

Municipal Council Meeting Agenda

Tuesday, March 22, 2022 – 9:00 a.m.

MODL Council Chambers – 10 Allée Champlain Drive, Cookville

Via Video/Audio Conferencing

- 1. Call to Order**
 - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. Announcements, Acknowledgements, Recognition**
 - 2.1 Presentation of 50 Year Service Awards
Mike Mulock, Ed Mulock, and James Wamboldt
- 3. Approval of Agenda (as circulated)**
- 4. Approval of Minutes – March 8, 2022**
- 5. Business Arising from Minutes**
- 6. Awarding of Tenders/RFPs - Nil**
- 7. Presentations/Scheduled Times**
 - 7.1 Seniors Safety Partnership Society, David Murdoch 9:15 a.m. 1-6
- 8. Consideration of Correspondence - Nil**
- 9. Recommendations from Committees & Boards**
 - 9.1 Policy & Strategy Committee..... 7**
 - 9.1.1 Approval of Amendments to MODL Policy 049 Property Tax Rebate 8-18
 - 9.1.2 Approval of Amendments to MODL Policies 067, 068 &
First Reading of By-law 031 19-57
 - 9.1.3 Clean Energy Financing Program Renewal 2022-2023 58-59
 - 9.2 Internal Transportation Committee**
 - 9.2.1 Letter of Support re Restructuring of Senior Wheels Association..... 60
- 10. Staff Reports**
 - 10.1 Administration Department**
 - 10.1.1 Emergency Assistance Funding – Round 4 61-64
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 - 10.2.2 Sponsorship Ad Grant – Hinchinbrook Farm 68-69
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10.3 Planning & Development Department

10.3.1 Fire Inspection Agreement with Bridgewater 72-73
10.3.2 Pre-budget Approval for two Planner 1s – 18 Month Term 74-76
10.3.3 Surplus Vehicle – 2011 Ford Escape..... 77

11. Mayor’s/Deputy Mayor’s/Councillors’ Matters

- 11.1 MJSB Update
- 11.2 Deputy Mayor’s Update
- 11.3 Mayor’s Update

12. Added Items

13. In Camera

- 13.1 Lang Negotiations re Osprey Village under Section 22(2)(a) of the MGA

14. Adjournment

Council
Item: #7.1
Date: March 22, 2022
Authorization: T. MacEwan

Lunenburg County Seniors' Safety Program



A project of Lunenburg County
Seniors' Safety Partnership Society

Lunenburg County Seniors' Safety Program

Increased Demand

- COVID
- Home visits
- Fraud
- Abuse
- P/T position ended Dec 2021



Lunenburg County Seniors' Safety Program

Require Increased Funding

- Support increased demand
- Provide stability
- Retain staff
- Reduce burnout
- Support policing



Lunenburg County Seniors' Safety Program

Current budget

- \$25k NS / \$27k councils / \$5k UW

This budget = reduced staff hours

Proposed budget

- \$25k+\$25k NS /
\$47.5k councils / \$8.4k UW



Lunenburg County Seniors' Safety Program

Lunenburg County
SENIORS'
Safety Program



Let's do it together!

Lunenburg County
SENIORS'
Safety Program



Thank you for your support.
902-543-3567



Municipality of the District of Lunenburg

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March 15, 2022

To Her Worship, Mayor Bolivar-Getson, and Councillors
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors:

The Policy & Strategy Committee, in session on Tuesday, March 15, 2022, made the following recommendations to Council:

1. That Municipal Council approve the proposed amendments to MODL Policy 049 Property Tax Rebate and hereby gives seven (7) days' notice of its intention to approve the proposed amendments at the March 22, 2022, Council meeting and further, that Municipal Council approve Option #4, for the income threshold and rebate amounts.
2. That Municipal Council approve the proposed amendments to MODL Policy 067 PACE Program Clean Energy Upgrade Standards and MODL Policy 068 PACE Program lending Rate at 2%, and hereby gives seven (7) days' notice of its intention to approve the proposed amendments at the March 22, 2022, Council meeting.
And
That Municipal Council approve the amendments to By-law 031 Property Assessed Clean Energy Program, as presented, and conduct First Reading of same, and gives notice of Second Reading on April 26, 2022.
And
That Municipal Council approve amendments to the CEF Customer Agreement, PACE Program Maximum Per Customer Financing Cap, and the Annual PACE Financing Ceiling, as presented, with a review of the program every two years, and report back to Council.
3. That Municipal Council renew its contract with Clean Foundation for another 1-year term 2022-23 for the continued delivery of the Clean Energy Financing Program to MODL homeowners.

Respectfully submitted,

Chairperson and Members
Policy & Strategy Committee



Municipality of the District of Lunenburg

Request for Decision

Report to: Policy and Strategy Committee
Submitted by: Elana Wentzell, Director of Finance
Date: March 15, 2022
Re: Proposed Revisions MDL-49 Property Tax Rebate Policy

Recommendation

That the Policy and Strategy Committee recommend that Municipal Council approve the proposed amendments to MODL Policy 049 Property Tax Rebate and hereby gives seven (7) days' notice of its intention to approve the proposed amendments to MODL Policy 049 at the March 22, 2022 Council meeting.

AND

That the Policy and Strategy Committee recommend that Municipal Council approve Option # ____, for the income threshold and rebate amounts.

Executive summary

The Property Tax Rebate Program is one of the ways that Council supports low-income homeowners by granting a property tax rebate based on household income. The current policy allows for a rebate of up to \$500 for those households with incomes of less than \$29 999.

It has been three years since these amounts have been updated. Based on discussion at the February 15, 2022 Policy and Strategy Committee meeting, staff have proposed several revised options presented for consideration (below). As well, the following policy revisions are also recommended:

- The policy language has been revised to make it more accessible to better meet the needs of the residents by removing program access barriers.
- The rebate schedule and income thresholds have been removed from the policy so they can be updated annually during budget deliberations without updating the policy itself.

- The rebate amount and the income threshold will be increased annually by CPI and presented to Council in the annual budget deliberations
 - The application form has been removed from the policy to allow staff make changes to the application form as needed to distribute and process the applications more efficiently.
 - Proof of household income will now be required to assist staff’s review process.
 - The pro-rating of rebates based on the budget has been removed.
 - A procedure to enable the Treasurer to approve budget overages and report same to Council has been added.

Discussion

The language and format of the Policy do not meet accessibility requirements and the proposed changes will align with MODL’s commitment to accessibility.

The income threshold and rebate amounts will now be annually updated by Nova Scotia CPI to ensure they are current and better reflect the changing economy.

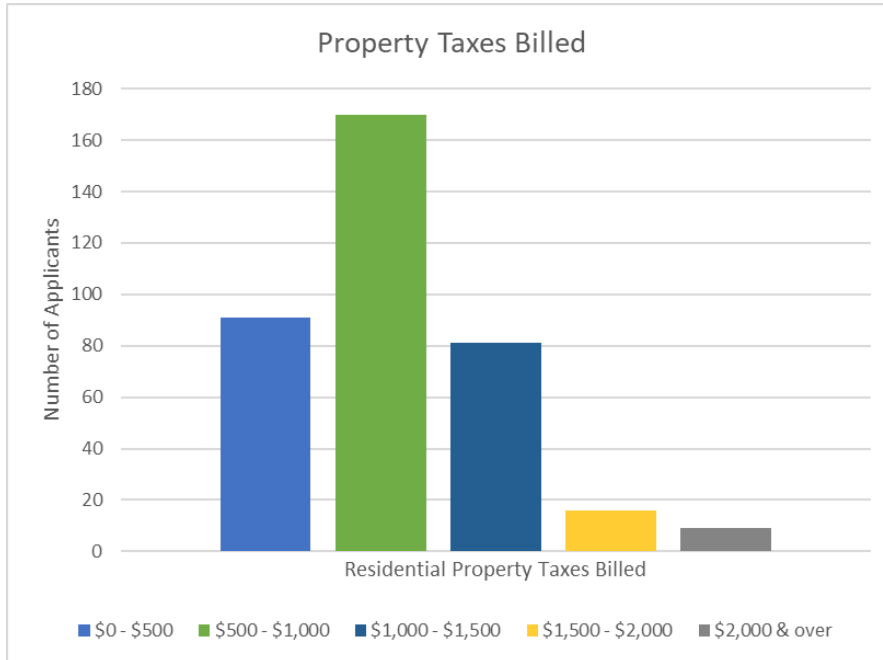
The proof of income requirement follows best practice from other Municipal low-income policies. This enables staff to quickly assess the application without any follow up with applicants who appear to have errors and or omissions on the application form.

Staff reviewed other Municipal Units’ policies for comparison purposes. MODL provides a sliding scale rebate that moves with income levels, some other units have one rebate amount with a maximum income threshold. Applying CPI to MODL’s rebate amounts are shown below. The options section contains discussion pertaining to income thresholds and budget implications. Please note that Kings County has the highest maximum income threshold of \$38,000 (updated for 2022).

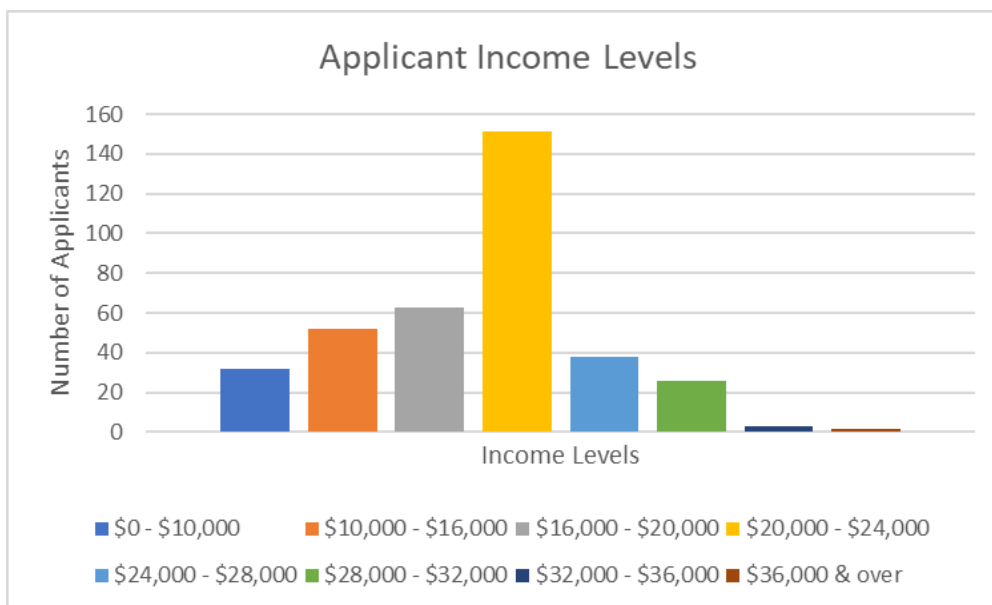
MODL Proposed	Chester	Region of Queens	Annapolis	Kings
Income Range TBD	Income <\$16,208	Maximum rebate of \$250 for applicants with household incomes below \$24,624	Maximum rebate of \$350 for applicants with household incomes below \$27,000	Maximum rebate of \$316 for applicants with household incomes below \$38,000
Maximum Rebates \$106 to \$530	Rebate up to: \$771			
	\$16,208 - \$20,221 Rebate up to: \$462			
	\$20,221 - \$27,204 Rebate up to: \$309			

Alternatives & Budget Implications

Staff analyzed the existing application data. Most applicants have property tax bills between \$500 to \$1,000. The maximum rebate will be fully utilized by many of the applicants. For those with tax bills under \$530, if they qualify, their entire tax bill, including area rates, will be paid in full.



The majority of applicants have household income levels below \$24,000. Staff considered this when determining the income level threshold options.



The current and proposed options are shown in the tables below. The 2022/23 budget for the property tax rebate will be adjusted based on the Committee’s recommended Option.

