

AGREEMENT BETWEEN CLIENT AND CONSULTANT  
FOR CONSULTING SERVICES

AGREEMENT made in duplicate this 2nd day of APRIL, 1984

BETWEEN: TOWN OF PELHAM, Ontario

hereinafter referred to as the "Client"

- and -

GIFFELS ASSOCIATES LIMITED, 30 International  
Boulevard, Rexdale, Ontario M9W 5P3  
hereinafter referred to as the "Consultant"

W H E R E A S the Client has requested the Consultant to perform the services set out in Article II hereof in connection with the Project (as hereinafter defined) and the Consultant has agreed to perform such services on and subject to the terms and conditions of this Agreement:-

N O W T H E R E F O R E in consideration of the mutual promises herein-after contained, the Client and the Consultant agree as follows:-

ARTICLE I - DEFINITIONS:

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified unless the context otherwise specifies or requires:

1. "Project" shall mean a Study to Review the Lot Levy Policy of the Town of Pelham.
2. "Subconsultant" shall mean Osler, Hoskin and Harcourt, Barristers and Solicitors.

## ARTICLE II - PROJECT RESPONSIBILITIES

The Consultant will fulfill those tasks, goals and objectives outlined in Schedule "A", attached.

## ARTICLE III - FEES AND DISBURSEMENTS

The Client shall pay to the Consultant the following fees and disbursements for the performance of the services set out in Article II hereof:-

### FEES

Fees will be calculated on a time basis, representing the hours spent by the Consultant's staff in carrying out the services. Hourly charge rates for Consultant staff are set out in attached Schedule "B".

### DISBURSEMENTS

1. The Consultant shall be reimbursed for all expenses properly incurred by the Consultant in connection with the Project including, but not limited to, automobile mileage, reasonable travelling and living expenses, long distance telephone charges, teletype and telegraph charges, printing and reproductions, process photography, cartography, special delivery and express charges.
2. The Consultant shall be reimbursed for amounts paid by the Consultant for consulting services for the Project, performed by sub-consultants or other specialists.

#### ESTIMATE OF FEES AND DISBURSEMENTS

The sum of fees and disbursements is not to exceed \$14,920. If it is necessary for any reasons, to exceed this estimate, the Consultant will advise the Client in advance of any work which would cause additional fees to be incurred, and will not proceed with that work until authorized by the Client in writing.

#### PAYMENT

Payment of fees and disbursements shall be made within thirty (30) days after the Consultant has forwarded to the Client his statement of account, rendered monthly.

#### ARTICLE IV - GENERAL TERMS AND CONDITIONS

##### 1. Co-operation

- (a) The Client shall give due consideration to all designs, drawings, plans, reports and other information provided by the Consultant and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Consultant.
- (b) The Client shall, at the request of the Consultant, provide the Consultant with the following information and documents relating hereto, except insofar as the Consultant is expressly required to furnish the same under the terms hereof:
  - (i) all existing pertinent information which may affect the work to be done;

(ii) permission (subject to notice) to access the relevant people and property and carry out all necessary investigations.

2. Any and all plans, designs and reports 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 responsible for 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 plans, designs or reports at the Client's expense if any such information should be erroneous or inaccurate.

3. Delays

Should circumstances require a delay in the timing of the work schedule, notice will be provided by the Consultant as soon as practicable. Such delays will be subject to mutual agreement as to fairness and equity.

4. Abandonment or Suspension

If the Project or any part thereof is abandoned at any stage prior to completion, or if any stage of the Consultant's work is unduly delayed for reasons beyond his control, the Client shall pay to the Consultant a fee for his services from the inception of the work calculated on a time basis.

5. Ownership of Documents

All data collected and plans, drawings, questionnaires and documents prepared by the Consultant shall be the property of the Client.

6. Confidential Data

The Consultant shall not divulge any confidential information communicated to or acquired by him in the course of carrying out the services provided for herein. No such information shall be used by the Consultant on any other project without the approval of the Client.

7. Arbitration

- (a) All matters in difference between the parties hereto in relation to the Agreement may be referred to arbitration.
- (b) 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.
- (c) The award of the arbitrator shall be final and binding upon the parties.
- (d) The provisions of The Arbitrations Act, R.S.O. 1970, Chapter 25, shall apply to the arbitration.

ARTICLE V - SUCCESSORS AND ASSIGNMENT

This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto, and except as hereinafter otherwise provided, the executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above appearing.

Client: TOWN OF PELHAM  
.....  
Per: *E. Bergenstein*.....  
E. Bergenstein, Mayor

*M. Hackett*.....  
M. Hackett, Clerk/Administrator

Consultant: GIFFELS ASSOCIATES LIMITED  
.....  
Per: *J. Cover*.....  
J. Cover, Vice-President

WORK PLAN

The methodology described in the previous section will be carried out through the work plan described below. The work plan will be modified during the study if necessitated by legal considerations, otherwise changes will only be made as agreed in writing by the consultant and the Town. Description of the work plan is divided into six sections, namely:

1. Review
2. Analysis
3. Evaluation
4. Recommendations
5. Study Results
6. Approval Process

Review

- a) Capital projects that have used funds from the lot levy reserve.
- b) Current lot levy study and Town policy.
- c) Financial status of lot levy reserve fund.
- d) Administrative practices with respect to lot levy reserve funds (collections and dispositions).
- e) Site specific versus Town-wide levies.

