

November 2, 2016

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

**RE: Renewal of Land Use Agreement with Environment Canada to operate and maintain a Reference Climate Weather Station at the Fort Frances Airport**

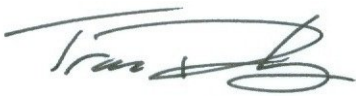
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In June 2007 the Town of Fort Frances signed a 10 year agreement with Her Majesty the Queen in right of Canada, as represented by the Minister of the Environment for the installation, operation and maintenance of a modernized Reference Climate Weather Station (RCS) on the airfield at the Fort Frances Airport commencing October 31, 2006. The lease included a 6 month renewal notice clause for a renewal commencing October 31, 2016 for a period of an additional 10 years to October 31, 2026. The Ministry missed the renewal notice clause and failed to provide the 6 month notice as stipulated. The Ministry did, however provide a letter requesting the extension to the lease and acknowledgement that the renewal notice clause had been missed on October 26, 2016.

The lease agreement and correspondence dated October 26, was reviewed by the Airport Supervisor and it was determined that the existence of the RCS at the Fort Frances Airport is a benefit to the operations there and that the Airport does receive some additional revenue from the lease of the land. The renewal would maintain the \$100.00 per year rental fee for the use of that property, please see attached report from T. Batiuk, Airport Supervisor.

It is the recommendation of the Operations and Facilities Executive Committee that the land use lease agreement with Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the operation and maintenance of a modernized Reference Climate Weather Station (RCS) on the airfield at the Fort Frances Municipal Airport be extended for a term of 10 years commencing October 13, 2016, and further that a by-law be passed authorizing the Mayor and Clerk to execute the agreement.

Respectfully Submitted,



Travis Rob, EIT  
Manager of Operations & Facilities

Council Approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the land use lease agreement with Her Majesty the Queen in right of Canada as represented by the Minister of the Environment for the operation and maintenance of a modernized Reference Climate Weather Station (RCS) on the airfield at the Fort Frances Municipal Airport be extended for a term of 10 years commencing October 13, 2016, and further that a by-law be passed authorizing the Mayor and Clerk to execute the agreement.



2016-11-02

To: Travis Rob

From: Tom Batiuk

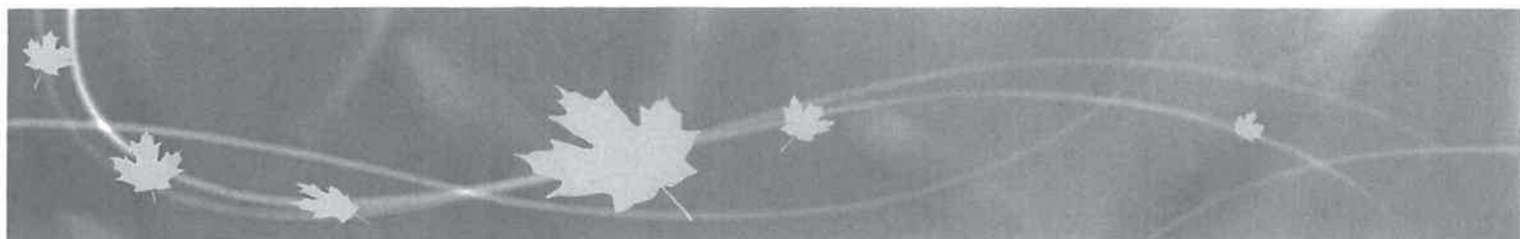
Re: lease agreement Renewal for Environment Canada Weather reporting equipment

Please see attached Lease renewal documents for Environment Canada. Set to commence October 31<sup>st</sup>, 2016 to October 30<sup>th</sup>, 2026. Please forward these documents to Town Council at their next regular meeting for approval and execution with my recommendation.

Kind Regards,

A handwritten signature in black ink, appearing to read "Tom Batiuk".

Tom Batiuk  
Airport Supervisor



Real Property Management Division  
Place Vincent Massey  
351 St. Joseph Blvd, Annex - 7<sup>th</sup> floor  
Gatineau, Québec K1A 0H3

October 26, 2016

The Corporation of the Town of Fort Frances  
320 Portage Ave.  
Fort Frances, Ontario  
P9A 3P9

*Via electronic mail*

**Object: Renewal Notice in regards to a Licence Agreement fully executed on October 31, 2006 between The Corporation of the Town of Fort Frances and Her Majesty the Queen in right of Canada as represented by the Minister of the Environment who is responsible for Environment Canada**  
***Our File No.: RES20160132***

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Dear Mr. Rob,

As per the telephone conversation with Travis Rob on October 26, 2016 and in accordance with subsection 4.2 of the above-noted agreement, Environment and Climate Change Canada (ECCC) is afforded the option to renew said agreement for an additional term of ten (10) years.

