



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

A G E N D A **ARTS, CULTURE AND SPECIAL EVENTS** **ADVISORY COMMITTEE MEETING**

June 3, 2009

7:00 p.m.

Esquimalt Council Chambers

1. **CALL TO ORDER**

2. **LATE ITEMS**

3. **APPROVAL OF THE AGENDA**

4. **MINUTES**

- (1) Minutes of the Arts, Culture and Special Events Advisory Committee meeting, May 6, 2009 Pg. 1 – 4

5. **OLD BUSINESS**

- (1) Work Plan Finalization
(2) Arts Grants
(a) Parks and Recreation Community Events Funding
(3) Public Art Policy

6. **REPORTS FROM SUB-COMMITTEES**

- (1) Buccaneer Days
(2) Fall Arts Harvest
(3) Spring Garden Tour in 2010 / Art in the Park 2010
(4) Esquimalt Art Lending Library
(5) Walking Events

7. **REPORT FROM STAFF LIAISON**

8. **COMMUNICATIONS**

- (1) Information from Brian Gray Re: Kraft Celebration Tour Official Rules Pg. 5 – 10

9. **COMMITTEE MEMBER ANNOUNCEMENTS / REPORTS**

10. **NEXT MEETING**

11. **ADJOURNMENT**



CORPORATION OF THE TOWNSHIP OF ESQUIMALT

**MINUTES
ARTS, CULTURE AND SPECIAL EVENTS
ADVISORY COMMITTEE**

Wednesday, May 6, 2009

7:00 p.m.

Council Chambers, Municipal Hall

PRESENT: Councillor Bruce McIldoon
Councillor Meagan Brame
Janet Jones – Chair
Norm Swan – Vice Chair
Nick Brame
Avrille Gosling

STAFF: Karen Hay – Planning Technician
Deborah Liske – Recording Secretary

GUEST: Gary McCartie – Tourism Project Manager

REGRETS: Moira Tait
Barbara Snyder – Director of Development Services (Staff Liaison)

1. **CALL TO ORDER**

Chair Jones called the meeting to order at 7:00 p.m.

2. **LATE ITEMS**

There were no late items.

3. **APPROVAL OF THE AGENDA**

Moved by Councillor Brame, seconded by Nick Brame, that the agenda of the Arts, Culture and Special Events Advisory Committee meeting of May 6, 2009 be approved as presented.
The motion **CARRIED**.

4. **MINUTES**

Moved by Nick Brame, seconded by Norm Swan, that the minutes of the Access Awareness Committee meeting of April 1, 2009 be approved as presented.
The motion **CARRIED**.

5. **OLD BUSINESS**

- (1) Work Plan Discussion
(a) List of Current Events in Esquimalt

Chair Jones reviewed the list of current events happening in Esquimalt.

Committee members discussed the development of a calendar of events in Esquimalt. Key points of the discussion noted that the calendar would need to be:

- regularly updated with upcoming events;
- include a simple explanation of each event;
- improve / increase contact information;
- posted on municipal website; and
- distributed to the Tourism Project Manager.

Moved by Councillor McIlldoon, seconded by Councillor Brame, that the Arts, Culture and Special Events Committee recommends that:

1. A Township of Esquimalt Calendar of Events be developed that will highlight and promote events in Esquimalt;
2. The municipal website and Tourism Project Manager be utilized to advertise the calendar of events; and
3. The Arts, Culture and Special Events Advisory Committee be provided with the opportunity to provide input into events to be included in the calendar.

The motion **CARRIED**.

Committee members requested receiving an updated event list at each meeting.

(2) Sub-committees

Chair Jones reviewed the work plan discussion from the April 1, 2009 meeting and suggested committee members develop a prioritized list of events to be involved in.

(3) Buccaneer Days

(a) Event

Committee members discussed including an art display / exhibit at Buccaneer Days. It was noted that space in the curling rink can be utilized at no cost.

Councillor McIlldoon and Councillor Brame will make enquiries to determine if any other organizations, including the Esquimalt Painters Club and Esquimalt Photography Club, are planning to host a display / exhibit. It was noted that musicians can also participate.

