

THIS AGREEMENT made in triplicate on the 23 day of April, 1993.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of the Environment and Energy (the "Ministry")

-AND- Town of Pelham
(the "Organization")

1.0 RECITALS

- 1.1 THE MINISTRY operates the Environmental Youth Corps Program ("EYC") which is designed to contribute to conservation, environmental protection and effective resource management; to provide young people with an opportunity to be positive contributors to environmental protection, enhancement and advocacy; to provide skills training for participants; and to increase young people's awareness of environmental occupations and help to develop an environmentally conscientious culture.
- 1.2 THE ORGANIZATION has submitted a Project Proposal, attached as Appendix "A" to this agreement, for a Project named **Town of Pelham Trails Development** which has been approved by the Ministry;
- 1.3 THEREFORE, the parties agree as follows:

2.0 ORGANIZATION'S OBLIGATION

- 2.1 The Organization agrees to operate the Project in accordance with the Project Proposal and the Environmental Youth Corps Project Proposal Guidelines, attached as Appendix "B" to this Agreement.
- 2.2 Without limiting the generality of Paragraph 2.1, the Organization agrees:

- (i) to ensure participants are between the ages of 15 and 24 inclusive, or 15 and 29 inclusive for persons with disabilities, at the commencement of the hiring period, and eligible to work in Canada;
- (ii) to provide opportunities for employment disadvantaged youth (including youth with disabilities, natives, visible minorities, women, francophones, social assistance recipients and youth in areas of high unemployment);
- (iii) to ensure participants do not displace regular employees;
- (iv) 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:

environmentalist under 18	\$5.90
over 18	\$6.35
technical assistant/supervisor	\$7.00
coordinator/technician	\$9.50

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- (vi) to pay participants vacation pay at a rate of 4% of total wages, to be paid as earned;
 - (vii) to cover employer's contribution toward Workers' Compensation, CPP, UIC, and Employer Health Tax benefit;
 - (viii) to provide proof of Workers' Compensation coverage for its employees, and if the Organization is excluded from coverage under the Workers' Compensation Act, the Organization agrees to obtain employer's liability insurance including coverage of workers' benefits;
 - (ix) that weekly hours of work for participants shall be a maximum of 40 hours and a minimum of 30 hours during the summer months and that part-time work be limited to the fall & winter months and that no overtime or statutory holidays shall be worked by the participants;
 - (x) despite paragraph (ix), where due to unavoidable circumstances overtime work 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;
 - (xi) to terminate all summer positions on or before September 30, 1993, unless a written exception has been obtained from the Ministry;
 - (xii) 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 to ensure that all training, supervision and safety requirements under any statute are met;
 - (xiii) to ensure that the participant has all the necessary equipment to perform tasks safely prior to performing the task;
 - (xiv) that period of employment shall be for a minimum of 8 weeks to a maximum of 18 weeks or as approved by the Ministry.
- 2.3 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.
- 2.4 (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 the Environment within 30 days of the commencement of the Project and the Exit Questionnaire to the Ministry of the Environment within 30 days of the last day worked by the participant.

- (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.

3.0 MINISTRY OBLIGATION

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

4.0 FINANCIAL AND REPORTING REQUIREMENTS

- 4.1 The Ministry agrees to pay an amount not to exceed \$5,295.18 as set out in the Budget Request Section contained in Appendix "A" to the Organization.
- 4.2 The parties agree that adjustments to the amount contained in Paragraph 4.1 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.

5.0 GENERAL

5.1 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 five years, except for copies of EYC participants' applications which shall be kept until March 31, 1994.

5.2 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.

5.3 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 EYC evaluation by representatives of Ontario.

5.4 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.

5.5 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 willful act of any employee of the Ministry. Participants are not Ministry employees.

5.6 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 per occurrence within one week after the Agreement comes into force and maintain the coverage in force.

5.7 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.

5.8 Assignment

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

5.9 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 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.

5.10 Representatives

For the purpose of this Agreement, the Ministry's representative will be Yves Deschenes and the Organization's representative will be **Mark Page**. Either party's representative will be subject to change as may be indicated in writing by the party from time to time.

5.11 Any notice required for the purposes of this Agreement shall be given in writing by personal delivery or by prepaid first class mail as follows:

to the Ministry:

Ministry of the Environment and Energy
Human Resources Branch
40 St. Clair Avenue West
5th Floor
Toronto, Ontario
M4V 1M2

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to the Organization:

Town of Pelham
20 Pelham Town Square
P.O. Box 400
Fonthill, Ontario
L0S 1E0

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

5.12 Terms of Agreement


This Agreement shall be in force from the 17 day of May, 1993, through to the 3 day of September, 1993, with the exception of paragraphs 5.1, 5.2, 5.3, 5.5 and 5.9

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

BY:

HER MAJESTY THE QUEEN
IN RIGHT OF ONTARIO
as represented by the
Minister of the Environment and Energy

per:



Yves Deschenes
Environmental Youth Corps Coordinator
Human Resources Branch

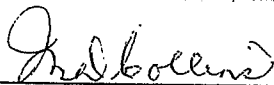
APR 23 23

Date

BY:

Town of Pelham

per:

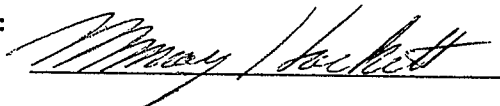


Office
Held

Mardi Collins, Mayor

Date June 3, 1993

per:



Office
Held

Murray Hackett, C.A.O.
Clerk

Date June 3, 1993