

**This Memorandum of Understanding (MOU) made in duplicate  
on this 1st day of August, 2025**

Between:

**The Corporation of The Town of Orangeville**  
(hereinafter called the “**Town**”)

and

**The Orangeville Business Improvement Area**  
(hereinafter called the “**OBIA**”)  
(together, hereinafter referred to as the “**Parties**”)

WHEREAS the Town is a municipal corporation pursuant to the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended (the “***Municipal Act***”);

AND WHEREAS the Town is a corporation that annually raises the amount required for the activities of the OBIA through the establishment of a special charge to be levied upon ratable properties located in the area designated as the OBIA;

AND WHEREAS the OBIA is a designated business improvement area, established under the *Municipal Act*, and governed by a board of management appointed by Town Council, being a local board of the Town for all purposes;

AND WHEREAS the OBIA contributes to the economic, cultural, and social well-being of the downtown business community within its boundaries, through investment in capital improvements; beautification; marketing and promotion; events; education and administrative support;

AND WHEREAS there is joint interest by the Town and the OBIA to deliver municipal services and infrastructure that promotes and facilitates commercial activity within the OBIA area;

AND WHEREAS the Town and OBIA agree to work collaboratively on items outlined in this MOU and consider it desirable and in the public interest to enter into this written MOU to identify their respective roles and responsibilities in relation to the improvement, beautification, maintenance, and promotion of the OBIA area as outlined in **Schedule A – Roles and Responsibilities (“Schedule A”)**;

NOW THEREFORE the parties agree that the recitals above are true and form part of this MOU.

## Definitions:

Area – means the area comprised of the land within the Town of Orangeville as depicted in **Schedule G – OBIA Boundary Map (“Schedule G”)** and which has been designated by Town Council as the Orangeville Business Improvement Area within the meaning of the *Municipal Act*, as such Area may, from time to time, be altered by Town Council in accordance with provisions of the *Municipal Act*.

EDC Manager – means the Town’s Manager, Economic Development and Culture who acts as the primary point of contact of the Town for the OBIA, as outlined in **Schedule E - Roles of Project Managers (“Schedule E”)**.

ED – means the Executive Director of the OBIA who acts as the primary point of contact of the OBIA for the Town, as outlined in **Schedule E**.

MOU – means this memorandum of understanding as entered into by the Parties hereto.

OBIA Board – means the Board of Management for the Orangeville Business Improvement Area.

OBIA membership – means members of the Orangeville Business Improvement Area as defined by the Constitution of the OBIA.

Orangeville – means the municipality of the Town of Orangeville.

Parks, Special Events and Film Productions By-law – means By-Law 2023-021, a by-law to manage and regulate the use of parks, special events and film productions in the Town, as may be amended from time to time

Policies - meaning those policies as set out in **Schedule F – Town Policies Relevant to OBIA (“Schedule F”)**.

Records Retention By-law – means By-Law 2023-079, a by-law to provide the record retention schedule and related principles, policies and procedures, for the records of the Corporation of the Town of Orangeville, as may be amended from time to time.

Special Event – means an event held by an individual or organization that is planning an event within the boundaries of the Town in accordance with the Parks, Special Events and Film Productions By-law.

Special Event Application – means the online process required by the Town and described in the Parks, Special Events and Film Productions By-law to be completed by any individual or organization that is planning an event within the boundaries of the Town.

Town Council – means the Town’s elected members of council forming Orangeville’s governing body.

### **Guiding Principles:**

The following principles will guide the working relationship between the Town and OBIA to achieve a vibrant downtown commercial area in Orangeville:

Promote and raise the profile of Orangeville as a place to visit, live, work, shop, invest, and conduct business.

Collaborate to support the retention, attraction, and expansion of businesses in Orangeville.

Collaborate on projects that will enhance the profile of Orangeville’s downtown commercial area, located within the Area.

Support and maintain a positive partnership between the Town and the OBIA that respects each party’s roles, responsibilities, and limitations.

### **General Agreement:**

This MOU will not repeat the contents of the *Municipal Act*, relevant Town by-laws policies, the OBIA’s constitution, policies, and procedures, or other authoritative documents. Instead, the intent of this MOU is to expand upon and enhance the parties’ understandings of their roles, obligations, expectations, and their working relationship.

The Parties acknowledge that:

The Town provides improvements, beautification, maintenance and other services throughout the entire municipality to the standards and procedures set by the Town. Any and all incremental or specific Town services identified and provided in the OBIA are to be outlined in this MOU (including the attached schedules), negotiated and agreed to by the parties, and may require approval by Town Council.

The OBIA 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 district through advertising, marketing, and delivery of Special Events as outlined in **Schedule C – List of Annual OBIA Events (“Schedule C”)**.

For the purposes of pension (OMERS) and employee related benefits, OBIA staff are employees of the OBIA and are not employees of the Town. OBIA staff

are not entitled to enrollment in the Town's pension plan (OMERS) or any other Town employment related benefits (extended health, dental, prescription drugs, life insurance, LTD, etc.). This statement is to be clearly indicated on all contracts and employment offers administered to OBIA employees.

