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Livestock Exclusion Fencing Reimbursement Program

The Livestock Exclusion Fencing Reimbursement Program is designed to assist producers with installation of new fence that will exclude livestock from surface water bodies. The program offers a **reimbursement of up to \$4500.00/mile** towards the cost of exclusion fencing construction materials for the program year. The reimbursement covers materials used and is pro-rated depending upon the length of the fence.

Program Objectives:

- Riparian area conservation
- Reduce nutrient loading in surface water bodies
- Erosion control
- Increase riparian biodiversity
- Provide enhanced wildlife and aquatic habitat

How to Apply:

1. Complete **Schedule A: Livestock Exclusion Fencing Reimbursement Program Application Form** and **Landowner Agreement** as required by the GROW Trust.
2. Submit Application Form to Westlake Watershed District Office (drop off, letter mail or email).
 - a. One application per farm (jointly owned quarters count as one application for either tenant)
 - b. Crown Land must be made out in Leasee's name
3. Applications will be reviewed by the local Westlake Watershed District GROW Committee. Available program funds will be allocated by evaluating each application and ranking the application based on total benefits provided by the proposed project. This ranking structure is standard for all conservation projects that receive funding from Westlake Watershed District.
4. Successful applicants will be notified.
 - a. Westlake Watershed District will provide approved applicants with a signed copy of the Landowner Agreement and project expense reporting form.
5. Successful applicants are responsible for completing their livestock exclusion fencing project and paying all associated costs.
 - a. Fence will be in place for a minimum of 10 years
 - b. WWD will provide funding based on a maximum of \$4500.00/mile, dependent upon supplies actually used and length of fence.
6. Upon completion of the project, the project will be inspected by a representative from Westlake Watershed District.



Funding provided by the
Manitoba government

7. Project expense reporting requirements (including receipt submission) to be completed by the landowner and submitted to Westlake Watershed District by December 31st of the program year.
8. Payment will be issued to the program participant.

Following is the project scoring structure to be used to evaluate each WWD GROW Exclusion Fencing Reimbursement Program Application.

Category	Maximum Value	Applicant Project Score
<i>Does the proposed project meet GROW priority outcomes?</i>		
Improved Watershed resilience to the impacts of changing climate	10	
Improved water quality	10	
<i>Identify co-benefits of proposed project</i>		
Improved on-farm water management	5	
Enhanced sustainable agricultural production	5	
Improved biodiversity and habitat	5	
Carbon sequestration and storage	5	
<i>Strategic Outcomes (Max. points for yes response)</i>		
Does landowner have a valid Environmental Farm Plan?	10	
Has project proposal identified other cost sharing partners?	5	
Does proposed project have Species at Risk habitat benefits?	5	
Does proposed project address issues identified in Westlake Watershed District Integrated Watershed Management Plan (IWMP)?	10	
Does project provide short term benefit?	5	
Does project provide long term benefit?	15	
Is the project within 8 miles of Lake Manitoba?	10	
Has the applicant received funding from the Exclusion Fencing Reimbursement Program in the previous program year? (NOTE: this does not prevent the applicant from receiving funding, but if applications exceed funding, this helps to prioritize projects.	-5	
EVALUATION TOTAL	100	



Type of Project: Exclusion Fencing

Applicant Name: _____

Applicant Phone Number: _____

Applicant Email Address: _____

Environmental Farm Plan: Completed / In Progress / No Plan

Land Locations: _____

Rural Municipality Project Located in: _____

Affected Water Bodies: _____

Livestock Excluded: _____

Length of Fence: _____

Project Cost Estimate				
Supplies:	Description:	Quantity	Cost/Unit	Total
Posts - wood				
Posts - wood				
T-posts				
Brace Posts				
Screw Piles				
Gates				
Barb Wire				
Smooth wire				
Insulators				
Staples				
Screws				
Other:				
Equipment and Labour:				
Labour (\$24/hr)			\$ 25.00	
Side by side (\$150/day)			\$ 150.00	
Quad (\$125/day)			\$ 125.00	
Tractor (FWA) Use (\$67.92/hr)			\$ 76.93	
Tractor (2WD) Use (\$48.18/hr)			\$ 56.02	
Truck Use (\$0.43/km)			\$ 0.43	
Trailer (\$120/day)			\$ 120.00	
Post Pounder - 3 point (\$9.05/hr)			\$ 17.60	
Post Pounder with engine (\$34.97/hr)			\$ 37.28	
TOTAL COST				

**GROWING OUTCOMES IN WATERSHEDS
AGREEMENT**

This Agreement made the _____ day of _____, [month, year] (the ‘Effective Date’)

BETWEEN:

Westlake Watershed District
Referred to in this Agreement as the “WD”

AND:

Referred to in this Agreement as the “Producer”

This Agreement provides for support from the WD, through the Growing Outcomes in Watersheds (GROW) Program, for ecological goods and services on the Lands (as defined below) to be performed by the Producer, as described in the following schedules:

- Schedule A - “Project Details, Description and Payments”- (the “Project”);
- Schedule B - “Site Plan” – Detailed Map -Identifying the Project Type(s) and Area(s), including a legal land description of the affected lands (the “Lands”); and
- Schedule C - “Landowner Consent”. - [only include if applicable]

The Schedules to this Agreement form an integral part of this Agreement.

