



The Town of Niagara-On-The-Lake

Telephone (905) 468-3266
Facsimile (905) 468-2959

1593 Four Mile Creek Road
P.O. Box 100
Virgil, Ontario
LOS 1T0

Report:	CS-14-040	Committee Date:	
		Due in Council:	September 15, 2014
Report To:	Lord Mayor and Council		
Subject:	War of 1812 Bicentennial Committee - Six Nations and Native Allies Commemorative Memorial at Queenston Heights		

1. RECOMMENDATION

It is respectfully recommended

- 1.1 That the Council of The Corporation of the Town of Niagara-on-the-Lake authorize the Lord Mayor and Town Clerk to sign various agreements to allow for preparatory and installation services for the Six Nations and Native Allies Commemorative Memorial at Queenston Heights; and
- 1.2 That if required, the Lord Mayor and Town Clerk be authorized to sign the necessary amendments to the agreement authorized by By-law 4758-14 .

2. PURPOSE / PROPOSAL

The purpose of this report is to seek Council approval to sign various agreements associated with the installation of this memorial on behalf of the Town's War of 1812 Bicentennial Committee.

3. BACKGROUND

In June 2014, the Committee's Working Group received approval of its funding application to the Government of Canada for a maximum of \$420,000 or 50% towards eligible expenditures to construct this memorial. Subsequently, Council approved the recommendations contained in report CS-14-033, which authorized signing of a Contribution Agreement with the Ministry of Canadian Heritage, as well as a supplementary Agreement with the Niagara Parks Commission for care and maintenance of this memorial.

By-law 4758-14, approved July 21, 2014 authorized the Lord Mayor and Town Clerk to execute an agreement between The Corporation of the Town of Niagara-on-the-Lake and the Niagara Parks Commission to clarify their respective rights and obligations with respect to the installation of the Commemorative Memorial at Queenston Heights

At this time, Niagara Parks Commission has not executed the agreement as their solicitor has advised, amendments may be required.

In addition, Council has been asked to approve a by-law at its meeting on September 15, 2014 to allow the Lord Mayor and Clerk to sign a Permission to Enter Agreement with the Niagara Parks Commission. To fulfil requirements under that Agreement and to proceed with work required to build the memorial, a number of other agreements must be undertaken with service providers, such as a topographical survey and archaeological survey of the site. Other agreements will be necessary between the Town and the artists installing the memorial.

4. DISCUSSION / ANALYSIS

A copy of the sample vendor agreement, **which was developed by the Town's legal counsel, is attached in Appendix A.**

5. FINANCIAL IMPLICATIONS

All costs associated with the installation of this memorial are the responsibility of the **War of 1812 Bicentennial Committee and its Working Group on the Six Nations and Native Allies Memorial at Queenston Heights.**

6. COMMUNICATIONS

Following Council approval, all selected vendors will be notified and will be required to sign this agreement.

7. CONCLUSION

Town staff respectfully request approval of the above recommendation.

Respectfully submitted,



**Dawn McInnis
Communications Coordinator**



**Holly Dowd
Director of Corporate Services / Town Clerk (I)**



**Mike Galloway, MBA, CMO
Chief Administrative Officer**

SERVICES AGREEMENT

THIS AGREEMENT made this

BETWEEN

The Corporation of the Town of Niagara-on-the-Lake (the “Town”)

OF THE FIRST PART

- and -

[Name of service provider] (the “Service Provider”)

OF THE SECOND PART

WHEREAS the Town has requested that the Service Provider perform the services set out in clause 2 of this Agreement in connection with the project (as hereinafter defined) and the Service Provider has agreed to perform such services on and subject to the terms and conditions of this Agreement;

IN CONSIDERATION of the mutual promises hereinafter contained, the Town and the Service Provider agree as follows:

1. Definitions

- (1) “Director” means the Director of Corporate Services for the Town or his or her designate;
- (2) “Project” means the installation of the commissioned public art work “Six Nations and Native Allies War of 1812 Commemorative Memorial at Queenston Heights” as a landscape-based art work to commemorate the 200th anniversary of the ceremony of peace and reconciliation, which was held on August 31 and September 1, 1815 between and among the Six Nations, other Native Allies and the British; and
- (3) “Services” means the professional services to be provided by the Service Provider pursuant to this Agreement and as specified in clause 2 of this Agreement.

2. Services

- (1) The Service Provider shall perform the following services in connection with the Project:
 - (a) The Service Provider will provide the necessary Stage One and Stage Two archaeological assessment services to determine any possible archaeological significance at the site.

(2) The Service Provider shall perform these services under the general direction and control of the Director and with all due and reasonable diligence, professional skill and competence.

3. Service Provider Covenants

The Service Provider hereby covenants as follows:

- (1) the Town shall be permitted to monitor the Project such that staff of the Director may visit the Project site;
- (2) to co-operate with the Director and to do all things necessary to enable the Director to evaluate the Project and the Services as required;
- (3) to provide continuous disclosure to the Director of the names of the Service Provider's executive officers.

4. Time Schedule

The Service Provider shall carry out the Services with the utmost dispatch and, subject to delays beyond its control, shall carry out the Services between [commencement date] and [end date].

5. Fees

The Town shall pay to the Service Provider, in full payment and compensation for the Services performed an amount not to exceed \$ [total fee], payable as follows:

- (a) [description of project stages] up to \$ of the total fee;
- (b) up to \$ of the total fee;
- (c) up to \$ of the total fee;

6. Level of Services

The Service Provider agrees to supply at its sole cost and expense all staff, equipment, accommodations and technical assistance necessary to perform the Services to be furnished by it under this Agreement and assume all overhead expenses in connection with the Services, to the satisfaction of the Director whose decision shall be final.

7. Indemnification

The Service Provider shall indemnify and save harmless the Town from and against all claims, demands, actions, liabilities, losses, expenses, costs or damages of every nature and kind whatsoever which the Town, its employees, officers or agents may incur or suffer: (a) occasioned or caused wholly or in part by any act or omission of the Service Provider, its employees, officers, agents, or anyone for whom it is in law responsible; or (b) due to or arising out of any breach by the Service Provider of any provisions of this Agreement.

8. Liability Insurance

- (1) The Service Provider shall, at its sole expense during the performance of the Services, procure and maintain general liability insurance in an amount of not less than Five Million Dollars (\$5,000,000.00) for any one occurrence.
- (2) Without limiting the generality of the foregoing, the insurance policy shall:
 - (a) name the Town as an additional insured;
 - (b) name the Niagara Parks Commission as an additional insured;
 - (c) be comprehensive general liability insurance covering all operations and liability under this Agreement;
 - (d) provide a cross liability/severability of interest clause;
 - (e) provide a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Town 30 days' prior written notice.
- (3) The Service Provider shall submit to the Town satisfactory evidence of having obtained the insurance coverage required and shall submit copies of such policies forthwith to the Town upon execution of this Agreement.
- (3) If the Town, acting reasonably, requires the amount of coverage increased or requires the Service Provider to obtain other special insurance or requires any policy to be extended in respect of this Project, then the Service Provider shall obtain such extended, increased or special insurance.
- (4) In the event that the Service Provider fails to provide the insurance as required by this clause, the Town may acquire the required insurance at the cost of the Service Provider, which cost shall be paid by the Service Provider forthwith upon demand by the Town.

9. Subcontractors

- (1) The Service Provider shall not engage any subcontractors without the prior written approval of the Director being obtained.
- (2) The Service Provider will be solely responsible for the payment of any subcontractors employed, engaged or retained by it for the purposes of assisting it in the discharge of its obligations under this Agreement. This clause shall not apply to any assistance rendered by the Town. The Service Provider shall co-ordinate the services of all subcontractors so employed, engaged or retained by it, and the Service Provider shall be liable to the Town

for all costs or damages arising from errors or omissions of the subcontractors, or any of them.

10. General Terms and Conditions

- (1) The Town shall, at the request of the Service Provider, provide the Service Provider with all pertinent information which may affect the work to be done, information and documents relating thereto, except in so far as the Service Provider is expressly required to furnish the same under the terms of this Agreement.
- (2) The Service Provider shall advise the Director at least seven (7) days in advance of the proposed dates, times, and specific nature and scope of the proposed works in connection with the Services to be undertaken on each occasion and shall provide such other information as the Director may reasonably request regarding the Services.
- (3) The Service Provider shall make its staff available at all reasonable times to the Director.
- (4) The Service Provider shall provide to the Director contact information for its staff, including cell phone numbers where they may be reached outside of normal business hours as necessary in connection with the Services.

11. Abandonment or Suspension

Should the Town decide for any reason to, at any time, discontinue or not proceed with the Services, the Town shall not be required to pay to the Service Provider under this Agreement any amount over the payment for the Services performed by the Service Provider pursuant to this Agreement from the commencement of the Services to the date that written notice of such decision not to proceed or to discontinue has been given to the Service Provider notwithstanding anything to the contrary contained in this Agreement.

12. Confidential Information

Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56, and to any amendments, the Service Provider shall not release any information or materials pertaining to this Project without the prior written approval of the Director.

13. Notice

Any notice required or permitted to be given under this Agreement shall be delivered to:

To the Town:

The Corporation of the Town of Niagara-on-the-Lake
P.O. Box 100
1593 Four Mile Creek Road

Virgil, ON L0S 1T0

Attention: Holly Dowd, Director of Corporate Services and Town Clerk

To the Service Provider:

[Address for Service]

14. Complete Agreement

- (1) This Agreement constitutes the complete and exclusive statement of the agreement between the parties, which supersedes all proposals, oral or written, and all other communications between the parties, relating to the subject matter of this Agreement.
- (2) This Agreement may be changed only by a written amendment signed and sealed by the authorized representatives of both parties.

15. Successors and Assigns

- (1) This Agreement shall jointly and severally enure to the benefit of and be binding upon the Service Provider, its administrators, successors and permitted assigns.
- (2) The Service Provider shall not assign this Agreement or any interest in this Agreement without the prior written consent of the Town.
- (3) This Agreement shall enure to the benefit of and be binding upon the Town, its successors and assigns.

16. Governing Law

This Agreement shall be construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Town has hereunto affixed its corporate seal attested to by the hands of its proper signing officers in that behalf duly authorized, and the Service Provider has hereunto set his or her hand this day of , 20 .

