



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

*Number* 272-78

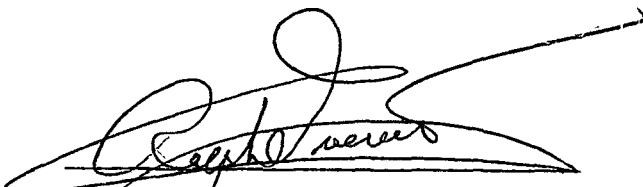
To authorize the execution of an Agreement between The Corporation of the City of Brampton and The Government of Canada represented by the Minister of Employment and Immigration.

The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and The Government of Canada represented by the Minister of Employment and Immigration, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 6th day of November, 1978.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, Acting Clerk



THIS AGREEMENT entered into this 24 day of August 19 78

Project No.  
2307 GK 6

BETWEEN: THE GOVERNMENT OF CANADA  
(hereinafter referred to as  
"CANADA") represented by the  
MINISTER OF EMPLOYMENT AND  
IMMIGRATION (hereinafter referred  
to as the "MINISTER"),

OF THE FIRST PART

and  
The Corporation of the  
City of Brampton, (Parks and Recreation Department)

of Brampton, in the  
Province of Ontario  
(hereinafter referred to as the  
"PROJECT SPONSOR")

OF THE SECOND PART

WHEREAS CANADA conducts a program known as the CANADA WORKS PROGRAM whereby financial contributions are made to assist PROJECT SPONSORS in the carrying out of acceptable projects which are non-profit in nature and specifically designed to create additional employment in Canada for unemployed individuals and to contribute to the betterment of the community;

AND WHEREAS the PROJECT SPONSOR has implemented or intends to implement such a project and has presented a Project Proposal which is acceptable to the MINISTER;

AND WHEREAS the MINISTER is prepared to make a contribution in respect of a portion of the wages paid to employees hired by the PROJECT SPONSOR to work on the project, including a portion of the salary paid to the PROJECT SPONSOR for working on the project, and of a portion of such other costs as the MINISTER in his absolute discretion considers to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives;

I NOW, THEREFORE, THIS AGREEMENT WITNESSES that the parties hereto, in CONSIDERATION of the covenants and undertakings herein contained, covenant and agree with each other as follows:

In accordance with the provisions of the Project Proposal (as summarized in Schedule A annexed hereto and forming a part of this agreement), and subject at the covenants and undertakings hereinafter provided, the PROJECT SPONSOR hereby undertakes and agrees to carry out the project in a manner acceptable to the MINISTER and substantially in accordance with the description contained in Schedule A and CANADA hereby undertakes and agrees to make a contribution not to exceed the sum of \$ 26,510----- for and in respect of wages actually paid to employees hired by the PROJECT SPONSOR to work on the project, of the salary paid to the PROJECT SPONSOR for working on the project where the sponsor is an individual and such other incurred costs as the MINISTER in his absolute discretion deems to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives.

II The PROJECT SPONSOR further covenants, undertakes, and agrees that:

1. (a) the project shall be carried out within the territorial limits of Canada and commence operation on or before the date shown in Schedule A to this agreement and in such manner as the MINISTER may approve, and shall be at all times under the direct supervision, management, and control of the PROJECT SPONSOR or of an agent of the PROJECT SPONSOR who has been approved by the MINISTER;

(b) the project shall be operated for the period or periods of weeks indicated in Schedule A and no contribution will be made for work carried out in weeks not included in such periods without the prior approval in writing of the MINISTER; it being understood that no contributions will be made for work carried out in excess of 52 calendar weeks;

(c) the project shall be subject to review and inspection by representatives of the MINISTER at such times and in such manner as they deem appropriate, and immediately upon receipt of written notice from the MINISTER, shall be altered in any manner considered appropriate to the MINISTER as being necessary to ensure that the objectives of the program and proper management procedures are being complied with;

(d) the project shall be operated in compliance with all laws, by-laws, and regulations enacted by competent authority and all permits, licences, consents and other authorizations as may be required to permit the carrying out of the project shall be obtained prior to the commencement of any activity;

(e) if requested by the MINISTER to do so, the PROJECT SPONSOR shall erect at his expense on the project site a sign to be supplied by CANADA identifying the project as a project receiving a contribution under the CANADA WORKS PROGRAM;

