FEDERATION OF CANADIAN MUNICIPALITIES | FÉDÉRATION CANADIENNE DES MUNICIPALITÉS

GREEN MUNICIPAL FUND GRANT AGREEMENT
LLCA-25-0795

This Grant Agreement is hereby made and entered into

BETWEEN:

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund ("**GMF**"), and having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

("**FCM**")

and

REGIONAL DISTRICT OF NANAIMO, a BRITISH COLUMBIA corporation and having a place of business at 6300 Hammond Bay Rd, Nanaimo, British Columbia, V9T 6N2.

("**Recipient**")

FCM and the Recipient shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties ("**Agreement**") and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (**"Effective Date**") and shall end on March 19, 2029 ("**Term**") unless earlier terminated in accordance with the provisions of the Agreement.

The following Schedules are attached and incorporated in the Agreement by reference:

Schedule A – General Terms and Conditions	Schedule D – Request for Contribution Template
Schedule B – Eligible and Ineligible Costs Table	Schedule E – Reporting Requirements
Schedule C – Recipient's Specific Terms and Conditions	Schedule F – Funding Recognition Specifications

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

FEDERATION OF CANADIAN MUNICIPALITIES

Per: Katherine Trajan
Katherine Trajan (Jul 13, 2026 10:49:02 EDT)
Katherine Trajan
Project Director, Adaptation in Action, GMF

Date: 13-Jul-2026

REGIONAL DISTRICT OF NANAIMO

Per: Tiffnay Moore
Tiffnay Moore
Chief Financial Officer

Date: 09-Jul-2026

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Whenever used in the Agreement and unless the context otherwise requires, the following terms have the following meanings:

"**Advanced Contribution**" means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"**Confidential Information**" has the meaning ascribed thereto in Section 8.3 of this Schedule A;

"**Contribution**" means each individual disbursement of the Grant Amount, as set forth in Schedule C;

"**Eligible Costs**" means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

"**Expense Claim**" means the expense claim in the form of the Project Workbook;

"**FCM's Accessibility Guidelines**" means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing reporting requirements and the Final Deliverable, to ensure that such reports are accessible to people with disabilities;

"**Final Contribution**" means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

"**Final Deliverable**" means the final version of the report summarizing the results and activities undertaken in conducting the study or the implementation project, as applicable, as described in Schedule C;

"**GAAP**" means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

"**Material Change**" means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

"**Project**" means the feasibility study or implementation project, as applicable, as described in Schedule C;

"**Project Workbook**" means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

"**Request for Contribution**" means the request for Contribution, in the form of Schedule D.

2. GRANT

2.1 Grant Purpose – FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project ("**Grant**").

2.2 Grant Amount – Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the "**Grant Amount**"), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is

greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

2.3 Grant Expiration Date – In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.

2.4 Grant Disbursement – FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.

2.5 Advanced Contribution – FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

5. RECORD-KEEPING and AUDIT

5.1 Record-keeping – The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) **safekeep all such records of the project until March 31st, 2040.**

5.2 Audit – The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at the Recipient's expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken

in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

7. COPYRIGHT

7.1 Copyright – Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the "**Recipient Documentation**") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.

7.2 License – The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.

7.3 Interview – FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

8.1 Public Recognition – The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:

"© 20XX, Regional District of Nanaimo. All Rights Reserved.
This project was carried out with funding from the Green Municipal Fund, which is financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

8.2 Communication – The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "**Interview**").

8.3 Confidentiality – All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.

8.4 Two versions of confidential reports - The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any

person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

11. EFFECT OF TERMINATION

(a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.

(b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

In the event of an insufficient appropriation from the Government of Canada, FCM may allow the Recipient to amend the Agreement to reduce its obligations related to the Project in proportion to the reduction of the contribution by Canada.

14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

15. RELEASE AND INDEMNIFICATION

15.01 Acknowledgment - The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (iii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.

15.02 Release - the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.

15.03 Indemnification - The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.

15.04 Intellectual Property Indemnity. Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.

15.05 FCM's Limited Liability – In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liabilty for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.

15.06 Further Assurances - The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

16. GENERAL

16.01 Notices and Requests – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

16.02 Relationship of the Parties - The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.

16.03 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.

16.04 Choice of Language - It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

16.05 Governing Law -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

16.06 Choice of Forum - The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

16.07 Effectiveness - The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.

16.08 Successors and Assigns - The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.

16.09 Severability - If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

16.10 Waiver of Rights - Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

16.11 Entire Agreement - The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.

16.12 Headings - Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.

16.13 Gender and Number - All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

16.14 Counterparts - The Agreement may be executed and delivered (including by email transmission or by protocol document format (“PDF”) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.