Current Schedule - Budget \$88,400		
Household Income	Rebate Value	
under	\$9,999	\$500
\$10,000 to	\$14,999	\$400
\$15,000 to	\$19,999	\$250
\$20,000 to	\$24,999	\$150
\$25,000 to	\$29,999	\$100

Original Option CPI on rebate and income threshold		
Household Income	Rebate Value	
under	\$10,599	\$530
\$10,600 to	\$15,899	\$424
\$15,900 to	\$21,199	\$265
\$21,200 to	\$26,499	\$159
\$26,500 to	\$31,799	\$106

Budget Estimate \$95,000

Option 1 - increase minimum & maximum threshold		
Household Income	Rebate Value	
under	\$15,999	\$530
\$16,000 to	\$19,999	\$424
\$20,000 to	\$24,999	\$265
\$25,000 to	\$29,999	\$159
\$30,000 to	\$38,000	\$106

Budget Estimate \$127,000
(existing applications plus \$10,000 new applications)

Option 2 - reduced categories from 5 to 4		
Household Income	Rebate Value	
under	\$15,999	\$530
\$16,000 to	\$19,999	\$424
\$20,000 to	\$27,999	\$265
\$28,000 to	\$38,000	\$106

Budget Estimate \$130,000
(existing applications plus \$10,000 new applications)

Option 3 - reduced categories from 5 to 3		
Household Income	Rebate Value	
under	\$19,999	\$530
\$20,000 to	\$29,999	\$265
\$30,000 to	\$38,000	\$106

Budget Estimate \$137,000
(existing applications plus \$10,000 new applications)

Option 4 - capture majority of low income in highest rebate category		
Household Income	Rebate Value	
under	\$23,999	\$530
\$24,000 to	\$29,999	\$265
\$30,000 to	\$38,000	\$106

Budget Estimate \$171,000
(existing applications plus \$10,000 new applications)

An increase in the cost of the program can be funded through general tax revenues and will be incorporated in the forecasting in the 5-year Financial Strategy model when Council is deliberating the Operating Budget.

Alternatively, the Policy could remain unchanged, or staff could be directed to make further revisions.

Communication Strategy

The low-income rebate policy is mailed to all qualifying applicants from the prior year and any organizations that deal with those who may be low income. This organization list has been recently expanded with information received from the United Way. As well, the updated policy information will be posted on the Municipal webpage, social media accounts, in upcoming newsletters and printed on the back of the interim tax bill.

Conclusion

The policy revisions align with Council's Strategic Plan and commitment to accessibility, it meets Council's objective of making life affordable and allows staff to handle the applications more efficiently.

Department:

Report Prepared By: Elana Wentzell

Date: 2022-03-02

Report Approved By:

Date:

Reviewed By CAO:

Date:

Municipality of the District of Lunenburg Council Policy

Title: Property Tax Rebate Policy	
Policy No. 049	Legislative Authority: Get Dept to recommend
Effective Date: July 14, 2009	Amended Date: April 14, 2015, Nov. 10, 2015, Jan. 22, 2019, Oct. 22, 2019, Sept. 22, 2020, May 25, 2021

PURPOSE

- 1 The Council of the Municipality of the District of Lunenburg hereby adopts the following Policy respecting the ~~Property Tax Rebate~~ for the purpose of this policy for providing compassionate property tax relief for low income property tax payers residing in their own principal residences. [amended Nov. 10, 2015]

TITLE

- 2 This policy is entitled the "Property Tax Rebate Policy" [amended Nov. 10, 2015].

DEFINITIONS

- 3 (1) **Excluded Income** means a War Veterans Allowance Act income or income from the *Pension Act* (Canada). The Pension Act (Canada) is not the Canada Pension Plan or Old Age Security, but it is a Pension for members of the Armed Forces who have been disabled or their dependents.
- (2) **Income** means a person's total gross income (total income before deductions) from all sources for the calendar year preceding the fiscal year of the Municipality of the District of Lunenburg excluding any allowances paid pursuant to the *War Veterans Allowance Act* (Canada) or Pension paid pursuant to the *Pension Act* (Canada) and includes the income of all assessed owners, their spouse(s), including common law spouses residing at the property and all owners defined in section 3(3) residing at the property. [amended Nov. 10, 2015]
- (3) **Owner** includes:
- (a) the person assessed for the property;
 - (b) a person who holds title including a part owner, joint owner, tenant in common, or joint tenant of the property;
 - (c) a person having the care or control of the property through adverse possession; and
 - (d) a person with a life interest in the property.
- (4) **Principal Residence** includes the ordinary place of residence of an owner who is in a hospital or nursing care facility, unless that person has not slept at the property for a period of two (2) years or more, or ~~unless~~ the property has been rented to paying tenants, in either of which events, the property ~~shall~~ **will** be deemed to cease being the owner's ordinary place of residence.

- (5) Taxes means residential property taxes and any applicable area rates excluding property improvement charges, ~~finances, liens and other charges on the account.~~ [amended Jan. 22, 2019]
- (6) Treasurer includes persons authorized by the Treasurer.

EXEMPTION

4 (1) The Municipality of the District of Lunenburg hereby grants on an annual basis a rebate from taxation, operating as a reduction in the taxes otherwise payable to the Municipality of the District of Lunenburg in respect of a property subject to sections 4 and 5. ~~herein.~~ [amended April 14, Nov. 10, 2015 & Jan. 22, 2019]

(2) The rebate ~~shall~~ will only apply to owners who occupy the property as that owner's principal residence. [amended Nov. 10, 2015]

(a) Applications ~~can~~ may be made on behalf of a deceased property owner if the property owner received the property tax rebate in the previous fiscal year. [amended Oct. 22, 2019]

(3) Where a property is assessed to more than one owner other than persons whose income is included in the calculation of income pursuant in relation to this Policy, any who are entitled to a rebate may receive only the portion of the rebate equal to that person's share of the assessment for the property, but where the different interests are not separate, then to that portion determined by the Treasurer, whose determination is final. [amended Nov. 10, 2015]

(4) Notwithstanding ~~Despite~~ any other provision of this Policy,

(a) The maximum rebate amount ~~shall~~ will be scaled based on income and approved as part of annual budget deliberations. ~~on the following table.~~ The rebate and household income threshold will be adjusted annually by NS CPI (All items) beginning in April 2022.

Household Income	Maximum Rebate value	Maximum percentage of bill
under \$9,999	up to \$500	100%
\$10,000 - \$14,999	up to \$400	100%
\$15,000 - \$19,999	up to \$250	100%
\$20,000 - \$24,999	up to \$150	100%
\$25,000 - \$29,999	up to \$100	100%

[amended April 14, Nov. 10, 2015 & Jan. 22, 2019]

(b) ~~In any fiscal year in which where the total rebate value from qualified applicants exceeds the budgeted amount for the tax rebate, the rebate amounts shall will be pro-rated to match the budgeted amount.~~ [amended April 14 & Nov. 10, 2015]

(c)(b) Council will set the total rebate budget each year by motion. [amended April 14 & Nov. 10, 2015]

(c) The Treasurer can approve rebates for qualified applicants that exceed the approved budget when those approvals do not exceed 10% of the total rebate budget. Council will be notified of such approvals.

(5) In order to be eligible for a rebate, the property owner shall will submit to the Treasurer a Statutory Declaration Certification of household income in the form attached hereto by no later than August 1 of the fiscal year. for which, sought The required Statutory Declaration Certification must be completed and processed each year. contains a statement of income, which must be provided before the application for property tax rebate can be considered. [amended April 14 & Nov. 10, 2015 & May 25, 2021]

(a) Late applications will be considered only after the regular review of those applicants that submitted an application on time. Late applications will be subject to annual budget constraints as set out in Section 4(4)(b) [amended Sept. 22, 2020]

(6) Documentation for proof of income is required for all persons living in the household. A copy of the previous year's Notice of Assessment from Canada Revenue Agency for each household member is required to be attached to the application. Failure to supply household members' Notices of Assessment shall render the application ineligible. The Treasurer may ask for documentary verification of income from any source or confirmation of income from third parties. The Treasurer may can reject an application, which where in the Treasurer's opinion, is not adequately verified or substantiated. [amended April 14, 2015]

(7) All decisions made by the Treasurer relating to this Policy and its application are final.

ENFORCEMENT CHARGES NOT EXEMPTED

5 Notwithstanding any other provision of this Policy, no rebate is conferred from can be applied to any obligations to remedy unsightly or dangerous premises or any other infractions against a statute, regulation or by-law, whether Municipal, Provincial, or Federal and any charges imposed upon a property arising from enforcement of such provisions shall will not be subject to a tax rebate authorized by pursuant to this Policy. [amended Nov. 10, 2015]

Clerk's Annotation for Official Policy Book

Date of Adoption: July 14, 2009

Date of Notice to Council Members of Intent to Consider Amendments (7 days' notice) _____

Date of Passage of Amendments _____

I certify that this *Property Tax Rebate Policy* – (049) was adopted and amended by Council as indicated above.

Municipal Clerk

Date

The following two pages will be severed from the policy.



**The Municipality of the District of Lunenburg
Certification
Deadline for Applications – August 1, 20_____**

I, _____

of (civic address) _____

Assessment Account Number _____ Telephone Number _____

1. In Municipality of the District of Lunenburg, in the Province of Nova Scotia, do certify that:
2. I live ~~in the property~~ at the above civic address ~~for which the property tax rebate is being applied.~~ or I am making application on behalf of a deceased property owner who received the property tax rebate in the prior fiscal year.
3. ~~The information in the Statement of Income is true and correct.~~
4. The total income from last year of all owners and their spouse (including common law spouse) living at the property excluding *War Veterans Allowance Act* (Canada) or pension paid pursuant to the *Pension Act* (Canada) is less than \$29,999.
5. The following are the owners and their spouses (including common law spouses) living at the property:

6. The total income from last year of the persons listed in paragraph 4 is included on the Statement of Income
7. I consent to the Municipality of the District of Lunenburg carrying out such inquiries as it deems necessary in order to assess my claim and I agree that the Municipality of the District of Lunenburg has my authorization and consent to obtain information from any third party source whatsoever and I will execute any necessary documentation required in order to disclose information to the Municipality of the District of Lunenburg.
8. I understand that Municipal Council will determine the actual amount of the rebate for the year after all the applications have been received and reviewed. **[amended Nov. 10, 2015]**
9. **AND** I make this certification **in good faith** ~~conscientiously~~ believing ~~it the same~~ to be true and knowing that has the same force and effect as if made under ~~my~~ oath and by virtue of the *Canada Evidence Act*.

Signature (property owner/representative)

Signature (property owner/representative)



Statement of Income

for the calendar year ending December 31, 20 ____.

	Name:	Name:	Total
Employment Income			
Canada Pension Plan Income			
Old Age Security Income			
Guaranteed Income Supplement			
Interest Income (Bank, Bonds, etc)			
Rental Income			
Business Income (specify)			
*Other Pension Income (specify)			
Other Income			
Total Yearly Income			

* Do not include *War Veterans Allowance Act* income or income from the *Pension Act (Canada)*. The *Pension Act (Canada)* is not the Canada Pension Plan or Old Age Security, but it is a Pension for members of the Armed Forces who have been disabled or their dependents.

Council
Item: #9.1.2
Date: March 22, 2022
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council
Submitted by: Abhi Jain, Sustainability Planner
Date: March 22, 2022
Re: Amendments to PACE Program Terms (2022)

RECOMMENDATION

THAT Municipal Council:

“approve the proposed amendments to Policy 067 PACE Program Clean Energy Upgrade Standards, and Policy 068 PACE Program Lending Rate at 2%.

AND

approve the amendments to By-law 031, Property Assessed Clean Energy Program By-law, as presented and conduct First Reading of same, and give notice of Second reading on April 26, 2022.

AND further

approve amendments to the CEF Customer Agreement, PACE Program Maximum Per Customer Financing Cap, and the Annual PACE Financing Ceiling as presented.”

BACKGROUND

At the March 15, 2022 meeting of the Policy & Strategy Committee, the Committee recommended that Municipal Council approve the proposed amendments to MODL Policy 067, MODL Policy 068, By-law 031, CEF Customer Agreement, PACE Program Maximum Per Customer Financing Cap, and the Annual PACE Financing Ceiling.

