

RURAL MUNICIPALITY OF VICTORIA
REGULAR COUNCIL MEETING MINUTES
MONDAY, OCTOBER 17, 2022
6:30 P.M. – OLD SCHOOL

Present: Acting Mayor Pat Smith
Councillors Marly Anderson, Eric Gilbert, Richard LaGrange
CAO Keith Dewar
FAA Marsha Empson

Absent: Councillors Jean McCardle, Susan Oxley

Meeting called to order by Acting Mayor Pat Smith at 6:30 p.m.

Approval of Agenda

Motion moved to accept the agenda.

Motion moved by councillor Richard LaGrange, seconded by councillor Marly Anderson

Motion carried unanimously (3 votes for, 0 against).

Declaration of Conflict of Interest

None

Approval of Minutes (August 8, 2022)

Motion moved to approve the minutes of August 10, 2022 special council meeting.

Motion moved by councillor Richard LaGrange, councillor Eric Gilbert seconded the motion.

Motion carried unanimously (3 votes for, 0 against).

Motion moved to approve the minutes of September 12, 2022 regular council meeting.

Motion moved by councillor Eric Gilbert, councillor Richard LaGrange seconded the motion.

Motion carried (2 votes for, 1 abstain).

Public Presentation

- None

Business Arising from Minutes

- Motions and Action Items list – No questions, comments made that the list was helpful.
- MSS Update – Council met for facilitated session with MRSB. Minutes and recommendations provided and considered correct. Current council would like to defer decision making to next council.

Motion to defer further discussion and action of Municipal Sustainability Study until next council is in office.

Motion moved by councillor Eric Gilbert, councillor Marly Anderson seconded the motion.

Motion carried unanimously (3 votes for, 0 against).

Resolution #2022-49

- Emergency Measures Operations Plan and Fire Services Bylaw – deferred.
- Replacement of CAO – Mayor Pat Smith confirmed that conversation was had with Crapaud Trustee Roy Main regarding potential to work together. Further action on hold as current Crapaud CAO is on leave. Discussion also had with Municipal Affairs, confirming that current Finance and Administrative Assistant for RMV could theoretically be assigned as temporary CAO, with limited decision making responsibilities. MA would be willing to facilitate a meeting between municipalities to discuss possible amalgamation ideas. Current CAO Keith Dewar confirmed term end as November 30, 2022.

- Follow up on potential project regarding the Dunrovin Estates green space with the Rotart Club of Charlottetown, led by Martin Ruben – the question of whether the project could be expanded beyond the Dunrovin green space was asked. It was also mentioned that a committee should be formed that includes residents. Councillors Eric Gilbert and Marly Anderson both committed to assisting with the project.
 - **Action item** – Councillor Eric Gilbert to follow up with Martin Ruben.
- Allocation of the MASP funding of up to \$15,000 – Confirmed that the application for this funding was complete, waiting for approval. If approved the funds could be used for insurance and audit payments, thus freeing up budgeted funds for the legal review of the Official Plan and Bylaws. Councillor Eric Gilbert noted that administrative services are required by the fire department.
 - **Action item** – Council asked to bring ideas to the November council meeting.
- Legal review of draft Official Plan and Development Bylaw – CAO obtained quotes for legal review of plan and bylaw, various levels of review available. CAO confirmed with development officer that a cursory review of anything substantive within the documents would be acceptable to him and would allow him to remain as DO for RMV. The cost for this work will be in the \$5000-\$6000 range. Once approved for MASP, budgeted funds would be freed up to cover this cost.

Motion to reallocate funds from current budget, as freed up by MASP if approved, to legal review of Official Plan and Bylaw.

Motion moved by councillor Richard LaGrange, councillor Marly Anderson seconded the motion.

Motion carried unanimously (3 votes for, 0 against).

Resolution #2022-50

Alternate process for considering addressing the conflicting permitted land use for lots 4A and 4B – CAO explained that the suggested alternative of separating the zoning issues from the approval of the Official Plan and Bylaw would only be required if the current process of including the proposed changes in the review of the Official Plan and Development bylaw was determined to take too long. If this was the case, then Council could ask Planning Board to consider this matter on its own and bring a recommendation back to Council as soon as possible.

Acting Mayor's Report

Provided by Acting Mayor Pat Smith. Full report is attached and forms part of these minutes.

Fire Department Report

To be discussed with Introduction to New Business.

Committee Reports

Water & Sewer Report

- No report. Discussed testing that occurred after Fiona. Review of processes and system requirements to be completed at next water and sewer committee meeting. Going forward Richard VanBuskirk should be included on any system notifications or issues. Councillor Eric Gilbert requested that alarms also be directed to the Fire Department.
- Water test results reviewed – no issues with results.

Planning Board Report

- Nothing to report

CAO Report

- Development Report – Planning Decisions Calendar 2022 is attached and forms part of these minutes.

- Financial Update – Income statement to September 30, 2022 is attached and forms part of these minutes. CAO spoke of 40% adjustment that is done yearly to capture water and sewer portion of finances, potential to do this monthly to better show true picture. As well, maintenance costs will be summarized. Balance sheet to be included in monthly financial reports going forward. Water & sewer committee also to get financials.
- Activities report – no report included due to CAO being away much of the month.

Introduction of New Business

- Fiona debrief – provided by councillor Eric Gilbert. Went over timeline of events and spoke to specific issues experienced. It was made clear that the village has many vulnerabilities that will require time and money to rectify. Mayor Pat Smith thanked councillor Gilbert for being the main point of contact for emergencies and for the huge efforts he put in during the storm to assist residents who needed it. There is still clean up required, the CAO spoke about the provincial funding program being offered at \$15/hr for 40 hours/week over 4 weeks that could assist with this.
 - **Action item** – email residents to request assistance with remaining clean up.

In/Out Correspondence

- None

Public Input

- A resident expressed thanks for the crews coming into the village to assist with clean up.
- A resident commented that the fire department did a great job during the hurricane. A recommendation was made to have contact representatives for each area of the village, to allow for updates and information to be communicated more easily to all residents during emergencies.
- A resident questioned the need for a legal review of the Official Plan and Development Bylaw, given that it was prepared by professionals, and is based off the current plan and bylaw document. It was explained that a legal review wasn't a part of the scope of work when creating the document, however, a legal review is a standard requirement for such a document. This led to timeline questions, to which it was noted that it would take a month for the legal review, and then the document would be put back to PB to vote on and then to council, likely in December.

No further public input.

No other business discussed.

Motion to adjourn. Motion moved by councillor Richard LaGrange.

Meeting adjourned at 8:12pm.

Submitted by CAO Keith Dewar

Approved by Acting Mayor Pat Smith

Motion #	Description	Moved, Seconded	For/Against	Carried	Date of Meeting
2202-31	Motion moved that the Rural Municipality of Victoria appoint Derek French as the development officer for the municipality on a one year contract and subject to extension of contract as agreed upon by both parties.	Pat Smith, Susan Oxley	6/0	Y	13-Jun-22
2202-32	Motion moved to extend the number of hours to pay CAO Hilary Price through June, extending it by a further 70 hours to allow for training the new Finance and Administrative Assistant.	Jean McCardle, Pat Smith	6/0	Y	13-Jun-22
2022-33	Motion moved that council approves the audited Consolidated Financial Statements for 2021/22.	Richard LaGrange, Jean McCardle	6/0	Y	13-Jun-22
2022-34	Motion moved that Keith Dewar be appointed interim Chief Administrative Officer for the Rural Municipality of Victoria, to be effective June 20, 2022.	Eric Gilbert, Richard LaGrange	6/0	Y	13-Jun-22
2022-35	Motion moved that Keith Dewar replaces Hilary Price as CAO re signing authority for all Scotiabank bank accounts for the Rural Municipality of Victoria, to be effective June 20, 2022.	Richard LaGrange, Jean McCardle	6/0	Y	13-Jun-22
2022-36	Motion moved that council approve the employment contract for Keith Dewar for the term beginning Monday, June 20, 2022 and ending Wednesday, November 30, 2022.	Eric Gilbert, Susan Oxley	6/0	Y	13-Jun-22
2022-37	Motion moved that councillor Marly Anderson be added to signing authority for general bank account.	Jean McCardle, Susan Oxley	5/0	Y	11-Jul-22
2022-38	Motion moved to remove Community Hall Energy Retrofit and Visitor Parking Lot from CCBF projects.	Eric Gilbert, Susan Oxley	4/0	Y	08-Aug-22
2022-39	Motion moved to have a first reading of the new Election Bylaw.	Richard LaGrange, Marly Anderson	4/0	Y	08-Aug-22
2022-40	Motion moved to accept the new Election Bylaw as amended and move to 2nd reading.	Marly Anderson, Eric Gilbert	4/0	Y	08-Aug-22
2022-41	Motion moved to find councillor Marly Anderson not in conflict of interest in regards to Planning Board decisions surrounding potential rezoning.	Richard LaGrange, Susan Oxley	3/0	Y	08-Aug-22
2022-42	Motion moved to allow Development Officer Derek French to complete federal building surveys on behalf of the municipality	Susan Oxley, Marly Anderson	4/0	Y	08-Aug-22
2022-43	Motion moved to have a second reading of Election Bylaw #2022-01.	Eric Gilbert, Jean McCardle	4/0	Y	10-Aug-22
2022-44	Motion moved to approve Election Bylaw #2022-01.	Eric Gilbert, Susan Oxley	4/0	Y	10-Aug-22
2022-45	Motion moved to adopt Election Bylaw #2022-01.	Eric Gilbert, Jean McCardle	4/0	Y	10-Aug-22
2022-46	Motion moved that RMV agrees to associate with the Rotary Club of Charlottetown to upgrade the Dunrovin Shores green space.	Jean McCardle, Susan Oxley	4/0	Y	12-Sep-22
2022-47	Motion moved to delay next regular council meeting to October 17, 2022.	Eric Gilbert, Richard LaGrange	3/1	Y	12-Sep-22
2022-48	Motion moved to proclaim that RMV recognizes September 2022 as FASD Awareness Month.	Eric Gilbert, Jean McCardle	4/0	Y	12-Sep-22
2022-49	Motion to defer further discussion and action of Municipal Sustainability Study until next council is in office.	Eric Gilbert, Marly Anderson	3/0	Y	17-Oct-22
2022-50	Motion to reallocate funds from current budget, as freed up by MASP if approved, to legal review of Official Plan and Bylaw.	Richard LaGrange, Marly Anderson	3/0	Y	17-Oct-22

