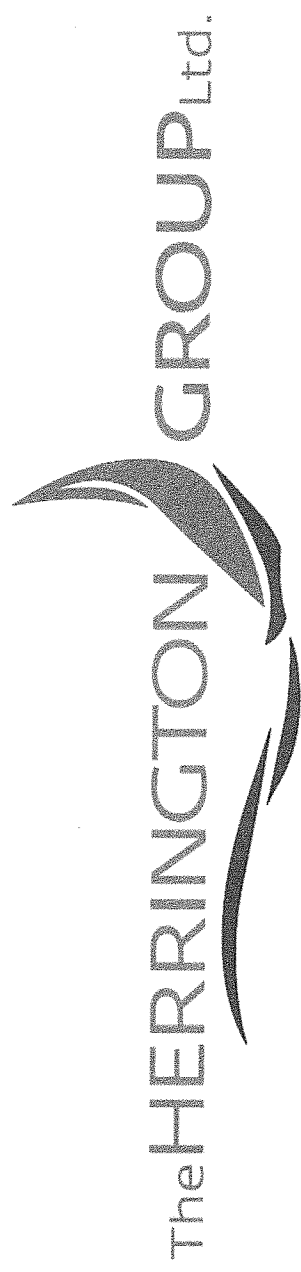




Proposal to Coordinate AODA Compliance for 2013-2014

Submitted to:

**The Town of Lincoln
The Township of West Lincoln
The Town of Pelham
The City of Thorold
The Town of Niagara-on-the-Lake and
The Town of Grimsby**

Submitted to:

**Ms. Carolyn Langley
JAAC Administrative Contact and Town Clerk
Township of West Lincoln
318 Canborough Street
P.O. Box 400
Smithville, ON L0R 2A0
carolynlangley@westlincoln.com**

Submitted by:

**Donna L. Herrington
Senior Planner
The Herrington Group Ltd
53 Greenmeadow Court
St. Catharines, ON L2N 6Y7
donna@theherringtongroup.ca**

November 15, 2012

Table of Contents

Section	1.0	Introduction.....	3
Section	2.0	Corporate Background and Experience.....	3
	2.1	Related Experience.....	4
Section	3.0	Deliverables Provided by THG in 2012.....	5
Section	4.0	2013 Project Deliverables and Consultant's Responsibilities.....	6
Section	5.0	Budget.....	9
	5.1	Narrative Explanation of Proposed Budget.....	10

1.0 Introduction

In an attempt to further its commitment to comply with the Accessibility for Ontarians with Disabilities Act (AODA) and resulting regulations, the Joint Accessibility Advisory Committee of Lincoln, West Lincoln, Pelham, Thorold, Niagara-on-the-Lake and Grimsby (JAAC) seeks a consultant to provide consultation and assistance in developing compliance strategies and tools in order to ensure accessibility for its citizens.

In 2012, The Herrington Group (THG) was contracted by the JAAC to assist with compliance activities relating to the Accessibility with Ontarians with Disabilities Act, 2005. THG assisted the JAAC municipalities prepare for compliance requirements of new AODA regulations. On July 1, 2011 the Province of Ontario released the Integrated Accessibility Regulation (O. Reg. 191/11). The regulation specifies accessibility requirements governing the areas of: Information and Communication, Employment and Transportation. THG assisted the JAAC partners in complying with this regulation by drafting an Accessibility Policy, a Multi-Year Accessibility plan and providing daily support to municipal staff and the Joint Accessibility Advisory Committee members.

The Herrington Group Ltd (THG) has extensive experience in accessibility consulting and compliance strategy development under the AODA having provided similar services to a variety of clients. This proposal will outline our understanding of the required deliverables as well as the suitability of our firm to provide consulting services to the JAAC.

2.0 Corporate Background and Experience

The Herrington Group is comprised of individuals who have extensive experience in disability issues, training, Universal Design, Barrier-Free Access, Human Resources, Human Rights legislation, planning and policy development, research, and architecture/construction. The majority of our team also consists of individuals who also live with a variety of disabilities. This “lived experience” informs our work and strengthens our products and services.