The Corporation of the Town of Niagara-on-the-Lake
Per:

Lord Mayor Dave Eke

Town Clerk Holly Dowd

I/we have authority to bind the corporation.

[Legal Name of Service Provider]

Per:

Name:

Title:

Name:

Title:

I/we have authority to bind the corporation.



The Town of Niagara-On-The-Lake

Telephone (905) 468-3266
Facsimile (905) 468-2959

1593 Four Mile Creek Road
P.O. Box 100
Virgil, Ontario
L0S 1T0

Report:	CS-14-033	Committee Date:	July 21, 2014
		Due in Council:	July 21, 2014
Report To:	Corporate Services Advisory Committee		
Subject:	Six Nations and Native Allies Commemorative Memorial at Queenston Heights		

1. RECOMMENDATION

It is respectfully recommended that :

- 1.1 The Clerk prepare the necessary by-law to authorize the Treasurer to sign the Contribution Agreement, attached as Appendix A to this report, between The Corporation of the Town of Niagara-on-the-Lake and the Ministry of Canadian Heritage, to secure funding for the Town's War of 1812 Bicentennial Committee in the construction of a Six Nations and Native Allies Commemorative Memorial at Queenston Heights; and
- 1.2 The Clerk prepare the necessary by-law to authorize the Lord Mayor and the Clerk to sign the agreement, attached as Appendix B to this report, between The Corporation of the Town of Niagara-on-the-Lake and the Niagara Parks Commission for the care and maintenance of the Six Nations and Native Allies Commemorative Memorial at Queenston Heights for a minimum of 10 years; and
- 1.3 Council support this initiative with a \$5,000 contribution toward the cost of a fundraising workshop.

2. PURPOSE / PROPOSAL

The purpose of this report is to seek Council's approval to sign the Contribution Agreement with the Ministry of Canadian Heritage, approval to sign the care and maintenance agreement with Niagara Parks Commission, and to authorize a \$5,000 contribution toward the cost of a fundraising workshop. This contribution has not been budgeted for but will be funded through savings found within programs funded by the general levy.

3. BACKGROUND

The Town has been very supportive of 1812 commemoration initiatives. In total, from 2008 to date, the Town has provided approximately \$173,000 in funding. This

amount does not include the \$30,000 identified in Report CS-14-016 - 2013 Operating Budget Surplus Allocation. Therefore, at the end of 2014 it is anticipated that the Town has contributed as much as \$203,000. This amount does not include "in kind" contributions such as financial services, communications assistance, consultation and advice, and office space.

Every year, Canadians across the country enrich local community life by organizing and participating in arts and heritage activities such as festivals, commemorative events and legacy projects. Through its *Building Communities Through Arts and Heritage* program, the Government of Canada's Ministry of Canadian Heritage provides *Legacy Fund* dollars for capital projects that are linked to the celebration of an anniversary of a significant local historic event. Successful applicants may receive up to 50 percent of eligible expenses to a maximum of \$500,000.

In August 2013, the Town, on behalf of a Working Group of the Niagara-on-the-Lake War of 1812 Bicentennial Committee, made application to the Legacy Fund for the construction of a memorial to recognize the critical contribution and sacrifices made by the Six Nations and their Native Allies during the War of 1812. In June 2014, the Town received notification that the application had been accepted and that the Government of Canada would contribute a maximum of the lesser of \$420,000 or 50% towards eligible expenditures incurred to construct this memorial. The membership list of the Working Group is found in Appendix C.

4. DISCUSSION / ANALYSIS

Three years ago, the Working Group released a Request for Proposals open to all interested artists in North America. Twenty-three submissions were received and from those, three finalists were chosen anonymously by a selection jury. After a series of presentations and interviews, the Working Group chose two finalists who agreed to collaborate on this historic memorial – Tom Ridout of Fleisher Ridout Partnership Inc., an established landscape architectural firm in Toronto, and Raymond Skye, a celebrated Six Nations artist from Brantford. At that time, the Working Group understood that assistance would be required from funding sources, including all levels of government and private donations, to ensure completion of this project.

The Working Group will now use this funding commitment from the federal government to leverage other grant applications and embark on a comprehensive fundraising initiative. Town staff facilitated an initial briefing session for the Working Group with successful fundraising professional. Staff are seeking approval to fund the cost of a fundraising workshop.

5. FINANCIAL IMPLICATIONS

The total budget for this project is estimated at \$1.2 million. (See Appendix A, page 4 and 5). Federal government support under the Legacy Fund is based on matching contributions. For example, if the Working Group is only able to raise \$200,000 from other levels of government, corporations, or individuals, the Minister will only provide

\$200,000 toward eligible expenses. This poses some risk to the Corporation but this risk will be mitigated via oversight by the Town's Treasurer. For example, if the Working Group raises \$25,000 through its fund raising efforts, the Treasurer will allow \$50,000 to be spent on construction of the memorial, \$25,000 from fundraising and \$25,000 from the grant.

6. COMMUNICATIONS

Formal announcement of this funding will be coordinated through the Office of Rob Nicholson, MP and federal government officials. The Working Group, through the War of 1812 Bicentennial Committee, will provide further updates on fundraising initiatives and construction progress.

7. CONCLUSION

Once approved by Council, the Working Group can finalize the memorial design, select a fund raising committee, and hire a fundraiser and a project manager.

Prepared by,



Brenda Garrett
Manager of Finance/Treasurer

Respectfully submitted,



Holly Dowd
Interim Director of Corporate Services



for **Mike Galloway, MBA, CMO**
Chief Administrative Officer

ATTACHMENTS



Appendix A.Draft Contribution Agreement.pdf Appendix B.Commemorative Memorial Agreement with NPC.pdf



Appendix C.1812 & Working Group Committees.July 2014.pdf



Legacy Fund Guide.pdf

CONTRIBUTION AGREEMENT

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,**
as represented by the Minister of Canadian Heritage (hereinafter called “the Minister”
and including any person duly authorized to represent her/him).

AND: **THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE,** a
municipality incorporated under the laws of the province of Ontario, having its head
office at Niagara-on-the-Lake, and represented by the Treasurer hereinafter referred to as
the “Recipient”.

The “Minister” and the “Recipient” are referred to individually as a “Party” or collectively as the “Parties”

WHEREAS the Minister is responsible for the Program entitled “Building Communities Through Arts and Heritage, Legacy Fund”, hereinafter called the “Program”;

WHEREAS the Recipient has submitted to the Minister a proposal for the funding of a Project called the “*Six Nations and Native Allies Commemorative Memorial at Queenston Heights*”, which qualifies for support under the Program; and

WHEREAS the Minister wishes to provide financial assistance to support the Project,

THEREFORE, in consideration of their respective obligations set out below, the parties agree to the following:

1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as “the Agreement”, in order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described in Annex “A” of this Agreement entitled *Project Description, Specific Conditions and Budget*.

2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a maximum amount of the lesser of \$420,000 or 50% towards the eligible expenditures incurred by the Recipient, for carrying out the Project described in Annex “A”.

3. TERM

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated at section 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex “A” of this Agreement for the period commencing on 2014/04/01 and ending on 2015/03/31. Unless otherwise pre-authorized by the Minister, only goods and services rendered within this time period shall be considered as eligible expenses.

3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of this Agreement, until and unless they are fulfilled or by their nature expire.

4. OBLIGATION TO INFORM THE PUBLIC

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

5. ACKNOWLEDGMENT

The Recipient shall prominently acknowledge, in English and in French, the contribution received from the Minister in any communication materials and promotional activities related to the Agreement in a manner satisfactory to the Minister. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient. The guidelines to follow for public acknowledgment of funding assistance, including the proper use of the Canadian Heritage signature and the Canada wordmark are found at the following address: <http://pch.gc.ca/pc-ch/peaf-pafa/index-eng.cfm>.

In addition, a plaque will be provided to the Recipient for placement on or within a reasonable distance of the project in order to publicly recognize the contribution of the Building Communities Through Arts and Heritage of the Government of Canada.

6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient

To the Minister:

The Corporation of the Town of Niagara-on-the-Lake
PO Box 100
1593 Four Mile Creek Road
Virgil, Ontario
L0S 1T0

Department of Canadian Heritage
Building Communities Through Arts and Heritage
15 Eddy Street, 15-8-C
Gatineau, Québec
K1A 0M5

Attention:
Brenda Garrett
Tel: (905)468-3266

Attention:
Anne Thompson
Senior Program Officer
Tel: (819) 953-3475
Fax: (819) 953-3457

7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex "A" and Annexes "B" and "C", Annex "A" will prevail.

- Annex A PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORT
- Annex E DELEGATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Recipient

The Minister

Brenda Garrett

Name (Print)

Treasurer

Position

Signature

Signature

Date

Date

Witness

Witness

Name (Print)

Name (Print)

Signature

Signature

ANNEX A

PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET

Description of the Recipient's Project

The Town of Niagara-on-the-Lake will install the commissioned public art work "Six Nations and Native Allies War of 1812 Commemorative Memorial at Queenston Heights" to commemorate the 200th anniversary of the historic Council of Peace and Reconciliation, which was held on August 31 and September 1, 1815 among the Six Nations of the Grand River Territory, those of New York and the British Crown and thereby recognizes the enormous sacrifice and contribution of our Native Peoples during the War of 1812.

Description of activities proposed by the Recipient

The Town of Niagara-on-the-Lake, together with local partners, will complete the commissioning for the creation of the work, oversee its installation on the grounds at Queenston Heights, complete the fundraising activities, the development of educational materials and the planning and presentation of an unveiling ceremony.

Official Languages Requirements

The Recipient, in consultation with the Minister, will determine the target audience and the needs of the official language communities concerned with an activity, a project or programming and, when applicable, will establish the linguistic requirements in accordance with the Treasury Board Policy on Official Languages, particularly Chapter 1-4 regarding Grants and Contributions and the Official Languages Accountability and Coordination Framework. When both parties agree that the target audience is composed of both official linguistic communities, the Recipient shall, with respect to the activity, project or programming:

- make any announcements to the public in both official languages;
- actively offer services to members of the public in both official languages;
- make available in both official languages any documents for the general public;
- encourage members of both official linguistic communities to participate in them; and
- organize them, when appropriate, in such a manner as to meet the needs of the two linguistic communities.

Expected outcomes/results and how they will be measured

Projects funded under the BCAH program must achieve all or some of the following expected results:

- Increased citizen participation in community festivals, events and activities;
- Increased opportunities for local artists and artisans to engage with their communities; and
- Increased exposure to local historical heritage.

The Department will evaluate the outcomes/results of each project, and will monitor the effectiveness and impact of Legacy Fund projects through a compilation of statistical data obtained from completed final reports (see Appendix D). These reports will collect data in the following areas:

- How the project serves an arts and/or heritage function in the community
- How the project provides opportunities for people to engage with their community

The Recipient will be required to provide data on the:

- Number of volunteers and volunteer hours
- Number of local artists, artisans and heritage specialists
- Number of local partners (community associations, service clubs, businesses, etc.)
- Value of support received from municipal government or equivalent authority for the project
- Value of support received from local community sources for this project

Specific conditions related to the Program:

1. Commemorative Plaque

In addition to the plaque that will be provided to you by the Department (see Acknowledgement on page 1), the Recipient shall publicly acknowledge the commemoration of the historical event of the project. For example, a plaque attached to a mural created by the community could read: *"The Six Nations and Native Allies of the War of 1812 Commemorative Memorial at Queenston Heights commemorates the end of the War of 1812, the reconciliation among the Six Nations of the Grand River Territory, those of New York and the British Crown and the enormous sacrifice and contribution made by our Native Peoples. The Council of Peace and Reconciliation was held on August 31 and September 1, 1815"*

2. Insurance

The recipient will insure, at his own expense, and at an adequate amount, all the movable and real property bought, built or renovated within the terms of this agreement. The insurance policy shall cover the duration of the agreement and, a period of at least 5 years following the termination of this agreement.

The recipient agrees to undertake in the 180 days following a disaster, one of the following actions:

- a) to make the repairs or renovations necessary to restore the capital asset to an equivalent condition;
- b) to rebuild an equivalent capital asset; or
- c) to purchase equivalent capital asset.

In the situation where the recipient would decide not to undertake one of the options previously stated, or if the Minister is of the opinion that the repaired, renovated, rebuilt or purchased good does not respect minimum requirements, the Minister reserves the right to require the reimbursement of part or all of the contribution that has been paid out. In this case, the recipient shall make the required reimbursement within 90 days following the receipt of a letter to this effect.

3. Provincial and Municipal requirements

The recipient agrees to adhere to all federal and provincial environmental requirements and provincial/municipal fire and safety standards associated with this project.

4. Environmental Assessment

Recipient's General Obligation

The Recipient shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial/territorial and municipal laws and regulations and related laws or guidelines with respect to environmental matters.

The Minister has determined that based on the information available at the time of the commencement of this Agreement, no environmental assessment, in accordance with the *Canadian Environmental Assessment Act*, S.C. 1992, c.37, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an environmental assessment is required in accordance with the Act or that steps are necessary to mitigate damage to the environment.

Budget Breakdown and Eligible Expenditures

Revenues:

Source of Funding	Amount
Local Support	\$644,000
Government Support – Legacy Fund	\$420,000
Government Support – Provincial	\$30,000
Shortfall	\$80,000
Subtotal - Cash	\$1,174,000
Applicant's contribution – In-kind	\$25,000
Subtotal – in-kind	\$25,000
Total Revenues:	\$1,199,000

Expenditures:

Column 1	Column 2	Column 3	Column 4
Expenditures by Category	Total Cost	Eligible Expenditures Under This Agreement Yes or No (Note 1)	Amount Approved Under This Agreement (Notes 2, 3 and 4)
Design, planning and assessment fees	\$80,000	YES	
Materials and construction	\$1,009,000	YES	
Administration	\$85,000	YES	
Subtotal - Cash	\$1,174,000		\$420,000
Administration	\$25,000		
Subtotal – In-kind	\$25,000		
Total Expenditures:	\$1,199,000		\$420,000

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

Note 3: Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex “B”, article 5, for conditions that apply when the funding is allocated to specific expenditures or expenditure categories under Column 4 above.

Note 4: If specific amounts are not stated for each eligible category under the column “Amount Approved Under This Agreement” (column 4), the Recipient may apply the Minister’s contribution, as it deems necessary, within the eligible expenditures set out in column 3. Therefore, pre-approval as required by article 5 of Annex “B”, will not be necessary. Note: Transfers of funds between expenditure categories must not change the nature of the funded project or programming.

ANNEX B

FINANCIAL CONDITIONS

1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Disbursements of the contribution to the Recipient will not exceed the following amount(s) or percentage share of funding for the applicable fiscal year(s), as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient within the fiscal year for which they are allocated:

Federal Government Fiscal Year 2014 - 15:
The lesser of \$378,000 or 50% of eligible expenditures

Federal Government Fiscal Year 2015 - 16:
The lesser of \$42,000 or 50% of eligible expenditures

- 1.2 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.
- 1.3 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government's fiscal year and according to section 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than 60 days prior to the end of the federal government's fiscal year. The Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.
- 1.4 In the event that the programming or project extends beyond the federal government's fiscal year and that the Recipient expects an unexpended balance to remain as at March 31st from advances received under this Agreement which the Recipient wishes to keep for the next fiscal year, the Recipient shall inform the Minister, in writing, no later than 30 days prior to the end of the federal government's fiscal year.
- 1.4.1 The Recipient shall submit a cash flow plan indicating how the unexpended balance will be disbursed during the period of April 1st until no later than September 30th of the following fiscal year.
- 1.4.2 If the Minister concurs with the plan, the Minister will authorize the Recipient, in writing, to retain a reasonable unexpended balance. Such an authorization, subject to the following conditions, will have the same value and the same effect as a formal amendment to this Agreement:
- 1.4.2.1 Any retained unexpended balance must be used to pay eligible costs under the terms of this Agreement; and
- 1.4.2.2 Any amount carried forward to the subsequent fiscal year must be spent by September 30th of that fiscal year. Any amount carried forward that remains unexpended after September 30th shall constitute a debt owing to Her Majesty and shall be repaid in October of that year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.
- 1.4.3 Should the cash flow plan not be approved, the unexpended balance shall constitute a debt owing to Her Majesty and the Recipient shall remit the unexpended balance by June 30th of the subsequent fiscal year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.
- 2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.

3. SURPLUS

- 3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex “A”. The Recipient further acknowledges that the Minister’s approval of funding for the Project was based in part on the representations set out in the Budget.
- 3.2 When submitting progress reports as required under article 6 of this Annex, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.
- 3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds *100 per cent of the total eligible costs*, unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.
- 3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

4. DESCRIPTION OF ELIGIBLE EXPENDITURES

The Recipient agrees that the Minister’s contribution will be applied to only those eligible expenditures described in Annex “A” of this Agreement.

5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

- 5.1 If more than one expenditure category is specifically funded in Annex “A” of this Agreement, the Recipient may transfer funds amongst approved expenditure categories, under the following circumstances:
- 5.1.1 after receiving written authorization from the Minister, if at least one expenditure category involved in the transfer(s) represents an increase or a decrease exceeding 15% of the amount of funding approved for that category. Such an authorization would have the same value and the same effect as a formal amendment to this Agreement.
- 5.1.2 without authorization from the Minister, provided that no expenditure category involved in the transfer(s) would be subject to an increase or a decrease exceeding 15% of the amount of funding approved for that category.
- 5.2 The Recipient may transfer funds from one item to another within the same expenditure category without the Minister’s authorization.

6. PAYMENT CONDITIONS

The Minister shall pay, to the Recipient, the contribution described in section 1.1 as follows:

- 6.1 The Minister may issue advance payments based upon the Cash Flow submitted by the Recipient. Payments will be issued on or about the first day of the period covered by the advance (please refer to first column below entitled “*Advance for the period of*”).
- 6.1.1 The Recipient must submit the reports indicated in the schedule below. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous payment conditions.
- 6.1.2 Advances are based upon the Recipient’s cash flow requirements and cannot exceed 90% of the financial assistance awarded for the current fiscal year.
- 6.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

6.1.4 Fiscal Year 2014 – 2015

Advance for the period of	Payment Conditions		
	Conditions or type of reports	Period covered by the report	Recipient's report submitted by
April 1, 2014 to March 31, 2015	Signed Agreement Cash Flow	Forecast: April 1, 2014 to March 31, 2015	Upon signature of agreement.

No payment required	Cash flow Activity Report	Actuals: April 1, 2014 to October 31, 2014 Forecast: November 1, 2014 to March 31, 2015 April 1, 2014 to October 31, 2014	November 30, 2014
No payment required	Cash flow as applicable as per Annex B, paragraph 1.3		February 1, 2015 as applicable
No payment required	Cash flow for unexpended balance, as applicable as per Annex B, paragraph 1.4	Forecast: April 1 to September 30, 2015	March 1, 2015 as applicable

6.1.5 Fiscal Year 2015 – 2016

Holdback	Audited Financial Report Final Activity / Results Report	September 23, 2013 to October 31, 2015 September 23, 2013 to October 31, 2015	December 30, 2015
----------	---	--	-------------------

6.2 The reports required for the purpose of this article are the following:

6.2.1 Cash Flow as described in section 7.1

6.2.2 Audited Financial Report as described in section 7.2

6.2.3 Final Activity/Results Report as described in Annex “D”

7. FINANCIAL REPORTS

7.1 Cash Flow:

7.1.1 For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements, as well as in-kind revenues and expenses as may be applicable, for the completion of the Project/Programming. This report must provide a breakdown of cash receipts and cash disbursements, as well as in-kind revenues and expenses, as per the expenditure categories set out in the budget included under Annex “A”, on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project/Programming after the Agreement is signed shall also be included. At the end of the project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

7.2 Audited Financial Report:

7.2.1 For the purpose of this Agreement, the Audited Financial Report shall clearly include all of the revenues realized and expenditures incurred by the Recipient for the given period with regard to the project funded, as per the budget categories set out in Annex “A” of this Agreement. Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be audited by professional accountants who are independent of the organization and are active members in good standing with one of the following professional associations: CA, CMA, CGA legislation. (Note: Some provinces do not allow CMA or CGA certified accountants to audit financial statements.)

8. ADVANCE PAYMENTS

8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister’s satisfaction.

8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient’s books and records conducted by auditors appointed by the Minister, as set out in article 11 of this Annex.

9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

10. OVERPAYMENT

- 10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.
- 10.2 When the Recipient's final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/ result report to the Minister.
- 10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than 30 days after the date of the notice by the Minister.
- 10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

11. AUDIT

- 11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 11.2 The Recipient acknowledges that, pursuant to section 7.1 of the *Auditor General Act*, R.S. (1985), c. A-17 (Reference: <http://laws.justice.gc.ca/en/A-17/>), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.
- 11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

12. INTEREST

Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188 (Reference: http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/tbm_142/iacr-eng.asp), plus three per cent (3%), from the due date to the settlement date.

13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).

ANNEX C

GENERAL TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT

The Recipient represents and warrants:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex "A" accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006,c.9 (Reference: <http://ciec-ccie.gc.ca/Default.aspx?pid=21&lang=en>) or the *Values and Ethics Code for the Public Service* (Reference: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <http://ciec-ccie.gc.ca/Default.aspx?pid=24&lang=en>) or the *Conflict of Interest Code for Senators* (Reference: <http://sen.parl.gc.ca/se0-cse/Eng/Code-e.html>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

2. OBLIGATIONS OF THE RECIPIENT

2.1 During the term of this Agreement, the Recipient shall:

- 2.1.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
- 2.1.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
- 2.1.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
- 2.1.4 ensure access by the Minister, her/his authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;
- 2.1.5 ensure access by the Minister or his authorized representatives to any of the recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to his authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
- 2.1.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and
- 2.1.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the *Values and Ethics Code for the Public Service*. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister's representative.

3. CERTIFICATION - CONTINGENCY FEES

Definitions that apply to this article:

“**contingency fee**” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

“**employee**” means a person with whom the Recipient has an employer/employee relationship; and

“**person**” includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, R.S. 1985, c. 44 (4th Suppl.) (Reference: http://www.ohttp://www.ocl-cal.gc.ca/eic/site/lobbyist-lobbyiste1.nsf/eng/h_nx00269.html), as the same may be amended from time to time.

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person.
- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex “B”, article 11).
- 3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

4. APPLICABLE LEGISLATION

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations.
- 4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.
- 4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbying Act*, R.S., 1985, c. 44 (4th Supp.).

5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT

- 5.1 The Recipient shall ensure that any information of a confidential nature to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the *Access to Information Act*, R.S., 1985, c. A-1 (Reference: <http://laws.justice.gc.ca/en/A-1/index.html>) and to the *Privacy Act*, R.S., 1985, c. P-21 (Reference: http://www.priv.gc.ca/legislation/02_07_01_e.cfm).
- 5.2 The Recipient acknowledges that the Minister is subject to the federal *Access to Information Act* and that nothing in this Agreement shall be interpreted so as to preclude the Minister from disclosing information that the Minister may be authorized to disclose under the *Access to Information Act* or pursuant to any applicable law, regulation, government policy, or any order of a court or other tribunal having jurisdiction.
- 5.3 The Recipient consents to the public disclosure by the Minister of any information provided by the Recipient to the Minister relating to the activities under this Agreement, including amounts advanced or paid as reimbursement of Eligible Costs, the criteria used for calculating payments, data showing the activities supporting such payments, and analysis, audit and evaluation reports relating to the Project. The Minister shall ensure that any public disclosure respects all legal requirements to protect personal information and third-party information.
- 5.4 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the *Privacy Act*, R.S.1985, c. P-21.
- 5.5 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement.
- 5.6 The Recipient shall ensure that any information of a confidential nature or personal information is adequately protected against unauthorized use or disclosure.

6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)

For any asset purchase (furniture, equipment, vehicles, immovable assets, etc) that has a cost of over \$2,000, the Recipient shall:

- 6.1 Subject to 6.3, preserve and maintain the assets acquired with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless;
 - 6.1.1 written exemption from this requirement is obtained from the Minister;
 - 6.1.2 the Minister authorizes the disposition of the asset;
 - 6.1.3 replacement of assets subject to wear is necessary; or
 - 6.1.4 assets that have become outdated require replacement.
- 6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:
 - 6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project;
 - 6.2.2 turned over to another organization or person designated or approved by the Minister; or
 - 6.2.3 disposed of in such other manner as may be determined by the Minister.
- 6.3 The Recipient agrees to preserve and maintain the immovable assets acquired with contribution funds and use them for the purpose for which they were acquired for a period of ten years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:
 - 6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;
 - 6.3.2 turned over to another organization or person designated or approved by the Minister; or
 - 6.3.3 disposed of in such other manner as may be determined by the Minister.

7. LIABILITY

- 7.1 The Minister and his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.
- 7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.
- 7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

8. INDEMNIFICATION

- 8.1 The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful or negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.
- 8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be

contrary to its interest or its obligations under the law. The un-named Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

9. INSURANCE

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

10. DEFAULT AND REMEDIES

10.1 The following constitute events of default:

10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;

10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

10.1.3 in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;

10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;

10.1.5 in the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and

10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.

10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this article, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

11. EVALUATION

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and

11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement to ensure compliance with the terms and conditions of the Agreement.

12. PARTNERSHIP

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

13. ASSIGNMENT AND SUBCONTRACTORS

The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

14. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

15. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

16. INTELLECTUAL PROPERTY

Any intellectual property developed as a result of the Project shall belong to the Recipient.

17. SUCCESSORS

This Agreement is binding upon the parties and their respective administrators and successors.

ANNEX D

**REPORTING REQUIREMENTS
INTERIM ACTIVITY/RESULTS REPORT**



Building Communities Through Arts and Heritage (BCAH) – Legacy Fund

Interim Report Form

As per your Contribution Agreement, **interim reports** and updated **cash flow statements** must be submitted to BCAH semi-annually. Based on their review and approval, further funding will be released.

Once you have completed the interim report, please submit a copy signed by a duly authorized person to the Canadian Heritage officer responsible for your funding application. Your completed interim report may be submitted by email, fax or mail.

If you have any questions, please call your Program Officer directly. Or, call our toll-free line at 1-866-811-0055 and ask to speak with someone who works in the Legacy Fund.

You may also send questions via email to bcah-dcap@pch.gc.ca. You may fax documents to (819) 953-3457. An electronic copy of this form can also be found on the BCAH Web site at: <http://www.pch.gc.ca/eng/1286367119506>.

A. Recipient Information

Name of your organization or group: _____ **Date:** _____

Name of your project: _____

Contact person's name: Mr. Ms. Other _____

First name	Last name	Title

Telephone number ()	Alternate telephone number ()	Fax ()	E-mail address
----------------------------	--------------------------------------	---------------	----------------



Building Communities Through Arts and Heritage (BCAH) - Legacy Fund

B. Project Information

Address of Project (street, city, province/territory, postal code)

Actual project start date:

Estimated project completion date:

Date(s) of unveiling or celebratory event:

Describe the progress that has been made towards the completion of your project. Include a list of activities completed to date. You may attach additional pages if necessary.

Briefly describe the remaining activities required for the completion of your project.

Indicate any major changes in your project work plan. Describe what measures are being taken to ensure project completion.

ANNEX D (CONT'D)

REPORTING REQUIREMENTS FINAL ACTIVITY/REPORT FORM



Building Communities Through Arts and Heritage (BCAH) – Legacy Fund

Final Report Form

The Department of Canadian Heritage is committed to providing Canadians with effective and accountable management of federal policies and services related to local arts and heritage and attaches great importance to measuring progress towards expected results of its programs, policies and initiatives. For this reason, it is important to know how projects funded under the BCAH program achieve the following expected results:

- **Increased citizen participation in local festivals, anniversaries, and commemorative projects;**
- **Increased opportunities for local artists and artisans to engage with their communities; and**
- **Increased exposure to local historical heritage.**

The Department evaluates the outcomes and monitors the effectiveness and impact of the BCAH program through a compilation of statistical data obtained from completed final reports.

Completing the final report is a condition for receiving future financial assistance from the BCAH program as well as for receiving held-back funding. You must submit a final report within 60 days of completion of your project. We will not accept or process any future funding application in your name until a report has been received. The Department will release the final payment upon receipt and approval of your final report.

Guidelines for the Completion of your Final Report

- Please complete all sections of this document. Where precise numbers are not available please estimate to the best of your ability. Where a response is not applicable, mark 'N/A.'
- Once you have completed your final report, please submit a copy signed by a duly authorized person to the Canadian Heritage officer responsible for your funding application. Your completed final report may be submitted by email, fax or mail.

Please note that the final report consists of the following form, a final budget, and support materials (such as press coverage and pictures).

If you have any questions, please call your Program Officer directly. Or, call our toll-free line at 1-866-811-0055 and ask to speak with someone who works in the Legacy Fund.

You may also send questions via email to bcah-dcap@pch.gc.ca. You may fax documents to (819) 953-3457. An electronic copy of this form can also be found on the BCAH Web site at: <http://www.pch.gc.ca/eng/1286367119506>.



Building Communities Through Arts and Heritage (BCAH) – Legacy Fund

A. Recipient Information

Name of your organization or group: _____ Date: _____

Name of your project: _____

Contact person's name: Mr. Ms. Other _____

First name	Last name	Title	
Telephone number ()	Alternate telephone number ()	Fax ()	E-mail address

B. Project Information

Address of Project (street, city, province/territory, postal code)

Project start date:	Project completion date:
Attendance at unveiling or celebratory event:	Date(s) of unveiling or celebratory event:

Final Project Cost:

Provide a brief description of the completed project. If it has several outcomes (for example, a park that includes a memorial statue, a historic pathway, etc.), please list these as well.

C. Arts and Heritage

Indicate the total number of those involved in the completion of the project:

Number of local artists	
Number of local artisans	
Number of local heritage specialists	

Indicate how the project meets the expected results of the BCAH program. (As specified on page 1 of this final report)

D. Volunteer Engagement

Total number of volunteers involved in the project:	
Total number of volunteer hours:	_____ hours

E. Local Support

Indicate the number of local partners involved in the completion of the project: (Including community associations, service clubs, businesses, etc.)	
Specify the value of cash and in-kind support received from your municipal government or equivalent authority for this project:	
Municipal or equivalent authority – Cash	\$
Municipal or equivalent authority - In-Kind	\$
Specify the amounts of cash and in-kind support received from local or community sources for this project (including donations from individuals, businesses, community groups, associations, etc.):	
Community Partners – Cash	\$
Community Partners - In-Kind	\$

F. Support Materials

- **Please enclose copies of the following with your Final Report:**
 - Promotional materials: advertising for unveiling, posters, flyers, pamphlets, etc.
 - Press coverage: selection of press clippings related to your project, particularly with regards to coverage related to community involvement.
 - Pictures of your project: both during and after completion.

