

1. CALL TO ORDER**1.1 O' Canada**

Warden Al Gillis called the July 3, 2019 Council session of the Municipality of the County of Cumberland to Order at 6:00 p.m. The meeting was held in the council chambers of the E.D. Fullerton Municipal Building, Upper Nappan. O'Canada was sung.

1.2 Roll Call

Municipal Clerk, Brenda Moore, called the roll with the following Councillors present: Councillor Paul Porter, Deputy Warden Joe Van Vulpen, Warden Allison Gillis, Councillor Lynne Welton, Councillor Barbara Palmer, Councillor Ernie Gilbert, Councillor Mike McLellan, Councillor Don Fletcher, Councillor Maryanne Jackson and Councillor Norman Rafuse.

Absent: Councillor Dan Rector, Councillor Doug Williams, Councillor Marlon Chase.

Staff present: Rennie Bugley, Chief Administrative Officer; Andrew MacDonald, Director of Finance; Amanda MacLeod, Sustainable Communities Marketing Officer; Eric Levy, Manager of Organizational Development & Innovation; and Brenda Moore, Municipal Clerk who recorded the meeting.

2. ADMINISTRATIVE AND PROCEDURAL ISSUES**2.1 Approval of Agenda**

The agenda was approved with the following changes and additions:

Change:	4.1	moved to 7.4 Information Item
Additions:	6.9	July and August Council Meeting Dates
	6.10	Correspondence
	7.5	Cumberland Bursary Recipients

2.2 Approval of Minutes of June 5, June 13, & June 19, 2019 Council meetings.

IT WAS MOVED by Councillor Fletcher seconded by Councillor Gilbert to approve the minutes of the June 5th Council meeting.

MOTION CARRIED

IT WAS MOVED by Councillor Palmer seconded by Deputy Warden van Vulpen to approve the minutes of the June 13th Council meeting.

MOTION CARRIED

IT WAS MOVED by Councillor Fletcher seconded by Councillor Palmer to approve the minutes of the June 19th Council meeting.

MOTION CARRIED

2.3 Action List(s) from June 5, 13, and 19, 2019 Council meetings.

The Actions lists were reviewed, and Council was brought up to date on the items.

2.4 Delegations, Presentations, Petitions

There are no presentations or petitions for this meeting.

2.5 Public Hearing

- i) Dangerous and Unsightly Premise
13059 Hwy 6, Wallace Bridge, N.S.
AAN #01395823, PID 25169954

Warden Gillis called the Public Hearing to order at 6:15 p.m. Ron Moore, Administrator of Dangerous or Unsightly Premises for the Municipality provided a report and photos of this property in a power point presentation.

Warden Gillis called for questions from the property owner, representatives of the property owner or Council. Hearing none, Warden Gillis closed the hearing at 6:16 p.m.

IT WAS MOVED by Councillor Welton seconded by Councillor Fletcher to order the demolition of the structure and removal of all debris from property at 13059 Hwy 6, Wallace Bridge, N.S., AAN #01395823, PID 25169954 to an approved facility by July 24, 2019.

MOTION CARRIED

3. STRATEGIC PRIORITIES ISSUES

3.1 Parrsboro Facilities Review

This report will be included on future meeting(s) agendas for Council's discussions and actions.

IT WAS MOVED by Councillor Fletcher seconded by Councillor Welton to release the Final Report Parrsboro Facilities Review to the public.

MOTION CARRIED

4. MAJOR ORGANIZATIONAL ISSUES

4.1 Recycling Options Review

This item was moved to 7.4 as an information item.

4.2 Solar Photovoltaic System Design and Installation – Dr Carson and Marion Murray Community Centre

IT WAS MOVED by Councillor Jackson seconded by Councillor Welton to approve Agreement and Proposal from Thermodynamics. (see appendix A)

MOTION CARRIED

4.3 Solar Photovoltaic System Design and Installation – FORCE Visitor Centre

Council had discussed this project at the request of FORCE. They had requested that Council manage the design and installation, provide the financing and retain the revenue from the sale of revenue to NS Power.

IT WAS MOVED by Councillor Fletcher seconded by Councillor Rafuse to approve an increase in the 2019/2020 Capital Budget in the amount of \$92,138 for the Solar Photovoltaic System Design and installation on the FORCE Visitor Centre to be funded from Gas Tax

MOTION CARRIED

5. ORGANIZATIONAL POLICY/BY-LAW ISSUES

5.1 Pace By-Law

IT WAS MOVED by Councillor Gilbert seconded by Councillor Jackson to approve first reading of the PACE By-Law.

Municipality of Cumberland By-Law 19-XX
The Property Assessed Clean Energy By-Law

TITLE

1. This By-law shall be known as "The Property Assessed Clean Energy Program" Bylaw.

PURPOSE

2. The purpose of this By-law is to enable financing of energy efficiency upgrades to qualifying residential properties within the Municipality.