16.15 Survival - The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

SCHEDULE B – ELIGIBLE AND INELIGIBLE COSTS TABLE

If your application is approved, expenses that are eligible for partial reimbursement or advance payment must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective(s) and;
- actually and reasonably incurred in accordance with applicable industry standards.

FCM reserves the right to audit financial statements or expenses incurred at a future date to verify cost eligibility and ensure affordability of the project. **Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, relating to the project until March 31st, 2040.** Financial records, including time sheets for staff remuneration (i.e. labour cost), must be documented in a manner that meets generally accepted accounting principles and enables verification of cost eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs
Section A: Costs incurred prior to date application received by FCM		
1. Preparation of full application	Costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date, including any stakeholder engagement or research that took place to support the writing of the full application or insertion of information into the Project Workbook.
Section B: Costs incurred after date application received by FCM		
2. Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: • communication costs (e.g. long-distance calls) • permits or certifications (e.g., CaGBC, LEED, PIEVC, Passive House, Envision, SITES) required for the project • printing or photocopying by outside suppliers • acquisition of documents used exclusively for the project • document translation For operational testing projects only, utility costs associated with incremental testing of existing assets for climate adaptation purposes, with quantitative measurements of use/effect during set testing periods.	Office space, supplies and general overhead costs incurred in the ordinary course of business. Project-related fees payable to the eligible applicant(s) (e.g., municipal permit fees). Routine or ongoing operating costs or activities (e.g., heating, cooling and lighting; security, software or service subscriptions) that do not demonstrate incremental testing of existing assets for climate adaptation purposes, with quantitative measurements of use/effect during set testing periods.
3. Advertising	Advertising costs essential to communicating the project to the public, as well as Project evaluation, such as: • fees for advertising development • fees for media distribution • website development	• Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project

	• public surveys	• Promotional items
4. Audit (Implementation Projects)	• The cost of a third-party financial audit for implementation projects with eligible costs greater than $500K as required by FCM for non-municipal applicants.	
5. Capital Expenditures	Capital costs as defined and determined in accordance with generally accepted accounting principles (GAAP), including: • costs for acquiring, developing, constructing, modernizing or leasing systems (equipment, hardware, software, etc.) • costs of construction, renovation or modernization of facilities and structures such as materials and installation costs For Operational Testing projects only, the cost of operations of facilities and structures, to the extent necessary for a cumulative period of up to 18 months (e.g., maintenance and repair costs). Tree planting costs <$50,000 are eligible as part of an Adaptation in Action Implementation Project. Tree planting costs must be related to the procurement, transportation, planting, and maintenance of trees over the project timeline, as well as associated infrastructure costs limited to set infrastructure categories that are solely deployed for tree planting.	Purchase of equipment or assets that could be rented or leased to achieve the outcomes of the implementation project, or that are above and beyond what is required for the scale and duration of the implementation project. Purchase or lease of real property. Expenditures related to emergency services infrastructure (e.g. purchase of public notification systems), save where consistent with eligible activities (e.g. raising critical infrastructure in a fire station above the flood level). Single-use temporary risk mitigation equipment (e.g., flood barriers such as sandbags, portable air scrubbers for use in public buildings, etc.) Relocation or raising of non-municipal assets. Projects that create an orphan structure for which ownership and/or maintenance responsibility does not remain with the local government. Routine operations and maintenance of existing assets (e.g., sediment or debris removal, or cleaning out of debris from stormwater control structures). For feasibility studies: any major capital costs
6. Equipment Rental	Rental of tools and equipment related to the project.	Rental of tools or equipment related to ongoing or other business activities.
7. In-kind	Lead applicants can include costs for staff time for time actually worked on the implementation of the project and list this as “staff remuneration.” See Staff Remuneration category below.	Any goods and services that are received through donation or in-kind contribution (including donations from Partner Organizations).
8. Meetings and public gatherings	Costs related to meetings and public gatherings held to communicate the project to the public and collect feedback, such as: • facility rental • audiovisual equipment rental	Any hospitality expenses such as: • food and drinks, unless part of a specific cultural protocol • alcohol • door prizes