Donna L. Herrington, B.A., Accessibility Consultant and Project Manager

Donna Herrington, the senior planner and owner of The Herrington Group has extensive personal and professional experience in disability issues. Donna possesses over twenty years experience in accessibility planning, policy and program development, training development and organizational change processes. Donna is well-versed in compliance obligations under the AODA and consequently has extensive experience in the area of accessibility planning.

Since starting THG in 2003, Donna has conducted accessibility audits of 675 facilities and has created training programs to comply with the AODA's Customer Service Standard O. Reg. 429/07 that have trained over 22,000 people across the province.

Clients include: The Ontario Pension Board, the Cadillac Fairview Corporation, The Niagara Parks Commission, the Regional Municipality of Peel, the City of Port Colborne, the Township of Wainfleet, the Halton District School Board and the Upper Grand District School Board, the City of St. Catharines, the City of Ottawa, Brock University, the City of Waterloo, the City of Kitchener and the Niagara Health System.

Donna has been an instructor for Niagara College's Multidisciplinary Geriatric and Mental Health Program teaching courses in Ontario's Mental Health System. She has served as an Expert Proposal Evaluator for Human Resources Development Canada's Social Development Partnerships Program – Disability Component. She also volunteers her time with the Niagara Prosperity Initiative and previously served as a member of the Niagara Grant Review Team of the Ontario Trillium Foundation.

In June 2004 Donna was recognized by the Business Link Niagara for her business and community achievements as one of Niagara Region's "*Top 40 Business People Under 40*". This past January Donna was honoured as a nominee for the Niagara Women in Business *Entrepreneur of the Year Award*.

2.1 Related Experience

- **Ontario Pension Board** - acts as an Accessibility Consultant in the Corporation's compliance efforts under O. Reg. 191/11 including the authoring the organization's Accessibility Policy and providing templates for the development of a Multi-Year Accessibility Plan.
- **Cadillac Fairview Corporation** –O. Reg. 429/07. Authored the Cadillac Fairview's Accessible Customer Service Policy and conducted a peer review of the organization's accessible customer service training. Policy and training enacted across entire Ontario operations which includes 28 facilities.
- **Niagara Parks Commission**– acts as an Accessibility Consultant coordinating all AODA compliance activities. Includes authoring all compliance policies, documents, and planning tools to comply with the Accessibility for Ontarians with Disabilities Act.
- **The Regional Municipality of Peel** – acted as an Accessibility Consultant in the Region's compliance efforts under O. Reg. 429/07. Conducted organization-wide training and policy gaps analysis. Assisted in the authoring of the Region's Accessible Customer Service Policy. Designed training modules.
- **The City of Ottawa** – developed and piloted an accessibility training module for front line staff that can be customized for different types of City services and incorporated into existing learning/training opportunities. Developed and authored a facilitator's handbook to guide trainers in delivering the accessibility training module
- **The City of St. Catharines, Brock University, Niagara Health System** – conducted accessibility audits of all facilities within these corporations (including

offices, community centres, public pools, arenas, parking facilities, parks, lecture halls, theatres, recreational areas and outdoor spaces etc.). Conducted a Refresher Audit for Brock University in 2012.

3.0 Deliverables Provided by The Herrington Group in 2012

In 2012, The Herrington Group provided the following deliverables to the JAAC:

1. Provided support to JAAC members. The JAAC has the following priorities and objectives:
 - Establish an effective working relationship with JAAC staff and Councils to ensure appropriate compliance with AODA Accessibility Standards;
 - Assist JAAC staff and Councils by providing compliance planning tools and resources with the aim to make compliance easier for staff and more effective for people with disabilities receiving programs and services;
 - Educate JAAC staff and Councils about barriers facing people with disabilities in our community.
2. Managed the Accessibility Advisory Committee; facilitated 9 meetings and facilitated 2 subcommittee meetings. Maintained minutes and managed related action items.
3. Coordinated and hosted meeting with other Accessibility Advisory Committees in Niagara Region;
4. Prepared and circulated Accessibility Policy and Multi-Year Accessibility Plan for each JAAC partner.
5. Prepared and circulated to the Admin Group an Analysis of the Amended Integrated Accessibility Standard – Design of Public Spaces indicating its impact and effect on the JAAC partners.
6. Assisted JAAC members in accessing development opportunities including attendance at the Perspectives in Accessibility Conference, hosted by Niagara Region Accessibility Advisory Committee.
7. Conducted Site Plan reviews of proposed renovations at Niagara-on-the Lake Splash Pad and Pavilion and Rye Street Park; Thorold Senior Centre and Grimsby Polling Stations.
8. Responded to telephone and email access related enquires from JAAC partners and their staff. Attended several Senior Management Team meetings.

