

TOWN OF FORT FRANCES

AGENDA - May 10, 2021

Microsoft Teams meeting

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[+1 807-701-5975,,962450621#](#) Canada, Thunder Bay

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COMMITTEE OF THE WHOLE MEETING

Virtually

(Session No. 067) 5:30 PM

Page

1. **Call to Order / Roll Call**
2. **Disclosure of pecuniary interest and the general nature thereof.**
3. **Delegations/Deputations - None.**
4. **Council Reports on Board & Committee Activity:**
 - 4.1 Mayor June Caul - Verbal Update
Councillor Douglas Judson - Verbal Update
Councillor John McTaggart - Verbal Update
Councillor Rick Wiedenhoeft - Verbal Update
5. **Consent Agenda:**
 - 5.1 King's Highway Reconstruction - Temporary Traffic Control By-law 4 - 6
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee to approve the recommendations as presented and authorize the preparation of a by-law for execution by the Mayor and Clerk.
 - 5.2 324 Victoria Avenue Zoning Amendment - Request for Waiver of Fees 7 - 8
- approval of this report will agree with the recommendation of the Planning & Development Executive Committee such that the RRDSSAB will be subject to the cost difference between the minor variance application and zoning amendment application (\$1075.50) and that the RRDSSAB also be responsible for the costs of the required public notice.

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5.3 BIA Levy (2021)	9 - 11
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to approve the 2021 BIA Budget and authorize that a by-law setting the 2021 BIA tax rates, levy and collection be brought forward to the next Council Meeting.	
5.4 Senior Centre Ice Cream Request	12 - 14
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to proclaim June as Seniors Month, have the Mayor or representative attend the Senior Centre to kick off the event at noon on June 1, and provide a donation of \$500 from the Council Public Relations Budget.	
5.5 Bank Agreement (CIBC)	15 - 26
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to sign the CIBC Credit Facilities Agreement and further that an authorizing by-law be prepared for the Mayor and Clerk to execute the agreement on behalf of the Corporation.	
5.6 POA Financial Statements	27 - 34
- approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to authorize the acceptance of the Provincial Offences - Fort Frances Court Services Area Trust Fund audited financials for the year ended December 31, 2020.	
5.7 Memorial Trees on King's Highway	35 - 40
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to receive the letter from Mr. Bedard and that the King's Highway reconstruction project continue as planned with the removed trees replaced in accordance with the Town's Tree Canopy Policy.	
5.8 Culvert at 136 Fifth Street East	41 - 44
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to receive the letter from Mr. Frackiewicz and that no other action be taken until such time as the property owner agrees to pay the associated costs to replace his driveway culvert and an application form is filed with the Town.	
5.9 Sewer Rooting Reimbursement Request - 324 Third St. W.	45 - 51
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to reimburse the difference between the costs for the Town to complete the works	

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(\$118.00) and the actual invoice (\$282.50) totalling \$164.50; that each case be considered individually going forward and that only works completed during the service reduction period related specifically to Covid-19 will be considered.	
5.10 Airport Capital Assistance Program Funding Agreement	52 - 69
- approval of this report will agree with the recommendation of the Operations & Facilities Executive Committee to enter into a contribution agreement with Her Majesty the Queen in Right of Canada for the Airports Capital Assistance Program; that an authorizing by-law be prepared for Mayor and Clerk to execute on behalf of the organization, and that Administration procures this piece of equipment as soon as possible with delivery and payment happening in early 2022.	
6. <u>Planning and Development Division:</u>	
6.1 Renaming Colonization Road East and Colonization Road West	70 - 153
- approval of this report will agree with the recommendations of the Planning & Development Executive Committee to rename Colonization Road East to _____; rename Colonization Road West to _____; that the Town will not be responsible for any costs directly or indirectly related to the name changes aside from that of the applicable street sign replacements; that the changes will formally take place on January 1, 2022; and that Colonization Road East (blue sign) be donated/displayed as mentioned in this report.	
7. <u>Operations and Facilities Division:</u>	
7.1 Verbal Update on Capital Projects	
8. <u>General:</u>	
8.1 Covid-19 update	
9. <u>Information:</u>	
9.1 Operations and Facilities Division - Public Works Area - Operations Statistics March 2021	154 - 158
10. <u>ADJOURNMENT</u>	

Date: May 3rd, 2021

Report To: Mayor & Council.

From: Patrick Briere, By-Law Enforcement Officer

Re: Temporary Traffic Control By-Law for the King's Highway Reconstruction (Contract 20-OF-11).

As you are aware Council has approved the King's Highway Reconstruction (Contract 20-OF-11). The project has begun.

This report has been written, as it is the responsibility of this department along with the Clerk's Office and Operations & Facilities for ensuring that a temporary traffic control by-law is implemented for construction projects occurring in the Community. This temporary by-law allows enforcement to be able to ensure the adequate flow of traffic through the detour and construction areas, throughout the project and permit enforcement actions if deemed necessary.

Attached to this report for your reference is:

- a copy of the draft temporary traffic control by-law and,
- map outlining the project and detour areas.

The Planning & Development Executive Committee at their meeting on May 3rd, 2021 is recommending that Council approve the proposed temporary traffic controls and parking restrictions as presented and direct that a by-law be drafted for signing by Mayor and Clerk.

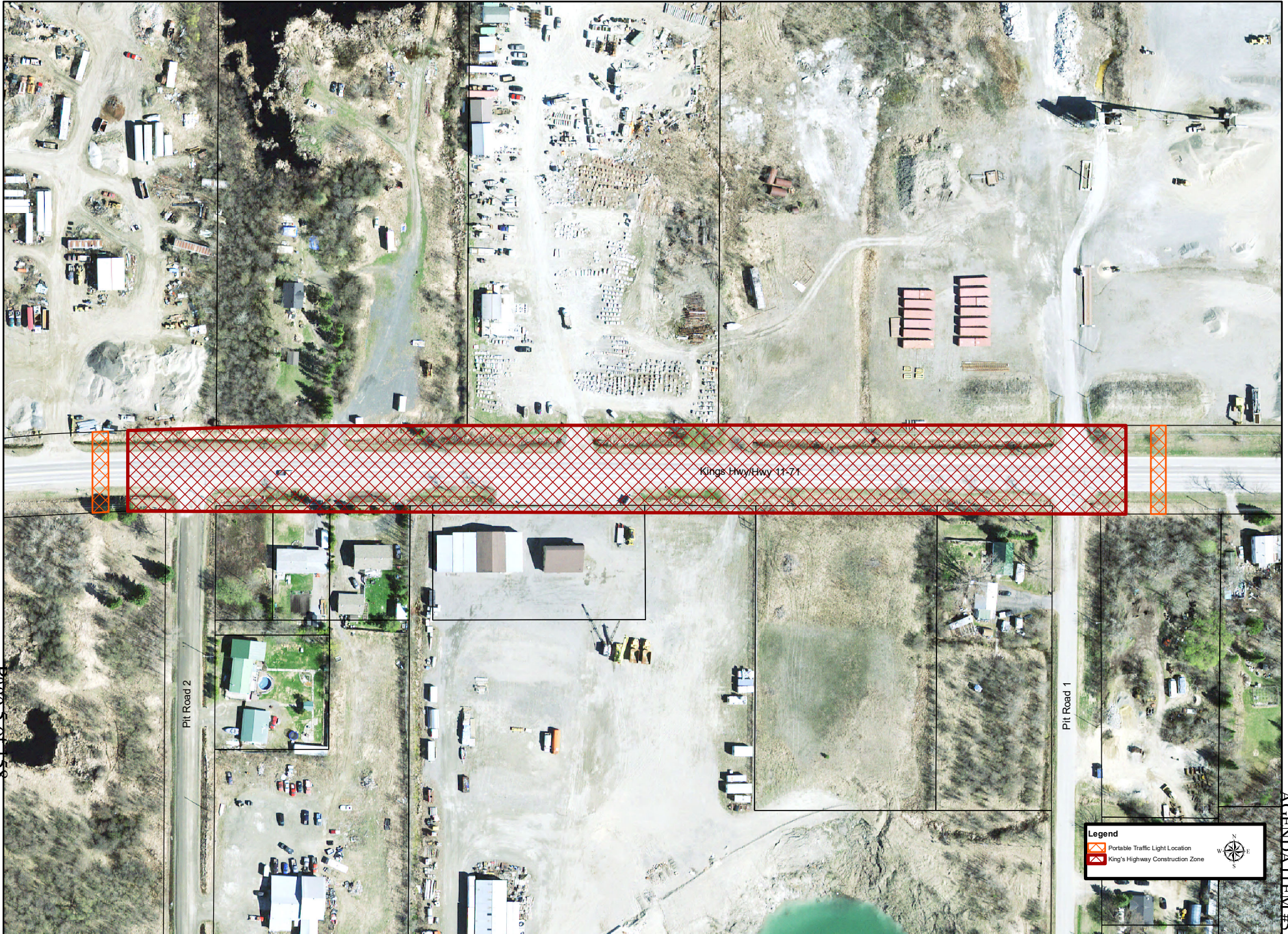
Respectfully submitted,

Original Signed by

Patrick Briere
By-Law Enforcement Officer

<p>Council approval of this report will: approve the recommendations as presented and authorize that a by-law be prepared for signing by Mayor & Clerk.</p>
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King's Highway Construction Zone - 2021



TOWN OF FORT FRANCES

BY-LAW NO. XX/XX

(Being a by-law to provide for traffic controls and parking restrictions during the King’s Highway Reconstruction (Contract 20-OF-11), the Municipal Act, R.S.O. 2001, the Highway Traffic Act, R.S.O. 1990).

WHEREAS on August 10th, 2020, Council awarded a tender for the King’s Highway Reconstruction (Contract 20-OF-11),

AND WHEREAS on May 3rd, 2021, the Planning & Development Executive Committee recommended that Council approve a temporary traffic and parking control by-law.

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

1. That, in addition to the provisions of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law, the interim traffic controls and parking restrictions be in effect as follows:

TRAFFIC CONTROLS & PARKING RESTRICTIONS ALL STAGES OF PROJECT

1) SIGNAL-LIGHT TRAFFIC CONTROL SYSTEM

NO. INTERSECTION

1. East of Pit Road #1.
2. West of Pit Road #2.

The restrictions imposed by the signal-light traffic control system on specified streets in this section are the same as imposed in Section 5.16, 5.16.1, 5.16.2 of Town of Fort Frances By-Law No. 21/14 and as if included in Schedule “R” (Signal-Light Traffic Control Systems) under said By-Law No. 21/14.

2. If it is determined to be in the public interest to impose, in addition to the specific controls and restrictions included in Section 1. above, certain additional restrictions in the form of traffic controls and/or parking restrictions on a temporary basis along said alternative traffic routes, then the installation of all such signs or traffic control devices is hereby authorized and said signs or traffic control devices so installed under authority of this section shall be enforceable in similar manner as though they were installed under authority of Town of Fort Frances By-Law No. 21/14, the Traffic Control By-Law.
3. The provisions of this by-law shall be in force and effect only during the King’s Highway Reconstruction (Contract 20-OF-11),

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 10th day of May 2021.

J. Caul, MAYOR

E. Slomke, CLERK

Date: May 10, 2021

To: Planning & Development Executive Committee

From: Cody Vangel, CBO/Planner

Re: 324 Victoria Avenue Zoning Amendment – Request For Waiver of Fees

The Rainy River District Social Services Administration Board (RRDSSAB) submitted application for Minor Variance to the Committee of Adjustment requesting reduction in the required number of on-site parking spaces from 22 to 5 due to a change in use of the facility located at 324 Victoria Avenue.

The Committee of Adjustment considered this matter at the March 17, 2021 session, though deferred making a decision at the meeting due to concerns that the request was “major”, and asked that the applicant should bring back further information on the proposal including but not limited too a site plan detailing additional onsite parking, third party off-street parking agreement, on street parking agreement, etc.

Please be advised that the Rainy River District Social Services Administration Board has submitted a letter dated March 18, 2021 to hereby withdraw their application for minor variance (application A1-2021) related to their property at 324 Victoria Avenue. The applicant states in the letter which has been provided for your reference that they feel the request would be more appropriately considered as a zoning by-law amendment rather than a minor variance due to its nature.

Given that the RRDSSAB has paid a minor variance application fee of \$324.50 and will be subject to the fee of the public notice for \$264.75 plus applicable taxes, RRDSSAB is requesting that the applicable fees for the upcoming rezoning application be waived. The fees requested to be waived are \$1,400.00 for the application and an estimated \$500.00 for the next newspaper public notice.

The Planning and Development Executive Committee considered this matter at their May 3, 2021 session and recommended that the full fee waiver be denied and that the RRDSSAB pay the difference between the minor variance fee and zoning amendment fee ($\$1,400 - \$324.50 = \$1,075.50$) and that they also be responsible for the costs of the required public notice.

Respectfully submitted,



Cody Vangel
CBO/Planner

Council approval of this report will agree with the recommendation of the Planning and Development Executive Committee such that the RRDSSAB will be subject to the cost difference between the minor variance application and zoning amendment application ($\$1,075.50$) and that the RRDSSAB also be responsible for the costs of the required public notice.



Rainy River District Social Services Administration Board

450 Scott Street
Fort Frances, ON
P9A 1H2

Ph: (807) 274-5349
Fax: (807) 274-0678
Toll Free: 1-800-265-5349

• Children's Services • Land Ambulance • Ontario Works • Social Housing

March 18, 2021

By Email to:

Doug Brown, CAO Town of Fort Frances, dbrown@fortfrances.ca &
Cody Vangel, Chief Building Official & Municipal Planner, cvangel@fortfrances.ca

Town of Fort Frances
Doug Brown, CAO
320 Portage Ave,
Fort Frances, ON
P9A 3P9

RE: Withdrawal of Minor Variance Application 324 Victoria Avenue

Dear Doug,

As discussed, the Rainy River District Social Services Administration Board hereby withdraws the request for Minor Variance for our property located at 324 Victoria Avenue, Fort Frances, ON. We recognize that that this request should be more appropriately dealt with as a Zoning Amendment and are therefore in the process of completing the necessary Zoning Amendment documents for submission to the Town of Fort Frances.

With the forthcoming application for Zoning Amendment the Rainy River District Social Services Administration Board requests that the Town of Fort Frances consider a waiver of fees so that further monies can be utilized to directly fund the ongoing renovations and assist with bringing the programs on line.

Thank you for your continued support. Please advise if you require anything further from our office, by email or phone if required.

Best regards,

Dan McCormick
CAO, Rainy River DSSAB

cc: Sandra Weir, Integrated Services Manager
Leanne Eluik, Director of Finance & Asset Management
Cody Vangel, Chief Building Official & Municipal Planner

**TREASURY REPORT 2021/19**

To: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: April 21, 2021

SUBJECT: BIA 2021 Budget & Tax Rates

BACKGROUND

The BIA have forwarded their 2021 Budget requirement for the purpose of levying and collection of a special charge of taxes upon the Business Improvement Area as provided for under Section 208 of the *Municipal Act, 2001*.

The BIA levy in the amount of \$45,000.00 is required by the Board of Management of the Business Improvement Area for the year 2021 as shown in Schedule "A" to support their approved budget of \$125,765 as submitted. The tax rates for the special charge, based on the 2021 tax ratios, are set out in Schedule "B" as attached to this report.

RECOMMENDATION

Administration recommends approval of the 2021 budget estimates in the amount of \$125,765, as submitted by the Downtown Scott Street BIA, and approves the tax rates to support the BIA special charge levy in the amount of \$45,000.00. Further that an authorizing By-Law be brought forward to the next Council Meeting.

Council Approval of This Report Will approve the 2021 BIA Budget and authorize that a by-law setting the 2021 BIA tax rates, levy and collection be brought forward to the next Council Meeting.

Schedule "A" to By-Law No. __/21

**FORT FRANCES BUSINESS IMPROVEMENT ASSOCIATION
2021 BUDGET**

	New Account Number	2020 Budget	2020 Actuals	2021 Budget
Revenue:				
BIA Taxation - Commercial	60-180-1823-0140-40014	(45,000)	(44,324.42)	(45,000)
BIA Taxation - Industrial	60-180-1823-0150-40014			
BIA Supp/Omit or Write-off	60-180-1823-0140-50014			
W/O Vacancy Rebates	60-180-1823-0122-50024	103	6.41	103
W/O Charity Rebates	60-180-1823-0122-54512		847.93	
Promotions Income	60-180-1823-0430-40688		(1,705.66)	
Transfer To/From Surplus	60-180-1823-0000-71030	(60,173)		(80,868)
		(105,070)	(45,175.74)	(125,765)
Expenditures:				
Part-time Salaries/Wages	60-180-1823-1101-60020	4,000	2,583.76	4,000
CPP	60-180-1823-1101-60025		110.73	
EI	60-180-1823-1101-60030		58.59	
EHT	60-180-1823-1101-60040		51.63	
WSIB	60-180-1823-1101-60055		61.43	
Telephone/Communications	60-180-1823-1200-71251	1,200	537.13	1,200
Postage	60-180-1823-1200-71252	50		50
Memberships	60-180-1823-1200-71260	50	229.20	0
Office Supplies	60-180-1823-1400-71410	500		500
Meeting Expenses	60-180-1823-1500-71532	200		200
Building & Office Rent	60-180-1823-1500-71552	2,034	1,831.68	2,034
Advertising & Public Notice	60-180-1823-1500-71591	20,000	6,457.28	20,000
Social Media	60-180-1823-1500-71592	500		500
Events/Activities	60-180-1823-1500-71593	2,500	47.70	5,000
Banners & Poles	60-180-1823-1900-71902	500		2,000
Seasonal Decorations	60-180-1823-1900-71903	10,000	176.39	10,000
Future Projects	60-180-1823-1900-71906	2,000		
Rainy Lake Market Square Project	60-180-1823-1900-71907	10,000	10,000.00	10,000
Soil/Plants/Trees	60-180-1823-2740-71440	7,000	2,335.39	1,000
Grounds Repairs/Maintenance	60-180-1823-2740-71545			2,000
Materials	60-180-1823-2750-71471			7,000
Surplus		44,536		60,281
		105,070	24,480.91	125,765
Accumulated (Surplus)/Deficit		0	(20,694.83)	0

Schedule "B" to By-Law No. __/21

2021 BIA TAX RATES

Class	RTC/ RTQ	2020 Assessment	Tax Rate Discount	Discounted CVA	Tax Ratios	Weighted CVA	Effective Tax Rate	2020 BIA Tax Levy
Commercial	CT	9,684,900	1	9,684,900	1.943520	18,822,797	0.00464641	45,000.00
Industrial	IT	-	1	-	2.644372	-	0.00632195	-
Total		9,684,900		9,684,900		18,822,797		45,000.00

Base Rate $\frac{45,000.00}{18,822,797}$ Dollars Required
Weighted Assessment

0.002390718 Base Rate equal to tax ratio of 1

**Treasury Report 2021/21**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: April 29, 2021

SUBJECT: Letter from Irene Laing re: Seniors Month in June

BACKGROUND

At the April 26, 2021 Council Meeting, the letter received from Irene Laing Board Chair of the Fort Frances Senior Centre for support was referred to the Administration & Finance Executive Committee for recommendation with input from the Community Services Executive Committee.

The request is for the following:

1. Proclamation of June as Seniors Month
2. Mayor or a representative attend the Senior Centre to kick off the event at noon on June 1
3. Donation of up to 200 ice cream cones at the Marina for those participating in the walk

The Community Services Executive Committee recommends that we consider a monetary donation of \$500 be made from the Council Public Relations budget to help with activities planned during Seniors Month as the Town will not be running the Marina.

RECOMMENDATION

The Administration & Finance Executive Committee with input from the Community Services Executive Committee recommends Proclamation of June as Seniors Month, have the Mayor or a representative attend the Senior Centre to kick off the event at noon on June 1, and a donation of \$500 from the Council Public Relations Budget.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee with input from the Community Services Executive Committee to Proclaim June as Seniors Month, have the Mayor or a representative attend the Senior Centre to kick off the event at noon on June 1, and provide a donation of \$500 from the Council Public Relations Budget.

April 19, 2021

Report To: Administration and Finance Executive Committee

From: Michael Behan, Chair of Community Services Executive Committee

RE: Donation of Ice Cream Cones Request

The Fort Frances Senior Centre is preparing to celebrate Seniors Month during June. They are looking at hosting events for Seniors in the community and are asking that the Town donate an ice cream cone per senior during one of the activities planned to be held down on the waterfront.

The request indicates that attendance will be capped at 200 for the event and based on the cost of an ice cream cone in 2020 of \$2.50 that would be a donation up to approximately \$500.00. Complicating the potential donation is the fact that the Sorting Gap Marina will potentially be operated by an operator other than the Town of Fort Frances and the cost of this potential donation could be significantly higher but at this point would be unknown.

Due to the uncertainties around the Sorting Gap Marina operations and the numbers of individuals attending the events, it may be most beneficial to consider a set monetary donation toward the activities planned during Seniors Month.

Recommendation

The Community Services Executive Committee recommends to the Administration and Finance Executive Committee to consider a monetary donation of \$500 be made from the Council Public Relations budget to help with the activities planned during Seniors Month.

Respectfully Submitted,

Michael Behan,
Chair of Community Services Executive Committee



**FORT FRANCES SENIOR CENTRE
401 NELSON STREET, FORT FRANCES, ON P9A 1B3**

Mayor and Council
Town of Fort Frances

April 6, 2021

Dear Mayor and Council:

The Fort Frances Senior Centre is planning a series of events to celebrate Seniors Month in June. To date our plans include an exhibition and Riverwalk on June 1, a Scavenger Hunt on June 9, a Sports Day on the 22nd and a Barbecue on the 29th.

We would appreciate it if the Town could proclaim June as Seniors Month and if the Mayor or a representative could attend the Senior Centre to kick off the event at noon on June 1. As well, could the Town donate ice cream cones at the Marina for seniors participating in the walk? Tickets would be handed out to participants at the Centre at the beginning of the walk. Participation will be capped at 200.

We will be adhering to whatever COVID regulations might be in effect at that time. Our current plan is to have activities outdoors in our parking lot. In the event of rain we will postpone and do the events the following day.

Thanking you for your attention to these matters,

Sincerely

Irene Laing
Board Chair



**Treasury Report 2021/22**

TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: May 5, 2021

SUBJECT: Bank Agreement

BACKGROUND

The Town of Fort Frances is in the process of changing over to the Public Sector and Not-for-Profit Group within CIBC in order for CIBC to support us greater as a Municipality. In doing so, they want a new Credit Facilities Agreement signed. We have a similar agreement with is attached as Schedule A to By-Law 71/06. This new agreement will also be covered by By-Law and the previous By-Law will be rescinded.

RECOMMENDATION

The Administration & Finance Executive Committee recommends signing of the CIBC Credit Facilities Agreement and further than an authorizing By-Law be prepared for the Mayor and Clerk to execute the agreement on behalf of the Corporation.

