

COMMUNITY FIREGUARD PROGRAM PROGRAM OUTLINE (DRAFT)

1. DEFINITIONS

- (a) **“Agreement”** means the grant agreement between FRIAA and the Department made in respect of the Program, as may be amended from time to time;
- (b) **“Applicant”** means an applicant to FRIAA who applies for Funds under the Program by submitting an Application;
- (c) **“Application”** means a Proposal submitted in response to a request for proposal;
- (d) **“Approval”** means the written approval of a Proposal issued by FRIAA, including any additional terms set by FRIAA to implement an approved Proposal;
- (e) **“Approved Applicant”** means an Applicant whose Proposal has received Approval;
- (f) **“Board”** means the Board of Directors of FRIAA;
- (g) **“Community”** means a city, town, village, summer village, municipal district, specialized municipality or improvement district within the meaning of the *Municipal Government Act*, a special area within the meaning of the *Special Areas Act*, a settlement as defined in the *Metis Settlements Act* or an Indian reserve as defined in the *Municipal Government Act*;
- (h) **“Expert Panel”** means the expert panel established by the Board and contemplated in the Agreement;
- (i) **“Department”** means the Minister of Alberta Forestry and Parks and any duly authorized representative of the Minister;
- (j) **“Eligible Activity”** means activities that meet the purposes of the Program and are not the responsibility of a timber disposition holder and includes, but is not limited to, the following summary of categories:
 - (i) Planning (e.g. design, technical review, mapping, ground truthing, permitting, consultation);
 - (ii) Vegetation/Fuel Management (e.g. complete vegetation removal in the construction of fireguards/fuel breaks including maintenance activities such as agricultural grazing);
 - (iii) Public education (e.g. increased awareness regarding wildfire threat and application of FireSmart principals);
 - (iv) Inter-agency cooperation and cross-training;

- (v) Legislation and planning (e.g. review provincial and municipal legislation, land-use bylaws and plans):
- (vi) such other activities as may from time to time be agreed to in writing by the Department and FRIAA;
- (k) **“FRIAA”** means the Forest Resource Improvement Association of Alberta;
- (l) **“Funds”** means the funds that FRIAA has received under the Agreement that are available for Projects;
- (m) **“Member”** means a member of FRIAA;
- (n) **“Program”** means the Community Fireguard Program as may be amended from time to time;
- (o) **“Project”** means a Proposal that has received Approval under the Program which must be completed, including reporting and audit requirements, within two years of the date of the Approval; and
- (p) **“Proposal”** means a detailed plan involving one or more Eligible Activities which is specific in nature, outlining the Eligible Activities being considered for Approval under the Program.

2. PROGRAM PURPOSE

The purpose of the Program is to support the Provincial FireSmart Program initiative by funding the construction of community fireguards that provide for enhanced public safety and improved protection of at-risk communities.

3. REVIEW AND APPROVAL OF APPLICATIONS

- (a) An Applicant may submit an Application to FRIAA in accordance with this Program and the policies and objectives of FRIAA.
- (b) FRIAA shall evaluate an Application using the following criteria and requirements:
 - (i) the proposed project must consist of one or more Eligible Activities;
 - (ii) the expenses set out in the Application must be reasonable in all the circumstances and must not exceed the fair market value of the goods and services being provided;
 - (iii) the proposed project must not be contrary to the objects of FRIAA, FRIAA’s Bylaws or the provisions of relevant regulations or legislation;
 - (iv) the proposed project must not have a significant adverse impact on other forest resources or the environment as a whole;
 - (v) the Applicant must agree to carry out the Project in an environmentally

responsible manner;

- (vi) an Application must demonstrate that the Applicant is able to complete the proposed project economically and efficiently, and in so determining, the Expert Panel may take into consideration the Applicant's proximity to the location of the proposed project, the Applicant's experience in performing such projects, the availability of resources to the Applicant, and whether the Applicant has in the past complied with applicable regulations and legislation;
 - (vii) an Application must be made in writing and submitted by a Community or other organizations or groups mutually agreed to by the Department and FRIAA;
 - (viii) all matters of the administration of and accountability for a Project shall be the sole responsibility of the Applicant;
 - (ix) notwithstanding paragraph 3(b)(viii), where the Applicant consists of more than one entity, each of them shall be jointly and severally responsible and accountable for ensuring the Project is completed in accordance with the terms of and in accordance with the Approval;
 - (x) a Proposal must include such permits, licences and authorizations or an indication in writing from the Department or other appropriate government organization that such permits, licences and authorizations shall be granted as may be required to undertake the Eligible Activities; and
 - (xi) a Proposal must include the Applicant's written acknowledgment that in the event that there are two or more employers involved in work at the work site at the same time, the Applicant shall be the "prime contractor" as defined in the *Occupational Health and Safety Act* SA 2020, c.O-2.2, and will comply with such Act and all regulations enacted thereunder.
- (c) Spatial data for vegetation/fuel management activities (planned and actual) must be submitted to FRIAA in an acceptable format.
 - (d) Where an Application includes work that is, in the opinion of FRIAA, the responsibility of a timber disposition holder, only that portion of the proposed project that is not the responsibility of a timber disposition holder may be eligible for funding under the Program.
 - (e) FRIAA shall not consider any Application that, in its reasonable opinion and having regard to all the circumstances, has the effect of offsetting or reducing the export fees specified under the Softwood Lumber Agreement between the Government of Canada and the Government of the United States, and will therefore require all Applications to comply with FRIAA's objectives, policies, the Program purpose, and the criteria set out in paragraph 3(b).

