

2026 – 2028 MEMORANDUM OF UNDERSTANDING
BETWEEN
DOWNTOWN TILLSONBURG BUSINESS IMPROVEMENT AREA
AND
THE CORPORATION OF THE TOWN OF TILLSONBURG

1.0 STATEMENT OF INTENT:

The Town of Tillsonburg; representing the community at large, and the Downtown Tillsonburg Business Improvement Area (BIA); representing the retail, Commercial, service, institutional and industrial businesses in the downtown core agree to this Memorandum of Understanding to establish a collaborative partnership.

For additional services such as installing or removing Christmas lights, banners, or other assets, the BIA will sign separate agreements with third parties.

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 Community Strategic Plan, 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 in accordance with the Town's approved Community Improvement Plan 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 that directly affect the BIA; to ensure consistency between Town and BIA strategic objectives.
- 2.11 The BIA and Town to review and agree upon capital projects prior to the Town's budget approval.

3.0 MANDATES:

BIA:

The BIA established under the Municipal Act is tasked with (a) promoting the core as the primary business and shopping district of the town, and (b) supporting the improvement, beautification, and maintenance of municipally owned land, buildings, and structures in the area above which is provided by the municipality.

TOWN:

According to the Official Plan, the Town of Tillsonburg is committed to maintaining, enhancing, and developing a robust, healthy, and vibrant downtown core, in alignment with the Corporate Strategic Plan and best practices observed in comparable towns and cities throughout Canada.

4.0 CONDITIONS PRECEDENT:

As of mid-year 2024, the County of Oxford's intercensal population estimate was 20,773. The calculations within this agreement incorporate this updated figure into the metrics related to cost per capita.

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. A list of project assets and equipment purchased 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 the town's current insurance policy. 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 BIA will patrol all downtown areas, (BIA zone), daily.
- 4.6 Issues requiring action by the town will be communicated by using the "Report a Problem" feature on the smartphone app and on the website.
- 4.7 The BIA and Town will provide up to date contact information between the parties for key staff to ensure that there are seamless communications.
- 4.8 The BIA and town authorities will communicate emergent issues between the parties to ensure that public areas are kept safe for residents, tourists and employees.
- 4.9 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.
- 4.10 The funds provided by the Town under this MOU shall be used solely for the purposes under this MOU. The BIA is required to report annually to the Town on the

budget vs. actuals for each service noted in Appendix B with a detailed account of the costs incurred as well as a description of any variances, with such variances kept in a reserve to offset one-time items or future increases.

5.0 AMENDMENTS:

Amendments need approval from both parties at the annual September review, with final approval from the BIA Board of Management and Town Council.

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 1st, 2026, to December 31st of 2028.
- 6.2 The annual operational 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 is a significant cost adjustment for year 1 of this agreement due to two factors. First the increase in population and traffic in the downtown area and second, the continuing and escalating negative impacts of social issues which is requiring a daily increase of maintenance activities of 3 hours per day on a seasonally adjusted basis.

The CPI assumptions for 2027 and 2028 are 2.0% for the purposes of this multi-year agreement.

TILLSONBURG BUSINESS IMPROVEMENT AREA (BIA)

By: _____ Date: _____

THE CORPORATION OF THE TOWN OF TILLSONBURG

By: _____ Date: _____

By: _____ Date: _____

APPENDIX A: BIA ASSETS

1.0 STREET FURNITURE:

- 1.1 Benches – cast iron and wood slat construction - 27
- 1.2 Glass top tables (36" x 36") – 40, now down to 8
- 1.3 Glass top side tables (20" x 20") – 15, now down to 2
- 1.4 Black aluminum chairs – 160, now down to 154
- 1.5 Nylon brown chairs – 60, now down to 49
- 1.6 Hexagon picnic tables – 3, now down to 1
- 1.7 Round black slat aluminum tables – 45

1.8 Nylon black chairs - 20

2.0 SMOKING CONTROL:

2.1 Butt stop – stand alone + wall mount – 15 each

3.0 POTS & PLANTERS:

3.1 Narrow/tall single planter - 29

3.2 Large brown pots – 30

3.3 Medium brown pots - 10

3.4 Square planters - 4

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, damaged

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 Umbrellas – all size - 41

5.2 Tim Horton's logo umbrellas - 3

5.3 Umbrella bases – all – 30

6.0 OFFICE EQUIPMENT:

6.1 IT – laptop + desktop computers – 2 and 2

6.2 IT – colour printers – 2

6.3 IT – iPhones – 2

6.4 IT – label maker – 1

6.5 IT – Polycon telecommunications system (February 2025)

6.6 Furniture – tables – 7

6.7 Furniture – office chairs – 15

6.8 Office miscellaneous – 20

7.0 STREETScape IMPROVEMENTS:

7.1 Broadway node reconstruction circa 2004:

7.1.1 Interlocking stonework

7.1.2 Cast iron tree grates

7.1.3 Trees, various

7.1.4 Accessible ramps

7.1.5 Tree guards

7.1.6 Power outlets (most inoperable)

7.2 Heritage LED light fixtures circa December 2018:

7.2.1 Contribution to capital cost for procurement differential: (\$115,000 comprised of 70 fixtures)

7.2.2 LED snowflake lights – purchased 2023: 36 each

7.3 164 Broadway:

7.3.1 Replacements of trees October 2025

8.0 ELECTRONIC BULLETIN BOARDS & DISPLAYS

8.1 EBB at Venison & Broadway

8.2 EBB at Mineral Springs

8.3 LG 47WB 50BRB-B flat panel HD TV (1 each)

9.0 POP-UP PATIO & PATIO HEATERS

9.1 Patio heaters (6)

9.2 Wood panels, crossbeams various

9.3 Concrete post bases/blocks

9.4 Rope/cords (2)

10.0 VEHICLES:

10.1 2024 Chevrolet Silverado Custom (leased from GMAC)
2-year lease term to April 2026.

