

THIS AGREEMENT made this 22 day of July, 2003

BETWEEN:

THE CORPORATION OF THE TOWN OF PELHAM

hereinafter referred to as the "Corporation"

- AND -

CRAIG LARMOUR

hereinafter referred to as the "Employee"

WHEREAS the Corporation desires to retain the services of the Employee as its Director of Planning Services and the Employee 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 the Employee to the position of Director of Planning Services of the Corporation for the period commencing August 1, 2003, and continuing indefinitely thereafter until terminated in accordance with Part III below.

Responsibilities

2. The Employee shall well and faithfully perform all the duties of Director of Planning Services 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 Corporation, 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 Planning Services, the Corporation shall pay the Employee an annualized salary of sixty six thousand dollars (\$66,000.00) together with such benefits as are hereinafter set forth and "across the board" salary increases approved for the Corporation's full-time staff.

PART II

Standard Corporation Benefit Plans

4. The Employee shall participate in all standard benefit plans as may be prescribed from time to time for the Corporation's managerial group of employees including but not restricted to:
 - (a) group life insurance;
 - (b) dental plan;
 - (c) health care insurance plan;
 - (d) major medical and supplementary hospital plan; and
 - (e) long term and short term disability plans.
5. The Employee authorizes the Corporation to make all necessary payroll deductions and to convey all necessary confidential information for the Director of Planning Services'

participation in the above plans or in any other benefit arrangement provided for in this agreement.

Associations and Continuing Education

6. The Employee, 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. Further the Corporation agrees to pay the employee's annual membership with the Ontario Professional Planners Institute.

Vacation

7. The Employee shall be entitled to vacation in accordance with the Corporation's vacation policy as set out in the Corporation's Personnel Policies Handbook. In accordance therewith and for the purpose of calculating the vacation entitlement, the Employee shall be credited with any period of previous employment with any other Ontario municipality.
The Employee shall also be entitled to five (5) days of vacation in lieu of time spent at the Corporation's Council and/or Committee meetings.

PART III

Termination

8. The Employee acknowledges that the Corporation may terminate this agreement at any time without notice or compensation in lieu thereof for just cause.

9. The Employee acknowledges that the Corporation may terminate this agreement and his employment, without just cause, at its sole discretion, upon providing the Employee with payment in lieu of notice, together with employee benefits, on the following basis:
 - (A) during the first six (6) years of the employment relationship (commencing January 1, 2002) payment in lieu of notice and a continuation of all employee benefits for a period of six (6) months; and
 - (B) thereafter, payment in lieu of notice and a continuation of all employee benefits for a period equal to one (1) month per year (or part year) of service to a maximum of eighteen months (18).
10. The Corporation acknowledges that the Employee may terminate this agreement, at any time upon first giving one (1) month notice in writing. The Employee acknowledges that in such case he shall be entitled to no compensation or benefits under this agreement upon the expiry of the said one (1) month.
11. Upon termination of employment and the resulting termination of this agreement, the Employee hereby expressly waives and releases any and all rights, claims and interests whatsoever which he now has, or may have in the 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 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.

PART IV

Miscellaneous

12. The Employee acknowledges the right of the Corporation to promulgate policies governing its employees and subject to receiving notice of any new or modified policy agrees to be bound by all such policies and procedures save and except where they specifically contradict the terms of this agreement.
13. The Employee 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 Planning Services of a municipal corporation. The Employee undertakes and agrees not to commence any employment for or with any other person during the term of this Agreement. The Employee acknowledges that this is a reasonable restriction on the part of the Corporation.
14. The Employee acknowledges that any trade secrets or 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 Corporation's Council, or as required by him in the proper or normal execution of his duties or as otherwise required by law. The Employee acknowledges that any benefits arising from the development of such trade secrets shall be the sole property of the Corporation. The Employee further acknowledges that this restriction is reasonable on the part of the Corporation and shall survive the termination of this agreement.

