

Rural Municipality of Kingston, PEI
A Bylaw to provide for entering into an Agreement regarding Shared Services
Bylaw # 2025 – 01

BE IT ENACTED by the Rural Municipality of Kingston 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
- (b) Bylaw enforcement
- (c) Clerical Services
- (d) Legal Services

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

- i. Rural Municipality of West River
- ii. Rural Municipality of Miltonvale

5.3. Council may, by resolution amend the conditions set forth in “Appendix A”

5.4. 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.

5.5. The Mayor and Chief Administrative Officer (CAO) of the Rural Municipality of Kingston are hereby authorized to sign and execute the attached agreement identified as “Appendix A”.

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

6. Repeal of Existing Bylaw

6.1. On adoption, this bylaw replaces Bylaw #2021-01

7. Effective Date

7.1. This Shared Services Bylaw, Bylaw# 2025-01, shall be effective on the date of approval and adoption below.

First Reading:

This Shared Services Bylaw, Bylaw# 2025-01, was read a first time at the Council meeting held on the 4th day of March, 2025.

This Shared Services Bylaw, Bylaw# 2025-01, was approved by a majority of Council members present at the Council meeting held the 4th day of March, 2025.

Second Reading:

This Shared Services Bylaw, Bylaw# 2025-01, was read a second time at the Council meeting held on the 11th day of March, 2025.

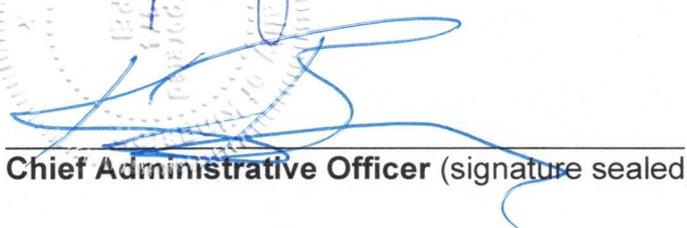
Approval and Adoption by Council:

This Shared Services Bylaw, Bylaw# 2025-01, was approved by a majority of Council members present at the Council meeting held on 11th day of March, 2025.

This Shared Services Bylaw, Bylaw# 2025-01, was adopted by a majority of Council members present at the Council meeting held on 11th day of March, 2025.

8. Signatures



Mayor (signature sealed)

Chief Administrative Officer (signature sealed)

This Shared Services Bylaw was adopted by the Council of the Rural Municipality of Kingston on March 11, 2025 is certified to be a true copy.



Chief Administrative Officer Signature

MARCH 11, 2025

Date

Appendix "A"

SHARED SERVICES AGREEMENT

This agreement made this 9th of JUN 7, 2025

BETWEEN:

Rural Municipality of West River
1552-B Rte. 19,
New Dominion, PE C0A 1H6
902-675-7000
admin@westriverpe.ca
(hereinafter called "West River")

AND:

Rural Municipality of Kingston
2155 Kingston Road,
Emyvale PE C0A 1Y0
902-213-9030
kingstoncaopei@gmail.com
(hereinafter called "Kingston")

AND:

Rural Municipality of Miltonvale Park
7B New Glasgow Road – Rte 224
North Milton, PE C1E 0S7
(902) 368-3090
admin@miltonvalepark.com
(hereinafter called "Miltonvale Park")

(collectively, the "Parties")

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereto agree as follows:

1. OBJECTIVES:

- 1.1. The three municipalities, parties to this shared services agreement, will benefit from sharing service delivery and will work with the Province to secure ongoing funding to maintain and enhance administrative and planning services for their respective residents and to foster a professional work environment for the employees of the municipalities.

- 1.2. Kingston and Miltonvale Park shall contract the services of a development officer from West River.
- 1.3. Kingston and Miltonvale Park may contract other services such as bylaw enforcement, clerical support, and/or planning services from West River. Such contracts would require this agreement to be amended.

