

Rural Municipality of Miltonvale Park
A Bylaw to provide for entering into an Agreement regarding Shared Services

Bylaw # 2021 – 14

BE IT ENACTED by the Council of the Rural Municipality of Miltonvale Park as follows:

1. Title

1.1. This bylaw shall be known and cited as the “Shared Services Bylaw.”

2. Authority

2.1. Subsection 138.(1) of the *Municipal Government Act* R.S.P.E.I. 1988, Cap. M-12.1., enables Council to enter into an agreement, if authorized by bylaw, with another Council for the provision of any service which each has the power to provide within its own boundaries.

3. Application

3.1. This bylaw applies to Council. It enables Council to enter into an agreement with another Council for the sharing of services.

4. Definitions

4.1. “Act” means the Municipal Government Act.

4.2. “Chief Administrative Officer” or “CAO” means the administrative head of a municipality as appointed by council under subsection 86(2)(c) of the *Municipal Government Act*.

4.3. “Council” means the mayor and other members of the council of the municipality.

4.4. “Councillor” means a member of council other than the mayor.

5. General

5.1. The Council may enter into an agreement with the municipalities listed in section 5.2 for the purposes of sharing the following services:

(a) planning and development services

5.2. Council wishes to enter into an agreement with the following municipalities for the sharing of services:

i. Rural Municipality of North Shore

ii. Rural Municipality of Kingston

5.3. The agreement with municipalities listed above in section 5.2 is attached to this bylaw and identified as “Appendix A” and it forms part of this bylaw.

5.4. The Mayor and Chief Administrative Officer (CAO) of the Rural Municipality of Miltonvale Park are hereby authorized to sign and execute the attached agreement identified as "Appendix A".

5.5. This bylaw shall come into force and take effect immediately upon approval.

6. Effective Date

6.1. This Shared Services Bylaw, Bylaw# 2021 – 14, shall be effective on the date of approval and adoption below.

First Reading:

This Shared Services Bylaw, Bylaw# 2021 – 14, was read a first time at the Council meeting held on the 21st day of April , 2021.

This Shared Services Bylaw, Bylaw# 2021 – 14, was approved by a majority of Council members present at the Council meeting held on the 21st day of April, 2021.

Second Reading:

This Shared Services Bylaw, Bylaw# 2021 – 14, was read a second time at the Council meeting held on the 19th day of May, 2021.

This Shared Services Bylaw, Bylaw# 2021 – 14, was approved by a majority of Council members present at the Council meeting held on the 19th day of May, 2021.

Approval and Adoption by Council:

This Shared Services Bylaw, Bylaw# 2021 – 14, was adopted by a majority of Council members present at the Council meeting held on the 19th day of May, 2021.

7. Signatures

Mayor (signature sealed)

Chief Administrative Officer (signature sealed)

This Shared Services Bylaw adopted by the Council of the Rural Municipality of Miltonvale Park on May 19, 2021 is certified to be a true copy.

Chief Administrative Officer Signature

Date

Appendix A of the Shared Services Bylaw

Note: this Appendix forms part of the bylaw and may only be amended in accordance with Part 5 Division 2 of the Act.

Fundamentals of the agreement:

The Parties and their Contact information:

Rural Municipality of Miltonvale Park

7 B New Glasgow Road-Rte 224

North Milton PE C1E 0S7

(902)368-3090

admin@miltonvalepark.com

Rural Municipality of Kingston

PO Box 648, Cornwall Post Office, Cornwall, PE, C0A 1H0

(902) 675-3670

Alancurtismiller@gmail.com

Rural Municipality of North Shore

2120 Covehead Road, Rte. #25, York, PEI C0A 1P0

(902) 672-2600

administrator@northshorepei.ca

Objectives

The three municipalities listed above agree to share the services of Michael Olubiyi for a period of at least one year.

