

APPENDIX 1 – CSE-2024-006

Town of Halton Hills and Downtown Acton Business Improvement Area Memorandum of Understanding

PURPOSE OF MEMORANDUM OF UNDERSTANDING (MOU)

Downtown vibrancy is a key Town economic development priority.

This Memorandum of Understanding (MOU) serves as an agreement between the Town of Halton Hills and the Downtown Acton Business Improvement Area (DABIA). Building on past and ongoing successes, the MOU:

- Establishes roles, responsibilities and processes for each party, and sets out a consistent framework for cooperation and communication, to ensure that the downtown business community and the Town continue to work together effectively;
- Outlines processes for the consideration of any requests made by the DABIA to the Town, facilitating the review of any applicable resource and financial impacts, and integration into Town and/or DABIA budgets, as appropriate;
- Identifies appropriate points of contact for both parties to ensure streamline communications, efficiency and responsiveness; and
- Establishes an infrastructure inventory list to clarify ownership over infrastructure located within DABIA boundaries.

Section 1 GENERAL AGREEMENT

- 1.1 The DABIA is entrusted, subject to the limitations of the Municipal Act and applicable by-laws, to the improvement, beautification and maintenance of the municipality-owned lands, buildings and structures in the area beyond that provided at the expense of the Town generally; and to promote the area as a business or shopping area.
- 1.2 The parties agree to meet annually, every April, to discuss and confirm areas of mutual interest and potential support requested from the Town by the DABIA, subject to review, and consideration and approval by Town Council through the annual budget process, and/or amendments to the MOU.
- 1.3 The DABIA shall provide the Town with a written submission to Economic Development detailing the projects proposed by the DABIA Board prior to the annual meeting. The submitted projects should be consistent with the DABIA's

approved Strategic Plan and include key project information, including but not limited to, project description, scope, budget, funding source(s), timelines, roles and responsibilities. The Town shall review the submitted list to identify potential opportunities for collaboration and assess resource and budget implications, as applicable. Requests requiring any additional staff and/or financial resources will need to be reviewed and approved by Town Council through the annual budget process prior to the Town's participation. Any approved projects requiring Town resources and/or budget would be included in the subsequent year's budget and workplan(s). For clarity and as an example, a project submitted by the DABIA Board in April of 2024, would be included for consideration in the 2025 budget.

- 1.4 Requests submitted by the DABIA outside of the annual review process may be considered at the Town's sole discretion and be subject to a review against Town priorities, alignment with existing workplans, and resource and financial implications.
- 1.5 In addition to the roles and responsibilities identified herein, where there are pertinent agreements in place for various services that then may be amended or negotiated from time to time independently from provisions of the MOU, however, do not alter the terms of the MOU.
- 1.6 The operating procedures of the DABIA are outlined in By-law No. 93-0175, as amended, and in the Municipal Act. The DABIA is a local board with the authority set out in the Municipal Act.
- 1.7 The DABIA shall adhere to the same policies and procedures applicable to all other committees of council, unless expressly provided otherwise in this agreement.

Section 2 GOALS & OBJECTIVES

2.1 Downtown Acton Business Improvement Area (DABIA)

The DABIA was officially established in 1977. The DABIA Board of Management, which includes one member from Town Council, meets monthly to govern the organization. Various committees are organized to fulfill the DABIA's mandate and to develop activities and events.

The DABIA strives to distinguish Acton as a premier shopping, dining and cultural destination in the Town. The DABIA is committed to its members, the Town and the residents of Halton Hills to ensure that the downtown continues to offer a positive experience for everyone.

The DABIA aims to:

- Drive on-going cooperation and communication among members of the business community and the Town.
- Advocate membership interests and concerns with municipal and other levels of government.
- Provide increased cost savings through improved integration of capital funding and promotional activities.
- Increase community interest and pride through our community festivals and events programming.