G. Financial Statements

- For contributions of less than \$200,000, please provide a detailed financial report of the project signed by an authorized person, that includes all revenues and expenses (please refer to your Contribution Agreement).
- For contributions of \$200,000 or more, an audited financial report of the project must be submitted with this report.

Name and signature

Authorized Signature

Name (please print)

Date

APPENDIX E

DELEGATION OF SIGNING AUTHORITY

We, the undersigned Board members of _____,
(legal name of the organization)
confirm that the following staff is/are affirmed as signatory/signatories, having signing authority
for all matters concerning this Agreement.

Staff Signatory/Signatories

Name

Name

Position

Position

Signature

Signature

Board Signatures

Name of Board Member
(with signing authority)

Name of Board Member
(with signing authority)

Position

Position

Signature

Signature

AGREEMENT

BETWEEN:

**THE CORPORATION OF THE TOWN OF
NIAGARA-ON-THE-LAKE**, a municipality incorporated
under the laws of the Province of Ontario (the "Town")

-and-

THE NIAGARA PARKS COMMISSION, an agency of the
Government of Ontario (the "NPC")

WHEREAS:

The Town has entered into a Contribution Agreement with Her Majesty the Queen in Right of Canada as represented by the Minister of Canadian Heritage whereby the Town is to install the commissioned public art work "Six Nations and Native Allies War of 1812 Commemorative Memorial at Queenston Heights" (the "Commemorative Memorial") on the grounds at Queenston Heights;

NPC is responsible for the management, control and development of the park at Queenston Heights where the Commemorative Memorial is to be installed;

NPC has been provided with the Contribution Agreement which is attached as Schedule "A" to this Agreement;

The Town and the NPC wish to enter into this Agreement to clarify their respective rights and obligations with respect to the installation of the Commemorative Memorial at Queenston Heights.

NOW THEREFOR THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements contained herein and the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the Town and the NPC have agreed as follows:

1. The NPC consents to the installation of the Commemorative Memorial by the Town on the grounds of Queenston Heights and to the installation of the commemorative plaque as required by the Contribution Agreement.
2. The Commemorative Memorial shall be located at Queenston Heights in the location shown on Schedule "B" attached hereto.

3. The NPC authorizes the Town, its employees, contractors and commissioned artists to have access to Queenston Heights for the purposes of planning, installing and presenting the Commemorative Memorial to the public.

4. The Town agrees that it shall schedule the work to be done at Queenston Heights in connection with the installation of the Commemorative Memorial in consultation with the NPC in order to minimize the disruption to the operation of the park at Queenston Heights.

5. The NPC agrees that it shall not take any action or refrain from taking any action the result of which would result in the Town being in breach of its obligations under the terms of the Contribution Agreement.

6. The Town and NPC agree that upon completion of the Commemorative Memorial the NPC shall assume ownership of the Commemorative Memorial.

7. The Town and NPC agree that upon completion the NPC shall assume responsibility for the care and maintenance of the Commemorative Memorial for a period of not less than Ten (10) years, and that the NPC shall utilize One Hundred Thousand (\$100,000.00) Dollars from the Niagara-on-the-Lake 1812 Bi-Centennial Legacy Sub-Committee for this purpose.

8. Any notices or communications with respect to this Agreement shall be sent to the following recipients:

To the Town

The Corporation of the Town of
Niagara-on-the-Lake
PO Box 100
1593 Four Mile Creek Road
Virgil, ON L0S 1T0

Attn.: Brenda Garrett
905 468 - 3266, ext. 232

To the NPC

The Niagara Parks Commission
PO Box 150
7400 Portage Road
Niagara Falls, ON L2E 6T1

Attn.: John Lohius, General Manager
905 356 - 2241, ext. 225

9. This Agreement shall be governed by the laws of the Province of Ontario and shall be binding upon the successors and assigns of parties.

IN WITNESS WHEREOF the parties hereto have signed this Agreement this ____ day of July, 2014.

The Corporation of the Town of Niagara-on-the-Lake
Per:

Lord Mayor Dave Eke

Town Clerk Holly Dowd

The Niagara Parks Commission
Per:

**NIAGARA-ON-THE-LAKE WAR OF 1812 BICENTENNIAL COMMITTEE
July 2014**

NAME	PROFESSIONAL AFFILIATION
Co-chairs:	
Richard Merritt	Community Representative
Wesley Turner	Community Representative
Leah Wallace	Town Representative
Janice Thomson	NOTL Chamber of Commerce
Rebecca Pascoe	Niagara Parks
Jim Hill	Niagara Parks
Erika Alexander	Friends of Fort George
Jim Alexander	Friends of Fort George
Cathy Simpson	NOTL Public Library
Harry Murdoch	Community Representative (St. Davids)
Rick Meloen	Community Representative
Ken Gansel	Community Representative
Tony Chisholm	Community Representative
Dave Eke	Lord Mayor, Town of NOTL
Peter Martin	Parks Canada
Keith Wood	Community Representative (treasurer)
Sarah Maloney	Niagara Historical Society
Ron Fritz	Community Representative (Queenston)
Caroline McCormick	Friends of Laura Secord

**WORKING GROUP FOR THE NATIVE MEMORIAL ON QUEENSTON
HEIGHTS (ad hoc committee)**

Richard Merritt (acting chair)	Co-chair NOTL War of 1812 Bi. Committee
John Hawley	Traditional Neighbourhood Developments, Pres.
Sarah Maloney	Manager Director, Niagara Historical Society
Clark Bernat	Manager, City of Niagara Falls Museums
Rick Hill	Chairperson, Six Nations Legacy Consortium
Dennis Martel	Consultant, First Nations and Metis Relations
Ron Gourlay	Community Representative

Advisors:

Jared Picher	Regional Superintendent, Parks Canada
Jim Hill	Superintendent of Heritage, Niagara Parks
Holly Dowd, Brenda Garrett & Dawn McInnis	Town of NOTL Staff



Canadian
Heritage

Patrimoine
canadien

Canada



Building Communities Through Arts and Heritage

Component III — Legacy Fund
Guide

Updated July 2012



Cette publication est également disponible en français.

© Her Majesty the Queen in Right of Canada, 2012

Catalogue No.: CH36-4/8-3-2012E-PDF

ISBN: 978-1-100-2061-9

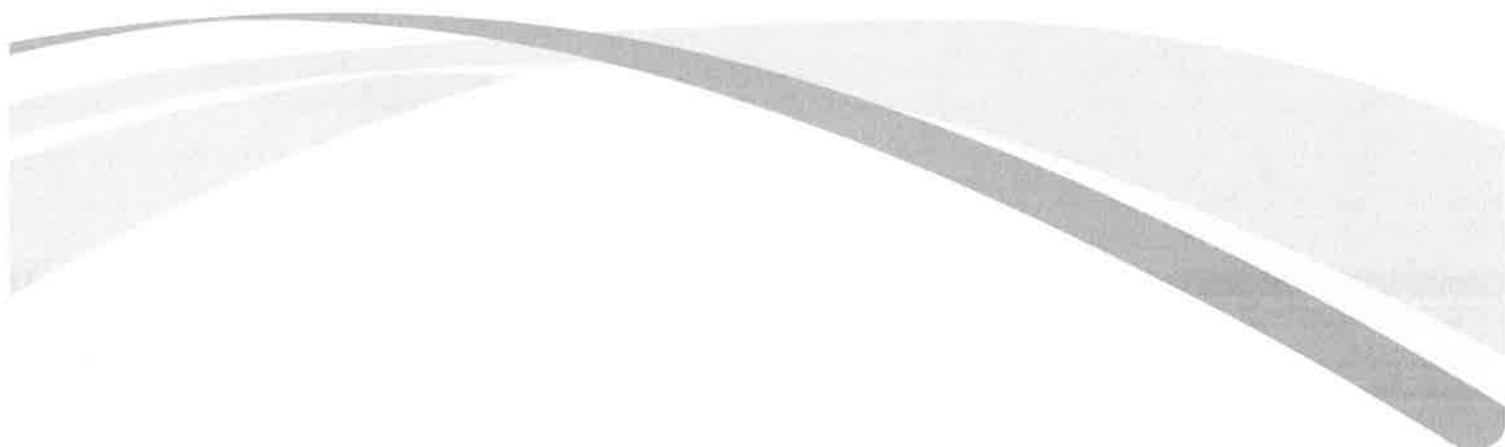


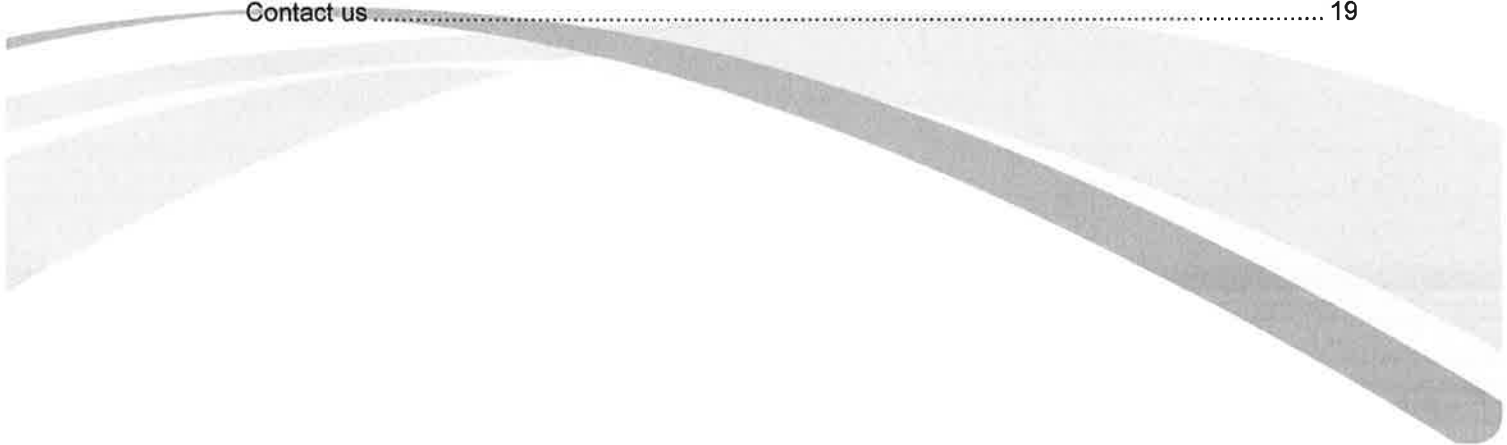
Table of Contents

Building Communities Through Arts and Heritage — Introduction

Program objective	4
Expected results	4
Program components	4
To which Program component should you apply?	6

Guidelines for Component III — *Legacy Fund*

Application deadlines	7
Who can apply?	7
Who cannot apply?	8
What are the eligibility requirements?	8
What projects are eligible?	9
What projects are not eligible?	9
What expenses are eligible?	10
What expenses are not eligible?	11
The <i>Legacy Fund</i> and the <i>Canadian Environmental Assessment Act</i>	11
How are applications evaluated?	12
Application processing time	13
If you receive funding	13
How to apply	14
Glossary	17
Contact us	19



***Building Communities Through Arts and Heritage* — Introduction**

Every year, all across the country, Canadians enrich local community* life by organizing and participating in arts and heritage* activities such as festivals*, commemorative events and legacy projects.

The Government of Canada's *Building Communities Through Arts and Heritage* program supports local arts and heritage festivals*, commemorations* and legacy projects that encourage community engagement* through the active involvement of volunteers*, community partners, local artists*, artisans*, heritage specialists or performers and the local population at the event.

PROGRAM OBJECTIVE

To engage* citizens in their local communities* through performing and visual arts, as well as through the expression, celebration, and preservation of local historical heritage*.

EXPECTED RESULTS

- Local* citizens are provided with opportunities to engage* in their communities* through local arts and heritage*
 - Local partners within the community provide support to funded local festival*, community anniversary and/or legacy projects
 - Local citizens have opportunities to be exposed to local arts and heritage
 - Local artists*, artisans* and/or heritage performers are provided with opportunities to engage in their communities through local arts and heritage
-

PROGRAM COMPONENTS

The *Building Communities Through Arts and Heritage* program funds projects through three separate components. These components are administered independently and have separate guidelines and application forms.

Component I — *Local Festivals*

This component provides funding of up to 100 percent of eligible expenses to a maximum of \$200,000 for **recurring festivals** that:

- are organized locally*
- actively involve members of the local community* (e.g., volunteering*)
- are intended for the general public
- are barrier-free, easily accessed and appropriately promoted
- present the work of local artists*, artisans*, or heritage* specialists or performers

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

Component II — *Community Anniversaries*

This component provides funding of up to 100 percent of eligible expenses to a maximum of \$200,000 for **non-recurring events, related activities, and minor capital projects** that:

- commemorate a significant local historical event* or pay tribute to a significant local historical personality*
- mark a 100th anniversary or greater, in increments of 25 years (e.g., 125th, 150th)
- are organized locally*
- actively involve members of the local community (e.g., volunteering)
- are intended for the general public
- are barrier-free, easily accessed and appropriately promoted
- present the work of local artists, artisans*, heritage specialists or performers

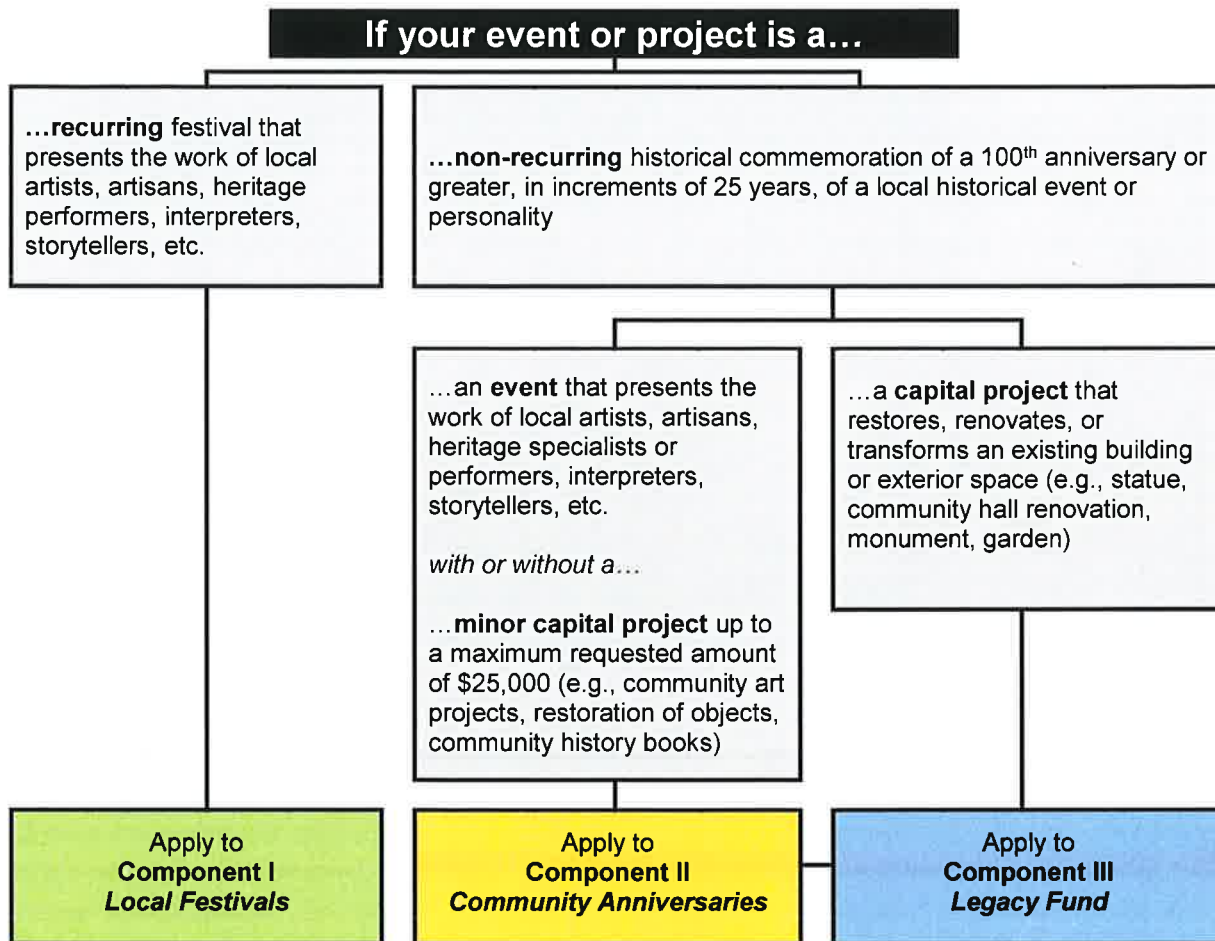
Component III — *Legacy Fund*

This component provides funding of up to 50 percent of eligible expenses to a maximum of \$500,000 for **community capital projects** that:

- commemorate a significant local historical event or pay tribute to a significant local historical personality
- mark a 100th anniversary or greater, in increments of 25 years (e.g., 125th, 150th)
- transform existing buildings or exterior spaces*
- actively involve members of the local community (e.g., volunteering)
- are intended for the general public
- are barrier-free, easily accessed and appropriately promoted
- present the work of local artists, artisans, heritage specialists or performers

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

TO WHICH PROGRAM COMPONENT SHOULD YOU APPLY?



NOTE: If you are planning to apply for a capital project of the following type - a statue, monument, fountain, garden, permanent exhibition, public art installation, mural - please contact the *Legacy Fund* to discuss whether the project fits best with the *Community Anniversaries* or *Legacy Fund* component. Please call 1-866-811-0055 and ask to speak to a Program Officer working in the *Legacy Fund* component of *Building Communities Through Arts and Heritage*.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

Guidelines for Component III — *Legacy Fund*

The *Legacy Fund* component provides funding for capital projects that are linked to the celebration of a 100th anniversary or greater, in increments of 25 years (100, 125, 150, etc.), of a significant local historical event or local historical personality. The projects must involve the restoration, renovation or transformation of existing buildings or exterior spaces*.

Successful applicants may receive up to 50 percent of eligible expenses to a **maximum of \$500,000**. Please note that *Building Communities Through Arts and Heritage* is a highly competitive program and the demand exceeds available resources. Even if eligibility requirements are met, there is no guarantee of support.

APPLICATION DEADLINES

There is no fixed deadline for *Legacy Fund* submissions; however, your project must be submitted at the latest by the date of your anniversary. In general, you should allow about 12 months to complete your application and have it assessed, or six months for smaller projects. Please take this into account when planning your project. You must contact the *Legacy Fund* to discuss your project before submitting your application. The contact information is available at the end of this document.

WHO CAN APPLY?

To be **eligible** for funding from the *Legacy Fund* component, your organization must have been in existence for at least two years, plan to continue operating after this project's completion, and be one of the following:

- a local* non-profit incorporated organization, or
- a local band council, local tribal council, or other local Aboriginal government (First Nations, Inuit, or Métis) or equivalent organizations, or
- a municipal administration or any of its agencies, boards or commissions that, for the purposes of your proposed commemoration* project, demonstrate an active partnership with at least one community*-based group

In addition, all applicants, including the community-based groups that will partner with municipal governments, must:

- have a publicly stated objective that is linked to the local community
- encourage local community engagement* through activities that promote, celebrate, and preserve local arts or local heritage*

For projects with multiple stakeholders, the applicant must be responsible for implementing the project (managing the finances, taking legal responsibility).

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

WHO CANNOT APPLY?

- individuals
- ad hoc groups and organizations without legal incorporation
- for-profit entities
- federal, provincial or territorial governments, including their Public Institutions (such as schools and universities) and Public Authorities (such as school boards or commissions, public library boards) that are not connected to the municipal government, with the exception of band councils and equivalents, as provided above
- educational institutions including universities, colleges and school boards; public libraries, hospitals
- groups with an exclusively provincial, territorial, national or international mandate
- groups whose complete final reports for festivals*, events, or projects previously funded by *Building Communities Through Arts and Heritage* have not been received by the Department

WHAT ARE THE ELIGIBILITY REQUIREMENTS?

