



THE CORPORATION OF THE VILLAGE OF ASHCROFT

COMMITTEE OF THE WHOLE

AGENDA

FOR THE MEETING OF COUNCIL TO BE HELD IN THE COUNCIL CHAMBERS OF THE VILLAGE OFFICE AT 5:30 PM ON MONDAY, NOVEMBER 28, 2022

1. **CALL TO ORDER**

*“Mayor and Council wish to acknowledge that the meeting today is held within the traditional territory of the Nlaka’pamux people.”*

2. **ADOPTION OF THE AGENDA**

*Motion to adopt the Agenda as presented or as amended*

3. **MINUTES**

All COTW Minutes are adopted at a Regular Meeting of Council

4. **DELEGATIONS**

4.1	NONE	
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5. **DISCUSSION ITEMS**

5.1	Mosaic Maintenance Proposal (Guests Marina Papais & Daniel Collett)	P. 1-17

6. **BYLAWS FOR DISCUSSION**

	NONE	
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7. **STAFF REPORTS**

	NONE	
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8. **CLOSED MEETING**

*Motion to move to a closed meeting to discuss an item under the Community Charter Section 90.1*

	NONE	
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9. **TERMINATION**

## STAFF REPORT TO COUNCIL – COTW

**MEETING DATE:** November 28, 2022  
**FROM:** Daniela Dyck Chief Administrative Officer  
**SUBJECT:** Public Art Maintenance

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### **Purpose**

Public Art Maintenance considerations

### **Background**

Council adopted the current Public Art Policy on April 21, 2021. This policy includes a contract of ownership for art installed on public property as well as a maintenance plan. The mosaic art installations being discussed at this COTW meeting are outside of the Policy.

To guide the discussion, below are some items for consideration.

### **Discussion Considerations:**

- Location of art of artwork – private or public property?
  - Ownership of art on public / private property?
  - Should VOA assume responsibility for art on private property, cost is covered by public dollars.
- Provision of space i.e.: Seniors Centre – leased space, must be negotiated with the seniors not VOA.
  - Other potential spaces: school (could this be used to involve students?), HUB, VOA storage room, etc.
- Budget vs Unconditional Grant in Aid similar to CiB
  - Unspent funds become surplus and do not roll over
- Other

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### **Prepared by:**



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Daniela Dyck,  
Chief Administrative Officer

October 26th, 2022

Maintenance Proposal for Ashcroft Mosaics  
Presented By: Marina Papais and Daniel Collett

*It has now been nine years since the first mosaic was installed in Ashcroft. Marina and I have been making some small repairs to a few of the earlier pieces and see that it is time to put in place a maintenance program.*

*Our proposal to the Village is that we would be happy to make the necessary repairs, labour free, with help from the Village for material costs, and with moving and re-installing the pieces as needs be.*

*We would like to see a maintenance amount of \$2000 set aside each year for this work. Receipts for materials would be submitted for reimbursement totalling not more than the amount set aside. Any amount not used could roll over to the next year.*

*We are also asking for a small space or part of a space in town to do the work, thereby creating an opportunity for volunteers to help with the repairs. Perhaps a corner of the Senior centre is a possibility.*

*Over the years we have discovered better, more durable products for constructing and weather-proofing the mosaics. We anticipate that each repair will further increase the longevity of the art pieces, keeping them in good shape for many years or generations to come.*

*Sincerely,*

*Marina and Daniel 778-201-2887*



## ADMINISTRATION POLICY

<b>TITLE: Public Art Policy</b>		<b>POLICY #:</b> A-01-2021
<b>Authority:</b> Council	<b>Effective Date:</b> April 14, 2021 <b>Review Date:</b> Annually	
<b>Issued By:</b> Chief Administrative Officer <b>Issued Date:</b> April 14, 2021	<b>Approved By:</b> Council <b>Approved Date:</b> April 12, 2021 <b>Resolution #:</b> R-2021-90	

**PURPOSE:** To establish procedures and guidelines to display art on municipal property in the Village of Ashcroft.

### **POLICY STATEMENT:**

The Village of Ashcroft (the “Village”) recognizes the role Public Art plays in cultivating cultural, social, and economic value for our present and prospective citizens. Public Art makes culture accessible, strengthens civic pride, and serves as an inspirational representation of, or reflection upon, a community, its people, & the place it holds in space and time. Public Art is a gift we share with each other and those passing through. It is the Village of Ashcroft’s intention to strategically guide Public Art to best advance Council objectives, Ashcroft’s cultural vitality, and the vision of Ashcroft as outlined in the Official Community Plan.

