

Farm Health and Safety Producer Grant Program Terms and Conditions

1.0 PURPOSE

The Farm Health and Safety Producer Grant Program is designed to assist Alberta farmers and ranchers to implement health and safety practices and procedures that align with Occupational Health and Safety Legislation and make their work sites safe for their workers, their families and themselves

There is limited funding under the Program each Fiscal Year. Applications completed to the satisfaction of the Minister will be considered for approval on a first-come, first-served basis, subject to Program eligibility criteria and funding constraints. Submission of a completed Application does not guarantee that the Applicant will receive a payment under the Program.

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

- 2.1 AF:** means Alberta Agriculture and Forestry.
- 2.2 Applicant:** means the legal entity that submits an Application, and meets the eligibility criteria in section 3.1.1.
- 2.3 Application:** means the Program application form, and all documents required to be submitted pursuant to that form and the Program Terms and Conditions.
- 2.4 Eligible Expense:** means an expense that is eligible for payment under this Program, as described in s. 3.5.1.
- 2.5 Fiscal Year:** means the 12-month period beginning April 1 of any year and ending March 31 of the following year.
- 2.6 Funding List:** means the Farm Health and Safety Producer Grant Program Funding List.
- 2.7 Minister:** means the Minister of AF and his authorized representative(s).
- 2.8 Occupational Health and Safety Legislation:** means the Alberta Occupational Health and Safety Act, Occupational Health and Safety Regulation, and Occupational Health and Safety Code.
- 2.9 Program:** means the Farm Health and Safety Producer Grant Program.
- 2.10 Program Term:** means the time period for the Program, being January 1, 2018 to March 1, 2021.
- 2.11 Program Terms and Conditions:** means the terms and conditions for the Program set out in this document, as may be amended.
- 2.12 Project:** means the activities from the Funding List which are identified in the Applicant's Application.
- 2.13 Provincial Crown:** means Her Majesty the Queen in the Right of Alberta.

2.14 Statement of Certification: means the statement of certification in the Program application form.

2.15 WCB: means the Alberta Workers Compensation Board.

3.0 ELIGIBILITY

3.1 Eligible Applicants

3.1.1 To be eligible to apply to the Program, an entity must:

- a) be an individual or a registered entity operating in Alberta 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; and
- b) have a WCB clearance letter that indicates the Applicant is in good standing and which is dated within 90 days of the date stated on the Application.

3.2 Ineligible Applicants

3.2.1 The following entities are not eligible to apply to the Program:

- a) a landlord whose only interest in the crop or livestock is that of ownership of the land.
- b) agribusinesses offering custom services, consulting services or general services to agricultural clients (includes commercial applicators);
- c) grazing reserves;
- d) research stations;
- e) universities;
- f) other organizations funded in whole or in part by the government;
- g) agri-food processors;
- h) greenhouses, mushroom farms, nurseries, or sod farms;
- i) landscaping operations; and
- j) any other person deemed by the Minister to be ineligible.

3.3 Eligible Activities (must be approved by the Minister)

3.3.1 For an activity to be eligible for funding under the Program, it must be identified in the Funding List, and meet the applicable requirements stated in the Funding List.

3.3.2 All equipment purchased under the Program must be used in an Applicant's agricultural operation.

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.

3.3.4 Acceptance of an Application under the Program creates no obligations on the part of the Provincial Crown or Federal Crown to provide licenses, permits, authorizations, 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) training, equipment, and services not specific to farm health and safety;
 - b) routine maintenance and repair; and
 - c) any other activity deemed by the Minister to be ineligible.

3.5 Eligible Expenses (must be approved by the Minister)

- 3.5.1** Refer to the Funding List for the expenses that are eligible for funding under the Program and which may be included in an Application.
- 3.5.2** In incurring Eligible Expenses, the Applicant must follow a process that is transparent, fair, and promotes the best value for the money expended. Eligible Expenses incurred by the Applicant must be at competitive prices that are no greater than fair market value.
- 3.5.3** If the Minister, in his sole discretion, considers the amount of any Eligible Expense claimed by the Applicant to be unreasonable, the Minister may adjust the amount of that Eligible Expense to an amount the Minister considers reasonable.

