



AGENDA
SPECIAL MEETING
JULY 7, 2020

CALL TO ORDER:

INTRODUCTION OF LATE ITEMS:

- Resolution required to add late items, if any

ADOPTION OF AGENDA:

- Resolution to adopt the Agenda for the July 7, 2020, Regular Meeting.

NEW BUSINESS:

Kino Sum Productions – Nicola Waugh,
Producer

- Request for special access to the Nikkei Internment Memorial Centre

ADJOURNMENT:

- Resolution to adjourn the meeting at ____ p.m.



KINO SUM
PRODUCTIONS

June 30, 2020

To Catherine Allaway, Mayor Casley, and Councillors,

Borrowed From Nature is a 60 minute documentary that explores the legacy of western Canadian gardens in the Japanese style through the work of Roy Tomomichi Sumi. Arriving in Canada in 1925, Mr. Sumi helped create the Nitobe garden in Vancouver, the first gesture of goodwill and peace between Canada and Japan after World War II. Later on, he created a commemorative garden in New Denver, near the camp where he was once interned as a young man. Sumi's influence is realized all over North America, like in the prairie oasis Nikka Yuko garden in Lethbridge, Alberta.

Borrowed From Nature is directed by Guillaume Carlier, and produced by Nicola Waugh and Gillian McKercher of Kino Sum Productions Inc., a Calgary-based commercial film production company. The documentary will be broadcast by CBC and CBC Gem, on television and digital streaming, respectively, within Canada for an October 2020 release. At this time, no international sales or distribution arrangements have been confirmed.

Director Guillaume Carlier has long admired Mr. Sumi's work, particularly the Heiwa Teien garden in New Denver, which he visited every summer as a child. Guillaume was awed by Sumi's grace to create something beautiful, a garden, in a place of historical pain. Guillaume is not Japanese-Canadian, which makes his duty as a director to listen even more important. We are fortunate to collaborate with Hiro Okusa; Linda Kawamoto Reid, our researcher; and the Nikkei Centre in Burnaby. A list of interview subjects, locations, and a synopsis and outline, are provided as separate documents.

We desire to make *Borrowed From Nature* out of admiration for the artistry and history of Mr. Sumi. We wish to share the beauty of Canadian gardens in the Japanese style, and to remind Canadians that these gardens are living, accessible, interactive art. Typically, Sumi-san's gardens borrow from the Edo period, particularly the *Shakkei* style. *Shakkei* means to borrow from nature. For example in a garden, situating the trees and hills to highlight or frame a vista of mountains in the distance. This notion of "borrowing" is the main aesthetic principle of the documentary: to show one man's life, but in the larger context of the flow of history.

Since our initial contact with New Denver in May, our intention has been to gather footage of the Heiwa Teien gardens (exterior only) after hours (either early morning or in the evening) for two hours. The Village has already agreed to a \$500 fee, which we hope is sufficient compensation for the time.

The documentary's final day of shooting is July 7th, at which point we will still be in Vancouver. We would be able to return to New Denver on July 8th to film the gardens without too much extra logistical coordination and expense; however, after July 8th, we would need to fly our director back into the British Columbia area, coordinate rentals and re-hire our cinematographer, which will stretch our already limited budget.

Footage of the Heiwa Teien gardens will be an imperative part of our documentary, situating Roy Sumi's legacy in Canadian memory. Our intention is to make an exceptional documentary

that will showcase New Denver among other sites in western Canada as culturally vital parts of our national landscape.

Sincerely,



Nicola Waugh
n.waugh@kinosum.com
403-400-0470

PS. We've included some stills below of our Lethbridge shoot to give you an idea of what we are planning to get at the Heiwa Teien gardens.





BORROWED FROM NATURE

Synopsis

Borrowed From Nature is a 60 minute documentary that explores the rich and complex history of Japanese gardens in western Canada. Through the principles and design philosophy of famed Japanese-Canadian designer Roy Tomomuchi Sumi, we visit Japanese gardens in Lethbridge, AB, Vancouver, BC, and New Denver, BC, revealing hidden testaments to an enduring Japanese influence in our country.

Outline

1) Nitobe garden, Vancouver

An introduction to Roy Sumi's life - Roy Sumi immigrated to Canada in 1925, and founded the Vancouver Japanese Garden Association (VJGA). His work on the Nitobe garden in Vancouver (1959) is particularly significant in beginning diplomatic relations with post-war Japan. The Nitobe garden was designed by Kannosuke Mori, and Sumi helped acquire the necessary materials and workers, while learning from Mori.

