

THE CORPORATION OF THE VILLAGE OF COBDEN

BY-LAW #1989-15

BEING a by-law to authorize the execution of an agreement between the Corporation of the Village of Cobden and the Ministry of Natural Resources to provide an employment opportunity for six persons under the Environmental Youth Corps Program.

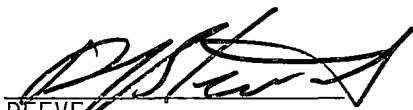
WHEREAS the Village of Cobden and the Ministry of Natural Resources have agreed to supply services as detailed in Schedule "A" attached

AND WHEREAS, the Village deems it necessary to enter into and execute such an agreement

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. That this by-law shall come into force retroactive to June 26, 1989.

READ a first, second and passed on the Third reading this 11th day of July, 1989.


REEVE


CLERK-TREASURER

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Ministry of NATURAL RESOURCES

(Hereinafter referred to as "Ministry")

OF THE FIRST PART

-AND-

CORPORATION VILLAGE OF COBDEN

(Hereinafter referred to as "Organization")

OF THE SECOND PART

WHEREAS THE MINISTRY operates the Environmental Youth Corps Program which is designed to contribute to conservation, environmental protection and effective resource management and to provide employment for youth in a variety of conservation related projects which provide valuable learning experiences and contribute to the skill or environmental awareness of the participants;

AND WHEREAS THE ORGANIZATION has submitted a Project Proposal, marked as Appendix "A" hereto and forming part of this Agreement, for a Project named MUNICIPAL PARK AND BEACH ENHANCEMENT which has been approved by the Ministry;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree as follows:

1.0 ORGANIZATIONS'S OBLIGATION

- 1.1 The Organization agrees to operate the Project in accordance with its Project Proposal, marked as Appendix "A" hereto, the Ministry's Environmental Youth Corps Program Guidelines, marked Appendix "B" hereto, and the Agreement for Method of Payment marked as Appendix "C" hereto, and forming part of this Agreement.
- 1.2 Without limiting the generality of paragraph 1.1, the Organization agrees:
- (i) to ensure participants are Ontario residents eligible to work in Canada between the ages of 15-24, or 15-29 if disabled, at the commencement of the hiring period,
 - (ii) to ensure participants do not displace regular employees,
 - (iii) that the period of employment shall be for a minimum of 8 weeks to a maximum of 18 weeks as approved by the Ministry,
 - (iv) that a position shall not be split between 2 participants each working part-time, but that where a participant terminates early, an eligible replacement may be hired for the remaining period,

(v) to pay participants at the following rates, subject to any changes to minimum wage under the Employment Standards Act:

environmentalists under 18	\$3.90
over 18	\$4.75
technicians/supervisors	\$6.00
year-round coordinator/technical	\$9.00

(vi) to pay participants vacation pay at a rate of 4% of total wages, to be paid as earned,

(vii) to provide Workers' Compensation, CPP and UIC coverage for participants and to inform participants that OHIP is not provided under the program,

(viii) that weekly hours of work for participants shall be a maximum of 40 hours and minimum of 30 hours, and that no overtime shall be worked by participants,

(ix) that notwithstanding paragraph (viii), where due to unavoidable circumstances overtime or work on statutory holidays is required, the Organization shall not authorize such work without the prior agreement of the participants to accept compensating time off in lieu of overtime pay on the basis of hours worked (compensating time off shall be calculated on the basis of time and one-half for hours worked in excess of 44 hours per week or for each hour worked on a statutory holiday),

(x) to terminate all summer positions on or before September 30, 1989, unless a written exception has been obtained from the Ministry,

(xi) to ensure that the participants receive adequate day-to-day supervision and appropriate advance instruction and ongoing supervision, to ensure safe handling and use when the participant is assigned to work which involves the use of tools, machinery or requires specific skills training, and

(xii) to ensure that the participant has all the necessary equipment to perform tasks safely prior to performing the task.

1.3 The Organization agrees to post all positions at the local Canada Employment Centre for Students and local Canada Employment Centre and adhere to fair hiring practices and the Ontario Human Rights Code.