(f) the individual working PROJECT SPONSOR shall not concurrently receive wages from more than one Job Creation Branch project during the term of this agreement;

(g) wages paid to employees and, where applicable, to the individual working sponsor shall not exceed the locally prevailing wage rate for each occupation;

(h) no project employee shall concurrently receive wages from more than one Canada Works or Young Canada Works Program project during the term of this agreement, except in cases where the employee is working part-time on more than one project and the combined wages received do not exceed the prevailing wage rate for the occupation;

(i) the project shall provide a minimum of three jobs each week throughout the life of the project except during an initial period of two calendar weeks from the actual start date to organize the project and during the final two calendar weeks of the operation of the project to conclude operations;

Employees

2. (a) the services and facilities of the Canada Employment Centres/Canada Manpower Centres shall be used for the hiring of the employees unless prior written approval, which shall be given only in exceptional circumstances, is obtained from the MINISTER;

(b) all persons employed by the PROJECT SPONSOR to work on the project shall be persons who are either

(a) Canadian citizens,

(b) persons lawfully admitted to Canada for permanent residence, or

(c) persons lawfully permitted to remain in Canada as non-immigrants under Minister's Permit with permission to take employment;

(c) no member of the PROJECT SPONSOR'S immediate family living in the same household and employed on the project shall be paid all or part of his wages from the contributions made by CANADA under this agreement, and no contribution towards other costs in respect of the weeks worked by such person will be paid by CANADA, unless such payment is approved in writing by the MINISTER;

(d) all laws, by-laws, and regulations enacted by competent authority in respect of conditions of employment, labour standards, and fair wages shall be complied with;

(e) project employees shall be permitted, during normal working hours, to attend interviews relating to more permanent employment, subject only to the need to give the PROJECT SPONSOR reasonable notice of the employee's absence from work for the interview and, where requested, proof of attendance at the interview; it being understood that any contribution by CANADA in respect of wages for that employee shall be made for the period during which the employee is absent from work for an employment interview."

Accounts and  
Records

3. (a) proper books and records of the financial management of the project shall be maintained and, without limiting the generality of the foregoing shall include records of the names, addresses and work of all employees, their wage rate, the wages actually paid and the daily hours worked by each employee, records of all other project costs, expenditures and revenues, together with all vouchers, receipts, cancelled cheques and the like evidencing such costs, expenditures and revenues and separate records respecting the disbursement of all moneys received from CANADA under this agreement;

(b) the books and records shall be made available at all reasonable times for the inspection and audit by representatives of the MINISTER, who may make copies thereof and take extracts therefrom and proper facilities for any such inspection and audit shall be made available, together with any information that may be required with reference to such books and records;

(c) subject to any alternative direction by the MINISTER, all moneys received from CANADA under this agreement shall be kept in a separate account with an institution providing banking facilities and all withdrawals therefrom shall be recorded in the books and records of the project and used only for the purposes for which the moneys were received;

(d) there shall be forwarded to such place as the MINISTER or his representative may direct written monthly reports setting forth a detailed statement, certified correct by the sponsor or his agent, of all expenditures and revenues related to the project;

(e) whenever requested by the MINISTER, there shall be furnished such other reports concerning the expenses and progress of the project, particulars of the employees, and the attainment of project objectives;

(i) the financial accounts, reports, records, invoices, receipts and vouchers relating to the conduct of the project shall be retained by the PROJECT SPONSOR until:

(i) written permission for their disposal is obtained from the MINISTER under this agreement, and

(ii) permission for disposal is obtained from all appropriate authorities as may be required under applicable federal, provincial and municipal laws.

