

THE CORPORATION OF THE TOWN OF GRIMSBY

BY-LAW NO. 25-39

A BY-LAW TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
THE GRIMSBY DOWNTOWN BUSINESS IMPROVEMENT AREA

Whereas the Grimsby Downtown Business Improvement Area (GDBIA) is a Business Improvement Area established under the Municipal Act ("Act") and is governed by its board which is elected by its membership and appointed by the municipality in accordance with the Act;

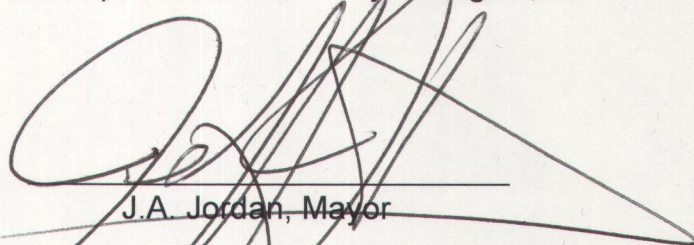
And whereas the GDBIA is located wholly within the Town of Grimsby, a lower-tier municipality in the Region of Niagara;


And whereas the Town of Grimsby maintains lands, assets and infrastructure within the area of the GDBIA and provides in-kind services to support the GDBIA's operations;

Now therefore the Council of the Corporation of the Town of Grimsby enacts as follows:

1. The Mayor and Town Clerk are hereby authorized to execute a memorandum of understanding with the Grimsby Downtown Business Improvement Area for the delivery of in-kind operational support services and general maintenance.

Read a first time, considered, and passed this 11th day of August, 2025.


J.A. Jordan, Mayor


V. Steele, Town Clerk

Memorandum of Understanding
“The Corporation of the Town of Grimsby”
And
“Grimsby Downtown Business Improvement Area”

1. Introduction:

- 1.1 The BIA is a designated improvement area, established under the *Municipal Act, 2001*, and governed by a board of Directors, appointed by the Council of the Town of Grimsby. The BIA is a local board of the municipality for all purposes.
- 1.2 The Town is a municipal corporation that annually collects the money required for the operations and activities of the BIA through a special charge that is levied upon rateable property in the improvement area.
- 1.3 As per the *Municipal Act, 2001*, section 204 the purpose of the BIA is to oversee 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 area as a business or shopping area.
- 1.4 The Town and BIA consider it desirable and in the public interest to enter this written agreement to identify their respective roles and responsibilities in relation to the improvement and promotion of the downtown area.
- 1.5 The purpose of this MOU is to clearly communicate the roles and responsibilities of both parties and will solidify the commitment to work collaboratively towards common goals for the Downtown Area.

2. Definitions:

- 2.1 “BIA” means Grimsby Downtown Business Improvement Area
- 2.2 “Town” means the Corporation of the Town of Grimsby
- 2.3 “Downtown Area” means the Business Improvement Area as stipulated in the Town’s Official Plan.

3. Clerk’s Department:

The BIA shall:

- 3.1 Maintain regular communication with Town staff to support the creation of the agenda, the taking of minutes, and in ensuring that meetings are conducted in line with the requirements set out in the *Municipal Act, 2001*.

- 3.2 Provide written content for the monthly BIA agenda to town staff on time, as stipulated by the Town Clerk.
- 3.3 Post meeting minutes and agendas to the BIA website in a timely manner, as stipulated by the Town Clerk and Procedural By-law.

The Town shall:

- 3.4 Provide a staff member to support the creation and publication of the BIA meeting agendas, as well as to take minutes and offer procedural guidance during and outside of BIA meetings.
- 3.5 The Town Clerk or designate shall serve as the primary Town staff contact for the BIA to provide all added service requests through.

4. Community Services:

The BIA shall:

- 4.1 Do the design, ordering, planting and installation of the sidewalk container plants.
- 4.2 Pay the Town for the replacement of sidewalk flower containers, as needed, and upon mutual agreement from both parties.
- 4.3 Provide the hanging basket containers following review and comment by the Town prior to purchase.
- 4.4 Arrange for the plants and materials needed to fill the hanging flower baskets in the Downtown Area.
- 4.5 Manage and install winter holiday lights and decorations in the Downtown Area, following review and comment by the Town.
- 4.6 Give at least 30 days notice to the Town of outdoor BIA-run events that do not use any Town property.
- 4.7 Apply for any special event permits for BIA events and BIA-sponsored events with the right property owner as needed as part of typical processes. This includes facility booking (parks), sidewalk uses, road closure requests (with the Niagara Region and the Town) and alternate uses of parking lots owned by the Town.

The Town shall:

- 4.8 Plant new street trees and maintain for approximately the first two years of the life of the street tree located in the Downtown Area.
- 4.9 Order, install and maintain street benches in the Downtown Area
- 4.10 Hang and remove flower baskets and water the hanging flower baskets for the season for all flower baskets in the Downtown Area.
- 4.11 Water the sidewalk flower containers up to three times per week.