	• services to support people with specific needs, where such services contribute to the equity and inclusion objectives of the project (e.g., simultaneous interpretation, shuttle service, babysitting service, etc.) • the provision of food and drinks, when it is part of a specific cultural protocol • Honoraria for cultural leaders, Elders, Indigenous knowledge keepers, and/or cultural keepers. (Note: these honoraria should reflect the role of Indigenous Peoples as subject matter experts) • Costs related to local cultural protocols (e.g., gifts, cultural ceremonies)	• entertainment, music • decorations, flowers, centrepieces, etc.
9. Services	Fees for professional or technical consultants and contractors. For feasibility studies: risk assessment activities required to evaluate hazard exposure and inform climate-resilient design of the project that is the subject of the study.	Costs for engineering studies, audit studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada. Costs related to a community climate risk assessment (or equivalent) Costs related to climate adaptation plans or other planning not related to the development or implementation of an eligible project. Any costs associated with person(s) enrolled on your organization's payroll, except for those defined under the category listed as "in-kind."
10. Staff remuneration	Incremental staff and administration costs (e.g. creating a new position or adding new responsibilities to an existing position) to oversee activities, to a maximum value of $250,000 (must be tied with other eligible activities). This cost cap does not apply to Operational Testing projects. Note: The cost of Staff Remuneration for local governments and/or Indigenous Community partners is an eligible cost. Each partner will be required to invoice the lead applicant directly to report on time, tasks, and hourly rate of activities to receive reimbursement. Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the Project (including staff	Regular salaries and/or benefits of applicant staff or partners including: • Overtime pay • Bonuses/performance pay • Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible • Costs related to ongoing or other regular business activities and not specifically required for the Project. • Staff wages while receiving training or attending learning events. • Professional membership fees or dues. • Staff remuneration for which a grant or contribution are

	time to participate in FCM-led capacity building activities related to the eligible initiative). The daily rate per employee shall include the following costs: • direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses. • fringe benefit, in accordance with the Eligible Recipient's policies, as follows: a. time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation b. paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits	provided by or committed to be provided by the FCM.
11. Supplies and materials	Supplies and materials that are specifically needed to undertake the Project.	Costs related to ongoing or other business activities that are not a specific requirement of the Project.
12. Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
13. Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines and to the extent that such travel is necessary to complete the project and to the extent that such travel is necessary. This includes travel and accommodation costs to attend FCM-led capacity building activities related to the eligible initiative (up to a maximum of $10,000 or 10% of eligible project costs, whichever is lower).	• Travel and associated expenses of a partner in the Project. • Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
14. Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

SCHEDULE C – RECIPIENT'S SPECIFIC TERMS AND CONDITIONS

1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The Regional District of Nanaimo (RDN) is applying for a Feasibility Study grant to fund the assessment of nature-based shoreline enhancement options to modify an orphan dike at the French Creek Estuary Nature Preserve (FCENP) to improve climate resilience and ecological function within French Creek and its riparian corridor. Options may include reconfiguring or enhancing the dike to enhance hydrological function and habitat quality, reduce flood risk, and support habitat values while maintaining freshwater wetland characteristics. Specific deliverables will include technical feasibility, options analysis, flood analysis, equity assessment, and cost estimate. Ultimately, the study positions the RDN to advance climate resilience to flooding, sea level rise, drought and extreme weather in an equitable and nature-positive way that reflects local priorities and ecological realities.

2. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

Project Budget	Eligible cost	Ineligible cost	Total cost ($)
1) Preparation of full application			
N/A			
		Subtotal	**$0**
2) Administrative			
M5 - Engagement materials (printing, posters, handouts)	$374	$100	$474
		Subtotal	**$474**
3) Advertising			
M5 - Advertising for engagement workshops (boosting FB posts)	$100		$100
		Subtotal	**$100**
4) Audit (if required)			
N/A			
		Subtotal	**$0**
5) Capital Expenditures			
N/A			
		Subtotal	**$0**
6) Equipment Rental			
N/A			
		Subtotal	**$0**
7) In-kind			
N/A			
		Subtotal	**$0**
8) Meetings and public gatherings			
M5 - Facility rental for two workshops	$300		$300
		Subtotal	**$300**
9) Services			
M1 - Project initiation meeting and workplan development (Coastal Engineer, SCBC and RDN); Baseline data compilation	$5,000		$5,000

