

**JACKSON COUNTY DOMESTIC AND PUBLIC WELL ASSISTANCE PROGRAM
APPLICATION**

JACKSON COUNTY RESIDENT APPLICANT INFORMATION

Name:

Email address:

Phone:

Current address:

City:

State:

ZIP Code:

Address of well: (if different from above)

City:

State:

Zip Code:

Are you the legal property owner where the domestic well is located?

YES NO

Did your domestic use well for residential needs experience issues during or after the Drought Emergency Declaration signed on April 13, 2021?

YES NO

If yes, check any that apply:

The property was occupied by the legal owner as their primary residence

The property was occupied by a family member of the legal owner

The property owner had a legal agreement with a renter

The property has an active Public Water System number (PWS)# _____

Did you report your well issues to the Jackson County Watermaster's Office?

YES NO

Did someone from the Jackson County Watermaster's Office check your well?

YES NO

Did you report your well online using the Dry Well Reporting form under Oregon Water Resources Department web page? YES NO

If you did not report your well issues please explain why not:

Is your well functioning properly now? YES NO

Were you unable to remedy the situation due to financial hardship? YES NO

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FINANCIAL IMPACT

Are you applying for financial assistance to resolve your well issues? YES NO

PROVIDE ONE OF THE FOLLOWING WITH YOUR COMPLETED APPLICATION

If you incurred financial costs to address your well issues, provide copies of your receipts and/or invoices and proof of payment

OR

If you still need to address your well issues, provide an estimate from a well driller, pump installer, or other professional

What type of financial assistance is needed? Maximum award limited to \$7,500.00 per Applicant, Property Owner, or Public Water System.

\$7,500.00 toward new well construction due to an existing well going dry, as a result of the 2021 Drought.

\$5,000.00 toward deepening an existing well that qualifies under Oregon Construction Standards (OAR Chapter 690, Divisions 200 through 230), as a result of the 2021 Drought.

\$1,500.00 toward the installation of a new holding tank, meeting the requirements of NSF Standard 61, as a result of the 2021 Drought.

\$2,000.00 toward treatment, disinfection, Arsenic, Nitrate, Iron and hardness removal; this includes well casing clean out and reconditioning, as a result of the 2021 Drought.

\$500.00 for hauled water as a result of a dry well during the 2021 Drought.

Please provide a brief explanation of when you started noticing issues and what the issues were or are? Include a separate document if needed.

Submit your completed application, including w-9, receipts/invoices and proof of payment, or estimate from a well driller, pump installer, or other professional, and any other supporting documentation to 2021wellassist@jacksoncounty.org, or by mail or in person, to the Jackson County Watermaster’s Office at 10 South Oakdale Room 309, Medford, OR 97501

I, the Applicant, by signing below, declare under penalty of perjury under the law of the State of Oregon that the information provided on this Application is true and correct to the best of my knowledge. Further, if awarded funding pursuant to this Application, I agree to the Terms & Conditions attached to this Application, which are incorporated herein.

Signature of applicant

Date

Terms & Conditions

If Applicant is awarded, funding (“Grant Funds”) pursuant to this Application for Jackson County Domestic and Public Well Assistance Program, Applicant agrees to the following terms and conditions (the “Agreement”) with respect to the Grant Funds:

Disbursement of Grant Funds. County’s obligation to disburse Grant Funds to Applicant under this Agreement is subject to the satisfaction of each of the following conditions: (i) County in its sole discretion, has determined that Applicant is eligible to receive Grant Funds; (ii) County has received sufficient funding, appropriations, or other expenditure authority to allow County, in its reasonable administrative discretion, to make the disbursement; (iii) Applicant is not in default under this Agreement; and (iv) Applicant’s representations and warranties set forth below are true and correct on the date of the disbursement.

No Duplicate Payment. Applicant shall not be entitled to reimbursement for work performed under this Agreement to the extent Applicant is entitled to receive or actually receives payment for the same work, either directly or indirectly, under any other agreement or arrangement with any third party.

Representations and Warranties. Applicant represents and warrants to County that (i) Applicant has all the necessary rights, powers, and authority to execute this Agreement and receive the Grant Funds for the approved purpose (the “Project”); and (ii) all information provided on Applicant’s application is true and correct.

Indemnification. Applicant shall defend and indemnify County and its elected officials, officers, agents, employees, and volunteers from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including reasonable attorneys’ fees (including in-house counsel), resulting from, arising out of, or relating to the activities of Applicant and its officers, employees, contractors, or agents under this Agreement.

Default. Applicant will be in default under this Agreement upon the occurrence of any of the following events: (i) Applicant fails to use the Grant Funds for the Project or otherwise fails to perform, observe, or discharge any of its obligations under this Agreement; or (ii) any representation, warranty, or statement made by Applicant in this Agreement or in any documents or reports relied upon by County to measure the Project, the expenditure of Grant Funds, or the performance by Applicant is untrue in any material respect when made.

Remedies. In the event of Applicant default under paragraph 5, County may, at its option, in addition to all of the remedies available to it under this Agreement and at law or equity: (a) terminate this Agreement, (b) reduce or withhold payment for Project activities or materials that are deficient or Applicant has failed to complete by scheduled deadlines, (c) require Applicant to complete, at Applicant’s expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement, (d) initiate an action or proceeding for damages, specific performance, or declaratory or injunctive relief, (e) exercise County’s right of recovery under this Agreement, and/or (f) declare Applicant ineligible for future awards from County. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

Recovery of Funds. Applicant must return to County within 30 days of County’s written demand: (i) any Grant Funds paid to Applicant under this Agreement that exceed the amount to which Applicant is entitled; and (ii) any Grant Funds determined by County to be spent for purposes other than allowable Project activities.

Termination. County may terminate this Agreement: (a) for County’s convenience upon written notice to Applicant, (b) immediately upon written notice to Applicant if County fails to receive funding, appropriations, or other expenditure authority at levels sufficient, in County’s reasonable administrative discretion, to perform its obligations under this Agreement, (c) immediately upon written notice to Applicant if applicable laws or regulations are modified or interpreted in such a way that County’s performance under this Agreement is prohibited or County is prohibited from funding the Agreement, or (d) immediately upon written notice to Applicant if Applicant is in default under his Agreement and such default remains uncured 15 days after written notice thereof to Applicant.

Miscellaneous. This Agreement and the rights and obligations of the parties under this Agreement will be governed, construed, interpreted and enforced in accordance with the laws of the State of Oregon, without regard to its conflict of laws principles. To the extent permitted under applicable law, any and all actions concerning any dispute arising under this Agreement shall be filed and maintained in the Circuit Court for Jackson County, Oregon or the Federal District Court for Oregon in Medford, Oregon. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and lawful assigns. This Agreement cannot be amended, altered, supplemented or modified, unless done so in a writing, signed by a duly authorized representative of the party against whom such modification is sought to be enforced. No provision of this Agreement shall be waived by any party, unless such waiver is in a writing, signed by a duly authorized representative of the party against whom such waiver is sought to be enforced. A waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement. If any portion of this Agreement is found to be invalid or unenforceable for any reason, any court or other tribunal adjudicating the rights and duties of the parties under this Agreement shall modify or strike portions of the Agreement so that it will be enforceable to the fullest extent permitted by law. If any provision of this Agreement is held, in whole or in part, to be invalid, the remainder of such provision and this Agreement shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement and Applicant’s application shall supersede all contemporaneous oral agreements, communications, and understandings and all prior oral and written communications, agreements, and understandings between the parties with respect to the subject matter of this Agreement.