

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - June 6, 2016 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

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1	<u>CALL TO ORDER (Session # 030)</u>
2	<u>APPROVAL OF AGENDA (Call for non-agenda items)</u>
3	<u>DISCLOSURE OF CONFLICT OF INTEREST (and the general nature thereof)</u>
4	<u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u>
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9.1	Outstanding Item - Community Transportation
9.2	Next Meeting - June 20, 2016
10	<u>CLOSING</u>

TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 029

May 16, 2016

This meeting of the Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on May 16, 2016 from 10:30 a.m. to 11:32 a.m.

PRESENT: Ken Perry - Chairman, John Albanese - Councillor, June Caul - Councillor, Jason Kabel - Manager of Community Services

1 CALL TO ORDER (Session # 029)

K. Perry called the meeting to order at 10:36 a.m.

2 APPROVAL OF AGENDA (Call for non-agenda items)

- Sister Kennedy Centre Manager Honorarium

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

3.1 K. Perry declared a conflict with item 6.3 Sunny Cove Camp Rental Schedule as a family member has a booking scheduled in 2017.

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - May 2, 2016 - **approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

- NIL

6 NEW BUSINESS

6.1 FFPLTC Parking Lot Changes - The committee approved and endorsed the report provided by the planning and development committee to make the minor modification to the library parking lot as presented.

6.2 2016 Children's Complex Funding - Rainy River District Social Services Administration Board - the committee recommends to authorize signing of the 2016 Service Provider financial contract with the Rainy River District Social Services Administration Board as attached.

6.3 Sunny Cove Camp Rental Schedule - the committee recommends to Mayor and Council to authorize the Community Services Division to book Sunny Cove Camp as fully as

possible during the shoulder seasons with any functions that may be requested to maximize revenue generation while respecting the contractual obligations for youth camps in the summer.

7 NON-AGENDA ITEMS

- 7.1 **IN-CAMERA** - Sister Kennedy Center Volunteer Manager Honorarium - The committee recommended to Mayor & Council to approve and endorse the honorarium of \$1,000/month as presented by the Sister Kennedy Centre Board, specifically for the existing volunteer manager, Cindy Noble.

8 INFORMATION

- 8.1 Voyageur Lions Club 5k run/walk request – it was clarified that the event will not need use of the street and will use an external power outlet for music/microphone.
- 8.2 Next Meeting Date - June 6, 2016

9 CLOSING

K. Perry, Executive Committee Chair

J. Kabel, Manager of Community Services



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Manager of Community Services

DATE: June 3, 2016

RE: **OFSAA Hockey 2017 Request**

At the regular board meeting of Council on May 24, 2016, the attached request from Mike Allison, Sponsorship Co-chair – OFSAA Boys Hockey 2017 was received and referred to the Administration and Finance Executive Committee for recommendation with input from the Community Services Executive Committee.

The specific request is outlined as follows:

In the 2006 OFSAA, the Town of Fort Frances generously committed \$5,000.00 towards the OFSAA 2006 Tournament. The money was put towards the purchase of ice rental at the Memorial Sports Center. The 2017 Committee would follow a similar path with any in-kind donation from the Town of Fort Frances.

Also attached is the sponsorship package as presented. Council was further asked to: *Please take a look at the different levels and be made aware of what the Town will receive for their sponsorship along with what the Committee has shared about the many community benefits.*

Respectfully Submitted,

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

Jason Kabel

Town of Fort Frances, Mayor and Council

In August of 2015, a number of avid community members came together and formed the **OFSAA 2017 Committee**. In January 2016 after many hours of work the goal of bringing the Provincial A/AA Boys Hockey Championships back to Fort Frances was attained. It has been 11 years since OFSAA was last in Fort Frances and as one of the premier hockey towns and programs in the province, the time has come for us to host the trophy in front of our home town fans again! In March of 2017, 16 teams, 320 players, 90 coaches, managers, and trainers along with many families of the teams will be traveling to the Rainy River District to compete for the 69th annual Ontario High School Boys Hockey Championship. The Committee is excited about the “**Boundless**” opportunities that await all of these teams and their families.

