

Water Resilience Working Group

Report to Council
March 2026



Municipality of the
District of Yarmouth
932 Highway 1, Hebron NS
B5A 5Z5

www.munyarmouth.ca



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How We Got Here:

The Water Security Working Group was formed following the 2025 drought. Agriculture and Agri-food Canada classified the drought as a D-4, exceptional drought representing a 1-in-50 year occurrence. The experience highlighted the need for Council to develop a clearer plan for supporting residents. Council made a motion to strike an ad-hoc committee comprised of staff and council representation. Their mandate was to:

- Improve MODY's operational readiness for recurring drought
- Manage public expectations by offering clear, evidence-based guidance
- Provide low-cost, high impact supports with no increase to the tax rate
- Deliver implementable recommendations to Council by March 31, 2026

Definition of Success:

MODY will have a proactive, simple, and easy-to-follow plan during times of drought that promotes resident self-sufficiency through targeted, affordable support and resources provided by either MODY or a trusted partner.

The plan will be publicly available and easy to find on the MODY website, and will honor the Municipality's commitment to accessibility, diversity, equity, and inclusion.

Introduction



Water Security Team Members:

1. Jim Baxter - *Councillor - District 4*
2. Phil Mooney - *Councillor - District 3*
3. Victoria Brooks - *Chief Administrative Officer*
4. Jenny Porter - *Deputy Municipal Clerk*
5. Darlene LeBlanc - *Deputy Chief Administrative Officer*
6. Angelique LeBlanc - *Director of Finance*
7. Mark Blinn - *Economic and Community Development Officer*
8. Ashley Rhyno - *Senior Safety Coordinator*
9. Mark Brewer - *Communications Officer*

A Council-approved Terms of Reference guided the activities of the working group.

Objectives:

- Improve MODY's operational readiness for recurring drought
- Manage public expectations by offering clear, evidence-based guidance
- Provide low-cost, high impact supports with no increase to the tax rate
- Deliver implementable recommendations to Council by March 31, 2026

Deliverables:

- Short-Term Drought Mitigation Options Report
- Simple Implementation Framework
- Draft Public Communication Plan
- Budget-neutral operational recommendations

Scope:

The Working Group will:

- Review MODY's 2025 drought program
- Identify low-cost mitigation measures (e.g., voucher program refinements, retailer MOUs, public guidance, etc.)
- Develop evidence-based public education materials using reliable resources like Red Cross and NCCEH guidance
- Review well-vulnerability data to prioritize support (utilizing open-source provincial and academic studies)
- Recommend practical operational improvements

Water Security Working Group

Response Plan

Declaring a State of Emergency

The Yarmouth County Regional Emergency Management Executive Committee have recommended to its Councils that the prevalence of dry weather impacting shallow well performance is not an emergency. This places response actions within each municipal unit individually.

However, the *Emergency Act* does provide powers for Council to declare a State of Local Emergency outside of a regional emergency response.

Consideration should be given to the benefits of a declaration in order to address price gouging, maintain public peace at water distribution sites, trigger financial benefits, or to access provincial resources.



Public Information Campaign

Summary: The public information campaign will include both digital and print resources designed to help educate and support residents as they work toward long-term water security and sustainability. *See Municipal Drought Education & Resilience Process flow chart on page 53 for more details.*

Low Risk: Well Maintenance

Maintenance tips and water efficiency information
Promote well improvement options

Normal Risk: Water Storage

Conservation information
Cisterns, water cubes, rain barrels

Moderate Risk: Emergency Planning

What to do before a drought
Learning to monitor well levels

High Risk: Self-Reliance

Long-term well maintenance and water conservation information

Online and Print Resources:

Website - updated to include new Water Resilience page
Social Media Campaign
List of reliable purchasing information

Focus Groups - What We Heard

Summary:

Focus groups were conducted as part of the Water Resilience project to gather feedback from residents and local service providers who have direct experience with existing water support programs.

Three groups participated: recipients of the Water Voucher Program; residents who applied for the Domestic Water Improvement Lending Program; and local water vendors. Participants were asked about their experiences with these programs, including accessibility, effectiveness, and challenges. The discussions helped provide insights that informed the findings and recommendations for this report.

Group 1: Domestic Water Improvement Lending Program customers

Group 2: Water Voucher program customers

Group 3: Local well/domestic water product vendors

Focus Group 1: **Domestic Water Improvement Loan Customers**

- Before accessing the loan program, 2 of the 4 had no water at all. 2 had low water and were practicing water conservation. Of the 2 with no water, 1 was in new homes and so it was their first experience with their wells. The other has had on-going issues with dry well for months at a time over several years.
- Lending Program - All participants expressed that the program was very easy to access, very straightforward, and very quick.
- One participant had to have 2 wells drilled as the first one did not result in any water. The total cost was \$24k, and the loan was only \$10k at the time.
- All agreed that the loan covered their needs (except for the individual who had to have 2 wells drilled).
- However, given that the cost has risen dramatically, participants felt that the maximum amount should be raised (the max when they took out the loans was \$10k).
- They also suggested having a longer re-payment period (when they took out their loans it was 10 years)
- All expressed having good experiences with contractors
- One participant mentioned “water harvesting” techniques, however noted that it was very expensive
- Participants recommended advertising the program more widely, with recommendations to inform real estate agents and law offices.
- Participants recommended MODY develop a one-page brochure about the program.

Focus Group 2: **Water Voucher Program Recipients**

How would you describe your experience with the water voucher program in one word?

Great – very good program

Was not embarrassing – was very nervous (kind of like accessing the foodbank).

Vendor was easy to work with

Easy/simple

Since 2016, have you gone dry during each drought we've had?

Annually has water scarcity; this was the first year the well went dry; the prolonged nature of 2026 made it very, very difficult; some concern over water for the winter season; usually manages the short term dry spell quite well

There is a geographic correlation to the dry wells; lots in some areas like doctors lake; in Sanford didn't really think about water scarcity. There was a period of high volume use when visitors were in town (5 adults and children); well level went down but didn't recover because of the extreme dryness.

In 2025, what happened with your water supply when you used the voucher program?

Had been conserving water by getting drinking water from family, showering at family; using laundry mat. The family members' artesian well went dry.

Had been monitoring water levels and doing laundry in town. Purchased a bulk water tub and hauled some. Neighbours in Sanford indicate that historically there hasn't been a problem in that area.

Both have dug wells; one with rock walls and one with rings; rings hold water better, but rock walls re-charge faster.

Focus Group 2: **Water Voucher Program Recipients**

How did you hear about the program?

- Can't remember
- Radio/ news

Did you find the application process easy to follow/use?

- No trouble; it worked well; the hours of operation didn't mirror the MODY's hours of operation
- Very easy application process with simple questions

Did the program help you?

- Was helpful; one respondent came three times

Was there anything the program didn't solve?

- When used in combination with other supports, like showers and laundry mats, the need was met. There may be some room to provide a "package" outlining resources and how to access them

Were there any supply/delays that caused challenges with the program?

- There was lots of water at the store
- At Sobeys only one brand of water was used for the program; some issues with format of packaging being easy for program participants to use (not too heavy to carry)

Participants re-iterated how respectful the program was to people who used the program.

By participating in the program, did it change how you think about water security?

- One participant indicated their long term plan is to lean on drinking water provided for free – they are nearing the "down-sizing" phase of their life and don't want to invest in a long term solution at their current home.

Focus Group 2: **Water Voucher Program Recipients**

- Another participant indicated it was the first summer they had an issue – so will look at purchasing water to support short term shortages; cost/benefit of new well; if droughts persist, will drill/dig a new well or adopt another more permanent solution.
- Short term, will look at doubling up on the 1,000 liter tote if need be

Did the program lead you to consider upgrades to your water or conservation measures?

- See above – one considered digging a second well to augment the existing well

What stopped you from taking long-term action?

- Residents taking a wait and see approach; one has been in the home for 38 years and only four years where there was scarcity
- One stated that if they saw a trend annually, they would look at a new well

What information or tools would be useful before a drought hits?

