

Lake Manitoba Financial Assistance Program

Part D - Lake Manitoba Flood Protection for Principal and Non-Principal Residences

Terms and Conditions

1. Purpose of the Program:

The purpose of the Program is to provide financial assistance for Flood Protection measures undertaken individually or cooperatively for the purpose of protecting Principal and Non-Principal Residences in the Lake Manitoba Flood Zone.

2. Definitions:

- 2.1. **“Application Form”** means the application form prescribed by the Program Administrator, that an Eligible Participant must complete to be considered for entry to the Program.
- 2.2. **“Contribution Agreement”** means that part of the Application Form that a Program Participant completes prior to commencing any Permanent Flood Protection work. Program Participants must complete the project to the Program Administrator’s satisfaction in order to have their co-payment waived under Part C of the Lake Manitoba Financial Assistance Program.
- 2.3. **“Cooperative Permanent Flood Protection Project”** means a cooperative project between two or more co-joining property owners, for the purpose of providing Flood Protection, with such cooperative effort having an associated written agreement setting out the responsibilities of the cooperating parties.
- 2.4. **“Eligible Participant”** means an individual or a group of individuals meeting the eligibility requirements as set out in Section 3.
- 2.5. **“Engineering Assessment Cost”** means the consultancy cost associated with hiring an accredited engineer who is a member of the Association of Professional Engineers and Geoscientists of the Province of Manitoba (APEGM) for the purpose of determining ways to provide Permanent Flood Protection for Principal and Non-Principal Residences in the Lake Manitoba Flood Zone.
- 2.6. **“Flood Protection Level”** means the elevation to which Permanent Flood Protection works must be constructed which is the 2011 Lake Manitoba level, with consideration for wind set-up and wave uprush as determined by Manitoba Water Stewardship.
- 2.7. **“Flood Protection”** means Permanent Flood Protection and Other Flood Mitigation Measures for Principle and Non-Principle Residences.
- 2.8. **“Lake Manitoba Flood Zone”** means the area inundated by Lake Manitoba flooding in 2011.
- 2.9. **“Minister”** means the Minister of Manitoba Agriculture, Food and Rural Initiatives.
- 2.10. **“Non-Principal Residence”** means any residential dwelling that is not a Principal Residence.
- 2.11. **“Other Flood Mitigation Measures”** means actions other than Permanent Flood Protection for the purpose of reducing flood damage to Principal Residences and Non-Principal Residences, as set out in Section 9.

- 2.12. **“Permanent Flood Protection”** means the construction of Permanent earth dikes or the moving and/or raising of Principal Residences and Non-Principal Residences by owners of such residences to provide flood protection to the Flood Protection Level, as is approved by the Program Administrator.
- 2.13. **“Principal Residence”** means a residential dwelling, including such a dwelling located on farm property, which ordinarily is permanently occupied by the owner, and which for greater certainty does not include a cottage, cabin, seasonal, or secondary residence that is only occupied on a temporary basis. An individual may only have one Principal Residence.
- 2.14. **“Program”** means the Program defined by these terms and conditions, which forms Part D of the Lake Manitoba Financial Assistance Program.
- 2.15. **“Program Administrator”** means the Manitoba Agricultural Services Corporation, with assistance from Manitoba Agriculture, Food and Rural Initiatives (MAFRI), and Manitoba Water Stewardship.
- 2.16. **“Program Participant”** means an Eligible Participant who has been accepted into the Program by the Program Administrator.

3. Eligibility:

- 3.1. To be considered as an Eligible Participant, an individual must:
- 3.1.1. be 18 years of age or older at the time of application; and
 - 3.1.2. have owned a Principal Residence or Non-Principal Residence(s) located in the Lake Manitoba Flood Zone as of May 1, 2011.
- 3.2. In the case of joint ownership of a Principal or Non-Principal Residence, the joint owners can apply, and the application will be considered as one application.
- 3.3. In the case of a Cooperative Permanent Flood Protection Project, the group of individual property owners as described in the associated agreement applies as one entity.
- 3.4. Government departments and agencies and government-funded research stations and not eligible.