Council approval of this report will agree with the recommendation of the Administration & Finance Executive Committee to sign the CIBC Credit Facilities Agreement and further than an authorizing By-Law be prepared for the Mayor and Clerk to execute the agreement on behalf of the Corporation.



Canadian Imperial Bank of Commerce
David Cohen, Manager
Public Sector and Not-for-Profit Group
222 Queen Street, 2nd Floor
Ottawa, Ontario K1P
5V9

April 20, 2021

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

Attention: Dawn Galusha, Treasurer

Dear Ms. Galusha:

Re: Credit Facilities

Canadian Imperial Bank of Commerce (“**CIBC**”) is pleased to establish the following credit facility(ies) in favour of The Corporation of the Town of Fort Frances (the “**Borrower**”).

Credit A: Revolving Facility

Credit Limit:	\$4,000,000.
Purpose:	All amounts obtained under this Credit are to be used for expenses incurred in the normal course of business by the Borrower.
Description and Rate:	<p>A revolving Credit, available as follows:</p> <ul style="list-style-type: none"> ▶ Canadian dollar loans, which will also be available by way of overdrafts. ▶ Interest on Canadian dollar loans will be calculated at the Prime Rate minus 0.50% per annum.
Repayment:	All amounts under this Credit are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time.

Credit B: Demand Instalment Loan

Loan Amount:	\$551,968
Purpose:	All amounts obtained under this Credit were used to combine two loans that matured on Dec 31, 2017. These loans were

originally used for the Honeywell project.

Description and Rate:

A non-revolving Instalment Loan. Principal that is repaid is not available to borrow. Interest on this loan is payable monthly.

Interest on this loan will be calculated at a fixed rate of 4.397% per year for a period maturing December 31, 2022.

Repayment:

On demand. Until demand, this facility is repayable as follows:

21 regular monthly payments of CDN\$26,284.18 each, plus accrued interest payable monthly are due on the last day of the month with next payment due April 30, 2021.

The last regular instalment payment plus any outstanding principal and interest and any other amount due but unpaid with respect to this Facility is due on the Last Regular Scheduled Payment Date.

You may only prepay this Facility in accordance with the terms outlined in Schedule A of the agreement dated January 4, 2018.

Security

All Credits are provided on an unsecured basis.

Documentation

Borrowing By-Laws:

By-law authorizing Facility A in form and substance satisfactory to CIBC. A new resolution is to be provided annually as required.

Borrowing By-Laws:

By-Law #47/12 and 67/10 from the Corporation of the Town of Fort Frances RE: Borrowing to Meet Specific Expenditures (with respect to Capital Expenditure), authorizing Facility B.

Reporting Requirements

Reporting Requirements:

The Borrower will provide to CIBC:

- ▶ within 180 days after the end of each fiscal year, the audited consolidated financial statements of the Borrower for such year
- ▶ within 180 days after the end of each fiscal year, a

business plan/forecast for the Borrower for its next fiscal year, including projected balance sheets, income statements and cash flows and financial covenant calculations for such next fiscal year

Other Provisions

Schedule A: The attached Schedule A, which contains certain additional provisions applicable to the Credits, and certain definitions, forms part of this Agreement.

Replacement: This letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any credit facility established by CIBC in favour of the Borrower.

Please indicate your acceptance of these terms by signing below and returning the enclosed copy to our attention no later than May 14, 2021.

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

By: _____

Name: David Cohen

Title: Authorized Signatory

By: _____

Name: Doug Mara

Title: Authorized Signatory

Accepted this _____ day of _____.

The Corporation of the Town of Fort Frances

By: _____

Name:

Title:

By: _____

Name:

Title:

**SCHEDULE A - ADDITIONAL DEFINITIONS AND PROVISIONS
FOR DEMAND FACILITIES**

1. GENERAL

1.1 Use of Funds, Returns. The Borrower will use the Credits only for the purposes specified in this Agreement. The Borrower may not at any time exceed the limit of any Credit, and CIBC may, without notice to the Borrower, return any item that, if paid, would result in the limit of any Credit being exceeded. If, on the other hand, CIBC in its sole discretion elects to pay any such item, the Borrower will pay to CIBC immediately the amount by which the limit of the applicable Credit has been exceeded.

1.2 Notice of Failure. The Borrower will promptly notify CIBC of the occurrence of any failure to perform or observe any of its covenants in this Agreement.

1.3 Confidentiality. The terms of this Agreement are confidential between the Borrower and CIBC, and accordingly the Borrower will not disclose the contents of this Agreement to anyone except its professional advisors.

1.4 Applying money received. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, all moneys received by CIBC from the Borrower or from any Security may be applied on such parts of the Borrower's liabilities to CIBC as CIBC may determine.

1.5 Right of Set-Off. At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, CIBC is authorized at any time to set-off and apply any deposits held by it and any other amounts owed by it to or for the credit of the Borrower against any and all of the obligations of the Borrower with respect to the Credits, irrespective of whether or not CIBC has made any demand and even though any such obligations may not yet be due and payable.

1.6 Registration of Security. The Security will be registered or filed in all jurisdictions and in all offices as CIBC considers necessary or advisable from time to time to create, perfect or protect any Lien created thereby.

1.7 Expenses. The Borrower will reimburse CIBC for all fees and out of pocket expenses (including fees and expenses of CIBC's solicitors and of any other experts and advisors hired by CIBC) incurred in preparing, registering and renewing any Security, in responding to requests from the Borrower for waivers, amendments and other matters, in enforcing CIBC's rights under this Agreement or any Security, and in discharging any Security.

1.8 Further information requirements. The Borrower will provide such further information about its business and its Subsidiaries as is reasonably requested by CIBC from time to time, and such information shall be in a form acceptable to CIBC.

1.9 Consent to release information. CIBC may from time to time give any credit or other information about the Borrower to, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any person, firm or corporation with whom the Borrower may have or proposes to have financial dealings, and (iii) any person, firm or corporation in connection with any dealings the Borrower has or proposes to have with CIBC. The Borrower agrees that CIBC may use that information to establish and maintain the Borrower's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's Subsidiaries when it is considered that this may be suitable to the Borrower.

1.10 Instructions by fax, phone and e-mail. The Borrower may deliver, and CIBC may accept, instructions by fax, telephone (including cellular phone) and internet e-mail ("Electronic Communication"), according to CIBC-approved procedures, which procedures may be limited to particular types of communications or services. Unless the Borrower expressly indicates otherwise, the Borrower agrees that CIBC may also communicate with the Borrower by e-mail or fax. This may include (i) CIBC sending confidential information to the Borrower, at the Borrower's request; or (ii) the Borrower sending confidential information to CIBC. An Electronic Communication may not be a secure means of communication and the Borrower assumes responsibility for the risks of using Electronic Communications including, without limitation, the possibility that an Electronic Communication is: intercepted by or sent to an unauthorized person, misunderstood, lost, delayed, or not received by CIBC at all. CIBC is entitled to rely upon any Electronic Communication from or purporting to be from the Borrower, as if such instructions were given in writing. However, CIBC may choose not to act upon an Electronic Communication if it believes that the Electronic Communication is unauthorized, incorrect or unclear. CIBC shall not be liable for, and the Borrower will indemnify and save CIBC harmless from, any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct) including among other things all legal fees and expenses, arising from CIBC acting or declining to act on any of your Electronic Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC under this Agreement or otherwise.

1.11 Further Assurances. The Borrower will, and will ensure that each of its Subsidiaries will, from time to time promptly upon request by CIBC do and execute all such acts and documents as may be reasonably required by CIBC to give effect to the Credits and the Security, and to any transfer pursuant to section 1.16 of this Schedule.

1.12 Insurance. The Borrower will, and will ensure that each of its Subsidiaries will, keep all its respective assets and property insured (to the full insurable value) against loss or damage by fire and all other risks usual for similar property and for any other risks CIBC may reasonably require. If CIBC requests, these policies will include a loss payable clause (and with respect to mortgage security, a mortgagee

clause) in favour of CIBC. As further security, the Borrower assigns all insurance proceeds to CIBC. The Borrower will provide to CIBC either the policies themselves or adequate evidence of their existence. If any insurance coverage for any reason stops, CIBC may (but shall have no obligation to) insure the property. The Borrower will notify CIBC immediately of any loss or damage to any such asset or property.

1.13 Environmental. The Borrower will, and will ensure that each of its Subsidiaries will, carry on its business, and maintain its assets and property in accordance with all applicable environmental laws and regulations. If there is any release, deposit, discharge or disposal of pollutants of any sort (collectively, a “Discharge”) in connection with the business or property of the Borrower or any of its Subsidiaries, and CIBC pays any fines or for any clean-up suffers any loss or damage as a result of the Discharge, the Borrower will reimburse CIBC, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts (including amounts spent preparing any necessary environmental assessment or other reports, or defending any lawsuits) that result. If CIBC asks, the Borrower will defend any lawsuits, investigations or prosecutions brought against CIBC or any of its directors, officers, employees and agents in connection with any Discharge. The Borrower’s obligation under this section continues even after all Credits have been repaid and this Agreement has terminated.

1.14 Related Transactions. None of the Borrower and its Subsidiaries will enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its Affiliates, or with any of its or their directors or officers, or enter into, assume or permit to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of the Borrower or such Subsidiary and which is upon fair and reasonable terms not less favourable to the Borrower or its applicable Subsidiary than it would obtain in a comparable arms-length transaction.

1.15 Waiver. No delay on the part of CIBC in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of CIBC, or will be applicable to any other failure or default.

1.16 Assignment. CIBC may assign, sell or participate (herein referred to as a “transfer”) all or any part of its rights and obligations under all or any of the Credits to any third party, and the Borrower agrees to sign any documents and take any actions that CIBC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Agreement as if it were a party to it, with respect to all rights and obligations included in the transfer. The Borrower may not assign any of its rights or obligations under any of the Credits.

1.17 Authorized Debits. The Borrower authorizes CIBC to debit its Operating Account for any interest, fees or other amounts that are payable by the Borrower to CIBC with respect to the Credits, as and when such amounts are payable.

1.18 Communications. Any communication or notice to be given with respect to the Credits may be effectively given by delivering the same at the addresses set out on the signature page of this Agreement, or by sending the same by facsimile or prepaid registered mail to the parties at such addresses. Any notice so mailed will be deemed to have been received on the tenth day next following the mailing thereof, provided that postal service is in normal operation during such time. Any facsimile notice will be deemed to have been received on transmission if sent on a Business Day and, if not, on the next Business Day following transmission. Either party may from time to time notify the other party, in accordance with this section, of any change of its address which thereafter will be the address of such party for all purposes of the Credits.

1.19 Governing Law. This Agreement shall be governed by the laws of Ontario, and the Borrower submits itself to the jurisdiction of any competent federal or provincial court in such jurisdiction.

1.20 Certain Definitions. In this Agreement the following terms have the following meanings:

“**Affiliate**” means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if the first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means the attached letter agreement between CIBC and the Borrower, including this Schedule and any other Schedules thereto, as the same may be amended or supplemented from time to time.

“**Business Day**” means (i) with respect to any amount denominated in Canadian dollars and all matters pertaining thereto, any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Canada, and (ii) with respect to any amount denominated in US dollars and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in Toronto, Canada.

“**Compliance Certificate**” means an Officer’s Certificate in the form prescribed by CIBC and stating, as of the applicable date, (i) that the Borrower is not in default of the observance or performance of any of its covenants in this Agreement (or describing any default then existing), (ii) that all representations and warranties contained in this Agreement are true and accurate as if made on and as of such date (or describing any thereof that are not then true and accurate), (iii) the particulars and calculation of all financial covenants of the Borrower contained in this Agreement.

“**GAAP**” means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If the Borrower, or the party to which references to GAAP are intended to apply, has adopted International Financial Reporting Standards (“IFRS”), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

“**Investment**” means, with respect to any person, any direct or indirect investment in or purchase or other acquisition of the securities of or any equity interest in any other person, any loan or advance to, or arrangement for the purpose of providing funds or credit to (excluding extensions of

trade credit in the ordinary course of business in accordance with customary commercial terms), or capital contribution to, any other person, or any purchase or other acquisition of all or substantially all of the property of any other person.

“Lien” includes without limitation a mortgage, hypothec, whether legal or conventional lien, Prior Ranking Claims, security interest, prior claim, charge or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts, capital leases and leasing.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, considered as a whole, or a material adverse effect on the ability of any of the Borrower and its Subsidiaries to perform its obligations under any of this Agreement and the Security to which it is a party.

“Monthly Statement of Available Credit” means an Officer’s Certificate stating, the amount and particulars of calculation of Receivable Value, Inventory Value (if applicable) and Prior Ranking Claims, and the resulting maximum available amount and undrawn amount of the Demand Operating Credit, as of a specified date.

“Normal Course Lien” means, at any time, the following:

- (i) Liens for taxes and other undetermined or inchoate Liens arising in the ordinary course of business which relate to amounts not overdue or a claim for which has not been filed or registered pursuant to applicable law;
- (ii) easements, rights-of-way, restrictions and other similar encumbrances arising in the ordinary course of business which, in the aggregate, are not substantial in amount, and which do not in any case materially detract from the value or use of the property subject thereto;
- (iii) Liens created by the Security and other Liens consented to in writing by CIBC;

“Officer’s Certificate” means a certificate, in form satisfactory to CIBC, signed by a senior officer of the Borrower.

“Operating Account” means any Canadian dollar or US dollar account of the Borrower with CIBC as is selected by CIBC from time to time for the purposes hereof.

“Prior Ranking Claims” means, at any time, any liability of any of the Borrower and its Subsidiaries that ranks, in right of payment in any circumstances, equal to or in priority to any liability of the Borrower or such Subsidiary to CIBC, and may include unpaid wages, salaries and commissions, unremitted source deductions for vacation pay, arrears of rent, unpaid taxes, amounts owed in respect of worker’s compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Lien.

“Purchase Money Lien” means any Lien which secures a Purchase Money Obligation permitted by this Agreement, provided that such Lien is created not later than 30 days after such Purchase Money Obligation is incurred and does not affect any asset other than the asset financed by such Purchase Money Obligation.

“Purchase Money Obligation” means any Debt (including without limitation a capitalized lease obligation) incurred or assumed to finance all or any part of the acquisition price (and not exceeding the fair market value) of any asset acquired by any of the Borrower and its Subsidiaries.

“Security” means, collectively, all of the items of security held by CIBC for the indebtedness and liabilities, or any part thereof, of the Borrower to CIBC.

“Subsidiary” of any person means any other person of which shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners’ equity or capital or entitlement to profits, are owned beneficially or controlled, directly or indirectly, by any one or more of such first person and the Subsidiaries of such first person, and shall include any other person in like relationship to a Subsidiary of such first person.

2. INTEREST RATES; PAYMENTS; CALCULATIONS

2.1 **Variable interest.** Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes.

2.2 **Payment of interest.** Interest is calculated on the applicable balance at the end of each day. Interest is payable in arrears once a month on the day required by CIBC, unless otherwise specified in this Agreement, and interest on amounts in default is payable on demand.

2.3 **Interest Rate Applicable to Credit Limit Excesses.** The Interest Rate Applicable to Credit Limit Excesses will be charged on the amount outstanding under a Credit that exceeds the limit of such Credit, and if there are several parts of a Credit, the Interest Rate Applicable to Credit Limit Excesses will be charged if the limit of a particular part is exceeded. To determine if the limit of a Credit has been exceeded, any amount in a currency other than the currency in which the limit is designated will be converted into that currency, as described in section 2.10 of this Schedule.

2.4 **Interest on Overdue Amounts.** Except as otherwise specified herein, if any principal is not paid when due, such overdue principal will bear interest (as well after as before judgement), payable on demand, at the interest rate applicable to such principal prior to default, and interest will be payable on overdue interest (as well after as before judgement) at the same rate as is applicable to the related principal. If any amount is not paid by the Borrower when due and there is no interest otherwise applicable to such amount specified herein, such overdue amount will bear interest (as well after as before judgement), payable on demand, at a rate per annum equal at all times to the Prime Rate plus 5% (in the case of any such amount payable in Canadian dollars) or the US Base Rate plus 5% (in the case of any such amount payable in US dollars) from the date of non-payment until paid in full.

2.5 **Reductions of Limit of Credits.** On or prior to each date on which the limit of any Credit is reduced, the Borrower will repay such outstanding amounts thereunder, if any, as are necessary so that, after giving effect to the repayment, the total of all amounts outstanding under such Credit does not exceed the limit as so reduced.

2.6 **Payments.** If any payment is due on a day other than a Business Day, such payment will be due on the next Business Day.

2.7 **CIBC's pricing policy.** The fees, interest rates and other charges for the Borrower's banking arrangements with CIBC are dependent upon each other. Accordingly, if the Borrower cancels or does not follow through with, in the manner originally contemplated, any of these arrangements, CIBC reserves the right to require payment by the Borrower of increased or added fees, interest rates and charges as a condition of the continuation of the Borrower's banking arrangements.

2.8 **Calculations.** The following terms apply to all calculations under the Credits:

(a) CDOR, Federal Funds Rate, Prime Rate and US Base Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate.

(b) All interest and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365. Any such applicable interest rate, expressed as an annual rate of interest for the purpose of the *Interest Act* (Canada), shall be equivalent to such applicable interest rate multiplied by the actual number of days in the calendar year in which the same is to be determined and divided by 365.

(c) In calculating interest or fees payable hereunder for any period, unless otherwise specifically stated, the first day of such period shall be included and the last day of such period shall be excluded.

2.9 **CIBC's Records.** CIBC's loan accounting records will provide conclusive evidence of all terms and conditions of the Credits such as principal loan balances, interest calculations, and payment dates.

2.10 **Foreign Currency Conversion.** If it is necessary for any purpose relating to the Credits that an amount denominated in a currency other than Canadian dollars be expressed in or equated to an amount of Canadian dollars (such as, for example, to determine whether amounts denominated in US dollars that are outstanding under a Credit which has a limit specified in Canadian dollars exceed the limit of such Credit so as to make applicable the Interest Rate Applicable to Credit Limit Excesses), the applicable amount of Canadian dollars shall be determined by CIBC in accordance with its normal practice.

2.11 **Deemed Re-Investment Principle.** For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

2.12 **Certain Definitions.** If and whenever required for the purpose of this Agreement, the following terms have the following definitions:

"CDOR" means, for any day, the average of the annual discount rates for bankers' acceptances denominated in Canadian dollars of certain banks named in Schedule 1 to the *Bank Act* (Canada) for a specified term that appears on the CDOR page of the Reuters Screen as of 10:00 a.m. on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day).

"Federal Funds Rate" means, for any day, an annual interest rate equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day in New York, for the next preceding business day in New York) by the Federal Reserve Bank of New York, or for any such business day on which such rate is not so published, the arithmetic average of the quotations for such day on such transactions received by CIBC from three United States federal funds brokers of recognized standing selected by it.

"Interest Rate Applicable to Credit Limit Excesses" means the annual interest rate generally established by CIBC from time to time for the purpose of calculating interest on overdrafts in accounts maintained with CIBC in Canada.

"Prime Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in Canadian dollars made in Canada and (ii) 1% per annum above the CDOR for 30-day bankers' acceptances from time to time.

"US Base Rate" means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in US dollars made in Canada, and (ii) 1% per annum above the Federal Funds Rate from time to time.

3. NOTICE OF BORROWING; NOTICE OF REPAYMENT; OVERDRAFTS

3.1 **Notice of Borrowing.** Whenever the Borrower desires to obtain any amount under a Credit (other than a loan by way of a permitted overdraft), it will give to CIBC irrevocable prior written notice (a "Notice of Borrowing") specifying the Credit under which such amount is to be obtained and the particulars of such amount including the Business Day on which such amount is to be obtained. A notice requesting any loan in an amount exceeding \$10,000,000 or US \$10,000,000 must be given not later than 10:00 a.m. on the Business Day preceding the applicable borrowing date.

3.2 **Notice of Repayment.** Whenever the Borrower desires to make any repayment or repayments under one or more of the Credits in an aggregate amount exceeding \$10,000,000 (or an equivalent amount in any other currency) on any day, it will give to CIBC irrevocable written notice specifying the particulars of such repayment not later than 10:00 a.m. on the Business Day preceding the applicable repayment date.

3.3 **Overdrafts.** If the Borrower is entitled under any Credit to obtain loans in Canadian dollars or US dollars by way of overdraft, the debit balance in the Borrower's applicable Operating Account from time to time will be deemed to be a loan in Canadian dollars or US dollars, as the case may be, outstanding to the Borrower under such Credit and bearing interest as set out in this Agreement for loans in such currency under such Credit. If at any time the Borrower is a party to a cash concentration arrangement with CIBC, the amount of any overdraft from time to time in the Canadian dollar or US dollar concentration account of the Borrower established pursuant to such arrangement will also be deemed to be a loan in Canadian dollars or US dollars, as applicable, outstanding to the Borrower under the applicable Credit and bearing interest as set out above on the basis of the Prime Rate or the US Base Rate, as the case may be.

4. INDEMNITIES

4.1 **Reserve Indemnity.** If subsequent to the date of this Agreement any change in or introduction of any applicable law, or compliance by CIBC with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject CIBC to any tax with respect to the Credits or change the basis of taxation of payments to CIBC of any amount payable under the Credits (except for changes in the rate of tax on the overall net income of CIBC), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Credits, or impose on CIBC any other condition or restriction, and the result of any of the foregoing is to increase the cost to CIBC of making or maintaining the Credits or any amount thereunder or to reduce any amount otherwise received by CIBC under the Credits, CIBC will promptly notify the Borrower of such event and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

4.2 **Currency Indemnity.** Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the "proper currency") made to or for the account of CIBC in a currency (the "other currency") other than the proper currency, whether pursuant to a judgement or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower's obligation only to the extent of the amount of the proper currency which CIBC is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which CIBC is able to purchase is less than the amount of the proper currency due to CIBC, the Borrower shall indemnify and save CIBC harmless from and against any loss or damage arising as a result of such deficiency.

