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Municipal Council Meeting Agenda

Tuesday, September 8, 2026 – 6:00 p.m.

MODL Council Chambers – 10 Allée Champlain Drive, Cookville

- 1. Call to Order**
 - 1.1 Mi'kma'ki Territorial Acknowledgement
- 2. Announcements, Acknowledgements, Recognition**
- 3. Public Input (15 Minutes)**
- 4. Changes/Approval of Agenda** (as circulated)
- 5. Approval of Minutes** - Council July 28, 2026
Public Hearing July 29, 2026
Special Council July 29, 2026
Special Council August 4, 2026
- 6. Business Arising from Minutes**
- 7. Awarding of Tenders/RFPs**
 - 7.1 Award of Tender 2026-01-001 Snow Removal Services on Municipal Properties..... 1-3
 - 7.2 Award of Tender 2026-05-004 MushaMush Road Upgrades..... 4-6
 - 7.3 Award of Maker Space Equipment – Community Hub..... 7-9
- 8. Presentations/Scheduled Times**
 - 8.1 Business Hub Upscaling, David Gomes Bourdier 6:15 p.m. 10-15
- 9. Consideration of Correspondence - Nil**
- 10. Recommendations from Committees & Boards**
 - 10.1 Planning Advisory Committee** 16
 - 10.1.1 Proposed Amendments to Osprey Village Secondary Planning Strategy (By-law 020) and Secondary Land Use By-law (By-law 021) 17-35
- 11. Staff Reports**
 - 11.1 Recreation, Parks & Tourism**
 - 11.1.1 Designated Community Fund – Lunenburg Yacht Club 36-37

11.2 Administration

- 11.2.1 Service Agreement re Animal Control Services & Impound Facilities 38-44
- 11.2.2 J Class Subdivision Street Paving – Darby’s Head Road Tender Cost Approval 45-46
- 11.2.3 Policy 109 Closure of Public Streets PIDs 60742368 & 60742376 47-53

11.3 Planning & Development

- 11.3.1 Energize Together - Regional Energy Navigation Service Agreements 54-145

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

- 12.1 MJSB Update
- 12.2 CAO Evaluation Process – Councillor Reinhardt
- 12.3 Deputy Mayor’s Update
- 12.4 Mayor’s Update

13. Added Items

14. In Camera

- 14.1 Contract Negotiations under Section 22(2)(e) of the MGA
- 14.2 Contract Negotiations under Section 22(2)(e) of the MGA

15. Adjournment

Council
Item 7.1
September 8, 2026
Authorizatin: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: James Burgess P.Eng., Senior Municipal Engineer

Date: September 8, 2026

Re: Award of Tender 2026-01-001 Snow Removal Services for Municipal Properties

Recommendation

Council authorize staff to award Tender 2026-01-001 Snow Removal Services for Municipal Properties 2026-2029 to 3051308 Nova Scotia Ltd. Gerhardt Property Improvement for the Estimated Cost of \$346,974.87, including net HST.

Executive summary

N/A

Background

The Municipality of the District of Lunenburg (MODL) maintains numerous Municipally owned facilities and wastewater infrastructure. These Municipal properties require maintenance during the winter months to ensure they can be used safely by tenants, residents and staff. This work includes the plowing of snow on both paved and gravel surfaces with the application of salt and sand, respectively. Ensuring this work is completed promptly following a winter weather event allows for the safe continued use of these properties and infrastructure throughout the winter.

Discussion

The tender document was issued on August 6, 2026, and closed at 2:00 pm on August 20, 2026. One (1) submission was received by the Tender deadline. The submission is summarized in the table below:

Contractor	2026/2027	2027/2028	2028/2029	Total Price (Net HST)
Gerhardt Property Improvements Ltd.	\$102,011.57	\$108,099.37	\$111,255.27	\$321,366.21

Strategic Focus

This project supports the Strategic Priority of Infrastructure Upgrades, Expansion, and Management.

Budget/Financial Implications

The snow and ice removal services for Municipal properties were included in the 2026-2027 operating budget. The Estimated Cost that Gerhardt Property Improvements has submitted is within MODL's Council approved operating budget.

Climate Change/sustainability

N/A

Inclusion Diversity equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

N/A

Work plan

N/A

Alternatives

This work is considered critical and not awarding this Tender would greatly impact the Municipality's ability to operate facilities following winter storm events.

Conclusion

Tender 2026-01-001 Snow Removal Services for Municipal Properties closed on August 20, 2026, and the Municipality received one (1) submission by the Tender closing date, the Estimated Cost of submission is within the Municipal Operating Budget.

Report Preparation	
Department	Engineering and Public Works
Report Prepared by	James Burgess P.Eng. Senior Municipal Engineer
Report Approved by	
Date Reviewed by C.A.O.	

Council
Item 7.2
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Stephen W. Pace, MBA, P.Eng.

Date: September 8, 2026

Re: Request for Decision – Tender 2026-05-004 - Mushamush Beach Park Road Upgrades

Recommendations

Council to not award Tender 2026-05-004 - Mushamush Beach Park Road Upgrades project.

Council direct staff to explore other methods of upgrading the Mushamush Beach Park Road utilizing internal resources and service provider on the Municipal General Road Maintenance Tender.

Executive summary

N/A

Background

The Municipality of the District of Lunenburg (MODL) operates numerous parks within its boundaries, often in unique out of the way places. Mushamush Beach Park is one such place located on Big Mushamush Lake providing park visitors with a place to access the lake for recreational activities such as swimming, paddling and enjoying the outdoor environment.

Council has supported Mushamush Beach Park with numerous projects to increase the services and improve access to the park. The objective of this project is to provide upgrades to the access road which will improve drainage and create a much smoother road into the park.

Discussion

Tender 2026-05-004 Mushamush Beach Park Upgrades was issued on July 29, 2026, and closed at 2:00 pm on August 12, 2026. Five (5) submissions were received by the Tender deadline. Only three submissions were compliant. The compliant submissions are as summarized in the table below:

Contractor	Estimated Total Cost (incl net HST)
Dexter Construction Ltd.	\$555,346.29
Atlantic Road Construction and Paving Ltd.	\$1,163,113.24
Nexco Group Limited	\$813,098.03

Strategic Focus

This project supports Council's Strategic Priority of Infrastructure Upgrades, Expansion and Management.

Budget/Financial Implications

The 2026-2027 Capital Budget includes this project with a total capital budget amount of \$250,000.00. The lowest submission of \$555,346 for this work exceeds the total budget amount allotted by Council.

Climate Change/sustainability

N/A

Inclusion Diversity equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

Due to the nature of roadwork, access to the park will be interrupted during construction and will require notification to park users and residents of Municipal Park regarding closures.

Work plan

The intention is to have the outlined work completed within the Fiscal Year with Substantial Completion by November 30, 2026.

Alternatives

Award Tender 2026-05-004 Mushamush Beach Park Road Upgrades to the lowest compliant bidder, Dexter Construction Company Ltd., for an estimated amount of \$534,720, excluding HST.

Conclusion

Following the closing of Tender 2026-05-004 Mushamush Beach Park Road Upgrades, there were three (3) compliant Tender submissions for consideration all of which exceed the Council approved budget of \$250,000 for this project.

Report Preparation	
Department	Engineering and Public Works
Report Prepared by	Stephen W. Pace MBA, P.Eng. Director of Engineering & Public Works
Report Approved by	
Date Reviewed by C.A.O.	

Council
Item 7.3
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council

Submitted by: Mark Strickland - Business Development Officer

Date: August 31, 2026

Re: Community Hub – Maker Space Equipment

Recommendation

That Council authorizes staff to award CDW Canada Inc. (CDW) the Community Hub Maker Space Equipment using the Kinetic GPO System, in the Amount of \$ 35,409.00 not including HST.

Executive summary

The District of Lunenburg is a member of Kinetic GPO vendor number is #11305.

Kinetic GPO is a Canadian group purchasing organization with public sector members across Canada. Contracts are awarded in compliance with National and Regional trade agreements. On behalf of our members, Kinetic has facilitated the upfront public procurement requirements as outlined by said trade agreements. Tender opportunities are posted on eight different procurement websites, including the Province of Nova Scotia Procurement Portal. Contracts typically run for a 3-year term with two 1-year optional renewal years. Kinetic acts as a resource for the procurement team, providing insight into our suppliers and practical procurement advisory service where needed.

CDW was contacted to quote for the equipment for the Community Hub Maker Space Equipment. They quoted the equipment through their regular listed available inventory. The individual quotes are as follows:

- Meta Quest VR System \$ 1, 749
- V850 Pro High Resolution Scanner \$ 2,414

- Makey Makey Classroom Kit \$ 887
- Ultimaker S7 3D Printer \$8,905
- View Sonic Short Throw Projector \$ 771
- HP Large Format Color Scanner \$ 15,269
- Space One Headphones \$ 94
- MX255 Smart Board 55 inch \$ 4,825
- Smart Cart Smart Board \$ 495

Discussion

Council approved the Community Hub project in the 2023/2024 budget which was part of a partnership with WellTide Health to bring a new Collaborative Healthcare / Community Hub facility to the area and would see the development of a commercial kitchen, event space, boardroom, café and offices. The Municipality partnered with South Shore Public Libraries (SSPL) to utilize an area of the Hub as a programming space. The Maker Space is part of the programming for SSPL being located within the Community Hub.

The successful grant from the Atlantic Canada Opportunities Agency (ACOA) eases the financial burden to the District of Lunenburg by offsetting the Maker Space Equipment Costs.

Strategic Focus

The project aligns with Council's Strategic Directions of Quality of Life, Affordability and Social and Social inclusion

Budget/Financial Implications

The District of Lunenburg received a quote from CDW for \$ 35,409 not including HST for Community Hub Maker Space and is part of the overall project budget. The District of Lunenburg has been successful in acquiring a grant from ACOA to offset these expenditures.

Climate Change/sustainability

N/A

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

N/A

Work plan

This project is part of the Department of Economic Development current 5-year Strategic Plan

Alternatives

That Municipal Council can decline the RFD and direct staff to look for alternative quotes for the Maker Space Equipment.

Conclusion

Staff recommend awarding Maker Space Equipment to CDW under Kinetic GPO.

Report Preparation	
Department	Economic Development
Report Prepared by	Mark Strickland - Business Development Officer
Report Approved by	Dave Waters, Director of Economic Development
Date Reviewed by C.A.O.	

Business Hub Upscaling

Council
Item 8.1
September 8, 2026
Authorization: T. MacEwan

Unleashing the full Community Hub
potential for economic growth

An entrepreneur's point of view



Math & Science
Teacher



Augmented
Reality Designer



Construction
Project Manager



Educational
Project Manager

Business Hub

1. Professional training design and management

Targeted professional training for local businesses

Example of our hospitality industry:

- Improving the culture of quality service on the South Shore
- Professional kitchen + event room = perfect training combo
- Local expertise to share in a professional training setting



Business Hub

1. Professional training design and management
2. Incubator's Program

Incubator's Program

An enterprise incubator is a collaborative program that helps new and growing companies by providing **workspace, mentorship, and business support** services.

- Small baked businesses needing to practice at a larger scale before investing
 - Food start-ups needing to experiment in a professional setting
 - Technology-oriented start-ups needing prototyping guidance
- => Need for a dedicated **Incubator Program representative**



Business Hub

1. Professional training design and management
2. Incubator's Program
3. Let's innovate!

Technology Innovation Cluster

- Mobility is an actual challenge for many Nova Scotians:
 - Simple and light vehicles are cheaper to build and to maintain
- The country is looking for solutions to face tariffs and Chinese competition:
 - LEVs can largely be locally produced with off-the-shelf materials
- The supply chain is already there!

**Let's explore the possibilities for Light Electric Vehicles (LEV)
and take the wave at the start!**



Wuling Hongguang (China)



Kilow (France)



Electrom (Canada-BC)

Business Hub Upscaling

Professional training

Better response to local companies needs

Full incubator program

Mentorship dedicated to enterprise growth

Innovation cluster

Communicate and leverage our local expertise to create meaningful innovations

Let's discuss how MODL and MID Studio can partner to gather institutional support and private sponsorship and leverage the full potential of the Community Hub!



Council
Item 10.1
September 8, 2026
Authorization: T. MacEwan

Memorandum

To: Her Worship, Mayor McLean-Wile and Councillors

From: Chairperson & Members of the Planning Advisory Committee

Date: July 23, 2026

Re: Recommendations of the Planning Advisory Committee

The Planning Advisory Committee, in session on Tuesday, July 23, 2026, made the following recommendations to Council:

1. That Municipal Council approve the proposed amendments to the Osprey Village Secondary Planning Strategy (By-law No 020) and the Secondary Land Use By-law (By-law No 021) dated July 15, 2026.

Respectfully submitted,

Chairman and Members
Planning Advisory Committee

/jh
Attachments

Council
Item 10.1.1
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Mayor and Municipal Council

Submitted by: Rosemary Young, Planner 1

Date: September 8, 2026

Re: Proposed Redesignation and Rezoning of PID 60631009 for Commercial and Open Space Uses - Osprey Village Secondary Planning Strategy and Land Use By-law

Recommendations

Resulting from the meeting of the Planning Advisory Committee on July 23, 2026, the following decisions are recommended to Municipal Council:

- 1. That Council accept the recommendation of the Planning Advisory Committee and give notice of its intention to approve a by-law amending the Osprey Village Secondary Planning Strategy (By-law No 020) and the Osprey Village Land Use By-law (By-law No 021) dated July 15, 2026 to permit commercial development serviced by on-site services on PID 60631009 (see Appendix A and B).**
- 2. Further, that Council set a date and time for a public hearing regarding its intention to approve the proposed amendments to the Osprey Village Secondary Planning Strategy (By-law No 020) and the Osprey Village Land Use By-law (By-law No 021) dated July 15, 2026 on October 13, 2026, at 5:30PM.**

Executive Summary

On April 14, 2026, Council directed staff to initiate amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law to permit commercial development serviced by on-site services on PID 60631009. The property is currently designated and zoned for high-density residential development; however, municipal servicing is no longer planned for the site, limiting its suitability for residential development at the densities required by the existing

zoning. Proposed amendments would generally allow for more flexibility, permitting a broader range of uses on one part of the property, while protecting open space on the remainder lot.

Background

PID 60631009 is a municipally owned parcel of land. The Municipality is considering the sale of a portion of the land. There has been recent interest from a developer in developing the property for commercial use with on-site services. The Municipality has the option to sell part of the property to the developer. If Council decides to sell a piece of the property to the interested developer, amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law would be required as a condition of sale. However, there is also a planning rationale for the proposed amendments (see Appendix A and B).

The property currently falls within the High-Density Residential Zone of the Osprey Village Land Use By-law, and the Residential Designation of the Osprey Village Secondary Planning Strategy and Generalized Future Land Use Map (GFLUM).

The property was initially zoned for High Density Residential as it was intended to be serviced by municipal water and sewer following Phase 3 of the Cookville Wastewater Facilities Expansion Project. However, a recent analysis demonstrated that a similar level of investment in Bridgewater's wastewater facility upgrades could support the creation of more residential units in Hebbville and Dayspring over time. With central servicing no longer a priority for the parcel at the time of this report, the site is unlikely to support the minimum density required under the High-Density Residential Zone – 25 units per hectare. As a result, amendments to both the Secondary Planning Strategy and Land Use By-law are recommended from a planning perspective.

Discussion

Public Engagement

A notice of potential amendments was sent to residents within a 30 m radius of the property, posted on the Municipality's Engage page, and the Municipality's website. A public information session was held on April 22, 2026, to discuss the amendment process and the proposed changes. Three residents attended the public information session. Comments focused on concerns about surface water drainage, wetland protection, and the potential impact on neighbourhood character. Specifically, residents were concerned that the proposed rezoning would not protect all the wetlands on the property. Additionally, residents felt that a commercial use does not align with the Osprey Village Enhancement and Beautification Concept Plan and were concerned about the property turning into another box-like

development like Walmart. Residents urged planning staff and Council to consider what the sale of the property would do for the community and the Municipality 10-15 years in the future.

Stakeholder Engagement

A letter was also sent to internal and external stakeholders outlining that Council would be considering amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law. The responses from these departments and agencies have been detailed in the policy criteria chart contained in Appendix C. In summary, feedback focused on the following themes: environmental considerations, traffic and school context, and open space and community integration.

For example, comments identified the presence of wetlands, drainage considerations, and natural features. Concerns were raised regarding the site's proximity to the adjacent school, including potential traffic and pedestrian safety implications. Stakeholders also emphasized the importance of establishing a buffer between the school and the commercial use to promote compatibility with surrounding properties.

A subset of comments indicated that it is difficult to evaluate the criteria laid out in the Secondary Planning Strategy without knowing the specific development proposed for the property. That said, stakeholders internal to the Municipality of the District of Lunenburg appreciated that the proposed amendments would result in more land being retained as open space.

Planning Advisory Committee meeting

On July 23, 2026, the proposed amendments were presented to the Planning Advisory Committee. During this meeting, the Planning Advisory Committee passed the following motion:

“That the Planning Advisory Committee recommends that Council approve the proposed amendments to the Osprey Village Secondary Planning Strategy (By-law No 020) and the Secondary Land Use By-law (By-law No 021) dated July 15, 2026.”

The meeting included a thorough discussion of the proposed amendments. Specifically, there was the question of whether a second access point to the property could be required as a condition of sale. The Committee also discussed the themes emerging from the public and stakeholder input, including the need for adequate buffers and wetland protection. The members at large also expressed some concern over the fact that the specific development proposal is unknown to the public at this stage. Councilor Edgar Burns spoke as a member of

the public, stating that the proposal seemed to provide a reasonable compromise to public concerns through wetland protection, open space, and buffering measures.

Analysis

While public input was generally negative, most of the comments received reflected concern about the future development of the site, rather than the proposed amendments to the zoning framework. However, some residents expressed concern that the change would not adequately protect all wetlands on the site.

While one stakeholder was explicitly opposed to the rezoning, planning staff are of the opinion that the existing High-Density Residential Zone no longer represents the most appropriate zoning framework for the property. As indicated earlier in the report, there are no current plans to extend municipal servicing to the site. In the absence of these services, the property is unlikely to support high-density residential development. The proposed General Commercial Zone provides a more practical and flexible land use framework given current servicing realities, creating residential, commercial, institutional and recreational opportunities. Additional amendments to the planning documents would allow for development that can be accommodated by on-site services. The proposed amendments would also function to preserve open space on the property.

In considering the proposed amendments, Council should note that development within the General Commercial Zone is subject to Site Plan Approval and other requirements respecting landscaping, buffering, access management, architectural design, and stormwater management. These provisions provide a framework to address many of the concerns raised during public and stakeholder engagement. Moreover, the Municipal-wide Zoning Map identifies one wetland on the property (as shown in Appendix D), meaning a 20 m setback would apply to that wetland. The required 20 m setback would offer some additional protection to help address the considerations raised by residents regarding wetlands. Further, any alteration of wetlands identified on the property (see Appendix E) would require notification to or approvals from Nova Scotia Environment and Climate Change.

Work plan

Table 1 shows a tentative work schedule for the proposed amendment process.

Legislative Authority	Provision	Scheduled Date
MGA s. 205(2)	Council holds first reading	September 8, 2026

MGA s. 205(2)	Council holds a public hearing	October 13, 2026 (TBD)
MGA s. 205(8)	Council passes a second reading	TBD
MGA s. 208(10)	Clerk publishes a notice of approval	TBD

Alternatives

Council may choose not to approve the proposed amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law, and not to set a date and time for a public hearing. Council may also choose a date alternative to the one proposed for the public hearing.

Conclusion

After considering public input, stakeholder feedback, the discussion held by the Planning Advisory Committee, and the applicable planning policy framework, planning staff recommend that:

- Council approve the proposed amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law to redesignate and rezone PID 60631009 from the High-Density Residential Zone to the General Commercial Zone under the Enterprise Designation and the Open Space Zone under the Community Designation.
- Council approve the proposed amendments to exempt PID 60631009 from the requirement for central services in Section 6.1.4 of the Osprey Village Secondary Land Use By-law.
- Council approve the proposed amendments to exempt PID 60631009 from the requirement of the General Commercial Zone that a residential use meets the minimum of 25 residential units per hectare.

Report Preparation	
Department	Planning & Development Services
Report Prepared by	Rosemary Young, Planner 1
Report Approved by	Jeff Merrill, LPP, MCIP, Director
Date Reviewed by C.A.O.	

Appendix A

Municipality of the District of Lunenburg

Amending By-law Details	
Name	Amendments to the Osprey Village Secondary Planning Strategy 2026
Number	020H
Legislative Authority	Municipal Government Act, Section 205
Effective Date	

Be it enacted by the Council of the Municipality of the District of Lunenburg, under the authority of Section 205 of the **Municipal Government Act**, as follows:

Title

- 1 This By-law is titled the Amendments to the Osprey Village Secondary Planning Strategy and may be cited as the Osprey Village Secondary Planning Strategy Amendment By-Law (2026).

Amendments to the Secondary Planning Strategy (By-law 020)

- 2 Map 1 of By-law 020, the Generalized Future Land Use Map, is amended as attached in Schedule A of this By-law.

MUNICIPALITY OF THE DISTRICT OF LUNenburg
OSPREY VILLAGE
 By-law 020 - Map 1
 Generalized Future Land Use
DRAFT

Legend:

- Residential
- Enterprise
- Industrial
- Community

Scale: 0 50 100 200 300 Metres
 1:10,000

Map Labels:

- Osprey Village Planning Area
- Enterprise
- Community
- Natural Heritage Trail
- Highway 103
- Highway 104
- Former Lunenburg Municipal Industrial Planning Area
- Industrial
- Residential
- Hardy Whynick Rd
- Osprey Village Rd
- Wynnot Rd
- Cooper Lane

Appendix B

Municipality of the District of Lunenburg

Amending By-law Details	
Name	Amendments to the Osprey Village Land Use By-Law 2026
Number	021J
Legislative Authority	Municipal Government Act, Section 205
Effective Date	

Be it enacted by the Council of the Municipality of the District of Lunenburg, under the authority of Section 205 of the **Municipal Government Act**, as follows:

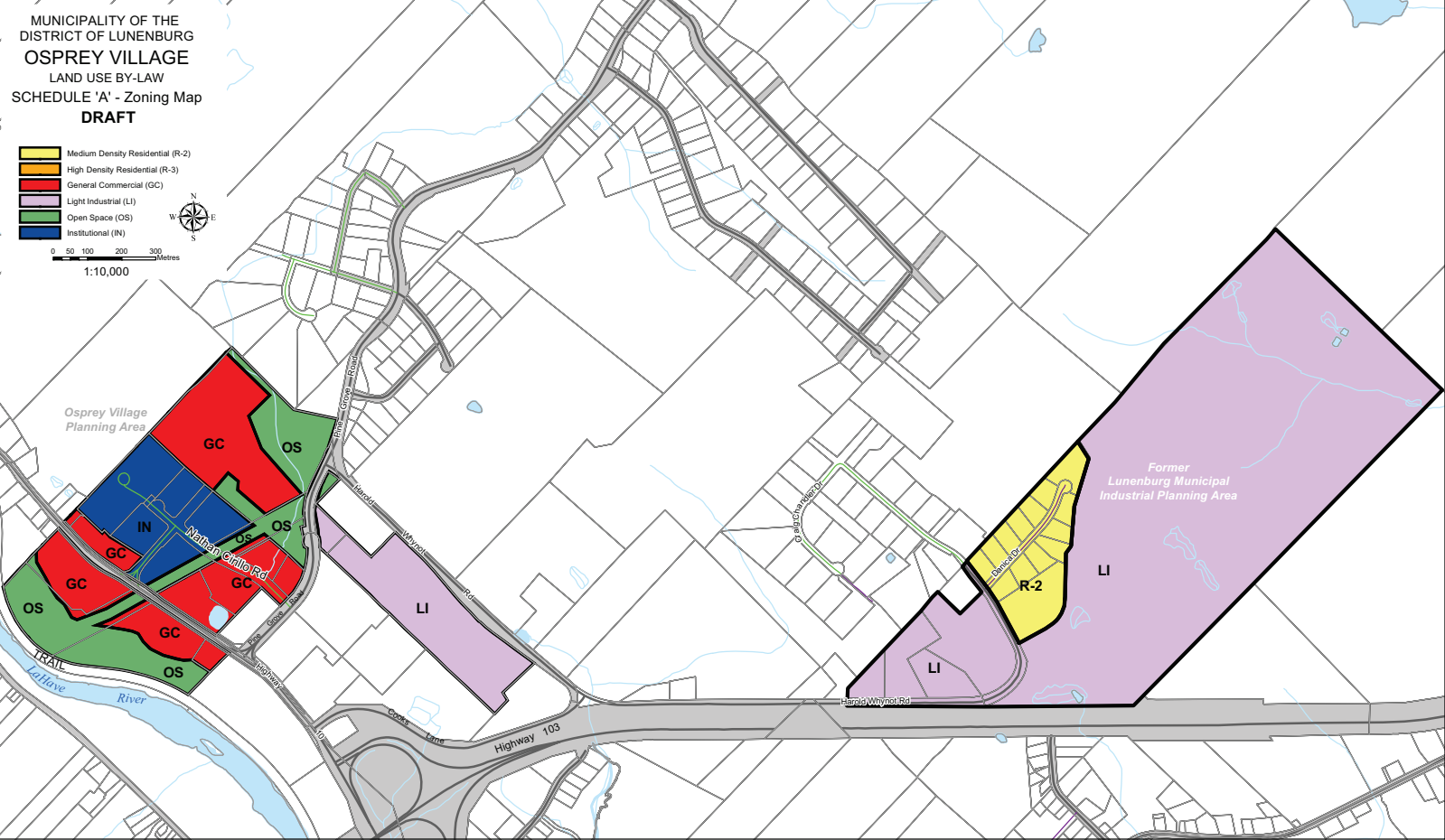
Title

- 1 This By-law is titled the Amendments to the Osprey Village Land Use By-law and may be cited as the Osprey Village Land Use By-law Amendment By-Law (2026).