"M2 - Topographic and boundary survey (sub consultant to Coastal Eng)	$5,000		$5,000
M2 - Flood exposure mapping & site stability assessment (coastal engineer); geotechnical review (geotechnical engineer); habitat assessment (biologist)	$15,000		$15,000
M4 - Shoreline enhancement options analysis (Coastal Engineer & biologist)	$15,000		$15,000
M4 - Green Shores review & recommendations (SCBC)	$1,500		$1,500
M5 - Engagement plan development (SCBC review)	$500		$500
M5 - Materials preparation (SCBC, Coastal Engineer)	$4,450		$4,450
M5 - Workshop delivery (SCBC)	$1,250		$1,250
M5 - First Nation engagement meetings and facilitation (SCBC)	$1,250		$1,250
M5 - Prepare engagement summary report and equity analysis (SCBC review)	$250		$250
M6 - Final Feasibility Report - synthesize all findings into final report, detailed cost estimates for implementation and maintenance, implementation roadmap and recommendations (Coastal Engineer)	$14,900		$14,900
M6 - Implementation roadmap and recommendations (Coastal Engineer)	$9,500		$9,500
M6 - Report review (SCBC)	$500		$500
		Subtotal	**$74,100**
10) Staff remuneration			
M1 - Project kick-off and workplan development; consultant procurement and contract execution (RDN staff remuneration)	$1,344		$1,344
M2 - Oversight and review of consultant deliverables and ensure alignment with project objectives and integrate mapping outputs (RDN staff remuneration)	$616		$616
M3 - Dike ownership & jurisdictional review (RDN staff remuneration)	$2,280		$2,280
M4 - Oversight and review of feasibility analysis and options led by the Prime Consultant (RDN staff remuneration)	$672		$672
M5 - Plan and deliver inclusive engagement activities, ensure accessibility and equity considerations, document outcomes (RDN staff remuneration)	$1,680		$1,680
M6 - Review and provide input on the integrated feasibility report prepared by the Prime Consultant (RDN staff remuneration)	$672		$672
M7 - Submitting final documentation, preparation of Board report,	$1,736		$1,736

summarizing expenses (RDN staff remuneration)			
RDN Corporate Services Support (RDN staff remuneration)	$1,431		$1,431
RDN GIS Support (RDN staff remuneration)	$687		$687
RDN Communications Support (RDN staff remuneration)	$845		$845
		Subtotal	**$11,963**
11) Supplies and materials			
M5 - Paper, notepads, pens, etc. for workshops		$50	
		Subtotal	**$50**
12) Transportation, shipping and courier charges			
N/A			
			$0
13) Travel and accommodation			
RDN Staff Mileage	$100		$100
		Subtotal	$100
14) Taxes			
GST Eligible for rebate		$3,756	$3,756
PST for engagement materials	$26		$26
PST for ineligible costs		$11	$11
		Subtotal	$3,793
Total – All phases	Eligible cost	Ineligible cost	Total cost ($)
	$86,963	**$3,917**	**$90,880**

Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain what informs the above budget.
A contingency amount of 10% has been included in the Services costs. Administrative, advertising, meeting and public gathering costs are generally consistent given the limited venues in the area and pre-existing relationships with local vendors for printing and advertising.

Other notes:
The implementation project following this feasibility study is expected to be under $1 Million.

FCM will only reimburse costs incurred after October 28, 2025, except for costs incurred to write the application, which are eligible for reimbursement if incurred after July 30, 2025.

3. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding source	Description	Confirmed? (Yes/No)	Date committed DD-MM-YYYY	Amount	Percentage of total budget
Green Municipal Fund	Grant	Yes	03-19-2026	$69,570	77%
Regional District of Nanaimo	Cash	Yes	22-07-2025	$9,347	10%
Regional District of Nanaimo	Staff remuneration	Yes	13/03/2026	$11,963	13%
			Total funding:	**$90,880**	**100%**

Total budget costs	**$90,880**
Total budget eligible costs	**$86,963**

4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

(i) the sum of Sixty-nine thousand, five hundred and seventy dollars ($69,570); or
(ii) Eighty percent (80%) of Eligible Costs.

5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

Payment and reporting table: The forecasted Contribution(s) amounts ($), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to the lesser of:

Progress Report
• Project Progress Report
• Updated Project Workbook
  ○ Sources of Funding
  ○ Expense Claim
• Additional conditions: None
	At FCM's Request	n/a	n/a

Final Contribution			• $69,570 or

• Schedule D – Request for Contribution
• Project Completion Report
• Updated Project Workbook
  ○ Sources of Funding
  ○ Expense Claim
• Feasibility Study
Additional conditions: Confirmation that one or more members of the Recipient's project team have completed the required hours of AREI coaching
	01-30-2028	03-01-2028	• 80% of Eligible Costs then incurred by the Recipient

6. JURISDICTION

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of British Columbia.

7. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 10788 2953.

8. NOTICES

To the Recipient:	To FCM:
Regional District of Nanaimo 830 Island Hwy W, Parksville, British Columbia, V9P 2X4 Attention: Karlie Komjati Business Administrator • telephone: 250-947-2556 • by electronic mail: kkomjati@rdn.bc.ca Alternate Contact: Attention: Elaine McCulloch Senior Parks Planner • telephone: 250-390-6776 • by electronic mail: emcculloch@rdn.bc.ca	Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3 Attention: Green Municipal Fund • by electronic mail: gmfinfo@fcm.ca

SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

[LETTERHEAD OF THE RECIPIENT]

[Address]
[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3

Attention: **[PROJECT OFFICER NAME]**
Project Officer for GMF

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that (**all items must be checked**):

☐ The Conditions of Contribution set forth in Schedule C have been met by the Recipient.