Municipality, in partnership with Clean Foundation, launched on July 12, 2016, Clean Energy Financing (CEF) Program, also known as Property Assessed Clean Energy (PACE) Program. The financing allows homeowners to install clean energy upgrades such as insulation, energy efficient windows and doors, as well as high efficiency heat pumps and solar panels as part of the program. A Home Energy Assessment determines the eligibility of home upgrades. The loan is tied to the property and not the individual and is transferable if the property changes ownership. In addition to the environmental benefits of reducing greenhouse gas emissions and becoming more energy secure, the program enables homeowners to reduce their energy costs thus making life in MODL more affordable.

DISCUSSION

MODL current PACE program offers financing of up to \$10,000 at a lending rate of 4% for the energy efficiency upgrades and the ability to spread installment payments over a period of 10 years, repayable through charges attached to their property. Lump sum payments can be made at any time without penalty. The financing is available on a first-come first-served basis annually.

Since the launch of the program in 2016, the program’s participation rate has consistently declined due to several identified barriers. For an improved PACE program, amendments have been proposed which are summarized below in Table 1.

S. No.	PACE Program Terms	Current Status	Proposed Amendment
1	Per Customer Financing Cap	\$10,000	Lesser of \$20,000 or 15% of property assessed value
2	Amortization Period	10 years	15 years
3	Lending Rate	4% per annum	2% per annum
4	Credit check requirement	Yes	No credit check required
5	Maximum Annual Financing	\$100,000	Increase to \$200,000
6	Multiple Municipal Financing	Allowed	Not allowed
7	Loan Transferability	Allowed	Not allowed

Additional minor amendments include changing names from ‘PACE’ to ‘CEF’ and from ‘Property Assessed Clean Energy’ to ‘Clean Energy Financing’ in Policy 067, Policy 068, and By-law 031 respectively to maintain consistency in all the official documents. All these proposed amended documents are attached at the end of this report.

Implications on past participants

The proposed amendments are recommended to be adopted on a go-forward basis which implies that no changes will be made to the past participant’s PACE customer agreements.

BUDGET IMPLICATIONS

The PACE program is included in Council’s 5-year financial plan. Table 2 below outlines the MODL’s PACE Program financing budget and total invoices from the completed upgrades over the past 6 years. If proposed amendments outlined in Table 1 are approved, current Annual PACE Financing ceiling of \$100,000 will expand to \$200,000 for the next fiscal year 2022-2023.

Table-2 Financing Budget							
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Financing Budget	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$200,000 (Proposed)
Total Invoices (with program fees)	\$73,734.3	\$42,553.0	\$0.00	\$14,955.5	\$10,000.0	\$3,930.00	-

CONCLUSION

For an improved PACE program, the Policy and Strategy Committee recommend that Municipal Council approve the proposed amendments to MODL Policy 067, MODL Policy 068, By-law 031, CEF Customer Agreement, PACE Program Maximum Per Customer Financing Cap, and the Annual PACE Financing Ceiling.

Attachments:

1. Policy 067 Clean Energy Financing Program Clean Energy Upgrade Standards (proposed)
2. Policy 067 PACE Program Clean Energy Upgrade Standards (amendments highlighted)
3. Policy 068 Clean Energy Financing Program Lending Rate (proposed)
4. Policy 068 PACE Program Lending Rate (amendments highlighted)
5. By-Law 031 Clean Energy Financing By-law (proposed)
6. By-Law 031A Amendments to the Clean Energy Financing By-law (2022) (amendments outlined)
7. CEF Customer Agreement 2022-23 (proposed)
8. CEF Customer Agreement 2021 (amendments highlighted)

Municipality of the District of Lunenburg

MODL Policy

Title: Clean Energy Financing Program Clean Energy Upgrade Standards	
Policy No. 067	Legislative Authority: Municipal Government Act, subsection 48(1)
Effective Date: July 12, 2016	Amended Date: March 22, 2022

Purpose

- 1 This policy identifies the eligible types of Clean Energy Upgrades that may be financed by the Municipality of the District of Lunenburg through the Clean Energy Financing By-law, also known as the CEF By-law. **(Amended March 22, 2022)**
- 2 Table 1 lists the eligible Clean Energy Upgrade types that may be financed. Each type of upgrade must be evaluated by a specific energy evaluation procedure and may need to conform to a particular energy standard, which is identified beside each upgrade type. The required evaluation procedure or standard ensures that the upgrade is studied from an energy science perspective, and that a definable energy benefit is determined. **(Amended March 22, 2022)**
- 3 In administering this Policy, the Municipality will ensure that any Clean Energy Upgrades requested by property owners to be financed through the CEF program are identified as being eligible types in Table 1. Furthermore, the Municipality will ensure that for each requested upgrade, the required evaluation procedure or standard has been met and that a definable energy benefit has been determined or recommended by a qualified energy professional. These minimum conditions must be met before permitting a requested upgrade to be financed on the subject property. **(Amended March 22, 2022)**
- 4 The ability to approve financing for Clean Energy Upgrades on specific properties may be subject to further restrictions through the conditions set out in the CEF By-law and the CEF Customer Agreement. **(Amended March 22, 2022)**

Table 1
Clean Energy Financing Program Clean Energy Upgrade Standards

Clean Energy Upgrade Type	Required Evaluation or Standard
A. Insulation for ceilings, floors, main walls, kneewalls, foundation walls, foundation headers, foundation slabs, and crawlspaces	Home Energy Assessment
B. Draftproofing including caulking, weather stripping, and duct sealing.	Home Energy Assessment
C. Exterior doors	Home Energy Assessment
D. Exterior windows	Home Energy Assessment
E. Domestic Hot Water Tanks	Home Energy Assessment
F. Drain Water Heat Recovery Systems	Home Energy Assessment
G. Heat Pumps	Home Energy Assessment
H. Wood & Pellet Heating Systems	Home Energy Assessment
I. Exhaust Ventilation	Home Energy Assessment
J. Balanced Heat Recovery Ventilation	Home Energy Assessment
K. Electric Vehicle Charging Stations	Home Energy Assessment and Time-Of-Day Savings Assessment
L. Electric Thermal Storage (ETS) Systems	Home Energy Assessment and Time-Of-Day Savings Assessment
M. Solar Hot Water Systems	Home Energy Assessment and Solar Potential Site Assessment
N. Solar Hot Air Systems	Home Energy Assessment and Solar Potential Site Assessment
O. Solar Photovoltaic Systems	Home Energy Assessment and Solar Potential Site Assessment

P. Swimming Pool Heating & Circulation Systems	Home Energy Assessment, Existing Load Assessment, and Solar Potential Site Assessment
Q. Well Pump	Home Energy Assessment and Existing Load Assessment
R. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades.	Home Energy Assessment

Annotation for Official Policy Book

Date of Original Passage	July 12, 2016
Date of Notice of Intent to Amend/Repeal	March 15, 2022
Date of Council Approval	March 22, 2022
Date of Effective Date	March 22, 2022
I certify that this policy “Clean Energy Financing Program Clean Energy Upgrade Standards” was adopted by Municipal Council as indicated above.	
_____	_____
Municipal Clerk	Date

Municipality of the District of Lunenburg

POLICY

Title: PACE Program Clean Energy Upgrade Standards Clean Energy Financing Program Clean Energy Upgrade Standards	
Policy No. MDL-67 067	Legislative Authority: Municipal Government Act, subsection 48(1)
Effective Date: July 12, 2016	Amended Date: March 22, 2022

4. Purpose

- 1.1 This policy identifies the eligible types of Clean Energy Upgrades that may be financed by the Municipality of the District of Lunenburg through the ~~Property Assessed Clean Energy Program~~ **Clean Energy Financing** By-Law, also known as the ~~PACE~~ **CEF** By-Law.
- 1.2 ~~Section 2~~ **Table 1** lists the eligible Clean Energy Upgrade types that may be financed. Each type of upgrade must be evaluated by a specific energy evaluation procedure, and may need to conform to a particular energy standard, which is identified beside each upgrade type. The required evaluation procedure or standard ensures that the upgrade is studied from an energy science perspective, and that a definable energy benefit is determined.
- 1.3 In administering this Policy, the Municipality will ensure that any Clean Energy Upgrades requested by property owners to be financed through the ~~PACE~~ **CEF** program are identified as being eligible types in ~~Section 2~~ **Table 1**. Furthermore, the Municipality will ensure that for each requested upgrade, the required evaluation procedure or standard has been met and that a definable energy benefit has been determined or recommended by a qualified energy professional. These minimum conditions must be met before permitting a requested upgrade to be financed on the subject property.
- 1.4 The ability to approve financing for Clean Energy Upgrades on specific properties may be subject to further restrictions through the conditions set out in the ~~PACE~~ **CEF** By-Law and the ~~PACE~~ **CEF** Customer Agreement.

2. PACE Table 1**Clean Energy Financing Program Clean Energy Upgrade Standards**

Clean Energy Upgrade Type	Required Evaluation or Standard
A. Insulation for ceilings, floors, main walls, kneewalls, foundation walls, foundation headers, foundation slabs, and crawlspaces	Home Energy Assessment
B. Draftproofing including caulking, weather stripping, and duct sealing.	Home Energy Assessment
C. Exterior doors	Home Energy Assessment
D. Exterior windows	Home Energy Assessment
E. Domestic Hot Water Tanks	Home Energy Assessment
F. Drain Water Heat Recovery Systems	Home Energy Assessment
G. Heat Pumps	Home Energy Assessment
H. Wood & Pellet Heating Systems	Home Energy Assessment
I. Exhaust Ventilation	Home Energy Assessment
J. Balanced Heat Recovery Ventilation	Home Energy Assessment
K. Electric Vehicle Charging Stations	Home Energy Assessment and Time-Of-Day Savings Assessment
L. Electric Thermal Storage (ETS) Systems	Home Energy Assessment and Time-Of-Day Savings Assessment
M. Solar Hot Water Systems	Home Energy Assessment and Solar Potential Site Assessment
N. Solar Hot Air Systems	Home Energy Assessment and Solar Potential Site Assessment
O. Solar Photovoltaic Systems	Home Energy Assessment and Solar Potential Site Assessment

P. Swimming Pool Heating & Circulation Systems	Home Energy Assessment, Existing Load Assessment, and Solar Potential Site Assessment
Q. Well Pump	Home Energy Assessment and Existing Load Assessment
R. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades.	Home Energy Assessment

**Municipality of the District of Lunenburg
MODL Policy**

Title: Clean Energy Financing Program Lending Rate	
Policy No. 068	Legislative Authority: Municipal Government Act, subsection 48(1)
Effective Date: August 25, 2015	Amended Date: May 23, 2017; March 22, 2022

- 1 In situations where the owner of a Qualifying Property opts for installment payments, administrative charges will be equal to 2%. **(Amended May 23, 2017; March 22, 2022)**

Annotation for Official Policy Book

Date of Original Passage	August 25, 2015
Date of Notice of Intent to Amend/Repeal	March 15, 2022
Date of Council Approval	March 22, 2022
Date of Effective Date	March 22, 2022
I certify that this policy “ Clean Energy Financing Program Lending Rate ” was adopted by Municipal Council as indicated above.	
_____	_____
Municipal Clerk	Date

Municipality of the District of Lunenburg

POLICY

Title: PACE Program Lending Rate Clean Energy Financing Program Lending Rate	
Policy No. MDL-68 068	
Effective Date: August 25, 2015	Amended Date: May 23, 2017; March 22, 2022

1. In situations where the owner of a Qualifying Property opts for installment payments, administrative charges will be equal to 4% **2%** ~~for the first five years of the loan.~~
 - a. ~~At the end of the first five years of the loan, the administrative charge will be adjusted to a fixed charge of Chartered Bank prime, of the Municipality's contracted bank, plus 1.5% for the remaining balance of the loan period for the remaining five years of the loan.~~

Annotation for Official Policy Book	
Date of Adoption:	August 25, 2015
Date of Notice to Council Members of Intent to Consider Amendments (7 days minimum)	August 18, 2015
Date of Passage of Amendments:	May 23, 2017
I certify that this "PACE Program Lending Rate" Policy was adopted by Council as indicated above.	
_____	_____
Sherry Conrad, Acting Municipal Clerk	Date:

Municipality of the District of Lunenburg

By-law

Title: Clean Energy Financing By-law	
By-law No. 031	Legislative authority: Municipal Government Act, clauses 81A(1)(a)-(b)
Effective date: September 2, 2015	Amended date: May 4, 2022

Title

- 1 This By-law is titled the Clean Energy Financing By-law, and may be cited as the CEF By-law.