Item	Date Action Created	Complete	Date Action Completed	Notes
W & S - to confirm billing amounts are sufficient.	March 1, 2022			
W & S -conduct a study of the ongoing maintenance and capital replacement requirements costs to ensure that the revenue is sufficient to cover these costs over time	March 1, 2022			
Action item – send quote with total for damages to driver responsible for wharf damage, with options for payment.	June 13, 2022			Start with getting a quote from a carpenter - Hilary to look at Coles reports to see if costs/builder is noted. June 30 - spoke to Gaudette's Transit Mix, they can provide quote, must email request. Sent July 4. July 15 - Gaudette's says they are working on quote. August 10 - sent email requesting update. Aug 22 - left a message for admin Connie to provide an update. Aug 24 - Connie requested a call back, no answer, not able to leave a message. Aug 25 - Connie provided update, they are still waiting on a 3rd party company for information before being able to complete quote. Sept. 7 - Quote received. CAO to provide cover letter to send to driver.
Request 4 angle parking signs for along causeway.	June 22, 2022			June 25 - left a message at transportation department. June 27 - left a message at transportation department. July 5 - Keisha at transp. Said she'd forward my request to correct person. July 13 - reception at transp. Depart. Said to call Allen Aitken, 902-368-5006. July 14 - Minister Fox said to call Trevor Paynter 888-8274. July 28 - Email sent to Trevor Paynter, he will look into. Aug 8 - Coucillor Eric Gilbert obtained quote to have signs created for village. Aug 9 - Sent email to Trevor Paynter requesting update on whether province can supply. Aug 22 - asked for input on purchasing signs instead of waiting for province to respond. Approved to order new ones. Eric Gilbert agreed to manage ordering and hanging of signs.
Action item - FD payments not matching with what was reported, check with province if fire department numbers can be retrodated, with retro pay. Resulting action item - Compare property tax numbers to properties being reported on fire dues reports for 2021 and 2022. Monies being paid to municipality are smaller than dues report, gov't. rep says it's because property numbers must not be correct on fire dues report, check tax rolls.	June 22, 2022			June 22 - left a message with Sally Ferguson requesting verification of submission, and explanation of payments received thus far. July 5 - left a second message for Sally Ferguson. July 15 - Sally left a message that she'd call back the following week, however, I was on vacation that week. No voice mail was left by Sally during that time. Aug 10 - left voice mail #4 for Sally. No alternative number or email listed not sure who else to contact. Aug 22 - As per Sally Ferguson, monies being sent are based on rates provided and # of properties as per tax rolls. Review of properties being reported is needed, as it doesn't match up with the number of properties in provincial records. New action item created. Aug 24 - tax roll categories match with what was reported to province. Left a message with Sally Ferguson stating there is still an issue, requested assistance in rectifying monies being received. August 31 - sent email to Sally Ferguson as follow up to voice mail, cc'd CAO and Mayor. Oct 14 - left a voice mail with Sally Ferguson and sent an email that included tax rolls and rate certifications. Requested a review of calculations and contact information for someone who will help fix issue. Oct 25 - contacted Suzanne Pater (Program and System Coordinator), she was to review problem with \$\$ amounts and follow up.
Request "Park Closed - Use At Own Risk" signage for Victoria park, and also something similar for seawall	July 11, 2022			July 13 - requested info from transportation department, told to call Allen Aitken 902-368-5006. July 28 - email sent to Trevor Paynter, he will look into. Aug 8 - Coucillor Eric Gilbert obtained quote to have signs created for village. Aug 9 - Sent email to Trevor Paynter requesting update on whether province can supply. Aug 22 - asked for input on purchasing signs instead of waiting for province to respond. Approved to order new ones. Eric Gilbert agreed to manage ordering and hanging of signs.
Draft ad for CAO position and place in newspapers asap.	August 8, 2022			Keith - discussion had at September 12 council meeting, ad to be placed.
Council to provide list of improvement ideas for Dunrovin Shores at Oct 17 council meeting	September 12, 2022			
Councillor Eric Gilbert to follow up with Martin Ruben re: potential green space funding and possibility of expanding outside Dunrovin green space	October 17, 2022			
Council asked to bring ideas for allocation of potential MASP funds to the November council meeting	October 17, 2022			
W&S - Review W&S Operator contract and discuss with Preston Silliker	October 27, 2022			Keith
W&S - Provide a copy of operator bill for review	October 27, 2022			
W&S - Consider if water meter asset value should be written off, along with other assets not being used.	October 27, 2022			
Email residents to request assistance with remaining Fiona clean up	October 17, 2022	Y		Clean up completed on October 21, 2022
email residents to request assistance with remaining Fiona clean up	October 17, 2022	Y	October 20, 2022	Keith
Send financial statements to minister	July 11, 2022	Y	October 11, 2022	July 14 - Requested info from Hilary, or as per Keith, ask Danny Jenkins who to send to. July 15 - emailed Susan Bulman to request info/confirmation on what to send. Aug 10 - email sent to CAO and bookkeeper requesting assistance with what to send. Aug 11 - as per Keith, no rush, MFIR form not completed by province. Sept. 7 - form received.
Draft letter to residents reminding of upcoming election.	August 8, 2022	Y	October 12, 2022	Sent by Mayor Pat Smith
Mayor Pat Smith to contact Municipal Affairs to clarify questions and concerns of council regarding requirements to have a CAO and impact to municipality if one can not be secured. She will also inquire about the conversation had with the CAO regarding other communities who are experiencing the same issues. And also to inquire about MASP.	September 12, 2022	Y	September 16, 2022	Mayor spoke with Danny Jenkins & discussed province's potential ability to arrange a meeting of communities with similar difficulties. Mr. Jenkins indicated also that a for cost program was in the works for this fall, offering communal financial administration services.
Obtain quote to have a legal review of 2022 Draft Zoning and Subdivision (Development) Bylaw	September 12, 2022	Y	September 14, 2022	Quote received and council updated.
Acting Mayor Pat Smith to follow up on process to obtain funds from Municipal Administrative Support Program.	September 12, 2022	Y	September 23, 2022	Application submitted over the phone.
Provide mayor's letter and agenda to council for upcoming facilitation session, hosted by MRSB.	September 12, 2022	Y	September 13, 2022	Complete

Action item – CAO to provide draft of MSS to councillors by Jun 14/22.	June 13, 2022	Y	June 14, 2022	Complete
Action item – Notify residents of Jun 22 meeting to review MSS draft.	June 13, 2022	Y	June 14, 2022	Complete
Action item – send a letter to Women's Institute directing them back to the province for direction and assistance.	June 13, 2022	Y	June 24, 2022	Approved by Keith Dewar and Eric Gilbert, Mailed via Canada post
Action item – send a letter to property owner making them aware of complaint.	June 13, 2022	Y	June 21, 2022	Approved by Keith Dewar, Mailed via Canada post
Action item – council recommends that the Water & Sewer Commission review that properties are being billed properly, based on residential/business status.	June 13, 2022	Y*	June 22, 2022	Working in minutes updated to move action to W&S Commission, however, *reviewed billing with Hilary, partial review occurs when property taxes come in (list comparison). Action item - discuss with province the Halibut PEI account - they don't fit in any one category, how to bill?
Action item - prepare for Planning board public meeting (June 27/22) & send out appropriate letters.	June 13, 2022	Y	June 21, 2022	Hilary sent letters. **Meeting rescheduled for July 6/22, ads placed in Guardian
Action item – make businesses aware that municipality will provide bathroom funding (provided by EDA grant), until August 26, 2022. Funding required @ 40hrs/week, @ \$15.50/hr, to keep washrooms open past noted date. Does business assoc. want to contribute?	June 13, 2022	Y	June 22, 2022	June 22 - Spoke to Michael Stanley, he confirmed they will likely want to pay to keep the washrooms opened and serviced. He will be in touch with the end date they would like to extend to (wants to be open for Savour Victoria).
Action item – contact Bell to find out if improvements to old phone booth are allowed.	June 13, 2022	Y	July 5, 2022	July 5 - Bell stated they would come remove the booth. Update sent to Trainor's. They responded that they want to do something with the booth, not remove it. Suggested they get permission from Bell directly as Bell owns the booth. June 22 - Called General Inquiries: 1 888 214-7896, directed to 1-888-248-2260, hung up after 30 minutes on hold
Action item - follow up with Allen Marshall on Lighthouse ramp repairs	June 13, 2022	Y	June 27, 2022	Ramp repairs complete and invoiced
Action item – ask Susan Bulman about discrepancy in fire dues entry amount. Resulting action item - check with province if numbers can be retrodated, with retro pay.	June 13, 2022	Y	June 22, 2022	It appears that updated amounts for dues were not submitted to province (?), resulting action item created to check for retro pay.
Action item – Mayor Keith Dewar requested that CAO send a copy of this year's AER report to council members	June 13, 2022	Y		Completed by Hilary
Send letter to community regarding racoons and dogs off leash	July 11, 2022	Y	August 4, 2022	Keith
send letter to Brenda Boudrea acknowledging receipt of letter re racoons	July 11, 2022	Y	August 4, 2022	Keith
Email Brenda Wedge - ask if MRSB can facilitate workshop to assist with MSS decisions.	July 11, 2022	Y	July 17, 2022	CAO will give prior notice of request, to be requested at MRSB meeting.
Forward "Carry the Torch" email to community as an FYI	July 11, 2022	Y	July 14, 2022	Complete
Send email to Roberta McQueen offering community support for being included on bus route, clarifying there are no resources to assist.	July 11, 2022	Y	July 14, 2022	Complete
Add Marly Anderson to signing authority for general accounts, for emergency purposes	July 11, 2022	Y	July 14, 2022	July 14 - All signatures obtained, docs forwarded to Scotiabank
Prepare and submit paperwork to remove identified projects from CCBF funding.	August 8, 2022	Y	September 8, 2022	Paperwork prepared August 31, 2022, MCEG files updated to remove projects. Confirmation received by Infrastructure Secretariat on September 8, 2022.
Send most recent MRSB report to residents	August 8, 2022	Y	September 1, 2022	Keith, with comments?
Request update from Susan Williams Bulman on process for increasing water and sewer rates.	August 8, 2022	Y	August 10, 2022	Aug 10 - email sent by Keith asking for update. August 31 - another email sent requesting update.
Provide list of office contact #'s to council	August 8, 2022	Y	August 10, 2022	Complete
Assign # to new bylaw prior to second reading	August 8, 2022	Y	August 9, 2022	Complete, #2202-01 assigned
W&S - Consider process for notifying residents of balance due.	October 27, 2022	Y	October 28, 2022	Statements will be sent 6 months after yearly bill issued, then again at 10 months.

Acting Mayor's Report November 2022

This will be my last report as Acting Mayor and I want to say thank you to all my fellow councilors for the time and effort they have devoted to the work of council as we navigated through challenging times. Financial and administrative stresses, Covid-19 and Hurricane Fiona have all contributed to the trials we encountered during our four year term.

I wish to congratulate the incoming council - Marly Anderson, Eric Gilbert, Brian Clapson, Shelley Trainor, Jamie Lee Brown, Tom Wright and mayor Martin Ruben. We have an impressive group of individuals to carry the administrative and financial responsibilities of the RMV forward and to continue to work toward finding solutions to the sustainability issues facing our community.

We live in a beautiful place, with good neighbours, and a community with untapped potential. Let's continue to support each other as we work toward an environmentally healthy, culturally diverse, sustainable community, where we can all contribute our talents to the betterment of the whole.

Province helps local fire services prepare for the next storm

1 message

Prince Edward Island <no-reply@princeedwardisland.ca>
To: victoriamunicipalitypei@gmail.com

Mon, Oct 31, 2022 at 9:56 AM

News Release

Published Date: Monday, October 31, 2022 | [View More](#)

Province helps local fire services prepare for the next storm

Island fire services across the province will receive grants to purchase disaster response and communications equipment to help them prepare for future emergency events.

The Department of Justice and Public Safety is investing over \$1 million in emergency preparedness with local fire services. Each of the 35 fire departments will receive a one-time grant of \$20,000 through the PEI Firefighter Association (PEIFFA) to help with the purchase of lifesaving, disaster response equipment, such as chainsaws, portable lights and other safety equipment.

“These funds will help our firefighters in the next major storm by putting equipment in our fire halls, in the hands of those who are boots on the ground, and the first to respond across Island communities,” said Gerard McMahan, president of the PEI Firefighter Association.

“During Fiona, local fire service members were using their own equipment like chainsaws to clear the roads before they could even get to the emergency site. Providing these first responders with the funds to buy the right tools for the local service to do their important jobs, especially in times of emergency, is exactly what the Province can do to support these men and women.”

- Justice and Public Safety Minister Darlene Compton

To ensure reliable communication interoperability between fire and emergency services, the Department of Justice and Public Safety will also be providing the PEIFFA a one-time grant of \$300,000 to purchase PICS II radios and backup batteries. These radios will be distributed to local fire services who are still using seed radios.

“The Island firefighting community is a tight knit family that always shows up for one another and their communities. Having everyone on the same communications platform will help us respond to emergencies in a timely way so that we can help, and so that at the end of the day, everyone gets home safely,” said Dave Rossiter, PEI Chief Fire Marshal.

To learn more, visit: [PEI Firefighter Association](#).

Media contacts:

Vicki Tse

Department of Justice and Public Safety

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Province providing emergency generators to fire departments

1 message

Prince Edward Island <no-reply@princeedwardisland.ca>
To: victoriamunicipalitypei@gmail.com

Fri, Oct 28, 2022 at 12:46 PM

News Release

Published Date: Friday, October 28, 2022 | [View More](#)

Province providing emergency generators to fire departments

Environment, Energy and Climate Action, in partnership with the provincial Fire Marshal's Office, is distributing emergency generators to fire departments across the province for use in Island communities.

"Each provincial fire department will be offered up to 15 generators, gas cans and extension cords to be distributed as needed during power outages resulting from natural disasters and other emergencies. This will help communities during extreme weather events and other emergencies, and it will also help communities become more energy independent and resilient."

- Environment, Energy and Climate Action Minister Steven Myers

Local fire services can use the generators as part of their operations and communities can use them to set-up more emergency reception centres or meet other needs of their residents through their local fire services.

"These generators are a great asset to help our Island fire departments expand their disaster response equipment inventory. With these in hand, the fire services will also be able to help local authorities put them to good use in emergency situations safely," said provincial Fire Marshal Dave Rossiter. "It's important for Islanders to know that portable generators emit carbon monoxide and portable generator exhaust can be deadly. Anyone who uses generators should always review equipment manuals and follow safe generator use tips."

For more information on emergency generator distribution, fire departments can contact the provincial Fire Marshal's Office.

For more information on fire safety and safe generator use, visit: [Fire Prevention Resources and Generator Fire Prevention and Safety Tips](#)

Media contact:

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Rural Municipality of Victoria
Support for Water and Sewer Commission Discussion Item
Wharf Sewage Infrastructure
October 27, 2022

Situation

The Water and Sewer Commission (“WSC”) has been working on addressing concerns related to the sewage infrastructure on the wharf since 2019. The project scope needs to be reconsidered in light of the funding available versus the costs associated with the most recent project scope.

Background

- Previous documents have been distributed on the project, including the only response to the RFP, the results of onsite meetings with provincial representatives on alternative options for the work and the key points from a conversation in September of direction from the Province.
- A summary of the conversation in September follows:
 - I just got off a videoconference with Darlene Rhodenizer and Morley Foy from the Province and Darrell Fisher and Krista Flanagan from Stantec re options for the wharf project. In summary there is no more money under the Municipal Strategic Component (MSC) Funding component of the Canada Community Building Fund (CCBF). And we have already requested a modification to the original budget approved by Government and they generally will not allow a third change. What this means is we have to try and find a solution that addresses the key risks while staying within the current funding envelop.
 - The key risks in order are the holding tank, the poly pipe to the pump tank and the risk to losing power to the heat tape etc that keeps things from freezing and the other concern/risk was to address some level of adaption for the impact of climate change.
 - What we agreed to was that Krista and Darell would come up with some rough estimates of the shorter term solution that would address as many of these concerns while staying within our budget.

Analysis

- Krista will be joining us by phone to discuss options for completing this project.

Recommendation

The WSC provide direction to the CAO and Stantec on the preferred approach for proceeding with upgrading the sewage infrastructure on the wharf.