DEFINITIONS

3. In this Bylaw:

- (a) "Chief Administrative Officer" means the Chief Administrative Officer of the Municipality;

- (b) "Director of Finance" means the Director of Finance of the Municipality;
- (c) "Energy Efficiency Upgrade" means an installation that is permanently affixed to the property and which:
 - i. Will result in improved energy efficiency and substantially reduced energy use;
 - ii. Meets or exceeds applicable energy efficiency standards established or approved by the Municipality; and
 - iii. Involves central ducted or ductless heat pumps or solar panels meeting specifications or having ENERGY STAR[®] certification, air sealing, insulating, ENERGY STAR[®] windows and doors, or such other energy efficiency upgrades as are approved and agreed in writing by the Municipality.
- (d) "Municipality" means the Municipality of the County of Cumberland;
- (e) "PACE Customer Agreement" means the written, signed Property Assessed Clean Energy Efficiency Program Customer Agreement between the owner of a qualifying property and the Municipality for financing of an Energy Efficiency Upgrade to the property.
- (f) "PACE Charge" means the Property Assessed Clean Energy improvement tax levied on the property pursuant to s.81A of the Municipal Government Act.
- (g) "PACE Program" means the program established by the Municipality under which owners of Qualifying Properties may apply for and obtain financing for Energy Efficiency Upgrades.
- (h) "Qualifying Property" means an owner-occupied residential property located within the Municipality but does not include multi-unit residential or non-profit owned buildings and does not include business or industrial premises.

APPLICATION AND APPROVAL

4. An owner of a Qualifying Property within the Municipality who is not otherwise in default of any municipal taxes, rates or charges, may apply for Municipal financing of Energy Efficient Upgrades to the property.
5. Financing shall be subject to Municipal approval and execution of a PACE Customer Agreement with the owner of the Qualifying Property.

PAYMENT OF CHARGE

6. The PACE charge shall become payable in full on completion of installation of the Energy Efficiency Upgrade in accordance with the PACE Customer Agreement.
7. The Director of Finance shall maintain a separate account of all monies due for PACE charges levied pursuant to this By-law, identifying:
 - a) the names of the property owners and assessment, PID and civic address information of the subject property;
 - b) the amount of the PACE charge levied on the property;
 - c) the amount paid on the PACE charge.

LIEN

8. On completion of an Energy Efficiency Upgrade pursuant to a PACE Customer Agreement, the PACE Charge shall be levied against the property.
9. A PACE Charge imposed pursuant to this Bylaw constitutes a first lien on the subject property and has the same effect as rates and taxes under the Municipal Government Act.
10. A PACE Charge pursuant to this Bylaw is collectable in the same manner as rates and taxes under the Assessment Act and, at the option of the Director of Finance, is collectable at the same time and by the same proceedings as taxes.
11. The lien provided for in this By-law shall become effective on the date on which the Chief Administrative Officer files with the Director of Finance a certificate that the agreed improvement has been completed.
12. The lien provided for in this Bylaw shall remain in effect until the total charge, plus interest, has been paid in full.

INTEREST

13. Interest will be charged on PACE Charges at a rate determined in the PACE Policy

14. Interest shall accrue on any PACE Charge or portion thereof which remain outstanding from the date of billing.
15. Interest is payable annually on the entire amount outstanding and unpaid, whether or not the owner has elected to pay by installments.

INSTALLMENT PAYMENTS

16. The owner of a Qualified Property may elect to pay the PACE Charge by equal installment payments over a period or not more than 10 years, as set out in the PACE Customer Agreement.
17. In the event of default of any installment payment under the PACE Customer Agreement, the entire outstanding balance shall be immediately due and payable.
18. This By-Law shall come into effect on the day of publication.
19. Any previous versions of this By-law shall be considered repealed upon the effective date of this version.

MOTION CARRIED

IT WAS MOVED by Councillor Fletcher seconded by Councillor Gilbert to give notice of Council's intent to consider the PACE Program Policy for adoption at the next Council meeting.

Municipality of Cumberland Policy 19-XX
Property Assessed Clean Energy Program Policy

Citation

1. This Policy is entitled the Property Assessed Clean Energy Program Policy.

Purpose

2. This policy identifies the eligible types of Clean Energy Upgrades that may be financed by the Municipality of the County of Cumberland through the Property Assessed Clean Energy Program By-Law and establishes the program financing details.

Definitions

3. In This Policy unless the context otherwise requires:
 - a. "Municipality" means the Municipality of the County of Cumberland
 - b. "PACE" means Property Assessed Clean Energy;
 - c. "Table 1" means the PACE Program Clean Upgrade Types and Evaluation or Standard Table

Evaluation

4. Table 1 (The PACE Program Clean Energy Upgrade Types and Evaluation or Standard) lists the eligible Clean Energy Upgrade types that may be financed. Each type of upgrade must be evaluated by a specific energy evaluation procedure and may need to conform to a particular energy standard, which is identified beside each upgrade type. The required evaluation procedure or standard ensures that the upgrade is studied from an energy science perspective, and that a definable energy benefit is determined.
5. In administering this Policy, the Municipality will ensure that any Clean Energy Upgrades requested by property owners to be financed through the PACE program are identified as being eligible types in Table 1. Furthermore, the Municipality will ensure that for each requested upgrade, the required evaluation procedure or standard has been met and that a definable energy benefit has been determined or recommended by a qualified energy professional. These minimum conditions must be met before permitting a requested upgrade to be financed on the subject property.