- 4.12 Maintain flower beds and gardens in Town-owned Parking Lots.
- 4.13 Landscape and weed islands in the Downtown Area.
- 4.14 Install, maintain and manage the banners on the street poles.
- 4.15 Consider requests for in-kind fees and services for events that benefit the community, on an event-by-event basis, at the discretion of the Director of Community Services or delegate.

5. Public Works:

The Town shall:

- 5.1 Inspect and maintain mature street trees in the Downtown Area.
- 5.2 Replace and maintain the bases of street trees in the Downtown Area.
- 5.3 Clean out below grates over the base of the street trees in the Downtown Area.
- 5.4 Maintain and repair the large clock found in the Downtown Area as required.
- 5.5 Maintain and repair handrails in the Downtown Area as needed.
- 5.6 Install, maintain and replace garbage receptacles, and cover waste collection twice weekly.
- 5.7 Maintain, as well as remove signs and notices placed on ornamental streetlights.
- 5.8 Provide regular and winter maintenance to sidewalks in the Downtown Area.
- 5.9 Provide line painting for the parking stalls in the Downtown Area roadway.
- 5.10 Provide winter maintenance services, pothole and surface maintenance, line painting and grounds maintenance to the parking lot access lane running between the Ontario St. lot westerly to the east end of the Giant Tiger lot.
- 5.11 Provide winter maintenance services, pothole and surface maintenance, line painting and grounds maintenance on Balsam Lane, the southside parking lot.
- 5.12 Maintain the Downtown Grimsby archway sign.

6. Financial Management

The BIA shall:

- 6.1 Use the same auditor as the Town.
- 6.2 Meet the Town's prescribed audit timelines as stipulated by the Treasurer.
- 6.3 Communicate with the auditor throughout the process.
- 6.4 Pay their part of the audit invoices.
- 6.5 Maintain their own internal financial records.
- 6.6 Set up and manage their own bank account.
- 6.7 Pay their own invoices.
- 6.8 Submit an annual budget to the Town for consideration in a timely manner, as

stipulated by the Treasurer.

- 6.9** Follow their own approved procurement policy and manage their own procurement and related processes.
- 6.10** Share monthly financial statements with the Town, to be sent to Clerks Staff when preparing the monthly Board agenda.
- 6.11** Obtain their own proper taxation status with the Canada Revenue Agency.
- 6.12** Ensure submissions to the Canada Revenue Agency are prompt.
- 6.13** Meet with Town Finance staff at least one month prior to approving the budget.
- 6.14** Hire and maintain a qualified bookkeeper to record the finances of the GDBIA.
- 6.15** Review and maintain up to date financial management policies and procedures.
- 6.16** Maintain up to date payroll and financial management software.
- 6.17** Ensure that all other requirements laid out in the Town Council Resolution C-24-141, adopted on May 6, 2024, Council Meeting, be upheld.
- 6.18** Unless caused by or to the extent contributed to by the negligent act or omission of the Town or anyone for whom it is at law responsible for, the BIA hereby fully indemnifies, holds harmless, and shall defend the Town from and against any and all actions, suits, claims, and demands, and from all loss, costs, charges, and expenses, including legal expenses, which may be brought against or made upon the Town by any party whatsoever, or which may be incurred, sustained, or paid by the Town, in consequence of the performance or non-performance by the BIA of any of the BIA's obligations pursuant to this MOU.
- 6.19** Separate from and additional to the insurance maintained by the Town, the BIA shall maintain throughout the Term, comprehensive liability and property insurance satisfactory to the Town, in which the Town shall be named as an additional insured, with respect to BIA's obligations and all operations and liability assumed under this MOU. Such insurance coverage shall include any personal property of the BIA on any Town property. Separate from and additional to the insurance maintained by the Town, the BIA shall also maintain throughout the Term, its own Directors and Officers insurance policy satisfactory to the Town.

The Town shall:

- 6.20** Manage the auditor contract for the BIA.
- 6.21** Provide support to the BIA in the procurement of services as per the BIA's procurement policy.
- 6.22** Collect the Business Improvement Area Levy and remit to the BIA.
- 6.23** Provide the proposed BIA budget to Council for approval.

7. Planning and Development

The BIA shall:

- 7.1** Pass a formal recommendation through resolution if providing suggestions on proposed Town policies, plans, regulations, by-laws etc.
- 7.2** Consult with and come to an agreement with the Town about any additions, alterations and removal to the existing signage in the downtown area.
- 7.3** Support a uniform appearance to their external building façade and wayfinding signage in the Downtown Area, in line with the by-laws, policies, plans and procedures set out by the Town and communicated to the BIA.

