



**Agricultural Watershed Enhancement Program
Terms and Conditions for Landowners
2014-2018**

1. Purpose

The Agricultural Watershed Enhancement Program will facilitate the delivery of targeted, comprehensive extension programs, increased uptake of wetland restoration and riparian health beneficial management practices (BMPs), and realize measureable changes within high risk watershed areas, focused on addressing flood and drought mitigation and water quality issues.

The Program has grants available for Group Applicants, as well as for Landowner Applicants. Group Applicants are governed by the Group Terms and Conditions, and Landowner Applicants are governed by these Landowner Terms and Conditions.

Group Applicants are eligible to submit Group Proposals under the Group Terms and Conditions. A Group Proposal can be approved either through the Group Applicant entering into a grant agreement with the Minister or receiving a group proposal acceptance letter from the Minister. Approval of a Group Proposal is a precondition for Landowner Applicants located in the Enhancement Area specified in the Group Proposal to submit applications and be considered for funding under these Landowners Terms and Conditions.

There is limited funding in the Program. Landowner 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 a Landowner Application is approved by the Minister, funds will be granted to the Landowner Applicant pursuant to a Grant Agreement that is in the form of an Approval Letter or an Executed Agreement. If the Minister approves a Landowner Application for \$50,000 grant dollars or less, the Landowner Applicant will be sent an Approval Letter. If the Minister approves a Landowner Application for more than \$50,000 grant dollars, the Applicant must enter into an Executed Agreement with the Minister..

2. Definitions

- 2.1 **Active Producer:** means an individual, a registered partnership, or a registered corporation responsible for the day-to-day management and work on the farm, including responsibility for input costs for agricultural crops or livestock producing at least \$10,000 worth of farm commodities annually, but does not include a landlord whose only interest in the crop or livestock is that of ownership of the land.
- 2.2 **Activity Code:** means the activity code listed in the Funding List corresponding to a specific Eligible Project.
- 2.3 **AF:** means Alberta Agriculture and Forestry.
- 2.4 **Application Period:** means the time period during which Landowner Applicants may submit a Landowner Application, and which runs during the remainder of Year 1 after the Group Proposal is approved and up to February 15 of Year 2.
- 2.5 **Application Block:** means the following time periods in a Fiscal Year:
- The date the Group Proposal is approved to July 31 – Block 1; and
 - August 1 to December 31 – Block 2.

- 2.6 **Approval Letter:** means the letter sent by AF to a Landowner Applicant notifying the Landowner Applicant that the Landowner Applicant has been approved for a grant, specifying the details of the grant, describing the the Approved Project(s) and listing the Eligible Expenses, as may be amended.
- 2.7 **Approved Group Proposal:** means a Group Proposal that has been approved by the Minister.
- 2.8 **Approved Group Proposal Term:** means the time period remaining in Year 1 after a Group Proposal is received by AF and up to March 15 in Year 2 during which Landowner Applicants may complete Eligible Projects under an Approved Group Proposal.
- 2.9 **Approved Project:** means an Eligible Project described in the Grant Agreement that has Eligible Expenses associated with it.
- 2.10 **Eligible Expenses:** means the expenses listed in the Grant Agreement.
- 2.11 **Eligible Project:** means a project described in s. 3.3.
- 2.12 **Enhancement Area:** means the area specified in a Group Proposal in which Eligible Projects may be completed by Landowners.
- 2.13 **Executed Agreement:** means the executed agreement between the Minister and a Landowner Applicant specifying the details of the grant, describing the Approved Project(s), and listing the Eligible Expenses, as may be amended.
- 2.14 **Federal Crown:** means Her Majesty the Queen in Right of Canada.
- 2.15 **Final Report:** means the report to be submitted by the Landowner Applicant with the final Reimbursement Claim Form.
- 2.16 **Fiscal Year:** means the period from April 1 until March 31 of the following year.
- 2.17 **Grant Agreement:** means an Approval Letter or an Executed Agreement
- 2.18 **Landowner Funding List:** means the Agricultural Watershed Enhancement Program Funding List that identifies the Eligible Projects that may be completed by Landowner Applicants and the expenses that Landowner Applicants may incur.
- 2.19 **Group Applicant:** means a legal entity that submits a Group Proposal pursuant to the Group Terms and Conditions.
- 2.20 **Group Proposal:** means the group proposal application form and all documents required to be submitted pursuant to that form and the Group Terms and Conditions.
- 2.21 **Group Terms and Conditions:** means the Program Terms and Conditions for Group Proposals, as may be amended.
- 2.22 **Landowner Applicant:** means the legal entity that submits a completed Landowner Application and meets the eligibility criteria in s. 3.1.
- 2.23 **Landowner Application:** means the completed Program application form for Landowner Applicants, and all documents required to be submitted with that form to apply for funding for Eligible Project(s) under these Landowner Terms and Conditions.