- (f) Notwithstanding any other term or condition of the Program or this Program Outline, Approvals shall be limited by the availability of Funds as determined by FRIAA in its sole discretion.
- (g) Where FRIAA accepts a Proposal, an Approval shall be prepared and forwarded by FRIAA to the Approved Applicant for execution outlining the terms and conditions to implement the Proposal, one of which being that the Approved Applicant covenants and agrees to carry out the Project to completion.
- (h) The Approval shall address:
 - (i) the total maximum amount payable under the Approval,
 - (ii) a schedule of reasonable and justifiable payments under the Approval,
 - (iii) the terms and conditions of the Proposal,
 - (iv) any other terms and conditions required by FRIAA, and
 - (v) any other conditions that are necessary to carry out the Project, including audit procedures and reporting requirements.

4. USE OF FUNDS

- (a) Any amounts payable under an Approval shall be used exclusively by an Approved Applicant for a Project in accordance with the Approval.
- (b) If the Funds are used for any purpose other than as described in paragraphs 3(a) and 3(b) by the Approved Applicant, FRIAA may immediately terminate the Approval with the Approved Applicant and demand the immediate return of any Funds paid or payable in respect of the Approval and the Project.
- (c) All Funds will be advanced or paid by FRIAA as reimbursement for expenses already incurred and paid for by the Approved Applicant. Where a payment is otherwise made by FRIAA prior to the expense being incurred or prior to the completion of a Project in accordance with its approved terms and conditions, the payment shall be an advance and shall be held in trust by the Approved Applicant until completion of the Project, or returned to FRIAA immediately upon request.
- (d) All Funds advanced prior to the completion of the Project are deemed to be held in trust by the Approved Applicant until FRIAA has acknowledged in writing to the Approved Applicant that the Project is completed in accordance with the terms of the Approval.
- (e) All Funds advanced prior to the completion of a Project in accordance with the Project shall be returned to FRIAA if:
 - (i) the Project is terminated by FRIAA;

- (ii) the requirement of paragraph 4(c) is not satisfied; or
- (iii) as may be provided by the Program or the terms of the Proposal or the terms and conditions of the Approval.

5. REPORTING AND AUDIT REQUIREMENTS

- (a) An Approved Applicant shall provide any information whatsoever that FRIAA requests respecting any Proposal, Project or request for Funds, and this provision shall be a requirement of the Approval. This information may be required to be provided in a form prescribed by FRIAA from time to time and, without limiting the generality of the foregoing, any and all information necessary or desirable for FRIAA to comply with its reporting requirements in the manner and time specified in the Agreement.
- (b) At any time FRIAA may request and an Approved Applicant shall promptly provide to FRIAA:
 - (i) a report from an independent, qualified accountant, in accordance with the *Canadian Institute of Chartered Accountants' Handbook*;
 - (ii) an audit, or prompt, complete responses to audit inquiries or requests;
 - (iii) financial reports co-ordinated to FRIAA's fiscal year end for each Project detailing how much has been spent for the specific Project and how much remains by approved cost categories;
 - (iv) the submission of technical reports for each Project, co-ordinated to the Approved Applicant's fiscal year end for each Project summarizing the Eligible Activities completed and what remains to be done; and
 - (v) an end of Project technical report summarizing the results of the Project including any other information as prescribed by FRIAA from time to time required to support FRIAA's reporting requirements to the Department.
- (c) FRIAA has a right to conduct audits on Projects and may conduct sample audits and post-Project audits from time to time as may be considered appropriate or expedient at the sole discretion of FRIAA.
- (d) FRIAA has a right to have a third party on site at any time and for any length of time that FRIAA considers appropriate to ensure that quality assurance standards are met and the Project is carried out to FRIAA's satisfaction.
- (e) Approved Applicants shall maintain or cause to be maintained full, accurate and complete records of their activities conducted in furtherance of and the results achieved through the conduct of the Project for a period of the later of five (5) years following the Term of the Agreement or completion or termination of the Project and shall upon request provide such records to FRIAA.

6. ADMINISTRATION OF APPROVALS AND PROJECTS

- (a) If an Approved Applicant is in breach of or otherwise fails to perform, for any reason whatsoever, any provision or term or condition of an Approval, or is in contravention of any policy or rule of FRIAA, FRIAA may, in its sole discretion, do one or more of the following in addition to any other rights it may have at law or otherwise:
 - (i) terminate any and all agreements with the Approved Applicant;
 - (ii) demand and be entitled to receive from the Approved Applicant any and all paid, disbursed and undisbursed Funds advanced by FRIAA on account of any Project or pursuant to any Approval;
 - (iii) withdraw Approval of a Project at any stage of the Project;
 - (iv) if the Approved Applicant consists of more than one entity, where one or more of whom is a Member, suspend or cancel membership in FRIAA; or
 - (v) commence any action or take any steps that FRIAA may consider just or appropriate in the circumstances.
- (b) If an individual Approved Applicant dies prior to the completion of the Project, the estate or personal representative of such individual may, upon meeting the reasonable requirements of FRIAA, complete the Project in accordance with the Approval entered into regarding that Project.
- (c) In the event of the appointment of a trustee or receiver over the assets and affairs of an Approved Applicant, FRIAA, in its sole discretion, may allow the trustee or receiver to carry out the terms of the Approval issued prior to receivership, provided always that the receiver be obligated to the same extent and in the same manner as the Approved Applicant. Further, FRIAA may, in its sole discretion, allow Funds to be utilized by the receiver of an Approved Applicant in a manner that is in accordance with the bylaws, rules and policies of FRIAA, the Program and the Approval, as well as any applicable agreement, all as if the trustee or receiver is the original Approved Applicant.