

Rural Municipality of North Shore
Bylaw to Amend -A Bylaw to provide for entering into an Agreement regarding Shared
Services for Planning and Development
Bylaw # 2021-01-A

BE IT ENACTED by the Council of the Rural Municipality of North Shore as follows:

1. Title

1.1. This bylaw shall be known and cited as the “Bylaw to Amend 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. Replace Schedule A as follows to include new agreement

4. Effective Date

4.1. This Bylaw # 2021-01- A Bylaw to Amend the Shared Services Bylaw, shall be effective on the date of approval and adoption below.

First Reading:

This Bylaw to Amend the Shared Services Bylaw, Bylaw# 2021-01-A, was read a first time at the Council meeting held on the 14th day of Sept, 2022.

This Bylaw to amend the Shared Services Bylaw, Bylaw# 2021-01-A, was approved by a majority of Council members present at the Council meeting held on the 14th day of Sept, 2022.

Second Reading:

This Bylaw to Amend the Shared Services Bylaw, Bylaw# 2021-01-A, was read a second time at the Council meeting held on the 12th day of Oct, 2022.

This Bylaw to amend the Shared Services Bylaw, Bylaw# 2021-01-A, was approved by a majority of Council members present at the Council meeting held on the 12th day of Oct, 2022.

Approval and Adoption by Council:

This Bylaw to Amend the Shared Services Bylaw, Bylaw# 2021-01-A, was adopted by a majority of Council members present at the Council meeting held on the 12th day of Oct, 2022.

5. Signatures

Mayor (signature sealed)

Chief Administrative Officer (signature sealed)

This Bylaw to Amend the Shared Services Bylaw adopted by the Council of the Rural Municipality of North Shore on Oct 12, 2022 is certified to be a true copy.

Chief Administrative Officer Signature

Date

Appendix A –

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

kingstoncaopei@gmail.com

Rural Municipality of North Shore

2120 Rte. #25, West Covehead, PE C0A 1P0

(902) 672-2600

administrator@northshorepei.ca

Objectives

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

Division of Responsibilities:

The Rural Municipality of North Shore will be Mr. Terrazas'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 Miltonvale Park shall contract the services of Mr. Terrazas from his employer, the Rural Municipality of North Shore.

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

Mr. Terrazas 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 North Shore, for payroll records.

Cost

The Rural Municipality of North Shore will pay Mr. Terrazas biweekly, and will invoice the other municipalities at the end of each four-week period, for the hourly cost of Mr. Terrazas's wages allocated to their municipalities, plus vacation pay, Workers' Compensation Board of PEI costs of \$0.68/ \$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 North Shore is expected within 21 days. Any additional insurance costs incurred by The Rural Municipality of North Shore 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. Terrazas 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 Mirko Terrazas 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 North Shore of their wage rates.

Expenses

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

Scheduling

Mr. Terrazas 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, 21 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.

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. Terrazas two weeks' notice or pay in lieu of notice. If there is just cause for dismissal, notice requirements are waived. After six months, Mr. Terrazas 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. Terrazas 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.