Amendments to the Land Use By-law (By-law 021)

- 2 Schedule A of By-law 021, Zoning Map, is amended as attached in Schedule A of this By-law.
- 3 Part 6 of By-law 021 is amended by adding within section 6.1.4 a clause (a) stating:
“Despite Section 6.1.4, PID#60631009 is exempt from the requirement to be serviced with central sewer and/or water”.
- 4 Part 6 of By-law 021 is amended by adding within clause 6.3.1h) a subclause (i) stating:
“Despite Section 6.3.1h), PID#60631009 is exempt from the requirement that a residential use must meet the minimum density of 25 units per hectare”.

Schedule A July 15, 2026



Appendix C

Policy Criteria Table – Amendments to the Osprey Village Secondary Planning Strategy and Land Use By-law			
Policy	Requirement	Staff Commentary	Status
Policy 4.0.6	It shall be the policy of Council that amendments to this Secondary Planning Strategy will be required where any policy is to be changed or where any amendments to the Land Use By-law would contravene Map 1, Future Land Use Map.	The proposed amendments cannot be implemented through the Land Use By-law alone and will require amendments to the Secondary Planning Strategy, as they would alter the existing policy framework and Future Land Use Map.	Satisfied
Policy 4.0.7	It shall be the policy of Council that where any development shall require amendment of the Land Use By-law, Council shall adopt no amendment unless the application is for a specific development proposal.	The Municipality of the District of Lunenburg owns the subject property and is considering the sale of a portion of the lands. This situation is somewhat unique in that the Municipality, as the owner of the subject property, is initiating amendments in anticipation of a future land sale. A potential development proposal has been identified and discussed by Council. Additionally, the property was zoned for high-density residential development to be serviced by central services. However, central sewer infrastructure will not be extended to the site. With no central sewer, the site is unlikely to support the minimum density required under the High-Density Residential	Satisfied

		Zone – 25 units per hectare. As a result, amendments to both the Secondary Planning Strategy and Land Use By-law are recommended to establish a land use framework that better reflects the site's servicing constraints and development potential.	
Policy 4.0.7	In assessing an amendment application for a rezoning, Council shall consider the planning implications of the proposed use as well as other uses that are permitted in the requested zone. The planning implications that shall be considered by Council include, but are not limited to, the following:	In alignment with Policy 4.0.7 of the Osprey Village Secondary Planning Strategy, planning staff acquired the opinions of various departments and agencies regarding the proposed amendments.	Satisfied
Policy 4.0.7(a)	The impact of the proposed use and uses permitted in the zone on traffic with respects to traffic hazards, congestion, and pedestrian hazards.	Stakeholder feedback raised concerns regarding traffic and pedestrian safety, particularly due to the site's proximity to the Centre Scolaire de la Rive-Sud. Emergency Health Services suggested that a second access point be considered, while the RCMP noted that traffic control or traffic-calming measures may be warranted. The Department of Engineering noted that traffic impacts are difficult to evaluate without a specific development proposal.	Satisfied
Policy 4.0.7(b)	The impact on the natural environment	Nova Scotia Environment and Climate Change identified wetlands along the northern boundary of the property and noted that any alteration of wetlands would require notification to or approvals from the	Satisfied

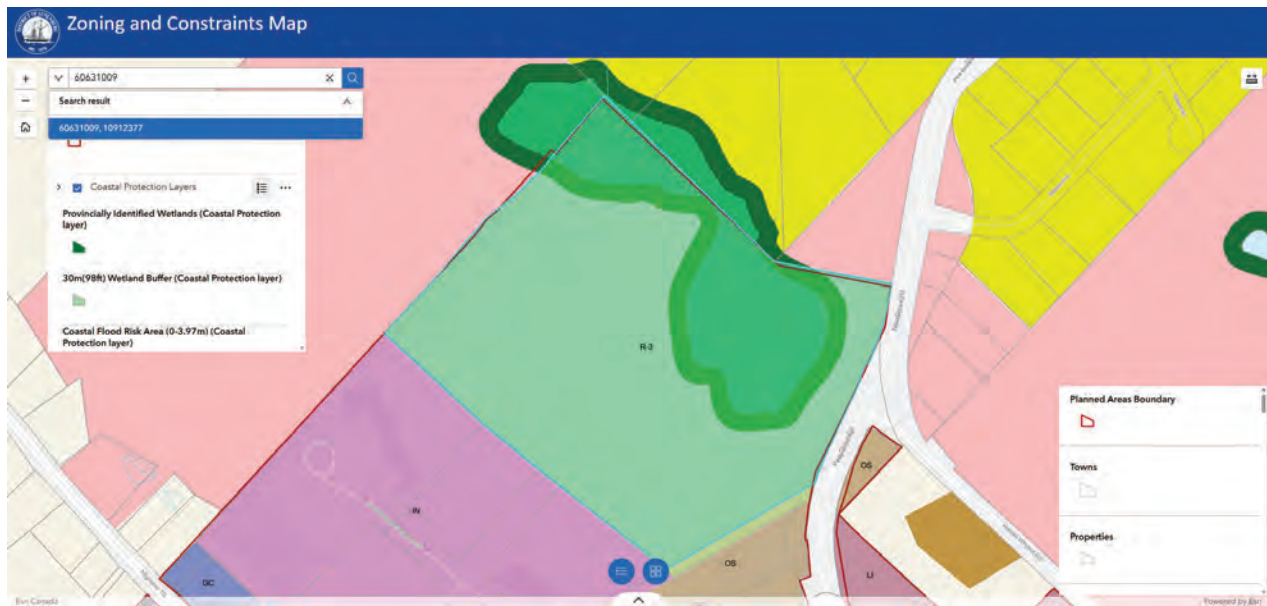
		Province. Comments also highlighted drainage considerations associated with the site's topography and potential impacts on groundwater absorption. Nova Scotia Health recommended environmental assessment of future development and encouraged the Municipality to promote high environmental standards. Planning staff note that a portion of the property is proposed to remain within the Open Space Zone and that applicable environmental regulations and wetland setbacks would continue to apply. Planning staff are satisfied that environmental impacts can be appropriately managed through existing provincial and municipal requirements.	
Policy 4.0.7(c)	The ability of the Municipality to absorb costs related to the development	The property is not anticipated to be serviced by municipal water or wastewater infrastructure. The proposed amendments would permit development supported by on-site services and therefore do not require significant municipal infrastructure investment. MODL's Department of Finance also noted that any future development of retained open space would need to be planned for through budgeting. Planning staff are satisfied that the proposed amendments do not create unreasonable costs for the Municipality.	Satisfied
Policy 4.0.7(d)	The adequacy of municipal services	No stakeholders identified concerns regarding the availability of emergency or other	Satisfied

		municipal services. The property is intended to be developed using on-site services, consistent with the proposed amendments. The Northfield Fire Department and the Municipality's Fire Services Coordinator indicated that fire protection services can be provided to future development in this area. Planning staff are satisfied that adequate services are available to support the proposed land use framework.	
Policy 4.0.7(e)	The adequacy and proximity of community facilities for education, recreation and emergency services as well as other amenities	The property is located within an established mixed-use area containing educational, recreational, commercial, and community facilities. While CSAP expressed concerns regarding compatibility with the adjacent school and potential traffic impacts, SSRCE identified no concerns. The RCMP and Nova Scotia Health emphasized the importance of considering school-area safety and buffering. Planning staff acknowledge these concerns and note that any future development on the site would be subject to site plan approval requirements respecting site design and buffering. Given the site's proximity to existing educational, recreational, emergency service, and commercial facilities, planning staff are satisfied that this criterion has been met.	Satisfied
Policy 4.0.7(f)	The adequacy of the street networks	Stakeholders identified considerations relating to site access and traffic management, including the potential need for	Satisfied

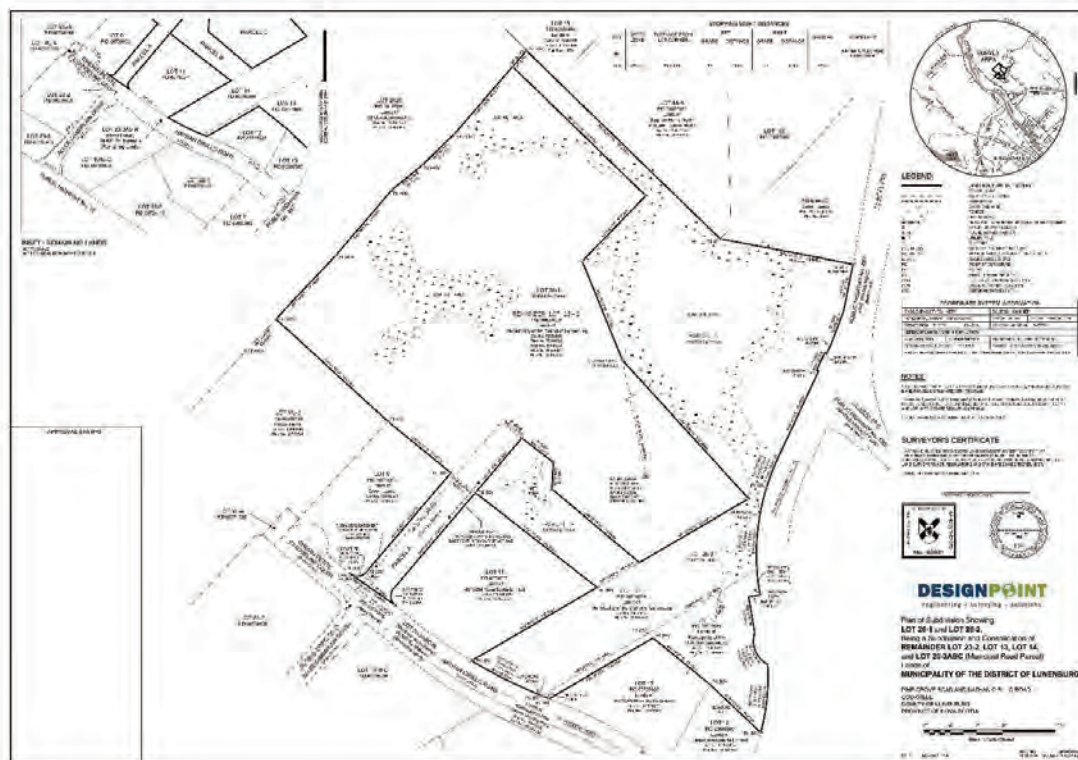
		a second access point and future traffic-calming measures. Detailed access considerations can be addressed through future development review processes.	
Policy 4.0.7(g)	The suitability of the site regarding grades, soils, geological conditions, location of watercourse, flooding, marshes, bogs, swamps, and proximity to natural or man-made hazards or land uses that could present a health risk or result in a poor quality living environment.	Stakeholder review identified wetlands, drainage considerations, and natural features on the property. Nova Scotia Environment and Climate Change noted that no hazards were evident during its site inspection, although further study may be required as part of future development applications. Environmental constraints can be addressed through existing provincial and municipal requirements. Planning staff are satisfied that the property is suitable for the proposed amendments.	Satisfied
Policy 4.0.8	It shall be the policy of Council that all proposals for rezonings shall meet the requirements of the Land Use By-law for the zone that is being sought, except, however:	This is a municipally initiated amendment affecting municipally owned land. The proposed amendments are intended to establish a more appropriate and flexible land use framework for a property that is no longer expected to receive municipal servicing. If Council approves the requested amendments, the property would comply with the requirements of the zone being sought.	Satisfied, subject to approval of proposed amendments
Policy 4.0.8(a)	a rezoning may be granted for an undersized vacant lot that has less than the minimum area or frontage required in the zone being sought,	Not applicable	Not applicable

	provided that all other applicable requirements of the Land Use By-law are satisfied;		
Policy 4.0.8 (b)	a rezoning may be granted for a lot with a building on it provided: i) all applicable requirements of the Land Use By-law except for minimum lot area, frontage, setback or yard requirements are satisfied, and ii) any proposed addition to any building, or any building that will replace an existing building, meets the setback or yard requirements of the zone being sought.	Not applicable	Not applicable

Appendix D



Appendix E



Council
Item 11.1.1
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Mayor MacLean Wile & Municipal Council

Submitted by: Trudy Payne – Director, Recreation Parks & Tourism

Date: September 8, 2026

Re: Designated Community Fund Project – Lunenburg Yacht Club

Recommendation

That the Municipality of the District of Lunenburg grant the Lunenburg Yacht Club \$59,445.00 as per the criteria outlined in the Designated Community Project Fund Policy – MDL-48.

Executive summary

Lunenburg Yacht Club is raising \$150,000 in capital funds to purchase additional participants and coaches' boats for the Learn to Sail Program. Recently, there were twenty-one donations totalling \$59,550.00. The amount of \$59,445.00 is recommended as \$105.00 (\$5.00 per contribution) will be retained by MODL for administrative charges as per Policy MDL-48.

Discussion

The Designated Community Project Fund was established as a tool by the Municipality to assist non-profit groups who do not have charity status, to fund raise for capital projects by providing the ability of the Municipality to issue the donors a tax receipt, and then by motion of Council, approving the funds back to the group via grants

Strategic Focus

Supporting the Yacht Club's Learn to Sail initiative aligns with a number of Council's priorities:

1. Regional Economic Development – the yacht club is known to attract people from all over the world for the many events they host.

2. Infrastructure Upgrades, Expansion and Management – this initiative would be an investment in recreational assets that provide access to water.
3. Quality of Life – expanding the Learn to Sail program will not only teach more youth how to sail, but this activity also provides an avenue for social interaction.

Budget/Financial Implications

There would be no implications to budget.

Climate Change/sustainability

N/A

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

N/A

Work plan

There would be no implications to work plan.

Alternatives

The alternative would be to not issue the Lunenburg Yacht Club this grant.

Conclusion

The Designated Community Project Fund was developed and approved by MODL to aid non-profit groups in raising capital funds for projects.

Report Preparation	
Department	Recreation, Parks & Tourism
Report Prepared by	Trudy Payne, Director of Recreation, Parks & Tourism
Report Approved by	
Date Reviewed by C.A.O.	

Council
Item 11.2.1
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Mayor Elspeth McLean-Wile and Municipal Council
Submitted by: Chris Kennedy, Fire Services Coordinator
Date: September 8, 2026
Re: Agreement for Provisions of Animal Control Services and Impound Facilities for Period 2026-2031

Recommendation

“That Municipal Council enter into a service agreement with the Municipality of the District of Chester for the provision of Animal Control Services and Impound Facilities for a period of August 1, 2026 to July 31, 2031 at a cost of \$4,000 per month exclusive of HST, plus and administrative fee of 10%, and authorize the execution of same”.

Executive summary

Municipal Council, on February 1, 2021 entered into an Inter-Municipal Agreement with the District of Chester (MODC) for the provision of Animal Control Services for a period of 5 years. MODC awarded their Request for Proposal to Oceanmark K-9 Resort. The Contract ended at the end of January 2026 but has been continued until the District of Chester awarded a new contract. MODC issued an RFP MODC-T-2026-001 Animal Control and Impounding Services in April 2026 and awarded the contract to Oceanmark K-9 Resort for the period of 5 years from August 1, 2026 to July 31, 2031. The RFP duplicated the provisions for MODL to contract these services from MODC as per the original contract, asking for a bid as a lump sum and that it remains the same for the term of the 5-year term of the agreement.

MODL requires the services of an Animal Control Officer to enforce all animal-related by-laws and to deal with animal problems that may arise in the Municipality.

Discussion

Once the deadline for proposals for the MODC's RFP for Animal Control Services and Impound Facilities passed there was only one respondent.

A review panel was not necessary for the normal review process since only one party responded to the RFP, and since Oceanmark K-9 Resort has been providing good services for the past 5 years, they have been awarded the contract for the next 5-year contract term.

MODL's Dog By-law and the Domestic Animal By-law are enforced through Animal Control Services. Also, the Animal Control Officer is the first person to deal with issues that would fall under the NS Fences & Detention of Stray Livestock Act.

Strategic Focus

Dog and animal control services are an existing Municipal Service.

Budget/Financial Implications

The estimated budget for animal control services for the next five years is \$48,000 exclusive of HST annually with a 10% administrative fee. The cost of the service for the previous five years was \$36,000 plus HST.

Prior to preparing the 2026 RFP, MODC did a calculation on the volume of animal control calls for MODC and MODL between January 1, 2025 and December 31, 2025. MODC had 45 and MODL had 115. Since the annual volume was more for MODL, the RFP allowed proponents to provide a different rate for the services provided to MODC and MODL.

The RFP required the proponents to provide a fixed monthly fee. The fixed monthly fee for MODL is \$4,000 per month exclusive of HST with no price increases over the five-year period. There will be a 10% administration fee applied by MODC to MODL's monthly fee. The administration fee covers all costs associated with the procurement of the Animal Control Services, preparing contracts, administering the Dog Control and Domestic Animals By-laws (impounding and boarding fees, administrative costs, monthly reports, invoices, monthly reimbursement of boarding fees and animal control services). This fee does not cover any emergency medical care or euthanization or other fees outside of this agreement.

Climate Change/sustainability

N/A

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

Dog and animal control services are an existing Municipal Service.

Work plan

No additional impact. Part of work plan.

Alternatives

Do not enter into an Agreement with MODC and issue our own RFP for Animal Control Services and Impounding Facilities and administer the contract with our own resources. It is likely, however, that we will only receive bids from the same individual that bid on MODC's RFP and it would be for the same pricing plus MODL Admin time. There were no alternate respondents to the RFP issued by MODC.

Conclusion

The Municipality has received good service through this contract with MODC in the past and Oceanmark K-9 Resource Inc. as the service provider. The Agreement has provided MODL with consistency, accurate record keeping, and trained personnel in administering the by-laws. Staff is recommending entering into an Agreement with MODC for the provision of Animal Control Services and Impounding Facilities.

Report Preparation	
Department	Administration
Report Prepared by	Chris Kennedy, Fire Services Coordinator
Report Approved by	Alex Dumaresq, Deputy CAO
Date Reviewed by C.A.O.	

THIS AGREEMENT dated this _____ day of July, 2026

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF CHESTER,
A municipality incorporated pursuant to the laws of Nova Scotia,
Hereinafter referred to as "**MODC**"

OF THE FIRST PART

And

MUNICIPALITY OF THE DISTRICT OF LUNENBURG,
A municipality incorporated pursuant to the laws of Nova Scotia,
Hereinafter referred to as "**MODL**"

OF THE SECOND PART

And

OCEANMARK K-9 RESORT INC.,
a body corporate, incorporated under the laws of the Province of Nova Scotia;
Hereinafter referred to as "**Oceanmark**" and/or "**Animal Control Officer**"

OF THE THIRD PART

WHEREAS MODL requires the services of an Animal and Dog Control officer to carry out the duties and administration of its Animal and Dog Control by-laws;

AND WHEREAS MODC is prepared to alter its current animal control service contract to include the Municipality of the District of Lunenburg on the terms and conditions hereinafter set forth.

AND WHEREAS Oceanmark is prepared to consent to the provision of such services, subject to the terms and conditions set forth below.

NOW THEREFORE WITNESSETH that in consideration of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto covenant and agree as follows;

- 1 The contract between MODC and Oceanmark, inclusive of all terms and conditions, will remain in place and a new contract schedule will be included to encompass the services provided to MODL.
- 2 The contract will continue to be administered by MODC, but for clarity, each of MODL and MODC will remain responsible for their own legal/prosecution services. The record keeping and management reporting framework will be extended to accommodate, and identify calls received from the area of MODL geographically. All records relating to calls received from MODL must be retained according to MODL's records retention policy (MDL-08).
- 3 The term of this inter-municipal agreement for the provision of Animal Control Services shall be from the from _____, 2026 until _____, 2031, subject to Article 13, herein. This agreement is entered into primarily in the spirit of Municipal co-operation and goodwill.

- 4 MODC shall provide animal control services 24 hours a day, 7 days a week, and 365 days a year. **Appendix A** contains an excerpt from the RFP issued by MODC in January 15, 2021 and outlines the scope of the services provided by Oceanmark to MODC, which will be extended to MODL, pursuant to MODL's Domestic Animal By-Law (Appendix B) and Dog Control By-Law (Appendix C).
- 5 The Animal Control Officer's contact number will be made available to the call centre used by MODL to handle calls to the animal control service.
- 6 MODL will provide the Animal Control Officer with the following:
- (a) If available, electronic or hard copies of all animal control complaints, incident reports, call records and other such information that is pertinent to the animal control service, dating back for a period of 2 years.
 - (b) A means of access to any electronic call recording system that may currently be utilised by MODL to record and track the above information. Should there be no such system, the Animal Control Officer will incorporate MODL's animal control calls into the current system of call tracking and recording.
 - (c) Any equipment concerned with the provision of the animal control service, such as catch poles or cages that are the property of MODL and not the current service provider.
 - (d) Magnetic signs that will identify the Animal Control Officer as acting upon behalf of MODL.
- 7 MODC will provide MODL with a monthly report outlining the various calls to the animal control service as well as their outcome.
- 8 The Animal Control Officer shall be under the control and supervision of MODL whilst working in that Municipality.
- 9 MODL shall indemnify and hold harmless MODC and/or its Animal Control Officer and/or Oceanmark from all actions and/or causes of action, and/or any legal thing and any damages arising from the negligence of MODL in the course of duties carried out on behalf of MODL as outlined in this Agreement.
- 10 MODC and/or its Animal Control Officer and/or Oceanmark shall indemnify and hold harmless MODL from all actions and/or causes of action, and/or any legal thing arising from the negligence of MODC and/or its Animal Control Officer and/or Oceanmark, whether pursuant to any dog and/or animal control by-laws enacted by MODL, the **Municipal Government Act** of Nova Scotia, or duties otherwise mandated by either MODL or MODC, and all damages arising therefrom, in the course of duties carried out on behalf of MODL as outlined in this Agreement.
- 11 Oceanmark will extend their commercial general liability insurance so that MODL are named as an additional insured party, pursuant to the same terms and conditions as MODC and copies of any such policies shall be provided to MODL.

- IN WITNESS WHEREOF** the parties have hereunto set their hands and seals the day and year first above written.

WITNESS

Municipal Clerk

In the presence of

OCEANMARK K-9 RESORT INC.

Per:

WITNESS



Johnston Building, 4th Floor
1672 Granville Street
PO Box 186
Halifax, Nova Scotia
B3J 2N2

Council
Item 11.2.2
September 8, 2026
Authorization: T. MacEwan
Bus: 902-424-0897
Fax: 902-424-0570
E-mail:
laura.cunningham@novascotia.ca

MEMO - URGENT

To: Her Worship Elspeth McLean-Wile
CC: Tom MacEwan, Craig Smith
From: Laura Cunningham
Email: laura.cunningham@novascotia.ca
Date: August 19, 2026
Re: 2026-27 J-Class Subdivision Street Paving
of Pages: 2

As per section 7 of the cost share agreement 2023-015, the Province is required to notify the Municipality in writing of any cost overruns of more than 10% on approved project(s) for the current fiscal year.

The Department is prepared to proceed with this work, but the Municipality's approval of the cost is required to award the contract. An immediate response is requested so that the project may proceed within the current construction season.

Please indicate on the attached list whether the Municipality wishes to accept or decline the new tender (and cost share) amount. The Department will proceed to award the project that has been accepted by the Municipality. Sign the attached page and scan and email this document back to laura.cunningham@novascotia.ca.

Yours truly,

Laura Cunningham

Laura Cunningham
Capital Program Administration Officer

Dear Ms. Cunningham

The Municipality of Lunenburg agrees to proceed/cancel project(s) **as indicated** on the list below.

Road Name	Original Estimate	Tender Amount	New Cost Share Amount	% Over original estimate	Municipality to proceed with project (Y/N – please write in)
Darby's Head Road from Blue Rocks Road to end of listing, paving	\$200,000	\$242,000	\$121,000	+21%	

Signature

Name and Title (Print)

Date

Council
Item 11.2.3
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Jeff Merrill, LPP, MCIP, Director of Planning & Development Services

Date: September 8, 2026

Re: Policy 109 - Closure of Certain Public Streets - PID 60742368 and 60742376

Recommendation

That Council:

- 1) Give notice to all Council members that proposed Policy 109, Closure of Certain Public Streets - PID 60742368 and PID 60742376 will be presented to Council for approval at the September 22, 2026 Council meeting;
- 2) Declare the lands surplus to municipal requirements; and
- 3) Direct staff to dispose of the lands in accordance with the Municipality's Divesture of Surplus Land Policy (065) and Section 51A of the Municipal Government Act.

Background

The Municipality owns two undeveloped public street reserves located along Meldrum Avenue and Concordia Drive:

PID 60742368, shown as Lot 100; and

PID 60742376, shown as Lot 101 on Plan No. 127596089, see Appendix A.

These street reserves were created through the subdivision approval process to satisfy the adjacent access requirements of the Subdivision By-law, which requires road access points every 400 metres where future development of adjacent lands may occur.

