

WATERSHED RESILIENCE ACTION PROGRAM

GENERAL TERMS & CONDITIONS

1. Funds will only be used on eligible expenses for the purposes outlined in the attached application or as indicated in writing by The District Municipality of Muskoka (the District) staff.
2. Funds will be disbursed as follows:
 - a. Initial payment of 85% upon execution of the agreement between the Applicant and the District.
 - b. Final payment of the remaining 15% upon the District's acceptance of a complete Final Report.
3. Funds received must be used within the period set out in the attached application. If funds cannot be used within that time, the Recipient must notify the District as soon as possible to discuss options. No additional funds will be awarded to the Recipient until the funds have been spent.
4. The Recipient will provide a Final Report to the District within three (3) months of the end date of the project as stated in the application or the project's conclusion, whichever is sooner. Failure to provide a Final Report will forfeit the Recipient's ability to apply for funding in subsequent years.
5. The Final Report is to be submitted online and should include the following information:
 - A summary of the project;
 - Project timeline and the number of stewardship or community members involved/engaged;
 - Outcome of the project and how it benefitted the lake, including any measurable outcomes or effects as outlined in the application;
 - Hurdles or setbacks during planning and/or implementation of the project;
 - Expense report, including financial reconciliation (budget vs actual), itemized expenditures, and proof of payment/receipts;
 - Photos of any associated events, projects, or initiatives; and
 - Other pertinent information requested by the District.
6. The Recipient should acknowledge the support of the District by including the District's logo on communications related to the activity for which they were funded, including advertising, information documents websites, and other electronic communications. The Recipient can contact the Environmental Planning, Policy and Program Coordinator to determine if this requirement applies to their project and for guidance on using the District of Muskoka's logos in accordance with brand guidelines.
7. The Recipient will, at the request of the District, repay the whole or any portion of the funding if the Recipient:
 - a. ceases operating;
 - b. has provided false information in this application;
 - c. merges or amalgamates with another party;
 - d. uses the funds for purposes other than those detailed in the application or approved by the District;
 - e. breaches any terms and conditions herein;
 - f. breaches any of the provisions of the Human Rights Code in the operation of this project;
 - g. violates any applicable laws;
 - h. uses any of the funds or project for lobbying activities; or
 - i. uses this project to promote false statements about any individual(s), or group or District of Muskoka managed project.

8. Any unused funding remains the property of the District. If any unused portion has already been paid to the Recipient, it shall be repaid by the Recipient upon request.
9. If required, funding shall be repaid by cheque payable to 'The District Municipality of Muskoka' and mailed:
c/o Watershed Programs
70 Pine Street, Bracebridge, ON P1L 1N3
10. The Recipient will keep and maintain all records, invoices, and other documents related to the funding for three (3) years. The Recipient authorizes the District and its agents at all reasonable times to inspect and copy any records, invoices and documents relating to the funding, in the possession, or under control, of the Recipient.
11. The District shall not be liable for any damages including, but not limited to, general, incidental, indirect, special, or consequential damages, death or injury, or loss of use, revenue, or profit of the Recipient arising out of or related to the organization or its activities, unless it was caused by the sole negligence or willful act of an employee of the District.
12. The District and the Recipient are Independent Contractors, and no Agency, partnership, or employment relationship is intended or created by this Agreement. The Recipient is responsible for purchasing their own insurance coverage. Insurance coverage is not provided by the District to the Recipient.
13. The Recipient is required to take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer ("Compliance Requirements").
14. The Recipient is required to indemnify and hold harmless The District Municipality of Muskoka from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by The District Municipality of Muskoka relating to any failure of the Recipient, their employees, agents or contractors to comply with any Compliance Requirements.

Do you have questions about
the Watershed Resilience
Action Program?

Email:
stewardship@muskoka.on.ca
Phone: 705-645-2100 x4387