Instructions

If you are not familiar with Excel and would like assistance, please call Jesse MacDougall at 902-620-3631

Click on the "Application" tab at the bottom to access the CIP form.

Notes:

Every cell with blue shading requires input. Any cell that is not shaded either auto-calculates or does not require input. If one of the blue shaded cells does not apply, please type N/A. Some cells contain drop-down lists. The drop-down arrow will pop-up as soon as you click on the cell. Please refrain from typing in these cells, the drop-down lists will ensure consistent data entry.

Project Title

Use a descriptive title for your project. The title should give us an indication as to what the project entails.

2. Eligible Project Categories

Select a project category from the drop down list. Only one category can be selected.

3. Project Information

The project location should include street address's, PIDs, intersections, civic address's, building names, and/or coordinates.

4. a) Estimated Eligible Costs & 4. b) Estimated Ineligible Costs

Do not include taxes in any of your cost estimates, the spreadsheet will auto-calculate. Also notice that it automatically calculates eligible and ineligible taxes based on the 5% Federal Tax Rebate that municipalities qualify for. If this calculation needs to be modified for a specific scenario please contact Jesse MacDougall.

8.3 Schedule H Indicators and Outcomes

These cells are linked to the project category selected on Page 2 of the application. Please select each outcome/indicator that applies to your project by clicking on the adjacent check box. Keep in mind that upon completion of the project each outcome/indicator chosen on your application will appear on an "Outcomes Survey" where you will be required to supply tangible measurements and results.

10. Project Review Requirements

In order for your application to be considered **ALL** of the requirements in this section must be agreed to.

11. Capital Investment Plans Returned to:

Applications must be submitted in two formats:

1. An excel document emailed to CPEI-Infrastructure@gov.pe.ca
2. A signed/sealed hard copy delivered in person or by mail



GAS TAX - CAPITAL INVESTMENT PLAN APPLICATION (GT-DA-CIP and GT-NA-CIP)

Project Title: VICTORIA - Wharf Sewage Infrastructure

1. Contact Information

Rural Municipality/Town/City of: Victoria
Street Address/P.O. Box: P.O. Box 7, Victoria, PE
Postal Code: C0A 2G0
Municipal Email: victoriamunicipalitypei@gmail.com
Contact Name: Jaclyn Casler
Official Title: Chief Administrative Officer

2. Eligible Project Categories

Project Category: Wastewater

3. Project Information

Brief Project Description (Short description of the issue and physical work required to resolve issue):
 Engineering, construction and project management associated with the removal of existing lift station and replacement of existing sewage outflow pipes on the Victoria Wharf servicing the restaurants and businesses located on the wharf. This new infrastructure would allow for more reliable operations of the busy restaurants and businesses on the wharf, increase the possible open season and also decrease the amount of time the operator for the Victoria Water and Sewage Commission is required to spend on the wharf tending to undersized and unreliable current infrastructure.

Project Location(s) (Street Address and/or PID):
 19 Wharf Street

Municipality: Victoria
Signed & Sealed Council Resolution Mailed? no
Date of Resolution:

Gas Tax Capital Investment Plan Application GT-DA-CIP GT-NA-CIP

Please Prepare a Separate Capital Investment Plan (CIP) Application for Each Project

4. Estimated Eligible Costs (do not include taxes, they will calculate automatically)

Cost Breakdown	Amount
1. Design/Engineering	\$30,000.00
2. Construction/Demolition	\$290,000.00
3. Contingency	\$43,000.00
4a. Other (Please Specify):	
4b. Other (Please Specify):	
4c. Other (Please Specify):	
5. Subtotal	\$363,000.00
6. Total HST	\$54,450.00
7. Minus HST Rebate	\$18,150.00
8. Total Eligible Costs	\$399,300.00

5. Proposed Project Financing

Year	Estimated Eligible Project Costs*	MSC Funding Requested	DA/NA Gas Tax Funding	Applicant's Funding	Other
2019/20	\$200,000.00	\$199,650.00	\$70,000.00	\$20,000.00	
2020/21	\$200,000.00		\$89,650.00	\$20,000.00	
2021/22					
2022/23					
2023/24					
TOTALS	\$400,000.00	\$199,650.00	\$159,650.00	\$40,000.00	\$0.00

6. Proposed Sources of Funding

Project Funding Sources
Gas Tax Direct/Notional Allocation
Applicant's Share
Other Provincial Source (Specify the Program Below)
Other Federal Source (Specify the Program Below)
Other (Specify the Program Below)

Projects involving funding from other sources require confirmation under consideration. Provide at the time of submission of CIP.

7. Project Timelines

Activity	
Tender or Request for Quotation Date	Sept
Tender or Request Award Date	Nov
Design/Engineering Date	Jan
Other (Specify Below)	
Expected Project Start and Completion Dates	Mar

8. Outcomes & Planning

8.1 Indicate your municipality's progress with improving local

- Provincial inventory forms completed
- Using asset management tool developed by the Province
- Using other asset management software
- Involved in the AIMnet Cohort Program
- Implemented an asset management policy
- Completed the IPWEA asset management course
- Critical assets identified
- Council members supporting asset management initiative
- Developed a 5, 10, 15, or 20 year expenditure projection
- Other: Provincial inventory forms are near completion (all building assets)

Row	Short Sea Shipping	Row	Drinking Water
1	Increase in the fleet, cargo or passenger capacity.	1	# and value of components (e.g. 10 metre readers @ \$10,000).
2	Change in the frequency of service as a result of investment.	2	# and/or % increase of equivalent dwelling units (EDU's) that can be serviced.
3	Increase in the amount of cargo moved.	3	# EDU's with protected water supply.
4	Change in the loading and unloading time per unit handled as a result of investment.	4	# of meters of supply pipes repaired or replaced servicing # of EDU's.
5	Increase in the # of passengers transported.	5	Increase in capacity for water storage (m3 and/or %).
6	Change in storage capacity.	6	Increase in capacity to treat water (m3 and/or %).
7	Change in average vessel waiting time between end of loading and start of voyage, or between arrival and start of unloading.	7	Increase in capacity to treat water to a higher standard (m3 and/or %).
8	Change in average time between ports/terminals.	8	KWH saved using new more efficient pumps.
		9	Volume and/or % of water conserved by replacing deteriorated or aging components.
		10	Volume of water protected (m3 per time frame).
		11	Volume of storage maintained by replacement facility (m3).
		12	Volume of treated water made available for domestic or commercial use (m3 per time frame).
		13	Volume of water conserved by new systems.

Row	Public Transit	Row	Wastewater
1	# additional riders using public transit per \$1,000-annum investment.	1	# and value of components (e.g. 1 software program @ \$10,000).
2	Liters of fuel saved due to more efficient of assets.	2	# manholes replaced.
3	Reduction in transit travel time due to a more efficient system (e.g. hours per annum).	3	# of EDU connections made available by new facility.
4	# additional riders receiving passenger and traffic information.	4	# of EDU's that can be serviced or remain in service.
5	% and /or liters of fuel saved.	5	# of meters of pipes installed, repaired or replaced.
6	# assets and \$ (e.g. 1 bus @ \$100,000).	6	# of meters of supply pipes repaired or replaced servicing # of EDU's (m3 per time frame and/or %).
7	# assets and \$ (e.g. 1-100 sq.ft. building @ \$100,000).	7	Additional volume of wastewater treated (m3 per time frame).
8	# additional riders using public transit per \$1,000-annum.	8	Data collected (e.g. flow rates).
9	# assets and \$ (e.g. 1-wheelchair lift @ \$10,000).	9	Increase in capacity to treat water to higher standard (m3 per time frame and/or %).
		10	KWH saved using new more efficient pumps.
		11	Reduction in # of days infrastructure is flooded.
		12	Reduction in chemical use, or solid waste (weight and type per annum).
		13	Reduction in untreated wastewater (m3 per time frame).

Row	Disaster Mitigation	
1	% of properties projected to be less at-risk due to the new mitigation infrastructure.	
2	% of services projected to be protected due to the new mitigation infrastructure.	
3	# or % of population projected to be less at-risk due to the new mitigation infrastructure.	
4	\$ of Disaster Financial Assistance Arrangement funding and/or emergency response costs estimated to be reduced due to the new mitigation infrastructure, based on a previous or comparable event.	
5	% of at-risk infrastructure that is better protected as a result of the new mitigation infrastructure.	
6	% of mitigation plan that is implemented.	

Row	Community Energy Systems	Row	Local Roads and Bridges and Highways
1	Decrease in KWH consumed.	1	# control signals or other devices.
2	Volume of furnace oil conserved (litres per time frame).	2	# of claims due to potholes over a set period of time.
3	# of systems and type of technology (e.g. 3 wood boiler and 1 window).	3	# of EDU's benefiting from reduced noise.
4	Increase in KWH generated per \$1,000 investment.	4	# of lane-kilometers of road surface repaired.
5	Decreased volume of fuel consumption per \$1,000 investment.	5	# road structures and \$ (e.g. 1 culvert @ \$2,000).
6	# of systems and type of technology (e.g. 3 wood boiler).	6	Average daily traffic of freights and/or passenger traffic on new section of highway.
7	Decrease in KWH consumed due to more efficient lighting.	7	Change in average travel speed.
8	# units of lights.	8	Change in International Roughness Index (IRI).
		9	Change in road availability in Km/106 persons or road density in Km/1,000sq.km.
		10	Change in road capacity.
		11	Change in the rate of accidents/fatalities or injuries.
		12	Change in the rate of deterioration of an existing asset due to improvements.
		13	Change in volume of freight (tone-km/yr).
		14	Change in volume of traffic (veh-km/yr).
		15	Length (km) and # residents commuter bikeway is available to.
		16	Length (km) of shortest alternative route w/o bridge.
		17	Length (km)and # residents sidewalk is available to.
		18	Length (m) and # spans of bridge.
		19	Meters of storm drainage installed.
		20	Reduction in noise levels (db or other measure) measured.
		21	Travel time saved as a result of new highway.

Eligible Project Categories			
Public Transit	N/A	Chief Administrative Officer	
Local Roads and Bridges and Highways	Yes	Chair/Mayor	
Short Sea Shipping	No	Council Member	
Regional and Local Airports		Acting CAO	
Public Transit			
Solid Waste			
Drinking Water			
Broadband Connectivity			
Cultural Infrastructure			
Community Energy Systems			
Brownfield Redevelopment			
Recreational Infrastructure			
Disaster Mitigation			
Sport Infrastructure			
Tourism Infrastructure			
Wastewater			
Capacity Building			

ORDER NUMBER	PROG	MUN CODE	PROJ NUMBER	APPLICANT	Gov't	County	Project Title	Project Description
				Victoria			VICTORIA - Wharf Sewage Infrastructure	Engineering, construction and project management associated with the removal of existing lift station

Date Received	Project Category	Nature of Investment	Outcomes	Date Approved by PRC	Start Date	End Date	Construction/Project Complete? Y/N	Current Status	Total Cost of Project	MUN FUNDS	Other Fed Funds	Prov Funds	Federal Tax Rebate	Other Funds
n and replacement	Wastewater				September 25, 2019	November 1, 2020			417,450.00	40,000.00	0.00	199,650.00	18,150.00	0.00

Perm GT CIP Funds Committed	TTL Perm GT DA Funds Exp	Balance Perm GT DA Funds Remaining	Recommendation - Conditions	SAL	FNAME	LNAME	TITLE	STREET ADDRESS	ADDRESS 1
159,650.00					Jaclyn Casler		Chief Administr	P.O. Box 7, Victoria, PE	

ADDRESS 2	P CODE	CONTACT PHONE	EMAIL	Project Benefits	Municipality Benefits	Federal Outcomes	Location	Coordinates	MCEG Total Cost of Project (excluding fees)	Outcomes Survey Completed
	COA 2G0	902 658 2541	municipalitypei@gmail.com				19 Wharf Street		\$363,000.00	

Rural Municipality of Victoria
Support for Water and Sewer Commission Discussion Item
Engineering Proposal for Causeway Waterline
October 27, 2022

Situation

The Water and Sewer Commission (“WSC”) has been directed to repair or replace the water lines over the causeway using the services of an engineer.

Background

- Repairs were made to the waterline over the causeway which resulted in the Province deeming the water non-potable.
- Information on the cause, subsequent discussions and options have been previously circulated to the WSC.

Analysis

- The CAO asked for a proposal from Stantec given their current and previous involvement with this matter.
- A initial proposal was received and after discussing it with the Chair, the CAO asked that Stantec reconsider the options being proposed.
- Their revised proposal was received in mid September.
- The CAO tried but was not successful in getting the proposal considered prior to heading out of the country.
- The Province had established a time line for the repairs being completed by the end of December. It is very unlikely that this will be met.
- A request for funding under the Canada Community Building Fund (CCBF) has not yet been submitted to the Province yet as a decision is required on the preferred approach to the repair
- It is anticipated that they would not approve any funding under the Strategic Component of the CCBF as the requests for funding already far exceed the amount of funds available as previously communicated and this was prior to the impact of Hurricane Fiona.
- In discussions with the Province it appears that we can ask for funding from our Direct Allocation funding for repairing the line given that the water is considered non-potable.

Recommendation

The WSC approve the proposed contract with Stantec.