Discussion

Council has adopted a policy of not automatically accepting new municipal public streets into the municipal road network. Proposals for new public streets are reviewed by Council to ensure that future maintenance and life cycle costs are financially sustainable.

The owner of the adjacent property is proposing a residential development and needs to subdivide the lands as part of the development. To subdivide the land, the property must have frontage on a maintained public street or an approved and constructed private designed road. The property owner is interested in acquiring the street reserves to construct a private designed road that will satisfy the access requirements of the Subdivision By-law for the proposed development.

Street closures are governed by Section 315 of the Municipal Government Act (MGA). Under Section 315, Council may close a public street or part of a public street by policy. Normally, a public hearing is required before adopting such a policy.

However, clauses 315(1A)(b)(i) and (ii) of the MGA, allow Council to close part of a street without holding a public hearing where:

- the lands are determined by the engineer to be surplus; and
- the value of the land is less than \$50,000.

The subject parcels are both undeveloped municipal street reserves and have been declared surplus by the Municipal Engineer. A review of the properties indicates that their value is less than \$50,000, meeting the requirements of Section 315(1A)(b) of the MGA.

Once the street reserves are closed, all public rights of use are extinguished and the Municipality may dispose of the lands in accordance with the MGA.

The Municipality's Divestiture of Surplus Land Policy (065) establishes the process for the sale of municipal property that is no longer required for municipal purposes. Before lands can be sold, Council must declare them surplus, Policy 065 section 5(1) and decide on the method of divestiture, Policy 065 section 6(1). Policy 065 clause 6(1)(d) enables Council to sell lands to an abutting landowner under Section 51A of the MGA. MGA Section 51A states "where a municipality holds land that is of insufficient size or dimensions to be capable of any reasonable use, in the opinion of the council, all or part of the land may be sold to the owner of any lot abutting that land..."

The subject parcels are narrow street reserves that have no practical municipal purpose once closed and are not suitable for independent development. The adjacent property owner has expressed an interest in acquiring the lands to provide access to a proposed residential development. Staff recommend that Council declare the lands surplus and direct staff to

proceed with their disposal in accordance with the Municipality's Divesture of Surplus Land Policy (065) and Section 51A of the MGA.

Strategic Focus

The proposed street closure supports Council's strategic priority of responsible growth and development by facilitating residential development while avoiding the expansion of the municipal road network and its associated long-term maintenance obligations.

Budget/Financial Implications

There are no direct budget impacts associated with the street closure. Disposal of the lands may result in revenue to the Municipality and will eliminate any future expectation that the Municipality develop or maintain the lands.

Climate Change/sustainability

n/a

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

n/a

Strategic Communications

n/a

Work plan

Staff will complete the required legal and administrative processes associated with the closure and subsequent disposal of the lands, if approved.

Alternatives

1. Approve Policy 109, declare the lands surplus and direct staff to dispose of the lands in accordance with the Municipality's Divesture of Surplus Land Policy (065) and Section 51A of the Municipal Government Act.
2. Decline to approve Policy 109, resulting in the street reserves remaining municipal public streets. Note the adjacent property owner would not be able to subdivide their property unless they construct municipal public roads in the street reserves.
3. Defer consideration of the policy and request additional information from staff.

Conclusion

The subject properties are undeveloped street reserves that have been determined by the Municipal Engineer to be surplus to municipal needs. As the parcels meet the requirements of Section 315(1A)(b) of the Municipal Government Act, Council may approve Policy 109 to close the street reserves, declare the lands surplus, and direct staff to dispose of them in accordance with the Municipality's Divesture of Surplus Land Policy (065) and Section 51A of the Municipal Government Act.

Report Preparation	
Department	Planning & Development Services
Report Prepared by	Jeff Merrill, LPP, MCIP, Director
Report Approved by	
Date Reviewed by C.A.O.	

Municipality of the District of Lunenburg

Policy Details	
Name	Closure of Certain Public Streets - PIDs 60742368 and 60742376
Number	109
Legislative Authority	Municipal Government Act section 315
Effective Date	

Purpose

- 1 It will be the policy of the Municipality of the District of Lunenburg to permanently close any street or part of a street, in accordance with the Municipal Government Act.

Policy

- 2 Council for the Municipality of the District of Lunenburg shall close to public use the public streets identified as:

PID 60742368 being an undeveloped public street reserve shown and described, as lot 100, on a Plan of Subdivision prepared by Nathan E. Hughes, Nova Scotia Land Surveyor, dated March 20, 2026, and filed in the Lunenburg County Land Registration Office as plan number 127596089.

PID 60742376 being an undeveloped public street reserve shown and described, as lot 101, on a Plan of Subdivision prepared by Nathan E. Hughes, Nova Scotia Land Surveyor, dated March 20, 2026, and filed in the Lunenburg County Land Registration Office as plan number 127596089.

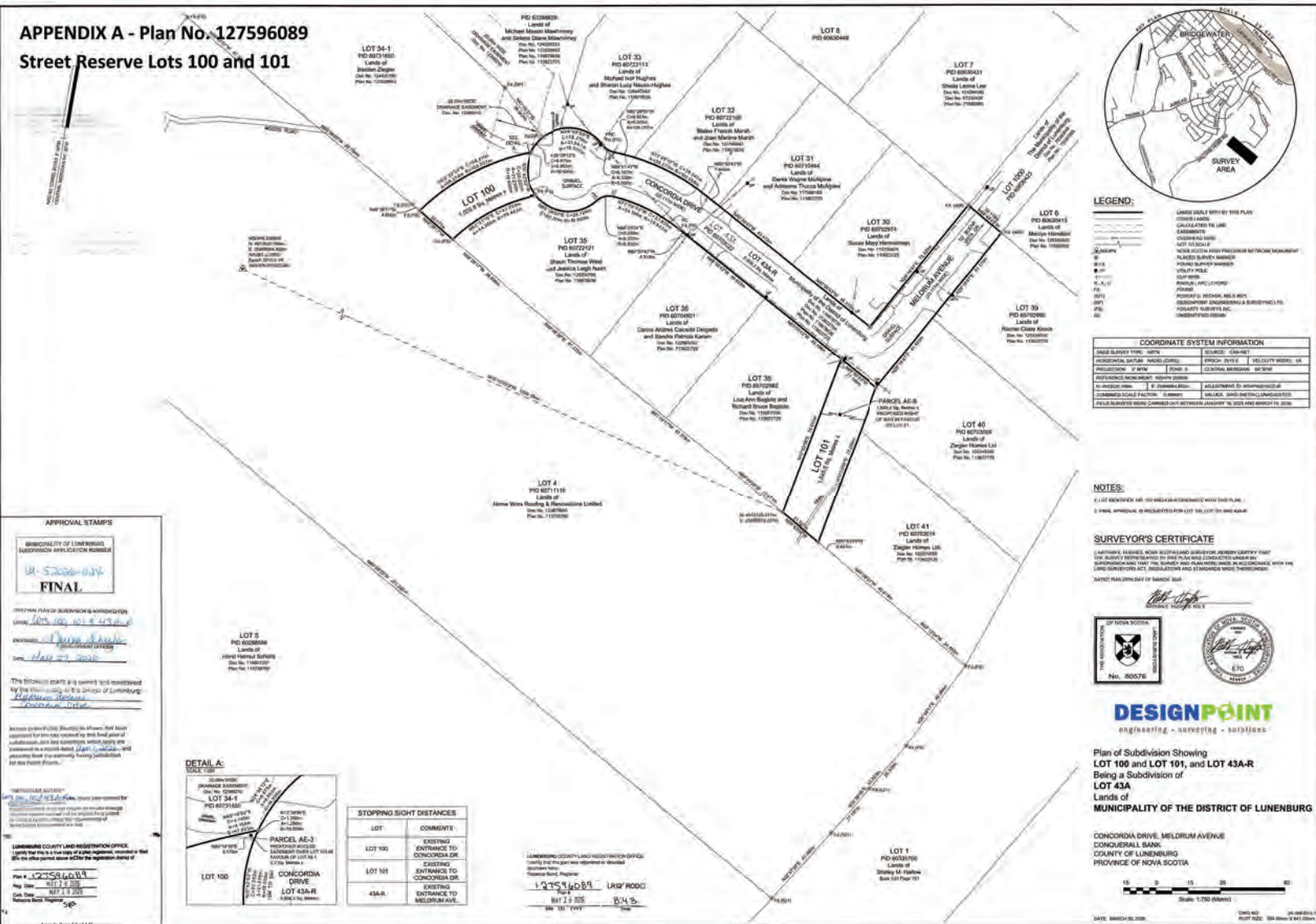
- 3 The portions of the public streets described above shall cease to form part of the public street system of the Municipality of the District of Lunenburg, all rights of public users therein shall be forever extinguished, and the Municipality may sell and convey the said lands.

Policy Adoption	
Date of Original Passage	
Date of Notice of Intent to Amend/Repeal/Consider	
Date of Council Approval	

Date of Effective Date (if different from approval date)	
I certify that this Policy 109 was adopted by Municipal Council as indicated above.	
Signature of Municipal Clerk	Date

Version	Amendment Description	Effective Date
Original V1	Policy 109 Closure of Certain Public Streets - PIDs 60742368 and 60742376	

APPENDIX A - Plan No. 127596089
Street Reserve Lots 100 and 101



Council
Item 11.3.1
September 8, 2026
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council
Submitted by: Abhimanyu Jain, Manager of Climate Change and Sustainability
Date: September 8, 2026
Re: Energize Together – Regional Energy Navigation Service Agreements

Recommendation

That Municipal Council authorize the Chief Administrative Officer to execute the following agreements:

1. **Inter-Municipal Service Agreement - Energize Together Navigation Program** between the Municipality of the District of Lunenburg and the Town of Bridgewater;
2. **Three-Party Program Coordination Agreement - Energize Together** between the Municipality of the District of Lunenburg, Town of Bridgewater and EfficiencyOne; and
3. **Service Agreement - Energize Together Supplemental Home Upgrade Incentives** between the Municipality of the District of Lunenburg, Town of Bridgewater and Clean Nova Scotia Foundation.

Executive summary

The Municipality of the District of Lunenburg (MODL) and the Town of Bridgewater have been working together to establish **Energize Together**, a regional energy navigation service for residents of both municipalities.

The service builds on the navigation model developed through the Town's Energize Bridgewater Home Upgrades program. MODL will administer the regional service and help residents identify and access home energy efficiency programs, financing, incentives and related supports.

The Town will provide MODL with \$100,000 for delivery of the Navigation Services over two years and \$25,000 for advertising, promotion and outreach. A separate \$410,000 in Smart Cities Challenge funding, administered by Clean Foundation under an existing agreement with the Town, will support supplemental home energy upgrades for eligible residents of both municipalities.

The Town of Bridgewater Council authorized its Chief Administrative Officer to execute the three agreements at its August 10, 2026 meeting. Staff recommend that MODL Council provide the same authorization.

Background

The Town of Bridgewater's Energize Bridgewater project, funded through the federal Smart Cities Challenge, concluded in March 2026. One component provided residents with navigation assistance to access home energy efficiency programs, complete required documentation and progress through home energy upgrades.

MODL and the Town have worked to transition this approach into a regional service known as **Energize Together**. The service will be administered by MODL and is intended to reduce administrative barriers and improve access to available home energy upgrade supports for residents of both municipalities.

As part of the transition, Housing, Infrastructure and Communities Canada approved the Town's use of remaining Smart Cities Challenge funding to support establishment of the regional service. The Town also received approval to reallocate \$410,000 in Smart Cities Challenge funding for supplemental home energy upgrades for eligible residents of both municipalities. The Town entered into a Funding Administration Agreement with Clean Foundation on March 31, 2026, to administer these funds. That agreement has already been executed and is attached for reference.

The three agreements before Council establish the service delivery, program coordination and supplemental incentive arrangements required to launch Energize Together.

Discussion

1. Inter-Municipal Service Agreement - Energize Together Navigation Program

The agreement between MODL and the Town establishes Energize Together as a regional navigation service for residents of both municipalities. MODL will act as the administrative lead, and the agreement will remain in effect until March 31, 2028.

MODL's Climate Action Coordinator will serve as the regional Energy Navigator and provide a single point of contact for residents. Depending on the participant's circumstances, support may include identifying appropriate programs, gathering documentation, assisting with

applications, explaining upgrade options and next steps, coordinating financing, following up on files and connecting residents with program partners.

Full Navigation Support is primarily intended for residents pursuing programs such as Efficiency Nova Scotia's HomeWarming Program. Other residents may receive a Warm Referral to an appropriate energy program, financing stream or service. In-person assistance may also be provided at the Municipal Services Building, Bridgewater Town Hall or, where reasonably required, at a participant's home.

MODL will provide day-to-day administration and supervision of the service, maintain participant tracking and report to the Town semi-annually on program activity. The Town will provide MODL with \$100,000 for access to the Navigation Services over the two-year term, allocated at \$50,000 per year, and \$25,000 for advertising, promotion and outreach. The annual service contribution is fixed and is not adjusted based on service volumes.

2. Program Coordination Agreement with EfficiencyOne

The agreement between EfficiencyOne, the Town and MODL establishes a framework for coordination between Energize Together and applicable Efficiency Nova Scotia programs.

The agreement addresses participant referrals, consent-based information sharing, file progression, reporting and operational communications. EfficiencyOne will provide current program information and guidance, while MODL will administer the navigation service and maintain the primary participant tracking system.

Residents may continue to access applicable Efficiency Nova Scotia programs directly. Eligibility decisions for those programs remain with EfficiencyOne.

There are no direct payment obligations between EfficiencyOne and either municipality under this agreement.

3. Supplemental Home Upgrade Incentives Agreement

The agreement between MODL, the Town and Clean Foundation establishes how the \$410,000 in Smart Cities Challenge funding will be used to provide supplemental home energy upgrades.

The funds will be available to eligible residents of both municipalities on a regional, first-come, first-served basis. Eligible measures may include an additional heat pump and targeted enabling upgrades required for an approved energy efficiency upgrade to proceed.

Clean Foundation will administer the funds, coordinate contractors and report on program delivery. MODL will act as the regional operational lead for day-to-day coordination, while the Town retains its funder-accountability role under its separate Funding Administration Agreement. The funds are not transferred to or controlled by MODL.

Active delivery is expected to continue until March 31, 2028, or until available funding has been fully committed, followed by final reporting and close-out.

All three agreements requiring Council authorization have undergone legal and insurance review.

Strategic Focus

Energize Together supports Council priorities related to quality of life and climate action by supporting household affordability and community resilience. The service will make it easier for residents to identify and access available energy efficiency programs, financing and incentives.

Budget/Financial Implications

No additional MODL funding is requested through this report.

Under the Inter-Municipal Service Agreement, the Town of Bridgewater will provide:

- \$100,000 toward navigation services over the two-year term; and
- \$25,000 toward advertising, promotion and outreach.

The Town's contribution is for access to and delivery of the regional service. These funds are being provided through the Town's remaining Smart Cities Challenge funding.

A further \$410,000 in Smart Cities Challenge funding has been allocated by the Town for supplemental home energy upgrades for eligible residents of both municipalities. These funds will be administered by Clean Foundation and are not held or owned by MODL.

Climate Change/sustainability

Energize Together supports MODL's community climate actions by helping residents undertake home energy efficiency improvements. Coordinated navigation can improve access to existing programs and help households reduce energy use, energy costs and greenhouse gas emissions.

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

Home energy efficiency programs can involve multiple eligibility requirements, applications, contractors and funding programs, which can create barriers for residents.

Energize Together will provide a direct point of contact to help residents identify appropriate programs and navigate the process.

Strategic Communications

Following execution of the agreements, MODL will launch Energize Together and lead advertising, promotion and outreach for the regional service in coordination with the Town and program partners.

A dedicated phone line and email address will provide residents with direct access to the Navigator. Communications will explain the services available through Energize Together, how residents can contact the Navigator and how the service connects residents with available energy efficiency programs and incentives.

Work plan

Following execution of the agreements, staff will complete the remaining activities required to launch the regional service, including the dedicated contact channels, participant intake and tracking processes, partner referral procedures and public communications.

MODL will administer Energize Together and coordinate with the Town, EfficiencyOne and Clean Foundation on service delivery, reporting and ongoing program management. The Navigator role will be delivered through the existing Climate Action Coordinator position and managed within current staffing through work planning and prioritization.

Alternatives

1. Council may defer authorization of one or more agreements pending additional information.
2. Council may decline to authorize one or more of the agreements.
3. Council may provide other direction.

Conclusion

The three agreements establish the framework required to launch Energize Together as a regional energy navigation service for residents of MODL and the Town of Bridgewater.

MODL will administer the service and help residents access available energy efficiency programs, financing and supports. Staff recommend that Council authorize the Chief Administrative Officer to execute the three agreements.

Attachments

1. Inter-Municipal Service Agreement - Energize Together Navigation Program
2. Three-Party Program Coordination Agreement - Energize Together

3. Service Agreement - Energize Together Supplemental Home Upgrade Incentives
4. Town of Bridgewater - Clean Foundation Funding Administration Agreement, for reference

Report Preparation	
Department	Planning and Development Services
Report Prepared by	Abhimanyu Jain, Manager of Climate Change and Sustainability
Report Approved by	
Date Reviewed by C.A.O.	

INTER-MUNICIPAL SERVICE AGREEMENT

Energize Together Navigation Program

THIS AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

THE TOWN OF BRIDGEWATER, a municipal body corporate in the Province of Nova Scotia, hereinafter referred to as the “**Town**”

OF THE FIRST PART

-and-

THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate in the Province of Nova Scotia, hereinafter referred to as “**MODL**”

OF THE SECOND PART

(The Town and MODL are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.)

1. PURPOSE AND STRATEGIC CONTEXT

1.1 Background

The Town previously established the Energize Bridgewater Home Upgrades program, known as EBHU, to support residential energy efficiency upgrades and address barriers related to affordability, energy poverty, housing conditions, and greenhouse gas emissions. A key feature of that program has been the provision of navigation support to assist residents in navigating complex program, financing, and approval processes.

MODL wishes to establish a similar service for its residents using the same general service model. The Parties therefore wish to implement a regional navigation program for a defined term, during which Town residents may access navigation support through MODL’s service, using the Town’s committed funds.

1.2 Purpose

The purpose of this Agreement is to establish the **Energize Together Navigation Program** as an inter-municipal navigation service administered by MODL to support eligible households in accessing home energy upgrade programs, related financing, and referral supports.

1.2.1 Program Name and Branding

The Energize Together Navigation Program may be promoted, marketed, or branded as part of **Energize Together**, or under another name or style as mutually agreed in writing by the Parties, provided that any such branding does not alter the legal effect of this Agreement.

1.3 Joint Objectives

Through this Agreement, the Parties intend to support an efficient and coordinated regional service model by:

- a. supporting the successful progression and completion of eligible home energy upgrade participant files;
- b. reducing administrative and coordination barriers for participating households; and
- c. improving access to available home energy upgrade supports across both municipalities during the term of this Agreement.

2. DEFINITIONS

In this Agreement:

“Agreement” means this Inter-Municipal Service Agreement, including any schedules or written amendments.

“CEF” means Clean Energy Financing Program.

“EBHU” means the Energize Bridgewater Home Upgrades program and its established navigation approach, as adapted for regional service delivery under this Agreement.

“Fiscal Year” means the municipal fiscal year running from April 1 to March 31.

“Full Navigation Support” means coordinated support provided by the Navigator to assist a participant through one or more stages of the home energy upgrade process, including intake, documentation, application support, assessment coordination, financing coordination, approvals, follow-up, and related file management. Full Navigation Support is intended for participants pursuing upgrade pathways through programs such as Efficiency Nova Scotia’s HomeWarming Program.

“Navigation Services” means the services delivered by the Navigator under the Program, including Full Navigation Support and Warm Referrals, as applicable.

“Navigator” means the staff resource administered by MODL and responsible for delivering the services described in this Agreement.

“Participant File” means a participant file receiving Full Navigation Support under this Agreement.

“Participant” means a resident or household seeking support under this Agreement.

“Program” means the Energize Together Navigation Program established under this Agreement.

“Supplemental Home Upgrade Incentives” means supplemental funding or support administered under separate Clean Foundation agreements to support eligible residents of the Town and MODL with

additional eligible home energy upgrades, including additional heat pumps, enabling upgrades, or related measures, subject to eligibility requirements, funding availability, and those agreements.

“Town-Clean Funding Administration Agreement” means the separate funding administration agreement between the Town and Clean Foundation for funds originally associated with EBHU.

“Warm Referral” means a direct and informed referral by the Navigator to a relevant program, financing stream, or service provider, where the participant does not proceed into Full Navigation Support under this Agreement. A Warm Referral may include high-level review of the participant’s circumstances sufficient to identify likely program pathways, explanation of available options, and referral to other relevant services or programs, including municipal clean energy financing programs, federal or provincial programs, and other available market offerings, but does not include in-depth application management or ongoing file coordination.

3. TERM AND TERMINATION

3.1 Term

This Agreement shall commence on April 1, 2026 and shall remain in effect until March 31, 2028, unless terminated earlier in accordance with this Agreement or extended by mutual written agreement of the Parties.

3.2 Extension

The Parties may extend this Agreement by mutual written agreement on such terms as they may determine.

3.3 Termination

Either Party may terminate this Agreement by providing written notice to the other Party at least six (6) months prior to the end of a Fiscal Year. Any such termination shall take effect only at the end of the applicable Fiscal Year, unless otherwise agreed in writing by the Parties.

4. SCOPE OF SERVICES

4.1 Role of the Navigator

MODL shall administer the Navigation Services through the Navigator. The Navigator shall act as a primary point of contact for participants and provide support intended to reduce administrative barriers, support file progression, and assist households in navigating the home energy upgrade process.

4.2 Navigator Responsibilities

The Navigator may carry out the following functions, as applicable to individual participant circumstances and files:

- a. conduct intake and initial screening for relevant energy upgrade, financing, and support programs;
- b. determine whether a participant is best served through Full Navigation Support or by Warm Referral;

- c. assist participants receiving Full Navigation Support with gathering and organizing required documentation;
- d. provide plain-language guidance respecting program pathways, upgrade reports, financing options, and next steps;
- e. coordinate with participants and external partners to support file progression, resolve administrative barriers, and follow up where action is required;
- f. support financing coordination, including the CEF financing pathway, where applicable;
- g. provide in-person service, as needed, to residents of each municipality from the applicable municipal office location, including Bridgewater Town Hall for Town residents and the Municipal Services Building for MODL residents;
- h. travel to participant homes where in-person support is reasonably required;
- i. carry out post-upgrade follow-up, evaluation, and outcome tracking, including participant experience and energy savings outcomes, where appropriate; and
- j. participate in and maintain professional development and training relevant to delivery of the Navigation Services, including training related to accessible service delivery, trauma-informed approaches, and other participant support needs, as appropriate.

4.3 Town Service Location

Where service to Town residents requires in-person meetings, the Town shall make reasonable efforts to provide suitable workspace at Bridgewater Town Hall for the Navigator to meet with participants and carry out related service delivery functions.

4.4 System-Level Feedback

MODL may document recurring barriers, process issues, and participant challenges encountered through delivery of the Navigation Services and may share such observations with the Town to support continuous improvement and future program development.

5. PROGRAM WORKFLOW

5.1 General Approach

To support coordinated service delivery across both municipalities, the Navigator shall operate using the EBHU navigation model, as adapted from time to time to reflect current program requirements, income thresholds, referral pathways, financing tools, and partner processes.

The Parties acknowledge that the primary full-service navigation pathways contemplated under this Agreement are those associated with programs such as Efficiency Nova Scotia's HomeWarming Program.

For greater certainty, the Navigator is not the exclusive intake pathway for Efficiency Nova Scotia Programs or other home energy upgrade programs. Residents may apply directly to Efficiency Nova Scotia for applicable programs, including HomeWarming, where direct application is permitted.

5.2 Service Streams

Participants may be supported through one of the following service streams, depending on their circumstances:

a. **Full Navigation Support**, for participants who appear eligible for an applicable program and choose to proceed with active Navigator assistance; or

b. **Warm Referral**, for participants who are not eligible for the primary full-service programs, do not wish to proceed with Full Navigation Support, or are better suited to another available program or financing option.

5.3 Program Stages

For participants receiving Full Navigation Support, the Navigator may assist through some or all of the following stages, depending on the needs of the participant and the requirements of the applicable program:

- a. **Navigation Intake**: initial assessment of participant circumstances and identification of the appropriate program or referral pathway;
- b. **Document Management**: collection and review of required documents and consents, including utility bills, proof of ownership, and other supporting materials required for program participation;
- c. **Application Oversight**: monitoring file status and following up where applications are incomplete, delayed, or require additional action by the participant or an external partner;
- d. **Technical Decision Support**: assisting participants in understanding Home Upgrade Reports, recommendations, and available upgrade options, including affordability considerations, where applicable;
- e. **Financing Coordination**: assisting with CEF financing documentation, approvals, and related coordination, where applicable; and
- f. **Post-Upgrade Follow-Up**: supporting file closure, participant follow-up, and outcome evaluation, including participant feedback and energy savings outcomes, where appropriate.

5.4 Service Capacity

The Parties acknowledge that the Navigation Services operate within a finite delivery capacity and are influenced by external partner timelines and processes, including assessment, review, and approval stages.

The Parties further acknowledge that accepting a higher number of files does not increase the rate at which files can be progressed. Where intake exceeds delivery capacity, files may experience longer wait times and delayed progression.

