Regular Council Meeting
Agenda

Date: **Monday, November 23, 2026**
Time: **6:00 pm**
Location: **Council Chambers, Town Hall**

Pages

1. CALL TO ORDER

2. TERRITORIAL ACKNOWLEDGMENT

"I would like to acknowledge that our gathering today is taking place in Mi'kma'ki (MEEG-MA-GEE), the traditional, unceded and ancestral territory of the Mi'kmaw people. I would also like to acknowledge that Nova Scotia has another unique people, the people of African descent whose legacy and contributions date back over 400 years predating confederation of this land. We are all treaty people."

3. APPROVAL OF AGENDA/ACCEPTANCE OF MINUTES

3.1 Approval of the Agenda

3.2 Acceptance of Minutes October 26, 2026 — 3 - 20

4. REQUESTS FOR DECISION

4.1 Appointment of Members of Council to External Boards, Committees and Commissions Policy - Davidson — 21 - 29

4.2 Temporary Borrowing Resolution - Chambers — 30 - 34

4.3 Water Rate Study - McManaman — 35 - 94

4.4 Eastward Energy Incorporated Municipal Operating Access Agreement - Furlong — 95 - 111

4.5 Canadian Race Relations Foundation Hate Training - Wells — 112 - 114

4.6 16 Prince Arthur Street Development Agreement First Reading - Ripley 115 - 152

4.7 Capital Budget Amendment Bill Riley Bust - Davidson 153 - 155

4.8 Land Use Bylaw / Municipal Planning Strategy Proposed Amendments - MacDonald 156 - 161

5. INTERNAL COMMITTEE REPORTS

5.1 Planning Advisory Committee - Chambers 162 - 162

5.2 Amherst Youth Advisory Committee - Kawthar Alchehade 163 - 163

5.3 Accessibility, Inclusion, Diversity and Equity Committee - Wells 164 - 164

6. EXTERNAL COMMITTEE REPORTS

6.1 Cumberland YMCA - Wells 165 - 165

7. ADJOURNMENT

TOWN OF AMHERST
Regular Council Meeting
Minutes

Date:	**October 26, 2026**
Time:	**6:00 pm**
Location:	**Council Chambers, Town Hall**

Members Present	**Mayor Robert Small** **Deputy Mayor Charlie Chambers** **Councillor Hal Davidson** **Councillor Nic Furlong** **Councillor Terry McManaman** **Councillor Dwayne Ripley** **Councillor Kathy Wells**
Staff Present	**Jason MacDonald, Chief Administrative Officer** **Dwayne Pike, Chief, Police Services** **Andrew Fisher, Director of Planning & Economic Development** **Jeff Bacon, Business Development Officer** **Sean Payne, Marketing & Communications Officer** **Natalie LeBlanc, Municipal Clerk** **Cindy Brown, Administrative Assistant**

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1. CALL TO ORDER
Mayor Small called the meeting to order at 6:00 p.m.

2. TERRITORIAL ACKNOWLEDGMENT
Mayor Small gave the Territorial Acknowledgement.

3. APPROVAL OF AGENDA / ACCEPTANCE OF MINUTES

3.1 Approval of Agenda
Moved By Deputy Mayor Chambers
Seconded By Councillor Davidson
To approve the agenda as circulated.

Motion Carried

3.2 Acceptance of Minutes

3.2.1 September 28, 2026
The Mayor called for any errors or omissions in the minutes. There being none, the minutes of the September 28, 2026, regular meeting were accepted as included in the agenda package.

4. REQUESTS FOR DECISION

4.1 Election of Deputy Mayor
Mayor Small called for nominations for the office of Deputy Mayor. Deputy Mayor Chambers nominated Councillor Wells. Mayor Small called for any other nominations. There being none, the following motion was made:
Moved By Deputy Mayor Chambers
Seconded By Councillor Davidson
That Councillor Wells be elected Deputy Mayor for a term beginning November 1, 2026, and expiring October 31, 2027.

Motion Carried

4.2 Council Committee Appointments
Moved By Deputy Mayor Chambers
Seconded By Councillor McManaman
That Council approve the following committee appointments effective November 1, 2026, to October 31, 2027:

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Mayor Small

- **North Tyndal Wellfield Advisory Committee**

Councillor Chambers

- **Planning Advisory Committee**

Councillor Davidson

- **Amherst Board of Police Commissioners (expiring Oct 31/28)**
- **Accessibility, Inclusion, Diversity and Equity Committee**

Councillor Furlong

- **Northern Region Solid Waste Committee**
- **Regional Emergency Management**

Councillor McManaman

- **Planning Advisory Committee**
- **North Tyndal Wellfield Advisory Committee**

Councillor Ripley

- **Planning Advisory Committee**
- **Intermunicipal Tourism Committee**
- **GFL Community Liaison Committee**
- **Regional Emergency Management**

Councillor Wells

- **Accessibility, Inclusion, Diversity and Equity Committee**
- **YMCA Board of Directors**
- **Cumberland Public Libraries Board**

AND FURTHER, that all members of Council are also appointed to the Committee of the Whole of Amherst Town Council and the Town of Amherst Audit Committee.

Motion Carried

4.3 Audit Committee Citizen Appointment

Moved By Councillor Wells
Seconded By Deputy Mayor Chambers
That Council re-appoint Jim Prince to the Town of Amherst Audit Committee for a two-year term expiring October 31, 2028.

Motion Carried

4.4 Audit Committee Terms of Reference Policy

Moved By Councillor Davidson
Seconded By Councillor Ripley
That Council repeal the existing Audit Committee Terms of Reference Policy #03000-05 and approve the new Audit Committee Terms of Reference Policy #03000-05.

Motion Carried

TITLE: **AUDIT COMMITTEE TERMS OF REFERENCE POLICY**
SECTION: **FINANCIAL MANAGEMENT**
POLICY NO: **03000-05**

APPROVAL DATE: _____ **CAO Signature:** _____

POLICY PURPOSE

This policy establishes the terms of reference for the Audit Committee.

AUDIT COMMITTEE PURPOSE

The objectives of the Audit Committee are to:

a. Help Council meet its fundamental responsibilities of protecting the municipal assets and managing operations as efficiently as possible:
b. Provide better communication between the auditor and Council, and promote better understanding of the audit process;
c. Enhance the external auditor's independent position;

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d. Increase the credibility and objectivity of the municipality's financial report; and
e. Strengthen the role of Council and committee members.

AUDIT COMMITTEE COMPOSITION

The Committee shall consist of all members of Council and two members of the public who are residents of the Town. The public members must not be a member of Council, employed by the Town, nor related to any member of Council or to an employee of the Town.

The public Committee members shall possess accounting, auditing, financial reporting and/or finance expertise. In instances in which qualified public committee members cannot be found other applicants will be considered.

When an Audit Committee does not include the public Committee appointments discussed above, the Audit Committee shall continue to meet and perform its duties and may exercise its powers; and the Town shall continue to advertise to recruit independent public committee members who meet the requirements set out in this policy every six months until the requirement is met.

Staff will provide support for the Committee but will not be voting members. Staff will be assigned by the Chief Administrative Officer.

Council shall appoint the public Committee members. All public Committee member appointments will be for two-year terms. The Mayor shall act as Chair and the Deputy Mayor shall act as Vice-Chair of the Committee.

Each Audit Committee member must complete training as prescribed by the Department of Municipal Affairs.

MEETING REQUIREMENTS

The Audit Committee shall meet at least four times a year.

There may, on occasion, be a need for the auditor to meet with the Audit Committee, without staff present. This would be accommodated through a request by either the Committee or the auditor to one another.

RESPONSIBILITIES AND FUNCTIONS

The responsibilities and functions of the Committee shall be as set out in Section 5(3)(e) of FRAM (Financial Reporting and Accounting Manual – Department of Municipal Affairs), a copy of which is attached in Appendix A.

Title/Role	Responsibilities
Director of Finance	Ensure policy is adhered to.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Repeal previous 2017 version of Audit Committee Terms of Reference Policy and replace with new Audit Committee Terms of Reference Policy,	Director of Finance	Council	

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4.5 Overtime Policy for Non-Union Employees
Moved By Councillor Furlong
Seconded By Councillor Wells
That Council approve the Overtime Policy for Non-Union Employees #04000-05 as reviewed with no amendments.

Motion Carried

TITLE: **OVERTIME POLICY – NON-UNION EMPLOYEES**
SECTION: **HUMAN RESOURCE MANAGEMENT**
POLICY NO: **04000-05**

APPROVAL DATE: March 27, 2023 **CAO Signature:** _____

POLICY STATEMENT
It is the policy of the Town of Amherst to provide and sustain appropriate staffing levels during normal working hours in order to reduce the necessity for overtime work. When employees are required to work extra time in addition to their normal working hours, it is the intent of the Town to provide fair compensation and they shall be compensated for such overtime as set out in this policy.

PURPOSE
The purpose of the overtime policy is to provide for the authorization, administration and compensation for overtime worked by non-union employees of the Town.

OBJECTIVE
The objectives of this policy are to:

1. Determine which employees are eligible for overtime;
2. Identify the methods of compensation for overtime;
3. Define the process for authorization and approval of overtime and;
4. Explain the administration and use of overtime earned.

ELIGIBILITY

1. All non-union casual employees, as per Appendix "B" of the Salary Administration Policy are eligible for overtime compensation in accordance with Nova Scotia Employment Standards legislation.
2. All non-union employees as indicated in Appendix "C" of the Salary Administration Policy, are eligible to receive compensation for hours worked in excess of their normal weekly hours of work.
3. Directors and the Deputy Chief of Police are not eligible for overtime. Reasonable compensatory time off based on straight time may be approved at the sole discretion of the CAO (for Directors) and the Chief of Police (for the Deputy Chief of Police).

APPLICATION

1. Overtime must be pre-approved by the applicable manager, except when emergency or urgent conditions prevent the ability to obtain advance approval.
2. Where possible and desirable, an employee's schedule may be adjusted to accommodate the need to work outside of normal working hours in an effort to keep the employee's total hours worked for the week within their usual number of hours thereby eliminating the need for overtime.
4. Department Directors will ensure workloads are managed appropriately to reduce the need for overtime and will exercise discretion in the utilization of overtime within their department.
5. Compensation for all overtime will be via time off in lieu. All overtime worked shall be banked into the employee's overtime bank at the applicable rates set out below. Every reasonable effort will be made to provide time off in lieu at a mutually agreeable time between the employee and their manager however, time off may be scheduled by the applicable manager if required.
6. Overtime hours accumulated in an employee's overtime bank shall not be paid out unless expressly approved and at the sole discretion of the CAO, or upon resignation/retirement/termination of employment.
7. Overtime may be paid out to non-union Fire Department personnel in exceptional circumstances whereby time off interferes with operational continuity, at the discretion of the Fire Chief.
8. Employees are permitted to bank a maximum of one-week of earned overtime hours, based on their usual number of hours worked in a week (i.e 35 hours/week). This limit may be increased at the sole discretion of the CAO when a plan is in place to utilize the banked hours at a later date.
9. Non-union Firefighters whose regular work schedule consists of one shift worked (24 hours) followed by three shifts off (72 hours), are permitted to bank no more than three (3) worked shifts in their overtime bank (i.e 108 hours).
10. Once the maximum number of overtime hours has been reached, the manager and employee will establish an appropriate plan to use the banked hours within a reasonable amount of time. Time off to reduce non-union Firefighter and Fire Inspector overtime banks will be at the sole discretion of the Fire Chief in order to ensure continuity in operations.
11. Time spent travelling to/from or in attendance at conferences or training courses is not eligible for overtime compensation.
12. Unused overtime hours at December 31 may be carried forward upon approval of the CAO, however an employee's overtime time bank shall not exceed the maximum allowable number of hours as set forth in this policy.
13. Employees are not permitted to work through the lunch hour in order to bank overtime.

RATES
Employees who are eligible for overtime shall be compensated at the following rates:

a. Non-union casual employees, as indicated in Appendix "B" of the Salary Administration Policy, shall be compensated for overtime in accordance with Nova Scotia Employment Standard legislation.
b. Non-union employees, as indicated in Appendix "C" of the Salary Administration Policy, shall bank the hours worked in excess of their regular number of hours worked in a day at 1.5x.
c. Employees who may be required to work on a holiday will receive overtime compensation in accordance with Nova Scotia Employment Standard legislation, if eligible for holiday pay.

CALL-IN
Employees who have left their workplace at the end of a regular day's work and are called back to perform unscheduled work before their next scheduled day of work shall be compensated for a minimum of three (3) hours, or the actual hours worked, at 1.5x their regular rate of pay, whichever is greater, to be banked and taken as time off in lieu.
Due to the ability to monitor and check on alarms from remote locations with available technology, Public Works employees will not be paid overtime unless they are required to report to work to resolve the issue.
Fire Inspectors who are called in while off-shift for emergency response shall be compensated at 1.5x their regular rate of pay for a minimum of three (3) hours, or actual hours worked, whichever is greater. Call in hours may be banked into the employee's overtime bank at 1.5x or paid out if so requested, at the discretion of the Fire Chief.

ON-CALL
Employees required to be on-call on a scheduled basis, such as Public Works non-union supervisors/managers, will be compensated at 1.5x their regular rate of pay for time worked only.

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ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	The Chief Administrative Officer will: a. Review, on a timely basis, all employee requests to be paid out overtime, to exceed the allowable limits of banked overtime and all requests to carry-forward overtime balances at year-end.
HR Administrator	The HR Administrator will: a. Monitor overtime records in employee's banks to ensure compliance with the Overtime policy.
Directors and Managers	Directors and Managers will: a. Strictly monitor overtime to ensure compliance with this policy; b. Thoughtfully plan the workload for their department to ensure the need for overtime is limited and only occurs when unavoidable and operational deadlines require it.
Employees	Employees will: a. Endeavor, as much as possible, to complete all work assigned within normal working hours; b. When overtime hours are required, seek prior approval from their manager before working overtime hours; c. Limit the amount of overtime hours worked so as to achieve a healthy balance between their work and personal lives.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Policy Review	Crossman: Director, HR and Customer Services	Council	March 27, 2023

MINUTES REFERENCE DATE

March 25, 1996 November 27, 2006

4.6 North Tyndal Wellfield Advisory Committee Policy
Moved By Councillor McManaman
Seconded By Councillor Furlong
That Council approve the North Tyndal Wellfield Advisory Committee Policy #31700-05 with no amendments.

Motion Carried

TITLE: **North Tyndal Wellfield Advisory Committee Policy**
SECTION: **Engineering and Public Works Services**
POLICY NO: **31700-05**

APPROVAL DATE: March 27, 2023 **CAO Signature:** _____

1. ADVISORY COMMITTEE
There shall be a Committee which shall consist of six members appointed in the manner hereinafter set out and which shall be known as the "North Tyndal Wellfield Advisory Committee"

2. DEFINITIONS
(a) "Committee" means the North Tyndal Wellfield Advisory Committtee;
(b) "County Council" means the Council of the Municipality of the County of Cumberland;
(c) "Town Council" means the Council of the Town of Amherst.

3. MEMBERSHIP SHALL CONSIST OF
(a) Two members of the Town Council appointed by resolution of Town Council;
(b) Two members of the County Council appointed by resolution of County Council;
(c) Two members of the public, one appointed by each Council by resolution, and preferably residents or landowners in the water recharge area;
(d) Resources shall include staff from the Town of Amherst, the Municipality of the County of Cumberland and Provincial Departments as required.

4. TERMS OF MEMBERSHIP
(a) Members shall serve for a term of one year, with appointments being made annually in March. . All members shall be eligible to be reappointed.
(b) When a member of the Committee ceases to be a member of a Council, his or her term on the Committee will be terminated.

5. QUORUM
Three members of the Committee will constitute a quorum.

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6. CHAIR

At the first meeting of the Committee held each fiscal year, a Chair and a Vice-Chair shall be elected from among the members who shall hold office until their successors are elected.

7. THE ROLE OF THE NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE SHALL BE:

(a) To advise the Councils on policy issues to do with the protection of the groundwater quality.
(b) To advise the Water Utility on operating policy issues as contained in the Groundwater Protection Strategy and Management Plan.
(c) To ensure effective integration of current and proposed provincial government legislation through representation by staff from provincial departments.
(d) To update the current Groundwater Protection Plan.

8. THE ROLE OF THE AMHERST WATER UTILITY SHALL INCLUDE:

(a) Acting as the operating arm for the North Tyndal Wellfield including execution of all management functions;
(b) Providing funding for the work of this Committee in the protected water area.

9. MEETINGS

Meetings of the Committee shall be held as required, at least once in every fiscal year. The Director of Operations in consultation with the Chair may convene a meeting of the Committee at any time provided seven days advance written notice is given.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	Shall, in consultation with the Chair and Clerk, schedule meetings as required.
Clerk	Advertise annually for a citizen appointment,
Council	Appoint a member annually, and review the policy as required.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Title / Annual meeting requirement Changes	Clerk, LeBlanc	Council	March 27, 2023

Minutes reference date: 26 May 2014

4.7 Adopt-A-Garden Policy

Moved By Deputy Mayor Chambers
Seconded By Councillor McManaman
That Council repeal the Adopt-A-Garden Program Policy #64000-04 and approve the adoption of the new Community Green Space Partnership Policy #64400-01.

Motion Carried

TITLE: **COMMUNITY GREEN SPACE PARTNERSHIP POLICY**
SECTION: **PARKS MANAGEMENT**
POLICY NO.: **64400-01**

APPROVAL DATE: _____ **CAO Signature:** _____

PURPOSE

The Town of Amherst recognizes the value of community involvement in the beautification and enhancement of Town-owned green spaces.

The purpose of this policy is to provide opportunities for individuals, businesses, organizations and community groups to participate in the care and enhancement of Town-owned green spaces in partnership with the Town.

SCOPE

This policy applies to individuals, businesses, organizations and community groups wishing to undertake approved planting, landscaping, beautification or maintenance activities within Town-owned green spaces.

Partnerships under this policy are voluntary and are subject to approval by the Chief Administrative Officer (CAO) or designate.

POLICY STATEMENT

The Town supports community partnerships that contribute to the care, improvement and beautification of Town-owned green spaces.

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Requests to establish a partnership may be approved by the CAO or designate. Each approved partnership will be documented through a Memorandum of Understanding (MOU) between the Town and the participating party.

The MOU will identify the location, approved activities and responsibilities of each party and may address matters such as:

- Planting, landscaping and other improvements;
- Ongoing maintenance and general upkeep;
- Responsibility for plants, materials, labour and costs;
- Signage or recognition;
- Health, safety and operational requirements;
- Duration and termination of the partnership; and
- Any other conditions considered appropriate by the Town.

Any contribution of Town labour, materials or other resources will be subject to approval and available Town resources and budgets.

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Operations	• Ensure the policy is reviewed periodically and updated as needed to reflect changes in best practices and ensure it meets the needs of the Town. • Be able to interpret and explain policy content
Council	• Review Policy recommendations for approval consideration (approve, reject or edit)

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New policy to replace the Adopt-a-Garden Policy	Director of Operations	Council	

Minutes Reference Dates:

4.8 <u>Road Trails Designation By-law 2nd Reading</u>

As Councillor Wells was not in attendance at the public meeting, she did not vote on this item.

Moved By Councillor Ripley
Seconded By Councillor Furlong
That Council give Second Reading of the proposed Road Trails Designation By-law.

Against (2): Deputy Mayor Chambers, and Councillor Davidson

Motion Carried

TITLE: ROAD TRAILS DESIGNATION BY-LAW
SECTION: PLANNING SERVICES
BYLAW NO: P-10

APPROVAL DATE: _____ CAO Signature: _____

1. **SHORT TITLE**

   This By-law is entitled Road Trails Designation By-law

2. **DEFINITIONS**

   In this By-law:

   a) "Highway" means a means a highway as defined by section 3 of the Road Trails Act;

   b) "Town" means the Town of Amherst.

   c) "Road Trail" means a road trail as defined by section 3 of the Road Trails Act.

3. **OPERATION ON ROAD TRAIL**

   Notwithstanding section 11 of the Motor Vehicle Act, a driver may operate an all-terrain vehicle, a dirt bike, or another off-highway vehicle of a class prescribed by the regulations, on a highway or part of a highway that is designated as a Road Trail under this By-Law if the driver meets all requirements of under the Road Trails Act and the Off-Highway Vehicles Act.

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4. **DESIGNATION**
The Town hereby designates the portion of Eddy Street between and including 60 Eddy Street and 8 Eddy Street as a Road Trail pursuant to section 5(2) of the Road Trails Act:

For Administrative Use Only:

Road Trails Designation Bylaw P-10 Adoption	
First reading:	June 22, 2026
Notice of Intent:	October 8, 2026
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
Director of Planning & Economic Development	New By-law	

Minutes reference date:

4.9 Regional Emergency Management Organization (REMO) By-law 2nd Reading
Moved By Councillor Furlong
Seconded By Councillor Davidson
That Council give Second Reading of the Regional Emergency Management Organization (REMO) Bylaw.

Motion Carried

TITLE: **REMO Emergency Management Bylaw**
SECTION: **Protective Services**
BYLAW NO: **C-15**

APPROVAL DATE: _____ **CAO Signature:** _____

1. This by-law is titled “REMO Emergency Management By-law C-15”.

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Part 1 Purpose

The Nova Scotia *Emergency Management Act* requires municipalities to adopt a Municipal Emergency Management By-law with the aim of establishing a municipal emergency management organization and preparing and approving emergency management plans. This by-law will allow for the Town of Amherst to work with neighboring municipal units of the Municipality of the County of Cumberland and the Town of Oxford to develop coordinated plans on a regional level which will better serve residents.

Part 2 Definitions

2.1 **Act** means the *Emergency management Act, S.N.S. 1990, c,8;*

2.2 **Agreement** means the Agreement entered into in accordance with Clause 10(1)(a) of the Act, among the Municipality of the County of Cumberland, the Town of Amherst and the Town of Oxford dated April 1, 2026 attached as Appendix A.

2.3 **Alternate Regional Emergency Management Coordinator (Alternate REMC)** means the person charged to back up or replace the Regional Emergency Management Coordinator during all phases of emergency planning.

2.4 **Council** means the Council of a municipality, town or village.

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2.5 **Emergency** means a present or imminent event in respect of which the Minister or a Municipality, as the case may be, believes prompt co-ordination of action or regulation of persons or property must be undertaken to protect property or the health, safety, or welfare of people in the municipality/municipalities.

2.6 **Emergency Management** means the prevention and mitigation of preparedness for, response to and recovery from emergencies.

2.7 **Mayor** means a Mayor of one of the municipal units being a party to the Agreement.

2.8 **Municipalities** means the three municipal units being parties to the Agreement.

2.9 **Regional Emergency Management Advisory Committee** means the Committee, sometimes referred to as the Executive Committee, established pursuant to the Agreement, and as required by Clause 10(1)(d) of the Act.

2.10 **Regional Emergency Management Coordinator (REMC)** means the person appointed by Council, and in accordance with the Agreement, as required by Clause 10(1)(c) of the Act.

2.11 **Regional Emergency Management Organization (REMO)** means the organization established by the Agreement, and as required by Clause 10(1)(b) of the Act.

2.12 **Regional Emergency Management Planning Committee** the Committee established by the Agreement responsible for recommending policy and procedures to the Executive Committee for maintaining a reasonable state of preparedness for emergencies.

2.13 **Regional Emergency Management Plans** means plans, programs or procedures prepared by the Regional emergency Management Organization that are intended to mitigate the effects of an emergency or a disaster and to provide for the safety, health, or welfare of the civil population and property in the event of such an occurrence, as set out in Clause 2(d) of the Act.

2.14 **State of Local Emergency** means a state of local emergency declared by a Municipality pursuant to the Act and the Regulations made pursuant thereto, and this By-Law.

Part 3 Regional Emergency Management Organization

3.1 Council hereby establishes a Regional Emergency Management Organization (REMO), and shall create an intermunicipal agreement with its partners, specifying funding, governance, and other requirements of Councils.

3.2 The Regional Emergency Management Organization shall consist of the following persons and committees:

3.2.1 The Regional Emergency Management Advisory Committee (Advisory Committee);

3.2.2 The Regional Emergency Management Coordinator (REMC);

3.2.3 The Regional Emergency Planning Committee (Planning Committee)

3.2.4 Alternate Emergency Management Coordinator (Alternate REMC).

Part 4 Regional Emergency Management Advisory Committee

4.1 Councils shall appoint representatives to the Advisory Committee in accordance with the Agreement.

4.2 Council's representatives on the Advisory Committee shall always include the Mayor of the Municipal unit being represented and the number of representatives from each Municipal unit shall be in accordance with the numbers set forth in the Agreement.

4.3 The Advisory Committee shall, on behalf of REMO:

4.3.1 Approve REMO plans and policies;

4.3.2 Recommend the annual budgets to Council:

4.3.3 Provide direction to the REMC and the Planning Committee, as deemed appropriate by the Advisory Committee from time to time;

4.3.4 Brief Council on the development and approval of REMO plans and policies whenever required to do so by Council;

4.3.5 Brief Council on developments during a State of Local Emergency when deemed necessary.

Part 5 Regional Emergency Management Coordinator

5.1 The REMC and Alternate Coordinator shall be appointed in accordance with the Agreement.

5.2 The REMC shall:

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5.2.1 Be responsible to appoint a Chair of the Planning Committee;

5.2.2 Coordinate and prepare REMO plans, training, and exercises;

5.2.3 Be responsible for on-going public education programs related to emergency preparedness;

5.2.4 Following the activation of the REMO Plan or a declaration of state of local emergency, coordinate municipal operations with those of the provincial and federal governments during a declared emergency;

5.2.5 Ensure all emergency operations centers and equipment are fully operational;

5.2.6 Advise the Department of Emergency Management of any real or anticipated event or emergency as required by the Act.

5.2.7 Perform such other duties as may be required by the Advisory Committee.

Part 6 Regional Emergency Planning Committee

6.1 The Planning Committee, as per the Agreement, shall be comprised of the REMC, the Alternate REMC and representatives as set forth below.

6.2 The Planning Committee may include, but not limited to, persons responsible during an emergency to provide:

6.2.1 Local Law Enforcement;

6.2.2 Ground Search and Rescue;

6.2.3 Fire Services;

6.2.4 Municipal Public Works representatives;

6.2.5 Provincial OSD and Red Cross;

6.2.6 Provincial Department of Health and Wellness;

6.2.7 Regional Housing Authority;

6.2.8 Emergency Health Services;

6.2.9 Provincial Department of Natural Resources;

6.2.10 Provincial Department of Public Works;

6.2.11 Telecommunications;

6.2.12 Public Information Services;

6.2.13 Department of Emergency Management

6.3 The Planning Committee shall:

6.3.1 Assist the Coordinator in the preparation and coordination of REMO Plans, to maintain a reasonable state of preparedness for emergencies.

6.3.2 Formulate policy and procedure recommendations, planning, training, and exercises.

Part 7 Alternate Regional Emergency Management Coordinators

7.1 The Alternate Regional Emergency Management Coordinators appointed in accordance with the Agreement shall:

7.1.1 Participate in Planning Committee meetings as required by the REMC;

7.1.2 Participate in training, exercises, and responses to emergencies as required by the REMC.

Part 8 Agreements

8.1 Council hereby agrees that the Advisory Committee may enter into agreements with the Government of Canada, the Province of Nova Scotia, a Municipality, or any other person or organization, for the provision of services in the development and implementation of Regional Emergency Management Plans.

Part 9 Budget Considerations

9.1 The Municipalities shall share the normal operational costs of the REMO based on an annual budget divided proportionally based upon a blended formula including uniform assessment, population, and

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equal shares, in accordance with Clauses 31, 32 and 33 of the Agreement.

Part 10 Declaration of a State of Local Emergency

10.1 Council may, when satisfied that an emergency exists or may exist in all or any area of its own Municipality, declare a State of Local Emergency in respect of their own Municipality or an area thereof.

10.2 If any of the Councils are unable to act promptly under Section 12(2), the Mayor of the Municipality of the County of Cumberland, the Mayor of the Town of Amherst or the Mayor of the Town of Oxford may declare a State of Local Emergency, subject to Section 12(3) of the Act, in respect of their own Municipality or a portion thereof.

If both the Mayors and Councils of the Municipalities are unable to act promptly to declare a State of Local Emergency in their own jurisdiction under Section 15(2) of the Act, any one of the Mayors may, subject to the provisions of Sections 12(2) and 12(3) of the Act, declare a State of Local Emergency in regards to an emergency that exists or may exist in all or within any area of the Municipalities or portion thereof.

After signing a declaration or termination of a State of Local Emergency or the issuance of an order under Section 14 of the Act, Council shall immediately communicate or publish details on the municipal website or by the means most likely to inform the affected residents.

Part 11 Duties During an Emergency

11.1 Following the activation of any Regional Emergency Plan or a declaration of a state of local emergency:

11.1.1 The Mayor shall immediately forward a copy of the declaration and any renewals thereof to the Minister.

11.1.2 Every Councilor shall advise the Coordinator and Mayor as to their location and how they may be contacted.

11.1.3 Every employee and agent of the Municipality who has a role in such emergencies as assigned in the Regional Emergency Management Plans, shall:

11.1.3.1 Advise the REMC of their location and how they may be contacted; and

11.1.3.2 fulfill such duties described in the emergency operational plan.

Part 12 Repeal

12.1 This by-law repeals and replaces Regional Emergency Management By-Law C-08.

For Administrative Use Only:

REMO Emergency Management Bylaw in the Town of Amherst Adoption	
First reading:	September 28, 2026
Notice of Intent:	
Second Reading:	
Notice of Publication and Effective Date of Bylaw:	
Notice to Service Nova Scotia & Municipal Relations:	

VERSION LOG

Bylaw Owner	Amendment Description	Council Approval Date
CAO	New By-law	

Minutes reference date:

4.10 <u>Exit 1 Concert Community Support Grant</u>
Moved By Councillor Davidson
Seconded By Councillor McManaman

DRAFT

That Council give approval for the Amherst Events Committee of the Amherst Downtown Business Association to keep the profits realized from the Exit 1 concert.

Motion Carried

4.11 <u>Nova Scotia Community College Bursary</u>
Moved By Councillor Wells
Seconded By Deputy Mayor Chambers
That Council approve the new Nova Scotia Community College Bursary agreement and authorize the CAO to sign on behalf of the Town of Amherst.

Motion Carried

BURSARY AGREEMENT

Between: Town of Amherst (“Donor”) AND: Nova Scotia Community College (“NSCC”)
Gift Amount: $ 45,000: 3 year pledge of $15,000 per year **Upon pledge completion, future contribution will be evaluated by the Donor.*
Term: June 2027 – April 2030
PAYMENT DETAILS 06/01/2027 06/01/2028 06/01/2029
Termination: Either party may terminate this Agreement by providing a minimum 3 months’ written notice of its intent to do so.
Bursary: Town of Amherst Community Award
about: The Town of Amherst Community Award was created to support residents of the Town of Amherst in their pursuit of a post-secondary education through the Nova Scotia Community College. The Town of Amherst recognizes that many students have financial barriers when pursuing their dreams of furthering their education. The Town created this award to help ease this burden.

DRAFT

Purpose:

The Town of Amherst created this award to support students from Amherst with financial need as they pursue a post-secondary education. This award will provide financial assistance in the form of an award to eligible Students ("Student Recipient") who meet the criteria defined below.

Programs:

Applicants must be enrolled full-time or part-time in a program at NSCC.

Application Criteria:

Applicants must:

1. Student must be a resident of the Town of Amherst for at least the past year (this must be referenced in their essay)
2. Demonstrate financial need;
3. Submit a brief essay describing why they are the best candidate for the award which would touch on the fact that they have been a resident of the Town of Amherst for at least the past year.

**If there are not sufficient students with significant need in any given year that meet the requirement the amounts must be held in reserve for future use of students who meet the above requirements*

Award value:

$2,000 x 7 recipients per year

**For year one, $1,000 will be carried-over to the following year.*

AWARD TERM:

	Fall Award (supports students during their academic studies)
Awards posted, open for student applications	September
Applications close	October
Committees select recipients and inform Student recipients	October-November
Students receive funding in time for their tuition payments	January
Inform donor of the recipient(s)	February-March

Selection Process:

Conducted by NSCC

Administration of award:

Conducted by NSCC

donor Contributions:

- Upon receipt of a written pledge reminder from NSCC, the Donor will provide to NSCC an annual amount of $15,000 over three years, as outlined in Payment Details section.
- The Donor may renew this Agreement prior to the expiration of the Term and any such renewal will contain an updated Payment Details section and the Maximum number of applicants as determined by Donor.

Recipient Award:

NSCC will provide the Award to the Student Recipient in the form of an education financial credit ("Education Credit") which shall be applied directly to the Student Recipient's NSCC account.

Communication:

NSCC will communicate with Donor at regular intervals and at any time upon request of Donor regarding the administration of the Donor Program and the Award provided to any Student Recipient.