4.3 **Default Indemnity.** The Borrower shall indemnify and save harmless CIBC from all claims, demands, liabilities, damages, losses, costs, charges and expenses, including any loss or expense arising from interest or fees payable by CIBC to lenders of funds obtained by it in order to make or maintain any amount under the Credits and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained, which may be incurred by CIBC as a consequence of (i) default by the Borrower in the payment when due of any amount hereunder or the occurrence of any other default relative to any of the Credits, (ii) default by the Borrower in obtaining any amount after the Borrower has given notice hereunder that it desires to obtain such amount, (iii) default by the Borrower in making any optional repayment of any amount after the Borrower has given notice hereunder that it desires to make such repayment, or (iv) the repayment of any loan on which interest is payable at a fixed annual rate otherwise than on the expiration of the fixed interest rate period applicable thereto, or the repayment of any other amount otherwise than on any specified maturity date thereof. A certificate of CIBC as to any such loss or expense and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

5. CONDITIONS PRECEDENT

5.1 Conditions Precedent to the Initial Amount

CIBC shall not be obliged to make available the initial amount under any Credit unless it shall have received (a) all required Security, which shall have been duly registered and filed as required hereby, (b) such financial and other information relating to the Borrower and its Subsidiaries, and any guarantor, as CIBC shall have reasonably requested, (c) confirmation of all insurance maintained by the Borrower and its Subsidiaries, and such insurance shall comply with the requirements of this Agreement, (d) payment of all fees and other amounts which shall have become due and payable by the Borrower to CIBC on or prior to the initial borrowing date, and (e) the following documents in form, substance and execution acceptable to CIBC: (i) a certified copy of the constating documents and by-laws of each of the Borrower and its Subsidiaries, and of each corporate guarantor, and of all corporate proceedings taken and required to be taken by each of them to authorize the execution and delivery of such of this Agreement and the Security to which it is a party and the performance of the transactions by it contemplated therein; (ii) a certificate of incumbency for each of the Borrower and its Subsidiaries, and for each corporate guarantor, setting forth specimen signatures of the persons authorized to execute such of this Agreement and the Security to which it is a party; (iii) such legal opinions addressed to CIBC relative to the Borrower, this Agreement and the Security as CIBC may require; and (iv) such other documents relative to this Agreement and the transactions contemplated herein as CIBC may reasonably require.

5.2 Conditions Precedent to All Amounts

CIBC shall not be obliged to make available any amount under any Credit unless (a) CIBC shall have received any applicable Notice of Borrowing, (b) on the applicable borrowing date the Borrower shall not have failed to observe or perform any of its covenants in this Agreement, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect, (c) the representations and warranties contained in this Agreement shall be true on and as of the applicable borrowing date with the same effect as if such representations and warranties had been made on and as of the applicable borrowing date, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect, (d) all other conditions specified herein, to the extent not previously satisfied for any reason, other shall have been satisfied, and (e) in respect of any amount that would result in the aggregate amount outstanding under the Credits being increased, there shall not have occurred subsequent to the date of last annual financial statements of the Borrower, in the opinion of CIBC, any event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.

6. REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties.** To induce CIBC to establish and maintain each Credit, the Borrower represents and warrants as follows:

- (a) Each of the Borrower and its Subsidiaries has all necessary power and authority to own its property, to carry on the business carried on by it, to enter into and perform its obligations under such of this Agreement and the Security to which it is a party.
- (b) This Agreement, and upon delivery thereof the Security, have been duly executed and delivered by each of the Borrower and its Subsidiaries as are parties thereto, and constitute the legal, valid and binding obligation of each of them enforceable in accordance with their terms.
- (c) The execution and delivery by the Borrower and its Subsidiaries of this Agreement and the Security and the performance by them of their obligations thereunder, and the obtaining by the Borrower of amounts under the Credits, will not conflict with or result in a breach of any applicable law, and will not conflict with or result in a breach of or constitute a default under any of the provisions of its constituting documents or by-laws or any agreement or restriction to which it is a party or by which it is bound.
- (d) The Borrower has delivered to CIBC a true and complete copy of its most recent financial statements, and such financial statements present fairly the financial position of the Borrower, in accordance with GAAP, as of the date thereof and for the fiscal period then ended. All financial statements of the Borrower delivered by the Borrower to CIBC after the date of this Agreement will present fairly the financial position of the Borrower, in accordance with GAAP, as of the dates thereof and for the fiscal periods then ended.
- (e) Since the date of the most recent financial statements of the Borrower delivered to CIBC, there has occurred no event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.
- (f) The Borrower has not failed to observe or perform (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement.
- (g) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph, to the best knowledge of the Borrower, (i) the business carried on and the property owned or used at any time by any of the Borrower and its Subsidiaries and their respective predecessors have at all times been carried on, owned or used in compliance with all environmental laws; (ii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to the business or property of any of the Borrower and its Subsidiaries (iii) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that any of the Borrower and its Subsidiaries is responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; and (iv) each of the Borrower and its Subsidiaries has maintained all environmental and operating documents and records relating to its business and property in the manner and for the time periods required by any environmental laws and has never had conducted an environmental audit of its business or property
- (h) No representation or warranty made by the Borrower herein or in any other document furnished to CIBC from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All projections and *pro forma* information delivered to CIBC from time to time by the Borrower were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery.

6.2 **Survival.** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under any Credit, and the delivery of each Notice of Borrowing and the obtaining of any amount under any Credit shall constitute a reaffirmation on and as of such delivery date and such borrowing date, in each case by reference to the then-existing facts and circumstances, of all representations and warranties contained in this Agreement.

7. FINANCIAL COVENANTS

7.1 **Calculation.** All financial covenants will be calculated including the Borrower and its Subsidiaries on a consolidated basis (or, if agreed upon by CIBC in its sole discretion, including the Borrower but excluding its Subsidiaries on an unconsolidated basis), and each amount derived from the Borrower's profit and loss statement shall be calculated as the total of such amount during the Borrower's four most recently-completed fiscal quarters (or, if agreed upon by CIBC in its sole discretion, during the Borrower's most recently-completed fiscal year), as shown in the Borrower's most recent financial statements delivered to CIBC.

7.2 **Certain Definitions.** In this Agreement the following terms have the following meanings:

"Adjusted Debt Service Ratio" means, for any period, the ratio of (a) the sum of (i) EBITDA for such period, (ii) all management bonuses and similar payments deducted in the calculation of such EBITDA but not paid out during such period (and with respect to which the entitlement to receive payment thereof has been postponed in a manner satisfactory to CIBC) and (iii) all management bonuses and similar payments deducted in the calculation of such EBITDA and paid out during such period, and which have then been loaned back to the Borrower during such period by way of Postponed Debt, to (b) Debt Service Requirements.

"Adjusted Fixed Charge Coverage Ratio" means, for any period, the ratio of (a) the sum of (i) EBITDA for such period, (ii) all management bonuses and similar payments deducted in the calculation of such EBITDA but not paid out during such period (and with respect to which the entitlement to receive payment thereof has been postponed in a manner satisfactory to CIBC) and (iii) all management bonuses and similar payments deducted in the calculation of such EBITDA and paid out during such period, and which have then been loaned back to the Borrower during such period by way of Postponed Debt to (b) the sum of (i) Debt Service Requirements for such period, [and] (ii) cash income taxes for such period [and (iii) Unfunded Capital Expenditures for such period] [and (iii) capital expenditures for such period].

"Current Assets" means assets that would be shown as current assets on the balance sheet prepared in accordance with GAAP, less all amounts due from Affiliates.

“Current Liabilities” means liabilities that would be shown as current liabilities on a balance sheet prepared in accordance with GAAP.

“Current Ratio” means the ratio of Current Assets to Current Liabilities.

“Debt” means, with respect to any person, (i) an obligation of such person for borrowed money, (ii) an obligation of such person evidenced by a note, bond, debenture or other similar instrument, (iii) an obligation of such person for the deferred purchase price of property or services, excluding trade payables and other accrued current liabilities incurred in the ordinary course of business in accordance with customary commercial terms, (iv) a capitalized lease obligation of such person, (v) a guarantee, indemnity, or financial support obligation of such person, determined in accordance with GAAP, (vi) an obligation of such person or of any other person secured by a Lien on any property of such person, even though such person has not otherwise assumed or become liable for the payment of such obligation, or (vii) an obligation arising in connection with an acceptance facility or letter of credit issued for the account of such person.

“Debt Service Requirements” means, for any periods (i) all principal payments in respect of Debt made or required to be made during such period, (ii) Interest Expense for such period, and (iii) all dividends paid during such period on all preferred shares of the Borrower.

“EBIT” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense and income taxes.

“EBITDA” means, for any period, Net Income for such period plus all amounts deducted in the calculation thereof on account of Interest Expense, income taxes, depreciation and amortization.

“Effective Tangible Net Worth” means the sum of (i) Shareholders’ Equity less any amount that would be included on a balance sheet prepared in accordance with GAAP as an Investment in or as amounts owed by any Affiliate or as an Intangible, and (ii) Postponed Debt.

“Intangible” includes without limitation such personal property as goodwill; copyrights, patents and trademarks; franchises; licences, leases; research and development costs; and deferred development costs.

“Interest Coverage Ratio” means the ratio of EBIT to Interest Expense calculated on a consolidated basis.

“Interest Expense” means, for any period the aggregate amount accrued (whether or not payable or paid) during such period in accordance with GAAP on account of (i) interest expense including amortization of Debt discount and Debt issuance costs, capitalized interest, standby fees, commissions, discounts and other fees and charges owed with respect to letters of credit and bankers’ acceptances and (ii) the interest expense components of all capitalized lease obligations.

“Net Income” means, for any period, the net income (loss) for such period, calculated in accordance with GAAP [before unusual and extraordinary items] [but excluding (i) the income (or loss) of any person accrued prior to the date it becomes a Subsidiary of the Borrower or is amalgamated with or consolidated into the Borrower or into any of its Subsidiaries or such person’s property is acquired by the Borrower or any of its Subsidiaries, and (ii) any after-tax gains (but not pre-tax losses) attributable to dispositions of property out of the ordinary course of business].

“Postponed Debt” means any Debt for borrowed money that is incurred at such time as no failure by the Borrower to perform or observe any of its covenants in this Agreement is continuing or would be created by the incurrence thereof (to be evidenced by *pro forma* financial statements delivered to CIBC) and which has the following attributes: (i) no principal thereof is repayable so long as any amount is owed by the Borrower to CIBC (or until such earlier date as CIBC may agree upon in writing), (ii) no covenant with respect to such Debt is more onerous than or in addition to the covenants specified herein, and (iii) all rights of the holder of such Debt are postponed and subordinated to all rights of CIBC under or in respect of the Credits pursuant to a subordination agreement satisfactory in form and substance to CIBC.

“Senior Debt” means all Debt less all Postponed Debt.

“Senior Debt to EBITDA Ratio” means the ratio of Senior Debt to EBITDA.

“Shareholders’ Equity” means, at any time, the amount which would, in accordance with GAAP, then be included as shareholders’ equity on a balance sheet.

“Tangible Net Worth” means the sum of Shareholders’ Equity less any amount that would be included on a balance sheet prepared in accordance with GAAP as an Investment in or as amounts owed by any Affiliate or as an Intangible.

“Total Liabilities” means, all Debt and other liabilities..

“Unfunded Capital Expenditures” means capital expenditures that are not specifically financed with long term Debt.

“Working Capital” means the excess of Current Assets over Current Liabilities.

8. INSTALMENT LOANS

8.1 **Instalment Loans.** The following terms apply to each Instalment Loan:

(a) **Non-revolving Loans.** Unless otherwise stated in this Agreement, any Instalment Loan is non-revolving. This means that any principal repayment is not available to be re-borrowed, and permanently reduces the amount of such Instalment Loan.

(b) **Floating Rate Instalment Loans.** Floating Rate Instalment Loans may have either (i) blended payments or (ii) payments of fixed principal amounts, plus interest, as described below:

(i) **Blended payments.** If a Floating Rate Instalment Loan has blended payments, the amount of the monthly payments is fixed for the term of such Loan, but the interest rate will vary with changes in the Prime Rate or the US Base Rate (as the case may be). If the Prime Rate or the US Base Rate during any month is lower than it was at the outset, a larger portion of the monthly payment will be allocated to principal and as a result such Loan may be repaid prior to its original maturity. If, however, the Prime Rate or the US Base Rate is higher than it was at the outset, the amount of principal that is repaid will be reduced, and as a result there may remain principal outstanding on the original maturity date.

(ii) **Payments of principal plus interest.** If a Floating Rate Instalment Loan has specified principal payments, in addition to interest, such principal payments are due on each specified payment date. The interest payment is also due on the same date, and will usually be a different amount each month due to the reducing balance of the Loan, the number of days in the month, and changes in the Prime Rate or the US Base Rate (as the case may be) during the month and from month to month.

(c) **Prepayment.** Unless otherwise specified in this Agreement:

(i) all or part of a Floating Rate Instalment Loan may be prepaid at any time without penalty; and

(ii) all (but not part) of a Fixed Rate Instalment Loan may be prepaid provided that the Borrower also pays to CIBC, on the prepayment date, any amount determined by CIBC pursuant to clause 4.3(iv) of this Schedule.

(d) **Demand of Fixed Rate Instalment Loans.** Upon demand for payment of a Fixed Rate Instalment Loan the Borrower will pay to CIBC the prepayment fee specified in clause 10.1(c)(ii) above.

(e) **Certain Definitions.** In this Agreement the following terms have the following meanings:

“Fixed Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable at a fixed annual rate of interest (as opposed to being payable on the basis of the Prime Rate or the US Base Rate).

“Floating Rate Instalment Loan” means an Instalment Loan with respect to which interest is payable on the basis of the Prime Rate or the US Base Rate.

“Instalment Loan” means a principal amount that is repayable either in fixed instalments of principal, plus interest, or in blended instalments of both principal and interest, and that (notwithstanding any such specified instalments) is repayable on demand by CIBC at any time if so specified in this Agreement.



TO: Mayor Caul & Members of Council

FROM: Dawn Galusha, Treasurer

DATE: May 5, 2021

SUBJECT: P.O.A. Audited Statements for the year ending December 31, 2020

BACKGROUND

Attached is the Provincial Offences (P.O.A.) Fort Frances Court Services Area audited financial statement for the year ended December 31, 2020 as provided by BDO Canada LLP. The Auditor's report of Statement of Financial Position and Statement of Receipts and Expenditures for the Provincial Offences – Fort Frances Court Services Area Trust Fund, as at December 31, 2020 was prepared by BDO Canada LLP management.

RECOMMENDATION

The Administration & Finance Executive Committee recommends that Council accept the Provincial Offences – Fort Frances Court Services Area Trust Fund audited financial statement as prepared by BDO Canada LLP for the fiscal year ending December 31, 2020.

<p>Council Approval of This Report Will Authorize the acceptance of the Provincial Offences – Fort Frances Court Services Area Trust Fund audited financials for the year ended December 31, 2020.</p>
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**The Corporation of the Town
 of Fort Frances
 Provincial Offences -
 Fort Frances Court Services Area
 Trust Fund
 Financial Statements
 For the year ended December 31, 2020**

	Contents
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Financial Statements	
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Statement of Receipts and Expenditures	5
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Tel: 807-274-9848
Fax: 807-274-5142
www.bdo.ca

BDO Canada LLP
607 Portage Avenue
Fort Frances ON P9A 0A7 Canada

Independent Auditor's Report

To the Provincial Offences - Fort Frances Court Services Area Trust Fund

Qualified Opinion

We have audited the financial statements of the Provincial Offences - Fort Frances Court Services Area Trust Fund (the Entity), which comprise the statement of financial position as at December 31, 2020, and the statement of receipts and expenditures for the year then ended, and notes to financial statements, including a summary of significant accounting policies.

In our opinion, except for the possible effects of the matter described in the Basis of Qualified Opinion paragraph, the accompanying financial statements present fairly, in all material respects, the financial position of the Entity as at December 31, 2020, and the receipts and expenditures thereof, in accordance with the basis of accounting as described in Note 1.

Basis of Qualified Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Entity in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. The financial records of the Provincial Offences - Fort Frances Court Services Area Trust Fund are maintained and generated using the ICON system provided by the Province of Ontario. The scope of our audit did not include a review of the controls over this system nor was a service auditor's report made available to us. Therefore, we were not able to determine whether any adjustments might be necessary to fines, costs and fees revenue and net receipts over expenditures for the years ended December 31, 2020, and 2019, current assets as at December 31, 2020, and 2019, and net assets as at January 1 and December 31 for both the 2020 and 2019 years. Our audit opinion on the financial statements for the year ended December 31, 2020, was modified accordingly because of the possible effects of this limitation in scope.

Basis of Accounting

Without modifying our opinion, we draw attention to Note 1 to the financial statements which describes the basis of accounting. The financial statements are prepared to assist the Provincial Offences - Fort Frances Court Services Area Trust Fund to comply with the reporting requirements of the Ministry of the Attorney General of Ontario. As a result, the financial statements may not be suitable for another purpose.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the basis of accounting as described in Note 1, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Entity's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Entity or to cease operations, or has no realistic alternative but to do so.



Those charged with governance are responsible for overseeing the Entity's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP


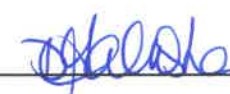
Chartered Professional Accountants, Licensed Public Accountants

Fort Frances, Ontario
March 11, 2021

**The Corporation of the Town of Fort Frances
Provincial Offences - Fort Frances Court Services Area
Trust Fund
Statement of Financial Position**

December 31	2020	2019
Assets		
Current		
Cash	\$ 23,401	\$ 10,478
Accounts receivable (Note 2)	3,868	7,553
Prepaid expenses	89	366
	<u>\$ 27,358</u>	<u>\$ 18,397</u>
Liabilities		
Current		
Accounts payable (Note 3)	\$ 27,358	\$ 18,397

On behalf of the Board:

 _____ Director
 _____ Director

**The Corporation of the Town of Fort Frances
Provincial Offences - Fort Frances Court Services Area
Trust Fund
Statement of Receipts and Expenditures**

For the year ended December 31	2020	2019
Receipts		
Fines, costs and fees	\$ 169,469	\$ 251,136
Interest earned	264	856
	<u>169,733</u>	<u>251,992</u>
Expenditures		
Administration	61,455	90,731
Remitted to Municipalities	10,134	62,461
Salaries and benefits	98,144	98,800
	<u>169,733</u>	<u>251,992</u>
Net receipts over expenditures	\$ -	\$ -

**The Corporation of the Town of Fort Frances
Provincial Offences - Fort Frances Court Services Area
Trust Fund
Notes to Financial Statements**

December 31, 2020

1. Summary of Significant Accounting Policies

Nature of Trust Fund	<p>The Provincial Offences - Fort Frances Court Services Area Trust Fund is unincorporated and is exempt from tax.</p> <p>The trust fund administers and collects fines incurred under the Provincial Offences Act.</p>
Management's Responsibility	<p>The financial statements of the Provincial Offences - Fort Frances Court Services Area Trust Fund are the representation of management and have been prepared in accordance with accrual based accounting principles. Precise determination of some assets and liabilities may be dependent upon future events and estimates and approximations. These estimates and approximations have been based upon the available information, using careful judgement and review.</p>
Accrual Basis of Accounting	<p>Sources of financing and expenditures are reported on the accrual basis of accounting.</p> <p>The accrual basis of accounting recognizes revenues as they become available and measurable; expenditures are recognized as they are incurred and measurable as a result of receipt of goods or services and the creation of a legal obligation to pay.</p>
Capital Assets	<p>Capital assets are recorded as an expenditure on the Statement of Receipts and Expenditures in the year of acquisition.</p>
Revenue Recognition	<p>Revenue is generated from fines and penalties billed to offenders. The information regarding these fines and penalties is provided by the Province of Ontario ICON tracking system. The revenue is recorded when the amount can be reasonably estimated and collection is reasonably assured. These two items are satisfied when cash is collected. As a result, revenue is recognized on a cash basis.</p>

**The Corporation of the Town of Fort Frances
Provincial Offences - Fort Frances Court Services Area
Trust Fund
Notes to Financial Statements**

December 31, 2020

2. Accounts Receivable

	<u>2020</u>	<u>2019</u>
Due from Municipalities	\$ 3,616	\$ 6,247
Due from Province	252	1,306
	<u>\$ 3,868</u>	<u>\$ 7,553</u>

3. Accounts Payable

	<u>2020</u>	<u>2019</u>
Due to own Municipality	\$ 8,761	\$ 5,616
Due to other Municipalities	179	4,965
Due to Provincial Court	18,347	7,816
Other	71	-
	<u>\$ 27,358</u>	<u>\$ 18,397</u>

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Removal of Trees from Kings Highway

Background

On August 10, 2020, the Town awarded the contract for the reconstruction and widening of Kings Highway from Pit Road 1 to 2 to George Armstrong Company under the Provincial Connecting Links program. On April 14, 2021, a public preconstruction meeting was held with property owners in the construction to ensure that they had firsthand information on the work to be completed around their houses and businesses.

On April 19, 2021, the contractor started to setup signage and prepare to undertake the project. On Tuesday April 20, 2021, the contractor started to excavate in the area of Pit Road 1 for the purpose of tying in the new storm sewer main to the existing system. At this time four trees west of Pit Road 1 along the highway were identified to conflict with either the storm sewer or curb of the new roadway and were removed.

Per the Town's Tree Canopy Policy number 4.30, attached to this report, these four trees will be replaced within the limits of the Town. The trees can not be replaced in the locations where they were removed as, per the policy no trees can be placed in Town owned Boulevards and the boulevard in question contains a 300mm diameter watermain, a 50mm gas main, and a 900mm storm sewer main however at this time, a final location has not been determined for the replacement of these trees. It is not anticipated that any other trees will conflict with the work being undertaken along this road segment, however as work progresses, additional trees may need to be removed to facilitate the installation or remediation of infrastructure.

Recommendation

Council has over the past number of years been criticized for removing trees to facilitate the installation or remediation of infrastructure and this is another instance whereby trees have been planted without forethought for their lifecycle impacts on infrastructure and the Town's ability to provide reliable transportation services to the residents of Fort Frances.

It is the recommendation of the Operations and Facilities Executive Committee that the letter dated April 17, 2021 from Mr. Allan T. Bedard be received and that the Kings Highway reconstruction project continue as planned with the removed trees replaced in accordance with the Town's Tree Canopy Policy.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', written over a horizontal line.

Travis Rob, P.Eng

Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated April 17, 2021 from Mr. Allan T. Bedard be received and that the Kings Highway reconstruction project continue as planned with the removed trees replaced in accordance with the Town's Tree Canopy Policy.

2021May5 Kings Highway Tree Letter.docx

THE TOWN OF FORT FRANCES

Section: Operations and Facilities

Policy: Tree Canopy

Creation Date:	February 2019
Review Date:	
Resolution Number:	Consent February 11, 2019
Supersedes Resolution Number:	
Policy Number:	4.30

Introduction

An urban forest is essential to the current and future health of the Town of Fort Frances residents. A healthy, well maintained urban forest does not come about without forethought, planning and resource commitment. The Town of Fort Frances municipal tree canopy policy presents a strategy for the development of a sustainable urban forest that is capable of surviving well into the future. This forest management policy is supplemental to the Town's other guidance documents such as the Town's Official Plan and Tree Maintenance By-Laws.

Purpose:

The purpose of the Town of Fort Frances Municipal Tree Canopy Policy is to provide the Town with a guideline for effectively managing, sustaining and ensuring the growth of the Town's Municipal Tree Canopy in an arboriculturally sound and cost-effective manner.

Policy:

The Town of Fort Frances will endeavor to maintain and enhance its municipal tree canopy through the adoption of a "no net loss" practice when it comes to its municipal trees.

Where it is required, for a tree to be removed to facilitate road reconstruction, the tree has been damaged, is dead or diseased, the tree poses a threat to residential or municipal property, and the tree falls on the Town's property, the Town will replace said tree with a new tree in a suitable location so as to not impact municipal infrastructure. The tree may not be placed in the same location from which it was taken. The Town will endeavor to replace the removed tree within one year of removal depending on budget availability.