Please consider this written notice to be ECCC's exercise of its right to renew the above-noted agreement for an additional term of ten (10) years, which is to begin on October 31, 2016. A copy of the agreement is enclosed for reference.

We ask you to kindly sign the second page of this letter in order to confirm receipt and acceptance of this correspondence. Please return a signed copy at the following email address:

[ec.servicesdesbiensimmobiliers-realestateservices.ec@canada.ca](mailto:ec.servicesdesbiensimmobiliers-realestateservices.ec@canada.ca)

Should you have any questions or concerns, please do not hesitate to contact Nadine Fortin by telephone at 819-938-4445.

Regards,

Benoît Julien  
Director, Real Property Management Division  
Assets, Real Property and Security Directorate  
Corporate Services and Finance Branch

The Corporation of the Town of Fort Frances herein confirms receipt and acceptance of Environment and Climate Change Canada's correspondence dated October 26, 2016 as timely and sufficient notice of its intention to exercise its right to renew the Licence Agreement for an additional term of the (10) years.

The Corporation of the Town of Fort Frances

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_, 2016

## **LICENCE AGREEMENT**

### **BETWEEN:**

**The Corporation of the Town of Fort Frances  
320 Portage Ave.  
Fort Frances, ON P9A 3P9**

(herein the "Licensor")

- and -

**HER MAJESTY THE QUEEN in right of Canada, as  
represented by the Minister of the Environment**

(herein "Her Majesty" or the "Licensee")

**WHEREAS** Her Majesty wishes to have a modernized Reference Climate Weather Station in the Fort Frances area to acquire data for weather prediction purposes;

**AND WHEREAS** the Town of Fort Frances is the owner of land situated at the Fort Frances Airport, located at 1300 Frogcreek Road, Fort Frances, Ontario, a portion of which has been deemed suitable by Her Majesty for the purposes of a modernized Reference Climate Weather Station ("RCS");

**AND WHEREAS** the Town of Fort Frances has agreed that Her Majesty shall have the right to install, operate and maintain a RCS on the portion of the said land, hereinafter called "the Licensed Lands" on the terms and conditions contained in this Licence Agreement (the "Agreement");

**NOW THEREFORE** in consideration of the Licence Fee and the covenants contained herein, the parties agree as follows:

### **1.1 Definitions**

In this Agreement, the following terms have the meaning ascribed below:

"Equipment" means Her Majesty's Equipment, and includes: a data-logger with modem, snow depth sensors, wind gauges, lightning rod, Stevenson screen with temperature and humidity sensors, precipitation gauges, and any other equipment deemed necessary by Her Majesty for the purpose of the RCS station and shown on the instrument sketch plan Schedule "A", attached.

**"Licensed Lands"** means a 1000 m<sup>2</sup> portion of the Airport property located at 1300 Frogcreek Road, Fort Frances, Ontario and more particularly shown on Location Plan Schedule "B", attached.

**"Structures"** means any concrete pads forming the base for the instrumentation, a utility hut, and any other structures that may be required in order to house the Equipment.

**"RCS"** means the meteorological compound located on the Licensed Lands which consists of the Equipment and Structures necessary to operate a modernized standard Reference Climate Station with public forecast and reference climate weather capabilities.

## **2. Grant of Licence**

2.1 The Licensor hereby grants to the Her Majesty a exclusive Licence over the Licensed Lands for the purpose of constructing, installing and maintaining a RCS, including all necessary Equipment and Structures ; and

2.2. The rights granted in this section 2 shall extend to and include employees and contractors of the Licensee.

## **3. Licence Fee**

3.1 The Licensee shall pay to the Licensor an annual Licence Fee of One Hundred Dollars (\$100.00) in Canadian funds, payable to The Town of Fort Frances, upon receipt of the Licensor's invoice.

## **4. Initial Term, Extension and Early Termination**

4.1 Unless otherwise terminated in accordance with this Agreement, this Agreement shall remain in effect for a period of TEN (10) years commencing October 31, 2006 and ending on October 30, 2016 (the "Term").

4.2 The Licensee has the right to extend this Agreement for one (1) further term of TEN (10) years commencing on October 31, 2016 and ending on October 30, 2026 upon the same terms and conditions as in this Agreement. The Licensee shall provide the Licensor with six (6) months notice of its intention to extend this Agreement prior to the expiration of the original Term.

4.3 The Licensor and the Licensee shall have the right to cancel this Licence Agreement any time from and after the fifth anniversary date of the execution of this Agreement by giving the other party no less than six (6) months prior written notice of termination.

## **5. Construction of the Reference Climate Weather Station (RCS)**

5.1 The Licensee shall ensure that all construction will be carried out with minimal disturbance to the Lands and shall take all necessary steps to ameliorate and rectify any such disturbances immediately upon request by the Licensor. The Licensee agrees to comply with any applicable laws of an authority having jurisdiction over the construction.

