

GREEN MUNICIPAL FUND (GMF)

Study no.: 9525

**Project Title: Town of Annapolis Royal-Development of
Sustainable Community Development Plan “Back
to the Future”**

Grant Agreement

Between

TOWN OF ANNAPOLIS ROYAL

- and -

**FEDERATION OF CANADIAN MUNICIPALITIES,
as Trustee of the Green Municipal Fund**

This document is not an offer to enter into a contract and, until executed by all parties, it is not a contract.

GRANT AGREEMENT

THIS AGREEMENT is made as of the XX day of XXXX 200X.

BETWEEN:

TOWN OF ANNAPOLIS ROYAL, a municipal corporation organized and existing under the laws of the Province of Nova Scotia and of Canada

(herein called "Recipient")

-and-

FEDERATION OF CANADIAN MUNICIPALITIES, as Trustee of the Green Municipal Fund

(herein called "FCM")

WHEREAS:

- (a) the Government of Canada (herein called "GoC") and FCM have established the Green Municipal Fund (herein called "GMF") to assist municipal governments to lever investments in municipal environmental projects and to, *inter alia*, provide grants for feasibility studies, assessments, sustainable community plans and field tests respecting such proposed projects;
- (b) the GoC has funded GMF, which is being administered by FCM as Trustee thereof;
- (c) FCM, in its capacity as Trustee of GMF, has agreed to provide the Recipient a maximum grant of nine thousand twenty dollars (\$9,020) for use by the Recipient solely for the planning study (hereinafter called "Study") referred to in this Agreement; and
- (d) the parties hereto need to provide arrangements for the administration and disbursement of the grant to, and its use by, the Recipient.

NOW THEREFORE, the parties hereby agree as follows:

**ARTICLE I
Definitions**

Section 1.01. Definitions. Whenever used in this Agreement and unless the context otherwise requires, the following terms have the following meanings:

“Contribution” means each portion of the Grant Amount that is advanced from time to time by FCM to the Recipient under the terms and conditions of this Agreement;

“Eligible Costs” means those permitted expenditures described in Part 2 of Schedule A, for which the Recipient may use the Contributions;

“GAAP” means the generally accepted accounting principles which are in effect in Canada, including those published in the Handbook of the Canadian Institute of Chartered Accountants, as the same are generally applied to persons carrying on a type of business or activity similar to that of the Study;

“Grant” means the grant set forth in Article II;

“Grant Amount” means the amount to be advanced by FCM on account of the Grant up to the maximum amount set forth in Section 2.02; and

“Study” means the planning study described in Part 1 of Schedule A.

ARTICLE II The Grant

Section 2.01. Grant Purpose. FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the performance of the Study and the Recipient hereby explicitly acknowledges and accepts the conditions and terms of the Study as described in Part 1 of Schedule A.

Section 2.02. Grant Amount. Subject to and in accordance with the terms and conditions of this Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs a grant equal to fifty percent (50%) of Eligible Costs up to a maximum grant amount of nine thousand twenty dollars (\$9,020).

Section 2.03. Contributions. FCM shall advance the Grant Amount in two (2) Contributions, as outlined in Sections 3.01 and 3.02. No Contribution will be made by FCM without it first receiving from the Recipient a completed Request for Contribution in the form of Schedule C and unless the relevant conditions are met as set forth in Article III.

ARTICLE III Conditions of Contribution

Section 3.01. Conditions of First Contribution. Subject to Section 6.01, FCM shall make a first Contribution in the amount of four thousand five hundred ten dollars (\$4,510) or fifty percent (50%) of the maximum Grant Amount by no later than the XX day of XXXXX, 200X provided that the following conditions are satisfied:



- (a) the Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all appropriate authorizations, including any necessary by-law or resolution passed by the Recipient's Council and any necessary authorization from the Government of the Province of Nova Scotia for undertaking the Study and receiving the Grant;
- (b) each of the Sources of Funding as described in Part 2 of Schedule A has contractually agreed on the nature and the amount and timing of its funding of the Study and FCM is satisfied with same;
- (c) the Recipient has delivered to FCM a Progress Report that describes the current status of each of the conditions and terms listed in Part 1 of Schedule A, and FCM is satisfied with the progress of the Study.
- (d) the Recipient has delivered to FCM, by no later than ten (10) days prior to the requested date of Contribution, the Request for Contribution in the form of Schedule C;
- (e) the Recipient has delivered to FCM a copy of the Certificate of Incumbency and Authority in the form of Schedule B; and
- (f) the Recipient has delivered to FCM a summary of expenses, together with copies of supporting invoices and receipts, evidencing, in a manner satisfactory to FCM, that the Recipient has incurred Eligible Costs for the Study equal to or greater than two (2) times the total requested Contribution. Also, if the Recipient is claiming an in-kind contribution on account of salaries, fees or remuneration as part of the Eligible Costs, the Recipient shall have delivered to FCM the documentation described in footnote no. 2 to Part 2 of Schedule A.

