

The Corporation of the Township of Whitewater Region

By-law Number 17-08-983

Being a by-law to award the Recreation Master Plan to Milestone Strategy in collaboration with TCI Management Consultants

Whereas, Section 5 of the Municipal Act, 2001 S.O. 2001, c.25 as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

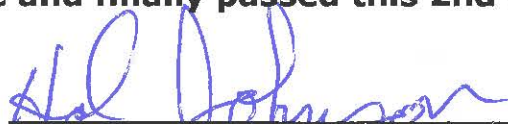
Whereas, Section 9 of the Act states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas, Council deems it expedient and necessary to award the Request for Proposals for a Recreation Master Plan to Milestone Strategy in collaboration with TCI Management Consultants;

Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. That the Request for Proposals for the development of a Recreation Master Plan to Milestone Strategy in collaboration with TCI Management Consultants for \$59,209.10 (including HST) and authorized the Mayor and CAO/Clerk to enter into the necessary agreement.
2. That the Mayor and Chief Administrative Officer/Clerk are hereby authorized and directed to execute the attached agreement on behalf of the Corporation of the Township of Whitewater Region and to affix to it the corporate seal of the Corporation of the Township of Whitewater Region.
3. That agreement attached hereto shall form a part of this By-Law.
4. This by-Law shall come into force and take effect upon the date of the final passing thereof.

Read a first, second and third time and finally passed this 2nd day of August, 2017.



Hal Johnson, Mayor



Robert H.A. Tremblay, Clerk

MILESTONE STRATEGY

PLANNERS AND MANAGEMENT CONSULTANTS

July 18, 2017

Mr. Robert Tremblay, CAO/Clerk
The Township of Whitewater Region
Administration Office
P.O. Box 40, 44 Main Street
Cobden, ON
K0J 1K0

Dear Mr. Tremblay,

**Re: Proposal to Prepare Township of Whitewater Region Recreation Master Plan
Whitewater RFP#2017-05**

Milestone Strategy is pleased to provide specialized parks and recreation, land use planning services to the Township of Whitewater Region related to the preparation of the Whitewater Region Recreation Master Plan in accordance with the Milestone Strategy Proposal and Financial Proposal dated July 2017 (the "Proposals").

Proposed Work Program

The work program shall be based upon that described in the Proposals.

Costs and Timing

Costs shall be based on a **Fixed Fee of \$58,185 plus HST**, for professional fees and expenses as described in the Proposals. Additional work, beyond that which is budgeted in the Proposals, shall be at the rate of \$160 per hour, plus disbursements, expenses and taxes and shall be based on the attached "Milestone Strategy, General Terms and Conditions".

We look forward to working with you and your team on this project. Please sign the attached authorization and forward it to our office for the project to commence.

Please do not hesitate to contact Ed Newhook at (416) 740-6709 or (416) 740-3856 (mobile), should you have any questions or comments regarding this proposal. Thank you.

Yours truly,

Milestone Strategy



Ed Newhook, MCIP, RPP
Principal

AUTHORIZATION FOR PLANNING SERVICES

COST: Fixed Fee of \$58,185 plus HST, for professional fees and expenses as described in the Milestone Strategy Proposal and Financial Proposal dated July 2017 (the 'Proposals'). Additional work beyond that which is budgeted in the Proposals shall be at the rate of \$160 per hour, plus disbursements, travel, expenses and taxes and shall be based on "Milestone Strategy, General Terms and Conditions" (attached and acknowledged upon signing).

RETAINER: \$0 (to be applied to the final invoice)

MILESTONE STRATEGY CONTACT: Ed Newhook, RPP MCIP, (416) 740-6709

CLIENT INFORMATION (Please print clearly)

CLIENT CONTACT/ COMPANY NAME: Mr. Robert Tremblay, CAO/Clerk
The Township of Whitewater Region
ADDRESS: Administration Office
P.O. Box 40, 44 Main Street
Cobden, ON
K0J 1K0
TELEPHONE: (613) 646-2282 (EXT) _____
E-MAIL: rtremblay@whitewaterregion.ca

BILLING INFORMATION (If different than above)

PURCHASE ORDER #: _____
COMPANY NAME: _____
ADDRESS: _____

POSTAL CODE: _____
TELEPHONE: (_____) _____ (EXT) _____
E-MAIL: _____

I HEREBY ACCEPT THE SCOPE OF WORK AS DESCRIBED IN THE PROPOSALS AND THE PROFESSIONAL FEE SCHEDULE AND TERMS OF ENGAGEMENT APPENDED AND AUTHORIZE MILESTONE STRATEGY TO PROCEED WITH THE WORK.