Financing Details

6. The ability to approve financing for Clean Energy Upgrades on specific properties may be subject to further restrictions through the conditions set out in the PACE By-Law and the PACE Customer Agreement.
7. Interest will be charged on PACE charges at a rate of municipal cost of borrowing plus 2%.
8. The maximum number of homes entering this program is 10 per year. The Maximum Eligible Amount is \$15,000 for homes with full assessed property values of less than or equal to \$150,000. For homes with full assessed property values of more than \$150,000, the Maximum Eligible Amount is lesser of \$25,000 or 10% of the full assessed property value.

PACE Program Clean Energy Upgrade Types and Evaluation or Standard

Clean Energy Upgrade Type	Required Evaluation or Standard
1. Insulation for ceilings, floors, main walls, knee walls, foundation walls, foundation headers, foundation slabs, and crawlspaces	Home Energy Assessment
2. Draft proofing including caulking, weather stripping, and duct sealing	Home Energy Assessment
3. Exterior doors	Home Energy Assessment
4. Exterior windows	Home Energy Assessment
5. Domestic Hot Water Tanks	Home Energy Assessment
6. Drain Water Heat Recovery Systems	Home Energy Assessment
7. Heat Pumps	Home Energy Assessment
8. Wood & Pellet Heating Systems	Home Energy Assessment
9. Exhaust Ventilation	Home Energy Assessment
10. Balanced Heat Recovery Ventilation	Home Energy Assessment
11. Electric Vehicle Charging Stations	Home Energy Assessment and Time-Of-Day Savings Assessment
12. Electric Thermal Storage (ETS) Systems	Home Energy Assessment and Time-Of-Day Savings Assessment
13. Solar Hot Water Systems	Home Energy Assessment and Solar Potential Site Assessment
14. Solar Hot Air Systems	Home Energy Assessment and Solar Potential Site Assessment
15. Solar Photovoltaic Systems	Home Energy Assessment and Solar Potential Site Assessment
16. Swimming Pool Heating & Circulation Systems	Home Energy Assessment, Existing Load Assessment, and Solar Potential Site Assessment
17. Supplementary work required to successfully complete the above listed upgrades. This may include but is not limited to removal of existing equipment or components, repairs and maintenance required, installation of vapour barriers and other water controls and freeze protection, testing and abatement of asbestos and vermiculite, and electrical upgrades.	Home Energy Assessment

MOTION CARRIED

6. BUSINESS ISSUES6.1 Grant Request(s)

IT WAS MOVED by Councillor Palmer seconded by Councillor Jackson to award Sutherland Lake Trail Groomers Association a grant from Regional Grant Funds in the amount of \$3,000 to assist in cost of installing a building to house their safety equipment.

MOTION CARRIED

6.2 Dangerous and Unsightly Premises Update

Staff provided an update regarding the status of various dangerous and/or unsightly properties.

6.3 Cliffs of Fundy Geo-explorers

Staff provided information to Council regarding a fun and educational geological experience for children in grades 4, 5, and 6 who are registered in the outdoor summer camp programs in Springhill and Parrsboro.

6.4 Events/Meetings Eligible for Reimbursement

Council discussed having event/meeting preapproval prior to a Councillor attending an event/meeting.

6.5 Food Van Fees

Council discussed correspondence received from the Parrsboro and District Board of Trade. Staff will respond to this correspondence.

6.6 Rainbow Bridge

IT WAS MOVED by Councillor Fletcher seconded by Councillor Gilbert that Correspondence expressing our support for his project be sent to Mr. Hogg along with a copy of the letter received from Department of Transportation and Infrastructure Renewal.

MOTION CARRIED

6.7 Cumberland Energy Authority

The May 21, 2019 Board Meeting Minutes are included in the meeting materials.

6.8 Cliffs of Fundy Aspiring Geopark

A memo indicating that two UNESCO evaluators: Professor Nikolaos Zouros, President of the Global Geoparks Network from Lesvos Island in Greece, and Dr. Asier Hilario, Scientific Director for the Basque Coast Geopark in northern Spain will arrive July 25th with the evaluation process taking place July 26th to July 28th.

6.9 July and August Council meetings

Moved by Councillor Gilbert seconded by Deputy Warden van Vulpen to hold the second council meeting in July on the 17th and the third meeting of July on the 31st, 2019, and no meetings in the month of August.

MOTION CARRIED

6.10 Eastern Avenue in Parrsboro

Staff was directed to refer this to the Director of Engineering and Public Works and forward correspondence to the resident informing them of this action.

7. INFORMATION ITEMS7.1 Meeting with Justice re Police Services Review

Justice has indicated a meeting date of between July 16 and 24, 2019 to discuss the implementation of the Review Report.

7.2 RFP – Mine water Geothermal Business Park and District Energy System Concept Design

The Project Steering Committee will review and evaluate the 8 submissions received for the above noted RFP. The steering committee will then provide

a recommendation to the CEA Board for awarding the RFP at a CEA Board meeting scheduled for July 9, 2019.

7.3 Parrsboro Wastewater Treatment and Collection Question and Answer Sheet

The Q&A Sheet has been compiled and made available in several formats to residents.

7.4 Recyclables Options Review

The recyclables Options Study has been completed and reviewed by the Steering Committee.

7.5 Cumberland Bursary Recipients

A list of the 2019 recipients of the Cumberland County Bursary was provided to Council.

8. ADJOURNMENT

8.1 The Queen

The meeting was adjourned at 7:10 p.m. The Queen was sung.

