

THE CORPORATION OF THE TOWN OF  
NEW TECUMSETH

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 11<sup>th</sup> day of December, 2023.

**BETWEEN:**

THE CORPORATION OF THE TOWN OF NEW TECUMSETH  
(hereinafter called the "TOWN")

OF THE FIRST PART

- and -

ALLISTON BUSINESS IMPROVEMENT ASSOCIATION  
(hereinafter called the "ABIA")

OF THE SECOND PART

**WHEREAS** the Alliston Business Improvement Association (hereinafter "ABIA") 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 New Tecumseth Council, being a local board of the Corporation of the Town of New Tecumseth for all purposes;

**AND WHEREAS** the Town of New Tecumseth is a corporation that through provincial legislation is able to tax commercial and industrial properties within a designated area to raise levies for the ABIA to undertake activities as outlined in the *Municipal Act*, 2001 as amended;

**AND WHEREAS** the ABIA carries out its purposes, to support the improvement, beautification, security, and maintenance of its designated improvement area and to promote the area as a business, shopping, and service area;

**AND WHEREAS** there is a joint interest by the Town of New Tecumseth and the ABIA to deliver municipal services and infrastructure that promotes and facilitates commercial activity within the designated business improvement area;

**AND WHEREAS** the Town of New Tecumseth and the ABIA agree to work collaboratively on items outlined in this Agreement and consider it desirable and in the

public interest to enter into this written Memorandum of Agreement to identify their respective roles and responsibilities in relation to improvement and promotion of the designated business improvement area in the community of Alliston in the Town of New Tecumseth.

**NOW THEREFORE** in consideration of the mutual promises and covenants contained herein, as well as other good and valuable consideration, the parties hereto covenant and agree as follows:

1. **RECITALS:**

The parties hereto confirm the foregoing recitals and incorporate same as terms of this Agreement.

2. **SCHEDULES:**

The following schedules are attached hereto and form part of this Agreement:

- Schedule "A": Map of the Designated Business Improvement Area.
- Schedule "B": Description of the Designated Business Improvement Area.
- Schedule "C": Obligations of the ABIA.
- Schedule "D": Obligations of the Town.
- Schedule "E": ABIA Assets.
- Schedule "F": ABIA Specific Events.

3. **DEFINITIONS:**

- 3.1 "ABIA" means the Alliston Business Improvement Association and the geographic area it represents.
- 3.2 "Council" means the duly elected Council of the Town of New Tecumseth.
- 3.3 "Town" means the Corporation of the Town of New Tecumseth.
- 3.4 "Town-owned" means real property and chattel owned by the Corporation of the Town of New Tecumseth.

4. **STATEMENT OF INTENT:**

The Town, representing the community of Alliston at large, and the ABIA, representing the service, industrial, institutional, and commercial community within

a designated area in Alliston, enter into this Agreement to establish a working partnership/relationship to further enhance business attraction and retention in the ABIA.

**5. GUIDING PRINCIPLES:**

The following guiding principles will direct the deliberations of the Town and the ABIA in achieving the above intent.

- 5.1 Promote and raise the profile of Alliston and the Town as a place to visit, live, work, shop, do business, and invest;
- 5.2 Collaborate to support the retention, attraction, and expansion of businesses in the ABIA;
- 5.3 Assist business entrepreneurs to establish and thrive in the ABIA on an ongoing basis;
- 5.4 Collaborate respecting improvement projects that will enhance the profile of the Town's commercial districts;
- 5.5 Develop plans for continuous improvement of all capital assets and beautifications;
- 5.6 Develop communication protocols and procedures to enhance the effectiveness of the ABIA operations in Town;
- 5.7 Encourage, support, and promote the ABIA Board of Management and staff in their endeavours;
- 5.8 Encourage, support, and promote the partnership between the ABIA Board of Management and Council.

**6. GENERAL AGREEMENT:**

- 6.1 The parties or their designated representatives agree to meet regularly as required to discuss areas of mutual interest.
- 6.2 The Town may provide additional support to the ABIA as negotiated by the parties, which may require approval of Council.

