

April 26, 2013



Report To: Mayor & Council

From: Doug Brown, Manager of Operations & Facilities

**SUBJECT: Airport Property – Installation of NAV Canada Remote Communications Outlet (RCO) – 5- year License Agreement**

Please find attached the administration report prepared by Tom Batiuk, Airport Supervisor outlining pertinent information on the proposed installation of a NAV Canada Remote Communications Outlet. A new communication tower c/w antenna will be installed just north west of the Fort Frances Air hanger (See schedule "B"). This new communication equipment will enhance or boost the communication system used by airmen utilizing the Fort Frances Airport Facility. There is no real financial gain to the Town as only \$10 per year is collected to use the airport land to house the RCO equipment. NAV Canada will be responsible for the cost of electric power.

The Operations and Facilities Executive Committee recommends that the Mayor and Clerk be authorized to execute the License Agreement for Remote Communications Outlet with the NAV Canada on behalf of the Corporation of the Town of Fort Frances.

Respectfully submitted,  
Operations & Facilities Division

Doug Brown, P. Eng.  
Operations & Facilities Manager

**Council approval of this report will ensure** that the Mayor and Clerk be authorized to execute the License Agreement for Remote Communications Outlet with the NAV Canada on behalf of the Corporation of the Town of Fort Frances

2013AprilRemoteCommunicationoutletAirport

RECOMMENDED

MAY 08 2013

DIV. MNG.

EXECUTIVE COMM.

2013-04-26

To: Doug Brown

From: Tom Batiuk

Re: RCO (remote communications outlet) installation on Airport Property

Attached you will find a standard Nav Canada Lease agreement for the installation of an RCO on the airport property. Also attached is a map of current RCO installations in the Winnipeg flight information zone.

The main reason for the install of this type of outlet is to boost communications with Winnipeg Flight information centre and to facilitate on airport weather reporting for the pilots arriving to and departing from Fort Frances Municipal.

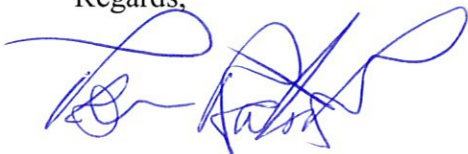
This installation will improve communications and the level of safety for weather reporting to pilots.

The benefits to the Town would be that the pilots planning to come to Fort Frances would have on airport weather reporting and communications for after hour's service. This will boost the level of safety when it comes to pilot decision making during low light hours and winter operations.

Financially the Town would see a gain of 10\$ per year from Nav Canada. This is a pretty standard agreement across Canada. I have surveyed other airports that have this type of install and this is what they get.

It is my recommendation to proceed with the RCO installation to continue to improve the level of service that is provided here at the Fort Frances Airport.

