



Rural Municipality of West River Committee of Council Meeting Minutes

Meeting No	2025-24	Time	7:00 PM
Session	Regular - Public	Date	Thursday, June 12, 2025
Chair	Helen Smith-MacPhail - Mayor	Location	Afton Community Centre
Adoption status	Approved	Contact Person	Susan Morse - CAO
Attendance	Mayor Helen Smith-MacPhail Deputy Mayor Shaun MacArthur Councillor Aaron MacEachern Councillor Daniel Sud Councillor John Yeo Councillor Lillian MacCannell Councillor Steve Pollard, Susan Morse - CAO		
Regret	Nil		
Guest	Nil		

- **Call to Order**

Mayor Helen Smith-MacPhail called the meeting to order at 7:50 PM, and gave a land acknowledgement.

- **Adoption & Approval of Agenda**

The following item was added to the agenda by Mayor Helen Smith-MacPhail

- **5.8 – Mulching at Mutter Park**

The agenda was approved as circulated, including the added item. It was moved by Councillor Daniel Sud, seconded by Councillor Aaron MacEachern and unanimously carried.

- **Declarations of Conflict of Interest**

Mayor Helen Smith-MacPhail recused herself from item CW.25.24.1, citing a conflict of interest.

- **Recommended Items**

- Mayor Helen Smith-MacPhail left the room while the committee discussed item CW.25.24.1

- **CW.25.24.1 – Grant Request**

Decision Type: Action

Status: Recommended

Background:

The Municipality received an in-kind grant request from the East Wiltshire Duke of Edinburgh Group to use Bonshaw Community Centre overnight. The Duke of Edinburgh is a service-based project where students are required to volunteer, learn skills and be physically active. The students are required to participate in an overnight adventurous journey, and they will be hiking in the Bonshaw Hills Provincial Park.

Description:

The Committee completed Schedule C of Bylaw#2022-02 and recommended that the Council approve the request by waiving the rental fee for the use of the Bonshaw Community Centre. It was Moved by Councillor John Yeo, seconded by Councillor Lillian MacCannell and unanimously carried.

- Mayor Helen Smith-MacPhail rejoined the meeting.

- **CW.25.24.2 – Animal Control Information**

Decision Type: Action

Status: Recommended

Background:

CW.25.21.5

Description:

The CAO presented to the Committee correspondence received from the PEI Humane Society. The Humane Society declined to offer animal control services due to staffing limitations. Based

on this information the CAO advised the committee to consider adopting an Abatement of Nuisance Bylaw as discussed in previous meetings. The Committee recommends pursuing this bylaw and directed the CAO to consult with the municipality's lawyer on drafting a Nuisance Abatement Bylaw and Summary Offence Bylaw.

▪ **CW.25.24.3 – Facility Schedule of Fees**

Decision Type: Action

Status: Recommended

Background:

ICS.25.11.3

Description:

The CAO updated the Committee on the following changes to the Schedule of Fees recommended by the ICS Committee:

- Removing the option for table tennis rental at Bonshaw Community Centre as the room dedicated for this is now being leased by West River Jiu Jitsu.
- Change the office space at Bonshaw Community Centre to a \$/sq ft/yr + HST formula.
- Authorize CAO and Community Services Manager to waive rental deposits for returning renters with no concerns and residents of the Municipality.
- Add a fee for Tablecloth rentals. The cost would need to be equal to the cost of laundering the cloths plus allowing a small amount toward maintenance for repairs or replacements when needed. The cost to launder is \$15/tablecloth plus HST

▪ **CW.25.24.4 – Electricity System Capacity at Afton Community Centre**

Decision Type: Action

Status: Recommended

Background:

Motion 2024-70, Motion 2025-15

Description:

The CAO updated the Committee on the progress of Gas Tax Project #3, which includes the installation of solar panels and EV chargers. While the solar panel component has been completed, to upgrade the EV chargers the electrical system at Afton Community Centre needs to be upgraded to 400A services. This upgrade was not included in the original Gas Tax Project scope and therefore constitutes a change requiring Council's approval.