3.6 Ineligible Expenses

- 3.6.1** Expenses that are not eligible for payment under the Program and which must not be included in an Application include:
- a) Goods and Services Tax (GST);
 - b) leasing costs;
 - c) conference fees;
 - d) purchasing of extended warranty;
 - e) expenses incurred prior to January 1, 2018;
 - f) travel expenses;
 - g) expenses funded under other grant programs;
 - h) installation costs, with the exception of installation costs for guarding for existing equipment or for seatbelts as identified in the Funding List;
 - i) costs incurred by the Applicant to prepare documents, process invoices, administration costs and other internal costs;
 - j) expenses incurred in transactions between individuals who are related to each other by blood, marriage, adoption, common-law relationships, or close business ties; and
 - k) any other expense deemed ineligible by the Minister.

4.0 APPLICATIONS

- 4.1** To be considered for funding under the Program, an Applicant must submit the following, to the satisfaction of the Minister:
- (a) a completed Program application form, signed by an authorized representative of the Applicant;
 - (b) detailed invoices/receipts for all Eligible Expenses claimed, and which itemize expenses and quantities purchased;
 - (c) a WCB clearance letter that indicates the Applicant is in good standing and which is dated within 90 days of the date stated on the Application; and
 - (d) any other information requested by the Minister.
- 4.2** The deadline to submit an Application to be considered for funding under the Program is stated on the Program website.

- 4.3 Applications must be delivered, by mail or personal delivery, to:

**Alberta Agriculture and Forestry
Program Delivery Section
Farm Health and Safety Producer Grant Program
#301 – 7000-113 Street NW
Edmonton, Alberta T6H 5T6**

Or by email FarmSafetyProducerGrant@gov.ab.ca. Applications delivered by email must be PDF scans of signed originals; electronic signatures are not acceptable.

- 4.4 An Applicant may submit a maximum of two Applications to the Program in each Fiscal Year of the Program Term.
- 4.5 The Minister will not accept an Application for which the total grant request is less than \$500.
- 4.6 The Minister may reject any Application that is inaccurate, incomplete or ineligible in the sole discretion of the Minister.
- 4.7 No Applicant may add claims for Eligible Expenses after an Application has been submitted.
- 4.8 Applications must be signed by or on behalf of a properly authorized representative. The Minister may require evidence of authorization. Designates are not permitted to sign Applications unless they have Power of Attorney (submitted with the Application). Either executors or administrators can sign on behalf of estates.
- 4.9 An Application will not be considered complete unless the Statement of Certification is signed.
- 4.10 Submission of an Application does not entitle an Applicant to a grant under the Program.

5 FUNDING LEVELS

- 5.1 There is limited funding available under the Program in each Fiscal Year. Applications will be considered for approval on a first-come, first-served basis, subject to Program eligibility criteria and funding constraints. Submission of a completed Application does not guarantee that an Applicant will receive funding under the Program.
- 5.2 The Program provides grants on a cost-shared basis to cover 50% of approved Eligible Expenses incurred by an Applicant for approved Projects up to the following maximums:
(a) \$5,000 per Applicant in each Fiscal Year; and
(b) \$10,000 per Applicant over the Program Term.
- 5.3 Funding received through other federal, provincial and municipal governments cannot exceed 100% of the Eligible Expenses 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 Expenses does not exceed 100% of these expenses.
- 5.4 In the event that 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 PAYMENTS

- 6.1** To make a claim for payment under the Program, the Applicant must submit the completed Application, invoices, receipts, and all other documentation necessary to establish, to the satisfaction of the Minister, the nature and amount of the Eligible Expenses claimed, and that the Applicant completed the Project.
- 6.2** The determination of whether an expense incurred by the Applicant constitutes an Eligible Expense that is eligible for reimbursement is at the sole discretion of the Minister.
- 6.3** Eligible Expenses shall be calculated based on the actual out-of-pocket cost to the Applicant (i.e. cost of the Eligible Expense less any rebates, discounts, incentives and/or credits, whether provided at the time of purchase or at a later date).
- 6.4** Eligible Expenses and Projects qualify only once for payment under the Program.
- 6.5** Applicants cannot assign or defer any payment under this Program.
- 6.6** Payments may be considered farm support payments, and AGR-1 tax slips will be issued in the name of the Applicant, if applicable.
- 6.7** The Applicant shall not return for refund any items for which the Applicant has received a payment under the Program.
- 6.8** With the exception of:
 - a) items that are permanently affixed to the Applicant's land and the Applicant sells their land; and
 - b) equipment with new or retrofitted guarding attached,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 their Application is submitted.

7 SURVEY

- 7.1** If required by the Minister at any time during the Program Term and in the year following the Program Term, an Applicant who receives a grant under the Program shall complete an evaluation survey, to the Minister's satisfaction, and submit the survey by the date specified by the Minister.

