

# TOWN OF FORT FRANCES

## AGENDA - November 23, 2020

### MEETING - Council Chambers , Civic Centre

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1. **COUNCIL MEETING**  
(Session No. 052) to immediately follow the Committee of the Whole
  - 1.1 Call to Order
  - 1.2 Territorial Acknowledgement
  - 1.3 Moment of Meditation
  - 1.4 Disclosure of pecuniary interest and the general nature thereof.
2. **Consent Agenda:**
  - 2.1 Items Referred from Committee of the Whole
3. **Approval of Council Minutes: \***
  - 3.1 Session No. 051 dated November 9, 2020
4. **Approval of Committee of the Whole Minutes: \***
  - 4.1 Session No. 052 dated November 9, 2020
5. **Resolutions from tonight's Committee of the Whole meeting**
6. **By-Laws:**
  - 6.1 By-law 40/20-A being a by-law amend a land sale agreement with Tom Veert Contracting Limited with respect to the sale of certain lands. 3
  - 6.2 By-law 48/20 being a by-law to authorize an agreement to lease and service photocopiers for the Fire Hall and Sports Centre. 4 - 56
  - 6.3 By-law 49/20 being a by-law to approve an agreement with Nor Col EZ Dock awarded through the tender process. 57 - 63
  - 6.4 By-law 50/20 being a by-law to authorize the entering into of a land lease agreement with Canadian National Demolition at the Fort Frances Municipal Airport. 64 - 92
7. **New Items:**
  - 7.1 Councillor Appointments to Boards / Committees for remainder of term. 93

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7.2 Rainy River District Municipal Association (RRDMA) - Notice of AGM (virtual)	94 - 97
- Council will need to consider a resolution respecting attendance.	
7.3 Rural Ontario Municipal Association (ROMA) - 2021 Conference (Virtual)	98 - 106
- Council will need to consider a resolution respecting attendance.	
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9.5 Fort Frances Public Library Technology Centre dated July 22, September 23 and October 21, 2020.	148 - 154
<b>10. <u>In-Camera:</u></b>	
10.1 Personal matters about an identifiable individual, including municipal or local board employees: Board Representation	
10.2 Personal matters about an identifiable individual, including municipal or local board employees: Service Request	
10.3 For the purpose of educating or training the members: Policy review	
<b>11. <u>Public Session Resumes:</u></b>	
<b>12. <u>Resolutions Required as a result of In-Camera discussions:</u></b>	
<b>13. <u>ADJOURNMENT</u></b>	
<b>14. <u>* Previously distributed to Council</u></b>	
<b>15. <u>** Items can be viewed by contacting the Clerk</u></b>	

**TOWN OF FORT FRANCES**

**BY-LAW NO. 40/20 - A**

(Being a by-law to amend land sale agreement with Tom Veert Contracting Limited with respect to the sale of certain lands – the *Municipal Act, 2001*, c. 25, S.O. 2001.)

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c. 25, (the "Act") at section 9, provides that "a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act";

AND WHEREAS the Act, at section 10, subsection (1), provides that "a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public".

AND WHEREAS on October 13<sup>th</sup>, 2020, Council received a report from the CAO and gave direction to proceed with the sale of certain land to Tom Veert Contracting Limited;

AND WHEREAS on November 9<sup>th</sup>, 2020, Council approved a report from the CAO which amended the sale price and closing date.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the Agreement of Purchase and Sale with Tom Veert Contracting Limited be amended to revise the sale price and extend the closing date.

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 13<sup>th</sup> day of November 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**TOWN OF FORT FRANCES**

**BY-LAW xx/20**

(Being a by-law to authorize an agreement to lease and service a photocopier for the Fire Hall and Sports Centre)

WHEREAS on November 9, 2020 Council approved a report from the Information Technology Manager which recommended entering into a lease and service agreement with Thunder Bay Xerographics Inc. for photocopiers for the Fire Hall and Sports Centre.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. The lease agreement and service contract attached hereto as schedule 'A', forming part of this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto.

This by-law shall come into force and take effect on final passing.

READ THREE TIMES and finally passed in open Council this 23<sup>rd</sup> day of November 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

# EQUIPMENT LEASING AGREEMENT

Delivery Date

Lease No. **712350**

<b>Lessee</b>	Town of Fort Frances			
<b>Co-Lessee</b>				
<b>Address</b>	Street 320 Portage Ave	City Fort Frances	Province ON	Postal Code P9A 3P9
<b>Contact</b>	Name Jeremy Hughes	Phone (807) 274-5323	Email Address jhughes@fortfrances.ca	

## LEASE DETAILS

Supplier	Thunder Bay Xerographics Inc.				
Equipment	Qty	New/ Used/ Refin/ Refurb	Year/Make/ Model/ Serial Number		
	1	New	2020 Xerox Altalink C8155 with Accessories		
	1	New	2020 Xerox Altalink C8130 with Accessories		
Equipment Address	(If different than above)				
Replaced Contract	Existing Lessor			Replaced Contract (Number)	
Lease Payment	Term (In Months) 66	No. of Payments 22	Frequency Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Semi-Annual <input type="checkbox"/>	Lease Payment \$600.00 Plus Applicable Taxes	
Schedules					

## TERMS & CONDITIONS

1. **LEASE AND LEASE PAYMENTS.** Lessor hereby leases the equipment described above or in any Schedule attached hereto including all parts, accessories, replacements, and additions and accessions, now and hereafter relating thereto or affixed thereon (collectively, the "Equipment") to Lessee on the terms and conditions contained herein and elsewhere as is described in Section 4 below (collectively the "Lease"). Capitalized words not defined herein refer to terms appearing above. This Lease shall commence on the Delivery Date (as defined below) and shall continue from the Delivery Date for the number of months specified as the Term. Lessor will advise Lessee of the date that the Lease Payments shall commence, which may be the first or the fifteenth of the month following the Delivery Date or some other date. Lessee unconditionally agrees to pay Lessor, in advance, the number of Lease Payments, in the amounts set out above together with all applicable taxes and with the Frequency set forth above. Lessee's obligation to pay all Lease Payments and other sums due hereunder shall be absolute and unconditional and to the fullest extent permitted by applicable law shall not be affected by any circumstance whatsoever, it being the intention of the parties that all Lease Payments and other sums due hereunder shall continue to be payable by Lessee in all events and in the manner and at the times provided hereunder. Lessee cannot cancel or terminate this Lease for any reason. Lessee shall not at any time be entitled to prepay any Lease Payments due hereunder.

2. **TITLE.** Title to and ownership of the Equipment shall at all times be and remain vested in Lessor and shall not at any time pass to Lessee. Notwithstanding that Lessor has title to the Equipment during the Term of this Lease, Lessor shall not be liable for any loss, cost, expense or damage of any kind or nature whatsoever caused directly or indirectly by the Equipment or its use, operation or ownership or for any loss of business or other damage whatsoever and howsoever caused.

3. **ACCEPTANCE OF EQUIPMENT.** Lessee acknowledges that the Equipment has been purchased from the vendor by Lessor at the request of and in accordance with the instructions of Lessee. Lessee represents to Lessor that the Equipment has been (or will be) delivered to Lessee; that the Equipment has been (or will be) assembled and installed, is ready for use, is in satisfactory operating condition; and, is fit for all of Lessee's purposes. **LESSEE ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN ACCEPTED FOR THE PURPOSES OF THIS LEASE BY LESSEE ON THE DELIVERY DATE SET OUT ABOVE OR IN A SEPARATE CERTIFICATE OF ACCEPTANCE.**

4. **ENTIRE LEASE AGREEMENT.** *THIS LEASE INCLUDING ANY SCHEDULES SPECIFIED ABOVE ("Schedules") AND THE STANDARD LEASE TERMS AND CONDITIONS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 352J38Z AT [WWW.SEEMYTERMS.COM](http://WWW.SEEMYTERMS.COM) ("Standard Lease Terms") CONSTITUTE THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE RELATING TO THE LEASE OF THE EQUIPMENT* and supersedes all prior agreements or understandings, oral or written, with respect thereto and shall not be modified or amended except by written agreement signed by the parties. Any Schedules and the Standard Lease Terms are hereby incorporated into this Lease by this reference. This Lease shall not become binding upon Lessor until accepted by Lessor, as evidenced by, among other things, Lessor's payment to the vendor for the purchase of the Equipment. In the event this Lease involves 2 or more Lessees ("Co-Lessees"), each Co-Lessee will be held jointly and severally liable under the terms and conditions of this Lease including for all amounts due or becoming due under this Lease. If any provision of this Lease is invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of any other provision of this Lease. Lessee agrees that any photocopy, faxed copy or other reproduction of this Lease as executed by Lessee shall be binding on Lessee to the same extent as an originally executed version of this Lease, and Lessor's photocopy, faxed copy or reproduction of this Lease may be used by Lessor in any court proceeding. The parties agree that this Lease and all documents related thereto be written in the English language. Les parties aux présentes conviennent que ce Lease et tous les documents s'y rattachant soient rédigés en anglais.

**IN WITNESS WHEREOF,** Lessor and Lessee have executed this Lease. **LESSEE ACKNOWLEDGES THAT LESSEE HAS READ, UNDERSTOOD AND AGREES TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS LEASE, ANY SCHEDULES AND THE STANDARD LEASE TERMS ACCESSIBLE ONLINE AS DOCUMENT NUMBER: 352J38Z AT [WWW.SEEMYTERMS.COM](http://WWW.SEEMYTERMS.COM).**

LESSOR : DE LAGE LANDEN FINANCIAL  
SERVICES CANADA INC.

LESSEE: Town of Fort Frances

CO-LESSEE:

By:

Name:  
Title:

By:

Name:  
Title:

By:

Name:  
Title:

1. **Applicability.** These Standard Lease Terms and Conditions apply to and form an integral part of that certain Lease between the parties for the lease of Equipment as is described therein.
2. **Other Important Terms.** Lessor is not responsible for Equipment failure or the vendor's acts or representations, or for any service, repairs or installation. Lessee agrees there are no representations, warranties or conditions (express, implied or otherwise) whatsoever from Lessor with respect to the Equipment. To the extent that they are assignable, Lessor assigns to Lessee for the Term, without recourse to Lessor, all warranties from the vendor in respect of the Equipment. Lessee shall use the Equipment solely for business and commercial purposes and not personal or household purposes. Lessee shall use Equipment in a careful and prudent manner and not for any unlawful purposes and shall, at Lessee's expense, comply with and conform to all applicable laws, and manufacturer or vendor recommendations relating to the possession, use and maintenance of the Equipment. Lessee may not move the Equipment from the address set out on the Lease without the prior written consent of Lessor. Lessor shall have the right during normal business hours to enter Lessee's premises to inspect the Equipment. Interest on any Lease Payments or other sums due hereunder which are past due shall accrue at the rate of 29% per annum calculated daily and compounded monthly from the due date until paid in full and shall be payable on demand.
3. **Software.** Any software that is supplied to Lessee in conjunction with its lease of the Equipment hereunder is licensed to Lessee only and Lessee shall not acquire any proprietary interest in such software by virtue of this Lease. Lessee agrees to be bound by the license agreement in respect of such software and any warranties in respect of such software are only those set out in the license agreement. Lessor shall have no liability for the performance of the software manufacturer's or licensor's obligations under the license agreement.
4. **Installation and Repair.** Lessee shall, at its expense, by a party acceptable to Lessor, be responsible for (a) Equipment delivery, installation, de-installation and re-delivery, (b) Equipment maintenance, servicing and repair (including replacement parts) ("**Maintenance**"), all in accordance with the manufacturers' specifications, and (c) keeping the Equipment in good repair, condition and working order. Lessee shall not make any alterations, additions or improvements to the Equipment without the prior written consent of Lessor. All such alterations, additions or improvements shall be at Lessee's expense and shall belong to, and become property of, Lessor immediately upon being made.
5. **Net Lease.** All costs and expenses relating to the Equipment or its use, Maintenance or possession shall be borne by Lessee, including all taxes and all fees, charges, claims and fines incurred or arising in connection with the Equipment's registration, licensing or operation. The Lease Payments and other amounts payable hereunder shall be absolutely net to Lessor, free of all deductions, expenses or outgoings of any kind or nature. If Lessee fails to perform any of its obligations hereunder, Lessor may do so on Lessee's behalf and shall be entitled to immediate reimbursement from Lessee, without prejudice to any other of Lessor's rights or remedies and Lessee appoints Lessor its lawful attorney for such purposes. Lessee authorizes Lessor to amend this Lease: (i) by increasing or decreasing the Lease Payment by not more than 15.0% if the cost of the Equipment or applicable taxes is more or less than the vendor's quoted estimate; and/or (ii) by adjusting the Lease Payments up to a maximum of 3.0% of each Lease Payment in the event that there occurs a change in market conditions that affect the pricing assumptions of Lessor between the date this Lease was prepared and the date this Lease is accepted by Lessor. In the event that such change(s) is/are made, and notwithstanding the provisions contained in Section 4 of the Lease, Lessor shall by written notice to Lessee indicate the adjustments made to the Lease Payments.
6. **Termination and Renewal.** At the end of the Term (or any renewal) Lessee agrees to immediately deliver the Equipment to Lessor, at Lessee's expense, in the same condition as when delivered, ordinary wear and tear excepted, to any location specified by Lessor. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, reasonable wear and tear excepted, Lessee will immediately reimburse Lessor for all such costs or expenses. Lessee acknowledges that certain items of Equipment may have the capacity of storing data. Lessee is solely responsible for the treatment of such data and for selecting an appropriate standard for the removal of any data at the end of the Term to comply with Lessee's business needs and applicable law. If Lessee does not return the Equipment, then this Lease shall automatically renew for additional consecutive terms equal to the Frequency set forth on the Lease, and the Lease Payments shall thereafter be due, each in an amount equal to the amount of the Lease Payment paid during the Term. During the renewal period, either party may cancel this Lease by providing 60 days prior written notice to the other party. All other terms and conditions contained in this Lease will remain unchanged.
7. **Insurance.** Lessee hereby assumes the entire risk of loss, confiscation, theft and damage to or destruction of the Equipment or interruption or loss of use of the Equipment, in whole or in part, from and during delivery of the Equipment until the later of the expiration of this Lease and the return of the Equipment, and no such loss, confiscation, theft or damage shall relieve Lessee of its obligation hereunder. Lessee shall keep the Equipment insured against all risks of loss in an amount at least equal to its replacement cost and shall list Lessor as first loss payee on such insurance. If the Equipment is, in Lessor's opinion, an actual or constructive loss, Lessor shall be entitled to retain its Liquidated Damages (as defined below) from the insurance proceeds and, if such proceeds are less than the Liquidated Damages, Lessor may recover any shortfall from Lessee. Lessee agrees to notify Lessor forthwith of any loss or destruction of the Equipment. Lessee shall also maintain comprehensive public liability insurance naming Lessor as an additional insured with coverage and in amounts acceptable to Lessor. Lessee shall provide Lessor with proof of all insurance. In addition, the insurance shall contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms or cancellation of the policy. If Lessee does not give Lessor such proof of insurance in accordance with this Section, Lessor shall have the right, but not the obligation, to obtain other insurance at Lessee's expense.
8. **Representations.** Lessee represents, warrants and covenants that: (a) if Lessee is not a natural person it is and will continue to be validly formed, organized and existing and in good standing; (b) it has all necessary power and authority to execute, deliver and perform this Lease, each such action (i) having been duly authorized by all necessary action of Lessee, (ii) not being in conflict with any applicable law, the constating documents, resolutions or by-laws of Lessee or any agreement or undertaking; and, (c) this Lease is and will continue to be the legal, valid and binding obligation of Lessee enforceable against it and effective against its creditors in accordance with its terms.
9. **Transfer, etc.** Lessee shall not transfer, sell, sublease or assign either the Equipment or any rights or benefits under this Lease, whether directly or indirectly, without the prior written consent of Lessor. Lessor may sell, assign, or transfer this Lease and the Equipment; any transferee shall have the same rights and benefits as the original Lessor but will not have to perform any of Lessor's obligations; transferees shall not be subject to any claims, defences or setoffs that Lessee may have against any predecessor Lessor or any other person. Lessee shall not allow the Equipment to become subject to any claim, privilege, lien, charge, levy, encumbrance, security interest, mortgage, pledge, hypothecation or other right in favour of any person (in any such case an "**Encumbrance**") unless such Encumbrance is caused by Lessor.
10. **Indemnity.** Lessee hereby indemnifies Lessor and agrees to save Lessor harmless from and against all loss, costs, fees, liabilities, claims, legal proceedings and expenses (including legal fees and disbursements on a full indemnity basis) whatsoever arising in connection with this Lease, any License, the Equipment, the manufacture, selection, purchase, ownership, delivery, possession, use, Maintenance, operation, loss, damage, disposal or return of the Equipment, taxes, any use or operation of Equipment which infringes any intellectual property right of any person, any Default, the exercise by Lessor of any rights or remedies hereunder or any entry or taking of possession, removal or disabling of Equipment.
11. **Contract Replacement.** If Lessee has a rental or lease contract that is being terminated and replaced by this Lease (as indicated on the face hereof), Lessee hereby acknowledges and consents that the payout amount owed under such Replaced Contract has been prorated and included in the Lease Payments payable under this Lease. Lessor assumes no responsibility for the accuracy of the amounts claimed to be owing under any such Replaced Contract. Lessee authorizes and directs Lessor to pay the payout amount directly to Existing Lessor as payment towards Lessee's payment obligations to Existing Lessor under the Replaced Contract. Lessee hereby indemnifies Lessor from any and all liability for any additional charges that are due or may become due over and above the payout amount and notwithstanding payment of the payout amount to Existing Lessor by Lessor hereunder, Lessee shall remain solely liable for the payment of all monies due under the Replaced Contract.
12. **Default.** A default by Lessee (a "**Default**") occurs if: (a) Lessee fails to make any Lease Payment or pay any other amounts due under this Lease when due; or (b) Lessee fails to perform any other obligation to be performed under this Lease; or (c) any default occurs under any other contract between Lessor and Lessee or under any agreement between Lessee and any other person; or (d) any representation or warranty of Lessee made herein or in any instrument or document delivered to Lessor in connection herewith is false or misleading; or (e) Lessee or any guarantor of Lessee's obligations under this Lease ("**Guarantor**") makes an assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, takes any action to wind-up or dissolve, ceases or threatens to cease to do business as a going concern, is subject to a change in control in fact or in law or seeks any arrangement or composition with its creditors; or (f) any proceeding in bankruptcy, receivership, winding-up, dissolution, liquidation or insolvency is commenced by or against Lessee, Guarantor or their respective property; or (g) an event occurs which, in the opinion of Lessor, could reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business, operations, status, assets, liabilities or prospects of Lessee, Lessee's ability to perform any obligations hereunder, any other obligation under any other agreement with Lessor, or on the rights and remedies of Lessor hereunder or thereunder; or (h) any Guarantor of Lessee's obligations hereunder breaches, disputes or seeks to determine its obligations under its guarantee or to terminate its guarantee or becomes subject to any of the events in clause (g) of this Section.
13. **Remedies.** Upon the occurrence of a Default set forth above and at any time thereafter, provided that such Default is then continuing, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare this Lease to be in default and declare all Lease Payments and other amounts owing hereunder to be immediately due and payable; (b) terminate this Lease; (c) enter upon the premises where the Equipment is located and take possession of the Equipment without demand or notice wherever the same maybe located, without any court order or other process of law, Lessee hereby waiving any and all damages occasioned by such taking of possession; (d) sell, lease or otherwise dispose of such Equipment for such consideration and upon such terms as Lessor may, acting reasonably, deem fit; and (e) give notice to Lessee that it intends to proceed forthwith to the recovery of Liquidated Damages (as defined below), which as between the parties shall be conclusively deemed to be a genuine pre-estimate of the damages suffered by Lessor in the circumstances and not a penalty and which Liquidated Damages (as defined below) shall be the aggregate of: (i) all amounts then due and unpaid including Lease Payments, taxes, interest and fees; (ii) the present value of the remaining Lease Payments and all other amounts which are scheduled to be paid during the balance of the Term or any extension or renewal thereof discounted at a rate of 2% per annum; (iii) any costs due to collection, legal fees, repossession and other realization costs incurred by Lessor; and (iv) the fair market value of the Equipment at the end of the Term or any extension or renewal thereof which shall be determined by Lessor on a commercially reasonable basis (collectively, the "**Liquidated Damages**"). In the event the Lessor sells, re-leases or otherwise disposes of the Equipment, such disposition proceeds shall be applied to the Liquidated Damages and to all other amounts owed by Lessee under any other agreement or contract with Lessor and Lessee shall be liable for any deficiency. The foregoing remedies shall be in addition to any other rights which Lessor may have at law or in equity or under this Lease. All rights and remedies or Lessor hereunder are cumulative and not exclusive or alternative and may be exercised by Lessor successively, separately or together in any order or sequence or combination.
14. **Charges.** Lessee shall pay to Lessor, on demand, Lessor's prevailing fees and all costs and disbursements (including legal fees and expenses) assessed by Lessor as due or as having been incurred or made in connection with the rendering of financial, administrative or other services under this Lease or any Schedule or in connection with the enforcement or preservation of any right or remedy arising on a default under this Lease.
15. **Further Assurances.** Lessee shall do all things and execute and obtain all documents as Lessor may require to give effect to or better evidence this Lease including financing statements, acknowledgments required by any assignee and waivers or subordinations from Lessee's landlords or creditors.
16. **Survival.** Notwithstanding any other Sections hereof, all obligations of Lessee under Sections 4, 5, 6, 10, 11, 13, 14, 16, 17 and 18 hereof and the rights and remedies of Lessor hereunder shall survive the termination of this Lease and the receipt of all Lease Payments or other payments by Lessor.
17. **Governing Law.** This Lease shall be interpreted and enforced in accordance with the laws of the Province in which the Equipment is located and the federal laws of Canada applicable therein, without regard to conflict of laws principles. To the extent not prohibited by law or statute, Lessee hereby waives the benefit of all provisions of all applicable conditional sales, regulatory, credit and other statutes and all regulations made thereunder in any applicable jurisdiction which would in any manner affect, restrict or limit the rights and remedies of Lessor hereunder, including, without limiting the generality of the foregoing, all of Lessee's rights, benefits and protections given or afforded by the provisions of *The Limitation of Civil Rights Act* (Saskatchewan), *The Distress Act* (Manitoba), *The Civil Code* (Quebec) and *The Law of Property Act* (Alberta).
18. **Miscellaneous.** Lessee acknowledges and agrees that clerical errors shall not affect the validity of this Agreement and Lessor shall have Lessee's power of attorney to unilaterally correct such errors. Any amendment, consent or waiver hereof or hereto must be in writing. Communications under this Lease shall be given in writing by Lessor or Lessee as applicable and shall be deemed received on: (a) the date of delivery if hand delivered; (b) receipt by the sender of a confirmation of transmission if sent electronically; or (c) the 5<sup>th</sup> postal delivery day following the date of mailing. Time is of the essence in this Lease.



1 Customer Information	<b>Customer Legal Name and Address</b>		<b>Installation Address (if different)</b>												
	TOWN OF FORT FRANCES		Same Multiple locations												
	320 PORTAGE AVE		11/04 JW												
	FORT FRANCES, ON														
	P	9	A	3	P	9									

This is an agreement between Xerox Canada Ltd. and Customer for the transaction(s) described below and incorporates terms and conditions attached hereto including without limitation all Appendices referred to below.

2a Product Description	Product	Maintenance							3 Maintenance Details
		Duration (Mos.)	Toner Included yes (Y) or no (N)	Developer Included yes (Y) or no (N)	Billing Frequency (M, Q, S, A)	Initial Base/Support Charge \$ per unit	Initial Volume Allowance per unit	Initial Price \$ per Impression	
	ALATALINK C8155								
	Black & White	60	Y	N	Q 11/04	0.00		0.0049	
	Colour							0.0430	
	CK 2.0 1 LN F					0.00			
	CV HOLE PUNCH					0.00			
	TECH NETWK INST					0.00			
	OFFICE FIN					0.00			
	0.00% year 2-5								
	ALATALINK C8130 TANDEM TRAY								
	Black & White	60	Y	N	Q 11/04	0.00		0.0050	
	Colour							0.0440	
	CK 2.0 1 LN F					0.00			
	TECH NETWK INST					0.00			
	OFFICE FIN					0.00			
	0.00% year 2-5								

2b Financial Details	<b>Periodic Payment</b> (Excluding Maintenance)	<b>Payment Frequency</b> <input type="checkbox"/> Monthly (M) <input type="checkbox"/> Quarterly (Q) <input type="checkbox"/> Semi-annually (S) <input type="checkbox"/> Annually (A) <input type="checkbox"/> Once <input type="checkbox"/> Other		In-Place Equipment (Serial Number)	Xerox to Remove (Y/N)
		<b>Number of Payments</b>			
		<b>Term in Months</b>			
		<b>Contract Type</b>			
<b>Customer</b> <input type="checkbox"/> PST Exempt <input type="checkbox"/> HST Exempt <input type="checkbox"/> QST Exempt <input type="checkbox"/> GST Exempt (Attached Certificate)					

4	<b>Appendices</b> Standard Terms and Conditions (TC0200) <b>SUPPLEMENTAL TERMS &amp; CONDITIONS (TC1100)</b> 11/03 JW
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5 Authorization	<b>Xerox Canada Ltd.</b>  Authorized Xerox Representative 11/03/2020 Date (mm/dd/yyyy)	<b>Customer</b>  Authorized Customer Representative 11/03/2020 Date (mm/dd/yyyy)
	Jonathan Wilson Name (Please Print)	Jonathan Wilson Name (Please Print)

Taxes Extra Where Applicable.

XEROX CONFIDENTIAL

TC0100-VQX (April 1, 2013)

For Québec only: Customer has requested that this Agreement and all related documents be drawn up in the English language. Le client a demandé que le présent contrat et toute la documentation d'accompagnement soient rédigés en anglais.  
 © 2010 Xerox Corporation. All rights reserved. XEROX®, XEROX and Design® are trademarks of Xerox Corporation in the United States and/or other countries. Xerox Canada Ltd. is the licensee of all the trademarks.

These terms and conditions and any appendices or notices referred to herein or therein, supplement and form a part of the face page to which it is attached (collectively, the "Agreement"). This Agreement constitutes the entire agreement between the customer identified therein ("Customer") and Xerox Canada Ltd. (together with its successors and assigns, "Xerox") as to its subject matter and supersedes all prior and contemporaneous oral and written agreements.

This Agreement provides for the acquisition by Customer of Product described on the face page of this Agreement ("Equipment") either by purchase or lease, (as indicated on such face page) and/or the licensing of copyrighted software with or within the Equipment and accompanying documentation ("Software"), which may be financed by lease, from Xerox and any maintenance services ("Maintenance") to be provided for that Equipment and Software. Xerox considers that the provision of Maintenance for the Equipment, which includes, where applicable, the provision and installation of Xerox approved consumables (which shall not include paper for this purpose) is intrinsic to the satisfactory operation of the Equipment. The terms and conditions under various headings are applicable to transactions as follows: Lease: General, Maintenance (if applicable) and Lease Agreement; Purchase: General, Maintenance (if applicable) and Purchase; and Maintenance: General, Maintenance. Defined terms denoted by initial capital letters and not otherwise defined in these terms and conditions have the meanings as assigned on the face page of this Agreement.

#### Part I - General

- G1 a) Customer shall pay to Xerox all fees, charges and amounts shown on or referenced in this Agreement. A late payment charge of up to 1.5% per month (18% per annum) will be levied on amounts overdue by more than thirty (30) days. All amounts are due in full, on invoice due date. Amounts do not include applicable sales taxes, value added taxes, regulatory fees, environmental handling fees or levies which are chargeable to Customer.
- b) Xerox may charge for delivery of Product based on delivery address.
- G2 a) Impression is defined as 1 printed side of a page. Impressions on both sides of a page, are counted as 2 impressions. A blank page is not considered an Impression. Additional charges for Impressions based on paper size, will be specified in this Agreement.
- b) Customer must provide meter readings in the manner prescribed by Xerox. Failing which, Xerox may estimate the meter reads and charge Customer accordingly. If estimated meter reads are required for more than 3 consecutive billing periods, Xerox will send a representative, at Customer's expense, to obtain the meter read.
- G3 Customer's obligation to make Periodic Payments and/or to pay any other amounts due hereunder shall be absolute and unconditional and shall not be subject to any delay, reduction, set-off, defense, counterclaim, or recoupment for any reason, irrespective of Xerox's performance of its obligations under this Agreement or any other agreement between Customer and Xerox. Any claim that Customer may have against Xerox may be asserted solely against Xerox in a separate action provided Customer continues to fulfill all its obligations under this Agreement.
- G4 Unless otherwise indicated in this Agreement, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.
- G5 a) In no event shall Xerox be liable to Customer in contract, tort or for any cause of action, for any damages resulting from loss of data, profits, use of Equipment or Software, security and backup of data associated with the Software, or for any special, indirect, incidental, consequential or punitive damages, even if advised of the possibility of such damage.
- b) Except where prohibited by applicable law, the provisions contained herein are in lieu of any other representations, warranties or conditions, express or implied, statutory or otherwise including but not limited to any implied warranty of merchantability or fitness for a particular purpose. This represents the sole obligation of Xerox concerning damages resulting from or in connection with the use or performance of the Equipment or Software including its use by any person. In the event Customer is entitled to recover damages from Xerox under this Agreement, such money shall be limited to the lesser of the amounts paid to Xerox under this Agreement in the twelve (12) months immediately prior to Xerox's receipt of notice of the claim alleging such damage or One Million dollars (Canadian \$1,000,000).
- G6 In the event that Xerox is removing equipment, title to and ownership of Xerox or third party trade-in equipment shall reside with Xerox upon execution of this Agreement. Customer represents and warrants it has clear and marketable title to the trade-in equipment, and that it is free from all encumbrances.
- G7 a) Software License. Xerox grants Customer a non-exclusive, non-transferable license to use in Canada: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as ("Application Software") for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) violate any other obligations imposed by Xerox or any third party licensors, including those referenced in this section; or (4) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (i) Xerox is denied access to periodically reset such code; (iii) Customer is notified of a default under this Agreement; or (iii) Customer's license is terminated or expires. The Base Software license will terminate; (i) if Customer no longer uses or possesses the Equipment; (ii) Customer is a lessor of the Equipment and Customer's first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless Customer has exercised Customer's option to purchase the Equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
- b) Diagnostic Software. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is valuable intellectual property of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Maintenance Services from Xerox, provided that any on-site access to Customer's facility will be during Customer's normal business hours.
- c) Software Support. Xerox will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees, unless Software Support is discontinued for applicable Application Software; Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Xerox will not be required to provide Software Support if Customer has modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

G8 For Equipment and/or Software not manufactured by Xerox, any warranty provided by the third party is hereby assigned to Customer and Xerox assumes no responsibility with respect thereto. Customer's rights and obligations are as set out in any agreements with such third parties. If Xerox is installing non-Xerox Software hereunder, Customer authorizes Xerox to accept such non-Xerox third party license terms on its behalf. Failure in performance of the third party Equipment and/or Software or related support or other services will not entitle Customer to a reduction in its financial obligations to Xerox herein. If Xerox has agreed to provide Maintenance Services on third party Products as indicated on the face page, then such terms on the face page and the Maintenance Service portion of this Agreement shall also govern, as applicable, as well as any EULAs.

G9 This Agreement is binding upon Customer on the date it is executed by Customer unless Xerox notifies Customer prior to installation that Xerox has not accepted it. Customer authorizes Xerox to conduct a review of its credit history and to make inquiries concerning Customer at any credit reporting agency. Xerox may also disclose payment history information relating to Customer to any credit reporting agency. All information obtained by Xerox relating to Customer may be disclosed to any assignee or successor in interest of Xerox's rights and interests hereunder.

G10 Customer and Xerox agree that if any term or condition of this Agreement is prohibited or rendered invalid by the law of the province or territory to which this Agreement is subject, that term or condition shall be severable from this Agreement without invalidating the remaining terms and conditions of this Agreement. This Agreement shall be governed by and construed according to the laws of the province in which the Equipment is located. Customer hereby attorns to the non-exclusive jurisdiction of the courts of such province.

G11 Customer and Xerox will take all reasonable steps to protect the confidentiality of information that is confidential and / or personal in nature.

G12 Customer hereby consents to the installation of Software listed on the face page and/or described herein as well as any updates or upgrades to such Software required for, as applicable: (i) The proper functionality of Product and its features; (ii) Xerox or Customer to manage the Product; (iii) Xerox to provide remote Maintenance and/or Services. Customer may withdraw its consent to the installation of any of the abovementioned Software in writing. However, such withdrawal will terminate the Maintenance portion of the Agreement and may also impact the usability/functionality of the Product.

G13 Force Majeure Event - A circumstance beyond a Party's reasonable control. Except for Customer's absolute and unconditional obligation to pay all Periodic Payment of any amounts not properly disputed under this Agreement, neither Customer nor Xerox shall be liable to the other Party during any period in which its performance is delayed or prevented, in whole or in part, by a Force Majeure Event. The Party impacted shall notify the other Party thereof.

G14 If a purchase order or other document is issued by Customer, none of its terms and conditions shall have any force or effect as the terms and conditions of this Agreement exclusively govern the transaction documented herein. Xerox's failure to object to terms contained in any documentation from Customer will not be a waiver or modification of this Agreement. Any such document issued by Customer will only be accepted by Xerox for the purpose of utilizing the purchase order number.

## Part II - Maintenance

M1 a) Except for Equipment with no Maintenance Details selected, Xerox will keep Equipment in good working order ("Maintenance Services"). Provision of Maintenance Services is contingent upon Customer: (a) using remedies provided by Xerox; (b) replacing customer replaceable Supplies; and (c) providing adequate information to Xerox telephone support personnel. If Equipment issue not resolved after completion of (a) through (c), Xerox will provide on-site Maintenance Services during Xerox's standard working hours. Maintenance Services excludes repairs due to: (i) misuse, abuse or neglect; (ii) inadequate space or power (iii) failure of site, or PC or workstation used with the Equipment to comply with Xerox's published specifications; (iv) use of options, accessories or products not serviced by Xerox; (v) non-Xerox alterations, relocation, service or supplies; or (vi) failure to perform operator maintenance procedures. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. As Customer's exclusive remedy for Xerox's failure to provide Maintenance Services, Xerox will, for 5 years after the installation date of the initial unit or the initial Term of the Agreement, whichever is longer, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment for the remainder of the initial Term. If meter reads are a component of Customer's Maintenance Plan, Customer will provide them using the method and frequency identified by Xerox.

b) For Xerox Provided Product, excluding Product listed on Appendix TC4700, Xerox provides continued full service maintenance ("FSM"), which includes Maintenance and Supplies replenishment for the later of 5 years from the date of initial installation of the Equipment or the length of the initial lease, subject to Xerox Maintenance availability for the particular model of equipment and its component. At expiry of FSM, FSM will automatically renew, at a determined rate, unless Xerox provides Customer with at least 30 days' prior written notice that FSM will terminate on expiry of the Maintenance Term and maintenance will thereafter be provided on a time and material basis, until the end of Maintenance availability.

M2 For Products listed on Appendix TC4700, the Equipment and/or Software and the warranty set out in documentation accompanying Equipment. If Customer purchased Extended Warranty (non-refundable), Extended Warranty starts at expiration of applicable standard Equipment warranty period. Unless a Metered Supply Plan is purchased, Extended Warranty includes Maintenance but excludes Supplies.

M3 Xerox may change price (excluding Periodic Payment) annually by giving Customer no less than 30 days' prior written notice (invoice with new pricing is acceptable). All Supplies under FSM or otherwise remain the property of Xerox and may be used only on Product covered in this Agreement. If Customer acquires other equipment requiring Supplies, Customer must notify Xerox and such additional equipment will be factored in when charging for Supplies. Xerox may inspect Supplies use at Customer's premises upon reasonable notice and has the right to charge for any improper or excessive use. Xerox may charge a shipping fee for Supplies and staples.

M4 Xerox will provide FSM, Warranty or Extended Warranty 08:30am – 05:00pm Monday through Friday excluding holidays unless extended hours of coverage is purchased. Extended hours of coverage may not be available on all products and in all geographies.

M5 If Customer moves Product within Canada, Customer must give Xerox not less than 30 days' prior written notice and such move is at Customer's own risk and cost; if Maintenance cannot be provided at new location, Maintenance portion of this Agreement may be terminated by Xerox after such 30 days' notice.

