

SCHEDULE 'A'

THIS AGREEMENT MADE THE 1st. day of January, 1998.

BETWEEN:

CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as "the Corporation")

- and -

JAMES KENNETH PHELPS

(hereinafter referred to as "the employee")

WHEREAS the Corporation desires to retain the services of James Kenneth Phelps as its Director of Fire Services/Fire Chief and James Kenneth Phelps desires to accept the Corporation's engagement all upon the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

PART 1

Position and Term

1. The Corporation hereby appoints James Kenneth Phelps to the position of Director of Fire Services/Fire Chief of the Town of Pelham for the period commencing January 1st., 1998 and ending December 31st., 1998.

Responsibilities

2. James Kenneth Phelps shall well and faithfully perform all the duties of Director of Fire Services/Fire Chief as provided in the job description attached hereto and such additional duties as may from time to time be prescribed by the Council of the Town of Pelham, either by By-law or resolution, or the Chief Administrative Officer.

Remuneration

3. For the above term of employment by the Corporation as Director of Fire Services/Fire Chief, the Corporation shall pay James Kenneth Phelps an hourly rate of remuneration of \$28.46 to a maximum of 25 hours per week for the period January 1^{st.}, 1998 to October 31^{st.}, 1998 and an hourly rate of \$30.12 to a maximum of 25 hours per week for the period November 1^{st.}, 1998 to December 31^{st.}, 1998.

PART II

Standard Corporation Benefit Plans

4. James Kenneth Phelps shall not be entitled to any employee benefits provided to the Corporation of the Town of Pelham by the Sun Life Assurance Company or provided directly by the Corporation of the Town of Pelham.

Associations and Continuing Education

5. James Kenneth Phelps, at the expense of the Corporation, shall attend such professional development courses and seminars as may be recommended or approved by Council of the Corporation and the Chief Administrative Officer.

Vacation

6. James Kenneth Phelps shall be entitled to vacation pay of six (6) percent of hourly earnings during the term of this Agreement.

PART III

Termination

7. James Kenneth Phelps acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.

The Corporation acknowledges that James Kenneth Phelps may terminate this Agreement, without cause, at any time upon first giving one (1) month notice in writing. James Kenneth Phelps acknowledges that in such a case he shall be entitled to no compensation under this Agreement upon the expiry of the said (1) month.

Upon termination of employment (termination of Agreement), James Kenneth Phelps hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in future, arising out of this Agreement or his employment save as to those expressly provided in this agreement and he does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which he may assert in civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, and successors of the parties hereto.

10. The Corporation and James Kenneth Phelps both acknowledge and agree that, in the event the Corporation shall terminate this Agreement without just cause, the Corporation shall pay, in lieu of notice, to James Kenneth Phelps compensation equal to two (2) month's salary as Director of Fire Services and that upon such payment James Kenneth Phelps shall have no further claim or claims against the Corporation for such termination. In no event shall the compensation in lieu of notice provided by this paragraph be less than such amounts as are prescribed under the Employment Standards Act, R.S.O. 1990, Chapter E.14.

11. (A) The term of this agreement (January 1, 1998 to December 31, 1998) can only be extended or altered if the particulars of the extension or alteration are in writing and executed by all parties.

(B) On December 31, 1998 if the term has not been extended or altered, the contract shall be deemed completed and the employment relationship shall terminate. The employee shall not be entitled to any other notice or compensation in lieu of notice and acknowledges that this agreement and the terms expressly set out therein, constitute the appropriate notice, as to the terms of the employment and the completion of same.

PART IV

Miscellaneous

12. James Kenneth Phelps acknowledges the right of the Corporation to promulgate policies governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.

13. James Kenneth Phelps shall devote his full time and attention to the discharge of his duties under this Agreement in that he shall devote that amount of time and attention normally expected of the Director of Fire Services/Fire Chief of a municipal corporation. James Kenneth Phelps undertakes and agrees not to commence any employment for or with any other person during the term of this Agreement. James Kenneth Phelps acknowledges that this is a reasonable restriction on the part of the Corporation.