Division of Responsibilities:

The Rural Municipality of Miltonvale Park will be Mr. Olubiyi's employer, and will calculate and pay wages biweekly, and calculate and submit mandatory employer related costs (CPP, EI, Income Tax and WCB) as required.

The Rural Municipality of Kingston and the Rural Municipality of North Shore shall contract the services of Mr. Olubiyi from his employer, the Rural Municipality of Miltonvale Park

Job supervision - The CAO of each municipality is responsible for providing a job description, training and supervision, and performance feedback, for Mr. Olubiyi as he performs work for their municipality.

Mr. Olubiyi will provide biweekly, on every second Monday, a timesheet to each municipal CAO, for the hours worked in their municipality and these timesheets will also be provided to the CAO for Miltonvale Park, for payroll records.

Scheduling

Mr. Olubiyi is responsible for prioritizing his time between the municipalities, taking into account the priorities and needs of each municipality. It is expected that he would work approximately 13 hours for the Rural Municipality of Miltonvale Park, 16 hours for North Shore and 5 hours for Kingston weekly, although these numbers may be flexible, depending on the activity in each municipality during each period.

Cost

The Rural Municipality will pay Mr. Olubiyi biweekly, and will invoice the other municipalities at the end of each four-week period, for the hourly cost of Mr. Olubiyi's wages allocated to their municipalities, plus vacation pay, Workers' Compensation Board of PEI costs of \$1.09/ \$100, and an amount equivalent to the EI and CPP employer remittance portions (calculated proportionately according to the percentage of hours worked in each pay period). Payment from the municipalities to Miltonvale Park is expected within 21 days. Any additional insurance costs incurred by The Rural Municipality of Miltonvale Park related to work performed under this contract shall be billed to the other two municipalities on a proportional basis (based on hours worked).

Training costs – The Municipalities will share the costs of the membership to the Atlantic Bylaw Officer Association (\$100 annually) and training opportunities, (up to \$400 in total, annually) applicable to Development Officers offered locally or virtually, in the following cost sharing ratio. Kingston -15%; Miltonvale Park -40% and North Shore – 45%. If other training opportunities arise, the CAOs and Municipal Mayors would negotiate an agreement for cost-sharing that is acceptable to all municipalities. If Mr. Olubiyi requires First Aid training to comply with WCB requirements, the costs of this training would also be shared in the above ratio.

The three municipalities agree to share the full-time hiring of Development Officer Michael Olubiyi for a period of at least one year, if his job performance is satisfactory.

Wages and working conditions –The Municipalities shall notify the Council Office for the Rural Municipality of Miltonvale Park of their wage rates.

Expenses

The municipalities shall reimburse expenses, such as mileage, postage, paper and office supplies directly to Mr. Olubiyi as they are invoiced by him, in such amounts as they have agreed.

Working Conditions

Each Municipality will provide a workplace which meets the regulations of the Occupational Health and Safety Act, and Employment Standards Act, and the Municipal Government Act, including a code of conduct for employees, a workplace free of harassment, including a Workplace Harassment Policy, a Work Alone Policy, and taken any necessary steps to prevent workplace violence.

Notice of Termination

The first six months of employment is considered a probationary period. During this period, the employer may terminate an employee without any requirement for notice or

compensation. The employee, likewise, can terminate their employment without any requirement for notice or penalty. Between six months- five years employment, the municipality must give Mr. Olubiyi two weeks' notice or pay in lieu of notice. If there is just cause for dismissal, notice requirements are waived. After six months, Mr. Olubiyi must provide one week's written notice to terminate his employment.

At the end of the one-year contract that is required by Immigration, the Municipalities can decide whether to continue sharing the services of the Development Officer through this agreement, or the agreement can be dissolved and the Municipalities can choose to retain Mr. Olubiyi as an employee, or not, on their own terms.

Dispute Resolution – In the event of any disputes

The CAOs and/or Mayors will meet to discuss any disputes. FPEIM or staff at Municipal Affairs will be asked to mediate if it is deemed necessary, as agreed to by the designated representative from each Municipality.

