

# Municipality of the County of Colchester

## Chapter 24

### Solar Colchester PACE By-law

Be it enacted by the Council of the Municipality of the County of Colchester as follows:

#### 1 Title and Scope

- 1.1 This By-law is enacted pursuant to Sections 65 and 81A of the *Municipal Government Act*, S.N.S. 1998, c.18 and shall be known as the “Solar Colchester Property Assessed Clean Energy Program By-law” of the Municipality of the County of Colchester. This By-law may be cited as the “Solar Colchester PACE By-law”.
- 1.2 The purpose of this By-law is to allow the Municipality of the County of Colchester to create a financing program to support the installation of solar photovoltaic panel systems and energy efficiency upgrades on private properties, with the consent of property owners. Property owners will make payments on the upgrade through a charge levied on the property.
- 1.3 This By-law does not exempt any person from complying with the requirements of other by-laws or regulations in force within the Municipality of the County of Colchester and from obtaining any licence, permission, permit, authority, or approval as otherwise required by the Municipality, the Province of Nova Scotia, Nova Scotia Power, or the Government of Canada.
- 1.4 This By-law shall apply only to solar photovoltaic panel systems or energy efficiency upgrades installed through the Solar Colchester PACE Program.

#### 2 Definitions

- 2.1 In this By-law, words used in the present tense include the future; words in the singular number include the plural; words in the plural include the singular; and the word *shall* is mandatory and not permissive. All other words carry their customary meaning except for those as defined in this Section.
- 2.2 For the purposes of this By-law:
  - a) “CAO” means the Chief Administrative Officer for the Municipality, or his or her designate;
  - b) “Certificate of Completion” means a Municipally-issued form completed and signed by the Contractor and counter-signed by the property owner, stating that installation of Equipment has been completed on the property.
  - c) “Contractor” means a third-party contractor selected from a list of Municipally-approved installers to perform property suitability assessments and evaluations, install Equipment, and contract specialized workers to assist with the project.
  - d) “Director of Corporate Services” means the Director of Corporate Services for the Municipality, or his or her designate;
  - e) “Energy Improvement Charge” means the Property Assessed Clean Energy improvement charge levied on the property pursuant to s.81A of the *Nova Scotia Municipal Government Act*;
  - f) “Equipment” means a solar photovoltaic panel system or energy efficiency equipment, as set out in the *Solar Colchester PACE Policy*, and accessory equipment, that the ~~Solar~~ Contractor will install on

private property with consent from property owners.

- g) “Qualifying Property” means a property located within the Municipality of Colchester defined as eligible in the *Solar Colchester PACE Policy* and subject to any land use or building-type restrictions contained in the *Solar Colchester PACE Policy* or the Participant Agreement and eligible as defined in the Solar Colchester PACE Program Manual.
- h) “Solar Colchester PACE Participant Agreement” means the written, signed Property Assessed Clean Energy Program Participant Agreement between the owner of a Qualifying Property and the Municipality for purchasing, installing, and potentially financing Equipment;
- i) “Solar Colchester PACE Program” means a program established by the Municipality under which owners of Qualifying Properties may obtain financing for solar photovoltaic panel installations or energy efficiency upgrades;
- j) “Solar Colchester PACE Program Manual” means a program guide manual produced and amended from time to time.

### **3 Application and Approval**

- 3.1 An application for participation in the Solar Colchester PACE program must comply with the provisions of this By-law and Policy approved pursuant to this by-law.
- 3.2 The owner of the Qualifying Property shall sign the Solar Colchester PACE Participant Agreement, agreeing to either:
  - a) pay the full cost of the project upon completion; or
  - b) finance the project through an Energy Improvement Charge.
- 3.3 Financing shall be subject to the written approval and agreement of the CAO, or designate, on behalf of the Municipality, and the execution of a Solar Colchester PACE Participant Agreement by the owner of the Qualifying Property. The conditions that must be met for approval include:
  - a) the owner of the Qualifying Property is not in default of any municipal taxes, rates, or charges;
  - b) any additional conditions specified in the Solar Colchester PACE Participant Agreement or *Solar Colchester PACE Policy* are met.
- 3.4 The maximum amount financed shall be the lesser of \$30,000 or 25% of the assessed value of the property. This represents the gross maximum loan amount, including tax and administration fees and before applicable rebates are applied.

