Form.

### Applicant Signatures

The land occupier's signature indicates agreement to:

1. Grant the organization's representative(s) access to the parcel(s) where the conservation practice(s) will be located.
2. Have all required legal land rights, including but not limited to: access and authority to both construct and maintain the conservation practice(s) agreed upon in this contract for the effective life of the practice(s).

3. Obtain any permits required in conjunction with the installation and establishment of the practice(s) prior to starting construction of the practice(s).
4. Be responsible for the operation and maintenance of the conservation practice(s) applied under this program in accordance with an Operation and Maintenance Plan prepared by the technical assistance provider.
5. Not accept financial assistance funds, from state sources in excess of **60** percent, or state and non-state sources that when combined are in excess of **60** percent of the total cost to establish the conservation practice(s).
6. Provide copies of all forms and contracts pertinent to any other state or non-state programs that are contributing funds toward this project.

Date	Land Occupier
JUNE 3 <sup>RD</sup> , 2024	
Date	Landowner, if different from applicant
	Address, if different from applicant information:

**Conservation Practice**

The primary practice for which assistance is requested is 351 Well Decommissioning

Practice standard(s) or eligible component(s) Seal an abandoned well	Total Project Cost Estimate \$3,920
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**Technical Assessment and Cost Estimate**

I have the appropriate technical expertise and have reviewed the site where the above-listed practice(s) will be installed and deem the practice(s) needed and that the estimated quantities and costs are practical and reasonable.

Date	Technical Assistance Provider

**Amount Authorized for Financial Assistance**

The organization has authorized the following for financial assistance: total not to exceed **60** percent of the total cost to establish the conservation practice.

Approval Date	Authorized Signature	Total Amount Authorized \$ 2,352