2) Momiji garden, Vancouver

Hiro Okusa, with the help of the VJGA, built the Momiji gardens (1993). The garden was built in the spirit of Japanese reconciliation to Canada. The VJGA donated over \$65,000 of labour to the creation of the garden. We introduce Hiro Okasa, former President of the VJGA, and learn about his desire to pass on the traditions of Japanese gardening to a younger generation.

3) Nikka Yuko garden, Lethbridge

During WWII, Mr. Sumi was interned in Roseberry near New Denver. Many Japanese internees were moved to the west on sugar beet farms, such as the area surrounding Lethbridge. The Nikka Yuko garden was built as a Centennial project in 1967, and was a community multicultural endeavour that depended on donations and volunteer work. We position the Nikka Yuko garden as a case study in Canadian multiculturalism, and introduce the term "Canadian garden in the Japanese Style"

4) Heiwa Teien garden, New Denver

Mr. Sumi returned to New Denver to design the Heiwa Teien garden as an act of grace, to memorialize the experience of Japanese internees. Hiro Okusa returns to New Denver to teach two young Japanese gardeners how to maintain the Heiwa Teien garden. They learn about Roy Sumi's design and intention, and all reflect upon their experience working in the garden.

***Borrowed From Nature* Distribution Plan (as of June 2020)**

Borrowed From Nature is directed by Guillaume Carlier, and produced by Nicola Waugh and Gillian McKercher of Kino Sum Productions Inc, a Calgary-based film production company. The documentary will be broadcast by CBC and CBC Gem, on television and digital streaming, respectively, within Canada for an October 2020 release.

Our broadcast agreement with CBC is for a four year term, the first of which is exclusive. In other words, *Borrowed From Nature* will be exclusively available in Canada on CBC for the first year of its broadcast. Following this first year, Kino Sum Productions is able to sell the documentary to other Canadian broadcasters.

At this time, we have not yet secured international distribution or a sales agent. We hope to pitch the completed documentary to other territories which we believe are suited to the content, such as Japan, the United States, and the United Kingdom. More specifically, we hope to work with distributors who specialize in garden, nature, and design content.

Borrowed From Nature Credits and On-Location Equipment

A Kino Sum Production

Directed by Guillaume Carlier

Produced by Nicola Waugh and Gillian McKercher

Narration by Tim Tamashiro, author of *How To Ikigai* and former radio host for CBC

Cinematography by Bryce Zimmerman

Featuring music by Hiroshi Yoshimora

Researched by Linda Kawamoto Reid

Edited by Guillaume Carlier

Interview subjects:

Lethbridge - Nikka Yuko garden

- Cody Fong, current caretaker of Nikka Yuko garden
- David Tanaka, historian of Southern Albertan Nikkei
- Tosh Kanashiro, construction supervisor of Nikka Yuko garden
- Chris Spearman, mayor of Lethbridge
- Al White, former caretaker of Nikka Yuko garden
- Edzard Teubert, studied under Mr. Sumi
- Kynan Gordon - bonseki demonstration

New Denver and area - Heiwa Teien garden

- Ken Butler, construction supervisor of Heiwa Teien garden
- Hiro Okusa, gardener for Heiwa Teien garden
- Kumpai Wakino, Japanese garden intern
- Tomo Nakazato, Japanese garden intern
- Tsuneko Kokubo, former member of the Kyowakai Society
- Sakay Hashimoto, former member of the Kyowakai Society

Vancouver - Nitobe and Momiji gardens

- Santa Ono, president of University of British Columbia
- Tak Yamaura, bonsai master
- Hiro Okusa, former president of the Vancouver Japanese Gardeners Association
- Henry Wakabayashi, caretaker of Momiji gardens
- Takashi Hitori, Japanese consulate to Canada

Japanese to English translation provided by Hiromi Svetlikov

Archives and additional support provided by the Nikkei National Museum and Cultural Centre, the City of Lethbridge, the City of Vancouver archives, and the Glenbow Museum

Legal by Gregory Pang of RedFrame Law

Production accounting by Nikkesh Harrinarain

On-location equipment and technical specifications

- Arri Alexa Classic camera
 - Recording in 2K ProRes 4444 logc
- 4 x IDX Enduro 146 WHr V-mount batteries
- Century Clairmont CCI tilt shift lenses
- Runford Baker tripod
- O'Connor 2575D tripod head
- Zoom H6 audio recorder and mixer
- Rode shotgun mic