☐ The Project conforms to the description set forth in Schedule C of the Agreement.

☐ The Recipient has obtained or has made other arrangements satisfactory to FCM for obtaining, all approvals, consents, authorizations and licences that are required under the laws of Canada and of the relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement and to undertake and complete the Project.

☐ No act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement and the Project or any of its other obligations that are material to the Recipient has occurred.

☐ The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Contribution.

☐ All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.

☐ All capitalized terms have the meaning attributed to them in the Agreement.

☐ If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.

☐ All expenses claimed:

- have been submitted through the Expense Claim template, in the Project Workbook;
- have been incurred and paid, or are to be paid, by the Recipient;
- at the final disbursement request, are supported by a written statement confirming the final sources of funding and contribution amounts;

- were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
- were reasonably incurred in accordance with applicable industry standards; and
- are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.

☐I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be audited.

☐I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

_____

Name and title of authorized officer of Recipient

_____ _____

Signature Date

SCHEDULE E – REPORTING REQUIREMENTS

Recipients are required to submit the following reports and documents per the project category and GMF's disbursement guidelines:

Application category: Required reporting documents
Feasibility studies
• **Completion Report:** Summarizes the Project's implementation, outcomes, and alignment with contract objectives, highlighting any major deviations. Typically, 5–10 pages, with length varying by project complexity. Template will be provided. • **Feasibility Study:** Must be submitted as a final, dated PDF with searchable text. Drafts or documents marked for internal use will not be accepted.
Training requirement
• During the execution of the funded project one or more members of the Recipients project team must participate in a qualifying GMF capacity development activity that supports local governments to incorporate Reconciliation and anti-racism, equity and inclusion (AREI) considerations in their climate adaptation activities. • Available activities to participate in will be communicated to the Recipient once the contract is signed and will include virtual options that do not require registration costs, travel or in-person attendance. Activities will be offered throughout the year to provide the Recipient with flexibility in the timing of their participation. • At least one member of the project team must participate in one or more of the available activities. This training requirement must be met before a final disbursement will be released to the Recipient. • Participants of qualifying capacity development activities will be tracked by GMF and confirmation that one or more members of the Recipient's project team have participated in an activity will be confirmed at the time of the Recipients's request for the final project disbursement.

Timing: Recipients will need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of the report from the template that will be provided. The template has been designed following FCM's Accessibility Guidelines to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

1. **Complete report including Confidential Information:** Please clearly label this report with the word "**Confidential**" or similar wording and FCM will treat it as confidential.

2. **Abridged report excluding Confidential Information:** This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: Your Project Progress and Completion Reports have two main purposes:

1. **Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays or changes.

2. **Knowledge sharing:** FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress or Completion Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

SCHEDULE F: FUNDING RECOGNITION SPECIFICATIONS

During the Term of the funding agreement, the Recipient must recognize FCM's GMF and GoC funding, in content, form and manner acceptable to FCM, across all digital platforms, and wherever other funders are recognized. The acknowledgement must include the FCM and GMF's logo combined with the text below. On printed signage, the logos should be at least fifteen centimetres wide. The text must be at least 40-point font.

This project was carried out with funding from the Federation of Canadian Municipalities' Green Municipal Fund and the Government of Canada.

Ce projet a été réalisé grâce au financement du Fonds municipal vert de la Fédération canadienne des municipalités et du gouvernement du Canada.

High-resolution logos will be supplied by FCM staff. The logo must never be reproduced less than four centimetres wide.

Colour signage is not required, but where colour is used, the official FCM corporate colours must be applied.

GREEN MUNICIPAL FUND FONDS MUNICIPAL VERT

A program of / Un programme de la FCM

Funded by / Financé par Canada

FCM supports many types of initiatives. These guidelines may not anticipate all potential forms of recognition. To discuss specific applications of these guidelines, please contact GMF at 613-907-6208 or at gmfinfo@fcm.ca.

LLCA-25-0795-Feasability_Agreement

Final Audit Report 2026-07-13

Created:	2026-07-09
By:	Cindy Rousselin (crousselin@fcm.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYjLKD6PlMm0MuFOpT4-IA_cGE56yhNNS

"LLCA-25-0795-Feasability_Agreement" History

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