2.2 The Town of Halton Hills

Downtown vibrancy is a key Town economic development priority. The Town of Halton Hills acted on this priority through the implementation of numerous plans, strategies and initiatives. This includes the [Economic Development and Tourism Strategy](#), [Community Improvement Plan \(CIP\)](#), [Digital Main Street \(DMS\)](#), [Public Art Master Plan](#) and [Official Plan](#). By aligning these initiatives with the unique needs and aspirations of the DABIA Board, the Town aims to cultivate a vibrant and prosperous downtown area that caters to the diverse interests of residents, visitors and businesses alike.

The Town's Economic Development and Tourism Strategy identifies "Vibrant Downtown's" as one of five goals with the objective to increase the economic and tourism activity in Halton Hills' downtowns as the central entertainment, commercial and social cores of the community. Over 30 actions within the Strategy will positively impact the downtown areas.

Goals and objectives that relate to Downtowns are within the Official Plan, including but not limited to:

- Strategic Objective A2.2.2: encourage development and redevelopment in the Town's commercial corridors that incorporates excellence in urban design and complements the Community Node and the two Downtown Areas.
- Strategic Objective A2.3.2: To encourage the further intensification and use of the lands within the Downtown Areas, as appropriate.
- Goal A2.6.1: To identify, conserve and enhance the Town's natural cultural heritage resources and promote their value and benefit to the community.
- Goal A2.7.1: To provide opportunities for economic development in a manner that fosters competitiveness and a positive business environment.
- Strategic Objective A2.7.2: To encourage the continued revitalization of the Downtown Areas, which reflects their heritage significance and

promote a mix of uses and attraction for community activities both in the commercial core and in immediately adjacent areas.

Section 3 ROLES AND RESPONSIBILITIES

This section of the MOU shall set out the division of roles and responsibilities, as well as applicable procedures, between the Town and the DABIA. The sections are generally categorized by overarching theme and Town department/contact. The categories are as follows:

- DABIA Governance
- Financial and Administrative Services
- Insurance
- Business Supports
- Infrastructure Projects, Maintenance and/or Additions
- Parking
- Development Projects in DBIA
- Public Art Installations and Culture
- Events and Communication

3.1 DABIA Governance

- 3.1.1. The Town shall assume responsibility for establishing, amending, or dissolving a Business Improvement Area (DABIA) in accordance with applicable legislation and regulatory requirements, under the Municipal Act.
- 3.1.2. Resignations and appointments to the DABIA Board shall be submitted to the Town for approval by Town Council, per the established procedures and guidelines.
- 3.1.3. The Town shall appoint one member of the Council to sit on the DABIA Board, serving as a representative of the Town's interests and providing necessary input and guidance.
- 3.1.4. Matters related to DABIA Governance will be considered through the Town's Clerks division.

3.2. Financial and Administrative Services

- 3.2.1. The DABIA shall assume responsibility for arranging and financing annual financial audits, ensuring compliance with relevant financial reporting standards and regulations.

- 3.2.2. . The Town will fund the cost for the DABIA annual financial audit. The DABIA will be responsible for any additional fees resulting from a change of audit scope or incomplete working papers.
- 3.2.3. As best practice, the DABIA is strongly recommended to establish and maintain a multi-year 'reserve fund' for the implementation of its priorities, maintenance of any owned assets and unplanned expenses.
- 3.2.4. Levy funds collected from ratable properties within the DABIA boundary shall be remitted to the DABIA for disbursement, in accordance with the Municipal Act and as specified in the DABIA's approved budget.
- 3.2.5. The Town shall review, consider, and approve the annual DABIA Budget, ensuring alignment with the DABIA's objectives and the Town's financial policies and priorities.
- 3.2.6. The Town shall be responsible for the collection of the levy from ratable properties within the DABIA district, as mandated by the Municipal Act. The collected funds shall be disbursed by the Town to the DABIA in accordance with the DABIA's approved budget.
- 3.2.7. Matters related to Financial and Administrative Services can be directed to Corporate Services.