Stantec Consulting Ltd.
1199 Main Street
Moncton NB E1C 1H9

September 13, 2022

Project/File: Victoria Causeway Watermain Repairs

Keith Dewar

Rural Municipality of Victoria
730 Victoria Road
Victoria, PE

Dear Mr. Dewar,

Reference: Victoria Causeway Watermain Repairs – Revision 1

Following the site inspection on July 21st, 2022 at the Victoria Causeway, Stantec Consulting Ltd. (Stantec) is pleased to provide the following proposal with two available options to address the temporary watermain repairs conducted on the Victoria Causeway.

Project Scope

The following proposal is broken into two presented options for design where required based on approved funding:

Option 1: Preliminary Repairs

- Detailed design to address repairs on the watermain located along the bridge causeway in Victoria, PE complete with:
- Design Drawings
- Approval request to Regulatory Authorities
- Structural review on bridge attachments
- Electrical review on heat trace
- Tentative schedule of design completion: 8 weeks following authorization to proceed

Based on the above scope of work, the estimated lump sum fee breakdown for engineering services is shown below. Please note that all fees shown exclude HST.

Design (lump sum): \$15,900

Construction services estimate (time and materials): \$4,500

Reference: Victoria Causeway Watermain Repairs

Option 2: Capacity Analysis Study and Design for Growth Potential

A secondary option can be considered which involves the review of the current capacity within the existing mains and design for expected future potential growth can be considered. An additional scope of design work to be completed following the preliminary repairs is as follows:

- Investigation of the capacity of the existing watermain system and expected population growth
- Detailed Design of the water service distribution through the causeway if capacity is expected to be exceeded based on expected population growth
- Structural review on bridge attachments
- Electrical review on heat trace, alarm, and generator system
- Tender package
- Tentative schedule of design completion – 10 weeks following authorization to proceed

Based on the above scope of work, the estimated lump sum fee breakdown for engineering services is shown below. The design fee includes the effort required to complete Option 1. Please note that all fees shown exclude HST.

Design (lump sum): \$25,400

Construction services estimate (time and materials): \$7,500

Closure

Attached is a copy of Stantec's Standard Terms & Conditions. If you are in agreement with the above scope of work and fee, please sign the below and return the letter along with the Terms & Conditions attached.

Stantec Consulting Ltd. appreciates the opportunity to provide this proposal to the Rural Municipality of Victoria for the above outlined scope of work.

Stantec reserves the right to adjust budget with adjusted scope change.

This document and the information contained within it is proprietary to Stantec and shall not be reproduced or transferred to other documents, or disclosed to others, or used for any purpose other than that for which it is furnished without prior written permission of Stantec. No portion of it shall be used in the formulation of a Request for Proposal for open bid, now or in the future, by the agencies and/or persons who may see it in the process of review, without the prior written permission of Stantec.

This proposal shall remain valid for 90 days from the date of submission.

Reference: Victoria Causeway Watermain Repairs

We trust that this proposal is in accordance with your requirements. Should you have any questions or require clarification on any element of this proposal, please feel free to contact the undersigned at any time. Thank you for your time and consideration.

Best regards,

STANTEC CONSULTING LTD.



Krista Flanagan P.Eng.
Civil Engineer
Phone: 506-800-6979
Mobile: 506-229-2418
krista.flanagan@stantec.com



Darrell Fisher P.Eng., FEC
Civil Engineer
Mobile: 506-393-9563
darrell.fisher@stantec.com

stantec.com

Attachment: Standard Terms and Conditions

By signing this proposal, _____ authorizes Stantec to proceed
with the services herein described and the Client acknowledges that it has read and agrees to be bound by
the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the _____ of _____, _____.
Day Month Year

Per: _____
Client Company Name

Print Name & Title

Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.

FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

Rural Municipality of Victoria
Support for Water and Sewer Commission Discussion Item
IRAC Submission
October 27, 2022

Situation

The operating budget for the Water and Sewer Commission (“WSC”) was approved in March of 2022 and included a 15% rate increase in rates for the 2022/23 fiscal year. The necessary documents have been completed and need to be approved prior to being submitted for consideration

Background

- A third party was contracted to complete the submission on behalf of the WSC.
- The CAO had confirmed that the rate increase could be retroactive to March 31, 2022 under the understanding that the application would be received and approved within 6 months.
- Our submission will be outside this timeline.
- The CAO reviewed and provided suggestions on prior drafts received in September to the contractor for their consideration.
- These suggestions were incorporated into the final draft.

Analysis

- The draft documents attached have been reviewed by the CAO and per a recent discussion with the contractor have been completed to the best of her understanding and on the information available to her.
- When reading the application it is clear that the analysis considered by IRAC is based on the assumption that the costs and revenues up to the date of the application were appropriate and should have covered the known costs - both regular and capital replacement.
- It is clear that the the WSC does need to complete the analysis approved in the budget for the current year to conduct a review of the operating and capital replacement costs to ensure the water and sewer operations are sustainable in the longer term.

Recommendation

That the WSC approve the IRAC application

Rural Municipality of Victoria
Victoria Water & Sewer Commission
730 Victoria Rd, PO Box 7
Victoria PE
C0A 2G0

902-658-2541
victoriamunicipalitypei@gmail.com

September 2022

Heather Walker
IRAC
134 Kent St, Suite 501, PO Box 577
Charlottetown PE
C1A 7L1

Dear Heather,

Please find enclosed a Rate Increase Application for the Victoria Water & Sewer Commission. The rate increase is approximately 15%:

Unmetered Water Dues from \$304 to \$350
Water Frontage Dues from \$152 to \$175
Sewer Dues from \$552 to \$635
Sewer Frontage Dues from \$276 to \$318

The Commission is requesting the rate increase to be effective April 1, 2022.

Utility Name: Victoria Water & Sewer Commission

Rate Filing Prepared for Submission
to The Island Regulatory & Appeals Commission

Contact Name: Keith Dewar
Utility Address: 730 Victoria Rd, PO Box 7
Victoria PE
C0A 2G0
Telephone: 902-658-2541
Email: victoriamunicipalitepei@gmail.com
Date: _____

In accordance with Sections 9 and 15 of the *Water and Sewerage Act*, following is the Utility's application for a rate review.

1. Background information about the Utility (year established, description of system, current number of customers), and the overall reason(s) for the request for a rate change.

See attached.

2. Proposed capital projects or anticipated significant expenditures in the next 2–5 years.

Type of Project/Expenditure	Utility's Expected Cost	Year
1. <u>Water & Wastewater Asset Review</u>	<u>\$50,000</u>	<u>2022/2023</u>
2. <u>Replace Lift Station on Wharf</u>	<u>\$495,000</u>	<u>2022/2023</u>
3. <u>Generators</u>	<u>\$150,000</u>	<u>2023 - 2025</u>
4. <u>Gravel road to sewage plant</u>	<u>\$75,000</u>	<u>2025/2026</u>

3. PROJECTED depreciation expenses for future expenditures.

	Description	Utility's NET Cost	Proj Depr Exp	Year
1.	Replace Lift Station on Wharf	\$495,000	\$12,375	2022/2023
2.	Generators	\$100,000	\$600	2023 /2024
3.	Gravel road to sewage plant	\$75,000	\$7,500	2025/2026
4.				

4. PROJECTED interest expenses on long-term debt for future projects/purchases.

	Description	Loan Amount	Interest Rate	Proj Yrly Int Payment	Year
1.	N/A				
2.					
3.					
4.					

5. a. Statement of actual revenue and expenditures and forecasted data - WITHOUT RATE RELIEF. (Any projected depreciation and/or interest expenses indicated in 3 & 4 above are included.) **To complete Statement of Revenues and Expenses (without rate change) For Click Here For WATER OR Here For SEWER.**

b. Statement of actual revenue and expenditures and forecasted data - WITH RATE RELIEF AS PROPOSED BY THE UTILITY. (Any projected depreciation and/or interest expenses indicated in 3 & 4 above are included.) **To complete Statement of Revenues and Expenses (with rate changed) CLICK HERE for WATER or HERE for SEWER.**

6. Revenue and expenditure accounts that have increased or decreased by substantial amounts.

Account # _____ Account Name _____

Explanation for Change _____

#6. Continued

Account # _____ Account Name _____

Explanation for Change _____

Account # _____ Account Name _____

Explanation for Change _____

Account # _____ Account Name _____

Explanation for Change _____

7. Utility customer information.

Customer Category	# of Customers	# of Units Billed
Unmetered Water Revenue	98	115.85
Water Frontage Charge	46	45.25
Sewer Dues	63	79.35
Sewer Frontage Charge	33	31.11
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

8. Projected number of new customers over the next 2–3 years.

PROJECTED:

Year	Customer Category	# of Customers	# of Units Billed
See attached	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Proposed amortization period to recover any accumulated deficit.

Deficit Amount (\$)	# of Yrs Recovery	Yrly Payment	Int Rate	Yrly Int Pmt	Start Year
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Note: The proposed yearly repayment amount(s), including yearly interest, should be included in the projected expenditures in the statement of revenue and expenditures prepared under #5 above.

10. Utility’s current rate, proposed rate and proposed effective date.

Current Annual Rate (per Single-Family Dwelling):

Proposed Annual Rate (per Single-Family Dwelling):

Proposed Effective Date: _____

Utility’s Billing Cycle: _____

11. Information on any prior communication by the Utility to its ratepayers on the proposed rate changes.

Utility customers were informed that a rate increase was being submitted to IRAC at the 2022/2023 budget meeting. The 2022/2023 budget passed based on the 15% rate increase.

12. Other information relevant to the rate filing.

All capital projects will be funded fully by Gas Tax Direct Allocation (100%) or Gas Tax Direct Allocation (50%)/Gas Tax MSC (40%) and Municipality/Victoria Water & Sewer (10%). The Municipality/Victoria Water & Sewer 10% will come from MCEG.

In addition, the following items are attached to, and form part of, this submission:

13. A copy of the Utility Board's minute(s) giving authorization to prepare the rate application;
14. A copy of the Bylaw creating the Utility, pursuant to Section 38.1 of the *Municipalities Act*, and
15. A copy of the Utility's most recent audited financial statements.

**Rural Municipality of Victoria
Victoria Water & Sewage Commission**

Rate Increase Submission

1. Background information about the Utility (year established, description of system, current number of customers), and the overall reason for the request for a rate change.

WATER

The Victoria Water Utility began operation in July of 1988 and had 76 customers. In 2000, the utility experienced on-going water quality issues so two chlorinators were installed, one in 2001 and one in 2002 and two new wells were installed in 2003. In 2013, the utility expanded the pump house and installed a third well. Improvements to the pump house included a 21 square metre addition to provide room for additional equipment and future expansion within the municipality; an HRV system, dehumidifier and sump pit were installed to improve the health and operation within the building. There was also a replacement of all aging equipment within the pump house. At this time, the utility brought in a Service Availability (Frontage) Charge for customers with vacant lots that had access to the serviced water line passing by their property.

Metered Charge – The utility’s customers all have water meters installed. These meters were installed through funding from Green funds. The utility has put a hold on moving forward with a metered charge because the data from the meter readings seems to be inconsistent and the time needed to monitor and administer the metered system would be onerous and add to the administrative costs to run the system. The utility believes it cannot absorb such added costs.

The utility is now proposing a 15% increase, effective April 1, 2022 on both unmetered water and water frontage. The increase is necessary to cover projected operating costs and to clear the debt owed to the Rural Municipality of Victoria.

The utility currently has 98 unmetered water customers equaling 115.85 units at \$304/unit and 45 water frontage customers equaling 45.25 units at \$152/unit. The proposed new rates are \$350 for unmetered water and \$175 for water frontage.

SEWAGE

The utility installed a central sewage system for the Rural Municipality of Victoria with construction beginning in 2007 and completed in 2008. The central system is a state-of-the-art modular packed bed filter system which utilizes non-woven textile fabric for wastewater treatment. Homes and businesses each have a tank on site which feeds into the central system. This system is environmentally friendly and the Rural Municipality of Victoria won a major national award for sustainable development for installing this system. The total cost of the project was approximately \$2.5 million which was funded through the Canada/PEI Infrastructure program and the Federal Green funds program. The municipality did purchase a 26-acre parcel of land for \$68,000. The sewage plant is located on this land. A loan was taken to facilitate this land purchase and at March 31, 2022, the outstanding balance was \$21,383.

In 2008, the utility had 63 customers equaling 73 units at a rate of \$375/unit. In 2013, a Service Availability (Frontage) Charge was brought in for customers with vacant lots that had access to the serviced sewage line passing by their property. In 2014, the utility began a sludge removal schedule from the sewage tanks.

The utility is now proposing a 15% increase, effective April 1, 2022 on both sewer and sewer frontage. The increase is necessary to cover projected operating costs and to clear the debt owed to the Rural Municipality of Victoria.

The utility currently has 64 sewer customers equaling 79.35 units at \$552/unit and 32 sewer frontage customers equaling 31.11 units at \$276/unit. The proposed new rates are \$635 for sewer and \$318 for sewer frontage.

BILLING

Up until January 1st, 2021, the utility billed on a quarterly basis – April 1st, July 1st, October 1st and January 1st. Effective April 1st, 2021, the utility changed to an annual billing on April 1st.

