

MEMORANDUM OF UNDERSTANDING

- Between -

The Municipality of South Huron
[“The Municipality”]

And

Exeter Business Improvement Area
[“Exeter BIA”]

DEFINITIONS:

“BIA” means the Exeter Business Improvement Area and the geographic area it represents.

“The Municipality” means the Municipality of South Huron.

“BOARD OF MANAGEMENT” is a corporate body and shall consist of six (6) to twelve (12) members. The Board of Management of the Exeter BIA (hereinafter referred to as the “BIA”) shall be composed of one (1) Director (member of Council) appointed directly by the Municipality; and the remaining Directors selected by a vote of the BIA Membership and appointed by the Municipality. Following the appointment of the Board of Management, the Board shall select a Chairperson, Vice-Chairperson, Secretary and Treasurer.

“Meeting” means any regular, special or other meeting of a council, of a local board or of a committee of either of them, where;

- (a) A quorum of members is present, and
- (b) Members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

WHEREAS:

- A. The Exeter BIA is a designated improvement area, established under the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “Municipal Act”) and governed by a board of management appointed by the South Huron Council, being a local board of the Municipality for all purposes.
- B. The Municipality is a corporation that annually raises the amount required for the activities of the BIA through the establishment of special charge to be levied upon rateable properties in the improvement area.
- C. The Exeter BIA carries out its purposes, to support the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area and to promote the area as a business, shopping and service area.
- D. There is a joint interest by the Municipality and the Exeter BIA to deliver municipal services and infrastructure that promotes and facilitates commercial activity within the area.

- E. The Municipality and the Exeter BIA agree to work collaboratively on items outlined in this agreement and consider it desirable and in the public interest to enter into this written agreement to identify their respective roles and responsibilities in relation to improvement and promotion of the commercial districts of Exeter.

1.0 GUIDING PRINCIPLES

The following guiding principles will direct the discussions of the Municipality and the Exeter BIA in achieving the goal of creating a vibrant commercial district in Exeter, the business, shopping and service hub in the Municipality of South Huron.

- 1.1 Promote and raise the profile of Exeter and the Municipality of South Huron as the place to visit, live, work, shop, do business and invest;
- 1.2 Collaborative approach to support the retention, attraction and expansion of businesses in the Municipality of South Huron;
- 1.3 Collaborative approach respecting improvement projects that will enhance the profile of Exeter's commercial districts;
- 1.4 Support and promote the partnership between the BIA Board of Management and the Council of the Municipality of South Huron.

2.0 GENERAL AGREEMENT

- 2.1 Exeter BIA agrees to support beautification efforts and promotion of the business improvement area, through advertising, marketing and special events.
- 2.2 The Municipality may provide additional support to the Exeter BIA as negotiated by the parties, which may require approval of South Huron Council.
- 2.3 The parties agree to meet regularly as required to discuss areas of mutual interest.
- 2.4 In accordance with the Municipal Act, South Huron Council shall appoint all directors of the Board of Management of the Exeter BIA.

3.0 SERVICES PROVIDED BY THE BIA

- 3.1 The operating procedures of the Exeter BIA are outlined in its procedural by-law and in the Municipal Act. The Exeter BIA is a local board with authority set out in the Municipal Act and Municipal policies which would include Transparency and Accountability, Code of Conduct per Bill 130, Municipal Conflict of Interest Act – registry/declaration required Section 6(1) Bill 68. In addition, the hiring of employees and the sale and disposition of land.
- 3.2 The Exeter BIA is entrusted, subject to the limitations of its procedural by-law and the Municipal Act, to the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense

of the Municipality generally, and to promote the district as a business, shopping and service area.

3.3 The activities of the Exeter BIA may include:

- 3.3.1 Beautification programs, marketing initiatives, educational seminars, promotional and special events;
- 3.3.2 Visitor and new resident information services through the South Huron Welcome Centre and tourism marketing support for the Municipality;
- 3.3.3 Complementary marketing activities between the Municipality and other groups as agreed on;
- 3.3.4 Cooperation with other business improvement areas and agencies on promotion events and activities that benefit the town of Exeter;
- 3.3.5 Representation on South Huron Committees or ad hoc Committees as requested by the Municipality of South Huron;
- 3.3.6 Participation in Municipal initiatives as appropriate and/or requested.