15. The Employee continues to acknowledge that he was not induced by the Corporation to leave his 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 understands 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 at:

Gord Cherney
Chief Administrative Officer
The Corporation of the Town of Pelham
20 Pelham Town Square
Fonthill, Ontario
LOS 1E0

(b) to the Employee at:

1383 Pelham St.
P.O. Box 52
Fonthill, Ontario
LOS 1E0

or at such other residential address as the Employee shall provided in writing to the Chief Administrative Officer.

19. The Employee acknowledges that it is reasonable for the Chief Administrative Officer and/or the Corporation's Council to set, on an annual basis, such goals, expectations and priorities, relating to the employ and the duties the Employee is responsible for. The Employee acknowledges that a review of his performance shall reflect the reasonableness of these goals, expectations and priorities, and the attainment by the Employee and his department of these goals, expectations and priorities, shall be considered in the said review.
20. If any provision of this agreement is determined to be invalid or unenforceable, or partially invalid or unenforceable, 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 the Employee has hereunto placed his hand and seal and the Corporation has hereunto affixed its seal duly attested to by its proper signing officers in that behalf as of the day and year first-above written.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF

In the Presence of

) PELHAM

) PER:

William Walker

)

Mayor

) PER:

Cheryl Michette

)

Clerk

)

)

[Signature]

) CRAIG LARMOUR

Nancy Ann Boggs

As to the signature of

TOWN OF PELHAM
POSITION DESCRIPTION

POSITION TITLE:	Director of Planning Services
DEPARTMENT:	Planning Services
REPORTS TO:	Chief Administrative Officer
EFFECTIVE DATE:	August 1, 2003
GRADE LEVEL:	6

1. POSITION OBJECTIVE

To provide leadership and direction toward the efficient and effective delivery of land use planning services.

2. DUTIES AND RESPONSIBILITIES

Coordinates and ensures completion of all short and long range planning functions, including growth management in the Town;

Supervises and is responsible for all planning work in the Town;

Evaluates the Town's planning needs and requirements and makes recommendations for implementation to Council;

Provides professional opinions, advice and recommendations to the public and the Municipality regarding planning issues, policies and development applications;

Evaluates development proposals ensuring compliance with Provincial, Regional and Municipal policies and regulations utilizing professional judgment and planning principles;

Prepares and presents reports relating to development proposals and planning issues and make recommendations, including conditions of approval;

Prepares Official Plan Amendments and various land use by-laws;

Attends Committee and Council meetings, including public meetings to provide advice;

Prepares and presents expert planning testimony at Ontario Municipal Board hearings individually or in consultation with the Town's solicitor;

Continued

2. DUTIES AND RESPONSIBILITIES (Continued)

Prepares and administers agreements required to facilitate development;

Manages assigned operations to achieve goals within budgeted funds and available personnel;

Assures efficiency and effectiveness in departmental activities and programs related to land use and community development planning and policy implementation;

Hires Department staff;

oversees the supervision of personnel, which includes work allocation, training and problem resolution, evaluates performance and makes recommendations for personnel actions, motivates employees to achieve peak production and performance;

Develops and implements internal policies, procedures and standards;

Assures compliance with established policies and procedures;

Directs consultants hired on behalf of the Town to prepare reports and/or planning studies related to Town policy and development related issues;

Assists in the preparation and administration of the Department's Operating and Capital Budgets;

Assists the Chief Administrative Officer and other Departments by providing information relating to the Department; and

Performs other related duties as required by Council or the Chief Administrative Officer.

3. SUPERVISORY RESPONSIBILITY

Planning Technician and Department Clerical Staff.

4. QUALIFICATIONS

University Degree in Land Use Planning or related discipline; and

Membership in CIP/OPPI.

5. EXPERIENCE

A minimum of 8 years of experience in municipal planning.

6. POSITION REQUIREMENTS

Good working knowledge of municipal land use planning principles and processes and related legislative requirements;

Proficiency in computer software applications;

Strong administrative, organizational and communications skills; and

Valid Class G driver's license.

7. WORKING CONDITIONS

Work is performed primarily in an office setting requiring sitting for extended periods of time.

8. SIGNATURE

Incumbent _____ Date _____

Supervisor _____ Date _____

DATE OF REVISION _____