STEWARDSHIP:

The Donor will receive regular communications from the NSCC Foundation including:

- Quarterly newsletters
- Award recipient profiles
- Annual Report

DRAFT

Recognition:
Name to be used on promotional materials: **Town of Amherst**

NSCC will recognize **Donor** in the following manner, and section may be amended at any time by Donor:

____ It is the preference of **Donor** to be an anonymous **Donor**. The Donor wishes not to be publicly recognized.

____ NSCC and the NSCC Foundation have permission to acknowledge **Donor** and the amount of this agreement in NSCC and the NSCC Foundation promotional and thank you materials.

Contact information:	**NSCC FOUNDATION:**
Town of Amherst Sharon Bristol Director, Community Living 98 Victoria Street East PO Box 516 Amherst, NS B4H 4A1 902-694-2463 sbristol@amherst.ca	Contact: Ben Trenaman, Development Officer Address: 5685 Leeds Street, PO Box 1153 Halifax, NS B3J 2X1 Phone: 902-489-5699 Email: ben.trenaman@nscc.ca

Signed by the parties:
The parties agree to this Agreement and are duly authorized to sign this Agreement.

Organization: Town of Amherst

Per: Date

NOVA SCOTIA COMMUNITY COLLEGE FOUNDATION:

Per: Ashley Power, Executive Director Date

Each Party to receive a fully executed copy of this agreement.

DRAFT

4.12 Diwali Community Support Grant
Moved By Councillor McManaman
Seconded By Councillor Wells
That Council approve $2,500 for the Diwali event to be held on November 14, 2026, to be funded from the Community Support Grant budget.

Motion Carried

4.13 Land Use Bylaw / Municipal Planning Strategy Amendments First Reading
Moved By Councillor Ripley
Seconded By Councillor Wells
That Council give First Reading of Bylaw MPSA-26-01 to amend the Municipal Planning Strategy, and Bylaw LUBA-26-01 to amend the Land Use Bylaw P-2, and further, to schedule a Public Hearing for Monday, March 8, 2027, at 5:00 p.m. in Council Chambers.

Motion Carried

TITLE: **By-law to Amend the Municipal Planning Strategy**
SECTION: **Municipal Planning Strategy**
BYLAW NO: **MPSA-26-01**

1. **SHORT TITLE**

   This By-law is entitled the By-law to Amend the Municipal Planning Strategy.

2. After Municipal Planning Strategy section 6.2.4 Amendment to the Land Use Bylaw, Policy 6-13, add section 6.2.5 as follows:

6.2.5 Emergency Shelters, Wet Sites, and Supervised Consumption Sites

Council recognizes the role of emergency shelters, wet sites, and supervised consumption sites in addressing homelessness and substance use. Council also recognizes that these uses may have distinct operational and land use characteristics requiring further consideration to determine appropriate locations and development standards. Council intends to establish separate definitions for these uses and temporarily restrict their establishment while undertaking a review of their appropriate regulation.

Policy 6-14A: Council shall, through the Land Use Bylaw, establish separate definitions for Emergency Shelter, Wet Site, and Supervised Consumption Site, exclude these uses from the definition of Supportive Housing, and, notwithstanding other policies of this Strategy respecting permitted uses, prohibit their establishment in all zones pending further planning review.

Policy 6-14B: Council shall undertake a review of these uses to determine appropriate land use permissions, locations, approval processes, and development standards, having regard to land use compatibility, access to services, applicable legislation, and community consultation.

Policy 6-14C: Council shall complete the review and consider any necessary amendments to the Municipal Planning Strategy and Land Use Bylaw within six months of the effective date of this amendment. Until further amendments are adopted, the interim restrictions shall remain in effect, subject to applicable statutory protections for existing lawful uses.

For Administrative Use Only:

By-law to Amend the Municipal Planning Strategy MPSA-26-01 Adoption	
First reading:	October 26, 2026
Notice of Intent:	
Public Hearing:	
Second Reading:	
Notice to Provincial Director of Planning:	
Notice of Publication:	

TITLE: **By-law to Amend the Land Use By-law P-2**
SECTION: **Land Use By-law P-2**
BYLAW NO: **LUBA-26-01**

1. **SHORT TITLE**

   This By-law is entitled the By-law to Amend the Land Use Bylaw LUBA-26-01

2. Add the definition for Emergency Shelter to section 1.1 of the Town of Amherst Land Use Bylaw P-2 as follows:

   41A. **Emergency Shelter** means a building or part of a building used to provide temporary overnight accommodation to persons experiencing homelessness or in need of emergency housing that is operated by staff on a twenty-four-hour basis, and which may include communal sleeping areas, washrooms, laundry facilities and meal services.

3. Add the definition for Supervised Consumption Site to section 1.1 of the Town of Amherst Land Use Bylaw P-2 as follows:

   113A. **Supervised Consumption Site** means a building or part of building used for the consumption of controlled substances by individuals under the supervision of trained staff, operating by an exemption granted under the federal Controlled Drugs and Substances Act, and which may include the provision of sterile consumption equipment, overdose prevention, and referrals to health and social services.

4. Add the definition for Wet Site to section 1.1.1 of the Town of Amherst Land Use Bylaw P-2 as follows:

   121A. **Wet Site** means an emergency shelter in which the consumption of alcoholic beverages and/or illegal substances by residents is permitted in accordance with applicable federal and provincial legislation.

DRAFT

5. Amend the definition of Supportive Housing in section 1.1.1.39(o) of the Town of Amherst Land Use Bylaw P-2 as follows:
   o) **Supportive Housing** means a community-based group living arrangement for individuals with social, emotional, legal, mental and/or physical handicaps or problems, that is developed for the wellbeing of its residents through self-help, professional care, guidance and supervision unavailable in the resident's own family, as an institution or in an independent living situation~~. A group care facility~~ **that** is licensed, funded or approved by the Province of Nova Scotia, **but does not include a Supervised Consumption Site, Emergency Shelter, or Wet Site.**

For Administrative Use Only:

By-law to Amend the Land Use By-law LUbA-26=01 Adoption	
First reading:	October 26, 2026
Notice of Intent:	
Public Hearing:	
Second Reading:	
Notice to Provincial Director of Planning:	
Notice of Publication:	

Moved By Councillor Davidson
Seconded By Councillor Ripley
That Council direct the CAO to write to the Ministers of Health and Wellness, Justice, Community Services and Municipal Affairs requesting confirmation as to whether the opinions and advice expressed in the Nova Scotia Department of Health and Wellness letter dated October 2, 2026, including comments regarding potential human rights implications associated with limiting the location of emergency shelters and similar uses, represent the official position of their departments and the Province of Nova Scotia.

Motion Carried

4.14 STORM Program Funding Application
Moved By Deputy Mayor Chambers
Seconded By Councillor Furlong
That Council approve the submission of an application to the Stormwater Transformation Optimization and Resilience for Municipalities Program for the development of a Town-wide Stormwater Management Plan and authorize the CAO to submit the application on behalf of the Town.

Motion Carried

4.15 Stadium Ice Plant Replacement and Capital Budget Amendment
Moved By Councillor Davidson
Seconded By Councillor McManaman
That Council award the Stadium Refrigeration Plant Replacement RFP to Black & McDonald in the amount of $1,533,625 plus applicable taxes, as the highest scoring proponent in accordance with the evaluation criteria set out in the RFP; and further, that Council amend the 2026/27 General Capital Budget for the Stadium Refrigeration Plant Replacement from $1,500,000 to $1,850,000 to be funded by long-term debt.

Motion Carried

4.16 4 Ratchford Street
Moved By Councillor Wells
Seconded By Councillor Furlong
That Council declare surplus an approximately 680 square metre portion of green space located at 4 Ratchford Street (PID 25028713) between Havelock Street and the southern edge of the public parking lot, and further that staff be directed to sell the subject land by auction.

Motion Carried

DRAFT

4.17 <u>Emergency Shelter</u>
Moved By Councillor Ripley
Seconded By Councillor Wells

WHEREAS the Town of Amherst is committed to ensuring the safety, health, and well-being of all residents, business owners, and vulnerable community members; and

WHEREAS emergency shelter services in Amherst currently face operational and spatial challenges that impact both shelter occupants and the surrounding neighbourhood; and

WHEREAS modern best practices in addressing homelessness demonstrate that emergency shelter beds must be paired with comprehensive on-site wraparound supports; including mental health services, addiction treatment, social work, life-skills training, and pathways to permanent housing; which the current location cannot adequately accommodate; and

WHEREAS housing, shelter operations, and healthcare supports fall under the jurisdiction and funding responsibilities of the Province of Nova Scotia;

THEREFORE BE IT RESOLVED that the Council of the Town of Amherst direct the Mayor to write a formal request to the Minister of Community Services and the Minister of Health and Wellness, requesting that the Province of Nova Scotia:

1. **Relocate the existing emergency shelter to a more suitable, purpose-built or appropriately adapted location within or adjacent to the municipality;**
2. **Design and Fund the new facility as a supportive housing and recovery hub that integrates 24/7 staffing, mental health and addictions support, primary healthcare access, and case management services; and**
3. **Establish a Joint Working Group comprising of representatives from the Department of Community Services, Nova Scotia Health, the Town of Amherst, local service providers, and community stakeholders to identify appropriate site options, capital requirements, and a transition timeline.**

AND FURTHER, regardless of the actual location of the shelter in Amherst: The Province of Nova Scotia consider directly operating all emergency shelters throughout the province with provincial employees, establishing clear responsibility for service delivery, safety and accountability. Where independent organizations continue to operate provincially funded shelters:

a) the Province of Nova Scotia should require and enforce consistent operating standards which include measurable obligations and consequences for persistent non-compliance. Province-wide standards should address staffing and training, admission practices, substance use on site (and nearby), emergency response, incident reporting, complaint resolution and cooperation with municipalities. Shelters must offer a safe environment for people seeking assistance, including those recovering from addiction. Policies must clearly address drug use and illegal activity on shelter premises, with appropriate responses that protect shelter users, staff and the surrounding community.

b) A provincial shelter inspection and compliance function should be created that includes regular and unannounced inspections, operational audits and timely investigation of complaints.

c) Designated provincial staff should also serve as community liaisons, working with municipalities, shelter operators, residents and businesses to identify impacts, establish mitigation measures and monitor results. This would provide a clear point of accountability when concerns remain unresolved.

DRAFT

The Town of Amherst would welcome a discussion about whether properties such as Gables Lodge in Amherst could be suitable for a provincially operated inpatient treatment facility. This would require an assessment of ownership, availability, physical suitability, staffing and community impacts.

Motion Carried

Moved By Councillor Davidson
Seconded By Councillor Ripley
To amend the motion to replace #1 "Relocate the existing shelter to a more suitable, purpose-built or appropriately adapted location within or adjacent to the municipality;"

With the following:

"Immediately provide operational oversight with the existing emergency shelter and locate the shelter in a site consistent with the outcome of the ongoing MPS/LUB review."

AND FURTHER, to amend the motion to replace #2 "Design and Fund the" with "Design and Fund a"…

Motion Carried

5. INTERNAL COMMITTEE REPORTS

5.1 **Planning Advisory Committee - Ripley**
Information item only; included as part of the agenda package.

5.2 **Amherst Youth Town Council - Avery Hoeg-Burbine**
Information item only; included as part of the agenda package.

6. EXTERNAL COMMITTEE REPORTS

6.1 **Cumberland YMCA - Wells**
Information item only; included as part of the agenda package.

6.2 **Northern Region Solid Waste Management - Furlong**
Information item only; included as part of the agenda package.

7. ADJOURNMENT

Mayor Small thanked Deputy Mayor Chambers for his representation as Deputy Mayor during the past year.

He also congratulated Mount Allison University on the new Bachelor of Education degree program.

He further congratulated Azula for being elected Pet Mayor for the next year.

Mayor Small wished everyone a safe Halloween.

There being no further business, Mayor Small adjourned the meeting.

_____
Natalie LeBlanc
Municipal Clerk

_____
Robert Small
Mayor

DRAFT

SYNOPSIS

Appointment of Members of Council to External Boards, Committees and Commissions Policy

At the October 26, 2026, regular meeting, Council made the annual appointments of members to external Boards, Committees and Commissions. Council did not make an appointment to the board of the Lillian Allbon Animal Shelter has it was felt one was not needed as the Town's financial commitment to the construction of the new shelter has concluded. The policy should now be amended to reflect this decision.

It was also realized after the appointments were made that the recently approved REMO Inter-Municipal Emergency Services Agreement specifies in section 16 that the Mayor shall be appointed to the REMO Advisory Committee.

MOTION:
That Council approve the amendments to Appendix A of the Appointment of Members of Council to External Boards, Committees & Commissions to remove the Lillian Allbon Animal Shelter, and further amend the appointments made at the October 26, 2026, regular meeting to rescind Councillor Ripley's appointment to the REMO Advisory Committee and appoint Mayor Small as per section 16 of the new REMO Agreement.

AMHERST TOWN COUNCIL
RFD# 2026111
DATE: November 23, 2026

TO:	Mayor Small and Members of Amherst Town Council
SUBMITTED BY:	Natalie LeBlanc, Municipal Clerk
DATE:	November 23, 2026
SUBJECT:	Appointment of Members of Council to External Boards, Committees and Commissions Policy

ORIGIN: October 2026 Council appointments to External Boards, Committees and Commissions

LEGISLATIVE AUTHORITY: Section 24 of the Municipal Government Act provides the statutory authority to Council with respect to standing, special and advisory committees.

RECOMMENDATION: That Council approve the amendments to the Appointment of Members of Council to External Boards, Committees & Commissions Policy, and further amend the appointments made at the October 26, 2026, regular meeting to rescind Councillor Ripley's appointment to the REMO Advisory Committee and appoint Mayor Small as per section 16 of the new REMO Agreement.

BACKGROUND: At the October 26, 2026, regular meeting, Council made the annual appointments of members to external Boards, Committees and Commissions. No appointment was made to the Lillian Allbon Animal Shelter.

It was also realized after the appointments were made that the recently approved REMO Inter-Municipal Emergency Services Agreement specifies in section 16 that the Mayor shall be appointed to the REMO Advisory Committee.

DISCUSSION: Appendix A of the Appointment of Members of Council to External Boards, Committees and Commissions Policy still lists the L.A. Animal Shelter Board as a Committee Council will appoint a member to.

The proposed amendments to this policy include removing the L.A. Animal Shelter from Appendix A and, as per the new REMO agreement, add that the Mayor shall be an appointee to the REMO Advisory Board.

As per Section 9(2) and (4) of this policy, the updated list of external bodies without Council appointment is attached for Council's annual review.

FINANCIAL IMPLICATIONS: There are no financial implications arising from these proposed amendments.

COMMUNITY ENGAGEMENT: There has been no community engagement. The L.A. Animal Shelter has been notified that no Council appointment to their Board was made.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications.

ALTERNATIVES: Do not approve the policy as amended and recommend alternative amendments.

ATTACHMENTS: 1. Appointment of Members of Council to External Board, Committees & Commissions with proposed amendments.

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS**
SECTION: **EXECUTIVE OPERATIONS**
POLICY NO: **10350-28**

APPROVAL DATE: ~~February 24, 2026~~ **CAO Signature:** _____

Short Title

1. This Policy may be known as the *Appointments of Members of Council to External Bodies Policy.*

Purposes

2. The purposes of this Policy are to determine:

   (a) when Council may appoint or decline appointment of Members to external bodies;
   (b) the reporting requirements regarding other bodies on which Members may choose to serve without the appointment of Council.

Interpretation

3. In this Policy:

   (a) "CAO" means the Chief Administrative Officer of the Municipality;
   (b) "Clerk" means the Clerk of the Municipality, and includes a person acting under the direction or supervision of the Clerk;
   (c) "Council" means the Council of the Town;
   (d) "External body" means any board, commission, committee, body or local authority of any kind established to exercise or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of a municipality or parts thereof or of two or more municipalities or parts thereof, or to which a municipality or municipalities are required to provide funds.
   (e) "Member" means a member of Council, including the Mayor; and
   (f) "Municipality" means the Town of Amherst.

Roles and Responsibilities

4. (a) Only Council may appoint Members to external bodies.
   (b) Any appointment by Council of Members to external bodies shall be made pursuant to section 8 of this Policy.

5. Council shall only make appointments to external bodies after having received and considered the terms of reference from external bodies.

6. The Clerk shall keep a list of the appointments of Members to external bodies made by Council, known as Appendix A.

External Bodies

7. Council shall not be bound by the by-laws or articles of incorporation adopted by an external body providing for the appointment of a Member to such body.

Council Appointments to External Bodies

8. (1) Council may appoint Members to external bodies as required by enactment, by-law or agreement:
    (a) in accordance with any enactment of the Government of Canada or Province of Nova Scotia;
    (b) in accordance with the By-laws of the Municipality or an agreement to which the Municipality is a party; or
    (c) as otherwise directed by Council.

(2) Council may appoint Members to bodies, including external bodies, which in the opinion of Council are community organizations providing a service to the community and which:
    a. the Municipality is providing funding; and/or
    b. where Council determines that municipal involvement is required or beneficial.

(3) An external body Council considers meets the purpose of subsection 1 or 2 of this section shall be named in Appendix A. Council may amend Appendix A to add or remove the name of an external body.

(4) Reporting
Councillors appointed to external bodies will submit a report to regular Council meetings. Information that generally should be included in the report includes:
    a. Governance issues;
    b. Financial issues;
    c. Requests to Council; and
    d. Service delivery capacity.

These reports are intended to provide important information to Council regarding the operation of the external body and are not intended to be a medium to promote issues / events to the general public.

External Bodies Without Council Appointment

9. (1) A Member who sits on a body that has not been appointed to such body by Council shall advise the Clerk of the name of the body on which he or she sits.

(2) The Clerk shall retain a list of the names of the bodies provided by the Members pursuant to subsection 1 of this section and the list shall indicate the name of the Member and the name of the body provided.

(3) The Clerk shall retain the list created pursuant to subsection 2 of this section in the Office of the Municipal Clerk as a public record.

(4) The Clerk shall provide the list annually to the Members for their review and the Members shall advise the Clerk of any errors or omissions on such list.

Conflict of Interest

10. (1) All members of Council are encouraged to consider the Municipal Conflict of Interest Act in all matters that come before them in their duties as a public representative on any group in which they serve in a capacity other than formally appointed by Council.

    (2) If you feel you are in a position where you may be in a direct, indirect or even perceived conflict you should:

- As soon as practicable after the commencement of the meeting disclose the interest and the general nature thereof; then withdraw from his/her place as a member and
- In the case of a closed meeting, leave the room in which meeting is held for the duration of the consideration of the matter, and
- In the case of a meeting that is open to the public, leave his/her seat and take a seat in the public gallery until the matter is concluded.

    (3) When in doubt, Councillors are encouraged to err on the side of caution and declare a conflict.

Appendices

11. Any Appendix attached to this Policy shall form part of the Policy.
    - Appendix A – External Bodies to which Members are appointed pursuant to section 8

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS**
SECTION: **EXECUTIVE OPERATIONS**
POLICY NO: **10350-28**

Appendix A
External Bodies to which Members are appointed pursuant to Section 8

Board, Committee or Commission	Members Appointed	Act, Legislation, By-Law, Agreement or Membership
Cumberland Public Libraries Board	1 Member appointed	By-laws of Board
Regional Emergency Management Advisory Committee	2 Members appointed (one of which shall be the Mayor)	Intermunicipal Agreement
Northern Region Solid Waste	1 Member appointed	Intermunicipal Agreement
Cumberland YMCA	1 Member appointed	Contribution Agreement
~~LA Animal Shelter~~	~~1 Member appointed~~	~~Memorandum of Understanding~~
GFL Community Liaison Committee	1 Member appointed	Residential Three Stream Solid Waste Collection Agreement

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS**
SECTION: **EXECUTIVE OPERATIONS**
POLICY NO: **10350-28**

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Council	Appoint members to external boards, committees and commissions. Notify Clerk of any boards, committees or commissions to which they are members of without Council appointment
Clerk	Ensure Appendix A of this policy, as well as the list of boards, committees and commissions council are members of without Council appointment, is kept up to date.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Amend Appendix A to reflect current Council appointments	Clerk	Council	February 24, 2025
Include a provision that states: The report should include any matters that affect the organization's governance, financial structure, or service delivery capacity, remove Appendix B and C.	Clerk	Council	June 24, 2024
Remove Senior Safety Advisory Committee from Appendix A and change LA Animal Shelter Board purpose of appointment from Capital Funding to MOU	Clerk	Council	February 24, 2026
Remove the L.A. Animal Shelter from Appendix A, and add that the Mayor shall be appointed to the REM Advisory Committee	Clerk	Council	

TITLE: **APPOINTMENT OF MEMBERS OF COUNCIL TO EXTERNAL BOARDS, COMMITTEES AND COMMISSIONS**
SECTION: **EXECUTIVE OPERATIONS**
POLICY NO: **10350-28**

Minutes reference date: February 26, 2018 February 22, 2021 April 25, 2022 June 24, 2024 February 24, 2025 February 24, 2026

SYNOPSIS

Temporary Borrowing Resolution

Temporary borrowing resolutions (TBRs) are used as temporary financing for capital projects. The Minister of Municipal Affairs allows municipalities to use TBRs to borrow funds on short term loans not exceeding 12 months. Once the projects are completed and the actual costs are known, the Town will enter into long term borrowing with the Province by issuing a debenture in the fall of 2027. We require the Minister's approval of a TBR before we can apply for a debenture. The projects listed in the motion were approved by Council in the 2026/27 capital budget process with all or partial funding from long term debt.

Similar to the General Borrowing Resolution approved by Council in the Spring, this TBR will give the Town the authority to borrow, *if required*, once the capital projects identified are completed. This is not to say the Town *will* borrow the funds, and it does not commit us to long term financing. The main purpose of this TBR is to obtain Ministerial approval so that we *can* borrow funds in the spring or fall debenture issuance if required. This TBR will only be valid for 12 months from the date the Minister approves it. Due to the 12-month expiry date of the TBR we wait until later in the fiscal year to issue it so that it does not expire before the fall debenture issuance in the following year.

MOTION:
That Council approve a Temporary Borrowing Resolution in the amount not exceeding $1,782,241 for the following items, and submit it to the Department of Municipal Affairs for Ministerial approval:

• **Storm Sewer – Replace/reline culvert in AFD parking lot**	**$ 210,000**
• **Storm Sewer – West Victoria Street ~ Concrete Box Culvert**	**500,000**
• **Accessible Playground**	**1,072,241**
	$ 1,782,241

AMHERST TOWN COUNCIL
RFD# 2026117
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Sarah Wilson, Director of Finance
DATE:	November 23, 2026
SUBJECT:	Temporary Borrowing Resolution

ORIGIN: 2026/27 Capital Budget.

LEGISLATIVE AUTHORITY: Section 66 of the *Municipal Government Act* provides that the Town of Amherst, subject to the approval of the Minister of Municipal Affairs, may borrow to expend funds for a capital purpose authorized by statute; Section 65 requires the Town to adopt a capital budget for the fiscal year and then can expend funds for capital purpose as identified in the Town's capital budget.

RECOMMENDATION: That Council approve a Temporary Borrowing Resolution in the amount not exceeding $1,782,241 for the following items, and submit it to the Department of Municipal Affairs for Ministerial approval:

• Storm Sewer – Replace/reline culvert in AFD parking lot	$ 210,000
• Storm Sewer – West Victoria Street ~ Concrete Box Culvert	500,000
• Accessible Playground	1,072,241
	$ 1,782,241

BACKGROUND: Temporary borrowing resolutions (TBRs) are used as temporary financing for capital projects. The Minister of Municipal Affairs allows municipalities to use TBRs to borrow funds on short term loans not exceeding 12 months. Once the projects are completed and the actual costs are known, the Town will enter into long term borrowing with the Province by issuing a debenture in the fall of 2027. We require the Minister's approval of a TBR before we can apply for a debenture. The above projects were approved by Council in the 2026/27 capital budget process with funding from long term debt.

DISCUSSION: Similar to the General Borrowing Resolution approved by Council in the Spring, this TBR will give the Town the authority to borrow, *if required*, once the capital projects identified are completed. This is not to say the Town *will* borrow the funds, and it does not commit us to long term financing. The main purpose of this TBR is to obtain Ministerial approval so that we *can* borrow funds in the spring or fall debenture issuance if required. This TBR will only be valid for 12 months from the date the Minister approves it. Due to the 12-month expiry date of the TBR we wait until later in the fiscal year to issue it so that it does not expire before the fall debenture issuance in the following year.

FINANCIAL IMPLICATIONS: There are no actual financial implications to approving the TBR unless we actually use it to borrow long term debt.

SOCIAL JUSTICE IMPLICATIONS: No social justice implications.

ENVIRONMENTAL IMPLICATIONS: No environmental implications.

COMMUNITY ENGAGEMENT: No community engagement.

ALTERNATIVES: There are no viable alternatives to applying to the Minister of Municipal Affairs for this TBR. Such approval will be required before we can apply for long term financing.

ATTACHMENTS: Temporary Borrowing Resolution – Multiple Capital Projects and Schedule “A”

MUNICIPAL COUNCIL OF THE

Town of Amherst

TEMPORARY BORROWING RESOLUTION

Amount: $ 1,782,241_____ Capital Projects: Detailed in Schedule "A"

WHEREAS Section 66 of the Municipal Government Act provides that the Council of the _____Town of Amherst_____, subject to the approval of the Minister of Municipal Affairs, may borrow to expend funds for a capital purpose as authorized by statute;

WHEREAS the Council of the _____Town of Amherst_____ has adopted a capital budget for this fiscal year as required by Section 65 of the Municipal Government Act and are so authorized to expend funds for capital purposes as identified in their capital budget; and

WHEREAS the specific amounts and descriptions of the projects are contained in Schedule "A" (attached);

BE IT THEREFORE RESOLVED

THAT under the authority of Section 66 of the Municipal Government Act, the Council of the _____Town of Amherst_____ borrow a sum or sums not exceeding One Million Seven Hundred and Eighty-Two Thousand Two Hundred an Dollars ($ 1,782,241_____) for the purpose set out above, subject to the approval of the Minister of Municipal Affairs;

THAT the sum be borrowed by the issue and sale of debentures of the Council of the _____Town of Amherst_____ to such an amount as the Council deems necessary;

THAT the issue of debentures be postponed pursuant to Section 92 of the Municipal Government Act and that a sum or sums not exceeding One Million Seven Hundred and Eighty-Two Thousand Two Hundred an Dollars ($ 1,782,241_____) in total be borrowed from time to time from any chartered bank or trust company doing business in Nova Scotia;

THAT the sum be borrowed for a period not exceeding Twelve (12) Months from the date of approval of the Minister of Municipal Affairs of this resolution;

THAT the interest payable on the borrowing be paid at a rate to be agreed upon; and

THAT the amount borrowed be repaid from the proceeds of the debentures when sold.

THIS IS TO CERTIFY that the foregoing is a true copy of a resolution read and duly passed at a meeting of the Council of the _____Town of Amherst_____ held on the _____ day of __November__, 2026.

GIVEN under the hands of the Clerk and under the seal of the Council of the _____Town of Amherst_____ this _____ day of __November__, 2026.

_____
Clerk

MUNICIPAL COUNCIL OF THE

Town of Amherst

TEMPORARY BORROWING RESOLUTION

Amount: $ 1,782,241 Capital Projects: Detailed in Schedule "A"

SCHEDULE "A"
CAPITAL PROJECTS

		Estimates $
Heading / Category: Storm Sewer		
Item	Replace/reline culvert in AFD parking lot	210,000
Item	West Victoria Street ~ Concrete Box Culvert	500,000
Item		
Item		
Heading Sub Total:		**710,000**
Heading / Category: Recreation		
Item	Accessible Playground	1,072,241
Item		
Item		
Item		
Heading Sub Total:		**1,072,241**
Heading / Category:		
Item		
Item		
Item		
Item		
Heading Sub Total:		**0**
Heading / Category:		
Item		
Item		
Item		
Item		
Heading Sub Total:		**0**
Heading / Category:		
Item		
Item		
Item		
Item		
Heading Sub Total:		**0**
Heading / Category:		
Item		
Item		
Item		
Item		
Heading Sub Total:		**0**
TOTAL REQUEST CONTAINED WITHIN THIS RESOLUTION		**1,782,241**

SYNOPSIS

Water Rate Study

The last time the Town of Amherst asked the board to set the water rates was in 2021. The water rates were set for three years 2022/23, 2023/24 and 2024/25. These rates expired on April 1, 2025. Upon the expiry of these rates the town continued to use the 2024/25 rates, as approved by the review board, during the 2025/26 and 2026/27 fiscal years.

The rates proposed in the study will cover a three-year operating period and are designed to provide the Utility with sufficient operating resources to provide potable drinking water to its customers as well as sufficient water flows to fight fires within our service area. The cost of capital upgrades to our water distribution system are also included in the rates.

Notwithstanding the water rate increases being proposed, Amherst Water Utility customers will continue to benefit from having the third lowest water rates in Nova Scotia.

In the 2027/28 fiscal year, the quarterly water bill for an average Amherst home, which has a 5/8th inch water line and uses an average of 42 cubic metres of water per quarter, will rise to $82.29 from $76.63, which is a $5.66 quarterly increase.

MOTION:
That the Town of Amherst Water Utility apply to the Nova Scotia Regulatory and Appeals Board for changes in it's rates for water and water service, fire protection to the Town of Amherst and changes to it's rules and regulations for customers served by the utility, as set out in the Water Rate Study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited.

AMHERST TOWN COUNCIL
RFD# 2026118
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Sarah Wilson, Director of Finance
DATE:	November 23, 2026
SUBJECT:	Water Rate Study

ORIGIN: The Amherst Water Utility generates most of its revenue by the application of water rates to its customers. The Nova Scotia Utility and Review Board approves all water utility water rates within the Province and requires a water rate study to be completed justifying the rates applied for.

LEGISLATIVE AUTHORITY: Section 42 (Separate rate base for each service supplied) and Section 35 (Approval of improvement over $250,000) of the Public Utilities Act.

RECOMMENDATION: That the Town of Amherst Water Utility apply to the Nova Scotia Regulatory and Appeals Board for changes in it's rates for water and water service, fire protection to the Town of Amherst and changes to it's rules and regulations for customers served by the utility, as set out in the Water Rate Study prepared by G.A. Isenor Consulting Limited in association with Blaine S. Rooney Consulting Limited.

BACKGROUND: The last time the town asked the board to set the water rates was in 2021. The water rates were set for three years 2022/23, 2023/24 and 2024/25. These rates expired on April 1, 2025. Upon the expiry of these rates the town continued to use the 2024/25 rates, as approved by the review board, during the 2025/26 and 2026/27 fiscal years.

DISCUSSION: The rates proposed in the study will cover a three-year operating period and are designed to provide the Utility with sufficient operating resources to provide potable drinking water to its customers as well as sufficient water flows to fight fires within our service area. The cost of capital upgrades to our water distribution system are also included in the rates.

Notwithstanding the water rate increases being proposed, Amherst Water Utility customers will continue to benefit from having the third lowest water rates in Nova Scotia (list attached).

FINANCIAL IMPLICATIONS: The consultants are recommending rate increases between 1.9 per cent and 7.4 per cent in the 2027/28 fiscal year, between 5.0 per cent and 7.0 per cent in the 2028/29 fiscal year and 3.6 per cent and 3.7 per cent in the 2029/30 fiscal year. The size of the increase depends on the size of the water line feeding a building or if it is an unmetered property.

As an example, in the 2027/28 fiscal year, the quarterly water bill for an average Amherst home, which has a 5/8th inch water line and uses an average of 42 cubic metres of water per quarter, will rise to $82.29 from $76.63, which is a $5.66 quarterly increase.

In addition, the fire protection charge paid by the Town of Amherst to the Amherst Water Utility will be impacted as outlined in the following chart. The entire fire protection charge does not impact the Town as a small portion of the fire hydrants, and therefore fire protection costs, are within the County. This portion will be paid by the County to the Water Utility.

	2027/28	2028/29	2029/30
Fire Protection Charge	$927,862	$982,289	$1,040,781

Finally, the dividend to the owner, paid from the Amherst Water Utility to the Town of Amherst remains unchanged and will be as follows:

	2027/28	2028/29	2029/30
Dividend to Owner	$135,000	$135,000	$135,000

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the completion of the water rate study and application to the Board to set the water rates.

ENVIRONMENTAL IMPLICATIONS: There are no direct environmental implications to applying for new water rates. However, the new rates will fund some infrastructure renewal which will improve the water distribution system, including reduced water loss from water main breaks and general leakage in the system.

COMMUNITY ENGAGEMENT: The Nova Scotia Utility and Review Board will hold a public hearing as required under the *Public Utilities Act*.

ALTERNATIVES: The water rate increases could be deferred for another year. However, this will result in challenges in balancing the 2027/28 operating budget and a general lack of investment in the water system leading to larger water rate increases being required in the future.