To be **eligible** for funding from the *Legacy Fund* component, your capital project must:

- actively encourage local community engagement* through volunteerism* and citizen involvement in the planning, management or ongoing operations of the project and through the creation of community partnerships
- mark a 100th anniversary or greater, in increments of 25 years (e.g., 125th, 150th) of a significant local historical event* or a significant local historical personality* (e.g., the person's birth, death, or the year of their significant achievement)
- demonstrate a clear link to the anniversary
- involve the restoration, renovation, or transformation of existing buildings and/or exterior spaces* with local community significance that are intended for community use
- be tangible and lasting with a useful life of at least ten years
- provide an unveiling/launch or celebratory event
- be designed for and open/accessible to the general public

If you **are not** a municipal administration or equivalent authority, your organization must have the written support of your municipal administration or equivalent authority, in the form of cash and/or in-kind* support specifically for this project.

If you **are** a municipal administration, your organization must: provide cash and/or in-kind support, and have the written support of a local community group that demonstrates how it will:

- Have a meaningful degree of decision-making authority during the project; and
- Be primarily or jointly responsible for the operations, programming or maintenance of the completed project (where relevant).

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

NOTE: The Department of Canadian Heritage will fund one *Legacy Fund* project per community to commemorate the same event or person. If the Department receives more than one such application, the applicants will be required to contact the municipal administration or equivalent authority to determine which project will be submitted to the *Legacy Fund* component.

WHAT PROJECTS ARE ELIGIBLE?

Community*-initiated projects that are intended to commemorate an event or person and that involve the restoration, renovation, or transformation of an existing building and/or exterior space* intended for community use, such as, but not limited to:

- a community museum or theatre
- a longhouse
- a formerly religious building transferred to secular use
- a public garden or park for which over half the costs deemed reasonable by the Department are devoted to the arts and heritage* elements (the legacy) of the anniversary

Community-initiated projects that involve the purchase, commissioning, restoration, and/or installation of objects that will transform an existing building and/or exterior space intended for community use, such as, but not limited to:

- a work of art
 - a monument
 - a sculpture
 - a public mural
 - a fountain
-

WHAT PROJECTS ARE NOT ELIGIBLE?

- buildings celebrated for their architectural history, unless they have played a significant role in the enhancement of community* life
- projects that forecast a deficit
- projects that receive financial support under the *Canada Cultural Spaces Fund* or components of the *Celebration and Commemoration Program* of the Department of Canadian Heritage, including *Celebrate Canada*
- projects commemorating Canada Day (July 1), National Aboriginal Day (June 21), Saint-Jean-Baptiste Day (June 24), or Canadian Multiculturalism Day (June 27)
- projects commemorating the national days, historical events, or personalities of other countries or projects taking place outside Canada
- projects that are primarily intended for recreation or sport, unless celebrating a locally significant anniversary of a sport or recreational activity
- projects that are of a primarily religious, political, or commercial nature

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

- projects on grave sites or cemeteries
- public works projects* such as the building or restoration of roads, wharfs, and sewers
- construction of a new building
- historical building renovations that are not directly linked to the commemoration* (e.g., buildings less than 100 years old)

If your project does not meet the Program's requirements, please visit the Funding Opportunities section of our website for more funding options by clicking [here](#).

WHAT EXPENSES ARE ELIGIBLE?

The Program funds expenses that are directly linked to activities that encourage and promote community engagement* and that reflect the expected results of the Program, through projects that commemorate a significant historical event or personality. Some examples include:

- costs related to the restoration, renovation, or transformation of a building and/or an exterior space*, including demolition, excavation, materials, labour and specialized equipment*
- costs related to the commissioning and/or installation of statues, murals, works of art, fountains and Aboriginal gathering circles
- acquisition of land, buildings, or significant objects
- costs associated with the unveiling/launch of the commemorative project of up to 10 percent of total eligible project costs to a maximum of \$10,000
- the commissioning of planning and design studies for the project (e.g., architectural drawings, engineering studies, environmental assessments, heritage* reports)
- costs incurred in conducting project financial audits for requests over \$200,000
- costs of recruiting, training, and supporting local volunteers* who are directly involved in the transformation of a building/exterior space
- project contingency* of up to 10 percent of cash expenses directed towards planning, acquisition, construction, or material costs of the project
- cost of insurance for eligible activities
- HST, PST, GST: Only the portion of the applicable tax that is not reimbursable by the federal government through its tax credit program is eligible.

Applicants who incur expenses for a project before receiving written confirmation of funding do so at their own risk. Even if a project is approved, the Department cannot fund expenses incurred before the application submission.

Example: You are transforming a heritage building into an art gallery that will feature a permanent exhibit of the town's founding, to celebrate the municipality's centenary. The project has total eligible expenses of \$620,000. However \$120,000 of the materials were purchased before your completed application is submitted. You are therefore allowed to apply for up to 50 percent of \$500,000 only or a maximum of \$250,000.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

WHAT EXPENSES ARE NOT ELIGIBLE?

- costs related to routine maintenance
- operating expenses of your organization (e.g., salaries, business travel expenses, office equipment and furniture, vehicles)
- purchase, commission, or restoration of religious art or artifacts currently used or projected for use in the practice of religious rites or ceremonies
- expenses related to archaeological digs
- costs related to public works infrastructures such as building/restoration of roads, wharfs, bridges or sewers
- restoration of cemeteries or grave sites
- purchase, commission, or restoration of items that are intended for sale

LEGACY FUND AND THE CANADIAN ENVIRONMENTAL ASSESSMENT ACT

Consistent with its commitment to sustainable development through all of its policies and Programs, the Department of Canadian Heritage requires that applications to *Building Communities Through Arts and Heritage* be subject to the rules and regulations of the *Canadian Environmental Assessment Act**.

Your application to the *Legacy Fund* component must include a completed *Exclusion Questionnaire* of the *Canadian Environmental Assessment Act*, which is available on the website, and is available from the Program. Please consult the Contact us information in this Guide.

The information requested in the *Exclusion Questionnaire* is used to determine whether a project will require an environmental assessment under the *Canadian Environmental Assessment Act*. Some examples of projects that may require an environmental assessment are:

- projects in a national park, national park reserve, national historic site, or on a First Nations Reserve
- projects located within 30 metres of a body of water

If an environmental assessment is required for your project, your group will have to communicate with an officer of Public Works and Government Services Canada (PWGSC) to complete the process and to confirm your eligibility for funding from the *Building Communities Through Arts and Heritage* program. The environmental assessment will determine the nature and extent of any adverse environmental consequences that could result from the project, and the mitigation measures that may be necessary to complete the project as planned.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

HOW ARE APPLICATIONS EVALUATED?

The Department of Canadian Heritage will assess your application based on the following three evaluation sections:

1. Community engagement* (30 percent)
2. Impact on arts and heritage* in the community (30 percent)
3. Management capacity (40 percent)

Some of the specific factors to be considered include:

- the roles and responsibilities of volunteers* before, during and in the ten years after the project's completion (the latter for building/museum projects in particular)
- whether the volunteers will be involved in initiating the project and in decision-making as the project goes forward
- the number of community partners involved in your project and the in-kind* and/or cash value of their commitment (local organizations*, including municipalities, and independent contractors that provide cash or in-kind services necessary for the successful completion of the project)
- the degree to which the project will be accessible and visible to the local community
- the significance to your community of the local historical event* or local historical personality* being commemorated
- the link between the project and the anniversary
- how your project will increase community exposure to local arts and heritage
- the degree to which ongoing local arts and/or heritage activities/experiences will be encouraged through the project
- the number and/or level of engagement of local artists*, artisans*, designers and/or heritage specialists in the design, implementation, and/or ongoing activities of the project
- how you demonstrate that your project is barrier-free, easily accessed and appropriately promoted
- the reasonableness of your budget and timeline
- your ability to manage the project (e.g., past experience, qualifications of the project manager)
- the portion of funding still to be raised, and the likelihood that the unconfirmed funding for the project will be secured
- the degree to which the *Building Communities Through Arts and Heritage* objectives were met by previously funded projects (where applicable)

Included in the assessment process may be an examination of your website, media coverage of your project, your group and its activities, and other public documents. Funding decisions are based on the number and quality of requests received. Applicants must pass each of the three evaluation sections in order to be approved for funding.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

APPLICATION PROCESSING TIME

The Department of Canadian Heritage will send you a letter of acknowledgment within two weeks of receipt of your application. If you do not receive an acknowledgment within that period, please contact the Program.

The goal is to issue official written notification of the funding decision within 26 weeks from receipt of a *complete* application. Processing time will vary depending on the overall demand for funding, as well as the nature and complexity of each proposal. All applicants will be notified in writing about the results of their application.

IF YOU RECEIVE FUNDING

The *Legacy Fund* can support up to 50 percent of the total eligible expenses. The maximum support available from the *Legacy Fund* for any one project is \$500,000. Given the success to date of the *Building Communities Through Arts and Heritage* program and the demands on its limited resources, the majority of *Legacy Fund* awards will be under \$200,000.

For funding amounts of \$50,000 or less, the Department of Canadian Heritage will determine if the funding will be disbursed as a grant* or as a contribution*. Funding amounts of more than \$50,000 are disbursed through a contribution agreement.

Some eligible expenses under the *Legacy Fund* component may receive funding from other government sources (federal, provincial/territorial, municipal governments). The combination of financial assistance received from the *Legacy Fund* component and other government sources cannot exceed 100 percent of the total eligible expenses.

If your application is approved for a grant, your initial payment will be processed within 28 days of the Program's receipt of the signed Liability Waiver Form, by which you indemnify the Crown and all its employees from the results of the undertakings of your group.

If your application is approved for a contribution, your initial payment will be processed within 28 days of the Program's receipt of the signed contribution agreement and a request for payment. Please note that in the case of a contribution, a waiver of liability is included in the contribution agreement.

Recipients are strongly encouraged to obtain insurance to cover their own and their volunteers** activities within the context of the project.

