

## Sathianathan Sarmatha (NHQ-AC)

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**From:** Lawlor Kyle (ONT)  
**Sent:** May 8, 2019 7:03 AM  
**To:** Buller Wayne (ONT)  
**Subject:** Re: Heads up - United Way announcement tomorrow

I am working from home this morning as I have a [REDACTED] this afternoon. I can give you a call later if you're free

Sent from my BlackBerry 10 smartphone on the Bell network.

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**From:** Buller Wayne (ONT)  
**Sent:** Wednesday, May 8, 2019 7:00 AM  
**To:** Lawlor Kyle (ONT)  
**Subject:** Re: Heads up - United Way announcement tomorrow

Already spoke to her and sent message to NHQ stating same. We can talk later this morning.

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** "Lawlor Kyle (ONT)"  
**Date:** 2019-05-08 6:50 AM (GMT-05:00)  
**To:** "Buller Wayne (ONT)"  
**Subject:** Re: Heads up - United Way announcement tomorrow

They are going to announce, they won't wait.

Sent from my BlackBerry 10 smartphone on the Bell network.

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**From:** Buller Wayne (ONT)  
**Sent:** Wednesday, May 8, 2019 6:04 AM  
**To:** Bhavana Varma  
**Cc:** Lawlor Kyle (ONT); Harris Scott (ONT)  
**Subject:** Re: Heads up - United Way announcement tomorrow

Bhavana,

The Commissioner is asking if the announcement could be delay until after the agreement is signed. I do not believe we are talking days but it may take weeks.

With that in mind and the potential impact on the event itself I understand and will convey your decision.

If you have any questions you can call me on my cell 613-888-9101.

Regards

Wayne

From my Bell Samsung device over Canada's largest network.

----- Original message -----

From: "Buller Wayne (ONT)"

Date: 2019-05-07 4:43 PM (GMT-05:00)

To: "Lawlor Kyle (ONT)" , Bhavana Varma

Subject: Fwd: Heads up - United Way announcement tomorrow

Kyle

Fyi

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

From: "Jarrette Amy (NHQ-AC)"

Date: 2019-05-07 4:29 PM (GMT-05:00)

To: "Buller Wayne (ONT)"

Subject: FW: Heads up - United Way announcement tomorrow

FYI

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**From:** Jarrette Amy (NHQ-AC)

**Sent:** May 7, 2019 4:29 PM

**To:** Kelly Anne (NHQ-AC)

**Cc:** Tousignant Alain (NHQ-AC) ; Harris Scott (ONT) ; Matson Tony (NHQ-AC) ; Laurel Johnson ; Bisson Luc (NHQ-AC) ; Pilon Diane (NHQ-AC) ; Hart Melissa (NHQ-AC)

**Subject:** Heads up - United Way announcement tomorrow

Commissioner,

For information, United Way plans to make an announcement tomorrow regarding the "Rockin' the Big House" concert the grounds of KP the evening of Sept. 14 (details attached and below).

Please note that the region is working with Legal and Corporate Services to finalize the agreement, with the one outstanding issue being [REDACTED]

[REDACTED] The region has spoken with the President of the local United Way today, and they plan on proceeding with the announcement tomorrow in order to launch ticket sales, even in the absence of a signed agreement.

We have flagged this proposal to MO, and they had a positive response. We will also advise of the anticipated news release tomorrow.

Please advise if any concerns.

Thanks,

Amy

---

**From:** Buller Wayne (ONT) <[Wayne.Buller@csc-scc.gc.ca](mailto:Wayne.Buller@csc-scc.gc.ca)>

**Sent:** May 3, 2019 8:33 AM

**To:** Jarrette Amy (NHQ-AC) <[Amy.Jarrette@CSC-SCC.GC.CA](mailto:Amy.Jarrette@CSC-SCC.GC.CA)>

**Subject:** United Way event at Kingston Penitentiary

Amy,

As discussed.

For the past 4 years the CSC has been partnering with the City of Kingston and St. Lawrence Parks Commission providing access to Kingston Penitentiary for public tours. These tours have not only allowed cost offsets for maintenance they have also generated funds for youth at risk programs in the Kingston area and have been an incredible vehicle to provide the Canadian public information on our correctional system. This year to further strengthen our relationship with the City, the CSC agreed to expanded the lease agreement to include filming production in support of United Way, to assist in the promotion of the Tours and demonstrate the potential viability of Kingston Penitentiary.

In the fall of 2018, the United Way approached the CSC to partner on a special event to be held on the grounds of Kingston Penitentiary for their major Campaign Kick-off event. The proposed event is a one day music festival that be hosted on the grounds of Kingston Penitentiary on Saturday September 14<sup>th</sup>. At the event there will be 4-5 bands with special guests performing from 5pm-11pm. There will be food as well as beer and wine from local businesses. Most of the performers and business will be donating there time and product to the United Way for the event.

The CSC would only be providing the venue itself. The United Way would be the organizer taking responsibility for all aspects of the event from municipal approvals, security, set-up, clean-up and restoration of the grounds.

In addition, preliminary discussions between the promoters and CBC to record this event and to highlight the History of Kingston Penitentiary details have not yet been provided.

We have attached the full proposal with a proposed media release and seek your approval for the event.

If there are any questions please feel free to contact.

Regards

Wayne Buller

A/Regional Administrator Communications and Executive Services | Ontario |  
Correctional Service of Canada | Government of Canada |  
[wayne.buller@csc-scc.gc.ca](mailto:wayne.buller@csc-scc.gc.ca) | Telephone: 613-545-8311 / Fax: 613-545-8684

A/Administrateur Régional Communications et services à la haute direction | l'Ontario  
Service correctionnel Canada | Gouvernement du Canada |  
[wayne.buller@csc-scc.gc.ca](mailto:wayne.buller@csc-scc.gc.ca) | Tél. : 613-545-8311 / Télé : 613-545-8684

## Sathianathan Sarmatha (NHQ-AC)

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**From:** Lawlor Kyle (ONT)  
**Sent:** May 7, 2019 4:45 PM  
**To:** Serin Avely (NHQ-AC); Hart Melissa (NHQ-AC)  
**Subject:** FW: Heads up - United Way announcement tomorrow  
**Attachments:** Proposal.pdf; RTBH NEWS RELEASE.May 1.docx

Hey guys,

UW will be announcing the concert tomorrow. Do you want some media lines drafted?

---

**From:** Buller Wayne (ONT)  
**Sent:** May 7, 2019 4:43 PM  
**To:** Lawlor Kyle (ONT) ; Bhavana Varma  
**Subject:** Fwd: Heads up - United Way announcement tomorrow

Kyle

Fyi

Sent from my Bell Samsung device over Canada's largest network.

