



REPORT

TO: Mayor Avis and Council
FROM: Jason Kabel, Manager of Community Services
DATE: June 20, 2016
RE: Canadian Armed Forces Artillery Display Agreement

The Community Services Division was recently approached by Lt. David Small of the Canadian Armed Forces representing the Troop Commander Guns, 116th Independent Field Battery, Royal Canadian Artillery with an inquiry to use the Memorial Sports Centre parking lot to offer a gun demonstration to the community. The following is what they would like approval to offer:

Saturday, October 15, 2016 (all times are estimates)

15:30 – Recruiter and one or two soldiers arrive at arena and set up an info table.

16:30 – Gun arrive and deploy (the guys will go through a series of gun drills and tests on the guns to ensure its deployed accurately and efficiently – this is very fun for people to watch because a lot happens very quickly.)

16:30 – 18:30 - soldiers hang out, answer questions, show people the Howitzers and stand for photos.

18:30 – the Gun Officer will call a “Cease Firing” and the guns will pack up and mount (very quickly) to move to the next location.

Then we’ll convoy out of Fort Frances.

Recommendation

The Community Services Executive Committee recommends to Mayor and Council to authorize the Canadian Armed Forces to perform a gun demonstration in the Memorial Sports Centre parking lot on October 15, 2016 as presented and authorize agreement execution by the Mayor and Clerk.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

<p>Council approval of this report will authorize the Canadian Armed Forces to perform a gun demonstration in the Memorial Sports Centre parking lot on October 15, 2016 as presented and authorize agreement execution by the Mayor and Clerk.</p>
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Jason Kabel/Frances
06/03/2016 02:45 PM

To <David.Small2@forces.gc.ca>
cc Lisa Slomke/Frances@Frances
bcc
Subject Re: Artillery Display at Arena 

Hi David,

Thanks for your email, it sounds like it could be a great opportunity for the community! As you will need a formal agreement signed for the proposed event, I am forwarding your request on to our municipal clerk, Lisa Slomke who will be able to assist in the process to have Mayor and Council consider the request.

Kind regards,
Jason



Jason Kabel, B.Sc., B.Ed.
Manager of Community Services
740 Scott Street Fort Frances, ON P9A 1H8
Tel: 807-274-4561 ext. 11 Fax: 807-274-3799
jkabel@fort-frances.com | www.fort-frances.com

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---06/03/2016 01:25:36 PM---<David.Small2@forces.gc.ca>



<David.Small2@forces.gc.ca>
>
06/03/2016 01:25 PM

To <jkabel@fort-frances.com>
cc
Subject Artillery Display at Arena

Hi Jason,

It was nice to speak with you on Wednesday to discuss the potential of using the arena property to display our guns. (I've attached a photo of the gun so you can visualize this a bit better).

Here is what we'd like approval to do;

15 OCT 2016 (all times are estimates)

15:30 – Recruiter and one or two soldiers arrive at arena and set up a info table.

16:30 – Gun arrive and deploy (the guys will go through a series of gun drills and tests on the guns to ensure its deployed accurately and efficiently – this is very fun for people to watch because a lot happens very quickly.)

16:30 – 18:30 - soldiers hang out, answer questions, show people the Howitzers and stand for photos.

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Then we’ll convoy out of Fort Frances.

116 Independent Field Battery operates out of Kenora, but has an area of responsibility (and recruitment) that spans from Red Lake, to Dryden to Fort Frances. 116 currently has several Fort residents serving as gunners (including a teacher at the high school and a several other residents). 116 makes up part of the Artillery Tactical Group which serves to support the Royal Canadian Artillery in deployments and operations both in war, peacekeeping, and national and international operations. Part of my vision for our unit is that we are more visible in Fort Frances and Dryden rather than only in Kenora.

What we need from the City of Fort Frances;

- The attached paperwork needs to be reviewed and signed. This is an agreement between The Crown and the City of Fort Frances giving us permission to use the property. These forms, once signed, need to go up my chain of command to my Commanding Officer, as well as a second form to 17 Wing Airforce Base in Winnipeg for an environmental assessment (which can take some time on my end – hence the 4 month lead time.)
- On the 15th of October – we’d like the Southeast corner of the parking lot of the arena roped off so that we can maneuver the guns in there (the corner nearest to Scott St and Frenette Ave).
- We will also invite local media and politicians down to the event.

If you want to look over the licence agreement and our plan and then let me know if you have any questions or concerns that would be greatly appreciated.

