

Memorandum of Understanding (MOU)
Between the
Downtown Cambridge, Preston Towne Centre, and Hespeler Village
Business Improvement Areas (BIAs)
And
The Corporation of the City of Cambridge

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the Downtown Cambridge, Preston Towne Centre, and Hespeler Village Business Improvement Areas, respectively, and the Corporation of the City of Cambridge on their respective areas of responsibility in working together in the successful development, improvement and ongoing maintenance of Cambridge's three BIAs, as identified by City of Cambridge by-law number 21-016.

Background

The City of Cambridge has been successfully partnering with Cambridge's BIAs since the 1970's and has supported each through many different methods, ranging from direct staff liaisons to monetary contributions over the past fifty (50) years. Such past partnerships have always been successful.

Accordingly, the City and the BIAs have decided to formally enter into a Memorandum of Understanding with each other to formalize certain policies and areas of responsibility to provide clarity to the partnership. This is the first of such document of this sort to be created for Cambridge and will greatly assist both parties in updating policies and ensuring a successful partnership now and in the future.

Definitions

Business Improvement Area: a body established by a municipality using the specific business improvement area provisions in the Municipal Act, 2001. It is governed by a board of management. BIAs are local entities and the legislation noted states they are local boards. All Boards of Management will be appointed by a municipal by-law as approved and enacted by Cambridge Council.

The Corporation of the City of Cambridge: Refers to the local municipal government to which this MOU refers to.

Purpose

This MOU defines the relationship between and responsibilities of Cambridge's three (3) Business Improvement Areas and the Corporation of the City of Cambridge.

MOU Directional Commitments

All parties will:

- Review and endorse said MOU
- Provide Staff/Representatives to work together to ensure the successful implementation of said MOU.

The City of Cambridge

The City of Cambridge, Strategic Plan notes the following:

PROSPERITY Support and encourage the growth of a highly competitive local economy where this is opportunity for everyone to contribute and succeed;

Objective 6.1 Support the creation and retention of high quality and diverse employment opportunities by becoming the destination of choice for business and entrepreneurship, including helping existing firms thrive and grow.

Objective 6.2 Promote vibrant and inviting downtown cores by encouraging partnerships and creating a wide range of unique, exciting destinations and activities.

Objective 6.3 Identify local economic strengths and leverage opportunities through collaboration with our partners.

The Strategic Plan objectives were created to directly support the three (3) Business Improvement Areas throughout the City.

The Cambridge BIAs

The Cambridge BIA's pursuant to Section 204(1) of the Municipal Act, 2001, have been established to undertake and fulfill their mandate in the following ways, including but not limited to:

- Enhance the streetscape and beautification of the Business Improvement Areas;
- Develop, review and implement marketing efforts and initiatives to promote the businesses and events within the Business Improvement Areas;
- Participate and encourage events in the Business Improvement Areas;
- Promote open communications in particular with the City, the membership, event partners, the Cambridge business community and the public;

- Represent the opinions and expectations of its membership;
- Communicate with members to keep them informed and canvas the membership when appropriate and practical for input and participation;
- Communicate with the other Cambridge BIAs;
- Liaise and consult with the Council and staff of the City of Cambridge, provide assistance and input from the Board and BIA members regarding City programs, planning issues, services, by-laws, activities and initiatives impacting its members and the Business Improvement Areas.

Reporting, Management, and Oversight

The Cambridge's BIAs and the City of Cambridge will each identify a point person who will act in a liaison capacity and reporting role between the organizations. The liaisons will have regular check-in meetings for communication, coordination and implementation of projects. Economic Development will be responsible for the liaison with all Cambridge Business Improvement Areas.

Code of Conduct

The Cambridge BIA Boards of Management, as appointed Board of Council, shall adhere in all respects to the Code of Conduct for Local Boards and Advisory Committees.

Further information

Webpages

<https://www.downtowncambridgebia.ca/>

<https://www.hespelervillagebia.ca/>

<https://www.discoverpreston.com/>

By-Law

City of Cambridge by-law number 21-016.

Constitutions

Each BIA has their own Constitution adopted by their respective board of management.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials at the Corporation of the City of Cambridge and the three Cambridge BIAs. This MOU shall

become effective upon signature by the authorized officials from the Corporation of the City of Cambridge and the Cambridge BIAs and will remain in effect until modified by mutual consent or terminated by any one of the partners, at which point each partner responsible for its respective share of the project up to that point. In the absence of agreement or extension by the authorized officials from the Corporation of the City of Cambridge and the three Cambridge BIAs, this MOU and any associated policies shall be reviewed every one (1) year from the date of the executed MOU.