5.2 The Licensee shall carry out construction in accordance with the plans discussed with the Licensor and roughly illustrated in the site installation plan attached as Schedule "A". The Weather Station will consist of concrete pads, the Equipment and a utility shed.

#### **6. Provision of Utilities and Maintenance of Equipment and Grounds**

6.1 The Licensee's Equipment shall remain the property of Her Majesty.

6.2 The Licensee shall install and maintain Her Majesty's Equipment at its own expense.

6.3 The Licensee agrees to pay for on going electricity consumed by the Reference Climate Weather Station.

6.4 The Licensor agrees to provide grounds keeping at the site and snow removal services on access roads to the site.

#### **7. Removal of Equipment and Structures upon Termination**

7.1 At the end of the term or any renewal period thereof, the Licensee shall remove Her Majesty's Equipment.

7.2 At the request of the Licensor, the Licensee shall remove the Structures and restore the Lands to the state or condition which existed prior to the installation of the Reference Climate Weather Station save and except normal wear and tear. Fencing, power and telephone lines will be left intact unless otherwise agreed upon by the parties.

7.3 If an earlier termination date is requested by Licensor, all costs to restore the property will be borne by the Licensor. Otherwise, the removal and restoration costs shall be borne by the Licensee.

#### **8. Environmental Site Assessment**

8.1 The Licensee has undertaken, at its expense, a Phase I Environmental Site Assessment ("ESA") to determine the environmental conditions of the property at the Licensed Site and any structures thereon. This report shall serve to develop an estimate of material adverse environmental conditions, if any, affecting the soil of or water in, on, over or under the Licensed Site, and any structures thereon, and the Remedial Work required. Upon request, the Licensee shall furnish to the Licensor a copy of this Phase I



ESA of 1300 Frog Creek Road, Fort Frances, Ontario, prepared by Premier Environmental Services Inc, with a date of reference of June 30, 2006.

8.2 This Environmental Assessment Report shall be prima facie evidence between the parties hereto as the existence of any Hazardous Substances affecting the soil of or the water in, on, over or under the Licensed Site, and any structures thereon, and the quantity thereof immediately prior to the commencement date of this Licence.

## **9. Crown Liability and Proceedings Act**

9.1 Any liability of Environment Canada arising out of this Licence Agreement shall be subject to the provision of the Crown Liability and Proceedings Act, R.S.C., 1985. c. C-50 (as amended).

## **10. Default**

10.1 If the Licensee fails to make any payment of monies when due or if either the Licensee or the Licensor becomes a "defaulting party" by failing to observe any other terms, conditions, or covenants under this Agreement and does not diligently proceed to cure such default within forty days of receiving notice in writing from the non-defaulting party specifying the default, then the non-defaulting party may terminate this agreement.

## **11. Assignment**

11.1 Neither party may assign or transfer this Agreement in whole or in part without the prior written consent of the other.

## **12. Notices**

12.1 All notices and demands provided for in this Agreement shall be in writing and shall be: a) served personally; or b) mailed by registered mail, return receipt requested, or c) sent by facsimile transmission, and addressed as follows:

**To the Licensor:**

The Municipality of Fort Frances  
320 Portage Ave.  
Fort Frances, Ontario  
P9A 3P9  
Attn: Glenn Treftlin, Clerk  
Tel: 807-274-5323  
Fax: 807-274-8479  
Email: [gtreftlin@fort-frances.com](mailto:gtreftlin@fort-frances.com)



**To the Sublessee:**

Environment Canada  
 MSC Ontario Region  
 4905 Dufferin Street  
 Downsview, Ontario M5H 5T4  
 Attn: John MacPhee  
 Tel: 416 739 5983  
[John.MacPhee@ec.gc.ca](mailto:John.MacPhee@ec.gc.ca)

**With a copy to:**

Environment Canada  
 Real Estate Services – Property Management  
 335 River Road  
 Ottawa, ON K1A 0H3  
 Fax: 613-990-8861  
 Email: [RealEstateServices@ec.gc.ca](mailto:RealEstateServices@ec.gc.ca)

If such notice is delivered in person, it shall be deemed to have been received on the date of delivery. If such notice is sent by registered mail, it shall be deemed to have been received by the recipient five (5) working days after date of posting. If the notice is sent by facsimile transmission, it shall be deemed to be received as of the date of the transmission, as evidenced by an automated confirmation of transmission.

**13. No Agency or Partnership**

13.1 Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture relationship between the Parties.