The records of the OBIA Board shall be managed, retained, and preserved in accordance with the provisions of the Records Retention By-law. As a local board, the OBIA Board must adhere to the regulations of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and is subject to *Freedom of Information* requests. The Town clerk is designated as head of the municipality and local Boards, including the OBIA, for the purposes of MFIPPA.

The OBIA will adhere to relevant Town policies as outlined in **Schedule F** unless otherwise approved by the OBIA Board. Any approved policies must be consistent or complementary with those established by the Town.

The OBIA acknowledges that it has its own policies related to Board operations, personnel, and purchasing.

The OBIA and Town are responsible and committed to upholding any existing agreements in place between the parties including but not limited to those outlined in **Schedule D – Summary of Agreements between Town and OBIA ("Schedule D")**.

## **1. Term**

This MOU commences on August 1, 2025 and shall remain in full force and effect until the end of July, 2029 and will be renewed automatically for subsequent four-year terms, unless terminated earlier as provided for herein.

## **2. Review**

This MOU and all schedules shall be reviewed by the Town and the OBIA as part of an audit process to be held in the spring of each year. The Town's EDC Manager or designate(s) will lead the audit process in collaboration with the OBIA ED or designate(s). The audit will confirm details and timelines associated with the roles and responsibilities outlined in the MOU, specifically **Schedule A**. The EDC Manager and OBIA ED shall maintain the authority to make minor amendments to **Schedule A** upon mutual agreement, alignment with priorities, and within existing budget and resource allocations. The Parties understand that amendments to this MOU may be desired or required to respond to any new Town or OBIA policies, strategies, plans, market trends, community changes, or updates to downtown assets, as referenced in **Schedule B – Inventory of Downtown Assets located within the Area ("Schedule B")**. Any significant amendments agreed to by both parties shall be in writing and be presented to Town Council and the OBIA Board for consideration. An audit report will be prepared and circulated to appropriate Town divisions and the OBIA Board annually.

### **3. Termination**

This MOU may be terminated by either party upon giving six (6) months written notice, in accordance with the notice provisions under section 7 to this MOU.

### **4. Schedules**

The following schedules attached to this MOU form part of and are incorporated into this MOU:

Schedule A – Roles and Responsibilities

Schedule B – Inventory of Downtown Assets located within the Area

Schedule C – List of Annual OBIA Events

Schedule D – Summary of Agreements between Town and OBIA

Schedule E – Roles of Project Managers

Schedule F – Town Policies Relevant to OBIA

Schedule G – OBIA Boundary Map

In addition to the schedules included as part of this MOU, there are other pertinent agreements in place between the Town and OBIA for various services and arrangements that may be amended or negotiated from time to time independently from provisions of the MOU, however do not alter the terms of the MOU. Refer to **Schedule D**.

### **5. Insurance**

The OBIA is considered to be a local board of the Town and, as such, the OBIA's Board members, employees, and volunteers, while acting on behalf of and under the supervision of the OBIA to carry out tasks related to the OBIA's operations, are considered to be insureds under the Town's municipal insurance program. The OBIA reimburses the Town for the annual policy cost of the insurance provided.

Separate from and in addition to the Town's municipal insurance program, the OBIA requires that all third-party participants in OBIA-managed events or initiatives (with the exception of those separately insured under the farmers' market insurance policy described below) confirm proof of insurance identifying the Town and the OBIA as additional insured for \$2 million (or \$5 million as requested for higher risk activities such as those involving water, vehicles, sports, etc.). The OBIA is responsible for ensuring the receipt, validation, and retention of all required insurance documents.

Separate from and in addition to the municipal insurance program, the OBIA obtains and maintains, at its own expense, separate event insurance for the delivery of the Orangeville Farmers' Market and the Orangeville Winter Farmers' Market.

## 6. Binding

This MOU shall take effect and be binding upon the parties hereto, their respective successors and assigns.

## 7. Notice

Any and all notices required pursuant to the provisions of this MOU will be sent by way of email to the parties as follows:

Katrina Lemire  
Manager, Economic Development and Culture  
klemire@orangeville.ca

Alison Scheel  
Executive Director, OBIA  
info@downtownorangeville.ca

**IN WITNESS WHEREOF** the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this first day of August 2025.

### THE CORPORATION OF THE TOWN OF ORANGEVILLE

Per:  
Name: Lisa Post  
Title: Mayor

Per:  
Name:  
Title: Clerk

I/We have authority to bind the Corporation

### ORANGEVILLE BUSINESS IMPROVEMENT AREA

Per:  
Name:  
Title:

Per:  
Name:  
Title:

I/We have authority to bind the Corporation

## Schedule A – Roles and Responsibilities

The Town and the OBIA agree to the roles and responsibilities outlined below.