Warden Allison Gillis

Municipal Clerk Brenda Moore

APPENDIX A

A.2
A.3

SOLAR PV PROJECT DEVELOPMENT, INSTALLATION AND COMMISSIONING AGREEMENT

THIS AGREEMENT is made and entered into as of the [____] day of _____ 2019, ("the Effective Date")

Between:

The Municipality of the County of Cumberland
(herein referred to as "Client")

and

Thermo Dynamics Limited
(herein referred to as "TDL")

WHEREAS:

1. Client is seeking system design, procurement, electrical interconnection, installation and commissioning services for multiple solar PV energy systems, as listed in Schedule A, that have been awarded power purchase agreements ("PPA") with Nova Scotia Power Inc ("NSPI") by the Province of Nova Scotia through The Solar Electricity for Community Buildings Pilot Program ("the Program") ("the Project");
2. Client is a party to a memorandum of understanding with the Alternative Resource Energy Authority ("AREA") where AREA provides overall project management services, one of which, was the selection of TDL as design and technical partner for its projects developed for the Program, after AREA conducted its request-for-proposals for such services;
3. Client wishes to move forward with the Project and engage the services of TDL to provide system design, procurement, installation and commissioning services for the Project.
4. TDL has agreed to provide the Services in accordance with the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements hereinafter stated, Client and TDL agree as follows:

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LIST OF PROJECTS

- 1) Schedule A lists (i) the solar PV systems governed by this Agreement, (ii) the date by which the specific solar PV system must achieve commercial operation as defined in the PPA with NSPI and (iii) the fees that TDL may invoice the owner once the solar PV system achieves commercial operation as defined in the NSPI PPA.
- 2) Schedule B appended to this agreement contains TDL's proposal sheet for each project listed on Schedule A.
- 3) Client shall add solar PV systems to Schedule A provided the Province awards a power purchase agreement with NSPI to the Client and the project receives the necessary organizational approval from the owner. The associated fees for projects that Client adds to Schedule A shall be equal to the budgeted amounts in the financial model used to determine the project's bid price into the Program.

SERVICES

- 4) TDL shall provide to Client all the services required for each solar PV system listed in Schedule A to achieve the commercial operation date ("COD") as defined in the NSPI PPA. Such services shall include:
 - a) Completing, on Client's behalf, all PPA schedules as requested by the Province and NSPI;
 - b) Completing, on Client's behalf, all of the NSPI interconnection information and/or application forms required to connect to the NSPI electrical grid;
 - c) Management of the budget and communications with third-party suppliers and NSPI;
 - d) Design of the solar PV system;
 - e) Procurement of the components required for the solar PV system to achieve commercial operations as defined in the NSPI PPA;
 - f) Installation, electrical interconnection and commissioning of the solar PV system;
 - g) Reporting to the Client on the Schedule A Construction Project(s) progress at the following intervals; immediately upon site arrival, at 50% completion, at 90% completion and at COD;
 - h) At the request of the Client and at a time that is mutually agreed by Client and TDL, both acting reasonably, attendance at 1 (one) council meeting to explain all components of the Project which are included in the agreement between TDL and the Client; said meeting to occur at a mutually agreeable time prior to project construction.
 - i) Providing electronic documentation for specifications and warranties regarding each component of the solar PV system;
 - j) Providing details regarding solar PV systems operations and maintenance best practices, including, but not limited to, regular inspection and testing and methods to rectify expected issues identified during inspection and testing;
 - k) Any other task that TDL represents to perform as described in TDL's proposals as attached to Schedule A.
 - l) Consultation with the Provincial Government associated with an environmental approval of the project.

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("Services")

- 5) TDL shall not proceed with any service beyond 4(c) above until NSPI has confirmed in writing the required interconnection components and associated NSPI interconnection costs, unless this restriction is waived by the Client in writing.
- 6) TDL provided a cost estimate for the equipment that NSPI will require between the solar PV electrical panel and the NSPI distribution system, for AREA to include in the financial model used to determine the bid price for the Program submissions. This estimated interconnection equipment cost is not part of the fixed price in Schedule A. Subject to paragraph 13 below, TDL shall procure the equipment specified by NSPI for installation between the solar PV electrical panel and the NSPI distribution system, and invoice these costs with receipts and without markup to the Client, upon achieving commercial operation for each project. TDL's installation costs of such equipment are included in the fixed price listed in Schedule A.
- 7) To ensure that the Client receives systems using top-tier solar PV component manufacturers, TDL shall only procure components from the associated vendors in Schedule C.
- 8) TDL is responsible to determine the manner and specifications for the provision of the Services and TDL shall provide an orderly, competent and skillful completion of such Services.
- 9) The Client or the Client's designated agent may inspect the progress of the project upon reasonable notice.
- 10) TDL is an independent contractor of Client and is not and shall not be deemed to be an employee, agent, partner or joint venturer of Client.
- 11) TDL is under no obligation to provide any Services if Client fails to pay the Fees and Expenses in the amount and within the time set out in this Agreement. Such withdrawal of services shall not be considered a breach entitling Client to terminate this Agreement.