**14. No Interest in the Land**

14.1 This Licence shall not create, or be deemed to create any interest or estate in the Land.


**15. Entire Agreement**

15.1 This Agreement constitutes and defines the entire contract and agreement between the parties hereto. No oral term or condition, warranty, collateral understanding or agreement other than expressly contained in this Agreement shall form a part of the contract or be binding upon any party hereto.

**THE PARTIES** hereto have executed this Licence Agreement by the hands of their duly authorized officers as of the date of the last signature affixed below.

Signed by Her Majesty at Ottawa, Province of Ontario, on this <sup>22<sup>nd</sup></sup> day of *May*, 2007.

**HER MAJESTY THE QUEEN IN  
RIGHT OF CANADA** as represented by  
the Minister of Environment

Per:  \_\_\_\_\_

Name: Linda Griffin  
Title: Director, Property Management

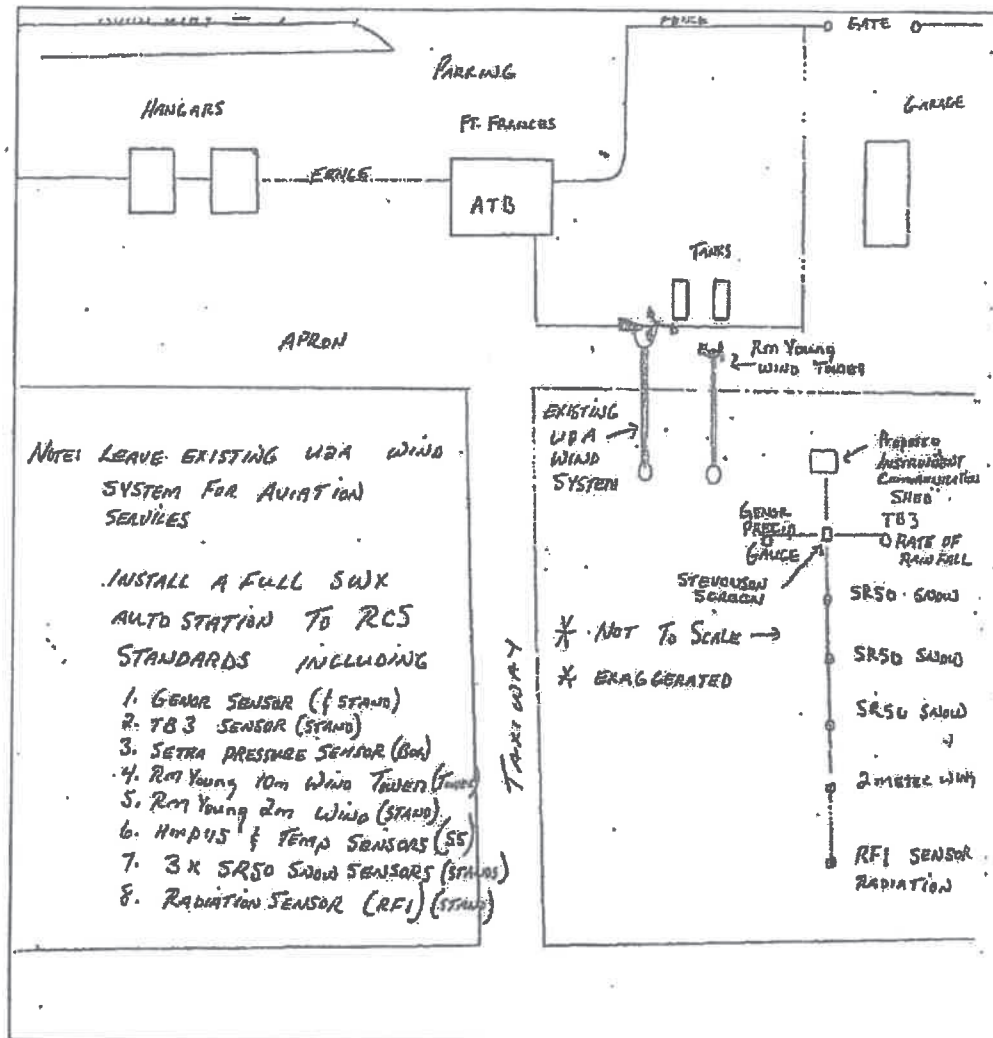
Signed by The Corporation of the Town of Fort Frances, Province of Ontario, this <sup>26<sup>th</sup></sup> day of *June*, 2007.

**THE CORPORATION OF THE TOWN  
OF FORT FRANCES**

Per:  \_\_\_\_\_  
Mayor

Per:  \_\_\_\_\_  
Clerk

Schedule "A"  
Instrument Sketch for RCS Weather Station at Fort Frances Airport, Fort Frances,  
Ontario



**Schedule "B"**  
**Location Plan for RCS Weather Station at Fort Frances Airport, Fort Frances, Ontario**

