

Growth and Renewal for Infrastructure Development Program (GRID)

2024-25 Terms and Conditions

Project: Tuskett Falls Brewery Wastewater Treatment
Project #: 01-24-1258
Proponent: Municipality of the District of Argyle (referred to herein as “Proponent”)
Approved Grant Funding: \$741,734 (up to 50% of the total project cost to maximum approved amount)

The following schedules are attached to, and form part of the Terms and Conditions:

Schedule A - Statement of Work

Schedule B – 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 Department of Municipal Affairs (“DMA”) 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 DMA.

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 March 31, 2026, 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 DMA without further liability, damage, or cost, if, in the opinion of DMA, 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 DMA.
6. DMA 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 DMA 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. DMA 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 **\$741,734** will be provided to the Proponent by DMA following the Proponent's signature on this Agreement, and the delivery of the signed Agreement to DMA, and before March 31, 2025.
11. All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
12. The grant funding provided by DMA under this Agreement is to fund up to 50% 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. All interest accrued from the funding provided by DMA to the Proponent shall be used towards eligible expenses incurred for this Project.

15. The Proponent will immediately notify and seek approval from DMA in writing if it becomes aware of any significant changes in circumstances that may affect the project timelines or scope.
16. Project costs will only be eligible from October 18, 2024, to March 31, 2026, unless otherwise amended by DMA.
17. The Proponent will be responsible for any costs incurred in carrying out the project over and above the approved amount.
18. 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 DMA 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.
19. The Proponent must submit to DMA a Project Closeout Report, Statement of Expenditures including invoices, and proof of payment (if requested) and confirmation of project outcomes achieved, as outlined in the application, to DMA for approval within 60 days of the project end date. DMA will provide the required reporting templates.
20. DMA will request Project Monitoring Reports to monitor project status and identify any risk to schedule, scope, or outcomes.
21. The Proponent will refund to the Government of Nova Scotia any unexpended portion of the grant funding and any amounts expended for purposes other than for those specified in this Agreement.
22. 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.
23. 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.
24. Unless otherwise agreed to, the Proponent shall follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.
25. The Proponent shall engage a qualified external project manager for the duration of the Project. Only with the written approval of DMA may the Proponent manage the project with its own staff.

26. The incremental costs of employees of the Proponent may be included as Eligible Expenditures for a Project under the following conditions:
 - i. The Proponent can demonstrate that it is not economically feasible to tender a contract; and,
 - ii. The arrangement is approved in advance and in writing by DMA.
27. 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.
28. 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.
29. The Proponent will ensure all GRID funding provided is only used for eligible project costs as identified in Schedule B (Cost Eligibility).
30. The Proponent shall ensure that the Project is conducted in compliance with all applicable laws.

INDEMNITY

31. The Proponent shall indemnify and hold harmless the Province of Nova Scotia, its Ministers, 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.
32. DMA shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project.

ENTIRE AGREEMENT

33. This Agreement and the Schedules attached or referred to constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties. No representation or statement not expressly contained in this Agreement shall be binding on either party.

GOVERNING LAWS

34. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

CONSENT TO BREACH NOT WAIVER

35. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different of subsequent or a continuation of the same breach unless expressly stated.

PARTIAL INVALIDITY

36. If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at DMA option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

CONFLICT OF INTEREST

37. The Proponent confirms and warrants that it will, for the duration of this Agreement, avoid and immediately notify DMA 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 DMA, in writing should any real and/or apparent conflict of interest arise that could have a direct impact on DMA contribution to the operation.

AUTHORITY

38. 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.

39. 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.

40. 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.
41. **This Agreement must be signed and returned by March 10, 2025, unless otherwise agreed to in advance by DMA. 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 01-24-1258, which was approved for up to 50% of total eligible costs to maximum approved amount of \$741,734.

Name of Person Authorized to Sign (Proponent)	
Title	
Municipality/Organization	
Phone	
Email	

Signature _____ Date _____

Please return a scan of signed Agreement form to DMA via the email:
GRID@novascotia.ca

SCHEDULE A - STATEMENT OF WORK

Proponent: Municipality of the District of Argyle

Project Name: Tusket Falls Brewery Wastewater Treatment

Project Number: 01-24-1258

Project Scope: *(Please refer to submitted application for more project detail)*

Design and construction of a new WWTP to treat wastewater from a brewery. Project will increase capacity of the WWTP treating household sewage by creating a separate facility to treat brewery waste.

Project Approval Date: February 20, 2025

Project End Date: March 31, 2026

Final Reporting Due: June 1, 2026

SCHEDULE B - COST ELIGIBILITY

Eligible costs include:

- engineering services and project management
- construction inspection and administration
- costs of construction and equipment according to the plans and specifications

Ineligible costs include:

- costs incurred prior to October 18, 2024
- interim financing costs
- non-fixed assets which are not essential for the operation of the infrastructure project
- operation and maintenance costs
- costs of acquiring land
- leasing land, buildings and other facilities
- real estate fees and related costs
- overhead costs, including salaries and other employment benefits of any employees of the Recipient