M6 Maintenance of certain Products requires data that is collected by Xerox from Product via electronic transmission; data includes without limitation product registration, meter read, supply level, Product configuration and settings, Software version and problem/fault code data (collectively "Remote Data Access"). Customer grants the right to Xerox to conduct Remote Data Access for the purposes that include but are not limited to billing, report generation, Supplies replenishment, Maintenance Services, and marketing programs. Remote data will be transmitted from Customer's Product in a secure manner specified. Electronic data transmission capability will not allow Xerox to read, view or download any of Customer's documents residing on or passing through Product. Customer must ensure Remote Data Access is maintained at all times Maintenance is being performed.

M7 Customer may terminate FSM upon 30 days written notice for Equipment and Base Software. Customer may terminate FSM for Application Software at the expiry of FSM upon a 30 days' written notice. Xerox may terminate FSM or Extended Warranty:

- immediately if Product is modified without consent, damaged or used outside specifications or Customer is in breach of this Agreement and fail to cure breach in the time provided by Xerox; or
- upon 6 months, written notice, should Maintenance availability be discontinued, subject to Section M1b.

## Part III - Lease Agreement

L1 Periodic Payments are payable in advance on the day of delivery, in the case of Equipment and/or Software which is not installed by Xerox, or on the day of installation, in the case of Equipment and/or Software which is installed (or converted from rental if applicable) by Xerox. This date shall be the first day of the payment period, and thereafter the Periodic Payment shall be due on the first day of each subsequent payment period. Customer agrees to pay a one time documentation fee, which will be billed on the first invoice. Restrictive endorsements on cheques sent to and cashed by Xerox will not reduce Customer's obligations to Xerox. A delay in delivery of Equipment and/or Software shall not be deemed a default by Xerox of its obligations, and Customer is required to make all Periodic Payments on Equipment and/or Software already delivered and/or installed under this Agreement. At Xerox' discretion, this Agreement may contain refinanced amounts, which shall form part of the Periodic Payments. The refinanced amounts shall be no less than the aggregate net present value of the balance of payments owing under prior agreements, with Xerox and/or third parties, as determined by Xerox. If this Agreement is terminated for any reason, the refinanced amounts still owing shall be immediately due and payable. Deletions, substitutions and other changes shall not affect obligations that remain and any resulting changes to Customer's payment obligations shall be as shown in the first invoice issued following such change. This first invoice shall be conclusively deemed to supplement this Agreement. This Agreement is a lease and cannot be cancelled or terminated except as expressly provided herein.

L2 a) Xerox shall retain title to and ownership of the Equipment unless and until Customer purchases and pays for the Equipment. In order to secure the Customer's performance herein, Customer and Xerox agree that a security interest in the Equipment shall attach to each item of Equipment upon its delivery. Customer waives notice of any action by Xerox and any right to receive a copy of any financing statements or similar statements.

b) Customer shall give Xerox not less than thirty (30) days prior notice of intent to move the Equipment and/or Software and may not move it outside of Canada.

L3 Upon delivery of Equipment and/or Software, Customer agrees to assume responsibility for risk of loss or damage to the Equipment and/or Software however caused, except for the wilful or grossly negligent acts or omissions of Xerox, its employees, agents or contractors. For the Term of this Agreement, Customer shall keep the Equipment and any Software fully insured against loss or damage. Insurance proceeds will be used to first pay Xerox any amounts due under Section L6 (d) of this Agreement.

L4 The Equipment and/or Software will be used for Customer's own business use (rather than resale) and will not be used for personal, household, family or unlawful purposes.

- L5 The following constitute "Events of Default" under this Agreement:
- Failure of Customer to pay any amount due under this Agreement;
  - Subjection of the Equipment or any Software to any lien, levy, privilege, attachment or any other judicial process;
  - Breaches of any term or condition of this Agreement by Customer; or
  - In the reasonable opinion of Xerox, the Equipment and/or Software is in danger of loss, damage, destruction or seizure, or is in fact lost, damaged or destroyed.
- L6
- Customer becomes insolvent or subject to any bankruptcy or insolvency proceedings.
  - Without limiting any of its other remedies, upon the occurrence of an Event of Default, Xerox may give Customer notice of the Event of Default and, subject to any delay granted to Customer, terminate this Agreement if Customer fails to cure the Event of Default.
  - Upon termination, Customer's right to use the Product and receive all Services terminates and Xerox is entitled to deactivate Product and take possession of Product, at Customer's expense. Customer agrees to not make any claim or cause any claim to be made, nor will Xerox be liable for any damages caused as a result of Xerox taking possession of Product. Xerox's actions do not prejudice or limit Xerox's other rights;
  - Upon termination pursuant to this Section L6 Xerox may consider the Agreement repudiated and after giving Customer written notice thereof, Customer agrees to
    - pay immediately all amounts due to Xerox as of the date of Event of Default;
    - assume all financial obligations or other encumbrances (if any);
    - pay an amount equal to aggregate net present value of remaining Periodic Payment, until expiry of Term. The net present value of all remaining Periodic Payment is calculated by discounting remaining Periodic Payment at a rate of 5% per annum. Such amount represents a genuine pre-estimate of the damages suffered upon termination and is not a penalty;
    - pay any administrative, removal and legal expenses as reasonably determined by Xerox; and
    - pay all applicable sales taxes, value added taxes and regulatory fees chargeable to Customer.
  - If Product is not repossessed because of loss or destruction, amount recoverable as liquidated damages are the sums determined under subsection L6(c), plus the purchase option price as per Section L8.
  - Xerox is entitled to sell, dispose or rent Product on such terms as Xerox deems fit. If Product made available for removal by Xerox within 30 days after notice of default in the same condition when delivered (reasonable wear and tear excepted), Customer may receive credit for an amount equal to estimated recoverable value of Product as reasonably determined by Xerox.
  - Customer may request Xerox's calculation of remaining Periodic Payment and Xerox agrees to submit such amount to Customer within 15 business days.
- L7 The initial lease term of the Equipment is stated on the face page of this Agreement signed by Customer. Unless Customer advises in writing to the contrary no later than thirty (30) days prior to the end of the initial lease term, the initial Lease term shall be deemed to have renewed for successive 30 day periods (if Period Payments are monthly) or 90 day periods (if Period Payments are other than monthly). The Periodic Payment amount owing during the renewal term shall be reflected in the first invoice issued by Xerox during the renewal term (renewal pricing shall be no greater than the average Periodic Payment charged during initial lease term). Customer may terminate a lease renewal at any time during the renewal period by providing 30 days written notice.
- L8 Provided Customer is not in default of an Agreement for lease of Equipment, at the expiration of the Term of this Agreement, Customer shall have the option to purchase the Equipment financed pursuant to this Agreement at the fair market value of the Equipment, as determined by Xerox as of the date of exercise and title will transfer as is - where is at Customer's risk without any representation or warranty.
- L9 In the event Customer does not renew the Contract at Lease expiry, Xerox will remove Equipment and/or Software and Customer will be charged a removal fee. Equipment must be in the same condition as it was on the date of delivery, reasonable wear and tear excepted
- L10 Xerox may assign this Agreement or any part hereof (including some or all of its rights and/or obligations hereunder) without the consent of Customer. If Xerox assigns only its rights (or certain of its rights) hereunder to an assignee: (a) such assignee of Xerox shall have all the rights so assigned but none of the obligations of Xerox hereunder; (b) such assignee shall not be liable to Customer for any reason whatsoever; (c) Customer shall continue to look to Xerox for performance of Xerox's obligations and hereby waives and releases such assignee from any such claim; and (d) all information obtained by Xerox relating to Customer may be disclosed to any assignee or successor in interest of Xerox's rights and interests hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Neither the benefits nor obligations of Customer under this Agreement are assignable by Customer without prior written consent of Xerox.
- L11 For Saskatchewan only: Customer agrees that the Limitation of Civil Rights Act, as amended, shall have no application to this Agreement or to any renewal or extension thereof, or to any charge, lien or security given by the Customer to Xerox.

#### Part IV - Purchase

- P1 Title and risk of loss shall pass to Customer when Equipment is delivered to Customer. Upon installation the Periodic Payment shall be billed and payable in accordance with Section G1.

AGENDA ITEM #6.2

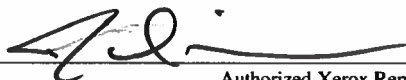
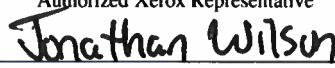


## Supplemental Terms and Conditions Appendix



Whereas Xerox and Customer wish to amend certain sections of the Agreement to which this appendix is attached;

Now therefore the parties agree as follows:

1. This appendix is to confirm that the terms and conditions of the Master Agreement, between Ontario Education Collaborative Marketplace and Xerox Canada Ltd – Multi-Function Devices and Related Services # OECM-2018-289-06 apply for this contract.
2. Save as aforesaid, the Agreement shall remain in effect unamended.

<b>Authorization</b>	<b>Xerox Canada Ltd.</b>	<b>Customer</b>	
	 Authorized Xerox Representative <u>11/03/2020</u> Date (mm/dd/yyyy)	 Name (Please Print)	 Authorized Customer Representative  Date (mm/dd/yyyy)

### For Internal Use Only

Signature :



Date : May 2018

Customer Name : OECM customers reference to MSA

## SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

**THIS CLIENT-SUPPLIER AGREEMENT**, made in duplicate, for **Multi-Function Devices and Related Services** as outlined in **Request for Proposals #2017-289** is effective as of the **November 1<sup>st</sup> 2020**.

### BETWEEN:

**The Town of Fort Frances**  
(the "Client")

- and -

**Xerox Canada Ltd.**  
(the "Supplier")

**WHEREAS** the Supplier entered into a Master Agreement with OEMC referred to as OEMC-2018-289-06 for the provision of Resources;

**AND WHEREAS** the Client has decided to become a Client as defined under the Master Agreement by entering into this Client-Supplier Agreement (the "CSA");

**AND WHEREAS** the Supplier, or its Authorized Dealer on behalf of the Supplier, has entered into this CSA;

**NOW THEREFORE** in consideration of their respective agreements set out below and subject to the terms of the Master Agreement, the parties covenant and agree as follows:

### ARTICLE 1 - DEFINITIONS

Unless otherwise specified in the CSA, capitalized words and phrases shall have the meaning set out in the Master Agreement. When used in the CSA, the following words and phrases have the following meanings:

**"Rates"** means the applicable price for the Resources, as defined in the Master Agreement;

**"Term"** means the period of time from the effective date first above written up to and including the later of:

- (a) April 30, 2026, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

### ARTICLE 2 - THE MASTER AGREEMENT

**2.1** This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference OEMC-2018-289-06.

**2.2** All terms and conditions of the Master Agreement apply with the appropriate modifications to this CSA. In the event of a conflict or inconsistency between this CSA and the Master Agreement, the latter shall govern (unless the Master Agreement provides otherwise) provided that the Rates payable pursuant to a Client-Supplier Agreement executed by the Supplier and a Client are less than the Rates set out in the Master Agreement.

### ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

**3.1** The Supplier's representative for purposes of this CSA shall be:

**Name:** Jonathan Wilson  
**Title:** Business Development Manager  
**Tel:** 807 472 1669  
**Email:** jonathan.wilson@tbxi.com

**3.2** The Client representative for purposes of this CSA shall be:

**Name:** Jeremy Hughes  
**Title:** Information Technology Manager  
**Tel:** (807) 274 5323 x 1219  
**Email:** jhughes@fortfrances.ca

- 3.3** The OECM contact for the purpose of this CSA is your Customer Relationship Manager. Please contact our dedicated Customer Support Team at customersupport@oecm.ca or 1-844-OECM-900 (1-844-632-6900).

#### **ARTICLE 4 - TERM OF CSA**

- 4.1** This CSA is effective as of the Effective Date, and will, unless terminated earlier in accordance with the provisions of the Master Agreement or this CSA, terminate on the same day that the Master Agreement terminates (the "**Term**"). If the Term of the Master Agreement is extended, then the Term of this CSA shall automatically be extended for the same period and upon the same terms and conditions as the Master Agreement is extended.

#### **ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS**

- 5.1** The Supplier agrees to provide the Resources to the Client as described in the Master Agreement and as more particularly specified in Appendix A – Resources and Supplementary Provisions to this CSA in accordance with the Rates set out in Schedule 1 of the Master Agreement.
- 5.2** The Supplier shall adhere to the time lines set out in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.3** The Client hereby consents to the use by the Supplier of the Supplier's Subcontractors and personnel (if any) named in Appendix A – Resources and Supplementary Provisions to this CSA.
- 5.4** The Client may request changes to the particular CSA, which may include altering, adding to, or deleting any of the Resources. The Supplier shall comply with all reasonable Client change requests and the performance of such request shall be in accordance with the terms and conditions of the Master Agreement and CSA, including the Rates for such Resources set out in the Master Agreement. Any changes requested must be authorized in writing by the Client and accepted by the Supplier in writing in accordance with Article 12.3 of this CSA.

#### **ARTICLE 6 - RATES AND PAYMENT**

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out [\[in Appendix B - Rates and Resource Specifications of this CSA\]](#) and or [\[the Master Agreement Schedule 1\]](#).
- 6.2** The Client will pay the Supplier by way of Cheque. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates and Resource Specifications to this CSA or in Article 6.1 above.
- 6.4** If the Client purchases an MFD Resource (with related software) outright from the Supplier, title and risk of loss shall pass to the Client when such MFD Resource (and related software) are accepted at the Client's location. The Client will pay for such MFD Resource (and related software) in accordance with the Client's payment terms after acceptance and receipt of an accurate invoice. None of the provisions of the Master Agreement or this CSA pertaining solely to the renting of an MFD Resource (and related software) shall apply to the outright purchase by the Client of such MFD Resource (and related software). This Section 6.4 of the CSA shall govern in the event of any discrepancy between it and the terms and conditions of the Master Agreement.
- 6.5** If the Client has purchased an MFD Resource (and related software) outright, it shall not be entitled to return such MFD Resource (and related software) for exchange/replacement with a new MFD Resource (and related software) in accordance with the provisions of this CSA unless it has arranged for the discharge of all encumbrances, if any, on the MFD Resources (and related software) being exchanged/replaced.
- 6.6** The Client may hold back or set off against payment if, in the opinion of the Client acting reasonably, the Supplier has failed to comply with any requirements of this CSA. In circumstances where the Client has purchased an MFD Resource (and related software), any right to hold back or set off of payments are restricted to service and supply invoices only. This Section 6.6 of the CSA shall govern in the event of any discrepancy between it and the terms and conditions of the Master Agreement.

**ARTICLE 7 – INSURANCE**

- 7.1** The Supplier shall furnish a Certificate of Insurance to the Client in accordance with the insurance requirements set out in Article 7 of the Master Agreement prior to commencing performance under the CSA.
- 7.2** The Supplier shall ensure that the Client is named as an additional insured party under the Supplier's insurance policy put in effect and maintained pursuant to Article 7.03 of the Master Agreement.

**ARTICLE 8 - NOTICES**

- 8.1** Notices shall be in writing and shall be delivered by email, postage-prepaid envelope, personal delivery or facsimile and shall be addressed to, respectively, the Client address to the attention of the Client Representative and to the Supplier address to the attention of the Supplier Representative. The parties may change such addresses by notice in writing delivered to the other in accordance with this paragraph.
- 8.2** Notices shall be deemed to have been given:
- (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or,
  - (b) in the case of personal delivery or facsimile, email, one (1) Business Day after such notice is sent in accordance with this paragraph.
- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

**ARTICLE 9 –TERMINATION****9.1 Termination by Either Party**

Either party may terminate this CSA upon prior written notice of one-hundred and twenty (120) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

**9.2 Termination by Client**

The Client shall be entitled to terminate the CSA in the following circumstances and without liability, cost or penalty except as set out in Article 9.4:

- (a) on written notice to the Supplier, if any Proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Supplier or its property;
- (b) on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- (c) on written notice to the Supplier, following the occurrence of any material change in the Client's requirements which results from regulatory or funding changes or recommendations issued by any government or public regulatory body;
- (d) at any time, without cause, by giving the Supplier at least sixty (60) days written notice; or,
- (e) in accordance with any provision of the Master Agreement or the CSA which provides for termination on the default of the Supplier.

**9.3 Supplier's Obligations on Termination**

The Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and,

- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

#### **9.4 Supplier's Payment Upon Termination**

A Client shall only be responsible for the payment of non-rental Resources supplied on or before the effective date of any termination the CSA and, except in the case of termination pursuant to Article 9.2 (a), (b) or (e), the client shall also be responsible for the payment of early termination fees on rental Resources that have not reached their term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

#### **9.5 Termination in Addition to Other Rights**

The express rights of termination in the CSA are in addition to and shall in no way limit any rights or remedies of the Client or the Supplier under the CSA, at law or in equity.

#### **9.6 Survival upon Termination**

In the event that OEMC terminates the Master Agreement with the Supplier prior to the expiry of this CSA but does not terminate this CSA at the same time, the terms of the Master Agreement shall survive and continue to apply to this CSA.

### **ARTICLE 10 – PUBLICITY**

- 10.1** Any publicity or publications related to this CSA or the Resources shall be at the sole discretion of the Client. The Client may, in its sole discretion, acknowledge the Resources of the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Client without the prior written consent of the Client.

### **ARTICLE 11 - LEGAL RELATIONSHIP BETWEEN CLIENT, SUPPLIER AND THIRD-PARTIES**

#### **11.1 Supplier's Power to Contract**

The Supplier represents and warrants that it has the full right and power and all necessary licences, authorizations and qualifications to enter into and perform its obligations under this CSA and that it is not a party to any agreement with another Person which would in any way interfere with the rights of the Client under this Contract.

#### **11.2 Representatives May Bind the Parties**

The parties represent that their respective signatories have the authority to legally bind them.

#### **11.3 Independent Contractor**

This CSA is for a particular and non-exclusive service. The Supplier shall have no power or authority to bind the Client or to assume or create any obligation or responsibility, express or implied, on the Client's behalf, or to hold itself out as an agent, employee or partner of the Client. Nothing in the CSA shall have the effect of creating an employment, partnership or Institution relationship between the Client and the Supplier. For the purposes of this paragraph, the Supplier includes any of its directors, officers, employees, agents, partners, affiliates, volunteers or the Supplier's Subcontractors.

#### **11.4 Subcontracting or Assignment**

The Supplier may subcontract or assign this Agreement in whole or any part to any corporation or other business entity that is controlled by or is under common control of the Supplier. Control exists when an entity owns or controls directly or indirectly the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity. If this Agreement is subcontracted or assigned to such a corporation or business entity, the Supplier shall remain jointly and severally liable with such corporation or business entity for all obligations hereunder.

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may

be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

## **ARTICLE 12 – GENERAL**

### **12.1 Severability**

If any term or condition of the CSA, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the CSA, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

### **12.2 Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

### **12.3 Changes By Written Amendment Only**

Any changes to the CSA shall be by written amendment signed by both parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

### **12.4 Section 217 Education Act et. al.**

The Supplier represents and warrants that it has not employed, and that it will not during the Term employ, any teacher, supervisory officer or other employee of an Ontario district school board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

The Supplier further represents and warrants that it has not employed, and that it will not during the Term employ, any member of faculty or other employee of an Ontario college or university to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario college or university, or to any student enrolled therein, and that it has not given or paid, and will not during the Term give or pay, directly or indirectly, compensation to any such member of faculty or employee for such purpose where such employment or compensation would place the member of faculty or employee in a Conflict of Interest with the college or university by which he or she is employed.

### **12.5 Criminal Records Check**

The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Client. For the purposes of this CSA, the Client shall determine in its sole and unfettered discretion whether an employee of the Supplier or such other person may come into

direct contact with students on a regular basis or have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students.

The Supplier covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the *Controlled Drugs and Substances Act*, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the Royal Canadian Mounted Police ("RCMP") ("Criminal Background Check"), together with an Offence Declaration in a Client approved form for every employee of the Supplier or other person who will perform services for the Supplier who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations.

The Supplier agrees to indemnify and save harmless the Client from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Supplier engaging an employee or other person to perform services in contravention of this paragraph 12.5; or the Supplier's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this CSA. In addition to and notwithstanding anything else herein contained, if the Supplier engages an employee or other person to perform services in contravention of this paragraph 12.5, or fails to retain a Criminal Background Check and an Offence Declaration for any employee of the Supplier or other person who performs services for the Supplier who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1<sup>st</sup> each year thereafter with respect to Offence Declarations, then the Client will have the right to immediately terminate this CSA without prejudice to any other rights which it may have in this CSA, at law or in equity.

The Client shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Supplier for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Client may attend to such reviews at least twice per year during the Term, and any renewal thereof.

In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Client in the circumstances and in its sole and unfettered discretion, then the Client will have the right to request that the Supplier prohibit the employee of the Supplier or other person who performs services for the Supplier from providing services to the Client hereunder. Upon such request, the Supplier will forthwith effect such removal, without prejudice to any other rights which the Client may have in this CSA, at law or in equity.

The Supplier will use a third party to conduct criminal reference checks for onsite employees or contractors supporting this CSA.

The Supplier will provide thirty (30) days written notice to OECM and the Client should the third party provider be changed to another provider.

## **12.6 Purchasing Policies and Guidelines**

The Supplier agrees to comply with the Client's purchasing or administrative policies and guidelines which apply to the provision of Resources under this CSA. Copies of the applicable policies and guidelines are attached as Appendix C to this CSA.

## **12.7 Harassment and Assault**

Without limiting the generality of the foregoing, the Supplier is required to comply with the Client's policies with respect to sexual harassment, workplace harassment, workplace violence, prohibited discrimination and harassment, and health and safety. The Supplier must cooperate with the Client in any investigation undertaken by the Client pursuant to such policies.

**IN WITNESS WHEREOF** the parties hereto have executed this Client-Supplier Agreement as of the date first above written.

**The Town of Fort Frances**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

jhughes@fortfrances.ca

\_\_\_\_\_  
Contact Email

807-274-5323 x 1219

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Date

I have authority to bind the Client. By signing this Client-Supplier Agreement, I also consent to receive email communications from OEM, which may include announcements related to changes in products, services and pricing on this and other Agreements.

**XEROX CANADA LTD.**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Jonathan Wilson

\_\_\_\_\_  
Name

jonathan.wilson@tbxi.com

\_\_\_\_\_  
Contact Email

807 472 1669

\_\_\_\_\_  
Contact Phone

Business Development Manager

\_\_\_\_\_  
Title

Thunder Bay Xerographix Inc

\_\_\_\_\_  
Authorized Dealer's Name

11/04/2020

\_\_\_\_\_  
Date

I have authority to bind the Supplier

## APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

The Supplier and Client, when executing a CSA, may mutually agree to additional terms and conditions (e.g. Client's business hours, locations, insurance coverage/requirements, related Intellectual Property, reporting, authorized dealers, liquidated damages, invoice formatting, security clearance checks, etc.). Additionally, Clients will work with the Supplier to finalize the list of specific Resources and Rates based on the Clients requirements.

### 1.0 Description of Resources

The Supplier will provide the following Resources:

- Xerox A3 Office Multi-Function Devices ("MFDs") Resources;
- Xerox Production MFD Resources;
- Managed Print Service ("MPS") Resources;
- Professional Service Resources; and,
- Other related service Resources.

Office MFD Resources and Production MFD Resources will hereafter be collectively referred to as "MFD Resources", unless either Office MFD Resources or Production MFD Resources is specifically referred to as it relates to either Resource uniquely.

A4 devices are out of scope of this Agreement.

### 2.0 Authorized Dealers

The Supplier's Authorized Dealers are set out in Appendix H.

### 2.1 OEM Geographical Zones

Clients in the Province of Ontario are located in the following five (5) geographical zones:

- Central zone;
- East zone;
- North East zone;
- North West zone; and,
- West zone.

### 3.0 Types of Office MFD Resources

The Supplier shall provide **new** (i.e. Office MFD Resources still being manufactured, actively marketed by the OEM and containing new/first time use parts/components) Office MFD Resources in various ranges as set out below:

- Monochrome:
  - 15ppm to 34ppm, inclusive;
  - 35ppm to 44ppm, inclusive;
  - 45ppm to 54ppm, inclusive;
  - 55ppm to 64ppm, inclusive;
  - 65ppm to 79ppm, inclusive; and,
  - 80ppm to 94ppm.

- Colour:
  - 30ppm to 44ppm, inclusive;
  - 45ppm to 59ppm, inclusive; and,
  - 60ppm to 74ppm.

Above MFD Resources shall have the ability to print on 11" × 17" paper, except for MFD Resources in the 15ppm to 34ppm range.

#### **4.0 Types of Production MFD Resources**

The Supplier shall provide **new** (i.e. Production MFD Resources still being manufactured, actively marketed/sold by the OEM and containing only new parts/components) Production MFD Resources in various ranges as set out below:

- Monochrome:
  - 80ppm to 99ppm, inclusive;
  - 100ppm to 119ppm, inclusive; and,
  - 120ppm to 139ppm, inclusive.
- Colour:
  - 60ppm to 69ppm, inclusive; and,
  - 70ppm to 79ppm, inclusive.

#### **5.0 MFD Resource Specifications**

Refer to Appendix B for Supplier's MFD Resource specifications per model.

#### **6.0 IT Resources**

The Supplier shall ensure that all MFD Resources are network ready, open architecture (file format independent – no requirement for Clients to use specific software) and with the ability to fully integrate with Client's print administration systems, and meet the IT requirements listed below.

MFD Resources should have the ability to print from a variety of operating systems, including but not limited to mobile devices:

- Android 2.4 and later;
- iOS 6 and later;
- Linux compatible;
- Mac OS X 10.4 or later;
- Windows Server 2003/2008/2012/2016;
- Windows Mobile 8 and later; and,
- Windows XP/Vista/7/8/10.

Network protocol:

- Compliant with TCP/IP V4/V6 and gigabit Ethernet protocols; and,
- Compliant with DHCP and static IP addressing.

Examples of SMTP protocol email software applications are:

- FirstClass Mail (Open Text);

- GroupWise;
- Microsoft MS Exchange; and,
- Microsoft Outlook.

#### Drivers:

- PCL6, PS Print Drivers;
- PostScript Interpreter + drivers; and,
- Universal print drivers.

Administration – All MFD Resources should support authentication of administrative users via a remote directory service (e.g. LDAP or active directory), and shall be able to be administered remotely (if Client permits Supplier to do so) and centrally via either a web-based interface or installable software:

- Central MFD administration;
- Online portal to access all network connected MFDs and remote trouble shoot error codes;
- Integrates with print management software (e.g. PaperCut); and,
- Web administration.

A Client administrator should be able to restrict all MFD Resources to network-based printing only, as well as having the ability to disable select features of the MFD Resource (e.g. scan/fax).

Any and all software installed on a MFD Resource shall have the ability to be upgraded remotely by the Supplier, if permitted to access the Client's network.

Examples of systems used by Clients are:

- BAS;
- Banner;
- Datatel;
- J.D. Edwards;
- PeopleSoft;
- SAP;
- SciQuest;
- SunGard Higher Education; and,
- Windows Dynamics.

All MFD Resources must be fully programmed (i.e. with most recent firmware) prior to delivery to Client locations. The Supplier will re-program MFD Resources at no additional cost to the Client, if necessary, during the Term of the Agreement.

#### Office MFD

##### Common User Interface

All Office MFD Resources have a common user interface. They are easy-to-use with tablet-like interactivity, simplified screens and responsive navigation. The common user interface is approximately ten inches (10"). It has large icons, making Supplier ConnectKey Technology MFDs even easier to use.

The common user interface is organized to make common and specific activities and workflows easy. The most commonly used features can be configured on the first screen to reduce steps to complete a job.

All Supplier Office MFD Resources are also consistent in the print driver and web interface tool.

The MFD Resources are intuitive and users will experience fewer steps to complete a job and less time spent at the MFD. Client users simply swipe, tap, scroll, and pinch their way through task-focused applications ("apps") with ease.

The common user interface screens are app-driven and task-specific; allowing Clients to customize it to fit their preferences by placing the apps used most front and center. Installation wizards make setup fast and easy, even for non-technical users, without involving IT experts.

Support tools available through the common user interface include:

- ConnectKey is a printing platform. For simple tasks and routine maintenance, such as replacing toner cartridges or fixing paper jams, interactive instructions appear on the screen.
- The Get Service Now app is also available on the common user interface.
- PaperCut is an example of a print management solution provided by the Supplier, it provides PIN code and RFID card authentication options to:
  - Minimize or prevent unauthorized use; and,
  - Reduce print waste.

Comprehensive reporting is available from the server ensuring the MFD Resources are used efficiently and in the proper volume ranges. Mobile printing, rules and roles based printing are all features provided by PaperCut.

ConnectKey for DocuShare or Nuance AutoStore provides the ability for a Client to easily capture a hardcopy document by responding to a few user prompts at the MFD Resource. Once the choices have been made the document is automatically processed with Optical Character Recognition, and routed to the desired destination, whether it be a folder, email, or ECM repository such as DocuShare.

Yes, there is a cost to DocuShare, we have made our best effort to present our pricing in the table provided, however it is normally licensed by one-time costs, including server license, user (CAL) licenses, and Professional Services, as well as Annual support. (Reference to pricing table)

- DocuShare also offers some basic tools for managing documents related to Testing and Grading included in the pricing provided. (Assessment can be completed with Professional Services cost)
- Yes, there is a cost to DocuShare, we have made our best effort to present our pricing in the table provided, however it is normally licensed by one-time costs, including server license, user (CAL) licenses, and Professional Services, as well as Annual support. (Reference to the Pricing table)

The Supplier's Implementation Specialists shall support the Client for these solutions, and practice a ride along training method and train the trainer services as well. Following this method, the IT or Client will work closely with the Implementation Specialist for training throughout the process, and the Supplier will record, if agreed to by the Client, the sessions as desired. The Supplier will provide this recording to the Client for future training needs at no additional cost.

The standard implementation process is remote over WebEx service; On-site services are also available, at no additional cost, as required by the Client.

#### Production MFD Resources

All Production MFD Resources have a common, intuitive, touch screen user interface ("UI") that is easy to use and simplified for every level of operation. The UI can be tailored to a Client's business needs whether it is a multi-user or full production location. The UI has large identifiable icons, a minimum ten inch (10") touch screens with identical functionality found at their fingertips for both the mono and colour MFD Resources.

Clients can easily create workflows that will enable them to scan information to their selected destinations, (email, desktop, network folders and cloud repositories) in a secure text-searchable format, at the touch of a button.

The UI will enhance productivity and efficiency while streamlining simple to more complex tasks depending on the Clients requests in a copy, scan, print or even re-print environment. Migrating from MFD Resource to MFD Resource with ease is how the proposed systems are designed thus ensuring optimal productivity covering all Client locations.

The Supplier's remote services include, but are not limited to the following:

- Remote Solutions: With a secure internet connection between Remote Print Services enabled MFD Resource and the Supplier allows the Suppliers to monitor performance and often resolve issues before a service call is required.
- Fast Track to the Expert: The Supplier can solve issues—often eliminating the need for onsite service.
- Automated Meter Reads: Automated meter reads makes accurate invoicing and tracking more efficient. It increases productivity and accuracy by minimizing the need to manually collect meter reads.
- Easy Access to Information: Engage social media services or join various forums to share and find information. Easily access online driver updates, software releases, user documentation, tips, videos and answers to frequently asked questions.
- Automated Supplies Replenishment: For select Supplier products, software automatically orders toner based on actual usage. Once the Client's connection is established, a discovery agent automatically captures service data, such as diagnostics and status information, directly from the Client's MFD Resource. This data is transmitted securely to the Supplier's customer support personnel and technicians.

The secure network platform of the Supplier Device Data Network receives stores and utilizes MFD Resource data to support the following key functions: Automated Meter Reads, Remote Diagnostics and Solve, and Automated Supplies Replenishment. MFD Resource data collected is encrypted at the source and transmitted via an encrypted channel to keep personal and confidential information highly secure. MFD Resource data communicated regularly to The Supplier includes performance data, usage data and configuration data. Customer image data or personally identifiable information is never sent to The Supplier. The Supplier Device Data Network is ISO 27001:2013 certified.

Server's housing Client data are located in Canada.

## **7.0 Toner, Staples, and Other Required Supply Resources**

The Supplier shall provide at no additional cost to Clients, non-toxic toner (and/or any other media used to print on paper), staples and any other required supplies (i.e. fusers, fuse oils, developer, drums, waste containers, maintenance kits, and any other supplies/parts/components) to ensure the MFD Resource is kept in good working order and meet applicable environmental standards as required for the Term of the Agreement.

The Supplier shall be financially responsible for any and all damages (including cleaning up spills) caused by any toner, staples, and other supplies, provided by the Supplier.

Unless noted otherwise through a separate arrangement, the Client will add paper, toner, and staples to a MFD Resource as well as remove waste toner cartridges – the Supplier shall perform all other service/maintenance tasks.

## **8.0 Paper**

The provision of paper is out of scope of this Agreement.

## **9.0 Environmental/Sustainability Requirements**

OECD and its Clients strive to source, promote, and support products and services that are environmentally sound. The MFD Resources should:

- Possess Electronic Product Environmental Assessment Tool ("EPEAT") designation in Canada, where available;
- Meet or exceed Energy Star Certification Standards, where applicable, with automatic power down and sleep settings;
- Possess Ecologo and/or Blue Angel designation;
- Meet any ecological standards, as set out in the province of Ontario and/or the Government of Canada;
- Be from an OEM that has a registered environmental management system;

- Be manufactured in an environment that observes fair labour practices as observed in the country of origin;
- Contain recycled content when manufactured;
- Allow Clients to return packaging materials used in shipping or used during the delivery of service at no additional cost to Clients; and,
- Meet health and safety standards, as set out in the province of Ontario and the government of Canada.

#### Office MFD

The Supplier's products and services comply with regulatory agency approval for product safety in all global locations.

- ISO 14001 Compliance: All of the Supplier's major manufacturing and distribution operations employ an environmental management system that conforms to ISO 14001;
- ISO 9001 Quality Management System: has been implemented to ensure that the output delivered to Clients is of the highest standard. The Supplier has a number of six sigma black belts to drive continuous improvement and to deliver measurable results for our customers;
- ISO 27001 Information Security Management standard. Certifications for the Supplier's facilities comply with ISO standards. The Supplier has adopted the ISO 27001 which ensures that its operations have management support, compliant processes, and reviewed by impartial auditors. By conforming to this extremely high ISO standard, the Supplier has reduced security risks on incoming or outgoing communications.
- Office MFD Energy Star Certifications:
  - B405 – Qualified Version 2.0;
  - B8045 - Qualified Version 2.0;
  - B8055 - Qualified Version 2.0;
  - B8065 - Qualified Version 2.0;
  - C8030 - Qualified Version 2.0; and,
  - C8045 - Qualified Version 2.0.

#### Other Certifications:

- EPEAT designation in Canada;
- Possess Ecologo and/or Blue Angel designation;
- Observes fair labour practices as observed in the country of origin; and,
- Ecovadis gold level recognition for the Corporate Social Responsibility assessment.

The Supplier's four (4) areas where it impacts products and services include:

- Climate protection;
- Preserving biodiversity and the world's forests;
- Preserving clean air and water; and,
- Preventing and managing waste.

The Supplier's take-back program fully supports its waste-free initiatives reusing seventy percent (70%) to ninety percent (90%) of the MFD Resource components by weight without degradation of quality or performance. The Supplier's MFD Resources are designed for easy disassembly and durability, and contain up to five percent (5%) post-consumer recycled plastic content.

The Supplier MPS Resources solution includes many environmental benefits that come from leveraging its innovation, products and solutions, its environmental practices and policies are focused on those areas that can help Clients improve environmental sustainability processes and reach/maintain their goals. During the Supplier's assessment process, they will gather environmental costs associated with the Clients' current output infrastructure.

The Supplier accepts used supplies, such as toners, waste bottles, and drums. The Supplier encourages the use of Eco Boxes for returns of consumables (irrespective of manufacture) by using the following process;

- Order Boxes: Indicate the number of boxes of used supplies being returned and print off the labels. Ship: Affix one (1) label per box, and arrange for Purolator pick-up.

Recycled Packaging: The Supplier encourages the use of minimal packaging and/or recycled material in packaging. The Supplier has their own Packaging Standard EH&S 710, which specifically excludes latex, polyvinyl chloride (PVC), or materials bleached with chlorine or chlorine derivatives.