**Victoria Water & Sewer Commission
Projected Revenue & Expenditures
Without Increase**

	Actual Mar 31, 2021	Actual Mar 31, 2022	APPROVED BUDGET Mar 31, 2023	1.50% Projected Mar 31, 2024	1.50% Projected Mar 31, 2025		# units 2024	# units 2025
REVENUE								
Revenue						Rate		
Unmetered Water Revenue	34,610	35,093	35,218	35,598	36,206	\$304	117.10	119.10
Water - Frontage charge	6,270	6,930	6,878	6,232	5,928	\$152	41.00	39.00
Sewer Dues	42,697	42,777	43,801	44,491	45,595	\$552	80.60	82.60
Sewer - Frontage charge	7,797	8,994	8,585	8,280	8,585	\$276	30.00	28.00
Delayed Payment Charges	1	260	100	100	100			
Curb Service Fee	400	200	400	400	400			
Total Revenue	91,775	94,254	94,982	95,101	96,814			
TOTAL REVENUE	91,775	94,254	94,982	95,101	96,814			
EXPENSE								
Water Operating Expenses								
Materials & Supplies	403	-	500	508	515			
Repairs & Maintenance	1,713	13,954	7,500	7,613	7,727			
Water Operator	7,260	7,260	7,260	7,369	7,369			
Back up Maintenance Operator	1,650	825	825	837	837			
Power or Electricity (W)	3,100	3,714	4,500	4,568	4,636			
Water Testing Fees	4,851	8,974	5,500	5,583	9,666			
Chemicals	419	187	350	355	361			Off Island chemical testing every 3 years
Snow Removal	550	605	650	675	700			
Total Expenses	19,946	35,519	27,085	27,507	31,811			
Plus share of GG Operating expenses	15,828	16,390	16,308	20,000	20,000			
Plus share of Old School expenses	411	557	655	665	675			
	36,185	52,466	44,048	48,171	52,485			
Plus Depreciation	10,795	10,795	9,000	23,000	22,000			
Total Expenses	46,980	63,261	53,048	71,171	74,485			
	Actual Mar 31, 2021	Actual Mar 31, 2022	APPROVED BUDGET Mar 31, 2023	1.50% Projected Mar 31, 2024	1.50% Projected Mar 31, 2025			
General Expenses								
General Legal Fees	825	-	-	-	-			
Interest	590	526	500	475	450			
Bank Service Charge	593	434	600	609	618			
Insurance	3,043	1,368	1,500	1,523	1,545			
IRAC Rate Increase Submission	-	-	1,400	-	-			
Regulatory Commission Fees	1,375	1,154	1,200	1,218	1,236			
Miscellaneous Expense	598	2,409	150	152	155			
Total General Expenses	7,024	1,073	5,350	3,977	4,004			
Sewer Expenses								
Sewer Testing Fees	1,040	1,243	1,500	1,523	1,545			
Contract Fees For sewer Operator	18,788	18,788	18,800	19,082	19,082			
Back up Maintenance Operator	-	825	825	837	837			
Repairs & Maintenance (S)	637	188	750	761	773			
Ppty Taxes (S)	563	551	600	609	618			
Electricity (S)	5,810	7,567	8,000	8,120	8,242			
Telephone- Computer (S)	1,766	1,195	1,350	1,370	1,391			
Sewer Snow Removal	1,650	1,815	1,900	1,950	2,000			
Liquid waste removal (S)	237	675	3,500	3,553	3,606			
Propane/Generator Maintenance	839	210	1,200	1,218	1,236			
Total Sewer Expenses	31,330	33,057	38,425	39,023	39,330			
Plus share of GG Operating expenses	15,827	16,390	16,308	20,000	20,000			
Plus share of Old School expenses	410	557	655	665	675			
	47,567	50,004	55,388	59,688	60,005			
Depreciation	38,852	38,852	39,000	38,000	38,000			
Total Expenses	86,419	88,856	94,388	97,688	98,005			
TOTAL EXPENSE	140,423	153,190	152,786	172,836	176,494			
NET INCOME (includes depreciation)	- 48,648	- 58,936	- 57,804	- 77,735	- 79,680			

Note: Share of General Government operating expenses which includes audit fees, bookkeeping fees, CAO salary, admin staff, wage expense, office supplies, and telephone/internet, is expected to increase more than 1.5% per year in 2023/2024, as there was no permanent full-time CAO in 2022/2023. It is anticipated that there will be full-time admin staff and a part-time CAO.

Victoria Water & Sewer Commission
Projected Revenue & Expenditures
With Rate Increase

	Actual Mar 31, 2021	Actual Mar 31, 2022	APPROVED BUDGET Mar 31, 2023	1.50% Projected Mar 31, 2024	1.50% Projected Mar 31, 2025		# units 2024	# units 2025
REVENUE								
Revenue						Rate		
Unmetered Water Revenue	34,610	35,093	39,758	40,985	41,685	\$ 350	117.10	119.10
Water - Frontage charge	6,270	6,930	7,167	7,175	6,825	\$ 175	41.00	39.00
Sewer Dues	42,697	42,777	48,983	50,387	50,387	\$ 635	80.60	82.60
Sewer - Frontage charge	7,797	8,994	8,887	9,893	9,893	\$ 318	30.00	28.00
Delayed Payment Charges	1	260	100	100	100			
Curb Service Fee	400	200	400	400	400			
Total Revenue	91,775	94,254	105,295	108,940	109,290			
TOTAL REVENUE	91,775	94,254	105,295	108,940	109,290			
EXPENSE								
Water Operating Expenses								
Materials & Supplies	403	-	500	508	515			
Repairs & Maintenance	1,713	13,954	7,500	7,613	7,727			
Water Operator	7,260	7,260	7,260	7,369	7,369			
Back up Maintenance Operator	1,650	825	825	837	837			
Power or Electricity (W)	3,100	3,714	4,500	4,568	4,636			
Water Testing Fees	4,851	8,974	5,500	5,583	9,666			Off Island chemical testing every 3 years
Chemicals	419	187	350	355	361			
Snow Removal	550	605	650	675	700			
Total Expenses	19,946	35,519	27,085	27,507	31,811			
Plus share of GG Operating expenses	15,828	16,390	16,308	20,000	20,000			
Plus share of Old School expenses	411	557	655	665	675			
	36,185	52,466	44,048	48,171	52,485			
Plus Depreciation	10,795	10,795	9,000	23,000	22,000			
Total Expenses	46,980	63,261	53,048	71,171	74,485			
	Actual Mar 31, 2021	Actual Mar 31, 2022	APPROVED BUDGET Mar 31, 2023	1.50% Projected Mar 31, 2024	1.50% Projected Mar 31, 2025			
General Expenses								
General Legal Fees	825	-	-	-	-			
Interest	590	526	500	475	450			
Bank Service Charge	593	434	600	609	618			
Insurance	3,043	1,368	1,500	1,523	1,545			
IRAC Rate Increase Submission	-	-	1,400	-	-			
Regulatory Commission Fees	1,375	1,154	1,200	1,218	1,236			
Miscellaneous Expense	598	2,409	150	152	155			
Total General Expenses	7,024	1,073	5,350	3,977	4,004			
Sewer Expenses								
Sewer Testing Fees	1,040	1,243	1,500	1,523	1,545			
Contract Fees For sewer Operator	18,788	18,788	18,800	19,082	19,082			
Back up Maintenance Operator	-	825	825	837	837			
Repairs & Maintenance (S)	637	188	750	761	773			
Property Taxes (S)	563	551	600	609	618			
Electricity (S)	5,810	7,567	8,000	8,120	8,242			
Telephone/Alarms (S)	1,766	1,195	1,350	1,370	1,391			
Sewer Snow Removal	1,650	1,815	1,900	1,950	2,000			
Liquid waste removal (S)	237	675	3,500	3,553	3,606			
Propane/Generator Maintenance	839	210	1,200	1,218	1,236			
Total Sewer Expenses	31,330	33,057	38,425	39,023	39,330			
Plus share of GG Operating expenses	15,827	16,390	16,308	20,000	20,000			
Plus share of Old School expenses	410	557	655	665	675			
	47,567	50,004	55,388	59,688	60,005			
Depreciation	38,852	38,852	39,000	38,000	38,000			
Total Expenses	86,419	88,856	94,388	97,688	98,005			
TOTAL EXPENSE	140,423	153,190	152,786	172,836	176,494			
NET INCOME (includes depreciation)	- 48,648	- 58,936	- 47,491	- 63,896	- 67,204			

Note: Share of General Government operating expenses which includes audit fees, bookkeeping fees, CAO salary, admin staff, wage expense, office supplies, and telephone/internet, is expected to increase more than 1.5% per year in 2023/2024 , as there was no permanent full-time CAO in 2022/2023. It is anticipated that there will be full-time admin staff and a part-time CAO.

Victoria Water & Sewage Commission Rate Increase Submission September 2022

8. Projected number of new customer over the next 2 - 3 years.

Projected:

Year	Customer Category	# of Customers	# of Units Billed
2023/2024	Unmetered Water	100	117.10
2024/2025	Unmetered Water	102	119.10
2023/2024	Water Frontage	43	41.00
2024/2025	Water Frontage	41	39.00
2023/2024	Sewer Dues	66	80.60
2024/2025	Sewer Dues	68	82.60
2023/2024	Sewer Frontage	30	30.00
2024/2025	Sewer Frontage	28	28.00

Victoria Water & Sewage Commission Rate Increase Submission September 2022

10. Utility's current rate, proposed rate and proposed effective date.

	Unmetered Water	Water Frontage	Sewer	Sewer Frontage
Current Annual Rate (per Single-Family Dwelling)	304	152	552	276
Proposed Annual Rate (per Single-Family Dwelling)	350	175	635	42
Proposed Effective Date	April 1, 2022	April 1, 2022	April 1, 2022	April 1, 2022
Utility's Billing Cycle	Annual	Annual	Annual	Annual

**Victoria Water & Sewer Commission
Balance Sheet As at Sep 30, 2022**

ASSET

Current Assets

Cheque/Cash to Deposit	124.80	
E-transfers	0.00	
Online Payments	0.00	
Bank of Nova Scotia - Chequing	<u>30,867.76</u>	
Total Cash		30,992.56
Accounts Receivable/Water& Sewer	43,955.29	
Accounts Receivable/ General	0.00	
Canada / PEI Infrastructure	0.00	
Allowance for Doubtful Accounts	0.00	
G S T Receivable	2,224.69	
H S T Receivable	<u>-60.02</u>	
Total Receivable		46,119.96
Prepaid Expense & Deposits		536.97
Visa		<u>0.00</u>
Total Current Assets		<u>77,649.49</u>

Other Assets

Due from Capital Fund		<u>0.00</u>
Due from Capital Fund		<u>0.00</u>

Water System

Pumping Plant - Structures & Improv	309,942.41	
Land (Water System)	25,385.00	
Dep'n Reserve - PP Structure & Impr	<u>-56,974.41</u>	
Net - PP Structure & Improvements		278,353.00
Transmission & Distribution Mains	340,605.00	
Dep'n Reserve - Trans & Dist Mains	<u>-84,239.00</u>	
Net - Trans & Dist Mains		256,366.00
Services	27,165.23	
Dep'n Reserve - Services	<u>-17,681.23</u>	
Net - Services		9,484.00
New Wells	73,930.00	
Dep't Reserves - Wells	<u>-13,403.00</u>	
Net-Well		60,527.00
Water Equipment- Meters		25,535.00
Dept reserve Water Equipment		<u>-18,197.00</u>
Chlorination Unit		4,340.38
DEp expense Chlorination Unit		<u>-2,007.38</u>
Curb Stops		<u>5,409.80</u>
Total Water System		<u>619,810.80</u>

Sewer System

Land (Sewer System)		68,000.00
Misc Sewer Equipment		18,023.00
Depn reserve misc sewer equipment		-12,839.00
Collection Plant Structure & Imp	597,863.01	
Dep'n reserve-C P Structure & Imp	<u>-102,166.01</u>	
Net - C P Structures & Imp		495,697.00
Sewer Pumping Plant	1,147,146.05	
Dep't Reserve- S P P	<u>-186,607.05</u>	
Net - Sewer pumping Plant		960,539.00
Treatment & Disposal Plant	854,013.70	
Dep't- Reseve T & D Plant	<u>-144,181.60</u>	
Net Treatment & Disposal Plant		709,832.10
Sewer Equipment		135,257.11
Depn Reserve sewer Equipment		-67,763.87
Wharf Sewer Infrastructure		<u>61,432.40</u>
Total sewer System		<u><u>2,368,177.74</u></u>

TOTAL ASSET 3,065,638.03

LIABILITY**Current Liabilities**

Due to Municipality	23,678.73
Due to Gas Tax Account	0.00
Accounts Payable	3,198.14
GST Collected	0.00
HS T collected	0.00
GST Paid	0.00
Short Term Demand Loan	0.00
Accrued Liabilities	<u>0.00</u>
Total Current Liabilities	<u><u>26,876.87</u></u>

Long Term Liabilities

Long term loan # 1	0.00
Long term loan #2	0.00
Short term loan Comm of Victoria	4,010.41
Sewer Long Term Loan	18,974.49
Due to Revenue Fund (W)	0.00
Due to sewer Revenue Fund (S)	73,030.62
Contribution in Aid of Construct (W	148,940.00
(S) Cont in Aid of Construction	<u>2,445,906.90</u>
Total Long Term Liabilities	<u><u>2,690,862.42</u></u>

TOTAL LIABILITY 2,717,739.29

EQUITY**Surplus**

Retained Earnings	256,937.72
Current Earnings	<u>90,961.02</u>
Total Retained Earnings	<u><u>347,898.74</u></u>