### **CONTEXT AND VISION:**

The Village of Ashcroft has been noted for its art locally, regionally, and nationally. Uniquely situated at the crossroads of the Thompson and Bonaparte rivers, Ashcroft is unique in its biophysical environment, history, diversity, and vibrant community. Ashcroft is situated on resource-rich land utilized by Indigenous peoples far before the Cariboo gold rush, including the Nlaka’pamux Nation, which includes the present day First Nations of Ashcroft Indian Band, Oregon Jack Creek Indian Band, and Cook’s Ferry Indian Band; and the Secwepemc Nation which includes the Bonaparte Indian Band. As emphasized in the OCP, Ashcroft will work collaboratively with each other and our neighbors to strengthen our community and region.

Public Art in Ashcroft is a means of cultivating and sharing a civic environment, and creating a sense of place for the community while bringing creativity into the public realm. Ashcroft evokes expression. The OCP envisions that in 2038, Ashcroft is a vibrant, active and creative community that fosters healthy



well-being and a collaborative inter-generational approach to our community’s development. Public Art is a means to cultivate and support this vision.

The following principles are to underlie decisions made regarding Public Art:

- Collaboration;
- Inclusivity;
- Enrichment (i.e., cultural, spiritual, social, educational)
- Fairness/Equity;
- Professionalism

**SCOPE:**

This policy serves to:

- Outline a standard process for the solicitation, acquisition, development, maintenance, curation, and deaccession of Public Art;
- Strategically support Ashcroft as a creative community;
- Provide guidelines for Artists;
- Frame the working relationship between the Village and the Artist;
- Define terminology.

Public Art may be diversified beyond a single genre or medium; the Village is committed to a wide range of diverse expression that demonstrates excellence, professionalism, quality, & innovation. Yard art, signage, and art on private property (even if publicly accessible) are beyond the scope of the present policy.

**DEFINITIONS:**

“Public Art” refers to the collection of aesthetic/artistic Works that exist on publicly owned space and is managed \_\_\_\_\_ by \_\_\_\_\_ the \_\_\_\_\_ Village.

“Public Art Project” encapsulates the entirety of a new Public Art process: from inception to installation.

“Official Community Plan (OCP)” refers to Ashcroft’s 2018 Official Community Plan, a comprehensive document developed with community input to guide decision-making in the Village of Ashcroft.

“Artist” refers to the project commissioner and/or creative force behind a Project’s envisioning. For the purposes of this policy “Artist” is the person who created the artwork using conscious skill and creative imagination.

“Copyright” grants the artist of a work the sole right to reproduce, distribute, display, and alter their works of art. It expires 50 years after the artist’s death. It may be assigned or licensed to another



individual or institution and/or it may be assigned exclusively or jointly. Copyright also extends to the use of images of the artwork for promotional or educational purposes.

“Artist’s Moral Rights” include the right to the integrity of the work in regard to associations or modifications. They include the right to be associated with the work as its author by name, pseudonym or the right to remain anonymous. Moral Rights are non-transferable and endure even after copyright has been assigned. The rights may be waived by the artist agreeing to not exercise them in whole or in part.

## **PART II: Guidelines**

Public Art must be:

- Durable;
- Of high artistic quality and craftsmanship;
- Imbued with a sense of place - i.e., Ashcroft and the surrounding area;
- Thoughtfully situated;
- Accessible to the public free of charge.

## **ROLES:**

### **Village Council:**

- Advocate for Public Art in the Village;
- Approve the Public Art Policy and amendments, as needed;
- Make final decisions on matters related to the acquisition, acceptance, commissioning, or de-accessioning of Public Art;
- The Village may decline to consider or accept any gift, bequest, or donation of art at its discretion. Final decision to purchase or accept Public Art will be made by Council. All donations or gifts of art to the Village are subject to this policy.
- Criteria for the selection and approval of new Public Art:
  - Site suitability;
  - Artistic merit;
  - Durability and maintenance requirements;
  - Audience experience;
  - Financial implications;
- Criteria for De-accessioning of Public Art:
  - Level of deterioration and cost to repair