Each of the foregoing conditions is included for the benefit of FCM and may be waived in whole or in part at FCM's sole option by notice to the Recipient.

Section 3.02. Conditions of Second Contribution. Subject to Section 6.01, FCM shall make a second Contribution in the amount of four thousand five hundred ten dollars (\$4,510) or fifty percent (50%) of the maximum Grant Amount by no later than the XX day of XX, 200X, provided that the following conditions are satisfied:

- (a) the prior Contribution has taken place;
- (b) the Recipient has maintained the authorizations referred to in subsection 3.01(a);
- (c) the Recipient has delivered to FCM, a paper and an electronic copy of a Final Report in accordance to the requirements of Schedule D – GMF Final

- Report Submission Requirements, and that describes the status of each of the conditions and terms listed in Part 1 of Schedule A, and FCM is satisfied with the completion of the Study;
- (d) the Recipient has delivered to FCM, by no later than ten (10) days prior to the requested date of Contribution, the Request for Contribution in the form of Schedule C; and
 - (e) the Recipient has delivered to FCM a summary of expenses, together with copies of supporting invoices and receipts, evidencing, in a manner satisfactory to FCM, that the Recipient has incurred Eligible Costs for the Study equal to or greater than two (2) times the requested Contribution. Also, if the Recipient is claiming an in-kind contribution on account of salaries, fees or remuneration as part of the Eligible Costs, the Recipient shall have delivered to FCM the documentation described in footnote no. 2 to Part 2 of Schedule A.

Each of the foregoing conditions is included for the benefit of FCM and may be waived in whole or in part at FCM's sole option by notice to the Recipient.

Section 3.03. Conditions of any Contribution. The obligation of FCM to make any Contribution shall also be subject to the conditions (a) that the representations and warranties confirmed or made in Article IV shall be true on and as of the date of the relevant Contribution with the same effect as though such representations and warranties have been made on and as of the date of such Contribution, and (b) that the Recipient is not in breach of any of the covenants contained in Article V. Each of the said conditions is included for the benefit of FCM and may be waived in whole or in part at FCM's sole option by notice to the Recipient.

ARTICLE IV

Representations and Warranties

Section 4.01. Representations and Warranties. The Recipient represents and warrants that:

- (a) it is a duly established municipal corporation incorporated under the laws of the Province of Nova Scotia and has the legal power and authority to enter into, and perform its obligations under, this Agreement and the Study;
- (b) this Agreement has been duly authorized and executed by it and constitutes its valid and binding obligations, enforceable in accordance with its terms;
- (c) neither the making of this Agreement nor the compliance with its terms and the terms of the Study 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 constitutional documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; and
- (d) 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 the Study and the Recipient's obligations under this Agreement.

ARTICLE V Particular Covenants

Section 5.01. Affirmative Covenants. The Recipient shall:

- (a) use the Grant only for the purposes described in Section 2.01; and
- (b) conduct the Study with due diligence and efficiency and in accordance with sound financial and business practices; maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Study and to conform to GAAP.

Section 5.02. Negative Covenants. Unless FCM shall otherwise agree in writing, the Recipient shall not:

- (a) use the Contributions for expenditures that are not Eligible Costs; or
- (b) make any material change to the Study.

Section 5.03. Continuing Information Requirements. The Recipient shall, at its cost, provide to FCM the following information, each in a form and substance satisfactory to FCM:

- (a) prompt notice of any changes to the first or the second Contribution dates provided in Sections 3.01 and 3.02. These dates may, in FCM's sole discretion, be extended;
- (b) prompt notice of any proposed change in the nature or scope of the legal status of the Recipient and of any event or condition which might materially and adversely affect the carrying out of the Study by the Recipient or the performance of its obligations under this Agreement;

- (c) prompt notice of any litigation or administrative proceedings, together with any written legal documents as FCM may request, before any court or arbitral body or other authority which might materially and adversely affect the Study or the ability of the Recipient to perform its obligations under this Agreement and the Study; and
- (d) such other information as FCM may from time to time by notice to the Recipient reasonably request.