Contact Information

Downtown Cambridge Business Improvement Area

Partner Representative:

Position:

Address:

Telephone:

E-mail:

Preston Towne Centre Business Improvement Area

Partner Representative:

Position:

Address:

Telephone:

E-mail:

Hespeler Village Business Improvement Area

Partner Representative:

Position:

Address:

Telephone:

E-mail:

The Corporation of the City of Cambridge

Position:

Address:

Telephone:

E-Mail:

Downtown Cambridge BIA Chair Signature:

Preston Towne Centre BIA Chair Signature:

Hespeler Village BIA Chair Signature:

Corporation of the City of Cambridge Signature

Date of Execution of Memorandum of Understanding:

Appendix A

1.0 Communication

- 1.1. Economic Development will be responsible for the liaison with all Cambridge Business Improvement Areas and provide relevant information to the BIA's as received by other City departments. In addition, each BIA board has an elected Councilor that will provide regular updates and the BIA's are encouraged to use the Councilor as a resource.
- 1.2. The BIAs are responsible to review the City website including Council agendas and any and all other information pertaining to their respective BIA areas.

2.0 Holiday Decorations Program

- 2.1. The BIAs are responsible for the installation, removal, maintenance, (excl. brackets) and storage of Holiday decorations.
- 2.2. Holiday decorations are to be placed on streetlight posts, pre-approved by the City and Region of Waterloo.
- 2.3. The BIAs shall obtain a Highway Occupancy Permit (HOP) from the City. The BIAs are exempt from paying City HOP fees related to hanging and removing holiday decorations.
- 2.4. The BIAs shall obtain all necessary work permits from the Region of Waterloo for installation of any decorations on Regional roads and on Regional infrastructure.
- 2.5. The City will budget funds each year for the Holiday Decoration Programs for each BIA as determined through the annual budget process and as budget permits.
- 2.6. The BIAs are responsible to notify the City of any electrical deficiencies following the installation of Holiday decorations and the City will action a request for inspection and repair within 3 business days of receiving notice.
- 2.7. The City of Cambridge and the Region of Waterloo reserves the right to approve or not approve any decoration that is attached in any way to their infrastructure and the reserved right to utilize any of its infrastructure at any time of the year.
- 2.8. The City will pay for the electrical costs associated with the operation of holiday lights in the BIAs each year.
- 2.9. Holiday lights are permitted to be installed between November 1st to February 28th. After this time period any additional electrical costs will be the responsibility of the BIA. Installation dates prior to November 11 are subject to approval from the local Legion Branch.

3.0 Banners

- 3.1 The BIAs are responsible for the design, purchase, installation, maintenance, storing and removal of banners.
- 3.2 Banners are to be placed on streetlight posts pre-approved by the City and Region of Waterloo
- 3.3 Approval of design is required to be obtained from the City through the Banner Permit process administered through the Transportation Services Department.
- 3.4 The BIAs shall obtain a Banner Permit from the City and a Highway Occupancy Permit (HOP) for all banners to be attached to City infrastructure. The BIAs are exempt from paying City HOP fees related to the hanging and removal of banners.
- 3.5 The BIAs shall obtain a work permit from the Region of Waterloo for all banners to be attached to Region of Waterloo infrastructure.
- 3.6 The Banner Permit program is available to other organizations and at times, the BIAs will be required to remove/reinstall their banners for these other organizations. The BIA's will be notified within 5 business days of any installation outside of the BIA initiated banners that requires removal of BIA banners. Any costs associated with removal/install for this purpose will be reviewed on a case by case basis where the BIAs may be responsible for some costs.
- 3.7 The City of Cambridge and the Region of Waterloo reserves the right to approve or not approve any banner that is attached in any way to their infrastructure and the reserved right to utilize any of its infrastructure at any time of the year.

4.0 Cycling Infrastructure

- 4.1. The City will install and maintain at their discretion bike racks, bike shelters and repair stations throughout the core areas within the City right-of-way and lands.

5.0 Municipal Parking Lot Maintenance

- 5.1. Maintenance of municipal parking lots includes the following, and will be completed, as required, through the City's Transportation Department:
 - Surface repairs
 - Pavement markings
 - Signage
 - City owned fences and retaining walls
 - Parking Lot lighting
 - Winter maintenance

- Parking meter maintenance
- Electric vehicle charging station maintenance

6.0 Streetlight Maintenance

- 6.1. Maintenance of streetlight infrastructure will be completed by the City's Transportation Department, as required.