4. Application:

- 4.1. An Eligible Participant is required to apply (open a file) by November 30, 2011, thereby registering for the Program with the Program Administrator.
- 4.2. All Permanent and Other Flood Mitigation Measures funded under this Program have to be completed by October 31, 2012. (Note: Permanent Flood Protection funded under Manitoba Water Stewardship’s Individual Flood Protection Initiative (IFPI) {Refer to Section 7} must be completed by December 31, 2016.
- 4.3. A designate of an Eligible Participant is not permitted to sign the Application Form unless: the delegate has a duly authorized Power of Attorney; or is the executor of the Eligible Participant’s estate as specified in the Eligible Participant’s will - with supporting documentation being submitted to the Program Administrator along with the Application Form.
- 4.4. In the case of a Cooperative Permanent Flood Protection Project, the Application Form must be signed by a properly authorized person, acting on behalf of the involved individuals, with proof of such authorization (the written and executed

agreement between the individuals) being submitted to the Program Administrator along with the Application Form.

5. Permanent Flood Protection Ownership

- 5.1. Cooperative Permanent Flood Protection Project owners must draw up an agreement that specifies each owner's responsibilities with respect to costs, repairs and ongoing maintenance of the Cooperative Permanent Flood Protection Project. The Cooperative Permanent Flood Protection Project remains the property of the owners. The owners are responsible for all associated ongoing maintenance and repairs of the works.
- 5.2. Program Participants who own individual Flood Protection works are responsible for all associated costs regarding on-going maintenance and repairs of the works, and retain the ownership of such Flood Protection works.

6. Financial Assistance:

- 6.1. Program financial assistance consists of the following components:
 - 6.1.1. Up to a maximum of \$20,000 for each Program Participant or for each property owner in a Cooperative Permanent Flood Protection Project, to be used for the purpose of paying for Permanent Flood Protection, Other Flood Mitigation Measures, or a combination thereof.
 - 6.1.2. Up to a maximum of \$2,000 for each Program Participant or for each property owner in a Cooperative Permanent Flood Protection Project, to be used for the purpose of paying for the Engineering Assessment Cost associated with Permanent Flood Protection.
 - 6.1.3. The maximum payment per Program Participant or for each property owner in a Cooperative Permanent Flood Protection Project is \$22,000.
 - 6.1.4. The Program Administrator will issue tax slips associated with financial assistance paid under the Program, as may be required by law.
 - 6.1.5. Prior to commencing Permanent Flood Protection work, the Program Administrator requires that the Program Participant enter into a Contribution Agreement.
 - 6.1.6. Amounts received or receivable from other government and non-government sources may be deducted from Program financial assistance.

7. Linkages to Other Flood Related Programs:

- 7.1. A Program Participant must successfully accomplish Permanent Flood Protection, as outlined in the Contribution Agreement and as verified by the Program Administrator, to be eligible for the waiving of the 10% co-payment under Part C of the Lake Manitoba Financial Assistance Program. For greater certainty, Other Flood Mitigation Measures do not qualify for the waiving of the 10% co-payment.
- 7.2. Financial assistance is available under the Individual Flood Protection Initiative (IFPI) administered by Manitoba Water Stewardship. Under the IFPI, the Province of Manitoba will contribute 86% of eligible project costs, up to a maximum project cost of \$40,000 for Non-Principal Residences, and up to a maximum project cost of \$100,000 for Primary Residences and farm and business buildings. A Program Participant can obtain financial assistance from the Lake Manitoba Financial Assistance Program, and also from the Individual Flood Protection Initiative, subject to the financial integration of the two programs.

7.3. The amount of financial assistance paid under this Program, excluding the Engineering Assessment Cost, will reduce on a dollar for dollar basis the Program Participant's eligibility for assistance under the Individual Flood Protection Initiative administered by Manitoba Water Stewardship.

8. Permanent Flood Protection Measures:

8.1. Eligible expenses will be determined by the sole discretion of the Program Administrator, based on reasonable actions to mitigate flood damage, including, but not limited to the following:

- 8.1.1. raising a residence in some manner, such as the use of piles, or raising onto a new or existing foundation, onto earth pads or using other approved methods;
- 8.1.2. moving residences to a location that is not flood prone and leaving a fully decommissioned site as prescribed by the municipality including
 - 8.1.2.1 decommissioning cistern and sewer/septic system, filling in basement;
- 8.1.3. raising of non-access roads which could act as flood protection dikes, if jurisdictional approval is obtained;
- 8.1.4. constructing an approved ring dike around the Residence(s);
- 8.1.5. constructing earth dikes;
- 8.1.6. terracing around a new or existing foundation of a residences which has already been raised;
- 8.1.7. construction of a Cooperative Permanent Flood Protection Project; and
- 8.1.8. construction of retaining walls (if designed by professional engineer).