The committee expects that close to 500 people will be sleeping, eating, and spending time and money in Fort Frances in March of 2017. We estimate conservatively that during the 5 days of the Tournament over \$400,00.00 will be spent in Fort Frances and the surrounding communities by people coming from outside of our District.

Our all-in estimate budget, based partly on figures from 2006, is approximately \$66,000 to \$72,000.00 for a 16 team tournament. If the Tournament was to be expanded to a 20 team tournament (similar to 2006) we would expect a larger budget but also a higher return for Fort Frances. The committee's Sponsorship target is between \$40,000.00 and \$50,000.00.

In the 2006 OFSAA, the Town of Fort Frances generously committed \$5,000.00 towards the OFSAA 2006 Tournament. The money was put towards the purchase of ice rental at the Memorial Sports Center. The 2017 Committee would follow a similar path with any in-kind donation from the Town of Fort Frances.

We acknowledge the challenges municipalities face when providing funding for events such as OFSAA but we are encouraged by the fact that the Town of Fort Frances and the community have strongly supported community endeavors like this in the past. We believe that the benefits to Fort Frances to be, in your own words - **Boundless**.

Sponsorship Levels are explained on the following handout. Please take a look at the different levels and be made aware of what the Town will receive for their sponsorship along with what the Committee has shared about the many community benefits.

Tax receipts will be issued by the Muskie Blueline Club on Corporate or Personal donations.

For further information on OFSAA 2017 or to make a donation, please contact Bob Miller, Chair, OFSAA 2017 at 807-275-7125 or Mike Allison at 807-274-4023.

Thank you for taking the time to consider our proposal as we look forward to hosting Championship Hockey, and promoting Fort Frances and the area in March of 2017!

Sincerely Yours,

Mike Allison
Sponsorship Co-chair – OFSAA Boy Hockey 2017

OFSAA 2017

The Provincial A/AA Boys High School Hockey Championships in Fort Frances, March 2017

Hosted by: The Fort Frances Muskies

It was just this past winter that Fort Frances was chosen to host the 69th annual Ontario Federation of Secondary School Athletic Association Provincial High School Hockey Championship. More than 6000 student athletes from across the province play Boys High School Hockey, and an Ontario High School Gold Medal is a rare and most prestigious award. On March 10, 2016, your Fort Frances Muskies surprised many of the bigger schools in Ontario and won their 4th Gold Medal Championship.

It's been a few months now that the Fort Frances OFSAA planning committee led by Bob Miller and Bryce Coyle has been making arrangements. Some of these arrangements are booking hotel rooms, ice time, referees, banquet facilities, programs, guest speaker, website, streaming services, twitter account, etc. If you're like many members of the committee it seems that much has changed in our world in the 11 years since Fort Frances last hosted the Tournament. Cell phones, YouTube, Facebook, Twitter, etc.

What hasn't changed is the community spirit of Fort Frances, Emo, Couchiching First Nations, and the Rainy River District. 16 teams, 320 young student athletes, 90 coaches, trainers, managers and many more parents, grandparents, and siblings will be coming to our communities next March. The OFSAA committee is seeking sponsors, who will help to underwrite the cost of bringing the Tournament to Fort Frances and the area.

Inside this OFSAA Brochure, you will find a number of sponsorship opportunities. Would you please review these options, and let us know how we can work together to support the 16 teams and 320 student athletes who will gather in our communities to vie for the Provincial Hockey Championship. An early commitment will enable us to provide you with maximum exposure, beginning in the fall of 2016.

If you have any questions about OFSAA 2017, or sponsorship opportunities, please contact one of us at your earliest convenience.

Bob Miller
OFSAA Co-Chair
275-7125

Pete Drouin
Sponsorship Co-Chair
274-4691
276-7797

Robin Wright
Sponsorship
274-0057
275-9382

Mike Allison
Sponsorship
274-4023

Sponsorship Opportunities

Platinum Sponsor

\$5000 plus

As a Platinum Sponsor you are recognized as a Major Partner of the 2017 OFSAA Championship. Your sponsorship package includes:

- 8 **Premium** Tournament passes providing you access to all games.
- 4 Championship Banquet Tickets.
- 8 Season passes to the Muskie home games.
- 8 Tickets to attend and participate in a skate with your Muskie hockey team.
- 1 Full-page advertisement in the official program, along with complimentary copies.
- Your company logo prominently displayed for the full hockey season on the Muskie Website as well as a link from the site to your own website.
- Premium recognition in the newspaper and radio advertising leading up to, during and after the event.
- The opportunity to have your banner on display at the Sportsplex during the Championship.
- Partnership recognition from the Public Address announcers during games throughout the season and OFSAA tournament in Fort Frances, Emo and Couchiching First Nations.
- You will also receive an official Fort Frances Muskie OFSAA team photograph (8 x 10) as a souvenir of the championship week.
- Plus ... 4 OFSAA 2017 hats.