Town's Roles and Responsibilities	OBIA's Roles and Responsibilities
Administration and Finance	Administration and Finance
<p><b>General</b></p> <ul style="list-style-type: none"> <li>Town will provide divisional advice, guidance and training as required, including attendance at OBIA Board meetings to discuss municipal matters of interest to the OBIA.</li> </ul>	<p><b>General</b></p> <ul style="list-style-type: none"> <li>OBIA Board and ED shall monitor compliance with all applicable provincial and municipal policies, unless otherwise approved by the Board.</li> <li>ED to train OBIA Board and sub committees on their roles, policies, and practices specific to the OBIA.</li> <li>OBIA is accountable for finding and paying for its own permanent office space in its entirety.</li> </ul>
<p><b>Finance support</b></p> <ul style="list-style-type: none"> <li>Town will provide financial support services in a timely manner that include preparation of financial statements for year-end external audits, in compliance with all generally accepted accounting principles and public sector accounting requirements; billing, collection and distribution of special levy funding transfers to the OBIA; and management of OBIA reserves, accounts payable and receivable.</li> <li>Town will administer the OBIA's payroll requirements including all applicable payroll expenses and WSIB, paid directly from the OBIA levy funding.</li> <li>Town will process the special levy payment on final commercial tax bills.</li> <li>The Town will invoice the OBIA for: <ul style="list-style-type: none"> <li>annual audit costs</li> <li>a portion of annual administration support, as agreed upon between Town Treasurer and OBIA ED as part of the annual budget processes.</li> </ul> </li> <li>Town will collaborate with the OBIA and provide relevant support on funding opportunities that are aligned with its mandate. This may include granting authority to the OBIA to apply under the</li> </ul>	<p><b>Finance support</b></p> <ul style="list-style-type: none"> <li>OBIA will draft an annual budget for presentation to the OBIA membership, submit this budget to the Town, and implement the annual budget as approved by Council.</li> <li>OBIA will adopt financial control policies and procedures as detailed in the OBIA constitution, in consultation with the Town.</li> <li>OBIA will comply with all municipal statutory deadlines for financial reporting.</li> <li>OBIA will prepare and distribute its own invoices with direction for payment to be made to the Town.</li> <li>OBIA will reimburse the Town for the following: <ul style="list-style-type: none"> <li>exact costs associated with annual external auditor fees related to the OBIA.</li> <li>a portion of Town's annual administration support, as agreed upon between Town Treasurer and OBIA ED as part of the annual budget processes.</li> </ul> </li> <li>OBIA will pursue applications for available and relevant government funding at the federal, provincial, and regional levels that could support OBIA initiatives and reduce costs to its membership and the</li> </ul>

<p>Town's name (when required), providing letters of support, preparing a combination application, and obtaining Town Council approval to enter into any funding agreements.</p>	<p>municipality. OBIA recognizes that Town Council approval is required for any funding agreements.</p>
<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>▪ Town will ensure that the OBIA is insured within the Town's existing Public Entity Casualty Package which includes insurance coverage for: <ul style="list-style-type: none"> <li>▪ liability (deductible \$20,000)</li> <li>▪ errors and omissions (deductible \$5,000)</li> <li>▪ general contents of OBIA office (10 First Street up to \$50,000) (deductible \$25,000)</li> <li>▪ fine arts (public art installations, sculptures and murals) (deductible \$10,000)</li> </ul> </li> <li>▪ Note that this policy insures OBIA board members, employees, and volunteers only and does not extend to third party participants such as vendors, performers, etc. involved with any OBIA events or initiatives.</li> <li>▪ The Town will annually invoice the OBIA for the exact costs associated with annual premiums for insurance coverage.</li> </ul>	<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will annually reimburse the Town for the exact costs associated with annual premiums for insurance coverage.</li> <li>▪ OBIA will manage insurance coverage requirements for all third-party participants in OBIA-hosted events as specified in the Parks, Special Events and Film Production By-Law and required through the Special Event Application process. This includes the maintenance of and, if requested, the ability to provide records that confirm proof of insurance identifying the Town and the OBIA as additional insured for \$2 million (or \$5 million as requested for higher risk activities such as those involving water, vehicles, sports, etc.).</li> <li>▪ Event insurance for the delivery of the Orangeville Farmers' Market and Orangeville Winter Farmers' Market will be obtained and maintained by the OBIA at its own expense.</li> </ul>
<p><b>Communications</b></p> <ul style="list-style-type: none"> <li>▪ Town will maintain open lines of communication with OBIA, including attendance at OBIA meetings to discuss matters of mutual interest and which may impact the OBIA.</li> <li>▪ Town will appoint one Board member to OBIA from the elected members of Town Council.</li> <li>▪ Town EDC Manager will act as the primary liaison for all information, requests and comments between the OBIA and the Town.</li> <li>▪ Town will include OBIA representation on relevant Town committees (e.g., Heritage Orangeville, Economic Development and Culture) and any steering committees or working groups whose work will impact the OBIA.</li> </ul>	<p><b>Communications</b></p> <ul style="list-style-type: none"> <li>▪ OBIA may provide feedback on any by-law (newly drafted or under review) that effects the OBIA membership, including but not limited to, parking, property standards, signage, etc.</li> <li>▪ OBIA may appoint representatives to Town committees or working groups as requested by the Town.</li> <li>▪ OBIA may maintain open lines of communication with Town staff, including attendance at meetings to discuss matters of mutual interest and which may impact the OBIA.</li> <li>▪ OBIA will provide the agenda and minutes of its meetings to the Town as outlined in the OBIA constitution.</li> </ul>