## Analysis

### a) Data Collection

- historic records provided by Town staff
- interviews with key staff
- particulars of relevant legislation, court cases and Ontario Municipal Board decisions
- population forecasts by community provided by the Town
- details provided by Town staff on properties (if any) on which lot levies are not collectible
- cost estimates on capital projects in conjunction with Town committees and staff.

### b) Analysis

#### 1. Engineering Considerations

- review data, current situation and future needs with Town engineering staff and consultant
- analyze sewer, water, drainage and road systems for present adequacy and future needs.

#### 2. Legal Considerations

- review legal history of lot levies
- review methodology
- evaluate legality of recommendations
- present results.



### 3. Financial Considerations

- impact of development in rural and semi-rural areas
- identify capital projects needed in the Town over the next ten years
- establish capital cost estimates of identified projects
- reduce capital costs by the amount of expected grants
- allocate net capital cost of each project to common (upgrading, uncollectible and capital replacement) or growth causes
- allocate new growth costs to residential, commercial and industrial purposes
- accumulate capital costs of new growth by purpose (as above) and housing type through occupancy rates
- adjust for capital expenditures from current revenues, existing excess capacity and impacts created by provision of purchased services.

#### Evaluation

- a) Legal basis of lot levies with special emphasis on study approaches and recommendations.
- b) Definition of "hard" and "soft" services.
- c) Alternative approaches to adjust lot levies to inflation.
- d) Advisability of a lot levy that is uniform across the Town or site specific.

- e) Impact of other funds accruing to the Town for related uses.
- f) Project priorities based on legal precedent and need.
- g) Project cost estimates developed in co-operation with Town staff and engineering consultant.
- h) Justification for a lot levy on commercial and/or industrial development.
- i) Collection timing and methods.
- j) Relevance of various methods and techniques to adjust for inflation.

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#### Recommendations

- a) Interim policy of lot levy charges to be followed during study.
- b) Lot levy rate structure by housing type and land use (residential, commercial, industrial) where applicable.
- c) Uniform or site specific charge rate.
- d) Implementation procedures.
- e) Basis for lot levy (range of services).
- f) Implications of development in rural and semi-rural areas of the Town.

- g) Timing of collections.
- h) Treatment of cost changes caused by inflation.
- i) Adjustments necessitated by other cost changes such as service level changes.
- j) Lot levy fund administration procedures.
- k) Priority ranking of future capital projects to be funded from the lot levy reserves.
- l) Future review timing, approach, methodology and triggering.

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#### Study Results

- a) A justified rate structure of lot levies in a form ready for presentation to the Ontario Municipal Board.
- b) Written progress reports submitted regularly to the Town Finance Committee.
- c) A report identifying the recommendations described above with reasons for those recommendations.
- d) An established project team that can carry forward the report's position to the Ontario Municipal Board, if required.

### Approval Process

- a) Draft report presented to Town Treasurer.
- b) Number 2 draft presented to public meeting.
- c) Final report, including report of public review, presented to Town Finance Committee.

SCHEDULE B

COSTS

The study is planned to span a five month period. If authorization to proceed is received by February 1, 1984 and providing no extensive delays are experienced in obtaining data or scheduling meetings, the final report will be submitted by June 29, 1984.

The per diem rates for each team member are:

L. Kelly	325
S. Morehouse	525
R. Tranquada/W. Lachmaniuk	325
J. Zangari	460
B. Bucknall	
(Osler, Hoskin and Harcourt)	725
Engineering Technicians	225
Other Support Staff	150

The detailed budget for the study is set out on the next page. The total cost is \$14,920 composed of \$13,920 for 38 days of consulting time plus \$1,000 for disbursements such as printing, travel, communications, etc. Giffels Associates Limited is prepared to complete the study, as described, at a price not to exceed the \$14,920 figure, although individual items or groups of items may vary within the budget framework.

Invoices will be submitted monthly, based on actual time expended during the period at the stipulated rates, plus actual disbursements. Payment is due within thirty days.

Five copies of all interim and draft reports and twenty-five bound copies of the final report will be submitted. Any additional copies of reports will be provided on request at cost, but such cost is not included in the upset limit.

TOWN OF PELHAM LOT LEVY STUDY

STUDY COSTS

Project Initiation	Data Collection	Review	Eng'g. Analysis	Legal Analysis	Financial Analysis	Report Prep'n.	Report Pres'n.	Public Meeting	Total
Days	Cost	Days	Cost	Days	Cost	Days	Cost	Days	Cost
S.Morehouse	.5	263	.5	262		.5	263	.5	262
									2 1,050
J.Zangari	1	460			2	920	1	460	1 460
									7 3,220
L.Kelly	1	325	4	1,300	2	650	1	325	1 325
									17 5,525
R. Tranquada & W. Lachmaniuk									
			1	325	2	650			3 975
Engineering Technicians									
			1	275					1 225
R. Rucknall									
				2	1,450		1	725	3 2,175
Support Staff									
						3	450	1 150	5 750
2.5	1,048	4	1,300	4.5	1,462	3	975	3	1,775
						6	2,220	6.5	1,823
						5.5	2,382	3	935
								38	\$13,920
									Disbursements
									\$ 1,000
									TOTAL COST OF STUDY
									<u>\$14,920</u>

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