

Thank you for planning to undertake the **PROJECT** to **protect and improve water quality (or create/enhance wildlife habitat)** in the **WATERSHED**. Your application has been reviewed and we are pleased to inform you that **your project is approved for funding** through Conservation Halton's Water Quality and Habitat Improvement Program.

The availability of funds to assist property owners with environmental improvement projects varies annually. The Project Technical Advisory Committee (PTAC) has approved **your INSERT PROJECT TYPE** for **X%** of the estimated total project cost to a maximum of **\$X**.

Please review this document, sign the bottom, and return it to your Conservation Halton contact person prior to commencing work. The information you submitted in your application, as well as in this document will serve as the Project Agreement between you, **INSERT LANDOWNER NAME(S)**, henceforth referred to as the "Landowner" and the Halton Region Conservation Authority henceforth referred to as "Conservation Halton".

The Landowner's property, **INSERT ADDRESS**, will henceforth be referred to as "the Property".

---

#### A. TERMS AND CONDITIONS

1. By signing the funding agreement, the Landowner agrees to monitor and maintain the project, to the best of their ability, for a minimum of 10 years.
2. If this is a planting project the Landowner:
  - a. Will only plant native species (Cover Crop projects are exempt from this condition).
  - b. Agrees to take reasonable action to protect and promote the establishment of the new planted stock (i.e. watering).
  - c. Acknowledges that a planting is considered successful if the survival rate is greater than 80%. Survival assessments will be conducted by Conservation Halton staff 1 year after planting and any necessary re-plantings will take place that same year. The cost share for replacement plantings will be the same as the initial project.
  - d. Agrees that plants will not be purposely removed for at least 15 years.
3. The Landowner agrees to allow Conservation Halton access to the site to inspect and monitor the project before, during, and after project completion.

4. Where applicable, the Landowner will allow Conservation Halton on site to monitor every 1, 5 and 10 years after project completion. (Conservation Halton must always seek your permission prior to accessing the property).
5. Conservation Halton will request a status update in June. If the Landowner determines they will be unable to complete the project before the deadline due to any reason, Conservation Halton will reassign the grant to other applicants. The Landowner will have the opportunity to reapply for funding the following year.
6. The Landowner understands that photos are required to be taken before, during, and after project completion as well as during the monitoring period, and agrees to allow Conservation Halton to use them for monitoring, promotional materials and to provide to program funders.
7. The Landowner understands that there may be an opportunity to promote non-confidential and non-personal elements of your project through newsletters, factsheets, online platforms, etc.
8. The Landowner understands and agrees to have a 15" x 18" Conservation Project sign installed on the property as described in section D.
9. The Landowner will provide this agreement to any subsequent owner of the property. This agreement is not binding on subsequent owners but used for the purposes of protecting the project and making the new owners aware of the monitoring requirements associated with the project.

#### B. REIMBURSEMENT

1. All work must be completed by October 31<sup>st</sup> and the reporting and finance tracking form must be submitted to Conservation Halton by November 30<sup>th</sup> of the project agreement year. Finance tracking must be completed on the WQHIP Financial Tracking Form, which has been included with this form.
2. Copies of all paid receipts, invoices marked as paid, and cancelled cheques must be submitted along with the completed WQHIP Landowner Reporting Form.
3. Landowners cannot be reimbursed for their labour or family or volunteer labour.
4. Landowners cannot be reimbursed for use of their own equipment or volunteered equipment time.

5. In the case of businesses, condo corporations, ENGOs and other organizations, funding cannot be used to pay staff wages or benefits.
6. Conservation Halton will visit your property to take post-project implementation photos of the work you have completed prior to issuing reimbursement.
7. Copies of all relevant certificates and permits will be required prior to issuing reimbursement. Certificates and Permits are the responsibility of the Landowner.
8. If you received an HST rebate, the amounts listed on your WQHIP Landowner Reporting Form should reflect the amounts after rebate.
9. If your project is going to be delayed beyond October 31<sup>st</sup>, please contact Conservation Halton to confirm whether an extension can be arranged.
10. If Conservation Halton incurs project expenditures on the landowner's behalf, Conservation Halton will invoice the landowner for 25% of the project cost, as per the agreed upon amount approved for funding.
11. If the project budget changes more than 10% (above or below) from the amount stated in the application, the project will be reevaluated by Conservation Halton Restoration staff. Conservation Halton Restoration Staff reserve the right to revoke funding.

