



Small Water Storage Program Agreement Form

Program Objectives:

- To store surface runoff for landowner requirements, reduce soil erosion, recharge groundwater supplies and provide wildlife habitat through water storage.

Eligibility:

- The registered landowner must fill out the agreement;
- The project must be located within the TMCD; and
- Landowners can only receive assistance from the TMCD for one small water storage program.

Cost-sharing:

- The TMCD will pay 100% of the total construction cost (i.e. construction contractor, materials and supplies). The TMCD will cover 100% of the fencing the dam, spillway and reservoir. The TMCD will cover 100% of any repairs during the maintenance period (3 calendar years from date of completion of the dam) providing management by the landowner hasn't resulted in negative impacts to the dam.

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:**

- The annual projects resulting from this program will be subject to funds appropriated;
- A dam with small-scale benefits is one that is built at the request of the landowner and the benefits will mainly be directed at the landowner;
- The general time frame for project completion is approximately 2 years;
- All appropriate licenses must be obtained prior to construction proceeding;
- Landowners that have received assistance from this program since April 1, 2002 will be ineligible for any new projects from this program;
- Subject to the terms outlined, the Agreement shall become effective and shall be binding upon both parties until terminated;
- If either party fails to meet the responsibilities outlined, the Agreement may be terminated by the party via written notice;
- The TMCD will conduct repairs on the dam for 3 calendar years from the date of completion of the dam (Warranty Period). The repairs will be paid for 100% by the TMCD if the landowner has complied with the agreed upon conditions;
- TMCD staff will not supervise any repairs on dams following the expiration of the warranty period;
- The TMCD will not conduct repairs on any dams built by another agency or individual landowner;
- If the fence around the dam and spillway is not maintained the landowner will be responsible for repairing the dam at his/her own expense if they want to repair the dam;
- If the land changes hands, the agreement is void; and
- Failure of a landowner to meet Landowner Responsibilities may negate him / her from other Conservation District programs.

PLEASE READ ALL TERMS AND CONDITIONS ON THE FOLLOWING PAGE.

TERMS AND CONDITIONS (CONTINUED)

Landowner Responsibility:

- Request assistance by the proper agreement in full which is to be received at the TMCD office;
- 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 project through the signing of the TMCD application form;
- Provide sufficient room for construction;
- Clear all brush and trees from the flooded area prior to construction of the dam;
- Not alter, change, remove or modify the project without written consent of the District for a period of 10 years;
- Allow TMCD staff or contractors to permanently fence the dike and spillway from stock and grazing and that a 10-meter buffer be established around the newly created reservoir to restrict livestock access to single point watering area;
- Be responsible for reasonable maintenance of the project following the completion of the warranty period at their own expense;
- Provide access for construction and maintenance throughout the 3-year warranty period;
- Consent to the TMCD establishing appropriate signage for the project if desired;
- 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;
- Provide access for inspection or evaluation by the TMCD Staff or Board when requested; and

Conservation District Responsibility:

- Contact landowners regarding the approval/disapproval of project;
- Reserve the right to reasonable access to the project area for surveying, planning, and construction, maintenance during warranty period, tours or to inspect the condition of the project;
- Survey the site and design the dam;
- Apply for and pay for a license in the landowner’s name, to guarantee the right to continued use of water at the site;
- Fence the dike and spillway from stock and grazing and that a 10 metre buffer be established around the newly created reservoir to restrict livestock access to single point watering area;
- Obtain any other necessary approvals for the project from appropriate agencies (i.e. Department of Fisheries and Oceans etc.)
- Arrange for the necessary equipment to construct the dam and supervise the project to ensure project design is met and the project is built to standards;
- Inspect the dam and spillway periodically during the warranty period;
- Provide 3 years of warranty on the constructed component of the dam with maintenance charges to be paid for, 100% by the TMCD; and
- Retain the option to erect signage promoting the Small Water Storage 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 Small Water Storage Program and that I agree to abide by this agreement; 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 **Agreement 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

Office use only

Date received: _____

Date approved: _____