The Supplier has implemented a recycling program via Eco Boxes at various local institutions. On a quarterly basis, the Supplier shall provide comprehensive reports to OEM and/or the Clients which details the following;

- Used consumables, in units and weight, being returned per institutions location;
- Description of recycled material; and,
- Description of returns being used as remanufactured and/or recycled.

#### **10.0 Supply and Consumables Recycling Program**

The Supplier will provide either a Supplier self-managed or third party recycling program for all used/empty and/or end-of-life supplies (including packaging) from the Client's locations.

The Supplier provided recycling program will be a no additional cost service provided to Clients and will include but not be limited to:

- A timely and reliable service including:
  - A pickup of recyclable supplies from the Clients within two (2) Business Days of a request;
  - The pickup will be done by the Supplier or its third-party carrier; and,
  - Pickup at the time of delivery of new supplies is acceptable;
- There are no minimum quantities or volume requirements to schedule a pick up;
- Ease of use for Clients;
- Assurances of capacity to accept and manage recycling from large Clients;
- A commitment to environmental sustainability; and,
- Assurances end-of-life supplies are disposed of in a socially responsible manner.

#### **11.0 Access to Use MFD Resources**

All MFD Resources require the ability to provide the following secure access:

- Program access codes to hold Client user information (e.g. cost centre number, user name, and department). Clients may require one (1) access code for every user in their organization, providing the user with the ability to use all MFD Resource functionality;
- Provide the ability to print from a USB stick, if acceptable practice within the Client's organization; and,
- Connect to proximity reader.

Note - that the ability to provide access to users via an ID card (e.g. student card) to pre-load copy volumes, and have the user (e.g. student) pay and add volume as required may be required by some Clients, and the Client and Supplier would mutually agree on the hardware, software and additional costs, if any, when executing a Client-Supplier Agreement.

## 12.0 Testing Resources

During the Term of the Agreement, there may be instances where OEM and/or the Client will request MFD Resources for evaluation and/or testing.

The MFD Resources will be provided for a period of up to thirty (30) Business Days at no additional cost to OEM or Clients (including no additional cost for delivery, installation, and removal).

Testing will occur to ensure technical compliance to requirements, and assess suitability for purpose.

Clients are not obligated to sign a Client-Supplier Agreement to obtain specific Resources for testing. A Client-Supplier Agreement, however, must be signed before the provision of any Resources commences.

OEM and/or the Client reserves the right to request any MFD Resource in order to conduct technical and functional compliance testing.

The Supplier will provide Clients MFD Resources for testing to ensure it meets their specific requirements, functions in their technology environment, and to assess its suitability for their purpose.

### 12.1 Testing – Substitution Resources

With respect to MFD Resource substitutions, the Supplier agrees to provide a MFD Resource so that OEM or its Clients may conduct technical and functional compliance testing in its technology environment during the Term of the Agreement.

The substituted MFD Resource will be provided for a period of up to thirty (30) Business Days at no additional cost (including no additional cost for delivery, installation, and removal) to OEM or the Client.

If, during the Term of the Agreement, a proposed substituted MFD Resource is deemed unacceptable by the Client, the Supplier will offer another MFD Resource to the Client – at the same Rate as the MFD Resource being substituted.

## 13.0 Fleet Management

The Supplier shall provide MFD Resource fleet management functionality, regardless of their physical location, at no additional cost to the Client. Fleet management functionality includes:

- Taking (by Client or by Supplier) meter readings electronically, for networked MFD Resources, through Supplier provided software;
- Performing fleet utilization assessments up to two (2) times per year; recommending fleet optimization strategies which may include but are not limited to:
  - Moving, at no additional cost and with Client's approval, Office MFD Resources within a Client's organization to balance copier workload;
  - Moving, at a cost to be mutually agreed upon between the Supplier and Client, Production MFD Resources within a Client's organization to balance copier workload; and,
  - Flexibility to reduce, where possible, the overall number of MFD Resources, without penalty;
- Performing remote or MFD Resource side programming – allowing configuration adjustments and cloning via network connection or at point of contact (i.e. USB ports to upload user/account information); and,
- Managing access code management (e.g. for moves/additions/changes).

## 14.0 Order Management

The Supplier should provide a variety of ways for Clients to order Resources, including but not limited to the following:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- Email;

- Fax;
- Toll free phone; and/or,
- Supplier's online ordering website.

Where applicable, Clients may need to perform integration testing on the Supplier's online ordering system to ensure it is compatible with the Clients' systems, policies and procedures.

The Supplier will accept electronic funds transfer for any billable transactions.

In addition to the above ordering options, the Supplier supports the following:

- Automatic Toner Replenishment: The MFD Resources are designed to monitor actual usage of toner. The data is transmitted to the Supplier's system which automatically orders the required toner;
- Client users will receive a notification of low toner levels at the MFD Resource and their desktop prompting the end user to place an order. Clients may, but are not required to do so, order for all MFD Resources at their location at once using one (1) serial number. The Client may also order less frequently used consumables such as fusers, drums or imaging kits. The Client is able to order extra toners for high-peak printing periods, as may be required; and,
- Easy Web Ordering via Xerox.ca: Always available is the website to order all supplies. The website allows the Client to order with a live agent. You can also use the website to track orders

#### **14.1 Coordinated Bulk Ordering**

OECM may consolidate various Client volumes and coordinate bulk buys. Once Resources have been received at Client's location, the Supplier shall invoice each Client accordingly.

#### **14.2 Electronic Commerce**

Clients currently use a variety of ERP, e-Procurement or financial systems (e.g. PeopleSoft, SciQuest). When Clients implement various methods for electronic ordering, such as integrated system and EDI, the Supplier will provide reasonable technology and implementation support to Clients at no extra cost.

#### **14.3 Order Acknowledgement**

The Supplier should notify the Client immediately or within one (1) Business Day of receiving a Client's order, via the same method in which the order was placed (e.g. online, email, telephone). The Supplier will include in the order acknowledgement any Resource that cannot be fulfilled (e.g. backorders). The Client, at its sole discretion may:

- Cancel some or all of the order, which cannot be fulfilled exactly as ordered;
- Ask the Supplier to ship only available Resources and cancel any backorders; and/or,
- Agree to an alternative delivery schedule based on anticipated Resource availability.

#### **14.4 Minimum Order**

The Supplier shall not have any minimum order value or volume requirements.

#### **15.0 Delivery**

The Supplier shall be responsible for delivery, at no additional cost to the Client, all MFD Resources, related supplies, parts, components and services Delivery Duty Paid ("DDP") destination to Client's location. Clients may have more than one (1) DDP location within their organization.

DDP destination shall be understood to mean delivery from the Supplier's point of origin to the Client's receiving location (i.e. a Client may have more than one (1) location within their organization and may choose to have Resources delivered to the exact location). No additional costs whatsoever will be paid for the delivery of MFD Resources, related supplies, or services or any return of the aforementioned.

There is not a minimum volume and/or dollar amount for orders.

MFD Resources and supplies will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed

the order, purchase order number, products and quantities ordered and shipped, back orders and quantities, if any).

Supply orders shall not be restricted by MFD Resource serial number or by Client location. Therefore, if a Client has several MFD Resources at one (1) location – multiple orders from various users at that Client location will be accepted and delivered accordingly to the proposed guaranteed lead times.

The Supplier shall correct any shipping errors within three (3) Business Days, at the Supplier's own expense.

#### **15.1 Delivery Lead Times – MFD Resources**

The Supplier shall deliver MFD Resources according to the following delivery lead times:

- Standard delivery – within ten (10) Business Days; and,
- For large fleet implementations will be mutually agreed upon between the Client and the Supplier.

The Supplier shall pre-arrange the date and time of all deliveries with the Client at least three (3) Business Days prior to delivery.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and any other information required.

Deliveries must be made by the Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

The Supplier's Ontario based distribution center is located in Brampton. Orders are processed in the order they are received.

#### **15.2 Delivery Lead Times – Toner, Staples, and Other Required Supply Resources**

The Supplier shall deliver toner, staples, and other required supplies according to the following delivery lead times:

- Standard delivery – within two (2) Business Days; and,
- Rush delivery – within one (1) Business Day.

The Supplier shall co-ordinate directly with the Client regarding the status of orders, delivery, and scheduling for removal of packaging and pickup of supplies such as empty cartridge containers, drums, and any other information required.

#### **16.0 Damaged or Defective Shipment**

The Client may not accept the delivery of the MFD Resource if it is:

- Defective (e.g. broken and/or damaged); and/or,
- Not delivered as agreed (e.g. substituted without prior approval of the Client).

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location in accordance with the agreed upon delivery lead times.. The Client will not be responsible for any re-stocking charges due to damaged or defective returned Resources.

#### **17.0 Implementation and Rollout**

The Supplier must provide implementation and roll out support to Clients including but not limited to:

- Assessment of the Client's MFD Resource requirements;
- Planning fleet implementation and roll out;
- Providing Clients with a detailed project plan for approval (the project plan should include, but not be limited to – details about each MFD Resource (including features, software requirements, Client's user information) slated for implementation, how communications will be conducted, with whom, and when. Roles, responsibilities and estimated time commitments for Supplier and Client. How the rollout will be conducted, onsite Supplier representation during the implementation, and issue resolution (e.g. a

damaged MFD Resource is received, or the MFD Resource has not been properly installed (e.g. missing electronic chips) when received at Client's location);

- Scheduling and executing fleet rollout according to agreed upon timelines with Clients;
- Regardless of the number of changes made to the implementation plan or rollout of MFD Resources, the Supplier is responsible for maintaining inventory of all MFD Resource installation locations by serial number;
- Clients may provide, upon an assessment of its compatibility to the MFD Resources to be installed, card reader equipment to the Supplier prior to delivery;
- Physically delivering MFD Resources, set in place and make connections;
- Performing system start-up routines;
- Performing any firmware updates if needed;
- Uploading any directory information provided by the Client (e.g. email addresses, account or user information, access codes.); and,
- Running testing protocols (e-mails, scans, copies).

#### **18.0 Transition and Implementation**

The Supplier should provide Client support on account setup, ensuring seamless transition, and minimal service disruption, at no additional cost to the Client. The Supplier will provide implementation and training plans to Client for approval prior to the implementation as required.

#### **19.0 Installation and Configuration Service Resources**

The Supplier shall deliver, install, set-up and configure all MFD Resources, including but not limited to:

- Assemble, install, and test the MFD Resource prior to and after delivery to the Client's location;
- Coordinate access to the physical site with the Client;
- Physically transport MFD Resource to the Client's specific location where the MFD Resource will be installed;
- MFD Resources must be set in place and installed within five (5) Business days of their delivery to the Client's location;
- Unpack, check for shipping damage, install and configure MFD Resource specific to Client's requirements;
- Perform functional testing (e.g. test hardware, software, network connection, printing capability, the Client's code, card access, identification information and passwords, where applicable) before leaving Client site;
- Perform high level Client orientation;
- All MFD Resources must be functional by the end of the Business Day of installation. In the event that a part is required to make the MFD Resource functional, then the MFD Resource must be functional by the end of the next Business Day;
- Obtain Client sign-off indicating complete satisfaction on installation prior to leaving the location;
- Clean up area, remove and dispose of all packing material from Client location; and,
- Record and provide installation information electronically including, location, Client identification, asset identification, model and serial number, date, time.

The Supplier shall be responsible for the correct functioning of the MFD Resource at the installation at no additional cost to the Client. Correction of any discrepancies/problems found during the MFD Resource setup or testing at the Client's site will be the sole responsibility of the Supplier and will be made prior to acceptance at the time of installation.

#### Installation, Configuration, Usage, and Troubleshooting:

MFD Resources are delivered with online access to user manuals/documentation. The Getting Started Guide is available on the touch screen UI and provides basic information to become familiar with the features of the MFD Resource, including copy, print, fax, and scan. It also includes embedded videos.

Access to an online support library is also available providing:

- Quick Tips for FAQs;
- A solution search by specific product, keyword, error code;
- Easy to use training posters; and,
- Dedicated 1-800 number available for FAQs.

### **20.0 Moves, Additions and Changes**

MFD Resource requirements, after initial fleet implementation, may change for Clients during the Term of their Client-Supplier Agreement. To support this, the Supplier shall upon mutual agreement with the Client:

- Provide additional MFD Resources available on the Agreement according to the period of time chosen by the Client, as required;
- Ensure all new MFD Resources added to an existing Client-Supplier Agreement are coterminous to the expiry date of the Client-Supplier Agreement if the period of time is thirty-six (36), forty-eight (48) or sixty (60) months. If, however, a Client wishes to add a new MFD Resource to their fleet, prior to expiry, with a time period shorter than thirty-six (36) months, the Client and Supplier shall mutually agree to the Rate if the Client requires a coterminous expiry date; and,

The Supplier shall move Office MFD Resources within a Client's organization to better balance utilization at no additional cost to the Client.

Purchased Office MFD Resources shall be moved at the Client's expense.

The Supplier may charge a nominal fee, if mutually agreed upon with the Client, to move Client-owned non-Supplier devices.

### **21.0 Removal and Replacements**

The Supplier will remove and replace any MFD Resource within the delivery lead times set out above if it:

- Malfunctions immediately upon delivery to a Client's location;
- Required three (3) or more service calls in two (2) consecutive months (excluding regular preventative maintenance and calls resulting from user error).

If replacement is required, the Supplier shall co-ordinate the replacement with the Client ensuring the defective MFD Resource is removed immediately, and that a new MFD Resource (with the same features) is delivered and installed. The new MFD Resource shall be delivered according to the delivery lead times set out above, or the Supplier shall provide a loaner if the delivery lead time is expected to be longer.

If a MFD Resource is removed or replaced, the Supplier will:

- Guarantee the safety of the data by offering the following three (3) options to the Client:
  - The hard drive will be sanitized;
  - The hard drive will be destroyed, and a destruction certificate will be provided to the Client; or
  - The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client; and,
- Update its inventory management system accordingly and provide an updated report to the Client and OEM.

The Client-Supplier Agreement, if applicable, will be amended with the replacement MFD Resource. The expiry date, however, will not change. Therefore, the original expiry date of the Client-Supplier Agreement

will be applicable for any MFD Resource replacement made during the Term of the Agreement due to the issue noted above.

The Supplier shall destroy all hard drives, and provide Clients with a certificate (i.e. proof) of destruction, if requested by the Client.

Defective/malfunctioning MFD Resources returned to the Supplier must not be deployed at any other OEM Client location.

If the Client purchased the MFD Resource (and related software) directly or through a third party and the MFD Resource) and related software) requires replacement, the Client shall ensure any third party financial encumbrances have been fully discharged prior to the Supplier's removal of such equipment.

## **22.0 Discontinued MFD Resources and Substitutions**

If a MFD Resource is discontinued and substituted during the Term of the Agreement, Clients have the ability to test as set out above. The substituted MFD Resource shall be equal to or better than the MFD Resource being replaced and shall have the same Rate as the substituted MFD Resource.

The Client-Supplier Agreement will be amended with the substituted MFD Resource, if accepted by the Client and OEM. The effective date of the Client-Supplier Agreement, however, will not change. Therefore, the original effective date of the Client-Supplier Agreement will be applicable for any MFD Resource substitution made during the Term of the Client-Supplier Agreement.

## **23.0 Removal at Agreement or Client-Supplier Agreement Termination**

At the expiry of the fleet term (e.g. thirty-six (36), forty-eight (48) or sixty (60) months), Agreement or Client-Supplier Agreement, the Supplier shall remove within thirty (30) days any non-purchased MFD Resource supplied to a Client, at no additional cost to the Client.

The Supplier shall guarantee the safety of the data by providing the following two (2) options to the Client:

- The hard drive will be sanitized; and/or,
- The hard drive is retained by the Client, at a cost to be mutually agreed upon by the Supplier and the Client.

The Supplier shall dispose of MFD Resources and/or toner, staples, and other relevant supplies in an environmentally responsible manner and provide the Client with a certificate (i.e. proof) of destruction, if requested.

## **24.0 Training**

The Supplier shall provide to the Client the following two (2) distinct types of no additional cost functional and technical training throughout the Term of the Agreement:

- Key operator and end user training; and,
- Specialized information technology (IT) staff training.

The Supplier will provide onsite MFD Resource training, including:

- One (1) training session (one (1) hour in length) are scheduled for each MFD Resources. Additional training, however, is available at no additional cost:

Client end-user training includes:

- Product overview;
- Basic printing ;
- Basic copying;
- Basic faxing (if applicable);
- Scan to email (if applicable);
- Workflow scanning and/or USB scan and print (if applicable); and,

- Basic maintenance.

Key Operator training includes:

- Above list (above) and advanced features, such as:
- Resolve now app (for placing service calls on the MFD Resource); and,
- Navigating the app gallery.

Specialized IT training includes:

- Print driver ;
- MFD Resource set-up and configuration ; and,
- Escalating to support centres.

The Supplier will provide online training videos and tutorials (via office PCs, iPads, and/or Smartphones). These videos are for Client users who would like learn more about the features and functions and can be accessed on its website at [www.xerox.com/en-us/about/online-training](http://www.xerox.com/en-us/about/online-training).

Training materials includes MFD Resource user and administrator guides are available on-line.

- Training is included, and available virtually via Webex, if required by Client. Online training is very comprehensive.
  - If customer needs customization (e.g. specific specialized workflow not comprehended in the off-the-shelf software) to environment, this is not training and Professional Services Rates will be charged.
  - All software operates with platform from Client perspective - server is on the Client perspective - compatibility is at no extra cost. Docushare is provided with a server.

#### **24.1 Key Operator and End User Training**

Key operator and end user training shall include, but not be limited to, an initial training session, within three (3) Business Days of installation and acceptance, as well as throughout the Agreement as required, on how to use the functions of the newly installed MFD Resource; and how to replace the toner and remediate minor problems (e.g. basic troubleshooting) at no additional cost to the Client.

The Supplier shall:

- Conduct training sessions, to be arranged directly by the Supplier with the Client;
- Perform training onsite at the Client installation location;
- Provide online training/tutorials;
- Address the use of MSDS for MFD Resources, where applicable; and,
- Provide training documentation (e.g. user guides or tip sheets that include the uniform resource locator (URL's)) for the dedicated Supplier's website.

#### **24.2 Specialized IT Staff Training**

The Supplier shall provide Client's specialized IT staff training for Client's IT staff at the commencement of the Agreement, upon delivery of MFD Resource, at the time of MFD Resource substitution, and as required by the Client's IT staff during the Term of the Agreement at no additional cost to the Client.

The types of technical training shall include, but not be limited to:

- Client IT service desk staff training;
- Online portal training;
- Administrator training, for troubleshooting; and,

- Other technical support training.

This training may be provided onsite, off-site or online, as mutually agreed to between the Supplier and the Client.

The Supplier shall provide classroom training and training documentation for Client staff as required:

- For Client's IT staff, as required during the Term of the Client-Supplier Agreement in order to maintain the expertise of the Client's IT staff in the Supplier's technology as it evolves; and,
- To provide Client's IT staff with knowledge transfer, and hands-on training in hardware and software operation and management of the MFD Resources.

## **25.0 Repair Requirements**

The Supplier will warrant the deployed MFD Resources are maintained in good working order, providing OEM and the Clients with excellent customer support and technical expertise for the Term of the Agreement.

When repairing MFD Resources, the Supplier uses parts (i.e. new, used, or repaired) fully compatible with the MFD Resource. Warranty is not affected regardless of the type or brand of parts and or supplies (e.g. toner) used by the Client in the Resource.

The Supplier shall provide a service now app for all MFD Resources which allows the Client to request service from the MFD Resource itself.

The Supplier help desk will be the primary point of contact for all service requests. The Supplier help desk will perform an initial triage on any Supplier or non-Supplier device. The Supplier provides a unique Total Satisfaction Guarantee. The Supplier will replace the MFD upon request under the terms of the Total Satisfaction Guarantee which are as follows:

- If the Client is not satisfied with the performance of the Resource, a replacement Resource with the same model or, if no identical model is available for replacement, a model with comparable features and capabilities will be provided upon request.
- The duration of the Total Satisfaction Guarantee is for the Term of the Agreement with the Client. The Total Satisfaction Guarantee applies only when the Resource has been maintained continuously and exclusively by the Supplier or its authorized representatives from the date of installation. The Total Satisfaction Guarantee does not apply to any damaged or destroyed Resources due to circumstances beyond the control of Supplier or under the company's responsibility, or to any equipment which has been damaged or destroyed by the Client, his employees or agents. For any Supplier MFD using Supplier consumables that have a negative impact on performance, the Total Satisfaction Guarantee applies only if the consumables have been approved by Supplier is used. This guarantee is subject to all the restrictions set forth in the guarantees and level of service (SLA) for this equipment. This offer is made to ensure that your satisfaction reflects the level of quality that we offer.

The Supplier makes the Total Satisfaction Guarantee available for all MFD and accessory Resources.

The Supplier will not use any resellers, distributors, dealers and subcontractors as it relates to the provision of the repair and/or preventative maintenance Resources or MPS Resources.

- Calls requesting service will be picked up by the Supplier within forty-five (45) seconds on average; and,
- The Supplier is able to solve about thirty percent (30%) of calls on the phone, without the need to send a technician.

The Supplier's staff will make every effort to find an online solution and depending on the nature and complexity of the technical problem, will escalate or will send a technical service representative to the Client's location.

If the Resource service request is related to the Supplier's operating system or supported software, the service request will be escalated to the Supplier's application support technicians.

When a technical service representative is required, the call will be routed to the local service team and the Client is provided with an estimated time of arrival. Once the call is placed, the Client will receive live updates

on the status of the service call through a web tool. With this information, the Client will always know the exact status of the service call.

If necessary, the onsite technician will escalate internally to ensure agreed upon response times are met.

### **25.1 MFD Resource Meter Reads**

If permitted to access the Client's network, the Supplier shall remotely collect and report MFD Resource meter reads to the Client.

### **25.2 Service Technicians and Repair Depots**

The Supplier has appropriate service technicians and service repair depots, as set out in Appendix **D** – Guaranteed Response Time, to adequately handle all Client requirements.

All service technicians must be employees and/or authorized Subcontractors of the Supplier. The service technicians shall be appropriately trained and have had field service experience on the proposed MFD Resources as well be visually identifiable to ensure safe access to the Clients locations.

Service technicians must have direct access (i.e. local) to replacement MFD Resource supplies/parts/components to complete any required repair within the agreed upon timeframes.

### **25.3 Preventative Maintenance**

The Supplier shall perform full preventative maintenance on the MFD Resources at predetermined copy volumes and/or at predetermined calendar periods (e.g. quarterly), as agreed upon with the Client, to ensure high standards of performance are maintained.

Most of the preventative maintenance activities are performed at the same time as the technical service representative repairs your equipment. To minimize downtime and align with Client requirements, the Supplier can, if requested by the Client, come onsite and perform preventative maintenance to the MFD Resources based on volume and environmental requirements. Typically the preventative maintenance calls would be planned for a specified period of time and at regular intervals. Otherwise, the preventative maintenance activity will be mutually agreed upon between the Supplier and Client.

All software upgrades are completed on the next call basis or at least within a reasonable timeframe. The Supplier's software Resource updates can be pushed or pulled, as determined and agreed upon by the Client. Should a Client's IT policies require all MFD Resources to be on the same software levels, the Supplier will provide a link or USB with applicable upgrades and the Client can push the upgrade via the network. The Client has an option to upgrade particular MFD Resources or upgrade timelines; the MFD Resource is generally upgraded within fifteen (15) minutes of the software upgrade being pushed out. Generally, the practice is to schedule software updates to occur overnight. The Supplier shall co-ordinate as required by the Client.

The Supplier's service call process is called the Total Call Strategy. With each service call the technical service representative has several steps and processes to follow, beginning with the repair of the initial problem. The balance of the processes relate to providing the necessary preventative maintenance to ensure the Client's maximum uptime and product efficiency.

The technical service representative uses the Every Call Activity checklist to evaluate and maintain the unit during each call.

The Supplier's MFD Resources are designed with an onboard volume driven diagnostic tool called High Frequency Service Items. Each MFD Resource has the ability to track maintenance intervals and usage of all high wear items, while the software tracks the number of prints/copies being produced.

Each High Frequency Service Item has a threshold level based on the number of copies produced since the last time the MFD Resource was serviced. When the MFD Resource reaches the threshold level, an indicator flag will appear. The Supplier's technicians review the High Frequency Service Item logs on every visit and replace components indicating they are close to predicted failure. In some cases, where failure is not imminent, the Supplier's technical will take note and order the particular item for the following preventative maintenance visit.

High Frequency Service Interval software is built into the MFD Resource as a diagnostic and component monitoring tool and comes at no additional cost to the Client.

**25.4 Repair Response Time**

The Supplier's technician shall be onsite within the timeframe indicated in Appendix D – Guaranteed Response Times. The Supplier shall provide, for Clients in remote areas, a loaner MFD Resource to improve lengthy response times. The Supplier's response time performance will be monitored, in part, against the information contained in Appendix D – Performance Management Scorecard in the Master Agreement.

Note - Clients will not diagnose service problems when placing a service call.

**25.5 Repair Time**

The Supplier shall provide MFD Resource repairs within one (1) Business Day (i.e. the MFD Resource will be available for use within one (1) Business Day) or within the time frame set out on Appendix **D** – Guaranteed Response Time.

If the Supplier cannot repair the MFD Resource within the time frame set out on Appendix **D** – Guaranteed Response Time, the Client has the right to request the MFD Resource be swapped with a new functioning MFD Resource while the original MFD Resource is being repaired to be mutually agreed upon when executing a Client-Supplier Agreement.

**25.6 Replacement Parts and/or Component Resources**

The Supplier is expected to meet future needs, on an as and when required basis, for replacement panels, components, and replacement parts, and/or for additions to existing configurations for a period of at least five (5) years from the original installation date according to the delivery lead times set out above.

**25.7 Liquidated Damages**

The Supplier shall pay a fifty dollar (\$50) liquidated damage fee to Clients experiencing a Resource (i.e. applicable to each MFD Resource) uptime of less than ninety-eight percent (98%) as set out in Appendix D. The Supplier shall pay the appropriate liquidated damages amount to the Client the month immediately after the month the violation occurred.

**26.0 Managed Print Service Resources**

The Supplier shall provide MPS Resources on an as-and-when-required basis to Clients upon request. MPS may include, but is not limited to:

- Review, optimize (i.e. right size) and recommend an approach to manage the Client's digital content management and document output;
- Monitor, manage, and optimize total print output;
- Assess and develop strategies to improve document security, reduce printing costs and increase productivity;
- Conduct an assessment to analyze the Client's current printing infrastructure;
- Provide an MPS plan aligning with the Client's print strategy, setting out phases, timelines, tasks, helpdesk support, recommended software solutions, reporting, roles and responsibilities, risk mitigation strategies, and other key information resulting in a successful execution;
- Make recommendations with respect to the quantity and deployment (type, features, location, size, features) of Resources to provide Clients with efficiencies;
- Recommend strategies to move a Client to more electronically-based documents reducing overall print/copy costs;
- Print and document analytics;
- Print server optimization: follow-me printing, rules-based printing, roles-based printing;
- Document workflow management;
- Digitization services (e.g. optical character recognition, searchable PDF);
- Content and records management;

- Education solutions (e.g. student registration, attendance, test and grading solutions);
- Manage Resource life cycle, and disposal;
- Implement a print release infrastructure (to support bring-your-own-device ("BYOD"));
- Provide reporting on overall cost, energy, greenhouse gas and solid waste reductions; and,
- Review and provide sustainability benefits (e.g. financial, environmental impact, energy consumption, social).

The Supplier shall provide the following MPS Resource software applications:

PaperCut MF
Uniprint
DocuShare
Xerox Librex
UniPrint Infinity – Serverless Print
UniPrint Infinity
Xerox VPQ Mobile Print Connector

Refer to Appendix B for applicable Rates, if any, related to MPS Resources.

#### Office MFD

The Supplier will provide Next Generation MPS Resources. The Supplier's three (3) stage approach detailed below brings continuous value and provides services according to the maturity of the Client's office:

#### Assess and Optimize

- Discover the total costs, usage status, power consumption and CO2 emissions output;
- Adopt the latest assessment tools to perform an accurate analysis of the current output environment;
- Define a management and usage policy of output environment, and build and manage the ideal output environment;
- Track and report usage through a variety of print management solutions, including PaperCut;
- Report under or over utilized MFD Resources and propose changes to maximize print environment;
- Secure and integrate;
- Enhance security and control output usage including office print, centralized print and mobile devices;
- Adopt solutions for mobile printing and security enhancement; and,
- Define print rules for enhancing security, perform access management for output devices linking with IT infrastructure and manage user permissions.

#### Automate and Simplify

- Analyze data collected from the integrated management of the output environment. Based on analysis, the Supplier proposes improved document related work processes through Workflow Automation;
- Support new work style by providing environment where digital documents generated from various sources such as web, desktops, tablets, smartphones, and output MFD Resources can be easily retrieved, saved, shared, and converted; and,
- Reduce time and cost for processing paper documents, improve accuracy and reproducibility of business processes, and enhance compliance and security throughout the document lifecycle.

The Supplier will, as required by the Client, support Clients through:

- Client managed and supplier supported-help me manage my MFD Resources;
- Client and supplier managed-manage all MFD Resources for me; and,
- Client and supplier managed-manage the Client's entire fleet of MFD Resources.

The Supplier print server optimization features are offered through our Authentication, Authorization and Accounting solutions.

PaperCut allows the Client to implement best-practice print policy rules:

- Remind users via popup to print duplex;
- Route large jobs to dedicated high-volume MFD Resources;
- Discourage users from printing emails; and,
- Discourage printing web pages in color.

The Supplier also offers Follow Print or Pull Printing is another popular method to secure and simplify the Client's environment while reducing paper consumption and printing costs.

PaperCut print release provides:

- Secure printing - Jobs only print when released by the user ensuring sensitive jobs will not sit uncollected on the printer; and,
- Find-Me Printing / Pull Printing - provides a roaming print solution where users print to a single queue and jobs will be pulled to any MFD Resource where they authenticate. Also known as Follow Me Printing.
- Reduced wastage - no more uncollected jobs. No wasted paper or toner.

PaperCut embedded software provides print release integrating directly with MFD Resources. This provides a seamless Client experience as users login to the MFD Resource using the touchscreen or security card readers. Additionally, filters are used to control printing. They can be used to convert or restrict print jobs. Some examples of print filter usage by administrators include:

- Automatically convert student printing to duplex or grayscale;
- Automatically detect and delete duplicate jobs;
- Prevent large jobs from being printed on slow MFD Resources;
- Catch invalid paper sizes; and,
- Restrict access by domain group, maximum cost, color mode, size and more.

PaperCut natively provides Mobile Printing for those Client users moving from office to office or want to leverage their tablets and smartphones.

DocuShare provides the following high-level key features and benefits:

- Intuitive and mobile-friendly design, accessible from any web browser as well as a Windows Client, providing a familiar feel to users accustomed to working with Windows Explorer mapped drives; and,
- LifeCycle Manager for date-driven processes, such as document retention policies to provide a Records Management environment, with retention policies applied by document classification.

Key applications and business processes within Education have included the following:

- Develop and publish curriculum;
- Digitize/scan paper documents into a centralized and secure repository;
- Accommodate record retention requirements;
- Collaborate on content, including classroom assignments; and,

- Publish content to the Web.

The Supplier offer a breadth of Workflow management solutions, including DocuShare and other Business Partner solutions such as Hyland OnBase in the categories of ECM, Capture, Mobile and Integration with existing systems such as CRM, ERP and ODBC databases.

DocuShare, provided at no additional cost to the Client, provides Workflow Management including the following toolset:

- Check out/in and version control for document collaboration with audit trail;
- Routing Slip and Content Rules for intelligent content routing and business rule enforcement, to automate the naming, filing and intelligent automation of ingested content;
- LifeCycle Manager for automated retention policies by document categorization or by most recent access, for date-driven processes such as contract management; and,
- eForms functionality for digital capture of mission critical information, to further automate processes by completely eliminating paper in the first place.

This enterprise platform provides a comprehensive solution, allowing consolidation of applications, reducing IT resource requirements and support costs versus managing multiple platforms.

#### Production MFD Resources

The Supplier has the ability to build printing guidelines across the enterprise and direct print jobs to lowest cost MFD Resource. This can be achieved via a centralized print portal or an enterprise print management system. The Supplier's solution will internalize any outsourced print jobs as its MFD Resources has an inbuilt work flow process as outlined below.

The C60 and Versant 180: Automate job submission of repetitive job types to achieve productive, error-free workflows with Fiery Hot Folders. Take advantage of commonly used Fiery pre-sets to save time when submitting jobs.

Produce precise, exact color from all applications, platforms and formats with Fiery ColorWise color management technology. Accurately match corporate, logo, brand and custom colors with Fiery Spot-On.

IT administrators can create customized printer drivers with appropriate print options for different groups of users or limit certain features to certain group of users.

Fiery VUE from is a free visual print application that produces professional-looking, finished print materials quickly, easily and cost-effectively from your desktop.

Fiery Command WorkStation can manage all Fiery Driven printers locally or remotely from Mac or Windows Clients.

- Modify jobs, view information about jobs and Fiery Servers;
- View, select, and modify custom print options;
- View and modify custom workflows; and,
- Save and reprint jobs.

D Series: With multiple destination options, Client users can quickly scan and save or scan and send documents in one (1) easy step. Innovative Job Flow Sheets make it possible by automatically emailing or distributing jobs to designated locations.

The Build Job feature enables easy programming of different types of pages in one (1) document, with no manual collation required regardless of the job's complexity.

Convert hard-copy pages to TIFF, JPEG and PDF files that you can store in folders for fast reprint or send directly to an FTP location or an email distribution list.

The Supplier's MPS provides an opportunity to further reduce costs by an additional one to twenty percent (10% to 20%) through optimizing and further right sizing the Client's print environment. The Supplier's MPS is able to manage all technology, regardless of the manufacture (if agreed upon by the Client), and provides a single point of contact for MFD Resources available in this Agreement.

The spectrum of Managed Print Services for OEM Clients can be defined in three (3) distinct offerings. OEM and Clients can choose the level of MPS that best fits their environment. The degree of MPS is dependent on the size and complexity of the Client requirements for escalating levels of services in their unique environment.

The Supplier provides the following three (3) MPS:

- **Remote Service:** This is basic service available to manage the Supplier's technology via automated supplies replenishment, meter reads and ad hoc reporting.
- **Basic Managed Print Service:** This offering enables the Supplier to monitor and manage the Client's total output environment regardless of manufacturer including.
- **Enterprise Print Services:** This service builds on Basic (described above) offerings and may also include:
  - Assess & Optimize: This assessment is the first step to help you gain control, drive down print costs and help you improve productivity. The Assess & Optimize stage leverages our award winning assessment processes and tools.
  - Secure & Integrate: Supporting mobility is no longer optional. As more students, faculty and staff rely on mobile devices to stay connected and productive, it is now a matter of finding a way to ensure that your mobile environment is secure.
  - Automate & Simplify: The investment in the Supplier's technology provides a significant opportunity for you to leverage these smart "workplace assistants" as an onramp into content management systems. This can provide significant value from a workflow perspective to drive efficiencies for staff and internal Clients.

## 27.0 Professional Service Resources

The Supplier shall provide professional service Resources on an as-and-when-required basis to Clients upon request. The Supplier should conduct a study and analyze the Client's current structure and recommend approaches to move the Client towards a more efficient, cost effective managed print services solution.

The analysis provided by the Supplier should take the following aspects into consideration before making recommendations to the Client including, but not be limited to:

- Agreement administration and support;
- Deployment (location, size, feature requirements);
- Fleet management;
- Moves, additions and changes;
- Pricing;
- Quality control;
- Reporting;
- Savings;
- Secure print;
- Service requirements;
- Substitutions;
- Sustainability;
- Training; and,
- Transition and implementation.

Office MFD

The Supplier can, at additional costs, support the Client throughout the entire MFD Resource life-cycle management.

