

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - April 15, 2019 10:30 AM

MEETING - Memorial Sports Centre - '52 Canadians Meeting Room

| | Page |
|--|---------|
| 1. <u>CALL TO ORDER (Session #008)</u> | |
| 2. <u>APPROVAL OF AGENDA (Call for Non-Agenda Items)</u> | |
| 3. <u>DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF</u> | |
| 4. <u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u> | |
| 4.1 Community Services Executive Committee - April 1, 2019 | 2 - 3 |
| 5. <u>ITEMS REFERRED FROM COUNCIL</u> | |
| 5.1 Relay for Life Request - Use of East End Hall | 4 - 6 |
| 5.2 Chem Free Grad Donation Request | 7 - 8 |
| 5.3 Fort Frances Canadian Bass Championship Request | 9 - 13 |
| 6. <u>NEW BUSINESS</u> | |
| 6.1 Canteen Agreement | 14 - 25 |
| 6.2 Museum Fees - Summer Exhibit | 26 - 28 |
| 7. <u>NON-AGENDA ITEMS</u> | |
| 8. <u>INFORMATION</u> | |
| 8.1 Next Meeting - May 6, 2019 (Fort Frances Senior Centre) | |
| 9. <u>ADJOURNMENT</u> | |

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #007

April 1, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Fort Frances Public Library Technology Centre on April 1, 2019 from 10:30 a.m. to 11:46 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown - CAO, Jason Kabel - Community Services Division Manager

1 CALL TO ORDER (Session #007)

A. Hallikas called the meeting to order at 10:30 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- Approved as circulated.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

R. Wiedenhoeft declared a conflict of interest with item, 6.2 Staff Discounts, and did not participate in the discussion of that item.

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - March 4, 2019 - **Approved as circulated.**

5 ITEMS REFERRED FROM COUNCIL

- 5.1 8th Street Trails Request - Christine Kent - The committee recommends to the Planning & Development Committee to consider the following with there recommendation to Mayor & Council:
- Have the proposed new trail GIS mapped and provided to the committee prior to giving the authorization to start clearing.
 - Have Trish Law meet with Ms. Kent and trail groomer Mr. McLeod regarding GIS options for a new trail mapping.
 - Determine if the proposed expansion is Town or Crown land.
 - Ensure Ms. Kent and any volunteers sign a liability waiver prior to commencement of any trail clearing.
 - Ensure the Town's Tree Removal policy is adhered to.

6 NEW BUSINESS

- 6.1 Pool Closure for Members - The Committee recommends, without precedent, that memberships may be suspended for pool users for the scheduled pool shut down in 2019 (July & August for 9 weeks) upon request to do so by individual members.
- 6.2 Staff Discounts - No recommendation at this time, this item will be considered at a future meeting.
- 6.3 Ice Rental Philosophy - The Committee agreed to the following philosophical operational procedures with regards to ice rental:
- Season start - user groups should have the option to determine when their season commences.
 - Season end - user groups should have the option when their season concludes.
 - Weather cancellations - exceptions may be made to reallocate ice.
 - Playoff changes - exceptions may be made to reallocate ice.
 - Changes to allotted ice time allowed twice per year (September 15th & December 15th) as stated in the facility rental policy.

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

- 8.1 Gymnastics Proposal - verbal update

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 11:46 a.m.

A. Hallikas, Executive Committee Chair

J. Kabel, Manager of Community Services

REPORT

TO: Community Services Executive Committee
FROM: Jason Kabel, Community Services Division Manager
DATE: April 12, 2019
RE: **Relay for Life Request - Use of East End Hall**

At the regular meeting of Council on April 8, 2019 the attached request from the Relay for Life Committee was referred to the Community Services Executive Committee.

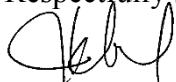
The Relay for Life Committee is seeking in-kind use of the East End Hall on on May 3rd 8:30am until May 4th 8pm or May 10rd 8:30am until May 11th 8pm to host a fundraising garage sale.

The user fees for a two-day rental of the East End Hall is $95.75 + 12.45\text{HST} = \108.20 .

Recommendation

The Community Services Executive Committee recommends to Mayor & Council to authorize an in-kind sponsorship donation to the Relay for Life Committee for a 2-day rental of the East End Hall as requested. The Relay for Life Committee will be required to leave the facility fully cleaned with refuse deposited in the container outside.

Respectfully Submitted,



Jason Kabel

From: [Karly Rousseau](#)
To: [Lisa Slomke](#)
Subject: Relay for Life use of East End Hall
Date: Monday, March 25, 2019 12:45:02 PM
Attachments: [Sponsorship Letter.pdf](#)

Hi Lisa,

Jason asked me to email you with the dates that we were looking at for the Relay for Life Garage Sale.

At our last meeting the committee settled on May 3rd 8:30 am until May 4th 8 pm or May 10rd 8:30 am until May 11th 8 pm.
Either date will work and we can adjust if need be.

I have attached our sponsorship letter for you to review.

If you require any further information please let me know.