The Town of Fort Frances will consult an arborist to prepare and have in place an installation specification document for the proper installation of trees within the Town boulevards. The specification

will include areas of Town that could see an increase in the tree canopy as well as those areas where there should not be additional plantings. Further this document shall suggest native tree species to be planted to minimize impacts to infrastructure in the vicinity of the tree.

The Town will not install trees within municipal boulevards.

The Town will investigate new technologies for tree planting to mitigate risk to the Town's infrastructure. All Trees planted in proximity of infrastructure that could be impacted will be done so following proper engineering specifications to mitigate damage.

The Town of Fort Frances will require the inclusion of trees within all site plan control and subdivision applications.

The Town of Fort Frances encourages its residents to install trees within the 7.5 meter front yard setback between the boulevard and front of their house.

In an effort to expand the Municipal Tree Canopy, the Town of Fort Frances will offer a memorial Tree program. This program will allow for the purchase of a tree to be planted on public lands in remembrance, observation or acknowledgement of a special event or loved one. An application (Appendix A) shall be submitted by the proponent asking for the tree. The Town of Fort Frances, at its own cost, will replace the tree if it dies within two years of the planting of the tree. Location, species and time of planting will be determined in concert with the Town of Fort Frances Operations and Facilities Division.

Responsibilities:

The protection and enhancement of the Town's Municipal Tree Policy falls within multiple departments of the Town.

Operations and Facilities:

- The O&F Division is in charge of pruning trees within and adjacent municipal land when they interfere with the safe use and maintenance of municipal roads and sidewalks.
- The O&F Division takes complaints of nuisance, diseased, and dead or dying trees within the municipal right of way and properties and removes the trees as manpower is available.

Planning and Development:

- The P&D Division is in charge of ensuring the inclusion of trees in development proposals through the Chief Building Official/Municipal Planner
- Issues surrounding nuisance trees and hedges on private property will be handled by By-Law enforcement.

Fort Frances Power Corporation

- The Fort Frances Power Corporation has a policy governing tree trimming in areas of high voltage primary lines, low voltage secondary lines and street light lines and the trimming or removal of trees on private property that may involve FFPC services.
- During the year as Operations and Facilities inspects properties, instances of trees interfering with FFPC infrastructure will be reported to appropriate FFPC personnel.

The General Public:

The general public is responsible for compliance with the Town's tree installation guide and the Tree Maintenance and Installation By-Law.

Tree Inventory:

The Town of Fort Frances will endeavor to collect an inventory of trees within the Municipal properties within the municipal boundary. The Town will utilize internal staff and other experts to complete and maintain the tree inventory. This inventory will provide the Town with more detailed information on the location, size and condition of the trees within its municipal tree canopy to allow for better decision making in infrastructure planning.

Appendix A

**Town of Fort Frances Memorial Tree Program****Order Form**

Trees may be planted on public lands in remembrance, observation or acknowledgement of a special event.

CUSTOMER INFORMATION			
Name:			
Street Address:		P.O. Box:	
Town/City:	Province:	Postal Code:	
Phone:	Email:		

TREE INFORMATION
Species of Tree:
Proposed Location of Tree:

If a plaque is required, please fill in the box with the information to be included on the plaque

--

- Species of Tree is subject to approval of the Operations and Facilities Division Manager or Designate.
- Location of tree is subject to the approval of the Operations and Facilities Division Manager or designate.
- Cost of tree will be variable based on species chosen.
- If the Tree dies within two years of planting the Town shall replace the tree, if the tree dies after two years the Town will not replace the tree.
- A \$100.00 Deposit is required upon application

 Applicant Signature

 Date

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request From M. Fraczekiewicz Regarding Driveway Culvert

At the April 26, 2021 meeting of Council, a letter from Mr. Mar Fraczekiewicz was referred to the Operations and Facilities Executive Committee requesting the Town replace the culvert in his driveway.

Attached you will find a report from Mr. Milt Strachan outlining the history surrounding this culvert. The Private Crossing By-Law being By-Law 32-82 states the following:

- "All private Crossings shall be installed or constructed by the Town."
- "All private crossings shall be installed or repaired at the expense of the applicant, owner, or tenant and in any event shall be a charge against the benefitting property and may be entered on the Tax Collector's roll and collected in a like manner as taxes."

The Town has always installed, repaired, or replaced entrance culverts at the expense of the property owner, other than when the roadway is being reconstructed or larger scale drainage improvements are being undertaken.

It is the recommendation of the Operations and Facilities Executive Committee that the letter dated April 13, 2021 from Mr. M. Fraczekiewicz be received, and no other action be taken until such time as the property owner agrees to pay the associated costs to replace his driveway culvert and an application form is filed with the Town.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the letter dated April 13, 2021 from Mr. M. Fraczekiewicz be received, and no other action be taken until such time as the property owner agrees to pay the associated costs to replace his driveway culvert and an application form is filed with the Town.

Manager of Operations and Facilities

April 30, 2021

Report To: Travis Rob, Manager of Operations and Facilities

From: Milt Strachan, Transportation Superintendent

Subject: Private Crossing (Culvert) at 136 Fifth Street East

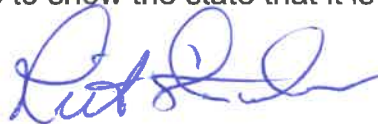
In the spring of 2020, a message was left on my phone to have a look at the culvert at 136 Fifth Street East and get back to him. I inspected the culvert and called the owner to let him know what I found. I explained that the culvert has outlived its life expectancy and it was time to replace it with a new one. I read him exactly what By-Law 32/82 contains about replacement and/or repairs of private crossings and that the work is to be done by Town at the expense of the property owner. The owner was immediately complaining that there is no way the cost should be on him and that it is the Town's problem!

This culvert is Fifty Plus years old! The fact that the culvert ends are collapsed from driving over them and that there is clearly a hole in the top of the culvert and it is plugged full of gravel has nothing to do with anything that the Town has done or should be responsible for. The culvert needs to be replaced. It is plugged solid and that is why the water having no place to go has settled under the culvert and the frost has heaved it during the freeze/thaw cycle. The ground around it has not sunk. The culvert has heaved. The owner asked if he could replace the culvert privately so he knows that it has to be replaced.

If you look at the pictures that the owner sent it verifies that the culvert needs to be replaced to gain any momentum with the water that is pooling on the property. The picture was taken on the third day of a steady rain and the ditches to the east and west of the property have plenty of room to hold the water that is pooling if the water was able to get there. The only thing stopping the water from getting there is the owner's culvert.

Anytime we do repairs or replace a culvert in these older areas we always make some improvements in the drainage of the surrounding area. That is just good business. We can do some ditching out of Storm Water Rural budget and make some improvements while we are there. Nothing improves until the culvert is replaced and water can flow through it.

The owner neglected to provide a picture of the condition of the culvert so I have attached a couple to show the state that it is in.



Milt Strachan,
Transportation Superintendent

Milton Strachan

From: Milton Strachan
Sent: Friday, April 30, 2021 3:35 PM
To: Milton Strachan
Subject: Culvert pics





Sent from my iPhone

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Request for Sewer Rooting Reimbursement – 324 Third Street West

The Town has received a request from Ms. Wendy Bell at 324 Third Street West for reimbursement of sewer rooting that had been completed by Do Rite Plumbing (John Marcus). The invoice was for \$250.00 + \$32.50 HST for a total of \$282.50. The work was performed on or about April 26, 2021. The invoice from Mr. Marcus indicates the location of the blockage was 60 feet out and roots were the cause of the blockage. Due to Covid-19 work restrictions, Town employees are not entering private buildings for work, including sewer rooting.

Town Bylaw 06/16 speaks to sewer blockages caused by tree roots, as follows:

2.6 Blockage - tree roots - liability

Where a sewer service blockage is caused by tree roots and the tree is located on Town property, the Town may assume liability for costs involved in clearing such blockage. Where the tree is located on private property and causes the blockage of a sewer service then the Owner of the property shall be liable for all of the cost involved in clearing the blockage. The Engineer shall be the sole judge of the location of the problem and as to whether or not the Owner is to be charged with any of the cost.

2.19 Maintenance responsibility - service lateral - building sewer - charges When authorized by the property Owner the Town will perform maintenance work with respect to cleaning of the service lateral and/or building sewer only. The Owner or Authorized representative of the Owner shall give the Town written authorization to perform such work by executing the appropriate Work Requisition form. The charge for maintenance services shall be determined as follows:

- a) A minimum service charge as outlined in the current Town's User Fee By-law will be charged to the Owner for maintenance services.
- b) Where it is determined by the Town that the location of the obstruction is on the Owner's property all charges incurred, less the minimum service charge shall be paid by the Owner.
- c) Where it is determined by the Town that the location of the obstruction is on the Town's property. This only applies to normal service laterals, property line to main (normally approximately ten (10) metres or thirty-three (33) feet) and not those made under special agreement with the Town. The Town may assume all costs for maintenance services to clear the blockage, except for the minimum service charge.
- d) Where it is discovered that the service obstruction is the direct result of a person(s) charging or depositing items, i.e. female hygiene products, paper towels, etc. other than those deemed normal every day usage, regardless of the location of the obstruction (Owner's or Town's property), the Owner shall be responsible for the costs of the work done to clear the obstruction.

When the Town's employees perform sewer rooting services, the following charges may be incurred (all based on work being done during normal working hours):

- Minimum Charges (regardless of where the blockage is): \$26.
- Minimum Charge if blockage is on owner's property or owner is at fault: \$118.00 per hour. (A typical sewer rooting is a one-hour charge).

The town does not charge HST on sewer rooting work.

The Town continues to adapt to the Covid-19 pandemic and imposes work restrictions to ensure the safety of Town employees. Not entering private buildings for sewer work was one of the restrictions implemented. However, this limitation is only imposed when the area is in 'Orange – Restrict' or worse colour codes. At the time of the plugged sewer the Town was not doing in-house work.

There is not a lot of history on this property since the early 80's as the service was lined with a PVC pipe from the house to the main at that time. Prior to 1982 there were a number of plugged sewers all with roots.

It is the recommendation of Administration to not reimburse his sewer rooting request as roots are prevalent in the existing clay sewer and the 4" PVC liner is not sealed at both ends from root intrusion. In addition there are large trees in the property owners front yard, a Google Streetview picture of the property is included.

It is the recommendation of the Operations and Facilities Executive Committee that:

1. That the private invoice be reimbursed the difference between the costs for the Town to complete the works (\$118.00) and the actual invoice (\$282.50) totalling \$164.50.
2. That each case be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19 be considered.

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:

- 1. That the private invoice be reimbursed the difference between the costs for the Town to complete the works (\$118.00) and the actual invoice (\$282.50) totalling \$164.50.**
- 2. That each case be considered individually going forward.**
- 3. And that only works completed during the service reduction period related specifically to COVID-19 be considered.**

Google Maps 324 3rd St W



Image capture: Oct 2018 © 2021 Google

Fort Frances, Ontario

Google

Street View



SERVICE REPLACEMENT RECORD

OCT 12 1982

ADDRESS :

SEWER DEPTH : _____ Ft.

324 THIRD ST WEST

WATER DEPTH : _____ Ft.

LOCATION :

SEWER ☐WATER ☒

FROM NEAREST DOWNSTREAM MANHOLE , IN FEET. _____

LOCATION EXPLANATION : _____

COMMENTS: RELINED 6 INCH TILE SEWER WITH
4 INCH P.V.C. FROM HOUSE TO MAIN

MAINTENANCE RECORD

ADDRESS:

324 THIRD STREET WEST

DATE	REMARKS
APRIL 14/80	CLEANED PLUGGED SEWER. PLUGGED AT SIDEWALK WITH ROOTS
JULY 28/80	" " " " 40 FT FROM C.O. ROOTS
MAR 20/81	" " " " ON TOWN PROPERTY
JAN 12/82	" " " " WITH ROOTS
AUG 23/82	" " " " 50' FROM C.O.
APRIL 23/82	" " " " " "
MAR 2/90	" " " - PLUGGED AT 40 ELBOW BILLED.
NOV. 8/91	CALLED OUT TO TURN OFF WATER - DUNN CHARGED MINO - BILLED.

MAINTENANCE RECORD

ADDRESS: 324 THIRD STREET WEST

DATE	REMARKS
OCT 4/82	CLEANED PLUGGED SEWER. PLUGGED 20' FROM C.O.: (PAPER)
APRIL 16/96	TURN WATER OFF/ON - OWNER REPLACED LEAD WATER LINE ON PRIVATE PROPERTY; NEW CURB STOP, SERVICE BOX AT PROP. LINE. * TOWN LINE IS LEAD
MAY 21/96	REPLACED LEAD WATER SERVICE WITH 3/4" COPPER - PROPERTY LINE TO MAIN - LOWERED SERVICE BOX.

SOLD TO ROBERT BELL
ADDRESS 324 3RD ST W
FORT FRANCES ONT

SHIP TO DORITE PLUMBING
ADDRESS PO BOX 565
FORT FRANCES

TAX REG. NO. 899731418	SALESPERSON
------------------------	-------------

FOB	TERMS 4 DAYS	VIA
-----	---------------------	-----

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	CLEAN-OUT SEWER MAIN - BLOCKAGE WAS CUT APPROXIMATELY 60' OUT ROOTS WERE THE MAIN BLOCKAGE 1		250.00
	PD IN FULL JLM		
	CHK #179		
			32.50
		TOTAL	282.50

Lori Pattison

From: Wendy <rwbell@jam21.net>
Sent: Tuesday, April 27, 2021 11:22 AM
To: Lori Pattison
Subject: [External] Sewer bill

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.



As requested this is the bill for getting our sewer cleared by the plumber you told us to contact.

Wendy Bell

Sent from my iPad

May 5, 2021

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Airports Capital Assistance Program Funding Agreement

In December 2020 the Town submitted an expression of interest to the Airports Capital Assistance Program (ACAP) for the replacement of the Plow Truck as it met the eligibility criteria of being 20 years old in 2021. On April 12, 2021 the Town was notified that we were successful in receiving funding. The ACAP program funds 100% of eligible costs up to a maximum of \$360,000.00.

Attached you will find a contribution agreement with Her Majesty the Queen in Right of Canada for the replacement of the Airport Plow/Sand truck through the ACAP program. This purchase was not included in the 2021 capital budget as funding was not anticipated until late in 2021. With COVID supply has shown to be very long and with this piece of equipment only utilized in winter season, it is the recommendation of Administration that this piece of equipment be ordered as soon as possible with delivery in early 2022. No funds would be required to place an order for this piece of equipment.

It is the recommendation of the Operations and Facilities Executive Committee that:

1. The Town enter into a contribution agreement with Her Majesty the Queen in Right of Canada for the Airports Capital Assistance Program,
2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and
3. direct that Administration procures this piece of equipment as soon as possible with delivery and payment happening in early 2022.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that:

- 1. The Town enter into a contribution agreement with Her Majesty the Queen in Right of Canada for the Airports Capital Assistance Program,**
- 2. That an authorizing By-Law be prepared for Mayor and Clerk to execute the agreement on behalf of the organization, and**
- 3. direct that Administration procures this piece of equipment as soon as possible with delivery and payment happening in early 2022.**

Manager of Operations and Facilities

**CANADA – CORPORATION OF THE TOWN OF FORT FRANCES
AIRPORTS CAPITAL ASSISTANCE PROGRAM
AGREEMENT FOR THE PURCHASE OF A PLOW TRUCK**

This Agreement is made as of the date of last signature

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as
represented by the Minister of Transport ("Canada")

AND

THE CORPORATION OF THE TOWN OF FORT FRANCES,
continued or incorporated pursuant to *An Act to provide for the
Incorporation of Towns in Territorial Districts* in the province of
Ontario, as represented by the Mayor and the Clerk (the
"Recipient"),

individually referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS the Minister of Transport is responsible for the Program entitled the Airports Capital Assistance Program ("Program");

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

"Agreement" means this contribution agreement and all its schedules, as may be amended from time to time.

"Agreement End Date" means twelve (12) months after Project Completion Date.

"Asset" means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

"Asset Disposal Period" means the period commencing from the Effective Date and ending on March 31, 2042.

"Contract" means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

"Effective Date" means the date of last signature of this Agreement.

"Eligible Expenditures" means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

"Eligible Airports" means either a:

- a) Certified Airport which is not owned or operated by the federal Crown;
OR
- b) Remote Airport, which is not owned or operated by the federal Crown;
OR
- c) Registered Aerodrome that is not owned or operated by the federal Crown.

"Fair Value" means the amount that would be agreed upon in an arm's length transaction between knowledgeable, willing parties who are under no compulsion to act.

"Final Claim Date" means the earlier of three (3) months after the Project Completion Date of the Project and March 31, 2023.

"Fiscal Year" means the period beginning April 1 of a year and ending March 31 of the following year.

"In-Kind Contributions" means non-monetary contributions of goods, services or other support provided by the Recipient, or to the Recipient by a Third Party for the Project, for which Fair Value is assigned, but for which no payment occurs.

"Project" means the project as described in Schedule B (The Project).

"Operating Period" means the period commencing from the Effective Date and ending three (3) years after the Project Completion Date.

"Project Completion Date" means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than March 31, 2022.

"Qualified Bid" means a bid that meets the minimum technical requirements of the Project as outlined in the bid specification.

"Registered Aerodrome" means an Aerodrome which has been registered in accordance with Subpart 301 of the *Canadian Aviation Regulations*.

"Remote Airport" means an airport that is a remote airport under the terms of the National Airports Policy issued July 13, 1994.

"Third Party" means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

"Total Financial Assistance" means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than one hundred percent (100%) of the total Eligible Expenditures for the Project but only up to a maximum of three hundred and sixty thousand dollars (\$360,000.00).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds one hundred percent (100%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- d) The Recipient will repay to Canada any payment received for disallowed costs, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- e) The Recipient will ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 18.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) Upon Canada's request and throughout the term of the Agreement, the Recipient will promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B (The Project).
- i) The Recipient will only use the Asset on Airport property. Canada may reduce its contribution proportionally for any use of an Asset not on Airport property (e.g., if an Asset is used off of Airport property 50% of the time and Canada's contribution is 100% of Eligible Expenditures, Canada's contribution would then be reduced to 50% of Eligible Expenditures).

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was

made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), Canada will not re-allocate the difference between the two amounts to a subsequent Fiscal Year. The amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) will be reduced by the amount of this difference and, as a result, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 18.14 (Amendments).
- c) Notwithstanding the foregoing, the Recipient may request additional funding from Canada. It is solely up to Canada's discretion and approval to provide any additional funding to the Project.

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 15 (Default) and Canada may declare a default pursuant to Section 15 (Default).

4. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by _____, dated _____;
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;

- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.
- j) the Airport meets the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- k) the Airport will continue to meet, during the Operating Period, the requirements of the *Canadian Aviation Regulations*, Part III, Subpart 2 (TP312 "Aerodrome Standards and Recommended Practices") and amendments thereto;
- l) except in the case of a Remote Airport, provides year round regularly scheduled commercial passenger service; and
- m) except in the case of a Remote Airport, handled a minimum of one thousand (1,000) regularly scheduled commercial passengers annually for each of the last three (3) calendar years.

5. [INTENTIONALLY OMITTED]

6. CONTRACT PROCEDURES

6.1 AWARDING OF CONTRACTS

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements. Situations where Canada may accept the use of non-competitive tendering are as follows:
 - i. the nature of such Project is such that it could be executed more expeditiously or economically by the officers and servants of the Recipient;
 - ii. only one person or firm is capable of executing such Project;
 - iii. the nature of such Project or its total estimated cost is such that it would not be in the public interest to issue a call for tenders;
 - iv. in case of pressing emergency, when delays incurred in the execution of such Project would be injurious to the public interest.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting

the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

7. ENVIRONMENTAL AND IMPACT ASSESSMENT

The Recipient represents and warrants that the Project is not a “designated project” or a “project” under the applicable federal environmental and impact assessment legislation.

8. ABORIGINAL CONSULTATION

The Parties agree that the legal duty to consult does not arise for the Project.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.

9.2 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit one (1) final claim to Canada by the Final Claim Date covering the Recipient’s Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. A certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures claimed in accordance with Schedule B.2 (Project Budget);
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient) in the form set out in Schedule D.1 (Certificate of Compliance for Final Claim);
 - iv. documentation to support the Eligible Expenditures claimed that is satisfactory to Canada.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

10. REPORTING REQUIREMENTS

Any project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

11.1 RECIPIENT AUDIT

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to two years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 18.3 (Accounting Principles).

11.2 [INTENTIONALLY OMITTED]

11.3 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement.

11.4 CORRECTIVE ACTION

The Recipient agrees to ensure that prompt and timely corrective action is taken in response of any audit findings and recommendations conducted in accordance with this Agreement.

11.5 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

12. COMMUNICATIONS

12.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

12.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

12.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13. [INTENTIONALLY OMITTED]

14. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- c) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- d) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

15. DEFAULT

15.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.
- e) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors or goes into receivership or bankruptcy;
- f) the Recipient is wound up or dissolved.

15.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

15.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 15.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior

to the date of such termination;

- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

16. LIMITATION OF LIABILITY AND INDEMNIFICATION

16.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

16.2 LIMITATION OF LIABILITY

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or the Project.

16.3 INDEMNIFICATION

The Recipient will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

17. ASSETS

- a) Assets acquired, purchased, constructed, rehabilitated or improved, in whole or in part, through the course of the Project will be the responsibility and remain the property of the Recipient.
- b) Notwithstanding any other provision of this Agreement, the Recipient will preserve, maintain, and use any Assets for the purposes of the Project, and will not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- c) Unless otherwise agreed to by Canada, upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering an Asset whether directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

18. GENERAL

18.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

18.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

18.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

18.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

18.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

18.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

18.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.8 CONFLICT OF INTEREST

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

18.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

18.10 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

18.11 ASSIGNMENT

The Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by the Recipient to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

18.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of

counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

18.13 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

18.14 AMENDMENTS

This Agreement, including its schedules, can only be amended in writing by the Parties.

18.15 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

18.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Senior Program Policy Analyst
Tower C
19th Floor, 330 Sparks Street
Ottawa, ON K1A 0N5
Facsimile: 613-990-8889

Recipient:

Airport Supervisor
The Corporation of the Town of Fort Frances
320 Portage Avenue
Fort Frances, ON P9A 3P9

- b) Such notice will be deemed to have been received:
- i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

18.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

18.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all courts competent to hear appeals from the Courts of Ontario.

18.19 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

19. SIGNATURES

This Agreement has been executed on behalf of Her Majesty the Queen in right of Canada by the Minister of Transport and on behalf of the Corporation of the Town of Fort Frances by the Mayor and Clerk.

