



Lakeland Industry and Community Association  
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## **Riparian Fencing and Off-Site Watering System Livestock Producer Partnership Terms and Conditions**

### **1.0 CONTEXT**

LICA-Environmental Stewards is a non-profit organization with a focus on community environmental stewardship in the Lakeland region.

LICA is offering financial assistance through the Watershed Resiliency and Restoration Program Grant for the installation of riparian fencing and off-site watering systems to help livestock producers exclude livestock access to riparian areas.

Riparian areas are the transitional zone between water and upland and protect ecosystem health by helping to prevent droughts, floods, erosion, and unwanted substances entry to waterbodies. Excluding livestock access to natural waterbodies protects riparian areas and benefits herd health by keeping hooves drier and promoting the use of more pristine water sources.

Considering the amount of funding available, Application Forms will be considered for approval on a first-come, first-serve basis. Completion of an Application Form does not guarantee that the Applicant will receive payment.

### **2.0 ELIGIBILITY**

#### **2.1 Eligible Applicants:**

Are actively participating in and responsible for the day-to-day management and operating costs for work on the farm. The individual or group has control of the farm assets, either by holding title to the assets or having a rental/lease agreement with the person holding title. Proof of title will be required upon submission of the Application Form.

#### **2.2 Ineligible Applicants:**

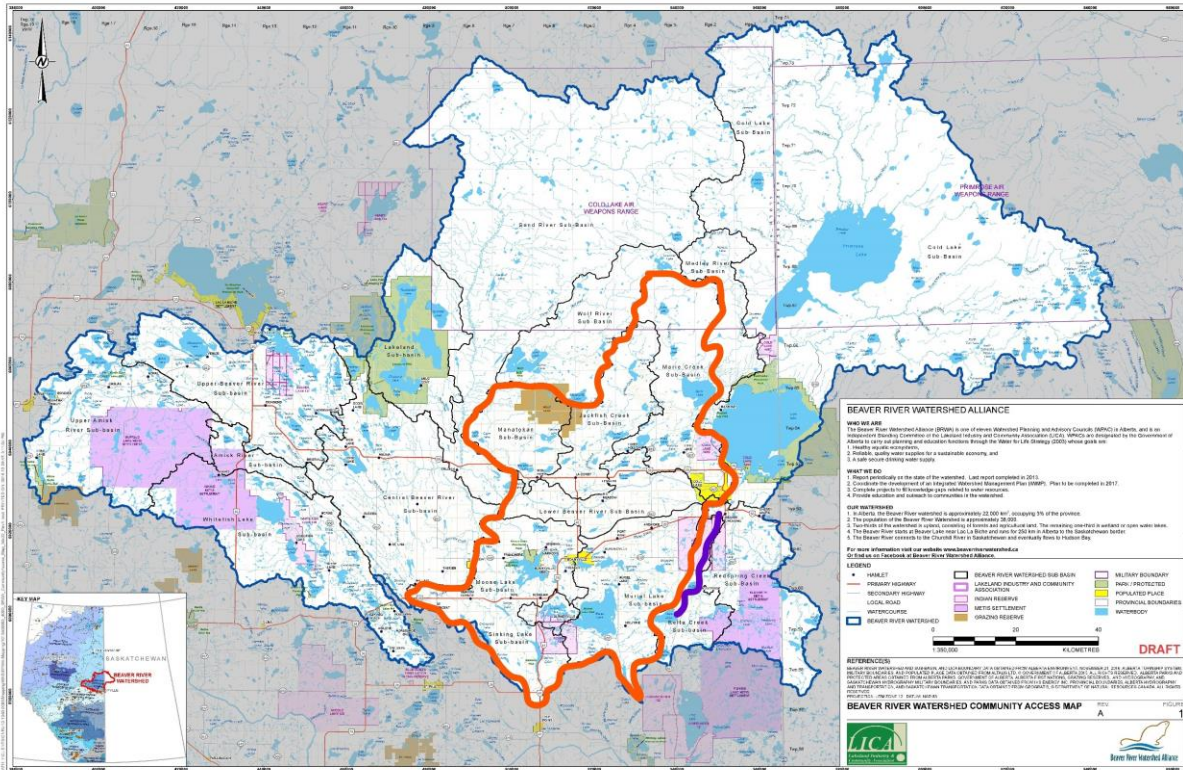
- a) A landlord whose only interest is in the ownership of the land
- b) An organization funded in whole or in part by the government
- c) An individual who rents/leases the land that does not have permission from title holder for the project.

#### **2.3 Eligible Lands:**

- a) Must be in the Alberta portion of the Beaver River watershed (see map)

- i. Preference will be given to lands located in the Jackfish-Muriel Creeks watershed (orange outline on map) and/or Reita Creek (purple line on map)
- b) Must be actively farmed by the Applicant at the time the Project is completed
- c) Private land
- d) Crown land

**Note:** Producers are responsible for acquiring any permits required for work on Crown land and any expectations connected to those permits.