- 2.24 **Landowner Terms and Conditions:** means the Program Terms and Conditions for Landowner Applicants set out in this document, as may be amended.
- 2.25 **Minister:** means the Minister of AF and his authorized representative(s).
- 2.26 **Program:** means the Agricultural Watershed Enhancement Program.
- 2.27 **Program Term:** means the time period for the Program, being April 1, 2014 to March 31, 2018.
- 2.28 **Project Term:** means the period between the start date and the end date for an Approved Project stated in the Grant Agreement.
- 2.29 **Project Work Schedule:** means the project work schedule stated in the Grant Agreement for an Approved Project.
- 2.30 **Provincial Crown:** means Her Majesty the Queen in Right of Alberta.
- 2.31 **Reimbursement Claim Form:** means the form to be submitted by the Landowner Applicant together with the required documentation to request payment from the Program.
- 2.32 **Year 1:** means the Fiscal Year in which a Group Proposal is approved.
- 2.33 **Year 2:** means the second Fiscal Year after a Group Proposal is approved.

3. Eligibility

3.1 Eligible Applicants

- 3.3.1 To apply to the Program, a legal entity must own, lease, or rent land located within an Enhancement Area specified within an Approved Group Proposal.

3.2 Ineligible Applicants:

- 3.2.1 The following persons are not eligible to apply to the Program under the Landowner Terms and Conditions:
 - a) agribusinesses offering custom services, consulting services or general services to agricultural clients;
 - b) grazing reserves;
 - c) irrigation districts;
 - d) research stations;
 - e) universities; and
 - f) any other person deemed by the Minister to be ineligible.

3.3 Eligible Projects

- 3.3.1 Subject to sections 3.3.2 and 3.3.3, projects that may be included in a Landowner Application under the Landowner Terms and Conditions include:
 - (a) projects identified in the Funding List; and
 - (b) any other project approved by the Minister.
- 3.3.2 All projects included in a Landowner Application must be approved by the Group Applicant that submitted the Group Proposal covering the Enhancement Area in which the project will be completed, as evidenced by the signature of an authorized representative of the Group Applicant on the Program application form.
- 3.3.3 A Landowner Applicant is not eligible to apply for funding under Activity Code 505, 506 or 507 if the Landowner Applicant is eligible for funding under the Growing Forward 2 Confined Feeding Operation Program.

- 3.3.4 Notwithstanding the approval of a project by a Group Applicant, the determination of whether to approve an Eligible Project included in a Landowner Application is at the sole discretion of the Minister.

3.4 Approved Projects

- 3.4.1 Subject to the Landowner Terms and Conditions, only Approved Projects completed by the Landowner Applicant are eligible for funding under the Program.
- 3.4.2 An Approved Project must be:
- a) completed pursuant to the Project Work Schedule outlined in the Grant Agreement for that Approved Project; and
 - b) completed during the Project Term.
- 3.4.3 In completing an Approved Project under the Program, the Landowner Applicant must
- a) comply with all applicable laws and regulations;
 - b) obtain all required governmental approvals prior to commencing the Approved 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; and
 - c) ensure the Approved Project meets all applicable guidelines issued under the Canadian Environmental Assessment Act.
- 3.4.4 Acceptance of a Landowner Application under this Program creates no obligation on the part of the Provincial Crown or Federal Crown to provide permits, licenses or authorizations under any legislation, including the Canadian Environmental Assessment Act.