- One respondent would be paying attention earlier in the season and would implement conservation methods sooner (i.e. laundry mat and hauling in totes sooner)

Going back to the beginning of mentioning emergency support, how can we go from quick fixes to actually solving the problem? In other words, we know we cannot control the weather, so how can the problem be solved to ensure there is water security?

- One respondent mentioned a municipally owned well where people can go get water if they need it; one respondent says it isn't necessary.
- The water table is under pressure and drilling more wells will continue to put the water table under pressure
- One respondent felt that if the Town of Water Utility didn't have a bulk water station, the MODY would have to think about providing something.

Focus Group 2: **Water Voucher Program Recipients**

If there is another voucher program during a drought, how do you think it would help people bounce back?

- Would provide a short term “patch work” support to help in time of need.
- It is safe water
- It creates a lot of solid waste -plastic and cardboard

If there is another program, do you believe it should be paired with education, assessments, or incentives?

- Not sure what education would/could be included
- In Kempt everybody conserves water in the summer
- There are some people moving to rural settings from urban areas where they used to being on a water utility; they may not have water conservation skills and awareness

How could messaging encourage preparedness without blame or pressure?

- Circulate educational materials early in the spring encouraging residents to conserve water early on discretionary activities like car washing; reducing dishwasher use; shorter showers; full loads for laundry
- Package should be well designed; printed on good quality paper and colour – something people will want to keep
- Is there a role for the public schools in teaching children to conserve often and early seasonally.

Out of the questions we asked today, is there anything else you’d like to add?

- Very good program; very grateful for it; saw household savings
- General feeling that it was appropriately used
- Again, it was so easy to use it and didn’t marginalize people.

Focus Group 3: **Local well/domestic water product vendors**

What did life look like during the drought vs. a normal summer/fall?

- Described drought as “awful”
- Increased interest in rainwater harvesting
- Pumps burning out; many customers unable to afford replacements
- Frequent water drop-offs pumped into wells
- Heavy use of water totes
 - Large totes difficult to obtain
 - Some households used multiple totes
 - Some customers wanted totes piped into their home systems
- High number of phone calls
 - Inquiries about drilling wells and locating totes
- Challenging balancing business costs with residents who were out of water
- Limited number of well drillers available
- Offers financing for well drilling through a financing company
 - Interest based on credit; used more than usual this year
- Many customers referred through housing programs
- Some customers borrowed money from family
- Occasionally bartered for non-monetary items

What were the biggest barriers for residents?

Water systems / supply representative

- Cost and affordability
- Even when residents had money, companies were often too busy to respond
- Fewer tradespeople available
- Encouraged making existing water supplies last
- Rainwater harvesting used more often
- Developing a prototype system for dug wells
 - Patent in progress
 - Looking for a manufacturer

Focus Group 3: **Local well/domestic water product vendors**

- Cisterns useful in dug well situations
- Residents becoming creative (example: pools used for water storage in basements)
- Need for better education on water supply options

What were frequently-heard misconceptions?

- Environmental guidelines for well placement (setbacks from basements, septic systems, etc.)
- Average guideline: family of four requires ~420 gallons of water per day
- Uses a website showing well locations and yields
- Education needed
 - Customers often request a specific gallons-per-minute output, which cannot be guaranteed

What could water security/self-sufficiency look like in 5 years?

- Trickle chargers to fill tanks
- Storage tanks
- Solutions depend on customer comfort level
- Rainwater harvesting education (systems cost approximately \$20,000–\$30,000)
 - Some customers with multiple tanks remained self-sufficient through droughts
- Totes useful but difficult in winter (cannot remain above ground)
- Combination of solutions likely required
- Affordability remains a key issue
- Long lines at water fill stations during drought

Comments about Water Tote usage

- Approximately 80% of customers used totes
- Water fill stations extremely busy
 - Some businesses offer free water fill days
 - Private sector open to working with municipalities on a water voucher program
 - Prices increased but not significantly
 - Tote fittings now inconsistent between manufacturers

Focus Group 3: **Local well/domestic water product vendors**

Comments on Municipal and private sector collaboration

- Water voucher programs helpful but could be better advertised everywhere
- Trades businesses could help share program information with customers
- Financing options (10–13% interest) available through financing companies
- More customers now using financing

Suggestions

- Municipalities should have a clear internal plan and provide education resources to vendors
- Dug wells often seen as a poor long-term investment
- Drilled wells with cistern systems considered more reliable
- Possibility that banks may eventually stop approving new builds with dug wells

Education needed on

- Water supply options
- Water security limitations
- Water quality considerations

Other discussion points

- Full mineral water testing costs approximately \$400
- Residents often forget about drought once conditions improve
- Ongoing communication needed to encourage preparedness
- Plumbing a tote into a home system costs approximately \$1,500
- Totes left in the sun can grow bacteria (health and liability concerns)
- Shared use of fill stations (hoses and valves) increases contamination risks
- Fire departments no longer deliver water due to liability risks
- Safety concerns with residents transporting totes on trailers
- Drilled wells must be at least 30 feet deep
- Wells increasingly drilled deeper due to lowering water tables
- One drilling company currently has 60+ wells scheduled for next year

Water Resilience Working Group

Legislative Review By-law and Policy Changes

Summary

The Committee reviewed the various policies and by-laws relating to water resilience. In response to the feedback from the focus groups, and staff who administer the programs, a series of recommended by-law and policy amendments are included in the report.

- *Domestic Water Lending Improvement Program*
- *Interest Policy*
- *Fees Policy*
- *Drought Preparedness Policy*




Water Resilience Working Group

Domestic Water Improvement Loan By-law (D-486-26)

Please Note:

Highlighted Yellow Notes are Recommended Amendments



	<p>Water Supply Upgrade Lending Program Domestic Water Improvement Loan By-Law D-486-26</p>	<p>Effective Date:</p>
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Part 1 Purpose

- 1.1 This By-Law is intended to provide a mechanism for offering a means of financing to residential landowners in the *Municipality* who are experiencing vulnerability or crises of security in their residential domestic water supply. The intent is to provide assistance to those who are most vulnerable while keeping in mind the financial constraints and priorities of the *Municipality*.

Part 2 Definitions

- 2.1 **“CAO”** means the Chief Administrative Officer for the Municipality, or his/her designate;
- 2.2 **“Event of default”** includes any one of the following occurrences of any of the property owners;
- 2.2.1 bankruptcy;
- 2.2.2 arrears of property taxes, sewer charges or area rates in excess of one year;
- 2.2.3 missed scheduled payment if not remedied within ninety (90) days
- 2.3 **“Lending agreement”** means the written, signed agreement between the owner of a Qualifying Property and the Municipality for financing of a Water Supply Upgrade (Appendix I);
- 2.4 **“Maximum eligible amount”** means a general financing cap set by the Municipality. The Municipality of Yarmouth’s maximum eligible amount is ~~\$20,000.00~~ \$25,000.00;
- 2.5 **“Minimum eligible amount”** means the lowest amount eligible for the loan program. The Municipality of Yarmouth’s minimum eligible amount is \$1,000.00;
- 2.6 **“Municipality”** means the Municipality of the District of Yarmouth;
- 2.7 **“Municipal domestic water supply system”** means the Town of Yarmouth Water Utility;
- 2.8 **“NSECC”** means the Nova Scotia Department of Environment and Climate Change;
- 2.9 **“Qualifying property”** means an owner-occupied residential property located within the Municipality but does not include multi-unit residential or non-profit owned buildings, new construction or business/ industrial premises, nor a property within the serviceable boundaries of a Municipal Domestic Water Supply system;
- 2.10 **“Water supply upgrade”** means a construction of a new dug or drilled well, or an upgrade to an existing well that is required to source water for the property. Upgrades may

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include the installation of equipment related thereto so long as the equipment is included in the "Schedule of Equipment" attached as APPENDIX III.