### **Artist:**

Prior to the undertaking of a new Public Art Project the Artist must complete and submit a Project Proposal to the Village including:



- Design;
- Siting;
- Required maintenance plan;
- Funding plan;
- Funds from the General Capital Fund may be available to Public Art maintenance and new art at Council's discretion and will be assessed on a case-by-case basis.
- Work with Village Staff upon Proposal acceptance by Council
- Upon Project approval by Council, the Artist must enter into a contract with the Village detailing the following:
  - Ownership;
  - Copyright & Artist's Moral Rights;
  - Insurance coverage;
  - Maintenance and repair plan;
  - Schedule/Timeliness;
  - Installation plan;

**Administrators/Village Staff:**

- Collection management;
- Receive and review Public Art Project proposals;
- Manage Public Art inventory and best practice;
- Work with Artists on Project siting;
- Approve Public Art Projects insofar as they impact pre-existing practices, sight-lines, public safety, future development,
- Coordinate the maintenance/conservation of Public Art (as required);
- Investigate funding opportunities (i.e., Provincial and Federal grants);
- Invite new projects
- Project solicitation must be equitable, meaningful, and appropriate. The means of project solicitation are subject to Council approval

**PART III: Public Art Contract between Village of Ashcroft and the Artist**

The Village and the Artist agree as follows:

**QUALITY**

The Artist warrants that:

- The execution of the Work will be of professional, high quality;
- Due effort will be made to ensure longevity of the Work against natural wear (UV, wind, rain);
- Maintenance required of the Work will be reasonable;
- Should there be need for repairs, that the Artist, or someone of similar qualification is able to maintain the Work in good standing;
- The Work will receive approval from Public Works prior to installation to ensure coherence with pre-existing structures, public safety, and future development.



## **COPYRIGHT/CREDIT**

The Artist will own copyright of the Proposal. If the Proposal is accepted, when the Work is actualized the Artist grants the Village joint ownership of the copyright. All reproductions and exhibitions of the Work by the Village will contain credit to the Artist and an acknowledgement that the Work was made for the Village of Ashcroft.

## **OWNERSHIP**

Permanent installations will exist within the Village's Public Art collection. As installation and deaccession of a Work are decided by Council, the location and display of the Work is also at Council's discretion.

## **INSURANCE**

If the Artist, as an independent contractor for the Village of Ashcroft does not carry personal Workers Compensation or liability insurance, they will be covered under the Village of Ashcroft's policies for the installation of the artwork providing the art installation has been approved by Council under the MIA Associate Policy.

## **DETERMINATION**

The Village retains the right to determine what repairs or restoration is performed on the Work or if a Work will be retired or relocated in consultation with the artist if the artist is available. The maintenance required of a Work will be reasonable.

## **INDEMNITY**

The Artist will indemnify the Village of harm or liability related to the Work.

## **DOCUMENTATION**

The following information will be made available to the Village by the Artist upon completion of the Work:

- Artist biography
- Maintenance plan/schedule
- Artist statement and artwork specifications
- High resolution digital photographs

All works of Public Art will be accompanied by contributor names.



SCHEDULE "A"

Public Art Commissioning Contract

THIS PUBLIC ART COMMISSIONING CONTRACT the ("Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

VILLAGE
Village of Ashcroft
601 Bancroft St. Ashcroft, BC V0K 1A0
(the "Village")

ARTIST
(the "Artist")

BACKGROUND

- a. The Village is of the opinion that the Artist has the necessary qualifications, experience and abilities to provide the services to the Village.
b. The Artist is agreeable to providing such services to the Village on the terms and conditions set out in this Agreement and the Village of Ashcroft's Public Art Policy # P-2021-01.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, as the Village and the Artist (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1. The Village hereby agrees to engage the Artist to provide the Village with the following services (the "Services"):
a. Name of Public Art Project \_\_\_\_\_
b. Location of Public Art Project \_\_\_\_\_
c. Type of work \_\_\_\_\_
d. Date of completion \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
2. The Services to be provided by the Artist in this Agreement are approved by Council for the Village of Ashcroft. Resolution No. \_\_\_\_\_.
3. The Services will also include any other tasks which the Parties may agree on. The Artist hereby agrees to provide such Services to the Village.

## **TERM OF AGREEMENT**

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
5. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide ten (10) days written notice to the other Party.

## **PERFORMANCE**

6. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

7. Except as otherwise provided in the Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

## **COMPENSATION**

8. The Artist will charge the Village for the Services as follows (the "Compensation"):
  - a. The Village will pay the Artist \_\_\_\_\_.
9. Invoices submitted by the Artist to the Village are due within thirty (30) days of receipt.
10. In the event that this Agreement is terminated by the Village prior to completion of the Services but where the Services have been partially performed, the Artist will be entitled to pro rata payment of the Compensation to the date of the termination provided that there has been no breach of contract on the part of the Artist.
11. The Artist will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

## **CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Village, whether business or personal, which would reasonably be considered to be private or proprietary to the Village and this is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Village.
13. All written and oral information and material disclosed or provided by the Village to the Artist under this Agreement is Confidential Information regardless of whether It was provided before or after the date of this Agreement or how it was provided to the Artist.

## **OWNER OF INTELLECTUAL PROPERTY**

14. The Village will be the sole owner of the public art work.
15. The Artist will own copyright and moral rights of the Artwork, when the Work is actualized the Artist grants the Village joint ownership of the copyright. All reproductions and exhibitions of the Work by the Village will contain credit to the Artist and an acknowledgement that the Work was made for the Village of Ashcroft.

## **RETURN OF PROPERTY**

16. Upon the expiry or termination of this Agreement, the Artist will return to the Village any property, documentation, records, or Confidential Information which is the property of the Village.
17. In the event that this Agreement is terminated by the Village prior to completion of the Services the Artist will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Artist, or where agreed between the Parties, to compensation in lieu of recovery.

## **CAPACITY/INDEPENDENT CONTRACTOR**

18. In providing the Services under this Agreement it is agreed that the Artist is acting as an independent contractor and not as an employee. The Artist and the Village acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

## **RIGHT OF SUBSTITUTION**

19. Except as otherwise provided in the Agreement, the Artist may with the express written approval of the Village, engage a third-party sub-contractor to perform some or all of the obligations of the Artist under this Agreement, and the Village will not hire or engage any third parties to assist with the provision of the Services.
20. In the event that the Artist hires a sub-contractor:
  - a. The Artist will pay the sub-contractor for its services and the Compensation will remain payable by the Village to the Artist.
  - b. For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Artist.

## **AUTONOMY**

21. Except as otherwise provided in this Agreement, the Artist will have full control over working time, methods and decision making in relation to the provision of the Services in accordance with the Agreement. The Artist will work autonomously and not at the direction of the Village. However, the Artist will be responsive to the reasonable needs and concerns of the Village.

## **EQUIPMENT**

22. Except as otherwise provided in this Agreement, the Artist will provide at the Artists own expense, any and all tolls, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:
- a. Village of Ashcroft - 601 Bancroft St. (PO Box 129) Ashcroft, BC V0K 1A0
  - b. Artist: \_\_\_\_\_
- Or to such other address as either Party may from time to time notify the other.

## **INSURANCE**

25. The Village of Ashcroft requires all independent consultants and/or contractors to provide proof of insurance and to be named as additionally insured on the policy.
26. If the Artist, as an independent contractor for the Village of Ashcroft does not carry personal Workers Compensation or liability insurance, they will be covered under the Village of Ashcroft's policies for the installation of the artwork providing the art installation has been approved by Council under the MIA Associate Policy.

## **INDEMNIFICATION**

27. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **ADDITIONAL CLAUSE**

28. The Artist and Village agree that all aspects of this contract are subject to the conditions of the Village of Ashcroft Public Art Policy #P-01-2021.

## **MODIFICATION AGREEMENT**

29. Any amendments or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## **TIME OF ESSENCE**

30. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## **ASSIGNMENT**

31. The Artist will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Village.

**ENTIRE AGREEMENT**

32. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**ENUREMENT**

33. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

**TITLES/HEADINGS**

34. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GOVERNING LAW**

35. This Agreement will be governed by and constituted in accordance with the laws of the Province of British Columbia.

**SEVERABILITY**

36. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**WAIVER**

37. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the following dates:

Signed, sealed and delivered by	)	
By _____ on the	)	
_____ day of _____, 202	)	
In the presence of:	)	
_____	)	)
_____	)	_____
	)	Artist