6.3 In accordance with the *Municipal Act*, Council shall appoint all directors of the ABIA Board of Management on a 4-year term basis.

7. **SERVICES PROVIDED BY THE ABIA:**

The obligations of the ABIA are set out in Schedule C, attached hereto.

8. **SERVICES PROVIDED BY THE TOWN:**

In support of the ongoing operation of the ABIA, the Town shall provide the services set out in Schedule D, attached hereto.

9. **INTERPRETATION OF AGREEMENT:**

The following rules of interpretation apply to this Agreement and the Schedules attached:

- 9.1 The part numbers, headings and sub-headings, and the section, sub-section, clause, and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- 9.2 This Agreement shall be construed with all changes in number as may be required by the context;
- 9.3 References herein to any statute or any provision thereof includes such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto;
- 9.4 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants;
- 9.5 Whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as "without limiting the generality of the foregoing" do not precede such list or reference;
- 9.6 Nothing in this Agreement shall relieve the parties from compliance with all applicable Town by-laws and regulations; and

9.7 The parties agree that all covenants and conditions contained in this Agreement shall be severable and if any provisions of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

**10. EXCLUSIONS:**

10.1 The following services shall be excluded from this Agreement:

10.1.1 Levels of service for commercial and/or residential waste and recycling collections provided by the County of Simcoe.

10.1.2 Services related to ABIA promotional events not specifically identified in this Agreement.

10.2 Where the ABIA desires Town assistance with respect to an ABIA promotional event not specifically outlined in this Agreement, the services to be provided by the Town and the ABIA in relation to the ABIA promotional event shall require a written request by the ABIA to be forwarded to Council for approval.

10.3 Nothing in this Agreement shall restrict or fetter the authority and discretion of Council to act or legislate in accordance with its duties and obligations under the *Municipal Act*.

**11. TERM OF AGREEMENT:**

This Agreement shall remain in full force and effect and automatically renew for 1-year terms subject to any amendments to the Agreement as made by the parties. Annually, the parties will consider whether there is a need to amend any of the terms of this Agreement. Either party may terminate this Agreement on 90-days' notice prior to January 1<sup>st</sup> for the next ensuing annual renewal.

**12. GOVERNING LAW:**

This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

13. **SUCCESSORS AND ASSIGNS:**

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

**IN WITNESS WHEREOF** the Alliston Business Improvement Association has hereunto set its hand and seal and the Town of New Tecumseth has hereunto affixed its corporate seal under the hands of its Mayor and Clerk.

**THE CORPORATION OF THE TOWN  
OF NEW TECUMSETH**



Richard Norcross (Aug 6, 2024 10:54 EDT) August 6, 2024

Per: RICHARD NORCROSS – (MAYOR) Date



Pam Fettes (Aug 6, 2024 10:59 EDT) August 6, 2024

Per: PAM FETTES – (CLERK) Date

WE HAVE THE AUTHORITY TO BIND THE CORPORATION.