Committee members discussed the need for an event to happen on the Friday night of Buccaneer Days. It was suggested that an event / concert take place at Ecole Victor-Brodeur theatre. Councillor McIlldoon will enquire if the theatre is available and can be utilized and also if any bands are interested in participating. It was noted that committee members would be required to assist at this event.

(b) Parade

- a. Esquimalt Jazz Band
- b. Flat Deck for Float

Nick Brame reported that he will be contacting the Esquimalt Jazz Band to determine if they are interested and available to participate. Norm Swan will make enquiries for a flat deck.

(4) Fall Event (Fall Arts Harvest)

Committee members discussed hosting an event in early to mid October in the recreation centre.

Chair Jones provided the committee with an overview of the 2008 Spring Awakening event hosted by the former Cultural Advisory Committee. Key points included:

- advertised a call-out for artists and received a good response;
- event took place at municipal hall in Council Chambers, Wurtele Room and foyer on a Sunday from noon to 4:00 p.m.;
- invitations distributed;
- advertised in local newspaper, on municipal website and created posters for display in community;
- background music provided by a guitarist;
- honorariums provided to artists that displayed their work;
- event was well attended;
- artists were very appreciative of event and turn out;
- contact list of participating artists is available to utilize for future events.

Committee members continued discussion for a fall event. Key points included the following:

- 2009 event will be referred to as a Fall Arts Harvest until a formal name is determined;
- subcommittee will determine where, date and outreach;
- noted that costs are associated for advertising, mail outs, honorariums and light refreshments;
- utilize municipal newsletter to advertise;
- utilize rooms and areas in recreation centre;
- encourage Esquimalt High School art class / youth artist participation.

Chair Jones and Norm Swan will arrange to meet with Jeff Byron, Manager of Recreation to determine availability of facilities in order to confirm a date for the event. Avril Gosling noted a willingness to assist in development of the event.

Committee members discussed the following additional items from the April 1, 2009 work plan discussion.

Spring Garden Tour in 2010 and/or Art in the Park 2010

- include Esquimalt Gorge park; Japanese gardens; Macaulay park -- Councillor McIldoon will review this concept with the Parks and Recreation Advisory Committee);
- invite Esquimalt Garden club, volunteer groups from Saxe Point, Gorge and Rockheights areas to participate;
- determine date for event;
- determine dates of other garden tours in region to eliminate conflict;
- outreach would need to start shortly;
- incorporate a walking garden tour;
- development of walking map for tour.

Esquimalt Art Lending Library

- develop an art lending library to showcase revolving art in municipal buildings to expose more people to art and provide artists with more exposure;

Councillor Brame will review the municipal public arts policy to determine if this is possible within the scope of the policy.

Walking Events

- discover Esquimalt by walking around;
- reintroduce "volksport"/international type walking routes;
- develop walking maps that include distances;
- develop distinct routes with information about the area of the walk, highlights of the walk, rest stops, etc.;
- develop walking tour for celebration of lights / caroling.

The committee determined that they would prioritize their work plan in the following order:

1. Buccaneer Days
2. Fall Arts Harvest
3. (a) Spring Garden Tour in 2010
3. (b) Art in the Park 2010
4. Esquimalt Art Lending Library
5. Walking Events

- (5) CRD Grant Application
 - (a) CRD Arts Development Project Grants

Chair Jones reported that the CRD Arts Development Project grants are only available to non-profit societies that have programming in the arts as their primary mandate and purpose. The Arts, Culture and Special Events Advisory Committee does not fall into that category.

(b) Community Arts Council of Greater Victoria Community Municipal Arts Grants

Chair Jones reported that the Community Arts Council of Greater Victoria has a Community Municipal Arts grant program that awards four municipalities in the CRD \$500 annually to promote arts and artists in their region. Unfortunately, the Esquimalt Lantern Festival has already applied for the grant for our region.

Councillor McIldoon suggested that the committee apply for the Parks and Recreation community events funding. Councillor McIldoon will enquire if the committee is eligible.

Gary McCartie, Tourism Project Manager suggested an event unique to Esquimalt that celebrates all the arts; visual, dance, theatre, music, media; including professional, amateur and students. Mr. McCartie further noted that the event would need to be different and of a larger scale; at least a full day or possibly two days and could include guest speakers. It was suggested that the event be called a "Cornucopia of Art" or "Autumn Harvest of Art".

(6) Public Art Policy

Chair Jones requested that committee members review for any required updates and bring back to the next meeting.

6. NEW BUSINESS

(1) Introduction of Esquimalt Tourism Manager

Gary McCartie was successfully awarded the contract to provide services as the Tourism Project Manager for the Township of Esquimalt.

Mr. McCartie has a background in story telling using media and will be working on developing opportunities for Esquimalt to promote itself. Esquimalt needs to determine how it sees itself now, what changes are needed in its presentation, what it wants for tourism and what Esquimalt wants to present. Esquimalt is unknown to many and needs to promote the assets that it does have, and do that well. Establishing Esquimalt as a community that celebrates the arts would be a wonderful opportunity to promote and celebrate the community.

7. ADJOURNMENT

The meeting adjourned at 9:04 p.m.

Janet Jones, Chair

This day of , 2009

KRAFT CELEBRATION TOUR OFFICIAL RULES

1. COMPETITION ENTRY PERIOD:

The Competition entry period begins 12:00:01 p.m. (ET) on Friday, May 1, 2009 and closes at 5:00 p.m. (ET) on Friday, June 12, 2009, (the “Entry Closing Date”).

2. HOW TO ENTER: NO PURCHASE NECESSARY.

The Kraft Celebration Tour Competition is open to all Canadian communities. What’s a Community? A group of people exemplifying spirit in a geographic area, be it a small town in Saskatchewan or a neighbourhood in Montreal. The Community is selected by the Entrant.

Entries limited to one per Entrant. An Entrant can be any person who, on his or her own, or on behalf of a group or people, represents a Community and enters the Competition on behalf of a Community for the chance for the Community to win a “Community Refresh” to a Community facility which can include, for example, upgrades to a community centre, sports field, or park. More than one Entrant can enter the Competition on behalf of the same Community. If this happens, each entry will be judged separately.

This Competition is sponsored by Kraft Canada Inc., The Sports Network Inc., and Le Réseau des Sports Inc. (collectively the “Sponsors”).

ON-LINE: Log on to www.TSN.ca/kraftcelebrationtour or www.RDS.ca/tourneédecélébrationkraft during the entry period and follow the on-screen instructions to enter.

You must submit one (1) essay of 500 words or less describing the following:

How a \$25,000 Community Refresh would make a difference in your Community, highlighting your Community’s spirit, passion for sports and a healthy and active lifestyle.

You also must submit a minimum of one (1) photo with an option of up to three (3) photos depicting your Community’s spirit, and passion for sports and a healthy and active lifestyle. Digital photos must be submitted in any of the following formats: .gif, .jpg, .jpeg, .png, and the maximum photo size accepted per image is 5 MBs.

Once complete click “Submit” and you will be entered into the Competition.

Each essay and photo must be original, have not been previously published, entered into any other competition, or won any other prize/award, not infringe copyright or other intellectual property rights of any other party, and must be suitable for publication (i.e. must not be obscene or indecent, depict violence or discriminatory behaviour). Entries that are not original compositions by the Entrant, illegal, defamatory, obscene, or entries that discriminate based on grounds set out in Human Rights codes or other applicable legislation will not be eligible. Sponsors reserve the right, in their sole and absolute discretion, to disqualify any entry that they believe, in their sole discretion, is offensive, illegal, potentially or actually dangerous or harmful or containing any element of physical risk, defamatory, obscene or otherwise not in keeping with the spirit of the Competition.

The Sponsors reserve the right, in their sole discretion, to reject any entry of any Community that the Sponsors deem not to be in keeping with the policies, goals and/or guiding principles of the Competition, or that the Sponsors learn has been previously published, entered into any other competition, or won any other prize/award.

Sponsors further reserve the right, in their sole discretion, to edit any entry to blur out any trade-marks or to remove any copyrighted content. Entries cannot be a parody or derogatory.

People depicted in the photos should refrain from wearing any clothing items bearing business, designer, or sports logos, or bearing the name or likeness of a celebrity, living or dead. Each Entrant represents and warrants that each individual included in the photos has as of the date of the submission, agreed (and his/her parent or legal guardian has agreed if a minor in his/her province/territory of residence), that the Sponsors and their agents can use, exploit, and distribute in any media whatsoever, including without limitation the Internet and on television, now known or hereafter created, worldwide in perpetuity, each individual's names, likenesses, images, voices, and comments without any further consent or compensation. Any entry that involves a third party that does not choose to be part of the submission will be disqualified. Entrants may be required to provide Sponsors with proof of consent from third parties in a form acceptable to the Sponsors.

Sponsors assume no responsibility for any claims against infringement of the right of privacy with respect to any entry submitted. By entering this Competition each Entrant (i) represents that his/her submission does not infringe on any third party's copyright materials, trade-mark or other intellectual property rights, and (ii) agrees to release, discharge and hold harmless the Sponsors, their respective parent, subsidiary and affiliated companies, and their respective officers, directors, employees, agents and representatives from any claim or liability arising from or related to submission of the entry and participation in this Competition.

All essays and photos shall become the property of the Sponsors and will not be returned to Entrants. The Entrant irrevocably assigns and transfers to the Sponsors any and all rights, title, and interest in the essays and photos including, without limitation, all copyright. Sponsors shall have the right to edit or modify essays and photos for use in perpetuity, and the Entrant waives any and all moral rights he/she may have in the essay and photo(s) submitted. Entrants agree to complete and sign all documents necessary to confirm the rights granted under these Official Rules.

By entering, each Entrant acknowledges and agrees that submitting a photograph online brings your submission within the public view and the Sponsors will not be held liable for any copying, re-posting or unlawful use of the submitted photograph that may result.

3. ELIGIBILITY:

Entrants must be Canadian residents, over the age of majority in the province/territory where Entrant resides as of the Entry Closing Date, and must not be professional writers, publishers, copywriters or professional photographers.

Employees of Kraft Canada Inc, ("Kraft"), The Sports Network Inc. ("TSN"), and Le Réseau des Sports Inc. ("RDS"), and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, (collectively, "Promotion Parties"), and the household members and/or the immediate family of any of the above are not eligible to enter.

4. PRIZING:

COMMUNITY REFRESH

There will be ten (10) prizes available to be won, each consisting of \$25,000 to be used for refreshes to the community facility that the prize winning Community endorses.

NOTE: You will need the permission of the appropriate Community facility representative(s) for the facility to be eligible for the refresh. In the event that such permission cannot be obtained, that

Community will be disqualified from the Competition.

The Sponsors have full and sole authority to determine if the Community entered in the Competition is eligible to participate, and if the appropriate authorizations can be obtained.

5. BROADCAST:

TSN SportsCentre will celebrate your win with a live broadcast from your Community on a date specified by Sponsors. RDS will broadcast Sports 30 live in any winning Francophone Communities. As part of the Entrant's contribution to the Competition, the Sponsors may request Entrants to participate, free of charge, in any activity relating to the Competition including without limitation recordings and participation in interviews, appearances, promotional, and publicity activities.

6. JUDGING CRITERIA:

There will be two (2) rounds of judging and one (1) round of voting.

For the first judging round, eligible entries will be judged by representatives of the Sponsors. Judging will be based on the following criteria:

1. Depiction of Community's passion for sports;
2. Examples of Community spirit and home-town pride;
3. Depiction of an active and healthy lifestyle in your Community; and
4. Creativity and overall effort in submission.

All criteria will be weighted equally.

The top 60 Communities will advance to the second round of judging. The second round of judging will be based on the criteria identified in (1) to (4) above, as well as two additional criteria: (5) production logistics involved in creating a broadcast from the Community; and (6) the need to create a viable cross-Canada tour. All criteria will be weighted equally.

The 20 Communities with the highest scores from the second round of judging will be selected as finalists. In the event of a tie, the entry with the highest score in the category of community spirit will be deemed to be a finalist. The selected finalists will be notified by phone no later than Friday, June 26, 2009.

On July 1, 2009, the Top 20 Communities will be announced and placed online in pairs. The selection of pairs will be at the discretion of the Sponsors based on factors such as overall score, production logistics, language and the need to create a viable cross-Canada tour. Where possible, Anglophone Communities will be paired with other Anglophone Communities and Francophone Communities will be paired with other Francophone Communities.

The Voting stage starts July 13, 2009 and continues each weekday up to and including July 24, 2009. There will be one Community face-off per day where Canadians will be able to vote for their favourite Community between the two Communities featured that day. Use of mechanical or automated programs to submit votes or doing so by any means contrary to these Official Rules which would be unfair to other Entrants may result in the disqualification of those votes, in the sole discretion of the Sponsors. Each day voting will begin at 12:00 noon (ET) and end at 12:00 noon (ET) the following day. The Community that receives the most votes for that day will be a potential winner. The potential winner of that day will be announced during the 10 p.m. (ET) edition of SportsCentre on the day voting is closed. The first potential winner will be announced Tuesday, July 14th, 2009. The Communities for which voting begins at 12:00 noon (ET) on Friday, July 17th, and Friday, July 24th, will be announced

the following Monday.

Details about voting and any restrictions will be available at www.TSN.ca/kraftcelebrationtour or www.RDS.ca/tourneedecel%C3%A9brationkraft by July 1, 2009.

Before receiving the prize, each potential winner will be required to sign a standard declaration and release form confirming compliance with the Competition Official Rules and acceptance of the prize as awarded plus any other necessary documentation.

7. ODDS:

The chances of winning a prize is directly related to the number of eligible Entrants, the application of Judging Criteria, and the number of votes received.

8. DECLARATION AND RELEASE:

Each potential winner will be required to execute and return a Declaration and Release within three (3) days of attempted delivery or prize will be forfeited and may be awarded to an alternate Entrant.

The return of any prize/prize notification as undeliverable or noncompliance with the terms of these Official Rules may result in disqualification and at Sponsors' discretion, selection of an alternate Entrant.

An alternate Entrant will be selected by pooling the Entrants that did not win in the ten pairings, and choosing the Entrant that received the highest community spirit score from the first round of judging.

9. LIMITATION OF LIABILITY:

By entering Competition, Entrant, accepts and agrees to these Official Rules and the decisions of Sponsors, which shall be final in all matters. By accepting prize, winner agrees to hold Sponsors, their affiliates, directors, officers, employees and assigns harmless against any and all claims and liability arising out of use or redemption of prize or participation in the Competition. Sponsors are not responsible for lost or late entries or Declaration and Releases, or for any typographical, or other error in the printing of the offer, administration of the Competition, or announcement of the prize, or for technical, hardware, or software malfunctions, computer virus, bugs, tampering, unauthorized intervention, fraud, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled, or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Competition, or by any human error which may occur in the processing of the entries in this Competition, or any other cause beyond the reasonable control of Sponsors that interferes with the proper conduct of the Competition as contemplated by these Official Rules. If, in the Sponsors' opinion, there is any suspected or actual evidence of tampering with any portion of the Competition, or if technical difficulties or any other factor including accident, printing, administrative, or any error of any kind compromises the integrity, administration, or conduct of the Competition, the Sponsors reserve the right, with consent of the Régie des alcools, des courses et des jeux, to modify, cancel, or suspend this Competition without prior notice or obligation. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Competition is a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

Sponsors reserves the right to disqualify a person if he/she enters the Competition or tries to do so by any means contrary to these rules or which would be unfair to other Entrants or where entries or votes

are generated by any mechanical or automated means. Entry materials that have been tampered with, reproduced, falsified, or altered are void. In the event a dispute arises as to the identity of a potentially winning online Entrant, entries made by internet will be declared made by the name on the online entry form.

Currency is in Canadian dollars unless otherwise stipulated. Each prize must be accepted "as is" and may not be exchanged, bartered, sold, raffled, substituted, or transferred. The prize will be delivered only to the confirmed winners.

Refusal to accept a prize releases the Sponsors, as well as their respective directors, officers, and employees, of all responsibility and obligations toward the winner and the Community of such prize. In no event shall Sponsors be held to award more prizes than what is mentioned in these rules or to award prizes otherwise than in compliance with these rules.

Sponsors shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this event.

The Sponsors can amend the Competition Rules or terminate the Competition at any time without any liability to any Entrant. The Sponsors can replace at their discretion any finalist who for any reason fails or is disqualified from or unable to participate in any aspect of the Competition, as determined by the Sponsors in its discretion, with another Entrant, notwithstanding that such replacement finalist may have been previously eliminated from the Competition.

It is a condition of entry and participation in the Competition that Entrants make themselves available to participate in the Competition, agree, sign and abide by all applicable Release Forms and these Competition Rules as devised from time to time by the Sponsors. Entrants agree to complete and sign all documents necessary to assign any and all prizes to the appropriate Community facility.

The Sponsors will have no liability to an Entrant who is unable to attend or take part in any part of the Competition for whatever reason, as determined by the Sponsors in its discretion.

The Sponsors' decisions are final and Entrants acknowledge that the interests of the Competition shall override those of any Entrant.

Any on-line submission or other materials used in this Competition that have been tampered with, altered, reproduced, not legitimately obtained, or which contain or reflect any error will be void. In the event of any dispute concerning the operation of any element of the Competition or these Competition Rules, the decision of the Sponsors will be final. Taxes and fees, if any, are the responsibility of Prize winner and winning Community.

10. LANGUAGE DISCREPANCY:

In the event of any discrepancy or inconsistency between the English language version and the French language version of the Competition Rules, as applicable, the English version shall prevail, govern and control.

11. CONDITIONS OF ENTRY:

Acceptance of a prize constitutes permission for the Sponsors, and their agencies to use winners' names, cities and provinces/territories of residence and likenesses for purposes of advertising and publicity in any and all media now or hereafter known throughout the world in perpetuity, without

further compensation, notification, or permission, unless prohibited by law.

All information requested by and supplied by each Entrant must be truthful, accurate, and in no way misleading. Sponsors reserves the right to disqualify any Entrant from the Competition in their discretion, should the Entrant at any stage supply untruthful, inaccurate, or misleading details and/or information or should the Entrant be ineligible for the Competition pursuant to these rules.

12. PROVINCE OF QUEBEC:

Any litigation respecting the conduct or organization of the contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize in the contest may be submitted to the Régie only for the purpose of helping the parties reach a fair settlement.

12. PRIVACY:

Competition is subject to all applicable federal, provincial and municipal laws and regulations. Personal information collected from Entrants will be used by Sponsors for the purpose of administering this Competition and, if consent is given at the time of entry, to provide the Entrants with marketing information relating to new and existing products and upcoming promotions of TSN, RDS and Kraft Canada by mail or email. Entrants are able to opt in with respect to receiving such marketing information online. Sponsors will not sell, share or otherwise disclose personal information of Entrants with third parties, other than to third parties engaged by them to fulfill the above purposes or as permitted or required by law. By entering the Competition, Entrants consent to the manner of collection, use and disclosure of personal information as set out in The Sports Network Inc. (TSN)'s Privacy policy at www.TSN.ca, Réseau de Sports (RDS)'s Privacy policy at www.RDS.ca and for Kraft's on-line Privacy Promise, please call 1-800-567-KRAFT or visit www.kraftcanada.com. Any inquiry concerning the individual information held by the Sponsors should be addressed to The Sports Network Inc. (TSN) at 9 Channel Nine Court, Scarborough, ON, M1S 4B5.

13. OFFICIAL RULES:

These rules are also available on the www.TSN.ca/kraftcelebrationtour or www.RDS.ca/tourneédecélébrationkraft websites.