Now therefore the Producer and the WD agree as follows:

1. **Producer Responsibilities.** The Producer shall:
 - a. at the time of execution of this Agreement and during the Agreement’s term, disclose to the WD the existence of other conservation / ecological goods and services projects they have previously, or are in the process of, receiving funding for that may overlap the GROW Project Area(s) as identified in Schedule B;
 - b. obtain and maintain all licences, approvals and permits required for the Project in accordance with this Agreement and the performance of its obligations under this Agreement, and will not do anything that would cause an authority to cancel or suspend any licence, approval or permit;
 - c. prepare and maintain the Lands in compliance with all directions and instructions of the WD as outlined in the Schedules attached hereto, including (without limitation) taking all reasonable measures to protect and maintain the environmental improvements made to the Lands pursuant to the Project.
 - d. not alter, move or destroy any part of the Project identified in Schedules A & B during the Term (as defined below) without the prior written permission of the WD;

- e. permit the WD (and its employees, volunteers and agents) as well as funding partner(s) of the Project (and their employees, volunteers and agents) to enter onto the Lands during the Term, with reasonable prior notice from the WD, for verification of Project acreage and other purposes, subject to appropriate biosecurity protocols and taking reasonable care to avoid damage;
- f. permit the WD (and its employees, contractors and agents) to enter onto the Lands during the Term, with reasonable prior notice from the WD, to undertake any work described in Schedule A that is required to be implemented by the WD, subject to appropriate biosecurity protocols and taking reasonable care to avoid damage to areas surrounding the Project areas;
- g. allow the WD to use direct quotes from the Producer and family members, and request photographs and video of the Producer and family members, the Land, and the Project, for use in the media promotion of the Project. Media includes TV, radio, newspapers, newsletters, brochures, and websites;
- h. post a sign provided by the WD, identifying the Project site, in a location visible to the nearest travelled road;
- i. on the termination of this Agreement, return any equipment provided or funded by the WD as described in Schedule A if applicable.
- j. on the termination or expiration of this Agreement, recognize that all land use management pertaining to the Project will be at the discretion of the Producer, subject to all applicable laws, regulations and By-laws;
- k. obtain the consent of the registered owner of the Lands, if the Producer is not the registered owner of the Lands, prior to the execution of this Agreement in the form attached as Schedule C, to allow the Lands to be used for the Project.

2. **Implementation Costs and Annual Payments.** The WD and the Producer may share implementation costs, such as for seed, material, equipment, and fuel, **as shown in Schedule A.** Estimated implementation costs are shown on Schedule A.

If included in the Project, the WD shall provide funds ('Annual Payments') to the Producer (pro-rated for any partial years during the Term), payable in arrears by the 1st day of December in each year of the Term after the completion of the Implementation milestones, following an annual fall Project inspection by WD to ensure Agreement compliance. Annual Payments provided to Producers shall be calculated based on rates per acre and the acreage of the Project, as outlined in Schedule A hereto, subject to future amendments which will require mutual agreement in writing between WD and Producer. Any funds provided by WD to Producer shall only be used for the Project described in the attached Schedules. Further, the WD may suspend the Annual Payments to the Producer if the funding partner(s) reduce or withhold funding, in which case the WD shall provide notice of the suspension to the Producer.

3. **Project Implementation Term.** A portion of the funds being directed towards Implementation Costs and Annual Payments may be from funding partner(s), and as such have restrictions on the timeframe in which they must be spent. The Producer acknowledges that if the Project as outlined in Schedule A is not established by December 31st, then the funds allocated toward the Project may be forfeited. The Producer may need to re-submit the Project to the WD for consideration if the Producer

wishes to receive funding after the above noted date.

4. **Notification upon sale of Lands.** There is no requirement to register this Agreement (or notice of this Agreement) on the title to the Lands. However, in the event that the Producer becomes aware that the Project Lands will be transferred, the Producer shall provide sixty days' notice to WD of such transfer.