- 2.11** "Water supply upgrade loan" means the local improvement charge levied on the property pursuant to 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the approved eligible upgrade(s), up to the Maximum Eligible Amount, and no less than the Minimum Eligible Amount;

Part 3 Administration


- 3.1 An owner of a Qualifying Property within the *Municipality* may apply on a prescribed form to the *Municipality* for financing of a Water Supply Upgrade to the property (see attached Appendix II "Water Supply Upgrade Program – Registration Form & Checklist");
- 3.2 lending shall be subject to the approval and agreement in writing of the *CAO* on behalf of the *Municipality* which shall be subject to the sole discretion of the *Municipality* and the execution of a Lending Agreement. The conditions that must be met for approval include that:
- 3.2.1 the owner of the qualifying property is not in default of any municipal taxes, rates or charges and has no taxes, rates or charges owing that are older than the current tax year;
 - 3.2.2 Total household income must be no greater than cannot exceed \$120,000.00, as shown on line 15000 of the Notice of Assessment;
 - 3.2.3 water supply upgrades must comply with applicable provincial and/or federal regulations;
 - 3.2.4 the contractors must have a valid *NSECC* license to carry out a water supply upgrade;
 - 3.2.5 other conditions as indicated in the *Lending Agreement* that may be modified from time to time.
- 3.3 the Water Supply Upgrade Loan shall become payable on the completion of the contract for the installation of the Water Upgrade in accordance with the *Lending Agreement*. The Water Upgrade Loan may consist of:
- 3.3.1 the cost of the Water Supply Upgrade, including all labour costs, permit fees and applicable taxes;
 - 3.3.2 interest charges, including any additional interest arising due to any default of payment.

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	<p style="text-align: center;">Water Supply Upgrade Lending Program Domestic Water Improvement Loan By-Law D-486-26</p>	Effective Date:
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- 3.4 the owner of a Qualifying property may elect to pay the Water Supply Upgrade loan by equal installments over a period of not more than ~~ten (10)~~ **twenty (20)** years, on which interest shall be payable as set out in the Water Supply Upgrade Lending Agreement;
- 3.5 the *Municipality* shall not be responsible for ongoing maintenance and operating costs of the Water Supply Upgrade; the Water Supply Upgrade is owned and maintained by the owner of the Qualifying property;
- 3.6 in the Event of Default of any payment under the *Lending Agreement*, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the *Municipality* for unpaid taxes and charges in default;
- 3.7 the *Municipality* shall maintain a separate account of all monies due for the Water Supply Upgrade Loan, identifying, for the subject property:
- 3.7.1 the names of the property owners, assessment account number, PID and civic addresses;
 - 3.7.2 the original amount of the Water Supply Upgrade Loan advanced;
 - 3.7.3 the annual amounts paid to the *Municipality* to repay the Water Supply Upgrade loan, said amounts to distinguish between principal amounts and interest amounts; and
 - 3.7.4 the *Municipality* will provide the property owner(s), annually, on the anniversary date of the loan, with a statement of account; showing the principal balance owing at the end of the previous year, total amount paid during the year, amount of interest included in the payment(s) and the balance of principal owing at the end of the year.
- 3.8 Where a property owner has undertaken a water supply upgrade before entering into a Water Supply Upgrade Lending agreement, the *Municipality* may enter into a Water Supply Upgrade Lending agreement with a property owner if all of the following conditions are met:
- 3.8.1 the conditions as outlined in Section 3.2 have been met;
 - 3.8.2 the oldest contractor invoice submitted for payment is no older than thirty (30) calendar days; and
 - 3.8.3 the applicant understands that the *Municipality* provides no assurance or guarantee that expenses incurred prior to application approval will be deemed eligible for financing.
- 3.9 The property owner will provide the *Municipality* with a copy of the contractor's completed NSECC prescribed "Drilled Well Report".

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Part 4 Lien

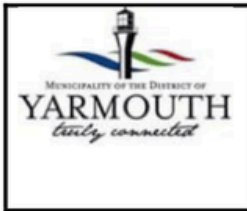
- 4.1 On completion of a Water Supply Upgrade pursuant to the Lending Agreement, the Water Supply Upgrade Loan shall become a lien levied against the property in accordance with the *Municipal Government Act*;
- 4.2 the portion of the annual repayment of the Water Supply Upgrade Loan shall be equal to the total loan outstanding divided by the number of years remaining, with applicable interest, subject to Section 3.4 of this By-Law;
- 4.3 the Water Supply Upgrade Loan advanced pursuant to this bylaw constitutes a first lien on the property and has the same effect as rates and taxes under the *Assessment Act*;
- 4.4 a Water Supply Upgrade Loan is collectable in the same manner as rates and taxes under the *Municipal Government Act*, and is collectable at the same time and by the same proceedings as taxes upon an event of default;
- 4.5 the lien provided for in this By-Law shall become effective on the date the document is filed with the Provincial Registry;
- 4.6 the lien provided for in this By-Law shall remain in effect until the total Water Supply Upgrade Loan, including any accrued interest, has been paid in full.

Part 5 Interest

- 5.1 Interest shall accrue on any Water Supply Upgrade Loan which remains outstanding;
- 5.2 Interest shall begin accruing on a Water Supply Upgrade loan on the date that the Loan Agreement is signed;
- 5.3 Interest is payable on amounts deemed outstanding pursuant to the *Interest Policy I-068-00*.

Part 6 Administration and Fees

- 6.1 A one-time administration fee will form part of the application process (see *Fees Policy F-044-02*);
- 6.2 the administration fee will be refundable at a rate of 80% if the lending agreement does not get executed;



**Water Supply Upgrade
Lending Program Domestic Water
Improvement Loan By-Law D-486-26**

Effective Date:

- 6.3 the administration fee will have no effect on, and will not form part of, the final water supply upgrade loan amount;
- 6.4 applications that do not lead to a formal loan agreement at the end of 180 days from the date they are submitted will become stale-dated and considered closed;
- 6.5 for administrative efficiencies, out-of-pocket expenses, unless they collectively accumulate to an amount greater than \$1,000.00 and are presented with the submission of the contractor's invoice, will not be accepted for financing.

Part 6 Review


- 6.1 This by-law will be reviewed every two years.

Part 7 Repeal

- 7.1 This By-Law hereby repeals and replaces Water Supply Lending Program By-Law W-1028-25.

DRAFT AMENDMENTS

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Chief Administrative Officer's Annotation for Official By-Law Book	
Date of First Reading	
Date of Advertisement of Notice of Intent to Consider	
Date of Second Reading	
Date of Advertisement of Passage of By-Law	
Date of Mailing to Minister a Certified Copy of By-Law	
<p>I certify that this Water Supply Upgrade Lending Program By-Law W-1028-26 was adopted by Council and published as indicated above.</p>	
 _____ Chief Administrative Officer	_____ Date

Date last reviewed by Council: August 20, 2025
Date last amended: August 20, 2025

Appendix I

Water Supply Upgrade Lending Agreement

1. Property Owner: Name _____
2. Property Owner: Name _____
3. Property Owner: Name _____
Civic Address: House Number and Street _____
Community _____
RR# _____ Postal Code _____
Property Tax Information: Assessment Roll Number _____
Parcel Identification Description (PID) _____
Loan amount _____
Interest Rate _____
Loan Term _____
Total Interest _____

THIS FINANCING AGREEMENT is made this _____ day of _____ 20____ (“Effective Date”)

BETWEEN:

PROPERTY OWNER(S)

-and-

MUNICIPALITY OF THE DISTRICT OF YARMOUTH

[Hereafter called the “Municipality” and, together with the Property Owner(s), the “Parties”]

In consideration of the mutual covenants herein contained, the Parties agree as follows:

Definitions

1. In this agreement;
 - a. **“approved quote”** means the Contractor quote for the completion of part or all of the approved Water Supply Upgrades that has been obtained by the Property Owner(s) and provided to and approved by the Program Administrator;
 - b. **“CAO”** means the Chief Administrative Office for the Municipality, or his or her designate;
 - c. **“contractor”** means an insured and licensed person by the Department of Environment and Climate Change retained by the Property Owner(s) to complete the Water Supply Upgrades;