3.3. Insurance

- 3.3.1. The DABIA shall be included in the Town's Municipal Liability coverage, which carries an annual deductible of \$100,000. At its expense, the DABIA agrees to pay the associated fee on an annual basis, in addition to the deductible when applicable.
- 3.3.2. At its expense, the DABIA shall obtain insurance coverage equivalent to WSIB (Workplace Safety and Insurance Board) coverage and shall be responsible for the payment of premiums. The estimated annual cost for this coverage is \$2000.
- 3.3.3. The DABIA shall procure any other insurance coverage and meet liability requirements for property, events, infrastructure projects, and the establishment of temporary or permanent patios, among other activities. Town staff shall offer guidance on the appropriate insurance and liability obligations upon request, with the coverage decision resting with the DABIA Board.
- 3.3.4. Matters related to Insurance can be directed to Corporate Services.

3.4. Business Supports

3.4.1. The Town's Economic Development division shall conduct regular meetings with DABIA staff to address business support service needs, support downtown vibrancy, tourism spending, minimize the vacancy rate, and facilitate the success of business owners within the downtown area.

3.4.2. The Economic Development division shall actively promote DABIA initiatives through the visithaltonhills.ca tourism website and the investhaltonhills.com economic development website, as appropriate.

3.4.3. Economic Development division shall collaborate with the DABIA to promote any business support programs that are eligible to DABIA businesses, as appropriate.

3.4.4. Community Improvement Plan (CIP)

3.4.4.1. Economic Development staff shall provide the DABIA with materials to actively promote the Town's Community Improvement Plan (CIP) programs within the DABIA business network. DABIA staff shall direct all information requests to the Town's Economic Development staff.

3.4.4.2. Economic Development staff shall promptly inform DABIA staff of any CIP Façade Improvement Program applications received from businesses in the Downtown area for their review and comments. All comments must be provided within one week of receipt. The decision to either fund or deny any CIP applications located within the DABIA is at the sole discretion of the Town, and that decision is final.

3.4.5. Matters related to Business Supports can be directed to Economic Development.

3.5. Infrastructure Projects, Maintenance, and/or Additions

3.5.1. Unless otherwise indicated in this MOU or a related agreement, the Town shall assume responsibility for all regular maintenance and capital renewal of road-related infrastructure located within Town property in the DABIA area, encompassing road pavements, drainage features, curbs, sidewalks, boulevard surfaces, street lights, traffic control and roadway safety devices, street name signs, regulatory and non-regulatory signs. For clarity, the Town does not assume responsibility for sidewalks materially extending onto private lands, nor for stairs, steps, sidewalks or driveway aprons, walls, etc. extending within Town property from a private property.

3.5.2. The DABIA and Town maintain the Parkette on the corner of Main Street and Mill Street in accordance to the following:

- 3.5.2.1. Lawn maintenance and the planting/maintenance of the garden beds, including weeding, is the responsibility of the DABIA.
 - 3.5.2.2. Any additions of woody annuals/perennials will require Town approval.
 - 3.5.2.3. Structural assets to the land (trees, shrubs, retaining wall, rocks, etc.) is the responsibility of the Town
- 3.5.3. Additional regular maintenance that the Town agrees to provide, as listed in Appendix A, and updated from time to time, in consultation with the DABIA.
- 3.5.4. The DABIA shall bear responsibility for any maintenance activities not identified in Appendix A. To achieve this, the BIA will arrange and manage appropriate volunteers, employees or contractors to perform various activities, including but not limited to: flower/shrub bed planting and maintenance, flower basket hanging and watering, street custodial activities, etc.
- 3.5.5. In the case of DABIA-owned assets, including, maintenance, additions or improvements, the DABIA shall allocate the necessary budget, engage contractors, and pursue all applicable permits and approvals through the Transportation & Public Works department, which includes Building and Engineering and other departments, as appropriate.
- 3.5.6. The Town shall bear responsibility for the maintenance of the items identified in Appendix A for the life cycle of the item. Any item deemed to be at the end of its life will be removed by the Town. Replacement of the item will be at the discretion and cost of the BIA unless otherwise noted in Appendix A.
- 3.5.7. Assets owned by the Town not identified in Appendix A shall be managed and maintained by the Town, at its discretion, including determining end of life disposal and/or replacement.
- 3.5.8. The DABIA shall coordinate an annual walk-around in March with Transportation and Public Works and Economic Development Town staff to identify potential infrastructure and other projects within the DABIA district. Following the walk-around, the DABIA shall provide a list of DABIA Board-endorsed projects for potential inclusion in an upcoming Town Budget, subject to Council review and approval, as appropriate. At minimum, the list of projects must include proposed project description, DABIA budget contribution, DABIA roles and responsibilities, and specific requests of the Town. The Town shall review the proposed project list and provide feedback to the DABIA.