Definitions

- 2 In this by-law
 - (a) "CAO" means the Chief Administrative Officer for the Municipality, or his or her designate;
 - (b) "Director of Finance" means the Director of Finance for the Municipality, or his or her designate;
 - (c) "Clean Energy Upgrade" means an installation that is affixed to the qualifying property and which
 - (i) will result in substantially improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - (ii) involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation, and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed in writing by the Municipality; and
 - (iii) is identified as an eligible upgrade in Policy 067 and meets or exceeds applicable energy efficiency standards as defined in that Policy.

- (d) “Municipality” means the Municipality of the District of Lunenburg;
- (e) “CEF Customer Agreement” means the written, signed Clean Energy Financing Program Customer Agreement between the owner of a qualifying property and the Municipality for financing of a Clean Energy Upgrade;
- (f) “CEF charge” means the Clean Energy Financing improvement tax levied on the property pursuant to s.81A of the Nova Scotia Municipal Government Act;
- (g) “CEF Program” means a program established by the Municipality under which owners of Qualifying Properties may obtain financing for Clean Energy Upgrades; and
- (h) “Qualifying Property” means a residential property located within the Municipality subject to any building type restrictions contained in the specific CEF Program in respect of which the financing is sought.

Application and Approval

- 3** An owner of a Qualifying Property within the Municipality may apply for Municipal financing of Clean Energy Upgrade to the property.
- 4** Financing shall be subject to the approval and agreement in writing of the CAO, or designate, on behalf of the Municipality, and the execution of a CEF Customer Agreement by the owner of the Qualifying Property. The conditions that must be met for approval include that:
 - (a) the owner of the Qualifying Property is not in default of any municipal taxes, rates, or charges;
 - (b) the Clean Energy Upgrade achieves an overall savings to debt ratio for the homeowner equal to or greater than the ratio specified in the CEF Customer Agreement, as estimated by a qualified energy assessment generated through the CEF Program;
 - (c) any additional conditions specified in the CEF Customer Agreement are met; and
 - (d) the owner of the Qualifying Property does not have any other outstanding Municipal financing levied against the subject property.

Payment of Charge

- 5 The CEF charge shall become payable on completion of installation of the Clean Energy Upgrade in accordance with the CEF Customer Agreement.
- 6 The CEF charge may consist of:
 - (a) the cost of the Clean Energy Upgrade, including all labour costs, permitting fees, and applicable taxes;
 - (b) applicable CEF Program service fees; and
 - (c) Administrative charges on the CEF charge including any interest arising due to any default of payment.
- 7 The owner of a Qualified Property may elect to pay the CEF charge by equal installments over a period of not more than 15 years, on which an administrative charge shall be payable as set out in sections 16 and 17, and in the CEF Customer Agreement.
- 8 In the event of default of any payment under the CEF Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default.
- 9 The Director of Finance shall maintain a separate account of all monies due for CEF charges, identifying, for the subject property:
 - (a) the names of the property owners, assessment, PID, and civic address;
 - (b) the amount of the CEF charge levied; and
 - (c) the amount paid on the CEF charge.

Lien

- 10 On completion of a Clean Energy Upgrade pursuant to a CEF Customer Agreement, the CEF charge shall be levied against the property.
- 11 Where the owner of a Qualifying Property opts for installment payments:
 - (a) the portion of the CEF charge payable annually shall be equal to the total CEF charge outstanding divided by the number of years remaining; and
 - (b) the amount outstanding on the CEF charge shall become due and payable in the event of default of payment.

- 12** A CEF charge imposed pursuant to this by-law constitutes a first lien on the property and has the same effect as rates and taxes under the Assessment Act.
- 13** A CEF charge pursuant to this by-law is collectable in the same manner as rates and taxes under the Municipal Government Act and is collectable at the same time and by the same proceedings as taxes.
- 14** The lien provided for in this by-law shall become effective on the date on which the CAO files with the Director of Finance a certificate that the agreed improvement has been completed.
- 15** The lien provided for in this by-law shall remain in effect until the total charge, including any accrued interest, and administrative charges have been paid in full.

Administrative Charge

- 16** Where the owner of a Qualifying Property opts for installment payments, administrative charges will be payable on any balance owing on the CEF charge at the rate set out in the Policy 068.

Interest

- 17** Interest shall accrue on any CEF charge or portion thereof, including administrative charges, which remain outstanding from the date of billing.
- 18** Interest is payable on all amounts deemed outstanding pursuant to Policy 068.

Annotation for Official By-law Book

Date of first reading	March 22, 2022
Date of advertisement of notice of intent to consider	March 30, 2022
Date of second reading	April 26, 2022
Date of advertisement of passage of by-law	May 4, 2022
Date of mailing a certified copy of by-law to Minister	
I certify that this “ Clean Energy Financing By-law ” was adopted by Municipal Council and published as indicated above.	
_____	_____
Municipal Clerk	Date

Municipality of the District of Lunenburg

By-law

Title: Amendments to the Clean Energy Financing By-law (2022)	
By-Law number 031A	Legislative authority: Municipal Government Act , clauses 81A(1)(a)-(b)
Effective date: May 4, 2022	Amended date: N/A

Title

1 This By-law is titled the Amendments to the Clean Energy Financing By-law (2022).

Title changed

2 Section 1 of By-law 031 is repealed and substituted the following Section:

Title

1 This By-law is titled the Clean Energy Financing By-law, and may be cited as the CEF By-law.

Definitions updated

3 Section 2 of By-law 031 is amended by

- (a) striking out “the PACE Program Clean Energy Upgrade Standards Policy” in subclause (c)(iii) and substituting “Policy 067”;
- (b) striking out “PACE Customer Agreement” in clause (e) and substituting “CEF Customer Agreement”, and striking out “Property Assessed Clean Energy Program” and substituting “Clean Energy Financing Program”;
- (c) striking out “PACE Charge” in clause (f) and substituting “CEF charge”, and striking out “Property Assessed Clean Energy” and substituting “Clean Energy Financing”;
- (d) striking out “PACE Program” in clause (g) and substituting “CEF Program”; and
- (e) striking out “PACE” in clause (h) and substituting “CEF”.

Applications and approval updated

4 Section 4 of By-law 031 is amended by

- (a) striking out “PACE” and substituting “CEF”;

- (b) striking out “PACE Customer Agreement” in clause (b) and substituting “CEF Customer Agreement”;
- (c) striking out “PACE Program” in clause (b) and substituting “CEF Program”;
- (d) striking out “PACE Customer Agreement” in clause (c) and substituting “CEF Customer Agreement”; and
- (e) adding a new clause (d) “the owner of the Qualifying Property does not have any other outstanding Municipal financing levied against the subject property”

Payment of charge updated

5 Section 5 of By-law 031 is amended by

- (a) striking out “PACE charge” and substituting “CEF charge”; and
- (b) striking out “PACE Customer Agreement” and substituting “CEF Customer Agreement”.

6 Section 6 of By-law 031 is amended by

- (a) striking out all colon at the end of Section 6;
- (b) striking out “PACE charge” and substituting “CEF charge”;
- (c) striking out “PACE” in clause (b) and substituting by “CEF”; and
- (d) striking out “Administrative charges on the PACE charge including” in clause (c).

7 Section 7 of By-law 031 is amended by

- (a) striking out “PACE charge” and substituting “CEF charge”;
- (b) striking out “10 years,” and substituting “15 years.”; and
- (c) striking out “PACE Customer Agreement” and substituting “ CEF Customer Agreement”.

8 Section 8 of By-law 031 is amended by striking out “PACE” and substituting “CEF”.

9 Section 9 of By-law 031 is amended by

- (a) striking out “PACE” and substituting “CEF”;
- (b) striking out “PACE” in clause (b) and substituting “CEF”; and

- (c) striking out “PACE” in clause (c) and substituting “CEF”.

Lien updated

- 10** Section 10 of By-law 031 is amended by striking out “PACE Customer Agreement” and substituting “CEF Customer Agreement”, and striking out “PACE Charge” and substituting “CEF charge”.
- 11** Section 11 of By-law 031 is amended by
 - (a) striking out “PACE charge payable” in clause (a) and substituting “CEF charge payable”;
 - (b) striking out “PACE charge outstanding” in clause (a) and substituting “CEF charge outstanding”; and
 - (c) striking out “PACE charge” in clause (b) and substituting “CEF charge”.
- 12** Section 12 of By-law 031 is amended by striking out “PACE charge” and substituting “CEF charge”.
- 13** Section 13 of By-law 031 is amended by striking out “PACE Charge” and substituting “CEF charge”.

Administrative charge updated

- 14** Section 16 of By-law 031 is amended by striking out “PACE Charge” and substituting “CEF charge”, and striking out “PACE Lending Rate Policy” and substituting “Policy 068”.

Interest updated

- 15** Section 17 of By-law 031 is amended by striking out “PACE Charge” and substituting “CEF charge”.
- 16** Section 18 of By-law 031 is amended by striking out “the PACE Lending Rate Policy” and substituting “Policy 068”

Consequential amendments

- 17** Schedules A and B of By-law 031 are repealed.

Annotation for official by-law book

Date of first reading	March 22, 2022
Date of advertisement of notice of intent to consider	
Date of second reading	
Date of advertisement of passage of by-law*	
Date of mailing a certified copy of by-law to Minister	
I certify that this “ Amendments to the Clean Energy Financing By-law (2022) ” was adopted by Municipal Council and published as indicated above.	
_____	_____
Municipal Clerk	Date

*Effective date of the enactment unless otherwise specified in the text of this By-law



**Clean Energy
Financing**
District of Lunenburg

CEF Customer Agreement Municipality of the District of Lunenburg

1. Property Owner: _____
Name

2. Property Owner: _____
Name

3. Property Owner*: _____
Name

Civic Address: _____
House Number and Street

_____ Community

_____ RR# _____ Postal Code

Property Tax Information: _____
Assessment Roll Number

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca

THIS FINANCING AGREEMENT, is made this ____ day of _____ 2022 ("Effective Date").

B E T W E E N:

PROPERTY OWNER(S)

- and -

DISTRICT OF LUNENBURG

(hereinafter called the "Municipality" and, together with the Property Owner(s), the "Parties")

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Definitions

1. In this agreement,
 - a. **"Program Service Fee"** refers to the costs incurred by the Program Administrator to administer the program;
 - b. **"Approved Quote"** means the Contractor quote for the completion of part or all of the approved Clean Energy Upgrades that has been obtained by the Property Owner(s) and provided to and approved by the Program Administrator;



CEF Customer Agreement

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- c. **"CAO"** means the Chief Administrative Officer for the Municipality, or his or her designate;
- d. **"Clean Energy Financing Program" or "Program"** means a program established by the Municipality under which owners of Properties may obtain financing for Clean Energy Upgrades;
- e. **"Clean Energy Upgrade"** means an installation that is affixed to the Property and which:
 - i. will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - ii. involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed in writing by the Municipality; and
 - iii. is identified as an eligible upgrade in the Municipality's Policy 067, and meets or exceeds applicable energy efficiency standards as defined in that Policy;
- f. **"Enabling upgrade"** means a non-clean energy upgrade that is necessary to enable a clean energy upgrade.
- g. **"Contractor"** means an insured person retained by the Property Owner(s) to complete the Clean Energy Upgrades;
- h. **"Director of Finance"** means the Director of Finance for the Municipality, or his or her designate;
- i. **"Effective Date"** means the date on which Final CEF Customer Agreement is signed;
- j. **"CEF charge"** means the local improvement charge levied on the property pursuant to section 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the Approved eligible upgrade(s) plus the Program Service Fee, up to the Maximum Eligible Amount;
- k. **"Maximum Eligible Amount"** means a general financing cap set by the municipality. The District of Lunenburg's Maximum Eligible Amount is the lesser of \$20,000 or 15% of the full assessed property value.
- l. **"CEF By-Law"** means the Clean Energy Financing By-law, approved by the Municipality on April 26, 2022.
- m. **"Program Administrator"** means The Clean Nova Scotia Foundation, and includes its employees and agents;
- n. **"Repayment Period"** means the period from the date the Financing Charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than fifteen (15) years; and



CEF Customer Agreement

Municipality of the District of Lunenburg

- o. **“Property”** means a residential property located within the Municipality that meets the eligibility criteria for participation in the Clean Energy Financing Program.