### **4 Energy Improvement Charge**

- 4.1 Energy Improvement Charge shall become payable upon submission of a Certificate of Completion by the Contractor.
- 4.2 The Energy Improvement Charge may consist of:
  - a) the cost of the Equipment, including all labour costs for installation, permitting fees, and applicable taxes;
  - b) applicable PACE Program service fees; and

- c) interest accrued on the charge including any additional interest arising due to any default of payment.
- 4.3 The Energy Improvement Charge shall be paid in equal instalments over a period of up to 15 years, on which interest shall be payable as set out in Section 6 and in the Solar Colchester PACE Participant Agreement. Property owners may elect to make larger contributions and pay off the Charge at an earlier date.
- 4.4 In the event of a default of any payment under the Solar Colchester PACE Participant Agreement, 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.
- 4.5 The Director of Corporate Services shall maintain a separate account of all monies due for the Energy Improvement Charge pursuant to this By-law and identifying, for the subject property:
- d) the names of the property owners, property assessment and AAN, PID, and civic address;
  - e) the amount of the Energy Improvement Charge levied; and
  - f) the amount paid on the Energy Improvement Charge.
- 4.6 Wherein any property assessment list prepared pursuant to this Section, a property has been omitted by error or has been assessed in error or has been assessed for an Energy Improvement Charge for a greater amount or a lesser amount than the property should have been assessed, the Director of Corporate Services may at any time amend the property assessment list to correct the error and adjust the assessment.

## **5 Liens**

- 5.1 An Energy Improvement Charge may be levied against the property to secure all costs incurred by the Municipality to reimburse the Contractor.
- 5.2 An Energy Improvement Charge imposed pursuant to this By-law constitutes a first lien on the property and has the same effect as rates and taxes under the *Assessment Act* and the *Municipal Government Act*.
- 5.3 An Energy Improvement Charge pursuant to this By-law is collectible in the same manner as rates and taxes under the *Municipal Government Act*. Charge will be invoiced once a year, separate from Municipal property taxes.
- 5.4 The lien provided for in this By-law shall remain in effect until the total charge, including any accrued interest, has been paid in full.

## **6 Interest**

- 6.1 Interest will be payable on any balance owing on the Energy Improvement Charge at a rate set out in the *Solar Colchester PACE Policy*.
- 6.2 Interest shall accrue on any Energy Improvement Charge or portion thereof which remains outstanding from the date of billing.

## 7 No Municipal Liability

7.1 The Municipality is not responsible for the quality of the Equipment or the quality of the work carried out by the Contractor and as a result, the Municipality shall not be liable for any damage, direct or consequential, loss or liability or injury caused by the supply of Equipment, its installation, or use by the owner.

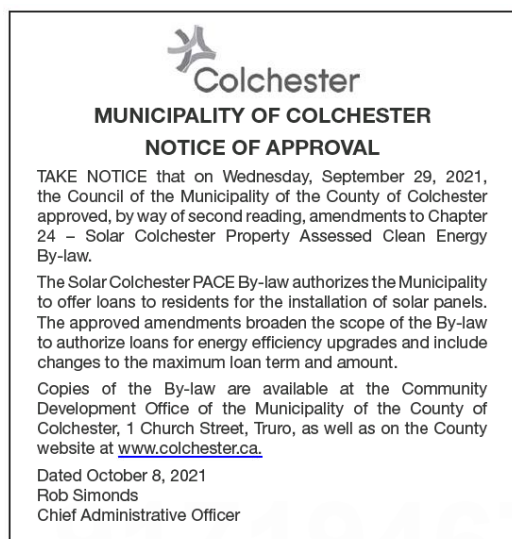
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THIS IS TO CERTIFY, that amendments to Chapter 24 – Solar Colchester Property Assessed Clean Energy (PACE) By-law was duly approved at a duly called meeting of the Municipal Council of the Municipality of the County of Colchester, duly convened and held on the 29<sup>th</sup> day of September, A.D., 2021.

**GIVEN** under the hand of the Municipal Clerk and under the corporate seal of said Municipality this 20th day of December, A.D., 2021.

[Rob Simonds](#)

Municipal Clerk



I, Rob Simonds, Municipal Clerk of the Municipality of the County of Colchester, do hereby certify that the adjacent Notice of Approval is a true copy of the Notice of Approval of Chapter 24 – Solar Colchester Property Assessed Clean Energy (PACE) By-law, duly advertised in the Thursday, October 14, 2021 issue to the Truro News.

Given under the hand of the Municipal Clerk and under the corporate seal of said Municipality this 20<sup>th</sup> day of December, 2021.

[Rob Simonds](#)  
Municipal Clerk

*First Reading: August 26, 2021*

*Notice of Intent: September 9, 2021*

*Second Reading: September 29, 2021*

*Notice of Approval: October 14, 2021*