9. Assisted in the preparation of a Request for Proposals for Alternate Format Service Provision (managed by the Town of Lincoln).

4.0 2013 Project Deliverables and Consultant's Responsibilities

To ensure effective compliance with O. Reg. 191/11 the consultant proposes the following services for the contract term:

1. Management of the Joint Accessibility Advisory Committee:

- Orientation for new and existing committee members
- Secure meeting locations ensuring a minimum of 10 regularly scheduled meetings in the planning year
- Prepare and distributing meeting packages (agendas, minutes, materials for review)
- Arrange committee member transportation and other accommodations as required
- Attend JAAC meetings in the role of Secretary.

2. AODA Interpretation and Compliance Preparation for Integrated Accessibility Standard:

- The Consultant will provide AODA and Accessibility Standard analysis and interpretation and will orient JAAC members and JAAC Admin staff to compliance requirements (addressing general information needs as well as answering specific enquiries).
- The Consultant will review the AODA, the AODA Standards, and any related legislation which impacts compliance such as the Human Rights Code and provide consultation and advice in a variety of formats (written and verbal) as required. This includes advising on Accessibility Standard implications, policy and procedural needs, training needs and equipment needs in order to comply with regulations.
- The Consultant will develop legislative orientation documents (regarding specific AODA Standards), draft reports, and create primer documents and resources in a variety of written and verbal formats to meet JAAC's needs.
- The Consultant will audit sample internal and external documents, processes and information systems to identify barriers to people with disabilities as well as identify Accessibility Standard compliance gaps with the assistance of the JAAC.
- The Consultant will provide assistance in compliance strategies according to legislated timelines.

- The Consultant will assist in policy writing, procedure development and training plan and content development to comply with IAR requirements.
 - During the contract term, should the Built Environment Standard be regulated or the Integrated Accessibility Standards be amended to include Design of Public Spaces, the Consultant will provide an Analysis of the relating Standard; its requirements and implications and will provide assistance in drafting a compliance plan according to legislated timelines.
 - The Consultant will recommend strategies and implementation measures that are identified as best practices as a result of THG's previous experience with the identified compliance need as well as best practices from a legislative perspective.
 - The Consultant will recommend best practices as they relate to providing the greatest extent of accessibility for individuals living with a wide variety of disabilities (i.e. maintaining a "cross-disability focus" addressing the needs of individuals with physical, sensory, environmental and mental health disabilities).
3. **Development of a Multi-Year Accessibility Plan Progress Report:**
- The Consultant will create a Multi-Year Accessibility Plan Progress Report Template.
 - The Consultant will circulate the reporting tool and coordinate the drafting of the Annual Progress Report with input from JAAC partner contacts and submit the Report to Council for approval and adoption.
 - Upon completion of the Progress Report, the Consultant will assist in developing a Communication Plan for the Report.

4. **Analyse JAAC Partner Procurement Process and Procedures:**

- The Consultant will conduct a compliance readiness assessment/gaps analysis of JAAC procurement process and procedures reviewing internal operations, processes, documents and internal and external communications (as appropriate).
- Consultant will assist in policy writing, procedure development and implementation strategies to comply with IAR requirements.

5. Analyse JAAC Partner Employment Policies and Procedures:

- The Consultant will conduct a compliance readiness assessment/gaps analysis of JAAC employment policies and procedures throughout Employment Life Cycle – recruitment, selection, hiring, managing, redeployment.
- This includes a review of internal operations, processes, documents and internal and external communications.
- The Consultant will assist in policy writing, procedure development and implementation strategies to comply with IAR requirements.