Thank you very much for your time on this matter,

Karly

Karly Rousseau, RECE
EarlyON Child and Family Centre
1150 Portage Ave. North
Fort Frances, ON
P9A 2B1
(807) 274-8588 ext. 1821



Dear Friend,

The Fort Frances Relay For Life 2019 is to be held on June 22 at Pither's Point Park. Our planning committee of community volunteers are well underway preparing to bring this exciting and moving fundraising event to Fort Frances.

At Relay For Life, no one faces cancer alone. Relay is an event like no other, where you join your family, friends and colleagues to celebrate cancer survivors, remember those we've lost, and commit to raising funds for life-saving research and support services. At Relay, we come together with our community to celebrate life and give hope to those living with this disease.

On and off track, there's always something to do at Relay For Life. Those taking a break from walking can check out the event's entertainment and activities or relax at their team's campsite.

When your company supports our Relay For Life event, you show Canadians that you care about what matters to them. Sponsoring a Relay can enhance your business and make a huge difference in our mission to advance research and support Canadians living with cancer.

There are many ways you can help. First, we hope that you will become a corporate partner in the fight against cancer. Secondly, we hope that many of your employees will be part of this wonderful event by joining or forming a Relay Team. At our Relay For Life event, there are a number of opportunities to provide In-Kind products and services to help the Canadian Cancer Society off-set the costs associated with the event. These essential products and services include food, beverages, printing, lighting, etc. Please let us know if you can or wish to provide a product or service to help make this a great event.

You can make a difference, now and in the future. Every effort we make is another step in finding a cure! We hope that you will consider our event a priority for your support. In the meantime, if you have any questions, do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads "Karly Rousseau".

Karly Rousseau

Tel: 807-275-8182



**FFHS Chem Free Grad
Fort Frances High School
c/o Brian Gustafson
440 McIrvine Road
Fort Frances, ON
P9A 3T8**



**Phone: 807-274-7747
Fax: 807-274-5171**

E-mail: brian.gustafson@mail.rrdsb.com

March 22, 2019

Fort Frances Mayor and Town Council
320 Portage Avenue
Fort Frances, ON
P9A 3M5

Dear Mayor and Council:

Planning is currently underway for this year's FFHS Chem Free Grad party. A dedicated group of parents is already working to provide the best possible Chem Free Grad party for the graduates of Fort Frances High School. This will help guarantee a safe, alcohol and substance free environment in which to celebrate their children's high school accomplishments. As a committee, we rely on the support and generous contributions of the Fort Frances community and surrounding area. We thank the Town of Fort Frances for being one of these outstanding contributors year after year.

This year's FFHS Chem Free Grad Party will take place of Thursday, June 27, 2019. We are requesting a donation from the Town of Fort Frances equivalent to the cost of the rental fees for the arena and auditorium minus HST, totalling \$1015.60. If there are specifics required regarding the Chem Free Grad Party in order to process this request, please contact me by e-mail, phone, or mail using the information given above.

We thank you for your time and consideration in this matter.

Respectfully yours,

Brian Gustafson
Staff Advisor – FFHS Chem Free Grad Committee



REPORT

TO: Community Services Executive Committee
FROM: Jason Kabel, Community Services Division Manager
DATE: April 12, 2019
RE: Chem Free Grad Request - Thursday, June 27, 2019

At the regular meeting of Council on April 8, 2019 the attached Chem Free Grad Request was referred to the Administration & Finance Executive Committee with input from the Community Services Executive Committee.

The request is as follows:

We are requesting a donation from the Town of Fort Frances equivalent to the cost of the rental fees for the arena and auditorium minus HST, totalling \$1015.60. The Chem Free Grad Party will take place on Thursday, June 27, 2019.

Recommendation

The Community Services Executive Committee recommends to the Administration & Finance Executive Committee to make a donation to the Chem Free Grad Committee equivalent to the rental fee for the arena and auditorium as done in previous years.

Respectfully Submitted,

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

Jason Kabel

REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: April 11, 2019

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

At the regular meeting of Council on April 8, 2019, the attached request from the Fort Frances Canadian Bass Championship Committee was referred to the Administration and Finance Executive Committee for recommendation with input from the all other Executive Committees.

In the attached letter of request there are 11 of items of request, 6 of which pertain to the Community Services Division, as follows:

- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 19th to 21st . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.

RECOMMENDATION

The Community Services Executive Committee recommends:

- 2) to authorize use of the rental stage and wooden tables, chairs, and picnic tables that have been used in the past (to be returned after cleaning).
- 6) Memorial Sports Centre staff provide tournament directors with a list of Marina slip lessees when they make contact in the Spring.

- 7)to waive launch fees for tournament competitors and volunteers from July 18th to 20th with the list of pertinent participants being provided to Memorial Sports Centre staff.
- 8)authorize the temporary installation of poles & flags as requested.
- 9) permit tournament committee to attach pennants, signs, and banners as requested.
- 10) Provide two dock keys as requested.

Respectfully Submitted,



Jason Kabel



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

March 22, 2019

Mayor and Town Council

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

Re: Fort Frances Canadian Bass Championships and Teen Dance (July 17th - July 20th, 2019)

Dear Mayor and Councillors:

The FFCBC directors sincerely appreciate your significant contributions to facilitate the 2019 event. The Town of Fort Frances is a valued sponsor of the FFCBC since its creation in 1995.

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

- 1) Designate, in writing, the "Fort Frances Canadian Bass Championship Live Release Tournament" as a significant municipal festival & event.
- 2) Authorize use of the Memorial Sports Centre Stage, Tables, Chairs & Town picnic tables. FFCBC will arrange for pick-up and return.
- 3) Supply the FFCBC with the necessary documents to facilitate closing road to accommodate tent. Requesting road closure at the Sorting Gap Marina for the period of July 12th to July 22nd inclusive.

- 4) We submit a request to the Town of Fort Frances for the use of four barricades for the use at the Sorting Gap.
- 5) The FFCBC will be filling out a building permit application for the erection of the tent, we ask the town look at any charges associated.
- 6) Provide us, early in July, with list of Sorting Gap Marina slip lessees. We will contact the lessees with a formal request for the possible use of their slips during the tournament.
- 7) Waive launch fees for tournament competitors and volunteers from July 18th to 20th . We will provide the Sorting Gap Marina staff with a list of tournament anglers and names of volunteers (spotters, catch & release and photography boats) who plan to launch there.
- 8) Authorize the temporary installation of poles and flags on the concrete pylons and edges of the launch ramp, as in previous years.
- 9) Allow the tournament to attach pennants, signs and banners to street light poles, fencing and other creative places with the assurance that no damage will be done to the infrastructure and the material will be promptly removed after the event.
- 10) Provide the Director of Tournament Operations and the Director of Site & Facilities with a dock key.
- 11) Requesting assistance from the Town of Fort Frances with the setting up of the Tent on July 12th and the taking down of the Tent on July 22nd.

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

Respectfully,

Wayne Allen, Co-Chairman

Jim Cuthbertson, Co-Chairman



2019 FFCBC Board of Directors

| | |
|-------------------|--------------------------------|
| Wayne Allen | Co-Chair/Bar Operations |
| Wayne Allen | Teen Dance |
| Kathy Cuthbertson | Food Court |
| Jim Cuthbertson | Co-Chair/Site & Facilities |
| Greg Gustafson | Treasurer/Angler Registrations |
| Paul Jewiss | Anglers' Representative |
| Kevin Cawston | Fish Care |
| Eric Kaufman | Weigh Master |
| Jeanette Cawston | Volunteers Co-ordinator |
| Robin Reid | Director |

REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: April 12, 2019

RE: **Memorial Sports Centre Canteen Agreement**

BACKGROUND

In July 2017, the Community Services Division undertook a competitive Request for Proposals (RFP) process to select a concessionaire for the Memorial Sports Centre canteens (Main Lobby & Ice For Kids Rink). The lone proprietor to submit a proposal was Wasaw Enterprises.

The existing 2 year agreement with Wasaw concludes on June 30, 2019. There is an option in the agreement to renew for another 2 year term that would expire June 30, 2021. Wasaw has approached the Community Services Division with their interest to renew as per the agreement option.

A summary of the agreement particulars follows:

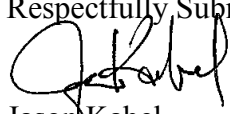
| | |
|------------------|--|
| Operating Hours | Weekdays 03:30 p.m. to 10:00 p.m. Weekends 08:00 a.m. to 10:00 p.m. |
| Vending Machines | Not included in contract - revenue & responsibility MSC |
| Financial | \$18,000/year +HST (\$2,250 x 8 months – September to April inclusive) |

The Community Services Division proposes renewing the agreement with Wasaw Enterprises for two winter seasons, September 1, 2019 to June 30, 2021.

RECOMMENDATION

The Community Services Executive Committee recommends renewing the agreement with Wasaw Enterprises for an additional 2-year term for the purposes of providing canteen services in the Memorial Sports Centre from September 1, 2019 to June 30, 2021 as attached.

Respectfully Submitted,



Jason Kabel,

THIS AGREEMENT to come into effect the **1st day of July, 2019.**

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town".

- A N D -

WASAW ENTERPRISES

hereinafter called the "Concessionaire, or Operator, or Canteen Operator".

WHEREAS the Town is the owner of the Memorial Sports Centre situated within the Town of Fort Frances;

AND WHEREAS the Concessionaire is desirous of contracting with the Town for the operation of the two (2) Concessions situated within this facility;

NOW THEREFORE, in consideration of the covenants and promises herein contained, the parties hereby agree as follows:

1. DEFINITIONS

In all documents forming part of this Contract, unless the context requires otherwise:

"Town Equipment" means the equipment supplied to the Concessionaire on an "as is" basis and owned by the Town as described in Schedule "A".

"Facility" means the buildings within which the concession areas (as are described in the Agreement) are located, includes the entire Memorial Sports Centre.

"Gross Sales" means, when used in relation to any period of time, the entire amount charged by the Concessionaire on all concession sales of merchandise, foods, beverages, services and any other products or services whatsoever which are provided under this Contract during any such period of time whether or not such sales are made on a cash basis or on credit, paid or unpaid, collected or uncollected, including deposits not refunded to customers, but gross sales shall not include, to the degree that the Concessionaire has included them therein:

any sales or excise tax imposed by any government authority and added to the price of a sale or service or absorbed therein and collectable from the customer;

the amount of money recovered on any return of goods to suppliers of the Concessionaire; and

the amount of any credit or refund for any merchandise returned or exchanged or any allowance made for loss of or damage to merchandise sold.

2. THE CONCESSION

The Town hereby grants to the Concessionaire/Operator the exclusive rights to sell at the Concessionaire's sole expense, food, beverages, services and miscellaneous products (subject always to the approval of the Town through the Community Services Division Manager), in the concession areas more particularly detailed in section four (4) hereinafter set out. The Concessionaire agrees to operate the concessions and to sell the said food, beverages, services and miscellaneous products during the term of this Agreement in a good and professional like manner subject always to all terms of the Agreement.

3. EXCEPTED SALES AND SPECIAL EVENTS

Although the Concessionaire has the authority to sell the products (in the discretion of the Town) that are herein provided in the concession locations specified in section four (4), the Concessionaire acknowledges and agrees as follows:

Circus - The Town has historical arrangements with the Shriners that allow them to sell candy floss, peanuts, plus novelty, and souvenir items.

The Concessionaire must agree and adhere to this stipulation under this contract and any subsequent extensions to other groups as deemed appropriate by the Town.

Socials and Weddings – The Town rents the Auditorium to community members for socials, youth dances, weddings, beer gardens, and banquets where they can provide their own food and beverage or contract to a caterer. It is therefore agreed that the Concessionaire would have the option to provide these services subject to all terms & conditions herein. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein, including the gross sales calculation payable to the Town. The Concessionaire agrees to not limit, inhibit, or otherwise obstruct this past practice.

Festivals and Trade Shows – the Town rents the arenas for a variety of events when the ice is out, including but not limited to Pow-Wows, Employee Appreciation Days, Trade Shows, and the like where the renter provides food and beverage as part of the activities. This agreement will not limit, inhibit, or otherwise obstruct the renter's ability to provide food & beverage for their activities. The concessionaire can provide services at the renter's request that would be subject to all terms & conditions herein.

4. CONCESSION AREAS

The said concession areas, in addition to being detailed below, are more particularly outlined on the plans attached hereto as Schedule "B":

Memorial Sports Centre: Main Foyer contains approximately 64 square meters of concession's space inclusive of receiving and storage area. Ice For Kids Arena concession – 2nd floor.

5. PAYMENT FOR PRIVILEGES

In consideration of the Concessionaire's rights herein to provide services, the Concessionaire shall pay to the Town \$18,000 annually (\$2,250/month for 8 months (September to April inclusive)); herein this Agreement sometimes referred to as 'percentage charges'. These charges shall be payable on the fifteenth (15) day after the end of each month throughout the term of the agreement.

In the event that this Agreement or the concession privileges hereby granted are terminated prior to the end of the term hereof, the payment to the Town shall be apportioned to the date of termination and paid forthwith by the Concessionaire to the Town, all without prejudice to any other claims entitlement of the Town.

6. RECEIPTS FROM CONCESSION OPERATION

The Town shall have the right to have access to all financial information of the Concessionaire in the Facilities, the Concessionaire shall be entitled to retain all receipts derived from the Concession for its own use absolutely.

7. ALTERATIONS AND ADDITIONS

The Concessionaire shall not alter, add to, or in any way vary a Concession area or Town property without first obtaining consent in writing of the Town from the Community Services Division Manager.

8. REPORT OF ACCIDENTS:

The Concessionaire shall give immediate notice to the Town of any accident arising out of the operation of any Concession and any damage to any part of the facility.

9. TERM

This Agreement shall be for a term of two winter ice seasons commencing on the 1st Day of July 2019 and terminating on the 30th day of June 2021.

10. EQUIPMENT AND FACILITIES

The Town equipment shall be maintained and repaired by the Town. In those circumstances where damage was a direct result of neglect by the concessionaire, any of its employees or agents, the concessionaire shall be solely responsible for repairs. The Concessionaire shall be responsible for any additional or new equipment necessary for the efficient operation of the concessions. The Concessionaire will maintain the premises and fixtures in a clean and wholesome condition at all times. The Concessionaire will not allow refuse or other objectionable material to accumulate on or around the premises and will keep the premises in a clean and tidy condition at all times.

11. COMPLIANCE WITH REGULATIONS

The Concessionaire agrees to comply with all laws and regulations, including Federal, Provincial, Municipal, and all Municipal bylaws and regulations pertaining to the storage and serving of food goods and refreshments. The Concessionaire agrees to comply with all labor and employment laws & regulations in the operation of the concession and will, at his or her own expense, obtain and pay for all required licenses or permits that may be required.

12. COVENANT TO OPERATE

The Concessionaire shall provide its concession services in the concession areas at Memorial Sports Centre during the operating hours and seasons hereinafter set out, the Concessionaire may extend the hours, if business demand dictates with the approval of the Town.

i. OPERATING HOURS

Weekdays 03:30 p.m. to 10:00 p.m. and weekends 08:00 a.m. to 10:00 p.m. These hours are only subject to change in order to meet the program needs of the Sports Centre upon written agreement by both parties.

ii. CLOSING OF FACILITIES

The Town at all times reserves the right to close the Facilities, or part of them, in the Town's sole and absolute discretion. The Town may consider closing the Facilities during inclement weather, for repairs, or in cases of an emergency. The Town may also close parts of the facility in the event that a season is shortened due to lack of interest in the use of the facility. In such event, the operating hours and days for which the facilities are not opened shall be correspondingly reduced in this agreement.

13. VENDING MACHINES

The Memorial Sports Centre staff will assume the responsibility of the vending machines and they will not be subject to revenue for the concessionaire in any way. The concessionaire hereby relinquishes any right or privilege to the revenue generated by the vending machines and will not otherwise inhibit the ability for such to generate revenue for the facility.

14. OCCUPANCY OF PREMISES

Notwithstanding anything herein contained, the Concessionaire is not and shall not be a tenant of the Town and is not and shall not be entitled to exclusive possession or occupancy of any part of the Facilities or concession areas. The use of the Facilities is limited to their use in order to provide the services under this Contract by the Concessionaire, to the extent necessary to do so and only to that extent. The Town and its authorized personnel shall have access to all parts of the Facilities, including the concession areas without any prior notice for any and all purposes, including, but not limited to Public Health and Fire Inspections. The Town shall use reasonable best efforts not to interfere with the performance of services hereunder.

15. TERMINATION Notwithstanding the foregoing:

i) Either party to this Agreement shall have the right to terminate this Contract giving sixty (60) days written notice to the other and neither party, in the event of exercising its right of early termination, shall have to provide any reason whatsoever for terminating the Contract.

ii) If the Concessionaire is in default hereunder, the Town shall have the right to immediately terminate this Contract by the delivery of written notice to the Concessionaire, in which case this contract shall be at an end and the parties shall have no further obligations except any

outstanding payments due, one to another, save and except.

iii) The Concessionaire shall be responsible for any obligations incurred in this agreement or breaches of this agreement up to date of termination.

iv) The Concessionaire will be obligated to continue to account and provide all information and payments under this Agreement with respect to any net profit made or transacted before the termination hereof.

v) The right of the Town to any and all financial and sales information for the period up to termination will survive beyond the termination of this Agreement for at least one year.

16. DEFAULT

For the purpose of this section, the Concessionaire will be deemed to have defaulted under the terms of this Contract upon incidence of any of the following:

i) The Concessionaire breaches any of the terms or conditions of this contract.

ii) The Concessionaire violates any law, commits or becomes involved in any situation or occurrence which, in the opinion of the Town or Community Services Division Manager, would tend to bring the Town into public disrepute or dishonor.

17. VERBAL AND OTHER ARRANGEMENTS

This Contract may not be amended, modified, or in any way changed except by a written document of equal formality herewith.

18. DAMAGE TO PROPERTY OF THE TOWN

In carrying out the operation from its inception and until the conclusion of the same, the Concessionaire shall make good any damage, due to neglect, caused to property of the Town at its own expense.

19. DAMAGES AND INDEMNITY

The Concessionaire shall be responsible for any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees done or caused by it, its employees or patrons, or resulting from the prosecution of the operation or caused by reason of the existence or location or condition of the premises or of any equipment used therein, or which may happen by reason thereof, or any and all claims, demands, damages, law suits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees whatsoever which may arise as a result of the operations of the Concessionaire, the Concessionaire's servants, agents or employees, or arising or related to the use or the occupation of the concession areas and Facilities or the exercise of any privileges herein granted or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them under and by these conditions, and covenants and agrees to hold the Corporation harmless and indemnified for all such claims, demands, damages, lawsuits, other proceedings, causes of action, liabilities, claims for lien, civil and criminal penalties and charges, costs and other expenses including reasonable legal fees; and in case of the Concessionaire's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of these Conditions, the Town may either with or without notice (except where in these Conditions notice is specially provided for, and then upon giving the notice therein provided for), take such steps, procure such materials and workers, do such work or things as deemed advisable toward carrying out and enforcing the same, and any and all expenses so incurred may be deducted or collected by the Town from the Concessionaire, and any such action by the Town as herein empowered to take, shall not in any way relieve the Concessionaire from any liability under this Contract.

20. CONCESSIONAIRE'S EQUIPMENT

Equipment and property of the Concessionaire are not protected against fire, theft, vandalism or other risks by the Town, and the protection of such, and any damage caused too such, is the sole and complete responsibility of the Concessionaire.

21. CONCESSIONAIRES' REPORTS AND AUDITS

i) The Concessionaire shall submit to the Town on or before the 15th day following the end of each calendar month and partial calendar month during the term of this agreement, written statements signed by the Concessionaire certified to be true and correct showing the amount of gross sales for

the preceding month or partial calendar month, together with the payment to the Town of the appropriate percentage charges set out in section five (5) hereof.

ii) For the purpose of ascertaining the amount payable under section five (5) and for permitting verification by the Town, the Concessionaire shall keep at the Facilities or at its office, for a period of not less than 3 years following the end of each calendar year or a part thereof within the term of this Contract adequate books and records including but not limited to records of inventories, purchases and receipts of merchandise and all sales and other transactions by the Concessionaire.

iii) In addition to any other right of the Town, the Town, its employees and authorized representatives may require an audit of the books and records of the sales and expenses of the Concessionaire and all persons conducting business on or from the premises necessary to verify "Gross Sales". The report on the audit made by the Town's auditor will be final and binding upon the Concessionaire and the Town upon all questions relating to financial matters or compensation. Acceptance by the Town of any payments under this Contract is without prejudice to the Town's right to an audit of the books and records of the Concessionaire.

22. WORKPLACE SAFETY AND INSURANCE BOARD (ONTARIO)

Upon the execution of this Contract, the Concessionaire shall deliver to the Town, certificates of good standing from the Workplace Safety and Insurance Board of Ontario, with respect to all the employees of the Concessionaire and shall provide such additional certificates as often as is deemed necessary by the Town during the term, but in any event shall provide such a certificate at least annually on the anniversary date of the commencement of the term. The Concessionaire shall be responsible, at its expense, for the charges, assessments or other payments required to be paid to the WSIB with respect to the Concessionaire's employees. The Concessionaire shall pay to the Workplace Safety and Insurance Board of Ontario all assessments and levies owing to the Board in respect to this contract and any unpaid assessments or levies shall be the sole responsibility of the Concessionaire.

23. OCCUPATIONAL HEALTH AND SAFETY ACT

The Concessionaire shall be solely responsible for employee safety and for compliance with the Occupational Health and Safety Act and Regulations and the Concessionaire shall, at its sole cost and expense, ensure that all contractors, agents, servants and employees comply with the Act and Regulations and the Concessionaire shall indemnify the Town against any contravention thereof whatsoever.

24. TAXES

The Concessionaire shall be solely responsible for the payment of all taxes and necessary permits of any kind whatsoever including, but not limited to, income, sales, business, employer health and all other applicable taxes which may be assessed or levied against the Concessionaire or which may relate to the Concessionaire, its operations. The Concessionaire shall reimburse, indemnify and save harmless the Town of and from any liability for all such taxes.

25. UTILITIES

The Town shall provide all heat, electrical power, fuel, refrigeration, ventilation and air conditioning (where installed), and utility services reasonably required for the efficient provision of services under this contract.

26. GLASS OR CROCKERY

In the Arena Facilities the Concessionaire shall not use glass or crockery or bottles for the service of food, tea, coffee, milk or beverages, but shall use paper or plastic containers for this service.

27. CONCESSION SEATING AREA

During specified hours of operation, the concessionaire is responsible for cleaning and housekeeping of the concession seating area in the lobby of the Arena and shall keep all tables clean and remove used dishes and refuse there from.

28. ITEMS FOR SALE

For the purpose of providing Food Service, the Concessionaire agrees to offer commonly accepted fast food items, snacks and abide by the contractual requirements between the Town and Pepsi Cola Limited. The Town will provide at the cost to the concessionaire all the necessary products from Pepsi for resale. The sale of sunflower seeds and peanuts in the shell is not permitted.

29. PRICES TO BE DISPLAYED

Prices must be displayed in prominent places, in order that the patrons may be kept informed of such prices. Menus must be displayed at each of the concession areas in the facility.

30. ALCOHOL

The Concessionaire and its employees, agents and representatives, shall not offer for sale, sell, serve, store, consume or permit to be consumed, any liquor or alcohol products in the concession areas and Facilities. Such rights are reserved to the Town in the Facilities and the Concessionaire acknowledges that the Town may carry on liquor and alcohol sales as aforesaid. As well, the Town may permit any other groups, clubs, persons to sell liquor or alcohol products in its facilities as the Town in its absolute discretion deems advisable. The Concessionaire specifically acknowledges the Town's exclusive rights in this regard.

31. SECURITY

The Concessionaire shall be responsible for his/her own cash control and handling procedures, including insuring that cash is picked up on a daily basis.

32. INSURANCE

The Concessionaire shall provide and maintain during the term of the Contract Comprehensive General Liability insurance acceptable to the Corporation of the Town of Fort Frances and subject to limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

33. NO ASSIGNMENTS

Neither this Contract and the rights granted to the Concessionaire hereunder nor any part thereof are assignable by the Concessionaire without the prior written approval of the Town to such assignment, which approval may be withheld without reason by the Town.

34. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

i) All of the records and documents of the Concessionaire referred to and cited in this Agreement where such records and documents have been created in order to comply with the terms, provisions, requirements and obligations of the Concessionaire as set out in this agreement are "records" of the Town as "records" are defined in the Municipal Freedom of Information and Protection of Privacy Act.

ii) The records and documents referred to in the paragraph above are, for the purposes of this Agreement, in the joint care and custody of the Concessionaire and of the Town; and

iii) The Concessionaire hereby agrees with the Town that the records and documents referred to in the first paragraph above will be managed and administered in accordance with the requirements of the Municipal Freedom of Information and Protection of Privacy Act.

35. NOTICE

To the Concessionaire by mailing the notice to:

Wasaw Enterprises

P.O. Box 352 320 Harry's Rd. Fort Frances, ON P9A 3M7 Attention: Ron Archie, CEO

To the Town by mailing the notice to:

The Corporation of the Town of Fort Frances

320 Portage Avenue Fort Frances, ON P9A 3M3 Attention: Lisa Slomke, Clerk

OR to such other address as each party may advise the other by notice in writing. Notice given in this manner shall be deemed to have been given and effective as of the fifth day following the date of mailing.

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

) THE CORPORATION OF THE TOWN
) OF FORT FRANCES

MAYOR:_____

CLERK: _____

Per:_____Printed:_____

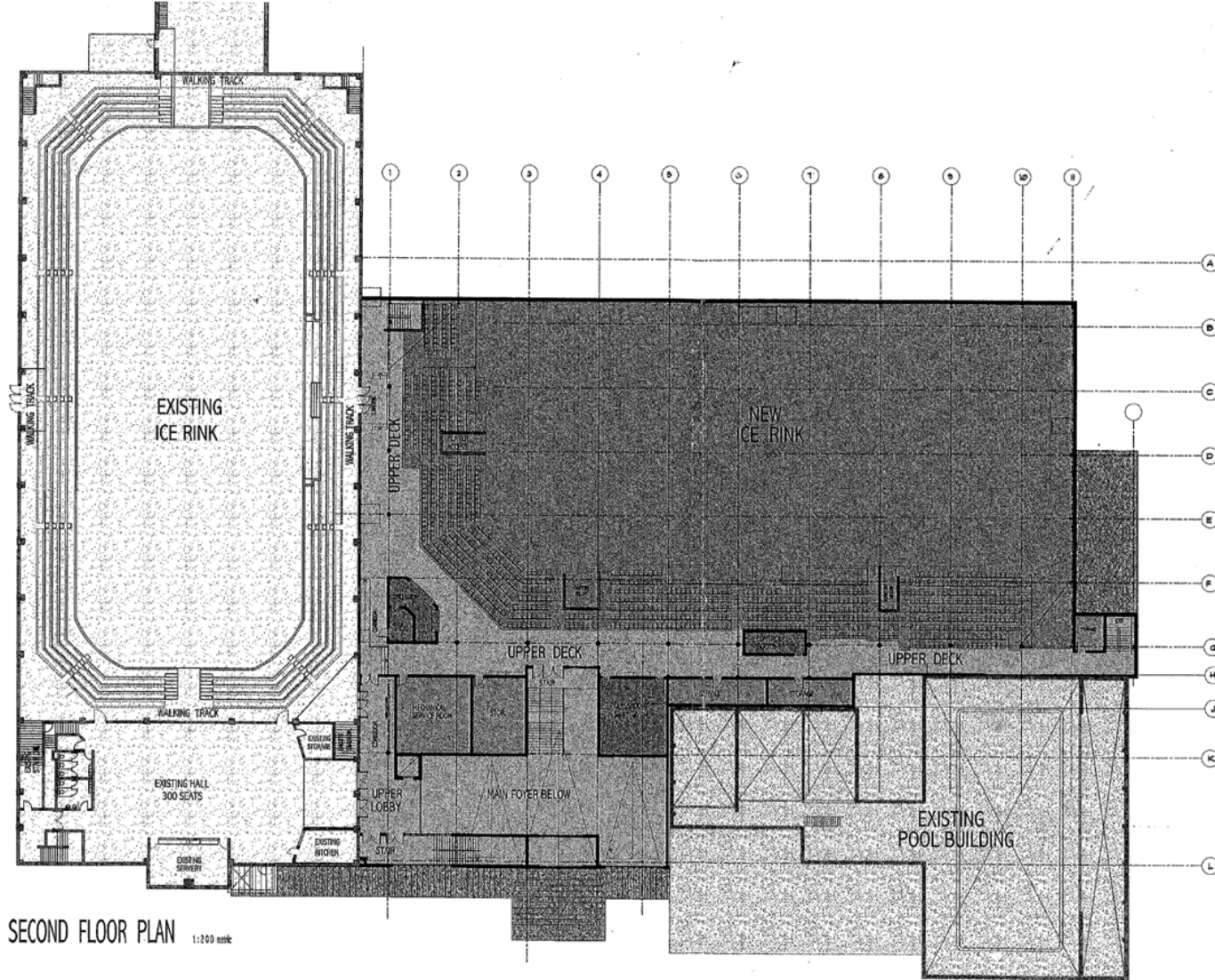
Per:_____Printed:_____

Witness:_____Printed:_____

SCHEDULE "A" Town Owned Canteen Equipment

One Quest gas grill and oven combination One
Quest two basket deep fryer
One popcorn machine Four deep
freeze chests
Two Bunn coffee machines with glass pots
One Gaggia Espresso/ Cappuccino coffee machine One hot
chocolate dispenser
One microwave oven Two
coffee percolators One kettle
Various pots, utensils, can opener, etc. Display
racks
2 Pepsi Display Coolers

SCHEDULE "B" Concession Areas – Two drawings attached

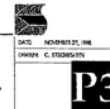


SECOND FLOOR PLAN 1:200 note



INDOOR ICE FACILITY FOR THE TOWN OF FORT FRANCES

KUCH STEPHENSON
ARCHITECTS
131 Court Street North, Thunder Bay, Ontario
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email: dsp@kstephenson.com web: kstephenson.com
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REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: April 12, 2019

RE: Fort Frances Museum Special Exhibit Admission Fees

Preface

In the attached report from Sherry George, Museum Curator is the request to adjust admission fees for the upcoming traveling exhibit, **Echoes in the Ice: Finding Franklin's Ship**. Also attached is a table of admission fees in other municipalities who have hosted this exhibit prior to it being available in Fort Frances. It is being proposed to double admission fees as follows:

| | Regular Fee (taxes included) | Special Exhibit Fee (taxes included) |
|------------------------|------------------------------|--------------------------------------|
| Adult | \$4 | \$8 |
| Seniors/Children(6-12) | \$3 | \$6 |
| Family | \$12 | \$24 |

In the 2019 operating budget, there was a \$1,700 increase in admission fees projected over 2018 revenues with the anticipated admission fee increase for the special exhibit (2018-\$5500, 2019-\$7200).

Recommendation

To endorse the Fort Frances Museum increase admission fees as listed for the imminent traveling exhibit **Echoes in the Ice: Finding Franklin's Ship**.

Respectfully Submitted,

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

Jason Kabel

Report

To: Executive & Council

From: Museum

Date: March 13, 2019

Re: Traveling Exhibit Admission Fees

Museum proposing that we have a different set of user fees for large traveling exhibits (similar to **Echoes in the Ice: Finding Franklin's Ship**) – loan fees in the \$10,000 range or more.

I suggest simply doubling the fees. If approved by council, then we needn't revisit this increase should we bring in a similarly expensive exhibit.

Fees currently stand at Adult \$4, Seniors/Children 6-12 \$3 and \$12 family rate; therefore increase to \$8, \$6 and \$24 (taxes included). Should there be increases in future, this agreement means those fees would be doubled.

Even should an exhibit be brought in during the off season, as we do expect visitors to make a contribution, I feel doubling the summer admission fee is still appropriate.

It should be noted that our average numbers for July - September (for past 3 years) is 1800 visitors. If only half that many buy an adult admission, our take would be \$7200.

Info around travelling exhibit **Echoes in the Ice: Finding Franklin's Ship** - borrowed for June 29-Sept 22, 2019

| Museums | Adult | Senior | Child/Student | Family | Child 5 & Under | Population |
|---------------------------------------|----------|----------|---------------|----------|-----------------|------------|
| New Brunswick Museum | \$10 | \$8 | \$6 | \$22 | | 71 890 |
| Royal Alberta Museum | \$19 | \$14 | \$10 | \$48 | Free | 932 550 |
| Nova Scotia Museum of Natural History | \$6.30 | \$5.70 | \$4.05 | \$17.95 | | 403 130 |
| Western Development Museum - Saska- | \$12.00 | \$10.00 | \$5-8.00 | \$27.00 | Free | 246 375 |
| Western Development Museum - Moose | \$10.00 | \$9.00 | \$4-7.00 | \$25.00 | Free | 33 890 |
| Markham Museum | \$6.00 | \$5.00 | \$4-5.00 | \$17.00 | | 328 965 |
| Exploration Place | \$11.00 | \$9.00 | \$8-9.00 | \$25.00 | | 74 003 |
| Niagra Falls Museums | \$5.00 | \$4.00 | \$5.00 | \$15.00 | Free | 88 071 |
| Simcoe Museum | \$8.00 | \$6.00 | \$5.00-6.00 | | | 19 059 |
| Esplanade Museum | \$7.00 | \$7 | \$7 | \$20.00 | Free | 63 260 |
| Alberni Valley Museum | Donation | Donation | Donation | Donation | | 17 678 |
| Average | \$7.86 | \$6.48 | \$5.21 | \$18.08 | | |

Above information shows communities that have exhibited the display, population size and fees charged. All communities are twice our size or larger.

As exhibit will be here in the summer when we have fees, we propose fees similar to Simcoe Museum. To make things simple we suggest that fees for large exhibits of this kind (costing us in the \$10,000 - \$15,000 range) should automatically be doubled from our usual admission fees, thus if we charge \$4 for adults, travelling exhibit fee for adults will be \$8. If \$4.25 then \$8.50. This is so council doesn't have to repeatedly change fees.

Much of our 2019 budget will reflect this expense as the loan fee is \$9300, transportation will cost roughly \$7500, advertising will go up. In addition however, we will apply for a MAP exhibition grant. For a much smaller exhibit 2 years ago, we received \$5000.

As we are the only museum in our area that has room to display an exhibit of this size, we will advertise to the region. We are also hoping that our locals will attend, although they typically only do so if bringing visiting family — much prefer to visit during off season.