<b>Information Technology</b> <ul style="list-style-type: none"> <li>Town will provide access and support for the software required to manage budget (FMW) and review payroll (Dayforce).</li> </ul>	<b>Information Technology</b> <ul style="list-style-type: none"> <li>OBIA is accountable for finding for its own IT equipment and support at OBIA's sole cost and expense.</li> </ul>
<b>Human Resources/Training</b> <ul style="list-style-type: none"> <li>Town will offer relevant onboarding training to OBIA employees, accessible through the Town's payroll software program (Dayforce).</li> <li>Town will invite OBIA employees to participate in relevant training opportunities, payable at cost by the OBIA.</li> </ul>	<b>Human Resources/Training</b> <ul style="list-style-type: none"> <li>OBIA will require that new employees complete relevant onboarding training offered by the Town through Dayforce.</li> <li>OBIA will offer relevant health and safety training to employees based on specific requirements of the roles.</li> </ul>
<b>Beautification and Maintenance</b>	
<b>Audit</b> <ul style="list-style-type: none"> <li>Town EDC Manager will organize a physical downtown audit annually in spring to assess and identify priorities and opportunities for seasonal repairs, maintenance, replacement, and enhancements. Representatives from the OBIA and Town departments (i.e. public works, parks, facilities, others as agreed upon) will be involved.</li> <li>Town EDC Manager will prepare an audit report to outline findings and recommendations and assign responsibility and timelines as required across all roles and responsibilities.</li> <li>Recommendations assigned to the Town will be carried out if within approved budgets or considered for future budget requests by the appropriate Town departments.</li> </ul>	<b>Audit</b> <ul style="list-style-type: none"> <li>OBIA to participate in annual audit.</li> <li>OBIA to complete assigned recommendations from audit report if possible within approved budgets or consider for future budget requests.</li> </ul>
<b>Plants, trees, lawn, and floral displays</b> <ul style="list-style-type: none"> <li>Town will design, install, maintain, and remove plant and floral displays in medians, median planters, and garden beds outlined in <b>Schedule B</b>.</li> <li>Town will facilitate maintenance of OBIA's externally sourced hanging baskets and planters installed within the Area by allowing contractor to access water and fill up water truck at the Town's Operations Centre located at 500 C Line.</li> <li>Town will inspect trees/shrubs located within the Area once a year (medians and</li> </ul>	<b>Plants, trees, lawn, and floral displays</b> <ul style="list-style-type: none"> <li>OBIA will select, purchase, install, maintain, and remove hanging baskets, flower cages, planters, and raised concrete planters in areas outlined in <b>Schedule B</b>.</li> <li>OBIA to encourage business/property owners to help maintain street tree wells by pulling weeds and monitoring surrounding areas for debris and garbage.</li> <li>OBIA will manage mowing/trimming of grass boulevards abutting private</li> </ul>

<p>street trees) and prune for safety and maintenance as required.</p> <ul style="list-style-type: none"> <li>▪ Town will inspect street tree wells located within the Area annually and maintain (clean up, mulch, etc.) four times per year.</li> <li>▪ Town will maintain the lawns and gardens on public property located within the Area surrounding roads and parking lots as required. This includes the grass boulevard on Armstrong Street.</li> <li>▪ Town will maintain and weed sidewalks and traffic island in the area of Townline and Broadway, which forms part of the Area</li> </ul>	<p>property on Broadway (Faulkner to John Streets and Second to Fourth Streets) and Mill Street, which forms part of the Area.</p>
<p><b>Street and median pole banners</b></p> <ul style="list-style-type: none"> <li>▪ Town will manage street and median pole banners installed within the Area and will include OBIA in communication regarding content and schedule.</li> <li>▪ Town will install, maintain and repair said banner arms as required.</li> </ul>	<p><b>Street and median pole banners</b></p> <ul style="list-style-type: none"> <li>▪ OBIA to provide input as requested by Town on street and median pole banners.</li> <li>▪ OBIA will ensure hanging baskets are not installed on the same arms as banners.</li> </ul>
<p><b>Seasonal decorations and lights</b></p> <ul style="list-style-type: none"> <li>▪ Town will purchase, install, maintain, store, and remove holiday lights and décor in downtown medians within the Area.</li> <li>▪ Town will support (with labour and vehicle) installation and removal of larger seasonal decorations and displays, holiday light sticks, and clock tower snowflakes within the Area.</li> <li>▪ Town will monitor and modify as required OBIA's seasonal decorations to avoid any impact to traffic or streetlights.</li> </ul>	<p><b>Seasonal decorations and lights</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will purchase, install, maintain, store, and remove winter streetlight standard displays within the Area.</li> <li>▪ OBIA will purchase, install, maintain, store, and remove seasonal decorations and displays within the Area, with support from Town for larger items as required.</li> <li>▪ OBIA will inform Town of downtown décor plan for seasonal events.</li> <li>▪ OBIA will gain approval of timing of lighting of seasonal décor in November from the Board Executive of the Orangeville branch of the Royal Canadian Legion.</li> </ul>
<p><b>Holiday tree</b></p> <ul style="list-style-type: none"> <li>▪ Town will coordinate the installation, decoration, and removal of annual outdoor holiday tree located near Town Hall at 87 Broadway and within the Area.</li> <li>▪ Town will store tree lights and decorations at the Operations Centre located at 500 C Line when not in use.</li> </ul>	<p><b>Holiday tree</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will source the annual outdoor holiday tree and coordinate installation details with Town and other third-party contractors.</li> <li>▪ OBIA will purchase lights and decorations for the holiday tree and cover any other associated costs at its sole cost and expense.</li> </ul>