**ALLISTON BUSINESS IMPROVEMENT ASSOCIATION**

Per: Lachlan McGurk

(Print Name and Title): Lachlan McGurk

06/August/2024 Date

Per: \_\_\_\_\_

(Print Name and Title): \_\_\_\_\_

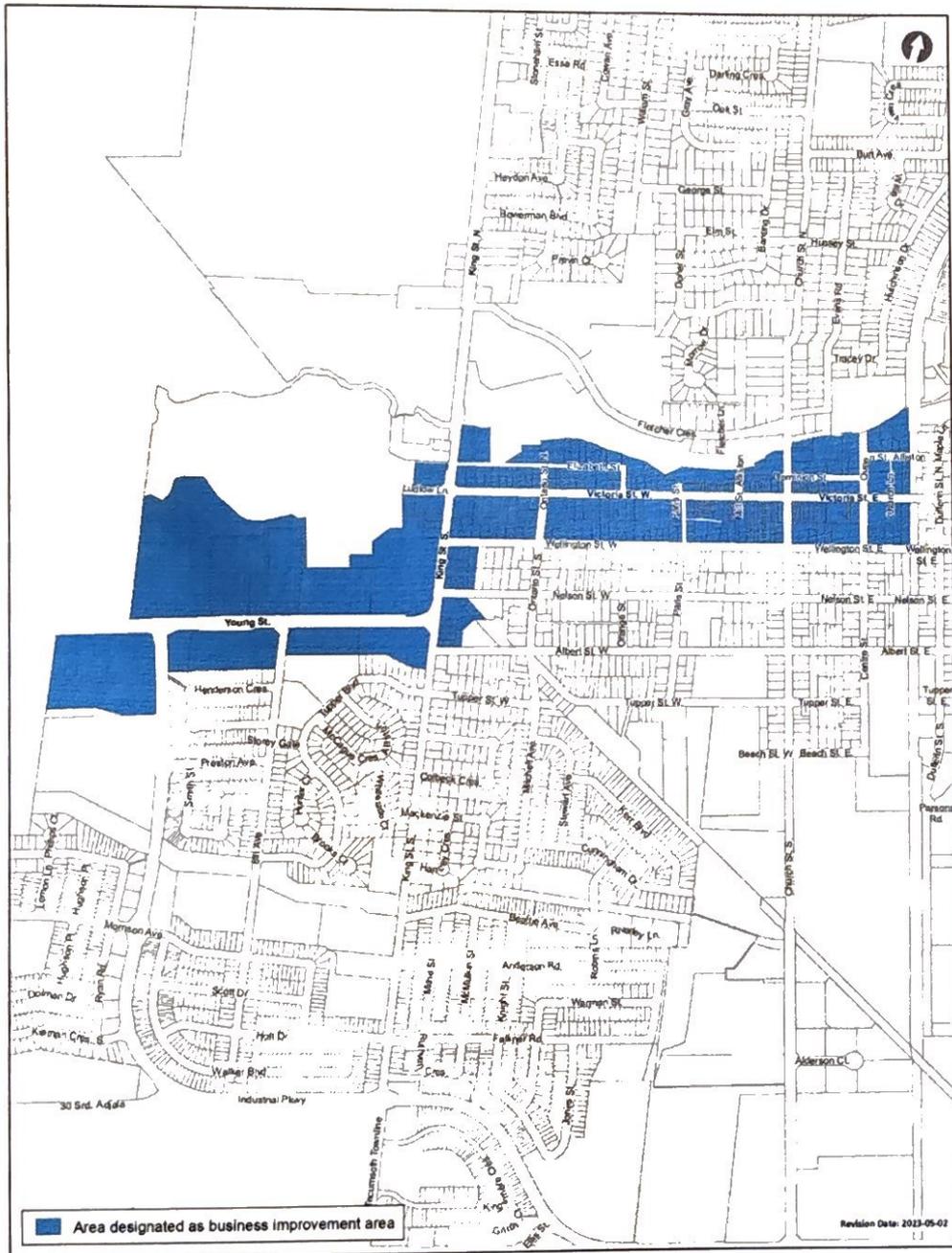
Date

I/WE HAVE AUTHORITY TO BIND THE CORPORATION

## SCHEDULE "A-1"

**NOTE:** It is understood and agreed that this Schedule forms part of the Corporation of the Town of New Tecumseth-ABIA Memorandum of Agreement.

### MAP OF DESIGNATED IMPROVEMENT AREA - ALLISTON



**SCHEDULE "A-2"**

**NOTE:** It is understood and agreed that this Schedule forms part of the Corporation of the Town of New Tecumseth-ABIA Memorandum of Agreement.

**MAP OF DESIGNATED IMPROVEMENT AREA – EXPANDED LANDS**



**SCHEDULE "B-1"**

**NOTE:** It is understood and agreed that this Schedule forms part of the Corporation of the Town of New Tecumseth-ABIA Memorandum of Agreement.