**ARTICLE VI
Termination**

Section 6.01. Termination. FCM may, on not less than thirty (30) days prior notice to the Recipient, terminate this Agreement. If this Agreement is so terminated, the liability of FCM for any unadvanced portion of the Grant Amount shall be limited to an amount that, in the sole opinion of FCM, is a reasonable contribution for the Recipient’s partial performance of the Study to the date of termination.

**ARTICLE VII
Schedules**

Section 7.01. Schedules. As referred to in this Agreement, the following annexed Schedules form part of this Agreement:

Schedule A:

- Part 1 – Description of the Study (see definition of “Study” and Section 2.01)
- Part 2 – Description of Study / Plan Costs and Sources of Funding (see definition of “Eligible Costs” and subsection 3.01(b))

Schedule B: Form of Certificate of Incumbency and Authority (see subsection 3.01(e))

Schedule C: Form of Request for Contribution (see Section 2.03 and subsections 3.01(d) and 3.02(d))

Schedule D: GMF Final Report Submission Requirements (see subsection 3.02(c))

**ARTICLE VIII
Miscellaneous Provisions**

Section 8.01. Publications

- (a) The Recipient shall be the owner of the copyrights pertaining to the reports or other documents prepared, under the terms of this Agreement or of the Study, by or on behalf of the Recipient. However, the GoC and FCM have the

full right, free of all royalties or other charges, to publish or use, at any time or times, such reports and other documents, in whole or in part.

- (b) For this purpose, the Recipient undertakes to execute any document and to take all other actions that could be reasonably required of it to materialize the Recipient's rights to the reports and other documents prepared under the terms of this Agreement or of the Study, notably any clause of assignment and transfer of rights, including copyrights and other intellectual property rights.
- (c) The Recipient shall indicate a Copyright notice in at least one prominent place in the reports and other documents related to the Study, in the following manner:

Copyright © 200X, [Town of Annapolis Royal]

All rights reserved. No part of this publication may be reproduced, recorded or transmitted in any form or by any means, electronic, mechanical, photographic, sound, magnetic or other, without advance written permission from the owner.

- (d) The Recipient shall recognize and state in an appropriate manner, as approved by FCM, the support offered by GMF concerning the Study and the contribution of the GoC to the GMF. Unless the Recipient has received written notice to the contrary from FCM, the following shall be incorporated into the reports and other documents produced by the Recipient in connection with the Study:

This Study has been produced with the assistance of the Green Municipal Fund, a Fund 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 author(s), and the Government of Canada and the Federation of Canadian Municipalities accept no responsibility for them.

- (e) The provisions of Section 8.01 shall remain in force after the termination of the Agreement.

Section 8.02. Communication. The parties recognize the importance of having an agreed-upon communications approach to making public information on the Study and agree to cooperate in developing a communications strategy which shall be consistent with this Section. The Recipient shall provide information relating to the Study to the public and shall be responsible for replying to the public and media inquiries regarding the Study. Following the execution of this Agreement, the Recipient shall contact GMF's Community Liaison Manager at FCM to obtain

guidelines for the planning of communications and the respective roles of the Recipient and of FCM in the coordination and implementation of the communications strategy. The communications strategy will give suitable visibility to the Study and related technology and to the Recipient, and to GoC as the funder of GMF. The Recipient also agrees to cooperate in providing reasonable information on the Study to other interested parties. This may be most efficiently achieved through cooperation of the parties in developing fact sheets and related Study information. The provisions contained in this Section shall remain in force after the termination of this Agreement.

Section 8.03. Notices and Requests. Any notice, demand, request or other communication to be given or made under this Agreement to FCM or to the Recipient shall be in writing and may be made or given by personal delivery, by ordinary mail, by facsimile or by electronic mail addressed to the recipient as follows:

For the Recipient:

Town of Annapolis Royal
P.O. Box 310
Annapolis Royal, Nova Scotia
B0S 1A0

Attention: Ms. Amery Boyer
CAO

- telephone: 902-532-2043
- by facsimile: 902-532-7443
- by electronic mail: admin@annapolisroyal.com

For FCM:

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

Attention: Ms. Barb Gray
Project Officer

- telephone: 613-241-5221, ext. 302
- by facsimile: 613-244-1515
- by electronic mail: bgray@fcm.ca

Any notice, demand, request or other communications made or given by personal delivery shall be deemed to have been made or given on the day of actual delivery thereof, and if made or given by mail, on the 3rd day (excluding Saturday, Sunday and Statutory Holidays) following the deposit thereof in the mail, and if made or

given by facsimile transmission or by electronic mail, on the 1st day (excluding Saturday, Sunday and Statutory Holidays) following the transmittal thereof. If the party giving any notice, demand, request or other communications knows or reasonably ought to know of any difficulties with the postal system that might affect the delivery of mail, such notice, demand, request or other communications shall not be mailed, but shall be given by personal delivery, facsimile transmission or electronic mail.