1.4(i) The Organization agrees to ensure that participants complete the Employee Data Forms and Exit Questionnaires provided by the Ministry and to submit the completed Employee Data Forms to the Ministry of Natural Resources within 30 days of the end of the Project and the Exit Questionnaire to the Ministry of Natural Resources within 30 days of the last day worked by the participant.

1.4(ii) The Organization agrees to ensure that the individual privacy of participants is protected and that personal information relating to participants is not disclosed to other participants during the completion of the forms.

2.0 MINISTRY OBLIGATION

The Ministry agrees to provide general guidance respecting the EYCP and to provide standard forms for use by the Organization.

3.0 FINANCIAL AND REPORTING REQUIREMENTS

3.1 The Ministry agrees to pay an amount not to exceed \$11,200.00 as set out in the Budget Summary contained in Appendix "A" to the Organization.

3.2 The parties agree that adjustments to the amount contained in paragraph 3.1 shall be made where the actual eligible non-salary operating costs and salary costs are less than the amounts contained in Appendix "A" and the Organization agrees to pay any unused funds to the Ministry upon request.

3.3 The Organization agrees that payment for incurred expenses will be made as set out in Appendix "C" (attached).

4.0 GENERAL

4.1 Records

The Organization shall maintain all records, invoices and other documents relating to the financial management and administration of the Project in a manner consistent with generally accepted accounting principles and administrative practices, for a period of _____ years, including copies of EYCP participants application until March 31, 1990.

4.2 Inspection/Audit

The Organization agrees that the Ministry and its agents may at all reasonable times inspect and audit the books, accounts and records relating to the Project and may make copies thereof and take extracts therefrom and proper facilities shall be made available, together with any information that may be required with reference to such books and records.

4.3 Monitoring/Evaluation

The Organization agrees to permit and assist the Ministry and other representatives of Ontario in the monitoring and evaluation of the Project, including visits to the participants' work sites, completion and submission of standard forms and the provision of any other data required for Project and EYCP evaluation by representatives of Ontario.

4.4 Independent Contractor

The Organization acknowledges that it is not an agent, officer or employee of the Ministry for any purpose whatsoever and that it is not in any way authorized to make a promise, agreement or contract on behalf of the Ministry.

4.5 Non-Liability/Indemnity

The Organization agrees that the Ministry shall not be liable for any incidental, indirect, special or consequential damages, injury or any loss of use, revenue or profit to the Organization arising out of or in any way related to the Project and this Agreement.

The Organization agrees that it shall indemnify the Ministry, its employees and agents against all costs incurred as a result of a claim or proceeding related to the Project, unless it was caused by the negligence or wilful act of any employee of the Ministry.

4.6 Insurance

The Organization agrees to obtain and provide to the Ministry written proof of liability insurance coverage for the participants of not less than One Million Dollars.

4.7 Entire Agreement/Amendment

This Agreement, including the attached appendices, constitutes the entire agreement between the parties and may be amended only by further written agreement executed by the parties.

4.8 Assignment

This Agreement may not be assigned in whole or in part without the written approval of the Ministry.

4.9 Termination/Repayment

The Ministry may, in its sole discretion, terminate the Agreement and require the repayment of the whole or any part of the funds where the Organization:

- (a) has knowingly provided false information in its Project proposal,
- (b) uses funds for purposes not agreed upon by the Ministry,
- (c) breaches any terms or conditions of this Agreement,
- (d) winds up, dissolves, commences or has commenced against it, any proceedings in bankruptcy or is adjudged a bankrupt.

4.10 Representatives

For the purposes of this Agreement, the Ministry's representative will be A. H. PLUMMER and the Organization's representative will be WENDY STONE. Any notice required under this Agreement shall be given in writing by personal delivery or by registered mail as follows:

to the Ministry: NATURAL RESOURCES
P.O. BOX 220
PEMBROKE ONT.
K8A 6X4

to the Organization: CORP. OF THE VILLAGE OF COBDEN
P.O. BOX 40
MAIN STREET
COBDEN ONT.
K0J 1K0

and shall be deemed to have been received if delivered personally on the date of delivery, and, if sent by registered mail on the fifth day after mailing.