All and singular that certain parcel or tract of land situate, lying and being in the Town of New Tecumseth, in the County of Simcoe and being composed of:

**DESCRIPTION OF THE LANDS – ALLISTON**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>	<b>TOWN ROAD SECTION NUMBER</b>
Albert Street West	King Street South	206 Albert Street West	16133
Centre Street	Wellington Street East	Victoria Street	16041
Church Street North	Victoria Street	Dominion Street	16033
Church Street South	Wellington Street	Victoria Street	16053
Dickinson Lane	Paris Street	Wellington Street West	9999999
Elizabeth Street	Victoria Street West	END	16060, 16051A, 16051B
King Street North	Young Street	Victoria Street West	16118, 16110, 16098
King Street South	Albert Street West	Young Street	16134
Ludlow Lane	King Street South	END	16080
Ontario Street North	Victoria Street West	Elizabeth Street	16063
Ontario Street South	Wellington Street West	Victoria Street West	16082
Paris Street	Wellington Street West	Victoria Street West	16070
Queen Street	Victoria Street East	END	16017, 20608, 16008
Victoria Street East	Church Street	Canadian Pacific Railway Line	16032, 20607, 16016B
Victoria Street West	King Street North	Church Street	16078, 16062, 16050, 20624, 16048, 16038
Wellington Street East	Church Street South	Centre Street	16052, 16040
Wellington Street West	King Street South	Church Street South	16097, 16081, 16075, 16070, 16069
Young Street	West Town Boundary	King Street	16145, 16143, 16136A, 16136B., 16134

**SCHEDULE "B-2"**

**NOTE:** It is understood and agreed that this Schedule forms part of the Corporation of the Town of New Tecumseth-ABIA Memorandum of Agreement.

All and singular that certain parcel or tract of land situate, lying and being in the Town of New Tecumseth, in the County of Simcoe and being composed of:

**DESCRIPTION OF THE LANDS – EXPANDED LANDS**

<b>ROAD NAME</b>	<b>FROM</b>	<b>TO</b>	<b>TOWN ROAD SECTION NUMBER</b>
Dunham Drive	Mackenzie Pioneer Road (PVT)	Highway 89	21208
Highway 89	Industrial Parkway	CW Leach Road	15851
Industrial Parkway	Mackenzie Pioneer Road (PVT)	Highway 89	15891
Mackenzie Pioneer Road	Dunham Drive	CW Leach Road	21526
Victoria Street East	689 Victoria Street East	Industrial Parkway	15899

## SCHEDULE "C"

NOTE: It is understood and agreed that this Schedule forms part of the Corporation of the Town of New Tecumseth-ABIA Memorandum of Agreement.

### OBLIGATIONS OF THE ABIA

#### 1. MAINTENANCE:

##### 1.1 **STREET AND SIDEWALK CLEANING**

To facilitate the street and sidewalk cleaning services provided by the Town, the ABIA to advise business owners within the ABIA area that each business is to undertake sidewalk sweeping on a weekly basis to clear debris from the sidewalk to the road for subsequent collection by the Town during said street and/or sidewalk cleaning services.

##### 1.2 **GRAFFITI**

1.2.1 If observed on public property, the ABIA shall advise the Town of the graffiti for Town removal. The ABIA may choose to remove said graffiti at the expense of the ABIA.

1.2.2 If observed on private property, the ABIA should advise the Town if aware.

##### 1.3 **WINTER MAINTENANCE**

1.3.1 The ABIA to advise business owners within the ABIA area that each business is responsible for daily winter maintenance of their private property outside their respective businesses.

1.3.2 The ABIA is responsible to communicate to business owners within the ABIA area that each is to use their best efforts to clear access through snow windrows, sidewalk to road, outside of their respective businesses to support pedestrian access pending Town snow removal services.

1.3.3 The ABIA shall circulate to its members all notices of snow removal received from the Town in advance of snow removal taking place.

1.3.4 Member businesses of the ABIA shall not dispose of excess snow into active transportation lanes or parking stalls.

1.4 **GARDEN / TREE MAINTENANCE**

1.4.1 The ABIA to inform the Town of the quantity of street planters the ABIA will be purchasing for the coming year prior to September 1<sup>st</sup> each year.

1.4.2. The ABIA to notify the Town which hanging baskets will remain on light poles after October 1<sup>st</sup>, on or before the last Monday in September.