Section 8.04. FCM's Limited Liability. FCM has executed this Agreement solely in its capacity as Trustee of the GMF and not in its individual capacity. Accordingly, recourse with respect to any liability or obligation of FCM in connection with this Agreement shall be limited only to the property and assets of the GMF and neither FCM nor any director, officer, employee or affiliate thereof shall have any personal liability therefor.

Section 8.05. Indemnification of FCM. The Recipient shall indemnify and save harmless FCM from and against all claims, demands, actions and costs, whatsoever that may arise out of the Recipient's performance of the Study and this Agreement or by reason of any matter or thing done by the Recipient, by members of the Recipient's Study team, or by their employees or agents, whether occasioned by negligence or otherwise. Such indemnification shall survive termination of this Agreement.

Section 8.06. 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 this Agreement or to make any recording, file any notice or obtain any consent.

Section 8.07. Amendment. Any amendment of any provision of this Agreement, including the Schedules, must be in writing and signed by both parties.

Section 8.08. Choice of Language. It is the express wish of the parties that this 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.

Section 8.09. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 8.10. 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 this Agreement shall be a Court of competent jurisdiction located in the Province of Ontario, City of Ottawa.

Section 8.11. Effectiveness. This Agreement shall continue in force until such time as FCM has received, and notified the Recipient of its satisfaction with, the Final Report referred to in subsection 3.02(c), or until this Agreement has been terminated in accordance with Section 6.01, whichever shall first occur.

Section 8.12. Successors and Assigns. This 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 this Agreement without the prior written consent of FCM.

Section 8.13. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names as of the date first above written.

TOWN OF ANNAPOLIS ROYAL

per: _____
Mr./Ms. XXXXXX, XXXXX

per: _____
Mr./Ms. XXXXXX, XXXXX
We have authority to bind the Recipient herein.

FEDERATION OF CANADIAN MUNICIPALITIES,
as Trustee of the Green Municipal Fund

per: _____
Mr. André Lambert, Deputy Director
Centre for Sustainable Community Development
I have authority to bind FCM herein

DRAFT

SCHEDULE A

Part 1: Description of the Study (see definition of “Study” and Section 2.01)

The Town of Annapolis Royal is actively involved in a broad-scale program aimed to enhance their community sustainability and that of the neighbouring County catchment area of approximately 9,000 people. The Town operates as a service centre for the County and the direction to move forward with sustainability community planning comes from the Town’s Environmental and Conservation Policy which states that “The Town of Annapolis Royal wishes to ensure that the development and servicing of land occurs in harmony with the natural environment.” The Town therefore wishes to engage the entire community in sustainable lifestyles that integrate environmental, cultural and economic values.

Even though the Town is small, it has many environmental initiatives underway, including a Zero Waste program, an Anti-Idling program, and the installation of ultraviolet disinfection system at the sewage treatment plant, and others. In addition, as a member of the Partners for Climate Protection (PCP) program, the Town wishes to embark on a program to reduce energy consumption and greenhouse gas (GHG) emissions. With these programs and other future projects being recommended, the Town recognizes the need to consolidate these activities into one guiding document.

A GMF grant is therefore being requested by the Town for the development of a “Back to the Future” - Sustainable Community Development Plan. A consultant will be engaged to review and assess the following components for incorporation into the Plan:

1. Energy Services

- Plan for the retrofit of Town Hall for greater energy efficiency
- Develop energy efficiency plan for other existing Town-owned buildings
- Complete PCP program Milestone 1 (creating GHG emission inventory and forecast) and make progress on Milestone 2 (setting an emissions reduction target)
- Review technological options and recommend direction for new energy efficient Public Works building and new outdoor public pool and bath house
- Explore the potential use of fuel cell technology to heat public and other buildings
- Plan for implementing conservation measures, and researching the use of renewable energy technologies for the municipalities heritage buildings (largest concentration in the Province of Nova Scotia per capita)
- Review options for tidal power use
- Consider the use of light emitting diode (LED) lights as a provincial pilot project to convert street lights to LED
- Review the use of EnerGuide, Energy Star and CanMOST for incorporation into the Town's purchasing policy
- Consider policy changes, such as changing the existing planning standards to reflect a strategy for climate change
- Incorporate of the existing public education strategy to reduce unnecessary idling of vehicles