NSPI'S TERMINATION OF A PPA OR SIGNIFICANT NSPI INTERCONNECTION COST

- 12) Client may remove a solar PV system from Schedule A if NSPI terminates the PPA because TDL has failed to achieve commercial operation by the date specified in Schedule A.
- 13) Client may remove a solar PV system from Schedule A if the cost of NSPI's interconnection equipment, as determined in Section 6), would cause the total project installation cost, including contingency, to exceed that estimated in the financial model used by AREA for the submission to the Program.

CLIENT'S RESPONSIBILITIES

- 14) The Client shall provide TDL with all available building structural information or data pertinent to the Project which is required by TDL to perform the services under this Agreement. TDL shall be entitled to rely upon the accuracy and completeness of all building information and data furnished by the Client, including information and data originating from other parties employed by the Client whether such

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parties are engaged at the request of TDL or otherwise. Where such information or data originates either with the Client or its consultants then TDL shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by TDL, and mutually agreed by TDL and the Client, the Client shall engage such consultants or other service providers directly to perform items of work necessary to enable TDL to carry out the services. When arranged by the Client or TDL, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by TDL and wherever prompt action is necessary shall inform TDL of Client's decisions in such reasonable time so as not to delay the proposed (or as amended from time to time) schedule for providing services.

EXCLUSIONS

- 15) For greater certainty, Services provided under the terms of this Agreement and the Fees do not include the following:
- a) Assistance with the negotiation of any site lease;
 - b) Assistance with the application by the Client for funding from Service Nova Scotia and the Municipal Finance Corporation;
 - c) Attendance at more than one (1) council meetings to explain all components of the Project which are included in the agreement between TDL and the Client;
 - d) Consultation with the Provincial Government not associated with an environmental approval of the Project;
 - e) work arising from a change to the current state of government legislation, by-laws, policy, guidelines, or other public requirements, except that Services will include providing information to Client with regard to such changes and the impact of any such changes;
 - f) Work arising from a response to a governmental order;
 - g) Work arising from the negligence of any party other than TDL;
 - h) Work arising from failures caused by improper environmental conditions affecting the Project or electrical power fluctuations, if due to conditions beyond TDL's control;
 - i) Work arising from a denial of access to TDL to the Project; and
 - j) Disposal of contaminants. Contaminants remain the property and the responsibility of Client. Client shall be responsible for the proper storage and disposal of contaminants. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

LIMITATION ON SERVICES

- 16) Client acknowledges that:
- a) TDL is providing solar PV system design, engineering, electrical, mechanical, installation and safety services and is not providing financial, accounting, legal, environmental, or other professional services;

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- b) TDL is not and will not act as a fiduciary for Client with respect to the Services;
- c) TDL has not and will not give to Client any assurance or guarantee as to the merits (whether legal, regulatory, tax, financial, accounting or otherwise) of any strategy, course of action or transaction; and
- d) the Services are being executed at the discretion of TDL and in a commercially reasonable manner and TDL does not provide any warranty or guarantee as to the financial viability or profitability of the Project.

FEES and EXPENSES

- 17) Client shall pay to TDL the fees specified in Schedule A per solar PV system, due upon receipt of an invoice from TDL on the following schedule:
 - a) 90% of the project-specific fee specified in Schedule A upon TDL's commissioning of the specific project, which shall include, but not be limited to, demonstrating that the specific project can achieve the inverter's nameplate electrical production;
 - b) 10% of the project-specific fee specified in Schedule A upon NSPI's written confirmation that the specific project has achieved commercial operation as defined in the PPA.
- 18) In addition to the above Fees, and only with prior written approval from Client, Client shall reimburse TDL for out-of-pocket expenses and taxes incurred by TDL in the performance of the Services, including, but not limited to:
 - a) Third party fees paid by TDL on behalf of Client relating to the Project; (collectively "Expenses").
- 19) TDL shall invoice Client for Expenses as they are incurred.
- 20) Payment of the invoiced amount shall be made by Client within 30 days of invoicing. Overdue accounts are subject to interest at 2 % per month.

COSTS AND WORK OF OTHERS

- 21) TDL shall provide a comprehensive estimate of the cost of the Project, as soon as sufficient information, drawings and specifications have been prepared which estimate shall include all work and services done or to be performed. Client will review and approve the estimate and Client shall be responsible for entering into all required contracts directly to complete the Project and shall make all payments for work done on the Project as approved by TDL. TDL agrees to provide to Client regular updates of the estimate and, as soon as practicable, notice of any increase or decrease in the estimate. TDL shall not be responsible for the work of others including but not limited to:
 - a) Failure by a contractor or Client to proceed or carry out work anticipated as part of the Project;
 - b) Breach by any contractor or consultant of any contract related to the Project;
 - c) Costs of Project exceeding initial Project estimates; and
 - d) Delays caused by any contractor, consultant, Client or others.

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SUSPENSION

- 22) If the Client suspends the Project for more than thirty (30) calendar days in the aggregate, TDL shall be compensated for services performed and expenses incurred prior to the receipt of the notice to suspend, and, upon resumption, an equitable adjustment in fees to accommodate the resulting costs and expenses from the suspension (including any wind down and wind up costs). In addition there shall be an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days TDL may, at its option, terminate this Agreement upon giving written notice to the Client.

TERM

- 23) Subject to early termination or removal of a PV system in accordance with this Agreement, this Agreement shall continue until the Services for the Project outlined above are complete for each solar PV system listed in Schedule A.