- d. **“completion”** means the date that the Water Supply Upgrade work has been done as set out in the NSECC prescribed “Drilled Well Report”;
- e. **“Director of Finance”** means the Director of Finance for the Municipality, or his or her designate;
- f. **“effective date”** means the date on which the final Water Supply Upgrade Lending Agreement is signed;
- g. **“enabling upgrade”** means to supply water from the new or repaired well to the residence which may include the installation of a well pump, the water line and electrical hookup as required; and also including the connection to a municipal domestic water supply system;
- h. **“maximum eligible amount”** means a general financing cap set by the Municipality. The Municipality of the District of Yarmouth’s maximum eligible amount is ten thousand dollars (~~\$20,000.00~~ \$25,000.00);
- i. **“minimum eligible amount”** means the lowest amount eligible for the loan program. The Municipality of Yarmouth’s minimum eligible amount is \$1,000.00
- j. **“municipal domestic water supply system”** means the Town of Yarmouth Water Utility;
- k. **“NSECC”** means Nova Scotia Department of Environment and Climate Change;
- l. **“program administrator”** means the Municipality, and includes its employees and agents, or designated third party contractor;
- m. **“property”** means a residential property located within the Municipality that meets the eligibility criteria for participation in the Water Supply Upgrade Lending Program;
- n. **“qualifying property”** means an owner-occupied residential property located within the Municipality but does not include multi-unit residential or non-profit owned buildings, new construction or business/industrial premises or a property within the serviceable area of a municipal domestic water supply system;
- o. **“repayment period”** means the period from the date the financing charge first becomes due and payable to the date the final payment is due, and shall in no case be greater than ~~ten (10)~~ twenty (20) years;
- p. **“water supply upgrade”** means a construction of a new dug or drilled well, or an upgrade to an existing well, or a connection to a municipal domestic water supply system, that is required to source water for the property. Upgrades may include the installation of equipment related thereto;
- q. **“water by-law”** means the Water Supply Upgrade Lending Program By-Law W-1028-26, approved by ~~the Municipality on March 28, 2018~~ Municipal Council;
- r. **“water supply upgrade lending program” or “program”** means a program established by the Municipality under which owners of properties may obtain financing for construction of water supply upgrades;
- s. **“water supply upgrade loan”** means the local improvement charge levied on the property pursuant to section 81A of the *Nova Scotia Municipal Government Act*, and is equal to the value of the approved eligible upgrade(s), up to the maximum eligible amount.

Term of Agreement

- 2. This lending agreement commences on the effective date and terminates at the end of the repayment period or when the loan is paid in full.

Water Supply Upgrades

3. The property owner(s) acknowledges and agrees that only those water supply upgrades approved by the program administrator are eligible for financing through the program, and that the property owner(s) shall be solely liable for the cost of any unapproved upgrades completed on the property;
4. the property owner(s) further acknowledges and agrees that they shall be solely liable for the cost of any work in excess of the approved loan amount, regardless of whether the excess costs were for the installation of approved water supply upgrades;
5. in the event that an enabling upgrade is necessary in order to enable a water supply upgrade, the enabling upgrade and the water supply upgrade must both be installed to be eligible for the program;

Payment to Contractor

6. Upon completion of the approved water supply upgrades, the property owner will sign any/all eligible invoices for completed work (submitted by the contractor) and forward them to the program administrator within 10 business days for payment to the contractor up to the maximum eligible amount;
7. if, after starting the installation of the water supply upgrades at the property, a contractor or the property owner(s) causes the installation of the upgrades to be stopped for any reason, including reasons related to safety (including structural deficiencies, hazardous materials or other safety hazards), or discovery of unforeseen conditions, this is a matter to be resolved between the property owner and the contractor.

Reportable Deficiencies

8. If the program administrator discovers any deficiencies with the property relative to compliance with codes, standards, or other applicable regulations, the property owner(s) acknowledges that the program administrator shall be obligated to report such deficiencies to the applicable regulatory authority.

Lien Against Property

9. The water supply upgrade loan shall be a first lien on the real property and shall be collectable in the same manner as other taxes, subject to an Event of Default. The lien shall be recorded at the Provincial Land Registry office. The Municipality shall be responsible to record and pay any fees associated with the registration.

Repayment

10. the water upgrade supply loan shall become payable on completion of installation of the water supply upgrade in accordance with the water supply upgrade lending agreement;
11. if the property owner exits the program without completing the water supply upgrades, and only if a lending agreement has not been executed, 80% of the administration fee will be refunded. Program exit is based on confirmation by the property owner of their decision to not proceed.
12. the water supply upgrade loan may consist of:
 - a. the cost of water supply upgrades, including all labour costs, permitting fees, and applicable taxes;

- b. interest charges, including any additional interest arising due to any default of payment.
13. payment of the water supply upgrade loan shall occur as follows:
- a. the property owner(s) will make equal monthly or annual payments over a period not exceeding ~~10~~ 20 years to repay the outstanding water supply upgrade loan, including interest payable on the unpaid water supply upgrade loan. Interest will be calculated on the basis of the ~~Municipality's cost to borrow at the time of the effective date~~ according to the Municipality's Interest Policy I-068-00. Payments may be made by whatever payment methods are advertised as acceptable methods to make payments generally to the Municipality. The payment schedule will be made available through the municipality. The property owner will be responsible for any charges incurred for non-sufficient funds;
 - b. interest will begin accruing when the water supply upgrade is completed as evidenced by the date on a NSECC prescribed Drilled Well Report or 30 days after the date of the last invoice submitted for payment, whichever is earlier.

Lump Sum Payments

14. The Property Owner may at any time, and without prepayment penalty or charges, make a lump-sum payment to the Municipality toward the outstanding balance of the Water Supply Loan. The lump sum payment under this program must be no less than ~~10%~~ 5% of the original loan amount. The lump sum payment will first be applied to accrued interest, and the balance remaining to the outstanding principal. The Municipality will recalculate and deliver to the property owner, a revised repayment schedule based on the original terms and conditions.

Late Payments

15. In the event of default of payment under the water supply upgrade lending agreement, the outstanding balance shall be immediately due and payable. Interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default at rates as published in the Municipality's Interest Policy I-068-00. Once in default status, the lien will be subject to the default rate until entirely repaid.

Sale and Release

16. The property owner(s) shall have the unfettered right to sell, transfer, charge and mortgage, encumber or otherwise deal with the property without the prior consent of the Municipality;
17. in the event the property is transferred to a new owner the entire amount becomes immediately payable to the Municipality and the loan shall be repaid in full, including accrued interest, by the original owner

Disclaimer

18. Neither the Municipality, nor their respective affiliates, agents, successors and assigns shall be liable to the property owner(s) for any damages arising in, but not limited to tort, including but not limited to negligence, breach of contract, or under any other provision of law including property damage, direct and incidental losses, economic loss, or personal injury resulting from the installation or use of the water supply upgrade or anything done in accordance with the program.

Property Owner Responsibilities

19. The property owner(s) will be responsible for:
- a. obtaining quotes from contractors for the proposed water supply upgrades and submitting these quotes to the program administrator;
 - b. applying to the relevant government authority for the appropriate permit(s) to complete the water supply upgrades;
 - c. advising the program administrator if there are any hazardous substances at or on the property, or other defects, deficiencies or impediments that might impact the installation of the water supply upgrade;
 - d. forwarding the contractor invoices for the completed water supply upgrades immediately upon their receipt;
 - e. informing his or her property insurance provider that the water supply upgrade is being installed and purchasing appropriate insurance coverage in this regard, if applicable, and
 - f. securing from the contractor and submitting to the Municipality, a NSECC prescribed Drilled Well Report.

Assignment by Municipality

20. This agreement binds the property owner(s) and their successors, heirs and assigns. The Municipality may, at its sole discretion, assign this agreement in whole or part, to a third party without notice, for any purpose.

Consent

21. The property owner(s) consents to the program administrator or its agents accessing the premises with reasonable notice.

