CITY OF SAULT STE. MARIE GRANT AGREEMENT

THE AGREEMENT is effective as of the 1st day of January, 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the “City”)

-and-

The Ontario Bushplane Heritage and Forest Fire Educational Centre

o/a Canadian Bushplane Heritage Centre

(hereinafter referred to as the “Recipient”)

WHEREAS

The City provides a grant to the Recipient to assist with the collection, preservation and exhibits of bushplanes and related material to promote public understanding of their historic significance, as well as to serve as a centre for research and information on bushplane and forest fire fighting heritage,

NOW THEREFORE the parties hereto agree as follows:

1. TERM

The Agreement will commence on the Effective Date and will expire on December 31, 2025 (the “Term”) unless terminated by the City pursuant to the terms contained herein.

2. USE OF FUNDS

The Recipient acknowledges and agrees to the following:

i. To use the Funds solely for the activities and/or services eligible for funding as set out in Schedule “A” and that the City retains the right to assess the Recipient’s use of Funds at any time;
ii. That the Funds shall not be used to cover any expense that has or will be specifically funded or reimbursed by a third party, ministry, agency, or other organization; and
iii. That the amount of Funds available to it pursuant to this Agreement is determined by calculating the actual costs to the Recipient and subtracting any income including taxes, rebates, credits or refunds, for which the Recipient has received, will receive, or is eligible to receive during the Term. The Recipient shall immediately notify the City of any significant change to its costs or income.

3. FUNDS PROVIDED

The City shall:

i. Subject to the Terms of this Agreement, provide the Recipient the sum of $205,000, (the "Funds") for the purpose of operational requirements, as apportioned in Schedule "A";
ii. Provide the Funds to the Recipient in accordance with Schedule "A"; and
iii. Provide the Funds by depositing same into an account designated by the Recipient provided that the account:
    a) Resides at a Canadian financial institution; and
    b) Is in the name of the Recipient organization.

The Recipient acknowledges that it is not eligible to receive any funding or grants from any City source in addition to the Funds agreed to herein for the Term of the Agreement, save and except for Municipal Tax Rebate Programs and Council approved special grant programs. The Recipient further acknowledges that any and all amounts owing to the City must be paid in full before the Funds will be released. Funds will not be disbursed until two (2) signed copies of the legal agreement are returned to the City.

3.1 Funds upon Expiry of Agreement

The Recipient shall, upon expiry of the Agreement, forthwith return to the City any remaining Funds in its possession using a method of payment that is agreeable to the City.

3.2 Repayment of Overpayment

If at any time the City provides Funds to the Recipient in an amount excess to that which the Recipient is entitled to under the Agreement, the City may:

i. Deduct an amount equal to the excess Funds from any further instalments; or
ii. Demand that the Recipient repay an amount equal to the excess Funds to the City, wherein the Recipient shall forthwith comply.

4. INDEMNITY

The Recipient agrees to indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, by reason of or on account of loss or damage to property or injury (including death) occasioned by any party arising out of the activities or services listed in Schedule "A" to this Agreement and all activities or services ancillary thereto.

5. ACCOUNTING RECORDS

The Recipient shall maintain accounting records that document the receipt of the City Funds and all expenditures related to same. The Recipient shall keep its accounting records for at

least seven (7) years after the expiration of the Term. The City retains the right to review or audit the Recipient's accounting records at any time and the Recipient shall provide full access to any and all such records as requested by the City.

6. REPORTS

The Recipient shall:

i. Submit to the City all documents in accordance with Schedule "B";
ii. Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer; and
iii. Upon the request of City Council, annually present to City Council in the last quarter of calendar year on a date specified by the City a summary of the Recipient's financial state, including but not limited to a summary of its funding, revenue and expenses, and a summary of the impact that the City funding has had, if any, on fulfilling the mandate of the organization; in accordance with Schedule "C". This presentation will also include the following metrics (which are tied to a supplied copy of the organizations business plan):
    a. Number of visitors – paid admissions
    b. Number of events or programs
    c. Number of visitors – events or programs
    d. Number of virtual visits (if any)
    e. Visitors from outside of Sault Ste. Marie and location
    f. Annual revenue

7. TERMINATION

The City may, at its sole discretion, cancel this Agreement on six (6) months' written notice to the Recipient. In the event of such early termination of this Agreement, the Recipient acknowledges that same shall result in the immediate stoppage of any future payment of Funds from the City after the date of termination, provided however, that in the event that the City elected to terminate the Agreement as a result of a default of the terms and conditions of the Agreement, the sole determination of which shall be made by the City in its sole discretion, acting reasonably, the remedies, terms and amounts set out in Section 9 herein shall apply.

8. INSURANCE

The Recipient agrees to maintain at its own cost and expense for all times during the currency of this agreement, a minimum of Two Million ($2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Effective Date.

9. DEFAULT

The Recipient agrees that any default to the terms and conditions contained herein by the Recipient shall result in the immediate stoppage of payments from the City and immediate termination of the Agreement. The Recipient further agrees that a default arising from any use of Funds that is contrary to the terms of this Agreement as determined by the City may also result in the repayment of Funds to the City in an amount proportionate to the Funds that were improperly used in a method of payment specified by the City.

