



**Office of the Town Clerk**

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The Town of  
**Niagara-On-The-Lake**

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P.O. Box 100

VIRGIL, ONTARIO

L0S 1T0

March 17, 2003

The Corporation of the Town of Pelham  
20 Pelham Town Square  
PO Box 400  
Fonthill, Ontario  
L0S 1E0

Attention: Cheryl Miclette,  
Clerk



Dear Ms. Miclette:

Re: Agreement for the Provision of a Joint Accessibility Advisory Committee for Disabled Persons & Service Contract Agreement for the Municipalities of Grimsby, Lincoln, Niagara-on-the-Lake, Pelham, Thorold and West Lincoln

Enclosed please find one complete signed copy of each of the above noted agreements for your records.

Yours truly,

Holly Dowd,  
Town Clerk

Encl.

**Agreement for the Provision of a Joint Accessibility Advisory Committee  
for Disabled Persons for the Municipalities of Grimsby, Lincoln,  
Niagara-On-The-Lake, Pelham, Thorold and West Lincoln**

Agreement Between

The Corporation of the Town of Grimsby

and

The Corporation of the Town of Lincoln

and

The Corporation of the Town of Niagara-On-The-Lake

and

The Corporation of the Town of Pelham

and

The Corporation of the City of Thorold

and

The Corporation of the Township of West Lincoln

WHEREAS, the Municipalities of Grimsby, Lincoln, Niagara-On-The-Lake, Pelham, Thorold and West Lincoln have agreed it is in their mutual interest to provide for a Joint Accessibility Advisory Committee for Disabled Persons in order to comply with their individual requirements as found in the Ontarians with Disabilities Act, 2001; and

WHEREAS it is recognized that there is a need for and there are benefits of entering into joint efforts in providing this service; and

NOW THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenant and agreements contained herein the parties agree as follows:

1. For the purposes of this agreement the Municipalities of Grimsby, Lincoln, Niagara-On-The-Lake, Pelham, Thorold and West Lincoln shall be collectively known as "the Municipality".
2. Each party agrees to pass the necessary by-law to authorize the execution of this agreement.
3. The parties agree that the Joint Accessibility Advisory Committee for Disabled Persons shall be in accordance with Terms of Reference attached as Schedule "A" to and forming part of this Agreement.
4. The costs associated with provision of services by the Joint Accessibility Advisory Committee for Disabled Persons shall be shared equitably amongst "the Municipality" that is one-sixth (1/6) of the costs shall be borne by each of the participants.
5. The Joint Accessibility Advisory Committee for Disabled Persons shall provide a budget to the Administrative Head of the Corporation of the Town of Niagara-on-the-Lake who shall convene a meeting of the respective representatives of the remaining municipalities for purpose of review and approval by the respective Municipal Councils.

6. The Director of Corporate Services of the Corporation of the Town of Niagara-on-the-Lake shall be responsible for administering the financial facets of this agreement.
7. In accordance with the provision of the Ontarians with Disabilities Act, 2001, any party may withdraw from this agreement it being understood that the withdrawing party must establish its own Committee in order to comply with the Act, a party who chooses to withdraw shall provide a minimum of 60 days notice to do so and shall:
  - a) Ensure any outstanding monies and responsibilities associated with the Joint Committee are discharged
  - b) Advise their representative(s) that they may no longer sit on the Joint Committee
  - c) No member shall withdraw prior to the completion of the first year
8. The Administrative Committee for this agreement and its inherent responsibilities and obligations shall be the Administrative Head of each of the parties or his/her designate.
9. This agreement shall come into force and effect on September 1, 2002, and shall automatically renew on the first day of January each year thereafter until all parties have ceased to be a part or the provisions of the Ontarians with Disabilities Act 2001 have been fully and completely satisfied.
10. Any notice or other writing requirement or permitted to be given under this agreement or for the purposes hereof (referred to in this paragraph as a "notice") to any party shall be sufficiently given if delivered personally, by prepaid registered mail or by facsimile to each of:

The Clerk  
The Corporation of the Town of Grimsby

and

The Clerk  
The Corporation of the Town of Lincoln

and

The Clerk  
The Corporation of the Town of Niagara-On-The-Lake

and

The Clerk  
The Corporation of the Town of Pelham

and


The Clerk  
The Corporation of the City of Thorold

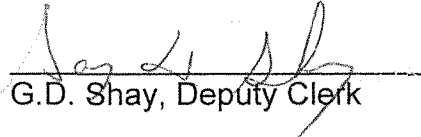
and

The Clerk  
The Corporation of the Township of West Lincoln

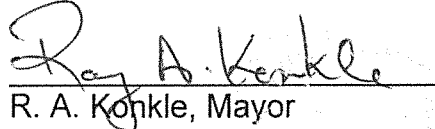
IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective Corporate Seals by the hands of their respective proper officers in that behalf this 10 day of March 2003.

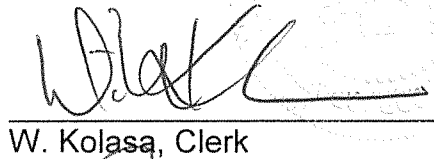
The Corporation of the Town of Grimsby

  
N.B. Andreychuk, Mayor

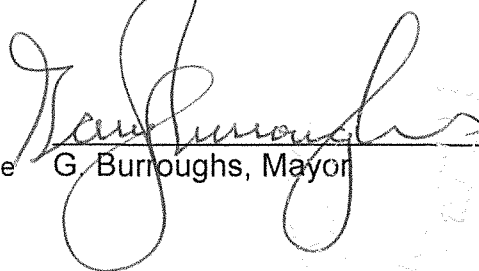
  
G.D. Shay, Deputy Clerk

The Corporation of the Town of Lincoln

  
R. A. Konkle, Mayor

  
W. Kolasa, Clerk

The Corporation of the Town of Niagara-On-The-Lake

  
G. Burnoughs, Mayor

  
H. Dowd, Clerk

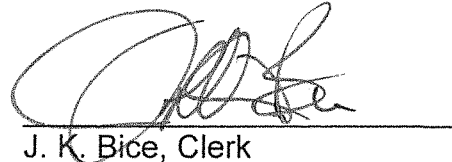
The Corporation of the Town of Pelham

  
R. Beamer, Mayor

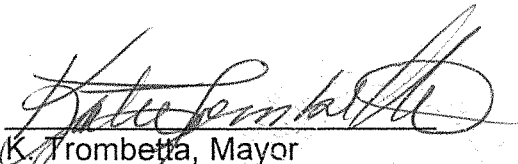
  
C. Miclette, Clerk

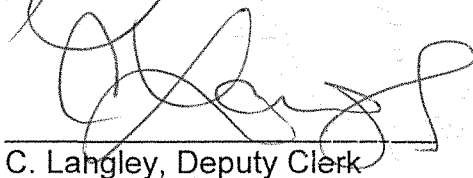
The Corporation of the City of Thorold

  
R. Davidson, Mayor

  
J. K. Bice, Clerk

The Corporation of the Township of West Lincoln

  
K. Trombetta, Mayor

  
C. Langley, Deputy Clerk