2. Water Services

- Consider bylaw to require low flush toilets for all new construction/replacements
- Review Canada Mortgage and Housing Corporation's document entitled "Household Guide to Water Efficiency" to consider providing to all Water Utility clients
- Develop strategy to encourage residents and businesses to conserve water

3. Waste Management

- Plan for enhancements to the existing Zero Waste Program (to go beyond current achievement of 60% diversion rate)
- Develop a computer equipment disposal policy

4. Sustainable Community Development

- Inventory Brownfields and review remedial options to accommodate redevelopment in the Town's core

- Identify plan to achieve Partners for Climate Protection (PCP) Milestones
- Implement a population growth strategy which includes the development of a dwelling units per hectare policy

The Town plans to use real cost pricing/analysis and payback to determine a range of scenarios to achieve different environmental target levels. Through community consultations, the public will be informed of the various options, the effects or impacts of the outcomes to arrive at community based selection of suitable targets for air, water and soil quality for the short, medium and long term.

The Town of Annapolis Royal will coordinate and facilitate all aspects of this project, including stakeholder consultations. Since this tiny rural municipality is limited in both staff and financial resources to undertake many of the workplan components identified above, the Town will receive in-kind assistance from many partners, including Nova Scotia Power Incorporated, Environment Canada, Nova Scotia Community College Centre of Geographic Sciences, Annapolis Heritage Society, and the Clean Annapolis River Project (CARP). The in-kind work provided by the partners is considered in-eligible GMF costs. Eligible costs are associated with the work being performed by a consultant for the review of options, providing recommendations and development of the Plan document.

- A. The Study will proceed as per the description above and with the following conditions from the GMF Council:
- B. The Final Report shall be completed and submitted in accordance with the Schedule D - *GMF Final Report Submission Requirements*.

Schedule A

Part 2: Description of Costs and of Sources of Funding

(see definition of “Eligible Costs” and subsection 3.01(b))

Summarize the Study / Plan total costs¹ as follows:

| | Description | Amount |
|--|---|-----------------|
| Eligible Cost Items | | |
| <i>Consultant fees for the review, assessment and development of the following::</i> <ul style="list-style-type: none"> • Energy Efficiency Plan for Town-Owned Buildings • Smart Growth Policies • Solid Waste Management Plan • Brownfield Management Plan | | \$16,400 |
| | Subtotal – Eligible Costs | \$16,400 |
| Allowable In-Kind Contribution | | |
| Services from the Town’s CAO, Planner and GIS Technician | | \$1,640 |
| | Subtotal – Allowable In-Kind Contributions² | \$1,640 |
| | Total Eligible Costs¹ | \$18,040 |
| Ineligible Cost Items | | |
| | Total Ineligible Costs | \$0 |
| | Study / Plan Total Costs | \$18,040 |

1. The expenditures claimed are subject to audit by FCM near completion of the Study. The amounts contributed by the GMF may vary as a consequence. No expenditure incurred prior to **November 20, 2006** is permitted to be included as an Eligible Cost
2. The following criteria were developed to help FCM determine whether to accept an application by the Recipient to have an in-kind contribution on account of salaries, fees or remuneration included as an Eligible Cost. The value of the Project’s total in-kind contributions on account of salaries, fees or remuneration cannot exceed **10% of the total Eligible Costs** (Note: the value of such accepted in-kind contributions shall be included in determining the value of the total Eligible Costs.).

| |
|---|
| For MUNICIPAL LEAD APPLICANT |
| Time directly applied to the Project by an employee of the Municipal Recipient, who is a professional or technical personnel employee. |
| To claim this in-kind type of contribution, the Recipient must submit to FCM: |



- 1) A letter from the Recipient's Chief Administrative Officer confirming and detailing such employee's:
 - Level/title;
 - Remuneration (actual salary and benefits);
 - Number of hours worked directly on the Project;
 - A description of such work; and
 - The monetary amount being claimed for the inclusion of such in-kind contribution as an Eligible Cost.
- 2) Each such employee's time sheet.