3.5 Ineligible Projects

- 3.5.1 Projects that are not eligible for funding under this Program include:
- a) projects not approved by the Group Applicant that submitted the Group Proposal covering the Enhancement Area in which the project will be completed;
 - b) groundwater wells (including test drilling, new pump and well casing, electro seismology tests, disinfection of new well) except as part of a livestock facilities relocation project;
 - c) dugouts (including aeration and floating intakes);
 - d) maintenance and repair costs;
 - e) perimeter fencing;
 - f) water hauling or temporary piping costs;
 - g) irrigation water application equipment;
 - h) pressurized distribution of water within the farm site, buildings, except as part of an Eligible Project;
 - i) energy sources where an existing program addresses installation costs;
 - j) roads;
 - k) water treatment equipment or supplies for domestic use;
 - l) global positioning system (GPS);
 - m) variable rate technology;
 - n) openers, coulters, banders;
 - o) autosteer technology;
 - p) fertilizer storage;
 - q) custom application services;
 - r) structural restoration or construction (e.g. dams, berms, dykes, tunnels, riprap, storm water ponds);
 - s) municipal infrastructure (e.g. stormwater ponds);
 - t) groyne and other in-stream structures;
 - u) river training or realignment;
 - v) hard armouring erosion protection;

- w) projects that increase the development opportunities or liabilities within flood prone areas;
- x) weed control;
- y) any project identified in the Funding List as an ineligible project; and
- z) any other project deemed by the Minister to be an ineligible project.

3.6 Eligible Expenses

- 3.6.1 Eligible Expenses, as approved by the Minister and stated in the Grant Agreement, may include:
- a) the eligible costs identified in the Funding List with respect to each Eligible Project, subject to any limitations stated in the Funding List; and
 - b) any other expense otherwise approved by the Minister.
- 3.6.2 In incurring Eligible Expenses, the Landowner Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Landowner Applicant must be at competitive prices that are no greater than fair market value.
- 3.6.3 If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Landowner Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

3.7 Ineligible Expenses

- 3.7.1 Expenses that are not eligible for reimbursement under the Program include:
- a) Goods and Services Tax (GST);
 - b) extended warranties on equipment, electronics or technology purchased;
 - c) leasing costs;
 - d) expenses incurred prior to the date the Group Proposal is received by AF;
 - e) expenses incurred outside of the Project Term for an Approved Project;
 - f) expenses incurred for an Approved Project when that Approved Project is not completed by the Landowner Applicant during the Project Term, in the sole discretion of the Minister;
 - g) the ineligible costs identified in the Funding List;
 - h) expenses funded through any other federal or provincial government grants, programs or projects;
 - i) expenses incurred in transactions between legal entities who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties; and
 - j) any other expense deemed by the Minister not to be an Eligible Expense.
- 3.7.2 Barter and exchange transactions are not eligible under the Program. Only expenses incurred in monetary transactions evidenced by invoices are eligible under the Program.

4. Applications

- 4.1 Following approval of a Group Proposal, to submit a Landowner Application under the Approved Group Proposal, a Landowner Applicant must submit a completed Landowner Application to AF during the Application Period.
- 4.2 In a Landowner Application submitted by a Landowner Applicant, the Landowner Applicant must:
- a) complete the Landowner Applicant information section of the Program application form;
 - b) complete the project information and cost estimate section of the Program application form for each of the Eligible Project(s) for which the Landowner Applicant is applying for funding;
 - c) include a detailed aerial photo or sketch of each of the Eligible Project(s) for which the Landowner Applicant is applying for funding;
 - d) sign the Landowner Applicant Declaration in the Program application form with respect to all of the Eligible Project(s) for which the Landowner Applicant is applying for funding;

- e) have an authorized representative of the Group Applicant responsible for the Group Proposal covering the Enhancement Area in which the Eligible Project(s) will be completed sign the Legal Entity Declaration in the Program application form; and
- f) if required for the Eligible Project(s) for which the Landowner Applicant is applying for funding, include evidence of a site inspection (only required for Activity Codes 504 and 507).

