



## Agreement and Application for Funding Assistance Terms and Conditions

The funding assistance for this project is subject to the following terms and conditions:

1. The owner's proposed works and request for funding assistance per the attached project map and cost estimate is subject to approval by ERCA and other agencies involved to ensure compliance with acceptable standards and for confirmation of funding availability/eligibility. **Work which proceeds prior to funding approval does not qualify for funding assistance.**
2. ERCA reserves the right to request the submission of a minimum of three (3) cost estimates for the proposed works. The amount eligible for funding assistance is based on the lowest quote, or the grant limit, whichever is less.
3. The property owner is responsible for hiring the necessary contractor(s) and consultants (where applicable) and to ensure that the works are carried out in accordance with the approved plans, specifications and conditions.
4. The property owner is responsible for all payments to all contractors and consultants (when applicable). Funding assistance from ERCA will be paid only to the property owner. ERCA **will not** be responsible for any payments to contractors hired by the owner.
5. The property owner is responsible for obtaining all permits and approvals for the works, from the Municipality, and all other parties including ERCA. The application for funding assistance **is not** an application for a permit.
6. It is the responsibility of the owner to notify ERCA prior to the construction of the proposed works so that ERCA can undertake monitoring and inspection of the works.
7. Works must be completed according to the approved plans and specifications and to the satisfaction of ERCA in order to receive payment of grants.
8. Landowners receiving grants for trees are required to maintain the planted areas, including regular mowing for weed control, for three years after planting or until trees are free to grow. More information on tree maintenance is available from ERCA's Forester.
9. Upon completion of the works, the owner must submit a statement of expenses incurred during the construction together with copies of receipts marked "Paid in Full" and/or copies of canceled cheque, both front and back.
10. The owner will not alter, interfere with or otherwise modify the project for a minimum period of 15 years. The owner agrees to maintain the project in good working order and condition for a minimum period of 15 years.
11. The landowner consents to ERCA taking photographs of the completed works for the purposes of project monitoring and promotion.
12. ERCA, and other involved funding agencies and their representatives shall have access to the site where any part of the work is being carried out at all reasonable times during construction and after construction for the purpose of monitoring, if applicable, subject to arrangements being made in advance with landowners.
13. In order to receive grant assistance, it is understood that the project must receive written technical approval, funding approval, and final satisfactory inspection by the date indicated on the approval letter and preferably earlier.
14. The Owner indemnifies and saves harmless the Essex Region Conservation Authority from and against all actions, claims, loss, damage and liability connected with the said works or the provision or preservation thereof as contemplated herein, arising directly out of the adequacy, sufficiency, design, construction, installation, erection, excavation, use, maintenance, improvement, alteration, inspection, replacement, repair, destruction, removal, failure and obligation of the said works.

**By signing, I agree that the information provided in this application is accurate and complete.**

Name(s) of owner(s)

PLEASE PRINT

Signature of owner(s)

Date