## **28.0 Customer Support to Clients**

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A single-point-of-contact responsive account executive (or a team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing administrative support, operational support and issue resolution;
- A Client-specific escalation chart, as per Appendix E of the Client-Supplier Agreement or Appendix G of the Master Agreement;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day response;
- Audit services that is, assessing Clients MFD Resource requirements (e.g. some Clients may use a staff and/or student allocation ratio to assess their requirements);
- Ensuring minimal disruption to the Client;
- Easy access to the Supplier (e.g. online, toll free telephone number, email, voicemail, chat or fax);
- Knowledge transfer, and no additional cost educational events (e.g. webinars), if available;
- Establishing an ongoing communications program with the Client (e.g. new initiatives, innovation, sustainability);
- Providing written notice to Clients on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending monthly/quarterly meetings with Clients, as requested to review and discuss:
  - The number of service Resources in total and per unit;
  - Total service hours and response time in account average and per service call;
  - The percentage copy availability per MFD Resource and account average;
  - Account metrics compared to rest of the country statistics; and,
  - Open discussion towards improving customer support and innovation.
- Providing reports to Clients, upon request.

## **28.1 Customer Satisfaction**

Understanding that each Client is different, the Supplier will perform semi-annual (at minimum) customer satisfaction surveys with the Client's staff responsible for ordering and managing the acquisition of Resources.

The survey should be focused on, but not limited to:

- Customer support;
- Issue resolution processing;
- Price competitiveness;
- Invoice discrepancies;
- Delivery lead times;
- Response time; and,
- Performance (i.e. is the Supplier meeting the Appendix D – Performance Management Scorecard requirements set out in the Master Agreement).

The survey contents, needs and requirements will vary from one (1) Client to another. The Supplier shall work with the Client to develop, and distribute as mutually agreed upon by the Supplier and Client, an appropriate survey for their organization. Results shall be shared with OEMC upon completion.

## **29.0 Agreement Management Support to OEMC**

OEMC will oversee the Agreement and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- A senior account manager responsible for the overall management and reporting of the Agreement, including the management of area account managers and/or local Authorized Dealers responsible for the delivery of services to Clients;
- Promoting the Agreement within the Client community;
- Attending quarterly business review meetings with OEMC to review such information as:
  - Client-Supplier Agreements and upcoming opportunities; and,
  - Performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings and service quality (including customer support);
- Conducting comparative analysis and surveys regularly during the Term of the Agreement to ensure customer satisfaction and support for Client's strategic direction;
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required; and,
- Attending, at a minimum, quarterly business review meetings with OEMC to review, and if necessary, act upon:
  - The previous quarter's performance management goals;
  - Client-Supplier Agreements and upcoming opportunities will be identified to OEMC (active and those pending);
  - Deliverables and potentially other related Resources to support Client's business requirements;
  - Issues and opportunities for improvement;
  - Resource lifecycle management;
  - Industry trends, new technology/innovation;
  - Resource improvement plans;
  - Service delivery processes;
  - Operational activities;
  - Status of outstanding problems/complaints;
  - Monitor performance management compliance;
  - Quick quote/request for service requested and issued;
  - Savings (based on OEMC's selection of up to seven (7) Clients per quarter);
  - Client issued customer satisfaction survey results;
  - Potential enhancements to Appendix D – Performance Management Scorecard in the Master Agreement;

- Inventory management/audits/upcoming issues;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues);
- Monitoring, managing and reporting pricing, savings, customer satisfaction results and Client-Supplier Agreement status; and,
- Timely submission of reports showing invoiced Resources, the applicable cost recovery fee, and other ad hoc reports as required.

### **30.0 Optional Process to Add Other Resources**

If mutually agreed to by OEM and the Supplier, other Resources (including but not limited to remanufactured MFD Resources, emerging technology/innovation and/or related services) may be added to the Agreement to align with Client needs twice a year during the Term.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered when contemplating adding Resources to the Agreement. In the event the Supplier's performance is poor and/or unacceptable, OEM may not agree to the Supplier's Resource to add other related Resources. All Resources, currently in the Agreement, shall remain unchanged.

The Supplier may request the addition of other Resources by April 1st and/or October 1st. The Supplier shall provide prior written notice, accompanied by appropriate documentation (e.g. detailed calculations, Resource description, original equipment manufacturer, part numbers, and rationale for the addition).to OEM at least sixty (60) before April 1st and/or October 1st, if requesting a Resource refresh.

Rates, for newly added Resources, will be negotiated at the time ensuring alignment with similar Resources currently available on the Agreement.

The Agreement will be amended accordingly, if necessary.

### **31.0 Saving Calculation**

OEM tracks, validates, and reports on savings on all its agreements. Once OEM receives the Clients' approval, the Supplier shall provide OEM with Clients' historical spend (e.g. baseline information) prior to the effective date of Agreement if applicable.

If the Supplier has provided the Client additional savings based on the Client's requirements, i.e. volume discount, the Supplier shall provide OEM with details in the monthly spend report.

### **32.0 Financial Incentives to Clients**

Where feasible, the Supplier shall propose financial incentives to Clients to promote additional cost savings or increased revenue resulting from operational efficiencies or marketing opportunities that may include, but are not limited to:

- Increased online ordering;
- Use of P-Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients; and,
- Higher volumes/overall growth in business.

In consultation with OEM, the Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to shall be incorporated into the Client-Supplier Agreement and be reviewed and adjusted (e.g. annually), as required.

### **33.0 Invoicing**

The Supplier shall submit consolidated monthly invoices based on the previous month's actual volume and activity (e.g. moves, adds, managed print services, professional services).

Flexibility in invoicing processes is required. The Supplier shall, for Clients using SciQuest, support cXML and/or portal invoicing functionality.

The invoices, in either paper or electronic format, as detailed in the Client-Supplier Agreement shall be itemized and contain, at a minimum, the following information:

- Client's name (and specific location for larger Clients) and delivery address;
- Invoice date and number;
- Client's purchase order number;
- Department name;
- Client's cost centre number, general ledger number, as required;
- Description of MFD Resource (including model and serial number, and installation location), quantity and Rates invoiced;
- MFD Resource meter readings;
- Supplies (e.g. no additional cost staples) ordered and received (including quantity); and,
- Extended total and Harmonized Sales Tax ("HST").

Note – Clients' payment terms will not be in effect until Supplier provides an accurate invoice.

Each Client will specify their detailed invoicing requirements (i.e. ten-month billing versus twelve-month billing, monthly versus quarterly) when executing a Client-Supplier Agreement.

#### **34.0 Electrical Requirements**

All MFD Resources subject to standards approval for use/consumption in the Province of Ontario must conform to the standards approved by Canadian Standards Association, the Ontario Electrical Safety Code, and/or Underwriters Laboratory.

#### **35.0 Electrical Connections**

All MFD Resources connected to electrical service (110-120 volt) must be equipped with a three (3) wire U-ground power cord.

The Client shall arrange for the installation of the Supplier recommended power connection to the power source.

#### **36.0 Workplace Hazardous Materials Information System**

The Supplier shall ensure Workplace Hazardous Materials Information System ("WHMIS") material safety data sheets ("MSDS") are at Client's location as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources and equipment, in accordance with the *Ontario Occupational Health and Safety Act*.

Additional copies of MSDS sheets should be provided by the Supplier to Clients, upon request.

#### **37.0 ISO 14001 Certification**

The Supplier (or its OEM) should be registered under ISO 14001 from a nationally accredited registrar under the ISO 14001 program for the manufacturing facility where the specific MFD Resource being proposed is manufactured.

#### **38.0 Disaster Recovery and Business Continuity**

The Supplier shall possess and provide to OEM and/or Clients upon request, information about disaster recovery and business continuity programs including processes, policies, and procedures related to safety standards, preparing for recovery or continuation of Resource availability critical to Clients.

**39.0 Licenses, Right to Use and Approvals**

The Supplier shall obtain all licenses, right to use and approvals required in connection with the supply of the Deliverables. The costs of obtaining such licenses, right to use and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such license, right to use and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OEM shall be considered an approval by OEM for the Supplier to carry on such activity without the requisite license, right to use or approval.

## APPENDIX B – RATES AND RESOURCE SPECIFICATIONS

***Pricing as per the OEMC Appendix B of the Master Agreement, amendment 1 signed Nov 10th 2018, amendment 2 signed February 6th 2019, effective January 28th 2019 and amendment 3 signed March 4th 2019.***

### 1.0 Maximum Rates

The Resource Rates, as set out in a separate Microsoft Excel file entitled Appendix B – Rates and Resource Specifications, are firm maximum Rates for the first four (4) years of the Agreement in all geographic zones.

The Supplier may, however, lower its Rates for specific Client Resources without affecting the Rates in the Agreement.

The Rates shall be the firm maximum Rates for the Term of the Agreement if a Rate refresh is not exercised as noted below.

The Supplier shall invoice Clients at the lowest Rate if a Resource is offered on multiple OEMC Master Agreements then currently in place with Supplier.

In extenuating circumstances, OEMC may consider a Rate adjustment substantially effecting the provision of Resources resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OEMC. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Resources in this Agreement. OEMC will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

### 2.0 Resource Rate Methods

Clients, with the Supplier support, will determine the appropriate Resources and pricing method(s) based on their organizational needs.

- There are two (2) types of Rates applicable to the **MFD Resources**:
  - Operating rental cost plus cost per page ("CPP"); and,
  - Outright purchase plus CPP.
- The following three (3) types of Rates are applicable to **MPS Resources**:
  - CPP;
  - Maximum per diem Rates; and,
  - Software license Rates.
- The following Rate is applicable to **Professional Services Resources**:
  - Maximum per diem Rates.

Clients are seeking value for money, ease of use, efficient pricing methods to streamline day-to-day operations including invoicing and Agreement management. During Client-Supplier Agreement execution, the Client and Supplier may mutually agree to a blended CPP Rate for invoicing purposes only.

### 3.0 Optional Rate Refresh

OEMC's goal is to maintain Rates as low as possible for Clients. However, the Supplier may request a Rate refresh on the fourth (4<sup>th</sup>) anniversary of the Agreement or on the eighth (8<sup>th</sup>) year anniversary, if an extension is being exercised. For Clients, however, who have signed a sixty (60) month rental in the first or second year of the Agreement, the initial Rates shall stay in effect for the entire sixty (60) month period. If requesting a Rate refresh, the Supplier shall provide a written notice to OEMC at least one-hundred-and-twenty (120) days prior to the fourth (4<sup>th</sup>) anniversary of the Agreement or in the eighth (8<sup>th</sup>) year if an extension is being exercised.

As part of any review OEMC will consider Rate adjustments that reflect changes in operational adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, substantial fluctuations in foreign exchange Rates as published by the Bank of Canada, tariffs, or ordinances. Any such request from the Supplier must be

supported by the original equipment manufacturer ("OEM") and accompanied by documentation deemed appropriate by OEM. OEM will not consider any fixed costs or overhead adjustments in its review.

A substantial exchange rate fluctuation between the Canadian dollar ("CAD") and the United States dollar ("USD") shall be based on the following:

- A baseline rate will be established by using the applicable six (6) month average USD-to-CAD exchange rate. For example, the six (6) month average for the period July – December 2017 was one-point-two-six-two-zero-three-three-three-three (1.26203333);
- Where the applicable six (6) month average USD-to-CAD exchange rate has a variance of a plus or a minus five percent (+/- 5%) or greater to the baseline rate, a downward or upward adjustment in Rates may be considered; and,
- The applicable six (6) month average USD-to-CAD exchange rate used shall be as published by the Bank of Canada.

Any such request from a Supplier to increase Rates due to substantial fluctuations in the USD-to-CAD exchange rate, at the times set out above, must be accompanied by sufficient supporting evidence, as determined by OEM that demonstrates that the fluctuation in the exchange rate had direct impact on the Rates of the Resource.

Volumes and Agreement management performance (i.e. Performance Management Scorecard results) will be considered by OEM when contemplating the approval or rejection of a Supplier's Rate refresh request.

If a proposed Rate refresh was agreed upon between OEM and the Supplier, the new Rates would only be applicable to the Resources ordered after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice from OEM. If, however, a proposed Rate increase is not accepted by OEM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the Resources at the lower agreed upon Rates.

If a Rate refresh request is not requested by the Supplier, the Rates from the previous period shall remain in effect.

Decreases to the maximum Rates shall be accepted at any time during the Term of the Agreement.

The Agreement will be amended accordingly.

#### **4.0 No Minimum Volumes**

The Supplier will not be permitted to charge a minimum volume and/or dollar amount value for orders (e.g. related to copy impressions and/or the number of MFD Resources acquired) whatsoever during the Term of the Agreement.

#### **5.0 Ontario Electronic Stewardship Fees**

The Supplier shall participate in the Ontario Waste Electrical and Electronic Equipment ("WEEE") Program Plan and control the electronic waste produced through either a Supplier self-managed or third party hardware return and recycling program.

The Client shall be responsible for paying the Supplier's WEEE Rate per MFD Resource installed at their location.

#### **6.0 Early Termination Fees**

In the event a Client terminates one (1) or more MFD Resource prior to end of the fleet term (i.e. thirty-six (36), forty-eight (48) or sixty (60) months), the Supplier shall be entitled to collect an early termination fee on rental MFD Resources as set out in a separate Microsoft Excel file entitled Appendix B – Rates and Resource Specifications.

Early termination fees are not applicable to purchased MFD Resources.

#### **7.0 Pricing Audit and Management**

The Client, OEM, or OEM on behalf of a Client, may request Rate audits on Resources provided during the Term (including all Rates) of the Agreement. The Supplier shall provide supporting documents as deemed acceptable by the Client, OEM, or OEM on behalf of a Client within thirty (30) calendar days from the date of the request. The supporting documents for pricing audits may include but are not limited to quotations and final invoices, as applicable.

## APPENDIX C - CLIENT'S POLICIES AND GUIDELINES

[Clients may wish to insert their purchasing policies and guidelines under the Client-Supplier Agreement. For example, the Client's Accessibility for Ontarians with Disabilities policy, environmental policy, diversity policies/practices, etc.].

**APPENDIX D – GUARANTEED RESPONSE TIMES**

**[Insert applicable guaranteed response times or refer to Appendix C of the Master Agreement]**

## APPENDIX E – SUPPLIER’S ESCALATION PROCESS

### Escalation Process

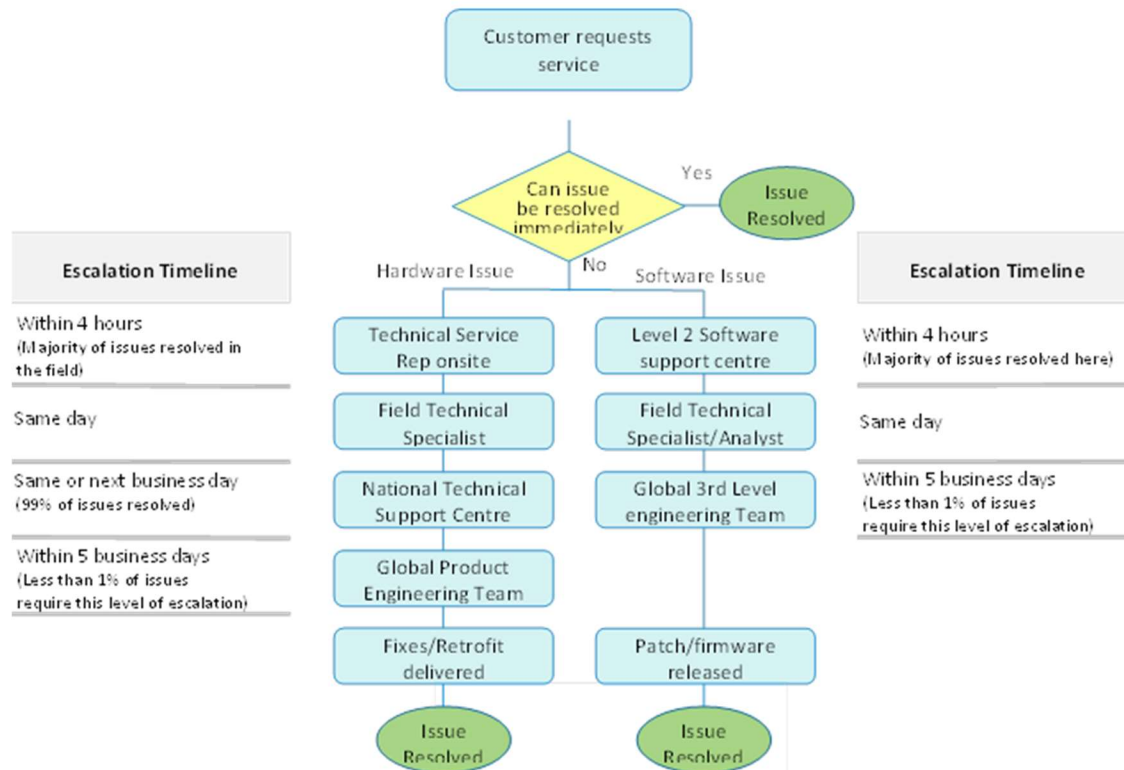
When necessary, a Technical Service Representative may need to escalate the issue to a higher level of support. There are numerous options to ensure significant issues are resolved as quickly and efficiently as possible. The specialists involved in the escalation process are experts with an average of 18 years technical experience.

### Hardware and Software Related Support

When the Technical Service Representatives (TSRs) are not able to solve the issue, they will escalate the call to the Supplier's field product specialists. These product specialists will visit the client to assist the TSR and restore the Resources to working order. They also have direct access to bilingual phone support based in National Support Centres in Toronto and Montreal, where the Supplier's technical specialists can immediately assist. The different Resources are available in these facilities, which uniquely allows the Supplier to replicate Client's environments and enable quick problem simulation.

The design and product development teams (engineers) are at the highest level in the escalation process. All the Supplier's product specialists in the St-Laurent Centre (Toronto and Montreal centres) can contact these teams located in Rochester, New York, and in El Segundo, California. If all standard options for issue resolution are exhausted the Product Specialist may request a replacement with an identical Resource, depending on the situation.

These various processes are described in the flow chart below:



## **APPENDIX F – SAMPLE IMPLEMENTATION PLAN**

### **Implementation Planning**

The process below is a sample of what the Supplier use for all fleet implementations. This process will be customized to meet the requirements and configurations of the Resources ordered for each Client.

Proven and experienced resources through the provision of dedicated Implementation Coordinators and Lean Six Sigma Certified Professionals assigned to support the project.

The Supplier will provide a single Implementation Coordinator to ensure consistency in delivery through all aspects of the project.

The Supplier will identify all the key milestones required, assumptions, risks, a detailed implementation plan and other key project requirements that will become the roadmap for implementation

Weekly/Monthly project updates will keep all stakeholders current on project status with early identification of areas that need to be addressed, and celebrating and communicating success along the way.

### **Activities in Scope of Implementation Management Support**

- order input
- Resource sourcing
- Resource configuration
- delivery and installation Resource
- training
- Supplier solution implementation
- coordination with Client contacts
- coordination of internal Supplier resources
- efforts toward seamless transition from prior vendor to Supplier

Examples of information gathered before the Supplier start deployment to ensure success is as follows;

- Where applicable, trades units are confirmed before the order is processed and linked to deliveries of new Resources
- All Resources pre-staged and tested to the requirements of the Client
- Where applicable, clone files are prepared and approved by the Client prior to deployment
- Network information is provided in advance
- Where applicable, accounting solution are in place and clones capture requirements
- Contact information / hours of operation/ and other site relevant information is gathered
- Client IT team is advised of the install dates and to allow them to prepare for new Resource deployments.
- The Supplier's service teams are advised of implementation plan and can be actively involved with day to day deliveries.

### **Activities Out of Scope of Implementation Management Support**

- image overwrite programming
- decommissioning of competitive Resource
- 3rd party solution implementation
- facilities renovation
- Infrastructure such as network drops and IP addresses (Client provided)
- electrical readiness

### **Remote Network Install**

The Supplier's Remote Network Installation is a free service that helps improve productivity and reduce down time

Our Analysts are equipped with the latest remote tools. These tools allow us to configure Client's Resource over the internet.

Remote Installation is done using industry leading technology at a time that is convenient to the Client. The Supplier will work with the Client step by step during the process and this will give Client the opportunity to learn how to maximize the use of their Resources.

With the Client's permission, Remote Install allows our analysts to:

- Install and configure print driver on Client's server or workstation.
- Configure the Client's optional services (scan to E-mail, scan to network, LDAP E-mail lookup, Supplier standard accounting).

Remote Network Install is designed to meet stringent IT security needs. Data transmission using

HTTPS Secure Socket Layer and 256 bit encryption in addition to multi-layer password authentication ensures the Client's privacy and confidentiality. The Remote Server facilities are monitored and protected on 24/7 basis.

As a security feature, the Client always maintain override control of the mouse and keyboard during any activity with the ability to shut down the remote session at any time.

### Sample Work Plan Tasks

IMPLEMENTATION PLAN	OWNER	DATE
<b>PROJECT START-UP PHASE</b>		
<b>Award the Contract</b>	<b>Client</b>	
Schedule meeting to clarify and finalize equipment requirements	Client and Xerox	TBA
Communication plan developed	Client and Xerox	TBA
Project Team responsibilities communicated	Xerox	TBA
Services defined and communicated to team	Xerox	TBA
Proof of Concept planned	Xerox	TBA
<b>Start-Up Meeting</b>		
Principals Identified - Key Contacts identified	Client and Xerox	TBA
Key Users Identified	Client and Xerox	TBA
Validate equipment requirements	Client and Xerox	TBA
Xerox Equipment & Software ordered	Xerox	TBA
Provide a communication plan during implementation of who to call	Xerox	TBA
Identify and help Client staff schedule for all aspects of change (IT/Maintenance/Electrician)	Client and Xerox	TBA
Validate location for the equipment and power	Client and Xerox	TBA
Validate network drop(s) location	Client and Xerox	TBA
Validate power requirements	Xerox	TBA
<b>Site Check</b>		
Develop floor plan	Client and Xerox	TBA
Change Electrical – network drops	Client	TBA
Final Inspection and Check to ensure compliance – power, network drops	Xerox	TBA
Gather IP addresses from Client	Xerox	TBA
<b>PROJECT START-UP PHASE COMPLETE</b>		

IMPLEMENTATION PLAN	OWNER	DATE
<b>Equipment Delivery/Set-Up</b>		
IT deploys print drivers as per OS versions and Xerox recommendations	Client and Xerox	TBA
Xerox Solutions all HW and SW scheduled for delivery at identified location	Xerox	TBA
Xerox Service Technicians and Analysts are scheduled	Xerox	TBA
Riggers delivers all Xerox MFDs and accessories	Xerox	TBA
Service Tech dispatched to install the Xerox Printers	Xerox	TBA
Pre-test operability of the Printers including assigned SW license enablement	Xerox	TBA
Load latest software on the Printer	Xerox	TBA
<b>Solution Configuring</b>		
Connect devices to network	Xerox	TBA
Testing and Production Tune up of all Xerox Printers HW and SW	Client and Xerox	TBA
Establish and set system defaults	Client and Xerox	TBA
<b>Supplies</b>		
Initial Xerox supply order communicated, ordered (one set will come with delivery of device)	Client	TBA
Ensure that supplies list for new equipment is provided to the customer	Xerox	TBA
Xerox supplies received and validated	Client	TBA
<b>Training</b>		
Initial Operator/User Training	Xerox	TBA
Follow up Operator/User Training	Xerox	TBA
<b>PROJECT IMPLEMENTATION PHASE COMPLETE</b>		

IMPLEMENTATION PLAN	OWNER	DATE
<b>Ongoing Support</b>		
Ad hoc Refresher Training	Client and Xerox	TBA
On-Going Support Plan- Document outlining future training, applications, support, etc.	Xerox	TBA
Quarterly Performance Review <ul style="list-style-type: none"> <li>Performance Review</li> <li>Observations &amp; Trends</li> <li>Innovation Ideas</li> <li>Next Steps</li> </ul>	Client and Xerox	TBA

## Milestones

For quality control, the Supplier will report on Implementation Success Measures

- Incident log for tracking of all projects
- YTD reporting available
- Success Measures have been bucketed in 9 distinct categories (see below)
- Target for all measures has been established at 96%

## Contingency

The Supplier will test all Resources prior to install, should a Resource not be operating to specifications the Supplier will notify the Client and arrange either for a new Resource or repair existing Resource. Hot swaps are available if required.

## Dependencies

Project Governance that will foster a collaborative, consultative approach that ensures alignment to the project as well measurements of success.

## Resources

Achieving successful outcomes isn't about technology alone; it also takes great people with the right skills. The Supplier has an implementation team of 6 Coordinators with 3 to 25 years of deployment experience each. In 2015 and 2016 respectfully the Supplier has supported over 40 large fleet projects per year, totaling over 20,000 successfully installed Resources across the country.

This group allows us to leverage experience obtained from prior implementations combined with a defined process to ensure a positive install experience for our Clients.

## Training

Training will be scheduled and provided based on the Client's requirements.

Timelines

Supplier will have a pre-install meeting with Clients to discuss and confirm the implementation plan and the objectives outlined below.

- Faultless installation of all Resource by \_\_\_\_\_ (date).
- Successful testing of all applications by \_\_\_\_\_ (date).
- Completion of all training by \_\_\_\_\_ (date).
- Client acceptance of Supplier solution by \_\_\_\_\_ (date).

## Risk and Risk Mitigation

All Phases of TTMP include disciplined and detailed Project Governance to ensure that elements are completed as required, on -time, and communicated appropriately. Critical to the success of the project will be reflected in our ability to address the issues of managing the resistance and discomfort experienced by end users when new processes or technology are introduced. As people are the true assets of any organization, special attention is needed to gain acceptance and adoption of the solution

Through the combination of our proven methodology and lessons learned from other successful projects, the Supplier will ensure a comprehensive project plan and seamless transition. The Supplier will complete the project on time, on specification and with the desired outcomes.

## Mitigating Security Risks

The Supplier believes comprehensive, multi-layer security that is easy to deploy and manage is a critical factor in the success of any business or organization of any size. With our McAfee partnership, our security is stronger and more comprehensive than any competitor's fleet. The Supplier spans four key aspects in our approach: intrusion prevention, Resource detection, document and data detection and external partnerships like McAfee. McAfee's whitelisting technology, which constantly monitors and automatically protects against malware attacks, comes embedded in all ConnectKey AltaLink Resources. When services and solutions are required to complement our Resources, our managed print services offerings continue the security philosophy with an approach that prevents, detects, protects and reports.

The Supplier's ConnectKey Technology provides the most comprehensive range of advanced features and technologies to help ensure Client's confidential information stays secure. The Supplier's technology is tested and validated to ensure protection against unauthorized access, and to keep Client's business compliant with standards across multiple key industries. Ready out of the box, Supplier's standard security includes features, such as 256-bit hard drive encryption, McAfee protection powered by Intel Security and secure printing.

**ConnectKey Technology equals a risk free investment**

Buyers Laboratory, Inc. (BLI), an independent evaluator of document imaging Resources, chose Supplier based on the following criteria:

- Wide range of document imaging solutions for office, enterprise and production-print Clients.
- Outstanding portfolio of Supplier proprietary software.
- Unmatched breadth of third-party/independent software vendor (ISV) partner applications the Supplier offers Clients.
- Strong showings in tests conducted by BLI in key areas such as: feature set, productivity, ease of use and value.
- Best rankings in print management and mobile printing applications.

**APPENDIX G – AUTHORIZED DEALERS**

Advanced Office Solutions Inc.
Core Business Solutions
DBS Central
Digital Business Systems
Digital Business Systems East
Digital Office Solutions
Document Xcellence
HubTGI Central
HubTGI West
Kap Data (2011)
PartnerIT Corporation
Red X East
Red X Technologies
RIS Document Solutions
Superior Digital Solutions Inc.
Thunder Bay Xerographix Inc
Tri-County Copiers Plus
Urban-X Solutions Inc.
Vertex Consulting

## APPENDIX H – OECM CLIENTS BY ZONE

Zones	School Board Clients			College Clients	University Clients
Central	Brant Haldimand Norfolk Catholic DSB	Hamilton-Wentworth DSB	Waterloo Catholic DSB	Centennial College	Brock University
	CSD catholique Centre-Sud	Hastings and Prince Edward DSB	Waterloo Region DSB	Conestoga College Institute of Technology and Advanced Learning	University of Guelph
	CSD du Centre Sud-Ouest	Kawartha Pine Ridge DSB	Wellington Catholic DSB	Durham College of Applied Arts and Technology	McMaster University
	DSB of Niagara	Niagara Catholic DSB	York Catholic DSB	George Brown College of Applied Arts & Technology	OCAD University
	Dufferin-Peel Catholic DSB	Peel DSB	York Region DSB	Georgian College of Applied Arts and Technology	Ryerson University
	Durham Catholic DSB	Peterborough Victoria Northumberland and Clarington Catholic DSB		Humber College Institute of Technology & Advanced Learning	University of Toronto
	Durham DSB	Simcoe County DSB			Trent University
	Grand Erie DSB	Simcoe Muskoka Catholic DSB		Loyalist College of Applied Arts and Technology	University of Ontario Institute of Technology
	Halton Catholic DSB	Toronto Catholic DSB		Mohawk College of Applied Arts and Technology	University of Waterloo
	Halton DSB	Toronto DSB		Niagara College of Applied Arts and Technology	University of Western Ontario
	Hamilton-Wentworth Catholic DSB	Trillium Lakelands DSB		Seneca College of Applied Arts and Technology	Wilfrid Laurier University
		Upper Grand DSB		Sheridan Institute of Technology and Advanced Learning Fleming College	York University
East	Algonquin and Lakeshore Catholic DSB	Limestone DSB	Upper Canada DSB	The Algonquin College of Applied Arts and Technology	Carleton University
	Catholic DSB of Eastern Ontario	Ottawa Catholic DSB		Canadore College of Applied Arts and Technology	University of Ottawa
	CSD catholique de l'Est Ontarien	Ottawa-Carleton DSB			Queen's University
	CSD catholique du Centre-Est de l'Ontario	Renfrew County Catholic DSB		La Cité collégiale	
	CSD des écoles publiques de l'Est de l'Ontario	Renfrew County DSB		St. Lawrence College of Applied Arts and Technology	
North East	Algoma DSB	CSD du Nord-Est de l'Ontario	Nipissing-Parry Sound Catholic DSB	Cambrian College of Applied Arts and Technology	Algoma University
	CSD catholique des Grandes Rivières	DSB Ontario North East	Northeastern Catholic DSB	Collège Boréal	Laurentian University
	CSD catholique du Nouvel-Ontario	Huron-Superior Catholic DSB	Rainbow DSB	Sault College	Nipissing University
	CSD catholique Franco-Nord	Near North DSB	Sudbury Catholic DSB		
	CSD du Grand Nord de l'Ontario				
North West	CSD catholique des Aurores Boréales	Lakehead DSB	Superior North Catholic DSB	Confederation College of Applied Arts and Technology	Lakehead University
	Keewatin-Patricia DSB	Northwest Catholic DSB	Superior-Greenstone DSB	Northern College of Applied Arts and Technology	
	Kenora Catholic DSB	Rainy River DSB	Thunder Bay Catholic DSB		
West	Avon Maitland DSB	Lambton Kent DSB		Fanshawe College of Applied Arts and Technology	University of Windsor
	Bluewater DSB	London District Catholic SB		Lambton College of Applied Arts and Technology	
	Bruce-Grey Catholic DSB	St. Clair Catholic DSB		St. Clair College of Applied Arts and Technology	
	CSD des écoles catholiques du Sud-Ouest	Thames Valley DSB			
	Greater Essex County DSB	Windsor-Essex Catholic DSB			
	Huron-Perth Catholic DSB				

[End of Client-Supplier Agreement]

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx/20**

(Being a by-law to approve an Agreement with Nor Col EZ Dock awarded through the tender process)

WHEREAS on November 9, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities which awarded the tender for supply of Marina Docks to Nor Cal EZ Dock (Tender No. 20-OF-12);

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That pursuant to the award of tender 20-OF-12, the following agreement in the form of the schedule 'A' attached to this by-law be approved for the Mayor and Clerk to sign and affix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23<sup>rd</sup> day of November 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

**SCHEDULE 2****AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

NOR COL E2 DOCK

(herein sometimes referred to as the "Tenderer" or the "Contractor")

- and -

The Corporation of the Town of Fort Frances  
(the "Town")

Whereas the Contractor has represented to the Town that the Contractor is well able to perform the Work described in the Tender Documents for the respective Total Unit Price(s), quoted by the Tenderer in the Tender.

Now therefore the Contractor and the Town (herein sometimes referred to as the "Parties") undertake and agree as follows:

1. The Tenderer shall perform and complete the Work:
  - (a) to, and for, the benefit and satisfaction of the Town, in accordance with the Tender Documents;
  - (b) for the respective Total Unit Price(s) and Total Prices quoted by the Tenderer in the Tender Forms except as may be increased or decreased by increase or decrease in taxes (such as HST) as set out in paragraphs 3 and 4 of the Tender Forms.
2. The Tender Documents shall collectively be and the whole shall constitute the Contract between the Parties.

3. The Town agrees to pay to the Contractor in lawful money of Canada for the performance of the Work with the amounts to be paid on account thereof being determined by actual measured quantities in accordance with the Specifications and Other Provisions and subject to adjustments, additions, deductions and deletions as provided in and by the Tender Documents. The Town shall pay on account thereof upon the approval of the Town Manager, Operations and Facilities Division (in the Tender Documents the Town Manager, Operations and Facilities Division is sometimes referred to as the "Manager"). Upon receipt of invoices, any adjustments to monies owing will be made with notification to the Contractor.
4. If the Town fails to make payments to the Contractor as they become due under the terms of the Tender Documents, interest equal to the current bank prime rate + 2% per annum on such unpaid amounts shall become due and payable until payment.
5. If:
  - (a) the Contractor should be adjudged bankrupt, or becomes insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed of the Tenderer or the Tenderer's business or any part thereof; or
  - (b) a petition in bankruptcy for liquidation, reorganization, or other proceeding, is filed by or against the Tenderer;
  - (c) the Contractor fails or neglects to properly perform or complete the Work or otherwise fails to comply with the requirements of the Tender Documents (including, without limitation, failure to meet specifications, or to meet delivery dates, or otherwise)

the Town may, without prejudice to any other right or remedy it may have, terminate this Agreement by giving the Contractor written notice.

The Contractor's obligation under the Tender Documents as to quality, correction and warranty of the work performed by him up to the time of termination shall continue in force after such termination.

6. Time shall in all respects be of the essence.
7. Neither this Agreement nor any rights or entitlements under it shall be assignable or transferable by the Contractor without the prior written consent of the Town.
8. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if:

- (a) delivered personally;
- (b) sent by prepaid courier service or mail; or
- (c) sent prepaid by telecopier, telex or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed,

- (i) in case of notice to the Town, as follows:


320 Portage Avenue  
FORT FRANCES, Ontario  
P9A 3P9  
Attention: Administrator


- (ii) in case of the Contractor, as follows:

Box 8  
50 North Colonization Rd  
Gimli, MB  
ROC 1B0

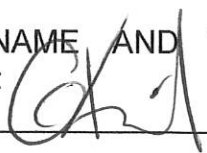
Any notice so given shall be deemed conclusively to have been given and received when so personally delivered or sent by telex, telecopier or other electronic communication or on the second day following the sending thereof by private courier or mail. Any Party hereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

IN WITNESSETH WHEREOF the Parties hereto have executed this Agreement.

  
\_\_\_\_\_  
Witness to signature of Tenderer

SIGNATURE OF CONTRACTOR:  
  
\_\_\_\_\_  
If a corporation, the person signing has the authority to bind such corporation

Print name of Witness:

Marizelle WhartonPRINT NAME AND TITLE OF PERSON  
SIGNING:IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:G-KRU ENTERPRISES LTD

Address of Witness:

Box 264, 212 Maple Ave.  
Winnipeg Beach, MB R0C3G0

Address of Contractor:

Box 8, 50 North Colonization Rd  
Gimli, MB R0C1B0

Phone Number of Witness:

204-229-4931

Phone Number of Contractor:

204 642-7064

Fax Number: \_\_\_\_\_

Cell Number:

204 791-1904

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_

per: \_\_\_\_\_

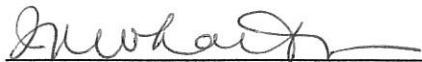
I/we have authority to bind the Town

**SCHEDULE 3****OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

The undersigned Tenderer, NOR COL EZ Dock  
shall and does hereby agree and confirm that:

1. it is aware that the Town places great importance on the compliance with and adherence to the Occupational Health and Safety Act (the "Act") and the safety standards and policies of all authorities having jurisdiction;
2. all Work performed by the Tenderer or on its behalf shall be in conformity with the Act and the construction, health, and safety standards and policies of all authorities having jurisdiction;
3. the Tenderer and its employees, personnel, contractors, subcontractors, agents and/or representatives are knowledgeable and well versed in and with the requirements of, the Act and the safety procedures required for during the performance and completion of the Work;
4. all persons involved with the Work shall be required to wear proper safety equipment at all times; and
5. the Tenderer shall be solely responsible for, and the Tenderer shall not hold nor seek to hold the Town responsible in any way for, any violations of the Act or the failure of the Tenderer to comply with and adhere to the safety standards and policies of any and all authorities having jurisdiction.

SIGNATURE OF CONTRACTOR:



Witness to signature of Tenderer



If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

Marielle Wharton

PRINT NAME AND TITLE OF PERSON SIGNING:

Garth Krulicki

IF A CORPORATION, PRINT PROPER NAME  
OF CORPORATION:

G-KRU ENTERPRISES LTD

Address of Witness:

Box 264, 212 Maple Ave  
Winnipeg Beach, MB R0C3G0

Address of Contractor:

Box 8, 50 North Colonization Rd  
Gimli, MB R0C1B0

Phone Number of Witness:

204-229-4931

Phone Number of Contractor:

204 642-7064

Fax Number: \_\_\_\_\_

Cell Number: 204 791-1904

The Corporation of the Town of Fort Frances  
per:

\_\_\_\_\_

per:

\_\_\_\_\_

I/we have authority to bind the Town

Date: \_\_\_\_\_, 2020.

**TOWN OF FORT FRANCES**

**BY-LAW NO. xx~20**

(Being a by-law to authorize the entering into of a land lease agreement with Canadian National Demolition at the Fort Frances Municipal Airport)

WHEREAS on October 13, 2020, Council approved a report from T. Rob, Manager of Operations & Facilities as recommended by the Operations & Facilities Executive Committee which authorized entering into a land lease agreement with CND for a temporary mobile work camp set up at the airport.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the following land lease agreement, in the form attached hereto as Schedule “A” to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 23<sup>rd</sup> day of November, 2020.

\_\_\_\_\_  
J. Caul, Mayor

\_\_\_\_\_  
E. Slomke, Clerk

LAND LEASE

FORT FRANCES AIRPORT

2020 November

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Land Term Certain

THIS INDENTURE made this

BETWEEN:

THE CORPORATION OF THE  
TOWN OF FORT FRANCES

(hereinafter called  
“The Lessor”),

OF THE FIRST PART

- and-

CANADIAN NATIONAL DEMOLITION  
SERVICE

(hereinafter called  
“The Lessee),

OF THE SECOND PART.

WITNESSES that the Lessor, in consideration of the rents, covenants, provisoes and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 4677.66 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule “A”.

AND the Parties hereto agree as follows:

## ARTICLE 1

## DEFINITIONS

- (1) The word “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the Corporation of the Town of Fort Frances;
- 2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party or parties of the second part as above designated or described, and their or any of their executors, administrators, successors or assigns;
- (3) The words “Airport Manager” shall mean the Airport Superintendent, the person holding that position, or acting in the capacity of the Airport Superintendent, of the Fort Frances Municipal Airport, for the time being.

## ARTICLE 2

### PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building”) and the said land shall be used for the construction of a temporary, self-contained work camp for the duration of the demolition of the former Mill and related structures.

## ARTICLE 3

## TERM

## 3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1<sup>st</sup>) day of November 2020 for a period of Twenty-Four (24) months and then fully to be completed and ended.

## 3.02 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

## 3.03 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said premises, shall at any time during the term hereby granted be destroyed or so damaged as to render the said premises unfit for occupancy, the Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair. If the Lessee decides not to repair, it may terminate this Lease by Notice, in writing, giving to the Lessor within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

### 3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

### 3.05 TERMINATION

If the demolition project for which the camp will be used is completed in advance of the lease term the Lessee may terminate this Lease by Notice, in writing, giving to the Lessor ninety (90) days prior to the termination; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

## ARTICLE 4

## RENT

## 4.01 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

- (1) For the term commencing on the 1st day of November, 2020 and ending on the 1<sup>st</sup> day of November 2022.
- (2) 15,064.40 HST included, per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:
 

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9  
Attention: Town Clerk
- (3) The land lease rate shall be renegotiated at the end of the 24 month term if required.

## 4.02 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

## 4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

## ARTICLE 5

## LEASED PREMISES, SERVICES AND IMPROVEMENTS

## 5.01 "AS IS" CONDITION

The Lessee accepts the said leased premises in an "as is" condition and improvements made to the said leased premises by the Lessee at any time during the currency of this lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

## 5.02 ACCESS

- (1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.
- (2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use. At no time is anyone from this work camp permitted to directly access the apron or any aircraft operational areas ever. Gated access to the area shall remain secure upon entry and egress of the airport property to prevent wildlife and unauthorized access at all times.

## 5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager. The lessee will develop the land use area as they see fit and then upon termination of the lease, return the land to the correct grade and landscape surrounding the area.

## 5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee,

will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

## 5.05 SERVICES

- (1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system, and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager/ O&F Division Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.
- (2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.
- (3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager/ O&F Division Manager.

## 5.06 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplies by the Lessor hereunder.

#### 5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and renew, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

#### 5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

#### 5.09 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

#### 5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to or policing of, the said land and any improvements by virtue of this lease agreement.

#### 5.11 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

## 5.12 ADVERTISING

The Lessee shall not construct, erect, place or install on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

## 5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

## 5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

### 5.15 REPAIR OF DAMAGE

If, any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charge as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non repair by the Lessor, the Lessee shall remain liable to the Lessor for the amount of such damage or injury to the extent the Lessee is liable therefore in law and payment of such amount shall be made by the Lessee to the Lessor forthwith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

### 5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- (1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.
- (2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager/ O&F Division Manager. The Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager/ O&F Division Manager.

- (3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

#### 5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to the said lease premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

#### 5.18 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description that may at any time during the existence of this Lease be lawfully imposed, and become due and payable, upon, or in respect of the said leased premises or any part thereof.

## 5.19 COMPLIANCE WITH REGULATIONS

- (1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.
- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.
- (3) The Lessee shall comply with all applicable standards and specifications as required by the Ontario Building Code 2012 (O. Reg 332/12) as well as O. Reg 507/17 related to Camps in Unorganized Territory, as they apply to the said building and leased premises.

## 5.20 BUILDING AND SITE SPECIFICATIONS

The work camp will be laid out according to drawings provided and agreed upon by the Airport Manager and the O&F Division Manager. The work camp structures shall be installed on firm base granular material with proper cribbing/stands to support the weight of the structures and provide stable footing. Entry doors shall be provided with suitable ramps, stairs and landings for egress. Structures shall be suitably grounded and bonded and meet all approvals under the Electrical Code and Electrical Safety Authority as required. The Lessee will be responsible for the setting up, installation and monthly billing of electrical services. The Lessee shall be responsible for satisfying their need for potable water and sanitary sewage disposal as well as any permits that may be required. All site preparations will be required to look neat, not shed dust or debris and allow for proper grass cutting and snow removal as required.

The camp will be laid out in such a manner to facilitate expeditious snow removal and allow for landscape maintenance activities when required. For the purposes of this agreement snow removal completed by the Airport Staff shall include: the entrance roadways, parking areas and other open areas between the camp and the main roadway.

There shall be a designated smoking area with suitable receptacles. This site shall be as far away from the Air Side environment as possible and shall be kept tidy.

ARTICLE 6

ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment, transfer or sub-lease.

## ARTICLE 7

## LIABILITY AND INDEMNITY

## 7.01 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

## 7.02 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

## ARTICLE 8

## INSURANCE

In lieu of insurance the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Town of Fort Frances while acting within the scope of his duties or employment.

## ARTICLE 9

## FIRE PROTECTION

## 9.01 GENERAL

**WHEREAS** Section 2. (5) (a) of the *Fire Protection and Prevention Act, 1997*, S.O. 1997, c.4, authorizes a municipality to enter into an agreement to, provide such fire protection services as may be specified in the agreement to lands or premises that are situated outside the territorial limits of the municipality;

**AND WHEREAS** The Town of Fort Frances operates a fire protection service and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act, 1997*, through their respective fire department;

**AND WHEREAS** The Town of Fort Frances is willing and prepared to make available fire protection services to the Canadian National Demolition Service Man Camp located at the Town of Fort Frances Municipal Airport via on certain terms and conditions;

**NOW THEREFORE**, in consideration of the conditions, considerations and payments herein contained, Canadian National Demolition Service Man Camp located at the Town of Fort Frances Municipal Airport & the Town of Fort Frances mutually agree as follows:

## 9.02 DEFINITIONS

- a) **“Designate”** means a person who, in the absence of the Fire Chief, has the same powers and authority as the Fire Chief.
- b) **“Fire Protection Agreement Services Fees”** means the following:

**STANDING FEE** is the current hourly MTO rate + HST on a monthly basis. The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall also apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation’s rate structure.

- c) **“Fort Frances Fire Rescue Service”** means the Town of Fort Frances Fire Rescue Service.
- d) **“Incident Commander”** means the person in command of an incident, also referred to in this Agreement as IC.
- e) **“Fire Protection Services”** means and includes the activities defined in the *Fire Protection and Prevention Act*, more particularly described as including fire suppression, rescue and emergency services, and the delivery of all those services.
- f) **“Sufficient Resources”** means staffing and equipment to provide a response that meets the most current OFM guidelines for the particular emergency type.

- g) **“Limited Services”** refers to a variation of services differentiating from the norm as a result of extenuating circumstances, including but not limited to, levels of training, resources available, environmental variables, obstructions, roads, public highways, remote properties, private road ways, lanes, drives, and access.

#### 9.03 CONDITIONS OF RESPONSE

- a) Fire apparatus and personnel that will respond to occurrences in the fire area of the Canadian National Demolition Service Man Camp located at the Town of Fort Frances Municipal Airport will constitute sufficient apparatus and firefighters to accomplish the specific services identified in the agreement.
- b) Notwithstanding Section 1 above, the fire chief, or designate, may refuse to supply the described response to occurrences if such response personnel, apparatus, or equipment are required in the Town of Fort Frances, elsewhere, or under the provisions of the Rainy River District Mutual Aid Plan. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment and/or personnel that is responding to or is at the scene of an incident in the fire area of the Canadian National Demolition Service Man Camp located at the Town of Fort Frances Municipal Airport, should life and/or property within the Town of Fort Frances be threatened.
- c) Canadian National Demolition Service Man Camp located at the Town of Fort Frances Municipal Airport and/or another agency shall be responsible to regularly grade and remove the snow on the roads so that the Fort Frances Fire Rescue Service will have good access to all Buildings and Structures.

#### 9.04. BILLING CONDITIONS

- a) The Fire Protection Fee (**STANDING FEE**) will be payable on a monthly basis. As well, the Fire Protection Fee will be payable on a monthly basis if any Fire and Emergency Service Response Calls were actioned.
- b) The current hourly MTO rate + HST per piece of apparatus for the first hour and the current MTO rate + HST per piece of apparatus for every half hour thereafter, for each Fire and Emergency Service Response Call shall apply. This rate shall automatically change to reflect incremental changes to the Ministry of Transportation's rate structure.

The payments made to the Town of Fort Frances under this Agreement shall be accepted by the Town of Fort Frances as full compensation for all services furnished by it under this Agreement, for all losses, costs, damages, arising out of the performance by the Town

of Fort Frances of these services and for all expenses incurred by or in consequence of any delay or suspension or discontinuance of these services.

## ARTICLE 10

## DEFAULT AND RE-ENTRY

## 9.01 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
- (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable; or
  - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
  - (c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or; in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

- (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.
- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

#### 9.02 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

## ARTICLE 11

## GENERAL

## 11.01 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

## 11.02 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of it-self cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

## 11.03 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

## 11.04 EFFECT OF LEASE

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

#### 11.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### 11.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

#### 11.07 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

#### 11.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

#### 11.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

ARTICLE 12

NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor:           Town Clerk  
                                  Town of Fort Frances  
                                  320 Portage Avenue  
                                  Fort Frances, Ontario  
                                  P9A 3P9

To the Lessee:           \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

                                  \_\_\_\_\_

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.

) THE CORPORATION OF THE  
) TOWN OF FORT FRANCES  
)  
)  
)  
) \_\_\_\_\_

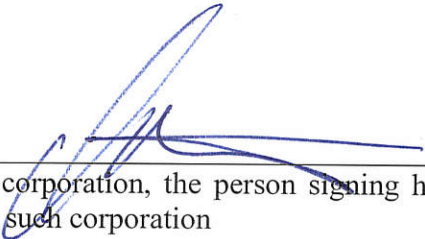
) Mayor  
)  
)  
) \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
by the Lessee in the presences of  
) Clerk  
)  
)  
)  
) \_\_\_\_\_

Witness

SIGNATURE OF LESSEE:

\_\_\_\_\_  
Witness to signature of Lessee

  
\_\_\_\_\_  
If a corporation, the person signing has authority to bind such corporation

Print name of Witness:

\_\_\_\_\_

PRINT NAME AND TITLE OF PERSON SIGNING:

Jeff Norton President

IF A CORPORATION, PRINT PROPER NAME OF CORPORATION:

Canadian National Remediation Inc.

Address of Witness:

\_\_\_\_\_  
\_\_\_\_\_

Address of Lessee:

7901 Corv 4  
Vxbridge ont L9P1R1

Phone Number of Witness:

\_\_\_\_\_

Phone Number of Lessee:

905-830-2663.

Fax Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

**THAT** the following Councillor appointments be approved for a two-year term ending November 14, 2022 (Committee Chairs to be selected by their respective committees):

- 1) Deputy Mayor: A. Hallikas
- 2) Administration and Finance Executive Committee: W. Brunetta, D. Judson, A. Hallikas
- 3) Planning and Development Executive Committee: W. Brunetta, D. Judson, J. McTaggart
- 4) Operations and Facilities Executive Committee: R. Wiedenhoeft, M. Behan, J. McTaggart
- 5) Community Services Executive Committee: R. Wiedenhoeft, A. Hallikas, M. Behan
- 6) Citizen of the Year Committee: M. Behan, R. Wiedenhoeft
- 7) Court of Revisions: R. Wiedenhoeft, D. Judson
- 8) Regional Economic Development Committee: W. Brunetta
- 9) Fort Frances Chamber of Commerce: M. Behan
- 10) First Nations Relations Advisory Committee: Mayor J. Caul, A. Hallikas, D. Judson
- 11) Sister Betty Kennedy Centre Board of Management: J. McTaggart, W. Brunetta
- 12) Town of Fort Frances Police Services Board: J. McTaggart
- 13) Moffat Family Fund Steering Committee: Mayor J. Caul, J. McTaggart, M. Behan
- 14) Northwestern Health Unit: to be determined
- 15) Fort Frances Homelessness Committee: A. Hallikas
- 16) Rainy River District Municipal Association Executive: M. Behan
- 17) Negotiating Committee – CUPE Local 65: Mayor J. Caul, W. Brunetta, D. Judson
- 18) Negotiating Committee – Fort Frances Professional Fire Fighters Association: Mayor J. Caul, J. McTaggart, A. Hallikas
- 19) Theatre Management Advisory Committee: R. Wiedenhoeft
- 20) Fort Frances Public Library Board: A. Hallikas, M. Behan
- 21) Business Improvement Area Board of Management: D. Judson
- 22) Salary Structure and Administration Practices Committee: Mayor J. Caul, J. McTaggart
- 23) Municipal Control Group: Mayor J. Caul – Alternate: A. Hallikas
- 24) Fort Frances Municipal Non-Profit Housing Corporation: W. Brunetta, A. Hallikas
- 25) Rainy River District Social Services Administration Board: A. Hallikas
- 26) Doctor Recruitment and Retention Committee: W. Brunetta, R. Wiedenhoeft
- 27) Fort Frances Community Clinic: W. Brunetta
- 28) Museum Advisory Committee: J. McTaggart

**AND FURTHER THAT** the Mayor is ex-officio member of all Town boards, commissions and committees.

<b>Fort Frances</b>	<b>RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION</b>	
<b>Atikokan</b>	<b>OFFICE OF THE SECRETARY-TREASURER</b>	<b>Rainy River</b>
<b>Alberton</b>	<b>P.O. Box 4</b>	<b>Dawson</b>
<b>La Vallee</b>	<b>BARWICK, ONTARIO</b>	<b>Lake of the Woods</b>
<b>Emo</b>	<b>P0W 1A0</b>	<b>Morley</b>
		<b>Chapple</b>

**Phone: (807) 487-2354   Email: [cao@chapple.on.ca](mailto:cao@chapple.on.ca)**

November 6, 2020

District of Rainy River Municipalities

Dear Mayor/Reeve & Councillors:

Please find attached a notice of the Rainy River District Municipal Association AGM to be held virtually on Saturday, January 16, 2021. A form is attached also for your use in registration of your delegates.

Please note that with the RRDMA President, Vice-President and Committee/Board positions, the term for these offices is now 2 years.

If your council wishes to have a resolution placed on the floor at the RRDMA annual general meeting on Saturday, January 16, 2021, please forward them to me or Deb Ewald, ([debjewald@live.ca](mailto:debjewald@live.ca)), Town of Rainy River, Chair of the Resolutions Committee, by December 16, 2020, in electronic format. This would include any resolutions that are to be put before the spring NOMA conference and AGM.

Thank you for your consideration of this at your earliest convenience.

Sincerely,



Peggy Johnson  
Secretary-Treasurer

**RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION  
OFFICE OF THE SECRETARY-TREASURER  
P.O. Box 4, Barwick, Ontario, P0W 1A0  
Ph. 487-2354 or 271-0911 e-mail: cao@chapple.on.ca**

**November 6, 2020**

**TO: ALL MUNICIPALITIES  
DISTRICT OF RAINY RIVER**

**FROM: Peggy Johnson, Secretary-Treasurer, RRDMA**

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**\* \* \* NOTICE \* \* \***

The Rainy River District Municipal Association will be hosting its 30<sup>th</sup> Annual General Meeting and Conference on Saturday, January 16<sup>th</sup>, 2021 virtually. The Executive is currently making inquiries into what platform will work best and arranging for a mediator. The Conference will begin at 9:00 a.m.

Please use the attached registration form for registering your municipal delegates.

A preliminary agenda will be distributed following the Executive Meeting to be held December 16, 2020. There will be no registration fee for the virtual Annual General Meeting.

The business of the AGM will include, among other matters, election of representatives of our Association for positions on the following organizations:

Association President/NOMA Vice-President – Two year term.

Association Vice-President – Two year term.

NOMA Board – Two municipal council representatives and one municipal staff person. Term is for two years.

Rainy River District Veterinary Services Committee – One representative. Two year term.

Rainy River Valley Agricultural Society – One representative. Two year term.

Rainy River District Stewardship – One representative. Two year term.

**Safe Communities Rainy River District – One representative. Two year term.**

**Northwestern Health Unit Board – One representative. Four year term.**

**Please advise through formal nomination by your council before December 31, 2020 if there are members of your council interested in one of these positions.**

**Nominations of candidates to these positions are to be submitted to the RRDMA Secretary-Treasurer or Rilla Race, Reeve, Township of Chapple, Chair of the Nominations Committee ([rilla.race@chapple.on.ca](mailto:rilla.race@chapple.on.ca)).**

# **RAINY RIVER DISTRICT MUNICIPAL ASSOCIATION** **MUNICIPAL DELEGATE REGISTRATION FORM** **30th ANNUAL GENERAL MEETING AND CONFERENCE**

**VIRTUAL CONFERENCE****JANUARY 16<sup>th</sup>, 2021****DELEGATE:** Free

NAME/S	TITLE	CONTACT INFORMATION Email/Phone

**REPRESENTING:** \_\_\_\_\_

**MAIL TO:** Peggy Johnson  
 Secretary-Treasurer, R.R.D.M.A.  
 P.O. Box 4  
 Barwick, Ontario  
 P0W 1A0

**EMAIL:** cao@chapple.on.ca**Phone:** 807-487-2354 or 807-271-0911

# ROMA 2021 VIRTUAL CONFERENCE

## JANUARY 25-26, 2021



ROMA is pleased to announce the launch of *ROMA: Connecting Rural Ontario*.

ROMA's 2021 Conference will be a virtual event. The conference remains an opportunity to connect with colleagues and the province, and learn from experts on important and timely rural issues. All the content will be recorded and will be available for delegates to access following the conference - which means you will be able to access every single session.

### PROGRAM

*ROMA: Connecting Rural Ontario* will provide a robust two-day program that addresses topical and important issues facing rural municipalities.



Chantal Hébert, national affairs writer for the Toronto Star, guest for the magazine *L'Actualité* and a regular commentator on CBC's *The National*'s weekly *At Issue* panel, will open the conference by discussing public policy in the national context.

The ROMA Annual Conference is also your opportunity to get updated on issues impacting rural communities. This year, the program will include topics such as:\*

- Broadband
- Flooding
- Seniors' services and aging in rural communities
- Community Safety and Well-Being Plans
- Waste: full producer responsibility

- OPP matters
- Municipal impact of cannabis growing
- Digital government and virtual meetings
- Community paramedicine
- Implicit and explicit bias

Delegates will also hear from provincial leaders, have the opportunity to ask the experts at the Michael J. Smither Panel, and learn from political commentator, Chantal Hébert.

*\*topics are subject to change*

---

## REGISTRATION

Registration is now open!

## EXHIBITORS AND SPONSORS

Industry partners remain an important aspect of the ROMA Conference. To discuss the opportunities, please contact [Vvanveen@amo.on.ca](mailto:Vvanveen@amo.on.ca).

Applications to exhibit at the ROMA Conference are now available. Please download [here](#).

The key deadline for registration, payment, and booth set up is **December 18, 2020**. Setting up your booth will be a very simple process, requiring only 30 minutes of your time.

Sponsorship opportunities are outlined [here](#).

If you have any questions, please do not hesitate to contact [Vvanveen@amo.on.ca](mailto:Vvanveen@amo.on.ca).

## PROVINCIAL DELEGATIONS

Rural municipalities across the province have an opportunity to meet with provincial ministers and parliamentary assistants at the conference to discuss specific issues.

As a municipal delegate, you can request a virtual meeting with a minister or parliamentary assistant at the ROMA conference. The deadline to submit your request is November 30, 2020.

For more information and to request a virtual delegation meeting, [click here](#).

> 2021 ROMA Conference

>

## CONTACT

ROMA Conference Coordinator

events@roma.on.ca

T 416.971.9856

TF 1.877.426.6527

F 416.971.6191



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# ROMA 2021 VIRTUAL CONFERENCE PROGRAM



*ROMA: Connecting Rural Ontario* will provide a robust two-day program that addresses topical and important issues facing rural municipalities. To help you plan your participation, below is a program outline of the topics that will be explored.

## SUNDAY, JANUARY 24

5:00 – 6:00pm                      Zone Networking Meetings

## MONDAY, JANUARY 25

8:00am	Welcome
8:10am	Opening Keynote: Chantal Hébert
8:50am	ROMA Update and AGM
9:10am	Economic Recovery in Rural Ontario
9:30am	Break
10:00am	The Hon. Doug Ford, Premier of Ontario (invited)
10:15am	Graydon Smith, AMO President
10:30am	Andrea Horwath, Leader of the Official Opposition and NDP
10:45am	The Hon. Steve Clark, Minister of Municipal Affairs and Housing (invited)
11:00am	Ministers' Forum: Health and Human Services
11:45am	Lunch Break
12:30-1:45PM	<b>CONCURRENT SESSION A</b>

### **Come Hell or High Water: Actions to Mitigate Flooding**

The purpose of this session is to offer participants practical examples of actions being taken to better prepare for flooding. Participants will hear about the recent work in Chatham Kent that identified the science, public process and resulting policies to deal with rising Lake Erie water levels. MNRF flood will outline their mapping project that has recently started and how it can help avoidance and preparedness. Hear how Ottawa is looking to improve infrastructure as well as better cross jurisdictional communications to help reduce flood emergencies.

### **Broadband –Policy**

Broadband and cellular connectivity is a necessity, not a luxury. Rural, remote, and northern communities are disproportionately affected by the digital divide, and is something that needs to change. Better connectivity is a

driver for economic prosperity, COVID-19 recovery, and quality of life for all communities. Join the conversation on what policy options are out there for municipal governments.

## 2:00-3:15PM: CONCURRENT SESSION B

### **Now What? An Open Conversation on Community Safety and Well-Being Plans**

Now more than ever municipal governments have been called on to support the health, wellbeing and safety of their communities. The pandemic has heightened awareness and coordination needed for Community Safety and Well-Being Plans to effectively address a range of community issues. In this session, learn how communities across Ontario are completing their plans, tackling implementation, and how these plans can be a living document for improved services coordination.

### **Rural Digital Transformation: Scalable Solutions for Municipalities**

During the pandemic, many municipalities would prefer to simply 'CTRL-ALT-DELETE' their problems. During this session, several rural municipalities will share how they are overcoming the challenges that the pandemic has revealed or exacerbated. Scalable digital solutions designed for rural municipalities are available and will help you move along the path towards more efficiency and effectiveness while ensuring municipal business continuity during the current global crisis.

### **Broadband - Solutions**

Municipal governments have options when it comes to telecommunications. Learn from three different companies on what solutions are available to municipalities, and how they can help provide connectivity in the short- and long-term.

## TUESDAY, JANUARY 26

8:00am	Steven Del Duca, Leader, Liberal Party of Ontario (invited)
8:15am	Michael J. Smither Question Box Panel
9:00am	COVID Health Update: The Hon. Christine Elliott (invited)
9:15am	Mike Schreiner, Leader, Green Party of Ontario
9:30 - 9:45am	Break
10:00am	The Hon. Maryam Monsef, Minister for Women and Gender Equality and Rural Economic Development
10:30am	The Hon. Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs (invited)
10:45am	Ministers' Forum
11:30am	Lunch Break
12:30-1:45PM	CONCURRENT SESSION A

**The Pathway to Full Producer Responsibility of the Blue Box** For years, municipal governments have advocated for the Blue Box program to transition the management of packaging and products to those who make them, producers. The Province has listened, and the regulation for the Blue Box is being finalized (TBC January 2021) Discussions on how producers will deliver this service and what if any role your municipality will have are going to occur. Come learn from experts in the field about what decisions your Councils need to consider, and by when.

### **Governing New OPP Detachments Boards**

The Community Safety and Policing Act, 2019 prescribes a new OPP detachment board framework in order to provide each municipality and First Nation receiving OPP policing services with greater civilian governance. This session will discuss the regulations around reconstituted OPP detachments boards by discussing local considerations around the size, representation, roles and responsibilities for board members, and improving police governance.

**Community Paramedicine in Ontario: Opportunities and Challenges**

Community paramedicine is an effective and innovative way to provide health care services to residents in Ontario's communities. It helps in rural areas where access to other primary health care services may be lacking. The provincial funding program has morphed from a pilot to ongoing programming in many Ontario municipalities employing various models that meet local need and circumstance. Recently the government announced an expansion to help people on wait lists for long-term care stay in their homes longer. Overall, there are both opportunities and challenges for community paramedicine in Ontario that will be explored in this session.

2:00-3:15PM: CONCURRENT SESSION B

**Seniors Services & Aging in Rural Communities**

Seniors (65 years and older) are the fastest growing age group in Ontario. It is important to understand the living and care options that seniors in rural Ontario have, and to find solutions that enhance the quality of seniors care regardless of where they live. Learn from experts about innovative care models that are possible in your communities.

**The High Cost of Inaction – A Municipal Lens on the Cannabis Regime and Designated Production Sites**

Rural communities across Ontario continue to voice their concerns around the proliferation of designated cannabis production sites. There is a growing need to establish stronger mechanisms and controls for municipal governments on medical grow operations. This session will look at the present challenges related to designated production sites and discuss a feasible path in addressing these concerns moving forward.

**The Science Behind Implicit Bias**

Government-Wide Implicit Bias Awareness' Training Program applies the modern science of bias to decision-making; it educates training participants on the impact of implicit bias on their perceptions and gives them the skills they need to reduce and manage their biases. Municipal governments are the primary centres for essential and community services and all our governmental agencies have a responsibility to deliver quality public policy to all community members, fairly and impartially. This session will help participants understand that even well-intentioned people have biases; explore its impact; and, provide tools to help recognize conscious and implicit biases, and implement behavioural responses.

*\*topics are subject to change*

› 2021 ROMA Conference

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# 2021 VIRTUAL ROMA CONFERENCE REGISTRATION



## EARLY BIRD RATE (UNTIL DECEMBER 31, 4:30 PM, 2020)

	Member	Non Member
Full Registration	\$400	\$500

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	Member	Non Member
Full Registration	\$450	\$550

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> 2021 ROMA Conference

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**Ontario  
Human Rights  
Commission**

Office of the Chief Commissioner

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September 28, 2020

Douglas W. Judson  
Barrister & Solicitor  
P.O. Box 105  
Fort Frances, ON P9A 3M5  
[info@douglasjudson.ca](mailto:info@douglasjudson.ca)

Dear Mr. Judson,

Thank you for your letter on the issue of renaming municipal roads and the potential implications under Ontario's *Human Rights Code* (*Code*). The Ontario Human Rights Commission (OHRC) does not currently have a formal policy position to offer on this specific issue.

The OHRC's approach in its previous work may provide foundational principles and guidance on this important issue. As you noted, in December 2018, the OHRC reached a [settlement](#) in the case of *Gallant v Mississauga* after intervening on this matter before the Human Rights Tribunal of Ontario. The settlement addressed the harmful impact of stereotypes on Indigenous youth by requiring Mississauga to remove from its sports facilities all Indigenous-themed mascots, symbols, names and imagery related to non-Indigenous sports organizations.

In its May 2019 [letter](#) to municipalities promoting the settlement, the OHRC recognized that some words and images may negatively impact the ability of *Code*-protected individuals and groups to participate and benefit equally in their community. Human rights law has found that images and words that degrade people because of their ancestry, race, colour and ethnic origin, among other grounds may in some instances amount to a denial of service and violate the *Code*. In specific circumstances it may be necessary to revisit long-standing norms in our society. We highlighted the importance of engaging with individuals and communities to promote understanding when concerns are raised. We urged municipalities to take the first step in removing barriers by collaborating with affected communities to develop policies on the use of names and images to promote welcoming and inclusive environments for all groups in society.

One of the purposes of the *Code* is the "creation of a climate of understanding and mutual respect for the dignity and worth of each person so that each person feels a part of the community and able to contribute fully to the development and well-being of the

community.” We encourage the Town of Fort Frances and all municipalities to help fulfill this purpose and avoid situations that may lead to discrimination.

Thank you for writing to the OHRC about this matter. We will continue to closely monitor the situation and welcome any additional information that you may wish to share.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ena Chadha', with a stylized, cursive script.

Ena Chadha, LL.B., LL.M.  
Chief Commissioner

# Canada at a Crossroads

*Boundaries, Bridges, and Laissez-Faire  
Racism in Indigenous-Settler Relations*

JEFFREY S. DENIS

UNIVERSITY OF TORONTO PRESS  
Toronto Buffalo London

## Chapter One

# Colonization and the Development of Group Positions: A Brief History of Indigenous-Settler Relations in the Rainy River District

Now you see me stand before you all; what has been done here to-day has been done openly before the Great Spirit, and before the nation ... and in taking your hand, I hold fast all the promises you have made, and I hope they will last as long as the sun goes round and the water flows, as you have said.

Mawedeponais (quoted in Morris 2009 [1880], 73)

Chief Mawedopenais of Long Sault Rapids, just west of Fort Frances, spoke these words to Alexander Morris, lieutenant-governor of Manitoba and Crown representative, upon signing Treaty No. 3 at the North-west Angle, Lake of the Woods, on 3 October 1873. This event, and the Crown's subsequent neglect of Anishinaabe understandings of the treaty, marked a pivotal transition in Indigenous-settler relations in the Rainy River District.

As Blumer (1958, 5) says, group positions are a "historical product ... set originally by conditions of initial contact," including power (i.e., material resources, military force, numbers), self-conceptions, aims, and opportunities. Subsequent interactions, especially in the political-economic arena, "may mould the sense of group position in ... diverse ways" (5). Yet as group positions become "entrenched" in the "prevailing social order," they are not constructed anew at whim, but rather carried forward by shared memories and institutions, and only rarely modified by "big events" that capture public attention, "awaken strong feelings of [group] identification," and "raise fundamental questions about relations" (6-7).

Understanding how the sense of group positions developed and changed over time, including why, at the time of my research, many white settlers in the Rainy River District expressed a sense of group superiority/entitlement and perceived threat, requires tracing the

history of colonization (and anticolonial resistance) in the region. This chapter shows how the balance of power between Indigenous and settler peoples shifted over time from the first days of contact and the fur trade era to the signing of Treaty No. 3, colonial impositions, and accelerated resource-extraction and settlement, to the more recent Indigenous resurgence, regional economic decline, and (increasing) settler uncertainty. The story here is local, but similar dynamics have occurred across the country at various times.

In this case, the Anishinaabe had the upper hand early on, playing fur trade companies against one another, charging tolls, and evicting miners. They bargained hard during treaty negotiations. But Canadian governments soon ignored Indigenous understandings of the treaty and imposed a new social order. "Free land" was given to settlers, old-growth forests were gutted, gold was mined, and primarily white towns flourished, while First Nations communities were forcibly relocated, segregated on reserves, or "extinguished," and Indigenous children were taken to residential schools. Over the past few decades, however, the tables have started to turn again. As many white residents struggle with mill, mine, and farm closures and population decline, Indigenous communities are healing, growing, and rebuilding, and the balance of power and sense of group positions is increasingly in flux.

What follows here is not a complete history of the region or its political economy, but rather a general overview of major developments and turning points. My aim is to set the context for subsequent chapters that will examine in more detail how Rainy River District residents make sense of their relationships, interact with one another, and reproduce or challenge historically rooted structural inequities and racist ideologies.

## Early Contact and the Fur Trade Era

Indigenous peoples have lived in what is now northwestern Ontario for at least nine thousand years. The Anishinaabe – specifically, the Saulteaux tribe, or Boundary Waters Ojibwa – likely arrived in the northern Great Lakes region between the fourteenth and sixteenth centuries. According to Anishinaabe Elder Edward Benton-Benai (1988), they migrated from the eastern seaboard, stopping at various locations, over a period of about five hundred years, following prophecies to move west ("where food grows in the water") (see also Warren 1984 [1885]; Willow 2012).

An independent, self-governing nation, the Anishinaabe had their own (Algonquian) language, laws, institutions, economic system, social organization, and cultural and spiritual practices. They followed a



Figure 1.1 Traditional Anishinaabe Seasonal Rounds. Illustration adapted from McQuarrie 2003 and Waisberg 1983.

patrilineal clan (*doodem*) system, had a Grand Council and Midewiwin (Grand Medicine Society), and practised a semi-nomadic lifestyle, travelling to specific locations each season to harvest the available resources (see figure 1.1). They lived in wigwams, travelled by birchbark canoe and snowshoe, and traded with other Indigenous nations. Individuals and bands retained significant autonomy, and leaders governed by "influence and respect rather than institutionalized coercive force" (Willow 2012, 28).

The first contact with Europeans in the region occurred in 1688 when French explorer Jacques de Noyon travelled west on Lake Tecamamiouen (later named Lac la Pluie, or Rainy Lake) on a mission to persuade the Anishinaabe to trade directly with the French, rather than with the English through Cree (Nehiyawak) intermediaries. At this time, Cree and Assiniboine peoples also lived in the region, and the Anishinaabe were at war with the Sioux to the south.

By 1731, when the nephew of Pierre Gaultier de Varennes, sieur de La Vérendrye, established Fort St Pierre at what is now Fort Frances –

making it "the oldest continuous [non-Indigenous] settlement west of Lake Superior" (Bray and Epp 1984, 13) – the Anishinaabe were in firm control of the region. Although wary about the post being built on their summer camp grounds without consultation, they developed peaceful trade relations with the French, trading beaver pelts and other furs for guns, knives, kettles, cloth, and other goods.<sup>1</sup>

After the Seven Years War (1756–63), the British gained control of all French holdings in North America. Scottish fur traders replaced the French, but the Anishinaabe, having supported the French, mistrusted the Scots; when they arrived, they were "denied passage ... and forced to turn back" (McQuarrie 2003, 14). The Montreal-based traders therefore turned to Frenchmen who had been living among the Anishinaabe, learning their language and skills and earning their respect. In 1779, a new trading post, Fort Lac la Pluie, was built downstream from the Koochiching waterfall, close to where the Anishinaabe harvested sturgeon each spring and whitefish each fall. Employing twenty to forty men at a time, many of whom married and had children with local Anishinaabe women, Fort Lac la Pluie soon played "a vital role in the vast fur-gathering empire of the North West Company" (16). It was a relatively large settlement, with living quarters, warehouses, gardens, and wheat fields, and a crucial resting and transfer point.