Gold Sponsor

\$2500 - \$4999

As a Gold Sponsor you are recognized as a Major Contributor to the Championship. Your sponsorship package includes:

- 6 **Premium** Tournament passes providing you access to all games.
- 3 Championship Banquet Tickets.
- 6 Season passes to the Muskie home games.
- 6 Tickets to attend and participate in a skate with your Muskie hockey team.
- 1/2 page advertisement in the official program, along with complimentary copies.
- Your company logo appropriately displayed for the full hockey season on the Muskie Website as well as a link from the site to your own website.
- Hi Profile recognition in the newspaper and radio advertising leading up to, during and after the event.
- The opportunity to have your banner on display at the Sportsplex during the Championship.
- Premium Sponsorship recognition from the Public Address announcers during games throughout the season and OFSAA tournament in Fort Frances, Emo and Couchiching First Nations.
- You will also receive an official Fort Frances Muskie OFSAA team photograph (8 x 10) as a souvenir of the championship week.
- Plus ... 3 OFSAA 2017 hats.

Silver Sponsor

\$1000 - \$2499

As a Silver Sponsor, you will officially sponsor one of the 16 teams in the tournament. Your sponsorship package will include

- 4 Tournament passes providing you access to all games.
- 4 Season passes to the Muskie home games.
- 4 Tickets to attend and participate in a skate with your Muskie hockey team.

- 1/4 page advertisement in the official program, along with complimentary copies.
- Your company logo displayed on the Muskie Website for the full hockey season as well as a link from the site to your own website.
- Recognition in the newspaper and radio advertising leading up to, during and after the event.
- The opportunity to have your banner on display at the Sportsplex during the Championship.
- Sponsorship recognition from the Public Address announcers during games throughout the season and OFSAA tournament in Fort Frances, Emo and Couchiching First Nations.
- You will also receive an official Fort Frances Muskie OFSAA team photograph (8 x 10) as a souvenir of the championship week.
- Plus ... 2 OFSAA 2017 hats.

Bronze Sponsor

\$500 - \$999

As a Bronze sponsor you will be recognized in many ways including:

- 2 Tournament passes providing you access to all games.
- 2 Season passes to the Muskie home games.
- 1/6 page advertisement in the official program, along with a complimentary copy.
- Your company logo displayed for the full hockey season on the Muskie Website as well as a link from the site to your own website.
- Recognition in the newspaper and radio advertising leading up to, during and after the event.
- The opportunity to have your banner on display at the Sportsplex during the Championship.
- You will also receive a team photograph (8 x 10) as a souvenir of the championship week.
- Plus ... 1 OFSAA 2017 hat.

Friends of the Tournament

\$250 - \$499

Part of the special nature of hosting an OFSAA Championship is the opportunity for all businesses large and small, along with non-profit organizations and individuals to step forward and participate in some way as a sponsor. We very much appreciate your monetary or in-kind contribution that will help with OFSAA 2017. As such we will be pleased to recognize you in the program, at the arenas and in our special advertisement after the tournament.

- 2 Season passes to the Muskie home games.
- You will also receive a team photograph (8 x 10) as a souvenir of the championship week.

Booster Sponsor

\$100 - \$249

We very much appreciate your monetary or in-kind contribution that will help with OFSAA 2017. As such we will be pleased to recognize you in the program, at the arenas and in our special advertisement after the tournament.

- 1 Season pass to the Muskie home games.

Thank you very much for your support of High School Hockey in Fort Frances and The Rainy River District.

When Cam Gushalak scored an empty net goal with 70 seconds left in the third period of the Gold Medal game on March 10, 2016 it secured the Muskies their 4 OFSAA Championship. And it brought to reality the Hosting of the 2017 OFSAA Championship as defending Champs.