- 3.5.9. Initiatives involving the construction and/or enhancement of the Downtown area require prior written approval from the Town, including any applicable permits. Such initiatives shall be funded by the DABIA, unless Council grants alternative approval through the annual budget.
- 3.5.10. In the event that graffiti is observed on Town-owned public property, the DABIA shall promptly notify the Town and follow the Council-approved [Graffiti Action Plan](#), dated March 16, 2023.
- 3.5.11. The DABIA shall be responsible for providing garden maintenance and/or beautification services, including but not limited to, hanging flower baskets, planters, marketing signage, banners, additional street furniture and waste receptacles, and decorative/seasonal light installations, in the DABIA area that go beyond the standard level of service offered by the Town.
- 3.5.12. Requests involving potential changes to service levels, scope, functionality, use and/or the addition of physical infrastructure components shall be thoroughly researched by the DABIA. Formal request to the Town must include financial costs, including initial installation, maintenance and decommissioning, as applicable. The Town will evaluate any requests through the annual review process, as outlined in this MOU.
- 3.5.13. Requests impacting public safety that involve updates to infrastructure shall be directed to the Public Works department.
- 3.5.14. For any projects proposed to be conducted on municipally-owned lands and/or assets, the DABIA shall obtain prior written Town approval for the project before submitting any funding applications, including for situations where the Town may be included as being a supporter of the funding application and associated project(s). DABIA shall submit any funding applications that reference the Town to Town staff in a timely manner to allow for review prior to submission to the funding body.
- 3.5.15. DABIA staff are obligated to submit applications, adhere to established processes, and remit any applicable fees as specified by the Building and Engineering department and/or other Town Departments (e.g. Public Works)
- 3.5.16. The DABIA shall not be granted advanced timelines or exemption from permit fees and/or securities for infrastructure projects, unless expressly stated otherwise.
- 3.5.17. Matters related to Infrastructure Projects, Maintenance and/or Additions can be directed to Transportation & Public Works, and/or Building.

3.6. Parking

- 3.6.1. The Town shall maintain a collaborative relationship with the DABIA concerning parking matters, encompassing Town-owned parking lots, and proposed modifications to downtown infrastructure.
- 3.6.2. The Town shall notify the DABIA in advance of any proposed changes that could potentially affect downtown businesses, thereby granting the DABIA an opportunity to submit written responses to the proposed changes.
- 3.6.3. The Town shall duly consider these responses in its decision-making process related to the parking matters and infrastructure alterations.
- 3.6.4. Matters related to Parking can be directed to Transportation and Public Works.

3.7. Larger Development Projects in the DABIA Boundary

- 3.7.1. In the event of substantial construction or development projects taking place within the DABIA boundary, the Town Planning and/or Building and Engineering staff shall engage in communication with the DABIA staff to ensure transparency and facilitate the establishment of relationships between the incoming developer and the DABIA.
- 3.7.2. The Town Building and Engineering Department shall collaborate with the developers to try and develop construction management plans that incorporate communication plans and processes for documenting all complaints and subsequent follow-ups.
- 3.7.3. Town staff shall request that the developer to provide updates and ongoing information to the DABIA staff and Board Members. If the DABIA encounters any concerns or issues with the developer's proposals, the Board or DABIA Coordinator/Manager shall work directly with the Developer to address and resolve such matters.
- 3.7.4. Any questions or concerns raised by DABIA Board members or Business owners within the DABIA boundary shall be conveyed to the Town through the DABIA staff.
- 3.7.5. The Town shall request the developer to provide updates and communication to the DABIA staff as requested during preliminary meetings. DABIA Board Members shall refrain from directly contacting developers on behalf of the DABIA's. Instead, all communication between DABIA board members and developers shall be routed through the DABIA staff and subsequently relayed to Town staff.