Term of Agreement

2. This Customer Agreement commences on the Effective Date and terminates at the end of the Repayment Period.

Clean Energy Upgrades

3. The clean energy upgrades must be estimated, by a qualified energy assessment, to achieve an overall savings-to-debt ratio greater or equal to 1:1. In other words, the cost of the clean energy upgrades, program fees, and cost of borrowing combined is less than or equal to the estimated energy savings over the 15 year financing period.
4. The Property Owner(s) acknowledges and agrees that only those Clean Energy Upgrades approved by the Program Administrator are eligible for financing through the Program, and that the Property Owner(s) shall be solely liable for the cost of any unapproved upgrades completed on the Property.
5. The Property Owner(s) further acknowledges and agrees that they shall be solely liable for the cost of any work in excess of the Maximum Eligible Amount, regardless of whether the excess costs were for the installation of approved Clean Energy Upgrades.
6. In the event that an enabling upgrade is recommended in order to enable a clean energy upgrade, the enabling upgrade and the enabled clean energy upgrade must be both be installed to be eligible for CEF financing.
7. Clean Energy Upgrade invoices must be submitted to Clean Foundation within 6 months of this CEF Customer Agreement being signed. Any invoices received after this period will not be eligible for CEF financing unless the Municipality has provided permission to extend the deadline in writing.

Payment to Contractor

8. Upon completion of the approved Clean Energy Upgrades, the Property Owner will send the contractor invoices, signed by the Property Owner, to the Program Administrator who will pay the Contractor the amounts owing for the completed work, up to the Maximum Eligible Amount.
9. In the case of disputes between the Property Owner(s) and a Contractor as to whether the Clean Energy Upgrades are complete, the Program Administrator reserves the right to make the final determination as to the completeness of the Clean Energy Upgrades.
10. If, after starting to install the Clean Energy Upgrades at the Property, a Contractor or the Property Owner(s) causes the installation of the upgrades to be stopped for any reason, including reasons related to safety (including structural deficiencies, hazardous materials or other safety hazards), or discovery of unforeseen conditions, this is a matter to be resolved between the Property Owner and the Contractor. The Property Owner acknowledges and agrees that in such circumstances the Program Administrator may pay to the Contractor any amounts which, in the reasonable opinion of the Program Administrator, are properly due and payable to that Contractor at that point in time, and that the Property Owner(s) are responsible for any remaining amounts owing to the Contractor.



Reportable Deficiencies

11. If the Program Administrator or the Municipality discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Property Owner(s) acknowledges that the Program Administrator and/or the Municipality shall be obligated to report such deficiencies to the applicable regulatory authority.

Lien Against Property

12. The CEF charge shall become payable on completion of installation of the Clean Energy Upgrade in accordance with the CEF Customer Agreement.
13. If the Property Owner exits the program without completing the intended Clean Energy Upgrades, any incurred Program Service Fees and/or Clean Energy Upgrade costs will immediately be issued as a CEF charge against the Property in accordance with Sections 12 and 14. Program exit is automatically triggered in four ways:
 - a. the Program Administrator receives a signed “Clean Energy Financing Program Exit Form” from the Property Owner(s);
 - b. the Property Owner(s) declares bankruptcy;
 - i. In this situation, the Municipality may decide, at the sole discretion of the Director of Finance, not to trigger an automatic program exit and allow the Property Owner to complete all or part of their remaining intended Clean Energy Upgrades, as well as to revise the deadline for the submission of any remaining Clean Energy Upgrade invoices
 - c. the Property is sold before completion of upgrades;
 - d. six (6) months from the date this CEF Customer Agreement is signed, unless an extension has been granted by the Municipality as described in Section 8, in which case the extended deadline date will be date of program exit.
14. The CEF charge may consist of:
 - a. The cost of Clean Energy Upgrade, including all materials, labour costs, permitting fees, and applicable taxes;
 - b. Applicable CEF Program service fees (tax included in quoted fee);
 - i. Program Participation Fee: **\$250**
 - c. Interest accrued on the charge including any additional interest arising due to any default of payment. Interest begins accruing when final invoice is received by Clean Foundation, or upon program exit.



CEF Customer Agreement

Municipality of the District of Lunenburg

Repayment

15. Payment of the CEF charge shall occur as follows:
- The Property Owner(s) will make equal monthly payments over a period of 15 years to repay the outstanding CEF charge, including interest payable on the unpaid CEF charge. The interest rate will be 2% per annum.
 - These payments must be made through a pre-authorized payment plan set up through the municipality. The payment schedule will be made available through the municipality.
 - Interest will begin accruing when the final clean energy upgrade is received by Clean, or upon program exit.
16. The Property Owner may at any time, and without prepayment and/or penalty charges, make a lump-sum payment to the Municipality toward the outstanding balance of the CEF charge, plus accrued interest.

Late Payments

17. **In the event of default of payment under the CEF Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default (10%). Once in default status, the lien will be subject to the default rate until entirely repaid.**

Sale and Release

18. **The CEF charge is non-transferable. If property Owner(s) decides to sell the property, a lump sum payment representing the outstanding balance of the CEF charge plus accrued interest and any applicable late charges must be received by the Municipality at the time of the sale.**

Home Owner(s) initial _____

Disclaimer

19. Neither the Municipality, the Program Administrator, nor their respective affiliates, agents, successors and assigns shall be liable to the Property Owner(s) for any damages arising in, but not limited to tort, including but not limited to negligence, breach of contract, or under any other provision of law including property damage, direct and incidental losses, economic loss, or personal injury resulting from the installation, or use of the Clean Energy Upgrade or anything done in accordance with the Program.

Property Owner Responsibilities

20. The Property Owner(s) will be responsible for:
- arranging for a Home Energy Assessment to be completed on the Property if:
 - one has not been completed within the prior twelve (12) months; or
 - where a Home Energy Assessment was completed within the prior twelve (12) months but the Property Owner(s) has made changes to the Property since the date



CEF Customer Agreement

Municipality of the District of Lunenburg

of the assessment that, in the opinion of the Program Administrator, necessitate that a new Home Energy Assessment be conducted;

- b. providing complete and accurate information to the assessor during the Home Energy Assessment;
- c. reviewing and approving the proposed Clean Energy Upgrades provided by the Program Administrator;
- d. obtaining quotes from Contractors for the proposed Clean Energy Upgrades and submitting these quotes to the Program Administrator;
- e. applying to the relevant government authority for the appropriate permit(s) to complete the Clean Energy Upgrades;
- f. advising the Program Administrator if there are any hazardous substances at or on the Property, or other defects, deficiencies or impediments that might impact the installation of the Clean Energy Upgrades;
- g. forwarding the Contractor invoices for the completed Clean Energy Upgrades immediately upon their receipt;
- h. arranging for a post-upgrade Home Energy Assessment to be completed on the Property;
- i. arranging and paying for all maintenance of the Clean Energy Upgrades after installation;
- j. arranging and paying for any materials or labour costs required to repair or rehabilitate the Clean Energy Upgrades in relation to any defects or deficiencies;
- k. all costs incurred to move the Clean Energy Upgrade for maintenance and repair of the Property;
- l. telling his or her property insurance provider that the Clean Energy Upgrade is being installed and purchasing appropriate insurance coverage in this regard;
- m. telling, in writing, anyone who is negotiating with the Property Owner(s) to purchase, or will otherwise receive an ownership interest in the Property, about any unexpired lien that remains against the Property as a result of the installation of the Clean Energy Upgrades; and
- n. providing anyone who purchases or otherwise acquires title to the Property a copy of this Financing Agreement.

Assignment by Municipality

21. This Agreement binds the Property Owner(s) and their successors, heirs and assigns. The Property Owner(s) will allow the Municipality to assign this Agreement in whole or part, without notice, for any purpose.

Consent

22. The Property Owner(s) consents to the Program Administrator or its agents accessing the premises with reasonable notice for the purpose of quality assurance of the Program and/or the Clean Energy Upgrades.



CEF Customer Agreement

Municipality of the District of Lunenburg

- 23. The Property Owner(s) consents to the sharing and exchange of energy and water information collected from monitoring solar photovoltaic or solar hot water system installed in the course of the Program. Such information may be collected by the Municipality and the Program Administrator and their agents and consultants for the purposes of quantifying program impact and service delivery. This information will not be shared with third parties without the Property Owner's express prior permission. Such information may continue to reside on the Municipality's and/or the Program Administrator's computer system.
- 24. The Property Owner(s) consents to the sharing of photographs taken of their Clean Energy Upgrades for the purposes of marketing and/or education. No photographs displaying civic addresses, license plates or other information that would disclose the identity of the Property Owner(s) shall be used.
- 25. The property owner is consenting to the sharing and exchange of information between the Property Owner's utility providers for electricity, oil, propane, natural gas and water, the Municipality and the Program Administrator. This information may be used for the purpose of research and evaluation of the Clean Energy Financing Program and may include name(s), addresses, phone numbers, and utility usage both historical and during the course of the financing.

No Warranty

- 26. **There is no implied nor express representation or warranty by the Municipality, the Program Administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the Clean Energy Upgrades, and the Municipality, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the Clean Energy Upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance.**

Home Owner(s) initial _____

No Guarantee of Savings

- 27. **Neither the Municipality nor the Program Administrator guarantee that the Clean Energy Upgrades will save any level of energy or result in a lowering of the Property Owner's utility or other bills.**

Home Owner(s) initial _____

- 28. The Parties hereto acknowledge and agree that the communicating of this Agreement may be transmitted by way of e-mail transmission and that the Parties hereto agree to accept such signatures and documents as legal and binding on the parties.

Authorized Signature of Property Owner(s)

- 1. By signing below, the Property Owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he or she is a registered property owner.
- 2. By sending the Program Administrator an eligible upgrade invoice the Property Owner(s) is confirming the upgrade is complete and the invoice dollar amount will be added to the CEF charge amount which includes CEF Program Service Fee, Supplemental Assessment Fee(s) if applicable, and any previously completed clean energy upgrade invoices.



CEF Customer Agreement
Municipality of the District of Lunenburg

3. If eligible Clean Energy Upgrade dollar amount (plus Program Service Fee and Supplemental Assessment Fees) surpasses the maximum financing limit, the surplus dollar amount is the sole responsibility of the Property Owner(s). The Clean Energy Upgrade dollar amount will be calculated based on the order in which eligible clean energy upgrade invoices are received by the Program Administrator. The Property Owner is responsible for making contractors aware that any invoice fee that exceeds the maximum financing limit will be the responsibility of the Property Owner.

PROPERTY OWNER 1	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 2	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 3	
Name (print):	
Signature:	
Date:	

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca

Municipal Staff	
Name (print):	
Signature:	
Date:	
File Approval Number	



**Clean Energy
Financing**
District of Lunenburg

CEF Customer Agreement Municipality of the District of Lunenburg

Please mail or email the completed Financing Agreement to:

Clean Foundation
Attn: Clean Energy Financing Program
126 Portland Street
Dartmouth, NS, B2Y 1H8
cleanenergyfinancing@clean.ns.ca



**Clean Energy
Financing**
District of Lunenburg

PACE Customer Agreement
Municipality of the District of Lunenburg

1. Property Owner: _____
Name

2. Property Owner: _____
Name

3. Property Owner*: _____
Name

Civic Address: _____
House Number and Street

Community

RR# Postal Code

Property Tax Information: _____
Assessment Roll Number

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca

THIS FINANCING AGREEMENT, is made this ____ day of _____ **2021** ("Effective Date").

