

**THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE**

BY-LAW NO.

**A BY-LAW TO AUTHORIZE A FEE-FOR-SERVICE
AGREEMENT BETWEEN THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE AND THE NIAGARA-ON-THE-
LAKE CHAMBER OF COMMERCE & VISITOR & CONVENTION
BUREAU INC.**

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE as follows:

1. THAT the Agreement dated _____ 2013 between the Corporation of the
Town of Niagara-on-the-Lake and The Niagara-on-the-Lake Chamber of
Commerce & Visitor & Convention Bureau Inc. as attached is hereby
approved.
2. THAT the Lord Mayor and Clerk are hereby authorized to affix their hands and
the Corporate Seal thereto.
3. THIS by-law shall come into force and take effect immediately upon the
passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS ____ DAY OF
____ 2013**

LORD MAYOR DAVE EKE

TOWN CLERK HOLLY DOWD

THIS AGREEMENT dated this ____ day of ____ . 2013.

BETWEEN:

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**
(Hereinafter called the “**TOWN**”)

OF THE FIRST PART

- and -

**THE NIAGARA-ON-THE-LAKE
CHAMBER OF COMMERCE & VISITOR &
CONVENTION BUREAU INC.**
(Hereinafter called the “**CHAMBER**”)

OF THE SECOND PART

WHEREAS the Chamber and the Town are desirous of entering into an Agreement for various services provided by the Chamber on behalf of the Town, including, but not limited to, visitor services, tourism marketing and promotion programs.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and premises herein contained the parties hereto agree as follows:

1. TOURISM NIAGARA-ON-THE-LAKE:

As the Destination Marketing Organization (DMO) for Niagara-on-the-Lake, the Chamber shall provide a range of visitor services and tourism marketing and promotional services which continue to enhance Niagara-on-the-Lake’s stature as a premier visitor destination. These activities shall include, but are not limited to, the following:

- Pursuit of funding opportunities for the implementation of tourism marketing campaigns through the Regional Tourism Organization (known as the Tourism Partnership of Niagara); the Ontario Ministry of Tourism and any other applicable local, provincial or federal funding programs.
- Attendance at various tourism-related conferences and conventions to promote Niagara-on-the-Lake.
- Publication of an annual Visitor Guide.
- Maintenance of a tourism component on the Chamber website, including accommodation bookings for visitors through Chamber members.
- Handling of public and visitor inquiries through the Chamber’s Visitor Information Centres, on a seven days per week basis, and website.
- Handling of parking infraction complaints and referral to the Town for payment through Town Administration Offices or its on-line payment service, Paymentus.
- Hosting of special events, such as the Icewine Festival, the Peach Festival, 911 Memorial, Candlelight Stroll and Diner en Blanc.

- Coordination with Town staff for tourism signage within Niagara-on-the-Lake and at provincial designations through the Tourism Oriented Directional Signs (TODS) program.

2. POLICY SUPPORT SERVICES FOR TOWN

The Chamber will continue to provide professional expertise, communications support and participation on relevant Town Committees for a range of policy matters, including, but not limited to, road works and sidewalk repair, regional recycling and waste management programs for business; and parking and traffic matters. The Chamber, working with its business members, will present input to the Town on policy matters under review when applicable.

3. REMUNERATION

In return for the above services, the Chamber will receive funds from the Town in an amount determined annually by the Town’s Discretionary Grant Committee. This Committee, consisting of Council and Town staff, review all Discretionary Grant requests and make recommendations to Council.

The Town will continue to provide general liability insurance coverage to the Chamber for special events which specifically focus on promoting Niagara-on-the-Lake to external visitors.

4. TERMINATION OF AGREEMENT

This Agreement may be cancelled by either party upon six months written notice.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CORPORATION OF THE TOWN
OF NIAGARA-ON-THE-LAKE
Per:

LORD MAYOR DAVE EKE

TOWN CLERK HOLLY DOWD

THE NIAGARA-ON-THE-LAKE CHAMBER
OF COMMERCE & VISITOR &
CONVENTION BUREAU INC.
Per:

Rainer Hummel, President

Janice Thomson, Executive Director