ATTACHMENTS: Water Rate Study prepared by G. A. Isenor Consulting Limited.
Water rates for other Nova Scotian water utilities

Town of Amherst Water Utility

Water Rate Study

Prepared By

G. A. Isenor Consulting Limited

in Association with

Blaine S. Rooney Consulting Limited

09-Nov-26

INDEX

NOTES TO WORKSHEETS

WORKSHEETS B-1 TO D-2

SCHEDULES A, B, AND C – RATES AND CHARGES

SCHEDULE D – RULES AND REGULATIONS

TOWN OF AMHERST
WATER UTILITY

SUPPLEMENTAL NOTES TO WORKSHEETS

Worksheet B-1, B-2 and D-2

Included in these worksheets is a withdrawal from operating surplus in 2027/28 to smooth the rate, increase in year 1 of the rate study

Worksheet C-4

The application includes projected growth of four new residential customers in each of the test years.

Worksheet C-6

A review of the data from the previous rate study indicates that in the last 5 years the average consumption per customer for the 5/8" customers has declined. Based on this data the rate study includes an average decline for both unmetered and 5/8" customers of 0.5% per year. The average consumption for unmetered customers was reduced in the previous rate study to 252 cubic meters per year in the final test year. The current rate study uses an average consumption of 252 cubic meters for unmetered customers in 2024/25. Unmetered customers are expected to follow the pattern of the 5/8" customers and have been reduced by 0.5% per year for each of the test years.

GENERAL NOTES ON WORKSHEETS

Worksheet B-1

This worksheet includes a summary of the operating revenues, operating expenditures, non-operating revenues and non-operating expenditures for the year 2025/26 (actual) as provided by the Utility.

Operating Revenues - The operating revenue for 26/27, 27/28, 28/29 and 29/30 is based on the Utility's budget. The application includes projected growth of four new residential customers in each of the test years. The fire protection rate is based on rate approved at the last rate hearing.

Operating Expenditures - The projection of expenses for the test years is as derived from Worksheet B-2a/2b/2c/2d/2e. The Depreciation has been calculated based on the addition of the planned infrastructure.

Non-operating Revenues – The non-operating revenue is projected for the test years.

Non-operating Expenditures – The non-operating expenditures include interest and principal on the existing any new debt, capital out of revenue and a dividend to the owner.

Accumulated Surplus (Deficit) The Utility has a projected deficit in all three test years.

Worksheet B-2

This worksheet takes the information from Worksheet B-1 to develop revenue requirements for the years 27/28, 28/29 and 29/30.

Worksheet B-2a/2b/2c/2d/2e

This worksheet provides the breakdown of the estimated operating expenditures as provided by the Utility for the year 26/27. The projected expenditures for the test years are taken from the Utility budget.

Worksheet B-3

This worksheet calculates the depreciation per year, and the depreciation fund balance based on the proposed capital works for the years 26/27, 27/28, 28/29 and 29/30. The depreciation fund opening balance for the year 26/27 is taken from the financials statements of the Utility with adjustments for timing transfers at Mar 31/26.

Worksheet B-4

This worksheet includes projected funding from Provincial and Federal sources is available for the test years.

Worksheet B-5

This worksheet allocates the assets of the Utility between general service and fire protection. The Utility Plant in Service has been taken from the March 31/26 Financial Statements. The worksheet includes the addition of the proposed capital works identified in Worksheet B-3. Production assets are allocated 90% general service and 10% fire protection. Demand assets are allocated 40% general service and 60% fire protection.

Worksheet C-1

This worksheet uses the percentage of total assets allocated to fire protection from Worksheet B-5 to determine the allocation of transmission and distribution; depreciation, taxes and return on rate base to the fire protection charge. The remaining expenses are allocated at 10% to fire protection.

Worksheet C-2

This worksheet calculates the return on rate base

Worksheet C-3

This worksheet allocates expenses among customer charge, base charge, delivery and production. The allocations used are consistent with those used in the previous rate application to the Board.

Worksheet C-4

This worksheet sets out the number and size of meters in the Utility and by use of the capacity ratio establishes the system equivalents.

Worksheet C-5

This worksheet uses the information from Worksheet's C-3 and C-4 to calculate quarterly base charge for each size of meter.

Worksheet C-6

This worksheet sets out the water consumption by meter size. The data for current year is based on information provided by the Utility.

Worksheet C-7

This worksheet uses information from Worksheet's C-3 and C-6 to calculate the consumption charge for years 27/28, 28/29 and 29/30.

Worksheet C-8

This worksheet is used as a check to determine that the potential revenues will be the same as the requirements on Worksheet C-3.

Worksheet C-9

This worksheet is used to calculate the bulk water charge for the years 27/28, 28/29 and 29/30.

Worksheet D-1

This worksheet is a comparison of existing and proposed rates.

Worksheet D-2

This worksheet provides a comparative statement of Operations for the current year as well as the test years

Worksheet B-1

09-Nov-26

Town of Amherst Water Utility
Comparative Statement of Operations
Fiscal Years ending March 31st

	2025/26 (Actual)	2026/27 (Budget)	Projection Using Current Rates 2027/28 (Projected)	2028/29 (Projected)	2029/30 (Projected)
OPERATING REVENUES					
Metered Sales	1,606,817	1,566,073	1,566,073	1,566,073	1,566,073
Flat Rate Sales	196,698	197,369	197,369	197,369	197,369
Public Fire Protection	867,516	867,516	867,516	867,516	867,516
Private Hydrants	15,000	15,000	15,000	15,000	15,000
Sprinkler Service	16,550	17,250	17,250	17,250	17,250
Bulk Water Sales	12,000	10,000	10,000	10,000	10,000
Sale of Services	18,777	15,000	15,000	15,000	15,000
Sundry	375	1,200	1,200	1,200	1,200
Total	**2,733,733**	**2,689,408**	**2,689,408**	**2,689,408**	**2,689,408**
OPERATING EXPENDITURES					
Source of Supply	47,804	34,000	39,000	41,000	43,000
Power and Pumping	175,435	150,500	168,845	174,752	177,667
Water Treatment	34,004	29,800	34,400	35,820	37,246
Transmission and Distribution	950,082	955,348	1,033,664	1,069,365	1,111,425
Administration and General	674,139	717,327	788,804	792,000	824,212
Depreciation	422,074	531,147	579,737	642,396	696,193
Taxes	31,982	32,000	33,000	33,500	34,000
Total	**2,335,520**	**2,450,122**	**2,677,449**	**2,788,833**	**2,923,743**
OPERATING PROFIT (LOSS)	**398,213**	**239,286**	**11,959**	**-99,425**	**-234,335**
			0		
NON-OPERATING REVENUES					
Interest and other income	7,520	8,000	8,000	8,000	8,000
Transfer from General Operating Fund	0	0	0	0	0
Other- Federal Employment Grant	2,198	0	0	0	0
Total	**9,718**	**8,000**	**8,000**	**8,000**	**8,000**
NON-OPERATING EXPENDITURES					
Debt Charges - Principal	101,141	101,141	101,141	101,141	101,141
Debt Charges - Interest	23,215	22,079	20,105	17,960	15,654
New Debt - Principal			0	0	0
New Debt - Interest			0	0	0
New Debt - Principal			0	0	0
New Debt - Interest			0	0	0
New Debt - Principal			0	0	0
New Debt - Interest			0	0	0
Debt Issue Costs			0	900	2,200
Capital out of Revenue	0	40,000	40,000	40,000	40,000
Transfer to Water Capital	144,000				
Dividend to Owner	135,000	135,000	135,000	135,000	135,000
Total	**403,356**	**298,220**	**296,246**	**295,001**	**293,995**
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**4,575**	**(50,934)**	**(276,287)**	**(386,426)**	**(520,330)**
SURPLUS AT BEGINNING OF YEAR	**200,937**	**205,512**	**154,578**	**(171,709)**	**(558,136)**
TRANSFER TO NON-OPERATING REVENUE			**50,000**		
ACCUMULATED SURPLUS (DEFICIT)	**205,512**	**154,578**	**(171,709)**	**(558,136)**	**(1,078,466)**

Worksheet B-2

09-Nov-26

Town of Amherst Water Utility

Statement of Operating Expenditures and Revenue Requirements

	2026/27 (Budget)	2027/28 (Projected)	2028/29 (Projected)	2029/30 (Projected)
OPERTATING EXPENDITURES				
Source of Supply	34,000	39,000	41,000	43,000
Power and Pumping	150,500	168,845	174,752	177,667
Water Treatment	29,800	34,400	35,820	37,246
Transmission and Distribution	955,348	1,033,664	1,069,365	1,111,425
Administration and General	717,327	788,804	792,000	824,212
Depreciation	531,147	579,737	642,396	696,193
Taxes	32,000	33,000	33,500	34,000
Total	**2,450,122**	**2,677,449**	**2,788,833**	**2,923,743**
NON OPERATING EXPENSES				
Debt Charges - Principal	101,141	101,141	101,141	101,141
Debt Charges - Interest	22,079	20,105	17,960	15,654
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
Debt Issue Costs	0	0	900	2,200
Capital out of Revenue	40,000	40,000	40,000	40,000
Dividend to Owner	135,000	135,000	135,000	135,000
Total	**298,220**	**296,246**	**295,001**	**293,995**
LESS NON-OPERATING REVENUES				
Interest and other income	8,000	8,000	8,000	8,000
Transfer from Operating Surplus	0	50,000	0	0
Other- Interest on Depreciation account	0	0	0	0
Total	**8,000**	**58,000**	**8,000**	**8,000**
LESS OTHER OPERATING REVENUE				
Private Hydrants	15,000	15,000	15,000	15,000
Sprinkler Service	17,250	17,250	17,250	17,250
Bulk Water Sales	10,000	10,000	10,000	10,000
Sale of Services	15,000	15,000	15,000	15,000
Sundry	1,200	1,200	1,200	1,200
Total	**58,450**	**58,450**	**58,450**	**58,450**
REVENUE REQUIRED FROM FIRE PROTECTION AND WATER CUSTOMERS	**2,681,892**	**2,857,245**	**3,017,384**	**3,151,288**

Town of Amherst Water Utility
Statement of Operating Expenditures

	2025/26 (Actual)	2026/27 (Budget)	2027/28 (Projected)	2028/29 (Projected)	2029/30 (Projected)
SOURCE OF SUPPLY					
Operation/ Professional Services	47,804	33,000	38,000	40,000	42,000
Materials and Supplies		1,000	1,000	1,000	1,000
Other	0	0	0	0	0
TOTAL SOURCE OF SUPPLY	**47,804**	**34,000**	**39,000**	**41,000**	**43,000**
POWER AND PUMPING					
Heat and Furnace Oil	6,585	6,000	6,735	6,870	7,007
Heat and Furnace Natural Gas	4,636	5,500	5,610	5,722	5,837
Electricity	135,391	125,000	140,000	145,000	147,000
Plant Maintenance	7,884	2,500	2,500	3,000	3,500
Vehicle Equipment and Costs	7,207	3,500	4,000	4,000	4,000
Materials and Supplies	7,892	6,000	8,000	8,160	8,323
Professional Services	5,840	500	500	500	500
Contracts/Agreements	0	1,500	1,500	1,500	1,500
Other		0	0	0	0
TOTAL POWER AND PUMPING	**175,435**	**150,500**	**168,845**	**174,752**	**177,667**
WATER TREATMENT					
Software licensing	13,355	12,000	15,500	16,500	17,500
Electrical	2,729	2,800	2,900	3,000	3,100
Materials and Supplies	16,286	15,000	16,000	16,320	16,646
Contracts/Agreements	1,634	0	0	0	0
Other		0	0	0	0
TOTAL WATER TREATMENT	**34,004**	**29,800**	**34,400**	**35,820**	**37,246**
TRANSMISSION AND DISTRIBUTION					
Wages and Salaries	440,847	430,300	471,225	484,184	503,551
Year End Wages and Benefit Accruals	3,594	2,500	2,625	2,756	2,894
CPP	20,784	23,970	26,807	28,147	29,554
Employment Insurance	7,253	9,530	10,626	11,157	11,715
Blue Cross	9,259	12,350	13,556	14,233	14,945
Pension Regular Payment	24,285	25,220	28,644	30,076	31,580
Group Insurance	13,588	16,230	15,267	16,030	16,832
WCB	11,571	13,130	14,658	15,393	16,160
Pension Special Payment	7,224	8,368	8,619	8,878	9,146
Administrative Costs	15,424	17,250	19,607	19,999	20,399
Building and Facility Costs	42,660	42,000	43,500	44,700	45,900
Vehicle and Equipment Costs	102,439	71,500	83,120	89,740	96,361
Materials and Supplies	30,088	55,000	56,100	57,222	58,366
Gravel	18,189	29,000	29,580	30,172	30,775
Asphalt and Concrete	137,491	130,000	135,000	140,000	145,000
Pipe and Accessories	16,223	25,000	25,500	26,010	26,530
Uniforms and Clothing	4,094	4,500	4,590	4,682	4,775
Professional Services	19,524	17,000	17,340	17,687	18,041
Contracts/Agreements	19,822	20,000	24,300	24,800	25,400
Licenses and Permits	5,721	2,500	3,000	3,500	3,500
Other	0	0	0	0	0
TOTAL TRANSMISSION AND DISTRIBUTION	**950,082**	**955,348**	**1,033,664**	**1,069,365**	**1,111,425**

ADMINISTRATION AND GENERAL					
Wages and Salaries	262,124	271,100	289,233	297,910	306,847
Year End Wages and Benefit Accruals	1,304	2,000	2,000	2,000	2,000
CPP	13,111	13,920	14,616	15,347	16,114
Employment Insurance	4,709	5,060	5,313	5,579	5,858
Blue Cross	7,142	8,220	8,631	9,063	9,516
Pension Regular Payment	24,223	25,230	26,492	27,816	29,207
Group Insurance	4,095	4,660	4,893	5,138	5,395
WCB	7,329	7,430	7,802	8,192	8,601
Pension Special Payment	15,235	12,161	12,526	12,902	13,289
Liability Claims		1,500	2,500	2,500	2,500
Professional Development	1,506	2,500	2,500	2,500	2,500
Travel	2,752	2,500	3,000	3,060	3,121
Conferences and Conventions	990	1,500	1,500	1,500	1,500
Professional Memberships & Dues	1,319	1,000	1,500	1,500	1,500
Office Supplies	2,025	2,000	2,500	2,500	2,500
Office Equipment	98	500	1,000	1,000	1,000
Advertising	0	1,000	1,000	1,000	1,000
Postage	0		0	0	0
Telephone	39,682	35,000	45,000	47,000	50,000
Cellular	4,075	3,000	5,000	5,000	5,000
Computer Hardware	48	3,350	1,600	1,632	1,665
Computer Software	0	0	0	0	0
Software Licensing	9,561	12,130	12,373	12,620	16,872
Meeting Expenses	0	300	500	500	500
Catering	0	250	250	250	250
Promotion	372	300	400	400	400
Liability Insurance	10,775	11,787	12,376	12,995	13,645
Building Facility Insurance	21,108	24,274	25,488	26,762	28,100
Vehicle/Equipment Insurance	3,624	3,805	3,995	4,195	4,405
Materials and Supplies	0	1,000	1,000	1,000	1,000
Professional Services	14,384	25,000	25,500	26,010	26,530
Contracts/Agreements	212,100	217,400	249,016	234,773	243,984
Leases - Office Equipment	2,681	2,450	2,800	2,856	2,913
Regulatory Fees	6,242	5,000	6,500	6,500	6,500
Valuation Allowance / Appeals	1,526	10,000	10,000	10,000	10,000
Other	0	0	0	0	0
TOTAL ADMINISTRATION AND GENERAL	**674,139**	**717,327**	**788,804**	**792,000**	**824,212**

Worksheet B-3 09-Nov-26

Town of Amherst Water Utility

Calculation of Depreciation of Tangible Plant at Total Cost

2026/27

	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
			Depreciation at beginning of year		422,074
			Plus Depreciation on 2025/26 capital works		58,405
LAND AND LAND RIGHTS					
Source of Supply Land	65,100	0	65,100		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures	0		0	0.2	0
Power and Pumping Structures	0		0	0.02	0
Purification	0		0	0.05	0
Distribution Reservoirs and Standpipes	70,000	0	70,000	0.2	14,000
Well Blowoffs	0		0	0.07	0
Monitoring Wells	0	0	0	0.025	0
Other	0		0	0.05	0
Equipment	0		0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	0	0	0	0.05	0
Office Furniture and Equipment	0		0		0
Transportation Equipment	0	0	0	0.2	0
Tools and Work Equipment	350,000		350,000	0.067	23,333
Wellfield Generator	0		0	0.04	0
Water leak Correlator	0		0	0.2	0
Handheld Meter Reading Device	0	0	0	0.07	0
Other - Diesel Fire Pump Controller	18,000	0	18,000	0.05	900
Mains	0		0		0
Transmission	0	0	0	0.0133	0
Distribution	465,000	450,000	15,000	0.0133	6,185
Meters	125,000	0	125,000	0.05	6,250
Hydrants	0	0	0	0.0133	0
Sprinkler Connections		0	0		0
Services	0	0	0	0.02	0
Other - Water Rate Application	0	0	0	0.333	0
TOTAL	1,093,100	450,000	643,100		50,668

Source of Funding			
		Depreciation Fund Balance beginning of year	2,424,094
Outside Sources	450,000	Interest on Fund balance	30,301
Depreciation fund	603,100	Fund balance before expenditures	2,454,395
Long Term Debt	0	Depreciation Payment in Current Year	531,147
Capital out of revenue	40,000	Depreciation Expenditure in Current Year	603,100
TOTAL	1,093,100	Balance after expenditures	2,382,442

Town of Amherst Water Utility

Calculation of Depreciation of Tangible Plant at Total Cost

2027/28

	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
		Estmated Depreciation at beginning of year			531,147
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures	55,000		55,000	0.2	11,000
Power and Pumping Structures	0		0	0.05	0
Purification	0		0	0.05	0
Distribution Reservoirs and Standpipes	0	0	0	0.0133	0
Water Treatment Plant	10,000		10,000	0.033	333
General - Watershed Study	0	0	0	0.05	0
Source Water Protection Study	0		0	0.05	0
Equipment	0		0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	0	0	0	0.05	0
Office Furniture and Equipment	0		0		0
Transportation Equipment (Dump truck)	350,000	0	350,000	0.067	23,333
Tools and Work Equipment	0		0	0.1	0
Backwash Piping	0		0	0.05	0
Distribution Mains Equipment					0
Meter Shop Equipment	0	0	0	0	0
Other	0	0	0	0.1	0
Mains	0		0		0
Transmission	0	0	0	0.0133	0
Distribution	90,000	0	90,000	0.0133	1,197
Meters	250,000	0	250,000	0.05	12,500
Hydrants	17,000	0	17,000	0.0133	226
Sprinkler Connections	0	0	0		0
Services	0	0	0	0.02	0
Other		0	0	0.02	0
TOTAL	772,000	0	772,000		48,590

Source of Funding		Depreciation Fund Balance beginning of year	2,382,442
Outside Sources	0	Interest on Fund balance	29,781
Depreciation fund	732,000	Fund balance before expenditures	2,412,223
Long Term Debt	0	Depreciation Payment in Current Year	579,737
Capital out of revenue	40,000	Depreciation Expenditure in Current Year	732,000
TOTAL	772,000	Balance after expenditures	2,259,959

Town of Amherst Water Utility

Calculation of Depreciation of Tangible Plant at Total Cost

2028/29

	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
		Estmated Depreciation at beginning of year			579,737
LAND AND LAND RIGHTS					
Source of Supply Land	0	0	0	0	0
Source Water Protection					0
STRUCTURES AND IMPROVEMENTS					0
Source of Supply Structures	0	0	0	0.0133	0
Power and Pumping Structures	0	0	0	0.02	0
Purification	0		0	0	0
Distribution Reservoirs and Standpipes	0	0	0	0.0133	0
Water Treatment Plant	0	0	0	0.02	0
Booster Station Upgrades	0	0	0	0.02	0
Other Piping	0	0	0	0.05	0
Equipment		0	0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	100,000	0	100,000	0.05	5,000
Backhoe	0	0	0	0.2	0
Transportation Equipment (Service truck)	110,000	0	110,000	0.2	22,000
Tools and Work Equipment	0	0	0	0.2	0
Accounting Software	200,000	0	200,000	0.1	20,000
Distribution Mains Equipment		0	0		0
Meter Pit	0	0	0	0	0
Other Equipment	0	0	0	0.04	0
Mains		0	0		0
Transmission	0		0	0.0133	0
Distribution	220,000	0	220,000	0.0133	2,933
Meters	250,000	0	250,000	0.05	12,500
Hydrants	17,000	0	17,000	0.0133	227
Sprinkler Connections			0		0
Services		0	0	0.02	0
Other			0	0.02	0
TOTAL	897,000	0	897,000		62,659

Source of Funding		Depreciation Fund Balance beginning of year	2,259,959
Outside Sources	0	Interest on Fund balance	28,249
Depreciation fund	857,000	Fund balance before expenditures	2,288,209
Long Term Debt	0	Depreciation Payment in Current Year	642,396
Capital out of revenue	40,000	Depreciation Expenditure in Current Year	857,000
TOTAL	897,000	Balance after expenditures	2,073,604

Town of Amherst Water Utility
Calculation of Depreciation of Tangible Plant at Total Cost
2029/30

	Additions to Utility Plant in Service	Capital Cost Contribution from Others	Utility Cost of Plant in Service	Depreciation Rate	Annual Depreciation
		Estimated Depreciation at beginning of year			642,396
LAND AND LAND RIGHTS					
Source of Supply Land	0		0		0
Land - General			0		0
STRUCTURES AND IMPROVEMENTS			0		0
Source of Supply Structures			0	0	0
Power and Pumping Structures			0		0
Purification			0	0.05	0
Distribution Reservoirs and Standpipes		0	0	0.02	0
Water Treatment Plant	0		0	0.05	0
General Test well	0	0	0	0.04	0
Other Water Source Structures			0		0
Equipment			0		0
Electrical Pumping	0	0	0	0.05	0
Purification Equipment	0	0	0	0.05	0
Office Furniture and Equipment			0		0
Transportation Equipment (Half ton truck)	65,000	0	65,000	0.2	13,000
Tools and Work Equipment	0		0	0.1	0
GIS System			0	0.2	0
Distribution Mains Equipment			0		0
Meter Shop Equipment		0	0	0.05	0
Other Equipment			0		0
Mains			0		0
Transmission	0		0	0.0133	0
Distribution	2,110,600	824,502	1,286,098	0.0133	28,071
Meters	250,000	0	250,000	0.05	12,500
Hydrants	17,000	0	17,000	0.0133	226
Sprinkler Connections	0	0	0		0
Services	0	0	0	0.02	0
Other				0.02	0
TOTAL	2,442,600	824,502	1,618,098	1	53,797

Source of Funding		Depreciation Fund Balance beginning of year	2,073,604
Outside Sources	824,502	Interest on Fund balance	25,920
Depreciation fund	1,578,098	Fund balance before expenditures	2,099,524
Long Term Debt	0	Depreciation Payment in Current Year	696,193
Transfer from Operating Surplus	0		
Capital out of revenue	40,000	Depreciation Expenditure in Current Year	1,578,098
TOTAL	2,442,600	Balance after expenditures	1,217,619

Worksheet B-4 09-Nov-26

Town of Amherst Water Utility

Calculation of Amortization on Capital Contributions (to Plant)

2027/28

	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.0000	0
Land - General	0	0.0000	0
STRUCTURES AND IMPROVEMENTS	0	0.0000	0
Source of Supply Structures	0	0.2000	0
Power and Pumping Structures	0	0.0500	0
Purification	0	0.0500	0
Distribution Reservoirs and Standpipes	0	0.0133	0
Water Treatment Plant	0	0.0333	0
General - Watershed Study	0	0.0500	0
Other Water Source Structures	0	0.0500	0
Equipment	0	0.0000	0
Electrical Pumping	0	0.0500	0
Purification Equipment	0	0.0500	0
Office Furniture and Equipment	0	0.0000	0
Transportation Equipment	0	0.0667	0
Tools and Work Equipment	0	0.1000	0
GIS System	0	0.0500	0
Distribution Mains Equipment	0	0.0000	0
Meter Shop Equipment	0	0.0000	0
Other Equipment	0	0.1000	0
Mains	0	0.0000	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.0500	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.0000	0
Services	0	0.0200	0
Other	0	0.0000	0
TOTAL	0		0

Town of Amherst Water Utility
Calculation of Amortization on Capital Contributions (to Plant)
2028/29

	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.0000	0
Land - General	0	0.0000	0
STRUCTURES AND IMPROVEMENTS		0.0000	0
Source of Supply Structures	0	0.0133	0
Power and Pumping Structures	0	0.0200	0
Purification	0	0.0000	0
Distribution Reservoirs and Standpipes	0	0.0133	0
Water Treatment Plant	0	0.0200	0
General - Watershed Study	0	0.0200	0
Other Water Source Structures	0	0.0500	0
Equipment	0	0.0000	0
Electrical Pumping	0	0.0500	0
Purification Equipment	0	0.0500	0
Office Furniture and Equipment	0	0.2000	0
Transportation Equipment	0	0.2000	0
Tools and Work Equipment	0	0.2000	0
GIS System	0	0.1000	0
Distribution Mains Equipment	0	0.0000	0
Meter Shop Equipment	0	0.0000	0
Other Equipment	0	0.0400	0
Mains	0	0.0000	0
Transmission	0	0.0133	0
Distribution	0	0.0133	0
Meters	0	0.0500	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.0000	0
Services	0	0.0200	0
Other	0	0.0200	0
TOTAL	0		0

Town of Amherst Water Utility
Calculation of Amortization on Capital Contributions (to Plant)
2029/30

	Capital Contributions to Utility Plant in Service	Amortization Rate	Annual Amortization
LAND AND LAND RIGHTS			
Source of Supply Land	0	0.0000	0
Land - General	0	0.0000	0
STRUCTURES AND IMPROVEMENTS	0	0.0000	0
Source of Supply Structures	0	0.0000	0
Power and Pumping Structures	0	0.0000	0
Purification	0	0.0500	0
Distribution Reservoirs and Standpipes	0	0.0200	0
Water Treatment Plant	0	0.0500	0
General - Watershed Study	0	0.0400	0
Other Water Source Structures	0	0.0000	0
Equipment	0	0.0000	0
Electrical Pumping	0	0.0500	0
Purification Equipment	0	0.0500	0
Office Furniture and Equipment	0	0.0000	0
Transportation Equipment	0	0.2000	0
Tools and Work Equipment	0	0.1000	0
GIS System	0	0.2000	0
Distribution Mains Equipment	0	0.0000	0
Meter Shop Equipment	0	0.0500	0
Other Equipment	0	0.0000	0
Mains	0	0.0000	0
Transmission	0	0.0133	0
Distribution	824,502	0.0133	10,966
Meters	0	0.0500	0
Hydrants	0	0.0133	0
Sprinkler Connections	0	0.0000	0
Services	0	0.0200	0
Other	0	0.0200	0
TOTAL	824,502		10,966

Worksheet B-5 09-Nov-26

Town of Amherst Water Utility
Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection
2026/27

	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital			-	100.0%	0	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	1,331,061	65,100	1,396,161	90.0%	1,256,545	10.0%	139,616
Land - Reservoir	-	-	-	90.0%	0	10.0%	0
STRUCTURES AND IMPROVEMENTS		-	-		0		0
Source of Supply Structures	1,029,795	-	1,029,795	90.0%	926,816	10.0%	102,980
Power and Pumping Structures	491,661	-	491,661	90.0%	442,495	10.0%	49,166
Purification	-	-	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	6,343,355	70,000	6,413,355	40.0%	2,565,342	60.0%	3,848,013
Water Treatment Plant	436,056	-	436,056	90.0%	392,450	10.0%	43,606
Wells	-	-	-	90.0%	0	10.0%	0
Other		-	-	90.0%	0	10.0%	0
Equipment		-	-		0		0
Electrical Pumping	661,728	-	661,728	90.0%	595,555	10.0%	66,173
Purification Equipment	235,122	-	235,122	90.0%	211,610	10.0%	23,512
SCADA and Radio Controls	-	-	-	90.0%	0	10.0%	0
Transportation Equipment	1,605,517	-	1,605,517	90.0%	1,444,965	10.0%	160,552
Tools and Work Equipment	123,641	350,000	473,641	90.0%	426,277	10.0%	47,364
Wellfield Generator	-	-	-	90.0%	0	10.0%	0
Distribution Mains Equipment	-	-	-	40.0%	0	60.0%	0
Meter Reading Equipment	-	-	-	90.0%	0	10.0%	0
Other - Diesel Fire Pump Controller	-	18,000	18,000	90.0%	16,200	10.0%	1,800
Mains		-	-		0		0
Transmission	1,834,359	-	1,834,359	40.0%	733,744	60.0%	1,100,615
Distribution	11,199,183	465,000	11,664,183	40.0%	4,665,673	60.0%	6,998,510
Meters	482,616	125,000	607,616	100.0%	607,616	0.0%	0
Hydrants	650,608	-	650,608	0.0%	0	100.0%	650,608
		-	-	0.0%	0	100.0%	0
Services	799,792	-	799,792	100.0%	799,792	0.0%	0
Other-WIP	53,534	-	53,534	90.0%	48,181	10.0%	5,353
TOTAL	27,278,028	1,093,100	28,371,128	53.3%	15,133,260	46.7%	13,237,868

Town of Amherst Water Utility
Allocation of the Total Cost of Utility Plant in Service
Between General Service and Fire Protection
2027/28

	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital				100.0%	0	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	1,396,161	-	1,396,161	90.0%	1,256,545	10.0%	139,616
Land - General	-	-	-	90.0%	0	10.0%	0
STRUCTURES AND IMPROVEMENTS	-	-	-		0		0
Source of Supply Structures	1,029,795	55,000	1,084,795	90.0%	976,316	10.0%	108,480
Power and Pumping Structures	491,661	-	491,661	90.0%	442,495	10.0%	49,166
Purification	-	-	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	6,413,355	-	6,413,355	40.0%	2,565,342	60.0%	3,848,013
Water Treatment Plant	436,056	10,000	446,056	90.0%	401,450	10.0%	44,606
Wells	-	-	-	90.0%	0	10.0%	0
Other Water Source Structures	-	-	-	90.0%	0	10.0%	0
Equipment	-	-	-		0		0
Electrical Pumping	661,728	-	661,728	90.0%	595,555	10.0%	66,173
Purification Equipment	235,122	-	235,122	90.0%	211,610	10.0%	23,512
Office Furniture and Equipment	-	-	-	90.0%	0	10.0%	0
Transportation Equipment	1,605,517	350,000	1,955,517	90.0%	1,759,965	10.0%	195,552
Tools and Work Equipment	473,641	-	473,641	90.0%	426,277	10.0%	47,364
Wellfield Generator	-	-	-	90.0%	0	10.0%	0
Distribution Mains Equipment	-	-	-	40.0%	0	60.0%	0
Meter Reading Equipment	-	-	-	90.0%	0	10.0%	0
Other - Diesel Fire Pump Controller	18,000	-	18,000	90.0%	16,200	10.0%	1,800
Mains	-	-	-		0		0
Transmission	1,834,359	-	1,834,359	40.0%	733,744	60.0%	1,100,615
Distribution	11,664,183	90,000	11,754,183	40.0%	4,701,673	60.0%	7,052,510
Meters	607,616	250,000	857,616	100.0%	857,616	0.0%	0
Hydrants	650,608	17,000	667,608	0.0%	0	100.0%	667,608
Sprinkler Connections	-	-	-	0.0%	0	100.0%	0
Services	799,792	-	799,792	100.0%	799,792	0.0%	0
Other-WIP	53,534	-	53,534	90.0%	48,181	10.0%	5,353
TOTAL	28,371,128	772,000	29,143,128	54.2%	15,792,760	45.8%	13,350,368

Town of Amherst Water Utility
Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection
2028/29