B E T W E E N:

PROPERTY OWNER(S)

- and -

DISTRICT OF LUNENBURG

(hereinafter called the "Municipality" and, together with the Property Owner(s), the "Parties")

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Definitions

1. In this agreement,
 - a. **"Program Service Fee"** refers to the costs incurred by the Program Administrator to administer the program;
 - b. **"Approved Quote"** means the Contractor quote for the completion of part or all of the approved Clean Energy Upgrades that has been obtained by the Property Owner(s) and provided to and approved by the Program Administrator;



PACE Customer Agreement Municipality of the District of Lunenburg

- c. **"CAO"** means the Chief Administrative Officer for the Municipality, or his or her designate;
- d. **"Clean Energy Financing Program" or "Program"** means a program established by the Municipality under which owners of Properties may obtain financing for Clean Energy Upgrades;
- e. **"Clean Energy Upgrade"** means an installation that is affixed to the Property and which:
 - i. will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - ii. involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed in writing by the Municipality; and
 - iii. is identified as an eligible upgrade in the Municipality's **PACE Program Clean Energy Upgrade Standards Policy**, and meets or exceeds applicable energy efficiency standards as defined in that Policy;
- f. **"Enabling upgrade"** means a non-clean energy upgrade that is necessary to enable a clean energy upgrade.
- g. **"Contractor"** means an insured person retained by the Property Owner(s) to complete the Clean Energy Upgrades;
- h. **"Director of Finance"** means the Director of Finance for the Municipality, or his or her designate;
- i. **"Effective Date"** means the date on which Final **PACE** Customer Agreement is signed;
- j. **"PACE Charge"** means the local improvement charge levied on the property pursuant to section 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the Approved eligible upgrade(s) plus the Program Service Fee, up to the Maximum Eligible Amount;
- k. **"Maximum Eligible Amount"** means a general financing cap set by the municipality. The District of Lunenburg's Maximum Eligible Amount is **\$10,000**.
- l. **"PACE By-Law"** means the **Property Assessed Clean Energy Program By-Law, approved by the Municipality on August 25th, 2015**.
- m. **"Program Administrator"** means The Clean Nova Scotia Foundation, and includes its employees and agents;
- n. **"Repayment Period"** means the period from the date the Financing Charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than **ten (10)** years; and



- o. **“Property”** means a residential property located within the Municipality that meets the eligibility criteria for participation in the Clean Energy Financing Program.

Term of Agreement

- 2. This Customer Agreement commences on the Effective Date and terminates at the end of the Repayment Period.

Clean Energy Upgrades

- 3. The clean energy upgrades must be estimated, by a qualified energy assessment, to achieve an overall savings-to-debt ratio greater or equal to 1:1. In other words, the cost of the clean energy upgrades, program fees, and cost of borrowing combined is less than or equal to the estimated energy savings over the 10 year financing period.
- 4. The Property Owner(s) acknowledges and agrees that only those Clean Energy Upgrades approved by the Program Administrator are eligible for financing through the Program, and that the Property Owner(s) shall be solely liable for the cost of any unapproved upgrades completed on the Property.
- 5. The Property Owner(s) further acknowledges and agrees that they shall be solely liable for the cost of any work in excess of the Maximum Eligible Amount, regardless of whether the excess costs were for the installation of approved Clean Energy Upgrades.
- 6. In the event that an enabling upgrade is recommended in order to enable a clean energy upgrade, the enabling upgrade and the enabled clean energy upgrade must be both be installed to be eligible for PACE financing.
- 7. Clean Energy Upgrade invoices must be submitted to Clean Foundation within 6 months of this PACE Customer Agreement being signed. Any invoices received after this period will not be eligible for PACE financing unless the Municipality has provided permission to extend the deadline in writing.

Payment to Contractor

- 8. Upon completion of the approved Clean Energy Upgrades, the Property Owner will send the contractor invoices, signed by the Property Owner, to the Program Administrator who will pay the Contractor the amounts owing for the completed work, up to the Maximum Eligible Amount.
- 9. In the case of disputes between the Property Owner(s) and a Contractor as to whether the Clean Energy Upgrades are complete, the Program Administrator reserves the right to make the final determination as to the completeness of the Clean Energy Upgrades.
- 10. If, after starting to install the Clean Energy Upgrades at the Property, a Contractor or the Property Owner(s) causes the installation of the upgrades to be stopped for any reason, including reasons related to safety (including structural deficiencies, hazardous materials or other safety hazards), or discovery of unforeseen conditions, this is a matter to be resolved between the Property Owner and the Contractor. The Property Owner acknowledges and agrees that in such circumstances the Program Administrator may pay to the Contractor any amounts which, in the reasonable opinion of the Program Administrator, are properly due and payable to that Contractor at that point in time, and that the Property Owner(s) are responsible for any remaining amounts owing to the Contractor.



Reportable Deficiencies

11. If the Program Administrator or the Municipality discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Property Owner(s) acknowledges that the Program Administrator and/or the Municipality shall be obligated to report such deficiencies to the applicable regulatory authority.

Lien Against Property

12. The **PACE** charge shall become payable on completion of installation of the Clean Energy Upgrade in accordance with the **PACE** Customer Agreement.
13. If the Property Owner exits the program without completing the intended Clean Energy Upgrades, any incurred Program Service Fees and/or Clean Energy Upgrade costs will immediately be issued as a **PACE** Charge against the Property in accordance with Sections 12 and 14. Program exit is automatically triggered in four ways:
 - a. the Program Administrator receives a signed "Clean Energy Financing Program Exit Form" from the Property Owner(s);
 - b. the Property Owner(s) declares bankruptcy;
 - i. In this situation, the Municipality may decide, at the sole discretion of the Director of Finance, not to trigger an automatic program exit and allow the Property Owner to complete all or part of their remaining intended Clean Energy Upgrades, as well as to revise the deadline for the submission of any remaining Clean Energy Upgrade invoices
 - c. the Property is sold before completion of upgrades;
 - d. six (6) months from the date this PACE Customer Agreement is signed, unless an extension has been granted by the Municipality as described in Section 8, in which case the extended deadline date will be date of program exit.
14. **The PACE** Charge may consist of:
 - a. The cost of Clean Energy Upgrade, including all materials, labour costs, permitting fees, and applicable taxes;
 - b. Applicable **PACE** Program service fees (tax included in quoted fee);
 - i. **Credit Check: \$30 per homeowner**
 - ii. Program Participation Fee: **\$250**
 - c. Interest accrued on the charge including any additional interest arising due to any default of payment. Interest begins accruing when final invoice is received by Clean Foundation, or upon program exit.



PACE Customer Agreement

Municipality of the District of Lunenburg

Repayment

15. Payment of the **PACE** Charge shall occur as follows:
 - a. The Property Owner(s) will make equal monthly payments over a period of 10 years to repay the outstanding **PACE** Charge, including interest payable on the unpaid **PACE** charge. The interest rate will be 4% per annum for the first 5 years. At the end of the first five years of the financing period, the administrative charge will be adjusted to a fixed charge of Chartered Bank prime, of the Municipality's contracted bank, plus 1.5% for the remaining balance of the financing period
 - b. These payments must be made through a pre-authorized payment plan set up through the municipality. The payment schedule will be made available through the municipality.
 - c. Interest will begin accruing when the final clean energy upgrade is received by Clean, or upon program exit.
16. The Property Owner may at any time, and without prepayment and/or penalty charges, make a lump-sum payment to the Municipality toward the outstanding balance of the **PACE** Charge, plus accrued interest.

Late Payments

17. **In the event of default of payment under the **PACE** Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default (10%). Once in default status, the lien will be subject to the default rate until entirely repaid.**

Sale and Release

18. The Property Owner(s) shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the Municipality.
19. The Property Owner(s) agrees to provide a copy of this Agreement to the new owners.
20. **In the event the Property is transferred to a new owner the lien is transferred to the new owner along with the property. At this time, the new property owner shall continue to be liable to the Municipality for all Property Owner obligations and liabilities under this Agreement unless a lump sum payment representing the outstanding balance of the **PACE** Charge plus accrued interest and any applicable late charges is received by the Municipality at the time of the sale.**

Home Owner(s) initial _____

Disclaimer

21. Neither the Municipality, the Program Administrator, nor their respective affiliates, agents, successors and assigns shall be liable to the Property Owner(s) for any damages arising in, but not limited to tort, including but not limited to negligence, breach of contract, or under any other provision of law including property damage, direct and incidental losses, economic loss, or personal injury resulting from the installation, or use of the Clean Energy Upgrade or anything done in accordance with the Program.



Property Owner Responsibilities

22. The Property Owner(s) will be responsible for:

- a. arranging for a Home Energy Assessment to be completed on the Property if:
 - i. one has not been completed within the prior twelve (12) months; or
 - ii. where a Home Energy Assessment was completed within the prior twelve (12) months but the Property Owner(s) has made changes to the Property since the date of the assessment that, in the opinion of the Program Administrator, necessitate that a new Home Energy Assessment be conducted;
- b. providing complete and accurate information to the assessor during the Home Energy Assessment;
- c. reviewing and approving the proposed Clean Energy Upgrades provided by the Program Administrator;
- d. obtaining quotes from Contractors for the proposed Clean Energy Upgrades and submitting these quotes to the Program Administrator;
- e. applying to the relevant government authority for the appropriate permit(s) to complete the Clean Energy Upgrades;
- f. advising the Program Administrator if there are any hazardous substances at or on the Property, or other defects, deficiencies or impediments that might impact the installation of the Clean Energy Upgrades;
- g. forwarding the Contractor invoices for the completed Clean Energy Upgrades immediately upon their receipt;
- h. arranging for a post-upgrade Home Energy Assessment to be completed on the Property;
- i. arranging and paying for all maintenance of the Clean Energy Upgrades after installation;
- j. arranging and paying for any materials or labour costs required to repair or rehabilitate the Clean Energy Upgrades in relation to any defects or deficiencies;
- k. all costs incurred to move the Clean Energy Upgrade for maintenance and repair of the Property;
- l. telling his or her property insurance provider that the Clean Energy Upgrade is being installed and purchasing appropriate insurance coverage in this regard;
- m. telling, in writing, anyone who is negotiating with the Property Owner(s) to purchase, or will otherwise receive an ownership interest in the Property, about any unexpired lien that remains against the Property as a result of the installation of the Clean Energy Upgrades; and
- n. providing anyone who purchases or otherwise acquires title to the Property a copy of this Financing Agreement.



Assignment by Municipality

23. This Agreement binds the Property Owner(s) and their successors, heirs and assigns. The Property Owner(s) will allow the Municipality to assign this Agreement in whole or part, without notice, for any purpose.

Consent

24. The Property Owner(s) consents to the Program Administrator or its agents accessing the premises with reasonable notice for the purpose of quality assurance of the Program and/or the Clean Energy Upgrades.

25. The Property Owner(s) consents to the sharing and exchange of energy and water information collected from monitoring solar photovoltaic or solar hot water system installed in the course of the Program. Such information may be collected by the Municipality and the Program Administrator and their agents and consultants for the purposes of quantifying program impact and service delivery. This information will not be shared with third parties without the Property Owner's express prior permission. Such information may continue to reside on the Municipality's and/or the Program Administrator's computer system.

26. The Property Owner(s) consents to the sharing of photographs taken of their Clean Energy Upgrades for the purposes of marketing and/or education. No photographs displaying civic addresses, license plates or other information that would disclose the identity of the Property Owner(s) shall be used.

27. The property owner is consenting to the sharing and exchange of information between the Property Owner's utility providers for electricity, oil, propane, natural gas and water, the Municipality and the Program Administrator. This information may be used for the purpose of research and evaluation of the Clean Energy Financing Program and may include name(s), addresses, phone numbers, and utility usage both historical and during the course of the financing.

No Warranty

28. **There is no implied nor express representation or warranty by the Municipality, the Program Administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the Clean Energy Upgrades, and the Municipality, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the Clean Energy Upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance.**

Home Owner(s) initial _____

No Guarantee of Savings

29. **Neither the Municipality nor the Program Administrator guarantee that the Clean Energy Upgrades will save any level of energy or result in a lowering of the Property Owner's utility or other bills.**

Home Owner(s) initial _____



PACE Customer Agreement Municipality of the District of Lunenburg

30. The Parties hereto acknowledge and agree that the communicating of this Agreement may be transmitted by way of e-mail transmission and that the Parties hereto agree to accept such signatures and documents as legal and binding on the parties.