In 1792, the Hudson's Bay Company (HBC) established a competing post at Manitou Rapids (about fifty kilometres downstream). As local historian Neil McQuarrie (2003, 16) says, "The Anishinaabe took every advantage, expertly playing the two companies off against each other" and ensuring good prices. After the HBC took over the North West Company in 1821, the fur trade declined in many regions, but remained profitable here well into the 1860s. Although the old fort was abandoned, a newer HBC post (Lac la Pluie House) still overlooked the falls, and competition continued with the American Fur Company post across the river at International Falls. Once again, the Anishinaabe of the Rainy River District "relished their position of power between the two sets of traders" (McQuarrie 2003, 21).

In 1830, HBC governor Sir George Simpson and his wife, Lady Frances, visited the area; the Town of Fort Frances was named in her honour. A decade later, Governor Simpson met with an assembly of over five hundred Anishinaabe in Fort Frances who threatened to withhold wild rice, "'the staple article of provision' for Lac la Pluie traders, unless the company ceased its attempt to end the liquor trade in the district" (Holzkamm, Waisberg, and Lovisek 1995, 179). Recognizing their strength, Simpson complied: "I consider it good policy to avoid any difficulty or dispute with them," he said (*ibid.*). Indeed, the fur

trade in this region was generally cooperative and mutually beneficial, but largely proceeded on Anishinaabe terms.

In the mid-nineteenth century, the Anishinaabe of the Rainy River District had "an expanding population [more than tripling between 1821 and 1875], national gatherings, independent tribal government ... and large-scale athletic competitions" (169). They were described by Euro-Canadian officials and religious leaders as "tall, strong, and well built" (Reverend Peter Jacobs 1852, quoted in Holzkamm, Waisberg, and Lovisek 1995, 173), and "saucy and independent of the Hudson's Bay Co." (Dawson 1859, 26). Nevertheless, the wider political-economic environment was changing, and with the influx of settlers across the continent, the Confederation (and expansion) of Canada, and the signing (and violation) of Treaty No. 3, the local balance of power and sense of group positions also was transformed.

### Treaty Negotiations

In 1869, two years after Confederation, the Hudson's Bay Company surrendered its charter over Rupert's Land and the North-Western Territory<sup>2</sup> to the British Crown. Under the Royal Proclamation of 1763, however, the Crown was still obligated to purchase these lands or obtain a legal surrender from the Indigenous peoples. Now wishing to open said lands for settlement, agriculture, and large-scale resource extraction, and expand the Dominion of Canada, the federal government initiated a series of eleven Numbered Treaties between 1871 and 1921. As a strategically located gateway to the west, the Rainy River District was among the government's first priorities. Yet the process of treating with the Anishinaabe took a challenging four years and more than a little coercion.

Although the Royal Proclamation recognized a limited form of Indigenous land rights, it also assumed the crown's right to purchase Indigenous lands or extinguish "Indian title" whenever it saw fit. This sense of entitlement was rooted, at least in part, in the doctrine of discovery, a set of fifteenth-century papal decrees stating that the first European Christian nation to "discover" uninhabited lands, or lands not being put to "productive use" (however European Christians defined it), was "legally justified in assuming full, sovereign ownership" (Henry and Tator 2006, 107).<sup>3</sup> The Anishinaabe begged to differ.

In 1859, the government sent Simon Dawson, an engineer/cartographer, to survey the territory between Lake Superior and the Red River Settlement to determine its suitability for agriculture and transportation routes west. Upon arriving in Fort Frances, he was invited to a

Grand Council meeting, grilled on the purpose of his expedition, and told by Anishinaabe chiefs that he was allowed to explore the country on the condition of no more settlement "without their being consulted" (McQuarrie 2003, 24). The chiefs also said they would be willing to meet with Canadian leaders to discuss their relationship, "as they wished to be friends" (ibid).

The construction of the Dawson Route was prompted by the Red River Resistance in 1870 when Prime Minister Macdonald ordered Colonel Garnet Wolseley and twelve hundred troops to quash the Métis uprising.<sup>4</sup> Starting from Fort William, they followed Dawson's route, and, along the way, built "roads, bridges, portages, and blockhouses for storage," and stopped in Fort Frances where they "left a surplus of supplies" and "started a 36-bed hospital" (Fort Frances [FF] Museum Permanent Exhibit 2006/07). Over the next decade, the Dawson Road was further improved and became the main route west until the Canadian Pacific Railroad was completed in the 1880s, passing through Dryden and Kenora instead.

Anishinaabe leaders (such as Chief Wabinogigok of Seine River) continued to regulate access to their lands and charged tolls for passage over their waterways. The Wolseley expedition was no exception, and they heeded Dawson's advice to take a "cautious and delicate approach" (Chute and Knight 2006, 110). On multiple occasions, the Anishinaabe blocked the establishment of Christian missions. In 1872, Chief Blackstone and his band (east of Fort Frances) evicted American miners and demanded compensation for wood. As Reverend Salt at Rainy Lake wrote in his journal in 1855, the Boundary Waters Ojibwa were adamant about their "claim [to] not only territorial but sovereign rights" (Waisberg and Holzkamm 1998, 3).

Thus, when approached about entering a treaty with the Crown in 1870, the grand chief of the Grand Council responded:

We want ... much that the White man has to give, and the White man on his part wants roads and land. When we meet next summer, you must be prepared to tell us where your roads are to pass and what lands you require ... do not bring settlers and surveyors amongst us, to occupy and measure our lands, until a clear understanding has been arrived at, as to what our relations are to be. (Waisberg and Holzkamm 1998, 4)

The first two attempts to negotiate a treaty in 1871 and 1872 failed because the government considered Anishinaabe terms to be too "extravagant." Yet Chief Mawedopenais of Manitou Rapids emphasized the value of his people's land and their inherent rights to it:

The sound of the rustling of the gold is under my feet where I stand; we have a rich country; it is the Great Spirit who gave us this; where we stand is the Indians' property, and belongs to them. (Morris 2009 [1880], 62)

Meanwhile, the Red River Resistance was suppressed, Métis leader Louis Riel fled to the United States, and Treaties No. 1 and 2 were signed in Manitoba. Simon Dawson persuaded the government to return to negotiations and approve higher compensation, given the importance of the region and the military strength of the Anishinaabe.<sup>5</sup> As Reverend George Grant wrote on an 1872 expedition through the Rainy River Valley:

[The Anishinaabe] surely have rights to this country, although they have never divided it up in separate personal holdings ... And now a foreign race is swarming over the country, to mark out lines, to erect fences, and to say "this is mine and not yours" 'til not an inch shall be left the original owner. All this may be inevitable. But in the name of justice, and of the sacred rights of property, is not the Indian entitled to liberal, and if possible, permanent compensation? (McQuarrie 2003, 25)

In response, the federal government appointed Alexander Morris, a Conservative lawyer and lieutenant governor of Manitoba, the North-West Territories, and Keewatin, to lead the negotiations, and authorized somewhat better terms. Although the Anishinaabe wished to meet at Fort Frances, their political headquarters, Morris insisted on the Northwest Angle, which offered a quicker escape route to Manitoba. He was accompanied by a large militia, Simon Dawson, Robert Pither (HBC factor and Indian agent at Fort Frances), and George McPherson ("an intelligent half-breed trader" and interpreter), among others, while the Anishinaabe contingent included twenty-two chiefs and approximately eight hundred men, women, and children.

Discussions began with the Anishinaabe demanding compensation for timber cut on their lands since 1868, accusing Dawson of breaking promises during the Wolseley expedition, and questioning whether the government could be trusted again. During three days of intense debate, proposals and counter-proposals, the chiefs reiterated that "it was the Indian's country, not the white man's" (Morris 2009 [1880], 59). As reported by Morris, Mawedopenais insisted:

All this is our property ... the Great Spirit has planted us on this ground where we are, as you were where you came from ... The white man has

robbed us of our riches, and we don't wish to give them up again without getting something in their place. (62-3)

In response, Morris told the Anishinaabe that if they did not accept his terms "the conference was over" and he would tell the queen that they "refused to make a reasonable treaty." With a paternalistic flourish, he added, "I shall go away feeling sorry for you and for your children that you could not see what was good for you and for them" (50).

After this threat, the chief of Lac Seul, a northern community that had begun to struggle from the dwindling supply of game (due to the fur trade) and the lack of arable land and throughways (unlike the fertile Rainy River Valley), said he was still interested in a treaty. Exploiting these divisions, Morris exclaimed that he knew the chiefs were "not all of one mind" and "your interests are not all the same," but that "he would make a treaty with those bands that were willing to accept his terms" (64-5). The chiefs then assembled separately for five hours. Métis interpreters held "a very lengthy and exhaustive discussion" with them. According to the Manitoban newspaper account reported by Morris, on 3 October 1873 the Anishinaabe ultimately agreed "to accept the Governor's terms, with some modifications" (66).

The proceedings concluded with Mawedopenais stating that the agreement would stand "as long as the sun goes round and the water flows" (73). Upon shaking his hand, Morris replied that he would "keep all my promises, in the firm belief that the treaty now to be signed will bind the red man and the white man together as friends for ever" (73).

The precise terms of the treaty have always been contentious. According to the Crown's "official" text, the treaty meant that twenty-eight Saulteaux bands (Anishinaabe communities) in what is now northwestern Ontario and southeastern Manitoba "surrendered" 55,000 square miles (88,500 square kilometres) of land in exchange for reserve lands, annual annuities, other goods and services (such as fishing nets, ammunition, farming tools, and schools on reserve), a ban on liquor sales, and the right to continue hunting and fishing in their traditional territories. Even in this version, the terms were more generous than the previous two treaties, including larger reserves (640 acres per family of five, rather than 160 acres), higher annuities (five dollars per person per year, rather than three dollars), agricultural equipment and supplies, and harvesting rights (Miller 2009). Given the government's "take-it-or-leave-it approach," these concessions were impressive (Dickason 2006, 177). They also forced the government to revise Treaties No. 1 and 2 and set the precedent for future treaties.

According to the Anishinaabe, however, the treaty was an agreement to *share* the land in “peace and friendship” (Morris 2009 [1880], 72); it enabled Canadian settlement in their territory on condition that the Anishinaabe received just compensation and were able to continue their traditional ways of life (for Anishinaabe interpretations, see Mainville 2007; Mills 2017). The Paypom Treaty, which is based on the notes of Joseph Nolin, a Métis interpreter hired by the chiefs, and which corresponds more closely with Anishinaabe oral history, contains striking differences from the government’s text.<sup>6</sup> It says nothing about land “surrender.” Nor does it mention the “taking up” clause, whereas the government’s text says Indigenous harvesting rights are “subject to such regulations as may, from time to time, be made, and saving and excepting such tracts as may, from time to time, be required or taken up for settlement, mining, lumbering, or other purposes.” By contrast, the Paypom document states, “The Indians will be free as by the past for their hunting and rice harvest” (see Willow 2012, 42–9). Moreover, it has been alleged that Canadian government officials may have written the treaty text beforehand, based on previous negotiations (Daugherty 1986). These conflicts have never been resolved and, as of this writing, remain at the root of ongoing land claims and other legal actions.

The development of a treaty between the Anishinaabe and the crown potentially provided the foundation of a equitable, cooperative, and mutually beneficial relationship. From an Anishinaabe perspective, however, the treaty was quickly and repeatedly violated, and relations deteriorated (at least at the government-to-government level). Over the next few decades, the regional balance of power shifted dramatically, turning the sense of group positions on its head.

### Colonial Settlement and Treaty Violations

After the signing of Treaty No. 3, the first non-Indigenous Canadians with the intention of becoming permanent settlers (as opposed to explorers, missionaries, or traders; some of whom intermarried and remained in the district) began travelling to Fort Frances via the Dawson Route. Major advertising campaigns promoted the influx of settlers. As Frank Yeigh of the Department of Crown Lands wrote in 1892, perhaps embellishing somewhat given the long, cold winters and relatively short growing season:

No part of the Dominion offers better advantages to the farmer-immigrant or the man who desires to hew out a home in a new country, than the Rainy River District ... in its agricultural capabilities ... its ... navigable

waterways ... its healthful and equable climactic conditions ... the comparative ease with which the virgin land can be cleared and tilled ... the remunerative employment ... in connection with the extensive lumbering operations [and] great mineral wealth ... the free granting of farm lands by the government; and ... the building of colonization roads and bridges ... the District presents attractions possessed by few and certainly not surpassed by any other part of Canada. (Yeigh 1892)

Under the Rainy River Free Grants and Homestead Act (1886), the Ontario government surveyed the district, laying out twenty square townships and dividing them into 160-acre plots that were “granted free of charge” to each adult male settler willing to build a house and cultivate the land (FF Museum Permanent Exhibit 2006/07).<sup>7</sup> Settlers could also purchase up to 80 more acres, including riverfront lots, at one dollar per acre. “To help the settlers,” as the Fort Frances Museum Permanent Exhibit states, “the government shipped in, by steamboat, loads of cows, horses, sheeps, and pigs.” By the 1890s, Fort Frances was “a thriving farming community,” with many new homes and businesses.

Forestry operations also accelerated, with sawmills operating along Rainy River and at Lake of the Woods. Agriculture and forestry were seen as interdependent economic engines:

As the lumbermen removed the trees, they were helping to clear the land. Settlers could then turn this land into new farmland. The farmers would then be able to supply the lumber camps with food, and ... add to their income by working as lumberjacks during the winters. (FF Museum Permanent Exhibit 2006/07)

Several gold mines also opened in the region. The first “colonization road” was constructed in 1885, connecting farmers and lumberjacks to Fort Frances (see figure 1.2).<sup>8</sup> By 1891, there were 7,000 whites and 2,800 Indians in the Rainy River District, a significant change from two decades earlier when Indigenous peoples had been the majority (Drache 1983).

As the settler population grew, the Anishinaabe were devastated by smallpox epidemics in the 1880s and early 1900s and by the 1918/19 influenza pandemic. Meanwhile, government policy towards Indigenous peoples had become increasingly coercive and paternalistic. Contrary to the spirit of a treaty (as understood by the Anishinaabe), the 1876 Indian Act designated Indigenous peoples as “wards of the state” and unilaterally distinguished “status” from “non-status” Indians, thereby

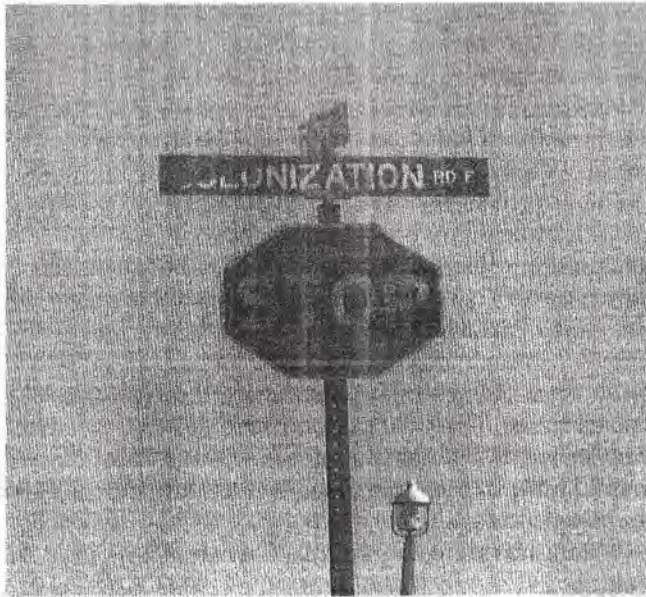


Figure 1.2 Colonization Road, Fort Frances, Ontario. Many towns in northwestern Ontario, including Fort Frances, have a Colonization Road – a visible reminder of a pivotal historical and ongoing process. Photo courtesy of the author.

determining who was eligible for treaty rights and other state benefits.<sup>9</sup> For example, it denied Indian status to First Nation women who married non-status men and to First Nation persons who attended university or voted in Canadian elections.<sup>10</sup>

The federal government also imposed a band council system,<sup>11</sup> undermining traditional governments, and assumed the right to veto band legislation and depose Indian chiefs. As “free land” was being granted to white settlers, Indigenous peoples were increasingly driven off their lands and restricted to reserves (Daschuk 2013). Under the pass system,<sup>12</sup> established in 1885 (but inconsistently enforced), Indigenous people were forbidden to leave and non-Indigenous people forbidden to enter Indian reserves without permission of the local Indian agent.<sup>13</sup> Indigenous ceremonies were banned, and children began to be abducted and placed in residential schools (for detailed reviews, see Miller 1996; Milloy 1999; Royal Commission on Aboriginal Peoples [RCAP] 1996; Truth and Reconciliation Commission [TRC] 2015).<sup>14</sup>

In the Rainy River District, these and other government regulations, and the ongoing appropriation and destruction of Indigenous

harvesting areas, were associated with substantial declines in Indigenous peoples’ political, economic, and social position and overall well-being. During treaty negotiations, Simon Dawson had promised to assist in the selection of reserves (both wild lands and farm lots) that would have “minerals and timber capable of providing revenue to swell Native coffers” (Chute and Knight 2006, 116). However, Ottawa passed an order-in-council in 1874 that no reserves should include “any lands known to the Commissioners to be mineral lands.” When gold was discovered on the Wauzhushk Onigum (Rat Portage) reserve near Kenora in 1886, over half a million dollars in gold was mined, and the local Anishinaabe received none of it.

Nevertheless, seven reserves were selected along Rainy River, representing 9 per cent of the fertile clay plain, including riverfront villages and fishing stations (Waisberg, Lovisek, and Holzkamm 1996). Additional reserves were set aside north of Fort Frances, on Rainy Lake, and at various locations east.

By this time, the local fur trade had virtually ended. As treaty negotiators and government officials had encouraged, some Anishinaabe turned more to farming. The Anishinaabe had long sold agricultural produce, including corn, potatoes, pumpkins, onions, and carrots, to fur traders. In the first decade after the treaty, farming output increased. Reports by Inspector McColl in the early 1880s observed “decided advancement” and increased cultivation, especially among the Rainy River and Rainy Lake bands. In 1884, he said, “The industry and perseverance of these Indians are most remarkable” (quoted in Waisberg and Holzkamm 1993, 184) and noted their prime location for supplying timber companies.

In 1881, however, the federal government prohibited the sale of Indian produce to non-Indian consumers (without written permission of the Indian agent), to white farmers’ benefit. Additional barriers to agricultural development on reserves included lack of training and inadequate equipment, despite many complaints to government that these were treaty promises. Lacking any response, the Anishinaabe of the Rainy River District ceased commercial farming. Between 1886 and 1900, cultivation on the Fort Frances agency reserves fell from 186 acres to 13.5 acres. Instead, the Anishinaabe relied more heavily again on hunting, fishing, and gathering, and sometimes found employment in lumber camps and gold mines, on the CPR, and as fishing guides and domestic servants.

The new resource-extraction industries quickly took their toll on Indigenous peoples and their lands and waters. Although the “lumber business breathed new life into the economy of Fort Frances ... virtually

the entire shoreline of Rainy Lake, as well as land along the streams leading to it on both sides of the border, was logged over" (McQuarrie 2003, 35–6). Magnificent old-growth white pines (used for ship-building) were nearly extinct.

Flooding from navigation and power dams caused further problems. A petition from the Grand Council in 1892 charged that flooding of their wild rice crops by a dam at the outlet of Lake of the Woods was "the principal cause of our starving in winter" (quoted in Waisberg and Holzkamm 1998, 15). Believing that the treaty had promised non-interference in Anishinaabe harvesting practices, they added, "We have kept our part of the Treaty, is it not hard that the government should not keep theirs?"

In 1909–10, another dam was completed at Koochiching Falls, supplying hydroelectric power to the towns of Fort Frances and International Falls and their big new pulp and paper mills. Yet it also raised water levels by about eight feet, causing extensive damage:

Flooding destroyed Ojibwa houses, gardens, hay and rice fields, cemeteries, and eroded shorelines around Rainy Lake and up the Seine River ... Effluent from the mill degraded sturgeon spawning grounds on Rainy River and adversely affected drinking water quality. (Lovisek, Waisberg, and Holzkamm 1995, 7)

Although the Fort Frances Indian agent dismissed the complaints of Rainy Lake chiefs as "a few crotchety kickers," every chief and councillor in the Fort Frances area sent petitions about the flood damage. Homes were destroyed and families forced to relocate. Wild rice beds and cultivated gardens were ruined, raising fears of starvation. As one Rainy Lake chief expressed:

At Hay Marsh Bay ... we are prohibited to fish without license in our reserve [and our] Rice crop, Hay marsh, Musk Rats, were all flooded by the backing up of the [Fort Frances] dam. We have been deprived of all our best of privileges and our Indian agent is our greatest enemy ... who does his best in working against us in curtailing our rights. (quoted in Lovisek, Waisberg, and Holzkamm 1995, 9–10)

Meanwhile, the spiritually, socially, and economically significant sturgeon stock was virtually exhausted by "government encouragement of large-scale non-Native commercial fisheries" (Waisberg and Holzkamm 1998, 9). Between 1895 and 1899, over one million pounds of sturgeon was harvested, primarily by non-Native commercial fishers,

sometimes only for the caviar, leading to the species' near extinction; "a resource managed by traditional means on a sustained yield basis [for centuries] was appropriated and destroyed within two decades" (10).

### "The Indian Uprising That Wasn't"

Despite the shifting balance of power and the negative impacts of colonial settlement on Indigenous peoples, the sense of group positions in the Rainy River District remained somewhat unsettled at the turn of the twentieth century. A curious incident, described in local history books as "The Last Indian Menace" (Emo 1978) and "The Indian Uprising That Wasn't" (McQuarrie 2003), helps illustrate the point.

In June 1900, "wild rumours" circulated that the Boundary Waters Ojibwa were planning a revolt (Emo 1978, 298). According to settler gossip, Indigenous residents blamed settlers for recent forest fires and threatened to burn down their homes. Ah-na-ma-ay-ka-bou, a medicine man from Leech Lake, Minnesota (192 kilometres southwest of Fort Frances), reportedly had received messages from the Great Spirit that the Anishinaabe should terminate relations with whites and return to traditional ways; he also prophesied a "great storm" that would wipe out the settlers and sent messengers to the Rainy River District to share the news (McQuarrie 2003, 47). On 28 June the Rainy Lake Herald reported:

Considerable excitement was caused this week by the strange actions of the Indians in this district, who were leaving their reserves and gathering in large numbers ... There was so much talk of an Indian rebellion that Reeve Thompson, Fort Frances, called a meeting to discuss the matter. (quoted in Drache 1983, 82)

Members of the Manitou Rapids, Little Fork, Rainy Lake, and Seine River reserves all assembled north of Fort Frances, on the banks of Rainy Lake. Other Anishinaabe simultaneously assembled at Big Grassy, on Lake of the Woods. When Mrs Johnson, a "pioneer" on the US side of Rainy River, saw thirty canoes filled with Indigenous people in what appeared to be war paint, she was terrified (Thompson 1979, 8). Mr Wheeler, a white neighbour married to an Anishinaabe woman, told her that "the Sioux were trying to stir up our Chippewa Indians and have called a big pow-wow on the lake" (8). He advised her to give them whatever they wanted and "don't show fear or disgust." When the Indigenous people stopped in her store, "they all paid [for bread and supplies] and there was no marauding" (8).

Meanwhile, many settlers were so frightened that they fled to Rat Portage (now Kenora). Others hid in root cellars with their guns. The Rainy River Valley was "almost deserted by women and children" (Drache 1983, 83). The Minnesota National Guard was called to International Falls with ten thousand rounds of ammunition, guards were stationed in Fort Frances, and preparations were made to send back-up troops from Winnipeg. Indigenous singing and drumming could be heard for miles.

Yet there was "little or no evidence" of the rumoured uprising (McQuarrie 2003, 47). In July, the mayor of Rat Portage and an Indian agent met with the Anishinaabe at Big Grassy. They found about 450 people gathered, "none of whom had any thoughts or intentions of harming anyone. In fact, they expressed great indignation over such reports" (47). Soon after, the gatherings ended, and the Anishinaabe, placing white flags on their canoes, paddled home. According to local history books, "Life in the district quickly returned to normal" (47).

What is especially curious about this incident is that the same local history books (and oral histories) generally describe friendly relations in the Rainy River District. Although some settler families had little interaction with Indigenous people, others said "Indians were a major factor in their social life" (Drache 1983, 84). In the late nineteenth and early twentieth centuries, some Indigenous and settler people hunted and did business together, Indigenous and non-Indigenous children played together, and Indigenous people sometimes worked for settlers (as midwives, guides, lumberjacks, etc.). Intermarriage was relatively common. But even some whites who had such contact with Indigenous people believed the rumours of an imminent uprising and fled. Most settlers were likely aware of the recent "Indian wars" to the south<sup>15</sup> and exposed to media propaganda about "savage" Indians resisting "progress."<sup>16</sup> Moreover,

The pioneers realized that the Indians did have reason to resent the white man's presence as the settlers along the Rainy River and the lake were squatters on Indian land which had never [been] ceded ... ancient Indian burial grounds along the river were being overrun by settlement. Sacred graves had been tampered with and even destroyed. (Thompson 1979, 8)

These observations suggest that, despite often having friendly relations with local Indigenous people, white settlers also had a deep-seated fear that perhaps the benefits they had accrued from colonization were not secure, that they were not naturally entitled to resources and privileges (including the Indigenous land they now occupied) but also had

treaty obligations, and that Indigenous people were not so happy with the arrangement.

Overall, the rumoured uprising might be seen as an early test of whites' sense of superior group position, after the balance of power had begun to swing. Yet the perceived threat did not materialize. The "scare" was over as quickly as it started, whites and Indians returned to their "places," and colonial policies and practices were only further entrenched in the coming years.

Nevertheless, the rumoured uprising did set the tone of local Indigenous-settler relations for decades. As we will see in subsequent chapters, there is still a curious blend of intermixing and congeniality with mistrust and miscommunication, which sometimes escalates to the point of threatened open conflict but usually dissipates just as promptly.

### Settler Booms, Indigenous Struggles

For most white settlers, the early twentieth century was "a time of growth and prosperity" (McQuarrie 2003, 72). Rainy River District was "booming. Logging continued at a rapid pace ... Settlers were taking up the last ... available agricultural lands" (55). The Canadian National rail line, from Thunder Bay to Winnipeg via Fort Frances, was completed in 1901, bringing more settlers and easing the shipment of lumber, mining resources, and agricultural equipment. The Town of Fort Frances was incorporated in 1903, but already had a municipal government, school, church, general stores, hotels, two sawmills, and more than a thousand residents.

The Shevlin-Clarke Lumber Company opened additional sawmills in 1911 and 1913, "the largest ... at the time," eventually employing over seven hundred men and producing eight hundred thousand board feet of lumber per day (FF Museum Permanent Exhibit 2006/07). Meanwhile, timber baron E.W. Backus, who had financed the construction of the Fort Frances dam, opened two large pulp and paper mills, one in International Falls in 1910 and another across the river in Fort Frances in 1914.

The 1905 power agreement to supply hydroelectricity to the mills also provided Fort Frances with four thousand horsepower per year at no more than fourteen dollars per horsepower, in perpetuity, in exchange for land and water-power rights. This agreement has long provided residents with "the lowest power rates in the province" (*Fort Frances Times* 2006).

Meanwhile, the Rainy River and Kenora districts "produced over half of Ontario's gold from 1890 to 1910" (FF Museum Permanent Exhibit

2006/07). In the 1920s, massive gold reserves were discovered north of Red Lake, sparking "the biggest gold rush since Klondike." Another major discovery after the First World War was the iron deposit at Steep Rock Lake, near Atikokan, where one hundred billion gallons of lake water was drained and a river diverted to enable open-pit mining.

In 1909, the Town of Fort Frances also leased a valuable lakefront property on the Agency One reserve, between Fort Frances and the Couchiching First Nation, from the federal government on behalf of four "Rainy Lake bands" (Couchiching, Mitaanjigamiing, Naicatchewenin, and Nigigoonsiminikaaning).<sup>17</sup> Although it had long been a summer gathering and ceremonial site of the Anishinaabe, the town called it Pither's Point Park (after the local Indian agent who had built a home there).<sup>18</sup> With its natural sand beach and oak trees, it quickly became a hub of town social life, including picnics, swimming, camping, concerts, dancing, and athletic competitions. Many residents also enjoyed the Rainy Lake Golf and Country Club, adjacent to the park. However, the lease arrangements were controversial. The town had hoped the park would be sold or given to them rather than leased. The First Nations disagreed among themselves who was authorized to sign the lease, since Agency One had been used by the Rainy River, Seine River, and other bands as well. Moreover, the terms of the ninety-nine-year lease (thirty-five dollars per acre) were never updated for inflation (see chapter 3).

Meanwhile, as the remaining free grants and homesteads were taken up, some settlers complained that the Indian reserves were too large, "tying up some of the best agricultural and timber lands," and that more should be opened to settlers (McQuarrie 2003, 60). The Ontario government agreed that Treaty No. 3 was "overly generous" and "routinely asserted that the reservations [were] larger than required, and had an unfair effect on White settlement" (Waisberg, Lovisek, and Holzkamm 1996, 342). In the interim, a pivotal court case, *St. Catherine's Milling and Lumber Co. v. The Queen*, had gone in Ontario's favour, to the detriment of Indigenous and treaty rights.<sup>19</sup>

Technically, the case, filed in 1884, was about the right to issue timber licences on crown land. The federal government, which had issued a permit to the lumber company, claimed the right based on its constitutional authority (in the 1867 British North America [BNA] Act) over "Indians and Lands Reserved for Indians," and on Treaty No. 3, which, it argued, had transferred land title to it. Ontario claimed the right based on the 1867 BNA Act, which gave provinces jurisdiction over lands and natural resources. Although Ontario was not party to Treaty No. 3 and provincial boundaries were disputed with Manitoba and

Minnesota (the land in question had been part of Rupert's Land), Ontario asserted provincial ownership, denied Indian title, and assumed the right to confirm or deny reserves. The Anishinaabe complained that they were "neither consulted nor brought to the witness stand," but were ignored (Dickason 2006, 259).

Oliver Mowat, then premier of Ontario, argued that "there is no Indian title in law or in equity" (*ibid.*). Against all evidence, the Anishinaabe were described in court as an "inferior race ... in an inferior state of civilization," "heathens and barbarians," and "rude red men," with "no government and no organization, and cannot be regarded as a nation capable of holding lands" (260). The Ontario court, "strongly influenced by the racial considerations raised in Ontario's depositions" (Waisberg, Lovisek, and Holzkamm 1996, 342), agreed. Chancellor Boyd ruled that the Anishinaabe did not have "proprietary title to the soil, nor any claim thereto as to interfere with ... colonization" (quoted in Dickason 2006, 259). His decision was upheld through three appeals, with the final one by the Judicial Committee of the Privy Council in 1888.<sup>20</sup> One year later, the Canada (Ontario Boundary) Act decreed that most of Treaty No. 3 territory was in Ontario. The implications of this decision were profound. As the European imperialist and social Darwinist era peaked, the racist rhetoric of "whites" over and against "Indians" prevailed.<sup>21</sup>

As Leo Waisberg and colleagues (1996, 343) document, Ontario, as a condition for confirming the Treaty No. 3 reserves, "demanded federal concessions and Indian removals." This included "elimination of all but one reserve on the fertile Rainy River plain, 'cancellation' of the Anishinaabe reserve within Quetico Provincial Park, provincial retention of water areas and hydro powers, and payment of federal money [to the province]" (344). The provincial treasurer, in 1905, called the Anishinaabe "an incubus [i.e., sexually violent demon] upon the territory" and portrayed the appropriation of Indigenous lands as "a civilized remedy" (339). The federal minister of Indian affairs agreed that "the interests of the people [i.e., settlers] must come first, and if it becomes a question between the Indians and the whites, the interests of the whites will have to be provided for" (344). Thus, when white settlers in the Rainy River District clamoured for more land, including a former mayor of Fort Frances, who lobbied government officials to "open up" more reserves, six of the Rainy River bands were relocated:

By threats of removal without payment, Ojibwa were forced to abandon their villages and relocate to Manitou Rapids. Over 43,000 acres of reserve lands, the most arable in the region, were taken. The seven Rainy River bands lost 89% of their land. (345)

Meanwhile, the Sturgeon Lake Band to the east was formally "extinguished." When Quetico Park, a 1.18-million-acre wilderness preserve, was created in 1909, it fully encompassed the Sturgeon Lake Indian Reserve 24C. The following year, while Quetico was advertised as a world-class tourist destination, park rangers expelled Anishinaabe families "at gun point":

Traplines and cabins were destroyed. Random shootings of "poachers" occurred. The Ojibwa were completely removed from part of their homeland, while rangers planted gardens, built houses, and dined on wild fare. (347)

Moreover, "there was no legal surrender ... the band was not consulted ... [and] compensation or replacement lands were not offered" (347). Ironically, given Quetico's purported aim of creating a refuge free from human impacts, intensive logging began in it around 1918; there were five lumber camps in the area, and "even the timber rights to Lac La Croix First Nation went on the auction block" (Peruniak 2000, 79).

Restrictive provincial game laws also were enforced. Despite treaty promises to protect Indigenous harvesting practices, hunting and fishing off reserve without a licence was criminalized, and Anishinaabe were arrested. In 1916, Pierre Hunter of Lac Seul was convicted of possession of moose meat, imprisoned for thirty days in Port Arthur, and then released to walk home (more than three hundred kilometres). "Afraid to kill game, he died after four weeks travel" (Waisberg, Lovisek, and Holzkamm 1996, 348).

Treaty No. 3 chiefs routinely petitioned Indian agents and other government officials about these and other broken treaty promises. Delegations of Fort Frances chiefs in 1909 and 1912 asked for "understanding" and "fair play":

We don't want to be stopped and Game Inspectors cutting our lines and taking our nets it is in our Treaty Papers and you are not right to take our privileges [sic] away ... Are your words or the words of the Great White Queen, our Mother, to be as smoke? (Waisberg, Lovisek, and Holzkamm 1996, 347)

Yet, by and large, the Anishinaabe were ignored. Ontario's "Indian removal policy" was justified by "provincial rights" and racist ideology, and ultimately served to enrich the province and many settlers, at Indigenous peoples' expense.

After the First World War, when both Indigenous and non-Indigenous residents enlisted at high rates in the Canadian Armed Forces,

Indigenous peoples almost disappear from local history books, which focus more on the development of settler towns and communities.<sup>22</sup> Perhaps, by this time, white residents' political and economic dominance was more secure. Reserve lands were diminished and the pass system limited interaction. For many settlers, Indigenous neighbours became an afterthought. As Ralph Paulsen (2015) of Nestor Falls (ninety-four kilometres northwest of Fort Frances, population 692) explained:

I don't think my family ever held ill will towards our First Nation neighbours. We didn't have any feelings about them at all. They were them and we were us.