It marked the 12 consecutive OFSAA for the Muskies, (2012 season of NORWOSSA was cancelled) and capped a season where many of the pundits thought the Muskies were not as strong as years past. The team quietly continued to improve under the leadership of Coach Jamie Davis and his staff and the boys confidently began to realize that they had a chance to be special.

Looking ahead the Muskies have 16 of 19 players eligible to return next season, many with 2 OFSAA Championship appearances to their credit. The 2016/17 team will have depth in goal, strength on the blueline, and quickness and skill at forward. The secret weapon in their quest to repeat as OFSAA Champs might be the considerable energy they will draw from playing in front of their hometown fans.

OFSAA 2017 in Fort Frances, Emo, and Couchiching First Nations will be held Monday March 20th through Thursday March. 23rd. We look forward to joining with sponsors like you, to offer players, coaches, parents, and fans a Provincial Championship to remember.

MUSKIE GOLD MEDAL TEAM PICTURE HERE

FORT FRANCES MUSKIES - 2016 OFSAA GOLD MEDAL PROVINCIAL CHAMPION



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Manager of Community Services

DATE: June 3, 2016

RE: **Fort Frances Canadian Bass Championship Request**

At the regular board meeting of Council on May 24, 2016, the attached request from Fort Frances Canadian Bass Championship Committee was received and referred to the Administration and Finance Executive Committee for recommendation with input from the all other Executive Committees.

In the attached letter of request there are a number of items that pertain to the Community Services Division, as follows:

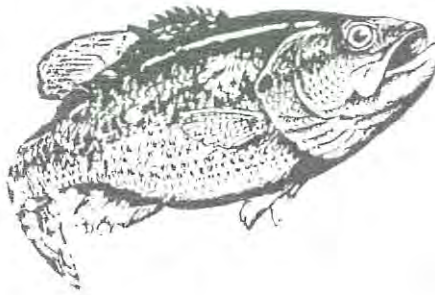
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 20th to 23rd . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.

Respectfully Submitted,

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

Jason Kabel

Fort Frances



Canadian
Bass Championship Inc.
P.O. Box 531
Fort Frances, ON
P9A 3M8

May 12, 2016

Mayor and Town Council

Town of Fort Frances
P.O. Box 38
Fort Frances, Ontario
P9A 3M5

Re: Fort Frances Canadian Bass Championships (July 20th - July 23rd, 2016)

Dear Mayor and Councillors:

The FFCBC directors sincerely appreciate your significant contributions to facilitate the 2016 event. The Town of Fort Frances is a valued sponsor of the FFCBC since its creation in 1995.

We respectfully request the following support from the Town of Fort Frances:

- 1) Designate, in writing, the "Fort Frances Canadian Bass Championship Live Release Tournament" as a significant community festival & event.
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 3) Supply the FFCBC with the necessary documents to facilitate closing road to accommodate tent.

- 4) We submit a request to the Town of Fort Frances for the use of four barricades for the use at the Sorting Gap.
- 5) The FFCBC will be filling out a building permit application for the erection of the tent, we ask the town look at any charges associated.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 20th to 23rd . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.

We look forward to discussing our request in greater detail at your convenience and invite any Town Council to any FFCBC board meeting.

Respectfully,

Wayne Allen, Co-Chairman

Jim Cuthbertson, Co-Chairman

2016 FFCBC Board of Directors

Wayne Allen	Co-Chair/Bar Operations
Nikki Paddock	Volunteers/Teen Dance
Kathy Cuthbertson	Food Court
Jim Cuthbertson	Co-Chair/Site & Facilities
Greg Gustafson	Treasurer/Angler Registrations
Paul Jewiss	Anglers' Representative
Kevin Cawston	Fish Care
Paul Cousineau	Weigh Master



REPORT

TO: Mayor Avis and Council
FROM: Jason Kabel, Manager of Community Services
DATE: June 3, 2016
RE: **Museum Exhibition Policy**

At the regular meeting of the Fort Frances Museum Advisory Committee on May 16, 2016, the attached Museum Exhibition Policy was reviewed and amended for adoption.

