

**Appendix 3: Terms and Conditions**  
**CSO Control Programs Terms and Funding Conditions**

<b>The terms and conditions under which funding will be offered to the successful applications, including the following:</b>	
1	<b>Amount of Funding, Studies</b> - The Region shall contribute 50% of total study costs for the PPCP and I&I studies, and 60% for the Pre and Post Flow monitoring projects provided the Region participates on a committee overseeing the study and the study covers the entire area tributary to the Wastewater Treatment Plant(s) and includes both local and Regional infrastructure.
2	<b>Amount of Funding, Design &amp; Construction projects</b> – The Region shall contribute defined percentage of the cost based on the Funding Options matrix, provided that; the facility or measure is supported by a recommendation from a current CSO study, life cycle cost comparisons of alternative solutions were undertaken and the Region agrees with the cost comparisons, the Region agrees with the ‘best overall solution’, and the Region participates on a committee overseeing the design.
3	<b>Third Party Funding</b> – The Region’s funding shall be net of any third party funding approved for the project. If third party funding is obtained after Regional funding approval, the amount of Regional funding will be adjusted to be net of any third party funding. Payment of the funding to the Area Municipality shall be based on actual expenditures incurred up to the maximum amount approved by Regional Council based on the budget submitted with the application.
4	<b>Project Lead Studies</b> – Lead by either the Area Municipality or the Region based on a mutual agreement prior to initiation of study.
5	<b>Project Lead Design &amp; Construction</b> – A project located in the Area Municipal wastewater system shall be managed by the Area Municipality while a project in the Regional wastewater system shall be managed by the Region. On a case-by-case basis the Region may consider managing a project in the local system, if requested by the Area Municipality.
6	<b>Ownership and Operation of Assets</b> – The ownership and operation of all new and existing assets shall remain the responsibility of the current owner. The Area Municipality, on a case by case basis, may request the Region to operate and maintain an existing or new CSO control facility on behalf of the Area Municipality on a direct charge back basis.
7	<b>Follow up Flow Monitoring</b> – On a case-by-case basis, the Region may include a condition or approval of funding that requires follow up flow monitoring to assess project’s effectiveness.

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8	<p><b>Expiry of Funding</b> – Funding of a project by the Region may expire if the local Area Municipality does not invoice the Region within three (3) years of the date of funding approval by Regional Council. Also, if an Area Municipality decides not to proceed with a project, the Region may revoke funding. The Region may also withdraw funding for future phases if a project does not proceed on a continuous basis toward completion.</p>
9	<p><b>Indemnity</b> – The Region, or its directors, officers, employees, agents or consultants will not be held liable as a result of providing funding for any project.</p>
10	<p><b>Regional Recognition</b> – The Area Municipality is to ensure that the Region is to be acknowledged in all advertising and publicity related to the project for which funding was provided.</p>
11	<p><b>Project Deliverables</b> – The Region shall receive copies of all project deliverables, including, but not limited to, reports, flow monitoring data, hydraulic modelling files, GIS layers/data, and technical memorandums.</p>
12	<p><b>Funding Agreement</b> - A letter formalizing the funding in accordance with the Region's CSO Funding Policy will be issued to the Area Municipality for signature and used as the agreement to the terms and conditions of the funding.</p>