

Appendix 4: Terms and Conditions of Funding

Successful applicants shall adhere to the following:

City Execution

The City reserves the right to approve the project on the condition that the work be completed by the City or its contractor. When applicable, details will be included in the letter of approval.

Acknowledgment of Funding

The recipient shall acknowledge the support of the City of St. Catharines by using the City's logo in all advertising, media releases, publicity, programs, signage, plaques and any other promotional materials relating to the project to which funds are granted. The City shall be given the opportunity to provide comment. The recipient shall not hold the City out as a partner or as otherwise responsible for any obligations relating to the organization and project, unless specifically agreed to by the City in writing. Successful recipients will be provided with a copy of the City's logo and identity standards guide. It will be the responsibility of the recipient to ensure the City's brand guidelines are met at all times and that the City's logo is used in accordance to its given use.

Purpose of Funds

Funds shall only be used for the purposes outlined in the letter of approval and any attachments thereto. Changes in the proposal shall only be made with the City's prior written approval. Any unused portion of the funds remains the property of the City of St. Catharines and shall be returned to the City.

Funding Commitment

The City's funding is limited to 50% of the total cost of the project and shall not exceed the funding amount identified on the letter of approval. If the project is completed under budget the City funding will be reduced accordingly.

Eligible Project Costs

- Permits
- Project materials
- Project-related costs for contractors and consultants

Ineligible Project Costs

- Applicant's operating and administrative expenses
- Expenditures or financial commitments made before the application was approved
- Deposits and refundable credits (e.g. HST) paid by the applicant

Payment of Funds – Project Completed by Applicant

Funds will be paid out to the applicant according to the schedule included in the letter of approval. Any residual funds following project completion shall be returned to the City. The

City will not issue a cheque in the name of an individual; instead cheques will be made out to a recognized or accountable group.

Payment of Funds – Project Completed by City

The applicant will be responsible for submitting payment to the City according to the schedule included in the letter of approval.

Ownership of assets

Unless specifically agreed upon in writing by the City, any assets created through the Centennial Gardens Partnership Fund will be solely owned by the City of St. Catharines and the City reserves the right to determine levels of maintenance or to otherwise deal with such assets following completion of the project, at its sole discretion. All work shall be completed to City standards and be installed in compliance with any other applicable standards, guidelines, or laws.

Insurance

The Applicant shall, throughout the duration of the project, at its expense, take out and maintain, in the name of the Applicant and The Corporation of the City of St. Catharines, general commercial liability insurance, including bodily injury, personal injury, death and damage to property, with a limit of not less than five million dollars per occurrence which shall include The Corporation of the City of St. Catharines as an additional insured. Such policy shall name The Corporation of the City of St. Catharines as an additional insured and contain a severability and cross liability clause. A certificate of insurance shall be delivered to the City prior to any project work commencing. The Corporation of the City of St. Catharines must be given 30 days written notice of any cancellation/change.

Release and Indemnity

The Applicant indemnifies and holds harmless The Corporation of the City of St. Catharines, its employees, elected officials, and agents from and against any and all liability, damage, loss, claims or demands and actions of every nature whatsoever, which arise out of or are in any way associated with the project.

The Applicant assumes all liability for the project and releases The Corporation of the City of St. Catharines, its employees, elected officials, and agents from any and all liability for any loss or injury sustained by the Applicant, or any of its employees, volunteers, agents or affiliates regardless of how caused, resulting from or in connection with the project.

Repayment of Funds

The recipient shall, in the sole discretion of the City, be required to repay to the City the whole or any portion of the grant funds if the recipient:

- ceases operating during term of funding;
- fails to complete the project;
- has knowingly provided false information in their application;
- uses the funds for purposes other than those detailed in the application;
- breaches any of the terms and conditions of this Agreement;

- breaches any of the provisions of the Human Rights Code, in the operation of this organization and/or project;
- commences, or has commenced against them, any proceeding in bankruptcy or is adjudged as bankrupt.

Where required, the funds shall be repaid by cheque, payable to the "City of St. Catharines" and mailed to: Parks, Recreation and Culture Services, P.O. Box 3012 50 Church Street, St. Catharines, ON, L2R 7C2

Accounting

The recipient shall keep and maintain all records, invoices and other documents relating to the Centennial Gardens Partnership Fund in a manner consistent with generally accepted accounting principles and record keeping practices, and shall maintain records for a period of three (3) years. The recipient authorizes the City and its agents at all reasonable times to inspect and copy any records, invoices and documents relating to the Grant, in the possession, or under the control, of the recipient and the recipient shall submit such receipts to the City upon request.

Reporting

The recipient shall provide a final report to the City within three (3) months of completion of the project or year, providing all details required by the City and, upon request of the City, shall submit interim progress reports.

Additional Terms

The City reserves the right to impose additional terms and conditions on the project in its letter of approval and the Applicant acknowledges that it may be required to enter into a formal funding agreement with the City. Proposals must comply with provincial requirements and standards outlined in the Accessibility for Ontarians with Disabilities Act as well as the City of St. Catharines' Facility Accessibility Design Standards. E-mail Kaylea Cassano (kcassano@stcatharines.ca), Operations Planner, for more information.