MODL shall manage participant intake and file advancement in a manner intended to support reasonable and predictable service delivery.

6. FINANCIAL PROVISIONS

6.1 Funding Contribution

The Town shall provide an upfront contribution of \$100,000 to MODL at the commencement of this Agreement for delivery of the Navigation Services to Town residents over the twenty-four (24) month term of this Agreement.

For the purposes of this Agreement, the Town's upfront contribution shall be allocated as follows:

- a. \$50,000 for the period from April 1, 2026 to March 31, 2027; and
- b. \$50,000 for the period from April 1, 2027 to March 31, 2028.

6.2 Annual Contribution Basis

The Parties acknowledge and agree that the Town's annual contribution of \$50,000 is a fixed allocation for access to the Navigation Services during each Fiscal Year of the term and is not subject to adjustment based on service volumes.

6.3 Marketing, Advertising, and Outreach Contribution

The Town shall also provide an additional upfront contribution of **\$25,000** to MODL to support advertising, promotion, and outreach for the Navigation Services for the duration of this Agreement. MODL shall collaborate with the Town's communications staff regarding implementation of advertising and promotional activities supported by this contribution.

6.4 Use of Funds

Funds provided under Sections **6.1** and **6.3** shall be used by MODL solely for the purposes described in this Agreement. The contribution under Section **6.1** shall be used for the establishment, administration, implementation, and delivery of the Navigation Services, including staffing costs, Navigator training and orientation, partner coordination, workflow development, service setup, administrative costs, Navigator travel expenses, and other reasonable costs directly related to establishing and delivering the Navigation Services during the Term. The contribution under Section **6.3** shall be used for advertising, promotion, and outreach activities related to the Navigation Services.

6.5 Semi-Annual Reporting

MODL shall provide the Town with semi-annual written updates respecting the administration of this Agreement. Each update shall include, at a minimum:

- a. the number of Participant Files currently in process;
- b. the number of Participant Files opened during the reporting period and cumulatively;
- c. the number of Participant Files completed, closed, or otherwise exited during the reporting period and cumulatively;
- d. the number of Warm Referrals provided during the reporting period and cumulatively; and
- e. a general summary of program activity, service delivery, and observed outcomes during the reporting period.

6.6 Return of Unused Funds

Where this Agreement is terminated in accordance with Section 3 and such termination takes effect at the end of the first Fiscal Year of the term, MODL shall return to the Town the prepaid amount allocated to the second Fiscal Year, being \$50,000, within ninety (90) days of the termination date.

Any portion of the additional advertising contribution under Section 6.3 that remains unspent or uncommitted as of the termination date shall also be returned to the Town within that same ninety (90) day period.

No refund shall apply in respect of the annual allocation for a Fiscal Year during which this Agreement remained in effect.

7. ADMINISTRATION AND OVERSIGHT

7.1 Administrative Lead

MODL shall act as the administrative lead for the Navigation Services and shall be responsible for:

- a. employing or assigning the Navigator resource;
- b. providing day-to-day supervision;
- c. providing office, information technology, and administrative supports reasonably required for service delivery; and
- d. maintaining appropriate records relating to service delivery and financial administration.

7.2 Joint Oversight

Representatives of the Parties shall meet on a semi-annual basis, or as otherwise agreed, to review implementation of this Agreement, including program activity, file progression, and any operational issues requiring attention.

7.3 Records Retention

MODL shall keep proper and accurate financial accounts and records in relation to this Agreement and the Navigation Services, including contracts, invoices, statements, receipts, vouchers, and other supporting documentation, for at least six (6) years following the end date of this Agreement.

7.4 Supplemental Home Upgrade Incentives

The Parties acknowledge that the Town has entered into the Town-Clean Funding Administration Agreement for funds originally associated with EBHU. Although those funds were transferred by the Town, the Parties intend that they may be used to support eligible residents of both the Town and MODL through the Supplemental Home Upgrade Incentives, on a regional first-come, first-served basis.

The use, administration, reporting, reconciliation, and disposition of those funds remain subject to the Town-Clean Funding Administration Agreement and any separate agreement among Clean Foundation, the Town, and MODL respecting the Supplemental Home Upgrade Incentives.

MODL may act as the regional operational lead for the Supplemental Home Upgrade Incentives where provided under the separate Clean-MODL-Town agreement. Nothing in this Agreement transfers ownership or control of those funds to MODL, authorizes MODL to use those funds outside the applicable Clean Foundation agreements, or alters the Town's rights or obligations under the Town-Clean Funding Administration Agreement.

7.5 Service Continuity

MODL shall make reasonable efforts to maintain continuity of the Navigation Services during the Term. If delivery of the Navigation Services is materially interrupted for more than thirty (30) consecutive days

due to Navigator vacancy, extended leave, recruitment delay, or other staffing disruption, MODL shall notify the Town and identify the expected impact on service delivery.

MODL may use reasonable temporary measures to manage the interruption, including temporary staffing, reassignment of duties, reduced intake, file prioritization, or referral to external partners.

If the interruption substantially limits service to Town residents, the Parties shall meet to determine whether an adjustment is required. Any adjustment, including an extension of the service period, revised work plan, service credit, or partial return of unused funds, must be agreed in writing by the Parties.

8. DATA MANAGEMENT, CONFIDENTIALITY, AND PRIVACY

8.1 Confidentiality

All participant information collected, received, or maintained in connection with this Agreement shall be treated as confidential and shall be handled in accordance with applicable privacy and access legislation, including the Freedom of Information and Protection of Privacy Act, as applicable.

8.2 Data Management

MODL shall maintain the primary system for tracking Participant Files, Warm Referrals, and related program activity. Authorized Town staff may be provided access to relevant reporting information and file status information, subject to privacy, confidentiality, and role-appropriate access requirements.

8.3 Use of Information

Participant information shall be used only for purposes reasonably connected to administration of the Navigation Services, program reporting, service coordination, and related evaluation activities.

9. LIABILITY AND INSURANCE

9.1 Indemnity

Each Party shall defend, indemnify and hold harmless the other Party, and its elected officials, officers, employees, and agents, from and against any claims, demands, losses, damages, costs, or expenses, including reasonable legal fees and any claims or liabilities arising under applicable workers' compensation legislation, resulting from the negligent acts, negligent omissions, or wilful misconduct of the indemnifying Party in connection with this Agreement.

9.2 Insurance and Workplace Coverage

Each Party shall maintain insurance and workplace injury coverage appropriate to its respective obligations under this Agreement, including, as applicable, commercial general liability, automobile liability, cyber/privacy/data liability, professional liability, and Workers' Compensation coverage. Each Party shall maintain such coverage in relation to its respective premises, employees, activities, and service delivery responsibilities under this Agreement.

10. DISPUTE RESOLUTION

10.1 Informal Resolution

In the event of any dispute arising under this Agreement, the Parties shall first attempt to resolve the matter through discussions between the Chief Administrative Officers of the Parties, or their respective designates.

10.2 Escalation

If the dispute is not resolved through informal discussions within ten (10) days of written notice of the dispute, or within five (5) days where a Party identifies the matter as urgent, either Party may pursue any remedy available at law.

10.3 Continued Performance

Pending resolution of any dispute, the Parties shall continue to perform their respective obligations under this Agreement to the extent reasonably possible.

11. GENERAL PROVISIONS

11.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior discussions, negotiations, understandings, and agreements, whether oral or written.

11.2 Amendments

No amendment to this Agreement shall be valid unless made in writing and signed by duly authorized representatives of both Parties.

11.3 No Partnership

Nothing in this Agreement shall be interpreted as creating a legal partnership, joint venture, or agency relationship between the Parties.

11.4 Notice

Any notice required under this Agreement shall be given in writing and delivered personally, by courier, or by email to the appropriate contact designated by each Party.

11.5 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

12. SIGNATURES

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

SIGNED for and on behalf of THE TOWN OF BRIDGEWATER:

David Mitchell, Mayor

Date: _____

Tammy Crowder, Chief Administrative Officer

Date: _____

SIGNED for and on behalf of THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG:

Elsbeth McLean-Wile, Mayor

Date: _____

Tom MacEwan, Chief Administrative Officer

Date: _____

THREE-PARTY PROGRAM COORDINATION AGREEMENT

Energize Together

THIS AGREEMENT made this ____ day of _____, 2026 (the "**Effective Date**").

BETWEEN:

EFFICIENCYONE, a body corporate incorporated under the laws of Canada, having its head office in Dartmouth, Nova Scotia ("EfficiencyOne")

- and -

THE TOWN OF BRIDGEWATER, a municipal body corporate in the Province of Nova Scotia (the "Town")

- and -

THE MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipal body corporate in the Province of Nova Scotia ("MODL")

EfficiencyOne, the Town, and MODL are collectively referred to as the "Parties" and individually as a "Party".

1. BACKGROUND AND PURPOSE

- 1.1** EfficiencyOne is the current franchisee of Efficiency Nova Scotia and is engaged in the delivery of energy efficiency and conservation activities in Nova Scotia.
- 1.2** The Town previously established the Energize Bridgewater Home Upgrades program, known as EBHU, to support residential energy efficiency upgrades and address barriers related to affordability, energy poverty, housing conditions, and greenhouse gas emissions. A key feature of EBHU was the navigation support service to assist residents with navigating complex programs, financing, documentation, and approval processes.
- 1.3** The Town and MODL intend to support a regional initiative now known as Energize Together. MODL administers the Energize Together Navigation Program under a separate inter-municipal agreement with the Town.
- 1.4** The Clean Foundation is expected to act as the current Delivery Agent for applicable HomeWarming-related delivery activities involving Town and MODL residents, subject to Clean Foundation's separate agreements or arrangements with EfficiencyOne, Efficiency Nova Scotia, or another applicable program authority, lead availability, and any future change in Delivery Agent assignment. Nothing in this Agreement guarantees exclusivity or a minimum volume of referrals, or replaces, amends, or creates obligations under that separate Delivery Agent relationship.
- 1.5** The Town has entered into a separate Funding Administration Agreement with Clean Foundation for funds originally associated with EBHU. Although those funds were transferred by the Town, the Parties understand that they may be used to support eligible residents of both the Town and MODL through the Supplemental Home Upgrade Incentives, on a regional first-come, first-served basis, subject to the Funding Administration Agreement and any separate Clean-MODL-Town agreement. EfficiencyOne is not responsible for administering, holding, approving, allocating, disbursing, reconciling, or providing

financial reporting on those funds unless EfficiencyOne expressly agrees in writing. Nothing in this section prevents EfficiencyOne from providing non-financial aggregate program information related to the Supplemental Home Upgrade Incentives where EfficiencyOne has access to that information and is legally permitted to share it.

- 1.6 The purpose of this Agreement is to establish a practical coordination framework between the Parties for participant referrals, consent-based information sharing, file progression, operational communication, and public communications related to Energize Together and applicable Efficiency Nova Scotia Programs.
- 1.7 This Agreement operates alongside, and does not amend or replace, the separate inter-municipal agreement between the Town and MODL, the Funding Administration Agreement between the Town and Clean Foundation, any separate agreement among Clean Foundation, the Town, and MODL respecting the Supplemental Home Upgrade Incentives, or any separate agreement between EfficiencyOne, Efficiency Nova Scotia, and Clean Foundation.
- 1.8 This Agreement supersedes prior arrangements between the Town and EfficiencyOne only to the extent they relate to ongoing coordination, referrals, data sharing, file progression, operational meetings, and public communications for the former Town-specific EBHU model being replaced by Energize Together. It does not release any obligation that survives under a prior agreement, including confidentiality, privacy, records retention, audit, funder reporting, payment reconciliation, indemnity, liability, or program close-out obligations.

2. DEFINITIONS

2.1 In this Agreement:

"Agreement" means this Three-Party Program Coordination Agreement, including any schedules and written amendments.

"Applicable Law" means all applicable federal, provincial, and municipal laws, regulations, bylaws, orders, and legally binding requirements.

"Business Day" means any day other than a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

"Clean Foundation" means Clean Nova Scotia Foundation.

"Confidential Information" means non-public information disclosed by or on behalf of a Party, including Personal Information, Participant and file information, security information, credentials, systems, methodologies, pricing, reports, data, and business or program information, but excludes information the recipient can demonstrate was lawfully known without restriction, independently developed without use of the information, lawfully received from a third party without duty, or made public through no breach.

"De-identified Information" means information processed using reasonable technical and organizational measures so that it cannot reasonably be used, alone or with other available information, to identify a Participant.

"Delivery Agent" or "Delivery Partner" means Clean Foundation or another delivery agent, service organization, contractor, or program partner involved in the delivery of applicable Efficiency Nova Scotia

Programs, HomeWarming-related services, municipal clean energy financing programs, or related home energy upgrade services.

"EBHU" means the former Energize Bridgewater Home Upgrades program and its established navigation services, as adapted for regional service delivery through Energize Together.

"Efficiency Nova Scotia Programs" means energy efficiency, conservation, rebate, incentive, or upgrade programs administered or supported by EfficiencyOne under the Efficiency Nova Scotia brand or mandate, including HomeWarming and any other applicable program pathways.

"EfficiencyOne Systems" means systems, platforms, databases, applications, tools, and reporting environments owned, licensed, or managed by EfficiencyOne, but excludes any Shared System owned, hosted or managed by another Party.

"Energize Together" or "Program" means the regional home energy navigation initiative and Supplemental Home Upgrade Incentives supported by the Town and MODL and delivered in coordination with EfficiencyOne, Efficiency Nova Scotia, Clean Foundation, and other applicable partners.

"Funding Administration Agreement" means the separate agreement between the Town and Clean Foundation respecting funds originally associated with EBHU.

"Full Navigation Support" means coordinated support provided by the Navigator to assist a Participant through one or more stages of the home energy upgrade process, including intake, documentation, application support, assessment coordination, financing coordination, approvals, follow-up, and related file management.

"HomeWarming" means Efficiency Nova Scotia's HomeWarming Program, or any successor or related program pathway that provides eligible no-cost or supported energy efficiency upgrades for qualifying households.

"Navigator" means the staff resource administered by MODL and responsible for delivering navigation support under the Navigation Program.

"Navigation Program" means the Energize Together Navigation Program administered by MODL under the separate inter-municipal agreement between the Town and MODL.

"Participant" means a resident, household, property owner, or applicant receiving support through the Navigation Program.

"Participant File" means a HomeWarming file involving a resident of the Town or MODL that is referred to, supported by, or tracked through the Navigation Program.

"Personal Information" means recorded information about an identifiable individual, as defined under Applicable Law.

"Program Information" means information related to Program activity, file progression, reporting, operational coordination, process issues, and service improvement, including aggregate or de-identified information where appropriate.

"Security Incident" means any actual or reasonably suspected unauthorized access, collection, use, disclosure, copying, modification, loss, destruction, encryption, compromise, or unavailability of Personal Information, Confidential Information, a Shared System, or credentials used under this Agreement.

"Shared System" means any system or repository approved in writing by the Parties for multi-Party file coordination or information exchange.

"Supplemental Home Upgrade Incentives" means supplemental funding or support administered under separate Clean Foundation agreements to support eligible residents of the Town and MODL with additional eligible home energy upgrades, including additional heat pumps, enabling upgrades, or related measures, subject to eligibility requirements, funding availability, the Funding Administration Agreement, and any applicable separate agreement among Clean Foundation, the Town, and MODL.

"Warm Referral" means a direct and informed referral by the Navigator to a relevant program, financing stream, or service provider where the Participant does not proceed into Full Navigation Support. A Warm Referral may include high-level review of the Participant's circumstances, explanation of likely program pathways, and referral to municipal clean energy financing programs, federal or provincial programs, Efficiency Nova Scotia Programs, or other available market offerings. A Warm Referral does not include in-depth application management or ongoing file coordination.

3. TERM

- 3.1** This Agreement shall commence on the Effective Date and shall remain in effect until March 31, 2028, unless terminated earlier in accordance with this Agreement or extended by written agreement of the Parties.
- 3.2** The Parties may extend this Agreement by mutual written agreement.
- 3.3** Reasonable coordination, reporting, privacy, records, wind-down, and close-out obligations may continue after expiry or termination to the extent required to complete existing files, protect Participants, comply with Applicable Law, or satisfy surviving obligations.

4. ROLES AND RESPONSIBILITIES

4.1 MODL

MODL shall:

- Administer the Navigation Program through the Navigator;
- Act as the primary administrative lead for Participant Files receiving Full Navigation Support;
- Support Participants with intake, document collection, application readiness, financing coordination, follow-up, and related file management;
- Maintain the primary tracking system for Participant Files, Warm Referrals, and related Navigation Program activity;
- Upon transfer of the dedicated SharePoint site from the Town, host, administer, and secure the site at the tenant level, including user access, security settings, audit logs, backups, software updates, and removal of access when no longer required;
- Obtain Participant consent where required before sharing Personal Information with EfficiencyOne, the Town, Clean Foundation, or another Delivery Agent or Delivery Partner;

- Share relevant Program Information with the Town and EfficiencyOne where reasonably required for service coordination, file progression, reporting, and continuous improvement;
- Coordinate with Clean Foundation where participant support, document assistance, Supplemental Home Upgrade Incentives coordination, or file escalation is required under a separate agreement;
- Identify recurring process issues, Participant barriers, and system-level challenges encountered through delivery of the Navigation Program; and
- Participate in operational meetings and issue resolution as reasonably required.

4.2 Town

The Town shall:

- Support Energize Together as contemplated under its separate inter-municipal agreement with MODL;
- Respond to Town-specific questions or issues escalated by MODL or the Navigator, including matters involving Town facilities, Town communications, transition information from EBHU, public inquiries directed to the Town, or issues requiring Town staff direction;
- Provide suitable workspace at Bridgewater Town Hall for the Navigator where in-person service to Town residents is required, subject to availability and operational requirements;
- Collaborate with MODL and the Navigator, through the Town's communications staff, regarding advertising, promotion, outreach, and other public communications related to Town residents;
- Provide relevant transition information to MODL and EfficiencyOne, where appropriate, respecting the wind-down of the former EBHU model;
- Participate in operational meetings and issue resolution where a Town-specific matter requires Town input or escalation, with the Navigator participating in routine operational meetings and escalating significant issues to Town staff as needed; and
- Until the dedicated SharePoint site is transferred to MODL, host and secure the site at the tenant level, including tenant-level user access controls, security settings, audit logs, backups, software updates, and removal of access when no longer required, and cooperate with MODL to complete an orderly transfer.

4.3 EfficiencyOne

EfficiencyOne shall:

- Support coordination between Energize Together and applicable Efficiency Nova Scotia Programs;

- Receive referrals, applications, supporting documents, or file-related information from the Navigator where Participant consent and program requirements permit;
- Provide reasonable guidance to the Navigator regarding current program requirements, documentation needs, eligibility pathways, process changes, and referral requirements;
- Provide reasonable file-status updates and other information reasonably necessary for ongoing coordination and tracking of referred Participant Files, where permitted by Applicable Law, Participant consent, EfficiencyOne program requirements, and applicable contractual obligations;
- Identify missing documentation, eligibility issues, file delays, or process barriers that require Navigator follow-up;
- Coordinate with applicable Delivery Agents or Delivery Partners, including Clean Foundation where applicable, for file progression, participant communication, documentation, Home Upgrade Reports, approved upgrade agreements, and post-upgrade follow-up, subject to program rules, consent, and applicable agreements;
- Notify MODL of material program process changes that may affect navigation, referrals, document collection, or Participant communication, where reasonably possible;
- Ensure direct applications to applicable Efficiency Nova Scotia Programs remain available to eligible residents where direct application is permitted by the relevant program;
- Where a resident of the Town or MODL contacts or applies directly to Efficiency Nova Scotia for HomeWarming, refer or connect the resident to the Navigator for coordinated support and file tracking, subject to Applicable Law, consent requirements, program requirements, and applicable contractual obligations;
- Participate in operational meetings and issue resolution as reasonably required;
- Provide reasonable review or feedback on draft public engagement, advertising, or outreach materials prepared by MODL or the Town that describe or promote applicable Efficiency Nova Scotia Programs, where such materials are provided to EfficiencyOne for review before publication; and
- Share existing approved public-facing materials for applicable Efficiency Nova Scotia Programs, where reasonably available, to support participant education, outreach, and referrals through the Navigation Program.

5. PROGRAM COORDINATION

- 5.1** The Parties shall cooperate in good faith to support efficient Participant service, reduce duplication, and address administrative barriers that may delay file progression.
- 5.2** The Navigator may support Participants through navigation intake, document management, application oversight, technical decision support, financing coordination, post-upgrade follow-up, and related file management, depending on Participant circumstances and applicable program requirements.

- 5.3** Residents of the Town or MODL may contact Efficiency Nova Scotia directly regarding HomeWarming. EfficiencyOne shall refer or connect those residents to the Navigator for coordinated support and file tracking, subject to Applicable Law, consent requirements, program requirements, and applicable contractual obligations. Direct application pathways for other Efficiency Nova Scotia Programs may remain available where permitted by the relevant program. Residents connected through either pathway may still be considered for the Supplemental Home Upgrade Incentives, subject to applicable eligibility requirements, funding availability, and the applicable Clean Foundation agreements.
- 5.4** Eligibility decisions for Efficiency Nova Scotia Programs remain exclusively with EfficiencyOne, Efficiency Nova Scotia, or their expressly authorized Delivery Agent, Delivery Partner, or other delegates, as applicable. No municipality, Navigator, or third party has authority to approve an applicant, bind EfficiencyOne, promise funding or results, or vary program requirements.
- 5.5** EfficiencyOne is not responsible for advice, representations, eligibility, approval, administration, funding, or outcomes relating to municipal financing, Supplemental Home Upgrade Incentives, or any program outside an applicable Efficiency Nova Scotia Program, or as otherwise expressly accepted by EfficiencyOne in writing.
- 5.6** Nothing in this Agreement requires EfficiencyOne to accept, approve, prioritize, fund, continue, or complete any Participant File outside the ordinary requirements of applicable Efficiency Nova Scotia Programs. EfficiencyOne retains the right to, in its discretion, modify, pause, amend, replace, or discontinue any Efficiency Nova Scotia Program and will give reasonable notice where practicable.
- 5.7** File progression may depend on external factors, including Participant readiness, program eligibility, contractor availability, assessment timelines, Delivery Agent or Delivery Partner capacity, funding availability, privacy requirements, and program requirements. EfficiencyOne may rely on information provided by MODL, the Town, a Navigator, a Participant, or a third party without independently verifying it. Except as expressly stated in an applicable Efficiency Nova Scotia Program document, EfficiencyOne makes no representations or warranties regarding the completeness or accuracy of that information, the availability of services, or the achievement of any particular outcome, including energy savings, emissions reductions, or cost savings.

6. MEETINGS AND OPERATIONAL REVIEW

- 6.1** The Parties shall meet as reasonably required to support file progression, resolve operational issues, review reporting, and improve coordination.
- 6.2** At a minimum, operational meetings shall be held on a monthly basis during the first six (6) months of this Agreement, unless otherwise agreed. The Navigator shall attend regular operational meetings to address routine file coordination for both MODL and Town resident files. Town staff shall participate where a Town-specific matter requires Town input, escalation, or decision-making.
- 6.3** After the first six (6) months, meeting frequency may be adjusted by mutual agreement of the designated representatives.
- 6.4** Meetings may address active file issues, incomplete applications, missing documentation, referral pathways, program changes, participant communication, consent issues, reporting, Supplemental Home Upgrade Incentives coordination, and recurring service barriers.

- 6.5** The Parties may meet on an urgent basis where a material operational, privacy, communications, participant-safety, or service issue arises. The Navigator may contact Town staff for advice, assistance, or escalation where an urgent issue relates to Town residents, Town communications, Town facilities, or a matter requiring Town input.

7. DATA SHARING, CONSENT, CONFIDENTIALITY, AND PRIVACY

- 7.1** Each Party shall comply with Applicable Law relating to privacy, confidentiality, access to information, records management, and protection of Personal Information. A recipient of Confidential Information pursuant to this Agreement shall use such Confidential Information solely to perform the Agreement, protect it with reasonable care, and disclose it only to authorized persons bound by written confidentiality obligations. These duties survive termination of this Agreement.
- 7.2** Participant information shall be collected, used, disclosed, retained, or shared only to the minimum extent necessary for a specific purpose reasonably connected to intake, application support, file coordination, eligibility review, service delivery, financing coordination, Supplemental Home Upgrade Incentives coordination, reporting, program evaluation, service improvement, and program close-out, and not for any unrelated purpose inconsistent with the applicable Participant consent.
- 7.3** MODL shall provide a clear privacy notice and obtain, document, and retain legally valid Participant consent before sharing Personal Information with EfficiencyOne, the Town, Clean Foundation, or another Delivery Agent or Delivery Partner, unless disclosure is otherwise authorized or required by law. MODL shall promptly communicate any withdrawal or material restriction of consent, and each receiving Party shall give effect to it prospectively.
- 7.4** EfficiencyOne shall disclose Personal Information to MODL or the Town only where and to the extent permitted by Applicable Law, documented Participant consent, EfficiencyOne program requirements, and applicable contractual obligations. EfficiencyOne may rely on consent records and instructions supplied by MODL.
- 7.5** Each Party shall limit access to Personal Information and confidential information to authorized staff, contractors, agents, Delivery Agents, Delivery Partners, or service providers who require access to perform their duties under this Agreement. No contractor, Delivery Agent, Delivery Partner or other third party may access Participant information or the Shared System unless it is bound by written privacy, security, incident-response, deletion and confidentiality obligations at least as protective as this Agreement.
- 7.6** Each Party shall maintain appropriate administrative, technical, and physical safeguards proportionate to the sensitivity and volume of information and the risks presented to protect Personal Information and Confidential Information against unauthorized access, collection, use, disclosure, copying, modification, loss, destruction, or compromise.
- 7.7** The Parties shall collect, use, disclose, and share only the information reasonably required for the purposes of this Agreement, including:
- (a) Contact information and address details;
 - (b) Home heating type and related project information;
 - (c) Income qualification documents;

- (d) Proof of homeownership; and
- (e) Oil usage documentation.