4. (a) all payments required by law to be made by an employer with respect to Income Tax, Unemployment Insurance, Canada Pension, Quebec Pension, holiday pay and other related matters shall be the sole and absolute responsibility of the PROJECT SPONSOR and, if requested by the MINISTER, prior to the receipt of any contribution from CANADA the PROJECT SPONSOR shall establish that all registration requirements pertaining to such payments have been completed;

(b) the actual carrying out of the project, the supervision and control of the employees in the employ of the PROJECT SPONSOR, the contracting with, and the supervision and control of, including the payment of any moneys due thereunder, any subcontractor engaged to undertake a portion of the project, and any liability or obligation which may arise therefrom shall be the sole and absolute responsibility of the PROJECT SPONSOR and there shall be no claims whatsoever made against CANADA;

(c) ANY AMOUNTS DUE TO SUBCONTRACTORS SHALL NOT BE CONSIDERED as a valid and proper claim in respect of WAGES but rather shall be deemed to be included in other costs of the project, any contribution thereto by the MINISTER being at his discretion and subject to the terms and conditions as hereinafter provided;

(d) nothing in this agreement shall be deemed to authorize the PROJECT SPONSOR to contract for or incur any obligation on behalf of CANADA and, except where expressly provided herein, CANADA shall not reimburse the PROJECT SPONSOR for any liability or obligation incurred;

5. (a) the MINISTER may withhold payment of such amount as he deems necessary pending approval by him of the progress of the project, the said amount to include a sum not exceeding 10% of the agreement value payable on receipt of a final progress report and financial statement acceptable to the MINISTER;

(b) if a portion of the contributions made by CANADA under the terms of this agreement has been used for the purchase of assets which have not been physically incorporated into the final product of the project, the MINISTER, at his discretion may direct that the assets so purchased either:

(i) be sold at a fair market value and the funds realized from such sale be immediately paid over to CANADA,

(ii) be turned over to a registered charitable organization,

(iii) be retained by the project in cases where the PROJECT SPONSOR satisfies the MINISTER that the project is able to continue, and will continue, as a registered charitable institution, or

(iv) be turned over to the MINISTER for transfer to the Crown Assets Disposal Corporation;

(c) no contribution shall be made in respect of such portion of the wages, costs and other approved costs to which CANADA already shares or is required to share or that CANADA has borne or is required to bear pursuant to any other agreement or any other Act of the Parliament of Canada;

(d) unless otherwise indicated in writing by the MINISTER, any REVENUE received as a consequence of carrying out the project during the term of this agreement shall be applied towards the costs of the project and no determination of the contribution by the MINISTER to the costs of the project shall be made until such revenues have been so applied.

III Subject to the PROJECT SPONSOR complying with its undertakings herein contained, CANADA covenants, undertakes and agrees that:

1. the contribution shall be an amount determined by the actual number of work-weeks carried out on the project by the PROJECT SPONSOR and employees from the date of commencement of the project to the date of conclusion of the project or termination or expiration of this agreement whichever occurs first, it always being accepted that at no time will a federal contribution exceed an average of fifteen thousand dollars (\$15,000) per month or part thereof for each month worked unless the prior approval in writing of the MINISTER is given to an increase upon this limit, and no contribution shall exceed in total, the amount of one hundred and eighty thousand dollars (\$180,000.00);

2. the amount of the contribution, within the limits of the federal contribution stated in clause 1, will be determined as follows:

(a) the wages paid to any person working on the project shall not be less than the relevant minimum wage required by law to be paid in that province, nor more than the prevailing wage rate in that locality for each occupation as determined by the Canada Employment Centre/Canada Manpower Centre, and within these limits:

(i) contributions for wages paid to the PROJECT SPONSOR where he is an individual and working on the project, or the Project Manager, shall be the lesser of

(a) the actual gross wages paid to that person, or

(b) an amount produced by multiplying the sum of the actual number of work-weeks worked on the project by the Project Sponsor or Project Manager by the wage rate for a Project Sponsor or Project Manager as shown in Column 5 of Schedule A to this agreement;

(ii) contributions for wages paid to Project employees other than the Project Manager, shall be the lesser of

(a) the actual gross wages paid to those persons, or

(b) an amount produced by multiplying the sum of the actual number of work-weeks worked on the project by the employees by the wage rate for employees as shown in Column 5 of Schedule A to this agreement;

(b) the lesser of

(i) the actual costs excluding gross wages incurred by the project which are deemed by the MINISTER to be directly and necessarily related to the efficient management of the project and to the attainment of the project objectives, or

(ii) the amount produced by multiplying the sum of the number of work-weeks worked by the PROJECT SPONSOR or Project Manager and the approved employees of the project by thirty dollars (\$30.00);