TOTAL EQUITY 347,898.74

LIABILITIES AND EQUITY 3,065,638.03

Generated On: Oct 26, 2022

**Victoria Water & Sewer Commission
Comparative Income Statement**

	Budget Apr 01, 2022 to Mar 31, 2023	Actual Apr 01, 2022 to Sep 30, 2022
REVENUE		
Revenue		
Unmetered Water Revenue	34,778.00	35,217.82
Water-Frontage charge	6,156.00	6,878.22
Sewer Dues	42,921.00	43,800.94
Sewer- Frontage charge	7,513.00	8,901.16
Delayed Payment Charges	100.00	0.00
Gas Tax Funding	0.00	23,576.78
Curb Service Fee	400.00	0.00
Total Revenue	91,868.00	118,374.92
TOTAL REVENUE	91,868.00	118,374.92
EXPENSE		
Water Operating Expenses		
Materials & Supplies	500.00	0.00
Repairs & Maintenance	1,000.00	616.00
Back up Maintenance Operator	1,650.00	412.50
Power or Electricity (W)	5,425.00	844.30
Water Testing Fees	7,000.00	2,371.60
Chemicals	350.00	142.97
Total Operating Expenses	15,925.00	4,387.37
General Expenses		
Bank Service Charge	600.00	239.61
Water Operator	7,260.00	3,630.00
Insurance	3,100.00	1,465.00
Regulatory Commission Fees	1,103.00	0.00
Total General Expenses	12,063.00	5,334.61
Non-Operating Income & Expenses		
Interest on Long-Term Debt	576.00	370.64
Total Non-Operating Income & Expens	576.00	370.64
Sewer Expenses		
Sewer Testing Fees	1,075.00	227.70
Contract Fees For sewer Operator	19,094.00	9,393.94
Repairs & Maintenance (S)	750.00	1,190.29
Property Taxes (S)	575.00	559.09
Electricity (S)	6,700.00	2,773.77
Telephone- Computer (S)	1,170.00	596.42
Sewer Snow Removal	1,650.00	0.00
Backup Operator Expense	0.00	412.47
Wanda L Electricity		
Lighthouse P Electricity		
Sewer Electricity	0.00	875.66
Propane	1,200.00	250.33
Total General Sewer Expenses	32,214.00	16,279.67
Water Expenses		
Causeway Electricity	0.00	1,041.61
Water Snow Removal	550.00	0.00
Total Water Expenses	550.00	1,041.61
TOTAL EXPENSE	93,542.00	43,693.57
NET INCOME	-1,674.00	74,681.35

CCBF Reconciliation		Rural Municipality of Victoria										31-Mar-22
SECTION 1: ALLOCATION AMOUNTS												
14/15 to 23/24	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	Total	
2013-14 Carryover	715.00	-	-	-	-	-	-	-	-	-	715.00	
Allocation Funding	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	1,000,000.00	
Top-Up	-	-	-	-	-	100,000.00	100,000.00	-	-	-	200,000.00	
Interest Earned	120.00	521.47	761.58	1,335.19	1,892.25	1,244.45	141.36	319.04	-	-	6,335.34	
Grand Total	100,835.00	100,521.47	100,761.58	101,335.19	101,892.25	201,244.45	200,141.36	100,319.04	100,000.00	100,000.00	1,207,050.34	
SECTION 2: COMMITMENTS												
Project #	Project Title	CCBF Committed		Start Date	Completion Date	Status						
25.3.1	Water capacity increase and upgrades to water system	715.00		November 1, 2011	March 31, 2015	Complete						
25.4.1	Victoria Old School	-		N/A	N/A	Withdrawn						
25.4.2	Water Monitoring and Replacement of Curb Stops	9,804.80		April 1, 2020	March 31, 2023	Complete						
25.4.3	Dunrovin Shores Greenspace Recreational	27,120.00		August 1, 2017	August 1, 2018	Complete						
25.4.4	Victoria Old Schoolhouse Energy Retrofit	126,500.00		October 1, 2017	December 30, 2018	Complete						
25.4.5	Victoria Seawall Replacement	339,527.36		March 1, 2017	August 31, 2019	Complete						
25.5.1	Update Official Plan and Land Use Bylaw	30,000.00		April 1, 2019	December 31, 2022	Active						
25.5.2	Wharf Sewage Infrastructure	252,000.00		April 1, 2019	March 31, 2023	Active						
25.5.3	Community Sustainability Study	60,500.00		April 15, 2022	December 15, 2022	Active						
25.5.4	Tourism Management Study	-		N/A	N/A	Denied						
25.5.5	Lighthouse Lift Station Back-up Power	50,000.00		March 31, 2020	March 31, 2021	Complete						
25.5.6	Pumphouse Back-up Power	100,000.00		April 1, 2023	December 31, 2023	Active						
25.5.7	Community Hall Energy Retrofit	-		N/A	N/A	Withdrawn						
25.5.8	Public Bathroom Upgrade	45,000.00		April 1, 2025	December 1, 2025	Active						
25.5.9	Fire Hall Roof	-		N/A	N/A	Denied						
25.5.10	Expansion of Drinking Water Services	-		October 1, 2021	March 31, 2022	Active						
25.5.11	Visitor Parking Lot	-		N/A	N/A	Withdrawn						
25.5.12	Phase 2 Water Network Expansion	-		October 1, 2022	March 31, 2023	Active						
25.5.13	Community Beautification	30,000.00		April 1, 2026	December 31, 2026	Active						
25.5.14	Gravel Road to Wastewater Treatment Plant	75,000.00		April 1, 2025	December 31, 2025	Active						
25.5.15	Wastewater Treatment Facility Back-up Power	50,000.00		April 1, 2024	December 31, 2024	Active						
Total		1,196,167.16										
SUMMARY OF COMMITMENTS												
Total Funds Available		Total Commitments		Uncommitted Funds		Percent Committed						
\$1,207,050.34		\$1,196,167.16		\$10,883.18		99						

SECTION 3: EXPENDITURES								
FY 2014/15 to FY 2018/19								
Project #	Project Title	2014-15	2015-16	2016-17	2017-18	2018-19	Total	Balance
25.3.1	Water capacity increase and upgrades to water system	715.00	-	-	-	-	715.00	-
25.4.2	Water Monitoring and Replacement of Curb Stops	-	-	-	4,395.00	-	4,395.00	5,409.80
25.4.3	Dunrovin Shores Greenspace Recreational	-	-	-	-	27,039.01	27,039.01	80.99
25.4.4	Victoria Old Schoolhouse Energy Retrofit	-	-	-	2,801.00	123,379.50	126,180.50	319.50
25.4.5	Victoria Seawall Replacement	-	-	-	1,072.00	228,470.00	229,542.00	109,985.36
	Totals	715.00	-	-	8,268.00	378,888.51	387,871.51	115,795.65
FY 2019/20 to FY 2023/24								
Project #	Project Title	2019-20	2020-21	2021-22	2022-23	2023-24	Total	Balance
25.4.2	Water Monitoring and Replacement of Curb Stops	-	5,409.80	-	-	-	5,409.80	-
25.4.5	Victoria Seawall Replacement	109,985.36	-	-	-	-	109,985.36	-
25.5.1	Update Official Plan and Land Use Bylaw	13,750.00	6,875.00	6,875.00	-	-	27,500.00	2,500.00
25.5.2	Wharf Sewage Infrastructure	-	27,675.12	10,180.50	23,576.79	-	61,432.41	190,567.59
25.5.3	Community Sustainability Study	-	-	-	29,620.80	-	29,620.80	30,879.20
25.5.5	Lighthouse Lift Station Back-up Power	33,036.84	7,499.25	-	-	-	40,536.09	9,463.91
25.5.6	Pumphouse Back-up Power	-	-	-	-	-	-	100,000.00
25.5.7	Community Hall Energy Retrofit	-	-	-	-	-	-	-
25.5.8	Public Bathroom Upgrade	-	-	-	-	-	-	45,000.00
25.5.10	Expansion of Drinking Water Services	-	-	-	-	-	-	-
25.5.11	Visitor Parking Lot	-	-	-	-	-	-	-
25.5.12	Phase 2 Water Network Expansion	-	-	-	-	-	-	-
25.5.13	Community Beautification	-	-	-	-	-	-	30,000.00
25.5.14	Gravel Road to Wastewater Treatment Plant	-	-	-	-	-	-	75,000.00
25.5.15	Wastewater Treatment Facility Back-up Power	-	-	-	-	-	-	50,000.00
	Totals	156,772.20	47,459.17	17,055.50	53,197.59	-	274,484.46	533,410.70
SUMMARY OF EXPENDITURES								
Total Funds Available		Total Expenditures			Balance		Percent Spent	
\$1,207,050.34		\$662,355.97			\$544,694.37		55	
This is to certify that I have fully reviewed and agree with the information above				This is to certify that I have fully reviewed and agree with the information above				
Signature of CAO				Signature of Chairperson				
Date				Date				
Please apply seal over signature(s)				Please apply seal over signature(s)				
The information contained on this sheet is gathered from past AER's, applications, and other sources. While we make every effort to ensure the accuracy of this data, it the responsibility of each municipality to confirm that the information is correct according to their own records. If you have any reason to believe that some figures are wrong, please contact our office to have the error rectified. Your signature indicates that you have checked the information against your own records, and that you								

Rural Municipality of Victoria
Support for Water and Sewer Commission Discussion Item
Follow up from Hurricane Fiona
October 27, 2022

Situation

Council asked that the Water and Sewer Commission consider any concerns that arose as a result of Hurricane Fiona and address them as they see appropriate and report back to Council.

Background

- There were a number of issues that developed during Hurricane Fiona including:
 - Concerns over the quality of the water when power was restored.
 - Concerns over the fact that the back up generator at the lift station at the LightHouse did not automatically start up when the power went out

Analysis

- The Commission should consider the above concerns as well as any others that they are aware.

Recommendation

The WSC direct the CAO as appropriate to address the concerns.



Stantec Consulting Ltd.
1199 Main Street
Moncton NB E1C 1H9

September 13, 2022

Project/File: Victoria Causeway Watermain Repairs

Keith Dewar

Rural Municipality of Victoria
730 Victoria Road
Victoria, PE

Dear Mr. Dewar,

Reference: Victoria Causeway Watermain Repairs – Revision 1

Following the site inspection on July 21st, 2022 at the Victoria Causeway, Stantec Consulting Ltd. (Stantec) is pleased to provide the following proposal with two available options to address the temporary watermain repairs conducted on the Victoria Causeway.

Project Scope

The following proposal is broken into two presented options for design where required based on approved funding:

Option 1: Preliminary Repairs

- Detailed design to address repairs on the watermain located along the bridge causeway in Victoria, PE complete with:
- Design Drawings
- Approval request to Regulatory Authorities
- Structural review on bridge attachments
- Electrical review on heat trace
- Tentative schedule of design completion: 8 weeks following authorization to proceed

Based on the above scope of work, the estimated lump sum fee breakdown for engineering services is shown below. Please note that all fees shown exclude HST.

Design (lump sum): \$15,900

Construction services estimate (time and materials): \$4,500

Reference: Victoria Causeway Watermain Repairs

Option 2: Capacity Analysis Study and Design for Growth Potential

A secondary option can be considered which involves the review of the current capacity within the existing mains and design for expected future potential growth can be considered. An additional scope of design work to be completed following the preliminary repairs is as follows:

- Investigation of the capacity of the existing watermain system and expected population growth
- Detailed Design of the water service distribution through the causeway if capacity is expected to be exceeded based on expected population growth
- Structural review on bridge attachments
- Electrical review on heat trace, alarm, and generator system
- Tender package
- Tentative schedule of design completion – 10 weeks following authorization to proceed

Based on the above scope of work, the estimated lump sum fee breakdown for engineering services is shown below. The design fee includes the effort required to complete Option 1. Please note that all fees shown exclude HST.

Design (lump sum): \$25,400

Construction services estimate (time and materials): \$7,500

Closure

Attached is a copy of Stantec's Standard Terms & Conditions. If you are in agreement with the above scope of work and fee, please sign the below and return the letter along with the Terms & Conditions attached.

Stantec Consulting Ltd. appreciates the opportunity to provide this proposal to the Rural Municipality of Victoria for the above outlined scope of work.

Stantec reserves the right to adjust budget with adjusted scope change.

This document and the information contained within it is proprietary to Stantec and shall not be reproduced or transferred to other documents, or disclosed to others, or used for any purpose other than that for which it is furnished without prior written permission of Stantec. No portion of it shall be used in the formulation of a Request for Proposal for open bid, now or in the future, by the agencies and/or persons who may see it in the process of review, without the prior written permission of Stantec.

This proposal shall remain valid for 90 days from the date of submission.

Reference: Victoria Causeway Watermain Repairs

We trust that this proposal is in accordance with your requirements. Should you have any questions or require clarification on any element of this proposal, please feel free to contact the undersigned at any time. Thank you for your time and consideration.

Best regards,

STANTEC CONSULTING LTD.



Krista Flanagan P.Eng.
Civil Engineer
Phone: 506-800-6979
Mobile: 506-229-2418
krista.flanagan@stantec.com



Darrell Fisher P.Eng., FEC
Civil Engineer
Mobile: 506-393-9563
darrell.fisher@stantec.com

stantec.com

Attachment: Standard Terms and Conditions

By signing this proposal, Rural Municipality of Victoria Client Company Name authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 27 of October, 2022.
Day Month Year

Per: Rural Municipality of Victoria
Client Company Name

Keith Dewar, CAO
Print Name & Title


Signature



The following Terms and Conditions are attached to and form part of a proposal for services to be performed by Consultant and together, when the Client authorizes Consultant to proceed with the services, constitute the Agreement. Consultant means the Stantec entity issuing the Proposal.