2. DIVISION OF RESPONSIBILITIES

- 2.1. West River, in discussions with contracting municipalities, shall be responsible for providing the overall job description, training, and performance feedback plans of any shared services employee.
- 2.2. Supervision and performance feedback for any shared services staff as they perform work for each party shall be the responsibility of the respective CAO.
- 2.3. The Rural Municipality of West River will be responsible for
 - (a) Paying the Development Officer or any shared service employee's wages on a schedule they determine appropriate.
 - (b) Remitting the required taxes withheld, employee and employer CPP and EI contributions to CRA as required.
 - (c) Ensuring shared services employees are covered by Worker's Compensation and required fees are remitted to Worker's Compensation
 - (d) Invoicing Kingston and Miltonvale Park monthly.
 - (e) Invoices will include a breakdown of hours worked to ensure the agreed time allocation for each municipality is being met.

3. SCHEDULING

- 3.1. The Development Officer is responsible for prioritizing his/her time between municipalities, accounting for priorities and needs of each municipality. It is expected that the Development Officer will work four and a half (4.5) hours per week for Kingston, nine and a half (9.5) hours for Miltonvale Park and twenty-three and a half (23.5) for West River although the exact amount of time may be flexible, depending on the activity in each municipality during each period.
- 3.2. The CAO of the Rural Municipality of West River shall be responsible for monitoring and recording the hours worked and timesheets of the Development Officer and any support staff.

4. COST

- 4.1. The Shared Services Agreement requires each municipality to be responsible for a percentage of costs based on the agreed formula:
 - (a) West River has agreed to employ the Development Officer for 37.5 hours per week and subcontract his services to the other Municipalities.

- (b) West River is responsible for 62.5% of all costs associated with the position of Development Officer.
- (c) Kingston has agreed to subcontract the Development Officer for four and a half (4.5) hours per week.
- (d) Kingston is responsible for 12% of all costs associated with the position of Development Officer.
- (e) Miltonvale Park has agreed to subcontract the Development Officer for nine and a half (9.5) hours per week.
- (f) Miltonvale Park is responsible for 25.5% of all costs associated with the position of Development Officer.
- (g) This formula applies to wages, benefits, training, association fees, subscriptions, hardware, and mileage for travel representing the three municipalities. Kingston has agreed to employ the development officer for 5 hours per week.
- (h) The Rural Municipality of West River will be responsible for
 - i. Paying the development officer or any shared service employee's wages on a schedule they determine appropriate.
 - ii. Remitting the required taxes withheld, employee and employer CCP and EI contributions to CRA as required.
 - iii. Ensuring shared services employees are covered by Worker's Compensation and required fees are remitted to Worker's Compensation.

4.2. Wages & Benefits

- (a) The wages for the development officer will be \$34.13 per hour.
- (b) The Parties shall match the employee's contributions up to 4% of the employee's base salary, to a self-directed Registered Retirement Savings Plan, effective the date of permanent hire into this position.
 - i. For greater clarity this is the employee's personal plan and the parties have no authority or responsibility for the plan beyond paying their share of the premium.
 - ii. In the event the parties provide a mandatory benefits package to their employees, the employee will be required to join that plan and the parties will no longer contribute to the employee's individual plan
- (c) Wage increases and benefits will be determined by West River in discussions with contracting municipalities on an annual basis or as they determine appropriate.
- (d) Resolutions from Councils of Kingston and Miltonvale Park are required before wage rates increase. A minimum of 30 days' notice shall be given to the parties/municipalities before a wage rate increase is to become effective.

4.3. Equipment

- (a) West River will provide the development officer with the required hardware to perform his duties including, but not limited to:
 - i. Computer
- (b) Each party will provide the necessary office supplies for the development officer to perform their duties for that Municipality.