AUTHORIZING SIGNATURE:
(Invoices will be sent by email to signatory unless otherwise instructed in writing)

Hal Johnson Robert Tremblay Mayor Clerk
NAME (please print) TITLE
[Signature] Aug 2, 2017
SIGNATURE DATE

MILESTONE STRATEGY

GENERAL TERMS & CONDITIONS

1. If the project is based upon a 'fixed fee', the terms in the Proposal shall prevail over these "General Terms and Conditions".
2. Unless the project is based on a fixed fee, Milestone Strategy shall be paid for the assignment on the basis of actual time expended and normal per diem or hourly rates based upon the Professional Fees described contained herein.
3. Additional work beyond that which is budgeted in the proposal shall be at the rate of \$160 per hour.
4. Disbursements, travel expenses and any out-of-pocket expenses incurred by Milestone Strategy, related to the assignment or resulting from the participation of Milestone Strategy in the Assignment shall be billed at cost or market rates. Travel expenses are based on \$0.50 per kilometre for the first 200 kilometers and \$0.45 per kilometre thereafter per trip.
5. Upon setting up a new account with any clients, Milestone Strategy requires the payment of a retainer which shall be credited against the last invoice on the related project.
6. All goods and services supplied by Milestone Strategy to the Client shall have added thereon all appropriate taxes and charges in accordance with Government Regulations.
7. Consulting fees and disbursement costs shall be subject to periodic review and amendment at the sole discretion of Milestone Strategy.
8. All applicable application fees and other such fees associated with the application notification signs, such as sub-consultant fees, shall be paid by the Client directly to the agency, or company so contracted, requesting said fees upon written request by Milestone Strategy. Planning application fees shall be provided to Milestone Strategy prior to submission of any application.
9. Milestone Strategy shall invoice the Client for the Assignment in the course of the work on a monthly basis. The invoice shall include fees and disbursements for the invoice period. The Client undertakes to pay Milestone Strategy upon receipt of the invoice from Milestone Strategy.
10. Unless otherwise stated, Milestone Strategy shall retain, upon delivery of the assignment to the Client, ownership thereof, including the copyright therein. However, Milestone Strategy shall at any time requested by the Client, provide to the Client any information used for the purposes of preparing the assignment, including background studies, statistics, and working papers, provided the Client account is in current status.
11. Notwithstanding the foregoing, confidential information deemed by Milestone Strategy to relate to corporate policy, or information of a personal nature, may be withheld at the sole discretion of Milestone Strategy.
12. Services specified herein may be suspended at any time if desired by either party upon the issuance of written notification. Services will be invoiced for work undertaken by Milestone Strategy on behalf of the Client in accordance with the specifications set out herein up to the delivery of a written request to suspend said services.
13. Services provided by Milestone Strategy may be suspended if the Client's account is not kept current to payment within 30 days of the submission of an invoice from Milestone Strategy. Interest at a rate of 18% per annum may be charged on overdue balances at the sole discretion of Milestone Strategy.
14. Work undertaken by Milestone Strategy on behalf of the Client beyond the scope or specifications of the Assignment as defined shall be conducted on the basis of the same terms and conditions as specified herein. Additional services related to the Assignment may be undertaken by Milestone Strategy upon the receipt of instructions to proceed whether such instructions are provided through verbal or written means. Such additional services shall not require an amendment to the specifications of the Assignment.
15. The assignment shall bear the names of the primary authors and their credentials. This Agreement is not transferable without the written permission of Milestone Strategy and the Client.