	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-		-	100.0%	0	0.0%	0
Tangible Plant	-						
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	1,396,161	0	1,396,161	90.0%	1,256,545	10.0%	139,616
Land - General	-	0	-	90.0%	0	10.0%	0
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	1,084,795	0	1,084,795	90.0%	976,316	10.0%	108,480
Power and Pumping Structures	491,661	0	491,661	90.0%	442,495	10.0%	49,166
Purification	-	0	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	6,413,355	0	6,413,355	40.0%	2,565,342	60.0%	3,848,013
Water Treatment Plant	446,056	0	446,056	90.0%	401,450	10.0%	44,606
General	-	0	-	90.0%	0	10.0%	0
Other Water Source Structures	-	0	-	90.0%	0	10.0%	0
Equipment	-	0	-		0		0
Electrical Pumping	661,728	0	661,728	90.0%	595,555	10.0%	66,173
Purification Equipment	235,122	100,000	335,122	90.0%	301,610	10.0%	33,512
Backhoe	-	0	-	90.0%	0	10.0%	0
Transportation Equipment	1,955,517	110,000	2,065,517	90.0%	1,858,965	10.0%	206,552
Tools and Work Equipment	473,641	0	473,641	90.0%	426,277	10.0%	47,364
Wellfield Generator	-	200,000	200,000	90.0%	180,000	10.0%	20,000
Distribution Mains Equipment	-	0	-	40.0%	0	60.0%	0
Meter Reading Equipment	-	0	-	90.0%	0	10.0%	0
Other - Diesel Fire Pump Controller	18,000	0	18,000	90.0%	16,200	10.0%	1,800
Mains	-	0	-		0		0
Transmission	1,834,359	0	1,834,359	40.0%	733,744	60.0%	1,100,615
Distribution	11,754,183	220,000	11,974,183	40.0%	4,789,673	60.0%	7,184,510
Meters	857,616	250,000	1,107,616	100.0%	1,107,616	0.0%	0
Hydrants	667,608	17,000	684,608	0.0%	0	100.0%	684,608
Sprinkler Connections	-	0	-	0.0%	0	100.0%	0
Services	799,792	0	799,792	100.0%	799,792	0.0%	0
Other-WIP	53,534	0	53,534	90.0%	48,181	10.0%	5,353
TOTAL	29,143,128	897,000	30,040,128	54.9%	16,499,760	45.1%	13,540,368

Town of Amherst Water Utility
Allocation of the Total Cost of Utility Plant in Service Between General Service and Fire Protection
2029/30

	Utility Plant in Service Previous Year	Additions	Utility Plant in Service	Percent	General Service	Percent	Fire Protection
Intangible Plant							
Organization and Working Capital	-		-	100.0%	0	0.0%	0
Tangible Plant							
LAND AND LAND RIGHTS	-		-				
Source of Supply Land	1,396,161	0	1,396,161	90.0%	1,256,545	10.0%	139,616
Land - General	-	0	-	90.0%	0	10.0%	0
STRUCTURES AND IMPROVEMENTS	-	0	-		0		0
Source of Supply Structures	1,084,795	0	1,084,795	90.0%	976,316	10.0%	108,480
Power and Pumping Structures	491,661	0	491,661	90.0%	442,495	10.0%	49,166
Purification	-	0	-	90.0%	0	10.0%	0
Distribution Reservoirs and Standpipes	6,413,355	0	6,413,355	40.0%	2,565,342	60.0%	3,848,013
Water Treatment Plant	446,056	0	446,056	90.0%	401,450	10.0%	44,606
General	-	0	-	90.0%	0	10.0%	0
Other Water Source Structures	-	0	-	90.0%	0	10.0%	0
Equipment	-	0	-				
Electrical Pumping	661,728	0	661,728	90.0%	595,555	10.0%	66,173
Purification Equipment	335,122	0	335,122	90.0%	301,610	10.0%	33,512
Office Furniture and Equipment	-	0	-	90.0%	0	10.0%	0
Transportation Equipment	2,065,517	65,000	2,130,517	90.0%	1,917,465	10.0%	213,052
Tools and Work Equipment	473,641	0	473,641	90.0%	426,277	10.0%	47,364
Wellfield Generator	200,000	0	200,000	90.0%	180,000	10.0%	20,000
Distribution Mains Equipment	-	0	-	40.0%	0	60.0%	0
Meter Reading Equipment	-	0	-	90.0%	0	10.0%	0
Other - Diesel Fire Pump Controller	18,000	0	18,000	90.0%	16,200	10.0%	1,800
Mains	-	0	-		0		0
Transmission	1,834,359	0	1,834,359	40.0%	733,744	60.0%	1,100,615
Distribution	11,974,183	2,110,600	14,084,783	40.0%	5,633,913	60.0%	8,450,870
Meters	1,107,616	250,000	1,357,616	100.0%	1,357,616	0.0%	0
Hydrants	684,608	17,000	701,608	0.0%	0	100.0%	701,608
Sprinkler Connections	-	0	-	0.0%	0	100.0%	0
Services	799,792	0	799,792	100.0%	799,792	0.0%	0
Other-WIP	53,534	0	53,534	90.0%	48,181	10.0%	5,353
TOTAL	30,040,128	2,442,600	32,482,728	54.3%	17,652,500	45.7%	14,830,228

Town of Amherst Water Utility
Allocation of Fire Protection Charges
Projected Expenses for 2027/28

	Estimated Expenses	Percent Allocation to fire Protection	Fire Protection Charge
Source of Supply	39,000	10.0%	3,900
Power and Pumping	168,845	10.0%	16,885
Water Treatment	34,400	10.0%	3,440
Transmission and Distribution	1,033,664	45.8%	473,518
Administration and General	788,804	10.0%	78,880
Depreciation	579,737	45.8%	265,575
Taxes	33,000	10.0%	3,300
Return on Rate Base	179,796	45.8%	82,364
Total	2,857,245	32.5%	927,862

Town of Amherst Water Utility
Allocation of Fire Protection Charges
Projected Expenses for Year 2028/29

	Estimated Expenses	Percent Allocation to fire Protection	Fire Protection Charge
Source of Supply	41,000	10.0%	4,100
Power and Pumping	174,752	10.0%	17,475
Water Treatment	35,820	10.0%	3,582
Transmission and Distribution	1,069,365	45.1%	482,009
Administration and General	792,000	10.0%	79,200
Depreciation	642,396	45.1%	289,555
Taxes	33,500	10.0%	3,350
Return on Rate Base	228,551	45.1%	103,018
Total	3,017,384	32.6%	982,289

Town of Amherst Water Utility
Allocation of Fire Protection Charges
Projected Expenses for Year 2029/30

	Estimated Expenses	Percent Allocation to fire Protection	Fire Protection Charge
Source of Supply	43,000	10.0%	4,300
Power and Pumping	177,667	10.0%	17,767
Water Treatment	37,246	10.0%	3,725
Transmission and Distribution	1,111,425	45.7%	507,429
Administration and General	824,212	10.0%	82,421
Depreciation	696,193	45.7%	317,852
Taxes	34,000	10.0%	3,400
Return on Rate Base	227,545	45.7%	103,887
Total	3,151,288	33.0%	1,040,781

Worksheet C-2

09-Nov-26

Town of Amherst Water Utility				
Calculation of rate Base and required Return on rate Base				
Years Ending March 31st				
	2026/27	**2027/28**	**2028/29**	**2029/30**
	(Budget)	**(Projected)**	**(Projected)**	**(Projected)**
RATE BASE				
Utility plant in Service March 31st	28,371,128	29,143,128	30,040,128	32,482,728
Less Accumulated Depreciation on actual cost of plant in service (Estimated)	(8,534,217)	(9,113,953)	(9,756,349)	(10,452,542)
Less unamortized amount of capital contribution for plant in service	(444,015)	(438,030)	(432,045)	(1,239,596)
Estimated Rate Base at Year End	19,392,896	19,591,145	19,851,734	20,790,590
REQUIRED RETURN				
Non-operating Expenditures (B-2)	298,220	296,246	295,001	293,995
Less Non-operating Revenue	(8,000)	(58,000)	(8,000)	(8,000)
Less Other Non-operating Revenue (B-2)	(58,450)	(58,450)	(58,450)	(58,450)
Return on Rate Base	231,770	179,796	228,551	227,545
Required Rate of Return (Req'd Return/Est Rate Base)	1.20%	0.92%	1.15%	1.09%

Town of Amherst Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2027/28

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	39,000	3,900	35,100							100%	35,100
Power and Pumping	168,845	16,885	151,961							100%	151,961
Water Treatment	34,400	3,440	30,960							100%	30,960
Transmission and Distribution	1,033,664	473,518	560,146			0%	0	100%	560,146		
Administration and General	788,804	78,880	709,923	10%	70,992	90%	638,931				
Depreciation	579,737	265,575	314,161			40%	125,664	30%	94,248	30%	94,248
Taxes	33,000	3,300	29,700			100%	29,700	0%	0	0%	0
Return on Rate Base	179,796	82,364	97,432			40%	38,973	30%	29,230	30%	29,230
SUBTOTAL	2,857,245	927,862	1,929,383		70,992		833,268		683,624		341,498
TOTAL	2,857,245	927,862	1,929,383		70,992		833,268		683,624		341,498

Town of Amherst Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2028/29

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	41,000	4,100	36,900							100%	36,900
Power and Pumping	174,752	17,475	157,277							100%	157,277
Water Treatment	35,820	3,582	32,238							100%	32,238
Transmission and Distribution	1,069,365	482,009	587,357			0%	0	100%	587,357		
Administration and General	792,000	79,200	712,800	10%	71,280	90%	641,520				
Depreciation	642,396	289,555	352,841			40%	141,136	30%	105,852	30%	105,852
Taxes	33,500	3,350	30,150			100%	30,150	0%	0	0%	0
Return on Rate Base	228,551	103,018	125,533			40%	50,213	30%	37,660	30%	37,660
SUBTOTAL	3,017,384	982,289	2,035,096		71,280		863,020		730,869		369,927
TOTAL	3,017,384	982,289	2,035,096		71,280		863,020		730,869		369,927

Town of Amherst Water Utility
Calculation of Revenue Required for Each Billing/Cost Category
2029/30

	Total Revenue Required	Fire Protection Revenue	Revenue Required from Metered Rates	Charge				Commodity Charge			
				Customer		Base		Delivery		Production	
Source of Supply	43,000	4,300	38,700							100%	38,700
Power and Pumping	177,667	17,767	159,901							100%	159,901
Water Treatment	37,246	3,725	33,521							100%	33,521
Transmission and Distribution	1,111,425	507,429	603,996			0%	0	100%	603,996		
Administration and General	824,212	82,421	741,791	10%	74,179	90%	667,612				
Depreciation	696,193	317,852	378,341			40%	151,336	30%	113,502	30%	113,502
Taxes	34,000	3,400	30,600			100%	30,600	0%	0	0%	0
Return on Rate Base	227,545	103,887	123,658			40%	49,463	30%	37,097	30%	37,097
SUBTOTAL	3,151,288	1,040,781	2,110,507		74,179		899,011		754,595		382,721
TOTAL	3,151,288	1,040,781	2,110,507		74,179		899,011		754,595		382,721

Worksheet C-4

09-Nov-26

Town of Amherst Water Utility
Service Connections and Equivalents
2027/28

Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	515	1	515
5/8"	3406	1	3,406
3/4"	65	1.5	98
1"	95	2.5	238
1.5"	48	5	240
2"	36	8	288
3"	11	16	176
4"	5	25	125
6"	0	50	0
8"	0	90	0
TOTAL	4181		5,085

Town of Amherst Water Utility
Service Connections and Equivalents
2028/29

Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	515	1	515
5/8"	3410	1	3,410
3/4"	65	1.5	98
1"	95	2.5	238
1.5"	48	5	240
2"	36	8	288
3"	11	16	176
4"	5	25	125
6"	0	50	0
8"	0	90	0
TOTAL	4185		5,089

Town of Amherst Water Utility
Service Connections and Equivalents
2029/30

Meter Size	Number of Services	Capacity Ratio	System Equivalents
Unmetered	515	1	515
5/8"	3414	1	3,414
3/4"	65	1.5	98
1"	95	2.5	238
1.5"	48	5	240
2"	36	8	288
3"	11	16	176
4"	5	25	125
6"	0	50	0
8"	0	90	0
TOTAL	4189		5,093

Town of Amherst Water Utility
Service Connections and Equivalents
2027/28

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
Unmetered	1	163.87	16.98	180.85	45.21
5/8"	1	163.87	16.98	180.85	45.21
3/4"	1.5	245.80	16.98	262.78	65.70
1"	2.5	409.67	16.98	426.65	106.66
1.5"	5	819.34	16.98	836.32	209.08
2"	8	1,310.94	16.98	1,327.92	331.98
3"	16	2,621.89	16.98	2,638.87	659.72
4"	25	4,096.70	16.98	4,113.68	1,028.42
6"	50	8,193.40	16.98	8,210.38	2,052.59
8"	90	14,748.11	16.98	14,765.09	3,691.27
TOTAL					

Town of Amherst Water Utility
Service Connections and Equivalents
2028/29

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
Unmetered	1	169.59	17.03	186.62	46.65
5/8"	1	169.59	17.03	186.62	46.65
3/4"	1.5	254.38	17.03	271.41	67.85
1"	2.5	423.96	17.03	441.00	110.25
1.5"	5	847.93	17.03	864.96	216.24
2"	8	1,356.68	17.03	1,373.71	343.43
3"	16	2,713.36	17.03	2,730.40	682.60
4"	25	4,239.63	17.03	4,256.66	1,064.17
6"	50	8,479.26	17.03	8,496.30	2,124.07
8"	90	15,262.68	17.03	15,279.71	3,819.93
TOTAL					

Town of Amherst Water Utility
Service Connections and Equivalents
2029/30

Meter Size	Capacity Ratio	Base Charge	Customer Charge	Total Base Charge	
				Annual	Quarterly
Unmetered	1	176.52	17.71	194.23	48.56
5/8"	1	176.52	17.71	194.23	48.56
3/4"	1.5	264.78	17.71	282.49	70.62
1"	2.5	441.30	17.71	459.01	114.75
1.5"	5	882.59	17.71	900.30	225.08
2"	8	1,412.15	17.71	1,429.86	357.46
3"	16	2,824.30	17.71	2,842.01	710.50
4"	25	4,412.97	17.71	4,430.68	1,107.67
6"	50	8,825.95	17.71	8,843.66	2,210.91
8"	90	15,886.71	17.71	15,904.42	3,976.10
TOTAL					

Worksheet C-6

09-Nov-26

Town of Amherst Water Utility
Water Consumption by Block

Meter Size	Actual Current Consumption 1st Block Cubic Metres	2027/28 Consumption 1st Block Cubic Metres
Unmetered	129,780	129,131
5/8"	568,227	566,048
3/4"	31,392	31,392
1"	53,264	53,264
1.5"	70,355	70,355
2"	101,844	101,844
3"	78,609	78,609
4"	118,078	118,078
6"	-	0
8"	-	0
TOTAL	1,151,549	1,148,721

Town of Amherst Water Utility
Water Consumption by Block

Meter Size	2028/29 Current Consumption 1st Block Cubic Metres	2029/30 Consumption 1st Block Cubic Metres
Unmetered	128,485	127,843
5/8"	563,880	561,723
3/4"	31,392	31,392
1"	53,264	53,264
1.5"	70,355	70,355
2"	101,844	101,844
3"	78,609	78,609
4"	118,078	118,078
6"	0	0
8"	0	0
TOTAL	1,145,907	1,143,107

Worksheet C-7

09-Nov-26

Town of Amherst Water Utility
Calculation of Consumption Charge
2027/28

NET PRODUCTION EXPENSE	BLOCK 1
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.297
NET DELIVERY EXPENSES	
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.595
TOTAL CONSUMPTION CHARGE PER Cubic Meter	**0.892**

Town of Amherst Water Utility
Calculation of Consumption Charge
2028/29

NET PRODUCTION EXPENSE	BLOCK 1
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.323
NET DELIVERY EXPENSES	
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.638
TOTAL CONSUMPTION CHARGE PER Cubic Meter	**0.961**

Town of Amherst Water Utility
Calculation of Consumption Charge
2029/30

NET PRODUCTION EXPENSE	BLOCK 1
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.335
NET DELIVERY EXPENSES	
Total Charge Worksheet C-3 / Quantity Worksheet C-6	0.660
TOTAL CONSUMPTION CHARGE PER Cubic Meter	**0.995**

Worksheet C-8 09-Nov-26

Town of Amherst Water Utility
Water Consumption by Block
2027/28

BASE CHARGE

Meter Size	Number	Base Rate	Dollar Revenue
Unmetered	515	180.85	93,137
5/8"	3,406	180.85	615,967
3/4"	65	262.78	17,081
1"	95	426.65	40,532
1.5"	48	836.32	40,143
2"	36	1,327.92	47,805
3"	11	2,638.87	29,028
4"	5	4,113.68	20,568
6"	0	8,210.38	0
8"	0	14,765.09	0
TOTAL BASE REVENUE			904,261

CONSUMPTION CHARGE

	Quantity	$/ Cubic Meter	
1st Block	1,148,721	0.892	1,025,123
TOTAL CONSUMPTION REVENUE			1,025,123
TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION)			1,929,383

Town of Amherst Water Utility
Water Consumption by Block
2028/29

BASE CHARGE

Meter Size	Number	Base Rate	Dollar Revenue
Unmetered	515	186.62	96,108
5/8"	3,410	186.62	636,366
3/4"	65	271.41	17,642
1"	95	441.00	41,895
1.5"	48	864.96	41,518
2"	36	1,373.71	49,454
3"	11	2,730.40	30,034
4"	5	4,256.66	21,283
6"	0	8,496.30	0
8"	0	15,279.71	0
TOTAL BASE REVENUE			934,300

CONSUMPTION CHARGE

	Quantity	$/ Cubic Meter	
1st Block	1,145,907	0.961	1,100,796
TOTAL CONSUMPTION REVENUE			1,100,796
TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION)			2,035,096

Town of Amherst Water Utility
Water Consumption by Block
2029/30

BASE CHARGE

Meter Size	Number	Base Rate	Dollar Revenue
Unmetered	515	194.23	100,027
5/8"	3,414	194.23	663,091
3/4"	65	282.49	18,362
1"	95	459.01	43,606
1.5"	48	900.30	43,215
2"	36	1,429.86	51,475
3"	11	2,842.01	31,262
4"	5	4,430.68	22,153
6"	0	8,843.66	0
8"	0	15,904.42	0
TOTAL BASE REVENUE			973,190

CONSUMPTION CHARGE

	Quantity	$/ Cubic Meter	
1st Block	1,143,107	0.995	1,137,317
TOTAL CONSUMPTION REVENUE			1,137,317
TOTAL OPERATING REVENUES FOR YEAR (BASE + CONSUMPTION)			2,110,507

Worksheet C-9

09-Nov-26

Town of Amherst Water Utility
Calculation of Bulk Water Rate
Years Ending March 31st

	2027/28	2028/29	2029/30
Cost Base			
Total Operating Expenses (Worksheet B-2)	2,677,449	2,788,833	2,923,743
Total Non Operating Expenses (Worksheet B-2)	296,246	295,001	293,995
Total Expenses	2,973,695	3,083,834	3,217,738
Water Consumption (Worksheet C-6) in cubic meters	1,148,721	1,145,907	1,143,107
Unit Calculations			
Unit cost per cubic meter	2.589	2.691	2.815
Operating cost and profit mark-up	30%	30%	30%
Bulk rate per cubic meter	3.37	3.50	3.66

Town of Amherst Water Utility
Comparison of Current Water Rates with Proposed New Rates
2027/28

Meter Size	Average Quarterly Consumption	Base Charge Current	Base Charge Proposed	Percent Change	Commodity Charge Current	Commodity Charge Proposed	Percent Change	Quarterly Water Bill Current	Quarterly Water Bill Proposed	Dollar Change	Percent Change
Unmetered								95.81	102.10	6.29	6.6%
5/8"	42	39.49	45.21	14.5%	37.14	37.08	-0.2%	76.63	82.29	5.66	7.4%
3/4"	121	57.48	65.70	14.3%	107.94	107.75	-0.2%	165.42	173.44	8.02	4.8%
1"	140	93.45	106.66	14.1%	125.31	125.09	-0.2%	218.76	231.75	12.99	5.9%
1.5"	366	183.40	209.08	14.0%	327.59	327.01	-0.2%	510.99	536.09	25.09	4.9%
2"	707	291.33	331.98	14.0%	632.28	631.15	-0.2%	923.61	963.14	39.52	4.3%
3"	1,787	579.15	659.72	13.9%	1,597.18	1,594.33	-0.2%	2,176.33	2,254.05	77.71	3.6%
4"	5,904	902.95	1,028.42	13.9%	5,278.09	5,268.66	-0.2%	6,181.04	6,297.08	116.04	1.9%
6"	-	1,802.39	2,052.59	13.9%	-	-		1,802.39	2,052.59		
8"	-	3,241.49	3,691.27	0.0%	-	-		3,241.49	3,691.27		

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Town of Amherst Water Utility
Comparison of Current Water Rates with Proposed New Rates
2028/29

Meter Size	Average Quarterly Consumption	Base Charge Current	Base Charge Proposed	Percent Change	Commodity Charge Current	Commodity Charge Proposed	Percent Change	Quarterly Water Bill Current	Quarterly Water Bill Proposed	Dollar Change	Percent Change
Unmetered								102.10	107.41	5.31	5.2%
5/8"	41	45.21	46.65	3.2%	37.08	39.71	7.1%	82.29	86.37	4.08	5.0%
3/4"	121	65.70	67.85	3.3%	107.75	115.99	7.6%	173.44	183.84	10.40	6.0%
1"	140	106.66	110.25	3.4%	125.09	134.65	7.6%	231.75	244.90	13.15	5.7%
1.5"	366	209.08	216.24	3.4%	327.01	352.01	7.6%	536.09	568.25	32.16	6.0%
2"	707	331.98	343.43	3.4%	631.15	679.41	7.6%	963.14	1,022.84	59.70	6.2%
3"	1,787	659.72	682.60	3.5%	1,594.33	1,716.23	7.6%	2,254.05	2,398.82	144.78	6.4%
4"	5,904	1,028.42	1,064.17	3.5%	5,268.66	5,671.48		6,297.08	6,735.65	438.57	7.0%
6"	-	2,052.59	2,124.07	3.5%	-			2,052.59			0.0%
8"	-	3,691.27	3,819.93		-	-		3,691.27			

Town of Amherst Water Utility
Comparison of Current Water Rates with Proposed New Rates
2029/30

Meter Size	Average Quarterly Consumption	Base Charge Current	Base Charge Proposed	Percent Change	Commodity Charge Current	Commodity Charge Proposed	Percent Change	Quarterly Water Bill Current	Quarterly Water Bill Proposed	Dollar Change	Percent Change
Unmetered								107.41	111.24	3.82	3.6%
5/8"	41	46.65	48.56	4.1%	39.71	40.93	3.1%	86.37	89.48	3.12	3.6%
3/4"	121	67.85	70.62	4.1%	115.99	120.13	3.6%	183.84	190.75	6.91	3.8%
1"	140	110.25	114.75	4.1%	134.65	139.46	3.6%	244.90	254.21	9.31	3.8%
1.5"	366	216.24	225.08	4.1%	352.01	364.58	3.6%	568.25	589.65	21.41	3.8%
2"	707	343.43	357.46	4.1%	679.41	703.67	3.6%	1,022.84	1,061.13	38.30	3.7%
3"	1,787	682.60	710.50	4.1%	1,716.23	1,777.51	3.6%	2,398.82	2,488.01	89.18	3.7%
4"	5,904	1,064.17	1,107.67	4.1%	5,671.48	5,873.99	0.0%	6,735.65	6,981.66	246.02	3.7%
6"	-	2,124.07	2,210.91	4.1%			0.0%				0.0%
8"	-	3,819.93	3,976.10		-	-					

Worksheet D-2

09-Nov-26

Town of Amherst Water Utility
Comparative Statement of Operations
Fiscal Years ending March 31st

	2026/27 Year	Projection at Proposed Rates 2027/28 Test Yr 1	2028/29 Test Yr 2	2029/30 Test Yr 3
OPERATING REVENUES				
Flat Rate Sales	197,369	210,331	221,274	229,149
Metered Sales	1,566,073	1,719,052	1,813,822	1,881,357
Public Fire Protection	867,516	927,862	982,289	1,040,781
Private Hydrants	15,000	15,000	15,000	15,000
Sprinkler Service	17,250	17,250	17,250	17,250
Bulk Water Sales	10,000	10,000	10,000	10,000
Sale of Services	15,000	15,000	15,000	15,000
Sundry	1,200	1,200	1,200	1,200
Total	**2,689,408**	**2,915,695**	**3,075,834**	**3,209,738**
OPERATING EXPENDITURES				
Source of Supply	34,000	39,000	41,000	43,000
Power and Pumping	150,500	168,845	174,752	177,667
Water Treatment	29,800	34,400	35,820	37,246
Transmission and Distribution	955,348	1,033,664	1,069,365	1,111,425
Administration and General	717,327	788,804	792,000	824,212
Depreciation	531,147	579,737	642,396	696,193
Taxes	32,000	33,000	33,500	34,000
Total	**2,450,122**	**2,677,449**	**2,788,833**	**2,923,743**
OPERATING PROFIT (LOSS)	239,286	238,246	287,001	285,995
NON-OPERATING REVENUES				
Interest and other income	8,000	8,000	8,000	8,000
Transfer from General Operating Fund	0	50,000	0	0
Other- Interest on Depreciation account	0	0	0	0
Total	8,000	58,000	8,000	8,000
NON-OPERATING EXPENDITURES				
Debt Charges - Principal	101,141	101,141	101,141	101,141
Debt Charges - Interest	22,079	20,105	17,960	15,654
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
New Debt - Principal	0	0	0	0
New Debt - Interest	0	0	0	0
Permit Fee	0	0	900	2,200
Capital out of Revenue	40,000	40,000	40,000	40,000
Dividend to Owner	135,000	135,000	135,000	135,000
Total	298,220	296,246	295,001	293,995
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**(50,934)**	**0**	**0**	**0**
SURPLUS AT BEGINNING OF YEAR	**205,512**	**154,578**	**104,578**	**104,578**
TRANSFER TO NON-OPERATING REVENUE		**(50,000)**		**0**
ACCUMULATED SURPLUS (DEFICIT)	**154,578**	**104,578**	**104,578**	**104,578**

Appendix 1

Loan Calculator
Long Term Debt
2027/28

Interest Rate	**6.0%**
Term in years	**20**
Capital	**$ -**

Payment Schedule

	Principal	Interest	Total	Balance
Year				
1	$0.00	$0.00	-	-
2	$0.00	$0.00	-	-
3	$0.00	$0.00	-	-
4	$0.00	$0.00	-	-
5	$0.00	$0.00	-	-
6	$0.00	$0.00	-	-
7	$0.00	$0.00	-	-
8	$0.00	$0.00	-	-
9	$0.00	$0.00	-	-
10	$0.00	$0.00	-	-
11	$0.00	$0.00	-	-
12	$0.00	$0.00	-	-
13	$0.00	$0.00	-	-
14	$0.00	$0.00	-	-
15	$0.00	$0.00	-	-
16	$0.00	$0.00	-	-
17	$0.00	$0.00	-	-
18	$0.00	$0.00	-	-
19	$0.00	$0.00	-	-
20	$0.00	$0.00	-	-

Loan Calculator
Long Term Debt
2028/29

Interest Rate	**6.0%**
Term in years	**20**
Capital	**$ -**

Payment Schedule

	Principal	Interest	Total	Balance
Year				
1	$0.00	-	-	-
2	$0.00	-	-	-
3	$0.00	-	-	-
4	$0.00	-	-	-
5	$0.00	-	-	-
6	$0.00	-	-	-
7	$0.00	-	-	-
8	$0.00	-	-	-
9	$0.00	-	-	-
10	$0.00	-	-	-
11	$0.00	-	-	-
12	$0.00	-	-	-
13	$0.00	-	-	-
14	$0.00	-	-	-
15	$0.00	-	-	-
16	$0.00	-	-	-
17	$0.00	-	-	-
18	$0.00	-	-	-
19	$0.00	-	-	-
20	$0.00	-	-	-

Loan Calculator
Long Term Debt
2029/30

Interest Rate		**6.0%**
Term in years		**20**
Capital	**$**	**-**

Payment Schedule for Capital Works

	Principal	Interest	Total	Balance
Year				
1	$0.00	$0.00	-	-
2	$0.00	$0.00	-	-
3	$0.00	$0.00	-	-
4	$0.00	$0.00	-	-
5	$0.00	$0.00	-	-
6	$0.00	$0.00	-	-
7	$0.00	$0.00	-	-
8	$0.00	$0.00	-	-
9	$0.00	$0.00	-	-
10	$0.00	$0.00	-	-
11	$0.00	$0.00	-	-
12	$0.00	$0.00	-	-
13	$0.00	$0.00	-	-
14	$0.00	$0.00	-	-
15	$0.00	$0.00	-	-
16	$0.00	$0.00	-	-
17	$0.00	$0.00	-	-
18	$0.00	$0.00	-	-
19	$0.00	$0.00	-	-
20	$0.00	$0.00	-	-

SCHEDULES A, B, AND C
RATES AND CHARGES

SCHEDULE "A"
TOWN OF AMHERST
WATER UTILITY
SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2027)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.0 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Water Utility of the Town of Amherst.

1. RATES:

(a) Base Charges

	Quarterly
Unmetered (assuming 255 cubic meters per year)	102.10
Size of Meter	
5/8"	45.21
3/4"	65.70
1"	106.66
1.5"	209.08
2"	331.98
3"	659.72
4"	1,028.42
6"	2,052.59
8"	3,691.27

(b)	Consumption Rate (per cubic meter)	$0.892	per cubic meter
(c)	Bulk Water Rate (per cubic meter)	$3.37	per cubic meter

(c) Minimum Bill

The minimum bill shall be the Base Charge.

A

2. PUBLIC FIRE PROTECTION RATE

The Town of Amherst and the Municipality of the County of Cumberland shall pay annually in proportion to the number of hydrants serving each municipality to the water utility for fire protection on or before September 30, 2027 the sum of $927,862.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	$250.00 per Year ($62.50 per Quarter)
Each building serviced by a sprinkler service pipe of 8" or more in diameter	$300.00 per Year ($75.00 per Quarter)

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT RATES

Per hydrant per year $250.00 per Year ($62.50 per Quarter).

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of $60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of $50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is $150.00.

A

8. CONNECTION FEE

The Utility shall charge a $50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of $50.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of $150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of $50.00 ($150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a $25.00 administration fee plus any additional fees charged by the bank for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of $25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk water will be provided to licensed water haulers at designated locations at the cost per cubic meter as set put in the Rates (Item #1 above) or part thereof with a minimum charge of $ 75.00. Such charge shall be rendered for each loading.

A

SCHEDULE "B"
TOWN OF AMHERST
WATER UTILITY
SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2028)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.0 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Water Utility of the Town of Amherst.

1. RATES:

(a) Base Charges

	Quarterly
Unmetered (assuming 253 cubic meters per year)	107.41
Size of Meter	
5/8"	46.65
3/4"	67.85
1"	110.25
1.5"	216.24
2"	343.43
3"	682.60
4"	1,064.17
6"	2,124.07
8"	3,819.93

(b)	Consumption Rate (per cubic meter)	$0.961	per cubic meter
(c)	Bulk Water Rate (per cubic meter)	$3.50	per cubic meter

(c) Minimum Bill

The minimum bill shall be the Base Charge.

2. PUBLIC FIRE PROTECTION RATE

The Town of Amherst and the Municipality of the County of Cumberland shall pay annually in proportion to the number of hydrants serving each municipality to the water utility for fire protection on or before September 30, 2028 the sum of $982,289.

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	$250.00 per Year ($62.50 per Quarter)
Each building serviced by a sprinkler service pipe of 8" or more in diameter	$300.00 per Year ($75.00 per Quarter)

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT RATES

Per hydrant per year $250.00 per Year ($62.50 per Quarter).

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of $60.00 for connection and disconnection and a consumption charge for the amount of water used, as estimated by the water utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of $50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is $150.00.

B

8. CONNECTION FEE

The Utility shall charge a $50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of $50.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of $150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of $50.00 ($150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a $25.00 administration fee plus any additional fees charged by the bank for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of $25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk water will be provided to licensed water haulers at designated locations at the cost per cubic meter as set put in the Rates (Item #1 above) or part thereof with a minimum charge of $ 75.00. Such charge shall be rendered for each loading.

B

SCHEDULE "C"
TOWN OF AMHERST
WATER UTILITY
SCHEDULE OF RATES FOR WATER AND WATER SERVICES

(Effective for water supplied on and after 1 April 2029)

RATES

The rates set out below are the rates approved by the Board for water and water services when payment is made within 30 days from the date rendered as shown on the bill.

When payment is made after 30 days from the date rendered as shown on the bill, the rates will include interest charges of 1.0 % per month, or part thereof.

Each bill shall show the amount payable within 30 days from the date rendered as shown on the bill.

In this Schedule, the word "Utility" means the Water Utility of the Town of Amherst.

1. RATES:

(a) Base Charges

	Quarterly
Unmetered (assuming 252 cubic meters per year)	111.24
Size of Meter	
5/8"	48.56
3/4"	70.62
1"	114.75
1.5"	225.08
2"	357.46
3"	710.50
4"	1,107.67
6"	2,210.91
8"	3,976.10

(b)	Consumption Rate (per cubic meter)	$0.995	per cubic meter
(c)	Bulk Water Rate (per cubic meter)	$3.66	per cubic meter

(d) Minimum Bill

The minimum bill shall be the Base Charge.

C

2. PUBLIC FIRE PROTECTION RATE

The Town of Amherst and the Municipality of the County of Cumberland shall pay annually in proportion to the number of hydrants serving each municipality to the water utility for fire protection on or before September 30, 2029 the sum of $1,040,781.