Regards,



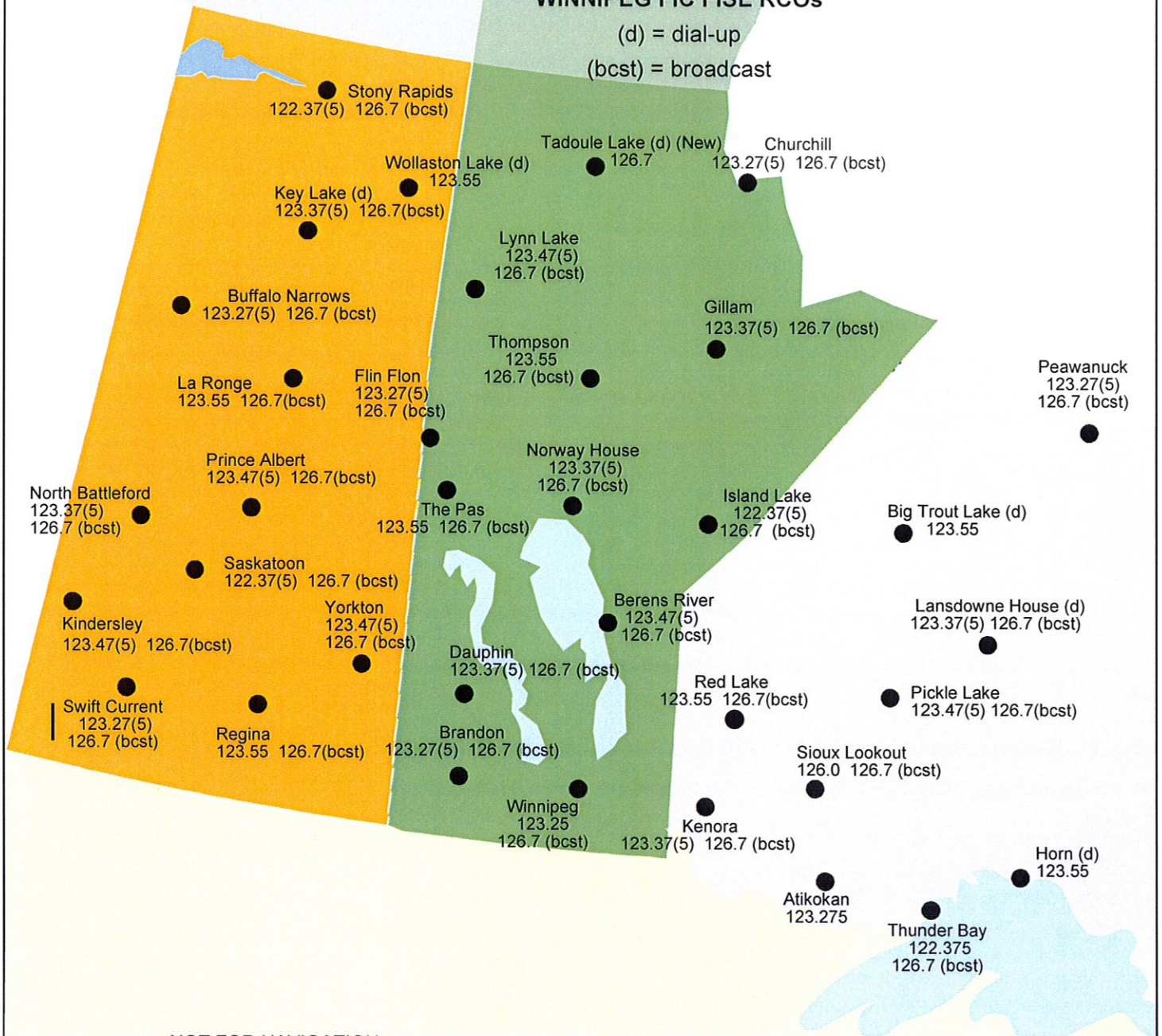
Tom Batiuk  
Airport Supervisor



# WINNIPEG FIC FISE RCOs

(d) = dial-up

(bcst) = broadcast



NOT FOR NAVIGATION

**LICENCE AGREEMENT  
FOR  
REMOTE COMMUNICATIONS OUTLET**

**BETWEEN**

**TOWN OF FORT FRANCES**

**AND**

**NAV CANADA**

**FACILITY NO.**

**C175C0501**

**LICENCE AGREEMENT  
for  
Remote Communications Outlet**

THIS LICENCE AGREEMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013.

**B E T W E E N:**                      **TOWN OF FORT FRANCES**  
( hereinafter referred to as the "Licensor" )

**OF THE FIRST PART**

**AND**

**NAV CANADA**  
The Company was continued under the Canada Not-for-profit  
Corporations Act

**OF THE SECOND PART**

**WHEREAS** on October 31, 1996 Her Majesty the Queen in Right of Canada and NAV CANADA entered into an Agreement transferring to NAV CANADA, the management, operation, maintenance and development of the civil air navigation services and facilities in Canada and the efficient provision, operation and co-ordination of same;

**AND WHEREAS** NAV CANADA wishes to install a remote communications outlet on the Licensor's property;

**AND WHEREAS** pursuant to this Agreement the Parties have agreed to enter into a licence agreement for certain remote communications outlet;

**NOW THEREFORE THIS AGREEMENT WITNESSESS THAT** in consideration of ten (10) dollars, the terms and conditions set out in this Licence, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

**1.     DEFINITIONS AND SCHEDULES**

**1.01   Definitions**

In this Licence:

**Remote Communications Outlet** means equipment as described in Schedule A:

**"Licence"** means this agreement and all schedules attached hereto;

**"Licensed Area"** means area described in Schedule B.

**"Party"** means NAV CANADA or the Licensor and **"Parties"** means both of them;

**"Term"** means the period of time set out in Section 3.

## 1.02 Schedules

The document attached hereto as Schedule A & B form an integral part of this Licence as fully as if it was set forth herein *in extenso*.