1.4.3 After October 1<sup>st</sup>, the ABIA shall assume the responsibility to water, fertilize, and maintain all remaining hanging baskets and planters.

2. **INFRASTRUCTURE:**

2.1 **The ABIA is responsible for maintenance and electrical costs of the ABIA/ identified secondary outlets on the street poles and outlets in the gardens, if any.**

2.2 In accordance with the Electric Safety Authority, for the purposes of decorative lighting, any electrical cord(s) installed between trees to a power source by the ABIA, property owners within the ABIA or business owners within the ABIA shall be of sufficient length as not to pose any hazard(s), in accordance with the Electric Safety Authority. Electrical cords installed in contravention of this provision shall be removed at the expense of the ABIA.

2.3 The ABIA supports maintaining a minimum of 5 feet (1.5 meters) of sidewalk width at all times, except for sanctioned events or as otherwise approved by Council.

2.4 **Initiatives to construct or enhance infrastructure in Alliston shall require the Town's approval and be at the expense of the ABIA/ unless otherwise approved by Council.**

2.5 The ABIA shall, at its own expense, source, acquire, and provide labour to seasonally remove and install annual holiday decorations, including but not limited to lighting, sleigh, and décor.

3. **BEAUTIFICATION:**

- 3.1 The ABIA is responsible to provide beautification in the ABIA district beyond the Town's standard level of service.
- 3.2 Should either party deem it necessary to hire a consultant and/or landscape architect to provide additional perspective on planting strategy (standardizing plantings, identifying vegetation options, increasing efficiency for care of greenspace, etc.), it will be the responsibility of the initiating party to pay for the resource, with approval from the other party. The other party may choose to assist with payment for this resource but is not required to do so.
- 3.3 The ABIA may annually purchase a quantity of spring bulbs with the Town providing the labour to plant in the Fall and shall provide the Town with notice no later than Labour Day each year regarding any plantings to be located in Town maintained gardens within the designated improvement area.

3.4 **PUBLIC ART**

- 3.4.1 The ABIA shall consult with the Town and obtain the necessary authorization(s) and permits, if any, as it relates to Public Art prior to any installation, in an effort to seek opportunities for collaboration.
- 3.4.2 Other areas of collaboration may include public spaces and common areas.

4. **EVENTS:**

- 4.1 A list of ABIA Events is attached hereto at Schedule F.

4.2 **SPECIAL EVENT 3<sup>rd</sup> PARTY APPLICATION CIRCULATION**

The ABIA may provide recommendations or comments for consideration by the Town by indicated deadline to be included in comments returned to the event organizer.

#### 4.3 PATIOS

4.3.1 The ABIA to promote the patio initiative and the application process for same.

4.3.2 Private businesses within the ABIA may install patio bump-outs in accordance with the Temporary Restaurant Patio Program policies and by-laws.

#### 5. PROMOTION:

5.1 The ABIA is responsible for their own promotion on their own channels for ABIA events or ABIA partnered and/or sponsored events.

5.2 The ABIA may provide the Town with promotional material and/or content to share on Town channels.

5.3 Marketing and/or promotional material and content for partnered events between the Town and the ABIA should be consistent and avoid duplication.

5.4 Any use of the Town's logo on publications, social media or other media formats must be approved by the Town in writing before publication or release.

#### 6. PARKING:

6.1 The ABIA shall bring concerns related to parking lots and usage to the Town's attention as soon as known.

6.2 The ABIA shall work in collaboration with Town staff to ensure that the availability of the public parking within the ABIA is sufficient and accessible to meet current needs.

6.3 The ABIA may be consulted prior to or when parking policy adjustments, including fee changes, are being considered by Council. Comments, concerns, or recommendations may be provided in advance if known, or presented to Council through a deputation or correspondence.

#### 7. PLANNING / HERITAGE:

7.1 The ABIA may make recommendations to the Town regarding potential land acquisitions in Alliston that the ABIA believes is prudent.

7.2 It is the responsibility of the ABIA to monitor and participate with the Heritage New Tecumseth Advisory Committee meetings, initiatives, and activities.