**2.4 Eligible Projects:**

- a) Must be completed in **2021**
- b) Prevent livestock access to a **natural** waterbody
- c) Prevent **year-round** livestock access to the riparian area
- d) Be associated with an Alberta Environmental Farm Plan
- e) Include a map outlining the Project proposal
- f) The fence must:
  - i. Be placed **at least** 30 meters from the streambank
  - ii. Be constructed so the bottom wire is higher than 16” and the top is lower than 60” to allow free passage of wildlife

**Note:** cross-fences are acceptable as part of this Project if they help exclude livestock access to a natural waterbody

- g) The off-site watering system location must:
  - i. Be placed **at least** 30 meters from the streambank (excluding the intake pipe)
  - ii. Prevent overland runoff from entering the waterway (e.g. a hill or berm separates the waterer from the stream)
  - iii. Avoid an overland flood plain
- h) Be commenced after the Applicant obtains all appropriate approvals and/or authorizations

### **2.5 Ineligible Projects:**

- a) Prevent livestock access to a human-constructed waterbody
- b) Water hauling or temporary piping costs
- c) Repair, maintenance, or replacement of existing equipment
- d) Water treatment equipment or supplies for domestic use
- e) Other Projects not conforming to the above-mentioned criteria

### **2.6 Eligible Costs:**

- a) Must be clearly identified on the Application Form for the proposed Project.
- b) Must be incurred by the Applicant **after** the Application Form is approved by LICA.
- c) Must be at competitive prices that are no greater than fair market value. The Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended.
- d) If LICA considers the amount of any Eligible Cost claimed by the Applicant to be unreasonable, LICA reserves the right to adjust the amount reimbursed to an amount considered reasonable.

### **2.7 Ineligible Costs:**

- a) Cost incurred prior to LICA's approval of the Application

## **3.0 APPLICATIONS**

To be considered for funding, an Applicant must submit the following:

- a) A completed and signed Application Form received by LICA by **April 25, 2021**.
- b) A copy of the Alberta Environmental Farm Plan letter of completion or certificate.
- c) Proof of titleship for the land proposed in the Project.
- d) Written landowner approval for the completion of the Project, if applicant is renting/leasing on private land.
- e) Crown approval(s) required for the completion of the Project if located on Crown land.
- f) A sum of In-Kind contributions to the project.

LICA may reject any Application Form that is inaccurate, ineligible or incomplete.

#### 4.0 FUNDING

- a) LICA will fund 50% of Eligible Costs identified on submitted invoices and receipts up to a maximum of \$54,450 CAD per Applicant.
- b) The Applicant acknowledges that the funding will not be sufficient to cover the entire cost of the Project, and that the Applicant shall be solely responsible for raising funds from other sources to complete the Project.
- c) To make a claim for payment, the Applicant must submit invoices, receipts, and all other necessary documentation equal to the sum of Eligible Costs claimed to LICA prior to **December 31, 2021**.
  - i. All receipts and invoices **must** be under the name provided in the 'Applicant Name' section of the Application Form.
- d) Eligible Costs shall be calculated based on the actual out of pocket cost to the Applicant (i.e. total difference of the Eligible Cost less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- e) The Applicant cannot assign or defer any payments under this Program.
- f) The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.
- g) With the exception of items that are permanently affixed to the Applicant's land and the Applicant sells their land, the Applicant shall not sell or trade any items for which the Applicant has received a payment under the Program for at least three years after the date the payment is received.
- h) Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Costs claimed by the Applicant and paid under the Program. The amount of the grant shall be adjusted so that the total government funding for Eligible Costs does not exceed 100% of these costs.

#### 5.0 INSPECTION

- a) The Applicant will provide photo documentation of Project progress if requested by LICA.
- b) The Applicant will grant LICA permission to visit the Project area before, during, and after Project completion (until December 31, 2022) to verify progress. LICA will make arrangements with the Applicant before visiting the Project area.
- c) All items on an invoice submitted by the Applicant should be listed separately, and the cost for each Eligible Costs must be clearly identified.

#### 6.0 EVALUATING PROJECT SUCCESS

If requested, the Applicant agrees to permit LICA or a contracted representative of LICA access to the Project area to conduct riparian assessment(s) and photo documentation to monitor Project success overtime.

#### 7.0 NON-COMPLIANCE

7.1 If, after making a payment under the Program, LICA determines that:

- a) An Applicant is not eligible under the Program;
- b) A cost is not an Eligible Cost;

- c) An Applicant has contravened any of these Program Terms and Conditions; or
- d) An Applicant received a payment under the Program not in accordance with the Program Terms and Conditions, then

LICA shall notify the Applicant in writing and the Applicant must refund to LICA any requested payments within 30 days of the notice.

## **8.0 FALSE OR MISLEADING INFORMATION**

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

## **9.0 REPRESENTATION AND WARRANTIES**

By submitting an Application Form, the Applicant represents and warrants that:

- a) The Applicant is an eligible applicant pursuant to s. 2.1 of the Program Terms and Conditions;
- b) The person signing the Application Form is duly authorized to submit the Application Form, 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 liabilities;
- c) No Application Form has been submitted for the same Projects 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;
- d) It has made full, true and plain disclosure to LICA of all facts relating to the Projects that are material to its Application Form;
- e) It has the necessary financial resources to complete the Projects listed in the Application Form;
- f) It is not aware of any discussions to affect 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;
- g) 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 Projects described in the Application Form;
- h) If Projects described in the Application Form require authorization by an agency, the Applicant has obtained such approval prior to the commencement of the Projects;
- i) 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;
- j) It has the power and authority and all necessary licenses and permits to own and operate its properties and carry on its operations, to submit the Application Form, and to perform its obligations pursuant to the Application Form and these Program Terms and Conditions; and
- k) The execution of the Statement of Certification in the Application Form has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

## **10.0 DISCLOSURE OF GRANT RECIPIENT INFORMATION**

The Applicant acknowledges that LICA will disclose the following information as part of its reporting obligations under the Watershed Resiliency and Restoration Program: successful Applicants' names, the amount paid to each recipient, and the payment date.