

# LARA Watershed Resiliency and Restoration Program

## Schedule B: Terms and Conditions

### 1. Purpose

The purpose of the LARA Watershed Resiliency and Restoration Program (LARAWRRP) is to provide financial support to private land owners within the Lakeland Agricultural Research Association (LARA) area of operation for project(s) that restore and/or enhance degraded wetlands and/or riparian areas on their lands.

### 2. Eligible Applicants

2.1. To be eligible to apply to the program, a person must:

2.1.1. File income taxes in Alberta.

2.1.2. Hold a valid Environmental Farm Plan Certificate or equivalent program (some exceptions will apply in a wetland enhancement project).

2.1.3. The land where the project is to be completed must be in the Municipal District of Bonnyville, County of St. Paul, Smoky Lake County or Lac La Biche County.

### 3. Amendments to the Project Agreement

3.1. In the event that the funding levels from any of the grant sources for the LARAWRRP are reduced or eliminated, the Environmental Program Manager of the Lakeland Agricultural Research Association may, at their absolute discretion, cancel or reduce the amount of funding for the Project.

3.2. If the Applicant wishes to amend the Project Agreement, they must do so by making a request in writing to the Environmental Program Manager who shall have absolute discretion to accept or reject any such request.

### 4. Funding Levels

4.1. Funding coverage will range from 40 – 90% for eligible expenses (listed in Appendix B).

4.2. Funding Maximums are as follows:

4.2.1. Offsite watering systems up to \$10,000.00

4.2.2. Fencing up to \$8,000.00 per mile

4.2.3. Pond Levelers up to \$2,000.00

4.2.4. Wintering site relocation up to \$10,000.00

4.2.5. Stream Crossings up to \$7000.00

4.2.6. Riparian plantings up to \$5.00 per tree

4.3. Funding received through other federal, provincial and municipal governments cannot exceed 100% of the eligible expenses claimed by the applicant. The amount of funding received shall be adjusted so that the total funding amount will not exceed 100%.

4.4. Producer funding maximum for the entire program is \$20,000.00.

### 5. Funding

5.1. The Applicant acknowledges that LARAWRRP funding may not be sufficient to cover

the entire cost of the Approved Project, and that the Applicant shall be solely responsible for any remaining funds to complete the Approved Project.

5.2. The Applicant is responsible for all costs of post-project care and maintenance of the areas that were restored or enhanced, for a period of ten years.

## **6. Eligible projects**

6.1. Eligible projects include:

6.1.1. Offsite watering systems;

6.1.2. Riparian fencing;

6.1.3. Stream crossings;

6.1.4. Wintering site relocation;

6.1.5. Wetland enhancement (pond leveler, riparian planting); and/or

6.1.6. Completion of a riparian health assessment or Long Term Water Management Plan.

6.2. Eligible projects may include a combination of restoration and enhancement practices, and agricultural Beneficial Management Practices.

6.3. An eligible project must restore or enhance a wetland or riparian area, or establish riparian buffers adjacent to a river/creek or lake. The implementation of agricultural BMPs on the uplands may qualify if done in conjunction with a project that restores or enhances a wetland or riparian area.

6.4. Projects may need permits and/or approvals from municipal, provincial and/or federal government agencies. It is the duty of the applicant to ensure that these requirements are completed, and provide a copy to LARA.

6.5. Under the discretion of the LARA Environmental Program Manager, the LARA Board of Directors may review all Applications and determine eligibility of projects to be funded under the LARAWRRP.

## **7. Ineligible Projects**

7.1. Creation of a wetland in areas where there was no prior wetland;

7.2. Creation of a wetland as part of a reclamation of a disturbed land;

7.3. Projects that are part of a government regulatory or policy mitigation requirement;

7.4. Creation of a riparian area along a man-made channel or drainage ditch;

7.5. Creation or maintenance of a man-made lake, reservoir, dugouts, lagoons, stormwater management pond, and the creation of adjacent riparian areas;

7.6. Bank stabilization using non-biodegradable materials such as concrete, rip-raps, gabions and similar structural materials;

7.7. Bank modifications to build access structures for public use;

7.8. Cross fencing;

- 7.9. Perimeter Fencing Costs;
- 7.10. Projects already funded in whole by other grants, programs or projects;
- 7.11. Implementations of Beneficial Management Practices (BMPs) on the uplands without adjacent wetland or riparian area restoration/ enhancement or riparian area buffer zone establishment; and
- 7.12. Any other project deemed ineligible by the LARA Environmental Program Manager, or when referred to and deemed ineligible by the grant funder (Alberta Environment and Parks).

## **8. Ineligible Expenses**

- 8.1. Goods and services tax (GST);
- 8.2. Activities exceeding funding maximums of: offsite watering systems of \$10,000.00; and/or fencing costs exceeding \$8,000.00 per mile.
- 8.3. Extended warranties on equipment;
- 8.4. Leasing costs;
- 8.5. On-hand materials or supplies;
- 8.6. Expenses occurring outside program term for an approved project;
- 8.7. Expenses occurred in transactions between individuals who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties;
- 8.8. Maintenance and repair costs;
- 8.9. Consumable expenses;
- 8.10. Expenses already funded through any other federal, provincial or municipal government grants, programs or projects; and
- 8.11. Barter and exchange transactions. Only expenses incurred by monetary transactions evidenced by receipts are eligible.