8.2. Non-eligible expenses include, but are not limited to the following items:

- 8.2.1. all forms of removable flood protection (which is covered under Part C of the Lake Manitoba Financial Assistance Program) - including but not limited to sand bags, tote bags and water inflated tubes;
- 8.2.2. raising of private access roads or drive ways from a municipal road to a Principle Residence or Non-Principle Residence;
- 8.2.3. clean-up costs;
- 8.2.4. damages caused by raising or moving residences;
- 8.2.5. land taken out of use due to the construction of Flood Protection measures;
- 8.2.6. any upgrading of a residence;
- 8.2.7. wood dikes; and

8.2.8. future costs associated with maintaining or operating Flood Protection measures.

9. Other Flood Mitigation Measures:

9.1. Eligible expenses will be determined in the sole discretion of the Program Administrator, based on reasonable actions to mitigate flood damage, including such things as:

9.1.1. the site preparation and construction of rock works or other approved flood mitigation measures.

9.1.2. other activities as determined by the Program Administrator.

9.2. For a list of non-eligible expenses, refer to 8.2.

10. Verification and Declarations:

10.1. The Program Participant agrees to supply the Program Administrator with all documentation and information that is required by the Program Administrator for the purpose of administering the Program.

10.2. The Program Participant agrees that the Program Administrator and its agents will have full access to their property for the purpose of administering the Program.

10.3. The Program Participant agrees to provide the Program Administrator with access to financial and other records for the purpose of verifying through audit, any of the information and receipts submitted by the Program Participant.

10.4. The Program Participant expressly authorizes the Program Administrator to obtain information from any government department, agency or third party for the purposes of verifying Program payments or any other Program information provided by the Program Participant.

10.5. The Program Participant consents to the Program Administrator releasing any information provided or obtained to any government department, agency or third party for the purposes of auditing and evaluating the Program, verifying the application or determining the Program Participant's eligibility for the Program or other related programs.

10.6. The Program Participant agrees to disclose payments and in-kind contributions received or receivable in respect of the activities and objectives of the Program, including from the Manitoba Emergency Measures Organization.

11. Waiver of Liability:

11.1. The Program Participant acknowledges that the Province of Manitoba, and the Program Administrator, and its respective representatives are not liable to the Program Participant, or to the Program Participant's heirs, administrators and assigns for:

11.1.1. animal and personal injury (including death), property damage, or any other damage, injury, claim or loss arising out of the Program and the associated Program administration; and

11.2. The owner agrees that Manitoba, its officers, employees or agents, shall have absolutely no liability for any damages, including, but not limited to, financial cost, to the owner resulting from any construction deficiencies or failure of the flood

proofing to protect the owner`s Principal and Non-Principal Residence (both real and personal).

12. Refunds/Overpayments:

12.1. If the Program Administrator determines that, a Program Participant has received a payment in contravention of these Terms and Conditions and/or the laws of the Province of Manitoba, such payment will be considered a debt owing by the Program Participant to the Program Administrator. The Program Participant agrees to refund such payment to the Program Administrator within thirty (30) days of notice being provided. The Program Participant's failure to refund such payment by the prescribed deadline may result in the debt being set off against money owed by the Program Administrator to the Program Participant. Interest charges based on an annual interest rate of 5% will be added to any debt not repaid by the prescribed deadline.

13. False or Misleading Information:

13.1. Program applicants and Program Participants who provide false or misleading information to the Program Administrator may: forego all Program payments, be liable to repay all Program payments received, and be subject to prosecution.

14. Deducting Debts Owed:

14.1. Program payments may be deducted and applied to any debts owed by the Program Participant to the Province of Manitoba or to the Manitoba Agricultural Services Corporation.

15. Ministerial Discretion:

15.1. The Minister has the absolute discretion to determine any payments under the Program notwithstanding these Terms and Conditions.

16. Termination of the Program:

16.1. The Minister may terminate the Program at any time, without prior notice.

17. Appeals:

17.1. The Minister will establish an appeal committee to deal with objections or complaints respecting the making of, or the failure or refusal to make a payment under this Program. Appeals must be received within sixty (60) days of Program payment notification.