4.11 Term of Agreement

This Agreement shall be in force from the 26th day of JUNE, 1989, through to the 1st day of SEPT., 1989.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)
the presence of)

HER MAJESTY THE QUEEN in)
IN RIGHT OF ONTARIO)
as represented by the)
Ministry of Natural Resources)

Witness

Regional Director or Designate
or Manager, Special Programs and
Planning

Date

Witness

per: _____

Date

Appendix "C"

Agreement for Method of Payment for Environmental Youth Corps Program Project

Check one:

Payment by Invoice

Details: 50% of approved allocation to be paid on start up of project and the remainder paid on completion of project. All financial records to be submitted with final invoice.

Payment by Quarterly Installment

Details:

Other

Details:



Ontario

Project Proposal/Proposition de projet



Please read guidelines. Type or print clearly. Use additional pages as necessary.
Prière de prendre connaissance des directives. Dactylographier ou écrire en lettres moulées. Ajouter des pages si nécessaire.

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AR-5-25

Host Ministry/Ministère d'accueil: Ministry of Natural Resources - Eastern Region
Organization/Organisme: Corporation of the Village of Cobden
Project No. (Host Ministry Use) N° de projet (Réservé au ministère d'accueil)
Contact/Personne-contact: Wendy Stone
Address/Adresse: P.O. Box 40 44, Main St. Cobden, Ontario K0J 1K0
Telephone/N° de téléphone: (613) 646-2282

Municipal Government: Provide Services to the Taxpayers of the Village of Cobden in the most economical manner available.

Table with 4 columns: From/Du, To/Au, Total Weeks/Nombre de semaines, Location(s)/Emplacement(s). Row 1: June 26, 1989, Sept. 1, 1989, 9, Cobden Municipal Park and Beach

Project Description/Description du projet
1. Clean and maintain Municipal Park.
2. Beautify Park: Plant Trees, flowers, landscape, etc.
3. Clean and maintain shoreline
4. Weed control along shoreline.

Project Objectives/Objets du projet
1. Encourage more usage of Park and Beach area by local residents as well as tourists.
2. Enhance the natural beauty of the Park and Beach.
3. Instill pride in the workers and users of the facilities.

Table with 2 columns: Educational/Training Value to Participants/Apport de formation pour les participants, Environmental Benefit (observable changes)/Avantages d'ordre environnemental (changements observables). Row 1: Learn the value of natural Parklands and waters, Improve appearance and usefulness of existing Parks and shoreline.

Table with 2 columns: Position/Poste, Duties/Travaux. Title: All Short-Term Positions. Row 1: Environmentalist, Perform all duties as required by Supervisor.

Table with 3 columns: Position/Poste, Educational/Formation académique, Other/Autres. Row 1: Environmentalist, Student Environmentalist, Minimum Grade 12, Minimum Grade 10, Some background in Environmental studies or practical experience in the field.

Project Supervision Will Be Provided As Follows/La supervision du projet sera assurée de la façon suivante
1. Project Supervisor - Minimum Grade 13
OR
Village Public Works Superintendent

Describe how this project would encourage the following groups to participate: visible minorities; natives; northern Ontarians; francophones; and disabled youth.
The qualifications required to perform the tasks are not restrictive. For example, all tasks could be equally performed by a woman or man. Also, Renfrew County experiences a very high rate of unemployment.

3. SUPERVISOR

- Duties:
1. Assist in hiring of subordinates.
 2. Prepare work schedules.
 3. Monitor Attendance
 4. Consult with Municipality regarding scope of Project.
 5. Supervise and train workers.

It is anticipated that a Supervisor would be beneficial for this project as it will involve a great deal of time and enthusiasm to ensure its success. Our small municipality (1,000 people) does not have a Parks Dept. and, therefore, the responsibility of this project would be given to the Recreation Director. As the Recreation Department has its own specific goals and objectives for the summer, the needs of this environmental project would be better served by a full-time Environmental Supervisor.