- 7.8** A Party may disclose information where required by Applicable Law, court order, regulatory requirement, or another legally binding obligation. To the extent legally permitted, it shall give the affected Party prompt written notice, consult regarding lawful exemptions and protective measures, disclose only what is legally required, and reasonably cooperate at the affected Party's cost. A funding agreement alone does not authorize disclosure contrary to this Agreement or Applicable Law.
- 7.9** A Party that discovers or reasonably suspects a Security Incident involving information or systems used under this Agreement shall notify the affected Parties immediately and in any event within twenty-four (24) hours, contain and mitigate the incident; preserve evidence; investigate and provide material updates; and make no notification identifying another Party without prior consultation unless legally required. The responsible Party shall bear its response, remediation, and legally required notification costs to the extent caused by its breach of this Agreement, negligence, or willful misconduct.
- 7.10** No Party shall input into, disclose to, or process through any generative artificial intelligence, machine-learning, or automated decision system any Personal Information, Confidential Information of another Party, or Participant-level Program Information received under this Agreement without EfficiencyOne's prior written approval and the affected Party's prior written approval. Any approved use must comply with Applicable Law, prohibit model training and secondary use, and include human oversight.

8. RECORDS

- 8.1** Each Party shall maintain records relating to its own obligations under this Agreement in accordance with its ordinary records management practices, Applicable Law, and any applicable surviving obligations from prior agreements.
- 8.2** MODL shall maintain the primary tracking system for Participant Files, Warm Referrals, and related Navigation Program activity.
- 8.3** EfficiencyOne shall maintain records related to Efficiency Nova Scotia Programs in accordance with its program, regulatory, contractual, and legal requirements.
- 8.4** Each Party shall retain Personal Information only for as long as necessary for the authorized purposes for which it was collected and any period required by Applicable Law or the applicable program. At the end of that period, and on expiry or termination where earlier permitted, the Party shall securely destroy or irreversibly de-identify it and, on request, certify completion, subject to routine backup cycles and records that Applicable Law requires it to retain. Other Agreement records shall be retained for six (6) years following the end of the Term unless a different period is legally required.
- 8.5** Nothing in this Agreement requires a Party to disclose privileged information, confidential third-party information, confidential business information, or information it is prohibited from disclosing by law, contract, regulation, or program requirement.

9. COMMUNICATIONS, PUBLIC ACKNOWLEDGEMENT, AND PROGRAM MATERIALS

- 9.1** Public communications about Energize Together that refer to more than one Party shall be coordinated between the affected Parties before publication.
- 9.2** No Party shall use another Party's name, logo, trademark, official mark, or branding in public materials without that Party's prior written approval, except where required by law, regulation, or funding requirements.
- 9.3** The Parties shall make reasonable efforts to acknowledge each other's roles in public communications, presentations, and promotional materials related to Energize Together.
- 9.4** Routine Participant communications may proceed without prior review by all Parties, provided they are consistent with approved program information and do not misrepresent another Party's role, program requirements, funding responsibilities, or legal obligations.
- 9.5** Public communications should clearly explain that Energize Together provides local navigation support, does not replace Efficiency Nova Scotia Programs, direct application pathways remain available where permitted, and eligibility decisions for Efficiency Nova Scotia Programs remain with EfficiencyOne, Efficiency Nova Scotia, or their authorized Delivery Agents or Delivery Partners.
- 9.6** Where MODL or the Town prepares public engagement, advertising, outreach, media, website, social-media, or other public materials that describe, promote, or refer to EfficiencyOne, Efficiency Nova Scotia, HomeWarming, or any Efficiency Nova Scotia Program, the preparing Party shall obtain EfficiencyOne's prior written approval before publication or distribution. Approval may be withheld or conditioned in EfficiencyOne's discretion. The publishing Party shall promptly correct, remove, suspend, or retract materials at EfficiencyOne's reasonable written request. EfficiencyOne may provide existing approved public facing materials for use by MODL or the Town where reasonably available.
- 9.7** Each Party retains ownership of its pre-existing names, logos, trademarks, official marks, templates, tools, systems, methodologies, reports, data products, public education materials, program materials, and other intellectual property. EfficiencyOne owns EfficiencyOne Systems, its program records and data compilations, and all derivatives of its methodologies, subject always to Participants' and other Parties' rights in their source information under Applicable Law. No Party obtains ownership of another Party's information or intellectual property by participating in this Agreement. Approved materials and reports are licensed only for the specific, non-commercial municipal purpose and period authorized in writing by EfficiencyOne, subject to confidentiality, attribution, reporting, and re-identification restrictions.

10. FINANCIAL PROVISIONS

- 10.1** This Agreement does not create any payment obligation between EfficiencyOne and either municipality.
- 10.2** Financial arrangements between the Town and MODL for the Navigation Program are governed by their separate inter-municipal agreement.

- 10.3** Each Party shall be responsible for its own costs in performing its obligations under this Agreement, unless otherwise agreed in writing.
- 10.4** Nothing in this Agreement requires EfficiencyOne to provide funding, incentives, rebates, financing, or services outside the terms of applicable Efficiency Nova Scotia Programs or other programs it administers or supports.
- 10.5** Any funding for the Supplemental Home Upgrade Incentives administered by Clean Foundation is governed by separate agreements among the applicable parties, including the Funding Administration Agreement between the Town and Clean Foundation and any separate agreement among Clean Foundation, the Town, and MODL. Nothing in this Agreement makes EfficiencyOne responsible for administering, approving, disbursing, reconciling, or reporting on those funds except to the extent EfficiencyOne expressly agrees in writing.
- 10.6** Nothing in this Agreement affects any surviving payment reconciliation, audit, reporting, or financial close-out obligation arising from a prior agreement between the Town and EfficiencyOne.

11. INSURANCE AND LIABILITY

- 11.1** Throughout the Term, each of MODL, the Town, and EfficiencyOne shall maintain: (a) commercial general liability insurance of not less than \$5,000,000 per occurrence; (b) cyber/privacy/data liability insurance of not less than \$2,000,000 per claim and aggregate; and (c) errors and omissions/professional liability insurance of not less than \$2,000,000 per claim and aggregate. Each Party shall ensure its cyber/privacy/data liability coverage expressly includes privacy breach response, notification, forensic investigation, cyber extortion, network security, business interruption, and third-party liability. Each Party shall also maintain automobile liability insurance applicable to vehicles owned, operated, or used in connection with its activities under this Agreement. Each Party shall name the other Parties as additional insureds under its commercial general liability policy, but only with respect to liabilities arising from that Party's operations under this Agreement. Claims-made professional liability coverage shall be maintained, or equivalent tail coverage obtained, for at least three (3) years after expiry or termination. Claims-made cyber/privacy/data liability coverage shall be maintained, or equivalent tail coverage obtained, for at least two (2) years after expiry or termination.
- 11.2** Each Party is solely responsible for the acts and omissions of its elected officials, officers, employees, contractors, agents, and service providers and for ensuring that its personnel have appropriate authority, qualifications, training, supervision, and contractual obligations. Clean Foundation and other Delivery Agents or Delivery Partners are not EfficiencyOne's agents merely because they participate in Program delivery, and EfficiencyOne is not responsible for their independent acts or omissions except to the extent expressly assumed by EfficiencyOne in writing.
- 11.3** Each Party shall indemnify, defend, and hold harmless the other Parties, and their respective elected officials, officers, employees, contractors, and agents from third-party claims, demands, proceedings, losses, damages, penalties, costs, and reasonable legal fees arising from: (a) that Party's breach of this Agreement or Applicable Law; (b) its negligence or willful misconduct; (c) its unauthorized collection, use, disclosure, storage, or loss of information; (d) acts or omissions of its personnel, contractors, or service providers; or (e) any claim or liability arising under applicable workers' compensation legislation attributable to that Party's employees, contractors, agents, or service providers.

- 11.4** To the maximum extent permitted by law, EfficiencyOne shall not be liable for indirect, special, incidental, punitive, exemplary, or consequential damages, loss of profits, savings, revenue, opportunity, goodwill, data, or anticipated benefits, or for supplemental incentives, municipal financing, third-party programs, contractor selection, products, non-EfficiencyOne measures, installations, delays, defects, safety, code compliance, or workmanship. Except for fraud or willful misconduct, EfficiencyOne's aggregate liability arising from this Agreement shall not exceed the highest applicable limit of insurance required to be maintained by EfficiencyOne under this Agreement in respect of the claim. This limitation does not limit a municipality's confidentiality, privacy, security, indemnity, infringement, payment, or misuse-of-data obligations. Nothing in this Agreement limits a Party's obligations under Applicable Law or any surviving indemnity, liability, insurance, or close-out provision under a prior agreement.

12. RELATIONSHIP OF THE PARTIES

- 12.1** The Parties are independent entities.
- 12.2** Nothing in this Agreement creates a partnership, joint venture, employment relationship, agency relationship, fiduciary relationship, or formal business organization between the Parties.
- 12.3** No Party may bind another Party or make commitments on behalf of another Party unless expressly authorized in writing.

13. TERMINATION AND CONTINUING MUNICIPAL PARTICIPATION

- 13.1** Any Party may terminate its participation in this Agreement on ninety (90) days' written notice to the other Parties. A Party may terminate on written notice if another Party materially breaches and fails to cure within fifteen (15) Business Days after notice, or immediately if the breach is incapable of cure, involves unlawful disclosure, a material Security Incident, loss of authority, insolvency, fraud, or willful misconduct.
- 13.2** The termination, expiry, suspension, or withdrawal of one municipality's participation shall not terminate this Agreement as between EfficiencyOne and the remaining municipality, unless EfficiencyOne or the remaining municipality also terminates its participation in accordance with this Agreement.
- 13.3** If the separate inter-municipal agreement between the Town and MODL is terminated, expires, or is not renewed, the Navigator may cease providing service to Town residents in accordance with that agreement. Such termination, expiry, or non-renewal shall not affect MODL's ability to continue providing energy navigation or related services to MODL residents, nor shall it affect MODL's ability to continue coordinating with EfficiencyOne respecting MODL residents.
- 13.4** Where one municipality withdraws or ceases participation, the remaining municipality and EfficiencyOne may continue to coordinate directly for referrals, data sharing, reporting, operational communication, and public communications relating to residents of the remaining municipality.
- 13.5** The Parties shall cooperate to wind down affected coordination activities in a manner that minimizes disruption to Participants, subject to privacy, consent, legal obligations, funding requirements, and program requirements.

- 13.6** Termination of this Agreement does not terminate or amend any separate agreement unless that agreement is terminated or amended in accordance with its own terms.
- 13.7** Termination does not release accrued obligations. Ownership, confidentiality, privacy, security, incident response, access-to-information, records, return and deletion, audit, restrictions on use and re-identification, AI, warranties and disclaimers, liability, indemnity, insurance tails, financial close-out, dispute resolution, governing law, and any provision intended by its nature to survive shall survive expiry or termination.

14. DISPUTE RESOLUTION

- 14.1** The Parties shall first attempt to resolve any dispute through discussion between their designated program representatives.
- 14.2** If the dispute cannot be resolved at the staff level within ten (10) Business Days, it shall be referred to senior representatives of the affected Parties for review.
- 14.3** Where a Party identifies a matter as urgent, including a privacy, legal, participant-safety, funding, or public communications matter, the Parties shall make reasonable efforts to escalate and address the matter as soon as practicable.
- 14.4** Pending resolution of a dispute, the Parties shall continue to perform their obligations under this Agreement to the extent reasonably possible.
- 14.5** Nothing in this Article prevents a Party from pursuing any remedy available at law.

15. NOTICES

- 15.1** Any notice under this Agreement shall be provided in writing and delivered by email, courier, registered mail, or personal delivery to the contact designated by each Party.

Party	Address	Attention	Email
EfficiencyOne	230 Brownlow Ave, Suite 300, Dartmouth NS, B3B 0G5. Direct: 902-470-3511, Main Line: 877-999-6035	Martha Casey	mcasey@efficiencyns.ca
Town of Bridgewater	60 Pleasant Street, Bridgewater, NS, B4V 3X9 Tel: 902-543-4651 Fax: 902-543-6876 Emergency After Hours Tel: 902-543-5142	Mark Flint	Mark.flint@bridgewater.ca
Municipality of the District of Lunenburg	10 Allée Champlain Drive, Cookville, NS B4V 9E4 Phone: 902-543-8181 Fax: 902-543-7123	Abhimanyu Jain	Abhimanyu.jain@modl.ca

- 15.2** Notices sent by email shall be deemed received on the next Business Day unless the sender receives notice that delivery failed.

15.3 Each Party may update its notice contact by providing written notice to the other Parties.

16. GENERAL PROVISIONS

16.1 This Agreement constitutes the entire agreement between the Parties with respect to three-party coordination for Energize Together and applicable Efficiency Nova Scotia Programs, subject to the continued operation of the separate agreements identified in this Agreement.

16.2 This Agreement may only be amended by a written instrument signed by all Parties.

16.3 No Party may assign this Agreement without the prior written consent of the other Parties, except where assignment is required or permitted by law. EfficiencyOne may assign this Agreement to a successor franchisee, administrator, or other entity where such assignment is connected to a lawful transfer of EfficiencyOne's role or obligations under the Public Utilities Act, RSNS 1989, c 380, as amended, or another applicable legal or regulatory framework. EfficiencyOne shall provide written notice to the other Parties of any such assignment as soon as reasonably practicable.

16.4 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

16.5 If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be severed or amended to the minimum extent necessary, and the remaining provisions shall remain in effect.

16.6 No waiver of any provision of this Agreement is effective unless made in writing. A waiver of one breach does not constitute a waiver of any other breach.

16.7 This Agreement may be executed in counterparts and by electronic signature. Each counterpart shall be deemed an original, and all counterparts together shall form one agreement.

16.8 The Parties shall take reasonable steps and execute reasonable documents necessary to carry out the intent of this Agreement.

16.9 No Party shall be liable for delay or failure to perform its obligations under this Agreement where such delay or failure results from circumstances beyond its reasonable control, including natural disaster, emergency, labour disruption, cyber incident, system outage, public health emergency, or similar event. The affected Party shall notify the other Parties as soon as reasonably practicable and shall make reasonable efforts to resume performance.

SIGNATURE PAGE

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

EFFICIENCYONE

Per: _____
Name: _____
Title: _____

TOWN OF BRIDGEWATER

Per: _____
Name: _____
Title: _____

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

Per: _____
Name: _____
Title: _____

SCHEDULE A

Program Coordination Protocol and Navigation Process

This Schedule describes the intended operational coordination process for Energize Together. It may be updated by written agreement of the Parties' designated representatives, provided that any update does not amend the legal obligations of the Parties unless approved in accordance with Article 16.

For clarity, this Schedule does not make the Navigator the exclusive intake pathway for Efficiency Nova Scotia Programs and does not create direct contractual obligations for Clean Foundation or another Delivery Agent or Delivery Partner that is not a party to this Agreement.

For clarity, residents may initially contact either the Navigator or Efficiency Nova Scotia. Town and MODL residents who contact Efficiency Nova Scotia directly regarding HomeWarming will be connected with the Navigator for coordinated support and file tracking, subject to Applicable Law, consent requirements, program requirements, and applicable contractual obligations.

1. Primary Contacts

Each Party shall designate one primary operational contact for Energize Together.

Party	Primary Contact	Role	Email
EfficiencyOne	Sabrina Werner	Program Supervisor, Delivery	swerner@efficiencyns.ca
Town	Emily Kathan	Grants Coordinator	Emily.kathan@bridgewater.ca
MODL	Kayla Winsor	Climate Action Coordinator	Kayla.Winsor@modl.ca

2. General Coordination Approach

- 2.1** The Navigator may support residents at any stage of the home energy upgrade process where extra support is needed, including program questions, documentation, application steps, financing pathways, follow-up, and participant communication.
- 2.2** Residents of the Town or MODL may contact Efficiency Nova Scotia directly regarding HomeWarming. EfficiencyOne will connect those residents with the Navigator for coordinated support and file tracking, subject to Applicable Law, consent requirements, program requirements, and applicable contractual obligations. Direct application pathways for other Efficiency Nova Scotia Programs may remain available where permitted by the relevant program.
- 2.3** EfficiencyOne will support reasonable coordination between the Navigator and applicable Delivery Agents or Delivery Partners, including Clean Foundation where applicable, to assist with file progression and participant support, subject to program requirements, consent, privacy obligations, and applicable agreements.
- 2.4** The Supplemental Home Upgrade Incentives are governed by separate agreements. Coordination under this Agreement is intended to support file progression and reporting, not to make EfficiencyOne responsible for administering Supplemental Home Upgrade Incentives.

3. Navigation and File Coordination Process

Stage	Description
Intake and Application Support	The Navigator may assist residents with understanding program requirements, completing applications, identifying required documents, and selecting the appropriate pathway.
Eligibility Review	EfficiencyOne determines eligibility for applicable Efficiency Nova Scotia Programs.
Referral and File Transfer	Where a Participant is eligible and the file is ready to proceed, file information may be provided to the applicable Delivery Agent or Delivery Partner, subject to Applicable Law, Participant consent, program requirements, and data availability.
Assessment and Upgrade Planning	The applicable Delivery Agent or Delivery Partner completes required assessments, prepares recommendations, and obtains required program approvals.
Participant Support	The Navigator may help the Participant understand reports, next steps, financing options, documents, signatures, or questions requiring follow-up from EfficiencyOne or the applicable Delivery Agent or Delivery Partner.
Work in Progress and Verification	The applicable Delivery Agent or Delivery Partner coordinates approved work and completes or coordinates required verification, audits, or participant sign-off.
Post-Upgrade Follow-Up	The Navigator may provide reasonable post-upgrade support, collect feedback, and escalate unresolved issues to EfficiencyOne or the applicable Delivery Agent or Delivery Partner.
Close-Out and Reporting	The Parties may use aggregate or de-identified information to support program reporting, evaluation, and community energy and emissions tracking.

4. File Tracking and Status Updates

- 4.1** The Parties will use the dedicated SharePoint site, initially hosted by the Town and transferred to MODL upon launch of the Navigation Program or on another date agreed in writing by the municipalities, as the approved Shared System for exchanging and storing Participant information. Another secure system may be used where approved in writing by the affected Parties.
- 4.2** Only specifically authorized users may update file stages, status notes, and relevant comments in the approved Shared System, subject to Applicable Law, documented Participant consent, program requirements, role-appropriate access, and data availability. Until the SharePoint site is transferred to MODL, the Town is responsible for tenant-level administration and security. Upon transfer, MODL assumes responsibility for tenant-level administration and security. MODL and the Navigator are responsible throughout for Participant file content, routine list administration, and routine access requests in accordance with agreed access protocols.

4.3 Personal Information and sensitive Participant documents must not be transmitted by ordinary email. They shall be exchanged through the approved Shared System or another secure method approved in writing by the affected Parties. Routine non-identifying operational communications may be exchanged by email.

4.4 File tracking information shall be used only for purposes reasonably connected to program coordination, participant support, reporting, issue resolution, and program evaluation.

5. Operational Meetings

5.1 The Navigator, EfficiencyOne, and applicable Delivery Agents or Delivery Partners, including Clean Foundation where applicable, may meet regularly to discuss operational issues, delayed files, missing documentation, process barriers, participant support needs, and file-stage updates.

5.2 The Town and MODL may participate in operational meetings where municipal coordination, communications, reporting, financing, Supplemental Home Upgrade Incentives coordination, or service-delivery issues are being discussed.

5.3 Meeting frequency may be adjusted by mutual agreement of the designated representatives.

6. Public Communications

6.1 The Party preparing public communications involving EfficiencyOne, Efficiency Nova Scotia, HomeWarming, another Efficiency Nova Scotia Program, or more than one Party shall obtain the affected Parties' prior written approval before publication and remain subject to Article 9.

6.2 Routine Participant communications may proceed without prior review, provided they are consistent with approved program information and do not misrepresent another Party's role.

SERVICE AGREEMENT

Energize Together Supplemental Home Upgrade Incentives

THIS AGREEMENT made the 31st day of March 2026 (the “**Effective Date**”).

BETWEEN

CLEAN NOVA SCOTIA FOUNDATION, a registered Canadian charity, with an office at 90 Alderney Drive, Dartmouth, Province of Nova Scotia (the “**Clean Foundation**”)

AND

TOWN OF BRIDGEWATER, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c18 (the “**Town**”)

AND

MUNICIPALITY OF THE DISTRICT OF LUNENBURG, a municipality continued pursuant to the *Municipal Government Act*, SNS 1998, c18 (“**MODL**”)

(each a “**Party**”, and collectively the “**Parties**”)

WHEREAS the Town and MODL have committed to supporting a regional navigation service and supplemental home energy upgrade incentives to assist residents in accessing energy efficiency programs, incentives, financing, and targeted supplemental upgrades under Energize Together;

AND WHEREAS the Town established and operated the Energize Bridgewater program with funds received through the Smart Cities Challenge.

AND WHEREAS the Smart Cities Challenge fund administrators have given permission to the Town to transfer program innovations and services developed through the Energize Bridgewater program to regional partnerships.

AND WHEREAS one such program to be transferred and regionalized is the Energize Bridgewater Home Upgrades program (“EBHU”), as adapted through Energize Together to support residents and property owners with home energy efficiency programs and supplemental upgrade support in coordination with Clean Foundation and Efficiency Nova Scotia;

AND WHEREAS the Town received approval from both the Smart Cities Challenge fund administrators and its Council to transfer the Funds to Clean Foundation for the purpose of continuing and regionalizing EBHU-related programming and services, subject to the Funding Administration Agreement;

AND WHEREAS, in furtherance of these goals, the Town executed an agreement with Clean Foundation on March 31, 2026 (the “**Funding Administration Agreement**”) whereby it agreed to transfer to Clean Foundation four hundred and ten thousand Canadian dollars (\$410,000 CAD) that was originally provided to the Town under Smart Cities Challenge (the “**Funds**”).

AND WHEREAS the Parties wish to enter into this Agreement to clarify respective roles and establish the operating terms for the use of the Funds to support the Energize Together Supplemental Home Upgrade Incentives.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and mutual covenants contained herein, the Parties hereto covenant and agree with the others as follows:

1. INTERPRETATION

1.1. The following terms shall be interpreted as follows in this Agreement:

- a) “**Background IP**” means any and all Intellectual Property conceived, developed, reduced to practice or otherwise made or acquired by a Party prior to the Effective Date or outside the scope of this Agreement;
- b) “**Business Day**” means a day other than a Saturday or Sunday or any other day upon which any of the Party’s offices are not open for the transaction of regular business throughout its normal business hours;
- c) “**Confidential Information**” means any information, regardless of the form in which it is communicated or maintained, whether oral, written, electronic or visual, and whether prepared by either Party or otherwise, which is disclosed by either Party and/or its authorized representatives to the other Party for the purpose of services under this Agreement and includes all reports, analyses, notes, memoranda, contracts, commercial arrangements, intellectual property, trade secrets, corporate strategies, business plans, legislative or regulatory proposals, draft legislation or regulations, briefing notes, personal information, or other information based on, or that contains or reflects any such Confidential

Information, provided that each Party shall identify such information as confidential at the time of disclosure to the other Parties;

- d) **“Eligible Clean Energy Upgrade”** means an eligible supplemental measure funded under this Agreement, including a Standard Supplemental Heat Pump Package, a non-standard supplemental heat pump measure approved under Schedule A, or an Enabling Upgrade approved in accordance with this Agreement and Schedule A;
- e) **“Municipality”** means either the Town or MODL, and Municipalities means both the Town and MODL collectively;
- f) **“Personal Information”** means any information about an identifiable individual, including but not limited to names, contact details, identification numbers, financial data, and any other information protected under applicable privacy legislation, including the Nova Scotia Freedom of Information and Protection of Privacy Act (“FOIPOP”) and the Canada Personal Information Protection and Electronic Documents Act (“PIPEDA”);
- g) **“Project IP”** means any and all Intellectual Property patentable or otherwise protectable by statute, conceived, developed, or reduced to practice or otherwise made by a Party as a result of their duties under this Agreement;
- h) **“Intellectual Property”** includes baseline data, performance measure data, studies, research, reports and initiatives, including but not limited to related manuals, marketing strategies, advertising, and public education resources;
- i) **“Participant”** means an eligible resident, household, property owner, or applicant located within the Town or MODL who is considered for, receives, or is supported in relation to the Supplemental Home Upgrade Incentives;
- j) **“Approved Upgrade Agreement”** means the participant agreement, consent, work authorization, or similar documentation used by Clean Foundation or the applicable program authority to confirm participant approval for the funded work;
- k) **“Enabling Upgrade”** means targeted work required to allow HomeWarming-related or other approved energy upgrades to proceed, including pest remediation, access or preparation work, debris removal, localized roof leakage or siding repair, or another case-specific barrier that materially prevents or limits

completion of an eligible energy upgrade. Enabling Upgrades do not include general home repairs, cosmetic work, or major unrelated renovations;

- l) “**Energize Together**” means the regional home energy navigation and supplemental upgrade initiative supported by the Town and MODL and delivered in coordination with Clean Foundation, Efficiency Nova Scotia, and other applicable partners;
 - m) “**HomeWarming**” means Efficiency Nova Scotia's HomeWarming Program, or any successor or related pathway that provides eligible no-cost or supported energy efficiency upgrades for qualifying households;
 - n) “**Navigator**” means the municipal energy navigator administered by MODL under the Energize Together Navigation Program, or another municipal staff resource designated by MODL for operational coordination under this Agreement;
 - o) “**Standard Supplemental Heat Pump Package**” means one additional appropriately sized single-zone ductless mini-split heat pump system, together with customary installation items, standard line set and electrical connection, and a pony panel where reasonably required within a maximum cost of \$10,000 per package, provided that the proposed costs are consistent with the pricing schedule in Schedule A and the requirements of this Agreement;
 - p) “**Supplemental Home Upgrade Incentives**” means supplemental funding or support administered under this Agreement and the Funding Administration Agreement to support eligible residents of the Town and MODL with additional eligible home energy upgrades, including additional heat pumps, Enabling Upgrades, or related approved measures, subject to eligibility requirements, funding availability, and applicable program requirements.
- 1.2. This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia, including the provisions of the Municipal Government Act, and the federal laws of Canada applicable therein.
- 1.3. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first Business Day following such non-Business Day.