Recipients will be required to provide a revised budget and a monthly cash flow* for the duration of the project. If the Department determines that your project will require an environmental assessment consistent with the *Canadian Environmental Assessment Act**, funding will be conditional on receipt and

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

acceptance of the assessment report. In some cases, funding may also be conditional on the completion of steps to mitigate damage to the environment.

Recipients are required to publicly acknowledge the commemoration of the historical event or personality. For example, a plaque attached to a mural created by the community* could read, "This mural (title) was created by the community of (name) in 2012 to commemorate the 100th anniversary of the incorporation of the town in 1912."

All recipients must acknowledge funding from the Department of Canadian Heritage in promotional materials as well as during unveilings and celebratory events, in a manner consistent with the guidelines found by clicking [here](#). Consult the Program for further information.

The Department will, at its discretion, provide a plaque acknowledging the Government of Canada's financial assistance to the recipient, for placement on, or within a reasonable distance of the project. Plaques will be prepared and shipped at the Department's expense.

All recipients are required to submit a complete final report to the Department. The report template is available on the Program's website.

Recipients of a contribution of \$200,000 or greater are required to submit an audited financial report of their project.

The Department may undertake to monitor your *Legacy Fund* project by conducting a site visit or through media coverage.

The historical accuracy and content of the project are solely the responsibility of the recipient.

HOW TO APPLY

Please contact a Program Officer to discuss your project before submitting your application.

USING THE INTERACTIVE FORMS

The Application Form, the *Exclusion Questionnaire of the Canadian Environmental Assessment Act**, the Budget and the Cash Flow* Statement are available on the Department's website.

USING THE PAPER FORMS

If you wish to apply using the paper format, you can obtain the complete application package by contacting the Department. The Contact us information is published in this Guide and on the website by.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

Step 1 – Complete the forms

Complete and provide signatures **as required**:

- General Application Form Parts A to D (signature required)
- Budget (must balance)
- Cash Flow
- *Exclusion Questionnaire* of the *Canadian Environmental Assessment Act* (signature required)
- Application Checklist

Step 2 – Assemble the application package

Using the Application Checklist as a guide, assemble the application package. Be sure to include the Application Checklist itself in the application package. Please note that incomplete applications may not be assessed.

In addition to the forms completed in **Step 1**, include the following documents, as per the Application Checklist:

- proof of the anniversary date
- documentation for cost estimates included in the budget
- a copy of your organization's letters patent and/or documents of incorporation
- a copy of your organization's two most recent financial statements (audited if available)
- a copy of your organizational chart and a list of your Board of Directors or band council members
- a schedule of activities or work plan for the project
- documentation of ownership or long-term facility lease (minimum ten years) or operational agreements between the organization and the facility owner
- a letter from the party responsible for the maintenance and ongoing operations for the next ten years
- confirmation that the project will meet provincial and municipal fire and safety standards

Where applicable:

- a copy of your organization's bylaws (not mandatory in Quebec)
- a fundraising plan (unless all other funds are confirmed)
- architectural and engineering studies, with preliminary designs and specifications
- confirmation that if your project is located in an historic place that has been formally recognized by a federal, provincial or municipal authority and/or is listed on the Canadian Register of Historic Places (CRHP), you have consulted and are in compliance with the Standards and Guidelines for the Conservation of Historic Places in Canada (S&Gs). Both the CRHP and the S&Gs are accessible at www.historicplaces.ca
- for projects with total expenses over \$200,000 that will have ongoing activities and/or will require operating support beyond regular maintenance, a business plan* for the project, including financial operations for the first three years after completion of the project
- for major renovation/expansion projects with total expenses over \$200,000, an independently written feasibility study* for the project

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

If you are an incorporated organization: a letter of support from the municipal administration or equivalent authority that includes:

- endorsement of the capital project to commemorate this anniversary
- the monetary value of the support in cash and/or in-kind*, to this project, presented separately

If you are a municipality or equivalent authority: a letter of support from the local community* group describing its role in the project. Note that the partner must demonstrate that it will either:

- Have a meaningful degree of decision-making authority during the project; and
- Be primarily or jointly responsible for the operations, programming or maintenance of the completed project (where relevant)

Step 3 – Submit the application to the Program

Choose **only ONE** of the following two acceptable means to submit your complete application including supporting material.

1. Email

Email all the items listed in **Step 1** to:

bcah-dcap@pch.gc.ca

All scanned signatures on all emailed documents must be handwritten and legible.

Emailed applications that do not have all the required signatures will be considered incomplete.

Or

2. Mail, Courier or Hand-deliver

Mail, courier or hand-deliver all the items in **Steps 1 and 2** to the mailing address of the Program.

Mailed, couriered or hand-delivered applications that do not have all the required signatures will be considered incomplete.

The Department of Canadian Heritage will send you a letter of acknowledgment within two weeks of receipt of your application. If you do not receive an acknowledgment within that period, please contact the Program.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

GLOSSARY

For the purposes of the *Legacy Fund*, the following definitions apply:

Artisan: Submissions featuring artisans must present arts and crafts (textiles, fashion, glass, wood, stone, folk art, floral art, etc.). Artisans from other areas, including food artisans who produce food for tasting, without a direct relation to local heritage tradition are not eligible under this Program because it is not a question of artistic activity, or activity within the local heritage.

Business plan: A written document that describes an organization's current status and plans for three to five years into the future. A business plan describes how an organization is accountable to its community, how it monitors and evaluates progress, and demonstrates how its projects will improve financial performance. It generally projects future opportunities and maps financial, operational, and marketing strategies to achieve its goals.

Canadian Environmental Assessment Act: An Act that ensures that the environmental effects of projects are carefully reviewed before federal authorities take action in connection with them so that projects do not cause significant adverse environmental effects.

Cash flow: A presentation of all anticipated revenue and planned expenses that will occur over the length of your project. At the beginning of your project, your cash flow presentation will forecast revenue and expenses to help you manage your funds. Over time your cash flow presentation will need to be updated to reflect the actual revenue and expenses.

Commemoration: Non-recurring local events or activities that pay tribute to an historical event or historical personality of significance for the community.

Community: The persons residing in and sharing a common geographic area that is smaller than a province or territory.

Contingency: A budgeted amount set aside to accommodate uncontrollable price fluctuations in a project. Increases in the price of materials and unforeseen construction delays are common uses for a contingency amount. The *Legacy Fund* allows for a budgeted contingency of up to 10 percent of the total planning, acquisition, and material costs; however, the contingency should be less than 10 percent for simpler projects, such as those with only a few vendors, or those to be completed in the short-term. Because of the speculative nature of contingency, it is not considered a reimbursable expense. It can be included in the calculation of the project's total eligible costs, however, thus increasing the project's maximum eligible requested amount.

Contribution: A payment issued by the Department of Canadian Heritage to an organization for a specific purpose, as outlined in a contribution agreement signed by the Department and the recipient. Recipients of a contribution are required to submit activity reports and revenue and expense reports.

Engagement: Identification of one's self as a part of a community; commitment to one's community.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

Exterior spaces: Defined outdoor spaces such as public gardens or parks that are accessible for public use.

Feasibility study: An independently written report prepared prior to starting a project to determine the likelihood of its success. A feasibility study is the foundation of future planning documents that summarizes basic requirements for a successful project. It provides options that can influence the design, location, size, or type of project to be undertaken. Feasibility studies identify potential obstacles to be addressed, such as layout, design, operating costs, program space, and the need in the community. A feasibility study makes recommendations that include timetables, budgets, and fundraising strategies that can help your organization realize the project.

Festival: A period of celebration that includes a number of local arts and/or historical heritage activities that are held in a particular locality.

Grant: A payment issued by the Department of Canadian Heritage to an organization for a specific purpose. An organization that receives a grant is not required to submit revenue and expense reports, but must submit a final report to the Department upon project completion.

Heritage: Comprises activities related to tangible or intangible attributes related to arts and/or history for the purpose of this Program. Examples: artifacts, arts objects, archives, stories, songs, legends, tradition, historical sites and events, but not restricted to them.

In-kind support: Donated goods or services (by a third party) without expectation of compensation or remuneration. In-kind support is considered to be a real contribution to the total

planned expenses, but is not reimbursable by the *Building Communities Through Arts and Heritage* program. Donated goods or services may be eligible if they:

- are essential to the project's success, are eligible under the program guidelines, and would otherwise be purchased by the recipient
- can be assessed at fair market value (i.e., in relation to the purchase of similar materials and services)
- are recorded in the budget at fair market value, with total in-kind expenses equaling total in-kind revenue

Local: Pertaining to a geographic area that is smaller than a province or territory, with a population characterized by a common culture, economic activity, historical heritage, etc.; and by extension:

- **Local artist or artisan:** An artist or artisan born in, residing in, or having a significant connection to the geographic community identified by the applicant.
- **Local group or organization:** A group or organization that, through either its mandate, objectives or activities, clearly engages the geographic community in which it operates.
- **Local heritage:** Historical events or personalities directly linked to the history of the geographic community identified by the applicant.
- **Local historical event:** An occurrence in the past that contributed to shaping the geographic community identified by the applicant.

* For definitions of terms associated with the Program, please see the glossary at the end of the document.

- **Local historical personality:** A person who was born in, resided in, or had a significant connection to the geographic community identified by the applicant.

Participation: The members of a community taking part in activities such as festivals, events or projects. This participation can take various forms including donations of time, money, goods, services, etc.

Primarily arts and heritage: Arts and heritage are the main focus of the events rather than an accessory.

Public works projects: These are construction or engineering projects carried out by the government on behalf of the community. Common examples include roadwork, bridges and canals. In some special cases, these types of

projects may be considered for funding, but only if they transform the object into a heritage site, community space, or other eligible *Legacy Fund* project. For example, the restoration of a historic covered bridge could be eligible if its primary function was to preserve and celebrate its place in history.

Specialized equipment: Technical equipment intended to support arts or historical heritage activities following the completion of a capital project (e.g., security system, sound system for a community building, lighting board and lights for a community theatre).

Volunteers: Individuals who of their own free will offer time, energy and skills with no expectation of monetary reward.

CONTACT US

Legacy Fund, Building Communities Through Arts and Heritage Program
Canadian Heritage
15 Eddy Street, 15-8-C
Gatineau, Quebec K1A 0M5
Toll-free: 1-866-811-0055
Email: bcah-dcap@pch.gc.ca

* For definitions of terms associated with the Program, please see the glossary at the end of the document.