For subsequent years, the annual public fire protection rate shall be based on the above or:

(a) the sum of 45.7% of Transmission and Distribution, Taxes and Depreciation expenses of the Utility, and 45.7% of the sum of the (Non-Operating Expenditures less the Non-Operating Revenue less Other Operating Revenue of the immediately preceding year), plus
(b) 10 % of all other expenses,

Whichever is greater

3. RATES FOR SPRINKLER SERVICE

Each building having a sprinkler system installed shall pay for the service as follows:

Each building serviced by a sprinkler service pipe of 6" or less in diameter	$250.00 per Year ($62.50 per Quarter)
Each building serviced by a sprinkler service pipe of 8" or more in diameter	$300.00 per Year ($62.50 per Quarter)

4. WATER FOR BUILDINGS OR WORKS UNDER CONSTRUCTION

The Utility may furnish water to any person requiring a supply thereof for the construction of a building or other works. This person shall deposit with the Utility such sum as may be determined by the Utility as is sufficient to defray the cost of making the necessary connection to any water service or main together with the cost of the meter to be installed to measure the water consumed. Upon completion of the work and the return of the meter to the Utility, a refund will be made after deducting the cost, if any, of repairing the meter and of testing the same and payment of the base and connection charges and the consumption rates in respect to such installation.

5. PRIVATE HYDRANT RATES

Per hydrant per year $250.00 ($62.50 per Quarter).

6. RATES FOR WATER SUPPLIED FROM FIRE HYDRANTS

Whenever the use of any fire hydrant is desired for supplying water for any purpose, excepting those of the Fire Department for fire use, the Utility may grant a permit containing such terms and conditions as it may provide, including arrangements regarding supervision of the opening and closing of the hydrant, and a service charge for commercial consumers of $60.00 for connection and disconnection and a consumption

C

charge for the amount of water used, as estimated by the water utility, at meter consumption rates.

7. CHARGES FOR RE-ESTABLISHING WATER SERVICE

When water service has been suspended for any violation of the Rules and Regulations of the Utility, such water service shall not be re-established until a reconnection charge of $50.00 has been paid to the Utility. If reconnection is outside of regular working hours, the charge is $150.00.

8. CONNECTION FEE

The Utility shall charge a $50.00 fee for the creation of a water account, notwithstanding the fact that no physical disconnection of the system may have occurred.

9. DISCONNECTION FEE

Whenever a customer, for any reason requests that the water be turned off from any premises, a charge of $50.00 shall be made for turning off the water, and no additional charge shall be made for turning it on again when this is requested unless such request is after regular working hours of the Utility when a fee of $150.00 shall apply.

10. SPECIAL SERVICE CHARGE:

A special service charge of $50.00 ($150.00 if such work is performed after regular working hours) shall be made to each customer receiving a necessary or requested service, such as the shutting off or turning on of water service or other special services not provided for elsewhere in the schedules or the rules and regulations. In the case where the shutting off is requested because there is no operable shut off valve serving the dwelling, an isolation valve must be installed.

11. CHARGE FOR NON-NEGOTIABLE CHEQUES

The Utility may charge a $25.00 administration fee plus any additional fees charged by the bank for cheques that, due to non-negotiability, have been rejected by the Utility's bank.

12. CHARGE FOR MISSED APPOINTMENT BY CUSTOMERS

Where an appointment has been made by a customer to have a water service hooked up or a meter inspected, or water turned on to a property, or other visits to the property for the inception or maintenance of water service to the property, and the customer fails to keep the appointment or the plumbing is not completed to allow for installation of a water meter and the Utility's staff have to return to the property, there may be a charge of $25.00 for each visit if, in the judgment of the Utility, it is required.

13. RATE FOR BULK WATER

Bulk water will be provided to licensed water haulers at designated locations at the cost per cubic meter as set put in the Rates (Item #1 above) or part thereof with a minimum charge of $ 75.00. Such charge shall be rendered for each loading.

C

SCHEDULE D

RULES AND REGULATIONS

SCHEDULE D

TOWN OF AMHERST
WATER UTILITY

SCHEDULE OF RULES AND REGULATIONS
GOVERNING THE SUPPLY OF WATER AND WATER SERVICES
(Effective 1 April 2027)

1. In these Rules and regulations, unless the context otherwise requires, the expression:

"Town" means the Town of Amherst

"Utility" means the Water Utility of the Town of Amherst

"Customer" means a person, firm or corporation who, or which, contracts to be supplied with water at a specific location or locations.

"Municipality" means the Municipality of the Count of Cumberland

"Flat Rate Service" means that type of unmetered service charged for by all flat rates.

"Metered Rate Service" means that type of service charged for at metered rates and is supplied to customers other than those supplied by fixture and flat rate service. Metered rate service is required for all new services except mobile homes.

"Radio Frequency Meter" means a meter which uses radio frequency transmission technology to allow the Utility to read the individual Customer's water consumption remotely.

"ERT – Encoder Receiver Transmitter" means a device used to transmit data from a water meter to the Utility and is deemed to be a part of such meter.

2. **LIABILITY FOR PAYMENT OF WATER BILL:** An agreement is deemed to exist between a customer and the Utility for the supply of water service at such rates and in accordance with these Regulations by virtue of:

a) the customer applying for and receiving approval for water service;

b) the customer consuming or paying for water service from the date that the customer who is a party to an agreement pursuant to clause (a) (the customer of record) moves out of the premises, in which case the customer of record shall remain jointly and severally liable for the water service account up to the date the Utility is notified that the customer of record wishes to terminate the supply of water service.

A property owner who rents or leases a property or self-contained unit to a tenant or lessee shall be the customer. The property owner shall be required to open an account for the provision of water at the property that is rented or leased.

c) Any person, business or corporation that receives water service without the consent of the Utility, shall be liable for the cost of such water service which cost shall be determined in the sole discretion of the Utility based upon its reasonable estimate of the amount of water utilized.

3. **DEPOSITS**: When required, an applicant for service shall deposit with the Utility a sum equal to the estimated charges for such service for a period of six months. The estimated charges will be based on the minimum bill for metered customers. This deposit shall be held by the Utility as collateral security for the payment of the customer's bills, but is not to be considered as a payment on account thereof. When the customer ceases to use the service and discharges all his liability to the utility in respect of such service, the deposit shall be returned to him with interest at the rate of 2% per annum, not compounded.

4. **REFUSAL OF SERVICE**: Service may be refused or suspended to any customer who has failed to discharge all of his liabilities to the Utility.

5. **BILLING:** If a contract is entered into or terminated at any time other than a regular billing date, the amount to be charged to the customer shall be the pro rata proportion to the next billing date, of the regular service charge for the billing period, plus the consumption charge, if any.

The Utility charges the base rate for the entire year for seasonal customers. The quarterly base rate charge will apply for each period regardless of water turn-offs.

6. **PAYMENT OF BILLS**: Bills shall be rendered to each customer at intervals of approximately three months and are due and payable when rendered. Bills not paid within 30 days of the date rendered, shall incur an interest charge at the prescribed monthly rate for each month or part thereof.

7. **ADJUSTMENT OF BILLS**:

(a) Where meters exist - If the seal of a meter is broken or if a meter does not register correctly, the bill for that water service shall be estimated in accordance with the best data available. Any customer desiring to question a water bill must do so in writing within 30 days of the bill being rendered.

(b) Customers Under billed - Should it be necessary for the Utility to make a billing adjustment as a result of a customer being under billed for any reason, such adjustment shall be retroactive for a maximum of four billing periods or one year, whichever is the longest. Notwithstanding the above, in the event that a billing adjustment is the result of the customer's illegal connection to the water system or willful interference or damage of metering equipment (where they exist), the

billing adjustment in such circumstances will not be limited to one year or four billing periods, but rather the customer shall be responsible for all payments of such accounts from the date such illegal connection or interference to meter equipment took place.

(c) (c) Customer Over billed - Notwithstanding 7(a) above, should it become necessary for the Utility to make a billing adjustment as a result of a customer being over billed for any reason, such adjustment will be estimated by the Utility, and the Utility will be responsible for payment of the over billed amount with interest calculated on the basis of current simple interest paid by the bank respecting the period during which the customer was incorrectly billed by the Utility, such period not to exceed five years.

8. **ESTIMATED READINGS FOR BILLING PURPOSES - METERED CUSTOMERS:** If the Utility is unable to obtain a meter reading for billing purposes, after exercising due diligence in the usual practice of meter reading, the bill for that service shall be estimated in accordance with the best data available, subject, however, to the provision that in no circumstance will an estimated reading be used for more than two (2) consecutive billing periods. If an estimated bill is rendered for two (2) consecutive billing periods, the Utility shall notify the customer by regular mail that arrangements must be made for the Utility to obtain a reading and failing such arrangements, the Utility may suspend service until such arrangements are made. When such meter reading has been obtained the previous estimated bill or bills shall be adjusted accordingly.

9. **SUSPENSION OF SERVICE FOR NON PAYMENT BILLS**: The Utility shall have the right to enter onto customers' premises within reasonable hours to suspend service to customers whose bills remain unpaid for more than forty calendar days after the date rendered. The customer shall pay the reconnection fee as set out in the Schedule of Rates and Charges for Re-establishing Water Service after each suspension. Service suspension can be delayed if approved payment arrangements have been made and the customer is in compliance with arrangements.

10. **WATER TO BE SUPPLIED BY METER**: Except where water is used for construction purposes from a hydrant under the supervision of the Utility and except as in these regulations otherwise provided, all services other than those used exclusively for fire protection shall be metered. Any building occupied by more than one tenant may have a separate meter with appropriate isolation valves for each tenant. With the Utility's approval, such a building may be serviced by one meter, provided the landlord is the customer. The Utility shall determine the size and type of meter in consultation with the customer to be installed in each case. All meters shall be the property of the Utility.

11. **INSTALLATION AND REMOVAL OF METERS**: Meters shall be installed and removed only by employees or duly authorized representatives of the Utility and no other person shall install, alter, change or remove a meter without the written permission of the Utility. The plumbing and connections shall be properly prepared to receive the installation of

such meters to the approval of and without expense to the Utility.

12. **RADIO FREQUENCY METERS:** Where radio frequency meters become available to a Customer the Utility is authorized to require such Customer to have a radio frequency meter installed for the metering of Service. Where radio frequency meters are the standard meter in use and a radio frequency meter is not installed at the Customer's direction, such Customer will be subject to a charge of $75.00 per read for the measurement of Service by a meter which is required to be read manually and such meter will be read on a quarterly basis.

13. **METER READERS**: Each meter reader shall be provided with an official identification, which he/she shall exhibit on request.

14. **ACCESS TO CUSTOMER'S PREMISES**: Representatives of the Utility shall have right of access to all parts of a customer's property or premises at all reasonable hours for the purpose of inspecting any water pipes or fittings, or appliances, or discontinuing service, or for the purpose of installing, removing, repairing, reading or inspecting meters. The Utility shall have the right to suspend service to any customer who refuses such access.

15. **LOCATION OF METERS**: The Utility shall have the right to refuse service to, or suspend the service of, any customer who does not provide a place which, in the opinion of the Utility, is suitable for the meter. It should be in the building served, at or near the point of entry of the service pipe, in a place where it can be easily read and where it will not be exposed to freezing temperatures.

    Where the premises of a customer are of such a nature that a meter cannot be properly installed in a building or if the building is not sufficiently frost-proof as to guarantee the safety of the meter, the Utility may order the construction of a suitable frost-proof box in which the meter can be installed. Service to such premises may be refused or suspended until such a frost-proof box approved by the Utility is installed.

16. **DAMAGE TO WATER METERS**: Each customer shall be responsible for the meter installed on his service and shall protect it. He shall be liable for any damage to the meter resulting from carelessness, hot water or steam, or the action of frost or from any other cause not the fault of the Utility or its employees. The cost to the Utility occasioned by such damage to the meter shall be paid by the customer. If after the rendering of a bill by the Utility to the customer for such cost the same is not paid within 40 days from the date rendered, the supply of water to the customer concerned may be suspended until all charges are paid.

    Where the Utility determines a Customer is liable pursuant to subsection 22, such customer shall pay to the Utility:

a)	Damaged ERT*	$80.00
b)	Wire to ERT cut	$80.00
c)	Damaged 15mm water meter	$110.00
d)	Damaged 19mm water meter	$145.00

e)	Damaged 25mm or larger water meter	market price/cost recovery
f)	Stolen meter	market price/cost recovery

If after the rendering of a bill by the Utility to the customer for such cost the same is not paid within 40 days from the date rendered, the supply of water to the customer concerned may be suspended until all charges are paid. Repetitive occurrences of damage to the meter or the illegal breaking or removal of the seal of the meter may result in the suspension of water service to that customer by the utility.

17. **METER TESTING**. On the request to have their meter tested, the Utility may charge the sum of $100.00 to defray, in part, the cost of making the test for meters up to 1 ½ inch in size. In the case of meters 1-1/2 inches and larger, the actual cost of the test will be paid by the customer. If the test shows that the meter is over registering by more than one and one half percent (1 ½%) for positive displacement meters and three percent (3%) for turbine or compound meters, the sum so deposited will be refunded to the customer.

18. **PLUMBING TO BE SATISFACTORY**: All plumbing, pipes and fittings, fixtures, and other devices for conveying, distributing, controlling, or utilizing water which are used by a customer and are not the property of the Utility, shall be installed in the manner provided by the Regulations of and be approved by the proper official of the Town of Amherst and/or the operators of the Utility. The water shall not be turned on (except for construction or testing purposes) until the applicant for service has satisfied the Utility that these requirements have been met. The supply of water may be discontinued to any customer at any time if, in the opinion of the proper official of the Town of Amherst and/or the operator of the Utility, the plumbing, pipes, fittings, fixtures, or other devices as hereinbefore mentioned, or any of them, fail to comply with the above requirements, or if any part of the water system of such customer or the meter is in any unsuitable, dirty, unsanitary or inaccessible place. Service shall not be re-established until such condition is corrected to the satisfaction of the Utility.

19. **REMOTE REGISTERING WATER METERS**: When a remote registering water meter is installed on a customer's premises under a general outside register installation program of the Utility, then the cost of the meter and its installation shall be paid by the Utility. The meter shall become the property of the Utility which shall become responsible for its operation, maintenance and replacement. Any damage to the meter caused by the negligence or wrongful acts or omissions by the customer, his agents or members of his family, shall be paid for by the customer, and the failure by the customer to make the payment shall entitle the Utility, after making a forty day written demand for the payment, to disconnect the water service to the customer.

20. **CROSS CONNECTION CONTROL & BACKFLOW PREVENTION**:

(a) No owner, consumer, customer or other person hereinafter collectively referred to in this rule and regulation as "person" shall connect, cause to be connected, or allow to remain connected to the water system, or plumbing installation, without the express written consent of the Utility, any piping fixtures, fittings container or appliance in a

manner which, under any circumstances, may allow water, wastewater, or any other liquid, chemical or substance, to ingress or egress the water system.

(b) Where, in the opinion of the Utility, there may be a risk of contamination to the potable water system, notwithstanding the provisions of subparagraph (a), the Utility may require the customer, at the customers sole cost and expense, to install at any point on the customers water service connection or water service pipe, one or more backflow prevention (BFP) devices, which devices shall be of a quality and type approved by the Utility.

(c) All BFP devices shall be maintained in good working order. Such devices must be inspected and tested by a certified tester, approved by the Utility, at the expense of the customer. Such inspections shall take place upon installation, and thereafter annually, or more often if required by the Utility. The customer shall submit a report in a form approved by the Utility on any or all tests performed on a BFP device within 30 days of a test. A record card shall be displayed on or adjacent to the BFP device on which the tester shall record the name and address of the owner of the device; the location, type, manufacturer, serial number and size of the device; and the test date, the tester's initials, the tester's name, the name of his employer, and the tester's license number.

(d) The Utility shall only accept test results from individuals/companies who have a valid Cross Connection Control Tester's License.

(e) In the event of any breach, contravention or non-compliance by a person of any of the provision and regulations in a sub-paragraphs (a),(b),(c) or (d) the Utility may:

(i) suspend water service to such person, or

(ii) give notice to the person to correct the breach, contravention or non-compliance within 96 hours, or a specified lesser period. If the person fails to comply with such notice, the Utility may immediately thereafter suspend water service to such person.

21. **DANGEROUS CONNECTIONS**: No connection shall be permitted to any installation; equipment or source in such a manner as may allow any contamination to pass from such installation, equipment or source into the Utility's water supply system. If any such connection exists the Utility may discontinue the supply of water to such customer.

22. ALTERNATE WATER SUPPLY PROHIBITED: Connection of any customer's installation served by the Utility to any other source of water supply is prohibited. Failure to comply with this regulation shall entitle the Utility to suspend the service.

23. **PROHIBITED DEVICES**: Service may be refused or suspended by the Utility to any customer who installs or uses any device or appurtenance, as, for example, booster pumps, quick-opening or quick-closing valves, flushometers, water operated pumps or siphons, standpipes, or large outlets for supplying locomotives or ships, etc., which may

occasion sudden large demands of short or long duration, thereby requiring oversize meters and pipe lines, or affect the stability or regulation of water pressure in the Utility's system. Permission to install or use any such device or appurtenance must be obtained from the Utility, which permission shall specify what special arrangements, such as elevated storage tanks, surge tanks or equalizing tanks, etc., must be provided by the customer.

24. **IMPROPER USE OR WASTE OF WATER**: No customer shall permit the improper use or waste of water, such as providing water to more than one single family dwelling and /or apartment building from a single service, nor shall he sell or give water to any person except upon such conditions and for such purposes as may be approved in writing by the Utility.

25. **SERVICE PIPES**: Upon receipt of an application for service to any premises located on any portion of a street through which portion a main water pipe is laid and which premises are not already provided with water service, the Utility shall install a service pipe which it considers to be of suitable size and capacity from the water main to the street line. No pipe smaller than 3/4" in diameter shall be laid for any service.

The Utility shall supply and install the 3/4" service pipe and fittings between the main pipe and the street line. The necessary excavation for the installation of the service pipe, backfilling and replacement of the street and sidewalk surfaces from the water main in the street to the street-line shall be carried out by the Utility and paid for by the applicant. The applicant shall be responsible for the excavation and the supply and installation of the service pipe including restoration from the street-line to the premise and all such work shall be carried out without cost to the Utility.

For services larger than 3/4" the whole cost shall be borne by the customer, less the cost of a 3/4" service from the main to the street line.

Should any person make application for more than one service to his premises, the decision as to the necessity of the additional service shall be made by the Utility, and if the additional service is installed, the total cost thereof from the main to the customer's premises shall be paid by such applicant.

All services must be installed in accordance with the Rules and Regulations of the Town and to the satisfaction of the Utility.

When a service has been installed without objection from the customer as to the location of the same, no subsequent removal of or alteration to the position of the pipe shall be made except at the expense of the customer requesting such removal or alteration.

26. **REPAIRS TO SERVICES**: If a leak or other trouble occurs it shall be repaired as soon as possible. If the leak or trouble occurs in a service line providing non-fire protection water supplies between the main and the property line it shall be repaired by the Utility at its expense. If the leak or trouble occurs elsewhere in a service line providing non-fire

protection water supplies, it shall be repaired by the customer at his/her expense.

If the leak or trouble occurs in a service line which provides private fire protection services (sprinkler or hydrant) it shall be repaired by the customer at his expense.

If a leak occurs on the customer's portion of his service pipe and, after being notified of same, he refuses or unduly delays to have repairs made, the Utility may discontinue the supply of water to such service pipe if, in its opinion, such action is necessary in order to prevent wastage of water. The Utility shall notify the customer affected of its intention to discontinue such supply.

27. **UNAUTHORIZED EXTENSIONS, ADDITIONS OR CONNECTIONS**: No person shall, without the written consent of the Utility, make or cause to be made any connections to any pipe or main or any part of the water system or in any way obtain or use water therefrom in any manner other than as set out in these Regulations. Any unauthorized connection shall be subject to removal by the Utility. The cost of the removal including labour and materials and an estimate of the water used together with a $200 service charge shall be paid by those who made the unauthorized connection.

28. **SEASON FOR LAYING PIPES:** The Utility shall not be required to lay any pipe at any season of the year or at any time which, in its opinion, is not suitable.

29. **PRIVATE FIRE PROTECTION:** Fire protection lines within buildings shall be installed so that all pipes will be open and readily accessible for inspection at any time, and no connection for any purpose other than fire protection shall be made thereto. Unless approved by the Utility in writing, no fire protection line shall be connected in any way to a metered service. Responsibility for the installation, maintenance of any and all privately owned fire protections systems, including fire protection lines, sprinkler systems and hydrants shall be the responsibility of the owner.

30. **LIABILITY OF UTILITY**: The Utility shall not be deemed to guarantee an uninterrupted supply or a sufficient or uniform pressure and shall not be liable for any damage or injury caused or done by reason of the interruption of supply, variation of pressure or on account of the turning off or turning on of the water for any purpose.

31. **INTERFERENCE WITH UTILITY PROPERTY:** No person, unless authorized by the Utility in writing, shall draw water from, open, close, cut, break, or in any way injure or interfere with any fire hydrant, water main, water pipe, or any property of the Utility or obstruct the free access to any hydrant, stop cock, meter, building, etc., provided, however, that nothing in this paragraph contained shall be deemed to prevent an officer or member of the Fire Department engaged in the work of such Department, from using any hydrant or other source of water supply of the Utility for such purpose.

32. **SUSPENDING SERVICE FOR VIOLATION:** Whenever, in the opinion of the Utility, violation of any of these Rules and Regulations is existing or has occurred, the Utility may cause the water service to be suspended from the premises where such violation has

occurred or is existing and may keep the same so suspended until satisfied that the cause for such action has been removed.

33. **RESUMPTION OF SERVICE:** In all cases where water service has been suspended for violation of any of these rules, service shall not be restored until the cause for violation has been removed.

34. **SPRINKLER SERVICE MAINS AND HYDRANT SYSTEM:** The customer shall be responsible for the cost of installing and maintaining a sprinkler service pipe from the main in the street to the building. It shall include a proper size control valve so that the service may be shut off if necessary. If requested by the applicant, a domestic service pipe may be connected to the sprinkler service pipe, but only if it is connected outside the building foundation wall and is provided with an approved shutoff valve located outside the building to permit control of the domestic service pipe without the necessity to enter the building. Before any domestic service pipe is connected to a sprinkler service pipe, the applicant must obtain approval from the appropriate authority and provide the Utility with a certified copy of such approval. The utility shall supervise the installation of same. When the private fire protection system includes private hydrants, these hydrants must be flushed during the Utility's regular flushing periods, under the supervision of the Utility's personnel. These hydrants shall be maintained in a manner, or on a regular basis as approved by the Utility. Fire protection lines within buildings shall be so installed that all pipes will be open and readily accessible for inspection at any time and no connection other than for fire protection shall be made thereto.

    The location and spacing of hydrants in new construction shall be installed in accordance with the Town of Amherst's Subdivision Regulations. All hydrants in the water system, including those on transmission mains, are available for fire protection.

35. **PRESSURE REDUCING VALVES:** Where, in the opinion of the Utility, it is necessary for proper water service, a customer shall install on the service pipe, between the meter and the shut off valve on the supply side of the meter, a pressure reducing valve of a type satisfactory to the Utility. The customer shall be responsible for the cost of installing and maintaining the pressure reducing valve at all time.

36. **PRESSURE RELIEF VALVES**: Whenever a pressure reducing valve has been installed by a customer in accordance with Regulation 35, the customer shall, for his own safety and protection, install on his hot water boiler and any other hot water heating device connected to the building's plumbing system, a pressure relief valve of an approved type, as well as an approved temperature limiting device. It shall be the customer's responsibility to maintain and keep in service the pressure relief valve at all times.

37. **EXTENSIONS**: Upon request of any owner or owners of property situated on any street or highway, in which a water main has not been laid, for the extension of water service thereto, such extension may be made upon execution of an agreement with the owner or owners on such terms and conditions as may be approved by the Utility and as approved by the Nova Scotia Utility and Review Board.

38. **DEPOSITS IN ADVANCE:** When a customer requests the Utility to do work for which they are required to pay and the Utility agrees to do the work, the Utility may require, before the work is started, a sum of money equal to the Utility's estimate of the probable cost of said work. When the actual cost is determined an adjustment in the payment shall be made. Regular service shall not be established by the Utility until all charges are paid in full.

39. **NO RESELLING WATER:** The Utility shall supply water only to customers for which there exists a contract. Water resold to others without the expressed written consent of the Utility is prohibited. In the event that a customer is reselling water to others without prior approval by the Utility, the Utility may suspend service to the premises until such time the approval to resell is granted.

40. **THEFT OF SERVICE:** The Commission may impose penalties in addition to charges for Service approved by these Regulations for each unauthorized Water Service Connection, as follows:

First incident	$300.00
Second incident, and each incident thereafter	$750.00

41. **WATER CONSERVATION DIRECTIVES:** The Utility may issue conservation of water directives to its customers, if in the opinion of the Utility, such directives are required to permit the Utility to provide reliable continuous water service to all customers served by the Utility. During such times as these directives are in force, customers who do not comply with the directives may have their water service suspended until such time as they agree to comply with the directive or upon suspension of the water conservation directive, whichever occurs first. Such customers shall be required to pay the Charge for Re-establishing Water Service as laid out in the approved Schedule of Rates for the Utility.

42. **EXTENTIONS OF SERVICE**: Any owner of property situated on a street or highway in which no water main has been laid (or where the main has been laid, but has not been extended to the point opposite the owner's property), may make application to the Utility requesting permission to have such a servicing extension carried out. The Utility would review the application and either give approval in principle for the extension, or advise the property owner that the extension is not feasible, and will provide the owner with the reason for refusing permission.

After approval in principle has been granted, the owner may sign a contract with the Utility requesting that the Utility install the water extension at his expense, or the owner may have the water line extended by a private contractor approved by the Utility. Where the latter is done, the extension must be designed and the construction supervised by a registered professional engineer with the design being approved by the Utility.

In any event, the cost of the extension shall be paid fully by the owner and the ownership of the water line turned over to the Utility before any water services are connected to the extended line.

After the water line has been turned over to the Utility, it shall become a part of the Town water utility and all of these regulations affecting the operation of the Utility shall apply.

43. **CURB STOP/CONTROL VALVE SERVICE BOX:** The curb stop/control valve service box housing the customers control valve shall be exposed for access by the Utility at all times. The Utility requires all curb stop/control valve service boxes and/or valves to be fully exposed and adjusted to final landscape grade before the installation of a customer's water meter. The customer shall not make any adjustments to the service box. Any adjustment to the service box requested by the customer shall be carried out by the Utility and paid for by the customer.

The customer shall ensure the curb stop/control valve service box and/or the valve box is exposed at all times. In the event that the curb stop/control valve service box is buried, paved over, back-filled or damaged as a result of carelessness, willful obstruction or any other occurrence that, in the opinion of the Utility, results in the requirement for the Utility to expose, re-expose, adjust or repair the curb stop /control valve service box, it shall be at the customer's expense. The Utility may undertake such activities as it deems necessary to gain access to the premises curb stop/control valve service box without expense to the Utility. When such action is undertaken, the reinstatement of the road, right–of-way, driveway, sidewalk, curb or landscape will be charged back to the customer if such activity is undertaken by the Utility

SYNOPSIS

Municipal Operating Access Agreement
Eastward Energy

The Town has had a Municipal Operating Access Agreement with Eastward Energy since 2005 and the agreement is reviewed by both parties every five years. This agreement allows Eastward Energy to install and maintain natural gas infrastructure within our street right-of-ways.

Apart from allowing access to our streets, the agreement protects both the Town and Eastward Energy by setting out responsibilities for issues such as liability, costs, damage to infrastructure, safety, construction coordination, and sharing information about future work.

The proposed new agreement contains only minor editorial and housekeeping changes, there are no significant changes. Staff have reviewed the proposed agreement and are recommending acceptance.

MOTION:
That Council approve the Municipal Operating Access Agreement with Eastward Energy Incorporated and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

AMHERST TOWN COUNCIL
RFD# 2026114
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Aaron Bourgeois, Director of Operations
DATE:	November 23, 2026
SUBJECT:	Municipal Operating Access Agreement – Eastward Energy Incorporated

ORIGIN: Pending expiration of the current Municipal Access Operating Agreement between the Town and Eastward Energy Incorporated to provide access to our streets for natural gas infrastructure.

LEGISLATIVE AUTHORITY: MGA section 47 (5) The council may make and carry out a contract, perform an act, do anything or provide a service for which the municipality or the council is authorized by an Act of the Legislature to spend or borrow money. Section 65 The council may expend money required by the municipality for (ac) a system for the supply or distribution of electricity, gas, steam or other source of energy; Section 78 of the Public Utilities Act provides Council with the authority to grant permission to a Public Utility to install infrastructure within a town street right of way.

RECOMMENDATION: That Council approve the Municipal Operating Access Agreement with Eastward Energy Incorporated and authorize the Mayor and CAO to sign the agreement on behalf of the Town.

BACKGROUND: The Town and Eastward Energy Incorporated approved the terms and conditions of the first Municipal Operating Access Agreement (“MOAA”) in May 2005. The MOAA is reviewed and renewed every 5 years by Town staff and Eastward Energy Incorporated.

DISCUSSION: In order for Eastward Energy to deliver natural gas to customers in Amherst, access to our street network is required for their infrastructure. To protect the interests of both parties, the Town and Eastward Energy entered into an agreement that outlines the terms and conditions for the installation of their infrastructure within our street right of ways. The current agreement will expire on December 31, 2026, and covers issues such as liability, costs, damage to our infrastructure, sharing of construction information, coordination of proposed future work plans and safety considerations.

The proposed changes in the new agreement are minor editorial and housekeeping changes only. Staff have reviewed the agreement and are recommending acceptance.

FINANCIAL IMPLICATIONS: The agreement states that Eastward Energy will pay $500 for each groundbreaking permit, with a cap of $5,000 per year payable to the Town.

SOCIAL JUSTICE IMPLICATIONS: There are no social justice implications to the approval of the agreement.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

COMMUNITY ENGAGEMENT: No community engagement is recommended.

ALTERNATIVES:

1. Approve the Municipal Access Operating Agreement with changes;
2. Refer the agreement back to staff for further negotiations with Eastward Energy Incorporated.

ATTACHMENTS:

1. Proposed Municipal Access Operating Agreement

AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20272-203126

THIS MUNICIPAL OPERATING ACCESS AGREEMENT - made this _____day of _____, 20261.

BETWEEN:

TOWN OF AMHERST

(hereinafter called the "Town")

-and-

HERITAGE GAS LIMITEDEASTWARD ENERGY INCORPORATED

(hereinafter called "EastwardHeritage")

WHEREAS the award of the natural gas distribution franchise to Heritage Gas Limited by the Nova Scotia Utility and Review Board was approved by the Province of Nova Scotia by Order in Council dated February 21, 2003 granting Heritage Gas Limited a full regulation class franchise for the construction and operation of a natural gas distribution system in certain areas of Nova Scotia;

AND WHEREAS Heritage Gas Limited changed its name to Eastward Energy Incorporated on August 4, 2022 under the laws of Nova Scotia;

AND WHEREAS the Town holds title to the Streets within the Town which it maintains;

AND WHEREAS Heritage Eastward wishes to use municipal streets for the installation and operation of a Gas Distribution System;

AND WHEREAS the Town approved in May, 2005 the terms and conditions of the first Municipal Operating Access Agreement ("MOAA") for the period June 1, 2005 to December 31, 2010;

AND WHEREAS the Town and Heritage Eastward wish to enter into a new MOAA for a further period of time;

THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, the parties agree as follows:

Definitions

1. In this Agreement,
   a. "Engineer" means the Engineer as defined by the Municipal Government Act (Nova Scotia).
   b. "Gas Distribution System" includes any pipe, pipeline, main, service, trap, vent, vault, manhole, meter, gauge, regulator, valve, appliance, attachment, and any other property located or to be located in, upon, along, across, under or over the Streets of the Town and used or useful in transportation, transmission or distribution of natural gas.
   c. "Locate" means the process preventative work conducted by Heritage Eastward to determine the underground location of a natural gas pipeline prior to excavation or disturbance of earth and soil.
   d. "NSEBUARB" means the Nova Scotia Utility and Review Energy Board.

e. "Permit and Locate Form" means that form used by ~~Heritage~~ Eastward to identify specifics and location of infrastructure for customer service connections.

f. "Gross negligence" means a conscious and voluntary disregard of the need to use reasonable care, and shall include situations where the Town neglects to request locate information as required by the Regulations made pursuant to the Pipeline Act.

g. "Project" refers to planned annual construction programs of natural gas pipelines by ~~Heritage~~Eastward.

h. "Street" means Street as defined by the Municipal Government Act and for the purposes of this Agreement includes the public streets, street right of ways, highways, roads, lanes, sidewalks, and thoroughfares as the same now or may hereafter exist within the Town.

i. "Town" means the Town of Amherst.