No Warranty

22. There is no implied nor express representation or warranty by the Municipality, the program administrator, or their respective affiliates, agents, successors and assigns related to the design, installation or operation of the water supply upgrades, and the municipality, the program administrator and their respective affiliates, agents, successors and assigns expressly disclaim any and all warrants relating to the water supply upgrades, associated equipment or materials as to workmanship, quality, fitness for purpose or performance.

Home Owner(s) Initial _____

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

Authorized Signature of Property Owner(s)

24. By signing below, the property owner(s) agree(s) to the terms and conditions described above, and hereby confirms that he/she/they is/are a registered property owner(s);
25. if the water supply upgrade dollar amount surpasses the approved loan amount, the surplus dollar amount is the sole responsibility of the property owner(s). Contractor invoices will be processed in the

order in which they are received up to the approved loan amount. The property owner is responsible for making contractors aware that any invoice fee that exceeds the approved loan amount will be the responsibility of the property owner.

DRAFT AMENDMENTS

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

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

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

Municipal Staff	
Name (Print):	
Signature:	
Title:	
Date:	
File Approval Number	

Attachment: Loan amortization schedule.

Please mail or email the completed Financing Agreement to:

Municipality of the District of Yarmouth
 932 Highway1
 Hebron, NS, B5A 5Z5
admin@munyarmouth.ca

DRAFT AMENDMENTS



APPENDIX II

**WATER SUPPLY UPGRADE LENDING PROGRAM
REGISTRATION FORM and CHECKLIST**
(Please complete in full. Use additional paper if necessary)

Thank you for your interest in the Water Supply Upgrade Lending Program administered by the Municipality of Yarmouth.

By registering for this program, you are applying for a low-interest loan from the Municipality to help you complete a *water supply upgrade* on your property. This lending program shall also require you to sign a lending agreement which will outline your roles and responsibilities and those of the program administrator (the Municipality).

An administration fee of \$300.00 plus applicable taxes must accompany this form.

(the physical address listed must be the physical address where the Upgrade Project will occur)

Primary Property Owner Information:	AAN:
First Name:	Last Name:
Street Number:	Street Name:
City/Town:	Province:
Postal Code:	Email:
Mailing Address (if different from above):	
Home Phone:	Cell Phone:
Preferred Method of Communication:	
<input type="checkbox"/> Postal Mail	
<input type="checkbox"/> E-Mail	
<input type="checkbox"/> Telephone	
Assignment of Agent:	
Do you wish to assign an agent for this work? <input type="checkbox"/> Yes <input type="checkbox"/> No Agent: _____	
List of Property Owners:	
If there are other owners of this property, please list them all below.	
Property owner #2:	
Property owner #3:	
Property owner #4:	

Consent Statement:

I have read the attached By-Law regarding the Water Supply Upgrade Lending Program and acknowledge and agree to comply with the conditions under which a lending agreement may be entered in if all conditions are met.

Signature: _____ Date: _____

For Office Use Only:

Form Received by: _____

Date Request Received: _____

Loan Amount Request: _____ Project #: _____

Process Checklist:

Finance Office: ~~Accounting Clerk:~~

- 1. Owner information is complete / All property owners have been identified.
- 2. Tax account history is reviewed and attached.
- 3. Proposed contractor is on the NSECC Approved list. Contractor # _____
- 4. Property owner has delivered a quote from a contractor.
- 5. The property qualifies under By-Law # W-1028-26.
- 6. Has met with property owner to explain the loan agreement and terms.

~~5. Administration fee received.~~

C.A.O. Preliminary review and approval:

C.A.O.'s Preliminary review and approval of the registration form and checklist:

Signature: _____ Date: _____
C.A.O.

Finance Office: ~~Director of Finance:~~

- 1. Property owner has delivered an invoice from the contractor.
- 2. The loan amortization schedule has been prepared.
- 3. The Municipal solicitor has vetted the Loan Agreement where necessary.
- 4. The property owner(s) has signed the Loan Agreement
- 5. The property owner has/will deliver the Drilled Well Report on completion of the upgrade.
- 6. "Request for Automated Funds Transfer" form has been attached and completed.
- 7. "Request for Automated Funds Transfer" form has been attached and completed.

~~Tax Clerk:~~

- 1. Has taken steps necessary to have the lien registered with the Provincial Registry.

~~Accounting Clerk:~~

1. Establish customer sub-ledger account for record keeping. Acct # _____

FINAL REVIEW AND APPROVAL (C.A.O.):

The property owner's application has been approved on this _____ day of _____, 20_____, by the program administrator, as signed and witnessed below:

Signature: _____ Date: _____
C.A.O.

Signature: _____ Date: _____
Witness

Post Approval by CAO

Finance Office: Tax Clerk:

1. Taken steps necessary to have the lien registered with the Province Registry.

2. Registration date/number: _____

2. Provide Accounting Clerk with invoice to pay.

3. Record accounts receivable invoice on customer account.

Attachments: Tax Account History
Contractor quote

DRAFT AMENDMENTS

APPENDIX III

MUNICIPALITY OF THE DISTRICT OF YARMOUTH WATER SUPPLY UPGRADE LENDING PROGRAM SCHEDULE OF EQUIPMENT

- Foot valve
- In-well pump
- Pressure tank
- PVC line
- Lateral line (including related excavation) from a Municipal Domestic Water Supply system
- Equipment for the purpose of the supply, use and conservation of potable water, such as cisterns, water from fog systems, greywater collection, and other containers
- Electrical connection to support the functioning of the well
- Water treatment systems for drilled or dug wells

DRAFT AMENDMENTS

Water Resilience Working Group

Interest Policy Review (I-068-00)

Please Note:

Highlighted Yellow Notes are Recommended Amendments



**Interest Policy
I-068-00**

Effective Date:

Part 1 Purpose

1.1 Interest on Property Tax Overpayments

1.1.1 Whereas taxes on a property may be collected or recovered even if the assessment of the property is under appeal as specified under Section 114 of the Municipal Government Act, refunds on overpayment of taxes will be given after an assessment appeal is determined and any appeal from that decision is decided. Any taxes that were overpaid shall be refunded to the appellant, together with interest at a rate of 6% per annum.

Part 2 Interest Charged on Amounts Due to the Municipality

2.1 The Municipality charges simple interest on amounts due to the Municipality. On the third business day of each month, the Municipality will charge interest at a rate of 1.5% (18.0% per annum) or such other rate as determined by Council from time to time, on amounts owing at the last day of the calendar month immediately preceding the interest calculation day. Interest is charged on the outstanding principal balance only.

Part 3 Interest charged on Water Supply Upgrade Loan

3.1 Interest on the Water Supply Upgrade Loan will be calculated as of the effective date of the loan agreement on the basis of the Municipality's cost to borrow at the time of the effective date of the agreement and will be based on the following total household income thresholds (as per the Municipality's current banking agreement) as of the effective date of the loan agreement:

\$0 - \$59,999	Municipality's interest rate received for funds on deposit (as per the Municipality's current banking agreement)
\$60,000 – \$89,999	Prime lending rate, plus 1%
\$90,000 – \$120,000	Prime lending rate, plus 3%

3.2 Interest will begin accruing when the water supply upgrade is completed as evidenced by the date on a Certificate of Completion, or 30 days after the date of the last invoice submitted for payment, whichever is earlier. In the event of default, interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default at a rate of 1.5% per month or (18% per annum). Once in default status, the lien will be subject to the default rate until entirely repaid.

MUNICIPALITY OF THE DISTRICT OF YARMOUTH

	<p>Interest Policy I-068-00</p>	<p>Effective Date:</p>
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Part 4 Interest charged on Property Assessed Clean Energy (PACE) Program Loan

4.1 Interest on the PACE Loan will be calculated on the basis of the Municipality’s cost to borrow at the time of the effective date of the agreement plus 1%. Interest will begin accruing when the PACE improvement is completed as evidenced by certification from the CAO, or 30 days after the date of the last invoice submitted for payment, whichever is earlier. In the event of default, interest shall be accrued on the amount then due and payable at the same rate applied by the Municipality for unpaid taxes and charges in default at a rate of 1.5% per month (or 18% per annum). Once in default status, the lien will be subject to the default rate until entirely repaid.