4.3 Landowner Applications submitted to AF must be submitted to:

Growing Forward 2 – Agricultural Watershed Enhancement Program
Alberta Agriculture and Forestry
206, 7000-113 Street NW
Edmonton, Alberta T6H 5T6

- 4.4 A Landowner Application submitted to AF by fax or email will not be accepted unless the Landowner Applicant obtains the prior written authorization of the Minister.
- 4.5 The Minister will not accept a Landowner Application for which the total grant request is less than \$500.
- 4.6 Landowner Applications will only be accepted for Eligible Projects that are to be completed during the Approved Group Proposal Term.
- 4.7 There is limited funding in the Program. Subject to Program funding constraints and s. 4.13, Landowner Applications will be considered for approval as follows:

(a) Landowner Applications submitted in Year 1 of an Approved Group Proposal:

- Landowner Applications submitted to AF in Year 1 of an Approved Group Proposal will be considered for approval based on Application Blocks.
 - At the end of the first Application Block, AF will group all Landowner Applications received in that Application Block together and will consider them for approval on a first-come, first-served basis.
 - Landowner Applications received in the first Application Block will be given priority over Landowner Applications received in the second Application Block (e.g. Landowner Applications received in the Application Block 1 will be given priority over Landowner Applications received in the Application Block 2).

(b) Landowner Applications Submitted in Year 2 of an Approved Group Proposal:

- Landowner Applications submitted to AF in Year 2 of one Approved Group Proposal will be given a limited degree of priority over Landowner Applications submitted in Year 1 of another Approved Group Proposal. This priority will result from the following:
 - Landowner Applications submitted in Year 2 of one Approved Group Proposal will be processed on a first-come, first-served basis.
 - Landowner Applications submitted in Year 1 of another Approved Group Proposal will be processed based on Application Blocks.
 - As a result, Landowner Applications submitted in Year 2 of an Approved Group Proposal will have priority over all Year 1 Landowner Applications submitted within the applicable Application Block.

- 4.8 The Minister may reject any Landowner Application that is ineligible, inaccurate or incomplete in the sole discretion of the Minister.
- 4.9 Applications must be signed by the Landowner Applicant or on behalf of the Landowner Applicant by a properly authorized representative. The Minister may require evidence of this authorization. Designates are not permitted to sign Landowner Applications unless they have Power of Attorney (submitted with the Landowner Application). Either executors or administrators can sign on behalf of estates.
- 4.10 A Landowner Application submitted to AF will not be considered complete unless the Statement of Certification on the Program application form is signed, and the Legal Entity Declaration in the Program application form is signed by an authorized representative of the Group Applicant responsible for the Group Proposal covering the Enhancement Area in which the Eligible Project(s) will be completed.
- 4.11 Submission of a Landowner Application does not entitle the Landowner Applicant to a grant under the Program.
- 4.12 The Landowner Applicant acknowledges that the grant may not be sufficient to cover the entire cost of the Approved Projects, and that the Landowner Applicant shall be solely responsible for raising funds from other sources to complete the Approved Projects. The Landowner Applicant acknowledges that the grant is the only financial assistance the Minister will provide under the Program to the Landowner Applicant for the Approved Projects.
- 4.13 Landowner Applications submitted under Activity Code 500 will be reviewed by a Technical Review Panel. Projects applied for under this category will be approved on a case-by-case basis. Approval of any project under Activity Code 500 shall not set a precedent for approval of similar projects.

5 Amendments to the Grant Agreement

- 5.1 A Grant Agreement may be amended as follows during the Project Term:
 - a) The Landowner Applicant may request that:
 - i. expenses listed in s. 3.5.1 be added to the Grant Agreement, or that Eligible Expenses listed in the Grant Agreement be removed; or
 - ii. the Project Term be changed,
 - b) If the Minister approves a proposed amendment, the Minister will:
 - i. If the Grant Agreement is an Approval Letter, send an amendment letter to the Applicant; or
 - ii. if the Grant Agreement is an Executed Agreement, enter into an amending agreement with the Applicant.