LOCATION CONTRACT
(exterior with payment – non-precedential)

Between: **Kino Sum Productions Inc. (the “Producer”)**

And: Nikkei Internment Memorial Centre, C/O Village of New Denver (name/company name)
____ 115 Slocan Avenue, PO Box 40, New Denver, BC V0G 1S0 (mailing address)
____ Phone: 250 358 2316, Email: office@newdenver.ca (phone and/or email)

To Whom It May Concern:

Your signature below will confirm our agreement to use the Premises described below in connection with the production of the motion picture project with the working title ***Borrowed from Nature*** (the “Production”) in accordance with the following terms and conditions:

1. You hereby grant to Producer the exclusive right during the term set below to enter upon and use the Premises described below and to bring personnel, equipment, sets and props as the Producer deems necessary into the Premises in connection with the Production and in a lawful manner.

2. The “Premises” means the premises (exterior only) located at:

____ Nikkei Internment Memorial Centre, 306 Josephine St, New Denver ____

3. The “Term” will be on or about the following dates:

Term Start: ____ June 30, 6pm ____ Term End: ____ June 30 8pm ____

These dates are subject to change due to weather conditions, events out of Producer’s reasonable control (such as, but not limited to, public health emergencies, government restrictions, etc.) or changes in production schedules. Producer will give you as much notice as possible if a change is needed.

4. As full compensation for using the Premises and for the other rights granted herein to the Producer, Producer shall pay you the following rates:

Sub-Total: ____ \$500 ____

GST (if applic): _____ GST Number: _____

Total: ____ \$500 ____ Payable: via e-transfer upon receipt of invoice

5. Should Producer terminate this Contract before the halfway point of the Term, then you agree and understand that only half of the above-described rate shall be payable to you under this Contract.

6. You agree and acknowledge that Producer, its successors and assigns own all rights and interest to all footage, photographs, sound recordings and any other works made/created on the Premises (the “Location Footage”). Further, you agree that Producer may use the Location Footage for any lawful purpose solely in connection with the Production. You, the owner, authorized agent of the owner and/or lawful possessor of the Premises will not have any rights or interest to the Location Footage or any works created using the Location Footage.

7. At the end of the Term, Producer shall promptly remove from the Premises all structures, equipment and other materials placed on it.

8. Producer agrees to leave the Premises in as good condition as when Producer first entered into the Premises to begin work at the start of the Term, and Producer further agrees to use reasonable care to prevent any damage to the Premises, with reasonable wear and tear excepted. Producer indemnifies the owner and/or persons in lawful possession of the Premises from any loss or liability arising out of personal injury or property damage resulting directly from any negligent act on our part in connection with our use of the Premises during the Term. You agree to submit to Producer, in writing within 30 days following the end of the Term, a detailed list of all property damage or personal injuries for which you claim Producer is responsible, and you shall permit Producer’s representatives to inspect the property so damaged.

9. Producer maintains an insurance policy covering liability in respect of claims on the property caused by Producer's negligence.
10. Nothing in this Contract obligates Producer to use the Premises, and Producer may choose not to use the Premises by giving you notice of such choice. If this becomes the case, then neither you nor Producer will then have any further obligations under this Contract.
11. Other than for Producer's breach of paragraphs 9 and 10, you hereby waive your right to sue or seek an injunction against Producer regarding its use of the Premises and/or the Location Footage.
12. You agree that no additional compensation shall be payable to you with respect to this Contract and use of the Location Footage other than what is set out above.
13. **You represent and/or warrant that you are the owner of the Premises, or person authorized by the owner, and have the right and authority to make and enter into this Contract and to grant Producer the rights set forth in it, and that no further consents are necessary. Further, you agree to indemnify and save Producer, its licensees and assignees harmless from and against any and all claims, demands, actions, damages and costs (including legal fees on a solicitor client basis) which Producer may suffer as a result of any breach by you of your representations and/or warranties in this paragraph.**
14. B.C. law governs this agreement. This Contract is the entire understanding between you and Producer with respect to its subject matter. The parties may execute this Agreement in counterparts with scanned signatures in PDF format and such counterparts together will constitute a single instrument. The parties may execute this Agreement using digital PDF signatures, DocuSign, HelloSign or other agreed-upon digital signature method or service.

