



Equipment Charges Bylaw

WHEREAS Sections 81A(1)(c) and (d) of the Municipal Government Act authorize council to make by-laws imposing, fixing and providing methods of enforcing payment of charges for the financing and installation of equipment on private property with the consent of the property owner;

THEREFORE BE IT ENACTED by the Council of the Town of Mahone Bay, as follows:

1. Short Title

This By-law shall be known as the “Equipment Charges Bylaw”.

2. Purpose

The purpose of this By-law is to establish the manner in which the Town of Mahone Bay shall impose, fix, and enforce payment of charges for the financing and installation of equipment on private property with the consent of the property owner.

3. Definitions

“CAO” means the Chief Administrative Officer for the Town, or designate;

“Contractor” means an insured person or corporation licensed by the Nova Scotia Department of Environment and retained by the Qualifying Property Owner(s);

“Manager of Finance” means the Manager of Finance & Treasurer for the Town, or designate;

“Early Exit” means leaving the Program prior to total completion of the approved work;

“Financing Agreement” means the Equipment Financing Agreement between the Town and Qualifying Property Owner(s);

“Maximum Eligible Amount” means the maximum amount that the Town will lend to a Qualifying Property Owner(s) under this by-law. The Maximum Eligible Amount is twenty-five thousand dollars (\$25,000.00) per Qualifying Property;

“Town” means the Town of Mahone Bay, and includes its Councillors, employees, agents and contractors;

“Qualifying Property” means an existing, already developed property located within the Town that meets the eligibility criteria for any program offered by the Town pursuant to this by-law.

“Qualifying Property Owner(s)” means the owner(s) in possession of the title for the Qualifying Property.

4. Application and Approval

The Qualifying Property Owner(s) may apply for an Equipment Loan; only one Equipment Loan may be active against a Qualifying Property at a time.

Financing shall be subject to the approval and execution of a Financing Agreement by the Qualifying Property Owner(s) and the CAO on behalf of the Town. The conditions that must be met for approval include:

- the Qualifying Property Owner(s) shall not be in default of any Municipal taxes, rates, or charges;
- the proposed work complies with applicable Municipal, Provincial and Federal laws;
- the proposed Contractor must have a valid license to carry out the proposed work;
- the availability of approved funding for the relevant program; and
- any additional conditions specified in the Financing Agreement are met.

Any work completed prior to the approval of the Qualifying Property Owner(s)'s Application Form and Financing Agreement are not eligible for reimbursement.

Applications that do not lead to a Financing Agreement at the end of one-hundred eighty (180) days from the date of submission will be closed.

5. Confirmation of Work Completed

Upon completion of work, the Qualifying Property Owner(s) shall provide the Manager of Finance with the following items:

- itemized invoice(s) for the full cost of the work from the Contractor upon completion of the Equipment installation;
- a copy of the Contractor's completed 'Completion of Work' as submitted to the Nova Scotia Department of Environment and Climate Change.
- any other information required by the Manager of Finance.

Should the Qualifying Property Owner(s) not be able to complete the approved work, Early Exit may be triggered. The Qualifying Property Owner(s) will be responsible for all costs incurred to date on the approved Equipment installation.

6. Charge Imposed

Once the applicable parts of Sections 2 and 3 have been completed, the cost of provisioning, financing, and installing of approved equipment will be summed and the final amount will be applied as a charge in the form of a first lien on the Qualifying Property and may be collected in the same manner as taxes and by the same proceedings as taxes.

7. Payment of Charge

The Equipment Loan is provided for the benefit of Qualifying Property Owner(s) in the form of the Town paying all eligible Contractor invoice(s) for completed work up to the

amount of the approved Equipment Loan. The Qualifying Property Owner(s) will sign the Contractor invoice(s) and submit them to the Town for payment. The Town will not pay invoice(s) amount(s) that exceed the Equipment Loan; any invoices that exceed the Equipment Loan are the responsibility of the Qualified Property Owner(s) to pay. The Town's payment of the Equipment invoice(s) form the resulting loan and are a first lien on the Qualifying Property and may be collected in the same manner as taxes and by the same proceedings as taxes.

Costs of work incurred prior to entering into the Financing Agreement with the Town are not eligible to be included in the Equipment Loan.

The Equipment Loan shall become payable on completion of work in accordance with the Financing Agreement.

The Equipment Loan may consist of:

- the cost of work approved under any program of the Town pursuant to this by-law
- interest accrued on the charge including any additional interest arising due to any default of payment

The Qualifying Property Owner(s) shall pay the Equipment Loan by equal installments over a period of ten (10) years, on which interest shall be payable as set out in the Financing Agreement.

In the event of default of any payment under the Financing 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 Town for unpaid taxes and charges in default.

The Manager of Finance shall maintain a separate account of all monies due for Equipment Loans, identifying, for the Qualifying Property:

- the names of the Qualifying Property Owner(s), assessment, PID, and civic address;
- the amount of the Equipment Loan levied;
- the annual amounts paid to the Town to repay the Equipment Loan; and
- the total amount paid on the Equipment Loan.

8. Interest

Interest shall accrue and be payable annually on all charges outstanding, including any additional interest arising due to any default of payment.

Interest begins accruing when the final invoice(s) is received by the Town, or upon program exit. The interest rate for the duration of the Equipment Loan will be defined by policy.

On completion of work pursuant to a Financing Agreement, the amount owing on the Update Loan shall be a first lien on the Qualifying Property and may be collected in the same manner as taxes and by the same proceedings as taxes.

Where the Qualifying Property Owner(s) opts for installment payments:

- the portion of the Equipment Loan payable annually shall be equal to the Equipment Loan outstanding, including interest, divided by the loan duration;
- the amount outstanding on the Equipment Loan shall become due and payable in the event of default of payment; and
- the installment payments shall occur annually.

An Equipment Loan under this bylaw is a first lien on the Qualifying Property and may be collected in the same manner as taxes and by the same proceedings as taxes.

The lien provided for in this bylaw shall remain in effect until the Equipment Loan, including any accrued interest, has been paid in full.

Suzanne Lohnes-Croft, Mayor

Kelly Munroe, Town Clerk

This is to certify that the foregoing is a true copy of the bylaw passed at a duly convened meeting of the Council of the Town of Mahone Bay, held the 26th day of March, 2026.

Given under the hand of the Mayor and the Town Clerk and the seal of the Town of Mahone Bay this 1st day of April, 2026.

CLERK'S NOTATION

First Reading:	March 10, 2026
"Notice of Intent" Publication:	March 11, 2026
Second Reading:	March 26, 2026
Ministerial Approval:	N/A
Date of Publishing:	April 1, 2026
Forwarded to the Minister:	April 1, 2026
Forwarded to Town Website:	April 1, 2026