

AGREEMENT
BETWEEN CLIENT AND CONSULTANT

THIS AGREEMENT MADE THE 1st DAY OF JUNE 1986

BETWEEN:

THE TOWN OF PELHAM
BOX 400
PELHAM TOWN SQUARE
FONTHILL, ONTARIO
L0S 1E0

hereinafter called the "Client"
OF THE FIRST PART

AND

THE STARR GROUP INC.
52 SHEPPARD AVENUE WEST
SUITE 100
WILLOWDALE, ONTARIO
M2N 1M2

hereinafter called the "Consultant"
OF THE SECOND PART

WHEREAS the Client intends to take advantage of study grants offered by the Ministry of Housing to prepare a Municipal Housing Statement Update, to provide an indication of the municipality's housing needs.

WHEREAS the Consultant is retained to provide the services as outlined below in order to complete a Municipal Housing Statement Update.

NOW THEREFORE IN CONSIDERATION of the mutual covenants hereinafter contained the parties hereto do covenant and agree each with the other as follows:

SECTION 1 - DEFINITIONS

In this Agreement:

- 1.1 "Client" means the Town of Pelham
- 1.2 "Consultant" means The Starr Group Inc., his agents, servants and employees
- 1.3 "Minister" means the Minister of Housing
- 1.4 "Ministry" means the Ministry of Housing
- 1.5 "Statement Update" means the document called the Municipal Housing Statement Update

SECTION 2 - THE CONSULTANT'S SERVICES

2.1 General Services

The Consultant agrees to furnish and perform professional services in the preparation of a Statement Update according to the proposal as mutually agreed upon by the Consultant and the Client, a copy of which is attached as Schedule "A".

2.2 Specific Services

Without limiting the generality of the foregoing, the Consultant agrees to perform the following services:

(a) Review with the Ministry

The Consultant will be responsible for ensuring that the document prepared meets all current standards and procedures of the Ministry existing at the time of this agreement.

(b) Performance

The Consultant shall exercise reasonable care, skill and diligence in performing the services set out herein.

(c) Confidentiality

The Consultant shall keep strictly confidential any personal or confidential information communicated to or acquired by the Consultant during the course of completing the Statement.

(d) Return of Documents

The Consultant shall, upon completion of the work, return all documents and materials provided by the client over the course of the study.

2.3 Errors and Omissions

The Consultant agrees that any corrections of errors and omissions requested by the Client or the Ministry during the approval process, will be provided at no additional cost to the Client, during a period of six months after the final Statement has been submitted to the Client, provided that the required changes relate directly to the terms of reference as described in attached Schedule "A".

SECTION 3 - THE CLIENT'S RESPONSIBILITY

3.1 Access to Municipal Documents and Statistics

The Client shall make available to the Consultant any municipal documents that will assist in the preparation of the Statement and that are available to and under the control of the Client such as past survey data information from the Ministry, the Official Plan, and the current restricted area (zoning) by-law.

3.2 Client's Decisions

The Client shall give due and reasonably expeditious consideration to all matters arising in the course of the performance of the services that require direction or a decision by the Client in order that the Consultant will not be unreasonably delayed in performing the services provided for herein.

3.3 Use of Space

The Client shall make available to the Consultant work space and the use of a telephone, for local calls relating to the preparation of the Statement during visits to the municipality.

3.4 Approval Process

When the Client has adopted the Statement the Client shall be responsible for submitting it to the Ministry for approval by the Minister.

SECTION 4 - FEES AND DISBURSEMENTS

4.1 Fees

The Client shall pay to the Consultant for the services specified in Section 2 of this agreement the total amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500), which amount shall be payable in accordance to the following fee schedule:

FEE SCHEDULE

\$2,500 upon sending of survey
\$3,750 following submission of draft report
\$1,875 following approval of the final report

Survey Expenses

The Client agrees to pay all out-of-pocket expenses (ie. printing, postage, envelopes, supplies, labelling, stuffing) required to carry out the questionnaire survey.

4.3 Accounting

Billings will be submitted in accordance with the fee schedule outlined in Section 4.1. Payment to the Consultant will be made within thirty days of receipt by the Client.

4.4 Additional Services

If during the term of the Consultant's obligation as described in Section 2 hereof, the Client makes a decision for which its proper execution involves additional services or expenses not normally incurred in providing the services set out in Section 2 hereof, the Consultant will immediately advise the Client in writing that such extra services will be necessary. The additional fee for the provision of the extra services shall be approved by the Client prior to proceeding with the additional services.

SECTION 5 - GENERAL CONDITIONS

5.1 Indemnity

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages which the Client may suffer as a result of negligence by the Consultant, his employee or agents, in the performance or rendering of, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of any work or services required hereunder.

5.2 Right of Use

The Study material and Statement shall be performed and completed for the sole benefit of the Client which shall have the exclusive right to utilize and reproduce the material therein as the Client may see fit. The Client shall, however, acknowledge the Consultant's authorship of any material contained in the Statement which the Client may reproduce in either original or abbreviated form in in any publication which it may issue or cause to be issued.

5.3 Adherence to Time Schedules

The Consultant shall carry out the work with the utmost dispatch and subject to delays beyond its control, shall complete the work in accordance with the approved schedule or any subsequent revision that may be agreed upon by the Consultant and the Client.

5.4 Arbitration

In the case of any dispute arising between the Client and the Consultant as to their respective rights and obligations under this agreement, either party hereto shall be entitled to require arbitration with respect to the dispute by giving a written notice to arbitrate one to the other. In that event, each of the Client and Consultant, within five (5) days after the giving of notice to arbitrate, shall give notice to the other nominating one arbitrator on behalf of the party giving the notice and the two arbitrators so nominated within five (5) days shall nominate a third arbitrator, the three arbitrators so nominated shall determine the dispute having regard to all of the provisions of this agreement (provided that if either party shall fail to nominate an arbitrator in accordance with the foregoing or if the two arbitrators who have been nominated fail to agree on the nomination of the third arbitrator, either the Client or the Consultant may apply, upon notice to the other, to a Justice of the Supreme Court of Ontario who shall have jurisdiction to nominate such arbitrator or arbitrators). The decision of any two of the three arbitrators shall be binding and final upon the parties. The cost of such arbitration shall be as awarded by the arbitrators. Except as to matters otherwise provided herein, the provision of the Arbitrations Act of Ontario (or any successor statute thereof) shall apply.

5.4.1 Upset Limit

The upset limit for carrying out this project as specified in Schedule A is \$7,500. No funds above that limit are to be paid for work carried out by the Consultant unless prior written approval is given by the Client.

5.5 Notices

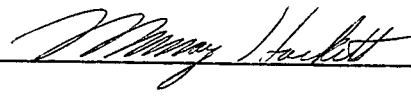
All notices, requests and other communications required in writing in this Agreement shall be deemed to have been duly given at the time of delivery or two days after the day of mailing if mailed by first class mail postage prepaid and addressed:

- (a) THE TOWN OF PELHAM
BOX 400
PELHAM TOWN SQUARE
FONTHILL, ONTARIO
L0S 1E0
- (b) to the Consultant at:
- THE STARR GROUP INC.
52 SHEPPARD AVENUE WEST
SUITE 100
WILLOWDALE, ONTARIO
M2N 1M2


IN WITNESS WHEREOF THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.



TOWN OF PELHAM MAYOR



CLERK



THE STARR GROUP INC.
EDWARD STARR, PRESIDENT.