**8. ECONOMIC DEVELOPMENT:**

The ABIA shall monitor growth management and development of Alliston and seek support from the Town's Economic Development Department as may be required to:

- (a) assist entrepreneurs to establish and thrive in Alliston on an ongoing basis;
- (b) minimize vacancy rates in Alliston;
- (c) provide technical resource assistance as requested or needed;
- (d) receive advice from the Economic Development Department as may be appropriate in relation to municipal issues and policies; and
- (e) contact the Economic Development Department as the first point of contact on all issues related to the Town.

**9. LIABILITY / INSURANCE:**

The ABIA shall at all times operate in a manner consistent with the risk tolerance and risk management strategy of the Town.

**10. PROCUREMENT**

As a board of the Town, the ABIA shall adhere to the Town's Procurement policy, unless the local board has an approved policy for its procurement of goods and services, as described in the *Municipal Act*, 2006, c. 32, Sched. A, s. 113. For additional clarity, the Town's Procurement Policy does not apply to:

- (a) contracts or agreements relating to hiring of employees or employee compensation or reimbursement of employee expenses;

or

- (b) contracts or agreements for the sale, purchase, lease or license of real property, which is covered by the Sale and Other Disposition of Land Policy, as amended from time to time, and the *Municipal Act*.

## SCHEDULE "D"

NOTE: It is understood and agreed that this Schedule forms part of the Town of New Tecumseth-ABIA Memorandum of Agreement.

### OBLIGATIONS OF THE TOWN

#### 1. MAINTENANCE:

##### 1.1 **STREET AND SIDEWALK CLEANING**

The Town will undertake road and sidewalk sweeping and/or road flushing, including sand piles in parking lots per Council approved service levels.

##### 1.2 **GRAFFITI**

1.2.1 The Town is responsible for removal of graffiti on public property as quickly as possible using best efforts to remove and/or remediate.

1.2.2 Removal of graffiti on private property is the responsibility and expense of the property owner.

1.2.3 The Town is responsible for property standards enforcement regarding graffiti on private property.

##### 1.3 **WINTER MAINTENANCE**

1.3.1 The Town will provide winter maintenance services for roads, sidewalks, and boulevards on Town-owned property within the ABIA area, including snow plowing, sanding and/or salting, and snow removal operations, per Council approved service levels.

1.3.2 The Town will provide winter maintenance services for stairs, walkways, and Town parking lots including plowing, sanding and/or salting, and snow removal, per Council approved service levels.

1.3.3 Snow removal to occur overnight where possible.

1.3.4 The Town will use reasonable efforts to provide the ABIA with notice when snow removal is to take place in advance of same.

##### 1.4 **GARDEN / TREE MAINTENANCE**

- 1.4.1 The Parks, Recreation and Culture Department of the Town to look after ground plantings of perennials and/or annuals, including parking lot gardens, at a minimum once a month beginning mid-May through the Thanksgiving long-weekend in October.
- 1.4.2 The Town is responsible for annual inspection and maintenance of Town-owned trees and shrubs within the ABIA area, which shall be undertaken by Town staff, pursuant to Public Works Service Levels. In collaboration with the ABIA and at the Town's expense, Town staff shall develop plans to remove and/or replace Town-owned trees that warrant removal (i.e. poor health). Replacement trees shall be selected based on salt tolerance and rapid growth rate, not exclusively for aesthetics.
- 1.4.3 Inspection of the trees within the ABIA area shall be undertaken by Town staff pursuant to Public Works Service Levels, and in collaboration with the ABIA, shall develop plans to remove and/or replace any that are deemed dead and/or stressed trees (i.e. 50% or less foliage) at the expense of the Town.
- 1.4.4 The Town shall provide a supply of hanging baskets and planters from selected vendor(s).
- 1.4.5 Town staff to install said hanging baskets on light poles, to take place in the last week of May, weather permitting.
- 1.4.6 The Town to arrange for the purchase of hanging baskets and square street planter inserts through a competitive bid process according to the Town's procurement policies.
- 1.4.7 The Town shall invoice the ABIA for the cost of the square street planter inserts at the pre-determined quantity.
- 1.4.8 The Town to water and fertilize planters purchased by the ABIA, on a weekly basis at a minimum, weather dependent, from date of installation to October 1, each year.
- 1.4.9 The Town to remove the hanging baskets from light poles on the Monday following the first weekend in October, or as determined by

weather conditions, excluding any hanging baskets or planters identified by the ABIA.