Authorized Signature of Property Owner(s)

1. By signing below, the Property Owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he or she is a registered property owner.
2. By sending the Program Administrator an eligible upgrade invoice the Property Owner(s) is confirming the upgrade is complete and the invoice dollar amount will be added to the **PACE** charge amount which includes **PACE** Program Service Fee, Supplemental Assessment Fee(s) if applicable, and any previously completed clean energy upgrade invoices.
3. If eligible Clean Energy Upgrade dollar amount (plus Program Service Fee and Supplemental Assessment Fees) surpasses the maximum financing limit, the surplus dollar amount is the sole responsibility of the Property Owner(s). The Clean Energy Upgrade dollar amount will be calculated based on the order in which eligible clean energy upgrade invoices are received by the Program Administrator. The Property Owner is responsible for making contractors aware that any invoice fee that exceeds the maximum financing limit will be the responsibility of the Property Owner.

PROPERTY OWNER 1	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 2	
Name (print):	
Signature:	
Date:	

PROPERTY OWNER 3	
Name (print):	
Signature:	
Date:	

* If there are more than three property owners, please include remainder of property owners on the "additional property owners" document found at www.cleanenergyfinancing.ca



**Clean Energy
Financing**
District of Lunenburg

PACE Customer Agreement
Municipality of the District of Lunenburg

Municipal Staff	
Name (print):	
Signature:	
Date:	
File Approval Number	

Please mail or email the completed Financing Agreement to:

Clean Foundation
Attn: Clean Energy Financing Program
126 Portland Street
Dartmouth, NS, B2Y 1H8
cleanenergyfinancing@clean.ns.ca



Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council
Submitted by: Abhi Jain, Sustainability Planner
Date: March 22, 2022
Re: Clean Energy Financing Program Contract Renewal

RECOMMENDATION

THAT Municipal Council:

Renew its Clean Energy Financing Program contract with Clean Foundation for another 1-year term 2022-23 for the continued delivery of the program to MODL homeowners.

BACKGROUND

At the March 15, 2022 meeting of the Policy & Strategy Committee, the Committee recommended that Municipal Council renew its Clean Energy Financing Program contract with Clean Foundation for another 1-year term 2022-23 for the continued delivery of the program to MODL homeowners.

Municipality, in partnership with Clean Foundation, launched on July 12, 2016, Clean Energy Financing (CEF) Program, also known as Property Assessed Clean Energy (PACE) Program. The financing allows homeowners to install clean energy upgrades such as insulation, energy efficient windows and doors, as well as high efficiency heat pumps and solar panels as part of the program. In addition to the environmental benefits of reducing greenhouse gas emissions and becoming more energy secure, the program enables homeowners to reduce their energy costs thus making life in MODL more affordable.

DISCUSSION

The 2022-23 agreement is similar to last year's agreement. Minor changes have been made to the agreement which are highlighted in the attachment below. Program admin fees paid by homeowners have been lowered using the FCM grant funding. Fees were previously \$450 plus the cost of the Home Energy Assessment. The program fee is now \$250 and includes the Home Energy Assessment (if performed by Clean) (s. 4.01).

BUDGET IMPLICATIONS

The PACE program is included in Council’s 5-year financial plan. Table-2 below shows the MODL’s PACE Program financing budget and total invoices from the completed upgrades over the past 6 years. If proposed amendment to increase MODL annual financing cap (outlined in pervious agenda item) is approved, current Annual PACE Financing ceiling of \$100,000 will expand to \$200,000 for the next fiscal year 2022-2023.

Table-2 Financing Budget							
	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
Financing Budget	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$200,000 (Proposed)
Total Invoices (with program fees)	\$73,734.3	\$42,553.0	\$0.00	\$14,955.5	\$10,000.0	\$3,930.00	-

CONCLUSION

To continue with Clean Energy Financing Program, it is recommended that Municipal Council renew its contract with Clean Foundation for the upcoming term 2022-23.

Attachments:

1. CEF Service Agreement 2022-23
2. CEF Service Agreement 2021 (Amendments Highlighted)

Council

Item: #9.2.1

Date: March 22, 2022

Authorization: T. MacEwan

Municipality of the District of Lunenburg

10 Allée Champlain Drive, Cookville, Nova Scotia, Canada, B4V 9E4

Phone: 902.543.8181 Fax: 902.543.7123 Web Site: www.modl.ca



Wednesday, March 9, 2022

To Her Worship, the Mayor Bolivar-Getson and Councillors
of the Municipality of the District of Lunenburg

Dear Mayor and Councillors;

The Internal Transportation Committee, in session on Wednesday, March 9, 2022, made the following recommendation to Council:

- 1. That the Internal Transportation Committee recommend Municipal Council to draft a letter of support for Third Sector Enhancement Ltd. to assist in the restructuring of Senior Wheels Association, so the Association may provide a door-to-door transportation service in the Municipality.**

Respectfully submitted,

Chairperson and Members
Internal Transportation Committee

/bk
Attachment

Council
Item: #10.1.1
Date: March 22, 2022
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

REPORT TO: Council
SUBMITTED BY: Alex Dumaresq, Deputy CAO
Joanne Powers, Executive Assistant
DATE: March 22, 2022
RE: Emergency Assistance Fund for Community Facilities

RECOMMENDATION

That Council award the Emergency Assistance Fund for Community Facilities to the organizations listed in the staff report for a total amount of \$117,414 from the Emergency Fund established for community facilities in response to the Covid-19 public health protection measures.

Background

The Municipality established an Emergency Assistance Fund for Community Facilities to assist local groups and organizations in addressing the financial hardship caused by the inability to host planned fundraising events and activities during the Covid-19 crisis.

Applicants could apply for emergency assistance for fundraising events and activities that were scheduled to take place during the Application Period of October 1, 2021 to March 31, 2022, but had to be cancelled because of the Covid-19 restrictions. There have been 3 earlier calls for application since the beginning of the pandemic. Local groups and organizations that receive emergency assistance through this program are still eligible to apply for regular municipal grants.

As directed by Council, the criteria for the Emergency Assistance Fund for Community Facilities is as follows:

- The Applicant must be a not-for-profit community, charitable, fraternal, educational, recreational, religious, cultural or sporting organization;
- The Applicant must operate a community facility or hall that is used for hosting funding events and activities that are open to the general public; and
- The Applicant must demonstrate that it has experienced a negative financial impact resulting from its inability to raise funds through planned fundraising events and activities that had to be canceled due to Covid-19 restrictions.

Funding amounts were prescribed by Council as follows:

- Facilities within MODL are eligible for a grant of up to \$2500 to replace reported losses.
- Facilities outside of MODL who serve MODL residents are eligible for a grant of up to \$1500 to replace reported losses.

DISCUSSION

Fifty- five organizations applied for funding. The revenue losses from these organizations over the six-month period was reported to be over \$145,671. Based on the criteria outlined above, the total funding amount recommended for award is \$117,414.

Facilities Outside MODL but Serving MODL Residents

ORGANIZATION	Rec. Award Amount
Bridgewater Curling Club	\$ 1,500.00
Canadian Dory Racing Association	\$ 1,500.00
Lunenburg & District Swimming Pool	\$ 1,500.00
Mahone Bay Centre Society	\$ 1,500.00
RCL #24 Bridgewater	\$ 1,500.00
RCL #49 Mahone Bay	\$ 1,500.00
South Shore Fieldhouse Society (HB Studios)	\$ 1,500.00
Trinity United Church - Mahone Bay	\$ 1,500.00
United Baptist Church, Mahone Bay	\$ 1,500.00
YMCA of Southwest Nova Scotia	\$ 1,000.00

Facilities within MODL Boundaries

ORGANIZATION	Rec. Award Amount
Association du Centre Communautaire de la Rivière	\$ 2,500
Baker Settlement & District Community Hall	\$ 2,500
Barss Corner & Area Recreation Society	\$ 900
Barss Corner Community Hall	\$ 2,500
Branch LaHave Community Hall	\$ 2,500
Broad Cove Community Association	\$ 2,500
Conquerall Mills Community Hall	\$ 2,500
Epworth United Church	\$ 2,500
First South United Church Women	\$ 2,500
Grace Lutheran Church	\$ 2,500
Hillcrest Masonic Lodge #93	\$ 1,289
Hinchinbrook Farm Society	\$ 2,500
Ladies Aux of Hemford & District Fire Dept	\$ 2,000
LaHave New Dublin Pastoral Charge	\$ 2,500
Lake Centre & New Cumberland Community Hall	\$ 2,500
Lunenburg County Ground Search & Rescue	\$ 2,500
Maitland & District Recreation Community Centre	\$ 2,500
Middlewood United Church	\$ 2,500
Mount Calvary Lutheran Church	\$ 2,500
New Germany & Area Lions Club	\$ 2,500
New Germany & Area Medical Centre Committee	\$ 2,500
North River Recreation Committee Society	\$ 2,500
Northwest United Baptist Church	\$ 2,500
Parkdale Maplewood Community Centre Association	\$ 2,500
Parkdale Maplewood Community Museum	\$ 1,000
Pine Grove Outdoor Play Association	\$ 2,500
Pinehurst Community Hall	\$ 2,500
RCL #102 New Germany	\$ 2,500
Riverport & District Community Centre	\$ 2,500
Riverview Enhanced Living Society	\$ 2,500
Rosedale New Horizons Seniors Club	\$ 2,500
Simpsons Corner Community Hall Society	\$ 2,500
South Shore Bluegrass Music Association	\$ 2,000
South Shore Waldorf School	\$ 2,500
St. John-in-the-Wilderness Anglican Church	\$ 2,500
St. John's Anglican Church Hall	\$ 2,500
St. Luke's Ladies Aid Community Hall	\$ 1,250
Tancook Island Recreational Centre Assoc	\$ 750
Trinity United Church - Rose Bay	\$ 2,500
Union Square Community Hall	\$ 1,225
Upper Cornwall Community Hall	\$ 2,500
Upper Northfield Community Hall	\$ 2,500
Vogler's Cove Community Hall	\$ 2,500
Wesley United Church	\$ 2,500
West Northfield Community Centre	\$ 2,500

CONCLUSIONS

Municipal Council established an Emergency Assistance Fund to support community facilities who have been affected by the pandemic and the related public health restrictions. The applications demonstrate the need for such a program to support these valuable community assets. The award of the funds to match the eligible funding requests will provide significant support to these facilities during a very difficult year.

Council
Item: #10.1.2
Date: March 22, 2022
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Report to Council

Report To: Mayor and Municipal Council Members
Submitted By: April Whynot-Lohnes, Municipal Clerk
Date: March 16, 2022
Re: Funding Option – Lunenburg County Christmas Tree Producers Association

At the March 8, 2022 Council meeting, Murray Crouse, President of LCCTPA, Anzil Blackadar, Chairman of Special Events Committee, and Andrew Crouse, Chairman of Executive Committee, were in attendance.

Mr. Murray gave a presentation on the Association's plan to upgrade their office building and provided background information on the Christmas tree industry and the value it has on the local economy in Lunenburg County.

Mr. Murray explained that the LCCTPA was looking for financial support to help towards the cost of renovating the building as their funding comes from memberships and the costs are higher than they can absorb. The Association does not fit within the criteria for municipal grant funds and staff was directed to investigate options for a one-time grant and report back to Council for further consideration.

Staff has determined that Municipal Council, under the MGA has the authority to grant funds if council deems the project worthy. Therefore, should council wish to award a one-time grant the contingency fund would be the appropriate avenue and the following motion would be necessary.

“That municipal council approve a one-time grant in the amount of \$5,500.00 to the Lunenburg County Christmas Tree Producers Association for building renovations and that the funds be taken from the contingency fund.”



Municipality of the District of Lunenburg

Report to Council

Report To: Municipal Council
Submitted By: Bill Schurman, Director of Recreation, Parks & Tourism
Date: March 15, 2022
Re: APPLICATION: Major Recreation Capital Grant – Lunenburg Yacht Club

Recommendation

That Municipal Council approve the application from the Lunenburg Yacht Club (LYC) for a Major Recreation Capital Grant in the amount of \$10,000 for urgent repairs to the roof structure of the clubhouse.

Executive Summary

MODL Major Recreation Capital Grant policy MDL-43 provides the opportunity to eligible organizations to submit late applications to Council for funding, providing all applications received prior to March 1, 2021 have been reviewed by Council and there are funds still available.