4.4. Training and Membership Costs

- (a) West River, in discussions with contracting municipalities, shall determine what training, memberships, and subscriptions will be provided to the development officer or other shared services employees are required.
- (b) West River shall pay the costs for approved training, memberships and subscriptions up to \$1500 annually and be reimbursed by Kingston and Miltonvale Park at the agreed percentage.
- (c) In Kingston where such costs exceed \$1500 annually, a resolution by the Council shall be required to contribute beyond the agreed amount.

4.5. Additional Expenses

- (a) Should additional travel be required for an individual municipality, that municipality shall be responsible for reimbursing the Development Officer at its approved rate for mileage reimbursement.

5. PLACE OF WORK

- 5.1. As a condition of work, the Development Officer shall be required to maintain scheduled hours of work at the offices of West River, Kingston, and Miltonvale Park. At the discretion of each CAO, the Development Officer may work remotely.
- 5.2. In Kingston the Development Officer shall be required to attend Council and Planning Board meetings. At the discretion of the CAO the Development Officer may be excused from attending Council and Planning Board meetings.
- 5.3. In Miltonvale Park the Development Officer shall be required to attend Planning Board meetings. Attendance at Council meetings would only be required upon request from the CAO.
- 5.4. In West River attendance at meetings would only be required upon request from the CAO.

6. WORKING CONDITIONS

6.1. Each Municipality will provide a workplace which meets the regulations of the Occupational Health and Safety Act, the 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, and taken any necessary steps to prevent workplace violence.

7. DISPUTE RESOLUTION AND TERMINATION OF AGREEMENT

7.1. The CAOs and 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 of the Municipality.

7.2. All parties to the Shared Services Agreement retain the right to withdraw from the agreement at any time.

(a) If the agreement is terminated, the CAOs will work to come to a resolution of any outstanding shared costs. If they are unable to come to an agreement, they shall seek further mediation as per section 7.1 above or seek legal counsel and resolution.

8. DATE AGREEMENT COMES INTO EFFECT

8.1. All parties agree that this Shared Service Agreement shall come into effect when a shared services funding agreement is signed with the department of Municipal Affairs.

8.2. Notwithstanding the above, the CAOs may enter into this agreement at any time without having a funding agreement in place with the department of Municipal Affairs.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

On behalf of the **RURAL MUNICIPALITY OF WEST RIVER**

CAO: Susan Merse
Mayor: Helen MacPhail

Date: July 18, 2025
Date: July 18, 2025

On behalf of the **RURAL MUNICIPALITY OF KINGSTON**

CAO: [Signature]
Mayor: [Signature]

Date: JUNY 9, 2025
Date: JUNY 9 2025

On behalf of the **RURAL MUNICIPALITY OF MILTONVALE PARK**

CAO: Shari Z MacDonald

Date: July 14, 2025

Mayor: Harold Parker

Date: July 14, 2025



**Housing, Land
and Communities**

**Logement, Terres
et Communautés**



Municipal Affairs Division

Division des affaires municipales

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Prince Edward Island
Canada C1A 7N8

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Bylaw Receipt

Keith Boire, CAO
Rural Municipality of Kingston
2155 Kingston Road
Emyvale, PEI, C0A 1Y0

September 22, 2025

Dear Keith Boire,

I wish to acknowledge receipt of the following bylaw(s):

Kingston - Shared Services (Bylaw #2025-01, adopted March 11, 2025)

A copy of the above noted bylaw has been filed in accordance with the *Municipal Government Act*, s. 129.

Please be advised that it is the responsibility of the municipality passing a bylaw to ensure that both the subject area covered by the bylaw is within the jurisdiction of the municipality and that the procedures for a passage of the bylaw complies with the *Municipal Government Act*.

It is noted in this bylaw the replacing of bylaw 2021-01 which Municipal Affairs doesn't have on file. Unless it is referring to the Emergency Management Plan bylaw that would be different bylaw entirely.

Please feel free to contact me should you have any questions.

Regards,

Tracey Allen
Sr. Municipal Advisor
(902)218-4179
Municipal Affairs