By the CORPORATION OF	)	
THE VILLAGE OF ASHCROFT, on the	)	
_____ day of _____, 202	)	
in the presence of:	)	
_____	)	)
_____	)	_____
	)	Corporate Officer or Designate



SCHEDULE "B"

**Public Art Maintenance Plan**

To be completed by the Artist in collaboration with the Village of Ashcroft

**PART 1** of the **PUBLIC ART MAINTENANCE PLAN** is due by final site plan approval and once artist selected is to be completed by the Artwork Owner (Village of Ashcroft). When possible, please supply brand names of materials used; product sheets; and, if necessary, attach additional pages to more fully complete this form.

Artist(s): \_\_\_\_\_

Type of Artwork: \_\_\_\_\_

Location of Artwork: \_\_\_\_\_

**Artwork Owner (responsible for maintenance and repair of artwork)**

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Commissioning Public Art Agent (if different from owner)**

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

**Artist(s) Contact Information (attach additional pages if necessary)**

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Webpage: \_\_\_\_\_

Artwork Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 2** of the **PUBLIC ART MAINTENANCE PLAN** is due prior to art installation and is to be completed by the artist. When possible, please supply brand names of materials used; product sheets; and, if necessary, attach additional pages to more fully complete this form.

**Medium and Technique**

1. Principle materials used in fabrication, describe in detail (i.e., specific metal, brand name, source, manufacturer, etc.). If applicable, describe any electrical component used; their operation and supplier.
  
2. Other materials used, such as screws, nails, glue, armatures, etc.:
  
3. Equipment used in construction:
  
4. Final work methods, describe in detail (i.e., cast, welded, carved, modeled, thrown, assembled, etc.):
  - a. If the work has been cast, specify how many have been and/or will be produced:
  
5. Describe how final surface/patina achieved:
  
6. Protective coating and method of application:
  
7. Where work was completed (i.e., name of studio, foundry, etc.):
  
8. Date work was completed:
  
9. Additional comments:

## **PART 2 CONTINUED**

### **Installation**

1. Are there any special installation considerations, (i.e., viewing height, measured distances from relative objects, etc.)? If work is comprised of more than one piece requiring special assembly, supply documentation on how to install correctly, please provide photographs or sketches.

### **Environmental Factors**

1. Describe existing environmental factors which may affect the condition of the artwork and any precautionary measures which should be taken (e.g., direct sunlight, extremes of annual rain or snowfall, temperature, air moisture or dryness, acidity of rainfall. Flooding, wind, vibrations, air pollutants, vehicular and/or pedestrian traffic; animal interaction with artwork – potential for nesting, droppings, etc.; human interaction with artwork – touching, sitting, climbing, vandalism):
  
2. Describe normal changes in the materials that may occur as part of the normal process of being exposed to the environment:

### **Desired Appearance**

1. Describe in specific terms and, if necessary, with drawings or photographs, the physical qualities for which the responsible agency should strive to maintain the artist's intent (e.g., matte rather than glossy luster, color of patina). As related to natural aging of materials, what may be an acceptable alteration in form, surface, texture, coloration?
  
2. Is the work site specific? \_\_\_\_\_Yes                      \_\_\_\_\_No

If the work is site-specific, describe in detail the particular relationship of the work to its site, including any significant physical aspect of the site that if altered would significantly alter the intended meaning and/or appearance of the work. (e.g., landscaping, addition of new public artworks, seating, etc)

## **PART 2 CONTINUED**

### **Maintenance/Conservation Instructions**

Please provide detailed instructions regarding the methods and frequency of maintenance for the artwork (with observations regarding permanency/durability of materials and techniques).

1. Routine maintenance (e.g., removal of dust and dirt; maintenance of protective surfaces; tightening, adjusting, oiling, etc.):
2. Cyclical maintenance (less frequent and more extensive preventive measures, e.g., disassembly and inspection; reapplication of protective sealers, repainting, etc.):

Where repairs to a work are extensive and costly, and where there is no guarantee of positive results, the Village shall consult the artist or his/her estate to consider de-accessioning.

### **Additional Attachments:**

1. Preliminary work methods (i.e., measured drawings, scale models, etc.).
2. Packing and Shipping Instructions (include diagrams) (if appropriate)
3. Conceptual information on the artwork, including subject, sources of inspiration.