5.2 The Minister is not required to approve any proposed amendment to a Grant Agreement.

5.3 Prior to the Applicant receiving an amendment letter from the Minister or entering into an amending agreement with the Minister, any expenses incurred by the Applicant that are not described in the Grant Agreement are incurred by the Applicant at the Applicant's own risk as they may not be approved or funded by the Minister

6 Funding Levels

- 6.1 The Program provides grants on a reimbursement basis to cover Eligible Expenses for Approved Project(s) for Landowner Applicants under an Approved Group Proposal during the Project Term.
- 6.2 Some Eligible Projects may have **set rates** or **item maximums**, as stated in the Funding List. These set rates and item maximums are subject to change at the sole discretion of the Minister.
- 6.3 The total amount of funding from federal, provincial and municipal governments must not exceed 100% of the Eligible Expenses incurred by the Landowner Applicant in completing the Approved Project(s). The amount of the grant shall be adjusted so that the Minister's funding for Eligible Expenses does not exceed 100% of these expenses.

6.4 Subject to funding constraints:

- (a) Landowner Applicants who are Active Producers are eligible for funding under the Program from Growing Forward 2 funding; and
- (b) Landowner Applicants who are not Active Producers, as well as Landowner Applicants who are Active Producers if there is no Growing Forward 2 funding available, are eligible for funding under the Program from Alberta Environment and Parks.

6.5 In the event that federal or provincial 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.

7. Grant Payments

7.1 Grant payments will be made on a reimbursement basis based on Eligible Expenses incurred and claimed by the Landowner Applicant and approved by the Minister for Approved Projects completed pursuant to the Grant Agreement during the Project Term.

7.2 The only Eligible Expenses for which the Landowner Applicant may make a claim for reimbursement are the Eligible Expenses listed in the Grant Agreement which are directly incurred by the Landowner Applicant in completing the Approved Projects during the Project Term, unless otherwise authorized by the Minister.

7.3 To make a claim for reimbursement, a Landowner Applicant must submit the following:

- a) a completed Reimbursement Claim Form with copies of all documentation (e.g. invoices, receipts, cheques, calculations, proof of payment) necessary to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed; and
- b) any supplementary documentation requested by the Minister.

7.4 The determination of whether an expense incurred by the Landowner Applicant constitutes an Eligible Expense that is eligible for reimbursement is at the sole discretion of the Minister.

7.5 Eligible expenses shall be calculated based on the actual out of pocket cost to the Landowner Applicant (i.e. the cost of the Eligible Expense less any rebates, discounts, incentives, credits, or any payments from any third party, whether provided at the time of purchase or at a later date).

7.6 Approved Projects and Eligible Expenses qualify only once for payment under the Program.

7.7 The amount of the grant stated in the Grant Agreement shall be adjusted based on the Eligible Expenses claimed by the Landowner Applicant and approved by the Minister, but shall not exceed the amount stated in the Grant Agreement.

7.8 Landowner Applicants cannot assign or defer any payments under the Program.

7.9 Payments may be considered farm support payments and AGR-1 tax slips will be issued in the name of the Landowner Applicant, if applicable

7.10 The Landowner Applicant shall not return for refund any items for which that Applicant has received a payment under the Program.

7.11 With the exception of items that are permanently affixed to the Landowner Applicant's land and the Landowner Applicant sells their land, the Landowner Applicant shall not sell or trade any items for which the Landowner Applicant has received a payment under the Program for at least three years after the end of the Project Term.

8. Reporting Requirements

- 8.1 Unless otherwise specified by the Minister, the Landowner Applicant shall provide the Minister with a written Final Report for each Approved Project and a final Reimbursement Claim Form, to the Minister's satisfaction and on or before the date specified in the Approval Letter, detailing:
- a) a list of activities completed by the Landowner Applicant in relation to the Approved Project;
 - b) a financial report detailing all expenditures of the Approved Project in relation to the activities listed in the Approval Letter, the expenditures attributed to other funding sources for the Approved Project, and in-kind support from other sources; and
 - c) any other information requested by the Minister.