6. Prepare and Deliver Accessible Customer Service Training Update and Integrated Accessibility Standard Training

- The Consultant will, in conjunction with the JAAC, update and deliver the municipal Accessible Customer Service Training; and develop and deliver an Integrated Accessibility Training module \

7. Liaison support for JAAC staff:

- The Consultant will respond to email and telephone questions, attend meetings at JAAC and other appropriate locations as requested.

Service Inclusions and Additional Considerations:

- a) Assignment activities will be conducted at The Herrington Group Ltd's offices. Email and telephone consultation will be widely used to reduce the amount of required travel in providing services. However, services will also be provided on site within JAAC municipalities as required.
- b) The consultant will be responsible for planning, meeting facilitation, production of draft materials, dissemination of materials for review, and collecting and consolidating feedback. The consultant will be responsible for the development of the Multi-Year Accessibility Plan Progress Report and any other compliance related policies.
- c) All staff of The Herrington Group Ltd is subject to its Health and Safety Policy and Confidentiality Agreement.
- d) The Herrington Group Ltd holds general liability and errors and omissions insurance in the amount of \$3,000,000 each. THG also holds an account, in good standing, with WSIB. Certification to confirm both accounts will be provided upon contract commencement.

5.0 Budget

<u>Expense</u>	<u>Amount</u>
Postage/Printing/Copying/Office Supplies	\$240
JAAC Committee Development	\$500
Transportation	\$5,000
JAAC Municipalities – Website Audits*	*\$5,000
JAAC Meeting Accommodations	\$250
JAAC Administrative Support	\$1,680
Consultant's Fee (plus HST): • JAAC Management • AODA Compliance Planning and Policy Development • Multi-Year Accessibility Plan Progress Report Development • Procurement Procedure Development • Employment Standard Compliance Planning and Policy Development • Staff Liaison Services	\$47,250
TOTAL	\$59,920

NOTE:

*Please see Narrative Explanation section – Website Audits – pg. 10 for further information.

5.1 Narrative Explanation of Proposed Budget

Postage/Printing/Copying/Office Supplies - \$240

This figure reflects postage, printing and photocopying needs and is calculated at \$20/month x 12 months. JAAC pays for actual costs only. Expense receipts are included in all invoices.

JAAC Committee Development - \$500

This amount is budgeted to identify and provide training opportunities for JAAC member development including workshops, in-service facilitation and planning sessions and conference opportunities. JAAC pays for actual costs only. Expense receipts are included in all invoices.

Transportation - \$5,000

These funds will ensure consumer participation from all partnering municipalities. By providing transportation for JAAC members with disabilities, barriers to participation are eliminated and equality in the JAAC planning process is ensured. As the JAAC has a number of new members who require transportation costs in this area are higher than in previous years. Also JAAC members are utilizing transportation most often as they participate in direct service activities such as staff training and consultations.

Eligible transportation costs include: mileage reimbursement, taxi and bus costs and the chartering of accessible taxi cabs for wheelchair users. Costs are reflective of on current actual costs and are calculated at \$500/month x 10 months (there is no JAAC meeting in July and December). JAAC pays for actual costs only. Expense receipts are included in all invoices.

*JAAC Website Audits - \$5,000

The JAAC partners are in the process of securing a vendor to provide alternate formats upon request and website audits to confirm compliance with legislative requirements of O. Reg. 191/11. Although some funds have been allocated to this activity, this item cannot be accurately budgeted until the completion of the RFP process as some partners will require a full audit while others require an accessibility "check" of a recently redesigned site. The JAAC has some surplus funds to direct to this purpose if needed.

JAAC Meeting Accommodations - \$250

Costs here include light meeting refreshments for monthly JAAC meetings and the Annual Appreciation Dinner including all JAAC members, Mayors and Administrative Contacts. Costs are estimated as such:

Refreshments - \$25/meeting x 10 meetings

JAAC pays for actual costs only. Expense receipts are included in all invoices.

Administrative Support - \$1,680

To provide minute-taking and meeting preparation services for monthly JAAC meetings. Additional administrative support will be required for development of Integrated Accessibility Standard required policies, compliance plans and the Multi-Year Accessibility Plan Progress Report Template.

Administrative support is calculated at \$14/hour x 10 hours/month x 12 months. JAAC pays for actual costs only. Expense receipts are included in all invoices.