In 1920, Indian residential school attendance became mandatory for all Indigenous children. Some Anishinaabe parents fought with and were arrested by the RCMP officers who tried to kidnap their children. Other families hid in the bush. Multiple generations were subject to this system of cultural genocide, which disrupted identities, families, and communities, inhibited the transmission of languages and cultural practices, and left many survivors alienated from both settler and Indigenous societies (TRC 2015). At the borders of Fort Frances and Couchiching First Nation, St. Margaret's Residential School operated from 1906 to 1974 (see chapter 9). Residential schools also existed in Kenora and Sioux Lookout. In addition to their traumatic intergenerational effects on Indigenous peoples (Bombay, Matheson, and Anisman 2014), residential schools ripped apart Indigenous and settler residents. As told by Bertha Davis Moore, an older white resident of Chapple (fifty-eight kilometres northwest of Fort Frances, population 741):

I used to play with the little Indian children who often frequented our home and I would walk ... to the Manitou Reserve to play with a little girl that I loved. Her name was Victoria ... [She] was sent away to boarding school. I have never seen or heard of her since. I often wonder what became of Victoria. Does she remember me? (Clink 1997, 80)

Even when residential schools began to be phased out and many First Nations children attended day schools in town, the "Sixties Scoop" wreaked havoc on Indigenous communities and families.<sup>23</sup> In the Rainy River District, hundreds of Indigenous children were apprehended by the Children's Aid Society, on grounds that their parents (many of whom had been abused in residential school and had therefore never had the opportunity to learn proper parenting skills) were unfit to parent.<sup>24</sup> Rather than being kept with kin, these children

were often adopted out to white families, sometimes in distant regions, and forbidden contact with their birth families. These practices began to change only with the creation of the local First Nations-controlled Weechi-it-te-win Family Services in 1982.<sup>25</sup>

In the 1950s and 1960s, without Indigenous consent, burial mounds were excavated at Point Park, Long Sault Rapids, and Oak Grove Camp (north of Rainy River), the latter of which was described by the Royal Ontario Museum's assistant curator as "the most spectacular in Canada" (Thompson 1979, 160). Although some Indigenous residents continued to work as fishing guides and lumberjacks, and there were always individuals who excelled despite the odds, most Anishinaabe were excluded from "good jobs" in town, opportunities to practise traditional livelihoods were increasingly limited, and health and well-being suffered.

Otherwise, the Rainy River District continued to grow and thrive. Although the forestry sector faced setbacks during the Great Depression, including temporary shutdowns at the Fort Frances mill, resource industries rebounded after the Second World War. Between 1947 and 1949, pulp and paper production tripled in northern Ontario (Bray and Epp 1984). Meanwhile, large-scale labour strikes in the late 1930s had resulted in union recognition, higher wages, benefits, and pensions for most white forestry workers. Although some Indigenous war veterans were hired at the Fort Frances mill (which reportedly had a "jobs for veterans" policy), Indigenous forestry workers were mostly employed in the less well paid and less secure bush camp and wood drive processes. Moreover, the experiences of Indigenous veterans were not always positive. According to an older First Nations man I interviewed, who had served in the Canadian army during the Second World War:

Page 120 of 154 When I was in the military, I was treated better over in Europe than ... in my own country. And I tended to think, "Hey, I should've stayed there." I know some of my fellow Native Canadian soldiers [did].

Many returning Indigenous soldiers were also denied government benefits that non-Indigenous veterans took for granted.

Although the Fort Frances mill flourished in the postwar period, the J.A. Mathieu sawmill on Couchiching First Nation (which had employed some band members) shut in 1951, leaving contaminated soil to this day. In the 1960s, a pulp and paper mill in Dryden dumped toxic sludge into the English-Wabigoon river system, resulting in (ongoing) mercury poisoning in the Grassy Narrows and Whitedog First Nations communities, in the north of Treaty No. 3. This poisoning effectively

demolished the traditional fishing economy, eliminated a food staple, and created persisting health problems, from birth defects to neurological disorders (Willow 2012).

The Second World War also boosted regional mining, with mineral production in Ontario doubling between 1945 and 1951 (Bray and Epp 1984) and staying strong until the 1970s. But, as with forestry, most of the jobs and revenue went to whites. Immigration, especially from eastern and southern Europe, increased as well, and the population of Fort Frances reached a record high of 9,947 in 1971. Many Anishinaabe people also moved into town, renewing the higher historic levels of interaction and intermarriage.

With the opening of major new highways, including Highway 71 to Kenora and Highway 11 via the Noden Causeway to Thunder Bay in 1936 and 1965, respectively, tourism increased, and cottages and cabins were built across the Rainy River District. Locals and visitors alike enjoyed going "up the lakes" in summer. According to some residents, the highway connections were a mixed blessing for First Nations, however, as they reportedly encouraged assimilation but also provided job opportunities and access to the goods and services of larger towns. The Kenora highway project also bulldozed Onigaming First Nation gravesites, and local First Nations were not compensated for highway right-of-ways (see chapter 10).

During this same period, new technology pushed many Indigenous people out of work. As Howard Hampton, the long-serving local member of provincial Parliament (MPP) from 1987 to 2011 and former leader of the Ontario New Democratic Party, explained:

One [issue that] has always brought people together is ... dependence on the natural environment ... The first voyageurs and fur traders ... could never have survived here without working hand-in-glove with the First Nations ... The logging industry ... relied upon the First Nations, because all of the wood moved by water [and] the people who understood the water routes were the First Nations. (interview with author, 10 November 2008)

However, he said, the shift to transporting logs by train or truck "eliminated all kinds of jobs that were [held] by First Nations" due to government regulations and credentialing processes. Wealthy tourists with sonar devices no longer hired First Nations guides "to show [them] where to fish and ... avoid the reefs." While new businesses opened in town, First Nations had difficulty securing financing for economic development because of the legal status of reserve lands.

Even today, despite treaty promises of a school on every reserve, most First Nations in the Rainy River District bus their children to schools in Fort Frances or other townships; those that do have schools receive two to three thousand dollars less funding per pupil. First Nations child welfare agencies also receive between 22 and 34 per cent less funding than their provincial counterparts (Murphy 2016). Couchiching First Nation pays three times the rate for water and sewer services as the Town of Fort Frances. As elsewhere in Canada, Indigenous residents have higher than average rates of chronic illnesses (heart disease, diabetes) and psychological distress (Newton-Taylor and Larion 2009). They are more highly represented in the Fort Frances and Kenora jails and more often the victims of crime and violence. Reflecting a wider ongoing Canadian problem (RCMP 2014), several local Indigenous women have been murdered or have gone missing in recent decades. At the political level, First Nations band councils are highly regulated and restricted by Indigenous and Northern Affairs Canada (INAC), while Indigenous laws and policies (such as the Treaty No. 3 resource law or Grassy Narrows First Nation's declaration against clear-cutting) are routinely ignored. There has never been an Anishinaabe mayor or councillor in Fort Frances, despite Indigenous people now comprising nearly 17 per cent of the town's population (22 per cent of the district population).

In short, like elsewhere in Canada, historical and ongoing processes of colonization have created a racialized social structure wherein settler-Canadians (especially whites) have long enjoyed advantages over Indigenous peoples – often at the latter's expense – in terms of access to and control of lands, jobs, money, education, political power, safety/violence, and health outcomes.<sup>26</sup> For more than a century, this inequitable racial structure has supported whites' sense of group superiority and entitlement.

### Page 121 of 154 Emerging Tides: Indigenous Resurgence, Settler Uncertainty, and (Renewed) Group Threat

Since the 1970s, and especially since the turn of the twenty-first century, Indigenous communities in the Rainy River District have enjoyed a remarkable resurgence and new opportunities, while local settlers have faced economic decline and growing uncertainty. This changing context has precipitated an ongoing (and very much unsettled) shift in power dynamics, challenging group positions and enhancing settlers' perceptions of group threat.

The Anishinaabe have always protested treaty violations and resisted colonial impositions. With the new balance of power in the late

nineteenth and early twentieth centuries, however, most of their concerns were ignored. In 1924, Treaty No. 3 First Nations retained a Kenora lawyer to show that "their Treaty Rights have been violated and gross injustice done them for the past forty years" (Waisberg and Holzkamm 1998, 16). In response, Canada amended the Indian Act in 1927 to prevent First Nations from hiring legal counsel; the Kenora lawyer was told that pursuing the case "could result in criminal conviction" (16). At this point, the Grand Council Treaty No. 3 was reactivated and formalized to provide a "national voice" regarding treaty rights and interests. In 1941, Grand Chief John McGinnis petitioned Canada as follows:

Queen Victoria promised to love the Indians just as she loved the white people ... The promise has grown less every year. What us Indians lived as for a living, the white man is taking these away from us now ... Our old people and children look as if they would starve ... We have given many complaints to the Indian Agent [and he has sent] our complaints to Ottawa and we never get an answer. (quoted in Waisberg and Holzkamm 1998, 19)

Meanwhile, political organizations representing Indigenous peoples across Canada, such as the North American Indian Brotherhood (precursor to the Assembly of First Nations), also formed. Under pressure, Ottawa revised some of the most coercive aspects of the Indian Act in 1951, such as the ban on spiritual practices and ceremonies.

In another turning point, the federal government's 1969 White Paper proposed abolishing the Indian Act, Indian status, and all associated rights and benefits. When First Nations across Canada protested, condemning the proposal as a "thinly disguised policy of extermination" (Cardinal 1969, 1) and emphasizing that treaties are historic, moral, and legal obligations, the government retracted its proposal. Within Treaty No. 3, the Ojibway Warrior Society's armed occupation of Anicinabe Park in Kenora in 1974 sent a strong message that there would be serious consequences to the violation of Indigenous and treaty rights; as group position theory would predict, it also sparked a vicious racist backlash (see chapter 10).

Fort Frances residents compared their local situation favourably to both Kenora and the United States (where the American Indian Movement [AIM] was in full swing). Although Indigenous residents still faced subtle and overt racism (see chapter 4), and although many sympathized with AIM and the Anicinabe Park warriors, no such protest occurred in the Rainy River District; local relations were generally

peaceful and cooperative. However, the chief of Couchiching First Nation did threaten a road blockade over the town's refusal to extend water and sewer services to the reserve. When the lease on the Rainy Lake Golf and Country Club expired in 1977, the land reverted to the Agency One bands and the golf course eventually shut, generating ongoing resentment by many whites.<sup>27</sup> At the same time, intense discussions over the Point Park lease began: "The bands felt that the \$35 lease was no longer reasonable and wanted it raised," while the town sought ownership "but the bands and Indian Affairs rejected the idea" (McQuarrie 2003, 149) (see chapter 3).

On a national level, "aboriginal and treaty rights" were "recognized and affirmed" in Canada's 1982 Constitution Act. The 1997 Delgamuukw decision upheld the notion of Aboriginal title, while the 1999 Marshall decision lent more support to Indigenous harvesting rights.<sup>28</sup> Such decisions have helped realign (though have not equalized) the legal playing field.<sup>29</sup>

In this new legal and political environment, dozens of land claims were filed in the Rainy River District (and hundreds across Canada). The first local land claim settlement – concerning Mitaanjigamiing First Nation's forced relocation (see below) – was reached in 1990, after the community's well-researched case garnered media attention and the government was accused of "constructive dismissal." The same year, the Quebec municipality of Oka approved a golf course and luxury condominiums on Mohawk burial grounds, triggering the Oka Crisis, or Kanehsatake Resistance.<sup>30</sup> Big Grassy (Mishkosimiiniiziibing) First Nation in the northwest of the Rainy River District blockaded a bridge in solidarity and to draw attention to their own land claims (see chapter 10). Subsequent direct actions occurred at Ipperwash, Burnt Church, Gustafsen Lake, Grassy Narrows, and many other communities across the country, but never in Fort Frances.<sup>31</sup>

In 2005, Rainy River First Nations (RRFN) (forty kilometres west of Fort Frances) signed the then largest land claim settlement in Ontario. As compensation for lands taken from them in 1914–15 to make way for white settlers, the community received seventy-one million dollars with which to purchase up to forty-six thousand acres of land. It also regained control over sacred sites and management of the local sturgeon stock, which has been revived, thanks to RRFN's efforts (see chapter 3).

Meanwhile, the Indigenous population has been booming and the white population declining. Between 1971 and 2006, the overall Rainy River District population decreased by 16.3 per cent and that of Fort Frances dropped by 18.5 per cent (Statistics Canada 2007). Between 1996 and 2006 alone, however, the district Indigenous population increased

by 51 per cent (from 3,040 to 4,615); First Nations and Métis people now constituted nearly 22 per cent of district residents.<sup>32</sup>

These population shifts are indicative of further changes in the local political economy:

Declining employment opportunities in forestry and agriculture are unleashing a spiral of interconnected effects: youth out-migration, retail fading from main streets, a shrinking tax base reducing municipal capacity to update services and infrastructure, while new policies (e.g. new standards for water and fire management) increase fiscal pressures and add momentum to the current crisis. (Ortiz-Guerrero 2010, 48)

The regional mining sector began to wane in the 1970s, with some highly industry-dependent towns (such as Atikokan) suffering massive job losses. Many family farms have shuttered due to competition from agribusiness, an aging farming population, and youth out-migration. Between 1931 and 1981, the number of farms in northern Ontario dropped from 16,757 to 3,715 (Bray and Epp 1984). Local businesses have also struggled due to competition from big box retailers (such as Walmart and Canadian Tire in Fort Frances) and a rise in online consumers. Schools and hospitals have been amalgamated and centralized. Meanwhile, CN rail passenger service and bus service from Fort Frances to Thunder Bay and Winnipeg were cancelled (in the 1970s and early 2000s, respectively), increasing geographic isolation, especially for those who relied on public transportation.

Above all, the forestry sector – the backbone of the local economy – has struggled, with dozens of mill closures and thousands of layoffs since the early 2000s (Ontario Forestry Coalition 2007). Thousands more had jobs dependent on forestry, whether hauling logs to the mill or providing support services. Yet Indigenous people have not been affected nearly as much as whites. At the Fort Frances pulp and paper mill, the town's largest employer as of 2008, less than 2 per cent of the seven-hundred-plus employees identified as Indigenous.<sup>33</sup> During my fieldwork in 2007–9, the Fort Frances mill was temporarily spared the fate of its neighbours in Atikokan, Ignace, and Kenora. But in 2014 it too was indefinitely shut.<sup>34</sup>

These conditions have generated a perfect storm for the regional economy (Ortiz-Guerrero 2010). If there is an economic bright spot, it is among the Indigenous communities, who are opening new businesses (including an eighteen-hole golf course, restaurants, engineering and consulting services, a furniture-making business, a historical interpretive centre, and eco-tourism), entering into profitable agreements with

mining companies, and regaining some control over natural resource management. Now more than a generation removed from the residential school era, and with the support of at least symbolic recognition through government and church apologies, the Indian Residential School Settlement Agreement, and work done by the Truth and Reconciliation Commission of Canada (see chapter 9), local Indigenous communities are undertaking their own healing and cultural revitalization initiatives: reviving their languages and traditional governments, rebuilding their institutions, and asserting their identities and rights (see chapter 10). Indigenous youth are increasingly graduating from high school, attending university or college, and returning to the district to support their communities.

As group position theory would predict, the conditions are ripe for the historically dominant white settlers to perceive a (realistic and symbolic) threat to their group position: declining economic security and population loss for them, and population growth, material gains, and a cultural renaissance among the long marginalized Indigenous peoples.

**The Role and Position of the Métis**

To understand the history of group relations in the region, it is also important to consider the Métis. Although I have described group positioning in terms of “Indigenous” and “settler,” these are not monolithic groups, as different individuals and communities have different experiences, resources, and opportunities, and relationships vary. In the Rainy River District, since the fur trade era, there have been three salient groups: First Nations (primarily Anishinaabe), settlers (primarily whites), and Métis (offspring of mixed marriages who formed their own distinct communities).

The Métis originated in two major streams. First, French voyageurs from the early eighteenth to the mid-nineteenth centuries sometimes married Anishinaabe women. Not only were there no white women in Rupert’s Land at the time, but intermarriages solidified trading partnerships, and Anishinaabe women often taught European traders vital local knowledge and skills. Their mixed children usually lived among the First Nations, largely assimilating to their culture, but also bringing outside influences such as Roman Catholicism, and often working in the fur trade or as interpreters, guides, or clerks. By the early 1800s, many “half-breed” families clustered around the Rainy Lake trading posts, and a unique sense of Métis identity emerged (Botsford 2013).<sup>35</sup>

Meanwhile, the Red River Métis in Manitoba, mainly descendants of Scottish fur traders and Cree or Ojibwa women, developed their own

large settlements and thought of themselves “as neither European, nor First Nation, but as a distinct and separate people” (Botsford 2013, 2). They farmed, hunted buffalo, and developed their own customs and Michif language. After the Red River Resistance in 1870, when the federal government sent military troops to quash Louis Riel’s provisional government, many Métis families who had lost land and homes fled west, but others came east to the Rainy River District, settling in towns like Fort Frances. At least one white soldier from the Wolseley expedition (George C. Allan) also returned to the district and married a Métis woman. Since this time, Métis residents of the Rainy River District have continued to intermarry with Anishinaabe, with settlers, and among themselves.

When asked about intergroup bridges in my interviews, many residents cited the long history of intermarriage and the prominence of local Métis, which they said had created bonds between Indigenous and white residents and helped limit conflict and violence (see chapter 7). Yet the situation is complex. Although many mixed families live in Fort Frances, Indigenous/white remains the primary dividing line for many residents.

In the late nineteenth century, the federal and provincial governments refused to recognize a distinct Métis community, only allowing identification on the census, for example, as “Indian” or “white.” Overt anti-Indian racism was common. Thus, some Métis, especially the Red River stream (Allan, Calder, McLeod, Tucker), “went underground ... no longer admitted their mixed heritage,” and tried to blend in with European settlers in town (Botsford 2013, 13). Many thought this would protect them and their children from both interpersonal and institutional racism. Others, especially the French “half-breed” stream (Bruyere, Jourdain, Mainville, Morrisseau), joined the First Nations on newly created reserves. During treaty negotiations in 1873 several Métis played important roles as translators and note-takers, including Joseph Nolin, who was hired by the Anishinaabe and whose notes inform the Paypom Treaty; George McPherson, who was hired by Morris; and Nicholas Chatelaine, who was described by a government official in 1889 as having “great influence [and] inducing the Indians to make a Treaty with the Government in 1873” (Botsford 2013, 39).

In this context, local Anishinaabe chiefs, including Mawedopenais, felt that if their Métis relatives chose to live with them and participate in their communities, they should enjoy the same treaty rights and obligations. They therefore worked with Métis leaders to lobby the federal government to include people of mixed descent who lived among the First Nations as treaty beneficiaries. In 1875, a “half-breed adhesion” was signed – the only such adhesion to any treaty in Canada.

Given this unique history, it is unsurprising that my research showed Métis residents often viewed themselves as a bridge between First Nations and settlers. Every Métis interviewee had close friends and family members in both groups, and they often found themselves playing "peacekeeper" (see chapter 7). A fair-skinned Métis woman explained:

Couchiching is a Métis community, just as much as Fort Frances. It was two Métis communities growing up side by side, yet one got the prejudice and the other one didn't, which is a really interesting comparison because it's not the blood, it's not the roots ... it's not even the cards that have been dealt; it's the cards that were chosen ... Because in the 1870s, we were given the choice to be white or Indian. We weren't given the choice to be Métis ... My ancestors chose to be white and other people chose to be Indian. And I've had many benefits because of it, but I've also [experienced] many prejudices ... And it doesn't matter which community I'm in, I'm the defender of the other one.

These comments also suggest underlying tensions. As described by interviewees, people of mixed descent who "chose to be Indian" were permitted by Chief Migiziis of the Little Eagle Band and Chief Gobe of the Mitaanijigamiing (Stanjikoming) Band to share their reserves at what is now Couchiching First Nation. Soon after, the federal government imposed the band council system, and the "half-breed" population outgrew the original Anishinaabe bands. Conflicts over leadership arose. Members of the Little Eagle Band who felt that their way of life was not respected by the "half-breeds" broke away to form their own community to the north. Meanwhile, the local Indian agent relocated the Mitaanijigamiing Band to another reserve that became an island after hydro-dam flooding in the early twentieth century (the basis of the 1990 land claim settlement). By 1908, when the land surrender (for ease) was taken at Point Park, the "half-breeds" were politically dominant at Couchiching. Even as recently as the 1960s, Couchiching band members said, there were near-daily fistfights between descendants of half-breeds and the Little Eagle Band.

Meanwhile, half-breed residents who "chose to live as white" often downplayed their Indigenous ancestry and distanced themselves from their more stigmatized relatives who lived as "Indians" on reserve. Some of the former rose to prominent positions in town, owning businesses and integrating with the "whites."

Since the 1970s, dramatic changes have occurred among the Métis, consistent with the trends outlined above for First Nations. The 1982 Constitution Act recognized the Métis as a distinct people with

Aboriginal rights. The 2003 Powley decision extended (limited) harvesting rights to the Métis.<sup>36</sup> The Métis Nation of Ontario (MNO), whose president (as of this writing) is from Fort Frances, now provides many programs and services (including education and training, economic development, healing and wellness). In this context, and with the growing Indigenous rights movements across Canada and globally, more and more residents of mixed descent who previously identified as white have traced their ancestry and applied for Métis status.<sup>37</sup>

Securing Métis status was a source of pride for many Rainy River District residents – it was often described as "coming home" and experienced as the freedom to be who they are and to have their "true" identity recognized. Consistent with group position theory, however, it also enhanced tensions with both whites and First Nations and within Métis communities over who should be eligible for which rights and privileges. On one hand, individuals who had always identified as Indigenous were sometimes reluctant to recognize others who appeared to be applying for Métis status (or Indian status through Bill C-31) for opportunistic reasons and who, due to federal rules, had come to enjoy similar rights without experiencing the same barriers.<sup>38</sup> While some agreed that people of mixed descent who could trace their ancestry to distinct Métis communities (or whose ancestors had lost Indian status by marrying out) should be entitled to Aboriginal rights, they worried that the government had not expanded the available pot of resources to keep pace with Indigenous-identity population growth. Meanwhile, many whites felt angry and betrayed by friends and neighbours who had once identified as white and distanced themselves from "Indians," but who then claimed Métis or Indian status when it was financially or otherwise beneficial. Alternatively, one white municipal leader described the Métis as "integrated fully" and "hard-working, tax-paying citizens who have pitched in to help ... and yet don't ask for appreciation in return" – an implicit contrast with stereotypes of "Indians" that perhaps enables whites to view themselves as non-racist and yet maintain a sense of superiority vis-à-vis First Nations (a form of subtyping; see chapter 7). As some interviewees suggested, one thing the Canadian government does very well is "divide and conquer."

In short, the history of intermarriage and the distinct role of the Métis in the Rainy River District have long constituted a bridge between First Nations and settlers and perhaps reduced violent conflict. The inequalities in the district are somewhat less than in many parts of Canada. But recent shifts in the political and legal environment, including the ongoing Métis resurgence (as part of a wider Indigenous resurgence), have exposed and exacerbated tensions within and between all three

communities, raising perceptions of group threat and posing further challenges to the sense of group positions.

Given the complexities outlined in this chapter, and the marked shifts in power and positions over time, I began to enquire how Indigenous and non-Indigenous residents of the Rainy River District understood their relationships. What did they perceive as the greatest boundaries and bridges? How were group positions and structural inequities being sustained or challenged in daily interaction? And what might be the most promising ways forward? These questions are the focus of subsequent chapters.

- 2 A huge tract of land northwest of Lake Superior, including the Hudson Bay drainage basin and what is now most of northern Quebec, northern Ontario, Manitoba, Saskatchewan, Alberta, northern British Columbia, Yukon, Northwest Territories, and Nunavut.
- 3 In fact, multiple generations of white Christian settlers were socialized to believe – via government ads, media, and schools – that they were superior and entitled to land and resources, that their hard work as pioneers was building a great country, and that Indigenous ways of life were inferior. However, settlers' economic well-being – as farmers, miners, loggers, and so on – often came at the expense of Indigenous peoples and their ways of life. It is therefore logical that when Indigenous peoples stand up for their land and rights and seek to prevent or control resource-extraction activities on their lands, this is seen as a threat by settlers whose livelihoods have long depended on such activities.
- 4 When the Canadian government purchased Rupert's Land from the HBC in 1869 and appointed an Anglophone governor, the Métis, led by Louis Riel, forbid the governor from entering the territory and declared a provisional Manitoba government. Prime Minister Macdonald then sent a military expedition to enforce federal authority. For a Métis perspective, see Andersen (2014).
- 5 Although the Anishinaabe alone might not have defeated the Canadian armed forces, they would have inflicted serious damage, cost the government millions, and perhaps inspired more widespread insurrection, at a time when Canada was worried about securing its border with the United States.
- 6 A copy of the Paypom Treaty may be accessed at <http://caid.ca/paypom010208.pdf>.
- 7 Rainy River Free Grants and Homestead Act. 1886. S.O. 1886, c. 7.
- 8 For more on the significance of colonization roads for settler colonialism in Canada, see the 2016 film *Colonization Road* narrated by local Anishinaabe comedian Ryan McMahon (St. John 2016).
- 9 An Act to amend and consolidate the laws respecting Indians, S.C. 1876, c. 18. <https://www.aadnc-aandc.gc.ca/eng/1100100010252/1100100010254>.
- 10 For critical analyses of the Indian Act and its amendments, see Cannon (2006) and Lawrence (2004), among others.
- 11 Under this system, each band (which is usually, but not always, composed of a single First Nation community) must elect a chief and council following the Indian Act.
- 12 For more details, see the 2015 film *The Pass System* (Williams 2015).
- 13 Indian agents (almost invariably white men) were appointed by the federal Department of Indian Affairs to administer the Indian Act.

## 1. Colonization and the Development of Group Positions

- 1 Historian Richard White (2011, x) describes the wider Great Lakes region at this time as a "middle ground," a physical and social space in which diverse peoples sought to negotiate their differences and often misunderstood one another, but also developed new systems of shared meaning and exchange.

- 14 Between 1867 and 1996, the federal government funded a church-run residential school system, whereby over 150,000 Indigenous children were forcibly removed from their homes, placed in bleak dormitories, forbidden to speak their languages or practise their traditions, given new English or French names, and indoctrinated with Christianity. The explicit purpose was to “civilize” the “savages” and “assimilate” them to the mainstream working class. Survivors were often caught between worlds: denied good jobs in settler society because of discrimination and inadequate education and alienated from their own communities because they had been removed for so long and taught to disdain their ways of life.
- 15 For example, in the 1898 Battle of Sugar Point, the Leech Lake band fought US troops (over the arrest of tribal members and the lumber companies’ over-harvesting of timber), killing six soldiers (Thompson 1979).
- 16 See, e.g., Cronlund Anderson and Robertson (2011).
- 17 The Agency One reserve was established “not ... for any particular chief or band, but for the Saulteaux Tribe, generally,” or at least the Rainy Lake bands (Simon Dawn, quoted in Holzkamm and Waisberg 2000, 44). For many years, it was the site of the local Indian agent’s headquarters.
- 18 Robert Pither served as Indian agent at Fort Frances between 1871 and 1888. He remained the park’s namesake until 2014 when, after repeated complaints by the Anishinaabe about Pither’s unjust treatment of Indigenous peoples (including excavating burial mounds at Point Park for his root cellar) – despite having an Indigenous wife – the town dropped “Pither” from the name.
- 19 *St. Catherine’s Milling and Lumber Co. v. The Queen* (1888) 14 A.C. 46 (J.C.P.C.), *aff’d* (1887), 13 S.C.R. 577 (S.C.C.).
- 20 The significance of this court decision cannot be understated. The Judicial Committee of the Privy Council (the highest court of appeal in the United Kingdom) essentially ruled that the crown could overturn Aboriginal title whenever it wished. This became the basis for “Aboriginal law” in Canada for more than a century. More recent rulings by the Supreme Court of Canada (such as the 1997 *Delgamuukw* and 2014 *Tsilhqot’in* decisions) define Aboriginal title more liberally; but, while they restrict the conditions under which the federal or provincial governments may override Aboriginal title, they still give the crown the final say (Alfred 2005; Pottie 2014; *Tsilhqot’in Nation v. British Columbia* (2014) S.C.C. 44).
- 21 Social Darwinism was an ideology that distorted Charles Darwin’s theory of evolution and misapplied it to human societies. It claimed, for example, that some human “races” were physically and morally superior to other races and would (or should) naturally outcompete them. Such ideas were often used to justify late-nineteenth to early-twentieth-century European imperialism and, later, Nazism (Hofstadter 1992).
- 22 A more detailed history of Indigenous-settler relations in the mid-twentieth century could be gleaned from oral histories, church archives, employment records, and census data. This would be another project in itself. The key point here is that, by now, the balance of power was in settlers’ favour, their sense of group position was entrenched, and intergroup relations were generally pleasant so long as Indigenous people knew their “place.”
- 23 For more on the Sixties Scoop (as it unfolded in Ontario) and the associated class action lawsuit, see <https://www.sixtiescoopsettlement.info/>.
- 24 As the TRC (2015, 138) explains, child apprehensions were also based on “prejudicial attitudes toward Aboriginal parenting skills and a tendency to see Aboriginal poverty as a symptom of neglect, rather than as a consequence of failed government policies.”
- 25 Weechi-it-te-win strives to provide “care that is rooted in [Anishinaabe] customs, traditions and values” and “to repatriate children who have been brought into care outside of Weechi-it-te-win’s jurisdiction and reunite them with their families, communities and culture” ([www.weechi.ca](http://www.weechi.ca)).
- 26 While class, gender, and other such inequalities exist within “Indigenous” and “settler” groups (Satzewich and Wotherspoon 2000), the Indigenous/settler divide is especially salient in many regions, including northwestern Ontario. For analyses of between-group inequalities on a cross-Canada scale, see Denis (2018), Frideres and Gadacz (2011), and RCAP (1996), among others.
- 27 As explained by local Métis lawyer Clint Calder at a public forum in 2009, the land is technically held in trust by the Crown. Since the federal government reportedly would not authorize new arrangements on the land, the former golf course became an open field.
- 28 *Delgamuukw v. British Columbia* (1997) 3 S.C.R. 1010; *R v. Marshall* (1999) 3 S.C.R. 456.
- 29 On the limitations of such legal decisions, see Alfred (2005) and Pottie (2014), among others.
- 30 A seventy-eight-day armed standoff between Mohawk warriors, the RCMP, and Quebec police (Simpson and Ladner 2010).
- 31 For more on these and other conflicts, see Coulthard (2012) and Hedican (2013).
- 32 Reasons for the population increase include a much higher birth rate, legislation such as Bill C-31, which enabled many First Nation women (who had lost status through intermarriage) and their descendants to regain status, and a growing number of residents tracing their ancestry and applying for Métis citizenship (Cannon 2006; Statistics Canada 2007). Reasons for the decrease in white population include a lower birth rate and higher youth out-migration, especially with the collapse of the forestry sector (Ortiz-Guerrero 2010).

- 33 At the Ainsworth OSB (oriented strandboard) manufacturing plant in Barwick, between 1997 and 2010, an average of 2 of 155 employees identified as Indigenous.
- 34 Across Canada, twenty of fifty paper mills have closed since 2000, and 118,000 forestry jobs (one third) were slashed between 2004 and 2014. Reasons include decreased demand for paper, high energy costs, international competition, and fluctuating exchange rates (Keenan, Parkinson, and Jang 2014; Ortiz-Guerrer 2010).
- 35 The question of Métis identification is politically fraught. See, e.g., Andersen (2014) and Vowel and Leroux (2016).
- 36 *R v. Powley* (2003) S.C.C. 43.
- 37 Approximately half of Fort Frances residents who had identified as Métis on the census were MNO members.
- 38 Although MNO membership requires acceptance by the Métis community, some individuals of mixed descent have acquired Indian status through Bill C-31 without participating in any First Nation community.

Mayor and Members of Council  
 Town of Fort Frances  
 320 Portage Avenue, Fort Frances, ON, P9A 3P9  
[town@fortfrances.ca](mailto:town@fortfrances.ca)

Dear Mayor and Members of Council,

My name is Cody Carmody, a former resident of Fort Frances, with long historical ties to the community and an everlasting love for Sunset Country. Although I have not lived in Fort Frances for over a decade now, I reflect on my upbringing in the town regularly and I owe much of my current self to my experiences growing up in the community. I emphasize my feelings for this town not for any persuasive points, but rather so my words are not dismissed as a non-resident. Fort Frances holds a special place in my heart and it will always be my home.

Further to this, my entire family does live in Fort Frances, and I still come home as often as I can and get just as excited every single time. I am also a proud Citizen of the Métis Nation, and I grew up living in the same family home for eighteen years until I moved away for school – my home on Colonization Road.

This letter is with regards to the motion being put forth by Councilor Douglas Judson, to start a process for the renaming of Colonization Roads East and West in Fort Frances, Ontario.

I'll start by saying I support the motion, so let's get that out of the way.

I do, however, have a few thoughts (I'll try to keep it short, but it's really not my style) that I can't seem to brush off while the motion is being considered.

First and foremost I want to admit that Colonization Road West has deep sentimental value to me. My first steps, first pet, first bike ride, first sleep over – virtually all my “firsts” that we humans tend to hold on to in some weird sentimental way took place on Colonization Road. I do not like the idea of this being taken away from me. It feels as if all these memories I hold dear to my heart are not only being altered by having a significant aspect of them changed, but also that they're somehow being tarnished in that I should be ashamed for holding my home, Colonization Road, so dear to my heart. I know this is all in my head and none of what I just wrote down is actually true – the name of the road does not change the experiences I had – but I'm a self-reflective person and I think there are times when sharing your feelings, regardless if rationale, adds value to the decision making process.

I also know that these emotions pale in comparison to the emotions many Indigenous people in our community feel every time they are forced to see or hear or drive down or even live on Colonization Road. As miniscule as it may seem, and perhaps is, I simply do not want the sentimental significance of the change to go unacknowledged.

Moving on, I do want to weigh in briefly on the way forward with this motion. I was hoping to acquire more insight into the context and perspectives of the matter at the *Colonization in Context* event being held on November 25<sup>th</sup>, but I just recently realized the event is taking place two days after Town Council is expected to vote on the motion. Given this, I want to preempt my below statements with the context that they're based on my personal and present understanding of things, and that I would have much preferred to hear the discussion at the November 25<sup>th</sup> event before providing my input.

The first issue I'd like to weigh in on is with regards to the renaming process of Colonization Road. The Resolution proposes an Ad-Hoc Committee to oversee the selection and implementation process for the name change, with which I take no issue. My concern, however, lies within the Ad-Hoc Committee itself. Specifically, I am not convinced that a committee that does not include any representation from the membership for which it is claiming to advocate (in the spirit of Reconciliation, as per the Committee's Terms of Reference and Section 27 of the Resolution) is the best approach to this decision.

As per the Whereases in the Resolution, "colonization is defined as 'the action or process of settling among and establishing control over the Indigenous people of an area' or 'the action of appropriating a place or domain for one's own use'". If the Town truly wanted to move away from colonial practices, would it not include some Indigenous representation in its decision making committee for a matter that so directly involves Indigenous people? "Nothing about us without us" comes to mind.

I can't help but feel it's somewhat performative to make a spectacle about renaming Colonization Road to reconcile with Indigenous community members while not having any Indigenous leadership on the decision making committee. I assume the intent is to include Indigenous voices through a submission process, while leaving the ultimate decision making authority in the hands of this Ad-Hoc Committee. Forgive me if this assumption is incorrect, but if accurate, this is still very colonial in nature and inarguably paternalistic. My sense, and fear, is that everyone's focus is on the name of the oppressive system rather than the system itself. I propose council consider a more collaborative, consensus-building approach to this very important decision.

The second matter I'd like to address has to do with the issue of what becomes of the existing road signs. I noticed in one of Councilor Judson's social media posts the proposal that the signs be provided to an individual on the condition that said individual pays for the replacement costs, an estimated \$2,600 to replace 13 road signs. I have my own personal thoughts about this, but I've decided to keep them to myself. Rather, I will look to my own advice that I've written above and will simply urge council to take a collaborative, consensus-building approach (which, in my view, would include Municipal, First Nation, and Métis leadership) to this aspect of the renaming process as well.

I want to make clear that my intent with this letter is not to take anything away from the motion. It's a commendable first step. However it would truly be a shame to miss this opportunity to show Canada – and ourselves – how a unique and historic community like ours, with First Nation, Métis, non-Indigenous citizens and immigrants, can work collaboratively in a truly non-colonial manner.

I do not want to see my childhood street changed. But I know it must be done. And if it must be done, my hope is that it is done right.

Thank you for your time and consideration of my letter. I look forward to watching this process unfold.

Respectfully,

Cody Carmody

The Town of Fort Frances Civic Centre  
320 Portage Avenue  
Fort Frances, ON P9A 3P9

Delivered via e-mail to: [town@fortfrances.ca](mailto:town@fortfrances.ca) ; [lslomke@fortfrances.ca](mailto:lslomke@fortfrances.ca)

**RE: Renaming of Colonization Road**

To Fort Frances Mayor and Council,

I understand that the issue of renaming Colonization Road has once again come before your table. As a member of Couchiching First Nation, I have observed this discussion amongst your citizens for several years now. As a young person, I take keen interest in this issue's development and I view it as a major first step in repairing a relationship that has had a troubled past.