The policy review is a requirement from the province under the Community Museums Operating Grant (CMOG) that the Fort Frances Museum & Cultural Centre benefits from annually.

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to endorse the Museum Exhibition Policy as presented.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel", is written over the printed name.

Jason Kabel

THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Museum Exhibition

Creation Date: January 1978

Revised Date: May 2016

Resolution Number:

Supersedes Resolution Number: N / A

Policy Number:

Pursuant to the terms and conditions of the Town of Fort Frances By-Law 29/77 and the Statement of Purpose of the Museum and Cultural Centre of Fort Frances, the Museum adopts the following Exhibition Policy:

Purpose

To communicate to the public the significance of the community and regions's heritage through appropriate display of the collection.

Objectives

1. The scope of the Exhibition program undertaken by the museum shall take into consideration the availability of resources including staff, collection, finances, and the constraints of the facility. Exhibitions will be developed to meet the criteria established in research, education and interpretation, conservation and other relevant policies. Any municipal, provincial and federal legislative requirements shall be met in the development of exhibits.
2. Exhibition themes will be developed to educate and inform the visitor about local history, and on occasion will include special interest temporary exhibits that support education and advance learning.
 - Permanent exhibit space will be dedicated to the chronological history of the Rainy River District including pre-history, exploration and fur trade, early settlement and transportation, and industry. Artifacts that illustrate themes will be selected from the collection, and rotated periodically as required for conservation standards and to ensure interest for repeat visitors.
 - Temporary exhibit space will be changed three to four times per year and will feature, whenever themes allow, components that will be inclusive of youth and school curriculum.
 - The Museum will develop an exhibition schedule that includes traveling and short-term exhibitions and may include: arts, crafts, science, and human and natural history. The Museum may also exhibit privately held collections, but only with full and complete agreement governing terms and conditions.
 - The Museum will look to partner with other museums, community organizations, and cultural groups.

3. Spaces designated for exhibitions will meet museum standards and building safety requirements.
 - The Museum will ensure that galleries meet facility requirements for accessibility and safety, including strict adherence to all fire and building codes.
 - Exhibits will be fabricated to ensure a safe and secure environment. Any risks to staff, participants and resources shall be identified, and reduced through proper training and the establishment of safety procedures.
4. The Museum will include in its annual operating budget funds for exhibits and displays.
5. Planning for exhibits will take place well in advance, with consideration given to their purpose, targeted audience and significance. Sufficient time will be allocated for research to ensure accuracy of information, and a selection made of appropriate artifacts. Exhibit components will be determined and funds budgeted for the purchase and/or fabrication of support materials and text.
6. The Museum does not guarantee to display all artifacts in the permanent collection in any given time period. Artifacts will be selected for display according to their relationship to selected themes.
7. All artifacts for display must be in stable condition, fully catalogued and installed securely in the exhibit. The lighting and environment of the gallery will reflect the Museum's adherence to the best achievable conservation standards. All exhibits and displays will be checked regularly to ensure that no artifact is subject to damage.
8. Only competent Museum staff will produce exhibits. Written material will be accurate, but simple, and approved by the Curator. Staff designing, fabricating and installing exhibit components will be trained; handling of artifacts will be under the direction of the Curator.
9. Sacred artifacts in the museum's care will be given extra attention to ensure proper handling and interpretation.
10. Each exhibit will be evaluated to ensure initial goals are met, and visitor responses satisfactory.

In summary: a museum is judged by the character of its exhibits, therefore exhibitions should reflect the policies and objectives of the museum. An Exhibition Program is the most valuable and flexible interpretive instrument that the museum possesses.

Principles to follow in formulating the Exhibition Program:

1. Exhibit galleries should be attractive and inviting through use of harmonious colours and proper lighting.
2. Exhibits must be objective and truthful, and be presented only after the verification of information.
3. Good exhibit practice must be used in the choice and arrangement of accessories such as labels, photographs, maps, charts, and diagrams. They need complement, not detract from or overwhelm the exhibit.
4. Permanent exhibit themes need be revised and refreshed on a regular basis.
5. Artifacts on exhibit must be protected from both the environment and an overzealous public.
6. Visitors must be made to feel welcome and permitted to browse at leisure.
7. Visitor traffic patterns under both normal and crowded conditions need be considered.

