

THIS AGREEMENT for the Provision of Professional Services made this 3rd day of June, 2011.

BETWEEN:

The Corporation of the Town of Pelham
Hereinafter referred to as the "The Client"

- and -

CARL BRAY & ASSOCIATES LTD.
Hereinafter referred to as the "Consultant"

WHEREAS the Client wishes to retain the Consultant to provide consulting services to the Client in connection with the **Town of Pelham Heritage Master Plan** as more particularly described in the Consultant's proposal of May 4, 2011 and as identified on Schedule "A" (**Cost Proposal**), attached to and forming part of this Agreement, hereinafter referred to as the "Project";

NOW THEREFORE, this Agreement witnesseth that for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Client and the Consultant agree as follows:

1.0 DUTIES AND RESPONSIBILITIES

- 1.1 Subject to the terms and conditions hereof, the Client hereby retains the Consultant to provide the services more particularly described and defined in the Consultant's proposal of May 4, 2011 and Schedule "A" to this Agreement, and which shall be and form for all purposes part of the Agreement.
- 1.2 The Client shall:
 - a) make available to the Consultant all relevant information required by the Consultant, and shall instruct the Consultant as to the Client's requirements, including objectives, constraints and criteria, and the Consultant shall be entitled to rely upon the accuracy and completeness of all such information and data furnished by the Client;
 - b) promptly review all documentation and reports submitted by the Consultant, and inform the Consultant of decisions in time for the orderly progress of the Consultant's services;
 - c) designate a representative to act as the Client's representative who will have authority to transmit instructions to and receive information and submissions from the Consultant;
 - d) immediately notify the Consultant whenever the Client becomes aware of any defect or deficiency in the performance by the Consultant of its obligations under this agreement.

2.0 TIME AND ATTENTION

- 2.1 The Client acknowledges that the Consultant is an independent contractor and not an employee. As such, the Client understands and acknowledges that the Consultant has other business interests over and above the Project, and that the Consultant will be required from time to time to devote time and attention to those various business interests.

3.0 RENUMERATION

- 3.1 The Client shall pay the Consultant \$88,000.00 (plus \$11,400.00 H.S.T) which is inclusive of all professional fees, travel and disbursements, for providing the services in accordance with those payment terms set out in the Proposal.
- 3.2 For the purpose of this Agreement, the Consultant will invoice the Client monthly for all professional fees, travel and disbursements incurred by the Consultant in the previous period.

4.0 AMENDMENTS

- 4.1 The scope of the services will be as set out in the Consultant's proposal of May 4, 2011 unless otherwise agreed.
- 4.2 No modification, supplement, termination, waiver or amendment to this Consulting Agreement may be made unless agreed to by the parties in writing.
- 4.3 With the consent of the Consultant, the Client may, in writing, at any time after the execution of this Agreement, increase or vary the services forming the subject of this Agreement, and if such action by the Client necessitates additional services, the Consultant shall be paid in accordance with the fee rate schedule as defined in Schedule A, together with such expenses and disbursements as agreed upon at the time of amendment to the Agreement.
- 4.4 No amendment to the Agreement shall be binding unless it is incorporated into the Agreement by written amendment, executed by the authorized representatives of the Client and of the Consultant.

5.0 CONFIDENTIALITY

- 5.1 The Consultant shall keep confidential all information and documentation provided to the Consultant by or on behalf of the Client in connection with the Project, and shall not disclose any such information or documentation to any person without the written permission of the Client.

6.0 INTELLECTUAL PROPERTY

- 6.1 All documents, in whatever form, prepared by the Consultant are instruments of its services and all associated intellectual property rights will remain vested in the Consultant. The Client will have a royalty-free license to use such documents for the purpose and project for which the services are provided. If the Client uses such documents for any other purpose or project, the Client will do so at its sole risk and the Client will defend, indemnify and hold harmless the Consultant from and against all associated claims, damages and costs. This Clause will survive termination of the Contract.

7.0 SUSPENSION OR TERMINATION

- 7.1 The Consultant, at its option, may without giving any notice or incurring any liability whatsoever to the Client, suspend performance of the services at any time or terminate this agreement upon written notice to the Client if any invoice is outstanding for more than thirty (30) days. Upon termination, any

and all amounts due under this Consulting Agreement shall become due and payable immediately and the Consultant shall have no further obligations or responsibilities under this Consulting Agreement.

8.0 INDEMNIFICATION

8.1 The Client shall indemnify and save the Consultant harmless from and against all claims, losses, damages, costs, expenses and other actions which the Consultant may suffer as a result of negligence on the part of the Client, its employees, subcontractors or agents, related in any way to the services provided by the Client pursuant to this Agreement.

8.2 The Consultant shall indemnify and save the Client harmless from and against all claims, losses, damages, costs, expenses and other actions which the Client may suffer as a result of negligence on the part of the Consultant, its employees, subcontractors or agents, related in any way to the services provided by the Consultant pursuant to this Agreement.