Background

The Lunenburg Yacht Club (LYC) have applied for funding to undertake urgent roof structure repairs to their clubhouse. The LYC offers programs, services and equipment that are used by the community, such as The Sailable, SailAll, rowing, and Learn to Sail. The LYC provides the only on-water fuelling (gas and diesel) in Mahone Bay, which is utilized by Mahone In-Shore Rescue. The project budget submitted totals \$24,613. LYC is requesting a contribution from MODL through a major recreation capital grant of \$10,000. The balance of the project costs will be covered by LYC. Recreation Parks and Tourism staff have reviewed the application and confirms it meets eligibility requirements, outlined in Policy MDL-43.

Budget Implication

Budget is available within the approved 2021-2022 recreation community grant category.

Alternatives

Not to award a Major Recreation Capital Grant to LYC for roof repairs.

Conclusion

The application put forward by the LYC meets required criteria for the Major Recreation Capital Grant, as a Late Application.

Department: Recreation, Parks & Tourism

Report Prepared By: Bill Schurman

Date: March 15, 2022

Report Approved By: Bill Schurman

Date: March 15, 2022

Reviewed By CAO:

Date:



Municipality of the District of Lunenburg

Report to Council

Report To: Municipal Council
Submitted By: Tissy Bolivar, Program Coordinator
Date: March 22, 2022
Re: Sponsorship Ad Grant: Hinchinbrook Farm

Recommendation

That Municipal Council approve the sponsorship ad request of **Hinchinbrook Farm** for **\$500**, as a sign sponsor at their facility.

Executive Summary

Hinchinbrook Farm provides a therapeutic horseback riding program, based in Blockhouse, to support the physical, mental, and emotional well-being of persons with disabilities. They are seeking sponsorship through a sign sponsor to support their efforts.

Background

The Hinchinbrook Farm Society is a non-profit organization whose prime objective is to provide a therapeutic horseback riding program to support the physical, mental, and emotional well-being of persons with disabilities. Its main clients are families with autism.

This is the only facility of the 2 riding locations registered with the Nova Scotia Equestrian Federation that provides therapeutic riding, using very close contact between client and horse as a partner to bring the autistic child into the exterior world as often these children are very insular and removed from the outside environment.

Sponsorship would include a 2.5'x4' sign in a prominent location at the Farm, either in the entrance driveway or on the side of the barn. There are approximately 300 visitors to the location annually.

MODL supports many families through PRO Kids to access the horseback riding program at the Farm. We are proposing using the sample sign included.



We have not provided a Sponsorship Ad Grant to this organization in the past.

Budget Implication

The Sponsorship Ad Grant budget is \$6,000.

To date, \$1247.50 has been awarded. There is one additional request from this budget for \$500.

Alternatives

1. Not to award a Sponsorship Ad Grant to Hinchinbrook Farm.

Conclusion

The application put forward by Hinchinbrook Farm meets required criteria for the Sponsorship Ad Grant and it is recommended by staff to approve the request of \$500 towards their efforts.

Department: Recreation

Report Prepared By: Tissy Bolivar

Date: March 15, 2022

Report Approved By:

Date:

Reviewed By CAO:

Date:



Municipality of the District of Lunenburg

Report to Council

Report To: Municipal Council
Submitted By: Tissy Bolivar, Program Coordinator
Date: March 22, 2022
Re: Sponsorship Ad Grant: The BURG Classic
Community Fundraising Event

Recommendation

That Municipal Council approve the sponsorship ad request of **The Burg Classic** for **\$500**, for the “Silver” level sponsorship for the Community Fundraising Event.

Executive Summary

The BURG Classic aims to help deserving locals who have suffered life-changing situations or are undergoing life-changing hardships. For the past 2 years, the BURG Classic has been on pause due to the pandemic. They have planned a revamp and expansion of their event this year to include a golf tournament in May.

Background

In 2013, a group of motivated members of the community got together to reinstate a men’s hockey tournament and social event in Lunenburg. Starting with 4, the BURG Classic now hosts between 18-20 teams annually. The weekend typically features social nights at multiple local venues, a community dance, silent auction, various rink games, family skate and other fund-raising efforts. This year, they will be adding a golf tournament in May (TBD). The hockey tournament is taking place March 31 – April 3, 2022.

As a result of the pandemic, The BURG Classic had to be put on pause; in their most recent edition of the tournament, they raised over \$37,000, with 100% of the proceeds being donated to local causes and multiple local organizations. They are excited to bring back a revamped event and more important, provide some support to those in the community who need it.

With a focus on bringing the local community together, the BURG Classic aims to help deserving locals who have suffered life-changing situations or are undergoing life-changing hardships. The

event features hockey teams from all over Nova Scotia and is supported by sponsors across the province as well.

“Silver” level of sponsorship includes:

- Our logo will be displayed on Silver level sponsor board both tournaments
- Our logo displayed as Silver level sponsor during the dance
- Our logo will be included on a sponsor feature on the event Facebook page, highlighting Silver designation
- A 1/4-page ad in the hockey tournament brochure
- Advertising space at the golf course on designated holes for one (1) promotional banner or poster

We sponsored this event in 2019 as a Bronze level sponsor for \$250 + a silent auction donation.

Budget Implication

The Sponsorship Ad Grant budget is \$6,000. To date, \$1247.50 has been awarded. There is one additional request from this budget for \$500.

Alternatives

1. Not to award a Sponsorship Ad Grant to The BURG Classic Community Fundraising Event.
2. Award a lesser amount, based on the application.

Conclusion

The application put forward by The BURG Classic Community Fundraising Event meets required criteria for the Sponsorship Ad Grant and it is recommended by staff to approve the request of \$500 towards their efforts.

Department: Recreation

Report Prepared By: Tissy Bolivar

Date: March 15, 2022

Report Approved By:

Date:

Reviewed By CAO:

Date:



Municipality of the District of Lunenburg

Request for Decision

Report to: Council
Submitted by: Jeff Merrill, MCIP, LPP, Director of Planning & Development Services
Date: March 22, 2022
Re: Fire Inspection Agreement with Town of Bridgewater

Recommendation

That Municipal Council authorizes the Mayor and Municipal Clerk to sign a fire inspection services agreement for MODL to provide fire inspection to the Town of Bridgewater and further that before signing the agreement that a legal review be completed.

Discussion

Municipality of the District a Lunenburg, the District of Chester, Town of Mahone Bay, and the Town of Lunenburg have entered into a regional building services agreement. MODL is the lead agency in providing the regional services. In December 2021 MODL hired an Inspection Services Manager for the regional service. In January 2022 MODL filled a regional vacancy when we hired a Fire Inspector/Building Official and a second vacancy will be filled April 1st.

The Town of Bridgewater is currently not a partner to the regional agreement. However, with recent staffing changes at the Town of Bridgewater the town has indicated that they're interested in joining the regional partnership agreement. Until the town of Bridgewater can join regional agreement, they are in immediate need of fire inspection services and have asked MODL to provide the service.

Bridgewater is currently receiving building inspection services through an agreement with MODL. Building inspection services are billed on an hourly rate basis multiplied by 1.49.

It's anticipated that in the near future a different funding model (other than an hourly rate multiplier) will be worked out with the regional partners however in the meantime this

agreement will allow MODL to start providing the required fire inspection service to Bridgewater.

Budget implications

Staff time will be billed at the staff's hourly rate multiplied by 1.49 plus kilometrage billed at MODL's kilometrage rate.

Strategic plan

Work regionally to provide building inspection, fire inspection and dangerous and unsightly services to ensure a sustainable service and continuity in service delivery.

Council
Item: #10.3.2
Date: March 22, 2022
Authorization: T. MacEwan



Municipality of the District of Lunenburg

Request for Decision

Report to: Council
Submitted by: Jeff Merrill, MCIP, LPP, Director of Planning & Development Services
Date: March 22, 2022
Re: Pre-Budget Approval for two Planner 1s for an 18-month term

Recommendation

That Municipal Council gives pre-budget approval to hire two Planner 1 positions for an 18-month term.

And

That the Council send a letter to the Minister of Municipal Affairs requesting an extension until March 31, 2024, to implement minimum mandatory planning.

Background

On December 3, 2019, Bill 58 was proclaimed making planning mandatory in all areas of the municipality, setting minimum planning requirements, and requiring engagement with abutting municipalities on planning matters. On January 24, 2020 the Minister of Municipal Affairs and Housing informed municipalities that Bill 58 was proclaimed. The Minister clarified that the timeline for complying with the new requirements is the end of 2022.

In June 2020 the municipality hired a Senior Planner to lead the plan development process branded MODL 2040. Since that time MODL has been working towards implementing municipal-wide planning. To date Staff reviewed existing plans and wrote a background report on the key issues for the project. Public feedback was summarized in 'what we heard' report for Council. Council held workshops to develop a Mission, Vision, and Values for MODL. A public consultation process was held to review and improve the draft vision and goals. Staff has begun writing draft policies and held workshops with Council on affordable housing, flood risk

and source drinking water protection. Staff has also begun conducting stakeholder engagement on draft policies.

Discussion

Staff has developed a detailed workplan and timeline for the work needed to complete the development of a Municipal Planning Strategy and Land Use By-law that meets the minimum mandatory planning requirements.

The assumptions of the workplan and timeline are:

- Staff will take vacation;
- Current workload from non-MODL2040 projects (such as planning applications and boundary review) will continue;
- identifies seven major policy areas:
 1. Drinking water protection
 2. Flood risk
 3. Housing
 4. Infrastructure and services
 5. Future land use
 6. Lakefront development (water quality protection)
 7. Agricultural lands protection
- All other policy areas of the Municipal Planning Strategy, as currently structured, constitute minor policy areas;
- The staff can handle two major policy areas at the same time;
- Three minor policy areas are the equivalent of one major policy area;
- MODL will continue to employ three summer interns until the project is complete;

The detailed workplan takes the project to August 2024. Which would then require an additional 6 months for PAC and Council to go through the plan approval process before sending to the Minister of Municipal Affairs an Municipal Planning Strategy (MPS) and Land Use By-law (LUB) for approval. Staff recognizes that there is an election in October of 2024 which would delay the approval process as a new Council would need time to get up to speed on the issues prior to approving the MPS and LUB.

The timeline can be shortened by adding additional staff resources. Staff are recommending pre-budget approval for two entry level Planner positions for an 18-month term. Adding the two term positions would shorten the timeline to August 2023 with an additional 6 months for the approval process.

Although the province has mandated December 2022 as the deadline, they're interested in the seeing quality planning work being completed and are open to granting extensions if they know the municipality is working thought the process. Staff has had a discussion with the Provincial Planning Director who has indicated that the province is open to reviewing a request for an extension. To request an extension Council will need to write a letter to the Minister of Municipal Affairs outlining the request and share our workplan and timeline.

Budget implications

Based on an annual salary of \$55,000 each cost of salaries & benefits for two Planner 1 positions in the 2022/23 fiscal year would be \$124,035.

Strategic plan

"MODL 2040: Municipal-Wide Planning" is listed in Council's strategic plan under the "Sustainable Planning" heading.

Conclusion

Adding two 18-month "Planner 1" term positions would reduce the MODL2040 project timeline by one year. The cost for the 2022/23 fiscal year would be \$124,035. The Planning class of 2022 is currently seeking employment opportunities. Having pre-budget approval will put MODL in a better hiring position.



Municipality of the District of Lunenburg

Request for Decision

Report to: Council
Submitted by: Graham Hopkins, Inspection Services Manager
Date: 15 March 2022
Re: Surplus Vehicle - 2011 Ford Escape

Recommendation

That Council declare the Municipally owned 2011 Ford Escape as surplus and to be sold at public tender.

Discussion

The 2011 Ford Escape has an estimated repair bill of over \$11 000 to pass its safety inspection. This is more than the value of the vehicle, and it is not financially prudent to invest any more money into a vehicle that is eleven years old and worth approximately \$1000.00.

Budget implications

There are no budget implications.

Conclusion

The repair bill far exceeds the value of the vehicle and as such, should be sold at public tender.

Department: Planning & Development Services

Report Prepared By: Graham Hopkins Date:

Report Approved By: Date:

Reviewed By CAO: Date: