

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - June 20, 2016 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

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TOWN OF FORT FRANCES

MINUTES

SESSION NO. # 030

June 6, 2016

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre - '52 Canadians Meeting Room on June 6, 2016 from 10:30 a.m. to 11:04 a.m.

PRESENT: Ken Perry - Chairman, John Albanese - Councillor, Mark McCaig - CAO, Jason Kabel - Manager of Community Services

REGRETS: June Caul - Councillor

1 CALL TO ORDER (Session # 030)

K. Perry called the meeting to order at 10:32 a.m. J. Kabel recorded the minutes of the meeting.

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

- Rainy Lake Tribal Resource Management - Drone flying request was added to the agenda.

3 DISCLOSURE OF CONFLICT OF INTEREST (and the general nature thereof)

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - May 16, 2016 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

5.1 OFSAA Hockey 2017 Request - the committee recommends to the Administration and Finances Executive Committee to support the OFSAA committee's request similar to that what was done in the past, both financially and with Memorial Sports Centre use and set up.

5.2 Fort Frances Canadian Bass Championship Request - The Community Services Executive Committee recommends the following 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.- **The old stage, tables, chairs, and picnic tables will be made available as in previous years.**

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.- **The Memorial Sports Centre will provide a list of vacant dock slips for tournament use.**

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.- **Approved.**

- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.- **Approved. Removal of older FFCBC flags currently on the Marina docks that are in a state of disrepair would be greatly appreciated.**
- 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.- **Approved.**
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.- **Approved.**

6 NEW BUSINESS

- 6.1 Museum Exhibition Policy - The Community Services Executive Committee recommends to Mayor & Council to endorse the revised Museum Exhibition Policy as presented.
- 6.2 Shaw Go WiFi - 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.

7 IN-CAMERA - NIL

8 NON-AGENDA ITEMS

- 8.1 Rainy Lake Tribal Resource Management - Drone flying request - The Community Services Executive Committee recommends to Mayor & Council to approve the request of Rainy Lake Tribal Resource Management to operate an unmanned aerial vehicle (UAV) on the proposed Town land during the Dragon Boat Festival on June 25, 2016.

9 INFORMATION

- 9.1 Outstanding Item - Community Transportation
- 9.2 Next Meeting - June 20, 2016

10 CLOSING

K. Perry, Executive Committee Chair

J. Kabel, Manager of Community Services

Report summary Re: MSC Summer hours

From: Shannon Jackson

A request made on behalf of MSC membership

*To improve and extend weekend hours by 5

*Opening on Saturdays from 8-12, then extending current summer hours on Sunday by 1hr 3-8

*This gives memberships opportunity to use facility both days of weekend or give choice as to when/what day they want to utilize facility.

*Provides community 7 day usage as with other community centres that are open 7 days/week. Maintains current membership, addresses members concerns/complaints (McKay petition), addresses Sunday hours (congestion)

*No usage data available for Saturdays (previously closed during summer months) but data shows an average of 26 users on Saturdays in May 2016 alone. There was average of 23 users on Sunday in June, July & Aug 2015.

*To be cost effective evening hours (Fri-Sun) in May and June would be reduced thus giving 6 extra hours for the weekends in the summer.

*Requires 1 front desk staff for a period of 4 hours at a pay rate of \$15.67 (senior guard) and 1 main. staff at a rate of 19.81/hr for possibly 2 hours on Sat.

*Main cost for 9 extra Saturdays (remainder of summer) is approx \$356 at 2 hours/Sat

*Staff cost for 9 extra Saturdays (remainder of summer) and 1 extra hour Sunday is approx \$705

*Based on member usage throughout the year (Sat) weekend hours should be tried and evaluated at the end of the summer.

MSC Weekend Gym Use - May 2016

	30-Apr Saturday	1-May Sunday	7-May Saturday	8-May Sunday	13-May Friday	14-May Saturday	15-May Sunday	20-May Friday	21-May Saturday	22-May Sunday	27-May Friday	28-May Saturday	29-May Sunday
8-12pm	19	10	5	5		16	13		5	5		9	6
12-4pm	11	7	17	6		7	10		4	3		5	6
4-6pm					12			2			2		
4-8pm	4	5	5	5		5	10		7	9		6	6
6-8pm					6			2			4		
8-10pm	0	3	2	0	6	4	1		1	0		0	6
								1			1		
Total	34	25	29	16	24	32	34	5	17	17	7	20	24

Gym Usage June 2016

Week of: **June 12-17**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
4-5pm	9	4	1	5	2	
5-6pm	1	3	3	2	4	
6-7pm	3	1	4	7	4	
7-8pm	3	6	2	2	3	
8-9pm	Closed	0	0	0	3	

Week of: **June 19-24**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
4-5pm						
5-6pm						
6-7pm						
7-8pm						Closed
8-9pm	Closed					Closed

Week of: **June 26- July 1**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
4-5pm						
5-6pm						
6-7pm						
7-8pm						Closed
8-9pm	Closed					Closed

Week of: **July 3-8**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
4-5pm						
5-6pm						
6-7pm						
7-8pm						Closed
8-9pm	Closed					Closed

Canada 150 -- SnOasis 5: Canada Alive!

The 'Friends' group hosts SnOasis each winter, a free carnival for families in Feb/March. For 2017, the Museum wants to host a community-wide event, centred at the Point and Sand Bay. Primary consideration would be winter activities, but a heritage slant: sleigh rides, jam-pail curling, road hockey, ice-fishing, putting up ice.

Museum 'Friends' would still lead programming for children and young families: maple syrup in the snow, etc. But we will ask local groups to lead other activities. An article in the paper could explain the event and that we are seeking involvement, and therefore proposals from community groups. For example, the Nordic Ski club could organize snowshoe races and a marshmallow roast. The Lions may track down a sleigh-ride team and organize rides. Maybe they'll also set up a shelter and serve hot chocolate.

To minimize work for organizers: participation, and at what level, would be up to each community group. Would also be up to them to organize and man their event.

Some ideas:

- Putting up ice on Sand Bay. Many local groups still put up ice, so we would line-up professional help. It would be nice to have horses pull in the blocks. Could use blocks to build a fort, or simply a wind-break for other winter activities.
- Ask First Nations, Métis or commercial fishermen to set a net. Advertise the times for both setting the net (an interesting process in itself) and for hauling in the catch. Could also provide instruction around proper way to clean/fillet fish.
- Hold an ice-fishing derby.
- Have areas where people can warm up. Wind-breaks could be created out of snow blocks or woven from boughs – events in themselves. Provide manned fire stations (barrels or firepits).
- Provide the means to cook bannock on a stick.
- Provide other food stations – set up outside or at Nanicost, maybe both – serve wild rice and pea soup, moose sausages, skewers of wild meat (need FN help), popped wild rice, bannock, hot cocoa.
- Pour maple syrup in the snow; have an old-fashioned taffy pull.
- Provide sled dog rides and sleigh rides through the Point area.
- If ice smooth, plow a rink area or plan road hockey tournaments.
- Snowshoe races, jam-pail curling, tobogganing.

These are just suggestions. It is inconceivable that we would see all these events, but it would be nice to have a well-rounded winter event.

A lot of this depends on the NOHFC intern position we have applied for as I cannot do this alone – but planning needs to start now. I would like Duane to write an article, and we'll send out letters to clubs and organizations, asking them to come up with a plan and submit a proposal.

It would be important to have Town participation (may need equipment support), and partner with other stakeholders: First Nations, Métis and other cultural and service groups.

Instructions

This section provides information on how to complete and submit your application. Users of this application may also hover their cursor over any heading to learn more about the requirements.

How To Complete The Application

Before filling out the application read the entire Community Museum Operating Grant (CMOG) 2016-2017 PROGRAM/APPLICATION GUIDELINES. It may be useful to print a copy of the Program/Application guidelines to refer to while completing the application. Information about eligible organizations and expenses are detailed in the Program/Application guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Answer each question fully or indicate "not-applicable" if the question is not relevant or does not apply to your organization.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your organization addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular organization or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

Attachment, Requirements Checklist

- AGM Minutes
- Annual Report
- CRA Registered Charity Information Return (T3010)
- Community and Exhibition Standards
- Completed CMOG Revenue & Expense form
- Financial Information Return (FIR from MMAH)
- Financial Reports (Audit or Review Engagement)
- New Policies
- Organizational Chart
- Pay Equity Form

Section A - Organization Information

This section displays general information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future reports will include the updated information.

1. Organization Name: Fort Frances Museum and Cultural Centre		2. Organization Legal Name: Fort Frances Museum & Cultural Centre	
3. Web Site URL: www.fort-frances.com/museum			
4. Type of Legal Entity: Municipality		5. Year Established: 1978	6. Date Incorporated: 06/19/2012
7. Corporation Registration Number:		8. Date of last AGM:	9. Date of Next AGM:
10. Organization Mandate:			

Section B - Organization Address Information

This section displays address information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

Primary Address:

1. Street address 1: 259 Scott Street		
2. Street address 2:		
3. City: Fort Frances	4. Province: Ontario	5. Postal Code P9A1G8

Mailing Address:

6. Street address 1: 259 Scott Street		
7. Street address 2:		
8. City: Fort Frances	9. Province: Ontario	10. Postal Code P9A1G8

Section C - Organization Contact Information

Information about key people in the organization, including whether they have signing authority or not. Note that only the first group of contact fields are mandatory. All other types of contacts are optional.

Organization Contact

General contact for the organization. The person who should receive general information from the Ministry including notification of grant opportunities, deadlines and news releases.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Curator
5. * Phone Number (Work): 8072747891		6. Phone Number (Mobile):	7. * Email Address: sgeorge@fort-frances.com

☐ 8. Signing Authority (Does this person have signing authority for your organization?)

Most Senior Official

This is the most senior elected or appointed official with whom a Minister of the Crown would correspond with (i.e. Mayor, Board Chair, Reeve, Chief, CEO)

9. Salutation: Mr.	10. First Name: Roy	11. Last Name: Avis	12. Title: Mayor
13. Phone Number (Work): (807) 274-5323		14. Phone Number (Mobile):	15. Email Address: ravis@fort-frances.com

☐ 16. Signing Authority (Does this person have signing authority for your organization?)

Other Senior Staff

This is the most senior member of the organization aside from the person listed as Most Senior Official (i.e. CEO, Executive Director).

17. Salutation: Mr.	18. First Name: Doug	19. Last Name: Brown	20. Title: Town of Fort Frances CEO
21. Phone Number (Work): (807) 274-5323		22. Phone Number (Mobile):	23. Email Address: dbrown@fort-frances.com

☐ 24. Signing Authority (Does this person have signing authority for your organization?)

Other Contact 1

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

25. Salutation: Ms.	26. First Name: Laurie	27. Last Name: Witherspoon	28. Title: Treasurer
29. Phone Number (Work): 8072745323		30. Phone Number (Mobile):	31. Email Address: lwatherspoon@fort-frances.com

☒ Signing Authority (Does this person have signing authority for your organization?)

Other Contact 2

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

33. Salutation:	34. First Name:	35. Last Name:	36. Title: Other2
37. Phone Number (Work):		38. Phone Number (Mobile):	39. Email Address:

☐ 40. Signing Authority (Does this person have signing authority for your organization?)

Section E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

Payment Address:

Please select your organization's payment address from the drop-down list below. Once selected, the payment address fields below will be populated with the information related to the selected address. If your organization's payment address does not appear in the drop-down list, please complete the fields below manually.

1. Payment Organization: TOWN OF FORT FRANCES | 320 PORTAGE AVE

2. * Payment Organization Name (maximum 100 characters)

TOWN OF FORT FRANCES

3. * Street Address 1:

320 PORTAGE AVE

4. Street Address 2:

5. * City:

FORT FRANCES

6. * Province:

Ontario

7. * Postal Code

P9A 3P9

Payment Contact:

Individual who should be contacted for clarifications about banking information or financial matters

8. * Salutation:

Ms.

9. * First Name:

Laurie

10. * Last Name:

Witherspoon

11. * Title:

Treasurer

12. * Phone Number (Work):

(807) 274-5323

13. Phone Number (Mobile):

14. Fax Number:

(807) 274-8479

15. * Email Address:

lwitherspoon@fort-frances.com

16. * Method Of Payment

Electronic Fund Transfer

Section F - Application Contact information

This is the person who will be the sole contact responsible for all communication with the Ministry in regard to this application.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Museum Curator
5. * Phone Number (Work): (807) 274-7891		6. Phone Number (Mobile):	7. Fax Number: (807) 274-4103
8. * Email Address: sgeorge@fort-frances.com			

Section G2 - Additional Questions

1. Provide the names of Board Members in 2015 including their position and the number of years each has served on the board. (maximum 4,900 characters)

Fort Frances Museum Advisory Committee:
Debbie Ballard, Fort Frances resident, 5th year, chair
Robert Schulz, Fort Frances resident, 5th year
Mary Hickling, Fort Frances resident, 3rd year
Caren Fagerdahl, Fort Frances resident, 1st year
Jim Curr, Fort Frances resident, 1st year

2. Provide the number of times the Board met in 2015 including its AGM. (maximum 4,900 characters)

Fort Frances Museum Advisory Committee held nine meetings in 2015: Jan 19; Feb 16; Apr 20; May 19; June 15; July 20; Sept 21; Oct 20; Nov 16.

Section I - Performance Measures

There are set performance measures for all projects in this grant category. The target number or "Goal" is all that is required. In addition your project may have specific performance measures, these may be added to the blank areas of the chart.

Ministry Provided Performance Metrics					
		1. Metric	2. Description	3. * Goal	
	1	Staff - Full Time	Number of full time employees (FTE = 30hrs+/week) in 2015	2	
	2	Staff - Part Time	Number of part time employees in 2015	4	
	3	Operating Hours - Seasonal	This is the number of operating hours for Seasonal museums only (360 hours minimum).		
	4	Operating Days - Seasonal	This is the number of operating days for Seasonal museums only (60 days minimum).		
	5	Operating hours - Year Round	This is the number of operating hours for Year Round museums only (1060 hours minimum).	1,649	

Grant Case # 2016-05-1-409368957

6	Operating Days - Year Round	This is the number of operating days for Year Round museums only (180 days minimum).	287	
7	Operating Days per Month - Year Round	Number of operating days per month for at least 8 months for Year Round Museums only (20 days per month minimum).	24	
8	Volunteers	Number of volunteers in 2015.	53	
9	Volunteer Hours	Number of volunteer hours in 2015.	1,921	
10	Visitors - Paying	Number of paying visitors in 2015.	2,496	
11	Visitors - Non-Paying	Number of non-paying visitors in 2015.	3,068	
12	Schools - Groups	Number of school groups in 2015.	6	
13	Schools - Students	Number of students in 2015.	89	
14	Memberships - Individual	Number of individual memberships in 2015.	14	
15	Memberships - Family	Number of family memberships in 2015.	34	
16	Memberships - Institutional	Number of institutional memberships in 2015.	8	
17	Website Visitors	Number of website visits in 2015.	6,821	
18	Social Media Followers	Number of social media followers (Facebook, Twitter, etc.)	236	

4. Comments (maximum 4,900 characters)

Under staffing, I've included staff hired through grants (1 full time, and 3 part-time).

Client Provided Performance Metrics

		1. Metric	2. Description	3. Goal	
X	1				+

4. Comments (maximum 4,900 characters)

Section Y - Terms & Conditions

The Community Museum Operating Grant Program grants awarded by the Province are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form.

By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

The Province may also include other terms and conditions in the Agreement. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any grant funds to the Applicant unless:

- (a) the Minister approves the funding; and
- (b) the Applicant agrees to be bound by all of the terms and conditions of the Agreement (including those contained in the Approval Letter or Subsequent Correspondence).

All grant applications submitted to the Province are subject to the Freedom of Information and Protection of Privacy Act (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions.

The Applicant is advised that the names and addresses of applicants and recipients, the amount of grant awards, and the purpose for which grants are awarded is information the Province makes available to the public, including posting grant awards on the Province's website. Copies of the Act are available from Publications Ontario at 777 Bay Street, Toronto ON, M5G 2C8, telephone 416-585-7485 or 1-800-668-9938. The Act is also accessible online at: <http://www.e-laws.gov.on.ca/index.html>.

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Activities" means the operation of a Museum in accordance with the Regulation, including completing the objectives and achieving the outcomes described in the Regulation.

"Agreement" means the Regulation, the Application Guidelines, the Application Form including these

general terms and conditions, the Approval Letter, and any additional terms and conditions which may be imposed by the Province in Subsequent Correspondence.

"Applicant" means the non-profit corporation, council of a municipality, public library board, conservation authority, or council of an Indian Band (as defined in the *Indian Act* (Canada) that operates a Museum and is eligible for a grant under the Application Guidelines and Regulation and that has submitted the Application Form to the Province for Funds under the Program.

"Application Form" means the Grants Ontario Application Form including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

"Application Guidelines" means the Community Museum Operating Grant Program and Application Guidelines.

"Approval Letter" means the letter from the Province to the Applicant announcing the award of a grant to the Applicant under the Program.

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date of the April 1, 2016.

"Event of Default" has the meaning ascribed to it in section 14.1.

"Expiration Date" means the date of the March 31, 2017.

"Funds" means the money the Province provides to the Recipient pursuant to the Agreement.

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees and employees.

"Maximum Funds" means the maximum dollar amount of the grant as stated in the Approval Letter.

"Museum" means the institution operated by the Applicant and defined in section 1 of the Regulation.

"Notice" means any communication given or required to be given pursuant to the Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

"OHA" means the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, as amended.

"Party" means either the Province or the Recipient.

"Pay Equity Funding" means the funds given by the Province to the Recipient to assist the Recipient in meeting its obligations under the *Pay Equity Act*, R.S.O. 1990, c. P.7.

"Political Activity" means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act (Canada)*, including without limitation the support of, or opposition to, a political party or a candidate for public office.

"Program" means the Community Museum Operating Grant Program.

"Province" means Her Majesty the Queen in right of Ontario as represented by the Ministry of Tourism, Culture and Sport.

"PSSDA" means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

"Recipient" means the Applicant who has been awarded a grant under the Program and which has agreed to be bound by these general terms and conditions.

"Regulation" means *Ontario Heritage Act*, R.R.O. 1990, Regulation 877, Grants for Museums.

"Reports" means the reports described in Article 7.0.

"Subsequent Correspondence" means any correspondence relating to the Funds and/or the Activities that the Province sends to the Recipient subsequent to the Approval Letter.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Activities;
- (c) it is in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Activities, the Funds or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement; and
- (e) any Pay Equity Funding (if applicable) has been and shall be used solely for the purposes of fulfilling the Recipient's obligations under the *Pay Equity Act*.

2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to conduct the Activities successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Activities, and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all reports required pursuant to Article 7.0; and
- (h) procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 12.0, Article 13.0 or Article 14.0.

4.0 FUNDS AND CARRYING OUT THE ACTIVITIES

4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Activities;
- (b) provide the Funds to the Recipient in a single lump sum payment at a time to be determined by the Province; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2;
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (c) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Activities. The Recipient will:

- (a) carry out the Activities and use the Funds in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Activities; and
- (c) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Activities and the Province is not responsible for carrying out the Activities.

4.5 No Changes. The Recipient will not make any changes to the Activities without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds, the Province may demand from the Recipient the repayment of an amount equal to the interest.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 Funding, Not Procurement. For greater clarity, the Recipient acknowledges that:

- (a) it is receiving funding from the Province for the Activities and is not providing goods or services to the Province; and
- (b) the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.

6.0 CONFLICT OF INTEREST

6.1 No Conflict of Interest. The Recipient will carry out the Activities and use the Funds without an actual, potential or perceived conflict of interest.

6.2 Conflict of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Activities, the use of the Funds, or both.

6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

7.0 REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province the following reports with timelines and content requirements to be specified by the Province:
 - (i) a financial (revenue and expense) report for the Recipient's previous calendar year;
 - (ii) a pay equity form for the Recipient's previous calendar year, where applicable; and
 - (iii) a report on the Recipient's Activities (which would include its annual report) from the previous calendar year;
- (b) submit to the Province one of the following reports or sets of reports in accordance with the timelines and content requirements specified by the Province and depending on the Recipient institution as follows:
 - (i) an audited financial statement from the Recipient's the previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses of over \$100,000;
 - (ii) a review engagement report from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses in the previous calendar year of under \$100,000;
 - (iii) a separate audit for the Museum from the previous calendar year or a consolidated statement accompanied by actual figures from the previous calendar year, if the Recipient is a conservation authority or the council of an Indian Band (as defined in the *Indian Act* (Canada)); or
 - (iv) actuals for the Museum and a municipal audit from the Recipient for the previous calendar year or a copy of the Recipient's Financial Information Return, as reported to the Ministry of Municipal Affairs and Housing, from the previous calendar year, if the Recipient is the council of a municipality;
- (c) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (d) ensure that the reports are completed to the satisfaction of the Province; and
- (e) ensure that the reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Activities in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Activities.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Activities and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 7.2;
- (b) remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Activities, or both.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.**7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.**7.6 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).**8.0 COMMUNICATIONS REQUIREMENTS****8.1 Acknowledge Support.** The Recipient may acknowledge the support of the Province in the following manner:

- (a) by displaying:
 - (i) the following words: "The support of the Government of Ontario, through the Ministry of Tourism, Culture and Sport, is acknowledged", (the "Acknowledgement"); and
 - (ii) the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"),
- (b) by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so; and

(c) by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently.

8.2 Publicity. The Recipient will not make any public announcement, news release, advertisement or engage in any other form of publicity regarding the Funds received from the Province without the prior consent of the Province.

9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

9.1 FIPPA. The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Activities or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

10.0 INDEMNITY

10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Activities or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

10.2 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

10.3 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related

settlement negotiations

11.0 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out activities similar to the Activities would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

11.2 Proof of Insurance. The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

12.0 TERMINATION ON NOTICE

12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least 30 days' Notice to the Recipient.

12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 12.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

13.0 TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.2(c), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 13.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Activities;
 - (ii) use or spend Funds; or
 - (iii) provide one or more of the reports pursuant to sections 7.1(a) and 7.1(b), or such other reports as may have been requested pursuant to section 7.1(c);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate; or
- (e) the Recipient uses or spends Funds for Political Activity.

14.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Activities;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (h) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. If, in accordance with section 14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g) and (h).

14.5 When Termination Effective. Termination under this Article will take effect as set out in the Notice.

15.0 FUNDS UPON EXPIRY

15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

16.0 REPAYMENT

16.1 Repayment of Overpayment. If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may demand that the Recipient pay an amount equal to the excess Funds to the Province.

16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the

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Recipient; or

(b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

16.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

16.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province .

16.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

17.0 NOTICE

17.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out below, or as either Party later designates to the other by Notice:

To the Province:

Ministry of Tourism, Culture and Sport
Pan/Parapan American Games Secretariat
401 Bay Street, Suite 1700
Toronto, ON

M7A 0A7

Attention: Community Museum Operating Grant

Name: Linney Lau

Title: Culture Programs Advisor

Email: linney.lau@ontario.ca

Fax: 416-212-1802 To the Recipient:

The Recipient's mailing address, email address and fax number are set out in the Application Form, or as the Recipient later designates to the Province by Notice.

17.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

17.3 Postal Disruption. Despite section 17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

18.1 Consent. When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

19.0 SEVERABILITY OF PROVISIONS

19.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

20.0 WAIVER

20.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 17.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

21.0 INDEPENDENT PARTIES

21.1 Parties Independent. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a

relationship.

22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.

22.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

23.0 GOVERNING LAW

23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

24.0 FURTHER ASSURANCES

24.1 Agreement into Effect. The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

25.0 JOINT AND SEVERAL LIABILITY

25.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

26.0 RIGHTS AND REMEDIES CUMULATIVE

26.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

27.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

27.1 Recipient Acknowledges. The Recipient:

- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

28.1 Other Agreements. If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

29.0 SURVIVAL

29.1 Survival. The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, section 4.2(c), 4.7, section 7.1 (to the extent that the Recipient has not provided the reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 10.0, section 12.2, section 13.2, sections 14.1, 14.2(d), (e), (f) and (g), Article 15.0, Article 16.0, Article 17.0, Article 19.0, section 22.2, Article 23.0, Article 25.0, Article 26.0, Article 27.0, Article 28.0, and Article 29.0.

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Section Z - Declaration / Signing

Applicants are expected to comply with the *Ontario Human Rights Code* (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry.

Applicants should be aware that Government of Ontario institutions are bound by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31* (<http://www.ipc.on.ca/index.asp?navid=73>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the *Ontario Human Rights Code* and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Ms. Laurie Witherspoon

Treasurer

(w): 8072745323

(c):

E-mail: lwitherspoon@fort-frances.com_____
Signature_____
Date/Time Field



Grants Ontario Application Form

Community Museum Operating Grant (CMOG) 2016-2017

Grant Case # 2016-05-1-409368957

Additional Signing Authority:

Salutation:	First Name:	Last Name:	Title:
Phone Number (Work):		Phone Number (Mobile):	Email Address:

Signature

Date/Time Field

Application for 2016-17 Community Museum Operating Grant – 2015 REVENUES
Please list all revenue applied to the operation of the Fort Frances _____ museum.

1. Government Grants

- Only list grants funded by the provincial and federal governments and their agencies.
- Report municipal grants and contributions in Section 2.

Grant Name	Source	Description	Granting Agency's Portion	Museum's Portion	Total Amount
CMOG	Ministry of Tourism, Culture and Sport	Operating Grant	\$ 20,919.00	Not applicable	\$ 20,919.00
Pay Equity Grant	Ministry of Tourism, Culture and Sport	Pay Equity Grant	\$ 600.00	Not applicable	\$ 600.00
Summer Experience	s/a provincial	student grant	\$ 2,875.00		\$ 2,875.00
Summer Jobs Service	MNDM provincial	student grant	\$ 1,094.00	\$ 6,597.00	\$ 7,691.00
Young Canada Works	Federal	student grant	\$ 2,674.70	\$ 2,674.70	\$ 5,349.40
Canada Summer Jobs	federal	student grant	\$ 1,430.00	\$ 2,653.60	\$ 4,083.60
Subtotal 1 ➡			\$ 29,592.70	\$ 11,925.30	\$ 41,518.00
Subtotal 2 ➡			\$ 136,845.59		

2. Municipal Government Contribution(s)

Admissions	\$ 4,533.78
Membership fees	\$ 525.40
Special events (excluding fundraising events)	
Education programs	\$ 1,195.10
Subtotal 3 ➡	\$ 6,254.28

3. Revenue from Core Activities

4. Revenue from Other Activities

Expenses (including staff costs) incurred in the following revenue-generating activities are deemed INELIGIBLE.

	Revenue	Expenses	Net
Gift shop	\$ 823.12		\$ 823.12
Food services			\$ 0.00
Rentals	\$ 16.22		\$ 16.22
Fundraising (including fundraising events)			\$ 0.00
• individuals			\$ 0.00
• corporate			\$ 0.00
• foundation			\$ 0.00
Donations (unsolicited cash gifts)	\$ 1,759.54	Not Applicable	\$ 1,759.54
Endowment - interest earned only			\$ 0.00
Other (please specify) ▼			
1. expense recoveries - workshop fees	\$ 1,184.21		\$ 1,184.21
2.			\$ 0.00
3.			\$ 0.00
Subtotal 4 ➡	\$ 3,783.09	\$ 0.00	\$ 3,783.09
2015 TOTAL REVENUE (Subtotals 1,2,3 and 4)	\$ 176,475.66		

Application for 2016-17 Community Museum Operating Grant – 2015 EXPENSES

Eligible Operating Expenses for 2015

Do not include any expenses that were covered by a government grant or any matching funds used by the museum towards that purpose. Only expenditures directly associated with the operating of the museums should be included.

1. Salaries and Benefits

Subtotal ➡ \$ 125,342.67

2. Administration

Include the following expenses:

- ☐ Rent
- ☐ Taxes
- ☐ Insurance
- ☐ Membership development
- ☐ Staff development / training
- ☐ Professional memberships
- ☐ Accounting and audit
- ☐ Bank service charges
- ☐ Office supplies

Subtotal ➡ \$ 8,776.87

3. Maintenance

Include the following expenses:

- ☐ Utilities (heat, hydro, water)
- ☐ Communications systems (telephone, computer, Internet)
- ☐ Security system
- ☐ Repairs and maintenance (buildings, equipment, grounds)
- ☐ Janitorial supplies

Subtotal ➡ \$ 31,861.44

4. Curatorial

Include the following expenses:

- ☐ Supplies (books, periodicals, software)
- ☐ Fees (e.g. research)

Subtotal ➡ \$ 257.47

5. Conservation

Include the following expenses:

- ☐ Supplies and materials
- ☐ Fees (e.g. outside conservator)

Subtotal ➡ \$ 737.99

6. Exhibition

Include the following expenses:

- ☐ Construction/production (e.g. furnishings, graphics)
- ☐ Fees (e.g. consultants, rentals)

Subtotal ➡ \$ 1,249.89

7. Interpretation & Education

Include the following expenses:

- ☐ Supplies and materials
- ☐ Fees (e.g. consultants, performers)

Subtotal ➡ \$ 3,110.57

8. Marketing & Public Relations

(For Museums only)

Subtotal ➡ \$ 5,138.76

9. Artifact Acquisition

Include the following expenses:

- ☐ Purchases
- ☐ Custom Duty, Excise Tax
- ☐ Transportation costs
- ☐ Appraisal costs

Subtotal ➡ \$ 0.00

Grand Total Operating Expenses

\$ 176,475.66

Projected Budget Summaries for 2016

Projected Operating Revenue for 2016	Projected Operating Expenses for 2016
\$ 182,935.00	\$ 182,935.00

Community Museum Operating Pay Equity Grant Application 2016-17

Complete only if applicant received Pay Equity funding from the Ministry last fiscal year.

1. State the total amount of pay equity funding received from the **Ministry of Tourism, Culture and Sport** that was used for pay equity female job class adjustments last fiscal year.

\$ 600.00

2. Was the total amount of funding used for pay equity?

☒ Yes or ☐ No or ☐ Other ► please provide an explanation:

3. List the Pay Equity Female Job Classes below:

1. Curator - Museum Superintendent	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.

Community Museum Operating Grant reporting for year 2015

Required:

Organizational Chart for 2015 – Sherry George - curator.

One high school student worked 6 hours Saturdays through winter months, then July and August in the summer under the Summer Experience program.

Two university students were hired in the summer under two federal grants, YCW and CSJ.

Intern hired under NOIP grant to update database and manage the collection – started one-year position in late July 2015.

Separate attachments:

GOS CMOG Application Form 2015

2015 Activities Report

2015 CMOG Pay Equity Form

2015 CMOG Revenue & Expense Form

Financial Reports for Municipal Museums:

- 2015 Audited Town financial statement
- 2015 Museum Actuals (financial statement)

Museum Exhibit Policy

Exhibition and Community Standards:

- Social Media Plan
- Three-years of exhibit planning

Resolution of Council approving grant

Fort Frances Social Media Plan

GOALS

1. To keep our community current with what is happening in our museum: exhibits, events, and workshops.
2. To reach as many people as we can as quickly as possible.
3. To be relevant to a changing world – one that is tech savvy.
4. To establish two-way conversations regarding arts and culture in Fort Frances with museum supporters.

MEASURES FOR SUCCESS

To determine whether the content is helping to achieve the platform's purpose, we'll gather and evaluate the following data:

- We will use Facebook analytics to determine our primary audience and their level of engagement as Facebook is our main social media platform.
- We will determine what is used most by age group, which will allow us to select platform depending on what is going on and who we are trying to reach.
- We will use analytics to gather information on site visits, duration and frequency; using our guest book to see how they heard about our institution.

AUDIENCES

Primary audience: Patrons and General Public

Personal characteristics	Socially engaged, involved in the community, have an interest in arts and culture, frequent and occasional social media users
Computer expertise	Strong
Top audience objectives	1. Provide opportunities to learn about the history of the community 2. Boost attendance to museum events 3. Provide new experiences through programming and planned events (for all demographics)
Top obstacles to site use	1. Not everyone has time to check their social media accounts, or doesn't use what we use.

Secondary audience: Community Partners

Personal characteristics	Public organizations, local businesses or community museums in the area
Computer expertise	Fairly Strong
Top audience objectives	1. Boost attendance to community events 2. Strengthen municipal partnerships 3. Strengthen community partnerships
Top obstacles to site use	1. We are not currently re-tweeting due to time & staff limitations; others may have similar issues 2. Not all partners have a Facebook page to connect with or to follow

SITE STYLE

- We want our online personality to be Approachable, Informative, and Accessible.
- Organizations we would like to have a similar style to, include:
 - The Lake of the Woods Museum as they are a good example of another museum in the region.
 - The Peterborough Museum & Archives as they keep up-to-date on what is happening at the museum.
 - The Amherstburg Freedom Museum as they are very good with posting history of the area with “on this day” posts and sharing relevant news stories to educate their patrons.

CONTENT INVENTORY

Content	Audience	Priority	Update frequency	Description
Museum Events	1, 2	High	As needed	Opening receptions, Exhibit change-overs, Special events i.e. Friends of the Museum Wine and Cheese Gala, First Nations Fashion Show
Museum Workshops	1	High	Monthly	Saturday Adult Arts Programming Workshops and Open Studio for Children
Souvenir Advertisements	1	Medium	Seasonal	Museum souvenirs around Christmas and school year end, tourist season; Friends of the Museum souvenirs around Christmas and Father's Day
Programming	1, 2	High	Seasonal	School programs in fall and early May; summer programming: May & June
Promotional Campaign	1	Medium	Every 2 weeks	“Basil The Beaver” photographed at different heritage sites and around Fort Frances
Highlights from the Collection	1	Medium	As needed	Archival photographs and artifacts from the collection that are relevant to a historical event or museum/community event; significant donations to the collection
Promote Community Events	1, 2	Medium	As needed	Share poster advertisements posted on community organizations' Facebook page
New Articles	1	Medium	As they occur	Anything new written about the goings-on at the museum

CONTENT CATEGORIES

Category 1: Museum Events	Category 2: Programs	Category 3: Promotions
Openings, celebrations	Museum Workshops	Souvenir Advertisements
Historical events	Programming	Promotional Campaign
Category 4: Collection	Category 5: Press	Category 6: Community Events
Highlights from collection	Anything newsworthy	Community-wide events
	News articles	Holiday/seasonal events

Fort Frances Exhibit Planning Form

Purpose (as outlined in exhibition policy): To communicate to the public the significance of the community and regions’s heritage through appropriate display of the collection.

Notes: As per our policy, it is very important to the Fort Frances Museum that we research, design and create exhibits that will be of interest and have relevance to our community and surrounding area. That being said, we do have limited resources.

Our Museum operates with one full-time staff. When planning, designing and constructing exhibits, an effort is made to recruit volunteer help. Assistance can be found for specific tasks – moving heavy pieces, set up and take down, but typically one person does it all, so ‘strike exhibit team’ ‘build scale model’ ‘drawing package for fabricators’ etc, as suggested in museum exhibit sample, do not often happen.

Exhibit budget has remained at \$4000 for a number of years. Local citizens and/or businesses who have a connection with an exhibit are asked to help fund an opening reception, pay for advertising, etc, but this only happens in the case of a special exhibit. So things like ‘tender 2D and 3D packages’ ‘review mount design’ ‘compile fabrication estimates’ rarely takes place.

The Fort Frances Museum takes time with its exhibit planning, in particular to ensure that exhibit topics meet our mandate, that selected collection pieces are cared for to museum standards, and that subject material is properly researched and sources documented. We also make particular effort to be accessible to everyone in our community.

On the table below are the exhibits we’ve planned for the next 3 years. The table on page 2 shows our exhibit planning form – a blank template. On pages 3-5 are what has been planned thus far for three exhibits: the Fibre Arts Festival planned for the fall of this year; Freemasonry, a traveling exhibit booked for January to March 2017; and Transportation through 150 years, our Canada 150 exhibit.

S. George, curator.

Fort Frances Three-Year Exhibit Plan

Year	January	February	March	April	May	June	July	August	September	October	November	December
2016 - main	Portrait Photography – in house				Rainy River Roots – early area settlement – in house				Breast health	Loan: Battle of Hong Kong	Threadworks: Flashback - loan Wellington County	
Small gallery	Lions peace posters - community					The Queen - in house			Fibre Arts Festival – our first juried fibre arts exhibit – in house			
2017 - main	Free Masonry – a history hidden in plain sight - loan Bruce County			Transportation through 150 years (still working on a catchy title) – our Canada 150 exhibit Canoe & snowshoe, steamboat and train, auto and bush plane, and yes, all modes recreational! mostly in house, but loan from Lake of the woods museum on bushplanes for summer							Fashion thru the Decades -loan Costume Museum of Canada	
Small gallery	Why the mystery? secret societies – in house										Hats, hats and more hats! In house	
2018 - main	Fort Frances Museum – 40 th anniversary in house				Residential School System – loan from LOW museum also in-house component					Have inquired re war exhibit – traveling War Museum of Canada		
Small gallery	Keep it hanging around – museum fundraiser								WWI local veterans histories – in house ongoing research project			
2019 - main		Fibre Content – loan Fibrations, non-profit										
Small gallery												

Fort Frances Exhibit Planning Form – blank template

Initial Concept					
What? Fulfils mandate how? Does it further our goals/long term plans? Who is our main audience?	When? Tourist season or off-season? Schools?	Partners?	Funding? Grant possibilities Corporate sponsors Budget	Issues? Cultural considerations?	Board input
Planning & Development					
Research Sources?	Loan contracts Artifact selection Proper labeling	Photos & document selection Labeling & copyrights	Technical aspects Video/audio support	Special considerations Security	Timeline
Design					
Build storyline & write text Colour & design themes	Programming Who are primary targets? Workshop possibilities? Speakers?		Prepare artifacts Any conservation issues? What needs to be encased/secured?	Marketing Newspaper, radio, posters, social media email schools, newsletter	Timeline
Fabrication					
Final edit Print text panels	Room flow Accessibility	Build/locate props	Plan opening Evening or afternoon, refreshment, admission? Marketing		Timeline
Installation, Execution & Follow-up					
Dates for set up Help required?	Is exhibit accessible to all? Inclusive to all visitors?	Lighting & sound checks	Finalize opening	Evaluations: Goals met? Recommendations?	

Exhibit Planning Form - Fibre Arts Festival, Sept – Dec 2016

Initial Concept – two years ago, we invited fibre artists to submit samples of what they do for a local exhibit. The number of pieces and their quality were astounding. With input from our local artists and artisans, we have decided that a juried art show was in order. “The Fort Frances Museum and Cultural Centre will be an inviting place that allows for people participation. It will provide a centre where organizations involved in Arts & Crafts, and cultural pursuits may meet to develop their talents and enable them to foster an appreciation within the community of the cultural contribution of these groups.”

What? Juried local fibre arts festival – open to community Fulfils mandate how? – supports heritage arts & crafts Does it further our goals/long term plans? – provides a venue for artisans who could not exhibit otherwise Who is our main audience? – other crafters, our community at large, learning artists	When? Fall of 2016 off-season as will be best supported by our community Schools? possibly	Partners? Local guilds (quilters, rughookers, weavers) Native craft store?	Funding? Entry fees Grant possibilities – not this round Corporate sponsors - possibly Budget – requires little budget	Issues? Cultural considerations? Want to be inclusive to FN beaders and those who make/design regalia and more modern clothing. Have sent info sheets to those who participated in native fashion show.	Board input – involved in planning
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Planning & Development

Research –around history of fibre artists at local level Sources?	Loan contracts – forms for those who submit pieces Artifact selection – perhaps a few to lend interest Proper labeling – forms to give credit to artists, their media, design choices	Photos & documentation – for advertising purpose and during the exhibit Labeling & copyrights -	Technical aspects – proper lighting & support Video/audio support – n/a	Special considerations – good signage around ‘no touching’ Security Judging - confirm	Timeline – fall of 2014, 2015
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Design

Build storyline & write text – intro, some explanation & history Colour & design themes –may wait to see submissions	Programming – recruit some crafters to lead workshops Who are primary targets? – other crafters, children and adults Workshop possibilities? Rughooking confirmed√ Weaving? Beading? – some leads Speakers? – for opening	Prepare artifacts –some collection pieces such as spinning wheel, Any conservation issues? -no What needs to be encased/secured? Decision will be made once pieces submitted.	Marketing – initial article and posters in fall 2014√ Website post in 2015√ Facebook posts in 2016√ Posters updated 2016√ Newspaper ad ready, Newsletter articles 2014√ 2015√ & 2016√	Timeline – 2015/16
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Fabrication

Final edit – Aug 2016 Print text panels	Room flow Accessibility	Build/locate props – if necessary	Plan opening Evening or afternoon, refreshment, admission? – early Sept?	Timeline
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Installation, Execution & Follow-up

Dates for set up – late Aug 2016 Help required? Yes, Deb, students	Is exhibit accessible to all? Inclusive to all visitors?	Lighting & sound checks – n/a	Finalize opening	Evaluations: Goals met? Recommendations?
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Exhibit Planning Form – Free-Masonry, A History Hidden in Plain Sight, Jan – Mar 2017

Initial Concept – Our museum can rarely afford a traveling exhibit. However there is a need. Not everyone in our community has the opportunity to experience larger exhibits. “The Museum will collect, or bring in for display, a limited amount of material from outside the territorial limits mentioned above; such material will be relevant to the development of this area and this country, or will be of significant educational value.”

What? Exhibit loan from Bruce County Fulfils mandate how? – supports museum’s goal for bringing the occasional traveling exhibit here, enables those with limited means to see what’s out there, Does it further our goals/long term plans? – provides background on the freemasons, their importance to history and events today, outlines many prominent persons in Canada and world	When? Jan – Mar 2017 off-season as will be best supported by our community Schools? Possibly, will gage interest	Partners? Local masons	Funding? Grant possibilities – applied for MAP funding for transportation costs – Apr 2016 Corporate sponsors – Masons? Budget – Costlier than in-house, if not MAP funding, then may require some additional funds	Issues? Cultural considerations? No	Board input – aware, past committee member, a mason
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Planning & Development

Research –around masonry history at local level Sources? Masonic lodge Need to separate from loan as nothing can be added, perhaps upstairs Also looking at ‘Why the Mystery?’ secret societies through history	Loan contracts/deposit – signed Artifact selection – none in house, may borrow with permission from Masonic Lodge for upstairs exhibit area Proper labeling –	Photos & documentation – none Labeling & copyrights – none yet	Technical aspects – proper lighting & support Video/audio support – n/a	Special considerations – good signage around ‘no touching’ Security	Timeline – 2016
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Design

Build storyline & write text – local history for upstairs only Colour & design themes –	Programming – could develop some fun programming around secret societies for upstairs, all ages Who are primary targets? –workshops/speakers for adults? Speakers? – from Masonic Lodge	Prepare artifacts –as indicated in contract Any conservation issues? –as indicated in contract What needs to be encased/secured? Provided	Marketing – article Dec Website post - fall 2016 Facebook posts - fall 2016 Posters - fall 2016 Newspaper ad ready, Newsletter articles fall 2016	Timeline – fall 2016
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Fabrication

Borrowed exhibit	Room flow Accessibility	Build/locate props –	Plan opening Evening or afternoon, refreshment, admission? – Jan?	Timeline
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Installation, Execution & Follow-up

Dates for set up – early Jan 2017 Help required? Yes, movers	Is exhibit accessible to all? Inclusive to all visitors?	Lighting & sound checks –	Finalize opening	Evaluations: Goals met? Recommendations?
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Exhibit Planning Form – Transportation through 150 Years

Initial Concept – For Canada 150, we wish to establish an exhibit theme that would focus on our rich past in a way that could be celebrated by all of our community. A transportation theme will allow us to do that. “The Fort Frances Museum will seek to stimulate pride in, understanding of, and appreciation for the history, the people and the achievements within this area.”

What? Fulfils mandate how? Important local history Does it further our goals/long term plans? yes Who is our main audience? All age groups, all cultures, tourists	When? Apr thru Oct 2017 Tourist season or off-season? Spans both Schools? Yes, curriculum	Committee - yes Partners? Several: FN, Métis, local clubs (skiing) Key people: past bush plane business owners, boat builders, past photo studios, commercial fisherman	Funding? Grant possibilities Corporate sponsors Budget	Issues? Enough manpower? Cultural considerations? Ensure information is sensitive to all	Board input - yes
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Planning & Development

Research – steam boats, boat builders, commercial fishing, M.Kenney’s diary, Galbraith video Sources?	Loan contracts – bush planes LOW museum - booked Artifact selection Proper labeling	Photos & documentation – pulling together Labeling & copyrights	Technical aspects Video/audio support	Special considerations Security	Timeline - 2016
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Design

Build storyline & write text Colour & design themes	Programming Who are primary targets? All age groups, schools Workshop possibilities? Yes, unconfirmed Speakers? Yes, unconfirmed	Prepare artifacts Any conservation issues? What needs to be encased/secured?	Marketing Newspaper, radio, posters, social media email schools, newsletter	Timeline – late 2016
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Fabrication

Final edit Print text panels	Room flow Accessibility	Build/locate props	Plan opening Evening or afternoon, refreshment, admission?	Timeline – early 2017
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Installation, Execution & Follow-up

Dates for set up Help required?	Is exhibit accessible to all? Inclusive to all visitors?	Lighting & sound checks	Finalize opening	Evaluations: Goals met? Recommendations?
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2015 Activities Report includes partnerships & accomplishments

Standard	OBJECTIVES	Goals Reached
Governance/Policy/ Planning	Continue facilitating Museum Advisory Committee; Following governance training, encourage more committee involvement in museum goal setting and outcomes, and willingness to provide leadership & accept responsibility.	With addition of two new positions and town councillor on committee, and a better understanding of their role, seeing more interest in what happens at the daily level, and a greater involvement in finding solutions (rather than saying ‘this should happen). Better representation for museum to council.
Finance	Find, prepare, and report on funding for staff employment and museum development, specifically an intern position. Actively working with Friends group on fundraising opportunities. Continue to build memberships & increase visitor numbers.	Approved for CMOG, 4 student grants, and an intern position through NOHFC (collections management). “Friends of the Museum” held 4th fundraising gala; attendance increasing. Memberships and donations up. Budgeted for additional moveable storage units and interactive programming.
Collections Management	Seek council approval for collections management intern to provide missing information in database (artifact history, condition, location in museum) and make recommendations as to storage solutions.	Hired a collections management intern (NOHFC). Proceeding with inventory of collection and inputting missing data (i.e. storage location & history). Ensuring standards are met for care and storage. Reviewing storage space & options for maximizing what we have.
Exhibitions	Continue with local exhibit themes, art and local stories. Looking at funding options to bring in a traveling exhibit, and another to buy tablets to enhance the museum experience. Seek partnerships with Royal Canadian Legion for veterans exhibit and local construction company for Causeway exhibit.	Successful veterans exhibit held over; public input continues. Researched and created Noden Causeway story for its 50th anniversary. Showcased rughooking curated by Adv Com chair (instructs rughooking); pieces collected from across Ontario. Updated permanent exhibit: improved room flow, switched out some pieces. Investigation into interactive programming continues, including grant opportunities. Partnerships successful.
Interp/Education	Continue to develop programming for all age groups. Partner with Friends of the Museum group to pay for artist costs and advertising for Saturday arts programming.	Started winter arts programming geared to adults (12 and up) and open studio for children & families. Local artists lead classes — well attended. Planning for First Nations fashion show, both traditional and modern (partnered with 3 First Nations business women). Partnered with high school history teacher to host lecture series—WWII. Partnering with fibre artists on upcoming juried festival.
Research	Continue to add to our research library with current works. Complete research on collection, exhibits, and community requests. Recruit volunteers to assist with research requests.	Volunteers continue work on local WWI and II veteran stories, adding an additional 300 veterans. At least half are bound and available to the public. Proofing on others continues. Extensive research completed on Noden Causeway. Research for Canada 150 exhibit ideas underway. Other research as requested.
Conservation	Continue to assess and make recommendations on collection care and storage needs. Ensure database entries are complete. Set aside funding for additional moveable storage.	Additional moveable storage & freezer purchased and installed. Collection reorganized to ensure best use of space. Large items in walkways moved to shelves. Assisted with community conservation efforts for local murals.
Physical Plant & Maintenance	Continue monitoring & assessing facility. Oversee housekeeping and maintenance as needed.	Miscellaneous ongoing repairs as needed. I.e. furnace.
Community, Marketing, Public Relations	Ensure museum open and providing service; raise community awareness through various events. Develop partnerships with community. Work with Friends on various activities meant to promote museum. Continue to work with Genealogy and writing groups.	With other community partners, continued with tea & scones in summer. With financial assistance from Friends, organized family carnival in winter, produced a souvenir line, ran Saturday arts programming all winter for adults and children. Partnering with local Native Crafts Store and designers on upcoming Native fashion show. Media coverage up. Great feedback from community.
Human Resources/ Training—Staff Development	Continue to access training as it comes available while keeping travel costs to minimum. Provide required OH&S and other on-site training. Continue to lobby for additional staffing.	Successful in obtaining an intern. Curator attended AMM annual conference in Winnipeg, a cultural heritage workshop in Kenora, and Culture Talks in Thunder Bay. Curator completed supervisor & ergonomics training. Summer staff received orientation / job-specific training.

G/L ACCOUNT	DESCRIPTION	2015 ACTUAL	2015 ANNUAL BUDGET	\$ VARIANCE COLUMNS 1:2	% VARIANCE COLUMNS 1:2
G GENERAL FUND					
791 MUSEUM					
G-791-0330-0589	EXPENSE RECOVERIES	363.76-	500.00-	136.24-	27.25
G-791-0330-0592	RENTS & LEASES	16.22-	0.00	16.22	100.00
G-791-0330-0593	PROGRAM ACTIVITY FEES	510.70-	500.00-	10.70	2.14-
G-791-0330-0644	DAILY ADMISSION FEES	4,533.78-	4,000.00-	533.78	13.34-
G-791-0330-0661	SOUVENIR SALES	823.12-	1,000.00-	176.88-	17.69
G-791-0430-0411	EXPERIENCE GRANT	2,875.00-	2,688.00-	187.00	6.96-
G-791-0430-0422	MNDM	1,094.00-	500.00-	594.00	118.80-
G-791-0430-0444	MCTR GRANTS	21,519.00-	21,500.00-	19.00	0.09-
G-791-0430-0513	FEDERAL STUDENT GRANT	4,104.70-	5,000.00-	895.30-	17.91
G-791-0430-0589	EXPENSE RECOVERIES	820.45-	500.00-	320.45	64.09-
G-791-0430-0593	PROGRAM ACTIVITY FEES	684.40-	250.00-	434.40	173.76-
G-791-0430-0632	DONATIONS	1,759.54-	8,500.00-	6,740.46-	79.30
G-791-0430-0641	MEMBERSHIPS	525.40-	1,000.00-	474.60-	47.46
G-791-1101-1110	DISTRIBUTED SALARIES/WAGES	1,241.21	2,000.00	758.79	37.94
G-791-1101-1111	DISTRIBUTED BENEFITS	7.16	660.00	652.84	98.92
G-791-1101-1113	OVERTIME/SHIFT/RECALL	698.94	2,500.00	1,801.06	72.04
G-791-1101-1114	LEAVE (BER, SICK, OTHER)	1,057.69	300.00	757.69-	252.56-
G-791-1101-1115	VACATION, STATS, ETC.	9,704.06	7,642.00	2,062.06-	26.98-
G-791-1101-1120	SALARIES/WAGES	60,403.86	62,607.00	2,203.14	3.52
G-791-1101-1121	DISABILITY-LONG & SHORT	2,466.55	2,240.00	226.55-	10.11-
G-791-1101-1122	WSIB	366.06	376.00	9.94	2.64
G-791-1101-1123	CPP	3,874.49	3,622.00	252.49-	6.97-
G-791-1101-1124	E I	2,171.49	2,241.00	69.51	3.10
G-791-1101-1125	DENTAL, VISION, EXT HEALTH	3,855.88	4,000.00	144.12	3.60
G-791-1101-1126	O.M.E.R.S.	6,116.85	6,200.00	83.15	1.34
G-791-1101-1127	LIFE INSURANCE	347.94	298.00	49.94-	16.76-
G-791-1101-1129	EMPLOYER HEALTH TAX	1,982.68	2,038.00	55.32	2.71
G-791-1101-1130	PART TIME SALARIES & WAGES	32,296.18	37,000.00	4,703.82	12.71
G-791-1200-1251	TELEPHONE & COMMUNICATION	2,542.95	4,000.00	1,457.05	36.43
G-791-1200-1252	POSTAGE, FREIGHT, COURIER	204.55	500.00	295.45	59.09
G-791-1200-1260	MEMBERSHIPS	638.40	600.00	38.40-	6.40-
G-791-1200-1261	SUBSCRIPTIONS & PUBLICATIONS	257.47	500.00	242.53	48.51
G-791-1240-1110	DISTRIBUTED SALARIES/WAGES	1,169.25	2,000.00	830.75	41.54
G-791-1240-1111	DISTRIBUTED BENEFITS	385.86	660.00	274.14	41.54
G-791-1240-1416	NATURAL GAS	2,406.08	2,200.00	206.08-	9.37-
G-791-1240-1420	ELECTRICAL POWER	10,384.61	9,000.00	1,384.61-	15.38-
G-791-1240-1421	WATER & SEWER	1,272.72	1,600.00	327.28	20.46
G-791-1240-1470	CLEANING/JANITORIAL SUPPLIES	429.22	750.00	320.78	42.77
G-791-1240-1471	MATERIALS	186.95	750.00	563.05	75.07
G-791-1240-1523	CONTRACTED WORKS	3,795.63	5,000.00	1,204.37	24.09
G-791-1240-1524	JANITORIAL CONTRACT	6,227.76	6,230.00	2.24	0.04
G-791-1240-1557	BUILDING MAINTENANCE SERVICE	2,253.94	3,700.00	1,446.06	39.08
G-791-1240-1580	INSURANCE	2,329.16	2,373.00	43.84	1.85
G-791-1400-1405	MATERIALS - SOUVENIRS	0.00	500.00	500.00	100.00
G-791-1400-1408	DISPLAY SUPPLIES	1,249.89	4,000.00	2,750.11	68.75
G-791-1400-1410	OFFICE SUPPLIES	3,172.59	2,500.00	672.59-	26.90-

MAY 2, 2016
4:04 pm

TOWN OF FORT FRANCES
FINANCIAL STATEMENT
JANUARY, 2015 TO DECEMBER, 2015

PAGE: 2
LAURIE WITHERSPOON

G/L ACCOUNT	DESCRIPTION	2015 ACTUAL	2015 ANNUAL BUDGET	\$ VARIANCE COLUMNS 1:2	% VARIANCE COLUMNS 1:2
G-791-1400-1426	CONSERVATION EXPENSES	737.99	2,000.00	1,262.01	63.10
G-791-1500-1523	CONTRACTED WORKS	0.00	500.00	500.00	100.00
G-791-1500-1530	TRAVEL	82.68	500.00	417.32	83.46
G-791-1500-1531	CONFERENCES & COURSES	938.79	1,000.00	61.21	6.12
G-791-1500-1543	EQUIPMENT LEASE & MAINTENANCE	449.55	500.00	50.45	10.09
G-791-1500-1582	LICENSES	601.92	600.00	1.92-	0.32-
G-791-1500-1591	ADVERTISING & PUBLIC NOTICES	5,138.76	2,200.00	2,938.76-	133.58-
G-791-1500-1593	EVENTS & ACTIVITIES EXPENSE	3,110.57	4,500.00	1,389.43	30.88
G-791-1520-7050	LAND IMPROVEMENTS	7,960.15	0.00	7,960.15-	100.00
G-791-1520-7100	BUILDINGS	68,725.43	0.00	68,725.43-	100.00
G-791-1520-7400	FURNITURE & FIXTURES	784.48	0.00	784.48-	100.00
G-791-1520-7600	COMPUTER HARDWARE	1,254.11	0.00	1,254.11-	100.00
G-791-1520-7625	COMPUTER HARDWARE POOLED	1,268.73	0.00	1,268.73-	100.00
G-791-1600-1662	FOREIGN EXCHANGE	82.67-	0.00	82.67	100.00
** TOTAL REVENUE **		39,630.07-	45,938.00-	6,307.93-	13.73
** TOTAL EXPENSE **		256,468.56	192,387.00	64,081.56-	33.31-
791 MUSEUM		216,838.49	146,449.00	70,389.49-	48.06-
** TOTAL REVENUE **		39,630.07-	45,938.00-	6,307.93-	13.73
** TOTAL EXPENSE **		256,468.56	192,387.00	64,081.56-	33.31-
G GENERAL FUND		216,838.49	146,449.00	70,389.49-	48.06-
** TOTAL REVENUE **		39,630.07-	45,938.00-	6,307.93-	13.73
** TOTAL EXPENSE **		256,468.56	192,387.00	64,081.56-	33.31-
***** GRAND TOTAL *****		216,838.49	146,449.00	70,389.49-	48.06-



REPORT

TO: Mayor Avis & Council

FROM: Shawna McRitchie, Children's Complex Superintendent

DATE: Tuesday, May 17, 2016

RE: Children's Complex St. Michael's Program Expansion

In August of 2015, St. Michael's School re-introduced French Emersion to their Programming. The re-implementation of French Emersion created an increase in Enrollment and with that created an increase the number of families looking for Before and After School Care.

This increase has created the need for the Children's Complex to expand its programming with the Northwest Catholic District School Board. The waitlist shows a need to create a minimum of 30 child care spaces. Children enter into the School based programs at approximately 4 years of age and can continue until the age of 12. St. Michael's School accommodates children from Early Learning 1 (Junior Kindergarten) to grade 3 (approximately 8 years of age) Children in grade 4 transition to St Francis School for Grade 4 through 8.

This creates not only the opportunity to expand at St Michaels school but transition into care at St Francis (The current waitlist has 17 Children who attend or will be attending St Francis in the Fall of 2016) the ratio for St Frances would increase to a 1 to 20 ratio due to the higher ages of the children. The creation of a St Francis program would allow for the older children to feel more independent and more accepting of the Program. Their overall development would be fostered in an older group setting, where they would be surround by age appropriate materials and equipment.

The Children's Complex strives to continue to meet the ever changing needs of the community and as a results expansions are a necessity in this endeavour.

Date: June 13th, 2016

Report To: Planning & Development Executive Committee & Community Services Executive Committee.

From: Patrick Briere, By-Law Enforcement Officer

Re: Traffic Control By-Law Amendments for Fort Frances Children's Complex.

The By-Law Enforcement Department has received parking concerns from the Fort Frances Children's Complex in regards to designating Handicap Parking Stalls within their parking lot for use by a staff member and customers accessing their services. This department upon review of the Traffic Control By-Law #21/14 discovered that Handicap Parking Stalls were never designated in the By-Law for this building. Going forward to ensure that these locations are fully accessible to our staff and customers, this department is requesting to have the following added into the Traffic Control By-Law #21/14:

TOWN OF FORT FRANCES

BY-LAW NO. 21/14

HANDICAPPED PARKING ONLY

SCHEDULE "C"

NO.