3.4 In support of ongoing marketing and beautification efforts in Exeter, the BIA will provide the following at the BIA's expense:

- 3.4.1 Support for the purchase of flowers, watering and care of flowers within the BIA area – up to a maximum of \$8000 (subject to BIA budget approval on an annual basis);
- 3.4.2 Purchase of bulbs to maintain decorative lighting displays (including seasonal displays);
- 3.4.3 Installation, removal and maintenance of decorative lighting displays (excluding seasonal lighting displays);
- 3.4.4 Management of the promotional space at the north end entrance sign at the corner of Main and Thames Road.

3.5 The Exeter BIA may provide technical assistance and advisory services to Municipal staff regarding beautification, promotion and economic development items;

- 3.5.1 Provide feedback on any by-law (newly developed or a under review) that affects the BIA membership, including, but not limited to: parking, property standards, signage, etc.

3.6 The Exeter BIA shall provide the minutes of its management board meetings to Municipal Council and staff on a regular basis.

4.0 SERVICES PROVIDED BY THE MUNICIPALITY

ADMINISTRATION SERVICES:

- 4.1 In support of the ongoing operation of the Exeter BIA, the Municipality shall provide the following services to the Exeter BIA:
 - 4.1.1 CAO/Clerk/Finance/Human Resources advice, guidance and training as needed, including attending BIA Board of Management meetings to discuss municipal matters of interest to the BIA;
 - 4.1.2 Accounting advice and support, including budgeting, variance reporting, payroll and taxation within the confines of the Exeter BIA's independent financial system;
 - 4.1.3 Support and preparation of financial statements for the year-end external audit, in compliance with all generally accepted accounting principles and Public Sector Accounting Board requirements. The costs of the audit through the Municipality are recovered from the BIA.
 - 4.1.4 Billing, collecting and providing special levy funding transfers to the BIA, mid-March; mid-June; mid-September and mid-December each year. Any advance funding will be within the jurisdiction of the Director of Finance;
 - 4.1.5 Printing and production services of the Municipality's internal print / copy centre. Any materials beyond meeting materials may be subject to a small fee to be set on a case-by-case basis;
 - 4.1.6 Use of municipally owned meeting spaces for Board of Management and subcommittee meetings;
 - 4.1.7 Use of municipally owned facilities for large membership-based events, such as the South Huron Business and Community Excellence Awards Gala; free of charge;
 - 4.1.8 The Municipality of South Huron will also contribute a minimum of the equivalent of one third of the rent of the South Huron Welcome Centre to support operational costs of this visitor and resident information centre.

INFRASTRUCTURE AND OPERATIONS:

- 4.2 In support of the ongoing operation of the Exeter BIA, the Municipality shall provide the following services on municipally-owned lands (to municipal standards) at the expense of the Municipality as approved through the annual budget process:
 - 4.2.1 All road related infrastructure maintenance and capital renewal including road pavements, drainage features, curbs, sidewalks, boulevard surfaces, streetlights, traffic control and roadway safety devices, street name signs, directional, regulatory and non-regulatory signs;

- 4.2.2 All park related infrastructure (municipally-owned and managed parks, but not BIA beautification initiatives), including light fixtures and power supply;
 - 4.2.3 All municipal parking infrastructure maintenance and capital renewal, systems and enforcement operations;
 - 4.2.4 Municipal garbage and recycling receptacles
 - 4.2.4.1 From April – November a supply of a minimum of 20 units, with a maintenance and collection schedule of 2 times per week;
 - 4.2.4.2 From December – March, a supply of a minimum of 4 units, with a maintenance and collection schedule of 1 time per week;
 - 4.2.5 Street sweeping services once per month including one major spring cleanup from April to November
 - 4.2.6 Sidewalk sweeping services of one major spring cleanup. From April to November; sweeping is a responsibility of business owners;
 - 4.2.7 Roadside debris / litter pick-up – as needed
 - 4.2.8 Winter maintenance services for roads, sidewalks and boulevards on municipal rights of way, including salting, snow plowing and snow removal operations (as per Council approved service levels); daily winter maintenance of sidewalks is also a responsibility of business owners; and
 - 4.2.9 Winter maintenance services for stairs, walkways and municipal parking lots including salting, plowing and snow removal (as necessary); and
 - 4.2.10 Installation, removal and maintenance of seasonal lighting displays (the bulbs replaced at the BIA's expense); and
 - 4.2.11 Installation and removal of streetlight pole banners; and
 - 4.2.12 Installation and removal of BIA hanging baskets and bridge flowers; and
 - 4.2.13 Storage of flower planters during the winter season; and
 - 4.2.14 Weed spraying of sidewalks on Main Street once per year.
- 4.3 In support of the ongoing operation of the Exeter BIA, but subject to Municipal approval, the Municipality shall provide the following services funded by the BIA (fees to be agreed on annually):
- 4.3.1 Installation of special event banners above bridge on Hwy 4;