In addition, an employment opportunity of this nature would provide a student with very valuable work experience in a Supervisory role.

TABLE F
UNEMPLOYMENT RATES, 1981

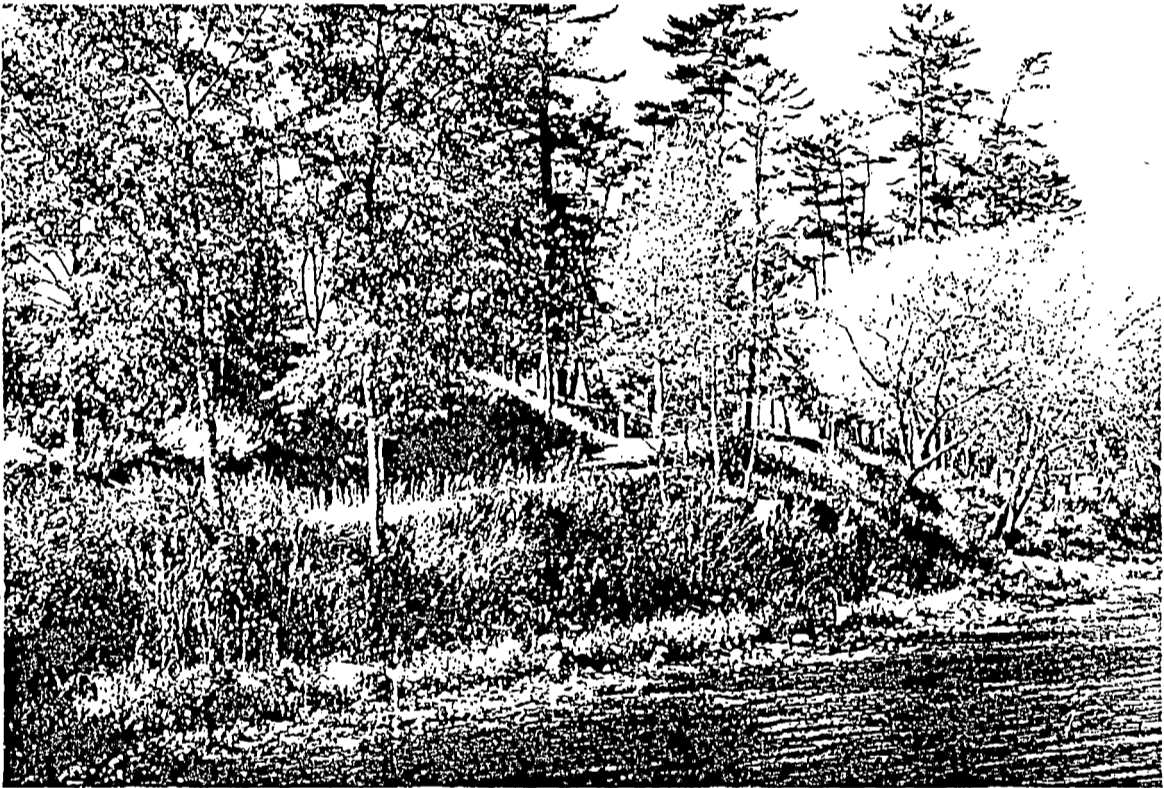
	Cobden		Renfrew		Ontario	
	#	%	#	%	#	%
Labour Force						
Unemployment (Males)	15	6.0	1,420	5.5	119,045	4.6
Labour Force						
Unemployment (Females)	5	2.8	1,635	10.8	130,020	6.9
Total Labour Force Unemployment	20	4.7	3,055	7.5	249,065	5.6
	Male	Female	Male	Female	Male	Female
Participation Rate	61.7%	41.9%	76.0%	45.9%	79.7%	55.2%

Source: Statistics Canada, 1981 Census of Canada, Ontario, July 1983, p. 587.

MUNICIPAL BEACH



MUNICIPAL PARK AND SHORELINE



MUNICIPAL PARK