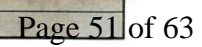
25. The First two (2) designated parking stalls located South of the Main Entrance to the Fort Frances Children's Complex.

By-Law Enforcement is asking the Planning & Development Executive Committee with input from Community Services Executive Committee to recommend that Council approve the amendments to the Traffic Control By-Law #21/14 and authorize an amendment by-law for signing by Mayor and Clerk.

Respectfully submitted,



Patrick Briere
By-Law Enforcement Officer





[12.4]

RAINY RIVER DISTRICT SCHOOL BOARD

MOVED

[Signature]
[Signature]

RESOLUTION NO.

225

SECONDED BY

[Signature]

FORT FRANCES, Ont. June 7, 2016

That the Rainy River District School Board support the amendments to the draft St. Francis Sportsfield Agreement as presented.

CARRIED

[Signature]

Chairman

DEFEATED

Chairman

TABLED

Chairman

JOINT USE AGREEMENT

This agreement made this ~~10th day of May 2004~~ 9th day of May 2016.

BETWEEN:

The Northwest Catholic District School Board
(Hereinafter called the "Catholic Board")

And

The Corporation of the Town of Fort Frances
(Hereinafter called the "Town")

And

The Rainy River District School Board
(Hereinafter called the "Public Board")

Where necessary, the term School Boards, may be substituted for the terms Catholic Board and Public Board.

WHEREAS the three parties are desirous of entering into an agreement for the joint use of the outdoor facilities located at:

1. St. Francis School
2. Fort Frances High School

which shall be referred to as the St. Francis Sports Fields consisting of the St. Francis playing fields and Westfort field. including the development of the Multiuse Courts.

Now, therefore, it is agreed by and between the parties hereto as follows:

1. Management

That a management committee, consisting of two individuals from each party, be struck to oversee the operation of the facilities and that the committee be empowered to develop and maintain its own procedures relative to the committee's assigned responsibilities.

(RRDSB – Travis Enge, Shane Bliss; NCDSB – Brenden Hyatt, Toby Munro; TOFF – Jason Kabel, ?)

2. Terms and Access

a. School Boards

The School Boards shall have use of the Sports Fields facility between the hours of 8:00 a.m. and 5:00 p.m. during days that school is in session as required by the Ministry of Education, and any other statutes of the Province of Ontario and at other times for activities sponsored by the School Boards.

The School Boards shall have first right of access to that portion of the Sports Fields facility located on their respective properties while the Town shall have second right

of access. In order to maximize usage and eliminate scheduling conflicts the Town will assume responsibility for scheduling and issuing of permits to all users. All schedules will be completed at the Memorial Sports Centre by completing a Facility Use Application form. If the application is approved a permit will be issued by the Town ~~stating starting dates~~ affirming dates, times and facility(s) that have been authorized.

b. Municipal Use

The Town shall have use of the Sports Fields between the hours of 5:00 p.m. and 11:00 p.m. during the months of September to June and between the hours of 7:00 a.m. and 11:00 p.m. during the months of July and August except on those days as provided in section 2a.

- c. This agreement may be terminated at any time the three parties agree the Sports Fields facilities are no longer usable, or upon written notice by any party at any time after the year ~~2013~~ 2036.
- d. It is understood and agreed that the parties for the purposes of using the Sports Fields facilities shall have right and direct access to the lands on which the Sports Fields facilities are located.

3. Operating Regulations

- a. When a program, activity and/or event is scheduled which involves the use of the Sport Fields facilities, each party shall be fully responsible for the provision of all supervisory or other staff required during its respective program, activity and/or event.
- b. Each party shall carry liability and property damage insurance of at least \$6,000,000.00 to protect itself from claims arising out of its use of the Sports Fields facilities.
- c. Each party shall arrange to have the other parties to this Agreement named as Additional Insured's with respect to claims that arise of their use of the property and responsibilities under this ~~Shared-Use~~ Joint-Use Agreement. Certificates of Insurance shall be exchanged by the parties to this Agreement upon signing.
- d. Each party shall occupy the premises in a careful, safe, lawful and proper manner, and shall so conduct its activities in or about the Premises as not to endanger any property and any person thereon; and with the sole exception of claims arising entirely by reason of an Act of God, shall indemnify and save harmless the other parties to this Agreement, against any and all claims and costs arising in any way of their responsibilities under this ~~Shared-Use~~ Joint-Use Agreement, or out of their occupation of the premises, unless caused by the negligence of one of the other Parties of this Agreement.

4. Site Development

The location, type and installation of any playground facility and/or building are subject to final approval of the respective school board in whose name ownership of the property is held.

5. Alcohol and Drug Consumption

No alcohol or drug consumption is permitted on these fields at any time.

6. Maintenance Costs

The Town shall be primarily responsible for the maintenance and operating costs of the St. Francis Sports Fields facility.

It is agreed that each party shall contribute, as budgeted from time to time, towards the capital costs of maintaining and equipping the Multiuse Courts.

The RRDSB Board shall be primarily responsible for the periodic maintenance of the low-maintenance Multiuse Courts during daytime hours for school board use.

The Town shall be primarily responsible for the periodic maintenance of the low-maintenance Multiuse Courts during evening hours, days when school is not in session as provided in section 2a, and for the utility costs associated with lighting the courts.

7. Review Process

All parties agree to conduct a review of the Sports Fields facility, through the use of an ad hoc committee, with a two representatives from each party, to determine the adequacy of the facility in meeting the needs of the school and community programs.

This review is to be held annually or as necessary, commencing in 2004 2016, with a written report submitted by the Committee to each party.

8. Dispute Resolution

- a. Where the management committee is unable to reach an agreement on those matters requiring an immediate resolution, the dispute shall be submitted to a Tripartite Committee consisting of the appropriate supervisors from the senior administration of each party. The tendering of the dispute to the Tripartite Committee may be in writing or presented verbally.
- b. Where the parties cannot resolve the dispute, as per article 8a, then the dispute shall be submitted to the tripartite committee whose members shall include the Chief Executive Officer of each party.
- c. In the event the parties are unable to resolve the dispute as per section 8b, the issue shall be submitted, in whole or in part, as agreed to by the Tripartite Committee established in section 8b, to their respective elected representatives for their consideration and direction.
- d. If there are matters remaining in dispute, then the parties agree to submit the issue(s) to a third party for final resolution.

9. Use

- a. The parties may consult each other in relation to the use of present and future school buildings, recreation centres and park lands that may be available for recreational purposes.
- b. The school boards reserve the right to withhold future development of any lands configured within the designated property during the term of this agreement if the building requirement of the school boards requires use of the land. Consideration of community based facilities will be incorporated into any planning requirements.

10. Any notice required or permitted to be given hereunder, shall be sufficiently given if served personally, or may be given by registered mail postage prepaid addressed to:

The Directors of Education at:

Northwest Catholic District School Board
555 Flinders Avenue
Fort Frances, ON
P9A 3L2

Rainy River District School Board
522 Second Street East
Fort Frances, ON
P9A 1N4

And the Clerk at:

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

and if mailed as aforesaid, the notice shall be deemed to have been received and be effective on the first business day after mailing. Either party may change its address for service at any time by notice given to the other in the manner aforesaid.

11. This agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

NORTHWEST CATHOLIC
DISTRICT SCHOOL BOARD

TOWN OF FORT FRANCES

Chairman

Mayor

Director of Education

Clerk

RAINY RIVER
DISTRICT SCHOOL BOARD

Chairman

Director of Education

SISTER KENNEDY CENTRE
401 NELSON STREET
FORT FRANCES, ONTARIO
P9A 3B5
807-274-7656



Mayor and Council
Town of Fort Frances
320 Portage Avenue
Fort Frances, ON
P9A 3P9

May 20, 2016

Dear Mayor and Council:

The District 1A Senior Games for residents of the Kenora/Patricia and Rainy River districts will be held in Fort Frances this year on June 7 and 8. We anticipate attendance of approximately one hundred people to participate in the Games. Winners of the Games will be eligible to compete in the Ontario Senior Games which are being held in Midland in August of this year.


We would appreciate the Town's financial support in the amount of \$2.00 per participant to help to defray the expenses involved in mounting the Games.

Thanking you for your consideration,

Sincerely

Irene Laing
District 1A Senior Games Committee

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.

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.

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

Forces armées canadiennes
David.small2@forces.gc.ca / Tél. : 807-468-6749



MG_8478.jpg Licence Agreement Ex Gunner Outreach.doc

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: (i) 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: _____