<p>Chief Administrative Officer’s Annotation for Official Policy Book</p>	
<p>Date of Notice to Council members of Intent to Consider (7 days Min)</p>	
<p>Date of Passage of current Policy</p>	
<p>I certify that this Interest Policy I-068-00 was adopted by Council as indicated above.</p>	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div data-bbox="224 1283 818 1325"> <p>_____ Chief Administrative Officer</p> </div> <div data-bbox="954 1283 1211 1325"> <p>_____ Date</p> </div> </div>	

Date last reviewed by Council:

Date last amended:

Amendment Log

<p>Date</p>	<p>Amendment Description</p>
<p><date></p>	<ul style="list-style-type: none"> Section 3.1 – replaced “on the basis of the Municipality’s cost to borrow at the time of the effective date of the agreement”, with “based on the following total household income thresholds (as per the Municipality’s current banking



**Interest Policy
I-068-00**

Effective Date:

agreement) as of the effective date of the loan agreement:

\$0 - 59,999	Municipality's interest rate earned on deposit
\$60,000 – 89,999	Prime lending rate, plus 1%
\$90,000 – 120,000	Prime lending rate, plus 3%

DRAFT

Water Resilience Working Group

Fees Policy (F-044-02)

Please Note:

Highlighted Yellow Notes are Recommended Amendments

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

Part 1 Purpose

The purpose of this Policy is to establish the fee schedule for all licenses, inspections, permits, applications, approvals or services provided by the Municipality of the District of Yarmouth.

Part 2 Application of Policy

This Policy applies except to the extent of any conflict with applicable provincial legislation, and where the fee amounts in this Policy differ from those set out in a By-Law, Recorded Resolution, Policy or Resolution of the Municipality of the District of Yarmouth in effect on the effective date of this Policy, the fee amounts set out in this Policy shall amend those previously in effect.

Part 3 Interest

Interest will be charged at a rate of 18% per annum on all unpaid balance exceeding 30 days.

Part 4 Lien

Every charge imposed under the provision of this Policy constitutes a lien upon the real property as is provided Section 81(3) of the Municipal Government Act. Charges are collected in the same manner as taxes on real property are collected.

Part 5 Fees

The fees to be paid to the Municipality of the District of Yarmouth for each of the following licenses, inspections, permits, applications, approvals, animal impoundments, or services are set in, or amended to, the respective amounts shown in the following tables:

Description of License, Inspection, Permit, Application, Approval, or Service	Fee
<u>Building Permits</u>	
New Residential Construction (excluding unfinished basements) Community Centre, Churches	\$25.00 plus \$.10 per sq. ft.
Material Alteration or Repair	\$25.00 plus \$1.00 per \$1000.00 of estimated value of construction
Sheds, Shell Warehouses, Garages, Barns, Farm Buildings	\$25.00 plus \$.05 per sq. ft.

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

Other non-residential uses	\$25.00 plus \$.14 per sq. ft.
Building Permit Renewal	\$20.00
Demolition Permit	\$20.00 fee and a \$500 deposit for individuals demolishing a building themselves or a \$2000.00 deposit if the demolition is done by a contractor. This deposit is refundable after inspection of demolition site and proper disposal of waste material is confirmed.
Occupancy Permit Confirmation	No Fee
<u>Civic Number Signs</u>	Initial Civic Number Sign per PID # - free; replacement cost \$20.00. Civic Number Sign Posts – purchased with a Civic Sign \$25.00; purchased separately or as a replacement post \$57.00.
<u>Copying</u> of Municipal Documents	\$.10 per single-sided page for copies of documents 8.5" x 14" or smaller, \$0.25 for 11" x 17" \$10.00 per copy of field card for owner or owner's agent \$5.00 per page for blueprint size copies (standard size 24" x 36") \$1.00/ft surcharge for documents longer than 24" documents) \$32.00 per hour for development of custom electronic map (plus \$10.00 for printing material)
<u>Development Office fees</u>	
Application Fee for a <u>Development Agreement</u> or amendment to a Development Agreement, pursuant to the Municipality of the District of Yarmouth's Land Use By-Law and the <i>Municipal Government Act</i>	\$500.00 payment as an administrative fee and for sending notices to neighboring property owners by post, and notifying affected landowners (if required by Land Use By-law)

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

Application Fee for <u>Development Permit</u> , pursuant to the Municipality of the District of Yarmouth's Land Use By-Law and the <i>Municipal Government Act</i>	\$20.00 per application; \$20.00 for renewal
Legal costs for preparing development agreement forms	\$75.00
Application Fee for a <u>Land Use By-Law or Municipal Planning Strategy Amendment</u> , pursuant to the <i>Municipal Government Act</i>	\$500.00 payment to accompany an application as an administrative fee and for sending notices to neighboring property owners by post.
Application Fee for <u>Subdivision Approval</u> , including additions, consolidations, repeals, concept plans, tentative and preliminary plans (there will be no additional fee if the concept plan, tentative plan or preliminary plan proceeds to a final plans) pursuant to the Municipality of the District of Yarmouth's Subdivision By-Law and the <i>Municipal Government Act</i>	\$175.00 per application, plus cost of registration of the plans, deed(s) [and/or instrument(s) of subdivision] payable in advance. For subdivision applications which will result in the creation of a private or public road, an additional \$2500.00 payment is required to accompany the application in advance, as a deposit on the costs of the required review of the subdivision and road design by the Municipality's Professional Engineer.
Application Fee for <u>Variance</u> , pursuant to the Municipality of the District of Yarmouth's Land Use By-Law and the <i>Municipal Government Act</i>	\$50.00 per application
<u>Zoning Confirmation Letters</u> pursuant to section 79 of the <i>Municipal Government Act</i>	\$20.00 per letter
<u>Site Plan Approval</u>	\$50.00
<u>Change of Use permit</u>	\$30.00
	* NOTE – fees are waived for Municipally registered heritage Properties, non-profit organizations registered under the Societies Act, and Municipally owned properties
<u>Dogs</u>	

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

<u>Dog Impoundments</u> , pursuant to the Municipality of the District of Yarmouth's Dog By-Law	\$35.00 per dog for each occasion of impoundment, plus \$25.00 per dog per day of impoundment for the first offense, second offense shall be \$35.00 per dog per day per impoundment and subsequent offenses \$50.00 per dog per day of impoundment.
<u>Dog Registration</u>	\$15.00 per dog
Replacement <u>Dog Tag</u>	\$2.00 per tag
<u>Annual Dog Kennel Fee</u>	\$100.00
<u>Elections Deposit</u>	\$200.00
<u>Municipal Heritage Property Applications</u>	
Notice of Recommendation to Registry of Deeds	\$100.00
Notice of Registration to Registry of Deeds	\$100.00
Notice of Deregistration to Registry of Deeds	\$100.00
<u>Meeting Rooms</u>	
Council Chambers	\$75.00 per 7-hour day
Boardroom	\$50.00 for ½ day
Councillors' Lounge	\$10.00/hour under 7 hours during office hours (8:00am to 5:00pm)
	Clean up fee \$50.00 refundable if cleaned as found.
	Fee will be waived for not-for-profit groups during office hours, and after hours provided staff member or Councillor is present.
<u>Non-Sufficient Funds</u> cheques and automatic withdrawals fee	\$25.00 per transaction returned by financial institution to MODY
<u>Yarmouth Recreation</u>	For meeting room fees (Hebron Rotary Centre and Lake Milo Aquatic Club Boat House), program fees, and sports field booking fees, please go to https://yarmouthrecreation.ca/

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

<p><u>Sewer</u></p> <p>One-time Capital Connection Fee (all associated costs of connection are the responsibility of the property owner)</p> <p><u>Sewer Lateral Capital Re-Connection Fee</u></p> <p><u>Sewer Maintenance Fee</u></p> <p><u>Sewer Non-Compliance</u></p>	<p>\$1250.00 per unit as per schedule in Sewer By-Law S-084-22 & South Ohio Wastewater Management By-Law S-088-97</p> <p>\$100.00 per re-connection</p> <p>Unit price set annually by Council as per schedule in Sewer By-Law S-084-22 & South Ohio Wastewater Management By-Law S-088-97</p> <p>Any person or corporation who contravenes any section of this By-Law is liable on conviction to a penalty of not less than \$1000.00 and not more than \$10,000.00.</p>
<p>Application fee for a <u>Street Disturbance Permit</u>, pursuant to the Municipality of the District of Yarmouth Street and Sidewalks Policies and Procedures</p>	<p>A non-refundable fee of \$50.00 per month (renewable) when the Permit is required solely because of an obstruction of one month or less to the pedestrian or vehicular traffic in a street, without breaking or damaging the surface or subsurface of a street or to Municipal infrastructure or property in, on or under a street;</p> <p>a non-refundable fee in the amount of \$100.00 in all other cases;</p> <p>where an excavation or other construction activity is involved that may, in the opinion of the Engineer, cause damage to a street, a refundable security deposit in the amount of \$2000.00 will be required in the form of cash or a certified cheque.</p>
<p><u>Tax Certificates</u>, pursuant to the <i>Municipal Government Act</i></p>	<p>\$40.00 per Certificate</p>
<p>Permit for the <u>Vending</u>, pursuant to the Municipality of the District of Yarmouth Vending By-Law V-1048-25</p>	<p>\$20.00 for residents - \$50.00 for non-residents per permit (per year)</p>
<p><u>Waste Hauler Permit</u></p>	<p>\$50.00</p>

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

Water Supply Upgrade Lending Program	\$300.00 (plus applicable taxes) One time administration fee. Refundable at a rate of 80%, if the lending agreement does not get executed. Administration fee will have no effect on, and will not form part of, the final Water Supply Upgrade loan amount.
Tax Inquiries (for lawyers/solicitors and real estate agents only)	\$10.00 (plus HST)

Chief Administrative Officer's Annotation for Official Policy Book	
Date of Notice to Council members of Intent to Consider (7 days Min)	
Date of Passage of current Policy	
I certify that this Fees Policy F-044-02 was adopted by Council as indicated above.	
_____	_____
Chief Administrative Officer	Date

Date last reviewed by Council: February 25, 2026
Date last amended: February 25, 2026

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

Amendment Log

Date	Amendment Description
March 23, 2022	Changed Capital Recovery Fee to One-time Capital Connection Free and added Sewer Connection Application Fee \$250.00
June 28, 2023	<ul style="list-style-type: none"> • Updated pricing Copying of Municipal Documents • Added Legal Costs for preparing development agreement forms of \$75.00 • Updated the Application Fee for Variance to \$50.00 • Changed the price of Dog Registrations to a one-time cost of \$15.00 per dog • Increased price of Replacement Dog Tags to \$2.00 per tag • Added Annual Dog Kennel Fee of \$100.00 • Added Elections Deposit of \$200.00 • Added an hourly fee of \$15 if staff is required for a Meeting Room rental • Added link to website for Yarmouth Recreation fees • Changed the One-time Capital Connection Fee to \$1250.00 per unit and removed the Sewer Connection Application fee • Increased the Application fee Street Disturbance Permit to \$50.00 per month (renewable) • Added Waste Hauler Permit for \$50.00 • Increased the Water Supply Upgrade Lending Program to \$300.00 • Added Web Inquiries (for lawyer/solicitor offices only) for \$5.00
December 14, 2023	<ul style="list-style-type: none"> • Meeting Rooms – removed “If staff member is required, a fee of \$15 per hour will be charged. MODY reserves the right to waive these fees.”
April 11, 2024	<ul style="list-style-type: none"> • Part 5 – added Municipal Heritage Property Applications Fees
May 29, 2024	<ul style="list-style-type: none"> • Part 5 – added fee for Site Plan Approval of \$50.00
March 5, 2025	<p>Part 5:</p> <ul style="list-style-type: none"> • increased Civic Number Signs replacement fee from \$16.50 to \$20.00 • increased Civic Number Sign Post cost from \$23.00 to \$25.00 • increased Civic Number Post replacement cost from \$46.00 to \$57.00 • added Private Road Sign fee of \$74.75 • increased Subdivision Approval Application fee from \$2000.00 to \$2500.00 • increased Street Disturbance Permit security deposit from \$1000.00 to \$2000.00 • added (plus HST) to Web Inquiries

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Fees Policy
F-044-02**

Effective Date:
February 25, 2026

<p>February 25, 2026</p>	<p>Development Office Fees</p> <ul style="list-style-type: none"> • changed "\$1000.00 to \$500.00 payment as an administrative fee and for, and" removed "posting a sign" • added "or Municipal Planning Strategy Amendment, and removed "the Municipality of the District of Yarmouth's Land Use By-Law and • Changed \$800.00 to \$500.000, replaced "in advance as a deposit on such costs as advertising" with "as an administrative fee." • removed Private Road Signs and \$74.75 • added "Change of Use permit" and the cost of \$30.00 • added "NOTE - fees are waived for Municipally registered Heritage Properties, non-profit organizations registered under the Societies Act, and Municipally owned properties <p>Yarmouth Recreation</p> <ul style="list-style-type: none"> • added "and sports field booking fees" • Changed "Web Inquiries" to "Tax Inquiries", added "and real estate agents", changed the fee from "\$5.00" to "\$10.00".
<p><date></p>	<p>Water Supply Upgrade Lending Program – remove \$300 administrative fee</p>

DRAFT AMENDMENT

Water Resilience Working Group

Drought Preparedness Policy (D-488-26)

Please Note:

This is a new policy





Drought Preparedness Policy D-488-26

Effective Date:

Part 1 Purpose

- 1.1 The purpose of this policy is to:
- 1.1.1 Foster resident self-reliance and preparedness;
 - 1.1.2 provide for an annual education campaign; and
 - 1.1.3 define Council's response to a drought declared by the Government of Canada or the Province of Nova Scotia.

Part 2 Definitions

- 2.1 **“Council”** means the Municipal Council for the Municipality of the District of Yarmouth
- 2.2 **“Drought”** means a shortage of precipitation over an extended period, usually a season or more, resulting in insufficient water availability that adversely impacts vegetation, animals and people
- 2.3 **“Municipality”** means the Municipality of the District of Yarmouth
- 2.4 **“Preparedness”** means the proactive process of planning, training, and building resources to safely manage, respond to, and minimize the impact of a disruptive situation. It involves identifying risks, creating communication plans, and ensuring self-sufficiency for at least 72 hours
- 2.5 **“Self-reliance”** means relying on one's own powers and resources rather than those of others

Part 3 Participation in Provincial Programs

- 3.1 Council will recognize provincial drought declarations and align municipal actions with provincial recommendations and regulations.

Part 4 Communication

- 4.1 The Municipality will communicate drought conditions and recommended conservation measures to residents through municipal communication channels, which may include the website, social media, media releases, and other appropriate methods. The material and resources shared by the Municipality shall come from trusted, vetted sources like the Government of Canada and/or Government of Nova Scotia.



**Drought Preparedness Policy
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Effective Date:

Part 5 Coordination with Other Agencies

- 5.1 The Municipality may work with provincial departments, neighbouring municipalities, and local partners to monitor conditions and coordinate responses where necessary.

Part 6 Annual Public Education Campaign

- 6.1 The Municipality will support an annual public awareness campaign aimed at educating residents about:
 - 6.1.1 Responsible water use;
 - 6.1.2 The potential impacts of drought;
 - 6.1.3 Practical water conservation practices;
 - 6.1.4 Preparing households for potential water shortages;
 - 6.1.5 Tactics for improving long-term on-site water security for residents.
- 6.2 Educational materials may be shared through municipal communications, community outreach, partnerships with local organizations, and other channels.

Part 7 Resident Self-Reliance and Preparedness

- 7.1 The Municipality will encourage residents to take steps to prepare for drought conditions. This may include:
 - 7.1.1 Monitoring household water use;
 - 7.1.2 Maintaining private wells and water systems;
 - 7.1.3 Storing water for essential needs where appropriate;
 - 7.1.4 Implementing water conservation practices;
 - 7.1.5 Knowing your well water level;
 - 7.1.6 Taking steps for improving long-term on-site water security.
- 7.2 The Municipality may provide guidance and information to help residents improve their preparedness and resilience during drought conditions.

MUNICIPALITY OF THE DISTRICT OF YARMOUTH



**Drought Preparedness Policy
D-488-26**

Effective Date:

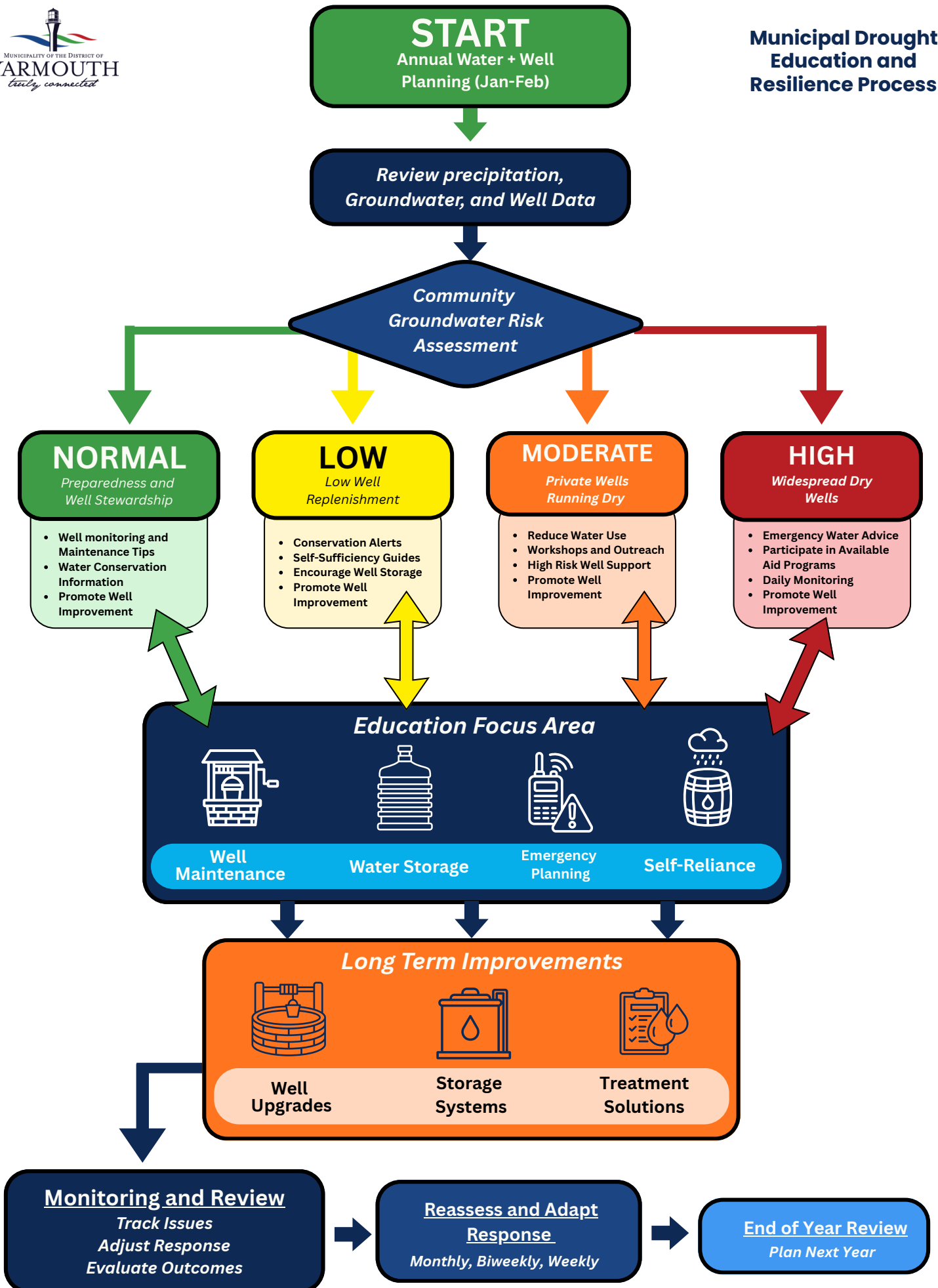
Chief Administrative Officer's Annotation for Official Policy Book	
Date of Notice to Council members of Intent to Consider (7 days Min)	
Date of Passage of current Policy	
I certify that this Drought Preparedness Policy D-488-26 was adopted by Council as indicated above.	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">Chief Administrative Officer</div> <div style="width: 45%; border-top: 1px solid black; padding-top: 5px;">Date</div> </div>	

Date last reviewed by Council:

Date last amended:

Amendment Log

Date	Amendment Description



Recommendations



1. That Council adopt amendments to the Domestic Water Improvement Loan By-law
2. That Council adopt amendments to the Interest Policy
3. That Council adopt amendments to the Fees Policy
4. That Council adopt the Drought Preparedness Policy
5. That Council direct the CAO to ensure the communications tools and resources required to action Part 6 of the Drought Preparedness Policy are in place.
6. That Council consider investigating the value of and procedure necessary to sign Memorandums of Understanding with service providers who may form part of a municipal drought response plan.
7. That Council follow up on the January 2, 2026 letter to Ministers Halman and MacDonald regarding the Province's interdepartmental working group on drought response.

Water Resilience Working Group

Appendices

- ***Emergency Management Act***

Link to PDF:

<https://www.novascotia.ca/sites/default/files/documents/1-3196/strategic-emergency-management-plan-en.pdf>

- ***Consumer Protection Act***

Link to PDF:

<https://novascotia.ca/just/regulations/regs/cpregs.htm>

- ***Letter to Ministers Halman and MacDonald***

See Pages 56-57



January 2, 2025

Honourable John A. MacDonald
Department of Municipal Affairs
8th Floor North, Maritime Centre
1505 Barrington Street
P.O. Box 216
Halifax, NS B3J 2K5
(via email dmamin@novascotia.ca)

Honourable Timothy Halman
Department of Environment and Climate Change
Barrington Tower
1894 Barrington Street, Suite 1800
P.O. Box 442
Halifax, NS B3J 2P8
(via email Minister.Environment@novascotia.ca)

RE: Water Security and Municipal Representation

Dear Ministers MacDonald and Halman:

Council of the Municipality of the District of Yarmouth (MODY) has been actively discussing the issue of drought-related water security and its impact on the Municipality. During a recent meeting held on December 11, 2025, Council passed two formal motions with specific calls to action.

In a recent CBC article, the Minister of Environment and Climate changes indicated that a multi-department working group was forming to address the drought related domestic water issues Nova Scotians face. Recently the Municipality has learned that the work will be led by the Department of Municipal Affairs and Housing.

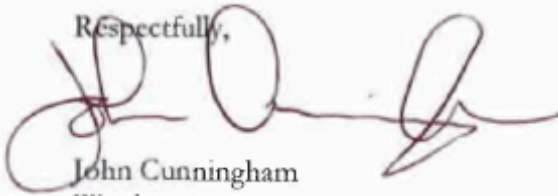
With nearly 92% of the Municipality's population serviced by on-site wells, many households and businesses are facing drought related to acute water-related stressors. MODY can offer a real-world insight into the on-the-ground challenges of managing water security and drought in a large rural district. This collaboration will help ensure that future provincial programs are effective, feasible, and scalable for other rural areas across Nova Scotia. In addition, Council encourages the working group to include membership representing the Nova Scotia Federation of Municipalities and the Association of Municipal Administrators.

As the provincial departments embark on this ambitious work, Council wants to urge the group to move quickly, as this government has proven it can do, ensuring some measure of preparedness and response

is in order to support Nova Scotians.

The Municipality looks forward to your response regarding these requests to address these essential matters for our residents.

Respectfully,

A handwritten signature in dark ink, appearing to read 'John Cunningham', with a stylized flourish at the end.

John Cunningham

Warden

JC/jp

cc: Victoria Brooks, CAO