## 2. LICENCE

The Licensor hereby grants to NAV CANADA, in consideration of rent in the amount of \$10.00,

- (a) an irrevocable licence over the Licensed Area for the purposes of installing, replacing, altering, adjusting, improving, removing, reducing, expanding, modifying, repairing, maintaining and/or operating a remote communications outlet; and
- (b) permission to have free and unencumbered access at all reasonable times, for NAV CANADA, its servants, employees, agents, invitees, contractors and subcontractors with or without machinery and equipment, to any part of the Licensed Area on which a remote communications outlet is located.

## 3. TERM

- 3.01 The Term of this Licence is for five years commencing on May 1, 2013 and ending on April 30, 2018. If, at the expiration of the Term, NAV CANADA desires to renew this Licence, NAV CANADA shall, at least sixty (60) days before the expiration of the Term, give notice in writing of such desire to the Licensor, and the Licensor shall grant to NAV CANADA a renewal of this Licence under the same terms and conditions as described in this Licence.
- 3.02 Pursuant to Subsection 3.01, if NAV CANADA continues its operations after the end of the Term of this Licence and without the execution and delivery of a new Licence or written renewal or extension of this Licence, then NAV CANADA will be considered to be conducting its operations on a month-to-month basis at the sufferance of the Licensor, and during such period of continued operations the Parties shall be subject to the covenants and conditions herein contained except as to length of term.

## 4 TERMINATION

In the event that NAV CANADA determines that a portion or all of the Licensed Area is no longer required, NAV CANADA reserves the right to terminate this Licence as it relates to that portion of the Licensed Area, upon providing 90 days notice to the Licensor.

## 5. COVENANTS OF THE LICENSOR

- 5.01 The Licensor covenants and agrees that NAV CANADA shall and may peaceably and quietly hold and enjoy the Licence during the Term without molestation, hindrance, disturbance or interruption from or by the Licensor or any person or persons claiming through or under the Licensor.



#### 5.02.1 Power

The Licensee will be responsible for the cost of electric power, in order to operate the remote communications outlet.

#### 5.02.1 Interference

The Licensor shall ensure that the Licensor or any assignee of the rights and obligations of the Licensor (each a "Third Party") or any other user of the Licensed Area shall not interfere with the operation of the digital aviation weather camera.

#### 5.02.2 Equipment Status

The Licensor shall report to NAV CANADA any problems with power, which might affect the remote communications outlet.

The Licensor shall contact NAV CANADA to report the above

Winnipeg FIR	(877) 672-2994
--------------	----------------

### 6. MUTUAL INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to indemnify and save harmless the other Party (the "Indemnified Party") from and against any and all liabilities, fines, suits, demands, costs and actions of any kind or nature whatsoever (collectively the "Claims") for which the Indemnified Party shall or may become liable, or suffer by reason of any breach, violation or non-performance by the Indemnifying Party of any covenant, term or provision hereof, or by reason of any injury, loss, damage or death resulting from, occasioned to or suffered by any persons, or any property by reason of any act, neglect or default on the part of the Indemnifying Party. The foregoing obligation of indemnification in respect of such claims occurring during the Term shall survive termination of this Licence, anything in this Licence to the contrary notwithstanding. The Indemnifying Party's liability to the Indemnified Party for any claim or cause whatsoever and regardless of the form of action, whether based in contract, indemnity, warranty, tort (including negligence and strict liability) or otherwise, shall be limited to the Indemnified Party's direct damages actually incurred. This limitation of liability shall apply whether or not the claim arises out of a breach of a condition or fundamental term, or a fundamental breach.

