

Secondment Agreement

between

The Corporation of the City of Niagara Falls

and

The Town of Pelham

and

Ms. Christel Meyer
(the "Secondee")

The above noted parties agree to the secondment of Ms. Christel Meyer from the City of Niagara Falls to the Town of Pelham under the conditions and terms contained herein:

- 1) The Town of Pelham agrees to engage the Secondee in the position as Chief Building Official, starting September 15, 2008, subject to the terms and conditions of this agreement
- 2) The City of Niagara Falls agrees to make available the Secondee in accordance with the terms and conditions of this agreement
- 3) Reporting to the Chief Administrative Officer of the Town of Pelham, the Secondee voluntarily and willingly accepts and understands this engagement pursuant to the terms and conditions of this agreement.
- 4) During the term of this agreement, the Secondee will continue to be paid her regular salary and benefits with the City of Niagara Falls. At the expiry of the term, the City of Niagara Falls shall invoice the Town of Pelham for the full costs of the Secondee's salary and benefits for all work performed on behalf of the Town of Pelham.
- 5) For the purposes of this agreement and the law, the Secondee shall remain an employee of the City of Niagara Falls. As the employer, the City of Niagara Falls shall be responsible for all statutory and other deductions pertaining to WSIB, Employment Insurance and federal and provincial taxes. The Town of Pelham, however, agrees to pay or reimburse the City of Niagara Falls for any costs associated with an injury or illness in connection with this secondment agreement, including but not limited to WSIB benefits, disability insurance, sick leave, etc.
- 6) In connection to any work performed as part of this agreement, the secondee and the Town of Pelham agree to hold the City of Niagara Falls harmless from any and all third party claims, suits, demands or actions for the which the Secondee and/or the Town of Pelham is legally responsible, including those arising from negligence, wilful harm and/or misconduct by the Secondee. This hold harmless shall survive this Agreement.

7) It is not the intention of the parties that this Agreement or the operation thereof shall create a legal relationship between any of them which could be construed as an agency, partnership or joint venture

8) The secondee shall not disclose or publish any confidential business information in the course of the performance of the Secondee's duties and obligations under this Agreement without the prior written consent of the City of Niagara Falls.

9) This agreement and the rights, obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein.

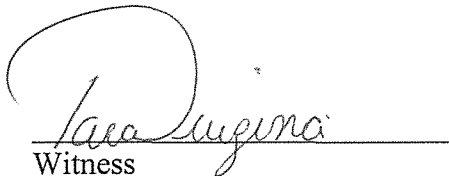
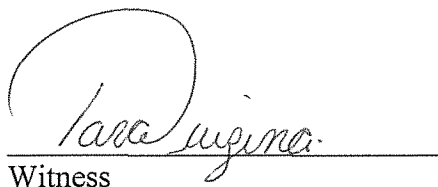
10) The term of the agreement shall be in effect one day a week from **September 15, 2008** to **October 10, 2008**. The agreement may be extended for such length of time as all parties may agree to in writing. Any party may terminate this agreement for any reason provided that seven (7) days written notice is given to the other parties. Notice made under this Agreement shall be deemed to be given to the other parties if in writing and personally delivered, or sent by registered mail and/or by facsimile transmission.

In the witness whereof the parties hereto have executed this Agreement.

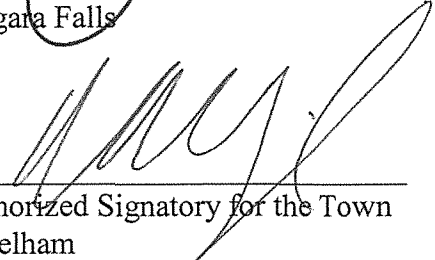
DATED AT NIAGARA FALLS this 5 day of September, 2008.



Witness


Witness
Witness

Authorized Signatory for the City of
Niagara Falls


Authorized Signatory for the Town
of Pelham
Ms. Christel Meyer (Secondee)