

THIS AGREEMENT made in triplicate this      day of                      , 2001.

BETWEEN:

**THE CORPORATION OF THE TOWN OF PELHAM**

hereinafter referred to as "the Corporation"

- and -

**MUNICIPAL BY-LAW ENFORCEMENT SERVICES INC.**

hereinafter referred to as "the Contractor"

WHEREAS the Corporation desires to engage the services of the Contractor as it's Municipal Law Enforcement Service and the Contractor desires to accept the Corporation's engagement all upon the terms and conditions herein contained:

NOW AND 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:

1. The Corporation hereby appoints the Contractor to provide municipal by-law enforcement services for the Town of Pelham for the period commencing May 6, 2001 and ending May 5, 2002.
2. The Contractor shall well and faithfully supply all services necessary for the enforcement of municipal by-laws provided in the Policies and Work Step Procedures of the Corporation and shall submit reports to the Corporation's Director of Building & Enforcement Services.
3. For the above term of contract, the Corporation shall pay the Contractor an hourly rate of \$28.75 for the services provided.
4. The Contractor acknowledges that the total hours of work shall be determined by the Corporation in consultation with the Contractor and may be adjusted from time to time as the caseload requires.
5. The Contractor shall provide all vehicles necessary for the performance of its duties within the municipal boundaries of the Corporation at the Contractor's expense.

6. The Contractor agrees that the Corporation will pay the Contractor the hourly rate as above for the attendance at any court proceedings, of its staff, related to the performance of the duties and that a minimum of two (2) hours be paid for each required attendance at such proceedings.
7. The Corporation shall only provide all legal documentation necessary for the Contractor to effectively and efficiently carry out the duties.
8. The Contractor acknowledges that the Corporation may terminate this Agreement at any time without notice or compensation in lieu thereof for just cause.
9. The Corporation acknowledges that the Contractor may terminate this Agreement, without cause, at any time upon first giving three (3) months' notice in writing. The Contractor acknowledges that in such a case it shall be entitled to no compensation under this Agreement upon the expiry of the said three (3) months.
10. The Contractor acknowledges that the Corporation may terminate this agreement without cause and that in such an event the Corporation shall pay, in lieu of notice, to the Contractor, compensation equal to One Thousand Five Hundred Dollars (\$1,500.00) and that upon such payment the Contractor shall have no further claim or claims against the Corporation for such termination.
11. Upon the termination of this Agreement, the Contractor hereby expressly waives and releases any and all rights, claims and interests whatsoever which it now has, or may have in future, arising out of this Agreement save as to those expressly provided in this Agreement and it 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 it may assert in any 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.
12. The Contractor acknowledges the right of the Corporation to promulgate policies and procedures governing the enforcement of its by-laws and the Contractor agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this Agreement.
13. The Contractor shall devote its agreed time and attention to the discharge of the duties under this Agreement in that it shall devote that amount of time and attention normally expected of the By-law Enforcement Officer of a municipal corporation.
14. The Corporation acknowledges that the Contractor may be under contract to other persons during the term of this agreement provided such contract does not interfere with the efficient provision of the duties under this Agreement.

15. The Contractor acknowledges that any trade secrets or confidential information that it or its employees become aware of or develop in the performance of the duties under this Agreement shall be held by it or its employees in the strictest of confidence and not released without the express prior approval of the Town Council. The Contractor acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. The Contractor further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of 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:

Gord Cherney, Chief Administrative Officer/Treasurer  
20 Pelham Town Square  
P. O. Box 400  
Fonthill, ON L0S 1E0
  - b. To Contractor:

William F Smith, President  
30 Ker Crescent  
Fenwick , ON L0S 1C0

or such other address as the Contractor shall provide by letter to the Chief Administrative Officer.
17. Notwithstanding Section 1, this Agreement may be extended for a further period or periods or amended by consent, such extension or amendments to be made in writing. In the event the parties agree to extend the term of this Agreement for a further period or periods, such extension or extensions shall be confirmed in writing not later than three (3) months prior to the expiration of the initial term or any extended term as the case may be. In the event that this Agreement shall not be extended, the Contractor's Contract with the Corporation shall terminate at the end of the term or the extended term (if extended) unless other arrangements are made in writing with the Council of the Corporation.
18. This Agreement is not assignable, either in whole or in part.
19. This Agreement shall be governed by the laws of the Province of Ontario.
20. The Corporation agrees to indemnify and save harmless the Contractor from any loss, cost, claim, charges, suits, actions or judgments made, brought or recovered against the Contractor, resulting from the performance of any of the duties set forth in this agreement,

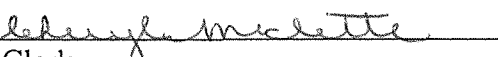
or the carrying out by the Contractor of instructions given to it by the Corporation under this agreement.

21. This Agreement constitutes the entire agreement between the parties, and there are no other collateral representations or warranties.

IN WITNESS WHEREOF the Contractor and the Corporation have hereunto affixed their seals as witnessed by the hands of its proper signing officers duly authorized in that behalf the day and year first above written.

THE CORPORATION OF THE TOWN OF PELHAM

PER:   
Mayor

PER:   
Clerk

MUNICIPAL BY-LAW ENFORCEMENT SERVICES INC.

PER: 