Consultant's Fee - \$47,250

Consultant fee includes:

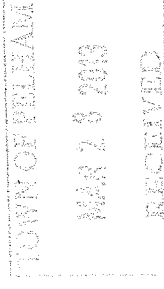
- JAAC committee management and administration – monthly meetings, minute taking, follow up support.
- Site plan reviews – on an as needed basis.
- AODA Compliance Planning – a compliance readiness assessment of JAAC operations including accessibility audits of internal operations, processes, documents, internal and external communications. Meeting with Senior Staff to obtain needed information, propose compliance measures, provide status updates and create required documents.
- Accessible Customer Service Training and Integrated Accessibility Standard Training
- AODA Employment Policy and Related Document Preparation – prepare policy drafts for review and adoption.
- Multi-Year Accessibility Plan Progress Report Development – including designing progress reporting process, collecting and synthesizing data, managing JAAC consultation process, drafting Final Progress Report and submission of same to Councils.

- Procurement Process Accessibility Criteria Development – including review of existing process and policies, drafting new policies and procedures including accessibility criteria for review and adoption.
- Assistance in orienting and managing Alternate Format Service Provider.

Fee will be billed monthly and Harmonized Sales Tax will be added.

CLERK'S DEPARTMENT

March 25, 2013



The Corporation of the Town of Pelham
Attention : Nancy Bozzato, Clerk
20 Pelham Town Square
P.O. Box 400
Fonthill, ON
L0S 1E0

Dear Ms. Bozzato;

Please find enclosed one full signed agreement with The Herrington Group Ltd. for the provision of consulting services relating to the administration of the Joint Accessibility Advisory Committee.

If you have any questions or concerns regarding the above, please do not hesitate to contact me at 905-957-3346 ext. 6720.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolyn Langley".

Carolyn Langley, Clerk
Township of West Lincoln

:bh

Service Contract Agreement

THIS AGREEMENT MADE AS OF THE 31st DAY OF JANUARY, 2013
BETWEEN

THE HERRINGTON GROUP LTD
(hereinafter referred to as THG)

OF THE FIRST PART

-And-

**The Joint Accessibility Advisory Committee of the Town of Lincoln,
the Township of West Lincoln, the Town of Niagara-on-the-Lake,
the Town of Pelham, the Town of Grimsby, the City of Thorold**
(hereinafter referred to as the Municipality)

OF THE SECOND PART

THIS agreement witnesses that in consideration of the mutual covenants and agreements contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

ARTICLE 1 – PROVISION OF SERVICES

- 1.01 The Municipality hereby retains THG to perform the services as outlined in **Article 3** of this Agreement “the Services”.
- 1.02 Subject to the terms and conditions herewith THG agrees to provide and the Municipality agrees to pay THG for “the Services”.
- 1.03 THG agrees to work diligently and faithfully to perform and complete the Services or any segments thereof, as described in this agreement, in a good and workmanlike manner within the same time period outlined in **Article 4** of this Agreement. In providing the Services THG shall at all times conduct itself in full compliance with all applicable statutes, laws, and regulations governing its occupation, profession, trade, craft or business from work locations utilized by THG in providing “the Services” to The Municipality.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

- 2.01 The amount payable by The Municipality to THG for THG's provision of “the Services” shall be Forty Seven Thousand, Two Hundred and Fifty Dollars (\$47,250) Canadian funds, plus applicable Harmonized Sales Tax.
- 2.02 Payment of the amount outlined in Article 2.01 above, will be made to THG, in monthly instalments payable by invoice, the first day of each month during the period of this contract in the sum of Three Thousand, Nine Hundred and Thirty Seven Dollars and Fifty Cents (\$3,937.50) per month plus applicable H.S.T. (as outlined in Sections 5.0 and 5.1 of Schedule A).
- 2.03 The Municipality will also provide payment to THG, for supply and logistical costs relating to the coordination and implementation of the AODA Compliance Project, to a maximum as follows (as outlined in Sections 5.0 and 5.1 of Schedule A):

<u>Expense</u>	<u>Amount</u>
Postage/Printing/Copying/Office Supplies	\$240
JAAC Committee Development	\$500
Transportation	\$5,000
JAAC Municipalities – Website Audits*	*\$5,000
JAAC Meeting Accommodations	\$250
JAAC Administrative Support	\$1,680

In order to be reimbursed for supply and logistical costs THG will submit a detailed expense claim form to The Municipality, as required. The claim form shall include original receipts.