License and Consent

2. (1) The Town hereby grants ~~Heritage~~ Eastward an exclusive encroachment license for use of its Streets for the purpose of constructing, operating and maintaining the Gas Distribution System.

(2) This Agreement does not grant a right to attach gas lines to municipally owned bridges; such attachments are subject to the approval of the Engineer on a case by case basis.

(3) The grant of the license is subject to the terms and conditions of this Agreement, and compliance with all federal, provincial and municipal laws including CSA Code Z662, Pipeline Regulations (Nova Scotia), and applicable By-laws of the Town as amended from time to time.

(4) To the best of its ability, the Town shall endeavour to notify ~~Heritage~~ Eastward well in advance of any proposed municipal law changes that affect this Agreement, and to facilitate consultations between Eastward~~Heritage~~ and the Town regarding the contents of such municipal law changes.

(5) Without limiting the generality of the foregoing, Eastward~~Heritage~~ confirms that it will comply with all requirements of the Nova Scotia Occupational Health and Safety Act with regard to its Gas Distribution System.

Term of Agreement

3. (1) This Municipal Operating Access Agreement shall be for a period of five (5) years (the "Term") commencing on the January 1, 2027~~2~~ until December 31, 2031~~26~~, subject to the earlier abandonment of said franchise, in which case this Agreement shall automatically terminate on the date of the abandonment except as otherwise provided by this Agreement.

(2) Six months prior to the expiry of the Term, the parties shall enter into negotiations to renew this Agreement upon such terms and conditions as may be agreed. In the event parties do not agree on the terms and conditions of a renewal agreement prior to one month before the end of the Term, the matter shall be determined by the NSEB~~UARB~~ pursuant to Section 78 of the Public Utilities Act (Nova Scotia) and Section 9 of the Gas Distribution Act (Nova Scotia). The parties agree that in the interim, in such case, the terms and

conditions of this Agreement shall govern until such time that an order is issued on the matter by the NSEB~~UARB~~.

Training

4. EastwardHeritage commits to providing training, at no cost to the Town, with respect to natural gas awareness and emergency response issues for appropriate Town engineering and operations staff, building/street inspectors, and emergency services including fire and police personnel relating to the Gas Distribution System.

Construction Schedule

5. (1) The Town and EastwardHeritage each recognize the benefits of joint infrastructure planning between the Town and Eastward Heritage. Eastward Heritage shall continue the open dialogue process with the Engineer to ensure natural gas project planning is current and the Town shall continue the open dialogue with EastwardHeritage to ensure project planning is current. At a minimum, EastwardHeritage shall meet with the Engineer, before December 31st of each year, for the purpose of exchanging known or proposed plans of both the Gas Distribution System and the Town's service systems for the following year.

(2) The Town and EastwardHeritage shall jointly promote the "Click Before You Dig" safety program within each organization and the public during the annual construction season and on any other pertinent occasion. The Town shall, at no cost to EastwardHeritage, take an active role in promoting Click Before You Dig and excavation safety both within municipal departments and to third parties working in the Street.

(3) Unless with express approval from the Engineer, no construction shall take place in the travelled portion of the Town's right-of-way after October 31 of each calendar year.

Design

6. (1) The Engineer shall be the final approval authority for the location of all portions of the Gas Distribution System located within municipal Streets, which approval shall not be unreasonably withheld. The location and installation of the Gas Distribution System shall be consistent with applicable Canadian gas codes including CSA Z662 as amended from time to time.

(2) EastwardHeritage is responsible to restore Streets in accordance with the Town's policies, applicable to EastwardHeritage operations, as amended from time to time. Notwithstanding the generality of the foregoing, where a pavement cut is made on a Street that has been paved within the previous five (5) years, the Town may, at the sole discretion of the Engineer, apply more stringent specifications to the surface restoration requirements for that Street.

Commented [PM1]: Review

Permits

7. (1) In accordance with the Town's permitting requirements, EastwardHeritage shall annually obtain a Street Breaking Permit for every project where the Gas Distribution System is proposed to be installed within the Town. A Street Breaking Permit will remain in force until the project is completed.

(2) Notwithstanding any other provision herein, EastwardHeritage or its contractor shall also provide refundable performance security to the Town in the estimated amount of Street restoration costs to guarantee the restoration of Streets to the satisfaction of the Engineer.

(3) With respect to construction scheduling, the Town will require EastwardHeritage or its contractor to follow the Town's policy that will minimize potential traffic and related disruptions to businesses. Construction should be coordinated with the Town's capital budget projects.

(4) If service connections are not installed during initial construction of the Gas Distribution System on a Street, then EastwardHeritage will submit to the Town a copy of EastwardHeritage's Permit and Locate Form prior to the construction and installation of the customer service connection. This Form shall be submitted to the Town, on a best effort basis, at least 10 days prior to the construction of the customer service connection.

Fees

8. (1) In accordance with section 7 above, the following fee structure will apply and supersede the Town's Street Breaking Policy as it relates to fee for the issuance of Street Breaking Permits to EastwardHeritage. The following fees reflect the Town's costs related to the Engineering, administration and inspection of natural gas project conducted by EastwardHeritage within the Town:

(a) The Street Breaking Policy fee structure of $500.00 for each Street cut will apply to the installation of natural gas pipelines;

(b) No Street Breaking fee shall be applied to the construction of a service line that is installed at the same time as the natural gas pipeline to which it is connected; and

(c) Total Street Breaking fees applied to service line installations shall not exceed $5,000.00 for a given year.

Damage to Municipal Property

9. (1) If any portion of any Street or municipal infrastructure is damaged by reason of defects in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the installation or presence of the Gas Distribution System, EastwardHeritage shall, at its own cost and expense, immediately repair any such damage and restore such portion of such damaged Street to as good or better condition than existed before such defect or other cause of damage occurred, such work to be done under the direction and to the satisfaction of the Engineer.

(2) EastwardHeritage agrees that trees on municipal property are to be protected at all times. The Gas Distribution System is to be designed on the premise that, unless approved by the Engineer, municipal trees are not to be adversely affected by the installation or operation of the Gas Distribution System.

(3) If any tree is damaged or destroyed by reason of a defect in any portion of the Gas Distribution System, or by reason of any other cause arising directly from the construction or the operation of the Gas Distribution System, EastwardHeritage shall, at its own cost and expense, repair such damage or replace such trees under the direction and to the satisfaction of the Engineer.

Emergency Response

10. (1) EastwardHeritage shall provide:

(a) Emergency services and a 24/7 access to emergency contact personnel, which can be accessed by the Town or the public anytime by calling 1-866-313-3030; and

(b) a person to liaise in developing the joint Emergency Measures gas response program.

(2) EastwardHeritage shall provide a copy of its Emergency Response Plan to the Town's Emergency Management representative upon request. The Town and EastwardHeritage shall work together cooperatively and share information related to emergency planning and mock exercises.

Record Information and GIS

11. (1) EastwardHeritage shall provide, at its expense, to the Town record drawings in an electronic format compatible with the Town's corporate geographic information system (GIS) within three (3) months of the end of construction season each year, or as requested by the Town.

(2) Both parties are aware that the steel pipelines constructed by EastwardHeritage are located in xyz Geographic coordinate system using total station surveying equipment and/or Global Positioning System, whereas PE mains are located only in xy coordinates by measuring offsets from above-ground landmarks.

(3) The Town shall provide, at its expense, to EastwardHeritage existing GIS information that may assist in the development of the natural Gas Distribution System. The GIS information will be used solely by Heritage Eastward for the planning and construction of natural gas pipelines and shall not be distributed to any party not associated with EastwardHeritage projects within the Town.

Locate Requirement

12. (1) The Town and its contractors shall request line locates for all municipal activities associated with ground disturbance, soil excavation or sign installations that could result in damage to buried natural gas pipelines, including but not limited to light standard and sign installation, traffic loop modifications, tree planting, and any other municipal project undertaken by the Town.

(2) Upon receiving a request from the Town, EastwardHeritage shall, at no cost to the Town and using reasonable best efforts, provide locations of its Gas Distribution System. Timelines shall be as agreed to within the 'Click Before You Dig' program, with 24/7 services available for emergency locates.:

~~Within one (1) hour in the event of an emergency;~~

~~Within twelve (12) hours in the event of a priority request;~~

~~Within forty-eight (48) hours in all other cases.~~

(3) The Town shall, at no cost to Eastward~~Heritage~~, take an active role in promoting Click Before You Dig and safe excavation practices both within municipal departments and to third parties working in the Street.

Relocations

13. (1) Subject to 13(2) upon receipt of one hundred and twenty (120) days notice from the Town, EastwardHeritage, at its own expense, shall relocate its Gas Distribution System within a Street, or perform any other work in connection with the Street as may be required by the Town for municipal purposes or by law. In case of an emergency, EastwardHeritage shall respond promptly in accordance to the provisions of its Emergency Response Manual referred to in section 10 above.

(2) Where any part of the Gas Distribution System relocated in accordance with this section is located other than on a bridge, viaduct or structure, the costs of relocation shall be shared between the Town and EastwardHeritage on the basis of the total relocation costs, excluding the value of any upgrading of the Gas Distribution System, and deducting any contribution paid to EastwardHeritage by others in respect to such relocation as follows:

(a) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs within two years of the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by the Town;

(b) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the second year following the installation of the portion of the Gas Distribution System to be relocated, but not more than five years, the costs shall be shared 65% by EastwardHeritage and 35% by the Town;

(c) where the relocation is a result of Streets work or conflicts in elevation with any sewer or water main crossing(s) and occurs after the end of the fifth year following the installation of the portion of the Gas Distribution System to be relocated, the costs shall be paid 100% by EastwardHeritage; and

(d) where the relocation is a result of any municipal infrastructure other than Streets work, water mains or conflicts in elevation with any sewer crossing(s), the costs shall be paid 100% by the Town.

(3) EastwardHeritage shall not be required to bear the expense of any removal or relocation made at the request of the Town on behalf or for the benefit of any private developer or other third party.

(4) The Town will, in the event of the closing of any Street or any part of a Street where a gas line has been constructed in accordance with this Agreement, give EastwardHeritage reasonable notice of such closing and will provide EastwardHeritage with easements over that part of the Street closed sufficient to allow EastwardHeritage to preserve any part of the Gas Distribution System in its then existing location or pay EastwardHeritage the costs of relocating of the gas line

(5) At the request of the Engineer, EastwardHeritage shall structurally support any portion of its Gas Distribution System at its own cost, where necessary, as part of the process of implementing any municipal improvements, except those carried out within 5 years of receiving an Authorization.

(6) Where gas mains are installed at sufficient depth and daylighting is required as part of standard locate and construction procedures the Town and their Contractors shall comply at no cost to Eastward~~Heritage~~ Gas.

Warranty Concerning Condition of Streets

14. The Town has made no representations or warranties as to the state of repair of the Streets or the suitability of the Streets for any business, activity or purpose whatsoever and Eastward~~Heritage~~ hereby agrees to install pipelines within Streets on an "as is" basis.

Liability

15. (1) Except for the gross negligence of the Town, EastwardHeritage agrees that the Town is not responsible, either directly or indirectly, for any damage to the Gas Distribution System that may result from the activities of the Town, its officers, employees, contractors, contractors or agents. The Town assumes responsibility and will reimburse EastwardHeritage for any and all loss or damage caused to the Gas Distribution System due to the Town's own gross negligence.

(2) Except for the negligence of EastwardHeritage, the Town agrees that EastwardHeritage is not responsible, either directly or indirectly, for any damage to the Municipality's facilities located on, in or under the Street that may result from the activities of EastwardHeritage, its officers, employees, contractors or agents. EastwardHeritage assumes responsibility and will reimburse the Municipality for any and all loss or damage caused to the Street due to EastwardHeritage's own negligence.

(3) Negligence as referred to in subsection 15(1) shall include, without limitation, situations where the Town neglects to request locate information as required by law, or disregards or fails to otherwise properly take account of Locate information provided by Eastward.

(3)(4) Notwithstanding subsections (1) and (2), EastwardHeritage and the Town are not liable one to the other either on the basis of gross negligence or on any other basis for any consequential or economic losses due to the actions of the other party, its agents or employees working in, under, over, along, upon or across the Streets and roads or other owned or occupied property of the Town, or to the Gas Distribution System.

Indemnification

16. (1) Save and except for loss or damage caused by the gross negligence of the Town, EastwardHeritage covenants and agrees to indemnify and save harmless the Town's agents, officers, elected officials, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which the Town may at anytime bear, sustain or suffer, by reason, or on account of the placement, installation, relocation, maintenance or use of EastwardHeritage facilities in, on, under, over, along or across a Street or road, and EastwardHeritage will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against the Town on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against the Town for any and all legal expenses incurred in connection therewith. EastwardHeritage's obligation to indemnify and save harmless the Town shall survive the termination of this Agreement.

(2) Subject to the provisions of this Agreement, the Town covenants and agrees to indemnify and save harmless EastwardHeritage's agents, officers, employees and assigns from any and all losses, claims, including any claim for injurious affection, charges, damages and expenses which EastwardHeritage may at any time bear, sustain or suffer, by reason, or on account of the gross negligence of the Town and the Town will, upon demand and at its own sole risk and expense, defend any and all suits, actions or other legal proceedings which may be brought or instituted by third persons against EastwardHeritage on any such claim, demand or cause of action, and will pay and satisfy any judgment or decree which may be rendered against EastwardHeritage for any and all legal expenses incurred in

connection therewith. The Town's obligation to indemnify and save harmless EastwardHeritage shall survive the termination of this Agreement.

Insurance

17. Heritage Eastward confirms that it has and shall maintain insurance in sufficient amount and description as will protect EastwardHeritage from claims for damages, personal injury including death, and for claims for property damage which may arise form EastwardHeritage's operations in the Town under this Agreement, including the use or maintenance of its Gas Distribution System in its Streets or any act or omission of EastwardHeritage's agents or employees while engaged in the work of placing, maintaining, renewing or removing any portion of its Gas Distribution System and such coverage shall include all costs, charges and expenses reasonably incurred with any injury or damage. EastwardHeritage confirms that the insurance that it presently has meets the requirements of the terms and conditions of its franchise grant pursuant to the Gas Distribution Regulations. A copy of the EastwardHeritage's insurance policy will be made available upon written request of the Town.

Abandonment or Discontinued Use of Pipeline Infrastructure

18. In the event of the abandonment or the discontinued use of all or any part of the Gas Distribution System, any removal is subject to the consent of the Town but subject always to any overriding direction or order of the NSUARBNSEB.

Assignment

19. This Agreement may be transferred or assigned by Heritage Eastward with the approval of the NSUARB NSEB and with the consent of the Town, which consent shall not be unreasonably withheld.

Breach

20. The Town and EastwardHeritage agree that should EastwardHeritage or the Town materially fail to carry out any of the terms, covenants and conditions herein contained or default in any of its obligations under the terms hereof and fail within thirty (30) days after receiving written notice from the other party to correct any such failure which is capable of correction, then this Agreement may, at the option of the non-defaulting party, and subject to the approval of the NSUARBNSEB, thereupon be terminated by giving written notice to be effective upon receipt, provided that EastwardHeritage shall continue to be liable to the Town for all payments due and obligations incurred under this Agreement prior to such termination.

Agreement Interpretation

21. Subject to the right of either party to apply to the NSUARB NSEB for the resolution of disputes arising under this Agreement, the Town and EastwardHeritage agree that any disputes concerning the interpretation or application of this Agreement shall be resolved through arbitration pursuant to the terms of the Commercial Arbitration Act, Stats. N.S. 1999, c.5.

Termination

22. Subject to the approval of the NSUARBNSEB, if this Agreement is terminated by the Town pursuant to section 20, all the unfulfilled covenants, indemnities and obligations of EastwardHeritage hereunder shall survive such termination.

AMHERST MUNICIPAL OPERATING ACCESS AGREEMENT – 20272-20312~~26~~

Confidentiality

23. EastwardHeritage agrees that this Agreement is a public document and to the extent that the Freedom of Information and Protection of Privacy provisions of the Municipality Government Act S.N.S 1998, c.18 apply, such provisions are hereby waived.

Notices

24. Any notice required or permitted to be given hereunder or any tender or delivery of documents may be given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to:

the Town:
Town of Amherst
PO Box 516
Amherst, NS B4H 4A1
Fax: (902) 667-3356

HeritageEastward:
Heritage Gas LimitedEastward Energy Incorporated
Suite 200 – 238 Brownlow Avenue144 Thornhill Dr
Dartmouth, Nova Scotia B3B 1Y21S3
Fax: (902) 466-2140
Attn: VP Engineering, Construction and Operations

Entire Agreement

25. This Agreement is the entire agreement between the Town and EastwardHeritage regarding the subject of this Agreement and it can be amended or supplemented only by a document executed in writing by both the Town and EastwardHeritage.

Binding

26. This Agreement benefits and binds the Town and EastwardHeritage, their assigns and the successors of each of them.

Waiver

27. (1) No alleged waiver or breach of this Agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by a party of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

(2) The parties to this Agreement shall be entitled to resort to any remedies available to them in law or in equity in some or all combination in their discretion. No delay or failure of either party to exercise any right or remedy will operate as a waiver thereof, except where specifically provided herein to the contrary.

Unenforceability

28. In the event that any covenant or provision herein shall be determined to be void or unenforceable in whole or in part for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining covenants or provisions or parts

thereof contained in this Agreement and such void or unenforceable covenants or provisions shall be deemed to be severable from the others herein provided.

Time

29. Time shall be of the essence of this Agreement and of each and every part hereto.

Interpretation

30. In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

Conflict of Laws

31. This Agreement shall be construed and enforced in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable hereto and the parties irrevocably attorn to the jurisdiction of the Courts of Nova Scotia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives on the day first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

TOWN OF AMHERST

_____
Mayor

_____
Witness

_____
Chief Administrative Officer

~~HERITAGE GAS LIMITED~~EASTWARD ENERGY INCORPORATED

_____
Witness

Per:_____
~~John Hawkins~~Chris MacAulay, President

SYNOPSIS

Canadian Race Relations Foundation Hate Training

At an Accessibility, Inclusion. Diversity and Equity Committee meeting, the Committee passed the following motion to be forwarded to council for consideration:

That the Accessibility, Inclusion, Diversity and Equity Committee recommends that Council direct staff to investigate the feasibility of hosting another Canadian Race Relations Foundation Hate Training and to investigate if this training can be held virtually.

This motion was in reference to the AIDE Strategic Plan and an Anti-Hate Crime Training that was held at the Amherst Police Department in March 2026.

MOTION:
That Council direct staff to investigate the feasibility of hosting another Canadian Race Relations Foundation Hate Training (virtually or otherwise) and to hold the training if feasible and within the current budget allocations.

AMHERST TOWN COUNCIL
RFD# 2026112
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Sharon Bristol, Director, Community Living
DATE:	Monday, November 23, 2026
SUBJECT:	Accessibility, Inclusion. Diversity and Equity (AIDE) Committee Training Recommendation

ORIGIN: The Town of Amherst Accessibility, Inclusion, Diversity and Equity Strategic Plan.

LEGISLATIVE AUTHORITY: MGA 47 (1) The council shall make decisions in the exercise of its powers and duties by resolution, by policy or by by-law.

RECOMMENDATION: That Council give approval for staff to investigate the feasibility of hosting another Canadian Race Relations Foundation Hate Training and to investigate if this training can be held virtually.

BACKGROUND: Municipalities and other prescribed public sector bodies through the Accessibility Act of NS 2017 and the NS Dismantling Racism and Hate Act 2022 are required to develop and update their strategic plans. The Town of Amherst approved an Accessibility Strategic Plan in 2022 and the Inclusion, Diversity and Equity Strategic Plan in 2023. A new three-year plan combining the Accessibility and IDE objectives was developed and forwarded to the Province April 1, 2025. To facilitate this Council combined the two committees into one forming the AIDE (Accessibility, Inclusion, Diversity and Equity) Committee.

DISCUSSION: At an Accessibility, Inclusion. Diversity and Equity Committee meeting, the Committee passed a motion to be forwarded to council for consideration:

That the Accessibility, Inclusion, Diversity and Equity Committee recommends that Council direct staff to investigate the feasibility of hosting another Canadian Race Relations Foundation Hate Training and to investigate if this training can be held virtually.

This motion was in reference to the AIDE Strategic Plan and an Anti-Hate Crime Training that was held at the Amherst Police Department in March 2026.

FINANCIAL IMPLICATIONS: Final budget to complete this task is unknown at this time however the training may be offered for free through the Canadian Race Relations Foundation.

SOCIAL JUSTICE IMPLICATIONS: The community through the AIDE Committee will have continued input into the development of policy and procedures related to accessibility and inclusion, diversity and equity.

ENVIRONMENTAL IMPLICATIONS: None

COMMUNITY ENGAGEMENT: Continued engagement with our community at large to ensure everyone has input into AIDE practices conducted in the town.

ALTERNATIVES:

1. Deny the motion
2. Defer to next month

SYNOPSIS

Development Agreement
First Reading – 16 Prince Arthur Street

Casey Realty has applied for a development agreement to permit the construction of a 9-unit residential development on property located at 16 Prince Arthur Street.

A public participation opportunity was held on October 27th where no members of the public attended. On November 2nd the Planning Advisory Committee recommended that Council enter into the development agreement, subject to proposal changes that include a two metre or less front yard setback, architecturally distinct entries on the ground floor facing the street, distinct base, middle and top, and location of onsite solid waste storage.

The attached development agreement contains terms and conditions intended to address the relevant policies of the Municipal Planning Strategy and the changes recommended by the Planning Advisory Committee. This infill development represents an efficient use of existing municipal services and addresses the high demand for attainable housing in the downtown area.

MOTION:
That Council give First Reading of the development agreement for 16 Prince Arthur Street to permit a 9-unit apartment building and schedule a public hearing for Wednesday, December 9, 2026, at 5:00 p.m. in Council Chambers.

AMHERST TOWN COUNCIL
RFD# 2026120
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Andrew Fisher, Director of Planning & Economic Development
DATE:	November 23, 2026
SUBJECT:	16 Prince Arthur Street Development Agreement – First Reading

ORIGIN: Application by Case Realty for a 9-unit apartment building at 16 Prince Arthur Street (PID #25027947).

LEGISLATIVE AUTHORITY: Municipal Government Act Part VIII Planning and Development.

PAC RECOMMENDATION: *That Council enter into the Development Agreement for 16 Prince Arthur Street as drafted, subject to submission of revised plans showing a front yard setback of 2 metres or less, architecturally distinct entries on the ground floor facing the street, distinct base, middle and top, and location of onsite solid waste storage.*

BACKGROUND: Attached is the following:

1. Draft development agreement
2. Staff report to the PAC
3. Application Summary
4. PAC draft minutes
5. Public Participation Opportunity Summary

The attached development agreement contains terms and conditions intended to address the relevant policies of the Municipal Planning Strategy and the changes recommended by the Planning Advisory Committee. **The revised site plan and building elevations will be updated in the draft agreement once received and before Council gives second reading.**

DISCUSSION: As detailed in the attached staff report to the PAC and Application Summary, the proposal meets the general intent of MPS policies. Staff have discussed the changes recommended by the PAC with the applicant, particularly with regard to the ground floor entrances facing the street. Due to the way the prefabricated units are assembled together, plumbing and other mechanical systems need to align with units above and below. As such, orienting the ground floor entrances toward Prince Arthur Street with upper floor facing the rear of the building is not feasible. However, facing all entrances toward Prince Aurthur Street satisfies the PAC's recommendation.

FINANCIAL IMPLICATIONS: None specific to this issue.

SOCIAL JUSTICE IMPLICATIONS: The development agreement process provides opportunities for the public to provide input. The proposed development would provide much needed non-subsidized attainable housing.

ENVIRONMENTAL IMPLICATIONS: The proposal is an infill development on existing services, in a central, highly walkable location.

COMMUNITY ENGAGEMENT: Public Participation Opportunity held on October 27, 2026. If Council gives First Reading a Public Hearing will be scheduled for December 9th, 2026.

ALTERNATIVES: 1) Do not approve second reading citing specific MPS policies that are not being met; 2) Defer a decision and request more information or changes to the proposal.

ATTACHMENTS: 1) Draft Development Agreement; 2) Staff report to PAC; 3) Public Participation Opportunity Summary.

Case No: DA-2026-03

This Agreement made this _____ Day of _____ 2026.

Between:

Casey Realty Limited (owner of property located at 16 Prince Arthur Street [PID 25027947], hereinafter called the "Owner"),

of the one part, and

The Town of Amherst (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy 6-21 of the Municipal Planning Strategy of the Town of Amherst, to permit the construction of a three-story, nine-unit apartment building located at 16 Prince Arthur Street, Amherst (PID: 25027947)

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the ___ Day of _____2026, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

(a) Schedule 'A' – Terms and Conditions
(b) Schedule 'B' – Property Location Map
(c) Schedule 'C' – Site Plan
(d) Schedule 'D' – Building elevations

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.

2) That the Owner may construct one three-story apartment building containing nine dwelling units on the Lands, subject to Schedules A, B, C and D.

3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property, except the Land Use Bylaw to the extent varied by this Agreement, or any Provincial or Federal statute, act, or regulation.

4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.

6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.

7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act.*

DRAFT

SIGNED AND DELIVERED

In the presence of

_____

Name:

FOR THE OWNER

_____

Mikhial Mansour

Casey Realty Limited

In the presence of

_____

Name:

THE TOWN OF AMHERST

_____

Rob Small, Mayor

_____

Jason MacDonald, MCIP, LPP, CAO

DRAFT

Schedule A – Terms and Conditions:

1. USE OF LAND AND BUILDINGS

1.1. Use of the property as shown on Schedule ‘B’ shall be limited to one three-storey, nine-unit apartment building, generally as shown on Schedule ‘D’, subject to the architectural requirements outlined in this Agreement. Variations to the architectural features of the building, including but not limited to the locations of windows, entrances, stairways, ramps, and mechanical appurtenances, may be permitted to the satisfaction of the Development Officer, provided such variations do not compromise the architectural requirements of Section 1.2. Such variations shall not be considered substantial.

1.2. The Owner shall incorporate architectural features and detailing that enhance the building's appearance and contribute positively to the streetscape along Prince Arthur Street, to the satisfaction of the Development Officer, including:

1.2.1. Architecturally distinct ground-floor entrances facing Prince Arthur Street, emphasized through recesses, projections, canopies, changes in materials, or other design features.

1.2.2. A clearly defined architectural base, middle, and top, achieved through variations in materials, colours, façade treatments, roofline treatments, or other architectural features.

1.2.3. Additional architectural detailing along the Prince Arthur Street-facing façade to provide visual interest and reduce the appearance of a uniform building façade.

1.2.4. The Owner shall submit revised architectural elevations demonstrating compliance with Section 1.2 including details of proposed exterior materials and colours, to the satisfaction of the Development Officer. The approved elevations shall form part of Schedule ‘D’ of this Agreement.

1.2.5. Prior to the issuance of a Development Permit, the Owner shall submit revised architectural elevations, including proposed exterior materials and colours, demonstrating compliance with Sections 1.2.1 through 1.2.3, to the satisfaction of the Development Officer. The approved elevations shall form part of Schedule ‘D’ of this Agreement.

1.3. Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.

1.4. The Owner shall submit a revised site plan showing the building front setback along Prince Arther Street no greater than two metres from the front property line and the location of a solid waste containment area.

DRAFT

1.5. The Owner shall not increase stormwater flow onto adjacent properties or impact the adjacent sidewalk.

2. GENERAL REQUIREMENTS

2.1. The Owner shall keep the Lands and building and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.

2.2. In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.

2.3. The Owner shall implement appropriate safety measures throughout construction, including the installation and maintenance of construction fencing around the construction area to prevent unauthorized access and unsafe conditions.

2.4. Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.

2.5. The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.

2.6. The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.

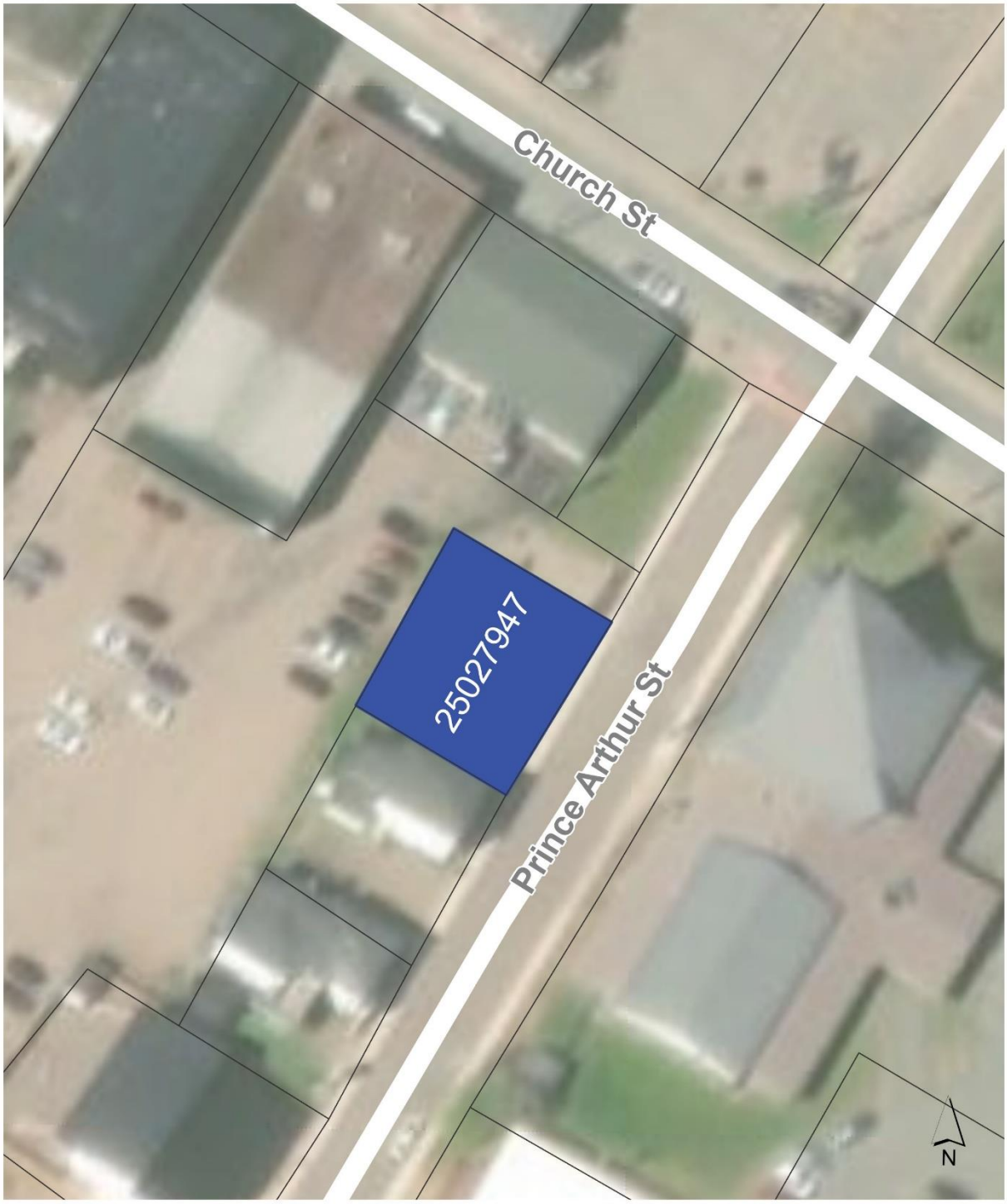
2.7. The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.

2.7.1. The Owner shall provide screened in solid waste management on the lands a with an opaque fence.

2.8. The Owner shall take all reasonable steps to manage snow on the site, including the clearing and removal of snow as necessary.