<p><b>Public art</b></p> <ul style="list-style-type: none"> <li>▪ Town will promote public art installed by the OBIA within the Area as part of the Town's public art collection.</li> <li>▪ Town will support installation and maintenance of public art within the Area when possible.</li> </ul>	<p><b>Public art</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will obtain input from Town of intention to purchase/install/maintain public art within the Area and is solely responsible for any associated costs and expenses.</li> </ul>
<p><b>Electrical outlets</b></p> <ul style="list-style-type: none"> <li>▪ Town will maintain electrical outlets located on Town property or assets within the Area, including outlets on heritage light standards, Mill Street streetlights, and others identified in <b>Schedule B</b>. Timing of any required repairs and maintenance will be completed at the discretion of the Town, pending budget and resources.</li> <li>▪ Town will pay for usage costs associated with use of all electrical outlets except for the large box located at Alexandra Park, forming part of the Area, and downtown light standards, which will be at the sole cost and expense of OBIA.</li> </ul>	<p><b>Electrical outlets</b></p> <ul style="list-style-type: none"> <li>▪ OBIA is solely responsible for usage costs and expenses associated with the large box located within Alexandra Park, forming part of the Area (approximately \$500 annually) and downtown light standards (approximately \$700 annually).</li> </ul>
<p><b>Other Infrastructure</b></p> <ul style="list-style-type: none"> <li>▪ Town will maintain infrastructure items located on Town property in the Area as outlined in <b>Schedule B</b>.</li> <li>▪ Town will manage any repairs, maintenance, or replacement of infrastructure items as outlined in <b>Schedule B</b> within the Area in alignment with budget and resources.</li> </ul>	<p><b>Other Infrastructure</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will maintain infrastructure items located on Town property in the Area as outlined in <b>Schedule B</b>.</li> <li>▪ OBIA will inform EDC Manager of any repairs, maintenance, or replacement required for infrastructure items located on Town property within the Area, ideally as part of the annual audit process.</li> </ul>
<p><b>Garbage and Recycling</b></p> <ul style="list-style-type: none"> <li>▪ Town is responsible for municipal garbage and recycling receptacles in the Area on Town-owned property and will maintain twice weekly.</li> <li>▪ Town will review garbage and recycling requirements for OBIA events taking place within the Area as part of the Parks, Special Events and Film Production By-Law and Special Event Application process and determine if requirements can be fulfilled internally (fees may apply) or if external contractors are required.</li> </ul>	<p><b>Garbage and Recycling</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will request any specific waste removal and recycling requirements for all OBIA events taking place within the Area through the Parks, Special Events and Film Production By-Law and Special Event Application process.</li> </ul>

<p><b>Sidewalks</b></p> <ul style="list-style-type: none"> <li>▪ Town will tidy sidewalks near and around garbage receptacles located within the Area as part of regular garbage pick up twice weekly.</li> <li>▪ Town will wash down sidewalks located within the Area once annually (spring).</li> <li>▪ Town will follow the Sidewalk Snow Clearing Policy for all snow removal operations from sidewalks located within the Area.</li> <li>▪ Town will follow the Sidewalk Maintenance Policy for all maintenance requirements regarding sidewalks located within the Area.</li> <li>▪ Town will determine if incremental sidewalk cleaning is required pre/post community events that take place within the Area as part of Parks, Special Events and Film Production By-Law and Special Event Application process.</li> </ul>	<p><b>Sidewalks</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will encourage property/business owners located within the Area to sweep sidewalk and keep the area in front of downtown properties clean and tidy.</li> <li>▪ OBIA will encourage property/business owners to keep sidewalks and parking spot access in front of properties located within the Area clear of snow.</li> </ul>
<p><b>Roads and Parking lots</b></p> <ul style="list-style-type: none"> <li>▪ Town will sweep the streets located within the Area once weekly, with consideration to additional service as required.</li> <li>▪ Town will inspect municipally owned parking lots located within the Area weekly and sweep as required.</li> <li>▪ Town will follow the Roads and Parking Lots Snow Clearing Policy for all snow removal operations for all roads and parking lots located within the Area.</li> <li>▪ Town will fulfill obligations outlined in agreements for parking lots, as referenced in <b>Schedule D</b>.</li> </ul>	<p><b>Roads and Parking lots</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will fulfill obligations outlined in any approved agreements with Town for parking lots located within the Area, as referenced in <b>Schedule D</b>.</li> </ul>
<p><b>Construction and maintenance</b></p> <ul style="list-style-type: none"> <li>▪ Town will endeavor to inform and receive comment from the OBIA on new projects, initiatives, and undertakings in the OBIA Area that could result in alterations to public spaces, parks, parking lots, medians, or gardens.</li> <li>▪ Town will notify the OBIA of Town-required road closures, stoppages, construction, and utility service interruptions (emergency and planned repairs) in the OBIA in advance where</li> </ul>	<p><b>Construction and maintenance</b></p> <ul style="list-style-type: none"> <li>▪ OBIA will provide input and support the Town in any communication to downtown residents, businesses, and visitors about road closures, stoppages, construction, and utility service interruptions in the OBIA.</li> <li>▪ Contractors hired by the OBIA to fulfill beautification work will apply for any relevant permits (e.g. road occupancy permit) directly with the Town, indicating</li> </ul>

