



PACE Customer Agreement

Municipality of the District of Yarmouth

- c. **"CAO"** means the Chief Administrative Officer for the Municipality, or his or her designate;
- d. **"Clean Energy Financing Program" or "Program"** means a program established by the Municipality under which owners of Properties may obtain financing for Clean Energy Upgrades;
- e. **"Clean Energy Upgrade"** means an installation that is affixed to the Property and which:
 - i. will result in improved energy efficiency, the generation of renewable energy, or reduced greenhouse gas emissions;
 - ii. involves building envelope upgrades such as caulking and weather stripping, duct / air sealing, insulating, or energy efficient windows and doors; building heating, ventilation and air conditioning system upgrades such as heat pumps, wood or pellet stoves, or furnaces or boilers; renewable energy upgrades such as solar thermal panels, solar photovoltaic panels, or wind turbines; or such other clean energy upgrades as are approved and agreed in writing by the Municipality; and
 - iii. is identified as an eligible upgrade in the Municipality's PACE Program Clean Energy Upgrade Standards Policy, and meets or exceeds applicable energy efficiency standards as defined in that Policy;
- f. **"Enabling upgrade"** means a non-clean energy upgrade that is necessary to enable a clean energy upgrade;
- g. **"Contractor"** means an insured person retained by the Property Owner(s) to complete the Clean Energy Upgrades;
- h. **"Manager of Finance"** means the Manager of Finance for the Municipality, or his or her designate;
- i. **"Effective Date"** means the date on which Final PACE Customer Agreement is signed;
- j. **"PACE Charge"** means the local improvement charge levied on the property pursuant to section 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the Approved eligible upgrade(s) plus the Program Service Fee, up to the Maximum Eligible Amount;
- k. **"Maximum Eligible Amount"** means a general financing cap set by the municipality. The District of Yarmouth's Maximum Eligible Amount is \$15,000.00;
- l. **"PACE By-Law"** means the Property Assessed Clean Energy Program By-Law, approved by the Municipality on October 24, 2018;
- m. **"Program Administrator"** means The Clean Nova Scotia Foundation, and includes its employees and agents;
- n. **"Repayment Period"** means the period from the date the Financing Charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than ten (10) years; and
- o. **"Property"** means a residential property located within the Municipality that meets the eligibility criteria for participation in the Clean Energy Financing Program.



Term of Agreement

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

Clean Energy Upgrades

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

Payment to Contractor

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



Reportable Deficiencies

11. If the Program Administrator or the Municipality discovers any deficiencies with the Property relative to compliance with codes, standards, or other applicable regulations, the Property Owner(s) acknowledges that the Program Administrator and/or the Municipality shall be obligated to report such deficiencies to the applicable regulatory authority. The Municipality's failure to discover or report any such deficiency will not be treated by the Property Owner or any other person or entity as the Municipality's acceptance or endorsement of such deficiency and is without prejudice to any person or entity's right or duty to cause or require the deficiency to be remedied, at any time.

Lien Against Property

12. The PACE charge shall become payable on completion of installation of the Clean Energy Upgrade in accordance with the PACE Customer Agreement.
13. If the Property Owner exits the program without completing the intended Clean Energy Upgrades, any incurred Program Service Fees and/or Clean Energy Upgrade costs will immediately be issued as a PACE Charge against the Property in accordance with Sections 12 and 14. Program exit is automatically triggered in four ways:
 - a. the Program Administrator receives a signed "Clean Energy Financing Program Exit Form" from the Property Owner(s);
 - b. the Property Owner(s) declares bankruptcy;
 - i. In this situation, the Municipality may decide, at the sole discretion of the Manager of Finance, not to trigger an automatic program exit and allow the Property Owner to complete all or part of their remaining intended Clean Energy Upgrades, as well as to revise the deadline for the submission of any remaining Clean Energy Upgrade invoices
 - c. the Property is sold before completion of upgrades;
 - d. six (6) months from the date this PACE Customer Agreement is signed, unless an extension has been granted by the Municipality as described in Section 8, in which case the extended deadline date will be date of program exit.
14. The PACE Charge may consist of:
 - a. The cost of Clean Energy Upgrade, including all materials, labour costs, permitting fees, and applicable taxes;
 - b. Applicable PACE Program service fees (tax included in quoted fee);
 - i. Registration and Customer Agreement: **\$150**
 - ii. Home Energy Assessment: **\$99** for homes of all heating types.
 - iii. Savings-to-debt assessment: **\$200**
 - iv. Administering invoices: **\$100**
 - v. Evaluation of Supplemental Assessment (when applicable): **\$75**



PACE Customer Agreement

Municipality of the District of Yarmouth

1. Any contractor costs associated with the Supplemental Assessment must be paid by the Property Owner
- vi. Post-retrofit Home Energy Assessment (optional): **Free** (included in the \$99 Home Energy Assessment fee). The post-retrofit assessment is recommended to verify quality of upgrades but is not a requirement.
- c. Interest accrued on the charge including any additional interest arising due to any default of payment. Interest begins accruing when final invoice is received by Clean Foundation, or upon program exit.

Repayment

15. Payment of the PACE Charge shall occur as follows:

- a. The Property Owner(s) will make equal payments over a period of not more than 10 years to repay the outstanding PACE Charge, including interest payable on the unpaid PACE charge. The interest rate will be _____% per annum (based on the Municipality's cost to borrow plus 1%) for the first 5 years. At the end of the first five years of the financing period, the administrative charge will be adjusted based on the Municipality's cost to borrow at that time plus 1%.
- b. Monthly payments must be made through pre-arranged electronic payments. The payment schedule will be made available through the municipality.
- c. Interest will begin accruing when the final clean energy upgrade is received by Clean, or upon program exit.