The CAO further stated that approximately \$53,000 is available from 2025–26 Gas Tax funds, with an additional \$20,700 earmarked for 2026–27, and the municipality has applied for additional funding of up to \$7,500 per charger (up to \$15,000 total) through the PEI Electric Vehicle Charger Funding program. The current chargers at Afton have not been functional due to technical limitations. The proposed new chargers would be hardwired and are expected to resolve these issues. The Committee agreed to the upgrade and directed the CAO to confirm with the appropriate authorities that the change is eligible under the Gas Tax program.

▪ **CW.25.24.5 – CAO Authorizing In-Kind Grant**

Decision Type: Action

Status: Recommended

Background:

Motion 2024-11

Description:

The Committee discussed increasing the CAO's authority to approve in-kind grant requests. It was recommended that the CAO's authority be increased to approve grant applications for in-kind facility rental requests on behalf of the Municipality up to a value of \$300 plus HST. This authority applies to applications from

- groups/organizations based in the Rural Municipality of West River,
- groups that have previously applied, provided the use remains consistent and
- marginalized groups

The CAO will provide monthly updates to the Council on these approvals.

▪ **CW.25.24.6 – Shared Services Agreement**

Decision Type: Action

Status: Recommended

Background:

Motion 2025-14. Pursuant to Bylaw 2025-01, Council may enter into such agreements with other municipalities.

Description:

The CAO has finalized the Shared Services Agreement with Kingston and Miltonvale Park for the joint employment of a Development Officer, Appendix A, attached here to forming a part of these minutes. Under the agreement:

- West River will employ the Development Officer for 37.5 hours/week and cover 62.5% of the associated costs.
- Miltonvale Park will sub-contract for 9.5 hours/week and cover 25.5% of the associated costs.
- Kingston will sub-contract for 4.5 hours/week and cover 12% of the associated costs.
- Time allocation is flexible and based on each municipality's needs. West River will monitor hours and invoice partner municipalities monthly.

The agreement aims to formalize the current arrangement with the municipalities, create a more attractive full-time position, and enhance administrative efficiency. Legal review was not deemed necessary. The Committee recommended that the Council authorize the CAO and Mayor to sign the agreement.

▪ **CW.25.24.7 – Summer Meeting Schedule**

Decision Type: Action

Status: Recommended

Background:

Procedural Bylaw #2021-01, Motion 2023-05

Description:

Pursuant to Procedural Bylaw # 2021-01 and Motion 2023-05 there are no scheduled Council meetings during July & August. The Committee discussed the potential need to meet prior to the next scheduled meeting in September. The Committee decided that if urgent matters arise special meetings may be called as needed. The Committee directed that CAO monitor business activity and inform Mayor Smith-MacPhail if such a need occurs.

- **CW.25.24.8 – Mulching at Mutter Park**

Decision Type: Action

Status: Recommended

Description:

The Committee considered a request to approve additional mulching work at Mutter Park where tree harvesting was recently completed. The harvester offered to mulch the previously harvested areas (beyond the main trails) to enhance the park's appearance and accessibility. The cost for the additional mulching is \$3,900 + HST. While this was not budgeted, the Committee expressed support for the work, and directed the CAO to confirm funding availability before bringing the item forward for Council approval.

- Deputy Mayor Shaun MacArthur left the meeting

- **Information Items**

- **CW.25.24.9– After School Care Update**

Decision Type: Information

Status: Received

Description:

Twenty-five of the thirty available spots on the interest list have been taken. The Municipality has not yet received its license; registration will begin as soon as licensing is granted. A few parents have inquired about the possibility of a waitlist for future years. The CAO and

Community Manager met with the CAO and Daycare Director in Kinkora to learn more about their program model. Work is underway to finalize formal job descriptions. The plan is to hire two staff to begin in September to oversee the program. In addition, one Special Needs Assistant will be hired, funding for Special Needs Assistant is provided by the Province. Depending on enrollment, a second Special Needs Assistant may be required.

- **CW.25.24.10 – Playground Project – Adding Swings**

Decision Type: Information

Status: Received

Description:

It was suggested by community members that swings be added to the playground. The estimated cost of the purchase and delivery is \$9,749.70. This amount does not include installation. After reviewing the pricing alongside current project commitments, the Committee agreed to defer the addition of swings to next year.

