

# 2023 MEMORANDUM OF UNDERSTANDING

## BETWEEN THE DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT AREA + THE CORPORATION OF THE TOWN OF TILLSONBURG

### 1.0 STATEMENT OF INTENT:

The Town of Tillsonburg (Town); representing the community at large, and the Downtown Business Improvement Area (BIA); representing the service, industrial, institutional and commercial community in the Downtown Core enter into this Memorandum of Understanding to establish a working partnership/relationship to further enhance that goal. For other services provided including the installation and removal of Christmas lights; banners; and other goods and services - the BIA will initiate separate agreements with the 3<sup>rd</sup> party – i.e. installation & removal of Christmas lights and seasonal banners.

### 2.0 GUIDING PRINCIPLES:

The following guiding principles will direct the deliberations of the Town and BIA in achieving that goal.

- 2.1 Assist business entrepreneurs to establish and thrive in the Core on an ongoing basis.
- 2.2 Provide through the Town's Economic Growth Strategy a framework for growth, management and development.
- 2.3 Initiate improvement projects that will enhance the Community profile of the Core.
- 2.4 Provide financial incentives and technical resource assistance as requested and/or needed.
- 2.5 Encourage and support the BIA management board and staff in their endeavours.
- 2.6 Promote and raise the profile of the Core in surrounding communities as the place to visit and shop.
- 2.7 Develop plans for continuous improvement of all capital assets and beautifications.
- 2.8 Coordinate annual operating and capital plans between the parties, where feasible and practical.
- 2.9 Develop communication protocols and procedures to enhance the effectiveness of BIA operations in the Downtown Core.
- 2.10 Provide for the annual review of by-laws to ensure consistency between Town and BIA strategic objectives.
- 2.11 BIA and Town to review and agree upon capital projects prior to the Town's budget approval by Town Council.

### **3.0 MANDATES:**

#### **BIA:**

The BIA as set out in the Municipal Act, has been established to promote (a) the Core as the major business and shopping area of the Town and (b) the improvement, beautification and maintenance of municipally owned land, buildings, and structures in the area ***beyond that provided (incremental to)*** the expense of the municipality.

#### **TOWN:**

The Town of Tillsonburg, as set out in the Official Plan, is obligated to maintain, develop, and create a strong, healthy, and vibrant Downtown Core consistent with the Corporate strategic plan and best practices as demonstrated by similar towns & cities in Canada.

### **4.0 CONDITIONS PRECEDENT:**

The parties agree to the following conditions:

- 4.1 Capital projects of a minor nature as set out above will be the responsibility of the BIA to fund under separate levy subject to a business plan being presented to Council that includes the ongoing operating costs associated therewith. A list of project assets to date is provided in Appendix A.
- 4.2 Operating costs between the parties will be in accordance with the approved schedule attached as Appendix B.
- 4.3 Any additional charges or costs other than those contained in this agreement must be agreed to by the parties prior to procurement and/or issuance of a purchase order.
- 4.4 **INSURANCE:** The Town of Tillsonburg will allow the BIA to insure the BIA vehicle(s) and offices under a rider in the town's existing insurance policy with INTACT Public Entities.  
The town will invoice the BIA for that portion of the insurance cost(s) applicable to the BIA. The BIA agrees to pay for the insurance premium amounts for this coverage.
- 4.5 The payment for services provided by the BIA under this MOU and paid for by the Town are to be billed in twelve (12) equal installments  
Paid by EFT to the DTBIA bank account as provided.

### **5.0 AMENDMENTS:**

Amendments to the agreement will require the mutual consent of the parties but will otherwise be considered at the annual review meeting to take place in September of each year. The BIA Board of Management and Town Council must approve all proposed amendments.

### **6.0 TERMS OF THE AGREEMENT:**

- 6.1 The agreement will be reviewed annually and will be in effect from the commencement date of January 1<sup>st</sup>, 2023, to December 31<sup>st</sup>, 2023.
- 6.2 The annual review will take place in September of each year and prior to the approval of the Town and BIA budgets for the upcoming fiscal year.