----- Original message -----

**From:** "Jarrette Amy (NHQ-AC)" <[Amy.Jarrette@CSC-SCC.GC.CA](mailto:Amy.Jarrette@CSC-SCC.GC.CA)>  
**Date:** 2019-05-07 4:29 PM (GMT-05:00)  
**To:** "Buller Wayne (ONT)" <[Wayne.Buller@csc-scc.gc.ca](mailto:Wayne.Buller@csc-scc.gc.ca)>  
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FYI

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**From:** Jarrette Amy (NHQ-AC)  
**Sent:** May 7, 2019 4:29 PM  
**To:** Kelly Anne (NHQ-AC) <[Anne.Kelly@CSC-SCC.GC.CA](mailto:Anne.Kelly@CSC-SCC.GC.CA)>  
**Cc:** Tousignant Alain (NHQ-AC) <[Alain.Tousignant@CSC-SCC.GC.CA](mailto:Alain.Tousignant@CSC-SCC.GC.CA)>; Harris Scott (ONT) <[Scott.Harris@CSC-SCC.GC.CA](mailto:Scott.Harris@CSC-SCC.GC.CA)>; Matson Tony (NHQ-AC) <[Tony.Matson@CSC-SCC.GC.CA](mailto:Tony.Matson@CSC-SCC.GC.CA)>; Laurel Johnson <[laurel.johnson@justice.gc.ca](mailto:laurel.johnson@justice.gc.ca)>; Bisson Luc (NHQ-AC) <[Luc.Bisson@CSC-SCC.GC.CA](mailto:Luc.Bisson@CSC-SCC.GC.CA)>; Pilon Diane (NHQ-AC) <[Diane.Pilon@CSC-SCC.GC.CA](mailto:Diane.Pilon@CSC-SCC.GC.CA)>; Hart Melissa (NHQ-AC) <[Melissa.Hart@CSC-SCC.GC.CA](mailto:Melissa.Hart@CSC-SCC.GC.CA)>  
**Subject:** Heads up - United Way announcement tomorrow

Commissioner,

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Please note that the region is working with Legal and Corporate Services to finalize the agreement, with the one outstanding issue being [REDACTED]

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Please advise if any concerns.

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Amy

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**To:** Jarrette Amy (NHQ-AC) <[Amy.Jarrette@CSC-SCC.GC.CA](mailto:Amy.Jarrette@CSC-SCC.GC.CA)>  
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As discussed.

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In addition, preliminary discussions between the promoters and CBC to record this event and to highlight the History of Kingston Penitentiary details have not yet been provided.

We have attached the full proposal with a proposed media release and seek your approval for the event.

If there are any questions please feel free to contact.

Regards

*Wayne Buller*

A/Regional Administrator Communications and Executive Services | Ontario |

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**Pages 7 to / à 11  
are not relevant  
sont non pertinentes**

THIS LICENSE made as of the \_\_\_\_ the day of \_\_\_\_\_, 2019

BETWEEN:

**HER MAJESTY IN RIGHT OF CANADA, as  
represented by the Assistant Commissioner, Corporate Services, Correctional Service Canada  
hereinafter referred to as "Licensor"**

-and-

**United Way of Kingston, Frontenac, Lennox & Addington, referred to as "Licensee"**

Whereas the Licensor is the owner of certain property located on the south of King Street at the foot of Sir John A. Macdonald Blvd known publically as the Kingston Penitentiary, more particularly described in Schedule A attached to this License (the "Premises"); and

Whereas the Licensor has agreed to allow the Licensee and its employees and agents (collectively, the "Licensees") to enter into the Premises to conduct a music event, subject to the terms and conditions set out herein.

In consideration of the mutual promises set out herein, the Parties agree as follows:

#### **1- LICENCED SPACE**

The Licensor grants to the Licensees, an exclusive license to gain access to and use those portions of the Premises more particularly described in Schedule A, subject to the conditions set out in this License for the purposes described herein.

#### **2 - USE OF THE PREMISES**

It will be the obligation of the Licensee to ensure that the music event is operated in accordance with the terms and conditions set out herein. The Licensee will be responsible to erect, subject to Paragraph 4(f) of this License, all necessary signage, way-finding aids, safety barriers and other necessary temporary infrastructure required for the operation of the music event and remove same at the end of the term of the License as indicated in section 7 of this License.

#### **3 - TERMS OF PAYMENT**

The Licensee agrees to pay the Licensor a fee of \$1.00 for the use of the Premises for the sole purpose of conducting the music event, which fee shall be payable on the first day of the start of the license coming into effect.

The term of the License will be as indicated in section 7 of this License.

#### **4 - LICENSEE COVENANTS AND WARRANTIES**

The Licensee hereby covenants and warrants with the Licensor as follows:

- (a) To use the Premises only for the purposes described herein and any ancillary uses not inconsistent therewith;
- (b) To use the Premises in a careful, safe and commercially reasonable manner;
- (c) To cover all of the costs of maintenance, repairs and cleaning with respect to the Premises during the Term;
- (d) To cover all of the costs of repairs with respect to damage directly caused by the Licensees Licensee or the Licensee's approved invitees;



- (e) To not use or permit the Premises to be used for any purpose prohibited by the laws of Canada, or the Province of Ontario; and
- (f) To ensure that the Premises are not altered or modified in any way, without express written consent from the Licensor.

## **5 - LICENSOR COVENANTS AND WARRANTIES**

The Licensor hereby covenants and warrants with the Licensee as follows:

- (a) To permit the Licensee, as long as it pays the License Fee and complies with its covenants, access to the Premises for the purposes described herein;
- (b) That the Licensor has legal title to the Premises and has full legal right and power to execute and deliver this License; and
- (c) That the Licensor shall make all reasonable best efforts to ensure that the Licensee shall have the full, complete and exclusive peaceful use, enjoyment, occupancy, and possession of the Premises during the Term for the purposes described herein, provided the Licensee is not in default under this License.

## **6 - INSURANCE AND INDEMNITY**

### **A. LICENSEE'S INSURANCE**

- a) The Licensee shall, during the entire Term, as required and at its sole cost and expense, take out and keep in full force and effect, public liability insurance including bodily injury, property damage and personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Premises, and a blanket additional insured provision, such coverage to include the activities and operations conducted by the Licensee on the Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Five Million (\$5,000,000) Dollars per occurrence for bodily injury to any one person, or property damage, and such higher limits as the Licensor reasonably requires from time to time. All such policies must contain a severability of interest clause and a cross-liability clause.
- b) All policies required to be written on behalf of the Licensee pursuant to this Section shall include the Licensor as additional insured. All policies shall be taken out with insurers acceptable to the Licensor and shall be in a form satisfactory from time to time to the Licensor, acting reasonably.

### **B. LOSS OR DAMAGE**

The Licensor shall not be liable for any death or injury arising from or out of the Licensee's use of the Premises, or damage to property of the Licensee. All property of the Licensee or the Licensee's approved invitees kept or stored on the Premises shall be so kept or stored at the risk of the Licensee only, and the Licensee shall indemnify the Licensor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Licensee's insurers.

### **C. INDEMNIFICATION OF THE LICENSOR**

The Licensee will indemnify and save the Licensor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or damage to property arising from its license, use and occupation of the Premises, except where such loss, injury or damage is occasioned wholly or in part by an act or omission of the Licensor. This indemnification by the Licensee will also include any damage to the Licensor's fleet vehicles as well as the vehicles of the Licensor's staff or other authorized users that may occur as a result of the use and occupation of the Premises per this License.

In case the Licensor, without actual fault on its part, is made a party to litigation begun by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will protect and hold the Licensor harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with the litigation.

#### **7 - EFFECTIVE DATE, DURATION AND AMENDMENTS**

- (a) This License shall take effect on the 12th day of September 2019 and shall remain in force until the 17<sup>th</sup> day of September, 2019.
- (b) No amendment or extension to this License may be made at any time, unless through a written amendment signed by the Parties.