- **CW.25.24.11 – Municipality Website - Loop**

Decision Type: Information

Status: Received

Description:

Under Purchase Policy #2022-03, purchases over \$3,001 require the Standing Committee's recommendation and Council's approval. Pursuant to Motion 2024-55, Council previously authorized the CAO to execute a three-year commitment with the municipal website provider (Loop) at an annual cost of \$3,750. This year's invoice has been received, and the CAO has processed the payment in accordance with Motion 2024-55.

- **CW.25.24.12– CAO's Report**

Decision Type: Information

Status: Received

Description:

The CAO provided the Committee with an update on the following activities:

After School Care:

- The Health & Safety inspection is complete, and a fence exemption has been granted.
- All required documentation (including policies, forms, and handbooks) has been prepared.
- Staff recruitment is underway, and a waitlist email has been launched.
- Licensing is expected soon, at which point formal registration will begin.

Planning:

Ongoing review of development applications and coordination with the planner regarding the rezoning application.

Professional Development:

The CAO attended three workshops: Fostering Resilience in Women Municipal Leaders highlighted work-alone policies, council-staff roles, and support for marginalized groups; the AMA Semi-Annual Meeting & Workshop focused on HR policies and succession planning and provided tools to formalize employee policies required under the MGA; and an FPEIM-sponsored workshop with Gordon McIntosh explored municipal capacity challenges, council turnover, the increasing responsibilities being shifted to municipalities by other levels of government and taking a service inventory.

Municipal Properties:

- Gates are open at Rice Point Wharf; Canoe Cove is operational.
- The Mutter Park harvest project is nearing completion.
- Options are being explored to clean up the former Island between the soccer and ball fields.
- 380 Acadian Forest Native Species trees have been delivered for planting in Bonshaw, around the soccer field, and near the new playground.
- 380 native Acadian Forest species (red oak, sugar maple, and some spruce) have arrived in Bonshaw. The Watershed team will assist with planting across the previously

- harvested section of Mutter Park. Approximately eight trees will be planted around the soccer field team benches for shade, along with a few trees around the new Afton playground.
- The Afton solar system is now operational, producing approximately 1,600 kWh per day.

Staffing:

- Thomas MacKinnon has been rehired for the summer. Two additional positions remain open, with interviews scheduled for Friday and start dates planned for the end of June.
- Maya Simmonds has resigned from her cleaning position at Bonshaw, and Laurel Roy has been hired as her replacement.

ICS Committee Meeting:

- Canada Day: Planning is underway, and councillors are encouraged to volunteer for the pancake breakfast or BBQ.
- Playground Update: Any events such as a grand opening must be coordinated with CCBF. Installation is scheduled to begin next week with foundation work. The design includes a landscaped berm instead of having a border, to enhance accessibility. Mulched wood will be used as the base layer in place of pea gravel, which is both cost-effective and does not affect accessibility. This is an approved layer.
- Seniors Community Meal Grant: The Municipality has received \$5,000 in funding. The Committee has suggested that staff assess the costs associated with hosting three meals - one at Bonshaw, one at Afton, and one take-out during winter. Meals suggested included baked beans with biscuits and ham with scalloped potatoes.

- **Meeting Closed**

At 8:54 PM Councillor John Yeo motioned for the meeting to be closed. It was seconded by Councillor Lillian MacCannell and unanimously carried.

- **In Camera Item**

- **CW.25.24.13** – Pursuant to the Municipal Government Act Section 119 (1)e

- **Meeting Opened**

At 9:10 PM Councillor Aaron MacEachern, motioned for the meeting to be opened. It was seconded by Councillor John Yeo and unanimously carried.

- **Adjournment**

- Councillor Aaron MacEachern to adjourn the meeting at 9:10 PM.
- The next scheduled meeting will be September 11, 2025.

Helen Smith-MacPhail

Susan Morse

Mayor _____

Chief Administrative Officer _____

Appendix A

SHARED SERVICES AGREEMENT

This agreement made this _____ of _____, 202____

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.

Appendix A Continued

- 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.

Appendix A Continued

- (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.

Appendix A Continued

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.

Appendix A Continued

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

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

CAO: _____ Date: _____

Mayor: _____ Date: _____

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

CAO: _____ Date: _____

Mayor: _____ Date: _____

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

CAO: _____ Date: _____

Mayor: _____ Date: _____