2. AGREEMENT DOCUMENTS

- 2.1. Schedule “A” (“**Scope of Work**”) and Schedule “B” (“**Template Amended Scope of Work**”) are incorporated by reference and form part of this Agreement.
- 2.2. In case of conflict between any provision in the main body of this Agreement and a provision in an attached schedule, the provision in the main body of this Agreement shall take precedence.
- 2.3. In the event of any inconsistency between this Agreement and the Funding Administration Agreement, the Funding Administration Agreement shall take precedence to the extent of the inconsistency.
- 2.4. Nothing in this Agreement transfers ownership or control of the Funds to MODL. MODL may provide operational coordination and approvals only where expressly assigned to MODL under this Agreement or Schedule A, subject to the Funding Administration Agreement and any Town approval required under this Agreement.
- 2.5. This Agreement operates alongside, and does not amend or replace, the Funding Administration Agreement, the inter-municipal agreement between the Town and MODL respecting the Energize Together Navigation Program, the three-party coordination agreement among EfficiencyOne, the Town, and MODL, or any separate agreement between Clean Foundation and EfficiencyOne, Efficiency Nova Scotia, or another applicable program authority.

3. GOVERNANCE AND DECISION-MAKING

- 3.1. MODL shall act as the regional operational lead for day-to-day municipal coordination under this Agreement, including Navigator coordination, routine file communication, standard supplemental file tracking, and municipal approvals assigned to MODL under Schedule A. Clean Foundation may rely on MODL as the primary municipal contact for operational matters, subject to the Funding Administration Agreement and any matter requiring Town approval under this Agreement.
- 3.2. The Town retains its funder-accountability role under the Funding Administration Agreement and Smart Cities Challenge funding history. Where a proposed decision may materially affect the Town's rights, obligations, or accountability under the Funding Administration Agreement, or where this Agreement expressly requires

both Municipalities to approve a matter, the Town shall be consulted and its written approval shall be obtained before the Funds are committed.

- 3.3. Each Municipality retains decision-making authority for participant-specific matters affecting residents within its jurisdiction, except where this Agreement assigns routine operational approval authority to MODL as regional operational lead.
- 3.4. For clarity, Clean Foundation's ability to act on any matter approved by MODL or the Town is subject to available Funds, compliance with the Funding Administration Agreement, compliance with applicable program requirements, and the terms of this Agreement.

4. TERM

- 4.1. This Agreement comes into force when signed by the Parties on the date first written above ("**Effective Date**") and, except as otherwise provided in the clauses below, will expire on September 30, 2028, unless terminated earlier in accordance with the terms of this Agreement (the "**Term**").
- 4.2. The active delivery phase is expected to continue until March 31, 2028, unless the Funds are fully committed or the Agreement is terminated earlier. The period from April 1, 2028 to September 30, 2028 is intended for final reporting, reconciliation, close-out, and wind-down, unless the Parties agree otherwise in writing.
- 4.3. The following clauses shall survive the expiration of this Agreement for an additional three (3) years:
 - a) Article 10 (Protection of Confidential and Personal Information);
 - b) Article 11 (Intellectual Property);
 - c) Article 14 (Limitation of Liability);
 - d) Article 15 (Indemnity);
 - e) Article 16 (Dispute Resolution);
 - f) Article 17 (Default and Termination); and
 - g) Article 18 (Notices).

5. SERVICES

- 5.1. For the Term of this Agreement, Clean Foundation shall:
- a) provide the services as described in the Scope of Work in Schedule “A”, or as revised via the execution of an Amended Scope of Work in the form attached as Schedule “B” (the “**Services**”); and
 - b) carry out the Services in a professional, expeditious and economical manner.
- 5.2. For clarity, Clean Foundation is not required to guarantee or warrant actual household energy savings, utility bill reductions, greenhouse gas reductions, or participant behaviour following installation. Clean Foundation shall, however, use its technical judgment and applicable program information to ensure that funded measures are reasonably connected to energy affordability, improved heating efficiency, reduced reliance on higher-cost heating sources, improved comfort or quality of life connected to home energy use, or completion of HomeWarming-related or other approved energy upgrades.
- 5.3. The Municipalities acknowledge that the Services are being undertaken for the shared benefit of eligible residents in both municipalities. The Services are intended to complement, and not replace, HomeWarming, other Efficiency Nova Scotia programs, municipal clean energy financing programs, federal or provincial programs, or other available supports.
- 5.4. If the Municipalities provide inconsistent direction such that Clean Foundation cannot reasonably deliver an affected portion of the Services, Clean Foundation shall promptly escalate the matter under Article 16 and may pause only the affected decision or file pending resolution, while continuing unaffected Services to the extent reasonably possible.

6. AMENDED SCOPE OF WORK

- 6.1. No amendment to Schedule “A” (Scope of Work) shall be valid unless:
- a) it is documented in a written Amended Scope of Work substantially in the form attached to Schedule “B”; and
 - b) it is executed by authorized representatives of all Parties to this Agreement,

provided that such amendment shall not be effective unless it is also executed in accordance with the amendment requirements of the Funding Administration Agreement.

- 6.2. An Amended Scope of Work may revise any of the elements listed in Schedule “A”.
- 6.3. Any cumulative reallocation that exceeds ten per cent (10%) of the amount for an eligible expenditure category as originally approved in Schedule “A”, or as subsequently revised in an applicable Amended Scope of Work, shall require the execution of an Amended Scope of Work.
- 6.4. Clean Foundation may, in its reasonable discretion, reallocate funds within an eligible expenditure category or between eligible expenditure categories set out in Schedule “A”, or as subsequently revised in an applicable Amended Scope of Work, provided that the cumulative amount reallocated from any one eligible expenditure category does not exceed ten per cent (10%) of that category’s approved amount.
- 6.5. For the purposes of Sections 6.3 and 6.4, the cumulative reallocation shall be measured over the duration of Schedule “A”, or as subsequently revised in an applicable Amended Scope of Work.
- 6.6. Email correspondence, meeting notes, or verbal direction shall not constitute an amendment to Schedule “A” unless expressly confirmed in an Amended Scope of Work executed in accordance with this Article.
- 6.7. For greater certainty:
 - a) all amendments to the Scope of Work set out in Schedule “A” must comply with the terms of the Funding Administration Agreement;
 - b) in the event of any inconsistency between an Amended Scope of Work executed under this Agreement and the Funding Administration Agreement, the Funding Administration Agreement shall prevail to the extent of the inconsistency;
 - c) no Amended Scope of Work shall take effect until it has been executed by all Parties to this Agreement and the parties to the Funding Administration Agreement; and
 - d) any material change to the Standard Supplemental Heat Pump Package, any cumulative increase exceeding ten per cent (10%) to the price of an individual item in Schedule A, any change to eligible expenditure categories, approval

requirements for non-standard files, or the scope of Enabling Upgrades must be documented through an Amended Scope of Work and must comply with the Funding Administration Agreement.

7. PRICE AND PAYMENT

- 7.1. Throughout the Term, Clean Foundation will utilize the Funds distributed to it under the Funding Administration Agreement in accordance with the details outlined in Schedule “A” to this Agreement.
- 7.2. Clean Foundation's total commitments, disbursements, and charges under this Agreement shall not exceed the available Funds, including any investment income or gains added to the Funds in accordance with the Funding Administration Agreement.
- 7.3. The Parties acknowledge that all expenditures are subject to the requirements and limitations of the Funding Administration Agreement.
- 7.4. Clean Foundation shall not issue a work order, approve an invoice, or otherwise commit the Funds where there are insufficient available and uncommitted Funds to cover the expected cost of the work.

8. COVENANTS

- 8.1. Clean Foundation covenants that:
 - a) it has all requisite capacity and authority to execute, deliver and perform its obligations under this Agreement;
 - b) this Agreement has been duly and validly executed and delivered by Clean Foundation and constitutes a legal, valid, and binding obligation of Clean Foundation enforceable against it in accordance with its terms;
 - c) to its knowledge, there is no matter, thing, or event, including without limitation, any litigation, proceeding, breach, default, or financial circumstance that would adversely affect Clean Foundation’s ability to perform its obligations under this Agreement;
 - d) it will furnish all labour, materials, products, tools, and other necessary components necessary to perform and provide the Services, unless otherwise provided herein;

- e) it shall diligently perform the Services and the components thereof in a proper and professional manner;
- f) it has, or will retain, the skills, expertise, and resources to carry out the Services and to comply, observe and perform the obligations to which it is subject in accordance with the terms of this Agreement;
- g) it shall comply with all applicable laws, ordinances, rules, regulations, codes, and orders which are or become in force during the Term in respect of the Services;
- h) it will execute or cause to be made, done and executed all further acts, deeds, assurances, agreements, instruments, or other documents as may be reasonably required to ensure fulfillment of the terms of this Agreement; and
- i) the Services shall be delivered and performed by individuals duly licensed and authorized by law, if applicable, to perform said undertakings.

9. EXCUSABLE DELAY

- 9.1. Clean Foundation shall not be deemed to be in breach of its obligations under this Agreement where failure to perform or delay in performance of any obligation is due, wholly or in part, to causes beyond its reasonable control, including but not limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labour disputes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of Clean Foundation, for so long as such force majeure event is in effect and for a reasonable period thereafter (an “**Excusable Delay Event**”).
- 9.2. Clean Foundation shall notify the affected Municipality promptly of any Excusable Delay Event and shall take reasonable steps to minimize the impact of the failure or the delay and to resolve the event or occurrence that has given rise to the Excusable Delay Event in order to resume performance. The time for performing an obligation as a result of an Excusable Delay Event shall be extended for the period lost, subject to the condition that the Term of this Agreement shall not be extended as a result of any Excusable Delay Event without the prior written consent of the Parties.

- 9.3. Where Clean Foundation suffers an Excusable Delay Event it shall take, or cause to be taken, such action as may be necessary to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Excusable Delay Event. Clean Foundation shall take all reasonable steps to ensure normal performance under this Agreement, including the resumption of any disrupted obligations.
- 9.4. For certainty, in no case shall the failure or omission of Clean Foundation to carry out or observe any of the terms, provisions, or conditions of this Agreement or any negligent act or omission of Clean Foundation, or others for whom Clean Foundation is responsible, constitute an event of Excusable Delay or result in an extension of the time.

10. PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

- 10.1. The Parties each undertake not to use any Confidential Information or Personal Information disclosed by another Party, or by any third party, except as permitted under this Agreement, authorized by the disclosing Party, authorized by the affected individual where required, or required by law.
- 10.2. A receiving Party shall not, without prior written approval of the disclosing Party:
- a) use the Confidential Information or Personal Information for the receiving Party's own benefit; or
 - b) publish, copy, or otherwise disclose Confidential Information or Personal Information to others, except as permitted under this Agreement or required by law.
- 10.3. The receiving Party shall carefully restrict access to Confidential Information and Personal Information to only those who have a need to know it and who have been specifically authorized to access such information.
- 10.4. The receiving Party agrees to protect all Confidential Information and Personal Information in accordance with applicable laws. Without limiting the generality of the foregoing, the receiving Party shall ensure that:
- a) no Personal Information or Confidential Information is transmitted, accessed, or stored outside of Canada;
 - b) it will implement appropriate administrative, technical, and physical safeguards to prevent unauthorized access, use, disclosure, or loss of information; and

- c) any breach of these requirements constitutes a material breach of the Agreement and may result in termination in accordance with Article 17, provided that the cure period may be shortened where the breach cannot reasonably be cured.
- 10.5. Neither this Agreement nor the supply of any information grants the receiving Party any license, interest or right in respect of any Intellectual Property rights of the disclosing Party.
- 10.6. The receiving Party will notify the disclosing Party promptly in writing of any loss or inability to account for the Confidential Information or Personal Information.
- 10.7. The receiving Party shall promptly return or, at the disclosing Party's option, certify destruction of, all copies of Confidential Information at any time upon the request of the disclosing Party, except to the extent retention is required by Applicable Law, municipal records requirements, audit requirements, the Funding Administration Agreement, or another binding obligation.
- 10.8. For clarity, with respect to all Confidential Information and Personal Information pertaining to prospective or actual participants in the Services performed by Clean Foundation it shall:
 - a) maintain confidentiality and privacy over all such information in accordance with applicable legislation and its existing privacy policies;
 - b) exchange such information with the Municipalities, including their designated staff, solely for the purposes of administering, reporting, and decision-making with respect to the Services; and
 - c) use such information only for the purposes contemplated under this Agreement.

11. INTELLECTUAL PROPERTY

- 11.1. Each Party retains all right, title, and interest in and to any Background IP owned or developed by that Party prior to the Effective Date of this Agreement or developed independently of this Agreement. For clarity, all Background IP remains the sole property of the Party or third party that owns or controls that Background IP, and nothing in this Agreement transfers or assigns any right, title, or interest in such Background IP except as expressly set out herein.

- 11.2. Unless otherwise expressly stated in the Scope of Work in Schedule “A”, or as subsequently revised in an applicable Amended Scope of Work:
- a) Clean Foundation shall retain ownership of any Project IP created or developed in the course of administering funds under this Agreement; and
 - b) any beneficiaries designated in the Scope of Work in Schedule “A”, or as subsequently revised in an applicable Amended Scope of Work, shall have a non-exclusive, royalty-free license to use any reports or deliverables produced under the Scope of Work or Amended Scope of Work for non-commercial municipal purposes.
- 11.3. No Party will make use of the other Party’s name, logo(s), or Intellectual Property in a manner that is disparaging to or that could otherwise harm the goodwill associated with a Party’s brand.
- 11.4. Subject to applicable law, privacy requirements, confidentiality obligations, and any reasonable restrictions identified by Clean Foundation, the Town and MODL may use final reports, summaries, data products, de-identified information, and other non-confidential deliverables produced under this Agreement for non-commercial municipal purposes, including Council reporting, public reporting, program evaluation, service planning, funding applications, and community energy and emissions tracking.
- 11.5. Public communications about Energize Together or the Supplemental Home Upgrade Incentives that refer to more than one Party shall be coordinated between the affected Parties before publication. No Party shall use another Party's name, logo, trademark, official mark, or branding in public materials without that Party's prior written approval, except where required by law, regulation, or funding requirements.

12. INSURANCE

- 12.1. Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire Term:
- a) Commercial General Liability insurance with a limit of no less than five million Canadian dollars (\$5,000,000 CAD) per occurrence that meets the following requirements:

- i. it shall be written on an occurrence form and shall include, but not be limited to, bodily injury, personal injury, property damage, contractual liability, products and completed operations, hostile fire, broad form property damage, contingent employer's liability, and non-owned automobile liability;
 - ii. it shall contain a cross liability and severability of insured clause; and
 - iii. the Municipalities shall each be named as an additional insured, but only with respect to the negligence of Clean Foundation;
- b) Automobile Liability insurance with a limit of no less than five million Canadian dollars (\$5,000,000 CAD) Third Party Liability on all owned and operated vehicles including Mobile Contractors Equipment;
- c) Professional Liability (Errors and Omissions) insurance with a limit of no less than two million Canadian dollars (\$2,000,000 CAD) per claim providing coverage for acts, errors and omissions arising from the rendering or failing to render their professional services performed under this Agreement. Upon the completion and/or termination of this Agreement, said policy shall remain in force for a period of twenty-four (24) months from the date of completion and/or termination;
- d) Cyber and Network Security Liability Insurance with a limit of not less than one million Canadian dollars (\$1,000,000 CAD) per claim, including coverage for:
 - i. liability, including costs from investigation, forensic auditing, notification, regulatory, and credit monitoring services, arising from any actual and/or alleged theft, and/or dissemination, and/or use of confidential information and/or personally identifiable information (including, but not limited to, bank account and credit card account information and personal information, such as name, address, social insurance numbers, etc.) stored or transmitted in electronic and/or paper and/or other form;
 - ii. network security liability arising from any actual or alleged, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to the Contractor's communications and data storage systems, as well as any associated data systems, including denial of service; and

- iii. liability, including costs from investigations, forensic auditing, notification, regulatory, restoration, business interruption, bricking, arising from any actual and/or alleged introduction of a computer virus into, and/or otherwise causing damage to, the Municipalities' or any third-party computer, computer system, network, electronic equipment, or similar computer and/or electronic related property and the data, software, and programs thereon.

12.2. The following general conditions shall apply to Sub-sections 12.1 a) through d):

- a) all policies shall be with insurers licensed to underwrite insurance in the Province of Nova Scotia;
- b) prior to execution of this Agreement and within five (5) Business Days upon the placement, renewal, amendment, or extension of all or any part of the insurance, Clean Foundation shall promptly provide the Municipalities with a certificate of insurance confirming coverage;
- c) all deductibles shall be the sole responsibility of Clean Foundation; and
- d) Clean Foundation shall cause the policies to be endorsed to provide the Municipalities with not less than fifteen (15) days' written notice of cancellation or material change detrimental to the Municipalities in the case of the Automobile Liability policy, and not less than thirty (30) days' written notice of cancellation or material change detrimental to the Municipalities in the case of all other policies.

13. WORKERS COMPENSATION

- 13.1. Clean Foundation shall provide the Municipalities with a current Workers Compensation Board ("**WCB**") Clearance Letter or letter of exemption whenever requested. It is Clean Foundation's responsibility to maintain good standing with WCB for the entire Term.
- 13.2. Clean Foundation shall be fully responsible for ensuring that any contractors it engages have workers' compensation insurance in place covering their own employees and general commercial liability insurance coverage with a limit of not less than two million Canadian dollars (\$2,000,000 CAD) per occurrence. Clean Foundation shall obtain proof that such insurance is in place. The proof may take the form of an insurance certificate, issued by the contractor's Broker or Insurer.

14. LIMITATION OF LIABILITY

- 14.1. Notwithstanding any other provision of this Agreement, Clean Foundation's total liability to the Town and MODL, individually or collectively, for any and all claims, damages, losses, or expenses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the greater of:
- a) the total value of the Funds available under the Funding Administration Agreement, including any investment income or gains added to the Funds; or
 - b) the limits of the applicable insurance coverage.
- 14.2. The limitation of liability shall not apply in cases of gross negligence, fraud, or wilful misconduct.
- 14.3. In no event shall Clean Foundation be liable to the Town or MODL, individually or collectively, for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits or revenues, even if Clean Foundation has been advised of the possibility of such damages.

15. INDEMNITY

- 15.1. Clean Foundation shall defend, indemnify and hold harmless the Municipalities, and their respective elected officials, officers, employees, volunteers, partners, affiliates, agents, and representatives (the “**Indemnified Parties**”), from and against any third-party claims, demands, losses, damages, liabilities, costs, or expenses (including reasonable legal fees), arising directly from:
- a) the negligence or wilful misconduct of Clean Foundation, its employees, volunteers, partners, affiliates, agents, and contractors in the performance of this Agreement; and
 - b) a material breach of this Agreement by Clean Foundation.
 - c) any claim or liability arising under applicable workers' compensation legislation attributable to Clean Foundation or any contractor or subcontractor engaged by Clean Foundation in connection with the Services.

- 15.2. The indemnification obligations set out in this Article are subject to the limitations of liability set out in Article 14.
- 15.3. Nothing in this Agreement expands Clean Foundation's liability beyond contractual obligations expressly stated herein.
- 15.4. This indemnity shall be in addition to and not in lieu of any insurance to be provided by Clean Foundation in accordance with this Agreement and shall survive this Agreement.

16. DISPUTE RESOLUTION

- 16.1. In the event of a dispute in connection with this Agreement, a senior officer of Clean Foundation and the Chief Administrative Officer of each Municipality, or their respective designates, shall promptly meet to discuss and attempt to resolve the dispute. The Parties shall have ten (10) Business Days to resolve the dispute, or five (5) Business Days if any Party notifies the other Parties that the matter requires urgent resolution. Notwithstanding the foregoing, any Party may at any time seek such remedies as may be available at law.
- 16.2. Notwithstanding any dispute, Clean Foundation shall diligently carry out the Services, and shall not suspend, impair, interfere with, restrict, or discourage the prompt completion of any portion of the Services.

17. DEFAULT AND TERMINATION

- 17.1. This Agreement shall terminate automatically if the Funding Administration Agreement expires or is terminated, except for obligations required to complete reconciliation, final reporting, return or disposition of unexpended Funds, privacy protection, records retention, and orderly wind-down.
- 17.2. Any Party may terminate this Agreement, in whole or in part, without cause, by providing ninety (90) days' prior written notice to the other Parties, unless a shorter period is required by the Funding Administration Agreement or agreed in writing by the Parties. During the notice period, the Parties shall cooperate to wind down affected Services in a manner that protects Participants, avoids unnecessary disruption to approved work already in progress, and preserves the Funds. Upon termination, Clean Foundation shall continue only those Services reasonably required to preserve, protect, complete, or close approved work already in progress, unless otherwise directed in writing by the applicable Municipality or required under the Funding Administration Agreement. Clean Foundation shall be entitled to

payment from the Funds for eligible costs properly incurred up to the effective date of termination and for any approved wind-down activities, including for all approved commitments, contractor cancellation costs, and unavoidable obligations incurred before receipt of the termination notice. Any remaining Funds shall be handled in accordance with the Funding Administration Agreement. No Party shall be entitled to any compensation or damages for consequential losses as a result of such termination.

17.3. Clean Foundation shall be in default of its obligations under this Agreement if (each a **“Clean Foundation Event of Default”**):

- a) it is in breach of any material term or condition of this Agreement, which breach is not cured by Clean Foundation within thirty (30) days after written notice from either Municipality;
- b) it abandons the Services or any substantial part thereof;
- c) it assigns this Agreement other than as permitted by the terms of this Agreement;
- d) an event occurs which expressly entitles either or both of the Municipalities to terminate this Agreement under any other Article of this Agreement;
- e) any representation or warranty made by Clean Foundation shall prove to be untrue when made in any material respect;
- f) a petition in bankruptcy is filed with respect to Clean Foundation;
- g) any proceeding is commenced under any bankruptcy or insolvency legislation or under any other Federal or Provincial law relating to insolvency or bankruptcy, the adjudication of Clean Foundation as a bankrupt, the appointment by any competent court having jurisdiction of a temporary or permanent receiver, trustee or other officer having similar powers over Clean Foundation its business or assets, or the making of any assignment by Clean Foundation for the benefit of its creditors; or
- h) a serious privacy breach, safety issue, funding-compliance breach, or unauthorized use of the Funds occurs and is not capable of being cured within a reasonable period having regard to the nature of the breach.

- 17.4. The Town and MODL shall be in default of their respective obligations under this Agreement if they are in breach of any material term or condition of this Agreement, which breach is not cured by the Town or MODL, whichever is responsible for the breach, within thirty (30) days after written notice from Clean Foundation (“Municipality Event of Default”).
- 17.5. Upon the occurrence of an Event of Default by any Party, the other Parties may terminate this Agreement in whole or in part.
- 17.6. The right of any Party to terminate this Agreement shall be in addition to any other rights and remedies available pursuant to this Agreement, at law or in equity. All rights and remedies of a party upon default or breach by any other Party under this Agreement shall be cumulative and not alternative.

18. NOTICES

- 18.1. All notices to be given to any Party under this Agreement shall be written and addressed as follows:

To Clean Foundation:

Clean Nova Scotia Foundation
90 Alderney Drive
Dartmouth, NS, B2Y 4S8
Attention: Coleen Browne, Project Manager
Email: cbrowne@cleanfoundation.ca

To the Town:

Town of Bridgewater
60 Pleasant Street, Bridgewater, NS B4V 3X9

Attention: Sujata Sajan, Project Coordinator,
Email: sujata.sajan@bridgewater.ca

To MODL:

Municipality of the District of Lunenburg
10 Allée Champlain Drive, Cookville, NS B4V 9E4

Attention: Abhimanyu Jain, Manager of Climate Change and Sustainability
Email: Abhimanyu.jain@modl.ca

- 18.2. All notices may be sent by email, a courier service, first class mail or hand delivered. Notice shall be given when received by the addressee on a business day.

- 18.3. Any Party may modify its address for notices by advance written notice to the other Parties.