HER MAJESTY THE QUEEN IN RIGHT
OF CANADA

THE CORPORATION OF THE TOWN OF
FORT FRANCES

Per: Jason Tom
Executive Director, Operations and
Authorities Stewardship

Per: June Caul
Mayor

Date

Date

Per: Elizabeth Slomke
Clerk

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Effective Date and the Final Claim Date; and
- consist of the following categories of expenditures:
 - Cost of mobile equipment up to the maximum ACAP pre-determined cost;
 - Radios/beacons for mobile equipment are eligible items as part of an initial purchase of a mobile equipment. However, for replacement of mobile equipment, radios/beacons should be removed and re-installed on the new replacement mobile equipment;
 - Spare tires for mobile equipment can be eligible as part of the initial purchase and subject to review on a case-by-case basis;
 - Mobile equipment are only deemed eligible once delivery and insurance requirements have been met;
 - Expenditures related to communication activities (press releases, press conferences, translation, etc.);
 - Provincial sales tax and the Goods and Services Tax or the Harmonized Service Tax for which the Recipient or a Third Party is not eligible for a tax rebate; and
 - Other expenditures that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of the Project.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total Eligible Expenditures of the Project, including:

- Expenditures incurred prior to the Effective Date, with the exception of work covering investigation, design plans, environmental assessment and documentation directly relating to the undertaking of the Project;
- Expenditures incurred after the Final Claim Date;
- Administrative costs, including overhead expenses;
- Expenditures related to the operation or maintenance of the Airport;
- Cost of purchasing operating or construction equipment;
- Unless specifically authorized by Canada, reimbursement of travel expenses;
- Employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative expenditures incurred by the Recipient, and more specifically expenditures relating to survey, engineering, design, architecture, supervision, management and other services delivered directly by permanent employees of the Recipient, except in the case where the Recipient can demonstrate value for money;
- Refurbishment of existing mobile equipment;
- Extended warranties for mobile equipment; and
- Back-up equipment.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

This Project consists of the purchase of a new plow truck 4x2

Objective(s):

The objective of the Project is to improve safety at the Airport by purchasing a new plow truck 4x2 at the Airport.

Activities:

The Project Activities will include:

- The Recipient will undertake a public, open and competitive process for the purchase of the equipment.
- The Recipient will be responsible for the purchase and receipt of the equipment and will manage all aspects of this Project.

Project Outcomes:

In order to illustrate how the Project will contribute to a safe transportation system, the Recipient will collect performance data and report on the following performance indicators that the Project will contribute to:

- Safety levels are maintained at Airports Capital Assistance (ACAP) Eligible Airports.
- Eligible Airports meet safety standards required for continued operation.

This data is collected only for the purpose of performance measurement and reporting to Canadians.

SCHEDULE B.2: PROJECT BUDGET

A. ELIGIBLE EXPENDITURES	TOTAL	FISCAL YEAR BREAKDOWN
		2021/2022
A.1 TOTAL ELIGIBLE PROJECT EXPENDITURES		
Project Component (Description)		
Equipment Pre Determined Procurement Value – plow truck 4x2	350,000.00	350,000.00
Shipping (Paid at actual costs up to a maximum of \$10,000)	10,000.00	10,000.00
TOTAL A.1: TOTAL ELIGIBLE PROJECT EXPENDITURES	360,000.00	360,000.00
TOTAL A.2: TOTAL INELIGIBLE PROJECT EXPENDITURES	0.00	0.00
TOTAL A: TOTAL PROJECT EXPENDITURES (A.1+A.2)	360,000.00	360,000.00

B. SOURCES OF FUNDING	TOTAL	2021/2022
B.1: RECIPIENT FUNDING		
Cash	0.00	0.00
SUBTOTAL B.2: MAXIMUM CANADA CONTRIBUTION	360,000.00	360,000.00
TOTAL C: TOTAL FUNDING FOR THE PROJECT (B1+B2)	360,000.00	360,000.00

SCHEDULE C – REPORTING REQUIREMENTS

Upon receipt of the mobile equipment, and before the Agreement End Date, the Recipient will submit to Canada a confirmation of:

- a. The invoice for the mobile equipment
- b. The mobile equipment delivery date;
- c. A picture of the mobile equipment at the Airport
- d. The model and serial number of the mobile equipment; and.
- e. A copy of the insurance confirmation for the mobile equipment

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport, and the Corporation of the Town of Fort Frances (the "Recipient"), represented by _____ (Name), concerning the Purchase Of a Plow Truck Project (the "Agreement").

I, _____ (Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.
8. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
9. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
10. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

GENERAL

1. Canada and the Recipient agree to undertake joint communications activities and products that will enhance opportunities for open, transparent, effective and proactive communications with citizens through appropriate, continuous, and consistent public information activities that recognize the contribution of the Parties and, where applicable, any other contributor.
2. The mechanisms for such communications and public information activities and products will be determined by Canada.
3. All public information material in relation to this Agreement will be prepared jointly and in both official languages and will equitably reflect the funding of all contributors to the Project. This requirement is not needed for tendering documents; the Recipient will carry out any tendering processes in accordance with its own policies, guidelines and governing laws.

COMMUNICATING WITH THE PUBLIC

Public Information Products

The Parties may jointly develop information kits, brochures, public reports, and website material for the public about the Project.

News Releases

A joint news release may be issued when the Agreement is signed and/or at appropriate milestones such as the start of Project work or completion of the Project. A news release may include quotations from a federally, provincially, or municipally elected official or, where applicable, any other contributor. Canada must agree on these quotations.

Press Conferences, Public Announcements and Other Joint Events

The Parties will co-operate in organizing press conferences, announcements or official ceremonies. Canada should also agree on the messages and public statements at such events. No public announcement for the Project under this Agreement will be made by the Recipient or, where applicable, any other contributor, unless Canada has been informed of it at least thirty (30) business days in advance.

Either Party may organize a joint press conference. The requestor will give the other Party reasonable notice of at least thirty (30) business days of such a press conference, public announcement or joint event.

COMMUNICATION COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

Date: May 10, 2021

Report To: Planning & Development Executive Committee

From: Cody Vangel, Chief Building Official & Municipal Planner

Re: Renaming Colonization Road East and Colonization Road West

On Thursday March 25, 2021, a public notice was provided in the Fort Frances Times, on the Town of Fort Frances website and Facebook page as well as mailed to property owners abutting Colonization Road East and Colonization Road West initiating the 30-day public consultation period as well as advertising the date of the open public meeting. The notice has been attached for reference.

On Monday March 26, 2021, an open public meeting was held during the regularly scheduled Committee of the Whole meeting. At this public meeting no members of the public spoke to the matter.

Throughout this 30-day consultation period the public was asked to submit input, proposed names, and additional comments regarding the name change. A spreadsheet has been attached with this report summarizing the names, and the correspondence provided by the public with their submissions has been included as well.

Through the consultation period there was additional concern brought forward by a business owner (correspondence attached) regarding concerns over corporate business addressing on Colonization Road West. The correspondence mentions concern over who will be subject to the cost of the lawyers fees, licensing, letterheads, stamps, cheques, business cards, statement sheets, business visas. Another business located on Colonization Road West requested that perhaps a deferred enactment date be considered to allow them and others time to prepare for the transition.

The Planning and Development Executive Committee considered this matter at their May 3, 2021 session and recommended the following:

- That Colonization Road East be renamed with one of the following options:
 - o Sunrise Drive
 - o Nibi Drive (Nibi means water in Anishinaabemowin (Ojibwe))
 - o Harmony Drive
 - o Agamiing Drive (Agamiing means at the water/at the lake/on the shore in Anishinaabemowin (Ojibwe))
 - o Shoreline Drive
- That Colonization Road West be renamed with one of the following options:
 - o Sunset Trail or Road
 - o Heritage Trail or Road
 - o Spirit Trail or Road
 - o Moonlight Trail or Road
- That the Town will not be responsible for any costs directly or indirectly related to the name changes aside from that of the applicable street sign replacements

- That the changes will formally take place on January 1, 2022
- That a Colonization Road East sign (blue sign) be:
 - o Donated to Manitou Mounds for display within their respective facility
 - o Displayed within the Town of Fort Frances museum
 - o Donated to the Canadian Museum for Human Rights for display within the respective facility

Respectfully submitted



Cody Vangel
Chief Building Official & Municipal Planner

Council approval of this report will agree with the recommendation of the Planning and Development Executive Committee to:

- Rename Colonization Road East to _____;
- Rename Colonization Road West to _____;
- That the Town will not be responsible for any costs directly or indirectly related to the name changes aside from that of the applicable street sign replacements;
- That the changes will formally take place on January 1, 2022; and
- That Colonization Road East signs (blue sign) be donated/displayed as mentioned in this report

THE TOWN OF FORT FRANCES

Section: Planning & Development

Policy: Street Naming and Renaming

Creation Date:	February 2021
Revised Date:	N/A
Resolution Number:	138
Supersedes Resolution Number:	N/A
Policy Number:	6.4

1. Purpose

- 1.1 This policy provides guidelines on the naming of Streets and roadways in the Town of Fort Frances and establishes the process by which requests can be made for Street name changes.
- 1.2 This policy's intent is to promote the selection of Street names that will avoid duplication, promote emergency safety considerations and celebrate civic history and achievements.
- 1.3 This policy provides the process for public input into proposed naming, or renaming, or assigning a Ceremonial name to Streets and roadways in the Town of Fort Frances.

2. Definitions

- 2.1 *Ceremonial Naming* refers to assigning a Ceremonial name to a Street in honour of an individual, event or an organization that has made a significant and exceptional positive contribution to the Town of Fort Frances, the Province of Ontario or Canada. A Ceremonial name is a secondary name and does not replace the official name.
- 2.2 *Chief Building Official* refers to the Chief Building Official appointed by the Town of Fort Frances
- 2.3 *Draft Plan of Subdivision* is a document that shows the surveyed boundaries, location, size, and Streets of a proposed subdivision.
- 2.4 *Duplicate* refers to Street names that are identical, not including the Street Suffix.
- 2.5 *First Responders* refers to Fort Frances Fire Rescue Service, Ontario Provincial Police, and Rainy River District Paramedic Services.
- 2.6 *Municipal Planner* refers to the Municipal Planner of the Town of Fort Frances.

- 2.7 *Planning and Development* refers to the Town of Fort Frances Planning and Development division or its successor.
- 2.8 *Procedures for Notices By-Law* refers to By-Law 64/02, as amended, or its successor.
- 2.9 *Reference Plan* refers to a plan deposited in the local Land Registry Office and is a graphic representation of descriptions of land, as well as representations of divisions of land under the *Planning Act*.
- 2.10 *Similar Sounding* refers to Street names that sound similar in their entirety, not including the Street Suffix.
- 2.11 *Street* is any existing or proposed public or private Street, lane, or walkway within the boundaries of the Town of Fort Frances.
- 2.12 *Street Suffix* refers to words that follow a Street name and usually indicate the type of Street configuration and or Street direction.
- 2.13 *Town* refers to the Town of Fort Frances
- 2.14 *Unnamed Street* refers to any Street or a proposed Street on a Reference Plan without an official name and not on a draft plan of a subdivision.

3. Criteria for Naming or Renaming a Street or Assigning a Ceremonial Name to a Street

- 3.1 A request to name, rename or assign a Ceremonial name to a Street may be initiated by:
 - 3.1.1 A citizen of the Town, by application; or
 - 3.1.2 The Town, by a resolution adopted by council.
- 3.2 The Town will consider proposals for Street naming but is under no obligation under this policy to accept a proposal to name, or rename a Street, or assign a Ceremonial name to a Street.
- 3.3 Street names, including Ceremonial Street names should portray a strong positive image and have historical, cultural, Indigenous or social significance or contribution to the betterment of the community, the Town, the Province of Ontario or Canada.
- 3.4 Street names shall not impair the ability of First Responders to respond to emergencies or impair the Town's ability to deliver services.
- 3.5 Streets that have been named, renamed, or assigned a Ceremonial name within the previous ten years will not be renamed unless initiated by the Town.
- 3.6 Assigning a Ceremonial name to a Street will be considered before renaming a Street.
- 3.7 Suffixes for Street names are assigned by the Town to ensure the appropriate Suffix is used to describe the type, function, length and configuration of the Street. Street

name Suffixes are words that follow a Street name, generally indicating the Street's configuration and, on occasion, Street direction. A list of Suffixes acceptable for use in the Town is detailed in Schedule A, followed by its abbreviation and a brief description.

- 3.8 All Town costs involved in renaming a Street shall be the responsibility of the applicant. Where the Town initiates the renaming of a Street, the Town shall bear the associated costs.

3.8.1 Council may consider covering costs associated with applications initiated by the public.

- 3.9 Street names, including Ceremonial names, shall not:

3.9.1 Result in, or be perceived to confer, any competitive advantage, benefit or preferential treatment or advertisement to the named party, or a product, service or a particular business;

3.9.2 Be or be perceived to be discriminatory or derogatory of race, colour, ethnic origin, gender identity or expression, sex, sexual orientation, creed, political affiliation, disability or other social factors;

3.9.3 Result in inappropriate abbreviations or acronyms;

3.9.4 Duplicate or be similar sounding to an existing Street name;

3.9.5 Place the Town in conflict with any agreements established in the acquisition or management of the Street; and

3.9.6 Make a direct or indirect reference to recent events or recently deceased individuals, except where the event or the individual had a legacy or significant contributions to the Town of Fort Frances. Names of recent events or recently deceased individuals may only be considered after two years has elapsed.

- 3.10 The physical location, size and style of the Street sign(s) shall be determined by the Town.

- 3.11 Naming or renaming a Street, or assigning a Ceremonial name to a Street, on behalf of an individual, event, or an organization requires the written consent of the named party or the named party's representative.

3.11.1 In circumstances where consent has not been received, despite reasonable efforts, the Town, in absence of any refusal to provide consent or legal concerns, may approve the name if the applicant is able to demonstrate efforts to obtain consent to the satisfaction of the Town.

- 3.12 Where a new name, rename or Ceremonial Street name proposed by the public is deemed insufficient, Council may substitute a name of their choice.

4. Naming Streets on Draft Plans of Subdivisions

- 4.1 A proposal to name Streets on a draft plan of subdivision is to be made using the Street Naming Application through the Planning and Development Division and at minimum is to include:
 - 4.1.1 The proposed Street names, including any background information on the names; and
 - 4.1.2 A copy of the draft plan of a subdivision.
- 4.2 Proposed Street names that portray Indigenous significance or are after an Indigenous individual, organization or event will require consultation with Indigenous communities and adherence to appropriate Indigenous practices or protocols.
- 4.3 The Chief Building Official or Municipal Planner will assess proposed Street names for draft plans of subdivisions in accordance with this Policy and consult with the appropriate internal Town divisions prior to granting approval.
- 4.4 If the proposed name does not comply with this Policy, the Chief Building Official or Municipal Planner will advise the applicant and refer to Town Council for decision in accordance with Council procedures.

5. Naming an Unnamed Street

- 5.1 A proposal to name an Unnamed Street is to be made using the Street Naming Application through the Planning and Development Division and at minimum is to include:
 - 5.1.1 The proposed name;
 - 5.1.2 Rationale for naming the Street; and
 - 5.1.3 A map or an illustration, including major intersections of the Unnamed Street.
- 5.2 Should the Unnamed Street be an obvious extension of an existing Street, the existing Street name shall be continued onto the Unnamed Street. However, where the extension intersects with a different Street, the new section will be renamed as outlined in this policy.
- 5.3 Proposed Street names that portray Indigenous significance or are after an Indigenous individual, organization or event will require consultation with Indigenous communities and adherence to appropriate Indigenous practices or protocols.
- 5.4 The Chief Building Official or Municipal Planner will consult with various internal Town divisions on the proposed Street name.
- 5.5 If the proposed name does not comply with this Policy, the Chief Building

Official or Municipal Planner will advise the applicant and Town Council.

- 5.6 If the proposed name complies with this Policy, the Town will host a public meeting to consider the proposal. Notice of public meeting will comply with Section 8 of this policy.
- 5.7 If approved, the Town will provide notice of its intention to pass an authorizing by-law as outlined in Section 8 of this policy.
- 5.8 Upon passing such authorizing by-law the Town will provide notice of its passing as outlined in Section 8 of this policy.

6. Renaming Town Streets

- 6.1 A proposal to rename a Street is to be made using the Street Naming Application through the Planning and Development Division and at minimum is to include:
 - 6.1.1 Rationale for changing the name and significance of the proposed name;
 - 6.1.2 Relevance of the proposed name to the Street;
 - 6.1.3 Documented support, including but not limited to petitions and support letters, from at least 75 percent of property owners that abut the Street;
 - 6.1.4 Section 6.1.3. may be waived at the discretion of Council and shall be waived for Town initiated changes; and
 - 6.1.5 A map or an illustration, including major intersections of the Street to be renamed.
- 6.2 Proposed Street names that portray Indigenous significance or are after an Indigenous individual, organization or event will require consultation with Indigenous communities and adherence to appropriate Indigenous practices or protocols.
- 6.3 The Chief Building Official or Municipal Planner will consult with various internal Town divisions on the proposed Street name.
- 6.4 If the proposed name does not comply with the Policy, the Chief Building Official or Municipal Planner will advise the applicant and Town Council.
- 6.5 If the proposed name complies with this Policy, the Town will host a public meeting to consider the proposal. Notice of public meeting will comply with Section 8 of this policy.
- 6.6 If approved, the Town will provide notice of its intention to pass an authorizing by-law as outlined in Section 8 of this policy.
- 6.7 Upon passing such authorizing by-law the Town will provide notice of its passing as outlined in Section 8 of this policy.

7. Assigning a Ceremonial Name to a Town Street

- 7.1 A proposal to assign a Ceremonial name to a Street is to be made using the Ceremonial Street Naming Application through the Planning and Development Division and at minimum is to include:
 - 7.1.1 The Street proposed for the Ceremonial name;
 - 7.1.2 Rationale and significance of the proposed name;
 - 7.1.3 Relevance of the proposed name to the Street, community and Town; and
 - 7.1.4 A map or an illustration, including major intersections of the Street.
- 7.2 Proposed Ceremonial Street names that portray Indigenous significance or are after an Indigenous individual, organization or event will require consultation with Indigenous communities and adherence to appropriate Indigenous practices or protocols.
- 7.3 The Chief Building Official or Municipal Planner will consult with various internal Town divisions on the proposed Ceremonial Street name.
- 7.4 If the proposed Ceremonial Street name does not comply with the Policy, the Chief Building Official or Municipal Planner will advise the applicant and Town Council.
- 7.5 If the proposed Ceremonial Street name complies with this Policy, the Town will host a public meeting to consider the proposal. Notice of public meeting will comply with Section 8 of this policy.
- 7.6 If approved, the Town will provide notice of its intention to pass an authorizing by-law as outlined in Section 8 of this policy.
- 7.7 Upon passing such authorizing by-law the Town will provide notice of its passing as outlined in Section 8 of this policy.

8. Notification

- 8.1 The Town will give Notice of Public Meeting by way of:
 - 8.1.1 Publishing a notice in a newspaper that is of sufficiently general circulation in the area to which the proposed naming, or renaming, or assigning a Ceremonial name would apply, once, at least 30 days prior to the public meeting;
 - 8.1.2 Publishing a notice on the Town website at least 30 days prior to the public meeting; and
 - 8.1.3 Regular mail or delivered to the properties directly abutting/fronting the associated Street, once, at least 30 days prior to the public meeting.
- 8.2 The Town will give notice of its intention to pass a by-law to name, or rename a Street, or assign a Ceremonial name to a Street as outlined in the Procedures for Notices By-Law.

- 8.3 The Town will give notice of passing a by-law to name, or rename a Street, or assign a Ceremonial name to a Street by way of:
 - 8.3.1 Publishing a notice in a newspaper that is of sufficiently general circulation in the area to which the proposed naming, or renaming, or assigning a Ceremonial name would apply;
 - 8.3.2 Publishing a notice on the Town website; and
 - 8.3.3 Regular mail or delivered to the properties directly abutting/fronting the associated Street.

- 8.4 The Town will notify the following internal departments, emergency services, agencies/bodies and adjacent municipalities of the change of an existing Street name or assignment of a new Street name upon passing such authorizing by-law.
 - 8.4.1 All divisions internal to the Town of Fort Frances
 - 8.4.2 Fort Frances Power Corporation
 - 8.4.3 Rainy River District Paramedic Services
 - 8.4.4 Fort Frances Fire Rescue Services
 - 8.4.5 Ontario Provincial Police
 - 8.4.6 Bell 9-1-1
 - 8.4.7 Kenora Central Ambulance Communications Centre
 - 8.4.8 Canada Post
 - 8.4.9 Agency One First Nations
 - 8.4.10 Township of Alberton
 - 8.4.11 Municipal Property Assessment Corporation

Schedule A

Alley (Aly): A narrow Street between or behind a row of buildings.

Avenue (Ave): A Street in a densely populated area serving light to high volumes of traffic and used interchangeably between local, collector and arterial Streets typically running north and south.

Boulevard (Blvd): A Street with a median reflecting the boulevard character serving medium to high volumes of traffic.

Circle (Cir): A cul-de-sac or looped Street that begins and circles back to terminate on the same Street.

Court (Ct): A Street with no outlet, usually ending in a cul-de-sac, and usually not exceeding (300 m) in length.

Crescent (Cres): A local Street that is uninterrupted other than by a cul-de-sac, and having two connections to one Street.

Drive (Dr): A curvilinear Street, that usually serves light to high volumes of traffic, and used interchangeably between local, collector and arterial roads.

Gate (Gate): A short Street providing an entrance to a subdivision or another Street or as a link between two different Streets, and that has no buildings or lot frontages.

Grove (Gv): A modified and form of cul-de-sac or looped Street characterized by minimal frontage that is separate and distinct from the balance of the subdivision or development area.

Heights (Hts): A Street with a unique configuration, represents a theme or quality of design, layout, or association with the surrounding land features or geography.

Lane (Ln): A dead-end or private Street.

Parkway (Pkw): A thorough with a median reflecting the parkway character.

Place (Pl): A short Street with a length of (300 m) or less.

Promenade (Prom): A Street with a wide right-of-way width and/or containing an unusual and non-typical design, layout or extensive landscaping or other design features.

Road (Rd): A Street usually in less densely populated areas serving light to high volumes of traffic.

Square (Sq): A square Street pattern.

Street (St): A Street usually in more densely populated areas serving light to high volumes of traffic typically running east and west.

Terrace (Terr): A short Street with a length of (300 m) or less.

Trail (Trail): A collector-type Street usually winding or meandering

Way (Way): A narrow or private Street.

A maximum of one (1) of the following direction-based Suffixes may be used for each Street name:
North (N), East (E), South (S) and West (W)

Appendix B



Application

Street Naming

The Street Naming Application is required for all requests to name or rename a Town of Fort Frances Street or to assign a ceremonial name to a Town Street. A Street is any existing or proposed public or private street, lane or walkway within the boundaries of the Town.

Please complete all sections of the Application and provide the required attachments.