TERMINATION

- 24) Either party may terminate this agreement without notice or other act if,
- a) either party is in default in any material respect in the performance of any of its obligations under this agreement or otherwise commits any material breach of this agreement, and such default continues after thirty (30) days' written notice from the non-defaulting party to the defaulting party stating the particulars of such default.
 - b) bankruptcy or insolvency proceedings are instituted by or against the other party, or the other party is adjudicated a bankrupt, becomes insolvent, makes an assignment for the benefit of creditors or proposes or makes any arrangements for the liquidation of its debts or a receiver or receiver and manager is appointed with respect to all or any part of the assets of the other party;
 - c) If any
 - (i) amendment to applicable law, by-law, statute, regulation, rule, ordinance, policy, order, code, information letter, guideline, bulletin or directive;
 - (ii) judicial or regulatory order; or
 - (iii) ruling, decision, or directive by a utility board, transmission provider, or other agency, commission, authority, entity, or body.

requires or directs, directly or indirectly, that a material term be amended, inserted, or deleted in this Agreement and one party notifies the other that it wishes to renegotiate the terms and conditions of this Agreement in connection with such amendment, insertion, or deletion and the parties are unable to agree upon revised terms and conditions of this Agreement within 30 days of such notice.

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- 25) Notwithstanding termination of this Agreement for any reason:
- a) all warranties set out in this agreement and all obligations of indemnification herein shall survive and continue to bind the parties after the date of termination;
 - b) Client shall honor any outstanding and remaining payment of Fees and Expenses owing or incurred as of the date of termination;

COMPLIANCE WITH LAWS and REGULATORY REQUIREMENTS

- 26) In performing its obligations under the terms of this Agreement, the parties agree to comply at all times with all applicable laws, regulations, orders and licensing requirements applicable to this project.
- 27) The parties acknowledge and agree that they are or may become bound by:
- a) agreements with and certain policies, guidelines and directives of NSPI, power generating companies, or other agencies, commissions, authorities, entities, or other bodies involved in the generation and transmission of electricity; or
 - b) the legislation, regulations, rules, instructions, policies, pronouncements and other directives of governmental, regulatory, or industry agencies, commissions, authorities, entities, or other bodies, relating to the supply and delivery of electricity to and in Nova Scotia.
(collectively, "Industry Terms and Directives")
- 28) The parties agree to cooperate with each other in order for each other to comply with the Industry Terms and Directives and to promptly do anything or execute any documents or directives reasonably required to implement the terms of this Agreement.
- 29) However, it is expressly acknowledged and agreed by the parties that as the Project proceeds such Industry Terms and Directives may change or the interpretation may differ from the interpretation of each of the parties, through no fault of the parties, and any extra costs necessary to conform to such changes or interpretations during or after the execution of the services will be paid by the Client.

INDEMNITY and LIMITATION OF LIABILITY

- 30) The parties shall indemnify and save harmless each other from and against all risks of every kind and nature whatsoever, and fully indemnify each other from and against all manner of claims, demands, losses, costs, damages, actions, suits or proceedings (including all costs of investigating and defending the same) including, but not limited to environmental damages, personal and bodily injury, and property damage which any person, company or other entity has or may have for or by reason of any cause whatsoever arising out of, attributable to or in connection with negligent, tortious, or otherwise illegal conduct of the other party.
- 31) Notwithstanding anything to the contrary contained in this Agreement, including the indemnity set out in paragraph 30) above, neither Party shall be liable to the other, whether in contract, tort, misrepresentation, warranty, negligence, strict liability or otherwise for any consequential, indirect or incidental damages including, but not limited to, loss of use, loss of profits or business interruption or

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loss of markets arising from a failure of such Party to perform any of its obligation under this Agreement, unless such obligation arises out of fraudulent actions of such Party.

DISPUTE RESOLUTION

- 32) Any dispute related to this Agreement, which cannot be resolved by the parties on their own accord shall be determined in the following manner:
- (a) All disputes between the parties shall be resolved by mediation, and failing resolution by mediation, then by binding arbitration.
 - (b) For purposes of commencing the resolution of any such dispute, any party hereto may give written notice to the other party, requesting mediation. Within three (3) business days after the day a receipt of such notice, the parties shall use their best efforts to agree upon the appointment of an independent mediator.
 - (c) If, within the three (3) business days, the parties are unable to agree upon the appointment of an independent mediator, then either party may, within the next two (2) business days thereafter, give written notice to the other party and the then President (or Executive Director, if there shall be one) of the ADR Atlantic Institute requesting the President (or Executive Director, as the case may be) to appoint, within five (5) business days after the day of receipt of such notice, an independent mediator, who is prepared and available to mediate the dispute within three (3) days of accepting the appointment.
 - (d) If the matter in dispute cannot be resolved through mediation, then within three (3) business days after the conclusion of the mediation, either party may give written notice to the other party and the then President (or Executive Director, if there shall be one) of the ADR Atlantic Institute requesting the President (or Executive Director, as the case may be) to appoint, within five (5) business days after the day of receipt of such notice, an independent arbitrator, who is prepared and available to arbitrate the dispute within one (1) month of accepting appointment. The parties shall not have the right to appeal the decision of the independent arbitrator.
 - (e) Except as modified herein or as otherwise agreed to by the parties in writing, the place of mediation or arbitration shall be at a place in Yarmouth County, Nova Scotia, as agreed by the parties and, if they cannot agree, then at a place determined by the mediator or arbitrator.
 - (f) The rules and procedures for the mediation shall be determined by the mediator and the rules and procedures for the arbitration, except as modified herein or as otherwise agreed to by the parties in writing, shall be those as set forth in the Commercial Arbitration Act, S.N.S. 1999 c. 5, as amended.
 - (g) Except as provided elsewhere in the Agreement, cost of the mediation or arbitration shall be borne equally by the parties. An arbitration decision shall be final and binding on the parties, with no right of appeal, except as may be provided in the aforesaid applicable arbitration statute. Provided the parties agree in writing, they may shorten or extend any time periods referenced in this Article.
 - (h) Notwithstanding the foregoing, either party may at any time apply to the Supreme Court of Nova Scotia for an injunction or other equitable remedy to protect their rights under this Agreement until such time as the determination has been made by arbitration under this Agreement