19. INDEPENDENT CONTRACTOR

- 19.1. Clean Foundation will be an independent contractor. Except where required in the Agreement or directed by the Town or MODL, as applicable, Clean Foundation shall not act as an agent for either of the Municipalities, bind the Municipalities to any obligation with a third party, nor hold itself out as having authority to bind or obligate the Municipalities. None of the persons engaged by Clean Foundation or any of its contractors in the performance of the Services will be considered employees of the Municipalities.

20. GENERAL PROVISIONS

- 20.1. This Agreement is the entire agreement between the Parties with respect to the subject matter hereto and shall not be modified, varied or amended except by an instrument in writing signed by the Parties.
- 20.2. No consent or waiver, express or implied, by any Party to this Agreement of any breach of any provision by any other Party shall take effect or be binding upon the consenting or waiving Party unless in writing and signed by such Party. Unless otherwise provided therein, such waiver shall not limit or affect the right of the Parties not in default with respect to any other breach.
- 20.3. Time shall be of the essence for purposes of this Agreement.
- 20.4. If any article, section, sub-section or any portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be severed from the remainder of this Agreement.
- 20.5. This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, legal representatives and permitted assigns.
- 20.6. This Agreement may be executed by any person who is from time to time to become a party hereto by signing a counterpart hereof, each of which counterpart so

executed shall be deemed to be an original and such counterparts together shall constitute a single instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Parties have properly executed this Agreement the day and year first above written.

CLEAN NOVA SCOTIA FOUNDATION

Per:

Scott Skinner, President & CEO

Date

TOWN OF BRIDGEWATER

Per:

Tammy Crowder, Chief Administrative Officer

Date

**MUNICIPALITY OF THE DISTRICT OF
LUNENBURG**

Per:

Tom MacEwan, Chief Administrative Officer

Date

SCHEDULE A – SCOPE OF WORK

Energize Together Supplemental Home Upgrade Incentives

1. OBJECTIVES

This Scope of Work governs Clean Foundation's administration and delivery of the Energize Together Supplemental Home Upgrade Incentives for eligible residents of the Town and MODL. The Services are delivered in coordination with the Town, MODL, the Navigator, Efficiency Nova Scotia, and other applicable program partners, subject to the Funding Administration Agreement.

The Services are intended to complement HomeWarming and other available energy-efficiency supports. The Funds are intended to support targeted supplemental measures where HomeWarming or another applicable pathway does not fully address an identified home energy need, including one additional standard heat pump where appropriate, non-standard supplemental measures approved by MODL, and targeted Enabling Upgrades that allow HomeWarming-related or other approved energy upgrades to proceed.

2. DELIVERABLES

Deliverable Name	Description
Additional heat pump(s)	Clean Foundation will review applicable HomeWarming or other approved program information and coordinate with qualified contractors to install a Standard Supplemental Heat Pump Package. Clean Foundation shall notify the Navigator before issuing a work order or otherwise committing the Funds for any supplemental heat pump file. Where Clean Foundation recommends a non-standard supplemental heat pump measure, the approval requirements in Section 8 of this Schedule apply.
Enabling Upgrades	Clean Foundation may recommend targeted Enabling Upgrades where a barrier materially prevents or limits HomeWarming-related or other approved energy upgrades from proceeding. Enabling Upgrades require an Enabling Upgrade Plan and MODL approval before Funds are committed. General home repairs, cosmetic work, major unrelated repairs, or work not reasonably connected to energy upgrades are outside the ordinary scope of the Services unless approved by both Municipalities.

3. PERFORMANCE TARGETS AND INDICATORS

Clean Foundation will deliver the Services on a rolling, first-come, first-served basis for eligible residents of both the Town and MODL, subject to available Funds, file readiness, contractor availability, participant consent, program requirements, and this Agreement. No

minimum or maximum participation target is established by this Agreement. Performance will be measured through delivery activity, responsible use of the Funds, compliance with this Scope of Work, reporting, and completion of required close-out obligations.

The Parties shall meet within thirty (30) days from the earlier of:

- a) the date that fifty per cent (50%) of the Funds have been expended; or
- b) April 30, 2027.

This meeting will be an opportunity to review the pace of funding commitment and disbursement, the mix of standard and non-standard files, the use of Enabling Upgrades, the remaining Fund balance, and any recommended adjustments to Service delivery.

The active delivery phase may end when all available Funds have been committed or disbursed in accordance with this Agreement. For clarity, the Services are not complete until Clean Foundation has completed required reporting, reconciliation, verification, program documentation, close-out, and wind-down obligations.

4. TIMELINES AND MILESTONES

Milestone	Date(s)
Services Start	March 31, 2026
Service Administration	March 31, 2026 – March 31, 2028
Operational Coordination Meetings	Weekly during active delivery unless otherwise agreed by the Parties
Quarterly Reporting	By July 31, October 31, January 31, and April 30 during the active reporting period
Milestone Meeting	No later than April 30, 2027
Final Reporting and Close Out	March 31, 2028 – September 30, 2028

5. FINANCIAL TERMS AND BUDGET MANAGEMENT

5.1. Pricing and Cost Recovery

Clean Foundation shall recover eligible costs from the Funds for heat pump installations, billed in accordance with Clean Foundation's applicable pricing with Efficiency Nova Scotia or other applicable program pricing, as reflected in the pricing schedule immediately below. The price of each individual item in the pricing schedule may be increased by up to a cumulative ten per cent (10%) from its originally approved price, or from the price most recently approved through an Amended Scope of Work, to reflect changes in market pricing or material costs. Any greater increase requires an Amended Scope of Work. The pricing schedule is included for transparency and cost recovery

purposes and does not authorize a non-standard measure unless approved under this Schedule. Clean Foundation shall recover eligible costs from the Funds for approved Enabling Upgrades, billed in accordance with an approved Enabling Upgrade Plan. Enabling Upgrade costs are expected to vary by file and must be supported by a quote, cost basis, or other reasonable documentation before approval and commitment of the Funds.

Heat Pump Installations				
Measure	Service		Price	Unit
Outdoor Units	SINGLE ZONE	6,000BTU unit	\$ 2,500.00	per unit
		9,000BTU unit	\$ 3,300.00	
		12,000BTU unit	\$ 3,500.00	
		15,000BTU unit	\$ 3,600.00	
		18,000BTU unit	\$ 4,250.00	
		24,000BTU unit	\$ 4,400.00	
	MULTI ZONE	18,000BTU unit	\$ 4,850.00	
		24,000BTU unit	\$ 5,800.00	
		36,000BTU unit	\$ 7,100.00	
		42,000BTU unit	\$ 7,600.00	
		48,000BTU unit	\$ 8,700.00	
Indoor Units	7000BTU unit		\$ 1,897.06	per unit
	9000BTU unit		\$ 1,900.00	
	12000BTU unit		\$ 2,000.00	
	15000BTU unit		\$ 2,375.00	
	18000BTU unit		\$ 2,600.00	
	24000BTU unit		\$ 2,750.00	
Line set	in excess of 25ft	Includes all conduit, wiring, and refrigerant	\$ 24.00	per ft
Electrical connection	in excess of 25ft	Includes all wiring and conduit	\$ 13.00	per ft
Electrical Upgrades	Electrical Panel upgrade	Upgrade from fuses to breakers. Does not include increasing electrical service.	\$ 2,643.53	per home
	Pony Panel	Add a pony panel without increasing the service	\$ 695.59	
	Service Upgrade	Increase from 60A to 100A	\$ 4,000.00	
		Increase from 100A to 200A	\$ 5,500.00	

5.2. Payment and Financial Administration

- a) Clean Foundation shall receive, approve, process and pay contractor invoices submitted for completed work, including applicable taxes.
- b) Each month, Clean Foundation may draw down from the Funds deposited under the Funding Administration Agreement an amount equal to eligible costs properly incurred during the prior month.
- c) Clean Foundation will maintain records of all such disbursements and document them in quarterly reports as set out in Section 7 of this Schedule.
- d) Clean Foundation shall not commit the Funds unless sufficient uncommitted Funds remain available to cover the expected cost of the work.

6. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

The disposition of Intellectual Property rights shall be in accordance with the terms of Article 11 (Intellectual Property) in the main body of this Agreement.

For the purposes of Section 11.2 in the main body of this Agreement, the beneficiaries that shall receive a non-exclusive, royalty-free license to use any reports or deliverables produced under this Scope of Work shall be the Town and MODL.

7. REPORTING

7.1. Quarterly Reporting

Clean Foundation shall provide the Municipalities with a quarterly report by the following dates:

- a) July 31, 2026;
- b) October 31, 2026;
- c) January 31, 2027;
- d) April 30, 2027;
- e) July 31, 2027;
- f) October 31, 2027;
- g) January 31, 2028; and
- h) April 30, 2028.

The quarterly report, which shall be the same for both Municipalities, shall detail:

- a) the number of Participants supported, broken out by municipal jurisdiction;
- b) the number of files completed, in progress, withdrawn, closed, or determined to have no supplemental need;
- c) the type of support provided including a Standard Supplemental Heat Pump Package, a non-standard supplemental heat pump measure, an Enabling Upgrade, or a formal exception, and the approximate budget by file;
- d) the amount of Funds committed, disbursed, and remaining during the prior quarter and cumulatively to date; and
- e) any material delivery barriers or pricing exceptions.

No other reporting is required under this Agreement, unless reasonably and specifically requested by a Municipality for fund oversight, Council reporting, reconciliation, audit, or close-out. Clean Foundation shall provide the requested information where reasonably available, subject to applicable privacy, confidentiality, and program requirements.

7.2. Records Retention

Clean Foundation shall keep proper and accurate financial accounts, file records, approvals, contracts, invoices, statements, receipts, vouchers, reporting records, and other supporting documentation relating to this Agreement and the Services for at least six (6) years following the end of the Term, unless a longer period is required by Applicable Law, the Funding Administration Agreement, or another binding obligation.

7.3. Navigation Case Conferences

Clean Foundation shall meet with the Navigator, municipal representatives, and Efficiency Nova Scotia as reasonably necessary to coordinate active files, discuss operational issues, review non-standard files, and address Enabling Upgrade requests. Meetings may occur weekly during active delivery unless otherwise agreed by the Parties.

7.4. Ad Hoc Communication

Clean Foundation will communicate with Municipalities as required for:

- a) approval of Enabling Upgrades;
- b) resolution of individual Participant or file-specific issues;
- c) review of non-standard supplemental heat pump measures; and
- d) review of high fund-impact files.

8. SERVICES

8.1. Source of Participants

Participants shall generally be identified through HomeWarming documentation referred to Clean Foundation by Efficiency Nova Scotia for homes located within the Municipalities' respective boundaries, pursuant to the applicable service agreement or arrangement between Clean Foundation and Efficiency Nova Scotia. Participants may also be identified through Clean Foundation, the Navigator, or direct resident inquiries, provided that any supplemental support funded under this Agreement remains consistent with this Agreement and the Funding Administration Agreement.

8.2. Eligibility Determination

Clean Foundation shall review applicable file information, including HomeWarming documentation, approved upgrades, participant circumstances, technical information, and Navigator input where applicable, to determine whether the file supports a Standard Supplemental Heat Pump Package, a non-standard supplemental measure, an Enabling Upgrade, or no supplemental upgrade.

8.3. Upgrade Process

8.3.1. Standard Supplemental Heat Pump Package

Where Clean Foundation determines that a home is able to receive a Standard Supplemental Heat Pump Package, it may proceed without prior municipal approval if the Navigator is notified before the Funds are committed, participant consent is obtained, applicable program requirements are satisfied, and sufficient Funds remain available.

Clean Foundation shall then:

- a) explain the proposed work to the homeowner(s) and obtain consent for the work by having them execute an Approved Upgrade Agreement;
- b) issue a work order for the Standard Supplemental Heat Pump Package and project manage the completion of the work; and
- c) once the installation is complete, conduct an E-audit of the home and have homeowner(s) sign a Work Verification Form.

Any supplemental heat pump measure outside the Standard Supplemental Heat Pump Package over the maximum cost of \$10,000 per package, including a larger unit, multiple heads, multi-zone equipment, panel or service upgrade, unusually high-cost file, or other material deviation, requires a short written rationale and MODL's written approval before Funds are committed. The Town shall also approve the file where it may materially affect

the remaining Fund balance or the Town's obligations under the Funding Administration Agreement.

8.3.2. Enabling Upgrades

Where Clean Foundation determines that a targeted Enabling Upgrade would be more appropriate than, or necessary in addition to, a supplemental heat pump measure, it shall:

- a) identify the barrier that materially prevents or limits completion of HomeWarming-related or other approved energy upgrades;
- b) provide a quote or cost basis and prepare a written Enabling Upgrade Plan describing the proposed work, its connection to the approved energy upgrade, and the estimated cost;
- c) provide the Enabling Upgrade Plan to MODL for written approval before issuing a work order or committing the Funds. MODL shall consult the Town where the proposed work may materially affect the remaining Fund balance or the Town's obligations under the Funding Administration Agreement. MODL shall communicate its decision to approve or deny the Enabling Upgrades to Clean Foundation in writing within ten (10) Business Days following receipt of the Enabling Upgrade Plan;
- d) following the Municipal Energy Navigator's review of the approved Enabling Upgrade Plan with the homeowner, obtain homeowner consent for the work by having them execute an Approved Upgrade Agreement;
- e) issue work order(s) for the Enabling Upgrades and project manage the completion of the work; and
- f) inform Efficiency Nova Scotia, once all the Enabling Upgrades are complete and have homeowner(s) sign a Work Verification Form.

8.3.3. No Upgrades Possible

Where Clean Foundation determines that the home is unable to receive any further upgrades within the scope of its Services, Clean Foundation shall document the file outcome, and default to standard HomeWarming practices.

8.4. Contractor Management and Installation

Clean Foundation shall:

- a) procure, schedule, and manage qualified contractors;
- b) provide work orders to contractors; and

- c) in the case of heat pump installations, inspect installations, including post-installation energy assessments, as required, and submit standard post-installation documentation to Efficiency Nova Scotia.

SCHEDULE “B” – AMENDED SCOPE OF WORK TEMPLATE

SCOPE AMENDMENT NO. [#]

This Amended Scope of Work is made effective as of the date it is executed by the required Parties and amends the Scope of Work dated **[Original SOW Date]** entered into pursuant to the Service Agreement dated [Agreement Date] among Clean Nova Scotia Foundation, the Town of Bridgewater, and the Municipality of the District of Lunenburg, subject to the Funding Administration Agreement dated March 31, 2026, between Clean Nova Scotia Foundation and the Town of Bridgewater.

1. **AMENDMENTS TO ORIGINAL SCOPE OF WORK** The Original Scope of Work is amended as follows:
2. Section [X] is deleted and replaced with the following:
3. Section [X] is deleted and replaced with the following:
4. Etc.
5. **NO OTHER CHANGES** Except as expressly amended herein, all other terms and conditions of the Original Scope of Work remain unchanged and in full force and effect.

AUTHORIZED SIGNATURES: This Amended Scope of Work shall be signed by Clean Foundation, the Town, and MODL, and, where required by the Funding Administration Agreement, by the parties to that agreement.

FUNDING ADMINISTRATION AGREEMENT

THIS AGREEMENT made the 31st day of March 2026 (the "Effective Date").

BETWEEN:

THE CLEAN FOUNDATION NOVA SCOTIA FOUNDATION, a registered Canadian charity, with an office at 90 Alderney Drive, Dartmouth, Province of Nova Scotia ("**Clean Foundation**")

AND

TOWN OF BRIDGEWATER, a body corporate pursuant to the Municipal Government Act, having its chief place of business at 60 Pleasant Street, Bridgewater, in the County of Lunenburg, Province of Nova Scotia (the "Town")

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS the Town established and operated the Energize Bridgewater program with funds received through the Smart Cities Challenge (the "**Funds**").

AND WHEREAS the Smart Cities Challenge fund administrators have given permission to the Town to transfer program innovations and services developed through the Energize Bridgewater program to regional partnerships.

AND WHEREAS one such program to be transferred is the Energize Bridgewater Home Upgrades program ("**EBHU**"), which supports residents and property owners with home energy efficiency programs through a partnership between the Town, Clean Foundation, Efficiency Nova Scotia, and the Municipality of the District of Lunenburg.

AND WHEREAS, on request from the Town, Clean Foundation provided a Letter of Intent (the "**LOI**") dated February 18, 2026, that outlined Clean Foundation's proposal for administering remaining Smart Cities Challenge Funds to support the continuation of EBHU.

AND WHEREAS the Town has received approval from both the Smart Cities Challenge fund administrators and its Council to transfer the funds to Clean Foundation solely for the purpose of continuing and regionalizing EBHU.

AND WHEREAS the Parties wish to enter into an agreement for the purposes of establishing the terms and conditions under which Clean Foundation will administer these funds.

1.1 **NOW THEREFORE THIS AGREEMENT** witnesses that in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties

agree as follows:

2 INTERPRETATION

2.1 The following terms shall be interpreted as follows in this Agreement:

- a) **"Background IP"** means any Intellectual Property owned or controlled by either of the Parties or a third party that was conceived, created, developed, acquired, or otherwise reduced to practice prior to the Effective Date of this Agreement, or that is developed independently of and outside the scope of the performance of the services under this Agreement. Background IP includes, without limitation, all related know-how, software, tools, methods, processes, data, technical information, and other materials;
- b) **"Confidential Information"** means all information or material that has or could have commercial value or other utility in the business in which the Parties are engaged, or in which third parties connected with the Program are engaged, regardless of its format and means of communication. Confidential Information does not include any information that is publicly available, or which becomes so, or any information which is provided to a Party by a third party without, to the best of such Party's knowledge, a duty of confidentiality. Nor shall it include aggregated data not identifiable to individual Participants. For clarity, any information shared by a Party that it designates as Confidential Information will be treated as such by the Parties in accordance with the terms and conditions of this Agreement;
- c) **"Intellectual Property"** includes all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which a Party creates, develops, or produces in connection with or arising from the performance of this Agreement; and
- d) **"Personal Information"** means any information about an identifiable individual, including but not limited to names, contact details, identification numbers, financial data, and any other information protected under applicable privacy legislation, including the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP) and the Canada Personal Information Protection and Electronic Documents Act (PIPEDA); and
- e) **"Project IP"** means all Intellectual Property created, developed, or produced by Clean Foundation in connection with or arising from the performance of the services under this Agreement. Project IP excludes all Background IP of either Party or a third party that is incorporated into, used in connection with, or necessary for the performance of said services.

3 PURPOSE

- 3.1 The purpose of this Agreement is to establish the framework under which Clean Foundation will receive and administer funds provided by the Town solely for activities described in a Scope of Work or further Amended Scope of Work entered into pursuant to this Agreement.

4 AGREEMENT DOCUMENTS

- 4.1 The following schedules are incorporated by reference and form integral parts of this Agreement:
- a) Schedule "A" (Letter of Intent);
 - b) Schedule "B" (Report to Town Council);
 - c) Schedule "C" (Scope of Work Template); and
 - d) Schedule "D" (Amended Scope of Work Template).
- 4.2 The Parties may, from time to time, agree in writing to a scope of work to govern the delivery of EBHU in substantially the form attached as Schedule C (the "**Scope of Work**"), and to any further amendments to such Scope of Work in substantially the form attached as Schedule D (the "**Amended Scope of Work**"). The Scope of Work and any Amended Scopes of Work:
- a) shall be incorporated by reference into this Agreement;
 - b) shall form part of this Agreement as of the date the Scope of Work or Amended Scope of Work is executed by both Parties; and
 - c) shall not require an amendment to this Agreement to be legally effective.
- 4.3 In case of conflict between any provision in the main body of this Agreement and a provision in an attached Schedule or in the Scope of Work or Amended Scope of Work, the provision in the main body of this Agreement shall take precedence, unless the Schedule, Scope of Work, or Amended Scope of Work expressly states that it supersedes a specific provision of this Agreement.

5 TERM

- 5.1 This Agreement comes into force when signed by the Parties on the Effective Date first written above and, except as otherwise provided in the clauses below, will expire on September 30, 2028 (the "**Term**").
- 5.2 The following clauses shall survive the expiration of this Agreement for an additional three

(3) years:

- a) Article 13 (Protection of Confidential and Personal Information);
- b) Article 14 (Intellectual Property);
- c) Article 15 (Limitation of Liability);
- d) Article 16 (Mutual Indemnification);
- e) Article 19 (Dispute Resolution);
- f) Article 20 (Default and Termination); and
- g) Article 21 (Notices).

6 NATURE OF RELATIONSHIP / NO TRUST

- 6.1 Unless expressly stated in the Scope of Work or Amended Scope of Work, the Parties acknowledge that:
- a) Clean Foundation is not acting as a trustee;
 - b) no fiduciary relationship is created beyond the obligation to apply funds in accordance with the Scope of Work or Amended Scope of Work; and
 - c) funds are not held in trust but are administered subject to contractual obligations set out herein.
- 6.2 Clean Foundation shall apply funds solely for the purposes set out in the Scope of Work and any further Amended Scope of Work in accordance with its standard financial controls, policies, and applicable laws.

7 ESTABLISHMENT AND HANDLING OF FUNDS

- 7.1 The Town shall transfer the Funds in a single lump sum amount of four hundred and ten thousand Canadian dollars (\$410,000 CAD) to Clean Foundation within five (5) business days following the Effective Date of this Agreement.
- 7.2 Clean Foundation shall:
- a) track funds through segregated accounting codes or cost centres;
 - b) maintain records consistent with generally accepted accounting principles applicable in Canada; and

c) provide financial reporting as specified in the applicable Scope of Work or further Amended Scope of Work.

7.3 For the Term of this Agreement, Clean Foundation shall invest the portion of the Funds that are not required for ninety (90) days following their receipt in short-term Canadian investment grade securities with a rating of AA or higher. Any investment income or gains must be reported by Clean Foundation to the Town and shall be added to the funds available for the Scopes of Work under this Agreement.

7.4 Any unexpended portion of the Funds remaining following reconciliation and final reporting shall be repaid by Clean Foundation within thirty (30) days following written confirmation of the amount owing.

8 SCOPE OF WORK

8.1 The Parties may, from time to time, negotiate and execute a written Scope of Work substantially in the form attached as Schedule C and signed by authorized representatives of both Parties.

8.2 Each Scope of Work shall specify:

- a) objectives;
- b) deliverables;
- c) performance targets and indicators;
- d) timelines and milestones;
- e) eligible expenditure categories and amounts;
- f) ownership and use of intellectual property;
- g) reporting requirements; and
- h) any special compliance conditions.

8.3 Clean Foundation shall have no obligation to commence activities or expend funds until the Scope of Work has been fully executed by the Parties.

9 AMENDED SCOPE OF WORK

9.1 No amendment to a Scope of Work shall be valid unless documented in a written Amended Scope of Work substantially in the form attached as Schedule D and signed by authorized representatives of both Parties.

- 9.2 An Amended Scope of Work may revise any of the elements listed in Section 8.2.
- 9.3 Any cumulative reallocation that exceeds ten per cent (10%) of the amount for an eligible expenditure category as originally approved in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work, shall require the creation of an Amended Scope of Work or additional Amended Scope of Work, as applicable.
- 9.4 Clean Foundation may, in its reasonable discretion, reallocate funds within an eligible expenditure category or between eligible expenditure categories set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work, provided that the cumulative amount reallocated from any one eligible expenditure category does not exceed ten per cent (10%) of that category's approved amount as set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work.
- 9.5 For the purposes of Sections 9.3 and 9.4, the cumulative reallocation shall be measured over the duration of the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work.
- 9.6 Email correspondence, meeting notes, or verbal direction shall not constitute an amendment to the Scope of Work unless expressly confirmed in an Amended Scope of Work.
- 9.7 An Amended Scope of Work shall not amend this Agreement unless it expressly states that it does so.

10 REPORTING AND RECORDS

- 10.1 Clean Foundation shall provide narrative and financial reporting as set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work.
- 10.2 The Town may request access to records relating solely to the applicable Scope of Work or Amended Scope of Work upon reasonable notice, during normal business hours.
- 10.3 Records shall be retained for three (3) years following the termination of the Agreement, unless otherwise required by law.

11 COVENANTS

- 11.1 Clean Foundation covenants that:
- a) it has all requisite capacity and authority to execute, deliver and perform its obligations under this Agreement;
 - b) this Agreement has been duly and validly executed and delivered by Clean Foundation and constitutes a legal, valid, and binding obligation of Clean Foundation enforceable

against it in accordance with its terms;

- c) to its knowledge, there is no matter, thing, or event, including without limitation, any litigation, proceeding, breach, default, or financial circumstance that would adversely affect Clean Foundation's ability to perform its obligations under this Agreement;
- d) it will furnish all labour, materials, products, tools, and other necessary components necessary to perform and provide the Services, unless otherwise provided herein;
- e) it shall diligently perform the Services and the components thereof in a proper and professional manner;
- f) it has the skills, expertise, and resources to carry out the Services and to comply, observe and perform the obligations to which it is subject in accordance with the terms of this Agreement;
- g) it shall comply with all applicable laws, ordinances, rules, regulations, codes, and orders which are or become in force during the Term in respect of the Services;
- h) it will execute or cause to be made, done and executed all further acts, deeds, assurances, agreements, instruments, or other documents as may be reasonably required to ensure fulfillment of the terms of this Agreement; and
- i) the Services shall be delivered and performed by individuals duly licensed and authorized by law, if applicable, to perform said undertakings.