### C. PERMITS AND APPROVALS

1. The Landowner is responsible for identifying the need for, and obtaining, all necessary permits, approvals, and licenses regarding this project. Conservation Halton will not be held responsible for any violations or losses that arise as a result of the Landowner not obtaining the necessary permissions.
2. Conservation Halton will advise whether a Conservation Authority permit is required as part of our application review.
3. Some of the agencies the applicant may need to contact include, but are not limited to: Conservation Halton, Ontario OneCall, Ontario Ministry of Natural Resources and Forestry (MNRF), Ontario Ministry of the Environment, Conservation and Parks (MECP), Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA), Niagara Escapement Commission (NEC), Ontario Ministry of Health, Ontario Ministry of

Municipal Affairs and Housing, Ontario Ministry of Consumer and Commercial Relations, Fisheries and Oceans Canada, and your local municipality.

4. When applicable, it is the applicant's responsibility to ensure the project is designed and constructed to the requirements of an engineering consultant and/or applicable township/municipality in accordance with the legal requirements of the Ontario Building Code and any other applicable legislation.
5. When applicable, the landowner acknowledges that project designs completed by staff are not engineered design drawings and that the landowner assumes full responsibility should the design fail.

#### D. CONSERVATION PROJECT SIGNAGE

Signage was developed to commend and recognize excellent projects that are being undertaken by landowners in partnership with Conservation Halton and our funders. The signs are small (15" x 18") and are printed in colour. Signage must be visible from a public roadway or displayed at project site. Signs are to promote the good work and environmental stewardship of the Landowner and the Water Quality and Habitat Improvement Program. The signage needs to remain installed for 5 years.

Depending on where Conservation Halton has sourced funds to provide financial assistance for your project, the logo(s) of other organizations, businesses or government agencies may be included on the Conservation Project signage.

Example Signs (dependent on funder):



#### E. DISCLAIMER

Blank area for disclaimer text.

1. Conservation Halton and the committee reviewing this application (PTAC) do not infer that the project has been reviewed for structural adequacy and are not responsible for the engineering or technical aspects of the project.
2. The recommendation for approval is based on the plan submitted to the committee. All plan changes must be approved by the committee to ensure the proposed project is still valid.
3. The projects should be done in accordance with generally recognized best management practices.
4. Where applicable the Landowner shall install appropriate sediment and erosion controls during project implementation to ensure sediment does not wash off site. Guidance is available through links on Conservation Halton's Policies and Guidelines webpage. <https://www.conservationhalton.ca/policies-and-guidelines>
5. Details of your project may be shared with other staff of Conservation Halton. Conservation Halton will not share or sell your personal information to any outside organization that will contact you or stand to gain from having your contact information, however, details of the project may be used for program promotion and shared with partner organizations or to granting organizations that are funding program activities.
6. The applicant will, during the currency of any agreement or funding commitment, indemnify and save harmless Conservation Halton, Conservation Halton staff, members of the Project Technical Advisory Committee or any funding agency from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the applicant and its employees, servants, volunteers, participants or agents in connection with the fulfilment or purported fulfilment or required fulfilment of any of the provisions of this agreement; and provided that Conservation Halton, members of the Project Technical Advisory Committee or any funding agency, shall not, without the written consent of the applicant or the insurer assume or admit liability with respect to any claim made against it for which it seeks indemnification pursuant to the provisions of this paragraph.
7. The Landowner understands that at all times while Conservation Halton employees are carrying out project work and duties, they will be supported and protected by all applicable employment legislation as well as Conservation Halton policies. This includes but is not limited to the 'Business Code of Conduct' and 'Workplace Violence and Harassment' policies. Conservation Halton reserves the right to

suspend and/or sever the relationship and WQHIP agreement should the landowner participate in any behavior and/or actions that breach either applicable legislation and/or Conservation Halton policies.

8. The Landowner must disclose to Conservation Halton any potential conflict of interest that may arise while carrying out the project. If a landowner fails to disclose a conflict of interest, or a conflict of interest may not be resolved, Conservation Halton may terminate the agreement upon giving notice to the Landowner.

**Property Owner Signature and Date**

By signing this form, I confirm that I am the legal owner of the property or authorized tenant farmer (if applicable) and that I/we agree to the conditions outlined in this agreement.

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Landowner Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Tenant Signature (if applicable)

\_\_\_\_\_  
Date of Signature

**Conservation Halton Signature and Date**

\_\_\_\_\_  
Conservation Halton Representative

\_\_\_\_\_  
Date of Signature