8 INSPECTION

- 8.1** For three years following the date the Application is submitted, the Minister is entitled, at reasonable times and upon reasonable notice to an Applicant who receives a Grant under the Program, to attend the farming or business operation of the Applicant for the purpose of examining items pertinent to the Project in order to assess whether the Applicant is in compliance with the Program Terms and Conditions.

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 provide 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 all 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** 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 the Application, to any other government department, agency or other body for the purposes of verifying the Application, determining the Applicant's eligibility for the Program, or both. 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.
- 9.4** The Applicant agrees to give the Minister and representatives of the Minister access to examine their operation for six years following the date the Applicant submitted their Application. The Applicant agrees to make available to the Minister all records, books of account, income tax returns, invoices, databases, and audit and evaluation reports in relation to the Project that are necessary for the audit and evaluation of the Project. If the Applicant fails to provide such information 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.
- 9.5** The Applicant agrees to cooperate with the Minister in the completion of any audit, evaluation, or inspection of the Project or of the grant.

10 NON-COMPLIANCE

- 10.1** If, after making a payment under the Program, the Minister determines that:
- a) an Applicant is not eligible under the Program;
 - b) an expense claimed by the Applicant is not an Eligible Expense;
 - c) an Applicant has contravened any of the Program Terms and Conditions; or
 - d) an Applicant received a payment under the Program not in accordance with the Program Terms and Conditions,
- then the Minister shall notify the Applicant in writing, and the Applicant must refund to the Minister any payments demanded by the Minister. Payment is due within 30 days of the date notice is provided by the Minister. Failure to make the payment demanded by the Minister creates a debt owing to the Provincial Crown which may be set off against any money the Provincial Crown owes to the Applicant.

11 COMMUNICATIONS

- 11.1** The Applicant shall not make any public announcement or issue any press release regarding the grant, or activities under the Program, except in consultation with the Minister and with the approval of the Minister as to the content of the announcement or press release, which approval shall not be unreasonably withheld.
- 11.2** The Applicant acknowledges that information and records maintained by the Minister relating to the Grant Agreement are subject to the *Freedom of Information and Protection of Privacy Act* (Alberta). This Act allows any person a right of access to records in the custody or under the control of a public body, subject to limited and specified exceptions.

12 REFUNDS

- 12.1** The Applicant shall immediately refund to the Provincial Crown any payment received under the Program not in accordance with the Program Terms and Conditions upon notice 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.

13 RIGHT OF SET-OFF

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

14 FALSE OR MISLEADING INFORMATION

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

15 DEBTS TO PROVINCIAL CROWN

- 15.1** The Minister has the right to deduct from any grant approved for an Applicant any amount due and owing to the Provincial Crown by the Applicant.

16 REPRESENTATIONS AND WARRANTIES

- 16.1** By submitting an Application, the Applicant represents and warrants that:
- a) the Applicant is an eligible applicant pursuant to s. 3.1.1 the Program Terms and Conditions;
 - b) the person signing the Application is duly authorized to make the Application to the Program on behalf of the Applicant;
 - c) no Application has been made for the same activities 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) the Applicant has made full, true and plain disclosure to the Minister of all facts relating to the activities that are material to its Application, including without limitation all sources of funding from federal, provincial and municipal governments;
 - e) the Applicant has the necessary financial resources to complete the activities listed in the Application;
 - f) 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;
 - 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 activities described in the Application;
 - h) if activities described in the Application required authorization by an agency, the Applicant obtained such approval prior to the commencement of the activities;
 - i) 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 the Applicant's operations;

- j) the Applicant 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 Application, and to completed the activities described in the Application; and
- k) the execution of the Statement of Certification has been duly and validly authorized by the Applicant in accordance with applicable law, and shall constitute a binding legal obligation of the Applicant.

17 GRANT REGULATION AND DISCLOSURE OF GRANT RECIPIENT INFORMATION

- 17.1** Payments under this Program are grants subject to the Agriculture and Rural Development Grant Regulation. The Applicant acknowledges that, in addition to complying with the Grant Agreement, the Applicant must comply with the Agriculture and Rural Development Grant Regulation.
- 17.2** The Applicant acknowledges and agrees 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.

18 CHANGE TO THE PROGRAM OR PROGRAM TERMS AND CONDITIONS

- 18.1** The Minister may change or terminate the Program at any time without notice. If the Minister changes the Program, the revised Program Terms and Conditions will be posted on the Program website.

19 MINISTERIAL DISCRETION

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