1.4.10 The Town shall remove all hanging baskets and planters remaining after October 1<sup>st</sup> no later than November 15<sup>th</sup> each year and shall provide storage for said hanging baskets and planters during the winter season.

## 1.5 **GARBAGE / RECYCLING**

1.5.1 The County of Simcoe is responsible for all residential and commercial garbage, compost, and recycling collection.

1.5.2 The Town is responsible for Town garbage/recycling receptacles and their collection within the ABIA area from Monday to Friday, with a collection schedule of twice weekly from May 1 to October 31, and weekly from November 1 to April 30 of each year.

1.5.3 The Town shall provide a supply of thirty-one (31) garbage/recycling receptacle units for exclusive use within the ABIA.

1.5.4 All Special Events garbage and/or recycling collection must be conducted by the organizer.

## 2. **INFRASTRUCTURE:**

2.1 The Town is responsible for 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, and regulatory and non-regulatory signs within the ABIA area.

2.2 Prior to installation, the Town to consult with the ABIA Office Manager/Coordinator regarding non-regulatory signs.

2.3 The Town will provide labour to seasonally remove and install infrastructure within the ABIA area. This includes, but is not limited to, benches, and bike racks.

2.4 The Town will provide labour to seasonally remove and install all seasonal pole banners.

- 2.5 The Town may construct or enhance infrastructure within the ABIA at their sole discretion, or partner with the ABIA on various initiatives that are mutually beneficial.
- 2.6 The Town is responsible for all park related infrastructure in Town-owned and managed parks, including light fixtures and power supplies. This does not include ABIA beautification initiatives

**3. BEAUTIFICATION:**

- 3.1 The Town is responsible for all plantings and maintenance of the ground garden areas within the ABIA area between Easter and Thanksgiving to a standard determined by greenspace, weather permitting.
- 3.2 A proposed list of types and colours of annuals will be shared by the Town for the upcoming season no later than September the year before planting to allow time for tender preparations. Should either party deem it necessary to hire a consultant and/or landscape architect to provide additional perspective on planting strategy (standardized plantings, identifying vegetation option, increasing efficiency for care of greenspace, etc.), it will be the responsibility of the initiating party to pay for this resource, with approval from the other party. The other party may choose to assist with payment of this resource but is not required to do so.
- 3.3 Regarding Public Art, the Town may consult with the ABIA regarding Public Art installations, however, installations on Town property are at the discretion of the Town.

**4. EVENTS:**

**4.1 PLANNING**

- 4.1.1 The Town and the ABIA will endeavour to collaboratively develop an annual Alliston Calendar of Events and Initiatives to be finalized annually by February 1<sup>st</sup> and discuss potential partnerships with the ABIA and avoid duplication or conflicts with any other ABIA operated events.

4.1.2 Town staff and ABIA staff should meet a minimum on a quarterly basis to ensure effective implementation of agreed to events and initiatives.

4.1.3 Town representatives may be invited to ABIA Board of Management meetings to review events and initiatives and discuss future opportunities.

#### 4.2 RESEARCH

4.2.1 The Town may undertake research to analyze the effectiveness or determine the value of certain events at the expense of the Town unless mutually agreed otherwise.

4.2.2 Research may involve surveying tourists, residents, and businesses in the Town, including the ABIA.

4.2.3 Any research to be undertaken should be communicated to the ABIA prior to the commencement to avoid duplications.

4.2.4 Every effort will be made to share research finding with the ABIA that affects and/or impacts the ABIA area.

#### 4.3 SPECIAL EVENT 3<sup>rd</sup> PARTY APPLICATION CIRCULATION

4.3.1 All event applications (including filming requests) made to the Nottawasaga Futures and/or the Town will be circulated by the Town to the ABIA Office Manager/Coordinator when circulated to other stakeholders (Fire, Police, etc.) to help provide logistical and commercial considerations and assist with long-term planning.