The Town shall:

- 7.4** Prepare, consider and revise policies, plans, regulations, by-laws and guidelines impacting the Downtown Area and advise the BIA through email, memo, or report.
- 7.5** Consult with and come to an agreement with the BIA about any alterations to the existing external signage in the Downtown Area.
- 7.6** Maintain a uniform appearance to their external signage in the Downtown Area, in line with the Town's own by-laws, policies, plans and procedures.

8. Economic Development

The BIA shall:

- 8.1** Make note of new businesses that open in the BIA area when possible, at BIA board meetings.
- 8.2** Consider active participation and support, financial and other, in programs identified by the Town as beneficial to the BIA.
- 8.3** Appoint a liaison member to the Town's Economic Development Advisory Committee and provide regular updates about programs and activities of the organization.

The Town shall:

- 8.4** Make available information regarding government funding opportunities it becomes aware of as applicable to economic development, tourism, recreational programs and any other area that may be of benefit or interest for the BIA and share such information with the BIA as applicable.

- 8.5** Invite the BIA Chair, or designate, to economic development events in the Downtown Area, including new business openings and ribbon-cutting events.

9. Communications

The BIA shall:

- 9.1** Communicate its marketing strategy to the Town for the purpose of collaboration with the Town's marketing strategies as appropriate.
- 9.2** Help promote Town events and programs that impact the BIA upon request from the Town, via communications methods determined by the BIA.
- 9.3** Include a link to the Town's website on the BIA's website.
- 9.4** Work with the Town to provide a unified message on projects affecting the BIA.
- 9.5** Collaborate on messaging for major local developments or Town-supported initiatives, and or crises (re: extreme weather, public health, etc.)

The Town shall:

- 9.6** Share information about BIA events and programs, upon request from the BIA, via communications methods determined by the Town.
- 9.7** Include a link to the BIA's website on its own website.

10. Legal

- 10.1** The BIA and the Town are each independently responsible for all legal costs that they incur throughout the course of their regular reoperations, when fulfilling their statutory obligations, litigation, and when upholding their responsibilities as per this MOU.

11. Cost

- 11.1** The parties shall each be solely responsible for all costs associated with their own responsibilities as outlined in this document, unless the MOU is terminated as per the termination clause in section 16.

12. Additional Services

- 12.1** As per the duties and responsibilities laid out in this MOU, the Town provides the BIA with a wide array of in-kind services. The Town may be able to provide any services that go beyond what is written explicitly within this MOU to the BIA as Town resources permit and upon mutually agreed upon terms, including fees.

Requests for such services must be sent formally to the Town Clerk or their designate in writing and must allow for sufficient time to be reviewed and for the terms to be discussed and delineated between the two parties.

13. Dispute Resolution

- 13.1** In the event of any dispute arising under or pursuant to this MOU, the Town Clerk, CAO, the Executive Director, and the Chair of the Board will meet within five (5) days following receipt of notice by one Party to the other, with the objective of resolving the dispute.
- 13.2** If a dispute cannot be resolved by the mutual agreement of the people outlined in 13.1, within fifteen (15) days or within such further period as the Parties mutually agree, then the Clerk or their designate may report back to Town Council, who may take any action in response.

14. Non-Disclosure

- 14.1** The parties agree that any information learned about the other party from this MOU will remain confidential. The parties agree that there must not be any unauthorized disclosure to non-involved parties.

15. Term

- 15.1** This MOU shall remain in full force and effect indefinitely unless terminated in accordance with the "Termination" section of this MOU. Every four years, at the mid-term point, or sooner at the written request and/or agreement of both parties, the parties will consider whether there is a need to amend any of the terms of this Agreement. The Town and BIA may request amendments to the agreement in the form of a resolution.

16. Termination

- 16.1** The Town may terminate this MOU upon six months written notice through a Council resolution. The BIA may terminate this MOU upon six months written notice through a Board resolution. If the BIA requests to terminate this agreement through a Board resolution, the Town will recuparate the cost of all services rendered under this MOU following the termination date.


DATED at Grimsby Ontario this 18 day of August 2025

DOWNTOWN GRIMSBY BIA

I/We have the authority to bind the GDBIA.



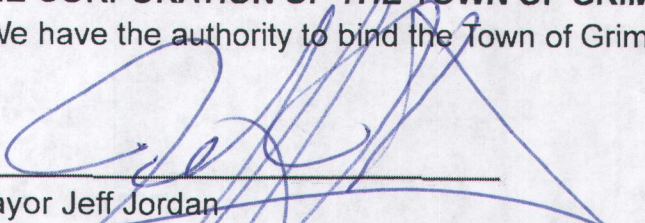
Simon Duong, Chair



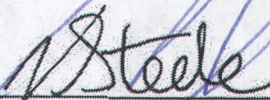
Amanda MacDonald, Executive Director

THE CORPORATION OF THE TOWN OF GRIMSBY

I/We have the authority to bind the Town of Grimsby.



Mayor Jeff Jordan



Victoria Steele, Director of Legislative Services/Town Clerk