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INTELLECTUAL PROPERTY

- 33) All documents including preparatory information and materials ("Project Documents") prepared by TDL or on behalf of TDL in connection with the Project are instruments of service for the execution of the Project. TDL has and retains the intellectual property rights including copyright in the Project Documents, whether the project is executed or not and are protected by copyright and any other applicable intellectual property rights and laws. Payment to TDL of the compensation as set out in this Agreement shall be a condition precedent to the Client's right to use the Project Documents. The Project Documents may not be used by the Client or any other party without the express prior written agreement of TDL. Client has the right to the use of and the benefit of authorized copies of the documentation in connection with the Project for the life of the Project.

MEDIA RELEASES AND PROJECT PROMOTION

- 34) The parties shall mutually approve the form and substance of all publicity releases or announcements concerning the Project and this Agreement. Also, where the Client has control or influence over construction signage, events, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include TDL in such Project Promotion,

NOTICES

- 35) Any notice or other documents required or permitted to be given hereunder shall be in writing and shall be delivered, mailed by pre-paid registered mail, return receipt requested or sent by facsimile transmission addressed to the party or parties to whom it is to be given at the address shown below or at such other address or addresses as the party or parties to whom such writing or document is to be given shall have last notified all other parties hereto in accordance with the provisions of this section:

- i) if to TDL at:

Peter Allen, President
101 Frazee Drive
Dartmouth NS B3B 1Z4
Telephone 902-468-1001; Fax 902-468-1002;
Email: peter.allen@thermo-dynamics.com

- ii) if to Client at:

Ray Hickey, CEO Cumberland Energy Authority
1395 Blair Road, Upper Nappan, Nova Scotia B4H 3Y4
rhickey@cumberlandcounty.ns.ca
902-254-4347

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GENERAL

- 36) The rights or duties of the parties shall not be assigned, transferred or conveyed by the other, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 37) This agreement is binding upon the parties' successors and assigns.
- 38) All prior agreements, representations and undertakings with respect to the subject matter of the Agreement are superseded.
- 39) No waiver or modification in this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith.
- 40) In the event that any provision, clause or paragraph herein, or part thereof shall be deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses or articles, or parts thereof shall be and remain in full force and effect.
- 41) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia, and each party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the Courts of Nova Scotia and all courts competent to hear appeals therefrom.



**Proposal to Design and Install a Photovoltaic System
on the Dr. Carson and Marion Murray Community Centre**

Prepared for:
The County of Cumberland (COC)
Upper Nappan Service Centre
1395 Blair Road, Upper Nappan, Nova Scotia B4H 3Y4

Prepared by:
Thermo Dynamics Ltd. (TDL)
101 Frazee Avenue, Dartmouth, Nova Scotia B3B 1Z4
Tel: (902) 468-1001 Fax: (902) 468-1002
Contact: Peter Allen

November 2018

Project Description

TDL proposes to install a photovoltaic ("PV") system on the roof of the Dr. Carson and Marion Murray Community Centre, situated at 6 Main Street, Springhill, Nova Scotia. The building is depicted in the photograph shown below.



The main components of the system are

- (i) one or more inverters, with a total AC power output of 75 kW
- (ii) PV modules with a total rated DC power output of 96 kW
- (iii) the mounting hardware required for the PV modules
- (iv) the wiring on the PV side of the system and on the 240-VAC side of the system.

The estimated output from the PV system is 115,000 kWh (AC) per year. The electricity generated by the PV modules will be fed into the NS Power grid. NS Power will pay for this electricity as per the terms of the agreement between COC and NS Power. The equipment required to connect the PV system to the Nova Scotia Power grid is a new PV-dedicated kWh meter. No changes are required to allow access to the site for construction and maintenance of



the PV system.

The PV modules will be mounted on the roof facing 45 degrees east of true south, at a slope of approximately 15 degrees to the horizontal. The PV modules will cover an area of approximately 490 square meters (5,300 square feet), which is approximately 33% of the roof area available.

Timing of the Project

TDL is prepared to undertake the design and installation upon receipt of this signed proposal. One month is required to obtain approval from NS Power for this project. TDL estimates that two months will be required to acquire all the system hardware, and another month is required to install the system and commission it.