Note: There are inflationary adjustments applied to specific categories to reflect cost pressures partially offset by efficiency improvements. There are also adjustments to reflect increased transients; higher incidence of dumped garbage; increased waste collection in existing waste containers; managing sharps (needles); management and/or removal of temporary homeless persons encampments; management of shopping carts on town property etc. There is a further adjustment to the scope of work with respect to the ground-level maintenance of the Clock Tower area, (excluding the building), whereas the gardens will be rehabilitated and new plantings installed & the DTBIA will perform all daily maintenance tasks including weed control, etc.

**DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT AREA (BIA)**

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

**THE CORPORATION OF THE TOWN OF TILLSONBURG**

\_\_\_\_\_  
By: Tanya Daniels Date: \_\_\_\_\_  
Director of Corporate Services

\_\_\_\_\_  
By: Deb Gilvesy Date: \_\_\_\_\_  
Mayor

**APPENDIX A: BIA ASSETS**

**1.0 STREET FURNITURE:**

- 1.1 Benches – cast iron and wood slat construction - 29
- 1.2 Glass top tables (36" x 36") – 34
- 1.3 Glass top side tables (20" x 20") – 15
- 1.4 *Round steel slat tables - 24*
- 1.5 Black aluminum chairs – 160
- 1.6 Nylon brown chairs - 60
- 1.7 Hexagon picnic tables – 2 (1 one was discarded due to damage)
- 1.8 Round black slat aluminum tables – 20
- 1.9 Patio heaters – 12 (additional 12 on order)
- 1.10 Nylon black chairs - 20

## **2.0 SMOKING CONTROL:**

- 2.1 Butt stop – stand alone unit – 15 (2 discarded due to damage)
- 2.2 Butt stop – wall mount – 5

## **3.0 POTS & PLANTERS:**

- 3.1 Narrow/tall single planter - 38
- 3.2 Large brown pots – 30
- 3.3 Medium brown pots - 20
- 3.4 Square planters - 3

## **4.0 GARBAGE CONTAINERS:**

- 4.1 Black steel double unit – 11
- 4.2 Barrel style with red lid – 1
- 4.3 Bonnet style with black lid - 1
- 4.4 Rubbermaid – round style with lid – 2
- 4.5 Rubbermaid – square with lid – 2
- 4.6 Rubbermaid – square with recycling lid – 1

## **5.0 SHADE STRUCTURE & SUPPORTS:**

- 5.1 7' umbrella – 66
- 5.2 9' umbrella – 11
- 5.3 Umbrella bases – large – 60
- 5.4 Umbrella bases – small – 24

## **6.0 OFFICE EQUIPMENT:**

- 6.1 IT – laptop computers – 1
- 6.2 IT – desktop computers – 2
- 6.3 IT – colour printers – 3
- 6.4 IT – iPhones – 2
- 6.5 IT – label maker – 1
- 6.6 Furniture – tables – 9
- 6.7 Furniture – office chairs – 12
- 6.8 Office miscellaneous – 23

## **7.0 STREETScape IMPROVEMENTS:**

- 7.1 Broadway node reconstruction circa 2004:
  - 7.1.1 Interlocking stone-works
  - 7.1.2 Cast iron tree grates
  - 7.1.3 Trees
  - 7.1.4 Accessible ramps
  - 7.1.5 Tree guards
  - 7.1.6 Power outlets
  
- 7.2 Heritage LED light fixtures circa December 2018:
  - 7.2.1 Contribution to capital cost for procurement differential: (\$114,000 comprised of 70 fixtures)

**8.0 ELECTRONIC BULLETIN BOARDS & DISPLAYS**

- 8.1 EBB at Venison & Broadway
- 8.2 EBB at Mineral Springs
- 8.3 Focal point sign – John Pound Road by Mill Tales Inn
- 8.4 LG 47WB 50BRB-B flat panel HD TV (1 each)