Applicant Information			
First Name		Last Name	
Street Number	Street Name		Suite/Unit Number
City/Town		Province	Postal Code
Telephone Number		Mobile Number	Email

Street Naming Type
Select the street naming type being requested (select one only):
<input type="checkbox"/> Naming or renaming a City Street (For requests to name or rename the legal street name) <ul style="list-style-type: none"> Is this Street public or private? <input type="checkbox"/> Public <input type="checkbox"/> Private Is this Street an existing Street or a new development? <input type="checkbox"/> Existing <input type="checkbox"/> New Development Does this Street have an existing name? <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Assigning a Ceremonial Name to a Street (Assigning a secondary name to a Street that does not replace the legal name and is symbolic)

Street Name Details
Identify the location of/or the Street: (Include picture/map indicating location)
List the name(s) being proposed:

I Have Read and Understand
Check the following to confirm that you have read and understand the:
<input type="checkbox"/> Street Naming and Renaming Policy <input type="checkbox"/> Application General Process

Street Naming**Required Attachments**

Provide the following attachments with the Application for the type of Street Naming being requested:

Name a Street on a Draft Plan of a Subdivision	Name an Unnamed Street	Rename a Town Street	Assigning a Ceremonial Name to a Town Street
<input type="checkbox"/> Background information on the proposed name <input type="checkbox"/> A copy of the draft plan of a subdivision <input type="checkbox"/> Consent of Named party or representative (If proposal is to honor a named individual)	<input type="checkbox"/> Background information on the proposed name <input type="checkbox"/> Consent of Named party or representative (If proposal is to honor a named individual) <input type="checkbox"/> A map or an illustration showing street location and major intersections	<input type="checkbox"/> Rationale for changing the name and significance of the proposed name <input type="checkbox"/> Relevance of proposed name to the Street <input type="checkbox"/> Consent of Named party or representative (If proposal is to honor a named individual) <input type="checkbox"/> Documented support from the local community <input type="checkbox"/> Minimum of 75% property owners abutting the street OR <input type="checkbox"/> Waiver of requirement being requested <input type="checkbox"/> A map or an illustration showing street location and major intersections	<input type="checkbox"/> Rationale and significance of the proposed name <input type="checkbox"/> Relevance of proposed name to the Street, community and Town <input type="checkbox"/> Rationale for naming the street <input type="checkbox"/> Consent of Named party or representative (If proposal is to honor a named individual) <input type="checkbox"/> A map or an illustration showing street location and major intersections

Applicant Signature

Date (yyyy-mm-dd)

Return completed application along with the necessary attachments to:

Town of Fort Frances
 Chief Building Official
 Municipal Planner
 320 Portage Avenue
 Fort Frances, Ontario
 P9A 3P9

Note:

- The Town will consider proposals for Street naming but is under no obligation to accept a proposal to name, or rename a Street, or assign a Ceremonial name to a Street.
- All Town costs involved in renaming a Street shall be the responsibility of the applicant. Where the Town initiates the renaming of a Street, the Town shall bear the associated costs.
 - Council may consider covering costs associated with applications initiated by the public

Application

Street Naming**General Process**

This section is for informational purposes only and will outline the general process in which applications are handled.

Name a Street on a Draft Plan of a Subdivision

1. Application is submitted to the Chief Building Official or Municipal Planner with all applicable attachments.
2. The application and proposed street name will be circulated within the internal divisions of the Town and reviewed for compliance with the Street Naming and Renaming policy.
3. If the proposed name complies with the Street Naming and Renaming policy the Chief Building Official or Municipal Planner will approve the application.
4. If the proposed name does not comply with the Street Naming and Renaming policy, the applicant will be advised, and the application will be referred to Council for decision.

Name an Unnamed Street

1. Application is submitted to the Chief Building Official (CBO) or Municipal Planner with all applicable attachments.
2. The application and proposed street name (if included) will be circulated within the internal divisions of the Town and reviewed for compliance with the Street Naming and Renaming policy.
3. If the proposed name does not comply with the Street Naming and Renaming policy, the applicant, the Planning and Development Executive Committee (PDEC) and Council will be advised.
4. If the proposed name complies with the Street Naming and Renaming Policy, the CBO or Municipal Planner will report the application to PDEC.
5. With recommendation from PDEC, report will be brought to Council to accept (not approve) the application and to authorize administration to provide the 30-day Notice of Public Meeting, as well as declare Council's intent to consider the naming of an unnamed street.
6. Administration will provide notice as outlined in the Street Naming and Renaming Policy. During this 30-day notice period, input and proposed names will be received.
7. Upon conclusion of the 30-day notice period, the Town will host a public meeting.
8. The CBO or Municipal Planner will report to PDEC with a summary of input from the 30-day consultation period and the Public Meeting. PDEC will consider this information and make recommendation to Council. If recommendation is made to approve, PDEC will provide a "short-list" of five names to Council including the original proposed name.
9. The CBO or Municipal Planner will report to Council with a summary of input from the 30-day consultation period and the Public Meeting and include recommendation from PDEC along with the five name choices. Council will select one of the names or substitute for a name of their choice and declare their intent to enact the authorizing by-law at the next Council meeting.
10. Upon passing the authorizing by-law, administration will provide notice of passing said by-law as per the Street Naming and Renaming Policy.

Application

Street Naming**General Process Continued****Rename a Town Street**

1. Application is submitted to the Chief Building Official (CBO) or Municipal Planner with all applicable attachments. The application shall indicate whether support letters and petitions are being submitted, or if this requirement is requested to be waived.
2. The application and proposed street name (if included) will be circulated within the internal divisions of the Town and reviewed for compliance with the Street Naming and Renaming policy.
3. If the proposed name does not comply with the Street Naming and Renaming policy, the applicant, the Planning and Development Executive Committee (PDEC) and Council will be advised.
4. If the proposed name complies with the Street Naming and Renaming Policy, the CBO or Municipal Planner will report the application to PDEC.
5. With recommendation from PDEC, report will be brought to Council to accept (not approve) the application and to authorize administration to provide the 30-day Notice of Public Meeting, as well as declare Council's intent to consider the renaming of a street.
6. Administration will provide notice as outlined in the Street Naming and Renaming Policy. During this 30-day notice period, input and proposed names will be received.
7. Upon conclusion of the 30-day notice period, the Town will host a public meeting.
8. The CBO or Municipal Planner will report to PDEC with a summary of input from the 30-day consultation period and the Public Meeting. PDEC will consider this information and make recommendation to Council. If recommendation is made to approve, PDEC will provide a "short-list" of five names to Council including the original proposed name.
9. The CBO or Municipal Planner will report to Council with a summary of input from the 30-day consultation period and the Public Meeting and include recommendation from PDEC along with the five name choices. Council will select one of the names or substitute for a name of their choice and declare their intent to enact the authorizing by-law at the next Council meeting.
10. Upon passing the authorizing by-law, administration will provide notice of passing said by-law as per the Street Naming and Renaming Policy.

Assigning a Ceremonial Name to a Town Street

1. Application is submitted to the Chief Building Official (CBO) or Municipal Planner with all applicable attachments.
2. The application and proposed Ceremonial street name will be circulated within the internal divisions of the Town and reviewed for compliance with the Street Naming and Renaming policy.
3. If the proposed Ceremonial street name does not comply with the Street Naming and Renaming policy, the applicant, the Planning and Development Executive Committee (PDEC) and Council will be advised.
4. If the proposed Ceremonial street name complies with the Street Naming and Renaming Policy, the CBO or Municipal Planner will report the application to PDEC.
5. With recommendation from PDEC, report will be brought to Council to accept (not approve) the application and to authorize administration to provide the 30-day Notice of Public Meeting, as well as declare Council's intent to consider assigning a Ceremonial street name.
6. Administration will provide notice as outlined in the Street Naming and Renaming Policy. During this 30-day notice period, input will be received.
7. Upon conclusion of the 30-day notice period, the Town will host a public meeting.
8. The CBO or Municipal Planner will report to PDEC with a summary of input from the 30-day consultation period and the Public Meeting. PDEC will consider this information and make recommendation to Council.
9. The CBO or Municipal Planner will report to Council with a summary of input from the 30-day consultation period and the Public Meeting and include recommendation from PDEC along with the five name choices. Council will select one of the names or substitute for a name of their choice and declare their intent to enact the authorizing by-law at the next Council meeting.
10. Upon passing the authorizing by-law, administration will provide notice of passing said by-law as per the Street Naming and Renaming Policy.

From: [Kathy Lampi](#)
To: [Cody Vangel](#)
Subject: [External] Fw: Business Impact - Colonization Road Name Change
Date: Thursday, March 25, 2021 2:25:01 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

M. Wu Dentistry

Dr. Michael Wu, D.D.S

1201 Colonization Road West, Fort Frances, Ontario P9A 2T6

(807) 274-5365 Fax (807) 274-1738

www.ffdentist.com

Good afternoon Cody,

With regard to the recent decision to rename Colonization Road, I have just received my notice to renew

our permits and licences for our Sedation Facility Permit as well as the Doctor's sedation licences.

There is a cost to do this each year, and a cost for any changes to both the permits and licences after issuing.

A **deferred date** to change our address, would be a definite asset to our business as there are several more permits and licences coming up for renewal.

The change will be costly and very time consuming for us to do and a **deferred date** will help make the transition a bit smoother.

Thank you for your time

Kathy Lampi

office manager

officemanager@tbaytel.net

From: Kathy Lampi
Sent: Tuesday, February 9, 2021 2:43 PM
To: cvangel@fortfrances.ca
Subject: Re: Business Impact - Colonization Road Name Change

M. Wu Dentistry

Dr. Michael Wu, D.D.S

1201 Colonization Road West, Fort Frances, Ontario P9A 2T6

(807) 274-5365 Fax (807) 274-1738
www.ffdentist.com

Hi Cody,

In response to your email, here is a list of changes just off the top of my head.

Business cards

Letterhead, intake forms, consent for treatment forms, other dental related paperwork

Preprinted freight/waybills/shipping labels

Preprinted envelopes

Website

Facebook page

We have 3 year paid advertising with both golf courses for score cards- cannot be reprinted

Advertising contracts with different advertising agencies that will charge to change our address.

Imprinted - reusable shopping bags, water bottles, pens, key rings

We hold many different licenses to operate our facility, they will have to change not to mention our corporation, and corporation holdings. which will require a lawyer to change some of these legal documents

Also the inconvenience of changing all addresses for our supplies for both mailings as well as deliveries

Please don't hesitate to contact me if you have any further questions

Kathy Lampi

office manager

officemanager@tbatel.net

From: Wu Dentistry
Sent: Tuesday, February 9, 2021 9:14 AM
To: 'Kathy Lampi'
Subject: FW: Business Impact - Colonization Road Name Change

From: Cody Vangel [mailto:cvangel@fortfrances.ca]
Sent: February-09-21 8:01 AM
To: undisclosed-recipients:
Subject: Business Impact - Colonization Road Name Change

Good Morning,

As you may already be aware the Town of Fort Frances is in the preliminary consultation stages of potentially renaming Colonization Road East and West.

Given that your business is located on/about Colonization Road East and West, I am looking to understand how/if renaming these roads may potentially impact your business or generate additional costs (i.e. letterhead, business cards, website maintenance, signage, etc).

If you could please write back detailing any potential impact, even if there is none, it would be greatly appreciated such that I can report to the Planning and Development Executive Committee.

If you require additional information or wish to discuss verbally I can be reached by phone at 807-271-0604.

Thank you,

Cody Vangel
Chief Building Official & Municipal Planner
Town of Fort Frances
P: 807.274.5323 ext 1216
C: 807.271.0604

From: [Mike Carmody](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Road
Date: Sunday, April 18, 2021 7:42:05 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Hi Cody,

First off I must say that I have never been so disappointed with all of our past and present mayor and council as I am with this present group. In one of the worst years known to mankind, changing street names, building names and banning plastic bags seems to be their priorities which is just adding to the already stressful times that we have all been dealing with. At a time when the World Health Organization had even recommended halting the use of reusable bags, this town council decided that we should go ahead and make a bylaw to ban plastic bags. At a time when the federal and provincial governments are telling all citizens to stay home unless it is essential to go out and service Ontario is asking people not to go into their buildings unless it's deemed necessary and can't be done online, this town council is telling us we have to change all our documentation because of a street name. This town council tells its citizens that there will be no cost to them to do this change, yet there have been multiple letters sent out, multiple town meetings and multiple town employees having to devote their time and efforts to this, so who picks up that tab if not our citizens? My corporate business address is on Colonization Road West so with lawyers fees, licensing, letterheads, stamps, cheques, business cards, statement sheets, business visas etc. it will cost thousands of dollars to change everything over. Who will pick up this tab?

I myself and my family are of Indigenous descent and are recognized as Métis citizens so we are very much aware of the hurtful past, the "Halfbreed" stigma and lands taken away from us but we have lived on Colonization Road West for 31 years without any ill will towards its name.

Although I don't agree with the name change of this street and I certainly disagree with the timing of implementing it, I think the most appropriate names would be "Sunrise Drive " for Colonization Road East and "Sunset Drive " for Colonization Road West.

Thank you for your time,

Mike Carmody
 Sent from my iPad

From: [BorealBobb](#)
To: [Cody Vangel](#)
Subject: [External] new names to replace colonization
Date: Sunday, April 18, 2021 8:26:21 PM

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-for colonization east that goes to point park.

Agamiing Miikana

(Ojibwa) **Agamiing:** at the water; at the lake, at the shore

Miikana: road, trail

-for colonization west.

Cedar Rd/ST, etc

bw harrington

From: [Lisa Slomke](#)
To: [Cody Vangel](#)
Subject: FW: [External] Fwd: Name to replace Colonization Rd. E&W
Date: Tuesday, April 27, 2021 11:40:06 AM

From: Jennifer Woods <jenwoods@gmail.com>
Sent: Tuesday, April 27, 2021 11:29 AM
To: Lisa Slomke <lslomke@fortfrances.ca>
Subject: [External] Fwd: Name to replace Colonization Rd. E&W

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Hi...I've resent my request for a new name for Colonization Rd.
Please see below.
Thanks.

----- Forwarded message -----

From: **Jennifer Woods** <jenwoods@gmail.com>
Date: Tue, Apr 27, 2021 at 11:23 AM
Subject: Name to replace Colonization Rd. E&W
To: <town@fort-frances.com>

Dear Mayor June Caul and Councillors,

I would like to suggest the names Sunrise Rd. E and Sunset Rd. W.
in Sunset Country.

Both of these names express a wonderful phenomenon of
how the sun reveals our area so well. We are famous for
our sunsets and sunrises.

I can see people taking their photos in front of the road signs
with the sun in the background. Great advertising for our area
too via social media!!

Hope you will consider these names.

Thank you,

Jennifer Woods

From: [Caryn Myers](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Rd name change
Date: Tuesday, April 27, 2021 4:43:18 PM

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Hi Cody,

I just wanted to submit my thoughts.

I have always had a difficult time keeping straight which was River Rd and which was Riverview Dr then people talk about 602 leaving town as River Rd., so I'm opposed to any name that has "river" in it.

Today I noticed someone came up with Sunrise for Colonization Rd E, and Sunset for Colonization Rd E. and I got excited! These names have significance for me.

Our property at the corner of Scott and Colonization Rd E has a Scott address, but the Sunrises are spectacular along there, and I can bet the Bayview and Harbourage and homes along there would agree.

Having Colonization Rd W with the name Sunset Rd also has significance for me, when I lived out along the river there, my favourite time of day was driving home from work when I would catch the beautiful sunsets on the way.

Just my 2 cents. Good Luck

Sent from my iPhone
Caryn Myers

From: [Sandra Lutz](#)
To: [Cody Vangel](#)
Subject: [External] Attention: Cody Vangel: Colonization Road West Name Change
Date: Tuesday, April 20, 2021 5:13:22 PM

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My suggestion is Sunset Drive which should appeal to the residents who would prefer a name relating to nature.

My address would then be: 310-851 Sunset Drive.

Robert D. Brown (Bob)
310-851 Colonization Road West
Fort Frances, Ont. P9A 2T3
PH:274-1904

Flinders Place Tenant
Retirement Living For Seniors
40 Rental Units

Robert D. Brown

From: [Linda Hamilton](#)
To: [Cody Vangel](#)
Subject: [External] col ride
Date: Monday, April 5, 2021 9:08:46 AM

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This is our view at the end of col td w . I am full in favour of the name change. I hope there has been consultation with First Nations on this change, they may have input for you. There has been a suggestion of Sunset rd. and I support that name change. Linda Hamilton , 1725 col rd w



Sent from my iPhone

From: [Linda Hamilton](#)
To: [Cody Vangel](#)
Subject: [External] col rd w
Date: Monday, April 5, 2021 9:03:52 AM

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I am fully in support of a name change for Col. rd w .I would hope there has been some consultation with first nations re the name change, perhaps there would be suggestions from them. There has been a suggestion of Sunset Rd. and I agree with that suggestion . I support a name change to Sunset rd. I also think col rd east should be an extension of Front st. I live on col rd w . Linda Hamilton

From: [Judy Carmody](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Rds. name change
Date: Wednesday, April 21, 2021 9:25:41 AM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

We REALLY like "Sunrise Drive" for Col. Rd. E.
And "Sunset Drive" for Col. Rd. W.

Glenn & Judy Carmody

From: [caryhowells caryhowells](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Road Rename
Date: Tuesday, April 27, 2021 8:48:17 AM

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My suggestion for names are Sunset Drive going West and Sunrise Drive going East. Incorporates Sunset Country and Fun In the Sun.

18 April 2021

Mayor and Council
Town of Fort Frances

“Colonization” recognizes a specific historical relationship that occurred in this land. We suggest that the two new street names honour the community relationships initiated when the Anishinaabe welcomed newcomers, while respecting the current aspirations and friendship between people living and visiting Fort Frances. Street names reflecting positive values form a strong foundation on which a community builds and moves forward. We are Fort Frances Strong. We are Fort Frances Friendly.

Suggested street name changes:

Colonization Road West => Nibi Trail

Colonization Road East => Friendship Road

Rationale for street names:

- Nibi Trail because the current Colonization Road West is the only meandering street in Fort Frances, and it pays homage to the trail that followed the Rainy River. Nibi means water in Anishinaabemowin (Ojibwe). Water, essential to life, was integral to the formation and ongoing needs of our community. Fort Frances, with south & east geographical boundaries of water, is located in Rainy River District.
- Friendship Road because citizens, visitors and neighbours thrive with friendly relationships. This is the Town’s only street to/from the East. It connects Fort Frances to neighbours in Couchiching First Nation, with views to the Canada-United States water boundary. This street meets the Town policy ‘road’ definition requirement of being less densely populated.
- Third suggested name is Unity Trail depictive of Fort Frances Strong.

Rationale to avoid suggesting other names include:

- We should not miss the unique opportunity to powerfully name two community entrances. Most town and district streets are in honour of previous immigrant families &/or their descendants. Few, if any streets, represent concepts, Indigenous people or language. Multiple tree names already exist (Oakwood, Elm, Pine, Willow, Spruce, Maple, Palmcrest, Birch, Elmcrest). Veterans Avenue appropriately already exists at the Legion.

Story of the Bundle of Sticks:

There once was a family with several children. The children could not agree amongst themselves. They quarreled over school work, household tasks, and yard work. They harassed one another with put downs. The parents attempted to stop the kids’ behaviour, but the kids paid no attention and continued their quarreling. One day the parents, holding a bundle of sticks tied tightly together, called the children together. “Which one of you can break this bundle in half?” Each child, in turn, took the bundle and tried to break it. Not one was able to break the bundle. “It is just too strong,” they said. The bundle was untied, and each child given one stick. “Which one of you can break your stick in half?” Each child was able to easily break their stick. The parents said, “My children, you, like these sticks are strong when you are friends and work united together. When you quarrel and become separated you are easily destroyed.”

Sincerely,
Michael and Sheri De Gagné
Colonization Road West
Fort Frances, Ontario

Trail (Trail): A collector-type Street usually winding or meandering

Road (Rd): A Street usually in less densely populated areas serving light to high volumes of traffic.

From: [kittyd2](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Road renaming
Date: Friday, April 9, 2021 10:44:52 AM

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Suggesting Harmony Road...we all need to live in harmony with each other no matter the race. Spirit Drive to honor all those residing at Riverview Cemetery. We all have family there. Personal grief is universal.

Sent from my Galaxy

From: [Lampi, Lynne \(MGCS\)](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Road Name Change
Date: Thursday, April 22, 2021 12:23:13 PM

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Regarding proposed names for Colonization Road, our favourite name is Harmony Drive. To us it represents togetherness and inclusiveness. No matter what name is chosen, we feel that it must be inclusive for all and it must be easy to say and to spell.

Thank you.

2 votes for Harmony Drive

Lynne and Kelly Lampi

From: [sue](#)
To: [Cody Vangel](#)
Subject: [External] Suggestion for renaming Colonization Rd
Date: Wednesday, March 31, 2021 9:48:32 AM

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I would like to suggest a name to replace Colonization Road east and west.

Harmony Road

``Just as many musical notes harmonize to create a beautiful tune,

``so also do many different cultures and people harmonize to create a beautiful town.

Thank you for being open for suggestions

Susan Drew, Box 722 Fort Frances, ON P9A 3N1

From: [Dave Zatulsky](#)
To: [Cody Vangel](#)
Subject: [External] Street Names
Date: Thursday, April 1, 2021 9:22:22 AM

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Cody

I would like to submit my suggestions for street renaming.

Colonization Road East can be easily changed to Front Street. Just extending it from its end to the overpass.

Colonization Road West can be renamed to "Sunset Drive". This is a good choice as it does not have any personal or ethnic reference. Also there are great sunsets at the west end of the road.

Thanks for considering our recommendations .

Dave and Kathie Zatulsky

1724 Colonization Road West

Sent from my iPhone

From: [Larry Cousineau](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Roads name submissions
Date: Thursday, April 8, 2021 12:57:38 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Dear Cody. Thanks for the recent letter received regarding the suggesting of new names for the Colonization roads.

As we live on Colonization Road West our suggestion for our road is Sunset Drive or Sunset Road. Our reasoning for this name is that anyone who drives out our way are always talking about the beautiful sunsets that occur on a regular basis. We also like the name as it will not stir up any negative personal feelings or opinions.

The word sunset is usually preceded by the word BEAUTIFUL.

Our suggestion for Colonization Road East would be extending Front Street to include Colonization Road East.

Thanks

Yours very truly
Larry and Janice Cousineau
1728 Colonization Road West
Fort Frances, Ont. P9A3T4

To: Fort Frances Town Council

April 12 2021

With regard to renaming of Colonization Road:

One – the approved action should not proceed until the COVID19 pandemic ends.

Older residents may lack the computer access and / or skills to change records online, many government offices are not currently open, and residents may not feel safe visiting those that are. It is difficult for family members to assist in person given the Public Health situation.

The last year has demonstrated we cannot predict the course of the pandemic. I therefore propose that no action should be taken until the Province of Ontario ends the Public Health Emergency and Health Canada has declared the pandemic at end.

Two – Colonization Road East and West should receive different names.

The two roads are not physically connected. It makes little sense to have East and West qualifiers on a common name; it is a source of confusion.

Three – Names should be simple and non-controversial

Simple names are easier to spell, and to speak clearly to emergency services, those looking for directions, delivery services, etc. This is an important consideration for our senior residents.

We don't want to be going through another such divisive process again, and the new name(s) should not be a source of controversy that prolongs divisions. To that end, I suggest no politically or religiously connected terms, nor proper names be considered.

I suggest that geographic or nature-based names are best.

Suggestions:

Colonization Road East	Colonization Road West
Rapids View Road	Sunset (Country) Road
White Water Road	Highway 602
Shoreline Road	Acorn Way
Sorting Gap Road	Red Squirrel Road / Chickadee Drive / Blue Jay Road
Marina Way	Poplar Road , White Birch Road, Cedar Road, Balsam Road etc

Four – residents should have the final choice from among a list approved by Council.

Afterall, we live here, and we'll be the ones using the name frequently.

Kevin Stewart

1235 Colonization Road West

Fort Frances, Ontario P9A 2T6

From: janetlambert555@gmail.com
To: [Cody Vangel](#)
Subject: [External] Renaming Col. Rd.
Date: Sunday, March 28, 2021 2:43:10 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Hello Cody,

I am resubmitting my suggested name for Col Rd. As I have a nice suggestion for the East End as well

For **Col. Rd. West**, my suggestion is **OLDE TRAIL ROAD**. I have suggested this name as it is the path that the Natives, the Fur Traders and the settlers travelled in this area. They travelled by canoe or portaged so it seems appropriate. It is also the old highway that connected Fort Frances to Emo and the farmland in the area. The name also falls in with Olde Shambles Road and has an old world quality to it that may give a theme to this section of town should other road names require changing in the future (example, Olde Oak Rd).

For **Col. Rd. East**, I would like to suggest **SHORELINE ROAD**. The road is so scenic and beautiful and I believe that as it follows the shoreline of the river it is a perfect name.

Thanks for opening this up for suggestions from the public.

Janet Lambert

Sent from [Mail](#) for Windows 10

From: [C.Denby](#)
To: [Cody Vangel](#)
Subject: [External] Renaming of Colonization Rd
Date: Tuesday, April 27, 2021 8:52:20 AM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

Mine is a simple submission. I had given a suggestion in a prior email.

Heritage Road or Heritage Drive for one of the Colonization Rd East or West. I think it implies a wider, all-encompassing view that there is so much history, tradition, pride here in Fort Frances.

Boozhoo for the other - Welcome in Ojibway

Christine Denby

From: [C.Denby](#)
To: [Cody Vangel](#)
Subject: [External] Renaming Colonization Road
Date: Thursday, February 18, 2021 11:04:27 AM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

To the Town of Fort Frances

Thank you for taking the initiative to rename Colonization Road and the opportunity to provide input.

It's time.

While not a resident living on Colonization Road, I am a long-time resident of Fort Frances.

How about Heritage Road as a new name? Heritage to encompass the past ~ legacy, honor, pride and courage ~ of so many who make up this wonderful community, province and country we live in.

I believe in our community and know we will embrace and do the right thing.

Once the change has been done, please put together an action plan/group to assist the many seniors and others living on Colonization Road in making the many changes required with the address change.

Sincerely,

Christine Denby

*343 Third St W
Fort Frances, On*

From: [mona-rose.morrisseau](#)
To: [Cody Vangel](#)
Subject: [External] Colonization Road
Date: Tuesday, March 23, 2021 2:58:20 PM

[EXTERNAL] Don't click links or attachments unless you recognize the sender and know the content is safe. You can forward suspicious messages to support@fortfrances.ca.

I was encourage by many to submit a name to replace Colonization Road.The name that came to me was Moonlight Drive.The moon is always so beautiful there and sheds some light on our darkest moment.Colonization was a dark moment in history.

Thank you
Mona-Rose Morrisseau



NIBI

DECLARATION OF TREATY #3

NIBI (WATER) IS ALIVE AND HAS A SPIRIT. IT IS THE LIFEblood OF OUR MOTHER (AKI) AND CONNECTS EVERYTHING. IT CAN GIVE, SUSTAIN AND TAKE LIFE.

NIBI CAN TAKE MANY FORMS INCLUDING SNOW, ICE, SPRING WATER, SALT WATER, RAIN, FRESH WATER, SWAMP WATER, AQUIFERS AND BIRTH WATER. EACH TYPE OF WATER HAS A ROLE TO PLAY IN OUR WELLNESS AND HEALING. NIBI IS CONNECTED TO OUR GRANDMOTHER, THE MOON.

EVEN THOUGH IT HAS SUFFERED, NIBI CONTINUES TO BRING FORWARD LIFE AND WE MUST WORK TO HEAL THE WATER AND OURSELVES.

NIBI HAS A SPIRIT AND SHARES ITS GIFT OF LIFE WITH ALL OF CREATION

Nibi has its own spirit. It cannot be owned or controlled. Nibi is shared across lands and territories, between people, with other nations and all other beings that are part of creation. Spirits and other beings in creation look after nibi and its wellbeing. Nibi and all beings and spirits that look after nibi must be feasted. All creation expresses love and respect for nibi through gestures of gratitude.

WE NEED NIBI IN ORDER TO LIVE A GOOD LIFE

All beings, including Anishinaabe, are born of nibi. We depend on nibi to live and our bodies are made of it. Nibi is the source of our wellbeing. It nourishes us, spiritually, physically, mentally and emotionally and provides cleansing and healing. Clean nibi for drinking is important to our health. We must respect our sacred relationship with nibi and all beings in creation to help protect nibi for our children and future generations.

WE ALL HAVE A SACRED RELATIONSHIP WITH NIBI

Anishinaabe have been responsible for the care of the aki (land) and nibi since time immemorial. Women have a sacred relationship with nibi and a special responsibility to look after nibi because they carry birth water and have the ability to bring life into this world. Men have a role to play to protect the land and support the wellbeing of nibi and ikwewag. Our relationship with nibi is preserved through ceremony, teachings, education and knowledge shared through generations.

NIBI UNITES US

Through its flow and movement, nibi cleanses itself and connects us all. It brings us together as families, communities and as a nation. Traditional governance and law, including the Manito Aki Inakonigaawin and Treaty #3 confirm our collective responsibility to take action, give back and protect nibi and the environment for our children and future generations.



**GRAND COUNCIL
TREATY #3**
THE GOVERNMENT OF THE ANISHINABE NATION & TREATY #3



NIBI DECLARATION OF TREATY #3

TOOLKIT

NIBI DECLARATION TEAM AND ACKNOWLEDGEMENT

GRAND COUNCIL TREATY #3 WOMEN'S COUNCIL:

Isobel White, Priscilla Simard, Maggie Petiquan, Anita Collins, Rhonda Fischer

GITIIZII M'INAANIK: Ida Skead, Gilbert Smith, Tommy White, Sherry Copenace, Allan White

OGICHIDAA: Francis Kavanaugh

TECHNICAL TEAM: Aimée Craft (University of Ottawa, Decolonizing Water Governance), Lucas King (GCT3 Territorial Planning Unit)

STUDENT SUPPORT: Alyssa Bird, Heather Gunter, Alexandra Machicado McGee, Justin Clory, and Ashley Wilson

A special acknowledgement is given to all those who worked on and contributed to the Manito Aki Inakonigaawin, the Anishinaabe Nibi Inaakonigewin Report, and Treaty #3 Elders Gatherings and to those who provided feedback on the Declaration and Toolkit in the regional engagement sessions and Nibi Forum.

A word about the cover art by Danielle Morrison (Anishinaabeg of Naoongashing): *The artwork, done in the Woodlands style of Treaty #3, overall captures the essence of the interconnectedness between water, fish, animals, plants and finally, humans. There are two human figures, representing two generations and the responsibility we have to protect water and life for the present and for the next generation. The duality of these figures also represents our responsibility we have to pass along the teachings of being a protector. Night and day are reflected in both the sun and the stars. Water in various forms is presented in a flowing river or body of water, the rain, and the snow. All of this embodied in a single drop of water, which can hold life, knowledge, and memory.*

This research was supported by the Social Sciences and Humanities Research Council of Canada, Decolonizing Water, and Grand Council Treaty #3.



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PURPOSE OF THE NIBI DECLARATION

AANIIN WENGI IJI CHI GE'WIING – WHY ARE WE DOING THIS

This Nibi Declaration is about respect, love, and our sacred relationship with nibi and the life that it brings. It is based on Gitiizii m'inaanik teachings about nibi, aki/lands, other elements (including air and wind) and all of creation. This knowledge will be preserved and shared through the Declaration with our youth and future generations. Anishinaabe-Ikwewag have a sacred responsibility to nibi and should be included in all decision-making around nibi. This Declaration will guide us in our relationship with nibi so we can take action individually, in our communities and as a nation to help ensure healthy, living nibi for all of creation.

PURPOSE OF THE TOOLKIT

This Toolkit will provide you with information on how you, your family and your community can support the Nibi Declaration of the Anishinaabe of Treaty #3.

The Grand Council Treaty #3 (GCT3) Women's Council suggested that there should be a Treaty #3 Nibi Declaration.

A declaration is a tool that can be used by Treaty #3 to guide future policy and decision-making. The development of a water declaration would ensure that Treaty #3 Anishinaabe nibi inaakonigewin (water law principles) are recorded and formally recognized in governance processes.

Inside this Toolkit you will learn how the GCT3 Women's Council started the process to create a Treaty #3 Nibi Declaration with a research support team, and have met with other knowledge keepers/Gitiizii m'inaanik to receive guidance on how to proceed with community engagement. There are also summaries of meetings that have been held to date, the proposed process for the development of the Declaration, examples of other water declarations, and plans for ways to implement the Nibi Declaration.

WHAT IS A DECLARATION?

Declarations are used in many ways for many different purposes. For example, declarations made by nations act as a formal statement or announcement or an affirmation of a statement of truth (e.g. “I declare this statement to be true”).

Declarations have been used by communities and organizations as a way to create principles that help guide decision making.

While declarations are not legally binding (they cannot generally be used to enforce any legal action through the Canadian court systems), they can be used as a way to affirm or recognize Indigenous legal principles. Once declarations are recognized and affirmed by a nation, they can be implemented on individual, family and community levels to help guide decision-making.

The Nibi Declaration is a way for Treaty #3 to explain the Anishinaabe relationship with water. The Declaration is a reflection of the sacred teachings of water held by Treaty #3 knowledge keepers/Gitiizii m'inaanik to be shared with communities and those outside of the Treaty #3 Nation. It speaks to the sacred relationship and responsibilities that the Anishinaabe have with water, water beings and the lakes and rivers around them.

The Nibi Declaration has been developed and formally recognized through assembly and ceremony by Treaty #3. Communities can use the Declaration to ensure that any future policy decision, or any potential development project that impacts water, will respect the collective understanding of Treaty #3 Anishinaabe nibi inaakonigewin.

GCT3 WOMEN'S COUNCIL



The Women's Council is an important extension of the GCT3. They are community leaders and program organizers in the areas of MMIWG2S, child care, water and other responsibilities of Anishinaabe Kwe. They represent the four directions of the Treaty #3 territory.

Women's Council members that have contributed to work on the water Declaration are: Isobel White (Naotakamegwanning - Whitefish Bay), Priscilla Simard (Couchiching), Maggie Petiquan (Wabauskang), Rhonda Fischer (Niisaachewan - Dalles), Anita Collins (Seine River).

WHAT IS HAPPENING IN TREATY #3 TERRITORY?

Treaty #3 is a 55,000 square mile territory, spanning from west of Thunder Bay to North of Sioux Lookout, along the international border to the Province of Manitoba. Treaty #3 is made up of 28 First Nation communities with an approximate population of 25,000.

The Territorial Planning Unit (Zhaagimaa Waabo) (“TPU”), guided by Manito Aki Inakonigaawin (MAI or The Great Earth Law) recognizes the significance of Treaty #3’s connection to the land and works with Treaty #3 leadership to protect the lands, water and resources within the Territory. The TPU is mandated through the Grand Council Environmental Chiefs and Treaty #3 Chiefs in Assembly.

Treaty #3 is marked by rapidly changing resource development activities such as mining, forestry management and nuclear waste management. Mining projects include: Goliath Gold, Pure Gold, New Gold, First Mining Financial and Steep Rock Mine Rehabilitation. Mining and forestry management impacts lands and waters of the Treaty #3 territory, and the TPU works to ensure communities are involved and the voice of the Anishinaabe Nation is heard during these decision-making processes.

The Nuclear Waste Management Organization is in a process of site selection, with one site present in the Treaty #3 territory in Ignace, ON. The project would involve the storage of nuclear waste in a storage facility. The engagement process for site selection and environmental assessment will take some time and it is important for Treaty #3 to be involved throughout. Other pressures in the Treaty #3 territory include those of water quality and water level management. The TPU has several ongoing initiatives to work on these challenges for the protection of the land and waters of the territory for future generations.

Currently the TPU is working towards a community-based program to monitor water quality and the environment. This monitoring program will help develop baseline data in the territory in order to further engage with outside organizations in response to resource management, environmental rehabilitation and protection.

SOURCES OF INFORMATION AND KNOWLEDGE

During the early meetings on the Nibi Declaration, it was identified that there has already been some work in the area of documenting Anishinaabe inakonigewin that should be built upon and used in the Declaration.

The GCT3 Women's Council identified that the Manito Aki Inakonigaawin would support information collected at an Elder gathering on nibi inakonigewin.

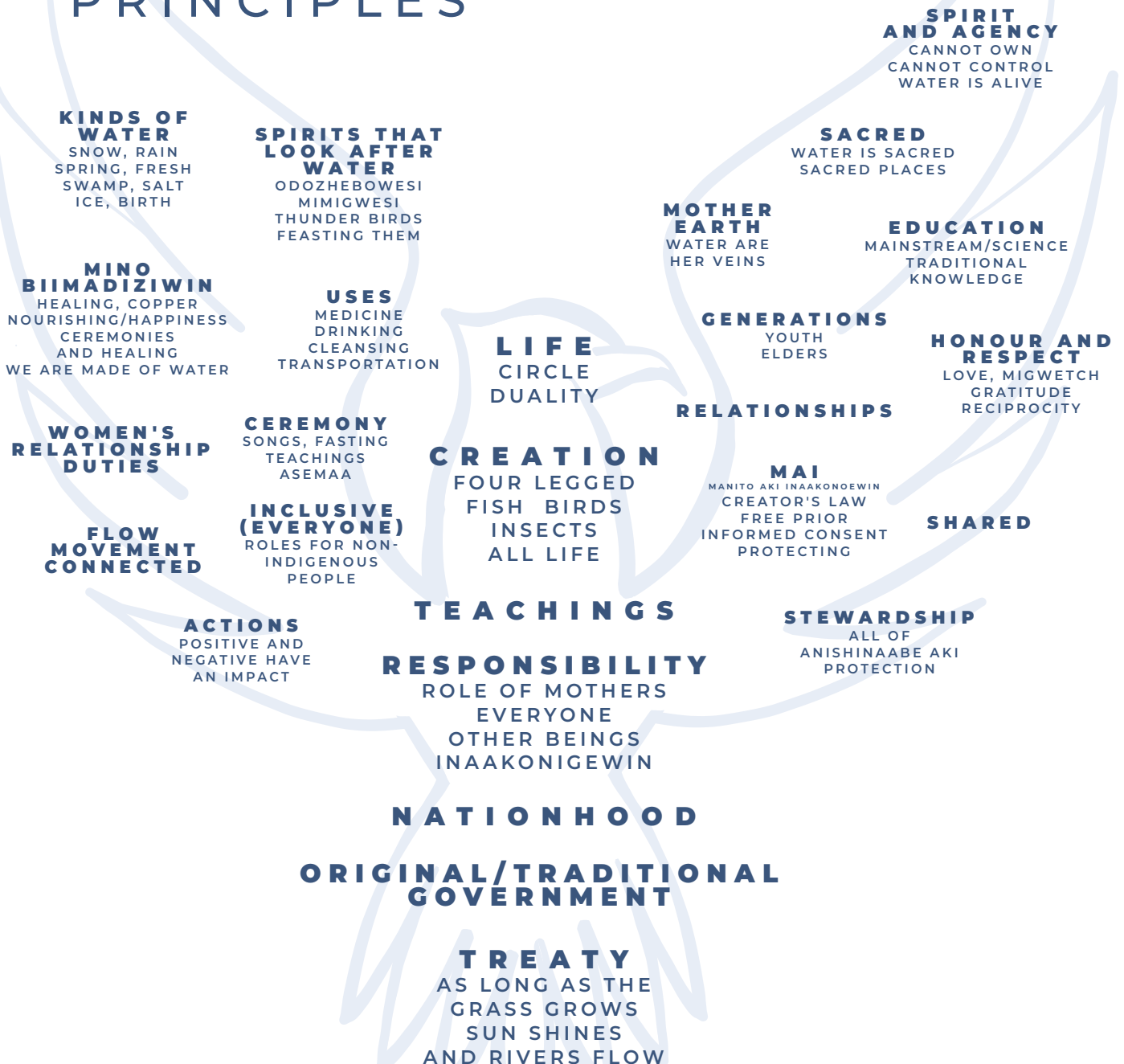
The GCT3 Women's Council advised the research support team to use these meeting notes and other existing documents as sources of Anishinaabe nibi inakonigewin in the development of the Nibi Declaration.

NOTES FROM ELDER'S GATHERING IN BLACK BEAR

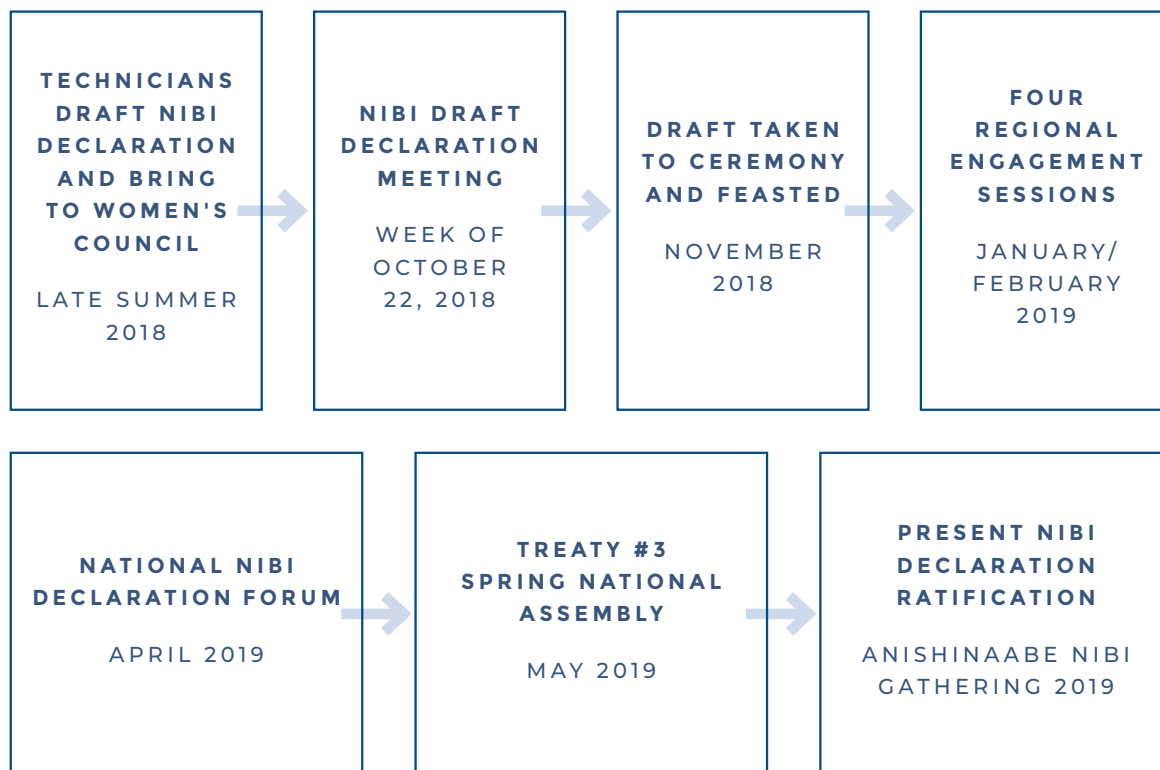
An elder's gathering in 2018 in Black Bear had invited elders and chiefs from across Treaty #3 to participate in discussions on interpreting, enforcing and codifying traditional laws. Elders shared many different teachings and experiential knowledge on what they knew about water, water beings, and changes they have observed around water, lakes and rivers within their lifetime. There were note takers at these gatherings and these notes were kept on file at the GCT3 offices.

The technical team worked from notes taken at the Elder's Gathering at Black Bear (2018) and other resources, including the MAI and TPU watershed management planning community engagement notes to develop the draft Nibi Declaration. By identifying repeating words, themes and Anishinaabe nibi inakonaagwein principles from the notes and documents, the team drafted various formats and visual representation of declarations that were shared with the GCT3 Women's Council and knowledge keepers/Gitiizii m'inaanik. At the meeting in October 2018, a draft Nibi Declaration of the Anishinaabe of Treaty #3 was agreed upon and it was later presented in ceremony and feasted on November 18, 2018.

NIBI DECLARATION PRINCIPLES



TIMELINE OF THE NIBI DECLARATION



SUMMARY OF MEETINGS

WOMEN'S COUNCIL PLANNING MEETING JULY 16 - 18 2018, NESTOR FALLS, ON.

The meeting was attended by GCT3 Women's Council members Isobel White, Priscilla Simard and Anita Collins (regrets Rhonda Fischer and Maggie Petiquan). Technical team: Aimée Craft, Lucas King and Alyssa Bird.

The purpose of the meeting was to introduce what a declaration is and to create a strategic plan to engage with Treaty #3 communities to create the Nibi Declaration. To do so, the following questions were asked and discussed:

- What's the purpose of the Nibi Declaration?
- What's the process in creating the Nibi Declaration?
- What's the content of the Nibi Declaration?
- What should the Nibi Declaration look like?
- Who needs to be involved?

The Women's Council and Support Team were engaged in ceremony and made water offerings, with the help of Laura and Delbert Horton, at Splitrock Bay.

RECOMMENDED DETAILS ABOUT NIBI DECLARATION

2-4 pages, accessible,
not technical, includes
Anishinaabemowin

Encompassing of all people in
Treaty #3 (Indigenous and non-
Indigenous)

WHO NEEDS TO BE INVOLVED

Gitiizii m'inaanik/
knowledge keepers

GCT3 Youth Council

Grand Council Treaty #3

DETAILS ABOUT NATIONAL NIBI DECLARATION FORUM

Reps each community to attend:1
Gitiizii m'inaanik, 1 Woman, 1 Youth

Kenora, ON in a facility that has
space for language and ceremony

WOMEN'S COUNCIL AND GITIIZII M'INAANIK MEETING OCTOBER 26 - 28 2018 KENORA, ON.