(c) for those projects for which an additional contribution is authorized in Column 6 of Schedule A in respect of material costs, the lesser of

(i) the costs of such materials actually incurred, or

(ii) the amount produced by multiplying the sum of the number of work-weeks worked by the PROJECT SPONSOR or Project Manager and the approved employees by thirty dollars (\$30.00);

3. in addition to the contributions set out in clauses III 1 and III 2, any assessment raised by a provincial or territorial Workmen's/Workers Compensation Board in respect of the employees of the project, including where applicable the PROJECT SPONSOR or the Project Manager, shall be paid by CANADA and such payments shall be made either to the PROJECT SPONSOR or on behalf of the PROJECT SPONSOR to the appropriate Board at the discretion of the MINISTER;

Payment

4. payment of the contribution shall be made in the following manner:

(a) an initial advance representing the estimated costs for the first two calendar months of operation for projects operating for three months or longer

OR

an initial advance representing the estimated costs for the first two calendar months of operation, but not to exceed ninety per cent (90%) of the total contribution, for projects operating for less than three months;

(b) such interim advances as the MINISTER may from time to time approve;

(c) a final payment of any sums due hereunder following approval by the MINISTER of a final progress report and financial statement, or if considered necessary by the MINISTER following completion of an audit by representatives of the MINISTER.

IV It is further understood and agreed by the parties hereto that:

1. if at any time, in the opinion of the MINISTER, the PROJECT SPONSOR has failed to conduct the project in a manner acceptable to the MINISTER, or has failed to comply with any of the undertakings contained herein, the MINISTER may:

(a) terminate the agreement by giving written notice thereof and any payments which would have been otherwise payable to the PROJECT SPONSOR at the time of such termination may, at the discretion of the MINISTER, be withheld; or

(b) give written notice to the PROJECT SPONSOR that the project has been placed on probation for a period of no longer than twenty-one days, during which time the PROJECT SPONSOR must take appropriate action to remedy the failings identified by the MINISTER, it being further understood and agreed by both parties hereto that

(i) during the period of probation the MINISTER shall continue to meet such undertakings set down herein,

(ii) during the period of probation the MINISTER, if it is deemed necessary, may terminate the agreement by giving written notice thereof, and

(iii) if the PROJECT SPONSOR fails to satisfy the MINISTER within the period of probation that the project is presently being conducted in a suitable manner and that the undertakings herein contained will be respected, the agreement shall terminate;

2. (a) in the event payments made to the PROJECT SPONSOR exceed the amounts for which the PROJECT SPONSOR is properly entitled, any such overpayment shall be payable forthwith to the MINISTER upon receipt of notice thereof, and such overpayment shall be recognized as being a debt due to CANADA, and

(b) for purposes of (a) above, an overpayment may arise where

(i) payments made to the PROJECT SPONSOR exceed the sum set out in clause I above, or

(ii) it is revealed, by financial reports submitted by the PROJECT SPONSOR or by audit carried out by the MINISTER subsequent to the completion of the expected funding period of the project or by termination of this agreement pursuant to clause IV 1, that certain payments made to the PROJECT SPONSOR were not applied to the appropriate expenditures authorized by this agreement;

3. this agreement may be amended upon the mutual written consent of the parties;
4. no Member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising therefrom;
5. no federal, provincial or municipal government employee shall be allowed to derive any financial advantage from the operation of the project;
6. (a) that this agreement may not be assigned without the written approval of the MINISTER, and  
(b) except where this agreement is signed by more than one person as PROJECT SPONSOR, the agreement shall terminate upon the death of the PROJECT SPONSOR;
7. any payment due hereunder is subject to there being an appropriation for the fiscal year in which such commitment comes in course of payment;
8. where as a result of the activities of the project a work is produced, the production of which has been made possible by contributions herein, notwithstanding any action the PROJECT SPONSOR may take to protect the said work by copyright, patent, or other legal means, the PROJECT SPONSOR hereby authorizes the MINISTER to produce, reproduce, publish, translate, adapt, record by any means, diffuse and broadcast the said work;
9. where there is a significant demand by the persons to whom the project provides its services, the PROJECT SPONSOR shall ensure, to the extent that it is feasible to do so, that such persons can obtain the services from and can communicate with it in both official languages.

