

SCHEDULE "A" TO BY-LAW NO. 2012-01

Agreement for Planning Services

Agreement Between
The Central Timiskaming Planning Board consisting of:
The Municipality of Charlton and Dack
The Corporation of the Township of Chamberlain
The Corporation of the Township of Evanturel
The Corporation of the Town of Englehart
(hereafter referred to as the Board)

And

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

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

AND WHEREAS Section 11 (3) of the planning act allows for the hiring of staff and consultants;

AND WHEREAS the Central Timiskaming Planning Board requires 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 Central Timiskaming Planning Board and Tunnock Consulting Ltd. hereby agree to the following terms and conditions:

1. **THAT** the consultant will provide and carry out planning services for the board 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** the board will only pay for services as requested by the board 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 of the board or 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 board agrees to pay the Consultant the professional fees as per schedule for any matter that the board requests the services for. The board agrees to pay the consultant the fixed amount of \$1500.00 per year plus HST for unlimited advisory services for board matters.
6. **THAT** the Consultant will invoice the board on a Monthly basis for all other services as per 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.

7. **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.
8. **THAT** the Consultant will co-operate with the member municipalities auditor with respect to any financial matters involving business between the Consultant, member municipalities and the board.
9. **THAT** all information collected by the Consultant in the performance of planning services shall be considered to be the property of the board and or member municipalities and shall be surrendered to the board 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 board and or 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 board, 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 either the board or the planner.

The Central Timiskaming Planning Board

Per:



Chair

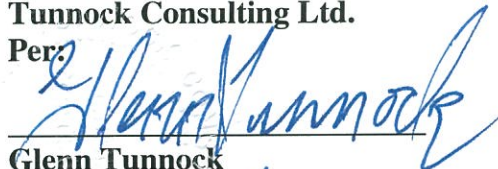
Date: March 11, 2014



Secretary

Tunnock Consulting Ltd.

Per:



Glenn Tunnock

Date: March 17, 2014

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

Type of Service	Professional Fees	Disbursements
Consulting for the Board ¹	\$1,500/ year	n/a
Official Plan Amendment – Major	\$2,500 Fixed Fee	n/a
Official Plan Amendment – Minor	\$1,500 Fixed Fee	n/a
Consent	\$150 per lot/unit/lot addition fixed fee	n/a
Site Plan Application	\$1,000 Fixed Fee	n/a
Site Plan Agreement	\$500 Fixed Fee	n/a
Subdivision	\$2,000 Fixed Fee	Courier, printing at cost
Subdivision Agreement	\$2000 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	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 Planning Board, 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