



**Municipal Affairs and Housing
Office of the Minister**

PO Box 216, Halifax, Nova Scotia, Canada B3J 2M4 • Telephone 902-424-5550 Fax 902-424-0581 • novascotia.ca

2024-25 Terms and Conditions

Program: Flood Risk Infrastructure Investment Program (FRIIP)
Project: Flood Risk Mitigation Study – Paley Brook
Project #: 01-24-0362
Proponent: Municipality of the District of East Hants (referred to herein as “Proponent”)
Approved Grant Funding: \$26,071

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 and Housing (“DMAH”) 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 DMAH.

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, 2025, 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 DMAH without further liability, damage, or cost, if, in the opinion of DMAH, 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 DMAH.
6. DMAH 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 DMAH 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. DMAH 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 **\$26,071** will be provided to the Proponent by DMAH following the Proponent's signature on this Agreement, and the delivery of the signed Agreement to DMAH, and before March 31, 2025.
11. All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.
12. 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.
13. All interest accrued from the funding provided by DMAH to the Proponent shall be used towards eligible expenses incurred for this Project.
14. The Proponent will immediately notify and seek approval from DMAH in writing if it becomes aware of any significant changes in circumstances that may affect the project timelines or scope.
15. Project costs will only be eligible from April 1, 2024, to March 31, 2025, unless otherwise amended by DMAH.
16. The Proponent will be responsible for any costs incurred in carrying out the project over and above the approved amount.
17. 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 DMAH 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.
18. The Proponent must submit to DMAH 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. DMAH will provide the required reporting templates.
19. DMAH will request Project Monitoring Reports to monitor project status and identify any risk to schedule, scope, or outcomes.
20. 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.
21. 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.
22. 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.

23. Unless otherwise agreed to, the Proponent shall follow the intent of the Nova Scotia Government Procurement Policy in awarding contracts.
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 provincial 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 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.

29. DMAH shall not be liable for any loan, capital lease or other long-term obligation in relation to the Project.

ENTIRE AGREEMENT

30. 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

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

CONSENT TO BREACH NOT WAIVER

32. 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 or subsequent or a continuation of the same breach unless expressly stated.

PARTIAL INVALIDITY

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

CONFLICT OF INTEREST

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

AUTHORITY

35. 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.
36. 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.
37. 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.
- 38. This Agreement must be signed and returned by August 15, 2024, unless otherwise agreed to in advance by DMAH. 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 FRIIP project Flood Risk Mitigation Study – Paley Brook, which was approved for up to 50% of total eligible costs to maximum approved amount of \$26,071.

Name of Person Authorized to Sign (Proponent)	Kim Ramsay
Title	Chief Administrative Officer
Municipality/Organization	Municipality of the District of East Hants
Phone	902-883-6225
Email	KRAMSAY@EASTHANTS.CA

Signature  Date July 25, 2024

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

SCHEDULE A - STATEMENT OF WORK

Program: Flood Risk Infrastructure Investment Program

Proponent: Municipality of the District of East Hants

Project Name: Flood Risk Mitigation Study – Paley Brook

Project Number: 01-24-0362

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

Flood risk mitigation study of Paley Brook in East Hants to identify mitigation options to reduce flooding of the brook.

Project Approval Date: July 25, 2024

Project End Date: March 31, 2025

Final Reporting Due: May 31, 2025

SCHEDULE B - COST ELIGIBILITY

A.1. ELIGIBLE EXPENDITURES

Professional Services

- Cost of engineering studies
- Cost of preparing design drawings and specifications, flood risk assessments, mitigation plan and flood zone mapping, etc
- Cost of construction inspection and administration

Construction/Equipment

- Cost of construction and equipment acquisition as per plans and specifications

Land

- Cost of acquiring land and property easements

A.2 INELIGIBLE EXPENDITURES

- Interim financing costs
- Costs for stormwater management
- Employment costs
- Equipment and furniture purchases