



Delta Farmland & Wildlife Trust
OFFICE USE ONLY
Program Year: **2023**

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 "DFWT").

WHEREAS: the Cooperator and DFWT 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 DFWT Laser Levelling Program,
- 1.2 ensure that laser levelling of the field(s) described in Schedule A is **completed by October 31, 2023**,
- 1.3 notify DFWT if the levelling operation cannot be performed by October 31, 2023,
- 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 DFWT approved laser levelling contractor at the Cooperator's expense,
- 1.5 provide a copy of the contractor's estimate/invoice to DFWT before this cost-share Agreement will be approved and signed by DFWT,
- 1.6 agree that the estimate/invoice provided by the contractor will be the maximum amount which DFWT will cost-share with the Cooperator,
- 1.7 not use the DFWT 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 DFWT to access levelled fields to verify laser levelling operations,
- 1.10 indemnify and save harmless DFWT from and against any and all actions, suits, claims, demands, damages and losses, howsoever arising as a result of the DFWT Laser Levelling program.

2 DELTA FARMLAND & WILDLIFE TRUST WILL:

- 2.1 upon field verification and receipt of the Cooperators proof of payment or estimate for laser levelling services on the field(s) described in Schedule A delivered to the DFWT office by **November 1, 2023**, provide 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 **\$175 per acre**.
 - a maximum of **100 acres** per cooperator will be cost-shared through the DFWT 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 2023 for laser levelling work completed on the field(s) described in Schedule A.

SCHEDULE A

****It is the Cooperator'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, 2023****

The Cooperator 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 DFWT 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 a professional laser levelling contractor other than yourself? Yes No

Name of contractor: _____

Telephone number of contractor: _____

Cooperator Name _____

Phone # _____

Company Name _____

Mailing Address _____

Fax # _____

Cell # _____

Cooperator's Signature

DFWT Signature

<p>Delta Farmland & Wildlife Trust 205-4882 Delta Street, Delta, BC, V4K 2T8 Ph: 604-940-3392 Fax: 604-946-7820</p>
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