14. James Kenneth Phelps acknowledges that any confidential information he becomes aware of or develops in the performance of his duties under this Agreement shall be held by him in the strictest of confidence and not released without the express prior approval of the Town Council.

James Kenneth Phelps further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.


15. The Employee specifically acknowledges that he was not induced by the Corporation to leave his current or previous employment and agrees to indemnify and hold the Corporation harmless from any claim directly or indirectly for wrongful inducement or conspiracy to breach a previous contract of employment.
16. The Employee acknowledges having read and understood the Personnel Policies Handbook adopted by the Corporation and agrees to abide by its applicable terms and conditions.
17. The Employee acknowledges having obtained or was afforded the opportunity to obtain independent legal advice in connection with this agreement.
18. Any notice under this Agreement shall be deemed to be valid if given, in writing, and delivered by hand as follows:
 - (a) To the Corporation:
M. Hackett, Chief Administrative Officer
20 Pelham Town Square
Pelham, Ontario.
LOS 1E0
 - (b) To James Kenneth Phelps
2200 Effingham Street
R. R. #1
Ridgeville, Ontario
LOS 1M0or such other residential address as James Kenneth Phelps shall provide by letter to the Chief Administrative Officer.
19. James Kenneth Phelps acknowledges that his performance of the duties and obligations pursuant to this Agreement is subject to review by the Chief Administrative Officer and Council.

It is acknowledged that the review process will be structured to provide James Kenneth Phelps with an opportunity to provide input and response to the Chief Administrative Officer.

20. If any provision of the Agreement is determined to be invalid or unenforceable, all or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
21. This Agreement is not assignable, either in whole or in part.
22. This Agreement shall be governed by the laws of the Province of Ontario.
23. This Agreement constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

IN WITNESS WHEREOF JAMES KENNETH PHELPS has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

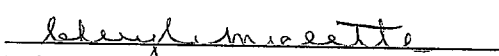
TOWN OF PELHAM

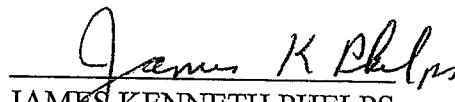
PER: 
Mayor

PER: 
Clerk

SIGNED, SEALED AND DELIVERED)
in the presence of:)

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Witness


JAMES KENNETH PHELPS

SCHEDULE 'A'

THIS AGREEMENT MADE THE 1st. day of January, 1998.

BETWEEN:

CORPORATION OF THE TOWN OF PELHAM

(hereinafter referred to as "the Corporation")

- and -

PAULA LEHMANN

(hereinafter referred to as "the employee")

WHEREAS the Corporation desires to retain the services of Paula Lehmann as its Secretary to the Director of Fire Services/Fire Chief and Paula Lehmann desires to accept the Corporation's engagement all upon the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

PART 1

Position and Term

1. The Corporation hereby hires Paula Lehmann as Secretary to the Director of Fire Services/Fire Chief of the Town of Pelham for the period commencing January 1st., 1998 and ending December 31st., 1998.

Responsibilities

2. Paula Lehmann shall well and faithfully perform all the duties of the Secretary for the Director of Fire Services/Fire Chief as provided in the job description attached hereto and such additional duties as may from time to time be prescribed by the Council of the Town of Pelham, either by By-law or resolution, or the Chief Administrative Officer.

Remuneration

3. For the above term of employment by the Corporation as Secretary for the Director of Fire Services/Fire Chief, the Corporation shall pay Paula Lehmann an hourly rate of remuneration of \$15.24 to a maximum of 25 hours per week for the period January 1st, 1998 to October 31st, 1998 and an hourly rate of \$16.12 to a maximum of 25 hours per week for the period November 1st, 1998 to December 31st, 1998.

PART II

Standard Corporation Benefit Plans

4. Paula Lehmann shall not be entitled to any employee benefits provided to the Corporation of the Town of Pelham by the Sun Life Assurance Company or provided directly by the Corporation of the Town of Pelham.

