



Delta Farmland & Wildlife Trust
OFFICE USE ONLY
Program Year: **2022**

Agreement #: _____

DFWT Field Unit(s)

Regional Maps

***DELTA FARMLAND & WILDLIFE TRUST CONDITIONAL
FIELD LASER LEVELLING STEWARDSHIP AGREEMENT***

DATE _____

BETWEEN THE COOPERATOR: _____

AND

THE DELTA FARMLAND AND WILDLIFE TRUST, a non-profit, community-based, charitable society, whose mission is to promote the preservation of farmland and associated wildlife habitat in the Fraser River delta through sustainable farming and land stewardship (referred hereinafter as "DF&WT").

WHEREAS: the Co-operator and DF&WT have agreed to cost-share land laser levelling in the Municipality of Delta, in the Province of British Columbia

1 THE COOPERATOR WILL:

- 1.1 perform generally accepted laser levelling operations for the field(s) described in Schedule A, in order to be eligible for the DF&WT Laser Levelling Program,
- 1.2 ensure that laser levelling of the field(s) described in Schedule A is **completed by October 31, 2022**,
- 1.3 notify DF&WT if the levelling operation cannot be performed by October 31, 2022,
- 1.4 if planning to do their own laser levelling, provide an estimate of the anticipated cost to level the field(s) described in Schedule A from a DF&WT approved laser levelling contractor at the Co-operator's expense,
- 1.5 provide a copy of the contractor's estimate/invoice to DF&WT before this cost share Agreement will be approved and signed by DF&WT,
- 1.6 agree that the estimate/invoice provided by the contractor will be the maximum amount which DF&WT will cost share with the Co-operator,
- 1.7 not use the DF&WT Laser Levelling Program to spread and/or level material foreign to the field(s) described in Schedule A,
- 1.8 not receive reimbursement for laser levelling performed on the field(s) described in Schedule A, from any other laser levelling program or agreement,
- 1.9 allow DF&WT to access levelled fields to verify laser levelling operations,
- 1.10 indemnify and save harmless DF&WT from and against any and all actions, suits, claims, demands, damages and losses, howsoever arising as a result of the DF&WT Laser Levelling program.

2 DELTA FARMLAND & WILDLIFE TRUST WILL:

- 2.1 upon field verification and receipt of the Co-operators proof of payment or estimate for laser levelling services on the field(s) described in Schedule A delivered to the DF&WT office by **November 1, 2022**, provide a cost share for laser levelling expenses using the following cost share structure and provisos:
 - up to a maximum of 50% of the actual or estimated cost of laser levelling for the field(s) described in Schedule A, to a maximum payment of \$125 per acre.
 - a maximum of 100 acres per co-operator will be cost-shared through the DF&WT Laser Levelling program
 - if applications to the Laser Levelling Program exceed funds available in any year, less than 50% cost share may be paid out. If this is the case, payment on all acreage in the program will be reduced by the same percentage.
- 2.2 make payment in late December 2021 for laser levelling work completed on the field(s) described in Schedule A.

SCHEDULE A

****It is the co-operator's responsibility to ensure that all paperwork including the third party estimate and/or the Contractors invoice is received at the DFWT office by November 1st, 2022****

The Co-operator is to provide all of the following information:

Field area to be laser levelled: _____ Location/address of field(s): _____

(Mark the location of field(s) on the appropriate regional map available from the DF&WT office and attach)

Has the field been levelled before? Yes No If Yes, when? _____

Approximate date when laser levelling will occur: _____

Work to be done by professional laser levelling contractor other than yourself? Yes No

Name of contractor: _____

Telephone number of contractor: _____

Co-operator Name _____

Phone # _____

Company Name _____

Mailing Address _____

Fax # _____

Cell # _____

Co-operator's Signature

DF&WT Signature

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