Thanks for your help and support,

David

Lt David Small

Troop Commander Guns, 116th Independent Field Battery, Royal Canadian Artillery
Canadian Armed Forces
David.small2@forces.gc.ca / Tel: 807-468-6749

Commandant de Troupe des pièces, 116e Batterie autonome de campagne, Artillerie royale canadienne

LICENSE AGREEMENT

BETWEEN:

_____(the "LICENSOR")

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by
the Minister of National Defence (the "LICENSEE")

WHEREAS the LICENSOR is the owner of the land located at
_____ in the Province of Ontario. (The "Premises");

AND WHEREAS the LICENSEE has requested permission from the LICENSOR to use
the Premises for the purpose of Ex GUNNER OUTREACH 16.

THIS AGREEMENT WITNESSES that in consideration of the terms and conditions set out
herein and the sum of One Dollar (\$1.00) and such other good and valuable consideration (the
receipt and sufficiency of which are hereby acknowledged), the LICENSOR hereby grants
permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other
purpose, subject to the following terms and conditions:

1. DESCRIPTION OF PROPERTY AND ACTIVITIES

The LICENSOR agrees that the LICENSEE may enter and use the Premises for the following
purposes: Deploy 105mm Howitzers for display and urban deployment training on 15 October
2016.

2. TERM

The term of this agreement shall be from 15 October 2016 **until** 16 October 2016. This
Agreement may be terminated on written consent of both parties.

3. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

4. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves
harmless the LICENSOR, its servants, agents, and employees and their heirs, executors,
administrators, successors and assigns, from and against all injury, damage, actions, causes of
actions, suits, claims and demands of whatsoever nature which may result or may be brought or
made by reason of any act or default of the LICENSEE, her servants, agents, or employees, or on
account of any damage to the property of the LICENSOR or in connection with any loss, damage
or injury in any manner based upon, arising out of or incidental to the exercise or purported
exercise by the LICENSEE of the license granted herein. This provision shall survive the expiry
or earlier termination of this agreement.

5. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during her
occupation, and to assume all risk of loss, damage, or injury to herself, her servants, agents,
employees or licensees.

6. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from circumstances, acts or conditions beyond her control, or due to “force majeure”, which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

7. RESPONSIBILITIES

- a) The LICENSEE shall be responsible at its own cost and expense for all maintenance directly associated with its use of the Premises, including, without limitation: janitorial services, garbage removal, snow removal and any necessary repairs or rehabilitation of the Premises.
- b) On termination or expiry of this agreement, the LICENSEE shall remove the all improvements, property or other assets from the Premises and remove all garbage and debris (including ordinances) that resulted from the LICENSEE’s use of the Premises during the term of this agreement and leave the Premises in a clean and safe condition, restored as much as possible to its original state. The LICENSOR will permit the LICENSEE to access the Premises for the purposes described above. This section shall survive the termination or expiry of this agreement.
- c) The LICENSEE shall be responsible for settling any third party claims against the Crown in Right of Canada as a result of its use of the Premises.
- d) The LICENSOR will not restrict the LICENSEE’s access to the Premises during the term of the agreement. The LICENSOR makes no representations as to the suitability of the Premises for the proposed use of the LICENSEE. The parties agree that access to the Premises and the quality of that access is the responsibility of the LICENSEE.
- e) The LICENSEE shall be responsible for securing the Premises and restricting public access as required ensuring public safety.
- f) The LICENSOR has the right to inspect the Premises at any reasonable time to ensure the LICENSEE’s compliance with this Agreement.

8. ENVIRONMENTAL DAMAGE

The LICENSEE will be solely responsible for any environmental damage or adverse effects to the Premises and any environmental clean-up or rehabilitation that may be required as a result of the LICENSEE’s use of the Premises. The LICENSEE is not liable for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the LICENSOR during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

This section shall survive the expiry or termination of this Agreement.

9. GOVERNING LAW

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of **Ontario**, including the laws of Canada.

10. It is agreed that the LICENSOR and LICENSEE may act through any designated individual for the purposes of this Agreement. Notices provided by one Party to another shall be in writing, and shall be deemed sufficiently given when sent by facsimile or e-mail to the addressees set out below. Notice shall be deemed to have been received: (if delivered by facsimile, at the time that it is delivered provided the sender has appropriate electronic confirmation of delivery; and (iv) if delivered by e-mail, upon acknowledgment of receipt by the recipient. Notice of change of contact information shall also be given by these provisions. Communications shall be addressed as follows:

If to the LICENSOR:

If to the LICENSEE:

IN WITNESS WHEREOF this agreement has been executed by the _____ or delegated authority and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, this ____ day of _____ **2016**.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

**HER MAJESTY THE QUEEN IN
RIGHT OF CANADA, AS REPRESENTED
BY THE MINISTER OF NATIONAL
DEFENCE**

Per: _____
Name: _____
Title: _____

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____