#### **8 - NOTICES**

All notices or other documents required or which may be given under this License shall be in writing duly signed by the party giving such notice and transmitted by registered or certified mail, courier, or facsimile addressed as follows:

To the Licensee:                   United Way of Kingston, Frontenac, Lennox & Addington  
417 Bagot Street  
Kingston, Ontario  
K7K 3C1

To the Licensor:                   Assistant Commissioner Corporate Services and CFO  
National Headquarters. 6C36  
340 Laurier Avenue East  
Ottawa, Ontario  
K1A 0P9

#### **9 - ENVIRONMENTAL**

The Licensee shall not discharge, or cause or permit to be discharged any deleterious material, noxious, contaminated, or poisonous substances, including petroleum and petroleum products, all as reasonably determined by the Licensor and if at any time and from time to time during the term of this License any pollution is caused to the Premises caused by the Licensee, the Licensee shall forthwith upon notice from the Licensor, shall remove such material from the Premises at the sole cost and expense of the Licensee. In the event the Licensee fails to remove such material immediately, the Licensor shall cause such removal to be undertaken and the Licensee shall reimburse the Licensor for all costs and expenses for such removal immediately upon demand.

#### **10 - ASSIGNMENT**

Neither party shall have the right to assign this License without obtaining the prior written consent of the other party.

#### **11 - MISCELLANEOUS**

- (a) This License shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.
- (b) This License may be executed in one or more counterparts and such counterpart signatures may be transmitted by e-mail or fax. Each copy of an executed signature page shall constitute an original, and all which together shall constitute one and the same agreement.
- (c) This License shall be governed by the laws of the Province of Ontario and of Canada, if applicable.

IN WITNESS WHEREOF the parties hereunto have duly executed this License on the \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

**For HER MAJESTY IN RIGHT OF CANADA:**

**For United Way of Kingston, Frontenac, Lennox &  
Addington:**

\_\_\_\_\_  
Per: Tony Matson  
Assistant Commissioner Corporate Services and  
Chief Financial Officer

\_\_\_\_\_  
Per: Bhavana Varma  
President and CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

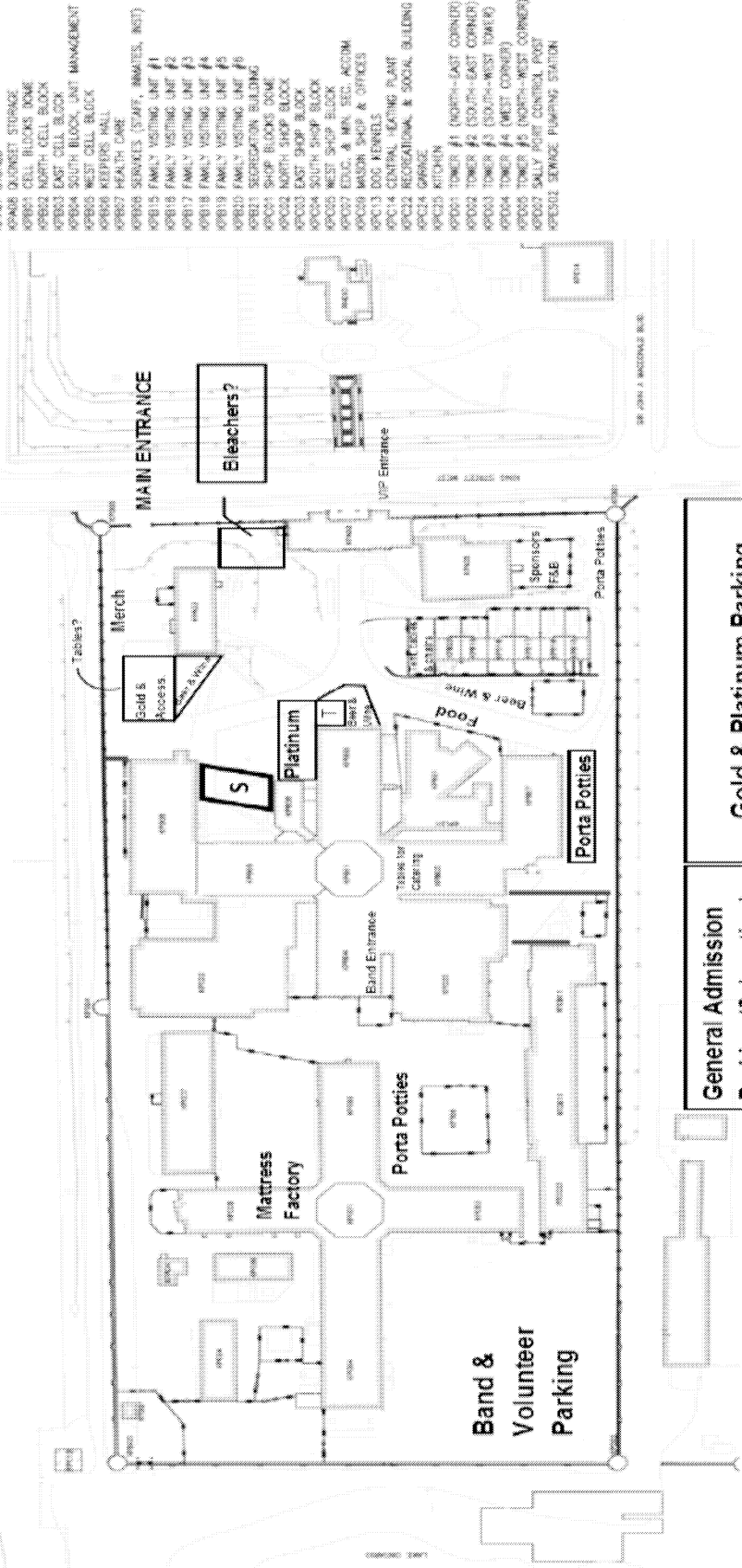
\_\_\_\_\_  
Witness

SCHEDULE "A"

KEY PLAN KINGSTON PENITENTIARY



**BUILDING INDEX**  
 KPN02 NORTH GATE  
 KPN03 ADMINISTRATION  
 KPN04 WORKS OFFICE  
 KPN05 VISITING & CORRESPONDENCE  
 KPN07 STORES  
 KPN08 LOCKER STORAGE  
 KPN09 CELL BLOCKS DOOR  
 KPN10 NORTH CELL BLOCK  
 KPN11 EAST CELL BLOCK  
 KPN14 SOUTH BLOCK UNIT MANAGEMENT  
 KPN15 WEST CELL BLOCK  
 KPN16 KEEPERS HALL  
 KPN17 HEALTH CARE  
 KPN18 SERVICES (STAFF, INMATES, VISIT)  
 KPN19 FAMILY VISITING UNIT #1  
 KPN20 FAMILY VISITING UNIT #2  
 KPN21 FAMILY VISITING UNIT #3  
 KPN22 FAMILY VISITING UNIT #4  
 KPN23 FAMILY VISITING UNIT #5  
 KPN24 FAMILY VISITING UNIT #6  
 KPN25 SEGREGATION BUILDING  
 KPN26 SHOP BLOCKS DRIVE  
 KPN27 NORTH SHOP BLOCK  
 KPN28 SOUTH SHOP BLOCK  
 KPN29 EAST SHOP BLOCK  
 KPN30 WEST SHOP BLOCK  
 KPN31 EDUC. & MEN. SEC. ACCOM.  
 KPN32 WASH. SHOP & OFFICES  
 KPN33 DOG KENNELS  
 KPN34 CENTRAL HEATING PLANT  
 KPN35 RECREATION & SOCIAL BUILDING  
 KPN36 GARAGE  
 KPN37 KITCHEN  
 KPN38 TOWER #1 (NORTH-EAST CORNER)  
 KPN39 TOWER #2 (SOUTH-EAST CORNER)  
 KPN40 TOWER #3 (SOUTH-WEST CORNER)  
 KPN41 TOWER #4 (WEST CORNER)  
 KPN42 TOWER #5 (NORTH-WEST CORNER)  
 KPN43 SALLY PORT CONTROL POST  
 KPN44 SEWAGE PUMPING STATION



