



Terms and Conditions

Growing Forward 2 Regional Water Supply Strategic Program

1.0 Purpose

The Growing Forward 2 Regional Water Supply Strategic Program provides financial support to rural Alberta municipalities to assess the feasibility of developing existing rural water supply pipelines and other rural water pipeline related infrastructure to enhance a vibrant rural Alberta. The Program provides support for engineering, planning and other strategic feasibility studies and reports that relate directly to this infrastructure development.

There is limited funding in the Growing Forward 2 Regional Water Supply Strategic Program. Applications completed to the satisfaction of the Minister will be considered for approval on a case-by-case basis, subject to the Program assessment criteria and Program funding constraints.

If an Application is approved by the Minister, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. This grant agreement will contain the terms and conditions governing the grant under the Program.

2.0 Definitions

In these Program Terms and Conditions, the following terms have the following meanings:

- 2.1 **Applicant:** means the person or persons who submit an Application and meet the eligibility criteria in s. 3.1.1, jointly and severally.
- 2.2 **Application:** means the Program application form and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.3 **ARD:** means Alberta Agriculture and Rural Development.
- 2.4 **Eligible Expenses:** means the expenses listed in s. 3.5.1.
- 2.5 **Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.6 **Fiscal Year:** means the period from April 1 to March 31 of the following year.
- 2.7 **In-Kind Contributions:** means non-monetary contributions that defray the total cost of the Project, including services or equipment required in the planning, conducting or managing of a Project, but which does not include the provision of labor.
- 2.8 **Minister:** means the Minister of ARD and his authorized representative(s).
- 2.9 **Program:** means the Growing Forward 2 Regional Water Supply Strategic Program.
- 2.10 **Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.11 **Project:** means one or more of the activities identified in s. 3.3.1 to be completed by the Applicant as described in the Application submitted by the Applicant and approved by the Minister.
- 2.12 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.13 **Rural Municipality:** means a recognized (as determined by the Minister) form of rural municipal government in Alberta which includes Municipal Districts (including Counties and Hamlets) and Special Areas.
- 2.14 **Term:** means the time period for the Program, being April 1, 2013 to March 31, 2018.

3. Eligibility

3.1. Eligible Applicants

- 3.1.1 The following entities are eligible to apply to the Program:
 - (a) Rural Municipalities;
 - (b) Alberta First Nations and Alberta Metis Settlements;
 - (c) water co-operative associations incorporated under the Rural Utilities Act; and
 - (d) water commissions established under the Municipal Government Act.

3.2. Ineligible Applicants

- 3.2.1 The following persons are not eligible to apply to the Program:
- (a) urban municipalities;
 - (b) utility companies;
 - (c) industry organizations;
 - (d) individuals; and;
 - (e) any other entity deemed ineligible by the Minister.

3.3. Eligible Activities (must be approved by the Minister)

- 3.3.1 Subject to s. 3.3.2, Projects under the Program shall consist of one or more of the following activities:
- a) engineering, planning and other strategic studies and reports leading to the construction of new rural multi-user water supply infrastructure or pipelines;
 - b) engineering, planning and other strategic studies and reports leading to the capacity expansion of existing rural multi-user water supply infrastructure.
- 3.3.2 To be eligible under the Program, Projects must improve rural Alberta residents' access to water.
- 3.3.3 In completing a Project under the Program, the Applicant must:
- a) comply with all applicable laws and regulations; and
 - b) obtain all required governmental approvals prior to commencing the Project, including those related to public health and safety, labour codes and standards, care and use of animals in research, wildlife habitat, and environmental protection.
- 3.3.3 Acceptance of an Application under this Program creates no obligation on the part of the Provincial Crown or Federal Crown to provide licenses or approvals under any legislation.

3.4 Ineligible Activities

- 3.4.1 The following activities are not eligible under the Program and must not be included in an Application:
- (a) construction activities; and
 - (b) any other activity deemed ineligible by the Minister.

3.5 Eligible Expenses (must be approved by the Minister)

- 3.5.1 The following expenses may be included in an Application:
- (a) costs of engineering, planning and feasibility studies and reports;
 - (b) survey fees for engineering, planning and feasibility studies and reports;
 - (c) In-Kind Contributions directly attributable to the Project; and
 - (d) advertising for tenders related to the Project.

