

Vermilion River Watershed Restoration & Enhancement Project

Schedule B: Terms and Conditions

1. Purpose

The purpose of the Vermilion River Watershed Restoration & Enhancement Project (VRWREP) is to provide financial support to private land owners within the Vermilion River watershed for project(s) that restore and/or enhance degraded wetlands and/or riparian areas on their lands.

2. Amendments to the Project Agreement

- 2.1. In the event that the funding levels from any of the grant sources for the VRWREP are reduced or eliminated, the Executive Director of the North Saskatchewan Watershed Alliance (NSWA) may, at his absolute discretion, cancel or reduce the amount of funding for the Project.
- 2.2. If the Applicant wishes to amend the Project Agreement, they must do so by making a request in writing to the Executive Director who shall have absolute discretion to accept or reject any such request.

3. Funding

- 3.1. The Applicant acknowledges that VRWREP 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.
- 3.2. 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.

4. Timelines

- 4.1. If the Applicant's progress on a Project is not to the satisfaction of the Executive Director, he may amend or terminate the Project and the funding.

5. Reporting Requirements

- 5.1. 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:
 - 5.1.1. A list of activities completed by the Applicant;
 - 5.1.2. 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.

6. VRWREP Funding Payments

- 6.1. Reimbursement for eligible expenses shall be as approved by the Executive Director, who shall have absolute discretion to approve or deny reimbursement of any claimed expense.
- 6.2. To be eligible for reimbursement, an Applicant must:

- 6.2.1. Complete the Project to the satisfaction of the Executive Director within the time limits set out in the approval; and
- 6.2.2. Submit the completed Reimbursement Claim Form with all **original** invoices, receipts, timesheets or other supporting document necessary to establish to the satisfaction of the Executive Director the nature and amount of each expense claimed.
- 6.3. 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.
- 6.4. The Applicant shall not return or refund any items purchased with funding from the VRWREP.
- 6.5. The Applicant shall not sell or trade any item purchased with funding from the VRWREP for at least five years after completion of the project.

7. Verification

- 7.1. 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.
- 7.2. The Applicant expressly authorizes NSWA 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.

8. Inspection, site assessments and access

- 8.1. 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:
 - 8.1.1. Inspection by NSWA staff and/or representatives of any of the three grant funders of the VRWREP;
 - 8.1.2. Pre- and post- restoration site assessments;
 - 8.1.3. The communications consultant hired by the NSWA, or NSWA staff for the purpose of recording observations of the Restoration Sites through writing, photography, video-taping, and similar means of recording observations.

9. Additional Powers of the Executive Director

- 9.1. If the Executive Director determines that an Applicant has not received proper permits, licenses or authorizations prior to commencing an Approved Project, the Executive Director may amend or terminate the Approved Project and decline any reimbursement of expenses.
- 9.2. If an Applicant breaches any provision of these VRWREP Terms and Conditions or the Project Agreement, the Executive Director may do any or all of the following:
 - 9.2.1. Withhold payments of funding to the Applicant;

- 9.2.2. Cancel the entire balance of funding for the Approved Project; or
- 9.2.3. Demand that within 14 days the Applicant repay to the NSW the full amount of funding paid.

10. Refunds

The Applicant shall immediately refund to the NSW any payment received under the VRWREP that is not in accordance with the VRWREP Terms and Conditions upon notice provided to the Applicant by the Executive Director.

11. Representations and Warranties

11.1. The Applicant represents and warrants that:

- 11.1.1. No application has been made for the same activities on the same Restoration Site by any other person than the Applicant;
- 11.1.2. 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;
- 11.1.3. No member of the House of Commons shall derive any financial advantage from the VRWREP funding that would not be permitted under the Parliament of Canada Act;
- 11.1.4. No employee, contractor or agent of the Applicant who is not in compliance with federal conflict of interest guidelines shall derive a direct benefit from the VRWREP funding;
- 11.1.5. Any person lobbying, as that term is defined in the Lobbyists Registration Act (Canada), on the Applicant's behalf is registered pursuant to that Act;
- 11.1.6. 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;
- 11.1.7. The Applicant has adequate human resources, experience and skills to carry out the activities described in the Application;
- 11.1.8. 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;
- 11.1.9. If activities described in the Application require authorization by any governmental authority, the Applicant has obtained such approval;
- 11.1.10. 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;

