

Corporation of the Village of Cobden

By-Law #1987-8

A by-law to authorize the execution of an agreement between the Corporation of the Village of Cobden and the Bernadette McCann House for Women Inc. to provide accommodation for persons as approved by the Corporation of the Village of Cobden Social Services Department.

WHEREAS the Bernadette McCann House for Women Inc. has agreed to maintain, operate and conduct residential housing accommodation for women and for women with children in distress who are eligible for general welfare assistance from the Village of Cobden,

AND WHEREAS the Village of Cobden deems it necessary to purchase such accommodation from the Bernadette McCann House for Women Inc.

NOW THEREFORE the Corporation of the Village of Cobden enacts as follows:

1. That the Reeve and Clerk be, and they are hereby authorized to execute the Agreement hereto attached and marked as Schedule "A" to this by-law and to affix thereto the Corporate seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Read a first, second and passed on the third reading this 14th day of April, 1987.


REEVE


CLERK-TREASURER

*Renewed old
agreement 79-22
(Aug 7/79)*

Schedule A

THIS AGREEMENT is made the 1st day of January 1987

B E T W E E N:

THE CORPORATION OF THE VILLAGE
OF COBDEN

(the "Municipality")

A N D:

BERNADETTE McCANN HOUSE FOR WOMEN

(the "Organization")

WHEREAS:

1. The Organization has undertaken to furnish hostel services within the County of Renfrew.
2. The Municipality has agreed to pay the Organization on the following terms and conditions its fees for hostel services furnished to certain persons considered to be residents of the Municipality, who are unable to pay the fees.

NOW THEREFORE the parties agree as follows:

1. Interpretation

In this Agreement

- (a) "hostel service" means the furnishing of temporary shelter, food, crisis counselling, referral services and temporary child care for women and children who are in distress or homeless because of marital problems, eviction, fire or any other like cause.
- (b) "Unit of Service" means one night of sleeping accommodation and three meals, per person.
- (c) "person in need" means a person in need in accordance with the General Welfare Assistance Act and the Family Benefits Act and the Regulations made under those Acts.

2. Provision of Services

- (1) The Organization in conjunction with the Municipalities will establish and verify the financial circumstances of each resident who is a person in need.
- (2) The maximum length of stay per person is two (2) weeks. Payment for any period in excess of two weeks will be subject to prior negotiation between the Organization and the Municipality.

3. Payment

- (1) The unit rate charged to each person by the Organization shall be the per diem rate approved for Transition Homes for that year by the Ministry of Community and Social Services.
- (2) The Municipality shall pay to the Organization the difference between:
 - (a) the rate in subsection (1) for each person receiving the hostel service, and
 - (b) the fee, if any, determined by the Welfare Administrator of the Municipality to be payable by the person receiving the service.
- (3) The Organization shall provide to the Municipality monthly statements indicating the services provided during each month and the amount of the payment claimed from the Municipality under this Agreement.
- (4) The Municipality will pay the amounts claimed by the Organization under subsection (3) following approval by the Welfare Administrator.
- (5) The obligation of the Municipality to pay the amounts set out in this Agreement is limited to the amount of funds approved for that purpose by Council.

4. Records and Accounts

- (1) The Organization will keep such records of the costs and number of units of service provided as may be required by the Municipality or the Province of Ontario, in accordance with the General Welfare Assistance Act and Regulations.
- (2) Approved Municipal and Provincial staff shall have the right, at all reasonable times, to examine the books, records and accounts of the Organization.

5. Effect

- (1) This Agreement will remain in effect from the day of execution until the 31st day of December, 1988.
- (2) Unless either party gives to the other party written notice of a desire to amend or terminate this Agreement, it shall remain in effect for a further year, and so on from year to year thereafter.
- (3) This Agreement is subject to the Organization complying with all local By-laws respecting zoning, building, fire and public health.

WITNESS THE CORPORATE SEALS of the said Companies duly attested by the hands of their proper signing officers.

THE CORPORATION OF THE
VILLAGE OF COBDEN

Per: 

BERNADETTE McCANN HOUSE FOR WOMEN

Per: 