3.6 Ineligible Expenses

- 3.6.1 Expenses that are not eligible for re-imbursement under the Program and which must not be included in an Application include:
- (a) Goods and Services Tax (GST);
 - (b) travel expenses;
 - (c) planning expenditures not directly related to specific capital infrastructure;
 - (d) loan fees, depreciation, legal fees, easement fees and registration costs; and
 - (e) any other expense deemed by the Minister to be an ineligible expense.

4. Applications

- 4.1** In the 2013-2014 Fiscal Year, all Applications must be received by ARD, or postmarked, on or before December 16, 2013. In all other Fiscal Years of the Term, the Application deadline will be posted on the Growing Forward 2 website.
- 4.2** Applications must include:
- (a) a completed Program application form, signed by an authorized representative, and all documents required to be submitted pursuant to the Program application form; and
 - (b) any supplementary documentation requested by the Minister.
- 4.3** Applications must be delivered to: Manager, Growing Forward 2 Regional Water Supply Program c/o Branch Administrator, 2nd Floor, J.G. O'Donoghue Building, 7000-113 Street, Edmonton, AB T6H 5T6.
- 4.4** The Minister may reject any Application that is inaccurate, incomplete or non-compliant with the Program Terms and Conditions, in the sole discretion of the Minister.
- 4.5** Applications will only be accepted for Projects that are to be completed during the Term.
- 4.6** Funding for the Program is limited. Applications will be considered for approval on a case-by-case basis, subject to the Program assessment criteria and Program funding constraints. The Program assessment criteria by which Applications will be assessed include:
- (a) seriousness of the water supply constraint or water protection issue on agriculture;
 - (b) degree of interaction with regional or provincial strategy for agriculture;
 - (c) degree that activities address knowledge gaps;
 - (d) degree that activities improve capacity for local agriculture producers;
 - (e) level of local support;
 - (f) overall quality of the Project; and
 - (g) overall benefit to the public at large.
- 4.7** Applications must be signed by or on behalf of a properly authorized representative. The Minister may require evidence of authorization.
- 4.8** An Application will not be considered complete unless the Statement of Certification on the Program application form is signed.
- 4.9** Submission of an Application does not entitle the Applicant to a grant under the Program.
- 4.10** If an Application is approved, the Applicant must enter into a grant agreement with the Minister to be eligible to receive funding under the Program. The grant agreement will contain the terms and conditions governing the grant under the Program.

5. Funding Levels

- 5.1** The Program provides grants on a cost-shared basis to cover Eligible Expenses for Projects up to a maximum of \$90,000 per Applicant per Fiscal Year of the Term.
- 5.2** Eligible Expenses for Projects are cost-shared at 70% grant and 30% Applicant.
- 5.3** Funding received through any other Growing Forward 2 program may not be used toward the cost-share requirements of this Program.
- 5.4** In the event that federal funding levels are changed to the extent that the money available to the Minister to make the grant is reduced or eliminated, the Minister may, in his sole discretion, cancel or reduce the amount of the grant.

6. Reporting Requirements

- 6.1** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with status reporting, to the Minister's satisfaction and on dates specified by the Minister, detailing:
- (a) the status of the Project, including the estimated percentage of the work completed and the estimated date of completion;
 - (b) the status of the grant proceeds, including all expenditures of the grant proceeds and the amount of the grant proceeds currently held by the Applicant;
 - (c) any other grants from any level of government in respect of the Project;
 - (d) all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of all relevant invoices and receipts;
 - (e) any material events, developments or circumstances arising in relation to the Project; and
 - (f) any other information requested by the Minister.

- 6.2** Unless otherwise specified by the Minister, the Applicant shall provide the Minister with a final report, to the Minister's satisfaction and on a date specified by the Minister, after the Project completion date or the termination of the grant agreement, whichever occurs first, detailing:
- (a) a list of activities completed by the Applicant in relation to the Project;
 - (b) a report of the Applicant's success in meeting the Project's objectives;
 - (c) a description of the successful aspects of the Project, as well as any recommendations for improvements;
 - (d) a financial report detailing all expenditures of the Project in relation to the activities listed in the Application, the expenditures attributed to the grant proceeds, and the expenditures attributed to other funding sources for the Project, including the Applicant's cash contributions;
 - (e) all documentation and calculations used to determine the Eligible Expenses, including without limitation copies of relevant invoices and receipts; and
 - (f) any other information requested by the Minister.
- 6.3** The Minister may request the Applicant to submit additional reports during the Term which the Applicant shall submit, to the Minister's satisfaction, on the dates specified by the Minister.