<p>possible and will seek input on third-party road closures/stoppage requests when possible.</p> <ul style="list-style-type: none"> <li>▪ Town will exempt OBIA-hired contractors working on Town property from road occupancy permit fees.</li> </ul>	<p>that the work is hired by the OBIA and will be exempt from permit fees.</p> <ul style="list-style-type: none"> <li>▪ Contractors hired by the OBIA to work on Town property must follow the <a href="#">Town's health and safety requirements</a> and submit a Contractor Occupational Health and Safety Package in advance of completing work.</li> </ul>
<b>Events</b>	
<ul style="list-style-type: none"> <li>▪ Town will waive fees associated with road and parking lot closures, event-related building permits (e.g. tents), facility rental permits, road occupancy permits, and signage costs associated with OBIA events taking place within the Area, as identified through the Special Event Application process.</li> <li>▪ Town may provide additional services and assets based on availability. Requests to be made through Special Event Application process. Fees may apply to OBIA and will be communicated to OBIA in advance.</li> <li>▪ Town will notify OBIA of any non-OBIA events happening in the Area.</li> </ul>	<ul style="list-style-type: none"> <li>▪ OBIA will deliver Special Events, including the management, organization, and delivery of the ongoing Orangeville Farmers' Market and Orangeville Winter Farmers' Market. (See <b>Schedule C</b>)</li> <li>▪ OBIA will complete a Special Event Application process in advance of all events to inform Town of details and requirements of each OBIA event and request appropriate closures, permits, and support.</li> </ul>
<b>Marketing and Promotion</b>	<b>Marketing and Promotion</b>
<ul style="list-style-type: none"> <li>▪ Town will promote and share information about OBIA-led initiatives and events taking place within the Area that could impact residents, businesses, and/or visitors to the community.</li> <li>▪ Town will consider collaboration with the OBIA in mutually beneficial initiatives such as advertising or promotional materials (e.g. visitor guide).</li> <li>▪ Town will notify the OBIA of new and proposed projects, initiatives, and programs, including Town and third-party led initiatives and any known funding opportunities that may arise.</li> <li>▪ Town will maintain promotional space at 116-118 Broadway (See <b>Schedule B</b>)</li> <li>▪ Town will maintain four directory maps (located at Fendley Park, Rotary Park, 200 Lakeview Court, and 82 Broadway) and include the downtown's location as a key feature.</li> </ul>	<ul style="list-style-type: none"> <li>▪ OBIA will promote and share information about Town-led initiatives and events taking place within the Area that could benefit OBIA membership or impact residents, businesses, and/or visitors to the community.</li> <li>▪ OBIA will present new initiatives, strategies, and marketing ideas to the Town for assistance with promotion, collaboration, and partnership, while recognizing that Town divisional budgets are set on an annual basis and may not cover additional costs.</li> <li>▪ OBIA will consider collaboration with the Town on mutually beneficial initiatives such as advertising, promotional materials (eg. visitors guide), and partnership opportunities, pending available budget and resources.</li> <li>▪ OBIA will maintain promotional space at 89 Broadway. (See <b>Schedule B</b>)</li> </ul>