Policy Review & Approval

The Exhibition Policy will be reviewed every three years by the Curator, Museum Advisory Committee and Community Services Manager. Recommended changes will be forwarded to Town Council for approval.



REPORT

TO: Mayor Avis and Council

FROM: Jason Kabel, Manager of Community Services

DATE: June 3, 2016

RE: Shaw WiFi Agreement

At the regular meeting of the Community Services Executive Committee on April 4, 2016, the committee reviewed a proposed agreement with Shaw Cablesystems for the purpose of providing WiFi internet services in Town owned facilities.

There were a number of questions that the Community Services Executive Committee had before making a recommendation to Mayor and Council. The questions were posed to Shaw and responses as follows:

I apologize it has taken me so long to get back to you. I've received the comments from our legal team and there appear to be no insurmountable issues. (in order of your 6 comments):

1. We will change the entire document to Town, that is no problem.
2. We are fine with a 5 year agreement, and renewals of 5 years.
3. We operate in thousands of locations that have multiple wifi signals without issue. You are correct, all of our hotpots are hard wired in, and our access points scan for open frequencies within a range, and can be manually adjusted should interference become a problem (which is rare, and certainly fixable). I assure you we will not interfere with any existing frequencies, but we will not commit to a single frequency.
4. Once the agreement is signed, we can certainly send you a certificate of insurance that shows the Town has been added, that's no problem.
5. We are not comfortable with a change to allow the Town to terminate the agreement. There is considerable cost to building the network, and installing these access points. There is no way to measure a change in benefit as you are suggesting. Including a statement as you are suggesting is too broad. Clause 2 of the agreement allows the Town to terminate the agreement should Shaw fail to meet its obligations. It is worth noting that we have yet to have a municipality opt out of the agreement at the time of re-newal, recognizing the benefit Shaw Go WiFi in municipal facilities brings to the community. We really see this relationship as a partnership, and will work with the Town for the benefit of your citizens and our customers (or potential customers).

6. We are fine with changing the notice for relocation to 60 days, we have staff in Ft. Frances who are able to address any issues quickly.

Hopefully this provides a clear understanding of our needs. We are fine with all of the points, except 2 & 5. If you are comfortable with the explanation I've provided, on those 2 points, please indicate, and I will go ahead and draft the agreement as outlined above.

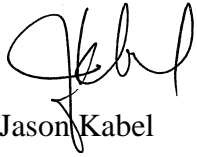
If you feel concerned with signal interference (point 2 above), or the need to terminate the agreement (point 5), I suggest we set up a call to discuss in further detail.

The revised proposed agreement as provided by Shaw is attached.

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to endorse the agreement with Shaw Cablesystems for the purpose of providing Free WiFi services to the public in select Town facilities to be determined and further that an authorizing bylaw be enacted.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'J. Kabel', is written over the printed name 'Jason Kabel'.

Jason Kabel

FACILITIES ATTACHMENT LICENSE AGREEMENT

This Facilities Attachment License Agreement (this “**Agreement**”) between the Town of Fort Frances (the “**Town**”) and Shaw Cablesystems Limited (“**Shaw**”) outlines the terms agreed to by the parties regarding the granting of access to and use by Shaw of certain Town facilities for the purpose of the provision of telecommunication services.

In consideration of the mutual agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Shaw and the Town agree as follows:

- 1. Grant:** The Town hereby consents and grants Shaw a non-exclusive right and license to access and attach in, on or to the Town’s facilities, including, but not limited to, attaching to, on or within traffic lights, cross walk poles, aerial structures, vehicle and/or public transportation corridors, lands and/or civic buildings owned by or under the direction, control and management of the Town (collectively, “**Facilities**”), to install, operate and maintain certain telecommunication devices, cables, antennae, microcell units, unit shrouds and casings, and related equipment (the “**Work**”) used for the purpose of transmission, emission or reception of signs, data, signals, writings, images, sounds or intelligence of any nature through wireless means related Shaw’s telecommunications services (the “**Purpose**”).
- 2. Term:** The term of this Agreement shall commence on _____, 2016 and shall continue for a period of five (5) years and shall auto renew for successive five (5) year periods (collectively, the “**Term**”) unless a party to this Agreement notifies the other party one (1) year prior to the expiry of such renewal term. Either party may terminate this Agreement if the other party breaches any of its material obligations hereunder and fails to remedy or commence actions to remedy such breach within thirty (30) days of receipt of notice from the non-breaching party.
- 3. Work on the Facilities:** Prior to the commencement of any Work, Shaw shall obtain the Town’s consent for such Work at a particular Facility. Upon Shaw obtaining such consent, Shaw agrees that all Work shall: (a) be carried out in a good, workmanlike and timely manner; (b) not unduly interfere with the Facilities; (c) comply with all applicable construction and safety codes; and (d) be responsible for all of its costs for its Work. Upon completion of the Work Shaw shall restore and repair any damage caused by the Work to the Facilities to the condition in which it existed prior to the Work.
- 4. No Interference:** The Town shall not alter, remove or access Shaw’s Work without Shaw’s prior written approval nor shall the Town install or permit third parties to make installations of any equipment on or in the Facilities that causes interference with the Work without Shaw’s prior written consent. The Town agrees that upon receipt of notice by Shaw of such interference it shall immediately make or cause to be made such adjustments to such equipment to eliminate the interference. Shaw shall not alter, remove or access any Town property or third party property located on Facilities without the Town’s prior written approval. For the purpose of clarity, neither party is responsible for any interference caused by radio waves or other technologies used by any person at the Facilities where the Work is located.
- 5. Indemnity:** Each party (an “**Indemnifying Party**”) shall indemnify and save harmless the other party (the “**Indemnified Party**”) from and against all actions, causes of action, proceedings, claims and demands brought against the Indemnified Party, for all losses, costs, or expenses incurred by the Indemnified Party, for damage to property, including property of the Indemnified Party or any third party, and for injury to persons incurred by the Indemnified Party,

including its employees, servants, agents, and licensees or any third party, caused by, or attributable to, the negligence or willful act or omission of the Indemnifying Party or any of its employees, servants or agents as a result of this Agreement. Neither the Town nor Shaw shall be liable for indirect or consequential losses or damages, or for damages for pure economic loss, howsoever caused or contributed to, in connection with this Agreement or with any of Shaw's Work.

6. Insurance: Shaw shall maintain general liability insurance to protect from claims for damages, personal injury, including death, and for claims from property damages which may arise from the Work. Such insurance limits shall not be less than five million dollars (\$5,000,000.00) for each occurrence and shall add the Town as an additional insured.

7. Abandonment: Shaw may abandon its use of part or all of the Facilities at any time during the Term. Shaw may remove any Work it abandons that is installed on Facilities.

8. Relocation: If at any time during the Term, the Town is required to relocate a particular Facility that has Work attached to it, the Town shall provide Shaw with no less than sixty (60) calendar days notice. Shaw shall at its cost remove the Work from the affected Facility immediately upon the expiry of the notice period. If Shaw fails to remove such Work, the Town may remove the Work and the reasonable costs incurred by the Town shall be payable by Shaw. If the affected Facility is moved to a new location Shaw shall be permitted to relocate its Work to the Facility at the new location; or in the alternative if such relocation is not feasible or if the new location is not in the immediate area of the original site, the Town will reasonably assist Shaw in finding a suitable alternative location for such Work.

9. In consideration of the grant herein by the Town to Shaw, Shaw hereby agrees to offer the general public complimentary guest access to use the Shaw Go WiFi services. Such general public use will be subject to Shaw's Guest Access terms and policies and will be limited to use at each Facility where Shaw has installed and is operating attachment points.

10. Ownership: The Town acknowledges that notwithstanding any rule of law or equity to the contrary, all Work installed by Shaw will remain the property of Shaw even though it is attached to the Facilities.

11. Governing Law: This Agreement will be governed by and construed under the laws of the Province of Ontario. The parties agree to submit any dispute regarding this Agreement to the exclusive jurisdiction of a competent court located within the Province of Ontario.

12. Binding Agreement: The parties agree that this Agreement and the agreements and understandings set out herein will be binding upon and enforceable against the parties.

ACCEPTED AND AGREED:

SHAW CABLESYSTEMS LIMITED

By:

Name/Title:

THE TOWN OF FORT FRANCES

By:

Name/Title:

By:

Name/Title: