

Dated _____

ENVIRONMENT ENHANCEMENT FUND AGREEMENT

ENVIRONMENT ENHANCEMENT FUNDING AGREEMENT

DATED THIS DAY OF 2005

BETWEEN

CANTERBURY REGIONAL COUNCIL (“ENVIRONMENT CANTERBURY”) and

«CONTRACT_NAME» (“THE RECIPIENT”)

BACKGROUND

- (i) The Environment Enhancement Fund supports activities that seek to protect and enhance indigenous plants or animals and their habitats including waterways, wetlands and dunes.
- (ii) The Recipient applies for funds for works to be undertaken on the property (“the Property”) and if successful is advised by letter of the amount granted and the works to be undertaken, as described in the application attached at Schedule One.
- (iii) This Agreement sets out:
 - the terms and conditions for the use of the funds available from Environment Canterbury’s Environment Enhancement Fund; and
 - the obligations and responsibilities of Enhancement Fund Recipients.

AGREEMENT

1. Project Approval

As a consequence of approval, on 8 December 2005, of the project (“the Project”) described in the letter of approval, attached at Schedule Two, the sum of \$«FinalAssessFunding», GST «GSTReg», (“the Monies”) is payable to the Recipient from the Environment Enhancement Fund.

2. Project Details

- 2.1 The Recipient agrees to carry out the Project in accordance with the details contained in the letter of approval, attached at Schedule Two.
- 2.2 The Recipient agrees to carry out the Project in a workman-like manner to ensure that any fences are stock-proof, any structures secure and any planting sites appropriately prepared.

3. Start and Completion Dates

The Recipient agrees to commence the Project on a date within twelve months of the date of this Agreement and to complete the Project within two years of the date of this Agreement.

4. Access to the Project Site

The Recipient shall enable Environment Canterbury staff or agents, when on official duties, to enter the Property at all reasonable times to inspect the Project.

5. Financial Accountability and Auditing

5.1 Environment Canterbury agrees to pay the Monies as a lump sum prior to the commencement of the Project.

5.2 The Recipient agrees to:

- retain receipts, or copies of receipts, as proof of purchase of all items used for the Project and make these, upon request, available to Environment Canterbury; and
- provide a summary statement detailing total expenditure, upon request, to Environment Canterbury.

6. Reporting

6.1 The Recipient shall immediately after 12 months from the date of this Agreement provide a written progress report on the Project to Environment Canterbury.

6.2 The Recipient shall provide to Environment Canterbury written notice of the completion of the Project within one month of its completion.

7. Project Maintenance

The Recipient agrees to take all reasonable steps to prevent loss or damage to the Project and agrees, where appropriate, to:

- maintain any fencing to exclude permanently any stock from the project area;
- remove weeds from around any newly planted trees and shrubs for at least two years from the date of the planting;
- replace any trees that die; and
- manage any weeds, including gorse, broom and blackberry, to meet the aims of the Project.

8. Resource Consents

The Recipient shall ensure that any resource or building consent required from the Regional or District Council is obtained prior to the commencement of the Project and the Recipient shall adhere to any consent conditions.

9. Variations to the Agreement

The written consent of the Parties is required to vary or amend this Agreement.

10. Refund

The Recipient shall refund to Environment Canterbury the Monies advanced, without interest, if: the Recipient fails to complete the Project; fails to carry out the Project to the intent for which the Monies were advanced; or, in any other way fails to fully comply with the terms of this Agreement.

11. Other matters

11.1 This Agreement shall expire 10 years from the date of completion of the Project.

11.2 The Recipient agrees that the letter, attached at Schedule Two, has been read and has been understood.

SIGNED on behalf of the
CANTERBURY REGIONAL COUNCIL
by **Wilma Falconer**
Director External Relations

after the schedules in the presence of: _____

Witness –
Signature: _____
Name: _____
Occupation: _____
Address (City/Town): _____

SIGNED
by «**Contract_Name**»

after the schedules in the presence of: _____

Witness –
Signature: _____
Name: _____
Occupation: _____
Address (City/Town): _____

Schedule One

Schedule Two