9.0 SURVIVAL

9.1 The provisions of this Consulting Agreement as they relate to the payment of remuneration, and/or any indemnification by the Client and Consultant and the confidential provisions as contained in Section 5.1 shall survive the termination of this Consulting Agreement.

10.0 NOTICES

10.1 Any notice or other document required or permitted to be given, sent or delivered under this Consulting Agreement to any party hereto shall be in writing and shall be sufficiently given, sent or delivered if it is:

- a) delivered personally to the party or to an officer or director of such party;
- b) sent to the party entitled to receive it by prepaid courier service; or
- c) sent prepaid by facsimile or other similar means of electronic communication.
- d) notices shall be sent to the following applicable addresses or facsimile numbers:

in the case of the Client:

Corporation of the Town of Pelham
20 Pelham Town Square, PO Box 400
Fonthill ON.
L0S 1E0
Attention: Craig Larmour, Director of Planning Services

in the case of the Consultant:

Carl Bray & Associates Ltd.
803 Johnson Street
Kingston, Ontario
K7L 2B6
Attention: Carl Bray, Principal

or to such other address as the party is entitled to or receiving such notice shall have communicated to the party giving, sending or delivering such notice.

10.2 Any notice, designation, communication, request, demand or other document given, sent or delivered as aforesaid shall:

- a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;
- b) if sent by courier as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery; and

11.0 GOVERNING LAW

11.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

12.0 ENTIRE AGREEMENT

12.1 This Agreement, including any Schedules hereto, constitutes the entire agreement between the parties pertaining to the subject matter of this Consulting Agreement and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. None of the parties shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Consulting Agreement and/or its Schedules. The parties further acknowledge and agree that, in entering into this Consulting Agreement, they have not in any way relied, and will not in any way rely upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Consulting Agreement.

13.0 SEVERABILITY

13.1 Any provision of this Consulting Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or invalidity and shall be severed from the balance of this Consulting Agreement, all without affecting the remaining provisions of this Consulting Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

14.0 RIGHTS AND WAIVERS

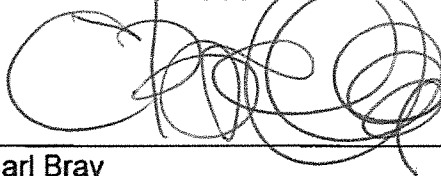
14.1 No delay in exercising, or failure to exercise, any right accruing to the Consultant under this Consulting Agreement will operate as a waiver of such right, nor will a waiver of any single default be deemed a waiver of any other prior, subsequent or concurrent default.

15.0 SUCCESSORS AND ASSIGNS

15.1 This Consulting Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Consulting Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Consulting Agreement as of the day and year first written above.

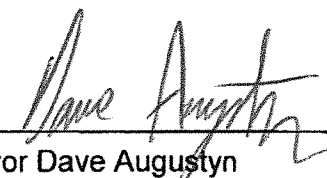
CARL BRAY & ASSOCIATES LTD.




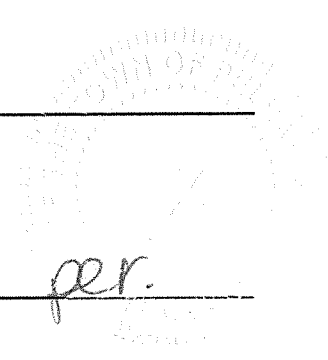
Carl Bray

I have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF PELHAM



Mayor Dave Augustyn

Clerk Nancy J. Bozzato

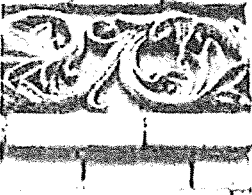
Schedule A

Cost Proposal – (see attached)



BRAY

HERITAGE



Carl Bray & Associates

803 Johnson Street

Kingslon, ON K7L 2B6

TEL 613 542-3393

FAX 613 549-6231

carl@brayheritage.com

Pelham Heritage Master Plan

Budget (Form of Tender)

Upset fee: \$84,000.00

Disbursements:

Travel	\$2500
Graphics/mapping	\$500
Printing	\$500
Phone/research materials	\$500
	<u>\$4000.00</u>

TOTAL (FEES AND DISBURSEMENTS): \$88,000.00

(HST in addition) (\$11,440.00)

Team per diem rates:

Bray Heritage:

Carl Bray (Principal)	\$1200
Alissa Golden	\$400

The Planning Partnership

Ron Palmer (Partner)	\$1400
Support staff	\$680

Archaeological Services

Ron Williamson (Partner)	\$1000
Dave Robertson	\$800
Rebecca Sciarra	\$800
Lindsay Popert	\$685
Support	\$450

The Tourism Company

Mike Robbins (Partner)	\$1400
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Baird Sampson Neuert

Jon Neuert (Partner)	\$1200
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Please refer to the team allocation chart in Envelope A to determine costs/task.