10.2 2021 Miska landscape trailer

APPENDIX B: COST OF SERVICES – OPERATING & CAPITAL – 2026-2028

This appendix was updated by the BIA and now includes remediations of social issues in the amount of \$8,835 and tobacco management/waste \$3,537.44.

1.0 PUBLIC SEATING

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

Deployment and storage of all seating assets as required on a seasonal basis including special events.

Cost of storage included.

Operational responsibility: 100% BIA.

Cost allocation: 8% (2026 = \$4,716.72)

Annual cost per capital: \$0.23 cents per resident.

2.0 WASTE REMOVAL:

Collect and dispose of bagged and dumped garbage from all public waste containers in the downtown core.

Provide waste containers, liners, and bags for all waste management tasks.

Remove dumped waste from downtown alleys, parking lots, and public spaces, including Library Lane.

The BIA will supply necessary materials for effective waste collection and disposal.

Recycling responsibilities will shift on January 1, 2026, which may alter operational routines.

Cost allocation: 24% (2026 = \$14,150.16)

Annual cost: \$0.68 cents per resident.

3.0 REMEDIATION OF THE IMPACTS OF SOCIAL ISSUES:

Removal of various biohazards, handling of sharps, human waste, etc.

Removal and return of shopping carts in the BIA zone not handled by others.

Use of power washer and disinfectants to clean human waste and bodily fluids as needed.

Removal of drug paraphernalia including containers, foils, residues, etc.

Rapid response capability through the BIA web-tool to handle all emergent issues requiring remediation.

Cost allocation: 15% (2026 - \$8,843.85)

Annual cost: \$0.43 cents per resident.

4.0 LANDSCAPING SERVICES

STREET POTS, PLANTERS, TREES, SHRUBS, BUSHES, FLOWERS

Annually purchase, install, and replace trees and foliage as needed; perform pruning and removal when necessary (BIA covers plant material costs).

Maintain town-owned/provided pots at key locations; purchase and install all seasonal pots, planters, hanging baskets, and related materials.

Grass maintenance in all areas is excluded and remains the Town's responsibility.

Remove weeds from all public areas and paved surfaces

BIA is fully responsible for these services.

Allocation of resources: 18% (2026 - \$10,612.62)

Annual cost: \$0.51 cents per resident.

5.0 TOBACCO MANAGEMENT/WASTE

Purchase and maintain tobacco control units throughout the BIA zone including all public spaces.

Empty and dispose of cigarette butts in a designated waste container.

Maintain and/or implement proper signage following the Smoke-Free Ontario Act, (SFOA).

Clean and remove all cigarette butts in all public areas.

Liaise with Southwestern Public Health Tobacco Enforcement personnel from time to time and as needed.

BIA is fully responsible for these services.

Allocation of resources: 6% (2026 - \$3,537.54)

Annual cost: \$0.17 cents per resident.

6.0 WATERING/IRRIGATION OF POTS, PLANTERS, SHRUBS, FLOWERS

The scope of service encompasses watering and irrigation of all pots, plants, baskets, planter units, and urns within the BIA-designated zone, inclusive of those owned by either the BIA or the Town of Tillsonburg.

The provision includes all associated costs for water, fertilizer, hoses, nozzles, pumps, and other equipment required to facilitate daily operations.

Operational responsibility rests entirely with the BIA.

Allocation of resources – 10%, seasonally adjusted – (2026 - \$5,895.90)

Annual cost: \$0.28 cents per resident.

7.0 SIGNAGE – STREET BLADES AND OTHERS AS REQUIRED

Maintain and replace BIA street blade signs as needed.

Provide and maintain other required BIA signage.

Keep an up-to-date inventory of all signs and locations.

BIA is fully responsible for these tasks.

Ensure new signs comply with AODA standards when necessary.

Allocation of resources – 1% (2026 - \$589.59)

Annual cost: \$0.03 cents per resident.

8.0 SIDEWALK & GUTTER CLEANLINESS - DAY TO DAY MANUAL SWEEPING

The BIA will conduct 7-day clean-up sweepings throughout all downtown sectors within the commercial corridor/BIA zone.

This service provides all required tools and equipment necessary for proper completion of the assigned tasks.

All labor expenses, including the removal and disposal of collected debris, equipment costs, PPE, and supervision of student workers, are included, as well as an operational plan and system for BIA staff to implement.

Additionally, this service covers the annual, spring clean-up following the snow melt.

Allocation of resources: 18% (2026 - \$10,612.62)

Annual cost per capita: \$0.51 cents per resident.

Three-year funding request summary:

TOTAL 2026 MOU FUNDING FROM THE TOWN TO BIA: \$58,959

2026 cost per resident = \$2.84

TOTAL 2027 MOU FUNDING FROM THE TOWN TO BIA: \$60,140

2027 cost per resident = \$2.90

TOTAL 2028 MOU FUNDING FROM THE TOWN TO BIA: \$61,340

2028 cost per resident = \$2.95

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