## Schedule B – Inventory of Downtown Assets located within the Area

Item	Quantity	Location	Responsible	
			Town	OBIA
<b>Median assets</b>				
Water wheel fountain/lights	1	Eastern median	X	
Clock tower	1	Central median	X	
Orange Lawrence statue	1	Western median	X	
<b>Furniture and accessories</b>				
Water station	1	Mill/Broadway	X	
Bike repair station	1	82 Broadway	X	
Bike racks	5	Various	X	
Benches	12	Various	X	
Waste receptacles	21	Various	X	
<b>Spaces and signs</b>				
Downtown gateway signs	2	57 Broadway 256 Broadway	X	
Four-panel kiosk	1	112 Broadway	3 panels	1 panel
Directory map signs	1*	82 Broadway <i>*3 additional locations outside of the Area</i>	X	
Business directory signs	3	Mill/Armstrong (standalone) Mill/Broadway (pole) 162 Broadway (pole)		X X X
Trellis	1	82 Broadway	X	
Median banner poles	6	Central and west medians	X	
Streetlight banner poles	25*	Various <i>*more outside of the Area</i>	X	
Utility shed	1	East of Town Hall	X Winter – salt storage	May to October – market equipment storage
<b>Public Art</b>				
<b>Tree sculptures</b>	12	Various	X	
<b>Utility boxes</b>	9	Various	X	
<b>Murals</b>	13			
Mill Creek Flood	1	3 Little York Street		X
Sandy's Garden	1	106 Broadway		X
Mural – to be installed 2025	1	106 Broadway		X
Part of the Magic	9	114 Broadway	X	
Historic photos		Various		
<b>Art installations</b>	3			
Cymbal of the Blues	1	114 Broadway garden		X
Blue Bass	1	114 Broadway garden		X
Saxophonist	1	114 Broadway garden		X
Mantis Queen	1	200 Lakeview Court	X	

<b>Floral and garden displays</b>				
<b>Planters</b>				
Grey oval (seasonal)	6	Beside median gardens	X	
Grey rectangle (seasonal)	4	Clock tower	X	
Black round (large)	18	Various locations		X
Black round (small, seasonal)	56	Various locations		X
Concrete block (large)	3	2 at 229, 1 at 151 Broadway		X
Concrete block (square)	5	25 Broadway		X
Concrete round	2	38 Broadway		X
Streetlight cages	18	Various		X
Median gardens	3	Medians	X	
Hanging baskets	49	On street poles		X
<b>Electrical outlets</b>				
Broadway Medians	4	<ul style="list-style-type: none"> <li>• West end of fountain on electrical box</li> <li>• East of fountain near ramp on electrical box</li> <li>• West of clock tower in garden on pedestal</li> <li>• West of Orange Lawrence on pedestal</li> </ul>	X	
Town Hall	4	<ul style="list-style-type: none"> <li>• North side in the window well – 3 phase connector</li> <li>• North side in the window well – 2 regular plugs</li> <li>• South side in center of building</li> <li>• In east corner</li> </ul>	X	
Alexandra Park	9	<ul style="list-style-type: none"> <li>• Pedestals - 3 along south side, 2 regular plugs each</li> <li>• Gazebo - 1 regular plug on deck level, 2 regular plugs underneath</li> <li>• EV Charging station – meter on pole</li> <li>• Center light pole - 1 regular plug</li> <li>• Large box on west side - 2 x 3 phase connectors (screw type), 1 – generator, 1 – dryer (240v), 12 - regular plug, 1 - meter/breaker panel</li> </ul>	X	Pays hydro Contributed to purchase
Dairy Lane	1	<ul style="list-style-type: none"> <li>• Small box on hydro pole in the northeast corner of TD Bank parking lot - 1 x 3 phase connector (60 amps per phase)</li> </ul>	X	Contributed to purchase

82-90 Broadway parking lot	1	<ul style="list-style-type: none"> <li>• In garden bed adjacent to the boulevard – 2 generator plugs, 1 - phase connector (screw type), 5 – regular plugs</li> </ul>	X	Contributed to purchase
		<ul style="list-style-type: none"> <li>• In parking lot, two EV Charging stations</li> </ul>	X	Contributed to purchase
Orangeville Public Library - Mill Street branch	1	<ul style="list-style-type: none"> <li>• South side – 3-phase connector (screw connector), 4 – regular plugs</li> </ul>	X	Contributed to purchase
Broadway pillars	4	<ul style="list-style-type: none"> <li>• South Broadway/Second Street (near kiosk) – 2 regular plugs</li> <li>• North Broadway/Mill Street – 2 regular plugs</li> <li>• North Broadway/John Street – 2 regular plugs</li> <li>• Northeast corner of Broadway &amp; First Street – 3-phase 2 regular plugs</li> </ul>	X	Contributed to purchase of all four
Heritage streetlights		<ul style="list-style-type: none"> <li>• 1 regular plus at top of each</li> </ul>	X	Pays hydro
Mill Street streetlights		<ul style="list-style-type: none"> <li>• 1 regular plus at top of each</li> </ul>	X	Pays hydro



## Schedule C – List of Annual OBIA Events

Schedule to be updated annually. Generally, annual events are held on the same day/week every year (e.g. fourth Saturday in August) but the schedule may be altered by OBIA, in communication with the Town.