5. **Liability.** The parties shall use due care in the implementation of the Project to ensure that no person is injured, no property is damaged or lost and no rights are infringed.

The parties also agree that, during the Term, they shall each indemnify and save harmless the other parties, their officers, elected or non-elected officials, employees, contractors or agents from and against all claims, liabilities, losses, damages, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person(s) or damage to or loss of property, economic loss or infringement of rights or any other loss or damages whatsoever arising directly or indirectly from any willful or negligent act, omission, or delay on part of the indemnifying Party, or any contractor, officer or employee of that party in implementing the Project or as a result of the Project, or the breach of any term or condition of this Agreement by that party, except that a party shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by that party.

6. **Term.** Unless terminated in accordance with Section 7 of the Agreement the term of this Agreement shall be for a 10-year period **from the Effective Date** of this Agreement (the "Term"). The Agreement may be renewed by mutual agreement in writing at the expiration of the Term.

7. **Termination.** The Producer may terminate this Agreement at any time with thirty (30) days prior written notice to the WD (the "30 Day Notice"). The date on which the 30 Day Notice is delivered to the WD is called the "Notice Date". If the Producer chooses to terminate this Agreement before the end of the Term, within thirty (30) days of the Notice Date: (a) the Annual Payment for the final year of the Term shall be pro-rated to the Notice Date and paid to the Producer; and (b) the WD shall request the Producer repay a portion of the implementation costs to the WD based on the following formula: $\text{implementation costs paid by the WD} \times \text{percentage of Term remaining as of the Notice Date} = \text{amount of implementation costs to be repaid by the Producer to the WD}$ (the "Implementation Cost Refund"). If the Producer does not repay the Implementation Cost Refund to the WD, the Producer shall be determined by the WD to be ineligible for participation in future projects under the GROW Program.

The WD may terminate this Agreement at any time with thirty (30) days prior written notice to the Producer if the Producer is in breach of this Agreement and should a mutual agreement regarding actions required to rectify the breach of Agreement not be reached between the WD and the Producer. The WD may request an Implementation Cost Refund as per above process and formula, and the WD shall have such other remedies available at law.

The WD may also terminate this Agreement at any time with thirty (30) days prior written notice to the Producer if the Funding Agreement(s) relating to the Project is terminated. In the event of termination in this case, the Annual Payment for the final year of the Term shall be pro-rated to the Notice Date and paid to the Producer.

8. **Information Sharing.** This agreement and the project information provided in Schedules A, B and C to this Agreement will be compiled by the WD and will be shared with governments or funding entities.

9. **Assignment.** Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior written consent of the other party. Producer may not subcontract any part of this Agreement unless provided for in the Schedules attached hereto or without the prior consent in writing of WD.

10. Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture or an employment relationship as between the parties and neither party shall hold itself out as partner, agent, joint venture or employee of the other or any other type of relationship that render one party liable for the debts or obligations of the other party except as specifically provided for in this Agreement.

11. **Notice.** Except as otherwise provided in this Agreement, any notice contemplated or required to be given shall be in writing and may be made or given either by personal delivery, by courier, by fax or by electronic mail addressed to the respective parties as follows:

To WD:

Westlake Watershed District
Address: Box 33, Alonsa, MB R0H 0A0
E-mail: growcoordinator@westlakewd.com
Attention: GROW Coordinator

To PRODUCER:

Address:
E-mail:
Attention:

or to such other address, fax number or e-mail address as either party may from time to time notify the other in accordance with this section. Any notice or communication made by personal delivery or by courier shall be conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by fax or e-mail on the first business day following the transmittal thereof.

12. Compliance with Laws and Governing Laws

In the performance of the Project, all parties agree to comply with all laws, rules, and regulations of any government or administrative agency, federal, provincial, or municipal that affect the Project. This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein. The parties agree to cooperate in good faith with respect to the Project, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise, the parties agree to attempt first to resolve such dispute by discussion.

13. Entire Agreement

This Agreement, including the attached Schedules, constitutes the entire agreement between the parties with respect to all of the matters herein and shall not be amended, altered or qualified except by a memorandum in writing, signed by both of the parties hereto.

14. Time shall in all respects be of the essence in each and every one of the terms, covenants and conditions of this Agreement.

15. The rights after termination (Section 7), and rights of disclosure (Section 8) and any other rights or obligations stated in this Agreement that by their nature survive the termination or expiry of this Agreement.

16. This Agreement shall be binding upon the executors, administrators, heirs, successors and permitted assigns of the Producer.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Producer:

Name of Producer (Please print)

Signature

Witness

Signature

WD:

Name of Representative (Please print)

Signature

Witness

Signature