ARTICLE 3 – SERVICES TO BE PERFORMED

3.01 THG shall perform the services identified in Sections 4 and 5 of Schedule A, being the "Proposal to Coordinate AODA Compliance" dated November 15, 2012 attached as Schedule "A" to and forming part of this agreement.

3.02 Subject to the Terms of this agreement the Municipality shall provide payment to THG of all costs, disbursements and expenditures associated with and incidental to the services performed by THG as outlined in Schedule A.

3.03 The Municipality shall make every reasonable effort to provide, during the contract period access and assistance in gathering relevant information and contacts deemed necessary by THG at its own discretion, for the purposes of preparation for, administration associated with, and handling the logistics associated with implementing the AODA Compliance Project.

ARTICLE 4 – TIME FOR PERFORMANCE OF SERVICES

4.01 The parties agree that this agreement shall commence February 1, 2013 and expire January 31, 2014.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES

5.01 The Municipality represents and warrants to, and covenants with, THG that:

- i. THG is the sole provider of Services and the Municipality has not subcontracted or hired, and will not subcontract or hire, any persons to aid in the Services without the prior consent of THG;
- ii. The Municipality has full power and authority to execute this Agreement and to perform obligations hereunder, and THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing THG's obligations hereunder;
- iii. The corporate design created by it pursuant to this Agreement shall be entirely original and no part thereof will violate or infringe upon any trademark, copyright, or any other right or rights whatsoever of any third party.

5.02 THG represents and warrants to, and covenants with the Municipality, that:

- i. THG has full power and authority to execute this Agreement and to perform obligations hereunder, and
- ii. THG is not party to any agreement with, and has no other understanding with, any other person that would prevent THG from entering into this Agreement or performing the THG's obligations hereunder; and
- iii. All work product developed by THG arising from this agreement is and shall become property of the Municipality and shall not be utilized by THG for any purpose without authorization from the Municipality.

5.03 THG shall provide the Municipality with a valid clearance certificate from the Workplace Safety and Insurance Board (WSIB) confirming that THG is registered with WSIB.

5.04 THG and the Municipality agree that THG shall be an independent contractor and shall not be an employee of the Municipality and shall not be entitled to any benefits, pension, or retirement savings plan, vacation pay, bonuses, or otherwise

ARTICLE 6 – INDEMNIFICATION AND RISK OF LOSS

6.01 The Municipality hereby indemnifies and holds harmless THG and its successors and assigns their officers, directors, agents, employees and lawyers against any loss, cost, liability, claim or expense, including lawyer's fees, suffered or incurred by them, directly or indirectly,

- i. To the extent that the foregoing are not the result of a breach of any provision of this Agreement or the negligent acts or omissions of THG, its agents, servants and/or employees; and

- ii. In relation to any personal injuries or property damage as a result of, or arising out of, the coordination and completion of the AODA Compliance Project

6.02 Except for any loss or damage sustained by the Municipality as a direct result of THG's breach of this Agreement or failure to perform any of the Services, the Municipality hereby assumes entire risk of loss or damage sustained by any party from any cause.

ARTICLE 7 – NO AMENDMENTS, SEVERABILITY AND FAILURE TO ACT

7.01 This Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except in writing duly executed by the parties. The waiver by THG of a breach of any obligations of the Municipality under this Agreement shall not operate or be construed as a waiver of any other subsequent breach by the Municipality. If any provision of this Agreement is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

ARTICLE 8 – GOVERNING LAW

8.01 This Agreement was prepared in English at the express wish of the parties and the parties agree that the courts of the Province of Ontario shall have exclusive jurisdiction in reference to any matters herein. This Agreement shall be construed and its interpretation shall be governed exclusively, in all respects, by the laws of the Province of Ontario.