9. Verification

- 9.1 The Applicant must submit documentation to establish, to the satisfaction of the Minister, that the Applicant incurred and paid all of the Eligible Expenses claimed. Documents the Applicant may submit to do this include:
- a) invoices for the claimed Eligible Expenses that are in the Applicant's name;
 - b) proof of payment for the claimed Eligible Expenses.
- The Applicant must also provide any other documentation requested by the Minister that the Minister requires to be satisfied that the Applicant incurred and paid the Eligible Expenses claimed.
- 9.2 All items on an invoice submitted by the Applicant must be listed separately, and the cost for each Eligible Expense must be clearly identified.
- 9.3 If the cost of capital items (including machinery, equipment and electronic hardware) are claimed as Eligible Expenses, the make, model and serial number for each capital item must be provided on the Reimbursement Claim Form.
- 9.4 The Landowner Applicant consents to the Minister releasing any information contained in the Landowner Application, or related to it, and obtained by the Minister in the course of verifying or auditing the Landowner Application, to any other government department, agency or other body for the purposes of verifying the Landowner Application or determining the Landowner Applicant's eligibility for this Program. The Landowner Applicant expressly authorizes the Minister to obtain information from any government department, agency or other body to verify the contents of the Landowner Application and to determine the Landowner Applicant's eligibility for this Program.
- 9.5 The Landowner Applicant agrees to give the Minister access to examine their operations related to the Approved Project(s) from the date of the Approval Letter or the effective date of the Executed Agreement until six years following the end of the Project Term. The Landowner Applicant agrees to make available to the Minister all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports that are necessary for the audit and evaluation of the Approved Project(s). If the Landowner Applicant fails to provide such information within a reasonable time on reasonable notice, as determined by the Minister, the Landowner Applicant may be required to refund any payments received for the Approved Project(s) under the Program, as well as forfeit any future payments for the Approved Project(s) under the Program.

10. Inspection

- 10.1 If an Application is approved, from the date of the Approval Letter or the effective date of the Executed Agreement until three years following the end of the Project Term, the Minister is entitled, at reasonable times and upon reasonable notice to the Landowner Applicant, to attend the farming or business operation of the Landowner Applicant for the purpose of examining items pertinent to the Approved Project(s) in order to assess whether the Landowner Applicant is in compliance with the Terms and Conditions and the Grant Agreement.

- 10.2 If, following an inspection, a Landowner Applicant is required to make changes to an Approved Project, the Landowner Applicant must complete those changes to the satisfaction of AF, within the time specified by AF.
- 10.3 The Landowner Applicant shall cooperate with the Minister in the completion of any inspection of an Approved Project.

11. Non Compliance

11.1 Any one or more of the following shall constitute an event of default (“Event of Default”):

- (a) failure of the Applicant to make satisfactory progress on an Approved Project pursuant to the Grant Agreement, in the sole discretion of the Minister, during the Project Term;
- (b) failure of the Applicant to comply with any of its obligations under the Program Terms and Conditions or the Grant Agreement, in the sole discretion of the Minister;
- (c) the Applicant ceases to carry out an Approved Project during the Project Term, in the sole discretion of the Minister;
- (d) the Applicant becomes insolvent or ceases to carry on its operations during the Project Term; and
- (e) a resolution is passed or an application is made for winding up, dissolution, liquidation or amalgamation of the Applicant during the Project Term.

11.2 Upon the occurrence of an Event of Default:

- (a) in addition to any other remedy under the Program Terms and Conditions, the Grant Agreement, or at law, the Minister may do one or more of the following:
 - (i) withhold payments of the grant to the Applicant;
 - (ii) demand that the Applicant immediately repay to the Minister all or part of the grant. Any such amount shall be a debt due to and recoverable by the Minister;
 - (iii) terminate the grant; and
- (b) the Minister may require the Applicant to do one or more of the following, and depending on the requirement, the Applicant shall immediately:
 - (i) make no further commitments for expenditures and make no further disbursements that would be Eligible Expenses, except with the Minister’s prior written approval;
 - (ii) pay to the Minister the amount demanded pursuant to s. 11.2(a)(ii);
 - (iii) provide an accounting of the full amount of the grant with an audit report.