16. The Property Owner may at any time, and without prepayment and/or penalty charges, make a lump-sum payment to the Municipality toward the outstanding balance of the PACE Charge, plus accrued interest.

Late Payments

17. In the event of default of payment under the PACE Customer Agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default (18%). Once in default status, the lien will be subject to the default rate until entirely repaid.

Sale and Release

18. The Property Owner(s) shall have the unfettered right to sell, transfer, charge, and mortgage, encumber or otherwise deal with the Property without the prior consent of the Municipality, subject to the Municipality's lien and Property's Owner's obligations under this Agreement.
19. The Property Owner(s) agrees to provide a copy of this Agreement to the new owners.
20. In the event the Property is transferred to a new owner the lien is transferred to the new owner along with the property. At this time, the new property owner shall continue to be liable to the Municipality for all Property Owner obligations and liabilities under this Agreement unless a lump



PACE Customer Agreement

Municipality of the District of Yarmouth

sum payment representing the outstanding balance of the PACE Charge plus accrued interest and any applicable late charges is received by the Municipality at the time of the sale.

Home Owner(s) initial _____

Disclaimer

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

Property Owner Responsibilities

22. The Property Owner(s) will be responsible for:
- a. arranging for a Home Energy Assessment to be completed on the Property if:
 - i. one has not been completed within the prior twelve (12) months; or
 - ii. where a Home Energy Assessment was completed within the prior twelve (12) months but the Property Owner(s) has made changes to the Property since the date of the assessment that, in the opinion of the Program Administrator, necessitate that a new Home Energy Assessment be conducted;
 - b. providing complete and accurate information to the assessor during the Home Energy Assessment;
 - c. reviewing and approving the proposed Clean Energy Upgrades provided by the Program Administrator;
 - d. obtaining quotes from Contractors for the proposed Clean Energy Upgrades and submitting these quotes to the Program Administrator;
 - e. applying to the relevant government authority for the appropriate permit(s) to complete the Clean Energy Upgrades;
 - f. advising the Program Administrator without delay upon becoming aware if there are any hazardous substances at or on the Property, or other defects, deficiencies or impediments that might impact the installation of the Clean Energy Upgrades or that might present potential risk of harm to the Property, to the environment, or to any other person or property;
 - g. forwarding the Contractor invoices for the completed Clean Energy Upgrades immediately upon their receipt;
 - h. arranging for a post-upgrade Home Energy Assessment to be completed on the Property;
 - i. arranging and paying for all maintenance of the Clean Energy Upgrades after installation;
 - j. arranging and paying for any materials or labour costs required to repair or rehabilitate the Clean Energy Upgrades in relation to any defects or deficiencies;
 - k. all costs incurred to move the Clean Energy Upgrade for maintenance and repair of the Property;



PACE Customer Agreement

Municipality of the District of Yarmouth

- l. telling his or her property insurance provider that the Clean Energy Upgrade is being installed and purchasing appropriate insurance coverage in this regard;
- m. telling, in writing, anyone who is negotiating with the Property Owner(s) to purchase, or will otherwise receive an ownership interest in the Property, about any unexpired lien that remains against the Property as a result of the installation of the Clean Energy Upgrades; and
- n. providing anyone who purchases or otherwise acquires title to the Property a copy of this Financing Agreement.

Assignment by Municipality

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

Consent

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

No Warranty

- 28. There is no implied nor express representation or warranty by the Municipality, the Program Administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the Clean Energy Upgrades, and the Municipality, the Program Administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warranties relating to the Clean Energy Upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance. For greater certainty, nothing in this Agreement, in related Property Assessed Clean Energy (PACE) Program By-law, nor any action, omission or decision by the Municipality in connection with either, shall be treated as any form of



PACE Customer Agreement

Municipality of the District of Yarmouth

evidence or acceptance by the Municipality of any liability to the Property Owner or a third person for any losses directly or indirectly arising from the Clean Energy Upgrades or work, materials or service provided in connection thereto.

Home Owner(s) initial _____

No Guarantee of Savings

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

Home Owner(s) initial _____

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

Authorized Signature of Property Owner(s)

1. By signing below, the Property Owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he or she is a registered property owner.
2. In signing this Agreement, the Property Owner acknowledges that he or she has been encouraged, and had a full and fair opportunity to obtain independent legal advice concerning his or her rights and obligations hereunder and other wise in law, and that his or her signature will be treated as conclusive evidence that the Property Owner has sought out independent advice to his or her own satisfaction, prior to signing and is entering this Agreement knowingly, voluntarily and without duress.
3. By sending the Program Administrator an eligible upgrade invoice the Property Owner(s) is confirming the upgrade is complete and the invoice dollar amount will be added to the PACE charge amount which includes PACE Program Service Fee, Supplemental Assessment Fee(s) if applicable, and any previously completed clean energy upgrade invoices.
4. If eligible Clean Energy Upgrade dollar amount (plus Program Service Fee and Supplemental Assessment Fees) surpasses the maximum financing limit, the surplus dollar amount is the sole responsibility of the Property Owner(s). The Clean Energy Upgrade dollar amount will be calculated based on the order in which eligible clean energy upgrade invoices are received by the Program Administrator. The Property Owner is responsible for making contractors aware that any invoice fee that exceeds the maximum financing limit will be the responsibility of the Property Owner.



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

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

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

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

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

Please mail or email the completed Financing Agreement to:

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