

THIS AGREEMENT entered into as of this 11th day of May, 1989 by and

BETWEEN INSTITUTE OF ENVIRONMENTAL RESEARCH (1985) INC.
 (hereinafter called the CONSULTANT)
 whose office is located at
 81 Sheppard Avenue West, Suite 201
 Willowdale, Ontario M2N 1M4

and - CORPORATION OF THE TOWN OF PELHAM
 (hereinafter called the CLIENT)

WITNESSETH THAT:

WHEREAS, the Client desires to engage the Consultant to render certain technical and professional services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONSULTANT

The Client hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in connection with the preparation of the Parks and Recreation Master Plan.

2. SCOPE OF SERVICES

The Consultant shall do, perform and carry out, in a satisfactory and proper manner, the services as set out in Schedule "A". Schedule "A" is the proposal prepared by the consultant and R.E. Winter & Associates and submitted on March 28, 1989.

3. MEETINGS

The Consultant or his representative shall meet with the Client, as outlined in Schedule "A", at times mutually satisfactory to both during the period of this Agreement to discuss reports and to explain findings and recommendations.

4. TIME OF PERFORMANCE

The services of the Consultant are to commence as soon as practicable after the execution of this Contract. The services of the Consultant and the obligations of the Client shall be undertaken and performed in such sequence as to assure the completion of the study within thirty-two (32) weeks.

If for any reason beyond the control of the Client or the Consultant the work cannot be completed within this time, the Time of Performance shall be subject to renegotiation between the Client and the Consultant.

5. COMPENSATION

- (i) The Consultant shall be paid for the due performance of the services required of him, a fee of forty-three thousand, seven hundred and eighty dollars (\$43,780).
- (ii) Payment shall be made in every case not later than thirty (30) days from the receipt of a statement of account for payment from the Consultant as outlined above. Overdue accounts are subject to carrying charges at a rate of 2% per month.
- (iii) The Consultant shall not be required to prepare for, nor to appear in any litigation on behalf of the Client unless the Consultant is compensated therefore on a "Per Diem Rate" basis.

6. PERSONNEL

- (i) The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Agreement.
- (ii) All services under this Agreement will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Provincial law to perform such services.

7. CHANGES

- (i) The Consultant shall be entitled to make such deviations in carrying out the work as he may reasonably consider desirable in the Client's interest, provided that no additions to the cost of the work are caused thereby. All deviations, alterations, additions or omissions require the sanction of the Client.
- (ii) The Client may, from time to time, request changes in the scope of the services of the Consultant to be performed hereunder. Where in the opinion of the Consultant such changes will involve any increase or decrease in the amount of the Consultant's compensation such amounts shall be mutually agreed upon, in writing, by and between the Client and the Consultant.
- (iii) If it shall become necessary for the Consultant to make any changes in any designs, drawings, plans or reports for any part of the work for reasons over which he has no control or if the Consultant is put to any extra work, cost or expenses by reason of any act or matter over which he has no control, the Consultant shall be compensated for such changes or extra work on a "Per Diem Rate" basis; provided that prior to the commencement of such changes or extra work the Consultant shall notify the Client in writing of his intention to make such changes or carry out such extra work and of the costs associated therewith and that the Consultant shall proceed with such changes only following the receipt of written approval of the Client.

- (iv) If the project or any part thereof is abandoned by the Client at any stage prior to completion, or if any stage of the Consultant's work is unduly delayed for reasons beyond his control, the Consultant shall be entitled forthwith to render an account for his services from the inception of the work and the Client shall compensate the Consultant for all work completed to the point of abandonment or undue delay.