V It is further understood by the representatives of the PROJECT SPONSOR that the person or persons signing this agreement for a PROJECT SPONSOR which is not a legally incorporated body or registered partnership hereby undertake and agree to be personally, jointly and severally liable for any and all obligations assumed by the PROJECT SPONSOR under this agreement and for any future debt due to CANADA by reason of this agreement.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals.

THE CORPORATION OF THE CITY OF BRAMPTON

For the PROJECT SPONSOR

Mayor	Position	Date	Signature
Clerk	Position	Date	Signature

For the MINISTER of Employment and Immigration

Director, Job Creation Branch

	Position	Date	Signature



**CANADA WORKS PROGRAM – SCHEDULE "A"**

FORMING PART OF THE AGREEMENT UNDER THE CANADA WORKS PROGRAM BETWEEN THE GOVERNMENT OF CANADA AND:

Constituency K 44	CEC/CMC 3251	Project No. 2307 GK 6
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Name of Project <b>Community Works</b>	Location of Project (i.e. community in which project operates) <b>Brampton K 44</b>
Name of Sponsor <b>The Corporation of the City of Brampton, (Parks and Recreation Department)</b>	
Address of Sponsor <b>150 Central Park Drive, Brampton, Ont. Attn: K. Lambden 453-4110</b>	

The Project Must Start on or Before: <b>3 October 78</b>	Expected Period of operation FROM <b>18 Sept 78</b> TO <b>31 August 79</b>	Normal Work Week Hours <b>35</b>
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**PROJECT DESCRIPTION AND OBJECTIVES**

This project will undertake community development work with residents of high "risk" housing developments in the City of Brampton.

Project staff will focus on developing a sense of community responsibility by organizing group educational and recreational activities, facilitating information sharing and providing access to existing community resources.

Notwithstanding Section II, Article 3, Subsection (c): All funds contributed to the project by the Canada Employment & Immigration Commission will be integrated with the funds of the City of Brampton, Parks and Recreation Department. For the Commission's monitoring and auditing purposes, the following records will be made available:

- a) signed TD1 for each employee;
- b) authorized time sheets or attendance records;
- c) a record of the individual earnings for each employee;
- d) receipts, vouchers and invoices for all expenditures being charged to the project;
- e) cancelled cheques for all expenditures charged to the project.

**CALCULATION OF FEDERAL CONTRIBUTION**

Total Estimated Jobs (1)	Total Estimated Work - Weeks (2)	(3)	Estimated Cost (4)	Maximum Allowable Federal Contribution		Permissible Federal Contribution (Lesser of 4 or 6) (7)
				Per Week (5)	Total (Col. 2 x Col. 5) (6)	
1	15	Project Manager Wages FROM 18 09 78 TO 29 12 78	2565	171	2565	2565
	35	FROM 01 01 79 TO 31 08 79	6300	180	6300	6300
2	30	Other Employees Wages FROM 18 09 78 TO 29 12 78	3930	131	3930	3930
	70	FROM 01 01 79 TO 31 08 79	9660	138	9660	9660
	150	OTHER EXPENSES	4055	30	4500	4055
		ADDITIONAL CONTRIBUTION TO MATERIAL COSTS				
		GROSS PROJECT COST	26,510			
		LESS REVENUES				
		NET PROJECT COST	A \$ 26,510			
		NO. OF MONTHS OR PART-MONTHS THAT PROJECT WILL OPERATE	12 x \$ 15,000			
		MAXIMUM FEDERAL CONTRIBUTION: LESSER OF A, B OR C. MUST NOT EXCEED \$ 180,000.				
				TOTAL	B \$ 26,510	
					C \$ 180,000	
					\$ 26,510	

For the Canada Employment and Immigration Commission	For the Sponsor
Signature _____ Date _____	Signature _____ Date _____
Signature _____ Date _____	Signature _____ Date _____

Activity Code 1 8 0 2	Rec. Code D M	Constituency K 4 4	CEC/CMC 3 2 5 1	S1	S2	S3	Fed. Cont. to Mar. 31	Fed. Cont. after Mar. 31
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RESOLVED November 6th 19 78



# BY-LAW

No. 272-78

Being a By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and The Government of Canada represented by the Minister of Employment and Immigration.