12. Refunds

12.1 The Landowner Applicant shall immediately refund to the Provincial Crown any payment received under the Program that is not in accordance with the Landowner Terms and Conditions or the Grant Agreement upon notice being provided to the Landowner 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 Landowner Applicant.

13. Right of Set-Off

13.1 The Landowner Applicant agrees that the Minister may set-off against any other grant or amount payable to the Landowner Applicant under any programs administered within AF any amounts that become repayable by the Landowner Applicant to the Minister under this Program.

14. False or Misleading Information

14.1 A Landowner Applicant who provides false or misleading information under this Program forgoes all rights to benefit from this Program.

15. Debts to Provincial Crown or Federal Crown

15.1 The Minister has the right to deduct from any grant approved for a Landowner Applicant any amount due and owing to the Provincial Crown or Federal Crown by the Landowner Applicant.

16. Representations and Warranties

- 16.1 By submitting an Application, the Landowner Applicant represents and warrants that:
- a) the person signing the Landowner Application is duly authorized to make the Landowner Application, bind the Landowner Applicant to the Landowner Terms and Conditions, and, in the case of a partnership, bind the partners to the Landowner Terms and Conditions on the basis of joint and several liability;
 - b) no Landowner Application has been made for the same activities by any other person, including without limitation, a person who is not arm's 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;
 - c) it has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Landowner Application, including without limitation all sources of funding from federal, provincial and municipal governments;
 - d) it has the necessary financial resources to complete the activities listed in the Landowner Application;
 - e) no member of the House of Commons shall derive any financial advantage from the grant that would not be permitted under the *Parliament of Canada Act*;
 - f) no employee, contractor or agent of the Landowner Applicant who is not in compliance with federal conflict of interest guidelines shall derive a direct benefit from the grant;
 - g) any person lobbying, as that term is defined in the *Lobbyists Registration Act (Canada)*, on the Landowner Applicant's behalf is registered pursuant to that Act;
 - h) it 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 Landowner Applicant or of the disposition of all or substantially all the assets of the Landowner Applicant;
 - i) it has adequate human resources, experience and skills to carry out the activities described in the Landowner Application;
 - j) there is presently no action, suit, or proceeding being brought or pending or threatened against or affecting the Landowner Applicant which could result in the expropriation of any property of the Landowner Applicant, or which could affect its operations, properties, financial condition, or its ability to complete the activities described in the Landowner Application;
 - k) if activities described in the Landowner Application require authorization by an agency, the Landowner Applicant has obtained such approval prior to the commencement of the activities;
 - l) it is in compliance with all laws, orders and authorizations which relate to or affect it and is not subject to any order of any court or other tribunal affecting its operations;
 - m) it has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to make the Landowner Application, and to perform its obligations pursuant to the Landowner Application and these Landowner Terms and Conditions; and
 - n) the execution of the Landowner Applicant Declaration in the Landowner Application has been duly and validly authorized by the Landowner Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Landowner Applicant.

17. Changes to the Program, Landowner Terms and Conditions or Funding List

- 17.1 The Minister may change or terminate the Program, or revise the Landowner Terms and Conditions and/or Funding List, by posting the revised Landowner Terms and Conditions and/or Funding List on the Alberta Growing Forward 2 website.
- 17.2 A Landowner Application shall be administered by, and the grant provided by the Minister to the Landowner Applicant shall be governed by, the Landowner Terms and Conditions and Funding List that were posted on the Alberta Growing Forward 2 website as of the date that the Landowner Application was received.

18. Grant Regulation and Disclosure of Grant Recipient Information

- 18.1 Payments under this Program are subject to the Agriculture and Rural Development Grant Regulation. The Landowner Applicant acknowledges that, in addition to complying with these Landowner Terms and

Conditions, the Landowner Applicant must also comply with the Agriculture and Rural Development Grant Regulation, as may be amended.

- 18.2 The Landowner Applicant acknowledges that AF publicly discloses the following information for all grant recipients: the grant recipient name, the amount of the grant, the program the grant is paid under and the payment date.

19. Ministerial Discretion

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