8. CLIENT OBLIGATIONS

- (i) The Client shall furnish the Consultant with necessary base maps and any other information or studies previously conducted in the area which relate to the Consultant's services and shall perform any other duties set out as the Client's share of the project and shall furnish the Consultant with these within the time frame stipulated by the Consultant to enable him to proceed according to the timetable and work program set out in Schedule "A".
- (ii) The Client shall give due consideration to all plans, drawings, reports, proposals and other information provided by the Consultant and shall make any decisions which it is required to make in connection therewith within the timetable and work program set out in Schedule "A".
- (iii) Any and all designs, drawings, plans, reports, and other documents furnished by the Consultant will be prepared on the assumption that all information supplied by the Client or on behalf of the Client by any person or persons other than the Consultant is correct, and the Consultant shall not be liable for any loss or damage arising from any inaccuracy in such information. The Client shall immediately notify the Consultant of any discrepancies or inaccuracies in such information as they become apparent. The Consultant shall be entitled to make any necessary change or changes in his designs, drawings, plans, reports, and other documents at the Client's expense if any such information should be erroneous or inaccurate.

9. LIABILITY OF CONSULTANT

The Consultant agrees with the Client that he will provide under this Agreement the standards of care, skill and diligence normally provided in the performance of services in respect of work similar to that contemplated by this Agreement. The Consultant's liability under this Agreement to the Client for any claim in contract or in tort related to the services provided under this Agreement howsoever arising shall be limited to loss or damage directly attributable to the negligent acts of the Consultant, his officers, servants or agents, or his failure to provide the standards of care, skill and diligence aforesaid. In no event shall the Consultant be liable for loss or damage occasioned by delays beyond the Consultant's control

The Client in consideration of the provision by the Consultant of the services set forth in this Agreement, agrees to the limitations of the liability of the Consultant aforesaid.

10. INTEREST OF CONSULTANT

The Consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of his services hereunder. The Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed or engaged as a specialist.

11. FINDINGS CONFIDENTIAL

Any reports, information, data, etc., given to or prepared or assembled by the Consultant under this Agreement which the Client requests in writing to be kept as confidential shall not be made available to any individual or organization by the Consultant without the prior written approval of the Client.

12. COPYRIGHT OF PROJECT REPORTS, ETC.

No report, document, or other data produced in whole or in part with project funds shall be copyrighted by the Consultant, neither shall any notice or copyright be registered by the Consultant in connection with any report, document, or other data developed by him for the project.

13. ARBITRATION

- (i) All matters in difference between the parties hereto in relation to this Agreement shall be referred to arbitration provided both parties so agree.
- (ii) No person shall be appointed to act as arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the Client or the Consultant.
- (iii) The award of the arbitrator shall be final and binding upon the parties.
- (iv) The provision of The Arbitration Act, R.S.O., 1980, shall apply to the arbitration.

14. NOTICE

Any notice as provided for under this Agreement may be served or given

- (i) by the Client to the Consultant by mailing the same by prepaid registered mail addressed to:
 INSTITUTE OF ENVIRONMENTAL RESEARCH (1985) INC.
 81 Sheppard Avenue West, Suite 201
 Willowdale, Ontario M2N 1M4

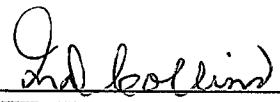
and

- (ii) by the Consultant to the Client by mailing the same by prepaid registered mail addressed to:
 TOWN OF PELHAM
 Post Office Box 400
 Pelham Municipal Building
 20 Pelham Town Square
 Fonthill, Ontario L0S 1E0
 Att: Mr. Allen Peters, Director of Parks and Recreation

15. ENUREMENT


This Agreement and everything herein contained, unless the context otherwise requires, shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands and seals the day and year first above written, and the parties hereto have hereunto affixed their Corporate Seals by the hands of their proper officers duly authorized in that behalf.

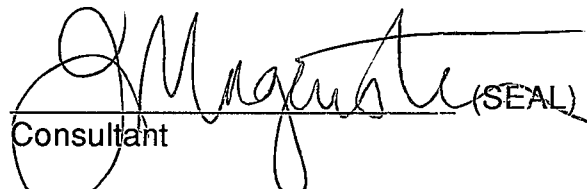


~~Witness~~ Mayor


 _____ (SEAL)
~~Client~~ Clerk



 Witness


 _____ (SEAL)
 Consultant