KPN410 C.S.C. MUSEUM  
 KPN411 BROTHERS KEEPING BUILDING  
 KPN2011 RED HEALTH & TREATMENT CTR  
 KPN2021 RED HEALTH & TREATMENT CTR

Public Works  
 Gouvernement du Québec  
 Architectural and Engineering Services  
 Ontario Region

Projet de loi  
 Services gouvernementaux Corridor  
 Services d'architecture et de génie  
 Région de l'Ontario

FILED: KPN 100 # 14472  
 UPDATED: MARCH 16, 2005  
 REVISION NUMBER: NA  
 PLOT SCALE: NTS  
 SITE WEST: NA

0 30m 60m 90m 120m  
 SCALE 1:1000

**Pages 17 to / à 21  
are duplicates  
sont des duplicatas**

THIS LICENSE made as of the \_\_\_\_\_ the day of \_\_\_\_\_, 2019

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as  
represented by the Assistant Commissioner, Corporate Services, Correctional Service Canada  
hereinafter referred to as "Licensor"**

-and-

**United Way of Kingston, Frontenac, Lennox & Addington, referred to as "Licensee"**

Whereas the Licensor is the owner of certain property located on the south of King Street at the foot of Sir John A. Macdonald Blvd known publically as the Kingston Penitentiary, more particularly described in Schedule A attached to this License (the "Premises"); and

Whereas the Licensor has agreed to permit the Licensee and its employees and agents (collectively, the "Licensee") to access and use the Premises for the purpose of conducting a music event for the purpose of fundraising for the United Way, subject to the terms and conditions set out herein.

In consideration of the mutual promises set out herein, the Parties agree as follows:

#### **1- LICENCED SPACE**

The Licensor grants to the Licensee, permission to access and use those portions of the Premises more particularly described in Schedule A, subject to the conditions set out in this License for the purposes described herein.

#### **2 - USE OF THE PREMISES**

It will be the obligation of the Licensee to ensure that the music event is operated in accordance with the terms and conditions set out herein. The Licensee will be responsible to erect, subject to Paragraph 4(f) of this License, all necessary signage, directional aids, safety barriers and other necessary temporary infrastructure required for the operation of the music event and remove the same by the end of the term of the License as indicated in section 7 of this License.

#### **3 - TERMS OF PAYMENT**

The Licensee agrees to pay the Licensor a fee of \$1.00 for the use of the Premises for the sole purpose of conducting the music event, which fee shall be payable on the first day of the start of the license coming into effect.

The term of the License will be as indicated in section 7 of this License.

#### **4 - LICENSEE COVENANTS AND WARRANTS**

The Licensee hereby covenants and warrants with the Licensor as follows:

- (a) To use the Premises only for the purposes described herein;
- (b) To use the Premises in a careful, safe and commercially reasonable manner;
- (c) To pay the following expenses as soon as they become due: all of the costs of maintenance, repairs and cleaning with respect to the Premises during the Term;
- (d) To cover all of the costs of repairs with respect to damage directly caused by the Licensee or the Licensee's approved invitees. If any damage is occasioned to the property of the Licensor or any part thereof by reason or on account of the permission hereby given, the Licensee shall, immediately upon notice thereof from the

Licensor, given either verbally or in writing, repair, rebuild, replace or restore the damaged property to the satisfaction of the Licensor.

- (e) To not use or permit the Premises to be used for any purpose contrary to the laws of Canada, or the Province of Ontario; and
- (f) To ensure that the Premises are not altered or modified in any way, without express written consent from the Licensor.

## **5 - LICENSOR COVENANTS AND WARRANTIES**

The Licensor hereby covenants and warrants with the Licensee as follows:

- (a) To permit the Licensee, as long as it pays the License Fee and complies with its covenants, access to the Premises for the purposes described in this Agreement;
- (b) That the Licensor has legal title to the Premises and has full legal right and power to execute and deliver this License,

## **6 - INSURANCE AND INDEMNITY**

### **A. LICENSEE'S INSURANCE**

- a) The Licensee shall, during the entire Term, as required and at its sole cost and expense, take out and keep in full force and effect, public liability insurance including bodily injury, property damage and personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Premises, and a blanket additional insured provision, such coverage to include the activities and operations conducted by the Licensee on the Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Five Million (\$5,000,000) Dollars per occurrence for bodily injury to any one person, or property damage, and such higher limits as the Licensor reasonably requires from time to time. All such policies must contain a severability of interest clause and a cross-liability clause.
- b) All policies required to be written on behalf of the Licensee pursuant to this Section shall include the Licensor as additional insured. All policies shall be taken out with insurers acceptable to the Licensor and shall be in a form satisfactory from time to time to the Licensor, acting reasonably.

### **B. LOSS OR DAMAGE**

The Licensee agrees that the Licensor shall not be liable for any death or injury arising from or out of the Licensee's use of the Premises, or damage to property of the Licensee and the Licensee's invitees. All property of the Licensee or the Licensee's approved invitees kept or stored on the Premises shall be so kept or stored at the risk of the Licensee only, and the Licensee shall indemnify the Licensor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Licensee's insurers.

### **C. INDEMNIFICATION OF THE LICENSOR**

The Licensee indemnifies and save the Licensor harmless from and against any and all claims actions, damages, liabilities and expenses in connection with loss of life, personal injury or damage to property arising from this licence, use and occupation of the Premises, except where such loss, injury or damage is occasioned wholly or in part by an act or omission of the Licensor. This indemnification by the Licensee will also include any damage to the Licensor's fleet vehicles as well as the vehicles of the Licensor's staff or other authorized users that may occur as a result of the use and occupation of the Premises.

Should the Licensor, without actual fault on its part, is made a party to litigation begun by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will indemnify and hold the Licensor harmless and will pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with the litigation.

#### **7 - EFFECTIVE DATE, DURATION AND AMENDMENTS**

- (a) This License shall take effect beginning at 12:01 on the 10th day of September 2019 and ending at 11:59pm the 17<sup>th</sup> day of September, 2019.
- (b) No amendment or extension to this License may be made at any time, unless through a written amendment signed by the Parties.

#### **8 - NOTICES**

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To the Licensee:                   United Way of Kingston, Frontenac, Lennox & Addington  
417 Bagot Street  
Kingston, Ontario  
K7K 3C1

To the Licensor:                   Assistant Commissioner Corporate Services and CFO  
National Headquarters. 6C36  
340 Laurier Avenue East  
Ottawa, Ontario  
K1A 0P9

#### **9 - ENVIRONMENTAL**

The Licensee shall not discharge, or cause or permit to be discharged any deleterious material, noxious, contaminated, or poisonous substances, including petroleum and petroleum products, all as reasonably determined by the Licensor and if at any time and from time to time during the term of this License any pollution is caused to the Premises caused by the Licensee, the Licensee shall forthwith upon notice from the Licensor, shall remove such material from the Premises at the sole cost and expense of the Licensee. In the event the Licensee fails to remove such material immediately, the Licensor shall cause such removal to be undertaken and the Licensee shall reimburse the Licensor for all costs and expenses for such removal immediately upon demand.

#### **10 - ASSIGNMENT**

Neither party shall have the right to assign this License without obtaining the prior written consent of the other party.

#### **11 - MISCELLANEOUS**

- (a) This License shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.
- (b) This License may be executed in one or more counterparts and such counterpart signatures may be transmitted by e-mail or fax. Each copy of an executed signature page shall constitute an original, and all which together shall constitute one and the same agreement.
- (c) This License shall be governed by the laws of the Province of Ontario and of Canada, if applicable.



IN WITNESS WHEREOF the parties hereunto have duly executed this License on the  
day of \_\_\_\_\_, 2019.

**For HER MAJESTY IN RIGHT OF CANADA:**

**For United Way of Kingston, Frontenac, Lennox &  
Addington:**



Per: Tony Matson  
Assistant Commissioner Corporate Services and  
Chief Financial Officer

Per: Bhavana Varma  
President and CEO

AUG 13 2019  
Date

Aug 14, 2019  
Date



Witness



Witness

THIS LICENSE made as of the \_\_\_\_\_ the day of \_\_\_\_\_, 2019

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as  
represented by the Assistant Commissioner, Corporate Services, Correctional Service Canada  
hereinafter referred to as "Licensor"**

-and-

**United Way of Kingston, Frontenac, Lennox & Addington, referred to as "Licensee"**

Whereas the Licensor is the owner of certain property located on the south of King Street at the foot of Sir John A. Macdonald Blvd known publically as the Kingston Penitentiary, more particularly described in Schedule A attached to this License (the "Premises"); and

Whereas the Licensor has agreed to permit the Licensee and its employees and agents (collectively, the "Licensee") to access and use the Premises for the purpose of conducting a music event for the purpose of fundraising for the United Way, subject to the terms and conditions set out herein.

In consideration of the mutual promises set out herein, the Parties agree as follows:

#### **1- LICENCED SPACE**

The Licensor grants to the Licensee, permission to access and use those portions of the Premises more particularly described in Schedule A, subject to the conditions set out in this License for the purposes described herein.

#### **2 - USE OF THE PREMISES**

It will be the obligation of the Licensee to ensure that the music event is operated in accordance with the terms and conditions set out herein. The Licensee will be responsible to erect, subject to Paragraph 4(f) of this License, all necessary signage, directional aids, safety barriers and other necessary temporary infrastructure required for the operation of the music event and remove the same by the end of the term of the License as indicated in section 7 of this License.

#### **3 - TERMS OF PAYMENT**

The Licensee agrees to pay the Licensor a fee of \$1.00 for the use of the Premises for the sole purpose of conducting the music event, which fee shall be payable on the first day of the start of the license coming into effect.

The term of the License will be as indicated in section 7 of this License.

#### **4 - LICENSEE COVENANTS AND WARRANTIES**

The Licensee hereby covenants and warrants with the Licensor as follows:

- (a) To use the Premises only for the purposes described herein;
- (b) To use the Premises in a careful, safe and commercially reasonable manner;
- (c) To pay the following expenses as soon as they become due: all of the costs of maintenance, repairs and cleaning with respect to the Premises during the Term;
- (d) To cover all of the costs of repairs with respect to damage directly caused by the Licensee or the Licensee's approved invitees. If any damage is occasioned to the property of the Licensor or any part thereof by reason or on account of the permission hereby given, the Licensee shall, immediately upon notice thereof from the

Licensor, given either verbally or in writing, repair, rebuild, replace or restore the damaged property to the satisfaction of the Licensor.

- (c) To not use or permit the Premises to be used for any purpose contrary to the laws of Canada, or the Province of Ontario; and
- (f) To ensure that the Premises are not altered or modified in any way, without express written consent from the Licensor.

## **5 - LICENSOR COVENANTS AND WARRANTIES**

The Licensor hereby covenants and warrants with the Licensee as follows:

- (a) To permit the Licensee, as long as it pays the License Fee and complies with its covenants, access to the Premises for the purposes described in this Agreement;
- (b) That the Licensor has legal title to the Premises and has full legal right and power to execute and deliver this License,

## **6 - INSURANCE AND INDEMNITY**

### **A. LICENSEE'S INSURANCE**

- a) The Licensee shall, during the entire Term, as required and at its sole cost and expense, take out and keep in full force and effect, public liability insurance including bodily injury, property damage and personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Premises, and a blanket additional insured provision, such coverage to include the activities and operations conducted by the Licensee on the Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Five Million (\$5,000,000) Dollars per occurrence for bodily injury to any one person, or property damage, and such higher limits as the Licensor reasonably requires from time to time. All such policies must contain a severability of interest clause and a cross-liability clause.
- b) All policies required to be written on behalf of the Licensee pursuant to this Section shall include the Licensor as additional insured. All policies shall be taken out with insurers acceptable to the Licensor and shall be in a form satisfactory from time to time to the Licensor, acting reasonably.

### **B. LOSS OR DAMAGE**

The Licensee agrees that the Licensor shall not be liable for any death or injury arising from or out of the Licensee's use of the Premises, or damage to property of the Licensee and the Licensee's invitees. All property of the Licensee or the Licensee's approved invitees kept or stored on the Premises shall be so kept or stored at the risk of the Licensee only, and the Licensee shall indemnify the Licensor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Licensee's insurers.

### **C. INDEMNIFICATION OF THE LICENSOR**

The Licensee indemnifies and save the Licensor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or damage to property arising from this licence, use and occupation of the Premises, except where such loss, injury or damage is occasioned wholly or in part by an act or omission of the Licensor. This indemnification by the Licensee will also include any damage to the Licensor's fleet vehicles as well as the vehicles of the Licensor's staff or other authorized users that may occur as a result of the use and occupation of the Premises.

Should the Licensor, without actual fault on its part, is made a party to litigation begun by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will indemnify and hold the Licensor harmless and will pay all costs, expenses and legal fees incurred or paid by the Licensor in connection with the litigation.

#### **7 - EFFECTIVE DATE, DURATION AND AMENDMENTS**

- (a) This License shall take effect beginning at 12:01 on the 10th day of September 2019 and ending at 11:59pm the 17<sup>th</sup> day of September, 2019.
- (b) No amendment or extension to this License may be made at any time, unless through a written amendment signed by the Parties.

#### **8 - NOTICES**

All notices or other documents required or which may be given under this License shall be in writing duly signed by the party giving such notice and transmitted by registered or certified mail, courier, or facsimile addressed as follows:

To the Licensee:                   United Way of Kingston, Frontenac, Lennox & Addington  
417 Bagot Street  
Kingston, Ontario  
K7K 3C1

To the Licensor:                   Assistant Commissioner Corporate Services and CFO  
National Headquarters. 6C36  
340 Laurier Avenue East  
Ottawa, Ontario  
K1A 0P9

#### **9 - ENVIRONMENTAL**

The Licensee shall not discharge, or cause or permit to be discharged any deleterious material, noxious, contaminated, or poisonous substances, including petroleum and petroleum products, all as reasonably determined by the Licensor and if at any time and from time to time during the term of this License any pollution is caused to the Premises caused by the Licensee, the Licensee shall forthwith upon notice from the Licensor, shall remove such material from the Premises at the sole cost and expense of the Licensee. In the event the Licensee fails to remove such material immediately, the Licensor shall cause such removal to be undertaken and the Licensee shall reimburse the Licensor for all costs and expenses for such removal immediately upon demand.

#### **10 - ASSIGNMENT**

Neither party shall have the right to assign this License without obtaining the prior written consent of the other party.

#### **11 - MISCELLANEOUS**

- (a) This License shall be binding upon and enure to the benefit of the parties hereto, their respective heirs, administrators, successors and assigns.
- (b) This License may be executed in one or more counterparts and such counterpart signatures may be transmitted by e-mail or fax. Each copy of an executed signature page shall constitute an original, and all which together shall constitute one and the same agreement.
- (c) This License shall be governed by the laws of the Province of Ontario and of Canada, if applicable.

IN WITNESS WHEREOF the parties hereunto have duly executed this License on the \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

**For HER MAJESTY IN RIGHT OF CANADA:**

**For United Way of Kingston, Frontenac, Lennox &  
Addington:**



Per: Tony Matson  
Assistant Commissioner Corporate Services and  
Chief Financial Officer

Per: Bhavana Varma  
President and CEO

AUG 13 2019  
Date

\_\_\_\_\_  
Date

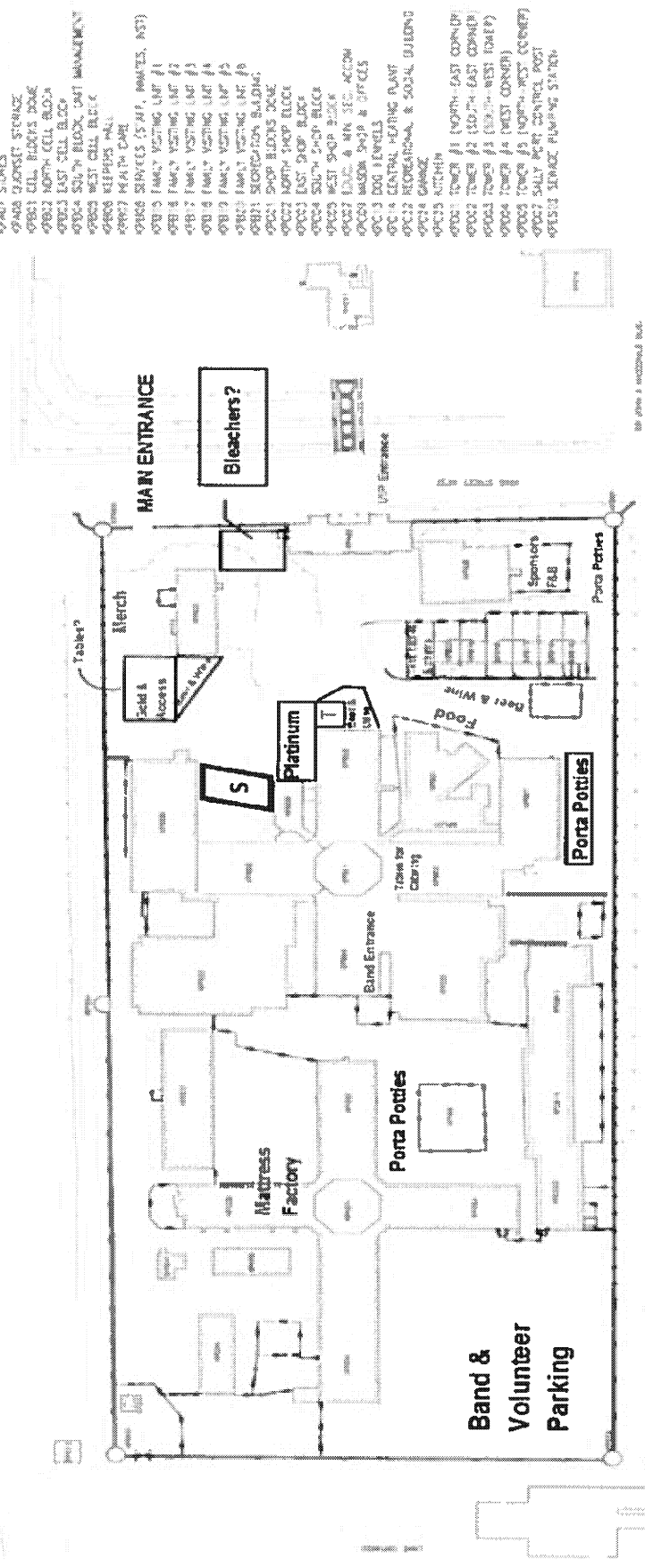


Witness

\_\_\_\_\_  
Witness

SCHEDULE "A"

KEY PLAN KINGSTON PENITENTIARY



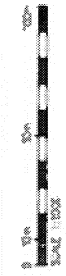
BUILDING INDEX

- 07402 NORTH GATE
- 07403 ADMINISTRATION
- 07404 WORKS OFFICE
- 07405 VISITING & CORRESPONDENCE
- 07406 STORES
- 07407 BAKERY STORAGE
- 07408 CELL BLOCKS DOOR
- 07409 NORTH CELL BLOCK
- 07410 EAST CELL BLOCK
- 07411 SOUTH BLOCK, CANT. MANAGEMENT
- 07412 WEST CELL BLOCK
- 07413 KITCHEN HALL
- 07414 HEALTH CARE
- 07415 SERVICES (S.M.T., FINANCES, NST)
- 07416 FAMILY VISITING UNIT #1
- 07417 FAMILY VISITING UNIT #2
- 07418 FAMILY VISITING UNIT #3
- 07419 FAMILY VISITING UNIT #4
- 07420 FAMILY VISITING UNIT #5
- 07421 SECURITY ROOM, BLDG. 10
- 07422 SHOP BLOCKS DOOR
- 07423 NORTH SHOP BLOCK
- 07424 SOUTH SHOP BLOCK
- 07425 WEST SHOP BLOCK
- 07426 EAST & WEST SEC. ACCOM.
- 07427 WASH. SHIP & OFFICES
- 07428 DOG ENVELOPS
- 07429 CENTRAL HEATING PLANT
- 07430 RECREATIONAL & SOCIAL BUILDING
- 07431 GARAGE
- 07432 KITCHEN
- 07433 TOWER #1 (NORTH-EAST CORNER)
- 07434 TOWER #2 (SOUTH-EAST CORNER)
- 07435 TOWER #3 (NORTH-WEST CORNER)
- 07436 TOWER #4 (WEST CORNER)
- 07437 TOWER #5 (NORTH-WEST CORNER)
- 07438 SALLY PORT CONTROL POST
- 07439 SERVICE PLUMBING STATION

General Admission Parking (\$ donation)

Gold & Platinum Parking

FILED: 1647  
 REVISION NUMBER: 18 200  
 PLAT SCALE: VTS  
 SHEET NO.: 1A



Projet de loi  
 Gouvernement du Québec  
 Service des affaires juridiques  
 Régie des permis

Projet de loi  
 Gouvernement du Québec  
 Service des affaires juridiques  
 Régie des permis

**Pages 31 to / à 38  
are duplicates  
sont des duplicatas**

THIS LICENSE made as of the \_\_\_\_ the day of \_\_\_\_\_, 2019

BETWEEN:

**HER MAJESTY IN RIGHT OF CANADA, as  
represented by the Assistant Commissioner, Corporate Services, Correctional Service Canada  
hereinafter referred to as "Licensor"**

-and-

**United Way of Kingston, Frontenac, Lennox & Addington, referred to as "Licensee"**

Whereas the Licensor is the owner of certain property located on the south of King Street at the foot of Sir John A. Macdonald Blvd known publically as the Kingston Penitentiary, more particularly described in Schedule A attached to this License (the "Premises"); and

Whereas the Licensor has agreed to allow the Licensee and its employees and agents (collectively, the "Licensees") to enter into the Premises to conduct a music event, subject to the terms and conditions set out herein.

In consideration of the mutual promises set out herein, the Parties agree as follows:

#### **1- LICENCED SPACE**

The Licensor grants to the Licensees, an exclusive license to gain access to and use those portions of the Premises more particularly described in Schedule A, subject to the conditions set out in this License for the purposes described herein.

#### **2 - USE OF THE PREMISES**

It will be the obligation of the Licensee to ensure that the music event is operated in accordance with the terms and conditions set out herein. The Licensee will be responsible to erect, subject to Paragraph 4(f) of this License, all necessary signage, way-finding aids, safety barriers and other necessary temporary infrastructure required for the operation of the music event and remove same at the end of the term of the License as indicated in section 7 of this License.

#### **3 - TERMS OF PAYMENT**

The Licensee agrees to pay the Licensor a fee of \$1.00 for the use of the Premises for the sole purpose of conducting the music event, which fee shall be payable on the first day of the start of the license coming into effect.

The term of the License will be as indicated in section 7 of this License.

#### **4 - LICENSEE COVENANTS AND WARRANTIES**

The Licensee hereby covenants and warrants with the Licensor as follows:

- (a) To use the Premises only for the purposes described herein and any ancillary uses not inconsistent therewith;
- (b) To use the Premises in a careful, safe and commercially reasonable manner;
- (c) To cover all of the costs of maintenance, repairs and cleaning with respect to the Premises during the Term;
- (d) To cover all of the costs of repairs with respect to damage directly caused by the Licensees Licensee or the Licensee's approved invitees;



- (e) To not use or permit the Premises to be used for any purpose prohibited by the laws of Canada, or the Province of Ontario; and
- (f) To ensure that the Premises are not altered or modified in any way, without express written consent from the Licensor.

## **5 - LICENSOR COVENANTS AND WARRANTIES**

The Licensor hereby covenants and warrants with the Licensee as follows:

- (a) To permit the Licensee, as long as it pays the License Fee and complies with its covenants, access to the Premises for the purposes described herein;
- (b) That the Licensor has legal title to the Premises and has full legal right and power to execute and deliver this License; and
- (c) That the Licensor shall make all reasonable best efforts to ensure that the Licensee shall have the full, complete and exclusive peaceful use, enjoyment, occupancy, and possession of the Premises during the Term for the purposes described herein, provided the Licensee is not in default under this License.

## **6 - INSURANCE AND INDEMNITY**

### **A. LICENSEE'S INSURANCE**

- a) The Licensee shall, during the entire Term, as required and at its sole cost and expense, take out and keep in full force and effect, public liability insurance including bodily injury, property damage and personal injury liability, contractual liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Premises, and a blanket additional insured provision, such coverage to include the activities and operations conducted by the Licensee on the Premises. Such policies shall be written on a comprehensive basis with inclusive limits of not less than Five Million (\$5,000,000) Dollars per occurrence for bodily injury to any one person, or property damage, and such higher limits as the Licensor reasonably requires from time to time. All such policies must contain a severability of interest clause and a cross-liability clause.
- b) All policies required to be written on behalf of the Licensee pursuant to this Section shall include the Licensor as additional insured. All policies shall be taken out with insurers acceptable to the Licensor and shall be in a form satisfactory from time to time to the Licensor, acting reasonably.

### **B. LOSS OR DAMAGE**

The Licensor shall not be liable for any death or injury arising from or out of the Licensee's use of the Premises, or damage to property of the Licensee. All property of the Licensee or the Licensee's approved invitees kept or stored on the Premises shall be so kept or stored at the risk of the Licensee only, and the Licensee shall indemnify the Licensor and save it harmless from any claims arising out of any damages to the same, including, without limitation, any subrogation claims by the Licensee's insurers.

### **C. INDEMNIFICATION OF THE LICENSOR**

The Licensee will indemnify and save the Licensor harmless from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury or damage to property arising from its license, use and occupation of the Premises, except where such loss, injury or damage is occasioned wholly or in part by an act or omission of the Licensor. This indemnification by the Licensee will also include any damage to the Licensor's fleet vehicles as well as the vehicles of the Licensor's staff or other authorized users that may occur as a result of the use and occupation of the Premises per this License.

In case the Licensor, without actual fault on its part, is made a party to litigation begun by or against the Licensee, excepting a bona fide action by the Licensee against the Licensor, the Licensee will protect and hold the Licensor harmless and will pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor in connection with the litigation.

## **7 - EFFECTIVE DATE, DURATION AND AMENDMENTS**

- (a) This License shall take effect on the 12th day of September 2019 and shall remain in force until the 17<sup>th</sup> day of September, 2019.
- (b) No amendment or extension to this License may be made at any time, unless through a written amendment signed by the Parties.

## **8 - NOTICES**

All notices or other documents required or which may be given under this License shall be in writing duly signed by the party giving such notice and transmitted by registered or certified mail, courier, or facsimile addressed as follows:

To the Licensee:                   United Way of Kingston, Frontenac, Lennox & Addington  
417 Bagot Street  
Kingston, Ontario  
K7K 3C1

To the Licensor:                   Assistant Commissioner Corporate Services and CFO  
National Headquarters. 6C36  
340 Laurier Avenue East  
Ottawa, Ontario  
K1A 0P9

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- (c) This License shall be governed by the laws of the Province of Ontario and of Canada, if applicable.

IN WITNESS WHEREOF the parties hereunto have duly executed this License on the \_\_\_\_\_  
day of \_\_\_\_\_, 2019.

**For HER MAJESTY IN RIGHT OF CANADA:**

**For United Way of Kingston, Frontenac, Lennox &  
Addington:**

\_\_\_\_\_  
Per: Tony Matson  
Assistant Commissioner Corporate Services and  
Chief Financial Officer