Agreed to and accepted:

**Premises Owner or
Authorized Person**

Company Name (if applic.)

Print Name

Title

Signature

Date

Kino Sum Productions Inc.

__Nicola Waugh_____
Print Name

__Producer_____
Title



__June 30, 2020_____

Mayor Casley

From: Nicola Waugh <n.waugh@kinosum.com>
Sent: July 2, 2020 5:25 PM
To: Catherine Allaway
Cc: Councillor Fyke; Councillor Gustafson; Councillor Moss; Councillor Wagner; Mayor Casley
Subject: Re: Information for film shoot

Hi all,

- Stills: yes, there is a possibility we'd use stills from the shoot for promo material, unless there is an issue on your end.
- Yes, we can provide transcripts for the New Denver segment of the film. We are providing this for Lethbridge as well. You can anticipate this by mid-July.
- Final product: We can happily share the link when it's live online to share as you like, but will not be able to provide an actual file for the first year due to our exclusive one-year broadcast agreement with CBC. After that first year, we will be happy to provide you with a file (approx. October 2021)
- One item that was brought up when we spoke was that a new 'commercial' agreement will need to be made instead of a 'non-commercial' agreement. Will this be ready prior to Tuesday's meeting so we can review and move forward?
- If for any reason the 8th does not work out, we will be staying in New Denver the evening of the 8th, so could make early morning on the 9th work too.
- The rest of the team will be busy with an interview with the Consul General of Japan on Tuesday afternoon, but I will be able to step away and join the Special Council Meeting on the phone or online- just let me know what works.

Thanks!

On Thu, Jul 2, 2020 at 11:13 AM Catherine Allaway <cao@newdenver.ca> wrote:

Hi Nicola,

Thanks for your email. Can you please clarify whether you are hoping to use stills from the footage collected at the Nikkei Internment Memorial Centre (NIMC) in any promotional material? And in our conversation on Tuesday you offered to provide the Village with transcripts of the interviews relating to the NIMC to ensure that there are not any inaccuracies or misrepresentations. Is this still an option? Also, one of the requirements that the Village has imposed in the past is that a copy of the final product be provided to the NIMC for our files. Can you let me know if this would be possible?

I have tentatively scheduled a Special Meeting of Council for 2:30 -3:00 p.m. on Tuesday, July 7th. If Council approves the request then you will be able to visit the following evening, July 8th from 6-8 p.m. as staff is available at that time. However, if Council wishes to negotiate terms or add conditions to the approval there won't be time to make these arrangements before your scheduled arrival and your visit will need to be postponed. I anticipate that everything will go smoothly, but I want you to be aware of the risk associated with the timeline you are proposing as the final decision lies with Council, not with me.

Kind regards,

Catherine Allaway

Chief Administrative Officer

Village of New Denver

P.O. Box 40 | New Denver, BC | V0G 1S0

P: 250-358-2316 | F: 250-358-7251

Website: www.newdenver.ca

From: Nicola Waugh <n.waugh@kinosum.com>

Sent: June 30, 2020 9:37 PM

To: Councillor Fyke <fyke@newdenver.ca>; Councillor Gustafson <gustafson@newdenver.ca>; Councillor Moss <moss@newdenver.ca>; Councillor Wagner <wagner@newdenver.ca>; Mayor Casley <mayor@newdenver.ca>; Catherine Allaway <cao@newdenver.ca>

Subject: Information for film shoot

Hi all,

As requested, and for further clarification, I've attached the following (last two items have already been sent, but want to have everything in one place so its easier to review):

- Letter of intent
- Synopsis and outline
- Distribution plan
- Credits and equipment list
- Company info, bios, and CVs
- Certificate of Insurance (New Denver listed as additional insured)
- Kino Sum's location agreement

Catherine, you mentioned a *collection application* to use for the inside of the buildings, but as we are only requesting exteriors, I don't think this is needed. Please correct me if that's not the case.

Please let us know if you have any questions.

Best,

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Nicola Waugh

Producer, *Events Transpiring Before, During, and After a High School Basketball Game*
Marketing & Publicity, *Circle of Steel, All Saints*

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KINO SUM
PRODUCTIONS

403.400.0470

kinosum.com

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Nicola Waugh

Producer, *Events Transpiring Before, During, and After a High School Basketball Game*
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