#### 6.01.1 Waiver

The waiver by the Licensor or NAV CANADA of a breach of a term, covenant or condition of this Licence shall not be considered to be a waiver of a subsequent breach of the term, covenant or condition or another term, covenant or condition. The subsequent acceptance of fees by the Licensor shall not be considered to be a waiver of a preceding breach by NAV CANADA of a term, covenant or condition of this Licence, regardless of the Licensor's knowledge of the preceding breach at the time of acceptance of the fee. No covenant, term or condition of this Licence shall be considered to have been waived by the Licensor or NAV CANADA unless the waiver is in writing signed by the Licensor or NAV CANADA, as the case may be.

## **7. ASSIGNMENT, SUBLETTING**

### **7.01.1 Assignment**

NAV CANADA shall not assign or sublicense the rights acquired under this Licence without the prior written consent of the Licensor, not to be unreasonably withheld or delayed.

## **8. GENERAL PROVISIONS**

### **8.01 Notices**

All notices or other communications necessary for the purposes of this Licence shall be in writing and shall be delivered personally or by courier, or shall be sent by registered mail or by prepaid post or sent by facsimile, addressed:

- (a) in the case of the Licensor, to:

Town of Fort Frances  
320 Portage Ave.  
Fort Frances, Ontario  
P9A 3P9  
Attention: Tom Batiuk, Airport Supervisor  
Telephone: (807) 274-3930  
Facsimile: (807) 274-9392

- (b) in the case of NAV CANADA, to:

NAV CANADA  
77 Metcalfe Street, 10<sup>th</sup> Floor  
Ottawa, Ontario  
K1P 5L6  
Attention: Manager, Real Estate Services  
Telephone: (613) 563-5995  
Facsimile: (613) 563-5501

- 8.02 Any notice or communication will be considered to have been received:

- (a) in the case of facsimile, on actual receipt, and  
(b) in all other cases, on the date of delivery.

If the postal service is interrupted, or threatened to be interrupted, or is substantially delayed, any notice shall be delivered personally or by facsimile.

### **8.03 Governing Law**

This Licence shall be construed according to laws of the Province or territory in which the Licensed Area is located and the laws of Canada applicable therein.



#### 8.04 **Captions**

The captions and headings of this Licence are for convenience and reference only and shall not affect the interpretation of this Licence.

#### 8.05 **No Agency or Partnership**

Nothing in this Licence creates or shall be construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of joint venture, it being understood and agreed that neither the method of computation of fees nor any other provision, nor any acts of the Parties create any relationship between the Parties other than that of the Licensor and NAV CANADA.

#### 8.06 **Time of Essence**

Time shall be of the essence of this Licence.

#### 8.07 **Partial Invalidity**

If any term, covenant or condition of this Licence is held invalid or unenforceable, the remainder of this Licence or the application of the term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected.

#### 8.08 **Interpretation**

In this Licence, unless the context requires otherwise, words importing the singular include the plural; any reference to "NAV CANADA" includes the servants, employees, agents and invitees of NAV CANADA and all others over whom NAV CANADA might reasonably be expected to exercise control; "person" includes any individual, firm or corporation; "hereof", "herein", "hereunder" and similar expressions used in any section relate to the whole of this Licence and not to that section only.

#### 8.09 **Entire Agreement**

When duly executed by authorized officers of both Parties, this document and any attachments mentioned as forming part of this Licence constitute the entire Licence between the Parties. No variation thereof shall be effective without the written consent of both Parties.

#### 8.10 **Amendment**

This Licence may only be amended by written agreement signed by both Parties. No other change to this Licence shall have any force or effect unless it is in writing and unless it is signed by both Parties.

#### 8.11 **Enurement**

This Licence shall enure to the benefit of and be binding upon the Parties and their [respective successors and assigns](#).

**IN WITNESS WHEREOF** the Parties have, through duly authorized officials, executed this Licence effective as of the date and year first written above:

**TOWN OF FORT FRANCES**

**NAV CANADA**

\_\_\_\_\_  
Name:  
Title:  
I have the authority to bind the Corporation

\_\_\_\_\_  
Name: Karen Freda  
Title: Manager Real Estate Services  
I have the authority to bind the Corporation

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Witness

## **SCHEDULE A**

Shelter and Remote Communications Outlet

## SCHEDULE B

Description of Licensed Area: 10' x 12' shelter with tower and cables as shown on the plan below