\_\_\_\_\_  
Per: Bhavana Varma  
President and CEO

\_\_\_\_\_  
Date

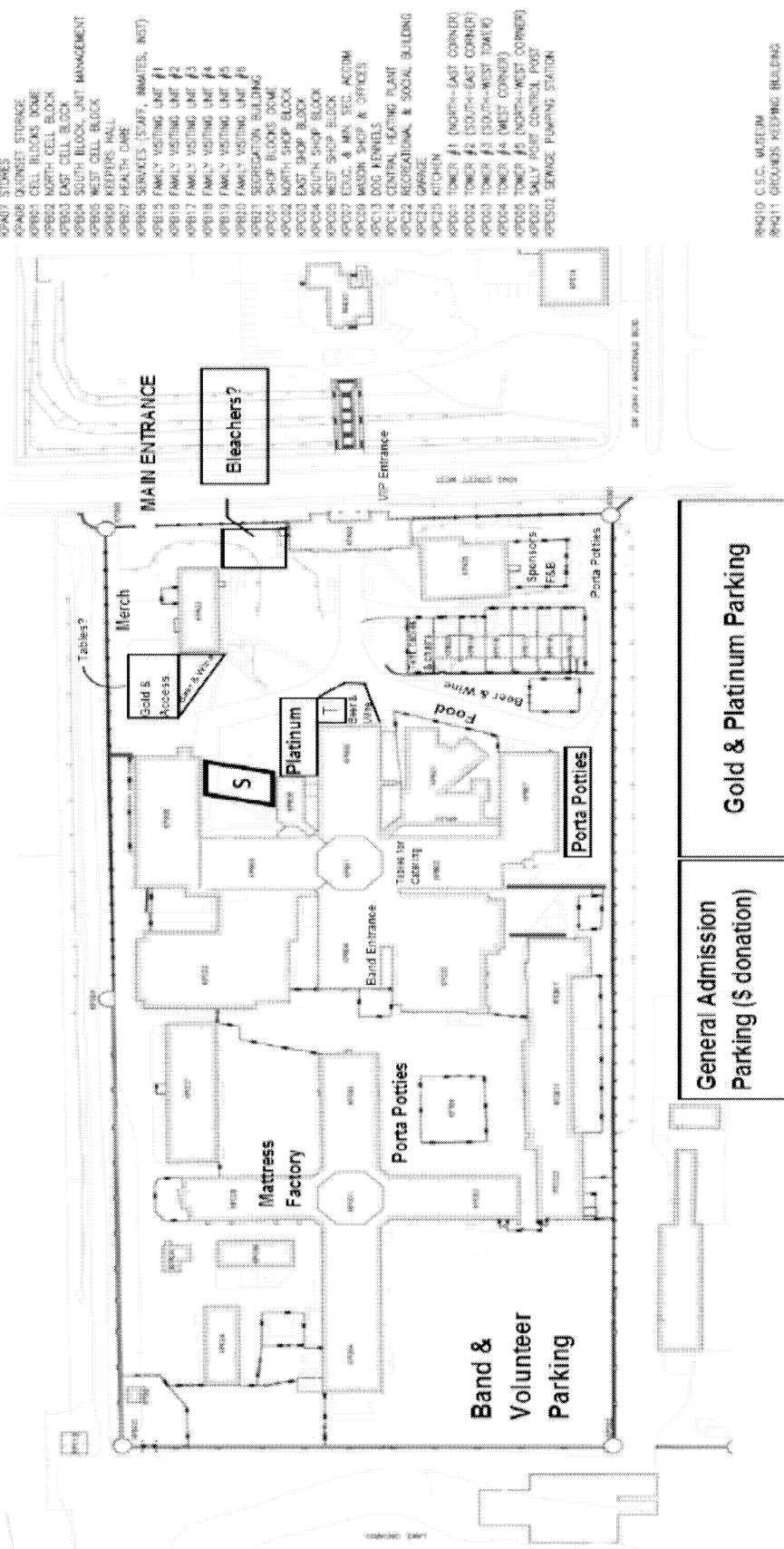
\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SCHEDULE "A"

KEY PLAN KINGSTON PENITENTIARY



**BUILDING INDEX**  
 K0402 NORTH GATE  
 K0403 ADMINISTRATION  
 K0404 WORKS OFFICE  
 K0405 VISITING & CORRESPONDENCE  
 K0407 STORES  
 K0408 LOCKER STORAGE  
 K0409 CELL BLOCKS DOOR  
 K0410 NORTH CELL BLOCK  
 K0411 EAST CELL BLOCK  
 K0412 SOUTH BLOCK UNIT MANAGEMENT  
 K0413 WEST CELL BLOCK  
 K0414 KEEPERS HALL  
 K0415 HEALTH CARE  
 K0416 SERVICES (STAFF, INMATES, VISIT)  
 K0417 FAMILY VISITING UNIT #1  
 K0418 FAMILY VISITING UNIT #2  
 K0419 FAMILY VISITING UNIT #3  
 K0420 FAMILY VISITING UNIT #4  
 K0421 FAMILY VISITING UNIT #5  
 K0422 FAMILY VISITING UNIT #6  
 K0423 SEGREGATION BUILDING  
 K0424 SHOP BLOCKS DRIVE  
 K0425 NORTH SHOP BLOCK  
 K0426 SOUTH SHOP BLOCK  
 K0427 EAST SHOP BLOCK  
 K0428 WEST SHOP BLOCK  
 K0429 EDUC. & MEN. SEC. ACCOM.  
 K0430 WASH. SHOP & OFFICES  
 K0431 DOG KENNELS  
 K0432 CENTRAL HEATING PLANT  
 K0433 RECREATION & SOCIAL BUILDING  
 K0434 GARAGE  
 K0435 KITCHEN  
 K0436 TOWER #1 (NORTH-EAST CORNER)  
 K0437 TOWER #2 (SOUTH-EAST CORNER)  
 K0438 TOWER #3 (SOUTH-WEST CORNER)  
 K0439 TOWER #4 (WEST CORNER)  
 K0440 TOWER #5 (NORTH-WEST CORNER)  
 K0441 SALLY PORT CONTROL POST  
 K0442 SEWAGE PUMPING STATION

R0410 C.S.C. MUSEUM  
 R0411 BROTHERS KEEPING BUILDING  
 R0201 RED HEALTH & TREATMENT CTR  
 R0202 RED HEALTH & TREATMENT CTR

FILED: 14472  
 UPDATED: MARCH 16, 2005  
 REVISION NUMBER: NA  
 PLOT SCALE: NTS  
 SITE WEST: NA



Projet public  
 Services gouvernementaux Canada  
 Service d'architecture et de plan  
 Région de l'Ontario

Public Works  
 Government Services Canada  
 Architecture and Engineering Services  
 Ontario Region

**Pages 44 to / à 47  
are duplicates  
sont des duplicatas**

## Sathianathan Sarmatha (NHQ-AC)

---

**From:** Lawlor Kyle (ONT)  
**Sent:** June 24, 2019 8:45 AM  
**To:** Liston Sheila (NHQ-AC)  
**Subject:** In the Office

Good morning, Sheila! Welcome back, and I hope you had a great weekend.

I've let Avely and anick know every morning when I was in the office and some of the things I will be working on for the day. Today I've got some PSES items to work on, specifically the schedule for the filming that is supposed to take place this week.

I am also doing a special project for Scott Harris (I sit on the committee for the Rockin the Big House concert), and I usually do something with them once a week for a few hours, either a meeting or a visit to KP. I have a visit to do this afternoon, and I am always available on my cell.

If there is anything you need for me please let me know!

Kyle Lawlor

A/ Senior Communications Advisor  
Correctional Service Canada / Government of Canada  
Kyle.Lawlor@CSC-SCC.GC.CA / 613-864-2704 tel

Conseiller principal en communication p.i.  
Service correctionnel Canada / Gouvernement du Canada  
Kyle.Lawlor@CSC-SCC.GC.CA / 613-864-2704 tél

## Sathianathan Sarmatha (NHQ-AC)

---

**From:** Lawlor Kyle (ONT)  
**Sent:** July 2, 2019 11:52 AM  
**To:** [REDACTED]  
**Subject:** RE: July 4th - RtBH Committee meeting

Good morning [REDACTED]  
I wouldn't miss it!

Thanks,

Kyle

---

**From:** [REDACTED]  
**Sent:** July 2, 2019 11:44 AM  
**To:** Lawlor Kyle (ONT)  
**Subject:** July 4th - RtBH Committee meeting

Good Morning Kyle,

Are you able to attend our Rockin' the Big House meeting this Thursday, July 4<sup>th</sup> @ 1pm?

Just trying to gauge availability.

Have a great day,

[REDACTED]

s.19(1)

**Page 50**  
**is not relevant**  
**est non pertinente**