7.0 Winter Maintenance

- 7.1. Snow clearing of pedestrian crossings and accessibility ramps in core areas will be completed as required by the Ambassador Team. Merchants and/or the property owners within the BIAs are responsible for clearing snow from the sidewalks in front of their business properties.
- 7.2. The City will give the BIAs priority on curb snow removal after a major storm.

8. Waste Management

- 8.1. Daily litter and debris pick up including emptying of municipal garbage receptacles by the Ambassador Team.
- 8.2. Moloks and garbage in close proximity surrounding the moloks are emptied weekly by Ambassador Team.
- 8.3. Pick-up of curbside garbage bags and recycling is under the responsibility of the Regional Municipality of Waterloo Waste Management Division. Garbage service is 6 days per week and recycling is once per week.
- 8.4. Biohazard cleanup (sharps collection) conducted on both public and private lands will be completed as required and specific known locations are monitored daily by the Ambassador Team.
- 8.5. Ambassador Team completes leaf debris collection as part of the general clean up in the area.

9.0 Landscaping and Beautification

- 9.1. The City's Horticulture department will install, maintain and remove flower baskets and planters seasonally and will conduct daily maintenance (water, pruning) on the baskets and planters.
- 9.2. The City's Horticulture department will install, maintain and remove annual and perennial plantings on a seasonal basis and will provide daily maintenance.
- 9.3. Weed removal and treatment of weeds in hard surface areas and street well trees will be completed as required by the Ambassador Team.

- 9.4. Forestry will be responsible for street tree pruning, removal and replacement as required.
- 9.5. Mulch top up as and when requires provided by the Ambassador Team.

10.0 Main Street Walkway Maintenance (Boardwalk etc.)

- 10.1. The Boardwalk will be monitored daily and cleaned weekly from May - September including sweep, wash and clean, or as needed by the Ambassador Team.

11.0 Sweeping

- 11.1. Manual or machine assisted sweeping will be completed seasonally, or as required along sidewalks, streets and municipal parking lots.

12.0 Graffiti

- 12.1. The City Ambassador Team will be responsible for removing graffiti on public property and report on private property offences to City of Cambridge By-law as and when required. Graffiti on private property is the responsibly of the property owners, tenant or occupant.

13.0 Security

- 13.1. Municipal By-Law Compliance act as community ambassadors in the core areas providing education on municipal by-laws and working with the businesses on by-law matters. This will include proactive and reactive parking enforcement of Municipal parking lots and on-street parking.

14.0 Cost Sharing Projects

- 14.1. Cost Sharing Projects will be considered on a 50/50 cost basis between the City and the respective BIA and will include any and all items above and beyond the normal maintenance and/ or replacement standards of the City.
- 14.2. The City will maintain (subject to Council approval annually) 50/50 Cost Sharing Project accounts with each of the BIAs and these accounts will identify a maximum amount in the City's and respective BIA's budget.
- 14.3. All requests for Cost Sharing Project funding must be made by the respective BIA by invoice to the City of Cambridge.
- 14.4. All Cost Sharing Projects must be approved by the Chief Financial Officer and Director of Economic Development or their designate(s).
- 14.5. Allowable - Cost Sharing Projects may include:

- Banners and banner infrastructure;
- Benches, waste receptacles, bike racks, street furniture;
- Seasonal decorations;
- Street tree installation;
- Street garden/greenspace installation (including any plant materials);
- Dedication plaques;
- Street art;
- Promotional signs and physical advertising;
- Initial cost of setting up a new website or major modifications to existing websites (does not include standard maintenance or usage fees as noted below).

14.6. Prohibited - Cost Sharing Projects may not include:

- Operating costs such as office supplies, internet usage fees, and office equipment;
- Utility fees of any kind;
- City fees of any kind;
- Website/internet maintenance or usage fees;
- General maintenance under the responsibility of the Ambassador Team

14.7. Director's Discretion – The Chief Financial Officer and the Director of Economic Development, or their designate(s), may at their discretion, approve any Cost Sharing Project requests that are not specifically prohibited above and are proven to have a tangible and/or physical benefit to the Business Improvement Area and/or the City of Cambridge.

14.8. The following documentation is required for consideration of reimbursement.

- Submission of BIA Invoice to City (Economic Development) for reimbursement;
- Submission of original invoice/expenses from supplier to respective BIA;
- Proof of payment from BIA for expenses.