System Price

PV modules	\$96,000	
Inverters	\$36,000	
Balance of system	\$40,320	
Direct labour	\$44,160	
Building permits	\$150	
Electrical inspections/permits	\$1,000	
Overhead costs	\$9,600	includes administration
Total installation costs	\$227,230	taxes excluded
Sales tax (15% HST)	\$34,085	
Total contract price	\$261,315	

Thermo Dynamics Ltd. proposes to design, supply and install the above system. The cost of the TDL-supplied system is **\$261,315.00 (two hundred and sixty-one thousand, and three hundred fifteen dollars).**

Cost of connection to the NS Power grid

TDL provided a cost estimate for the equipment that NS Power will require between the solar PV electrical panel and the NS Power distribution system. This estimated interconnection equipment cost is not part of the total contract price. TDL shall procure the equipment specified by NS Power for installation between the solar PV electrical panel and the NS Power distribution system, and invoice these costs (the interconnection costs) with receipts and without markup to COC, upon achieving commercial operation for the project. TDL’s installation costs of such equipment is included in the direct labour costs shown above.

Payment Schedule

COC shall pay to TDL the total contract price plus the interconnection costs shown above upon receipt of an invoice from TDL on the following schedule:

- a) 90% of the total contract price upon TDL’s commissioning of the project, which shall include, but not be limited to, demonstrating that the project can achieve the inverter’s nameplate electrical production;



- b) 10% of the total contract price and 100% of the interconnection costs upon NS Power's written confirmation that the specific project has achieved commercial operation as defined in the PPA.

For Thermo Dynamics Ltd.

_____ Date _____
Peter Allen

For the County of Cumberland

I, the undersigned, understand and agree to the terms set forth in the above agreement. I agree to follow the payment schedule listed above, and will pay each installment upon receipt of invoice.

_____ Date _____



**Proposal to Design and Install a Photovoltaic System
on the FORCE Visitor Centre**

Prepared for:
The County of Cumberland (COC)
Upper Nappan Service Centre
1395 Blair Road, Upper Nappan, Nova Scotia B4H 3Y4

Prepared by:
Thermo Dynamics Ltd. (TDL)
101 Frazee Avenue, Dartmouth, Nova Scotia B3B 1Z4
Tel: (902) 468-1001 Fax: (902) 468-1002
Contact: Peter Allen

November 2018

Project Description

TDL proposes to install a photovoltaic ("PV") system on the roof of the FORCE Visitor Centre, situated at 1156 West Bay Road, West Bay, Nova Scotia. The building is depicted in the photograph shown below.



The main components of the system are

- (i) one or more inverters, with a total AC power output of 25 kW
- (ii) PV modules with a total rated DC power output of 30.7 kW
- (iii) the mounting hardware required for the PV modules
- (iv) the wiring on the PV side of the system and on the 240-VAC side of the system.

The estimated output from the PV system is 35,800 kWh (AC) per year. The electricity generated by the PV modules will be fed into the NS Power grid. NS Power will pay for this electricity as per the terms of the agreement between COC and NS Power. The equipment required to connect the PV system to the Nova Scotia Power grid is a new PV-dedicated kWh



meter. No changes are required to allow access to the site for construction and maintenance of the PV system.

The PV modules will be mounted on the roof facing 45 degrees east of true south, at a slope of approximately 15 degrees to the horizontal. The PV modules will cover an area of approximately 157 square meters (1,700 square feet), which is approximately 86% of the roof area available.

Timing of the Project

TDL is prepared to undertake the design and installation upon receipt of this signed proposal. One month is required to obtain approval from NS Power for this project. TDL estimates that two months will be required to acquire all the system hardware, and another month is required to install the system and commission it.

System Price

PV modules	\$30,720	
Inverters	\$12,000	
Balance of system	\$18,432	
Direct labour	\$14,131	
Building permits	\$150	
Electrical inspections/permits	\$1,000	
Overhead costs	\$3,686	includes administration
Total installation costs	\$80,120	taxes excluded
Sales tax (15% HST)	\$12,018	
Total contract price	\$92,138	

Thermo Dynamics Ltd. proposes to design, supply and install the above system. The cost of the TDL-supplied system is **\$92,138.00 (ninety-two thousand, and one hundred thirty-eight dollars)**.

Cost of connection to the NS Power grid

TDL provided a cost estimate for the equipment that NS Power will require between the solar PV electrical panel and the NS Power distribution system. This estimated interconnection equipment cost is not part of the total contract price. TDL shall procure the equipment specified by NS Power for installation between the solar PV electrical panel and the NS Power distribution system, and invoice these costs (the interconnection costs) with receipts and without markup to COC, upon achieving commercial operation for the project. TDL's installation costs of such equipment is included in the direct labour costs shown above.

Payment Schedule

COC shall pay to TDL the total contract price plus the interconnection costs shown above upon receipt of an invoice from TDL on the following schedule:

- a) 90% of the total contract price upon TDL's commissioning of the project, which shall include, but not be limited to, demonstrating that the project can achieve the inverter's nameplate electrical production;



- b) 10% of the total contract price and 100% of the interconnection costs upon NS Power's written confirmation that the specific project has achieved commercial operation as defined in the PPA.

For Thermo Dynamics Ltd.

_____ Date _____
Peter Allen

For the County of Cumberland

I, the undersigned, understand and agree to the terms set forth in the above agreement. I agree to follow the payment schedule listed above, and will pay each installment upon receipt of invoice.

_____ Date _____