**9.0 POP-UP PATIO & PATIO HEATERS**

- 9.1 Patio heaters (12)
- 9.2 Wood panels, cross-beams
- 9.3 Concrete post bases/block

**10.0 VEHICLES:**

- 10.1 2022 Chevrolet Silverado Custom (leased from GMAC Canada)
- 10.2 2021 – 16' Miska – landscaping utility trailer

## **APPENDIX B: COST OF SERVICES – OPERATING & CAPITAL – 2023 OPERATING YEAR**

### **1.0 COURTESY BENCHES & SEATING**

Purchase, installation, storage & maintenance of all benches in the BIA zone which includes seasonal installation, (spring); maintenance during spring, summer, and early fall; and collection & storage in the winter months.

Operational responsibility: 100% BIA

### **2.0 WASTE & RECYCLE REMOVAL:**

Collect, remove and disposal of waste and recycling in the Downtown Core except for the units located at the Tillsonburg Town Centre Mall campus area. This also includes the collection, removal and disposal of dumped waste items in Downtown alleys, Downtown parking lots & other public spaces including Library Lane. The BIA will be responsible for its own dumpster, labour, scheduling, service levels and disposal of collected items.

Operational responsibility: 100% BIA

### **3.0 LANDSCAPING SERVICES STREET POTS, PLANTERS, TREES**

Purchase and install all trees, replace damaged or dead trees/foilage on an annual basis. Includes as-needed pruning and foliage removal.

The BIA will assume the cost of the plant materials, Maintenance & care for the large Town pots located at the clock tower, major intersections & other areas in the Downtown BIA zone.

Purchase and install all seasonal pots, planters, hang baskets, (includes the cost of all specimens of flowers, greenery, pot accents and signage.)

The BIA added 12 new pots in 2022 and will add 20 new pots in 2023.

\*Note: this does not include grass cutting/maintenance.

Remove all weeds from grates, curbs, sidewalks, alleys, walkways, public areas, parkettes, traffic signals + nodes.

Includes the flower beds and ground level vegetation at the Rotary Clock Tower.

Operational responsibility: 100% BIA

### **4.0 WATERING/IRRIGATION**

Includes watering/irrigation of all pots, plants, baskets, planter units & urns in the BIA defined zone including those owned by either the BIA or Town of Tillsonburg.

Due to increased temperatures; watering frequency is forecasted to be 7 days a week in 2023.

This service includes the cost of water, fertilizer, hoses, nozzles, pumps & other equipment that is

required to undertake this effort.  
Operational responsibility: 100% BIA

**5.0 STREET SIGNS/BLADES/MISC SIGNAGE**

100% responsibility of the BIA with  
The Town providing \$1,500 per annum  
for replacement and/or new street signage  
that meets AODA standards.

This service includes the design, approval,  
procurement, installation, maintenance & repair  
of all Downtown street blade signs on an annual  
basis.

Note: For 2023; commence transition to proper  
AODA standards. The design of the blades will be  
made in conjunction with the new wayfinding  
signage being installed throughout the town.

Operational responsibility: 100% BIA

**6.0 MAINTENANCE ACTIVITIES INCLUDING  
PUBLIC AREAS**

The BIA will perform day-to-day sweeping  
in all downtown areas of the commercial  
corridor. This service includes all labour costs; cost of removal  
of waste receptacles, cost of equipment, cost of PPE &  
supervision of student labour including an operational  
plan and system for BIA staff to follow. This service also includes  
the one-time, annual spring clean-up from the winter thaw.  
Cleaning up of dog waste/feces. Management of homelessness  
Impacts including removal of shopping carts, discarded items,  
Cleaning up after parades, events, food trucks, worker buses.  
Operational responsibility: 100% BIA

**TOTAL FUNDING FROM THE TOWN TO BIA:**

**2023: \$35,115**

**2024: \$37,117**

**2025: \$39,233**