

# GRASSED WATERWAY APPLICATION

Box 223 - 111 Sarah Ave Miniota, MB R0M 1M0  
info@myawwd.ca | myawwd.ca | fax: 204-567-3587

Adam Kerkowich  
Regional Manager, Inglis  
adam@myawwd.ca  
204-564-2388

Jeff Howard  
Regional Manager, Miniota  
jeff@myawwd.ca  
204-567-3554

Colleen Cuvelier  
Regional Manager, Oak River  
colleen@myawwd.ca  
204-566-2270

Please complete all questions

Full Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Town: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Legal Description of project(s) (Qtr, Sec, Twp, Rge): \_\_\_\_\_ Subdistrict: \_\_\_\_\_ Municipality: \_\_\_\_\_

Watershed: \_\_\_\_\_ Name of waterway (if named): \_\_\_\_\_ Land surrounding project area:  
Annual Crop  Pasture  Other \_\_\_\_\_

Does the waterway empty on to: Applicant's property  Natural Waterway  Highways Drain

Other \_\_\_\_\_ Neighbor's Property LLD & Name \_\_\_\_\_

## Project Diagram



## Terms & Conditions

### The Watershed District shall:

1. Determine application priorities in consultation with the Sub-District & Board staff.
2. Provide or help secure funding of 80% of project costs.
3. Reserve the right to reasonable access to project areas for tours or to inspect the condition of the project site.
4. Reserve the right to wave the landowner contribution on downstream work which is the result of upstream activity.
5. Not divert or relocate runways or accept applications on constructed drains.
6. Maintain the project at 100% district cost for 5 years after construction.

### The Applicant shall:

1. Provide reasonable access for inspection, survey, construction, and tours.
2. Not alter, change, remove, or modify the project without written consent of the District.
3. Be responsible for ongoing maintenance of the project areas upon completion of the project.
4. Indemnify and save harmless the District from any and all actions, claims, suits, damages, injuries, or other loss no matter how howsoever arising as a result of the construction, operation or maintenance of the project.
5. Grant the watershed district the right to use any information related to this project for educational or promotional purposes.
6. Provide adequate protection of the project site until site has been sufficiently protected.

- Subject to the above terms, the agreement shall become effective and shall be binding upon both parties.
- If either party fails to meet the above mentioned responsibilities, the agreement may be terminated by the party via written notice.
- The annual projects resulting from this program will be subject to funds appropriated.
- Technical service will be subject to the availability of staff. The district reserves the right to establish priorities for providing such services and assistance.
- Failure of Landowner to meet Landowner Responsibilities may negate him/her from other Watershed District programs.
- Only one application per landowner per year

I hereby declare that I have read the conditions of this policy, and that I agree to abide by the terms of the policy. I further agree to cooperate to the fullest extent with the Watershed District Board in completing and maintaining the project as outlined.

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Signature of Applicant

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Date

