

DRAFT

THIS AGREEMENT made this 21st day of November , 1983.

B E T W E E N:

THE CORPORATION OF THE TOWN OF GRIMSBY, THE CORPORATION OF THE TOWN OF LINCOLN, THE CORPORATION OF THE TOWN OF PELHAM and THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN,

Hereinafter called "the Municipalities"

- and -

PROCTOR & REDFERN LIMITED,

Hereinafter called "the Consultant"

WHEREAS the Consultant has prepared a work program describing an approach to undertake an environmental assessment of the long term waste management needs for the Municipalities, and the Board of Management of the Joint Sanitary Landfill Site Committee of the Municipalities has recommended to the Councils of each of the Municipalities that the said work program be approved subject to certain modifications and amendments thereto as contained in Report DPW-83-99 of the Department of Public Works of The Corporation of the Town of Grimsby, which Report has been adopted by the Councils of each of the Municipalities.

NOW THEREFORE WITNESSETH that in consideration of the covenants herein contained, the parties hereto agree as follows:-

1. In this agreement:-

(a) "Consultant" means Proctor & Redfern Limited.

(b) "The Board of Management" means the Board of Management of the Joint Sanitary Landfill Site Committee established by the Municipalities to oversee waste management for the Municipalities.

(c) "Municipalities" means The Corporation of the Town of Grimsby, The Corporation of the Town of Lincoln, The Corporation of the Town of Pelham and The Corporation of the Township of West Lincoln.

(d) "Steering Committee" means the Steering Committee as established by the Municipalities for an environmental assessment study to resolve the long term waste management needs of the Municipalities.

(e) "Work program" means the work program for environmental assessment and waste management prepared by the Consultant dated July, 1983, under the Consultant's project number E082565.

2. (a) The Municipalities retain the Consultant to perform and, subject to early termination of this agreement by the Municipalities as hereinafter provided, to complete all of the services detailed in Sections 1.0 to 6.0 of the work program.

(b) The Municipalities may, at any time, terminate this agreement without penalty or other payment whatsoever, save and except payment to the Consultant for services actually performed to the date of termination. The notice of such termination shall be forwarded to the Consultant by prepaid registered mail at the Consultant's last known address and shall be effective on the third business day after it was so forwarded.

(c) The Consultant shall perform the services to be performed hereunder in accordance with the following timetable:-

- (i) Phase I - September, 1983 to ^{March} January, 1984.
- (ii) Phase II - February, 1984 to ^{June} April, 1984.
- (iii) Phase III - April, 1984 to ^{March} January, 1985.

In the event that, for any reason, the time for completion of the services as set out above cannot be met by the Consultant, then such time may, with the consent of the Municipalities in writing, be extended.

3. (a) The fees payable to the Consultant for the services to be performed hereunder shall not exceed the sum of \$73,860.00, as follows:-

(i) Phase I

Proctor & Redfern fees -	\$ 9,800.00	
Morrison Beatty fees -	2,000.00	
Consultant's expenses -	500.00	
Consultant's report (15 copies) -	<u>180.00</u>	\$12,480.00

(ii) Phase II

Consultant's fees -	\$12,500.00	
Morrison Beatty fees -	5,000.00	
Consultant's expenses -	350.00	
Consultant's report (15 copies) -	<u>180.00</u>	\$18,030.00

(iii) Phase III

Proctor & Redfern fees -	\$14,900.00	
Morrison Beatty fees -	20,000.00	
Consultant's preparation for open house -	2,000.00	
Consultant's attendance at open house -	4,000.00	
Consultant's expenses -	950.00	
Consultant's report -	<u>1,500.00</u>	<u>\$43,350.00</u>
TOTAL:-		<u><u>\$73,860.00</u></u>

(b) The Consultant and such of its staff and other personnel employed by it in the performance of its services hereunder shall attend such meetings of the Steering Committee and open houses to inform the public of the works performed and to be performed in preparation for the environmental assessment as may be required by the Steering Committee and shall receive as compensation for each of such attendances such amounts as may be negotiated between the Consultant and the Steering Committee and, failing agreement, such amounts as may be established by arbitration in accordance with the provisions hereinafter set forth.

4. The Consultant shall use current state of the art principles and shall skillfully and competently perform the services and shall employ only skilled and competent staff who will be under the supervision of a senior member of the Consultant's staff. Without restricting the foregoing, the Consultant shall employ those persons whose curriculum vita appear in appendices "B" and "C" of the work program, provided that the Consultant may, with the approval of the Steering Committee, substitute personnel of equal skill and competence to the personnel set out in appendices "B" and "C", if, for any reason, such personnel are unable to perform the services allocated to them.

5. All drawings and documents or copies thereof required for their performance by the Consultant of the services hereunder shall be exchanged between the Municipalities and the Consultant on a reciprocal basis. Documents prepared by the Consultant for the Municipalities may be used by the Municipalities and all documents, drawings, reports and other material of any kind

whatsoever shall, at all times, be the property of the Municipalities.

6. The Consultant shall indemnify and save the Municipalities harmless from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever, whether direct or indirect, which the Municipalities, their agents, servants or officers, may suffer as a result of the negligence of the Consultant, its agents, servants or officers, in the performance of the services hereunder.

7. Neither the Consultant nor the Municipalities may assign this agreement.

8. Where the services to be performed by the Consultant are subject to the approval or review of an authority, department of government or agency other than the Municipalities, such application for approval or review shall be the responsibility of the Consultant, but shall be submitted by the Municipalities and, unless authorized by the Municipalities in writing, such applications for approval or review shall not be obtained by direct contact by the Consultant with such other authority, department of government or agency.

9. Any dispute, difference or disagreement between the Municipalities and the Consultant in relation to the agreement or to the services to be performed hereunder, shall be resolved by arbitration in accordance with the provisions of The Arbitrations Act, R.S.O. 1980, Chapter 25.

10. This agreement shall enure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE TOWN OF GRIMSBY

Per:

Mayor

Town Administrator

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

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THE CORPORATION OF THE TOWN OF PELHAM

Per:

E. G. Bergenstein

.....

THE CORPORATION OF THE TOWNSHIP OF
WEST LINCOLN

Per:

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.....

PROCTOR & REDFERN LIMITED

Per:

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10.00

138 AV.
St. Catharines, Ontario.
P. O. Box 1134,
183 King Street,
Burlington and Solicitor,
ROMYD GREENSPAN, O.C.

A G R E E M E N T

PROCTOR & HENDERSON LIMITED

- and -

WEST LINCOLN
AND THE CORPORATION OF THE TOWNSHIP OF
THE CORPORATION OF THE TOWN OF BETHAN
THE CORPORATION OF THE TOWN OF LINCOLN
THE CORPORATION OF THE TOWN OF GRIMSBY

DATED:

1983.