COMMUNITY SERVICES:

- 4.4 In support of the ongoing operation of the Exeter BIA, but subject to the agreement of both the Municipality and the BIA on an annual basis, the following beautification services may be provided:
- 4.4.1 Through a combined effort, the Community Services Department will order the flowers for the Exeter Cemetery, Communities in Bloom and the BIA;
 - 4.4.2 Tree and shrub maintenance within the business improvement area;
 - 4.4.3 Installation and removal of flower barrels in the BIA area;
 - 4.4.4 Management of flower watering services (staffing, equipment and water) to maintain flowers on an annual basis;
 - 4.4.5 Maintenance of all Exeter entrance signage (North, East, South and West) and the landscaping around the signs. North sign promotional space managed by the BIA.

EXCLUSIONS FROM THIS AGREEMENT:

- 4.5 The following services shall be excluded from this Agreement:
- 4.5.1 Levels of service for commercial / residential waste and recycling collections provided by the Municipality; and
 - 4.5.2 Services related to BIA promotional events not specifically identified in this Agreement.

Where the Exeter BIA desires Municipal assistance with respect to a BIA promotional event not specifically outlined in this Agreement, the services to be provided by the Municipality and Exeter BIA in relations to the BIA promotional events shall require the following:

- Written request of the BIA with resolution forwarded to Council for approval. This does not include Ladies Night, Sidewalk Sales, and Moonlight Madness.

Special Events such as the Santa Claus Parade and the South Huron Business and Community Excellence Awards Gala are subject to the Municipal Special Events policy.

5.0 FINANCIAL ACCOUNTABILITY

- 5.1 In keeping with the role and relationship of a local board, the Exeter BIA agrees that it shall do the following:
- 5.1.1 Keep and maintain all proper books, records, accounts, documents and vouchers necessary to record all financial transactions and as required by law in connection with operating a business improvement area;

- 5.1.2 Adopt all financial control policies as detailed by the Municipality including the procurement of goods and services;
- 5.1.3 Prepare an annual budget (on or before the 28th day of February), which will be reviewed by the Director of Finance or a designate approved by its membership and sent to Council for approval and inclusion in the BIA tax levy by-law;
- 5.1.4 Make all financial disclosures required by this Agreement in a timely manner so as to comply with all municipal deadlines for monthly and year-end reporting and budget deadlines;
- 5.1.5 Follow provincial and federal regulations as it relates to employment, taxation, remittances and standards;
- 5.1.6 Bring forward any major increases to the in-year budget to the Director of Finance. Significant changes are subject to approval by Council;
- 5.1.7 Present its unaudited financial statements to its Annual General Meeting for approval (the BIA does not receive audited statements until late spring, after AGM);
- 5.1.8 Use the Municipality's external auditors and ensure that an annual report for the preceding fiscal year is submitted to the Municipality, including a complete financial statement of its affairs for auditing (on or before the twenty-eighth day of February each year);
- 5.1.9 Use its best efforts to obtain as much government and public support for the Exeter BIA as possible. It will, with reasonable diligence, pursue applications for available government funding at the federal, provincial, and regional levels, and in addition, will continue its fundraising activities;
- 5.1.10 Identify all grants requested of all other governmental and quasi-governmental authorities, together with a statement of projected cash flows from such additional funding sources including fundraising targets within the confines of its by-laws and policies; and
- 5.1.11 Comply with all applicable requirements of the Municipal Act and its regulations;
- 5.1.12 Should the BIA be in a position to invest surplus funds, the Municipality's investment policy and investment restrictions must be followed.

6.0 INSURANCE

- 6.1 The Exeter BIA is considered to be a Board of Council and as a Board of Council the Exeter BIA, their employees and volunteers while acting on behalf of and under the supervision of the Exeter BIA, are considered to be insureds under the Municipality's municipal insurance program.

7.0 TERM

- 7.1 This Agreement shall remain in full force and effect for an unlimited term (the "Term") until terminated in accordance with section 8.1. Annually, the parties will consider whether there is a need to amend any of the terms of this Agreement.

8.0 TERMINATION

- 8.1 Either party may terminate this Agreement upon 90 days' notice to the other party in writing.

Exeter Business Improvement Area

Rose Glavin, Chair

Janice Brock, Secretary-Treasurer

The Corporation of the
Municipality of South Huron

Maureen Cole, Mayor

Rebekah Msuya-Collison, Municipal Clerk