GMF Funding Percentage Table

| Description | Total Funding Requested | Funding % of Eligible Costs |
|-------------|-------------------------|-----------------------------|
| GMF Grant | \$9,020 | 50% |

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Sources of Funding³ Table

| Source ³ | Source Name | Description/Notes | Amount | Date Committed |
|-------------------------------|-------------------------|-------------------|-----------------|---|
| Municipal ³ | Town of Annapolis Royal | Financial | \$7,380 | XXX  |
| | Town of Annapolis Royal | In-Kind | \$1,640 | XXX  |
| Green Municipal Fund | Green Municipal Fund | GMF Grant | \$9,020 | December 14, 2007 |
| Study/Plan Total Costs | | | \$18,040 | |

3. For each funding source listed, you must submit evidence of the intended financial contribution.

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Schedule B

Form of Certificate of Incumbency and Authority

(see subsection 3.01(e))

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities

24 Clarence Street

Ottawa, Ontario

K1N 5P3

Attention: Ms. Barb Gray

Project Officer

Ladies and Gentlemen:

Re: Green Municipal Fund – Study no. 9525 Agreement dated X 200X (“Agreement”) between the Federation of Canadian Municipalities (as Trustee/Donor) and the Town of Annapolis Royal (“Recipient”)

Certificate of Incumbency and Authority

I, the undersigned XXXX of the Recipient, with the authority of its municipal Council hereby certify that the following are the names, offices and true specimen signatures of the persons each of whom will, and shall continue to be (until you receive authorized written notice from the Recipient that they, or any of them, no longer continue to be) authorized:

- to sign on behalf of the Recipient the Requests for Contributions provided for in the Agreement;
- to sign the certificates provided for in the Agreement; and
- to take, do, sign or execute in the name of the Recipient, any other action required or permitted to be taken, done, signed or executed under the Agreement and under any other agreement to which you and the Recipient are parties:

| <u>No.</u> | <u>Name</u> | <u>Specimen Signature</u> | <u>Office</u> |
|------------|-------------|---------------------------|---------------|
| 1. | | _____ | |
| 2. | | _____ | |

Yours truly,
Town of Annapolis Royal
per: _____

XXXX

I have authority to bind the Recipient herein

Schedule C

Form of Request for Contribution

(see Section 2.03 and subsections 3.01(d) and 3.02(d))

[LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

Federation of Canadian Municipalities
24 Clarence Street
Ottawa, Ontario
K1N 5P3
Attention: Ms. Barb Gray
Project Officer

Ladies and Gentlemen:

**Re: Green Municipal Fund – Study no. 9525
Agreement dated X, 200X (“Agreement”) between the Federation of
Canadian Municipalities (as Trustee/Donor) and the Town of Annapolis
Royal (“Recipient”)**

Request for Contribution no.: _____

1. All terms defined in the Agreement shall have the same meanings herein and all references herein to Articles, Sections and subsections are to those Articles, Sections and subsections of the Agreement.
2. The Recipient hereby requests a Contribution, on or before _____, 200X, of the following amount, in accordance with the provisions of Section 2.03 and subsection 3.01(d) OR 3.02(d) OR 3.03(d);

\$ _____

The Recipient requests that such amount be paid to:

Name of Bank:
Address of Bank:
Telephone no. of Bank:
Bank no.:
Transit no.:
to the credit of Recipient's Account no.:

Provided that if this is not the first Contribution, the Recipient hereby acknowledges having received from you the following prior Contribution(s): .

Contribution no. 1 on _____, 200X of \$ _____
Contribution no. 2 (if applicable) on _____, 200X of \$ _____.

3. The Recipient hereby certifies as follows:

- (a) the Recipient has obtained and maintained in good standing, all appropriate authorizations, including any necessary by-law or resolution passed by the Recipient's Council and any necessary authorization from the Government of the Province of Nova Scotia for undertaking the Study and receiving the Grant;
- (b) each of the Sources of Funding as described in Part 2 of Schedule A has contractually agreed on the nature and the amount of its funding and all such funding that is due at the date of this Request has been received by the Recipient;
- (c) the representations and warranties confirmed or made in Article IV shall be true on and as of the date of the requested Contribution with the same effect as though such representations and warranties have been made on and as of the date of such Contribution;
- (d) the Recipient is in compliance with the covenants contained in Article V;
- (e) the proceeds of the Contribution hereby requested will be applied exclusively for Eligible Costs in accordance with the Grant purpose specified in Section 2.01; and
- (f) provided that this is not the first Contribution, the prior Contribution(s) has/have been entirely used by the Recipient for Eligible Costs in accordance with the Grant Purpose specified in Section 2.01 within six (6) months following the date of (each) such prior Contribution.

4. The certifications in paragraph three (3) above are effective as of the date of this Request for Contribution and will continue to be effective as of the date of Contribution. If any of these certifications is no longer valid as of or prior to the date of the Contribution hereby requested, the Recipient will immediately notify FCM.