2.9. Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

Schedule B – Property Location Map:



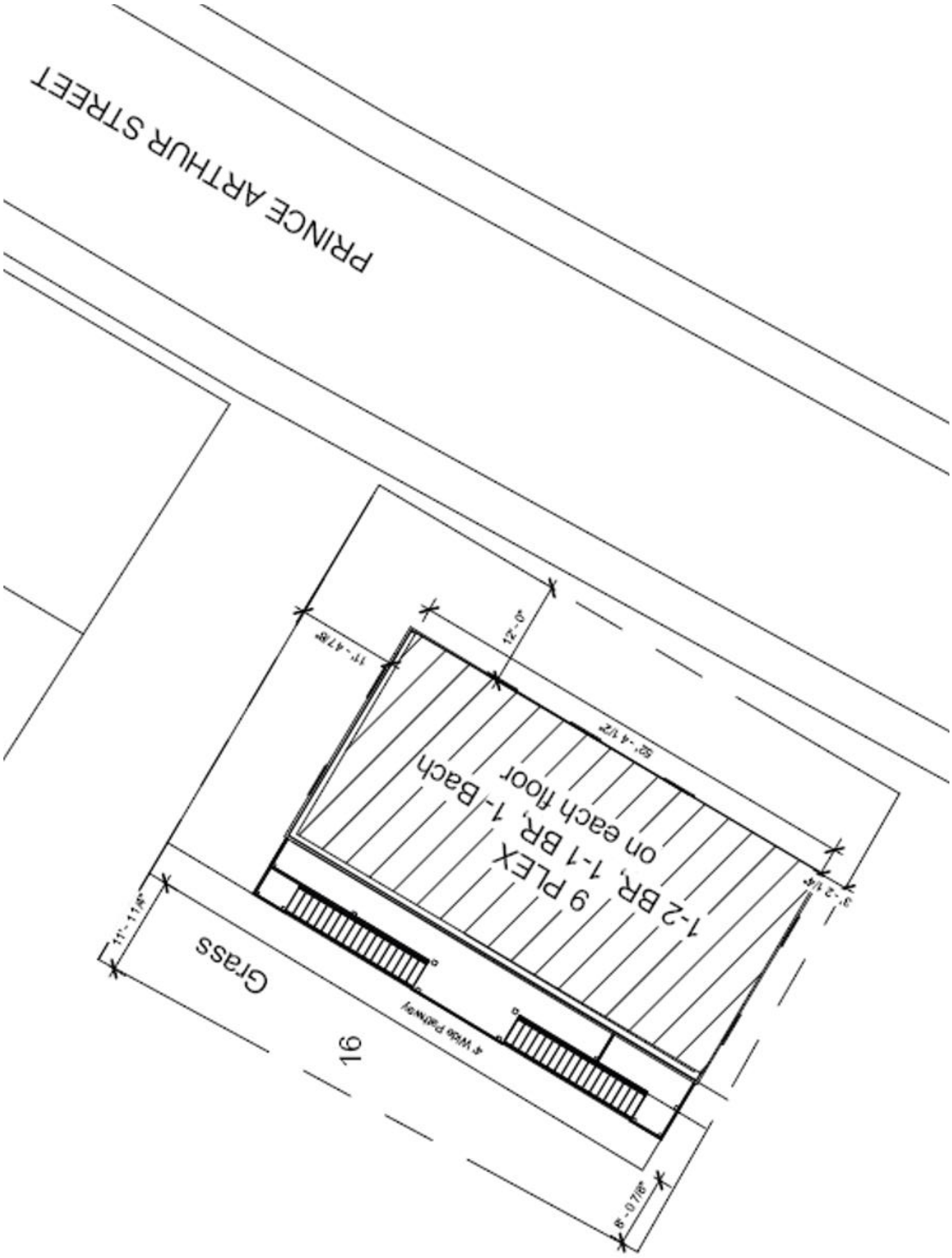
LOCATION MAP

16 Prince Arther St Development Site

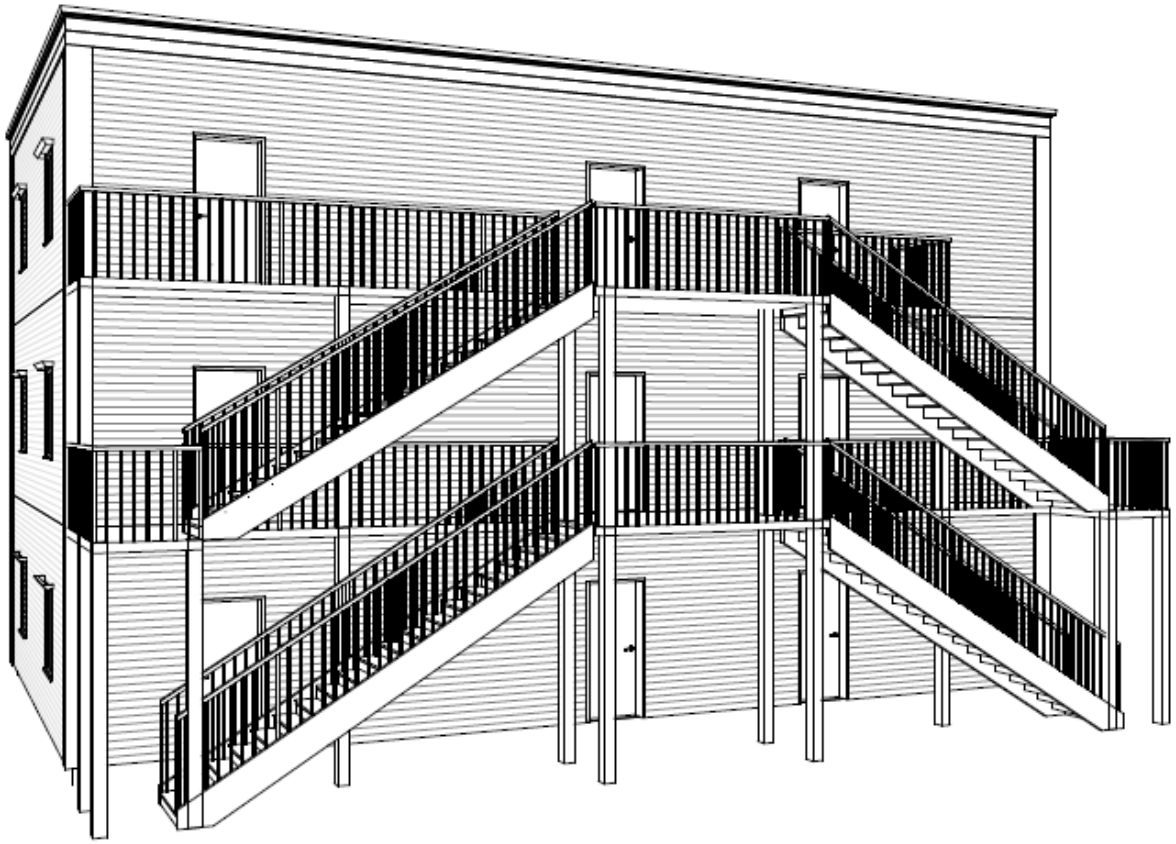
TOWN OF Amherst NOVA SCOTIA

Schedule C – Site Plan:

Site Plan Not to Scale



Schedule D – Building Elevations:



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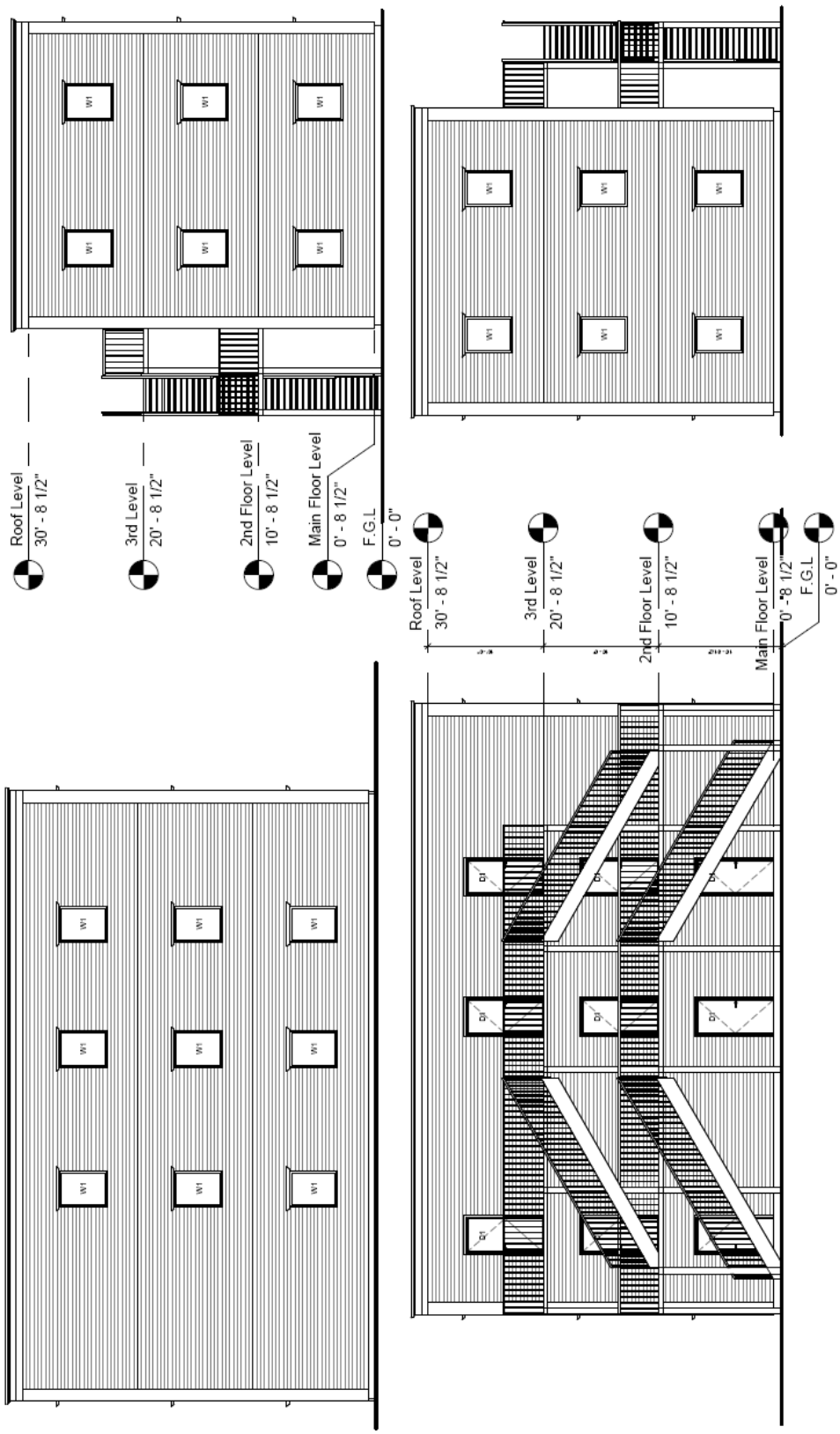
Schedule D – Building Elevations:



STAFF REPORT

PLANNING AND ECONOMIC
DEVELOPMENT DEPARTMENT

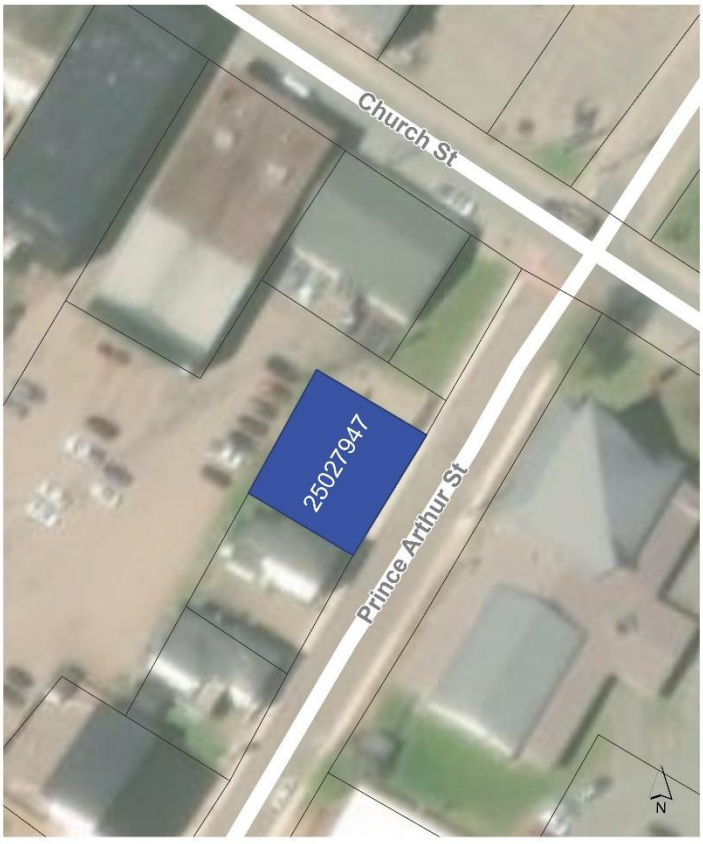
TO:	**Planning Advisory Committee**
PREPARED BY:	**Torben Laux, Land Use Planner, Development Officer**
DATE:	**November 2, 2026**
RE:	**Development Agreement Application - 16 Prince Arthur Street**

PROPERY OVERVIEW

Location:	16 Prince Arthur Street (PID 25027947)
Lot Size:	3600 ft² (334.5 m²)
Current Zoning:	Downtown Commercial
Current Land Use:	Vacant Land

PROPOSAL

Casey Realty Limited has submitted an application for a Development Agreement to permit the construction of a three-storey multi-unit building at 16 Prince Arthur Street, within the Downtown Core Area. The proposed development would comprise of three floors with three dwelling units each for a total of nine dwelling units.



LOCATION MAP
16 Prince Arther St Development Site

NEIGHBORHOOD CONTEXT

The proposed development is located on Prince Arthur Street, a local street with a combination of commercial uses and multi-unit residential development. The surrounding area is an established mixed-use neighbourhood that includes commercial properties, parking areas, institutional uses, and a variety of local services and amenities. The subject property is well situated within the Downtown Core Area and is within convenient walking distance of several community amenities.

The YMCA and Town Hall are located approximately 350 metres from the property in either direction. Other nearby amenities include the Church Street Tennis Courts, approximately a five-minute walk away; Holy Family Catholic Church; Needs Convenience, located directly across the street; the Amherst Theatre, located one building away; and additional commercial services along Victoria Street, including Lawtons Drugs and the Great Canadian Dollar Store.

The location provides residents with access to a range of services, recreational opportunities, and community facilities without relying heavily on private vehicle travel. The proposed nine-unit development is therefore compatible with the established character and function of the surrounding neighbourhood.

DEPARTMENT FEEDBACK

POLICE:
Generally, no concerns regarding this development. Clarification was provided regarding access to the parking lot in behind the development. There will be no impact on the throughfare from Prince Arthur Street to the parking area or to access the building.

FIRE:
No comments have been provided at this time.

OPERATIONS:
No concerns regarding capacity to accommodate the new development.

PUBLIC PARTICIPATION OPPORTUNITY

A public participation opportunity was held on October 27, 2026, in accordance with Town policy.

There were no members of the public in attendance, and no further questions were asked by staff, council or the Planning Advisory Committee in attendance.

STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

POLICY AND STRATEGIC GOAL REVIEW CHART

GOAL	STAFF COMMENT
Efficient Use of Land Promote a systematic and efficient use of land through the allocation of appropriate land for residential, commercial, industrial, open space, and mixed-use development.	The proposed development makes efficient use of an existing vacant site by introducing residential uses in an appropriate location within the Downtown Core Area. The development supports the efficient use of existing municipal infrastructure and services.
Housing Density Promote a diversity of housing options, including types and tenures, throughout the town to support current and future residents in acquiring adequate housing.	The proposed development will contribute to the Town's housing supply by providing nine new residential dwelling units within the Downtown Core. The location provides residents with convenient access to a range of services, amenities, and employment opportunities.
POLICY	**STAFF COMMENT**
4.5.2 Downtown Zone	
Policy 4-35: Council shall, through the Land Use Bylaw, permit a range of commercial uses, including but not limited to, banks, restaurants, licensed establishments, offices, accommodations, clinics, and shops within the Downtown Zone. Multi-unit dwellings shall be permitted within commercial buildings, and stand-alone multi-unit buildings shall be permitted, subject to provisions within the Land Use Bylaw. Light manufacturing uses shall also be permitted.	The proposed development is consistent with the general intent of this policy. The proposal supports the continued development and diversification of the Downtown Core.

5.2.1 Housing Diversity and Affordability	
Policy 5-1: Council shall, through the policies of this Plan, and through the Land Use Bylaw, promote a variety of housing types and densities across the Town of Amherst.	The proposed development will contribute to the Town's housing supply by providing nine additional dwelling units at a density appropriate for the Downtown Core. The development supports the policy objective of providing a variety of housing types and densities throughout the Town.
5.3.1 Economic Development	
Policy 5-10: Council shall, through the policies of this Plan, and through the Land Use Bylaw, promote and enable a diversity of housing options to ensure current and future employees have adequate access to housing.	The proposed development will provide additional housing opportunities within the Downtown Core. The location and variety of unit sizes can support the housing needs of current and future residents and employees in the community.
5.5.3 Automobile Parking	
Policy 5-57: Council shall, through the Land Use Bylaw, exempt properties within the Downtown Commercial Zone from the minimum parking requirements within the Land Use Bylaw to promote compact, pedestrian-oriented development in Amherst's historic downtown.	The proposed development does not provide on-site parking due to the limited size of the subject property. As the property is located within the Downtown Commercial Zone, it is exempt from the minimum parking requirements under the Land Use Bylaw. Public and private parking opportunities are available in the immediate surrounding area, including a large parking area located directly behind the subject property.

5.6.2 Amenity Space in Multi Unit Dwellings	
Policy 5-73: In consideration of a proposal that includes residential development enabled by development agreement, Council shall ensure adequate amenity space is provided on-site for use by residents.	The proposed development provides about 161 m² of on-site amenity space in the form of landscaped open space. The constrained size and urban context of the property limit the ability to provide significant on-site amenity space. However, residents will have convenient access to nearby public outdoor spaces and recreational amenities, including Victoria Square, Havelock Park, and the Church Street Tennis Courts, all located within a short walking distance of the property.
6.6.1 Development Agreements	
Policy 6-22: A development agreement that has been approved by Council shall: a. specify the development, expansion, alteration, or change permitted; b. specify the conditions under which the development may, or may not, occur; c. set terms and conditions by which Council may amend or terminate and discharge the agreement.	The proposed Development Agreement identifies the permitted development and establishes the applicable terms and conditions under which the development may proceed. The agreement also provides the necessary provisions for the administration, amendment, and discharge of the development.

Policy 6-23: Council may specify conditions in the development agreement to bring the proposal into alignment with the enabling policy and general criteria set out in Section 6.7. Such conditions may include, but are not limited to: a. servicing; b. the type, location, and orientation of structures; c. the architectural design of structures, including, but not limited to, bulk, scale, height, roof shape, building and cladding materials, and the shape and size and placement of doors and windows; d. the provision of open space and amenities; e. the type, size, and location of signage; f. the type and orientation of exterior lighting; g. management of solid waste, including, but not limited to, compost and recycling; h. pedestrian, bicycle, public transit, and vehicular circulation; i. connections to existing or planned pedestrian, bicycle, public transit, and vehicular networks; j. the location and number of bicycle and vehicular parking and loading spaces; k. access for emergency vehicles; l. the location and type of landscaping, including fences and other forms of screening; m. stormwater management, grading and erosion control; n. the emission of noise, odour, light, liquids, gases, and dust; o. the type of materials stored on site; p. the type of materials sold on site; q. hours of operation; r. the phasing of development; s. financial bonding for the construction and maintenance of components of the development, including, but not limited to, roads and landscaping; t. mitigation measures for construction impacts; u. time limits for the initiation and completion of development; and v. all other matters enabled in Section 227 of the Municipal Government Act.	The proposed development generally satisfies the intent of this policy. In particular, section (c) deals with architectural design of the building. While the DA supersedes the LUB, section 8.3.10 of the LUB provides design criteria for residential buildings in the DT Zone. This is discussed in the next section. Planning staff have reviewed the various site and development considerations identified in the policy and have incorporated appropriate requirements into the draft Development Agreement. Staff have also provided direction to the applicant regarding the proposed façade materials and architectural treatment. The agreement sets out the requirement to provide a list of materials and colours to be used before issuing a development permit. The remaining applicable matters are addressed through the terms and conditions of the draft Development Agreement.

LUB Residential Requirements 8.3.10 In the Downtown Zone, residential requirements shall be subject to the relevant sections of this Bylaw, and the following requirements: a) upper floor conversions of non-residential uses to a residential use shall be permitted, subject to the existing building envelop not increasing by more than 30%; b) detached single and double dwellings are not permitted; c) ground floor residential uses may be permitted for developments containing twenty (20) or more dwelling units on Principal Streets, subject to MPS Policy 4-38; d) on any Principal Street, the first 12.2 metres (40 feet) of building ground floor area, measured at 90 degrees from the property line abutting any principal street, or the front of the building facing the street in cases where the front of the building is not located directly on the front property line, shall be restricted to non-residential uses otherwise permitted in the zone; e) new residential buildings shall be no less than 2 stories; f) buildings shall align with the front and flanking yard setbacks established by existing buildings on the same block. g) primary entries to multi-unit buildings shall front on a street; h) the primary entry shall be a highly visible architectural feature incorporating elements such as awnings, roof overhangs, lighting, double doors, glazing and/or distinct architectural materials; i) buildings with multiple stories shall have an architecturally distinct base, middle, and top; j) mechanical or communication appurtenances larger than 0.50 square meters shall not be visible from the street; k) all patios shall be recessed into the building at least 1.5 meters, with no patio extending more than 2.0 meters beyond the outer building wall; and, l) buildings with frontage greater than 12 meters shall be broken down into horizontal compartments with a distinct change in vertical architectural articulation using at least one of the following: different materials, projections, bays, roof changes, or colours.	The proposed 3-storey residential building that is not located on a Principal Street, the building design generally meets the applicable sections of 8.3.10, except: -Subsection f) requires setbacks to align along the street -Subsection g) requires that primary entries front onto the street. -Subsection h) requires that primary entries have distinct architectural features. -Subsection i) requires multi-storey buildings to have an architecturally distinct base, middle, and top. -Subsection k) requires recessed patios To address some of the above deficiencies, the draft DA stipulates the following: -Front Yard setback no greater than 2m (6 ft). -At minimum, the ground floor entrances must face the street and must include distinct architectural features. -An architecturally distinct base, middle and top.

6.7 General Criteria	
Policy 6-24: Council may not amend the Land Use Bylaw or enter into a development agreement unless Council is satisfied the proposal: a. is consistent with the intent of this Municipal Planning Strategy; b. does not conflict with any law or regulation of the Provincial or Federal Governments; c. is not premature or inappropriate due to: i. the ability of the Town to absorb public costs related to the proposal; ii. impacts on existing drinking water supplies, both private and public; iii. the adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services; iv. the creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, and leading to the site; v. the adequacy of fire protection services and equipment; vi. the adequacy and proximity of schools and other community facilities; vii. the creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses; viii. its impact on nearby watercourses or wetlands; ix. site-specific climate change risks, such as threats of flooding; x. the potential to create flooding or serious drainage issues, including within the site and in nearby areas; xi. the suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way; and	The proposal is considered consistent with the general intent of the Municipal Planning Strategy and applicable municipal regulations. The development is not expected to result in a significant financial burden on the Town, and existing municipal water, sanitary sewer, and stormwater infrastructure is available to service the property. The surrounding street network is capable of accommodating the proposed development. The site is suitable for redevelopment, having previously accommodated a building, and no significant site-specific climate, flooding, or drainage concerns have been identified.

Policy 6-25: Council may, in addition to any other required information, require any or all of the following information prepared by an appropriate qualified professional, at the applicant's cost, and at a level sufficiently detailed to evaluate whether the criteria for amending the Land Use Bylaw or entering into a development agreement have been met: a. a detailed site plan showing features such as, but not limited to: i. topography; ii. location and dimensions of existing and proposed property and unit lines; iii. location of zoning boundaries; iv. use, location, and dimensions of existing and proposed structures; v. existing and proposed watercourses and wetlands; vi. location and dimensions of existing and proposed road, bicycle, and pedestrian networks; vii. location and dimensions of driveways, parking lots, and parking spaces; viii. type and amount of site clearing required, if any; ix. location of buffers; x. location and dimensions of existing and proposed parks and recreation lands, whether public or private; xi. location of utilities; xii. development densities; b. elevation drawings of existing and proposed structures including, but not limited to, dimensions and exterior materials; c. a site grading plan; d. a landscaping plan; e. a drainage and stormwater management plan; f. a traffic impact assessment that evaluates the ability of existing road, bicycle, and pedestrian networks to accommodate traffic generated by the proposed development; g. a geotechnical study; h. a shadow study;	The applicant provided minimal information necessary for staff to evaluate the proposed development against the applicable policies and criteria of the Municipal Planning Strategy. Site plans, elevation drawings, and other relevant information have been reviewed by Planning staff Staff feel that a more detailed site plan, along with renders showing architectural features to be more cohesive with the design of the downtown core. These features should include separating each floor visually by providing some separation between floors and change of exterior material from the first to second floor. These requirements and conditions have been incorporated into the draft Development Agreement.

STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

LEGISLATIVE AUTHORITY

Municipal Government Act Part VIII Planning and Development.

FINANCIAL IMPLICATIONS

There is no financial implication for this development.

SOCIAL JUSTICE IMPLICATIONS

The development agreement process provides opportunities for the public to provide input. The proposed development would provide much needed housing and commercial space in the Downtown Core.

ENVIRONMENTAL IMPLICATIONS:

The proposal is an infill development on existing services, in a central, highly walkable location.

CONCLUSION

Staff are of the opinion that the proposed nine-unit apartment building is generally consistent with the intent of the applicable policies of the Municipal Planning Strategy (MPS). The development represents an appropriate opportunity for residential intensification within the Downtown Core Area, where additional housing can be supported by existing infrastructure, services, and amenities. The introduction of nine dwelling units would contribute to the Town's housing objectives, support local businesses, and encourage a more vibrant and walkable downtown.

While staff are generally supportive of the proposed development in terms of its height, scale, and overall built form, concerns remain regarding the building's architectural character and its relationship to the streetscape. Given the prominent role that building design plays in establishing an attractive and pedestrian-oriented downtown, staff believe that additional architectural detailing is necessary to ensure the development contributes positively to the streetscape.

As such, staff recommend approval of the proposed Development Agreement, subject to the submission of revised building plans that incorporate architecturally distinct, street-facing entrances at the ground-floor level, as well as a clearly defined base, middle, and top through variations in architectural detailing, materials, or other design elements. These modifications would help establish a more visually appealing and pedestrian-friendly streetscape while ensuring the development is compatible with the character of the Downtown Core Area.

Overall, staff consider the proposed development to be an appropriate addition to Downtown Amherst, provided the recommended architectural improvements are incorporated into the final building design.

STAFF REPORT

PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

RECOMENDATION

The following options for decision are therefore put forward:

Option One:	Recommend that Council enter into the Development Agreement for 16 Prince Arthur Street as drafted, subject to submission of revised plans showing a front yard setback of 2 metres or less, architecturally distinct entries on the ground floor facing the street, distinct base, middle and top, and location of onsite solid waste storage.
Option Two:	Recommend that Council not enter into the Development Agreement for 16 Prince Arthur Street.
Option Three:	Defer a recommendation that Council and request submission of revised plans showing a front yard setback of 2 metres or less, architecturally distinct entries on the ground floor facing the street, distinct base, middle and top, and location of onsite solid waste storage.

STAFF RECOMMENDATION: Option One

ATTACHMENTS

- Planning Advisory Committee Presentation
- Draft Development Agreement
- PPO Summary



16 Prince Arthur Street **Planning Advisory Committee**

November 2, 2026

DISCLAIMER

This application is not the Town's proposal.

It is a property owner's right to make an application for a development agreement.

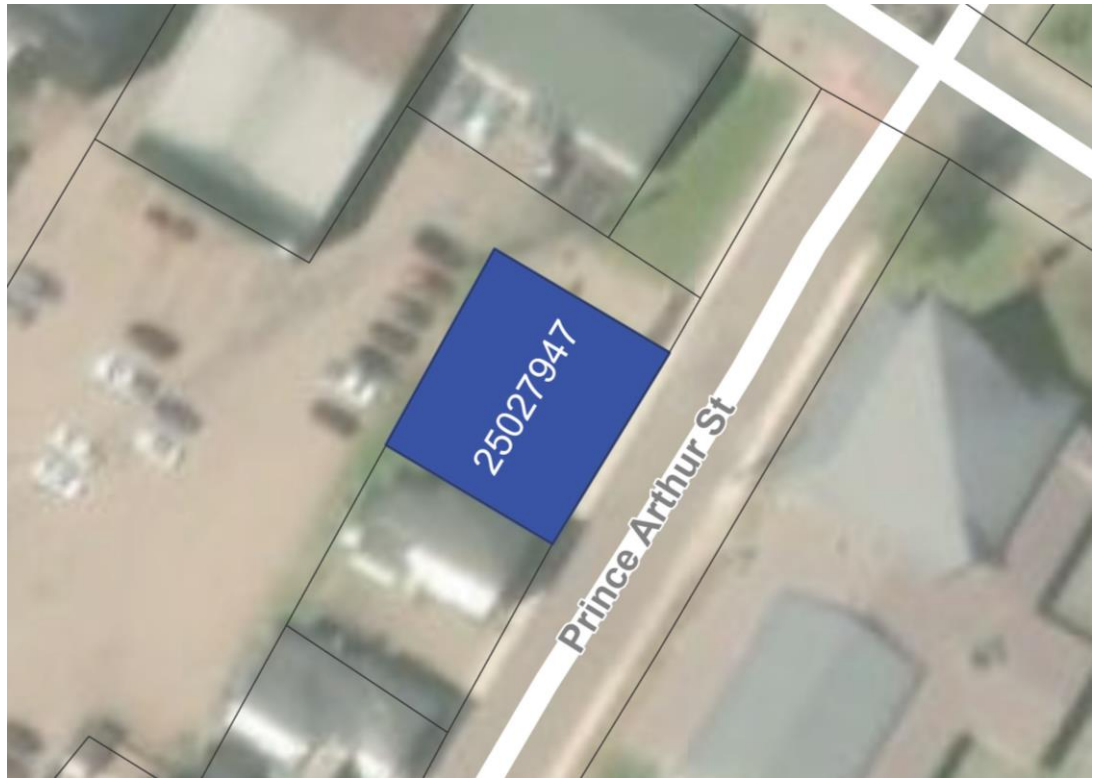
No approval or decisions have been made.

APPLICATION PROCESS

Application & Preliminary Review	Public Participation Opportunity	Planning Advisory Committee	First Reading	Public Hearing	Second Reading
• Submission of the draft design and proposal. • Preliminary review by staff. • Formal application for development agreement.	• Public is informed about the proposal details and relevant policies to consider. • The public is given the opportunity to provide input on the proposal.	• Review of the proposal, comments and feedback from the public participation. • To make a recommendation on the development agreement to Council.	• Council considers First Reading of the agreement and schedules a public hearing.	• Detailed overview of the proposal. • Present feedback from public participation opportunity, report and recommendations of the Planning Advisory Committee.	• Council considers Second Reading and decides on the proposal. • Notice of Council's decision is advertised, providing the right to appeal to Nova Scotia Regulatory and Appeals Board (NSRAB).