ARTICLE 9 – AGREEMENT BINDING

9.01 The terms and conditions of this Agreement shall be binding upon the parties and their respective heirs, executors, successors and assigns.

ARTICLE 10 – TIME OF THE ESSENCE

10.01 Time shall be deemed to be of the essence of the Agreement provided that the time for completing the work, which has been or is likely to be delayed by reason of any cause beyond the reasonable control of THG shall be extended by a period equal to the length of the delay so caused, further provided that prompt notice in writing of the occurrence causing or likely to cause such delay is given to the Municipality.

10.02 THG shall advise the Municipality in writing of any occurrence causing or likely to cause delays in the completion of its responsibilities under this Agreement.

ARTICLE 11 – NOTICES

11.01 Any notices required to be sent to one party to the other party shall be sent by personal delivery (deemed received when actually delivered) or, when postal service has not been interrupted by a strike or other publicly known cause, by prepaid registered mail (deemed received three days after it is posted) to:

THG
THE HERRINGTON GROUP
53 Greenmeadow Court
St. Catharines, Ontario L2N 6Y7

THE MUNICIPALITY
Town Clerk
Town of Niagara-on-the-Lake
P.O. Box 100
Virgil, ON L0S 1T0

ARTICLE 12 – TERMINATION OF AGREEMENT

12.02 Either party may terminate this agreement with 30 days written notice.

ARTICLE 13 – DAMAGES

13.01 If there is any breach of this Agreement by either THG or THE MUNICIPALITY, the party not in breach may only claim money damages and in no event shall the party not in breach claim or exercise any remedy enjoining or restraining the exercise of any right, rescinding or terminating this Agreement, or constituting any form of equitable relief.

ARTICLE 14- HEADINGS

14.01 Descriptive headings are inserted solely for the convenience of reference. They do not form a part of this Agreement and are not to be used as an aid in interpreting this Agreement

ARTICLE 15 – ENTIRE AGREEMENT

15.01 This Agreement embodies the entire agreement of the parties with regard to the matters contained herein, and no other agreement, representation or warranty shall be deemed to exist as entered into in writing by both parties to the Agreement.

SIGNED, SEALED AND DELIVERED:


Witness

Signed this 31 day of January, 2013

The Corporation of the Town of Grimsby

Signed this 4th day of Feb., 2013

The Corporation of the Town of Lincoln

Signed this 1st day of Feb., 2013

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

Signed this ____ day of _____, 2013

The Corporation of the Town of Pelham

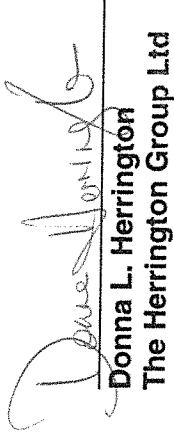
Signed this 21 day of February, 2013

The Corporation of the City of Thorold

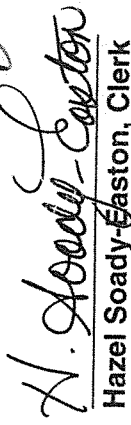
Signed this 5th day of march, 2013

The Corporation of the Township of West Lincoln

Signed this ____ day of _____, 2013


Donna L. Herrington
The Herrington Group Ltd


R. N. Bentley, Mayor


Hazel Soady-Easton, Clerk

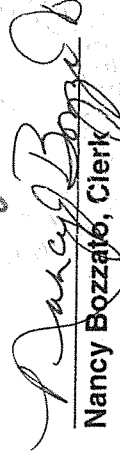

Bill Hodgson, Mayor

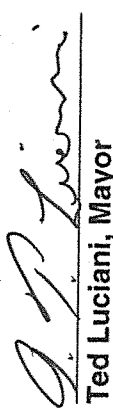

William Kolasa, Clerk

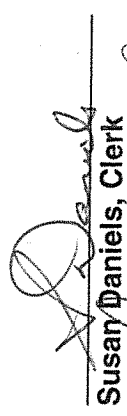

David Eke, Lord Mayor


Holly Dowd, Clerk


Dave Augustyn, Mayor


Nancy Bozzato, Clerk


Ted Luciani, Mayor


Susan Daniels, Clerk


Douglas Joyner, Mayor


Carolyn Langley, Clerk