## **9. Fencing Requirements**

- 9.1. Fencing must:
  - 9.1.1. Have a top wire of no more than 42" from the ground for wildlife passage;
  - 9.1.2. Have a smooth top wire; and
  - 9.1.3. Be at minimum 20 meters from the high water mark of a water body.

## **10. Timelines**

- 10.1. If the Applicant's progress on a Project is not to the satisfaction of the Environmental Program Manager, they may amend or terminate the Project and the funding.

## **11. Reporting Requirements**

- 11.1. The Applicant shall provide a Completion Report together with a Reimbursement

Claim Form (forms will be provided to the applicant) within 30 days of completion of the project, detailing:

- 11.1.1. A list of activities completed by the Applicant;
- 11.1.2. All expenditures in relation to the activities listed in Schedule A of the Project Agreement, and the expenditures attributed to other funding sources for the Approved Project, including the Applicant's cash contributions.

## **12. LARAWRRP Funding Payments**

- 12.1. Reimbursement for eligible expenses shall be as approved by the Environmental Program Manager, who shall have absolute discretion to approve or deny reimbursement of any claimed expense.
- 12.2. To be eligible for reimbursement, an Applicant must:
  - 12.2.1. Complete the Project to the satisfaction of the Environmental Program Manager within the time limits set out in the approval; and
  - 12.2.2. Submit the completed Reimbursement Claim Form with all **original** invoices, receipts, timesheets or other supporting document necessary to establish to the satisfaction of the Environmental Program Manager the nature and amount of each expense claimed.
- 12.3. If the cost of capital items (including machinery, equipment and electronic hardware) are claimed as Eligible Expenses, the make, model and serial number of each capital item must be provided on the Reimbursement Claim.
- 12.4. The Applicant shall not return or refund any items purchased with funding from the LARAWRRP.
- 12.5. The Applicant shall not sell or trade any item purchased with funding from the LARAWRRP for at least five years after completion of the project.

## **13. Verification**

- 13.1. The Applicant consents to the release of any information contained in the Application or related to it and obtained in the course of verifying or auditing the Application, to any government department, agency or other body for the purposes of verifying this Application, determining the Applicant's eligibility for other related programs, or both.
- 13.2. The Applicant expressly authorizes LARA staff to obtain information from any government department, agency or other body to verify the contents of this Application and to determine the Applicant's eligibility for this or other programs offering financial assistance for which the Applicant may be eligible.

## **14. Inspection, site assessments and access**

- 14.1. At reasonable times and with at least 48 hours' notice to the Applicant, access to the project sites must be provided by the Applicant for:
  - 14.1.1. Inspection by LARA staff and/or representatives of Alberta Environment and Parks;

14.1.2. Pre- and post- restoration site assessments;

14.1.3. LARA staff for the purpose of recording observations of the Restoration Sites through writing, photography, video-taping, and similar means of recording observations.

## **15. Additional Powers of the Environmental Program Manager**

15.1. If the Environmental Program Manager determines that an Applicant has not received proper permits, licenses or authorizations prior to commencing an Approved Project, the Environmental Program Manager may amend or terminate the Approved Project and decline any reimbursement of expenses.

15.2. If an Applicant breaches any provision of these LARAWRRP Terms and Conditions or the Project Agreement, the Environmental Program Manager may do any or all of the following:

15.2.1. Withhold payments of funding to the Applicant;

15.2.2. Cancel the entire balance of funding for the Approved Project; or

15.2.3. Demand that within 14 days the Applicant repay to LARA the full amount of funding paid.

## **16. Refunds**

16.1. The Applicant shall immediately refund to the LARA any payment received under the LARAWRRP that is not in accordance with the LARAWRRP Terms and Conditions upon notice provided to the Applicant by the Environmental Program Manager.

## **17. Representations and Warranties**

17.1. By submitting an application the Applicant represents and warrants that:

17.1.1. The applicant is an eligible applicant pursuant to section 2 of the Program Terms and Conditions;

17.1.2. No application has been made for the same activities on the same Restoration Site by any other person than the Applicant;

17.1.3. It has made full, true and plain disclosure in the Application all facts relating to the activities that are material to the Application, including without limitation all sources of funding;

17.1.4. The Applicant is not aware of any discussions to effect a sale, transfer, assignment or pledge of interest which would result in a change of the control of the Applicant or of the disposition of all or substantially all the assets of the Applicant;

17.1.5. The Applicant has adequate human resources, experience and skills to carry out the activities described in the Application;

17.1.6. There is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant which could result in the expropriation of any property of the Applicant, or which could affect its operations, properties, financial condition, or its ability to complete the activities

described in the Application;

- 17.1.7. If activities described in the Application require authorization by any governmental authority, the Applicant has obtained such approval;
- 17.1.8. The Applicant is in compliance with all laws, orders and authorizations which relate to or affect the Applicant, and is not subject to any order of any court or other tribunal affecting its operations;
- 17.1.9. The Applicant has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations; and
- 17.1.10. The execution of the Applicant Declaration in the Application has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

**18. Agreement**

I have read and agree to the Terms and Conditions of the Lakeland Agricultural Research Association Watershed Resiliency and Restoration Program.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name of Applicant (Legal Land Owner)