Associations and Continuing Education

5. Paula Lehmann, at the expense of the Corporation, shall attend such professional development courses and seminars as may be recommended or approved by Council of the Corporation and the Chief Administrative Officer.

Vacation

6. Paula Lehmann shall be entitled to vacation pay of four (4) percent of hourly earnings during the term of this Agreement.

PART III

Termination

7. Paula Lehmann acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.
8. The Corporation acknowledges that Paula Lehmann may terminate this Agreement, without cause, at any time upon first giving two (2) weeks notice in writing. Paula Lehmann acknowledges that in such a case she shall be entitled to no compensation under this Agreement upon the expiry of the said two (2) weeks.

9. Upon termination of employment (termination of Agreement), Paula Lehmann hereby expressly waives and releases any and all rights, claims and interests whatsoever which she now has, or may have in future, arising out of this Agreement or her employment save as to those expressly provided in this agreement and she does hereby discharge the Corporation from all liabilities therefore and this provision may be pleaded as a full and effective answer and estoppel to any such claims which she may assert in civil proceeding. This provision shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, and successors of the parties hereto.
10. The Corporation and Paula Lehmann both acknowledge and agree that, in the event the Corporation shall terminate this Agreement without just cause, the Corporation shall pay, in lieu of notice, to Paula Lehmann compensation equal to two (2) weeks salary as Secretary to the Director of Fire Services and that upon such payment Paula Lehmann shall have no further claim or claims against the Corporation for such termination. In no event shall the compensation in lieu of notice provided by this paragraph be less than such amounts as are prescribed under the Employment Standards Act, R.S.O. 1990, Chapter E.14.
11. (A) The term of this agreement (January 1, 1998 to December 31, 1998) can only be extended or altered if the particulars of the extension or alteration are in writing and executed by all parties.

(B) On December 31, 1998 if the term has not been extended or altered, the contract shall be deemed completed and the employment relationship shall terminate. The employee shall not be entitled to any other notice or compensation in lieu of notice and acknowledges that this agreement and the terms expressly set out therein, constitute the appropriate notice, as to the terms of the employment and the completion of same.

PART IV

Miscellaneous

12. Paula Lehmann acknowledges the right of the Corporation to promulgate policies governing its employees and agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.

13. Paula Lehmann acknowledges that any confidential information she becomes aware of or develops in the performance of her duties under this Agreement shall be held by her in the strictest of confidence and not released without the express prior approval of the Town Council. Paula Lehmann further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this Agreement.
14. The Employee acknowledges having read and understood the Personnel Policies Handbook adopted by the Corporation and agrees to abide by its applicable terms and conditions.
15. The Employee acknowledges having obtained or was afforded the opportunity to obtain independent legal advice in connection with this agreement.
16. Any notice under this Agreement shall be deemed to be valid if given, in writing, and delivered by hand as follows:
 - (a) To the Corporation:
M. Hackett, Chief Administrative Officer
20 Pelham Town Square
Pelham, Ontario.
LOS 1E0
 - (b) To Paula Lehmann
71 Highway #20 West
Fonthill, Ontario
LOS 1E0or such other residential address as Paula Lehmann shall provide by letter to the Chief Administrative Officer.
17. Paula Lehmann acknowledges that her performance of the duties and obligations pursuant to this Agreement is subject to review by the Director of Fire Services/Fire Chief.

It is acknowledged that the review process will be structured to provide Paula Lehmann with an opportunity to provide input and response to the Director of Fire Services/Fire Chief.

18. If any provision of the Agreement is determined to be invalid or unenforceable, all or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.
19. This Agreement is not assignable, either in whole or in part.
20. This Agreement shall be governed by the laws of the Province of Ontario.
21. This Agreement constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

IN WITNESS WHEREOF PAULA LEHMANN has hereunto placed her hand and seal and the Corporation has hereunto affixed its seal as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

TOWN OF PELHAM

PER: B. Basner
Mayor

PER: May Hest
Clerk

SIGNED, SEALED AND DELIVERED)
in the presence of:)

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) Paula Lehmann
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) PAULA LEHMANN

Witness John J. Mice, Jr.