Yours truly,
Town of Annapolis Royal

by _____
Authorized Representative*

*As named in the Recipient's last Certificate of Incumbency and Authority

Schedule D

GMF Final Report Submission

(see subsection 3.02(c))

Green Municipal Fund (GMF) Detailed Study Reports

Purpose of Report Requirements

The goal of the Green Municipal Fund (“GMF”) is to support studies to assess the technical, environmental and/or economic feasibility of innovative environmental infrastructure projects. It is hoped that by providing such support, a greater number of innovative environmental infrastructure projects will be undertaken by municipal governments and their partners.

Recipients of GMF grants are required to submit a final Detailed Study report to the GMF as a condition of their final disbursement request. Where applicable, these reports should correspond to the reporting requirements laid out in this document.

The GMF reporting requirements are designed to facilitate the development of innovative environmental infrastructure projects based on the results of GMF studies by asking grant recipients to provide specific information in their detailed Study reports that demonstrates exactly how the option deemed feasible by the study (or the preferred option in the case of multi-option studies) can be implemented.

This document describes the GMF reporting requirements for GMF funded detailed feasibility studies. It presents instructions and an outline for completing the report required by the GMF Grant Agreement.

Submission of Reports

GMF grant recipients must enclose *final* copies of the Detailed Study reports in both hard (paper) and soft (electronic) formats with their final request for disbursement. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms such as “draft” or “for internal use only”, will not be accepted by GMF.

Recipients must enclose at least one hard copy of the final report, including all attachments and appendices, appropriately bound with protective cover and backing. Additionally, an electronic copy of the report, including all attachments and appendices, must be submitted in Portable Document Format (PDF) with searchable text functionality. If a recipient does not have the capacity to create PDF documents in-house (typically using Adobe Acrobat software), there are numerous firms that can provide a commercial service at reasonable costs to meet this requirement.

Report Contents

Because of the wide range of study types funded by the GMF, the GMF does not stipulate a required overall document structure for final reports. Instead, the GMF requires that certain specific information demonstrating exactly how the preferred option(s) can be implemented be included in the report. This information should be presented in sections with clearly marked titles. The sections are:

1. Financing and Implementation Plan for the Preferred Option(s), (if applicable) and
2. Expected Environmental Benefits of the Preferred Option(s).

The intention is that these sections should present municipal council members, potential project financing organizations (such as banks, and provincial and federal government programs like the GMF), and other stakeholders with a solid foundation of information that will aid them in future decisions regarding the implementation of the preferred study option as an actual physical project.

1. Financing and Implementation Plan for the Preferred Option (if applicable)

In this section, the recipient must determine and propose a Financing and Implementation Plan that describes how the municipality could implement the preferred study option. This plan should be complete enough to form the basis of a future formal council recommendation to implement the option.

A. Description of how the project will be financed

The following are a few of the important issues that need be addressed in a project financing plan:

Who is expected to be financing the project?

- Municipality
- Private Sector
- Partnership
- Other provincial or federal government programs (such as the GMF)
- Other (describe)

If municipal or partnership funding, how are the costs being covered?

- Operations Budget (lease, operational savings, etc.)
- Capital Reserve
- Debt
- Other (describe)

If debt, what are the details of:

- Repayment (property tax, user fees, etc.)
- Debt Structure (term, rate, lending institution, etc.)

If private sector financing:

- What is the partnership structure?
- What connection(s) exist between the municipality and the private sector partner?

Potential Economic Benefits of the Project

- Potential operating cost savings (labour, utilities, etc.)
- Potential capital cost savings (i.e. how this project saves money by differing or avoiding other projects)
- Potential economic spin-offs (such as jobs created, multiplier effects, upstream or downstream effects, etc.)
- Others (describe)

B. Description of the political framework for the project

This subsection should contain descriptions of the presence or absence of targets, action plans, by-laws or any other formal or informal programs or initiatives at the municipality that may affect the project. These may include:

Municipal environmental performance

- Past performance
- Existing innovative environmental infrastructure
- Legislated or non-legislated goals or targets
- Other indicators (describe)

*Potential political barriers/bottlenecks to the project **and** how the barriers/bottlenecks could be overcome*

- Demonstrated council or public resistance to innovation
- Upcoming elections
- Issues specific to the project (land availability, zoning, etc.)
- Timing of the council recommendation
- Other barriers (describe)

How the project fits into existing municipal plans and objectives

- Long term infrastructure requirements/plans of municipality
- Development plans
- Sustainability commitments/plans
- Others (describe)

Based on the information in the financing plan and the political framework subsections, some proponents may wish to submit a recommendation to their councils. The recommendation may be of the form:

It is recommended that:

1. The report [*title*] be received.
2. That the project be financed as indicated in section *XX.X.X* of the report.
3. [*Any other recommendations regarding the project that are included in other areas of the report*]
4. etc.