4.3.2 The ABIA Office Manager/Coordinator shall provide recommendations and comments to the Town by indicated deadline to be included in comments returned to the event organizer.

#### 4.4 PATIOS

The Town to administer the application process for all patio applications.

### 5. PROMOTION:

- 5.1 If requested by the ABIA, the Town may share resources related to posting event listings on other website and social media channels and on the Town Page for ABIA events or ABIA partnered and/or sponsored events.
- 5.2 The Town may provide the ABIA with promotional material and/or content to share on ABIA channels.
- 5.3 Marketing and/or promotional material and content for partnered events between the Town and the ABIA should be consistent and avoid duplication.

**6. PARKING:**

- 6.1 The Town is responsible for future parking needs.
- 6.2 The Town is responsible for all Town parking infrastructure maintenance, capital renewal systems, and enforcements operations.
- 6.3 The Town may consult with the ABIA before presenting any parking policy adjustments, including fee changes, prior to presenting to the Standing Committee and/or Council.

**7. PLANNING / HERITAGE:**

- 7.1 The Town shall include the ABIA Office Manager/Coordinator in any internal or external circulation of planning and/or development application or policy changes being considered that impact the business community in the ABIA.
- 7.2 Town staff may choose to consult with the ABIA Office Manager/Coordinator or ABIA Board of Management prior to making recommendations to policy changes as deemed practical or appropriate by Town staff.
- 7.3 The Town is encouraged but not required to consult with the ABIA prior to any land acquisitions in the ABIA area being considered by Council, where practical.

**8. ECONOMIC DEVELOPMENT:**

The Town's Economic Development Department provides support for growth management and development and works with the ABIA to:

- (a) assist entrepreneurs to establish and thrive in Alliston on an ongoing basis;
- (b) minimize vacancy rates in Alliston; and
- (c) provide technical resource assistance as requested or needed.

9. **LIABILITY / INSURANCE:**

The ABIA, its Board of Management, and its staff are covered by the Town's public liability insurance policy.

**SCHEDULE "E"**

**NOTE:** It is understood and agreed that this Schedule forms part of the Town of New Tecumseth Alliston BIA Memorandum of Agreement.

**ALLISTON BUSINESS IMPROVEMENT AREA ASSETS**

<b>1.0</b>	<b>STREET FURNITURE</b>	
1.1	Benches – cast aluminium and slat construction, with backs.....	16
<b>2.0</b>	<b>POTS AND PLANTERS</b>	
2.1	Square planters – 24" x 24" aluminium.....	36
<b>3.0</b>	<b>GARBAGE CONTAINERS</b>	
3.1	Garbage and Recycling Can.....	31
<b>4.0</b>	<b>STREETScape IMPROVEMENTS</b>	
4.1	Decorative Bollard at bump outs.....	8
4.2	Decorative Lights.....	64
4.3	Trees requiring Mulch.....	41

## **SCHEDULE "F"**

**NOTE:** It is understood and agreed that this Schedule forms part of the Town of New Tecumseth Alliston BIA Memorandum of Agreement.

### **BIA SPECIFIC EVENTS**

- 1.0 FARMERS/ARTISAN MARKET**  
Saturdays – May through October
  
- 2.0 RURBAN SIGHTS & SOUNDS DOWNTOWN**  
Potato Festival Weekend - August
  
- 3.0 MONSTER MASH**  
Late October
  
- 4.0 RURBAN CHRISTMAS CRAWL**  
Early December

# ABIA MOA - partially executed

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Lisa Cave (lcave@newtecumseth.ca)
Status:	Signed
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## "ABIA MOA - partially executed" History

-  Document created by Lisa Cave (lcave@newtecumseth.ca)  
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-  Email viewed by rnorcross@newtecumseth.ca  
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-  Signer rnorcross@newtecumseth.ca entered name at signing as Richard Norcross  
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-  Document e-signed by Richard Norcross (rnorcross@newtecumseth.ca)  
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