

THE MUNICIPALITY OF CHARLTON AND DACK

BY-LAW NO. 206


BEING A BY-LAW TO AUTHORIZE AN AGREEMENT WITH A PLANNER OF RECORD FOR THE MUNICIPALITY.

WHEREAS the Council for the Municipality of Charlton and Dack deems it expedient to enter into an agreement with Tunnock Consulting Ltd. for the services of planner of record for the Municipality.

NOW THEREFORE, the Council for the Municipality of Charlton and Dack enacts as follows:

1. **THAT** the Municipality of Charlton and Dack enter into an agreement with Tunnock Consulting Ltd. as per Schedule "A".
2. **THAT** the fees for services are stipulated in Schedule "B".
3. **THAT** Schedule "A" and "B" form part of this by-law.
4. **THAT** this by-law shall come into force and effect upon final passing thereof and remain in force and effect and until such time as it is repealed by the Council of the Corporation of the Municipality of Charlton and Dack.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY ENACTED AND PASSED THIS 28TH DAY OF APRIL, 2014.



Wayne Pawson/Reeve



Dan Thibeault/Clerk-Treasurer CAO

SCHEDULE "A" TO BY-LAW NO. 206

Agreement for Planning Services
Agreement Between
The Municipality of Charlton and Dack
The Corporation of the Township of Chamberlain
The Corporation of the Township of Ewanturel
The Corporation of the Town of Englehart
(hereafter referred to as the Municipalities)

And

Tunnock Consulting Ltd.
(hereafter referred to as the consultant)

WHEREAS authority is given under the Municipal Act for Councils to engage in contracts for the purposes of providing services;

AND WHEREAS the Municipalities require the provision of planning services to act as a planner of record;

AND WHEREAS Tunnock Consulting Ltd. is a company duly incorporated under the Ontario Business Corporations Act for the purpose of providing professional planning services and is staffed with planners duly accredited by the Canadian Institute of Planners of which the principal of the company is a Registered Professional Planner;

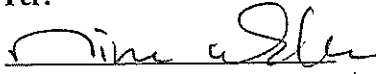
NOW THEREFORE the Municipalities hereby agree to the following terms and conditions:

1. **THAT** the consultant will provide and carry out planning services for the municipalities as required and with fees charged as per fee schedule attached and forming part of this agreement and such services shall be carried out in a professional capacity having due regard to the Code of Conduct of the Canadian Institute of Planners.
2. **THAT** each municipality will only pay for services as requested by that individual municipality such as but not limited to attendance at meetings.
3. **THAT** the consultant will not represent nor provide services to any developer or resident of member municipalities at any time while this agreement is in effect unless the Consultant has the expressed written permission duly authorized by resolution from each of the member municipalities to perform such services.
4. **THAT** in the case of a conflict between two member municipalities Tunnock Consulting will not represent either side in the dispute.
5. **THAT** the member municipalities may consult with the consultant on matters specific to their municipality and that the consultant will bill member municipalities directly for these services.
6. **THAT** the municipalities also agree to pay the consultant the fixed amount of \$3000.00 per year plus HST for unlimited advisory services for planning matters.
7. **THAT** the Consultant will invoice each municipality on a Monthly basis for all other services as per the fee schedule. Such invoices shall provide details as to the nature and dates of the work performed and shall contain a list of applicable disbursements.
8. **THAT** the Consultant will co-operate with the member municipalities auditor with respect to any financial matters involving business between the Consultant and member municipalities.

9. **THAT** all information collected by the Consultant in the performance of planning services shall be considered to be the property of the member municipalities and shall be surrendered immediately upon request. It is understood that in the collection of any information that the Consultant will have proper regard for the Municipal Freedom of Information and privacy Act and the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the member municipalities.
10. **THAT** the Consultant will maintain professional liability insurance errors and omissions in the amount of \$5,000,000 per claim as provided in the association with the Ontario Professional Planner's Institute with the understanding that such insurance shall be maintained in force at all times during the performance of this contract.
11. **THAT** this agreement shall be effective for 1 year from the date of its signing thereof and the terms of the Agreement shall remain in force unless otherwise amended in writing and agreed to by both the member municipalities and the consultant.
12. **THAT** this agreement shall be subject to the applicable laws of the Province of Ontario.
13. **THAT** this agreement may be terminated upon 60 day written notification by the each council of the four municipalities or the planner.

Town of Englehart

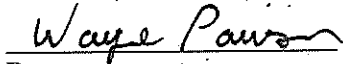
Per:


 Mayor
 Date: June 10/14


 Clerk

The Municipality of Charlton and Dack

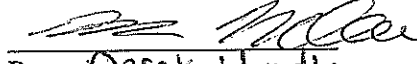
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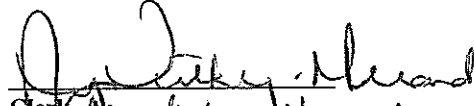

 Reeve
 Date: April 30, 2014


 Clerk

Township of Evanturel


Per:

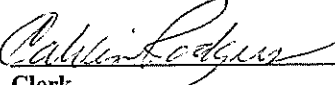

 Reeve Derek Muddle
 Date: May 14, 2014


 Clerk Amy Vickery-Merard

Township of Chamberlain

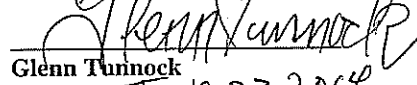
Per:


 Reeve
 Date: June 12/14


 Clerk

Turnock Consulting Ltd.

Per:


 Glenn Turnock
 Date: June 23, 2014

Schedule 'B'
Fees for Planning Services
Tunnoch Consulting Ltd.

Type of Service	Professional Fees	Disbursements
Consulting for the Four Member Municipalities ¹	\$3,000/ year	n/a
Zoning By-Law Amendment	\$950.00 Fixed Fee	n/a
Lifting 'h' Symbol	\$300 Fixed Fee	n/a
Minor Variance/Permission	\$150.00 Fixed Fee	n/a
Site Plan Application	\$500 Fixed Fee	n/a
Site Plan Agreement	\$1,000 Fixed Fee	n/a
Part-Lot Control, Validation of Title	\$300 Fixed Fee	n/a
Solicitor's Compliance letter	\$100 Fixed Fee	Courier at cost
Meeting Cost	\$200 Fixed Fee	Mileage @ \$0.45/km
Ontario Municipal Board	\$1,000/day for preparation and attendance at hearing	Mileage @ \$0.45/km, courier, printing at cost

Note: 1. Includes advice, planning opinions, Planning Reports, pre-consultation and day-to-day assistance by phone or email to member municipalities and public. Planning services are exclusive of any work related to an application once the application has been filed.

All fees listed above are exclusive of HST