DESCRIPTION OF WORK: Consultant shall render the services described in the Proposal (hereinafter called the "Services") to the Client.

TERMS AND CONDITIONS: No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the Client and Consultant. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This Agreement supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

COMPENSATION: Payment is due to Consultant upon receipt of invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Consultant, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. The Client will make payment by Electronic Funds Transfer when requested by Consultant.

NOTICES: Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

TERMINATION: Either party may terminate the Agreement without cause upon thirty (30) days notice in writing. If either party breaches the Agreement and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the Client of Consultant's invoices within 30 days of Consultant rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of Consultant are terminated. On termination by either party, the Client shall forthwith pay Consultant all fees and charges for the Services provided to the effective date of termination.

ENVIRONMENTAL: Except as specifically described in this Agreement, Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. Consultant is entitled to rely upon information provided by the Client, its consultants, and third-party sources provided such third party is, in Consultant's opinion, a reasonable source for such information, relating to subterranean structures or utilities. The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses and/or expenses, direct and indirect, or consequential damages relating to subterranean structures or utilities which are not correctly identified in such information.

PROFESSIONAL RESPONSIBILITY: In performing the Services, Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the Services at the time and the location in which the Services were performed.

INDEMNITY: The Client releases Consultant from any liability and agrees to defend, indemnify and hold Consultant harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the sole negligence of Consultant.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims the Client may have against Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and/or breach of contract, shall be strictly limited to the lesser of professional fees paid to Consultant for the Services or \$50,000.00. No claim may be brought against Consultant more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Consultant and not against any of Consultant's employees, officers or directors.

Consultant's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Consultant shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and/or loss of markets.

In no event shall Consultant's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All of the documents prepared by or on behalf of Consultant in connection with the Project are instruments of service for the execution of the Project. Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used for any other purpose without the prior written consent of Consultant. In the event Consultant's documents are subsequently reused or modified in any material respect without the prior consent of Consultant, the Client agrees to defend, hold harmless and indemnify Consultant from any claims advanced on account of said reuse or modification.

Any document produced by Consultant in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Consultant, which may be withheld at Consultant's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Consultant's standard form reliance letter.

Consultant cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify and hold Consultant, its officers, employees, Consultant's and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Consultant, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Consultant's written consent.



FIELD SERVICES: Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the Project, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. Consultant shall not be the prime contractor or similar under any occupational health and safety legislation.

GOVERNING LAW/COMPLIANCE WITH LAWS: The Agreement shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed. Consultant shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

DISPUTE RESOLUTION: If requested in writing by either the Client or Consultant, the Client and Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of the Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Consultant from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ASSIGNMENT: The Client shall not, without the prior written consent of Consultant, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

SEVERABILITY: If any term, condition or covenant of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall be binding on the Client and Consultant.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract, labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Consultant for services rendered.

COVID-19: The parties acknowledge the ongoing COVID-19 pandemic and agree that the fee and schedule in the proposal is based on what is currently understood. Where conditions change, the parties may have further discussions to manage and mitigate the impact of this evolving situation on the Project.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts, or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

Rural Municipality of Victoria
Support for Discussion Item
Budget Estimates for the Sewage Upgrades on the Wharf and Repair of the Water Line over the
Causeway
November 14, 2022

Situation

The Water & Sewer Commission (WSC) discussed the scope for both these projects at their meeting of October 27, 2022 and have agreed on a revised scope for the sewage upgrades on the wharf and the repair to the water line over the causeway. This will necessitate changes in the allocation of funding under the Canada Community Building Fund (CCBF) direct allocation funding as well as with the Municipal Strategic Component funding that was approved for the sewage upgrades on the wharf.

Background

- Sewage upgrades on the wharf
 - These upgrades have been directed by the province due to environmental concerns as well as our own concerns over the stability of this system.
 - Discussions on this project started during the 2019 fiscal year.
 - An RFP was issued earlier this year and resulted in only one bidder responding with a cost approximately double the available budget - approximately \$730,000 bid versus a budget of approximately \$440,000.
 - The WSC had to reconsider the scope of the project and after extensive discussions with the province as well as the engineers arrived at a new scope which they approved at the meeting of October 27, 2022.
- Water line over the causeway
 - Repairs were made to the water line over the causeway last January which resulted in the water being labeled as non-potable by the province.
 - The province directed the RMV address the non-potable status and required that the project be led by an engineer.

Analysis

- Sewage upgrades to the wharf
 - The estimate for the new budget is approximately \$273,000, a significant reduction from the previous budget of approximately \$440,000.
 - The engineers have been asked to ensure that the revised scope will be acceptable to the province.
 - While not ideal, the WSC, based on their own analysis as well as the recommendation from the engineers, understood that the revised scope would address the most significant concerns for a reasonable period of time.
- Water line over the causeway
 - The WSC considered the option of analyzing the capacity of the water system to expand and make the upgrades required at this time. The WSC recognized the limited amount of funding available. By agreeing to the option of using a carrier pipe that was capable of holding a 4inch pipe the WSC believe they have struck an appropriate balance on this project.
 - The WSC recommended that Stantec be appointed engineers for this project.

Recommendation:

The RMV approve the WSC proceed to obtain provincial approval for funding from the CCBF for the revised sewage upgrade project for the wharf.

The RMV approve the WSC proceed to obtain provincial approval for funding from the CCBF for addressing the non-potable water status due to issues with the water system infrastructure on the causeway.

Dear CAO,

This note is for inclusion in November 14, Council Meeting - following the report from Planning Committee. (*Please read to the meeting*)

With this email, I wish to submit my resignation from the Planning Board, effective immediately.

The current drafts of "*Rural Municipality of Victoria (Vision 2036) Official Plan*" and "*Rural Municipality of Victoria (Vision 2036) Zoning & Subdivision Control Bylaw*", are now almost four years in the drafting, rendering them out of date. Considering the speed with which our municipality is changing, it will be in the best interests of the new Council, and the municipality to re-start the entire planning process from the beginning.

Jean McCardle

RURAL MUNICIPALITY OF VICTORIA - PLANNING DECISIONS
CALENDAR JANUARY 1, 2022 - DECEMBER 31, 2022

<u>PERMIT #</u>	<u>APPLICANT</u>	<u>ADDRESS</u>	<u>DETAILS</u>	<u>PID #</u>	<u>DATE OF APPLICATION</u>	<u>APPROVAL/DENIAL</u>
V-21-13	G.&P. Ijsselstein	8 Main Street	Change of use on front portion of building 25'x13' (first storey) to be an artist and handicraft studio	207589	02/25/2022	Approved
V-22-01	Barbara Nymark	29 Main Street	Replace deck with a 10'x16' enclosed deck with a roof	207886	04/22/2022	Approved
V-20-04	David MacLeod	15 Rovis Beach Lane	Frame two storey dwelling unit	1063726	06/28/2022	Approved
V-22-02	Russ & Lee Bryden; Annabel Roberts	Lots 02-A & 02-B	Boundary adjustment	496331/1088327	03/10/2022	In Progress
V-22-03	Tom & Pam Wright	4 Jude Street	Build a fence	1045988	08/07/2022	Approved
V-22-04	J. B. Clapson	18 Wanda St.	Replace front steps with wheelchair accessible ramp	1048206	09/22/2022	Approved
V-22-05	Sharlene MacEachern	30 Rovis Beach Ln	Add solar panels	624569	10/06/2022	Approved
V-22-06	Ralph & Faye MacDonald	14 Wanda St.	New home build	1057959	10/25/2022	Approved

Rural Municipality of Victoria

Comparative Income Statement

	Budget Apr 01, 2022 to Mar 31, 2024	Actual Apr 01, 2022 to Oct 31, 2023
REVENUE		
General Revenue		
Taxation Real Property	111,400.00	66,094.00
Gas Tax Revenue	60,500.00	29,620.80
MCEG Grant	5,500.00	0.00
Property Tax Grant	3,200.00	0.00
Outside Fire Dues	8,290.00	4,634.00
Lighthouse Rentals	500.00	500.00
Community Hall Rentals	6,500.00	6,150.00
Old School Rentals	3,500.00	2,552.50
Development Permits	3,500.00	600.00
Govt Grant - Wage Subsidies	7,300.00	8,819.58
Victoria Welcome Centre Rentals	500.00	0.00
Income - Other	100.00	1,390.03
Total General Revenue	<u>210,790.00</u>	<u>120,360.91</u>
TOTAL REVENUE	<u>210,790.00</u>	<u>120,360.91</u>
EXPENSE		
General Government		
Auditing Fees - General Govt	10,000.00	9,900.00
Advertising - General Govt	1,000.00	464.50
Bank Charges - General Govt	550.00	195.68
Dues - General Government	600.00	440.00
Honorarium - General Govt	5,500.00	900.00
Insurance - General Government	5,000.00	5,131.00
Office Supplies - General Govt	5,500.00	3,501.80
Bank Int on Loans - General Govt	1,300.00	1,447.75
Telephone - General Govt	2,100.00	1,216.81
Travel & Training - General Govt	100.00	0.00
CAO Salary - General Govt	16,970.00	8,580.00
Administrative Staff - General Govt	37,950.00	14,751.88
CPP Expenses - General Govt	5,275.00	845.47
EI Expenses - General Govt	0.00	822.44
Maintenance - General Govt	0.00	344.04
Legal & Consulting Fees - Gen Govt	55,500.00	59,300.72
Accounting Fees - General Govt	3,750.00	3,010.00
Community Events - General Govt	250.00	49.00
ByElection/Election - General Govt	3,000.00	150.00
Misc Expenses - General Govt	250.00	0.00
Seasonal Wages - Gen Maintenance GG	8,060.00	10,850.00
Share allocated to Water & Sewer	-32,618.00	0.00
Total General Government	<u>130,037.00</u>	<u>121,901.09</u>

Community Hall		
Electricity - Community Hall	1,200.00	172.79
Heat - Community Centre	2,300.00	966.99
Fire Insurance - Community Hall	3,750.00	3,812.00
Property Taxes - Community Hall	1,420.00	1,370.00
Repairs & Maintenance - Comm Hall	1,500.00	4,500.69
Water & Sewer - Community Hall	920.00	746.00
Snow Removal - Community Hall	625.00	0.00
Depreciation - Community Hall	6,500.00	0.00
Total Community Centre	<u>18,215.00</u>	<u>11,568.47</u>

Fire Dept		
Electricity - Fire Dept	1,200.00	385.93
Heat - Fire Dept	3,300.00	527.13
Fire Insurance - Fire Dept	1,350.00	1,365.00
Truck Insurance - Fire Dept	1,800.00	1,751.00
Property Taxes - Fire Dept	720.00	699.00
Building Rep & Maint - Fire Dept	500.00	105.45
Messaging & Pagers - FD	3,500.00	1,705.55
Water & Sewer - Fire Dept	985.00	856.00
Fire Equipment - Fire Dept	500.00	0.00
Telephone & Internet - Fire Dept	1,600.00	886.74
Office Supplies - Fire Dept	200.00	0.00
Training - Fire Dept	4,000.00	0.00
Medical Supplies - Fire Dept	300.00	0.00
Truck Fuel - Fire Dept	600.00	0.00
Lawn Mowing - Fire Dept	375.00	480.00
Waste - Fire Dept	250.00	154.00
Truck/Equipment Repairs - Fire Dept	1,500.00	0.00
Membership Dues - Fire Dept	800.00	0.00
Snow Removal - Fire Dept	600.00	0.00
Depreciation - Fire Dept	375.00	0.00
Total Fire Dept	<u>24,455.00</u>	<u>8,915.80</u>

Dunrovin Green Space		
Lawn Mowing - Dunrovin GS	525.00	1,500.00
Water & Sewer - Dunrovin GS	490.00	428.00
Repairs & Maint - Dunrovin GS	100.00	0.00
Dunrovin Total	<u>1,115.00</u>	<u>1,928.00</u>

Old School		
Electricity - Old School	5,000.00	1,510.53
Fire Insurance - Old School	2,800.00	2,899.00
Property Taxes - Old School	3,050.00	2,902.80
Repairs & Maintenance - Old School	1,000.00	153.00
Water & Sewer - Old School	1,475.00	1,284.00
Cleaning - Old School	0.00	338.53
Waste - Old School	500.00	308.00
Supplies - Old School	350.00	104.46
Lawn Mowing - Old School	450.00	900.00
Snow Clearing - Old School	1,750.00	0.00
Share allocated to W&S - Old School	-1,310.00	0.00
Depreciation - Old School	16,000.00	0.00
Total Old school	<u>31,065.00</u>	<u>10,400.32</u>