Event	Date	Location
Orangeville Winter Farmers' Market	Saturdays 9 a.m. to 1 p.m. November to April	Town Hall Atrium
Orangeville Farmers' Market	Saturdays 8 a.m. to 1 p.m. May to October	Second Street (unless moved to accommodate other community events)
In Good Spirits <sup>1</sup>	Fourth Friday of August	Mill Street
Taste of Orangeville <sup>1</sup>	Fourth Saturday of August	Mill Street
Boo on Broadway	Third Saturday of October	Throughout downtown
Joy and Lights	Third weekend of November	Throughout downtown
Holiday Market <sup>1</sup>	Third and fourth weekend of November	Second Street
Santa Claus Parade <sup>2</sup>	Third Saturday of November	Based on route established annually

### Notes:

1. These events require an AGCO Special Occasion Permit and require an annual declaration of municipal significance with specific dates, provided by Town Clerk as part of Town's Special Event Application process.
2. Town manages the Santa Claus parade and the OBIA supports activation and promotion within the Area.

### Other events:

OBIA schedules live music events to take place within the Area through the summer months. Insurance and SOCAN purchased by OBIA through Town's Recreation and Events division.

OBIA provides financial and in-kind support to Orangeville Blues and Jazz Festival, Celebrate Your Awesome and Christmas in the Park.

## **Schedule D – Summary of Agreements between Town and BIA**

The status and expiration of agreements are to be monitored by the EDC Manager. As required, a review will be conducted with OBIA and Town representatives to determine required actions upon expiration or termination.

### **82 Broadway parking lot**

- Agreement established 2012
- Town has mortgage, OBIA pays 75% of monthly mortgage charge (\$4,013), expected to be fully re-paid in 2037 within existing terms, renews December 2027
- Includes 129 parking spots (total with 86-90 Broadway)

### **86-90 Broadway parking lot**

- Agreement established 2007
- Town has mortgage, OBIA pays 100% of monthly mortgage charge (\$4,424), expected to be fully re-paid in April 2029 within existing terms
- Includes 129 parking spots (total with 82 Broadway)

### **116-120 Broadway (Broadway Grande) parking lot**

- Town has lease agreement with Lutilium Inc. and is responsible for maintenance of parking lot
- Expires December 31, 2025, two-month termination notice
- Includes 47 parking spots
- OBIA reimburses property owner by paying annual property tax payment (maximum \$6,000 annually) and reimburses Town \$1,000 annually for maintenance of the parking lot (winter maintenance and pot hold filling)
- Town (Parks division) maintains garden beds along Broadway
- OBIA partners with Town (Parks division) to upgrade and decorate garden beds at its expense (no formal agreement)

### **112 Broadway (Parkinson) parking lot**

- Town leases space from Artel Inc. and is responsible for maintenance
- Includes 30 parking spots
- Expires December 31, 2028, six-month termination notice
- Town (Parks division) maintains garden beds along Broadway
- OBIA partners with Town (Parks division) to upgrade and decorate garden beds at its expense (no formal agreement)

### **27 and 29 First Avenue**

- Town owns and maintains both properties
- OBIA owns two sheds and contents located on northeast corner of 29 First Avenue (no formal agreement)
- Town allows OBIA (and other community organizations) to use the properties for parking during Farmers' Market and other events (no formal agreement). Parking access is via Carriage Lane on Second Street, not from First Avenue.

## **Schedule E - Roles of Project Managers**

The Town's Manager, Economic Development and Culture (EDC) shall provide overall supervision of the progress and performance of this agreement by the Town. All Town obligations set forth in this MOU shall be performed by the Town under the overall supervision of the EDC Manager or their designate. The OBIA Executive Director or their designate shall contact the Town's EDC Manager or their designee for all matters dealing with Town's obligations pursuant to this MOU, Town policies, funding, facilities, equipment, and include the EDC Manager on all matters concerning other Town departments.

The Executive Director (ED) of the OBIA shall have overall responsibility for the compliance of the OBIA with its obligations pursuant to this MOU. The ED shall be responsible for overseeing that all covenants and obligations of the OBIA pursuant to this MOU are fulfilled. The ED shall also be responsible for disseminating to appropriate OBIA members and the OBIA Board all communication and information from the Town. The OBIA shall notify the Town immediately in writing of any change to the person appointed as ED or ED designate.

## **Schedule F – Town Policies Relevant to OBIA**

The following policies approved by the Town are relevant to the operations of the OBIA and will be reviewed, adapted and/or adhered to by OBIA Board and staff.

### **Governance**

- Accountability and Transparency Policy
- Code of Conduct for Council, Local Boards and Committee Policy
- Committee Policy

### **Finance**

- Tax Billing Procedures and Collection Policy

### **Event and space management**

- Busking Policy
- Pianos on Public Property Policy
- Roads and Parking Lots Snow Clearing Policy
- Road Occupancy Permit Policy
- Sidewalk Snow Clearing Policy
- Sidewalk Maintenance Policy

## Schedule G – OBIA Boundary Map

As originally established by By-Law 1978-015 (A By-Law to Designate a Certain Area as an Improvement Area) and extended by By-Law 1997-078 (A By-law to rename the Downtown and East Broadway Improvement Area as the Orangeville Business Improvement Area, to enlarge the area to include the lands of the Fairgrounds Shopping Centre, and to amend By-law 15-78), the boundaries of the OBIA are depicted below. An online version titled BIA Reference Map can be accessed at <https://data.orangeville.ca/>.

