



Appendix F Terms and Conditions

Capital Improvement and Development Terms and Conditions

Project: _____

Project #: _____

Proponent: _____

Approved Grant Funding: _____

The following Appendices form part of the Terms and Conditions:

- Appendix B, C - Statement of Work (Presentation and Evaluation of Project/Scope)
- Appendix D - Cost Eligibility

Funding approval for the above-noted project is subject to the acceptance of the following Terms and Conditions:

1. The purpose of this document is to set out the terms and conditions agreed to by the Proponent in relation to the grant funding that the Municipality ("MOCR") provides to the Proponent to support the delivery of the Proponent's project (hereinafter referred to as the "Project"), as described in Schedule A to this document, and as per the application received by the Municipality.

TERM

2. These Terms and Conditions, herein referred to as the "Agreement", come into effect on the date of the Proponent's signature, and end on _____, unless terminated earlier in accordance with this Agreement.
3. The parties may extend the term of this Agreement by written amendment at any time.

TERMINATION

4. This Agreement may be immediately terminated by the Municipality without further liability, damage, or cost, if, in the opinion of the Municipality, the Proponent has breached or defaulted or failed to comply with any of the terms and conditions of this Agreement and has failed to remedy the same after being given 30 days notice in writing to remedy the breach, default or failure.



5. In the event of termination, any funds provided to the Proponent which remain unspent, or which were provided for a deliverable not yet provided at the date of termination or expiration of this Agreement must immediately be returned to the Municipality.
6. The Municipality may immediately terminate the Agreement if any of the following events ("Termination Events") occur, and such termination events are not cured by the Proponent within 30 days of the Municipality providing notice of the Termination event:
 - a. The Proponent has presented false or misleading information or made false representations.
 - b. The Proponent makes a material misrepresentation or omission or provides materially inaccurate information.
 - c. The Proponent's acts or omissions constitute a substantial failure of performance.
7. the Municipality in its sole discretion may extend the curation period outlined in Article 6, if deemed appropriate in the circumstances.

DISPUTE RESOLUTION

8. The Parties will use reasonable efforts to find a satisfactory resolution to any conflict regarding the interpretation or application of this Agreement.
9. The Parties will in good faith endeavour to resolve differences, conflicts or disagreement through direct dialogue and discussion.

ROLES AND RESPONSIBILITIES

10. The approved grant funding amount of \$_____ will be provided to the Proponent by the Municipality following the Proponent's signature on this Agreement, and the delivery of the signed Agreement to the Municipality, and before _____.
11. All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
12. The grant funding provided by the Municipality under this Agreement is to fund up to 33% of eligible costs for the Project to maximum approved amount. The Proponent must fund the remaining cost of the Project from other sources.
13. The Proponent will use the grant funding for eligible costs as detailed in Schedule B to this Agreement, for the purpose of carrying out the Project as detailed in Schedule A to this Agreement, and for no other purpose.
14. The Proponent will immediately notify and seek approval from the Municipality in writing if it becomes aware of any significant changes in circumstances that may affect the project timelines or scope.
15. The Proponent will be responsible for any costs incurred in carrying out the project over and above the approved amount.



16. The Project must be completed by the end date included in Schedule A (the "End Date") unless otherwise agreed to in writing. If the Project may not be completed by the End Date, the Proponent is responsible to notify the Municipality at least one month prior to the End Date in writing. Rationale for why the project will not be complete by the specified End Date must be included in the notification.
17. The Proponent must submit to the Municipality a Project Closeout Report, Statement of Expenditures (including invoices and proof of payment) and confirmation of project outcomes achieved, as the Proponent identified in the application, for approval within 60 days of the project end date. the Municipality will provide the required reporting templates.
18. The Municipality will request Project Status Reports to monitor project status and identify any risk to schedule, scope, or outcomes.
19. The Proponent will refund to the Municipality any unexpended portion of the grant funding and any amounts expended for purposes other than for those specified in this Agreement.
20. The Proponent shall, without limiting their obligation or liabilities and at the Proponents' own expense, provide, maintain, and pay for, any and all insurance, including that required under the Workers Compensation Board, which it is required by law to carry, or which it considers necessary.
21. If the Proponent engages contractors or subcontractors for the purpose of performing the Proponent's obligations under this Agreement, the Proponent will ensure that it takes prudent and reasonable steps in selecting contractors or subcontractors. The Proponent will ensure that contractors or subcontractors engaged have appropriate commercial general liability insurance, however, such insurance shall not be required by contractor or subcontractors carrying out solely administrative tasks such as research, inspection, or evaluation services.
22. Unless otherwise agreed to, the Proponent shall follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.
23. Only with the written approval of the Municipality may the Proponent manage the project with its own staff.
24. The Proponent cannot claim any portion of Provincial sales tax, goods and services tax, or harmonized sales tax for which the Proponent is eligible for a rebate, and any other costs eligible for rebates.
25. The Proponent will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of each Project it participates in for at least six (6) years after the Agreement End Date and that the Province has the contractual right to audit such accounts and records.
26. The Proponent will ensure all Municipal funding provided is only used for eligible project costs as identified in Schedule B (Cost Eligibility).
27. The Proponent shall ensure that the Project is conducted in compliance with all applicable laws.



INDEMNITY

28. The Proponent shall indemnify and hold harmless the Municipality, its Council, employees, servants and agents from and against all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature, in relation to the Project, which they, or any of them, may at any time incur or sustain as a result of or arising directly or indirectly and whether by reason of anything done or omitted to be done, as a result of negligence or otherwise, from the performance of any default or delay in the performance of the Proponent's obligations under this Agreement. Notwithstanding the foregoing, the Proponent shall not be liable for any indirect or consequential damages sustained by the Province of Nova Scotia.
29. The Municipality shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project.

CONFLICT OF INTEREST

30. The Proponent confirms and warrants that it will, for the duration of this Agreement, avoid and immediately notify the Municipality of any interest, pecuniary or otherwise, in any business matter that would put it in a real and/or apparent conflict of interest. The Proponent shall immediately notify the Municipality, in writing should any real and/or apparent conflict of interest arise that could have a direct impact on the Municipal contribution to the Project.

AUTHORITY

31. The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.
32. This Agreement (and any amendments) may be signed in several counterparts. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature, and the copy will be deemed to be a signed original.
33. All representations and obligations contained in this Agreement on the part of each of the Parties expressly or by nature shall survive the early termination or expiration of this Agreement until they are satisfied or until they expire by nature.
34. **This Agreement must be signed and returned by _____, unless otherwise agreed to in advance by the Municipality. Failure to do so may result in loss of grant funding.**

On behalf of the Proponent, I accept and agree to the above Terms and Conditions for project _____, which was approved for up to 33% of total eligible costs to maximum approved amount of \$_____.00.



THE MUNICIPALITY OF THE COUNTY OF RICHMOND
LA MUNICIPALITÉ DU COMTÉ DE RICHMOND

Name of Person Authorized: _____

To Sign: _____

Title: _____

Organization: _____

Phone: _____

Email: _____

Signature

Date

**Please return a scan of signed Agreement form to the Municipality via the email:
clerk@richmondcounty.ca**