12 EXCUSEABLE DELAY

- 12.1 Clean Foundation shall not be deemed to be in breach of its obligations under this Agreement where failure to perform or delay in performance of any obligation is due, wholly or in part, to causes beyond its reasonable control, including but not limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labour disputes, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of Clean Foundation, for so long as such force majeure event is in effect and for a reasonable period thereafter (an "**Excusable Delay Event**").
- 12.2 Clean Foundation shall notify the Town promptly of any Excusable Delay Event and shall take reasonable steps to minimize the impact of the failure or the delay and to resolve the event or occurrence that has given rise to the Excusable Delay Event in order to resume performance. The time for performing an obligation as a result of Excusable Delay Event shall be extended for the period lost, subject to the condition that the Term of this Agreement shall not be extended as a result of any Excusable Delay Event without the

prior written consent of the Parties.

- 12.3 Where Clean Foundation suffers an Excusable Delay Event it shall take, or cause to be taken, such action as may be necessary to void, or nullify, or otherwise to mitigate, in all material respects, the effects of such Excusable Delay Event. Clean Foundation shall take all reasonable steps to ensure normal performance under this Agreement, including the resumption of any disrupted obligations.
- 12.4 For certainty, in no case shall the failure or omission of Clean Foundation to carry out or observe any of the terms, provisions, or conditions of this Agreement or any negligent act or omission of Clean Foundation, or others for whom Clean Foundation is responsible, constitute an Excusable Delay Event or result in an extension of the time.

13 PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

- 13.1 The Parties each undertake not to use any Confidential Information or Personal Information disclosed by the other Party, or by any third parties, for any reason, without first obtaining the written agreement of the disclosing Party.
- 13.2 A receiving Party shall not, without prior written approval of the disclosing Party:
- a) use the Confidential Information or Personal Information for the receiving Party's own benefit; or
 - b) publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the disclosing Party, any Confidential Information or Personal Information.
- 13.3 The receiving Party shall carefully restrict access to Confidential Information and Personal Information to only those who have a need to know it and who have been specifically authorized to access such information.
- 13.4 The receiving Party agrees to protect all Confidential Information and Personal Information in accordance with applicable laws. Without limiting the generality of the foregoing, the receiving Party shall ensure that:
- a) no Personal Information or Confidential Information is transmitted, accessed, or stored outside of Canada;
 - b) it will implement appropriate administrative, technical, and physical safeguards to prevent unauthorized access, use, disclosure, or loss of information; and
 - c) any breach of these requirements constitutes a material breach of the agreement and may result in immediate termination of the Agreement.
- 13.5 Neither this Agreement nor the supply of any information grants the receiving Party any

license, interest or right in respect of any Intellectual Property rights of the disclosing Party.

- 13.6 The receiving Party will notify the disclosing Party promptly in writing of any loss or inability to account for the Confidential Information or Personal Information.
- 13.7 The receiving Party shall promptly return or, at the disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon the request of the disclosing Party.

14 INTELLECTUAL PROPERTY

- 14.1 Each Party retains all right, title, and interest in and to any Background IP owned or developed by that Party prior to the Effective Date of this Agreement or developed independently of this Agreement. For clarity, all Background IP remains the sole property of the Party or third party that owns or controls that Background IP, and nothing in this Agreement transfers or assigns any right, title, or interest in such Background IP except as expressly set out herein.
- 14.2 Unless otherwise expressly stated in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work:
 - a) Clean Foundation shall retain ownership of any Project IP created or developed in the course of administering funds under this Agreement; and
 - b) any beneficiaries designated in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work, shall have a non-exclusive, royalty-free license to use any reports or deliverables produced under the Scope of Work or Amended Scope of Work for non-commercial municipal purposes.
- 14.3 Neither Party will make use of the other Party's name, logo(s), or Intellectual Property in a manner that is disparaging to or that could otherwise harm the goodwill associated with a Party's brand.

15 LIMITATION OF LIABILITY

- 15.1 Notwithstanding any other provision of this Agreement, Clean Foundation's total liability to the Town for any and all claims, damages, losses, or expenses arising out of or in connection with this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the greater of:
 - a) the total value of the Funds transferred to Clean Foundation under this Agreement, up to the maximum amount specified in Section 7.1; or
 - b) the limits of the applicable insurance coverage.

The limitation of liability shall not apply in cases of gross negligence or wilful misconduct.

- 15.2 In no event shall Clean Foundation be liable to the Town for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits or revenues, even if Clean Foundation has been advised of the possibility of such damages.

16 MUTUAL INDEMNIFICATION

- 16.1 Each Party (the “**Indemnifying Party**”) shall indemnify and hold harmless the other Party, and its respective directors, elected officials, officers, employees, volunteers, partners, affiliates, agents, and representatives (the “**Indemnified Party**”), from and against any third-party claims, demands, losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising directly from:
- a) the negligence or willful misconduct of the Indemnifying Party, its employees, agents, or subcontractors in the performance of this Agreement;
 - b) a material breach of this Agreement by the Indemnifying Party.
- 16.2 The indemnification obligations set out in this Article are subject to the limitations of liability set out in Article 15.
- 16.3 Nothing in this Agreement expands Clean Foundation’s liability beyond contractual obligations expressly stated herein.

17 INSURANCE

- 17.1 Clean Foundation shall, at its sole cost and expense, procure, maintain, pay for and keep in full force and effect for the entire Agreement Term:
- a) Commercial General Liability Insurance for a limit of no less than five million Canadian dollars (\$5,000,000) per occurrence. Coverage shall include but not be limited to bodily injury, personal injury, property damage, contractual liability and contain a cross liability & severability of insured clause. The Town shall be named as an additional insured but only with respect to the negligence of Clean Foundation;
 - b) in addition to a) above, the Commercial General Liability policy shall also include the following:
 - i. written on an occurrence form;
 - ii. Products & Completed Operations;
 - iii. Hostile Fire;
 - iv. Broad Form Property Damage;
 - v. Contingent Employer’s Liability; and
 - vi. Non-Owned Automobile Liability;

- c) Professional Liability (Errors and Omissions) insurance for a limit of no less than two million Canadian dollars (\$2,000,000) per claim providing coverage for acts, errors and omissions arising from the rendering or failing to render their professional services performed under this Agreement. Upon the completion and/or termination of the contract, the policy shall remain in force for twenty-four (24) months; and
- d) Cyber and Network Security Liability Insurance with limits not less than one million Canadian dollars (\$1,000,000) per claim, including coverage for:
 - i. liability, including costs from investigation, forensic auditing, notification, regulatory, and credit monitoring services, arising from any actual and/or alleged theft, and/or dissemination, and/or use of confidential information and/or personally identifiable information (a defined term including, but not limited to, bank account and credit card account information and personal information, such as name, address, social insurance numbers, etc.) stored or transmitted in electronic and/or paper and/or other form;
 - ii. network security liability arising from any actual or alleged, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to the Contractor's communications and data storage systems, as well as any associated data systems, including denial of service; and
 - iii. liability, including costs from investigations, forensic auditing, notification, regulatory, restoration, business interruption, bricking, arising from any actual and/or alleged introduction of a computer virus into, and/or otherwise causing damage to, the Town's or any third party computer, computer system, network, electronic equipment, or similar computer and/or electronic related property and the data, software, and programs thereon.

17.2 The following general conditions shall apply to Sub-sections 17.1 a) through d) above:

- a) all policies shall be with insurers licensed to underwrite insurance in the Province of Nova Scotia;
- b) prior to execution of an agreement and within five (5) business days upon the placement, renewal, amendment, or extension of all or any part of the insurance, Clean Foundation shall promptly provide the Town with a certificate of insurance confirming coverage;
- c) all deductibles shall be the sole responsibility of Clean Foundation; and
- d) all policies shall be endorsed to provide the Town with not less than thirty (30) days' written notice of cancellation or material change detrimental to the Town.

18 WORKERS COMPENSATION

- 18.1 Clean Foundation represents and warrants that it is, and will remain for the duration of this Agreement, in good standing with the Workers' Compensation Board of Nova Scotia with respect to all employees engaged in delivering the services under the Scope of Work or Amended Scope of Work.

19 DISPUTE RESOLUTION

- 19.1 In the event of a dispute in connection with this Agreement, a senior officer of Clean Foundation and the Chief Administrative Officer of the Town or their delegate shall promptly meet to discuss and attempt to resolve the dispute and the Parties shall have ten (10) days to resolve the dispute (or five (5) days if either Party notifies the other Party that the matter requires urgent resolution). Notwithstanding the foregoing, either Party may at any time seek such remedies as may be available at law.
- 19.2 Notwithstanding any dispute, Clean Foundation shall diligently carry out the services detailed in a Scope of Work or Amended Scope of Work, and shall not suspend, impair, interfere with, restrict, or discourage the prompt completion of any portion of such services.

20 DEFAULT AND TERMINATION

- 20.1 Either Party may terminate this Agreement, in whole or in part, without cause upon providing thirty (30) days' prior written notice to the other Party. During the notice period, Clean Foundation shall continue to perform the services set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work, unless otherwise directed in writing by the Town. Upon termination without cause:
- a) Clean Foundation shall be entitled to payment for all eligible costs reasonably and properly incurred up to the effective date of termination;
 - b) Clean Foundation shall be entitled to reimbursement of any non-cancellable commitments entered into in good faith in connection with the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work;
 - c) Clean Foundation shall take reasonable steps to wind down the services set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work, in an orderly manner; and
 - d) any unexpended Funds remaining following reconciliation shall be returned to the Town in accordance with Section 7.4.
- 20.2 Neither Party shall be entitled to compensation for consequential, indirect, or punitive damages arising from termination without cause.

20.3 Clean Foundation shall be in default of its obligations under this Agreement if (each a **"Clean Foundation Event of Default"**):

- a) it is in breach of any material term or condition of this Agreement, which breach is not cured by Clean Foundation within thirty (30) days after written notice from the Town;
- b) it abandons the services or any substantial part thereof as set out in the Scope of Work, or as subsequently revised in an applicable Amended Scope of Work;
- c) it assigns this Agreement other than as permitted by the terms of this Agreement;
- d) an event occurs which expressly entitles the Town to terminate this Agreement under any other Article of this Agreement;
- e) any representation or warranty made by Clean Foundation shall prove to be untrue when made in any material respect;
- f) a petition in bankruptcy is filed with respect to Clean Foundation; or
- g) any proceeding is commenced under any bankruptcy or insolvency legislation or under any other federal or provincial law relating to insolvency or bankruptcy, the adjudication of Clean Foundation as a bankrupt, the appointment by any competent court having jurisdiction of a temporary or permanent receiver, trustee or other officer having similar powers over Clean Foundation its business or assets, or the making of any assignment by Clean Foundation for the benefit of its creditors.

20.4 The Town shall be in default of its obligations under this Agreement if it is in breach of any material term or condition of this Agreement, which breach is not cured by the Town within thirty (30) days after written notice from Clean Foundation (**"Town Event of Default"**).

20.5 Upon the occurrence of an Event of Default by either Party that is not cured within the applicable cure period set out in this Agreement, the non-defaulting Party may terminate this Agreement immediately upon written notice.

20.6 The right of either Party to terminate this Agreement shall be in addition to any other rights and remedies available pursuant to this Agreement, at law or in equity. All rights and remedies of a party upon default or breach by the other Party under this Agreement shall be cumulative and not alternative.

21 NOTICES

21.1 All notices to be given to either Party under this Agreement shall be written and addressed as follows:

To Clean Foundation:

Clean Foundation Nova Scotia Foundation
90 Alderney Drive
Dartmouth, NS, B2Y 4S8

Attention: Rob Harris, Vice President
Email: rharris@cleanfoundation.ca

To the Town:

Town of Bridgewater
60 Pleasant St, Bridgewater, NS, B4V 3X9

Attention: Tammy Crowder, CAO
Email: Tammy.Crowder@Bridgewater.ca

- 21.2 All notices may be sent by email, a courier service, first class mail or hand delivered. Notice shall be given when received by the addressee on a business day.
- 21.3 Either Party may modify its address for notices by advance written notice to the other Party.

22 STANDARDS OF BUSINESS CONDUCT

- 22.1 Clean Foundation shall exercise reasonable care and diligence in the performance of its obligations hereunder to prevent any actions which could result in a conflict with the best interests of EBHU. This obligation shall apply to the activities of Clean Foundation, its employees, subcontractors, sub-suppliers, agents and representatives.
- 22.2 The Town shall provide information or evidence, where reasonably required by Clean Foundation, to properly address matters which the Town, in its sole discretion, deems contrary to appropriate business standards.

23 ASSIGNMENT

- 23.1 Clean Foundation will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Town.

24 GENERAL

- 24.1 This Agreement shall only be renewed with the written consent of both Parties, for a subsequent term to be determined by the Parties.
- 24.2 This Agreement shall extend to, be binding upon, and ensure to the benefit of the respective successors and permitted assigns of the Parties hereto.

- 24.3 Clean Foundation will be an independent contractor. Except where required in the Agreement or directed by the Town, Clean Foundation shall not act as an agent for the Town, bind the Town to any obligation with a third party, nor hold itself out as having authority to bind or obligate the Town. None of the persons engaged by Clean Foundation or any of its contractors in the performance of the services under this Agreement will be considered employees of the Town.
- 24.4 This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted, in accordance with the laws of the Province of Nova Scotia and the laws of Canada, as applicable therein. In other case where the parties bring a matter in respect of this Agreement before a court, the Parties irrevocably attorn to the jurisdiction of the Supreme Court of Nova Scotia.
- 24.5 No consent or waiver, express or implied, by any party to this Agreement of any breach or default by any other Party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such Party's performance.
- 24.6 Time shall be of the essence for purposes of this Agreement.
- 24.7 This Agreement is the entire agreement between the Parties with respect to the subject matter hereto and shall not be modified, varied or amended except by an instrument in writing signed by the Parties.
- 24.8 Should any provision of the Agreement be declared by a judicial or other competent authority to be unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 24.9 The Parties acknowledge that this Agreement and all related documents shall be in English.
- 24.10 This Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Agreement shall be the same as the delivery of an original.

[Remainder of page intentionally left blank]

IN WITNESS THEREOF, the Parties have duly executed this Agreement, in duplicate, as of the date set forth above.

March 30, 2026
Date

**THE CLEAN FOUNDATION NOVA SCOTIA
FOUNDATION**

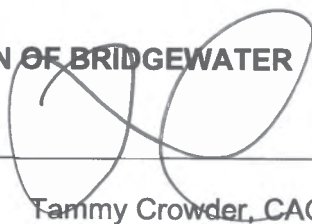


Per: Scott Skinner, President & CEO

I have authority to bind the organization

March 31, 2026
Date

TOWN OF BRIDGEWATER



Per: Tammy Crowder, CAO

I have authority to bind the organization

SCHEDULE “A” – LETTER OF INTENT

[to be inserted]

To:
Leon de Vreede
Town of Bridgewater

Clean Foundation
126 Portland St.
Dartmouth, NS, B2Y 1H8
P. 902-420-3474

February 18th, 2026

Subject: Letter of Intent – Administration and Stewardship of EBHU Related Funding

Dear Leon,

Clean Foundation (Clean) is pleased to provide this Letter of Intent to the Town of Bridgewater (TOB) expressing our mutual intention to explore an arrangement under which Clean Foundation may support the administration of funds currently available in support of the Energize Bridgewater Home Upgrades (EBHU) initiative, and to continue delivering technical and navigation services, as appropriate, in partnership with the TOB and the Municipality of the District of Lunenburg (MODL).

This LOI is intended to solely outline the parties' current intentions and does not create any legally binding obligations. Any future arrangement will be subject to the negotiation and execution of a separate formal written agreement approved by both parties.

The parties anticipate that Clean Foundation may receive and administer certain municipal funds in support of EBHU, subject to further discussion and a formal agreement. Any funds administered by Clean Foundation would be used solely for the purposes agreed upon in writing between the parties.

The scope of services, if any, and any applicable fees would be determined and documented in a separate agreement, no administrative fees will be charged until such time as both parties have executed a separate agreement.

Clean confirms that our organization shall invest funds held as part of this agreement that are not required for ninety days following receipt in short-term Canadian investment grade securities with a rating of AA or higher. Any investment income or gains shall be reported to the TOB and shall be added to the funds held under this arrangement. Any interest accrued will be reported appropriately and added to the funds available for EBHU use, thereby increasing the total resources available to Bridgewater residents.

Clean acknowledges that the Town of Bridgewater will direct the future use of these funds, taking into consideration Clean's guidance as a partner in service delivery. These funds may be used to support the regionalization of the EBHU service. Clean understands that these funds support the vision of the EBHU initiative, and shall be leveraged to ensure the integrity of the EBHU model and continued access to comprehensive retrofits for residents experiencing, or at risk of, energy poverty. This may include future fund use cases that include supplemental incentives to existing programs, TOB specific subsidies, coverage intended to bridge capital upgrade gaps, navigation and support services for TOB residents, and other activities that align with the intent of the EBHU model and are approved by the TOB.

A handwritten signature in blue ink, consisting of stylized, overlapping loops.

March 31, 2026

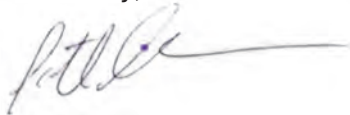
Beyond the scope of this LOI, Clean confirms our organization's willingness to continue providing navigation services for Bridgewater clients under the current hourly billing arrangement. This supports:

- Continuity during the transition to a municipally based on-site navigator
- Facilitate the transfer of knowledge to the new navigator, and
- Provide ongoing technical support following the transition, as required.

Upon successful transition of navigation services to the municipal navigator, and once the full scope of remaining technical service requirements for Clean has been determined, Clean will reassess our hourly billing rate and estimated capacity requirement. Changes to this arrangement will be made in consultation with TOB and MODL.

Clean values its partnership with the Town of Bridgewater and remains committed to reducing energy poverty and delivering measurable greenhouse gas emission reductions through energy retrofits. We appreciate this opportunity to confirm Clean and TOB's continued partnership on shared objectives.

Sincerely,

A handwritten signature in blue ink, appearing to read "Scott Skinner", with a long horizontal flourish extending to the right.

Scott Skinner
President and CEO
Clean Foundation

Handwritten initials "SS" in blue ink, consisting of two stylized, overlapping 'S' shapes.

March 31, 2026

E. sskinner@cleanfoundation.ca

SCHEDULE "B" – REPORT TO TOWN COUNCIL

[to be inserted]



Document #25-005D	
Approval AS for MF	
Date: 19 Feb 26	
COPIES TO:	
Council	x
Discussion Session	
Agenda	23 Feb 26
Committee	
Other	

REQUEST FOR COUNCIL DECISION	
SUBMITTED BY:	Mark Flint, Acting CAO
PREPARED BY:	Leon de Vreede, Senior Policy & Program Planner
DATE:	February 23, 2026
SUBJECT:	Transfer of Remaining Smart Cities Challenge Funds to Support Program Continuation

ORIGIN

This report follows Council Motion #25-112 from May 12, 2025, and subsequent directions provided on September 22 and December 8, 2025. On December 8, Council approved Motion #25-232 to authorize “the Chief Administrative Officer (CAO) to negotiate a formal shared services/ cost-sharing agreement with the Municipality of the District of Lunenburg (MODL) for the regional continuation of the Energize Bridgewater Home Upgrades (EBHU) program.”

RECOMMENDATION

That Council authorizes the Acting CAO to negotiate and enter an agreement with the Clean Foundation to hold in trust any remaining Smart Cities Challenge funds.

BACKGROUND

The Energize Bridgewater program, established under the Smart Cities Challenge, is working to complete the transfer of its program innovations and services to regional partnerships. These include the successful **EBHU Navigation Service** (*part of the Energize Bridgewater Home Upgrades program or EBHU*), which provides vital support connecting residents to home efficiency programs in partnership with Efficiency Nova Scotia and the Clean Foundation. Project staff is planning to establish the regionalized service by September 2026.

The Smart Cities Challenge funders have agreed to work with the Town to maximize its use of the available funds and to complete its program transfer and regionalization activities by granting the Town a 6-month extension, until September 30, 2026. \$299,000 may be spent on transfer and regionalization activities in FY2026/27, including maintaining one full time staff position to coordinate transfer activities, while the remainder may be transferred to one or more existing partner organizations in the current fiscal year for the purpose of supporting ongoing programming and services. Partner organizations would be permitted to hold these funds in trust for the purpose of continuing the EBHU program. The Town will be required to submit one additional Milestone Report (Milestone 15) in September 2026 to claim its final disbursement.

Current status of relationship with core program delivery partners:

- **MODL:** negotiation of EBHU Navigation Service contract is underway.
- **Efficiency Nova Scotia:** agrees to work with the Town and MODL to set up a regional EBHU program. Has proposed a six-month extension to the current Partnership Agreement to ensure program continuity for Bridgewater residents while the Navigation Service is being set up by MODL.

March 31, 2026

- **Clean Foundation:** submitted a proposal to the Town to hold remaining Energize Bridgewater funds in trust, for the purpose of extending its programming (see attached *Letter of Intent*). Willing to maintain existing services to ensure program continuity for Bridgewater residents while the Navigation Service is being set up by MODL. No contract amendment needed.
- **NSCC:** indicated its willingness to receive the intellectual property (IP) and hardware for the Bridgewise technology to continue development and testing of its services, pending NSCC's ability to successfully secure funding for this initiative.

DISCUSSION

Despite the delay in completing program transfer and regionalization activities by March 31st, the willingness of the project funders and partners to continue working together to achieve these objectives by September 30th offers a significant benefit to the Town and its residents. The following actions are currently planned:

- March 2026 - \$299,000 will be included in the draft FY2026/27 budget to support service transfer and reporting requirements.
- May 2026 - Navigation services agreement finalized with MODL.
- May 2026 - Bridgewise IP and hardware successfully transferred to NSCC or archived.
- July 2026 - Clean Foundation trust fund agreement finalized.
- April - September 2026 – Energize Bridgewater Project Coordinator continues for six more months to facilitate EBHU transition and the completion of the remaining funded activities.

IMPLICATIONS

Financial

Transfer of remaining Smart Cities Challenge funds to a trust account held by the Clean Foundation is permitted by the funder and can be done in a manner that meets the Town's financial accountabilities. The use of these funds will be governed by an agreement that will ensure that the Town retains adequate control and oversight over the use of these funds.

The successful use of the full remaining Smart Cities Challenge funds will enable the Town to complete its required activities under the funding agreement, as well as achieve program transfer and regionalization. It will also enable the EBHU program to continue offering services to Bridgewater residents for at least two years. There is no net cost to the Town for these initiatives.

Strategic Plan

Continues to align with Council's strategic priority of poverty reduction.

Legal

Formalizing the trust fund services through Clean Foundation will require legal review. Extension of existing contracts with Efficiency Nova Scotia and Clean Foundation will not require legal review.

Workload

Extension of the Project Coordinator position by six months will permit the Town to have the necessary human resources to complete the required funded work by September 30, 2026.

Accessibility/EDI

The continuation of the EBHU program ensures that energy poverty support remains accessible to lower-income and equity-deserving populations within Region.

March 31, 2026

OPTIONS

1. Direct the CAO to negotiate a trust fund agreement with the Clean Foundation to hold remaining Smart Cities Challenge funds for the purpose of program continuation.
2. Direct the CAO to not pursue this course of action, and return unspent funds to the Smart Cities Challenge.

COMMUNICATONS

Public communications will promote the continuity of program services and raise awareness about any changes to the delivery of EBHU services.

ATTACHMENTS

- *Letter of Intent – Administration and Stewardship of EBHU Related Funding*, Clean Foundation, dated February 18, 2026

A handwritten signature consisting of two stylized, overlapping 'S' characters in blue ink.

March 31, 2026

SCHEDULE “C” – SCOPE OF WORK TEMPLATE

1. OBJECTIVES

2. DELIVERABLES

3. PERFORMANCE TARGETS AND INDICATORS

4. TIMELINES AND MILESTONES

5. ELIGIBLE EXPENDITURE CATEGORIES AND AMOUNTS

- Project Delivery
- Subcontracted Services
- Overhead

6. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

The Scope of Work should specify:

- Ownership of newly created materials.
- License rights (who can reuse what).
- Whether materials may be shared publicly.
- Whether branding rights are included.

6.1. All reports and deliverables funded under this Scope of Work shall be owned by Clean Foundation. Recipient is granted a perpetual, non-exclusive, royalty-free license to use such deliverables for municipal, non-commercial purposes.

7. REPORTING

8. SPECIAL CONDITIONS

9. AUTHORIZED SIGNATURES

THE CLEAN FOUNDATION NOVA SCOTIA FOUNDATION

Per: Scott Skinner, President & CEO

Date

I have authority to bind the organization

TOWN OF BRIDGEWATER

Per: Tammy Crowder, CAO

Date

I have authority to bind the organization

SCHEDULE “D” – AMENDED SCOPE OF WORK TEMPLATE

SCOPE AMENDMENT NO. [#]

This Amended Scope of Work is made effective as of the date it is executed by both Parties and amends the Scope of Work dated **[Original SOW Date]** (the “**Original Scope of Work**”) entered into pursuant to the Funding Administration Agreement dated **[FAA Date]** between Clean Nova Scotia Foundation and the Town of Bridgewater (the “**Agreement**”).

1. AMENDMENTS TO ORIGINAL SCOPE OF WORK

1.1. The Original Scope of Work is amended as follows:

- a) Section [X] is deleted and replaced with the following:
- b) Section [X] is deleted and replaced with the following:
- c) Etc.

2. NO OTHER CHANGES

2.1. Except as expressly amended herein, all other terms and conditions of the Original Scope of Work remain unchanged and in full force and effect.