10. NOTICE

Any notice pursuant to any of the provisions of this Agreement shall be given in writing addressed:

In the case of notice to the City:

Chief Financial Officer/Treasurer
The Corporation of the City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5N1

In the case of notice to the Recipient:

Executive Director
Canadian Bushplane Heritage Centre
55 Church Street
Sault Ste. Marie, ON

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day, month and year first above written.

EXECUTED IN THE PRESENCE OF

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

THE ONTARIO BUSHPLANE HERITAGE AND FOREST FIRE EDUCATIONAL CENTRE o/a Canadian Bushplane Heritage Center

NAME
(I have the authority to bind the corporation.)

SCHEDULE "A"

1. PROJECT DESCRIPTION

Canadian Bushplane Heritage Centre (CBHC) preserves and tells the story of Canada's bushplane and forest fire protection heritage and how it has shaped life in northern and remote parts of Canada. CBHC collects, preserves, exhibits and interprets a collection of bushplanes and related material and promotes public understanding of their significance. CBHC serves as a venue for events, presentations and public gatherings as well as hosts numerous volunteer and community service activities.

2. ELIGIBLE GRANT EXPENDITURES

Description of Expenditure	Cost
Salary & benefits (up to maximum of 50% of grant)	$102,500
Other operational expenses, including minor capital	$102,500
Unused funding for salary and benefits may be used for other operational expenses as long as total grant approved is not exceeded	
Total:	$205,000

3. MAXIMUM FUNDS $205,000

4. INSTALLMENT SCHEDULE

The City shall deposit Funds into a satisfactory account in accordance with the following schedule:

March 1, 2025 $102,500

June 1, 2025 $102,500

Should any one of the above-mentioned dates or amounts require adjustment for any reason by the City, the City shall provide notice to the Recipient as soon as practicable and specify the adjusted date or amount of the deposit.

5. EXPIRY DATE

December 31, 2025

SCHEDULE “B”

REPORTING

The following documents shall be filed with the Finance Department of the City:

1) Annual financial statements for the Recipient organization, preferably accompanied by an auditor’s report, if available by February 1 of the year following each year funding was received;
2) Application for 2026 funding and Interim Report, in the form provided in Schedule “C” by September 1 of the year the funding was received;
3) Written summary of Eligible Expenses/Final Report, in the form provided in Schedule “D” by February 1 of the year following each year funding was received.
4) Schedule of meetings:
    a. Late December/Early January – review agreement and KPI’s
    b. June/July – mid-term review of KPI’s and application process.
    c. Fall – review of request submitted for financial assistance.
    d. Notification of Annual General Meeting

SCHEDULE "C"
INTERIM REPORT

Agency: Canadian Bushplane Heritage Centre
Year To Date: January 1 – July 31

1. Use of Funds: Provide a detailed description of the approved use of funds.

2. Financial Information: Have expenditures been in accordance with the agreement and all claims filed to date? Yes ☐ No ☐ If not, please provide an explanation.

Metrics:	YTD 2025	YTD 2024	2023	2022	2021	2020	2019
Number of Visitors (Paid Admissions)		19,173	30,219	26,242	14,729	3,647	26,415
Number of Visitors from outside of Sault Ste. Marie (>40km)		7176	14,963	13,000			
Number of Education Programs Delivered (ADSB & HSCDSB, etc.)		67	42	46	2		
Number of Students via Education Programs		n/a	n/a	n/a	n/a	n/a	n/a
Number of Events/Programs		120	146	91	9	7	65
Number of Visitors-Events/Programs		16,952	24,978	18,761	2,507	2,002	18,942
Number of Virtual Visits (if any)	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Total Number of Memberships (all tiers)		n/a	n/a	n/a	n/a	n/a	n/a
Number of Facility Rentals (#)							
Revenue:							
City Grant		175,000	175,000	175,000	175,000	175,000	175,000
Other Grants		207,448	197,979	281,082	137,591	240,884	46,542

Revenue:	YTD 2025	YTD 2024	2023	2022	2021	2020	2019
Monetary Donations Received		10,922	10,982	52,267	30,765	16,953	98,443
Admissions ($)		307,995	181,530	259,607	89,455	53, 718	201,965
Memberships ($)		*	*	*	*	*	*
Facility Rentals		*	*	*	*	*	*
Fundraising Events/Programs/Initiatives		*	*	*	*	*	*
Gift Shop Sales		*	*	*	*	*	*
Other (specify)		470,166	525,747	412,120	138,067	86,772	334,961
Total Revenue							
Annual Financial Surplus/ Deficit			42,741	$15,575	$29,261		
Notes: (please add any clarifying notes here, if required).							

3. Other Performance Measures:
   a) Note any milestones/activities/objectives as set out in the agreement and if they have been completed. Describe the benefits that resulted for the community.

   b) Please describe any actions or initiatives that your organization has undertaken in this fiscal year that have had a positive effect on your revenue streams.

4. 2026 Funding Request: $ _____ (Reason for increase if applicable.)

Signature:

Date:

Name of Signatory:

Title:

I/We have authority to bind the Recipient.

SCHEDULE "D"

SUMMARY OF ELIGIBLE EXPENSES/FINAL REPORT

Eligible Expense	Approved $	Actual (net of refundable HST)
Totals:		

I hereby confirm that all Funds received and reported in this Schedule were applied to an Eligible Expense as defined in Schedule "A" and that none have been reimbursed by another party.

_____ _____

Signature/Title Date