APPLICATION DETAILS

LOCATION MAP



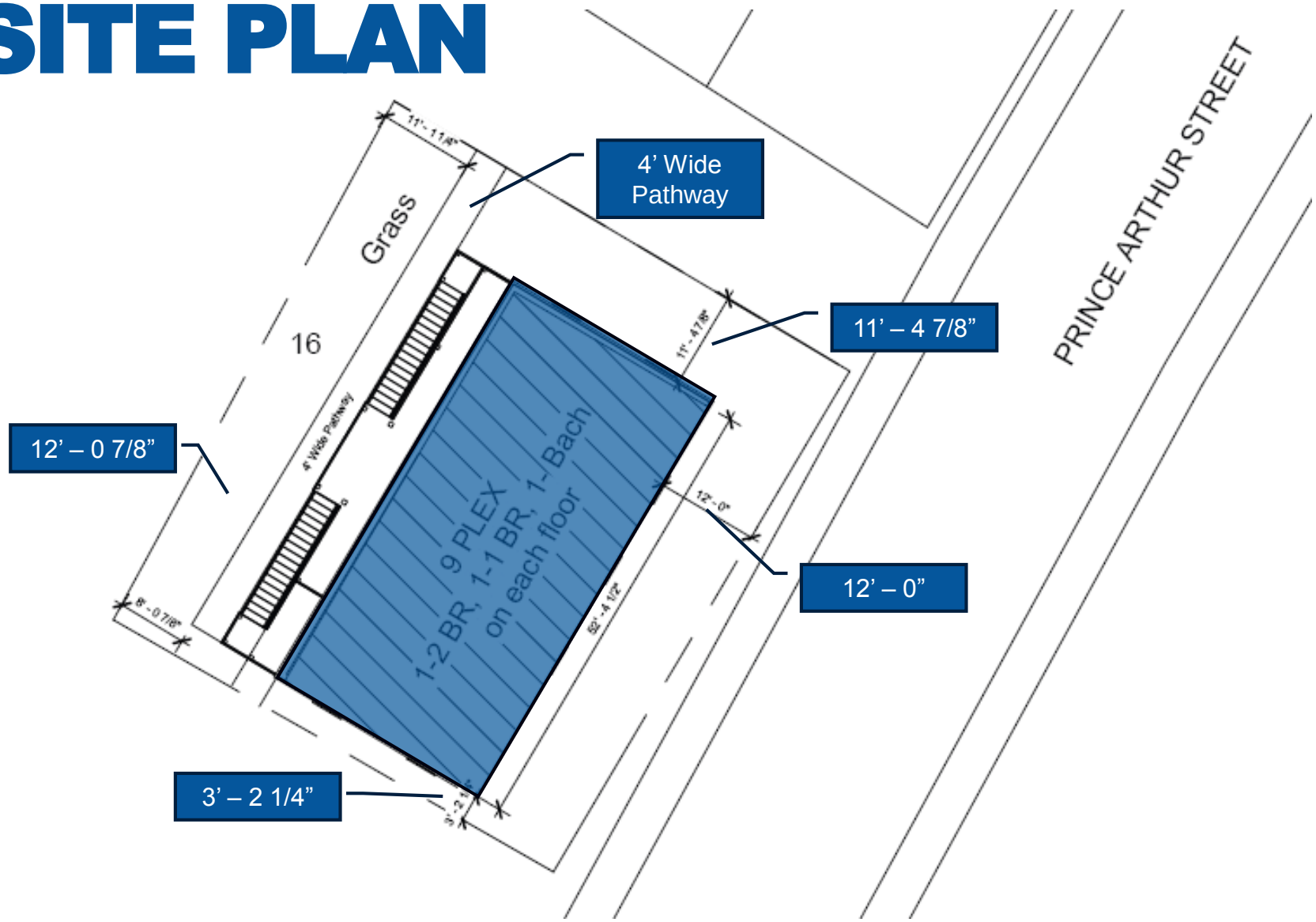
PROPERTY OVERVIEW

- **Applicant/ Owner:** Casey Realty Limited
- **Location:** 16 Prince Arthur Street (PID 25027947)
- **Lot Size:** 3600 ft² (334.5 m²)
- **Current Zoning:** Downtown Commercial
- **Current Land Use:** Vacant Land

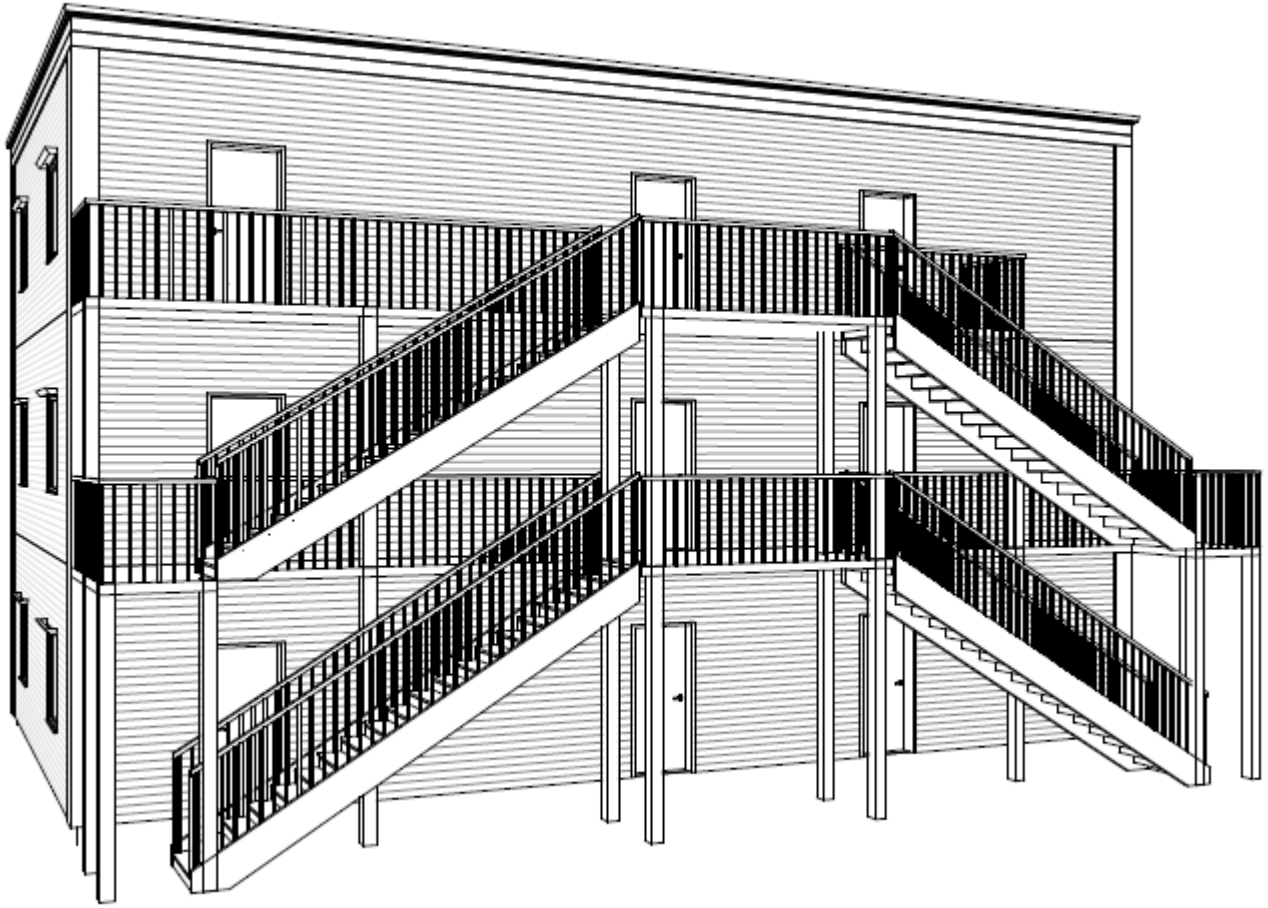
PROJECT PROPOSAL

- Three Floors
- Nine Dwelling Units (3 x two-bedroom, 3 x one-bedroom, 3 x Batchelor)

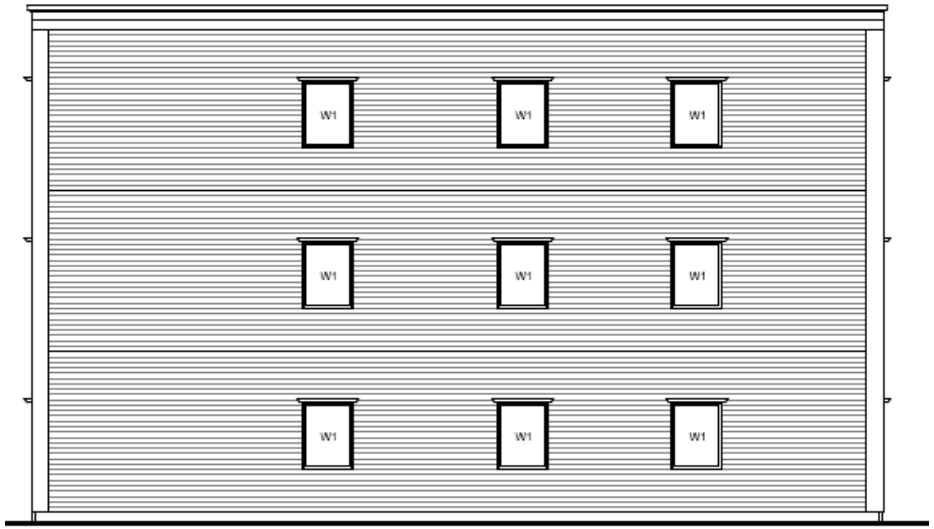
SITE PLAN


4’ Wide Pathway
11’ – 4 7/8”
12’ – 0 7/8”
12’ – 0”
3’ – 2 1/4”
Grass
16
9 PLEX
1-2 BR, 1-1 BR, 1-Bach
on each floor
PRINCE ARTHUR STREET

ELEVATIONS



View from Parking Lot



View from Prince Arthur Street



Amherst

PLANNING POLICIES

POLICY

5.5.3 Automobile Parking

Policy 5-57: Council shall, through the Land Use Bylaw, exempt properties within the Downtown Commercial Zone from the minimum parking requirements within the Land Use Bylaw to promote compact, pedestrian-oriented development in Amherst's historic downtown.

5.6.2 Amenity Space in Multi Unit Dwellings

Policy 5-73: In consideration of a proposal that includes residential development enabled by development agreement, Council shall ensure adequate amenity space is provided on-site for use by residents.

POLICY

6.6.1 Development Agreements

Policy 6-22: A development agreement that has been approved by Council shall:

a. specify the development, expansion, alteration, or change permitted;

b. specify the conditions under which the development may, or may not, occur;

c. set terms and conditions by which Council may amend or terminate and discharge the agreement.

Policy 6-23: Council may specify conditions in the development agreement to bring the proposal into alignment with the enabling policy and general criteria set out in Section 6.7.

POLICY

6.7 General Criteria

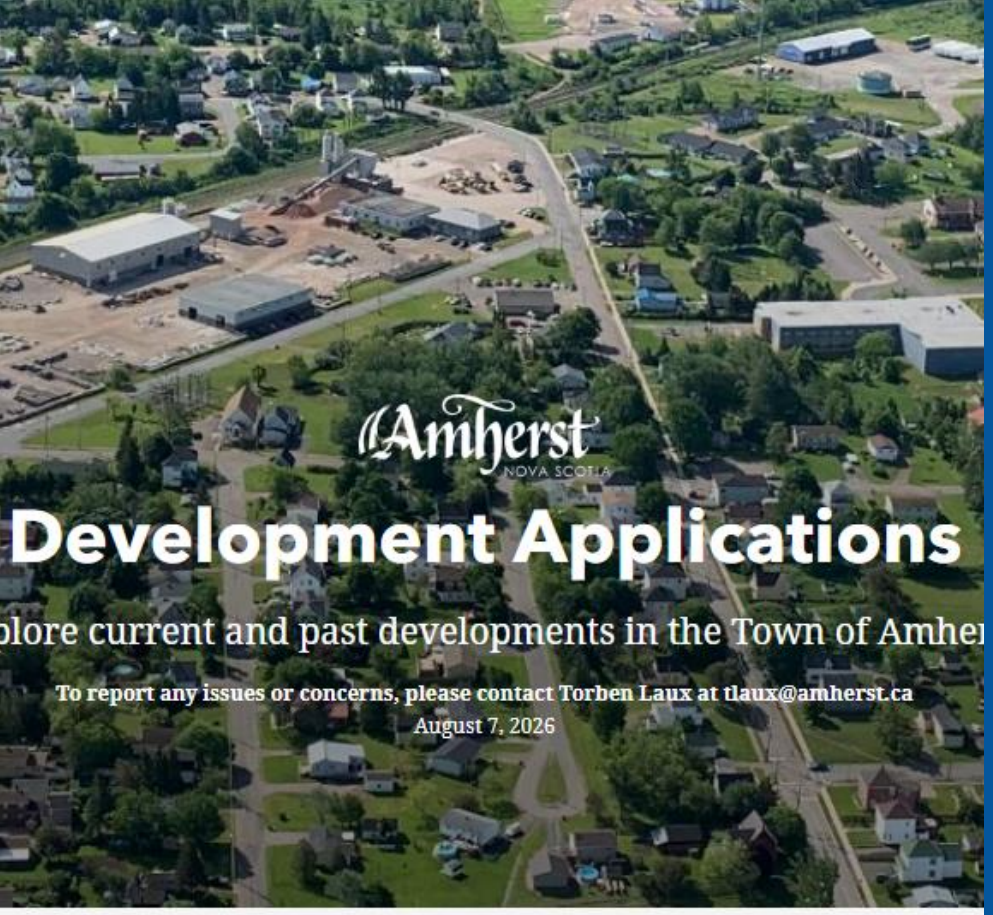
Policy 6-24: Council may not amend the Land Use Bylaw or enter into a development agreement unless Council is satisfied the proposal:

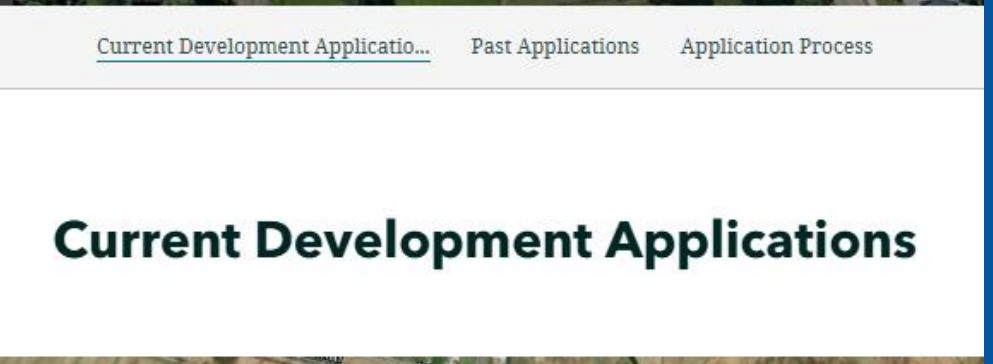
a. is consistent with the intent of this Municipal Planning Strategy;

b. does not conflict with any law or regulation of the Provincial or Federal Governments;

c. is not premature or inappropriate

Policy 6-25: Council may, in addition to any other required information, require any or all of the following information prepared by an appropriate qualified professional, at the applicant's cost, and at a level sufficiently detailed to evaluate whether the criteria for amending the Land Use Bylaw or entering into a development agreement have been met:







Amherst

APPLICATION STATUS

Current and past applications along with status updates can be found at:

https://www.amherst.ca/development-applications.html

Town of Amherst
Planning Advisory Committee
Minutes

Date:	**November 2, 2026**
Time:	**4:30 pm**
Location:	**Council Chambers, Town Hall**
Members Present	**Paul Diamond, Citizen Representative, Vice-Chair** **Councillor Charlie Chambers** **Councillor Terry McManaman** **Councillor Dwayne Ripley** **Jim Lamplugh, Citizen Representative**
Members Regrets	**Ronald Wilson, Citizen Representative, Chair**
Staff Present	**Andrew Fisher Director, Planning & Economic Development** **Torben Laux, Planner** **Marc Buske, Building Official** **Emily Wainwright, Dangerous/Unsightly Premises Administrator** **Natalie LeBlanc, Municipal Clerk** **Cindy Brown, Administrative Assistant**
Others Present	**Applicant Mikhial Mansour, Casey Realty Limited**

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1. Call to Order

The Vice-Chair called the meeting to order.

1.1 <u>Territorial Acknowledgement</u>

The Vice-Chair gave the Territorial Acknowledgement.

2. Approval of Agenda and Acceptance of Minutes

2.1 <u>Approval of the Agenda</u>

Moved By: Councillor Chambers
Seconded By: Jim Lamplugh
That the agenda be approved as circulated.

Motion Carried

2.2 <u>Acceptance of the Minutes</u>

The Vice-Chair called for any errors or omissions in the minutes. There being none, the minutes of the October 20, 2026, meeting of the Planning Advisory Committee were accepted as included in the agenda package.

DRAFT

3. Development Agreement Application - 59 Church Street

3.1 Staff Report

Torben Laux presented the application, included as part of the agenda package, for a Development Agreement on the property located at 59 Church Street (PID 25005729) to permit the construction of a two-storey mixed-use building that would include commercial space on the ground floor and three residential units on the second floor.

Moved By: Jim Lamplugh
Seconded By: Councillor Chambers
That the Planning Advisory Committee defer a decision and request additional changes to the proposal with reference to the Prince Arthur Street facing facade, windows, and appropriate cladding.

Against (2): Paul Diamond and Councillor Ripley

Motion Carried

4. Development Agreement Application - 16 Prince Arthur Street

4.1 Staff Report

Torben Laux presented the application, included as part of the agenda package, for a Development Agreement on the property located at 16 Prince Arthur Street (PID 25027947) to permit the construction of a three storey, nine-unit apartment building.

Moved By: Jim Lamplugh
Seconded By: Councillor Chambers
That the Planning Advisory Committee recommend that Council enter into the Development Agreement for 16 Prince Arthur Street as drafted, subject to submission of revised plans showing a front yard setback of 2 metres or less, architecturally distinct entries on the ground floor facing the street, distinct base, middle and top, and location of onsite solid waste storage.

Motion Carried

5. Adjournment

There being no further business, the Vice-Chair adjourned the meeting.

Natalie LeBlanc	Paul Diamond
Municipal Clerk	Vice-Chair

DRAFT

Town of Amherst
Public Participation Opportunity
Summary

Date:	**October 27, 2026**
Time:	**5:00 pm**
Location:	**Council Chambers, Town Hall**
Staff Present	**Andrew Fisher Director, Planning & Economic Development** **Torben Laux, Planner** **Marc Buske, Building Official** **Natalie LeBlanc, Municipal Clerk** **Cindy Brown, Administrative Assistant**
Others Present	**Deputy Mayor Charlie Chambers** **Councillor Terry McManaman** **Councillor Dwayne Ripley** **Councillor Kathy Wells** **PAC Chair Ronald Wilson, Citizen Representative** **PAC Vice-Chair Paul Diamond, Citizen Representative** **Applicant Mikhial Mansour, Casey Realty Limited**

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1. Call to Order

Andrew Fisher called the Public Participation Opportunity to order.

2. Territorial Acknowledgment

Andrew Fisher gave the Territorial Acknowledgement.

3. Introduction

Andrew Fisher introduced the Town of Amherst staff, members of Council and the members of the Planning Advisory Committee that were in attendance as observers.

4. Development Agreement Application - 59 Church Street

4.1 <u>Presentation</u>

Torben Laux presented the application, included in the agenda package, for a Development Agreement on the property located at 59 Church Street (PID 25005729) to permit the construction of a mixed-use two-storey building containing 3 dwelling units and ground floor commercial space.

4.2 <u>Public Participation Opportunity</u>

Mikhial Mansour briefly added more details about the colour and the type of siding the building will have.

There were no public present, and no questions or comments from those in attendance.

5. Development Agreement Application - 16 Prince Arthur Street

5.1 Presentation

Torben Laux presented the application, included in the agenda package, for a Development Agreement on the property located at 16 Prince Arthur Street (PID 25027947) to permit the construction of a three-storey 9-unit apartment building.

5.2 Public Participation Opportunity

Mikhial Mansour added that the building will share solid waste collection with the Amherst Theater.

There were no public present, and no questions or comments from those in attendance.

6. Closing

There being nothing further, Mr. Fisher indicated that the next Planning Advisory Committee meeting will be held on November 2, 2026, at 4:30 PM.

SYNOPSIS

Capital Budget Amendment – Bill Riley Bust

At the April 20, 2026 Committee of the Whole meeting staff were directed to collaborate with various stakeholders for the funding and fabrication of a memorial James William “Billy Riley” head and bust sculpture monument to be placed in the lobby next to the ice surface of the Amherst Stadium this hockey season.

This project celebrates an important part of Nova Scotia’s history by recognizing the first Black Nova Scotian to play in the National Hockey League.

While staff have reached out to multiple potential funding partners and, while the feedback has been very positive, no firm funding commitments have been received to date. As the project has reached a stage where expenditures are required and as there is currently no approved budget for the project, staff are recommending that Council approve an amendment to the 2026/27 General Capital Budget in the amount of $30,000. This will provide the funding and authority needed to proceed with the project without further delay. Any external funding received from our requests will be used to offset the Town’s financial contribution.

MOTION:
That Council approve an amendment to the 2026/27 general capital budget in the amount of $30,000 including applicable taxes for the commissioning of a head bust for the late James William “Billy” Riley to be funded from the Operating Reserves.

AMHERST TOWN COUNCIL
RFD# 2026116
DATE: November 23, 2026

TO:	Mayor Small and Members of Council
SUBMITTED BY:	Aaron Bourgeois, Director of Operations
DATE:	November 23, 2026
SUBJECT:	Capital Budget Amendment – Bill Riley Bust

ORIGIN: Motion of Council at the April 20, 2026, Committee of the Whole meeting:

LEGISLATIVE AUTHORITY: MGA Section 65 The council shall adopt an operating budget and a capital budget for each fiscal year.

RECOMMENDATION: That Council approve an amendment to the 2026/27 general capital budget in the amount of $30,000 including applicable taxes for the commissioning of a head bust for the late James William “Billy” Riley to be funded from the Operating Reserves.

BACKGROUND: At the April 20, 2026 Committee of the Whole meeting staff were directed to collaborate with relevant federal, provincial, sports and business stakeholders and Mrs. Gladys Riley with an expedited intention to solicit financial and in-kind support and that the Town of Amherst contribute to the fabrication of a memorial James William “Billy Riley” head and bust sculpture monument to be placed in the lobby next to the ice surface of the Amherst Stadium and a fitting celebration event to accompany the same during the 26/27 hockey season, and further that it should be noted that such a monument “head and bust sculpture” could be portable in the event a new facility is built.

DISCUSSION: Staff have reached out to multiple funding partners, and the feedback has been positive, however we have not received any firm commitments to date.

We are at a point now where we need to spend $2,133.00+HST to have a 3-D digital rendering created, that will then be used to cast the sculpture. As this project has no approved budget and no firm commitments from potential funding partners, staff are asking council to approve an amendment to the 2026/27 general capital budget in the amount $30,000 to ensure completion of the sculpture without any further delay.

The source of funding will be the Operating Reserve, and any external funding received from our requests will be used to offset the Town’s contribution.

AMHERST TOWN COUNCIL
RFD# 2026116
DATE: November 23, 2026

FINANCIAL IMPLICATIONS: The source of funding for the project will be $30,000.00 inclusive of applicable taxes from Operating Reserve.

SOCIAL JUSTICE IMPLICATIONS: This project celebrates the first Black Nova Scotian who played in the National Hockey League.

ENVIRONMENTAL IMPLICATIONS: There are no environmental implications.

COMMUNITY ENGAGEMENT: When completed the sculpture will be placed in the lobby of the Amherst Stadium and staff will coordinate a fitting celebration to honor Mr. Riley.

ALTERNATIVES: Do not approve the amendment to the capital budget.

ATTACHMENTS: None.

MEMORANDUM

TO: Mayor Small and Members of Amherst Town Council

FROM: Jason MacDonald, Chief Administrative Officer

DATE: November 23, 2026

SUBJECT: LUB/MPS Proposed Amendments – Public Health Letter

At the October 26, 2026, regular meeting, Council gave First Reading to proposed amendments to Land Use Bylaw and Municipal Planning Strategy. Further to this, Council also passed the following motion:

That Council direct the CAO to write to the Ministers of Health and Wellness, Justice, Community Services and Municipal Affairs requesting confirmation as to whether the opinions and advice expressed in the Nova Scotia Department of Health and Wellness letter dated October 2, 2026, including comments regarding potential human rights implications associated with limiting the location of emergency shelters and similar uses, represent the official position of their departments and the Province of Nova Scotia.

Nova Scotia Public Health has provided the attached letter to provide clarity on several points.

I am of the opinion that this letter addresses the concerns of Council that led to the above noted motion and am seeking a motion of Council directing the CAO to not write the letter as directed in the motion above.

MOTION:
That Council accept the updated letter from Public Health received on November 13, 2026, as a replacement to the original letter dated October 2, 2026, submitted as part of the public engagement process for MPS and LUB amendments under consideration regarding homeless shelters and direct the CAO to not send the letter to various provincial departments seeking clarification from the province on this matter.

nova scotia health | Public Health

November 13, 2026

Re: Clarification of feedback

Dear Mayor Small, Amherst Town Council and Planning Department Staff,

Please accept this letter to clarify the written feedback received by your team from Nova Scotia Health (Public Health) on October 2, 2026. We understand from Council Meeting on October 26th that there were some questions as to whether the feedback represented the position of the Government of Nova Scotia. We wanted to take the opportunity to clarify.

Nova Scotia Health, Public Health works with others to understand the health of our communities and acts together to improve health. We feel that we align with the Town of Amherst's goal to grow community in a way that is sustainable, inclusive and true to the town's character. You are one of our valued partners who support health through your vision and the expectations outlined in the Municipal Government Act. Our intention through participation in the public feedback process, was to support your planning by providing you with evidence from a population health and health equity perspective. We understand that the Council and Town work as an independent government body to integrate information into their planning processes based on what they consider best for the town and its citizens.

Below, you will see a reissued letter with clarification on several points, to ensure there was no misinterpretation on the intention of the feedback.

Maintaining our working relationship with you is extremely important to us. We welcome future opportunities for us to work collaboratively.

Respectfully,

Lori McCracken
Director of Public Health – Northern Zone

Cristin Muecke, MD, MSc, FRCPC
Northern Zone Medical Officer of Health
Nova Scotia Health

Updated letter – Reissued November 13, 2026.

October 02, 2026

Re: Town of Amherst – Municipal Planning Strategy Amendments:

Dear Mayor Small, Amherst Town Council and Planning Department Staff,

Thank you for the opportunity to provide feedback on the proposed amendments to the Municipal Planning Strategy, specifically the proposed definitions of wet sites, safe consumption sites, emergency shelters and future zoning considerations.

We appreciate the Town's proactive efforts to include accurate definitions of wet sites, safe consumption sites and emergency shelter in the Municipal Planning Strategy as well as zoning considerations.

Emergency shelters do not cause homelessness and will not solve homelessness. Emergency shelters are an important temporary measure for people experiencing homelessness but are not a long-term housing option. Evidence-based solutions to end homelessness include the creation of non-profit and affordable housing options.

Supervised consumption sites are an evidence-based healthcare service that provide safe environments and sterile supplies to use substances. Supervised consumption sites prevent overdose and overdose death, the spread of infectious disease and connect people with services. Canadian and international evidence shows clearly that supervised consumption services help to save lives, connect people to social services and serve as pathways to treatment.

We recognize and appreciate the work that has gone into developing the current definitions. We have provided our feedback in sections. The first section focuses on feedback relevant to each definition, the following section focuses on zoning considerations, and the last section is a list of additional resources. Below, you will find our comments, framed with a population health and health equity lens.

Prepared by
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Cc:

Public Health

Angie MacIntyre (Manager, NZ Public Health, Healthy Communities)
Janine DeWitt (NZ Public Health, Consultant, Public Policy & Social Action)

Definition Feedback

Current Draft Definition	Public Health Comment
In the context of addictions, a "wet site", commonly known as a wet house or wet shelter, is a residential facility for individuals with chronic substance use disorders, typically alcohol use disorder, where residents are permitted to consume alcohol on the premises. (rehabs.com) Given that alcohol is legal, an alcohol wet site is not specifically regulated by senior levels of government.	There are limited resources that describe and define "wet site" in the context of Nova Scotia. In other jurisdictions, "wet site" may be used to describe emergency shelter or housing services that permit substance use on site. Social Support New Brunswick uses the following spectrum: • ***Dry*** *– You cannot stay if you are drunk or high.* • ***Damp*** *– You can stay if you are drunk or high, but you cannot use alcohol or drugs at the shelter.* • ***Wet*** *– You can stay if you are drunk or high, and you are allowed to use alcohol or drugs at the shelter in a supervised area, with staff there to help keep you safe.* The use of substances is already regulated by existing federal, provincial, and municipal laws. Consider avoiding using "wet" as a formal description of shelter services, deferring to existing regulatory frameworks.
Supervised consumption sites (often called "safe injection sites" or "overdose prevention sites") involve the consumption of illicit controlled substances. These sites require a section 56.1 exemption from the federal Controlled Drugs and Substances Act (CDSA). Currently, there are two such facilities operating in Nova Scotia – ReFix in Halifax and Peer Six in Sydney. The CDSA exemption does not legalize illicit drug use, but provides	Public Health commends the thorough definition of supervised consumption site, specifically highlighting the exemption process and existing sites in Nova Scotia. Consider replacing "illicit controlled substances" with either "illegal controlled substances" or "unregulated controlled substances" to reduce the stigma associated with substance use.

a specific legal protection for activities covered by the exemption at the authorized site. In practical terms, individuals can bring their own drugs to a supervised consumption facility with trained staff than can prevent overdoses and provide other supports.	Consider the removal of "can" in the fifth sentence as it implies that bringing one's own substances to a supervised consumption site is optional, this could lead people to the inaccurate conclusion that safe consumption sites provide access to substances. Public Health commends the explanation that supervised consumption sites are staffed with trained employees that prevent overdose and provide other supports. Consider expanding the last sentence or adding an additional sentence to include that supervised consumption sites also prevent the spread of infectious disease by providing a sterile environment to use substances in as well as sterile equipment.

Zoning Considerations

Municipal zoning and planning present an opportunity for municipalities to lessen barriers that create inequities in our communities. Related to housing, some of these opportunities include but are not limited to eliminating discriminatory separation distance requirements, ensuring that Municipal Planning Strategies avoid 'people zonings', allowing non-market housing rezoning 'as of right', ensuring timely approvals of non-market housing targeting 20% non-market housing by 2055, enabling accessible units, and rapid approvals and no development fees for accessory dwelling units.

When considering zoning of Emergency Shelter and Supervised consumption sites, it is important to consider how decisions will create or lessen inequities. Decreased barriers can result from permitting Emergency Shelters in zones that are already proximal to other services (healthcare, social services, pharmacies, employment, education opportunities, etc.) and are easily accessible to individuals needing emergency shelter.

Establishment	Proposed Zoning Considerations
Emergency Shelter	Consider permitting emergency shelters in zones where there are minimal barriers to accessing essential services that would benefit people experiencing homelessness. In

	the absence of a public transportation system, it is important that emergency shelter services are proximal to health and social services. In addition to gathering feedback through traditional engagements like the public participation opportunity and public hearing, consider engaging residents who would be most impacted by the amendments.
Supervised Consumption Site	Supervised consumption sites are widely regarded as a healthcare service. Understanding supervised consumption sites are healthcare; consider zoning supervised consumption sites similarly to other healthcare services. In addition to gathering feedback through traditional engagements like the public participation opportunity and public hearing, consider engaging with residents who would be most impacted by the amendments.

Resources

Supervised consumption explained: types of sites and services - Canada.ca

Communicating about Substance Use in Compassionate, Safe and Non-Stigmatizing Ways - Canada.ca

Supervised consumption sites: Status of applications - Canada.ca

Language Matters Nova Scotia Health – see attached PDF

Language to Discuss Drug Use – see attached PDF

Substance use Spectrum – see attached PDF

Internal Committee Report

Planning Advisory Committee

November 2026

The Planning Advisory Committee met on Monday, November 2, 2026.

The Committee recommended that Council enter into a development agreement for a 9-unit apartment building at 16 Prince Arthur Street, subject to changes to the proposal.

The Committee deferred a recommendation on a development agreement application for a 3-unit mixed use building at 59 Church Street and requested architectural changes to the building.

The next meeting of the Planning Advisory Committee is scheduled for Monday, December 7, 2026, at 4:30 p.m.

Internal Committee Report

Amherst Youth Advisory Committee

November 2026

The Amherst Youth Advisory Committee met on Monday, November 2nd, 2026, to review survey results and set its areas of focus for the coming term. Eleven youth responded to the survey; the committee used those results to build a draft working plan and agreed on next steps.

What youth told us (survey, 11 respondents)

- A need for more places to hang out — casual sports lounge or arcade
- Paid local apprenticeships and youth employment opportunities
- Better promotion of volunteer opportunities
- Transportation
- Clearer communication of Anchor initiatives

Areas of focus for the working plan

- **Transportation:** explore a partnership with CCTS or Fundy Taxi to offer free or affordable rides for youth after school hours
- **Downtown beautification:** bring more vibrancy downtown and maintain existing projects
- **Safety and prevention:** take a proactive approach to crime and drug use, including investigating the Big Brothers Big Sisters program
- **Vulnerable youth:** create more wrap-around supports and opportunities for those experiencing homelessness
- **Housing:** affordable housing for all
- **Social enterprise:** investigate low-barrier social enterprise options

Decisions and next steps

- Committee requested to organize a meeting with the Moncton Youth Committee
- December meeting communications to run through email and Messenger chat
- Re-administering Youth Engagement Survey to get more feedback
- No meeting in January due to exams

Next meeting: Monday, February 1st, 2027 from 3:00–4:00 PM

Internal Committee Report

Accessibility, Inclusion, Diversity and Equity Committee

November 2026

The Accessibility, Inclusion, Diversity and Equity (AIDE) Committee met on Wednesday, October 29th at 4:30 p.m. in Town Hall Council Chambers.

The Committee passed a motion recommending Council include funds in the 2027/28 capital budget to review opportunities to support independent access throughout the Stadium facility.

The Committee also received updates on the Anti-Racism Application to fund a full-time term position who would lead a collaborative project with youth and community partners. Staff are expecting a decision soon.

Staff also updated the committee on the construction of the accessible playground located at 51 Beacon Street.

The next meeting of the Accessibility, Inclusion, Diversity and Equity Committee will be scheduled in the new year.

External Committee Report

YMCA of Cumberland

November 2026

Santas for Seniors provides gifts for seniors in our community who may be alone this holiday season. (Tree is up and tags are ready in the YMCA Lobby). If you are interested in referring a senior who will be on their own this holiday season, please contact Emily at emily.atkinson@cumberland.ymca.ca or 902-614-1373

Our current membership numbers as of November 17 are 2486 active members with 436 members being on assisted memberships.

We currently have job postings for a Mental Health & Addictions Clinician, a Manager at Anchor Youth Space, an ECE Educator and a Part Time Commercial Cleaner.