3.7.6. Matters related to Larger Development Projects in the DABIA Boundary can be directed to Planning and/or Building.

3.8. Public Art Installations and Culture

3.8.1. In considering the installation of any arts and culture elements on public property, including but not limited to temporary and/or permanent public art, the BIA shall consult in advance with the Town and obtain any necessary approvals and permits.

3.8.2. Installation, maintenance, repair and deinstallation of BIA initiated (not part of a Town program) arts and culture elements will be the responsibility of the BIA and should be planned and resourced accordingly.

3.8.3. Matters related to Public Art Installations and Culture can be directed to Cultural Services

3.9. Events and Communication

3.9.1. Where appropriate, the Town's Community Development division, supported by other Town divisions/departments such as Cultural Services, will provide support to the DABIA in organizing downtown community events within the Town's scope of responsibilities. Events requiring additional Town resources shall be proposed by the DABIA within the list of DABIA Board-endorsed projects for potential inclusion in an upcoming Town Budget. Requests submitted by the DABIA outside of the annual review process may be considered at the Town's sole discretion and be subject to a review against Town priorities, alignment with existing workplans, and resource and financial implications.

3.9.2. The DABIA must develop event plans, in compliance with the Town's Special Event processes including submitting required information for areas such as, road closures, signage, building approvals, vendors and food services.

3.9.3. The Town shall not provide financial sponsorship or grants for DABIA events. However, as agreed to through this MOU, the Town will provide a waiver of fees towards the delivery of Special Events, to a maximum of \$2500.00 annually. Eligible waiver of fees includes park, facility or road occupancy permits, and equipment loans.

3.9.4. The Town shall promptly notify the DABIA of any event requests received from external parties that may impact DABIA members, such as street closures and events taking place in the downtown area.

3.9.5. Marketing and promotional materials and content, including the use of any Town logo, for collaborative events and/or other communications between the Town and DABIA should maintain consistency and avoid duplication. In issuing communication on matters that involve the Town as either a partner, sponsor and/or funder, the DABIA shall consult with the Town in advance to coordinate the issue of any communication, including on social media channels.

3.9.6. Matters related to Special Events and Communications can be directed to Community Development staff and/or Corporate Communications as appropriate

Section 4 TERM

4.1. This MOU shall remain in full force and effect for the current term of Town Council (the "Term") and may be automatically renewed for a subsequent Term, subject to the report noted in Section 5.2.

4.2. At the end of each Term, Town staff will prepare a summary report to Council outlining progress in MOU implementation and any recommended changes.

4.3. The Town and DABIA Coordinator/Manager will review the MOU on a bi-annual basis and consider whether there is a need to amend any of the terms of this MOU. Town staff shall have the authority to make minor and/or administrative amendments to the MOU and/or Schedule A upon consultation with the DABIA Coordinator/Manager, during, prior and/or after the bi-annual review, without prior Town Council approval. Any material change(s) from the approved MOU, including amendments that have the potential for resource and/or budget implications, will require prior Town Council review and approval, as well as review and approval by the DABIA Board, and will be reviewed at the end of every term.

4.4. Any requests for material amendment(s) must be received by the Town and/or the DABIA, and both parties must be in agreement prior to amendments being considered.

Section 5 TERMINATION

5.1 Either party may terminate their participation with this MOU for any reason by giving sixty (60) days written notice prior to the termination of services.

Section 6 CONFIDENTIALITY

6.1 Both parties acknowledge that by virtue of entering into this MOU they may, at times, have access to confidential information regarding each other's operations.

Both agree that they will not disclose confidential information and/or material without the consent of the other party, and unless such disclosure is authorized by this Agreement or required under law.

Section 7 CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

7.1. The persons signing this Agreement on behalf of Town and Board of Management certify by said signatures that they are duly authorized to sign this Agreement.

DOWNTOWN ACTON BUSINESS IMPROVEMENT AREA:

By:

Date

By:

Date

THE CORPORATION OF THE TOWN OF HALTON HILLS:

By:

Date

By:

Date