Planning		
Applic - Expenses - Planning		
Applic - Legal & Consult - Planning		
Total General Planning Expenses	9,500.00	2,413.74
Official Plan - Expenses		
Official Plan - Legal & Consulting		
Total OP & Bylaw Updates Expenses	5,500.00	6,234.80
Planning	15,000.00	8,648.54
Street Lights		
Street Lights - General	3,000.00	1,703.10
Total Street Lights	3,000.00	1,703.10
Lighthouse		
Property Taxes - Lighthouse	35.00	233.00
Repairs & Maint - Lighthouse	1,500.00	1,362.91
Lawn Mowing - Lighthouse	300.00	420.00
Total Lighthouse	1,835.00	2,015.91
Welcome Centre & Washrooms		
Water and Sewer - Welcome Ctr	1,475.00	1,284.00
Garbage - Welcome Centre	650.00	693.31
Maintenance - Welcome Ctr	250.00	360.00
Supplies - Washrooms/Welcome Centre	1,000.00	1,779.00
Washroom Maintenance - Welcome Ctr	1,500.00	758.21
Property Tax - Welcome Ctr	490.00	497.00
Insurance - Washrooms	125.00	108.00
Depreciation - Welcome Centre	11,000.00	0.00
Visitor Centre Costs	16,490.00	5,479.52
Victoria Park		
Repairs & Maint - Victoria Park	0.00	20.00
Water & Sewer - Victoria Park	525.00	456.00
Total Victoria Park	525.00	476.00
Waterfront Heritage Site		
Sewer & Water - Waterfont	490.00	428.00
Repairs & Maintenance - Waterfont	100.00	0.00
Property Tax - Waterfont	580.00	661.00
Lawn Mowing - Waterfont	150.00	360.00
Depreciation - Seawall	25,000.00	0.00
Interest on Property Loan	750.00	275.79
Total Waterfront Heriage Site	27,070.00	1,724.79
TOTAL EXPENSE	283,807.00	183,410.08
NET INCOME	-73,017.00	-63,049.17

Generated On: Nov 09, 2022

Combined Maintenance Total	Budget	Actual to date
	4,950.00	6,846.09

Rural Municipality of Victoria

Balance Sheet As at Oct 31, 2022

ASSET

Current Assets

Petty Cash	250.00
Government Transfer Received	0.00
Gas Tax Bank NS	296,920.48
General Chequing Account	18,307.06
Cash and Cheques to Deposit	500.00
VISA - DO NOT USE	0.00
Fire Visa - DO NOT USE	0.00
V W Heritage Program Funding Acc	0.00
Term Deposits	0.00
Accounts Receivable	28.75
G S T Receivable	0.00
MCEG Receivable	1,250.00
Due from Water COM. Rev Fund	95,973.38
Due from Water Com. Cap. Fund	0.00
Loan Advance Sewer Commission	0.00
Short Term Loan Victoria Water Comm	4,010.43
Accrued interest Receivable	0.00
Prepaid Taxes	0.00
Projects in Progress	0.00
Victoria Waterfront Heritage Site	0.00
Due to New deals Account	0.00
AR Gas Tax	0.00
H S T Receivable	2,721.13
Due from Water & Sewer Account	3,423.63
Prepaid Expense & Deposits	611.00
Total Current Assets	<u>423,995.86</u>

Reserve Funds

Municipal Reserve	<u>542.99</u>
Total Reserves	<u>542.99</u>

Fixed Assets

Land	164,814.09
Land Improvements	177,723.93
seawall	550,470.80
Victoria Community Centre/Playhouse	73,060.00
Improvements To Centre	300,000.00
Olde School House	675,922.74
Fire Hall	51,700.00
Victoria Heritage Site Bldg &Struc	136,157.07
Old School -Equipment	16,465.35
Fire Hall Equipment	12,167.10
Welcome Centre	0.00
Furniture & Equipment	2,699.50
Fire Dept Equipment	0.00
Accumulated Depreciation	<u>-563,048.92</u>
Total fixed Assets	<u>1,598,131.66</u>

TOTAL ASSET 2,022,670.51

LIABILITY

Current Liabilities

Operating Loan - LOC 45,000.00

Visa Payable		1,110.33
Accounts Payable		42,524.82
G S T Payable		0.00
HST Payable		4,593.84
CPP Payable	0.00	
EI Payable	0.00	
Federal/Provincial Tax Payable	<u>0.00</u>	
Total Payroll Taxes Payable		0.00
Defered Revenue General	0.00	
Deferred Rev GT	<u>296,919.73</u>	
Receiver General Payable		296,919.73
Vacation Payable		<u>0.00</u>
Total Current Liabilities		<u>390,148.72</u>

Long Term Liabilities

Long Term Loans - Community		0.00
Loan term Loan Mac Aurhur PPTY		26,863.39
Long Term Loans Fire Dept		<u>0.00</u>
Total Long Term Debt		<u>26,863.39</u>

TOTAL LIABILITY 417,012.11

EQUITY

Earnings

Retained out of Grants & Revenues		1,551,292.14
Retained Earnings		108,766.89
Current Earnings		-54,400.63
Appropriated Reserve		0.00
Reserved for Com. Hall Improvements		0.00
V W Heritage Project Funding Reserv		<u>0.00</u>
Total Earnings		<u>1,605,658.40</u>

TOTAL EQUITY 1,605,658.40

LIABILITIES AND EQUITY 2,022,670.51

Generated On: Nov 09, 2022

CAO's Report to Council November 2022

This will be my past report to Council and the residents of the Rural Municipality of Victoria (RMV). The transition of the financial accounting responsibilities over to our Finance and Administrative Assistant (FAA) has been completed. Council will be asked to approve Hilary Price as an interim CAO at this meeting. The combination of Marsha's growing knowledge and her accounting and administrative skills and Hilary's significant experience as the RMV's CAO should ensure that the new Council is well supported in starting their term. I wish the new Council, CAO and FAA all the best and much success. If either Council, the CAO or the FAA have any questions or if I can be of any support just ask.

Here are some of the more significant activities I have participated in since my last report.

- Various meetings with the Mayor, Municipal Elections Officer and our Finance and Administrative Assistant to discuss operational matters and improving how we do our work.
- Various communications with residents asking questions related to possible development applications.
- Supporting and attending a meeting of the Water & Sewer Commission.
- Follow up of noise and odour complaint.

Decisions items

- The decision items are contained in other sections of the agenda.

If you have any questions, suggestions or concerns please pass them on so they can be addressed by the CAO or considered by Council.

Respectfully submitted

Keith Dewar, Chief Administrative Officer

Request

1 message

helen@merrypopins-pe.ca <helen@merrypopins-pe.ca>
To: victoriamunicipalitei@gmail.com

Thu, Oct 27, 2022 at 5:40 PM

Hello Marsha,

Thank you for returning my call today. Merry Pop-Ins is going to buy the former Funeral Home in Crapaud and we are applying for funding through a Federal initiative for a barrier free washroom and playground. We have been recommended to have letters of support from the businesses and communities we serve. (See attached letter from our MP)

I am writing to ask if the Rural Municipality of Victoria would write a letter – it is needed by Monday October 31st. My apologies for the late request.

Kind regards,

Helen

 **Heath MacDonald ESDC MPI support letter 2023.pdf**
125K

MALPEQUE

PO Box 220
Unit 2, 4 Meadowbank Road
Cornwall, PE C0A 1H0
1-800-442-4050



HOUSE OF COMMONS
CHAMBRE DES COMMUNES
CANADA

OTTAWA

110 Confederation Building
Ottawa, ON K1A 0A6
Heath.Macdonald@parl.gc.ca

Heath MacDonald
Member of Parliament/député
Malpeque

Employment and Social Development Canada/Enabling Accessibility Program

October 27, 2022

To Whom It May Concern,

Please consider this letter of support for the Merry Pop-Ins Childcare Centre's application to the Enabling Accessibility Fund Small Projects Component - Early Learning and Childcare.

Merry Pop-Ins Childcare Centre has provided an important service to the Prince Edward Island South Shore region for many years. There is no doubt current and future clients and employees would benefit from the installation of a barrier free washroom and playground at this facility.

With PEI experiencing an aging demographic and labour shortages, and the economic impact of this issue, it is imperative that we make more spaces such as Merry Pop-Ins Childcare Centre fully accessible. To do so enables greater inclusivity and diversity, thereby meeting the needs of parents, children, employees, employers, and ultimately, the community. To build with accessibility in mind is to build for everyone.

Your consideration is appreciated.

Sincerely,

A handwritten signature in black ink that reads 'J. Heath MacDonald'.

Heath MacDonald, Member of Parliament
Malpeque

RURAL MUNICIPALITY OF VICTORIA
P.O. BOX 7
730 VICTORIA ROAD
VICTORIA, PE COA 2G0
Tel No: (902) 658 2541
Email: victoriamunicipaltypei@gmail.com

To Whom it may Concern:

Please consider this letter of support for the Merry Pop-Ins Childcare Centre's application to the Enabling Accessibility Fund Small Projects Component - Early Learning and Childcare. Current and future clients and employees will benefit from the installation of a barrier free washroom and playground at this facility.

Merry Pop-Ins Childcare Centre has provided a quality essential service to the Prince Edward Island South Shore region for many years. I can speak personally as my grandson attended Merry Pop-Ins as a preschooler and subsequently attended the Merry Pop-Ins afterschool program at Englewood School.

It is essential for parents to have a safe, affordable, quality childcare centre in this region. Merry Pop-Ins will continue to provide this service for our community.

On behalf of the Rural Municipality of Victoria, I heartily endorse this application.

Sincerely,

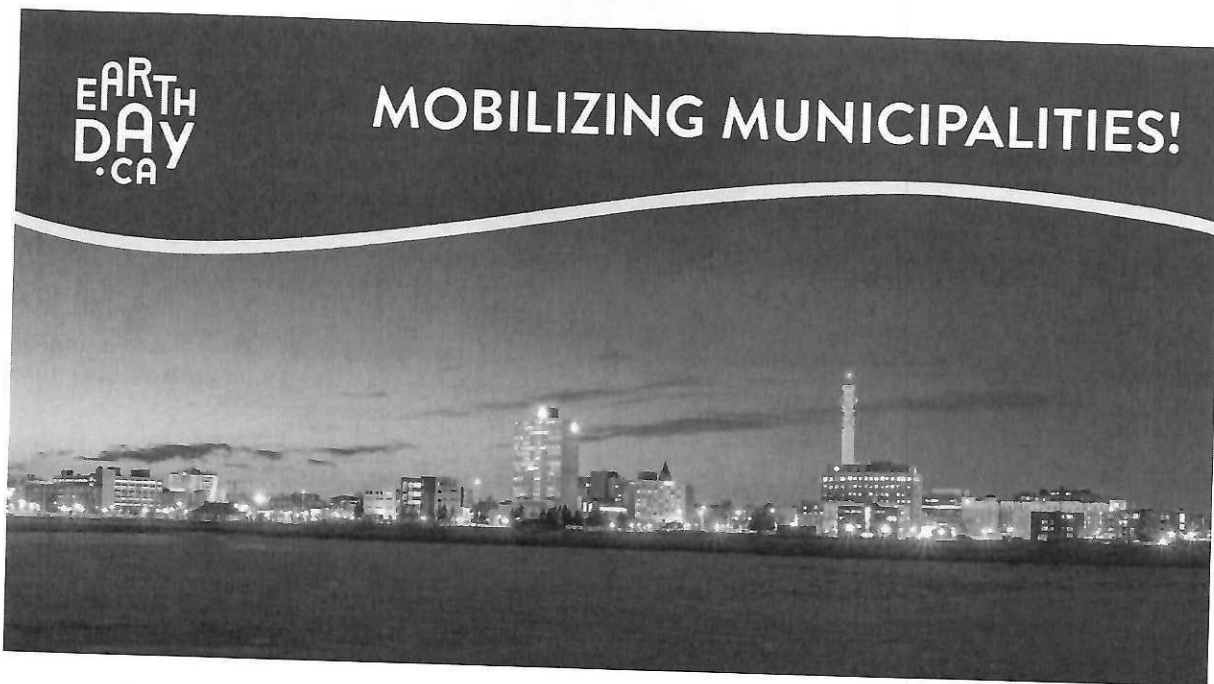
Pat Stunden Smith
Acting Mayor

Registration for the 2023 Mobilizing Municipalities campaign is open! ●

1 message

Earth Day Canada <infolettre@jourdelaterre.org>
Reply-To: Earth Day Canada <infolettre@jourdelaterre.org>
To: *|FNAME|* *|LNAME|* <victoriamunicipalitei@gmail.com>

Tue, Oct 18, 2022 at 8:44 AM



**Join the movement
of Mobilizing Municipalities 2023!**

Municipal governments have a firsthand understanding of community needs and are capable of greater agility to take swift concrete measures, with effects that ripple well beyond local spheres.

You can make a tangible impact in your community.

The Earth Day Canada Mobilizing Municipalities campaign is the opportunity for Canadian municipalities to rally together and celebrate Earth Day, showing their environmental commitment by taking action and inspiring others to do the same.

We're ramping it up for 2023!

By hosting and sharing your events, you will not only be inspiring many other municipalities to participate, but individuals, organizations and businesses...
across Canada!

Share the details of your event(s) to the Earth Day Canada Calendar of Activities by April 1st to shine a spotlight on your activities and encourage participation.



[REGISTER HERE](#)

To celebrate Earth Day you will receive...

- a **communications toolkit** at the beginning of the year, containing everything you will need to share the Earth Day 2023 campaign and your local event
- a **spotlight** on your environmental actions, highlighted on a **virtual map**
- **ideas and assistance planning your event** (*upon request*)



FOR MORE INFORMATION, CONTACT US

Have questions? Looking for event ideas? Reach out to our Development Officer **Phoebe Landers** directly at any time!

EMAIL PHOEBE