I was pleased to learn that a study conducted by your town's administration in 2017 identified the only substantial cost in renaming Colonization Road would be the replacement of the thirteen road signs. I see that this cost identified in the report was \$2,669.51. Yet, the major pushback that I have seen from your citizenry on this issue has been around this cost of the change. Since I fail to see how a renaming of a street name would cause mass confusion and disruption of postal and emergency services, I can only presume that other motivations to retain the name only stem from racial biases and a misinterpretation of a damaging history of this region.

With this in mind, I propose to you a solution. I commit that if it is the sole barrier to renaming Colonization Road, I will personally pay the cost of the replacement signs on the condition that each of the retired Colonization Road signs be handed over to me upon their removal. It is my intention to use these signs in a manner to be decided upon at a later date with the advice of my Chief and Council and the leadership of the Anishinaabe Nation in Treaty #3.

I make this offer not at any other individual's urging or input and only in the interest of all the young people in the Anishinaabe Nation who each day reclaim more of their identities that have been ripped from their families by colonization. We are large in number and will never forget who we are. I feel confident in stating that as we assume our ever-growing roles in the everyday life of the Treaty #3 territory, colonial vestiges such as poorly named streets, locations, and buildings will be a persistent point of frustration and disappointment for us. I see no tangible benefit to retaining this street name and predict that the consequences of its retention will only become more evident over time.

I look forward to hearing the result of your discussion on this important matter.

Miigwetch,



Daniel C. Morriveau  
Couchiching First Nation Band Member

CC: Couchiching First Nation Chief and Council  
Grand Council Treaty #3

**From:** [Kaylee Heyens](#)  
**To:** [Town](#); [Douglas Judson](#)  
**Subject:** Re-naming Colonization Rd.  
**Date:** Tuesday, November 17, 2020 5:42:32 PM

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Dear Mayor Caul and Councillors of the Town of Fort Frances:

I am writing to share my thoughts on the potential re-naming of Colonization Road. I ask that you please include my brief letter with the agenda package with Councillor Judson's resolution for November 23, 2020. A special thank you to Councillor Judson for actively sharing information about the re-naming on social media. His posts have made it much more accessible to share my opinion.

As a settler on Turtle Island, I fully support the re-naming of Colonization Road in Fort Frances. This is a small, but important step towards reconciliation. We must acknowledge that this simple act in no way makes up for the many forms of racism that Indigenous folks survive through on a daily basis in our area. Yet, re-naming the street sends the message to everyone in Treaty 3 territory and beyond that we, the people of Fort Frances, will no longer commemorate the attempt to erase Indigenous people, culture and communities.

With respect,  
Kaylee Heyens-McMahon

**From:** [Maureen Gustafson](#)  
**To:** [Town](#)  
**Cc:** [Douglas Judson](#)  
**Subject:** Support for the renaming of Colonization Road  
**Date:** Tuesday, November 17, 2020 9:57:00 AM

---

Dear Mayor and Council Members,

I am writing to you as an Anishinaabekwe and a former resident of the Town of Fort Frances to express my support regarding the renaming of Colonization Road. I am pleased to hear that this issue has been raised again, after the previous Council failed to address it in 2017.

As politicians and leaders, I'm sure you know that language carries great power; the power to inspire, to persuade, to condemn, to normalize, and so forth. According to basic communications theory, the impact of a message depends on the context in which it is used, the intent of the communicator, and the characteristics of the audiences (1). As a communications specialist, I have found it enlightening to analyze different scenarios using this model.

In this case, you--as elected leaders of the Town of Fort Frances--are the **communicators**. While you did not choose the name of the road, you have the power to decide what happens to it moving forward. No matter what your decision, you will be communicating something. It therefore follows that **audiences** would include residents of the Town of Fort Frances, members of nearby Indigenous communities, visitors to the area, and those following these developments from other parts of the province, country, and world. Some of these audiences will have a background in Indigenous issues and history, while others will not.

That brings us to **context**. We are talking about a street name, one which is used in everyday conversations, in print communication materials, and on street signs themselves. In this sense, street names are fairly ubiquitous. People speak and write street names everyday without much thought as to their meaning. By using the word "Colonization" in this context, it is normalized. There is no critical reflection regarding its meaning or how it played out, which is especially problematic given that many audiences will not have a background in Indigenous issues and history, as aforementioned.

Given what we know about the horrific and ongoing legacy of colonization in our area, the resulting **impact** is simply unacceptable. In an era of "truth and reconciliation," as we endeavor to teach young children about these issues and begin to mend relationships between Indigenous and non-Indigenous communities, it would be counterproductive and insincere to keep the name as is. While this may seem like a small piece of the puzzle, the work of Dr. Jeffrey Denis reminds us that small acts of "laissez-faire" or covert racism serve as a foundation for overt racism in the Rainy Divert District (2-4). These processes keep the spirit of colonization alive, contributing to a myriad of negative health and social outcomes as recognized by researchers as well as several federal inquiries (5-7).

Finally, we must consider the **intent** of you, the communicators. I would like to think that your intent is to contribute to a better world by removing a small piece of the foundation that upholds anti-Indigenous racism in our region. Ultimately, however, it's not up to me. Your decision will speak volumes.

Sincerely,

**Maureen Gustafson, MPH**

Band Member, Couchiching First Nation  
Former Resident (1994-2012), Fort Frances

- (1) Littlejohn SW, Foss KA. Theories of Human Communication. 9th Ed. Belmont, CA: Wadsworth; 2007.
- (2) Denis, J. Canada at a Crossroads: Boundaries, Bridges, and Laissez-Faire Racism in Indigenous-Settler Relations. Toronto, ON: University of Toronto Press; 2020.
- (3) Denis, J. Contact Theory in a Small-Town Settler-Colonial Context: The Reproduction of Laissez-Faire Racism in Indigenous-White Canadian Relations. 2015. American Sociological Review, 80(1), 218-242.
- (4) Denis, J. Transforming meanings and group position: tactics and framing in Anishinaabe-white relations in Northwestern Ontario, Canada. 2012. Ethnic and Racial Studies, 35(3), 453-470.
- (5) Billie A, Smylie J. First Peoples, Second Class Treatment: The role of racism in the health and well-being of Indigenous peoples in Canada. 2015. Toronto, ON: the Wellesley Institute. Available at <https://sac-oac.ca/sites/default/files/resources/Report-First-Peoples-Second-Class-Treatment.pdf>
- (6) Truth and Reconciliation Commission of Canada. Honouring the Truth, Reconciling for the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada. 2015. Winnipeg, MB: Author. Available at [http://www.trc.ca/assets/pdf/Honouring\\_the\\_Truth\\_Reconciling\\_for\\_the\\_Future\\_July\\_23\\_2015.pdf](http://www.trc.ca/assets/pdf/Honouring_the_Truth_Reconciling_for_the_Future_July_23_2015.pdf)
- (7) National Inquiry into Missing and Murdered Indigenous Women and Girls. Reclaiming Power and Place: The Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls. 2019. Ottawa, ON: Author. Available at <https://www.mmiwg-ffada.ca/final-report/>

November 19, 2020

Her Worship  
 June Caul  
 Mayor of Fort Frances  
 320 Portage Ave,  
 Fort Frances, ON P9A 3P9

Her Worship Mayor June Caul and Council,

***Re: Support for the Resolution to Rename Colonization Road***

When I was in business school, we were presented with a case study. A business owner on a faraway island could not understand why workers would not build a road. A very diverse group of students offered many suggestions, but the answer surprised us, as we were all settlers: the workers' experience had taught them that roads bring government tanks and soldiers. Sabotaging the road led the way to freedom.

**The Road Taken**

In the opening line of the film *Colonization Road*, Ryan McMahon, an Anishinaabe journalist and comedian from Couchiching First Nation, cuts to the heart of the matter: "As long as Colonization Road exists, metaphorically or literally, [...] that's a real roadblock for me." Ryan grew up in Fort Frances and he describes the childhood memories he has on that road in Michelle St. John's award-winning documentary on the history of the colonization roads that litter Ontario and Manitoba. The clincher: "[t]he road starts at the base of our traditional ceremonial grounds on my reserve..."

The Fort Frances Museum says Colonization Road began in 1885 as a way to connect settlers to resources in lieu of the more dangerous ice. Roads, boats and trains moved people to places and products to people. But while foreign settlers roamed free and used the land, the Confederation more and more narrowly confined Indigenous Peoples until they were forcibly locked onto reserves. Indian agents used curfews, pass systems, starvation, guns and jail to control people and create dependency. Today, northern reserves still only have ice to access many resources, if the warming climate allows.

According to *Oxford Languages*, "colonization" means "the action or process of settling among and establishing control over the indigenous people of an area; the action of appropriating a place or domain for one's own use." For those who study history, the colonization of Turtle Island evokes a more visceral visual of dispossession, robbery, kidnapping, rape, trafficking, imprisonment, murder, and destruction of land and nature. From an Indigenous perspective, a road named for this genocide might more appropriately bear a name like the Trail of Tears.

Ontario's Northwest housed 9 of the 16 segregated Indian residential schools in Ontario, approximately 8% of Canada's schools, 6 of them within a 4-hour drive. It also hosted one of the

segregated Indian hospitals, known for medical experimentation. The Catholic Church ran the residential school in Fort Frances for 68 years, and the Canadian entities have nationally paid out nearly [\\$60 million in abuse settlements](#), not enough per the [original agreement](#). That is not even 2% of the [\\$3.18 billion paid to survivors](#) (an average of \$39,750 for the estimated 80,000 left alive). Other injustices of colonization included widescale fraud, home and property damage, disrespect for human remains, mass killing of animals like sled dogs, toxic contamination, policing abuses, day schools, and child welfare scoops (many of these claims are still being litigated).

Later, on *Colonization Road*, McMahon interviews Jeff Denis, an Associate Professor of Sociology, who says colonization is “not just something that happened in the past. One of the things that Patrick Wolfe says, who is a theorist of settler colonialism, is that it is a structure and not an event. It is an ongoing process; something that we reproduce everyday through our actions.”

In a further discussion with Leanne Betasamusake Simpson, an Anishinaabe scholar and author, she says, “Colonization Road is a really powerful metaphor and it’s a really powerful physical process that was very, very deliberate and very, very strategic. They wanted the land; we were on the land. And so dispossession and erasure became the primary way over and over and over again...through every mechanism possible[.]”

## The Law

Of the Truth and Reconciliation Commission’s [Calls to Action](#), five implicate municipalities explicitly: Calls 43, 47, 57, 75, and 77. These calls ask governments to: fully adopt and implement the *United Nations Declaration on the Rights of Indigenous Peoples* (UNDRIP); repudiate concepts used to justify European sovereignty and reform laws and policies; provide public servants education on the history of Indigenous Peoples, including residential schools, treaties, UNDRIP, and Indigenous law; and protect important historical sites and records.

[UNDRIP](#) contains a rich variety of rights, but most applicable are Articles 2, 7, 8, 15, 38, and 43. These articles call on governments to stop discrimination; offer rights to physical and mental integrity and security of person; uphold rights against forced assimilation or destruction of culture, as well as prevent and provide redress for negative propaganda; ensure public education and information reflect Indigenous Peoples and combat prejudice and promote tolerance; implant UNDRIP into local legal systems; and recognize that these are *minimum* standards.

Despite Canada’s ratification of UNDRIP, only British Columbia has moved to implement it, with rumblings at the Federal level. While Ontario has stalled MPP Sol Mamakwa’s [Bill to implement UNDRIP](#), these principles are making international inroads in Europe and South America and are winding their way into local courts.

Domestically, governments are also subject to human rights legislation and the Constitutional promise not to discriminate, embedded in s. 15 of the *Charter*. That document also recognizes the inherent rights of Indigenous Peoples and reinforces the primacy of the Treaties.

Given that the definition of colonization necessitates the domination of Indigenous Peoples, one could easily maintain that the term carries a weight of prejudice. In the book *Mindset*, Carol

Dweck highlights how even demographic questions at the beginning of examinations can correlate to poorer performance, subtly reminding racialized and/or female students of their marginalized status. Heavy is the pain of daily reminders of one's "status" etched on signs and the land and a government-issued piece of plastic.

In the movie *Selma*, based on the struggle of Martin Luther King Jr. and the African American community for the right to vote in the South, King asks President Johnson if he wants history to remember that when they asked for their rights, his response was "'wait' or 'I can't'". **In a country full of barriers for Indigenous Peoples, how can we keep debating whether or not this one needs to come down now?**

### Call Me Something Else

In the Indigenous Peoples' Court in Thunder Bay, one can listen to the wisdom of Indigenous Elders explaining that names identify them not just to others but to Creator and the land. "Imposing foreign...names on to Indigenous people was...not merely for administrative convenience, it was a deliberate aspect of a systematic attempt to erase our cultures and identities," [wrote Chelsea Vowel, for CBC](#).

In 2011, [Elisabeth Pearson Waugamon shared research](#) on Indigenous Naming Traditions. "Brooke (Wompsi'kuk Skeesucks) a Mohegan, notes that in the Native American naming tradition, names should change. Children receive names that are descriptive, they may be given new names at adolescence, and again as they go through life according to what their life experiences and accomplishments are. Society bestows a new name—a new name is earned. W.S. Brooke explains, 'Some people are like lakes. They change very little as they age. (...) Some people are like rivers. When you trace the Mississippi, or any other river at its source, it can be very small. Later on it can be wide and strong. When it meets the ocean, it spreads out.' In other words, names should change as the individual changes.

...

Phil Konstantine notes that many of the tribal names mean 'people,' 'us,' 'human being,' which reach even beyond a tribe to include all of mankind. ...[O]ur names should remind us first of 'us', not 'me.'"

For those who share my faith, in the Old Testament, when God's people ask why their prayers remain unanswered, the prophet Isaiah tells them it is because they exploit their workers and perpetuate division and violence. The Creator's rhetorical question reveals the stark contrast in values: "Is not this the kind of fasting I have chosen: to loose the chains of injustice and untie the cords of the yoke, to set the oppressed free and break every yoke?" God goes on to promise that, "[i]f you do away with the yoke of oppression, ...you will be called Repairer of Broken Walls, Restorer of Streets..." (Isaiah 58:3,4,6,9,12 NIV). Other Biblical stories support God's belief in the power of new names to mark radical transformations.

That the road benefitted many settlers does not mean it benefitted Indigenous Peoples. And even if the road benefitted some Indigenous Peoples in limited ways, they still paid with the deaths of

90-99% of their population. One cannot acknowledge the wealth brought to settlers by the road at the expense of Indigenous Peoples' lives and then posit that the cost of change cutting into that wealth presents more of a burden to us than the cost of the *status quo* cutting into their humanity. And there is no neutral impact on settlers either as these signs normalize the unnamed insidious philosophies underpinning them.

Given there are so many colonization roads, that also suggests the name's perfunctory nature and lack of distinctiveness. Renaming the road isn't a rejection of a unique history. On the contrary, it acknowledges an honest appreciation of the ugly track marks left by betrayal and broken promises and the desire to journey beyond revisionism and damaging ideologies toward something inspiring and meaningful for the whole community, a return to two canoes moving in harmony.

"Of course renaming these streets is the right thing to do, but [it's also right] to honour treaties, fulfill fiduciary obligations under treaty, and create equitable nation-to-nation agreements that liberate people from the colonial systems that keep us poor, dying, and on the fringes of society," says Ryan McMahon, in an [article by Jon Thompson](#) during the last round of debate.

But that requires turning around. At least 3 out of 11 towns in Ontario and at least 1 in Manitoba have renamed or are in the process of renaming colonization roads. In at least one case, that has also led to further relationship-building efforts between the municipality and Indigenous Peoples. A broader look at society displays a shifting across the globe from terms to [teams](#) to [towns](#). Cities ignoring the curdling tension from longstanding inequity are finding themselves with beheaded or bleeding busts.

With that, I commend to Council the resolution to rename Colonization Road and the building of a dialogue with Indigenous Peoples toward reconciliation. Fort Frances has an opportunity to change course: to restore a road; to repair the broken walls in the nation-to-nation relationship; and to pay homage to the rule of law – the Guswenta or the two-row Wampum, an edict of peace, friendship, and respect. Do not let it be the road not taken – it will make all the difference.

Sincerely and with thanks for your consideration,



Joy Wakefield  
iBBA, JD, BCL

p.s. Please note that I write this in my own capacity and not for any other person or entity.



44816 Harriston Road, RR 1, Gorrie On N0G 1X0  
Tel: 519-335-3208 ext 2 Fax: 519-335-6208  
[www.howick.ca](http://www.howick.ca)

November 19, 2020

The Honourable Ernie Hardeman  
Minister of Agriculture, Food and Rural Affairs

By email only [minister.omafra@ontario.ca](mailto:minister.omafra@ontario.ca)

Dear Mr. Hardeman:

Please be advised that the following resolution was passed at the November 17, 2020 Howick Council meeting:

**Moved by Councillor Gibson; Seconded by Deputy Reeve Bowman:**

**Whereas; installing tile drainage is a common land improvement practice among farmers in Ontario and the benefits of tile drainage for crop productivity, farm efficiency and even for reducing environmental impacts have been studied and are generally well known to farmers; and**

**Whereas; the Tile Loan Program, authorized by the Tile Drainage Act, provides loans to agricultural property owners to help them finance these tile drainage projects; all tile loans have 10-year terms and repayments are made annually; and**

**Whereas; the provincial government sets the program interest rate at a competitive level which was reduced from 8% to 6% in the fall of 2004 and the loan limit was also increased from \$20,000.00 to \$50,000.00 at the same time; and**

**Whereas; interest rates have continued to decline over the years and the cost per acre for tile drainage has increased over the years;**  
**Now therefore; be it resolved that Council request the Ontario Ministry of Agriculture, Food and Rural Affairs to consider lowering the interest rate on Tile Drain Loans to 4% and increasing the yearly loan limit to \$100,000; and that this resolution be forwarded to Ontario Ministry of Agriculture, Food and Rural Affairs; MPP Huron Bruce Lisa Thompson; AMO; Land Improvement Contractors of Ontario and Drainage Superintendents of Ontario Association. Carried.**

**Resolution No. 276/20**

If you require any further information, please contact this office, thank you.

Yours truly,

*Carol Watson*

Carol Watson, Clerk  
Township of Howick

cc MPP Perth Wellington Randy Pettapiece  
ROMA

TOWN OF FORT FRANCESMINUTESSESSION NO. 15November 3, 2020

The meeting of Administration & Finance Executive Committee of the Town of Fort Frances was held in the Committee Room, Civic Centre and Virtually on November 3, 2020 from Noon to 12:43 p.m.

PRESENT: Chairperson W. Brunetta, Councillors D. Judson and A. Hallikas, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, D. Galusha, Treasurer, J. Hughes, IT Manager, R. Thoms, B93.1 The Border, K. Lawson, Deputy Clerk

**1. Call to Order - Noon**

**2. Disclosure of pecuniary interest and the general nature thereof - No matters identified**

**3. Approval of Previous Committee Minutes**

3.1 Session No. 14 dated October 20, 2020.

Judson-Hallikas: Approved as presented.

CARRIED

**4. New Business**

4.1 Multi Function Printer Leases - 2020.

J. Hughes, IT Manager was in attendance too provide an overview of this report. Committee recommended approval of a lease and maintenance agreement with Thunder Bay Xerographix Inc for two replacement multi function printers to be deployed in the Fire Hall and Sports Centre at a quarterly lease cost of \$600 over a period of 66 months.

4.2 2021 Budget Timetable.

D. Galusha, Treasurer provided an overview of the report. Committee recommended approving the 2021 Budget Timetable as presented with start time of 2:00 p.m. for all Special Committee of the Whole Budget meetings.

4.3 357-358 Applications for Tax Adjustment re: 125 Third Street East (2020) - Roll #5912-020-008-03400-0000.

D. Galusha, Treasurer provided an overview of the report. Committee recommended the processing of the adjustment for 2020 taxes for the period July 31 to December 31, 2020 under Section 357/358 of the **Municipal Act** for property located at 125 Third Street East resulting from the property qualifying for a property tax exemption under subsection 3(1)11 of the Assessment Act as "land owned, used and occupied by a non-profit philanthropic corporation for the purpose of a house of refuge."

4.4 Consumer Price Index (CPI) Increase for 2021 User Fees.

D. Galusha, Treasurer provided an overview of the report. Committee recommended that direction be provided to direct division managers to affect a 0.6% user fee increase for 2021, reflective of the Ontario Consumer Price Index inflationary increase, for Executive Committee review.

**5. Outstanding Items**

5.1 Signage at entrance to Town (Mayor Caul) - deferred from October 20th, 2020 meeting.

A discussion was had. Direction was given to forward this matter to the Budget Process. It will now be removed from the Administration and Finance Executive Committee agenda.

- 5.2 Virtual Meeting Options.  
J. Hughes, IT Manager was in attendance to provide an overview of the report. A discussion was had. Direction was provided to the IT Manager. This matter will be deferred to the next meeting of the Administration and Finance Executive Committee.

6. Adjourn / Next Meeting Date - November 17, 2020

\_\_\_\_\_  
Executive Committee Chair

\_\_\_\_\_  
D. Brown, CAO

TOWN OF FORT FRANCESMINUTESSESSION NO. #29November 2, 2020

The meeting of Planning & Development Executive Committee of the Town of Fort Frances was held in the VIRTUAL MEETING on November 2, 2020 from 8:30 a.m. to 9:16 a.m.

PRESENT: J. McTaggart - Chairperson, W. Brunetta - Councillor, D. Judson - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: D. Brown, CAO, C. Vangel, CBO/Planner, P. Briere, Committee Secretary.  
Guest(s): K. Perry, R. Thoms, 93.1 The Border.

**1. Call to Order - 0830am.**

Session #29.

**2. Disclosure of pecuniary interest and the general nature thereof**

None.

**3. Approval of Previous Committee Minutes**

3.1 Approval of Previous Meeting Minutes.

- Approved as presented.

**4. Non-agenda items identified to be considered later in this meeting, both in-camera and in open meeting.**

None.

**5. In-Camera**

None.

**6. Items Referred from Council**

6.1 REG CONSENT Letter to Town Council from New Fort Development.

- An overview of the item was presented to the Committee. After a discussion was had on the item, the Planning & Development Executive Committee is recommending that Administration investigate the request further and direct New Fort Development to Economic Development for funding research. The item will be brought back to the Committee at a later meeting.

6.2 REG CONSENT Letter to Mayor & Council from owners of 245 Fifth Street East.

- An overview of the item was provided to the Committee by the CBO/Planner and Mr. Ken Perry, property owner/representative 245 Fifth Street East. Mr. Perry was provided an opportunity to discuss with the Committee, his letter that was submitted. After a good discussion was had on the item, the Planning & Development Executive Committee is recommending that Administration revisit the enterprise zoned properties in the Fifth Street Area and propose a recommendation to the Committee that would resolve the matter.

6.3 REG CONSENT Oct 15, 2020 Letter to Town of Fort Frances re: Dog By-Law Enforcement.

- This item was tabled until the next meeting so that Administration can provide more information to the appropriate level, for further review and decision of this Operational matter.

**7. New Business**

None.

**8. Outstanding Items**

- 8.1 Site Plan Control Discussion/Amendments
  - No Update at this time. Referred to next meeting.

**9. Information**

None.

**10. Non-agenda Items**

None.

**11. Adjourn / Next Meeting Date - 0916am.**

Monday November 16th, 2020.

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Executive Committee Chair

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Secretary, Planning & Development Executive Committee

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #29

October 19, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtual on October 19, 2020 from 10:30 a.m. to 11:18 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant, Members of the Public - Adam Scott, Andrew Mills, Nicole Miller, Members of a Minor Hockey association - Aimee Matheson, Dave Coats, Jason Kabel.

- 1      **CALL TO ORDER (Session #29)**
- 2      **APPROVAL OF AGENDA (Call for Non-Agenda Items) - Approved as Presented**
- 3      **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**
- 4      **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
  - 4.1      Oct 5 Meeting Minutes - Approved as Presented
- 5      **ITEMS REFERRED FROM COUNCIL - None**
- 6      **NEW BUSINESS**
  - 6.1      Walking Track - Approved as Amended
  - 6.2      Spectators In the Arena - Approved as Amended
- 7      **IN-CAMERA - None**
- 8      **NON-AGENDA ITEMS - None**
- 9      **INFORMATION - None**
- 10     **ADJOURNMENT - 11:18**

\_\_\_\_\_  
A. Hallikas, Executive Committee Chair

\_\_\_\_\_  
A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #30

November 2, 2020

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Committee Room & Virtually on November 2, 2020 from 10:30 a.m. to 11:09 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Aaron Bisson, Recreational and Culture Manager

ALSO PRESENT: Doug Brown - CAO, Melissa Belluz - Administrative Assistant, Randy Thoms - B93

- 1      **CALL TO ORDER (Session #30) - 10:30**
  
- 2      **APPROVAL OF AGENDA (Call for Non-Agenda Items) - Approved as presented**
  
- 3      **DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF - None**
  
- 4      **APPROVAL OF PREVIOUS COMMITTEE MINUTES**
  - 4.1      October 19, 2020 Committee Minutes - Approved
  
- 5      **ITEMS REFERRED FROM COUNCIL - None**
  
- 6      **NEW BUSINESS - None**
  
- 7      **IN-CAMERA - 10:39 - 11:08**
  - 7.1      **In Camera – Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter discussion 1 - Recommendation Sent to Council**
  
  - 7.2      **In Camera – Personal matters about an identifiable individual, including municipal or local board employees: Personnel Matter discussion 2 - Recommendation sent to Council**
  
- 8      **NON-AGENDA ITEMS - None**
  
- 9      **INFORMATION**
  - Verbal update on Spectators - Update provided by Recreation and Culture Manager
  
- 10     **ADJOURNMENT - 11:09**

\_\_\_\_\_  
A. Hallikas, Executive Committee Chair

\_\_\_\_\_  
A. Bisson, Recreational and Culture Manager

TOWN OF FORT FRANCESMINUTESSESSION NO. #017November 4, 2020

The meeting of Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Microsoft Teams (virtual meeting resources) on Wednesday Noember 4, 2020 from 8:30 a.m. to 9:06 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO and Ray Calder (8:30 a.m. to 9:00 a.m.)

**1 Call to Order**

1.1 The meeting was called to order at 8:30 a.m.

**2 Disclosure of pecuniary interest and the general nature thereof**

2.1 None

**3 Approval of Previous Committee Minutes**

3.1 Minutes from the previous meeting on October 21, 2020 - the minutes were approved as circulated.

**4 New Business**

4.1 Supply of 2021 Cemetery Flowers - the administration report was approved as amended.

4.2 Award of Tender 20-OF-12 - Supply of Marina Docks - the administration report was approved as presented.

4.3 Purchase of New Sand Truck - the administration report was approved as presented.

**5 Adjourn / Next Meeting Date**

5.1 The meeting adjourned at 9:06 a.m.

Next meeting November 18, 2020.

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Executive Committee Chair

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T. Rob, Manager of Operations & Facilities

## Fort Frances Public Library Technology Centre Board Meeting Minutes July 22, 2020

The meeting of the Fort Frances Public Library Board was in the Shaw Community Hub at the FFPLTC on Wednesday, July 22, 2020 at 2:00 p.m.

**Board members in attendance:** Michael Behan, Sheri De Gagné, Robin Dennis, Andrew Hallikas, Gord McBride, Robert Schulz, Kerry Zucchiatti

**Staff:** CEO/Secretary-Treasurer – Joan MacLean, Recreation and Culture Manager – Aaron Bisson

**1. Declaration of Conflict of Interest** - There were no conflicts of interest.

### **2. Approval of the Agenda**

**MOTION#2020-29:** Robert S. moved to approve the agenda for the July 22, 2020 FFPLTC Board Meeting.

Seconded by Michael B.

**Carried.**

### **3. Consent Agenda**

**MOTION#2020-30:** Kerry Z. moved to accept the minutes of the June 17, 2020 Library Board meeting.

Seconded by Sheri D.

**Carried.**

**MOTION#2020-31:** Robert S. moved to accept the Financial Report

Seconded by Andrew H.

**Carried.**

**MOTION#2020-32:** Motion to receive the CEO report as written, made by Andrew H.

Seconded by Michael B.

**Carried.**

### **4. Business Arising from Minutes**

#### **a. Library Storage Shed Tender Draft**

CEO brought the meeting up to speed regarding changes to the plan for the Library Storage Shed.

#### **b. Motion to approve Capital Budget Spending for Technology Plan**

**MOTION#2020-33:** Motion for transfer of funds for Technology Plan made by Gord M.

Seconded by Sheri D.

**Carried.**

#### **c. Marketing Plan Checklist and Schedule**

Board members made suggestions for additions to local businesses that should be added to the Distribution – Print section of the checklist.

**d. Enbridge Update**

CEO updated the board on the complaint to the OEB regarding the Enbridge Gas bills.

**5. Items for Action/Discussion:****a. 10<sup>th</sup> Anniversary Banner**

**MOTION#2020-34:** Motion to approve the making of 2 banners with 2 different logos made by Andrew H.  
Seconded by Kerry Z. **Carried.**

**b. In Camera Session:**

**MOTION#2020-35:** Andrew H. moved to go in-camera at 2:50 p.m. regarding a matter about an identifiable individual.  
Seconded by Michael B. **Carried.**

The Board moved out of camera at 2:57 p.m.

**MOTION#2020-36:** Robert S. moved to accept the motion  
Seconded by Andrew H. **Carried.**

**c. Re-Opening Policy Draft**

Discussion regarding stages of re-opening and the parameters for allowing patrons into the library.

**MOTION#2020-37:** Gord M. moved to approve the new policy #OP-24, in principle, Re-Opening the Library.  
Seconded by Kerry Z. **Carried.**

**Policy Review****i. OP-23**

**MOTION#2020-38:** Motion to approve new policy OP-23 for one year review made by Kerry Z.  
Seconded by Andrew H. **Carried.**

**ii. GOV-08****iii. BL-04****iv. OP-02**

The term Reserves is to be changed to Hold. Asterisk to be placed by Renewals and instructions to see OP-24 during an Epidemic as a note at the bottom.

**v. OP-03**

Removal of words in 4-3

**MOTION#2020-39:** Motion to approve changes to policies as discussed and moved to 4 year review date made by Kerry Z.

Seconded by Michael B.

**Carried.**

**6. Information Items**

Special meeting for Post-COVID Strategic Plan taking place next Wednesday, July 29, 2020 @ 10 a.m.

**7. Adjournment and statement about next meeting date.**

**MOTION#2020-40:** Motion to adjourn the July 22, 2020 Board meeting at 3:35p.m. Moved by Andrew H.

Seconded by Sheri D.

**Carried.**

**Next meeting – Wednesday, September 16, 2020 @3:30 p.m.**

## Fort Frances Public Library Technology Centre Board Meeting Minutes September 23, 2020

The meeting of the Fort Frances Public Library Board was in the Shaw Community Hub at the FFPLTC on Wednesday, September 23, 2020 at 3:30 p.m.

**Board members in attendance:** Michael Behan, Sheri De Gagné, Robin Dennis, Andrew Hallikas, Gord McBride, Robert Schulz, Kerry Zucchiatti

**Staff:** CEO/Secretary-Treasurer, Joan MacLean, Recreation and Culture Manager – Aaron Bisson

**1. Declaration of Conflict of Interest** - There were no conflicts of interest.

**2. Approval of the Agenda**

**MOTION#2020-41:** Kerry Z. moved to approve the agenda for the September 23, 2020 FFPLTC Board Meeting including amendments to policy review section  
Seconded by Sheri D. **Carried.**

**3. Consent Agenda**

**MOTION#2020-42:** Michael B. moved to approve the consent agenda for the September 23, 2020 Library Board meeting.  
Seconded by Andrew H. **Carried.**

**4. Business Arising from Minutes**

**a. Ontario Energy Board/Enbridge**

CEO brought the meeting up to speed regarding the ongoing investigation into the larger gas bills the library has been receiving for the last year.

**b. Library Storage Shed Update**

Aaron updated the meeting regarding the progress of the storage shed location approval at the upcoming Town of Fort Frances council meeting.

**5. Items for Action/Discussion:**

**a. In-Camera Session**

**MOTION#2020-43:** Andrew H. moved to go in-camera at 3:52 p.m. regarding a matter about an identifiable individual.  
Seconded by Michael B. **Carried.**

The Board moved out of camera at 4:00 p.m.

**MOTION#2020-44:** Motion for the CEO to act as the board directs made by Robert S.

Seconded by Gord M.

**Carried.**

**b. Mask Policy OP-25**

**MOTION#2020-45:** Michael B. moved to amend Library Mask Policy OP-25 with the amendment to the addition of Item 7 – Policy contingent upon mandatory provincial regulation. Addition to be approved at October board meeting.

Seconded by Kerry Z.

**Carried.**

**c. Capital Projects**

Short discussion regarding possible Capital Budget projects and getting competing estimates.

**d. CEO Goals**

Joan outlined her goals for the coming year.

**e. Donation to Drive-In Movie Project**

The board declined to make a donation and made the point that the donation to the project is the time put into the project by the staff member and the CEO.

**f. Board Education Session**

CEO made a short presentation on Conflict of Interest

**g. Policy Review** – list amended to reflect policies due for review and replace one reviewed previously.

i. **GOV-02**

ii. **OP-10**

iii. **GOV-09**

iv. **BL-02**

v. **BL-05**

vi. **GOV-10**

**MOTION#2020-46** Robert S. moved to approve listed policies to a four year review period after making discussed amendments and corrections.

**6. Information Items**

- a. Friends of the Library Meeting Minutes – 09/17/2020

**7. Adjournment and statement about next meeting date.**

**MOTION#2020-47:** Motion to adjourn the September 23, 2020 Board meeting at 4:35p.m. Moved by Gord M.

Seconded by Kerry Z.

**Carried.**

**Next meeting – Wednesday, October 21, 2020 @3:30 p.m.**

## Fort Frances Public Library Technology Centre Board Meeting Minutes October 21, 2020

The meeting of the Fort Frances Public Library Board was in the Shaw Community Hub at the FFPLTC on Wednesday, October 21, 2020 at 3:30 p.m.

**Board members in attendance:** Michael Behan, Sheri De Gagné, Robin Dennis, Andrew Hallikas, Gord McBride, Robert Schulz

**Regrets:** Kerry Zucchiatti

**Staff:** CEO/Secretary-Treasurer, Joan MacLean, Recreation and Culture Manager – Aaron Bisson

**1. Declaration of Conflict of Interest** - There were no conflicts of interest.

**2. Approval of the Agenda**

**MOTION#2020-48:** Robert S. moved to accept the agenda of the October 21, 2020 Library Board meeting as amended.

Seconded by Gord M.

**Carried.**

**3. Consent Agenda**

**MOTION#2020-49:** Sheri D. moved to approve the consent agenda with amendments to the September 23, 2020 minutes, Financial Report and CEO Report for the October 21, 2020 Library Board meeting.

Seconded by Gord M.

**Carried.**

**4. Business Arising from Minutes**

**a. Library Storage Shed Update**

The CEO informed the meeting that there have not been any offers to build the Storage Shed as of the date of the meeting.

**b. HVAC Heating System Update**

The CEO reported that after an investigation of the HVAC system, the problem with the heating system is not within the library building. The investigation is continuing with how the system sends heat to the library.

**5. Items for Action/Discussion:**

**a. 2020 Labour Budget**

Discussion about the new hires, status of full-time and part-time employees, possibility of students leaving, in relation to the 2021 budget.

**b. Fine Free Discussion**

Discussion weighing the finer points of cancelling overdue fines.

**c. Re-Opening Library OP-24**

**MOTION#2020-50:** Sheri D. moved to approve Policy OP-24 with discussed changes.

Seconded by Gord M.

**Carried.**

**d. Library Mask Policy OP-25**

**MOTION#2020-51:** Robert S. moved that Policy OP-25 be passed with changes to item 7.

**Seconded by Andrew H.**

**e. Policy Review**

i. GOV-05

ii. HR-04

iii. HR-06

iv. HR-09

**MOTION#2020-52:** Robert S. moved that the above policies be passed and scheduled for review in four years and incorporate changes to HR-06, item 3-2.

**6. Information Items**

a. Friends of the Library Meeting Minutes – 10/15/2020

**7. Adjournment and statement about next meeting date.**

**Next meeting – Wednesday, November 18, 2020 @3:30 p.m.**