2. Expected Environmental Benefits of the Preferred Option

In this section, the recipient must describe the net environmental benefits of the project. To do this, it must be demonstrated that the environmental effects (both positive and negative) of both the project and the baseline systems have been considered using a Life Cycle Approach as described below. Recipients are encouraged to contact their GMF Project Officer should they have any questions about completing this section of the report.

In this section, recipients are required to:

- A. Summarize the study goal(s) and compare the options being studied in a summary table,
- B. Provide more detailed information on the project system of the preferred study option,
- C. Provide more detailed information on the baseline system of the preferred study option, and
- D. Calculate the projected net environmental benefits of the preferred study option.

Descriptions of these requirements are provided below.

A. Summary of the study goal(s) and comparison of the study options

This subsection must contain a brief narrative description of the study and project goals including:

Study goal

- Describe the overall study goal. This may be to assess the technical, environmental and/or economic feasibility of an innovative environmental infrastructure project (e.g. to determine if producing green power for sale to the provincial power authority is economically feasible).
- Note: the study goal may not necessarily be an environmental goal (it may be technical or economic, as in the above example).

Primary environmental benefit of the preferred option

- Describe the environmental goal of the preferred option if the physical project is implemented.
- This may be along the lines of “lower GHG emissions from capturing and destroying landfill gas” and is potentially different from the study goal, above.

Secondary environmental benefits of the preferred option

- Describe any expected secondary environmental benefits of the preferred option if implemented.
- These are other positive effects the project may have on water, soil, the atmosphere or climate.
- For example, a recycling program may have the primary benefit of reducing the amount of municipal solid waste landfilled, but its secondary benefits could be improved groundwater quality through reduced leachate from the landfill, reduced Greenhouse Gas emissions from the landfill, reduced societal reliance on primary resources, increased community awareness of environmental issues, etc.

B. Description of Project System

This subsection must describe the environmental impacts (both positive and negative) of the preferred study option. This includes the following:

Identify main project elements

- Describe the project systems, including the main project elements.
- What are the production levels of the system (e.g. sq. feet of building space heated, m³ of water processed, total vehicle kilometres traveled, etc.)
- Be sure to include any elements that contribute to the environmental benefits defined above.

Identify mass & energy inputs/outputs for each element (including units)

- For example, a landfill gas flare would have a certain mass of methane as input and a certain mass of carbon dioxide as output, both measured in kg.
- Note: expected results should be calculated in units of measure (such as litres, kilograms, meters, etc.), rather than in intensities (such as kg of CO₂e per year).

C. Description of Baseline System

This subsection must describe the system to which the project is being compared (the baseline):

Define the baseline systems

- For the purposes of the GMF, there are 2 types of baselines: alternative and generational.

An alternative baseline is:

- The technology, process or system that is to be displaced, through retrofit or avoidance.
- This may be the existing infrastructure that would be replaced by the project, or if nothing currently exists it would be the industry standard technology, process or system.

A generational baseline is:

- The previous version of the technology, process or system that is being introduced by the project.
- In other words, an earlier (possibly out-dated or less efficient) version of the technology, process or system.

Identify main baseline elements

- Describe the baseline systems, including the main baseline elements.
- What are the production levels of the baseline (e.g. sq. feet of building space heated, m³ of water processed, total vehicle kilometres traveled, etc.).

Identify mass & energy inputs/outputs for each element (including units)

- As above.

D. Net Environmental Benefits of the Preferred Option

This subsection must describe the anticipated environmental results of the preferred option if implemented.

Describe the expected energy and mass flow changes from baseline to project

- Subtract the project emissions and energy use from the baseline emissions and energy use to obtain the difference
- The environmental benefit of the project is simply the amount of pollutant emitted by the baseline (usually, the amount of pollutant currently being emitted) minus amount that will be emitted by the project
- Be sure to account for all impacts and benefits in this description.

Describe potential environmental benefits outside project boundaries

- Some projects may change the amount of pollutants emitted or resources used by some third party, and this should be described and estimated here.
- For example, an alternative energy project would need to use appropriate emissions factors to calculate the amount of GHG reduced by displacing power from coal-fired generating stations. Many other industries have similar published emissions factors or other “rule of thumb” type guidelines for calculating emissions due to their products or services.

Present a Study Options Summary table

- Present a summary table containing expected environmental data for the preferred study option.
- If the study was conducted in order to determine the most feasible option out of a range of possibilities, the expected environmental benefits of all the options studied should be summarized in this table.

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