7. Payments

- 7.1** Projects and Eligible Expenses qualify only once for payment under the Program.
- 7.2** Successful Applicants will be required to enter into a grant agreement with the Provincial Crown prior to any payment being made to the Applicant.
- 7.3** Payments to the Applicant will be made as follows:
- (a) upon execution of the grant agreement between the Provincial Crown and the Applicant, an initial payment of 75% of the maximum approved grant amount stated in the grant agreement; and
 - (b) after all Eligible Expenses have been incurred and submitted in a report to the Minister to the satisfaction of the Minister, a final payment that is the lesser of the following:
 - i. the total Eligible Expenses multiplied by the funding level, less the initial payment; or
 - ii. the remaining 25% of the maximum approved grant amount.
- If the initial grant payment exceeds the total Eligible Expenses multiplied by the funding level, no final payment will be made, and the Applicant shall immediately repay the excess grant funds to the Provincial Crown.
- 7.4** The Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Eligible Expenses, and that the Applicant shall be solely responsible for the additional funds required for the Eligible Expenses. The Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Applicant for the Eligible Expenses.
- 7.5** Applicants cannot assign or defer any payment under this Program.
- 7.6** Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 7.7** Eligible Expenses shall be calculated based on the actual out-of-pocket costs to the Applicant (i.e. cost of the Eligible Expenses less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 7.8** The Applicant shall not return for refund any items purchased under the Program.
- 7.9** The Applicant shall not sell or trade any items purchased under the Program for at least three years after the end of the Term.

8 Verification

- 8.1** Applicants must submit copies of invoices for Eligible Expenses. For invoices not on an official company voucher or vouchers without a company stamp, the Applicant must also submit proof of payment to the Minister.
- 8.2** The Applicant's name must match the name on invoices submitted for payment pursuant to the Program. If the names do not match, the Applicant must also submit proof of payment to the Minister.
- 8.3** All Eligible Expenses on an invoice must be listed separately and the cost for each Eligible Expense must be clearly identified.
- 8.4** In addition to invoices, the Applicant agrees to provide such other information and records as the Minister may require to verify the Applicant's eligibility for payment under the Program.

8.5 The Applicant consents to the Minister releasing any information contained in the Application, or related to it, and obtained by the Minister in the course of verifying or auditing the Application, to any other government department, agency or other body for the purposes of verifying the Application or determine the Applicant's eligibility for this Program. The Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Application and to determine the Applicant's eligibility for this Program.

8.6 The Applicant agrees to give the Minister access to their operations related to the Project from the date of the Application until six years following this date. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, information and invoices necessary to audit their Application under this Program. If the Applicant fails to provide records within a reasonable time on reasonable notice, as determined by the Minister, the Applicant may be required to refund any payments received for the Project under the Program, as well as forfeit any future payments for the Project under the Program.

9 Refunds

9.1 The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Program Terms and Conditions and the grant agreement upon notice being provided to the Applicant by the Minister. Failure to make repayment as required by the Minister creates a debt owing to the Provincial Crown that can be set off against any money the Provincial Crown owes to the Applicant.

10 False or Misleading Information

10.1 An Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

11 Debts to Provincial Crown or Federal Crown

11.1 The Minister has the right to deduct from the Applicant's entitlement any amount due and owing to the Provincial Crown or Federal Crown.

12 Representations and Warranties

12.1 The Applicant represents and warrants that the person signing is duly authorized to make this Application, bind the Applicant to the Program Terms and Conditions, and, in the case of a partnership, bind the partners to the Program Terms and Conditions on the basis of joint and several liability.

12.2 The Applicant represents that no Application has been made for the same Project by any other person, including without limitation, a person who is not arms-length or a related person as defined by the Income Tax Act (Canada), or by a shareholder, member or partner who is actively carrying on farming or business on behalf of a corporation.

13 Grant Regulation

13.1 Payments under this Program are grants subject to the Agriculture and Rural Development Grant Regulation. The Applicant acknowledges that, in addition to complying with these Program Terms and Conditions, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.

14 Changes to the Program or Program Terms and Conditions

14.1 The Minister may change or terminate the Program, or revise the Program Terms and Conditions, without notice from time to time. An Application received after the Program Terms and Conditions are revised shall be administered according to the Program Terms and Conditions applicable as of the date that the Application is received.

15 Ministerial Discretion

10.1 The Minister has the absolute discretion to determine the eligibility of any Applicant and any payments due under this Program. The decision of the Minister is final.