

Grassed Waterway Program Application Form

Main Program Objectives:

- To prevent gully erosion in cultivated fields;
- To protect surface water quality; and
- To prevent channel erosion and soil erosion on adjacent lands.

Eligibility:

- The registered landowner must make out all applications;
- There is no limit to the number of applications that a landowner can make to this program in their lifetime; and
- The waterway must meet all of the following criteria:
 - Be an on-farm runway,
 - Be within the Turtle Mountain Conservation District,
 - Be able to be maintained as a grassed waterway without altering its course or flow; and
 - Require stabilization to prevent channel erosion or erosion to adjacent agricultural land.

Cost-sharing:

- The Turtle Mountain CD will pay **the total project construction cost** for grassed waterways **up to a maximum of \$1,200 per waterway.**

Application deadline: On-going.

NAME: _____

MAILING ADDRESS: _____
(Box Number) (Town) (Postal Code)

TELEPHONE NUMBER: _____ E-MAIL: _____

LEGAL LAND DESCRIPTION OF PROJECT: _____
(Quarter) (Section) (Township) (Range) (e.g. NW 1-2-3)

TERMS AND CONDITIONS

General Terms and Conditions:

- Subject to the above terms, the Agreement shall become effective and shall be binding upon both parties until terminated;
- Said termination shall take effect as of 15 years subsequent to the effective date hereafter described;
- If either party fails to meet the above mentioned responsibilities, the Agreement may be terminated by the other party via written notice;
- The TMCD will not clear wooded or natural areas to create a grassed waterway;
- The TMCD and the landowner will each pay 50% of the costs associated with re-establishing the waterway if the initial works are unsuccessful due to natural causes;
- This program deals strictly with the stabilization of actively eroding waterways and is not intended to increase its drainage capacity, rate of flow or alter or divert the course;
- The recommended seed mixture will be identified by the TMCD;
- The annual projects resulting from this program will be subject to funds appropriated; and
- Failure of landowner to meet Landowner Responsibilities may negate him / her from other Conservation District programs.

Landowner Responsibility

- Request assistance by the proper application in full, which is to be received at the TMCD office on or before the application deadline date;
- Provide access for inspection or evaluation by the TMCD Staff or Board when requested;

Please read all terms and conditions on the following page.

TERMS AND CONDITIONS (Landowner Responsibility continued)

- Authorize the engineers, agents, servants and/or employees of the TMCD together with the necessary equipment to enter onto the described land to complete the works project through the signing of the TMCD application form;
- Provide sufficient room for construction;
- Seed a companion crop on land adjacent to the grassed waterway, if recommended by the Board;
- Remove all brush piles, stones and other debris after construction as designated by the Conservation District;
- Mow or swath the waterway at least once a year prior to freeze-up;
- Not dump stones, debris etc. which may cause erosion on the waterway;
- Shall not break pasture, burn, use as a roadway, or in any way cause or permit to be caused damage to the grassed waterway for a minimum of 15 years;
- Consent to the TMCD establishing appropriate signage for the project if desired;
- Pay the agreed upon amount as set forth in the TMCD application upon receipt of an invoice from the TMCD; and
- Indemnify and save harmless the TMCD, their agents, engineers, servants and/or employees from any and all actions, claims, suits, damages, injuries, or other loss no matter howsoever arising as a result of the construction, operation or maintenance of the project.

Conservation District Responsibility:

- Notify landowners regarding the approval / disapproval of applications;
- Reserve the right to reasonable access to the project area to complete the project, for tours or to inspect the project;
- Provide necessary seed and equipment required to complete the project;
- Inspect periodically after spring run-off up to a period of five years after establishment;
- Complete all construction and forage seeding as specified in project design;
- Complete repairs on the waterway if difficulties occur with establishment;
- Commence projects at the upper reaches of the runway first;
- Supervise project to ensure project design is met;
- Invoice the landowner for the appropriate share following completion of the project; and
- Retain the option to erect signage promoting the Grassed Waterway Program.

It is understood that this agreement shall indemnify and save harmless the Turtle Mountain Conservation District #4, their agents, engineers, servants and/or employees from any liability which may result from the execution of the project.

I hereby declare that I have read the conditions of the Grassed Waterway Program and that I agree to abide by the terms of the policy; and that I agree to co-operate to the fullest extent with the Turtle Mountain Conservation District #4 in completing and maintaining the project as outlined above.

Date: _____

Signature: _____
(Registered landowner)

Please return your **Application Form** to:

Turtle Mountain Conservation District
Box 508
Deloraine, Manitoba
R0M 0M0

For more information, contact the
TMCD at:

Phone: 747-2530
Fax: 747-2956
E-mail: tmcd.admin@goinet.ca
Website: www.tmcd.ca

Funding for this program is reviewed on a year-to-year basis and projects will be funded, as money is available and subject to project approval.

OFFICE USE ONLY

Date received: _____

Date approved: _____