The meeting was attended by GCT3 Women's Council members Isobel White, Priscilla Simard, Maggie Petiquan and Anita Collins (regrets Rhonda Fischer). GCT3 Gitiizii m'inaanik Ida Skead, Gilbert Smith, Tommy White, Allan White, Ogichidaa (Francis Kavanaugh), Sherry Copenace and George Simard. Technical team: Aimée Craft, Lucas King and Alyssa Bird.

The purpose of the meetings was to receive guidance from Gitiizii m'inaanik on how to proceed with the development of the Nibi Declaration. The team reviewed and made edits to draft documents. Two drafts were produced from notes of the 2018 Elder's Gathering in Black Bear, the Manito Aki Inakonigaawin, nibi inaakonigewin, a draft GCT3 Water Declaration and Territorial Planning Unit notes. Those present made suggestions for formatting and wording in the Declaration. From here the Declaration was named the Nibi Declaration of the Anishinaabe of Treaty #3.

Similar to previous gatherings, the team offered tobacco and made water offerings during two days of meetings. Various points were identified by Gitiizii m'inaanik on when ceremony should be engaged, and the draft Declaration would be feasted at each step of its development.

EDITS ON WATER DECLARATION

To be named "Nibi Declaration" of the Anishinaabe of Treaty #3

CEREMONY NEEDS TO BE ENGAGED

Feasting the draft Declaration at different milestones of the drafting process

Opening meetings with smudge, pipe and water ceremonies and offerings



NIBI

DECLARATION OF TREATY #3

NIBI (WATER) IS ALIVE AND HAS A SPIRIT. IT IS THE LIFELOOD OF OUR MOTHER (AKI) AND CONNECTS EVERYTHING. IT CAN GIVE, SUSTAIN AND TAKE LIFE.

NIBI CAN TAKE MANY FORMS INCLUDING SNOW, ICE, SPRING WATER, SALT WATER, RAIN, FRESH WATER, SWAMP WATER, AQUIFERS AND BIRTH WATER. EACH TYPE OF WATER HAS A ROLE TO PLAY IN OUR WELLNESS AND HEALING. NIBI IS CONNECTED TO OUR GRANDMOTHER, THE MOON.

EVEN THOUGH IT HAS SUFFERED, NIBI CONTINUES TO BRING FORWARD LIFE AND WE MUST WORK TO HEAL THE WATER AND OURSELVES.

NIBI HAS A SPIRIT AND SHARES ITS GIFT OF LIFE WITH ALL OF CREATION

Nibi has its own spirit. It cannot be owned or controlled. Nibi is shared across lands and territories, between people, with other nations and all other beings that are part of creation. Spirits and other beings in creation look after nibi and its wellbeing. Nibi and all beings and spirits that look after nibi must be feasted. All creation expresses love and respect for nibi through gestures of gratitude.

WE NEED NIBI IN ORDER TO LIVE A GOOD LIFE

All beings, including Anishinaabe, are born of nibi. We depend on nibi to live and our bodies are made of it. Nibi is the source of our wellbeing. It nourishes us, spiritually, physically, mentally and emotionally and provides cleansing and healing. Clean nibi for drinking is important to our health. We must respect our sacred relationship with nibi and all beings in creation to help protect nibi for our children and future generations.

WE ALL HAVE A SACRED RELATIONSHIP WITH NIBI

Anishinaabe have been responsible for the care of the aki (land) and nibi since time immemorial. Women have a sacred relationship with nibi and a special responsibility to look after nibi because they carry birth water and have the ability to bring life into this world. Men have a role to play to protect the land and support the wellbeing of nibi and ikwewag. Our relationship with nibi is preserved through ceremony, teachings, education and knowledge shared through generations.

NIBI UNITES US

Through its flow and movement, nibi cleanses itself and connects us all. It brings us together as families, communities and as a nation. Traditional governance and law, including the Manito Aki Inakonigaawin and Treaty #3 confirm our collective responsibility to take action, give back and protect nibi and the environment for our children and future generations.

NIBI HAS A SPIRIT • NIBI IS LIFE • NIBI IS SACRED • WE HONOUR RESPECT AND LOVE NIBI

REGIONAL ENGAGEMENT SESSIONS JANUARY/FEBRUARY 2019 DRYDEN, FORT FRANCES, KENORA, ON.

DATES AND LOCATIONS:

January 24, 2019 – Kenora, ON

February 19, 2019 – Dryden, ON

February 20, 2019 – Fort Frances, ON

February 21, 2019 – Kenora, ON

The meetings were facilitated by members of the GCT3 Women's Council and technical team: Aimée Craft, Lucas King and Sam Chicago. Over the four meetings, about 60 Treaty #3 members from different communities attended to provide feedback on the Nibi Declaration and Toolkit.

The purpose of the meeting was to bring materials to the different regions of the territory and involve the voices of citizens of the Anishinaabe Nation of Treaty #3 in the process of developing the Nibi Declaration. Three main questions were asked for feedback on the Declaration and Toolkit:

- What major themes should be addressed in the Nibi Declaration?
- What materials are needed to support the Nibi Declaration?
- How does the Declaration impact you, your family and your community? What would you like to see?

The outcome of the regional meetings provided feedback for the draft Declaration presented at the Nibi Declaration National Forum. At each of the meetings the Women's Council, Technical Team and participants worked through the Declaration and Toolkit to get an understanding of regional specificities, dialects and purpose of the Declaration to Treaty #3 communities.

NATIONAL FORUM APRIL 24 - 25 2019, KENORA, ON.

The meetings were facilitated by members of the GCT3 Women's Council and technical team. Over 80 Treaty #3 members from different communities attended to provide feedback on the Nibi Declaration and Toolkit. One youth, one Elder and one woman were invited to participate from each community. Presentations on Declarations, nibi inaakonigewin and Anishinaabe gikendaasowin were made by Prof. Deborah McGregor and Sue Chiblow (York University) and Prof. Aimée Craft (University of Ottawa).

The purpose of the meeting was ensure that the voices and knowledge of citizens of the Anishinaabe Nation of Treaty #3 are accurately reflected in the Nibi Declaration



and Toolkit. The drum and ceremony guided the process. There was a significant amount of discussion from the floor in support of the Declaration.

The Forum confirmed that the Nibi Declaration and Toolkit should be presented to the Nation at the Assembly and that further work should be done to implement the Declaration after its ratification.

TREATY #3 SPRING NATIONAL ASSEMBLY, MAY 2019 COUCHICHING FIRST NATION, ON.

In May 2019 the Nibi Declaration was presented and unanimously supported at the Treaty #3 Spring National Assembly in Fort Frances. The development and ratification of the Nibi Declaration will ensure that Treaty #3 Anishinaabe nibi inaakonigewin (water law principles) are recorded and formally recognized in governance processes. The Declaration will guide GCT3 leadership in the creation of future policy and decision-making processes that relate to water.

Members of the GCT3 Women's Council and technical team attended the National Assembly in support of the Nibi Declaration's ratification.



Maggie Petiquan (Wabauskang), Aimée Craft (University of Ottawa, Decolonizing Water), Rhonda Fisher (Niisaachewan), Isobel White (Nootkamegwanning), Anita Collins (Seine River), Priscilla Simard (Couchiching), Lucas King (Water Resource Specialist – GCT3)



KEY TERMS

NIBI

water

MANITO NIBI

spirit water

MANITO WAABO

spirit water

SAAGIMAA WAABO

forever sacred water

SAAGIMAA MANITO

forever spirit

AKI

earth

IKWEWAG

women/ladies

MIIMIIGWESI little people
(or maachigaagosuk)

ANIMIKII

thunder beings

ODAZHEBOWESI

water spider (if you see this spider
like bug on the water you know
that it is clean)

MINO-BIMAADIZIWIN

OR MINOWAANIGITOWIN

wellness

GITIIZII M'INAANIK

Elders and knowledge keepers

ASEMAA

tobacco

NIBI KE MANITO

water's spirit

INAAKONIGEWIN,

INAKONIGAAWIN,

KINOO'IGENIN

law

*Treaty #3 language speakers will be engaged and pronunciations will be included (we hope to include recordings of the key terms and the Declaration as a whole in audio form on the website). We also appreciate that there are variations amongst regions and dialects. This is meant to be only a small bit of helpful information about language commonly used in relation to water.

LAW BACKGROUND

CANADIAN AND PROVINCIAL LAWS:

FEDERAL WATER LAWS - The bulk of federal acts and regulations relating to water deal with inter-jurisdictional issues and national concern for the protection of water. The majority of the power to regulate water is placed within the provincial governments. Should issues be of national concern, the *Canada Water Act* allows the Minister of the Environment to upload the responsibility for only that issue or watershed to the federal government.

IMPORTANT FEDERAL WATER LAWS:

- Canada Water Act
- Dominion Water Power Act
- Impact Assessment Act
- Fisheries Act
- Safe Drinking Water for First Nations Act

ONTARIO WATER LAWS - The *Ontario Water Resources Act* manages water quality and quantity in Ontario. The *Environmental Protection Act* focuses on pollution control. Environmental planning is primarily managed under the *Environmental Assessment Act*. The purpose of the *Clean Water Act* is to protect existing and future drinking water sources. The *Water Opportunities and Water Conservation Act* balance new business opportunities in the water technology sector with water sustainability planning.

OTHER IMPORTANT ONTARIO WATER LAWS:

- Safe Drinking Water Act
- Conservation Authorities Act
- Environmental Bill of Rights
- Lakes and Rivers Improvement Act
- Great Lakes Protection Act
- Provincial Parks and Conservation Reserves Act
- Municipal Water and Sewage Transfer Act
- Nutrient Management Act

INTERNATIONAL LAW - UNDRIP ARTICLE 25

The United Nations Declaration of the Rights of Indigenous Peoples (UNDRIP) is an international declaration that was adopted by the United Nations in 2007, and supported by Canada in 2010. There are many different articles within UNDRIP that are useful tools, which can support Treaty #3 assertions of Anishinaabe nibi inaakonigewin through tools like a Treaty #3 Water Declaration.

UNDRIP Article 25 supports Treaty #3 in assertions of the Anishinaabe understanding of relationships and obligations to land and water.



ARTICLE 25

INDIGENOUS PEOPLES HAVE THE RIGHT TO MAINTAIN AND STRENGTHEN THEIR DISTINCTIVE SPIRITUAL RELATIONSHIP WITH THEIR TRADITIONALLY OWNED OR OTHERWISE OCCUPIED AND USED LANDS, TERRITORIES, WATERS AND COASTAL SEAS AND OTHER RESOURCES AND TO UPHOLD THEIR RESPONSIBILITIES TO FUTURE GENERATIONS IN THIS REGARD.

SAMPLE

WATER DECLARATIONS

There are many different examples of water declarations that have been created by First Nations, Indigenous political advocacy organizations and grassroots initiatives to formally recognize relationships with water. The following are a few examples of water declarations that have drawn on Indigenous legal principles and understandings of responsibilities and obligations to water to affirm values and commitments to nibi.

KICHENUHMAYKOOSIB INNINUWUG WATER DECLARATION

Kitchenuhmaykoosip Innuiwug (Big Trout Lake First Nation) is a Treaty #9 community which created a water declaration that aims to protect the watershed within the community's territory from industrial development. It was formally accepted by membership in 2011.

ASSEMBLY OF FIRST NATIONS – FIRST NATIONS NATIONAL WATER DECLARATION

The Assembly of First Nations (AFN) has a water portfolio that deals with many water issues such as First Nations right to water, watershed management and protection and overall water management. The First Nations National Water Declaration was brought to a Special Chiefs Assembly in 2013 where it was endorsed.

CHIEFS OF ONTARIO WATER DECLARATION

The Chiefs of Ontario also identified the need for a water declaration after hosting a water policy forum. The Chiefs of Ontario's water declaration was brought forward and accepted in 2008 at the Chiefs assembly meeting.

GREAT LAKES COMMONS CHARTER DECLARATION

Great Lakes Commons is a grassroots organization that looks to restore the relationship, responsibilities and stewardship to the Great Lakes of Ontario.

GARMA INTERNATIONAL INDIGENOUS WATER DECLARATION

The Garma Declaration recognizes that Indigenous peoples internationally share cultural and customary responsibilities to fresh water. The Declaration reflects Indigenous peoples' connections to water and expresses the significance of Indigenous knowledge and water interests to the security of freshwater when water laws and systems treat water as a commodity. The Declaration was endorsed in August 2008 by a group of Indigenous peoples from around the world.

LAKE ERIE BILL OF RIGHTS

In February 2019, residents of Toledo, Ohio, voted in favor of a Lake Erie Bill of Rights, which proposed to grant the lake legal rights to “exist, flourish, and naturally evolve.” The Bill is meant to protect the Lake Erie watershed, which is comprised of an ecosystem that millions of people and countless species depend on for health, drinking water and survival.

ONLINE RESOURCES

MANITO AKI INAKONIGAAWIN

The Anishinaabe Nation in Treaty #3, Manito Aki Inakonigaawin - http://gct3.ca/wp-content/uploads/2017/07/mai_unofficial_consolidated_copy1.pdf

VIDEOS

Anishinaabe laws - <https://www.youtube.com/watch?v=DtjRjB44WJ8>

Anishinaabemowin – Nibi - <https://vimeo.com/329886078>

Anishinaabemowin Language Teachings - <https://vimeo.com/330265938>

Clay and water - <https://vimeo.com/261561860>

Climate change impacts - <https://www.youtube.com/watch?v=PBdubfLsqBY>

Indigenous Water Law (Decolonizing Water Governance) - <https://vimeo.com/228287217>

Nibi Declaration - <http://gct3.ca/nibi-declaration-and-video-for-world-water-day/>

Nibi Inaakonigewin - <https://bifrostonline.org/what-significance-does-water-have-in-first-nations-legal-traditions/>

Speak for the water - <https://vimeo.com/330258602>

The significance of water- https://www.youtube.com/watch?v=0_W78uoBkrA

Water - <https://vimeo.com/327176115>

ARTICLES

Navigating Our Ongoing Sacred Legal Relationship with Nibi (Water) – Aimée Craft
- <https://www.cigionline.org/sites/default/files/documents/UNDRIP%20Fall%202018%20lowres.pdf> (pp. 53-62).

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Anishinaabe Nibi Inaakonigewin Report - ANI Elders and Aimée Craft - http://create-h2o.ca/pages/annual_conference/presentations/2014/ANI_Gathering_Report_-_June24.pdf

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Article

Building the Treaty #3 Nibi Declaration Using an Anishinaabe Methodology of Ceremony, Language and Engagement

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Abstract: Ratified in 2019, the Nibi Declaration of Treaty #3 voices the relationship with water (Nibi) and jurisdictional responsibility that all Anishinaabe citizens have within the Treaty #3 territory. It affirms the responsibilities and relationships that others living within the territory should have with the water and ensures that the spirit of Nibi is central to decision-making and water governance. This article details the process of developing The Declaration, in accordance with the Treaty #3 lawmaking process and, which was driven by women, in ceremony, with the help of *Gitiizii m-inaanik*, and with the input of The Nation as a whole. This process embodies nationhood, sovereignty, and Anishinaabe jurisdiction as it relates to the environment and water, in accordance with the *Manito Aki Inakonigaawin* (Mother Earth law). Every person has a relationship with water. The process of nurturing that relationship through the teachings exemplified in the implementation of The Declaration will provide clarity on the responsibilities and partnerships that must be developed to protect the water for future generations.

Keywords: indigenous water governance; indigenous laws; indigenous governance; indigenous methodology; Anishinaabe; Nibi



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1. Introduction

This article details the process of developing the Nibi Declaration of Treaty #3. From the initial discussions among The Women's Council, followed by the engagement of *Gitiizii m-inaanik* (elders) in the ceremonies and development of the drafts, to the regional and national engagements, culminating with the final ratification of the document (in written and oral form) by The Nation, the process was driven by women, in the ceremony, with participation with The Nation in ways that reflect the Treaty #3 lawmaking process.

The Nibi Declaration voices the relationship with water and jurisdictional responsibility that all Anishinaabe citizens have within the territory. It also affirms the responsibilities and relationships that others living within the territory should have with the water in it. In many ways, and, including through the ceremonial and community engagement process, The Declaration is responsive to the water and its desire to be engaged with through the terms of The Declaration. The key pillars of the development of The Declaration were, therefore, the ceremonies and the engagement throughout the process. This mirrored the Treaty #3 lawmaking process and included ratification through ceremony and by The Nation at The National Assembly in 2019.

Below, we situate the Nibi Declaration process as an affirmation of jurisdiction, based on Anishinaabe laws. Its purpose is to give effect to the *Manito Aki Inakonigaawin* (MAI or Mother Earth Law) and to help advance the watershed management planning in the Treaty #3 territory.

The partnership between Decolonizing Water Governance [1], the Territorial Planning Unit (TPU) of Grand Council Treaty #3 (GCT3) and The Women's Council illustrates the importance of grounding research in ceremony and the protocols of The Nation. The

methodology was community-engaged and community-led through the conception of the research models and each phase of the collaboration. This approach was engaged in helping anchor the Anishinaabe jurisdiction, decolonize the processes of decision-making in relation to water, and re-center water relationships within the territory.

The consistent emphasis on language throughout the life of the project, its central importance in the ceremonial aspects of the development of The Declaration, the equally authoritative interpretation of the text in Anishinaabemowin and the ongoing discussions on the transmission of knowledge and future educational curricula exemplifies the important role that language has in both conceptualizing responsibility and articulating concepts through an Anishinaabe lens.

As essential as the building of The Declaration as a core policy document is the plan to implement the principles through sharing of information, intergenerational transmission, education, public engagement and action. For example, initiatives like a Nibi Declaration website (currently in development) with teachings, songs and other key information that is representative of the diversity of water relationships, teachings, language and songs throughout the Treaty #3 territory will provide a repository of information and a platform for engagement.

In the concluding section, this article canvasses some of the short-, medium- and longer-term implications of The Declaration for The Nation, on water governance more generally, and on the development of policy, including the potential recognition in law (both western and Anishinaabe) of the agency and spiritedness. It also questions whether the framework of legal personhood of water (recognizing the inherent rights of the water itself) may apply in the Treaty 3 Anishinaabe context.

2. The Women's Vision: The Importance of Stating the Relationship to Nibi through the Declaration

Located in the land of rock and water (*Anishinaabe aki* or sometimes also known as the Canadian Shield), Treaty #3 is host to an abundance of water—lakes, streams, rivers, springs, etc. The Treaty #3 Anishinaabe territory spans 55,000 square miles between North Western Ontario and Eastern Manitoba. Treaty #3 is home to 28 Anishinaabe First Nations communities with a total population of approximately 25,000. Since time immemorial, and through the exercise of sacred relationships and responsibilities, the Anishinaabe of the region has worked to protect and respect the water throughout the territory. Water is life [1], and it is the lifeblood of all of Creation. It is through this lens, anchored in Anishinaabe worldview, that the responsibilities and relationship to Nibi rest with The Anishinaabe Nation of Treaty #3.

Early in the process, The Women's Council developed a statement of purpose for The Declaration project—*Aaniin Wengi iji chi ge'wiin* (Why are we doing this) [2].

This Nibi Declaration is about respect, love, and our sacred relationship with Nibi and the life that it brings. It is based on *Gitiizii m-inaanik* teachings about Nibi, aki/lands, other elements (including air and wind) and all of Creation. This knowledge will be preserved and shared through the declaration with our youth and future generations. *Anishinaabe-ikwewag* has a sacred responsibility to Nibi. This declaration will guide us in our relationship with Nibi so we can take action individually, in our communities and as a Nation to help ensure healthy, living Nibi for all of Creation.

Rich in timber, minerals and other natural bounties, natural resource extraction in the Treaty #3 Territory began before the Treaty relationship with the Crown was confirmed in 1873. In 1997, The Anishinaabe Nation of Treaty #3 ratified the *Manito Aki Inakonigewin* (Mother Earth law), the first written law of The Anishinaabe Nation. This overarching legislation outlines the principles that guide decision-making and consultation with respect to the development of natural resources within the Treaty #3 territory. The Nation has affirmed its collective interest over the territory and has committed itself to uphold the sacred relationship to lands and waters in light of persistent economic and resource development pressures in the territory.

Current projects within the territory include two active mines with increasing mining claims, a potential deep geological repository for nuclear waste, and ongoing and cumulative impacts, including deforestation, hydroelectric development, tourism and cottage development. The territory also has experienced historical water impacts, the scars of which continue to be felt today. For example, the mercury contamination of the English-Wabigoon River system; the damming of Lake of the Woods, Lac Seul and the Winnipeg River; and the Shoal Lake Aqueduct, which provides drinking water to the city of Winnipeg, each contribute to the cumulative impact on the waterscape.

The discourse in Canada has largely progressed to include references to various forms of traditional knowledge (TK) or Indigenous knowledge (IK) and the protection of Aboriginal rights with respect to environmental decision-making and impacts on the exercise of constitutionally protected rights. However, in practice, the implementation of such ideas has yet to be achieved in a meaningful way. Governments and industries struggle with the application of Indigenous knowledge and values to decision-making. Existing colonial and hierarchical structures based on capitalist values continue to dominate over Indigenous-led decision-making. Extraction and resource manipulation has had a direct negative impact on the exercise of inherent and treaty rights of The Anishinaabe Nation and those of other Indigenous peoples. Decision-making authority has been stripped from Anishinaabe, and decisions are made to capture a wide variety of interests, often privileging industry, tourism and recreational cottage use of the lands and waters over the interests and authority of the Indigenous peoples. The balancing of multiple (and at times conflicting) interests has resulted in the exclusion of the values and jurisdiction inherently held by The Anishinaabe Nation of Treaty #3 and excluded The Nation from regulation and decision-making with respect to development and management throughout the Winnipeg River basin [3].

The Anishinaabe of Treaty #3 is not waiting for external validation or recognition. However, The Nation continues to collaborate with others to realize their responsibilities relating to water [4]. The Nibi Declaration provides the vision for Grand Council Treaty #3 to develop watershed management planning based on inherent jurisdiction and in order to reaffirm and assert Anishinaabe responsibilities as they relate to Nibi. It provides the foundation and brings forth the voice of The Anishinaabe Nation in relation to Nibi and the responsibilities and values that will guide the protection and respect of Nibi for the future.

3. Planning for the Future—And for the Watershed

In part, the Nibi Declaration was meant to provide a foundation for the development of a Watershed Management Plan for the Treaty #3 territory. Rooted in the Anishinaabe Law of *Manito Aki Inakonigaawin* [5] and guided through the Nibi Declaration, the management planning is an exercise of nationhood, which ensures that the inclusion of Anishinaabe laws through the four-direction (North, East, South, West) governance model of The Nation (social, economic, cultural and environmental) [6]. The Declaration is an assertion of Anishinaabe *Nibi inaakonigewin* and responsibilities for ongoing water management and governance within Treaty #3. It is connected to the MAI, which is the overarching legislation that guides the relationship with Mother Earth for The Nation and for those who are proposing to impact the lands and waters within the territory.

This watershed management planning process includes four pillars linked to The Declaration:

- Governance;
- Ceremony;
- Community-based monitoring; and
- Outreach/education [7].

Each of the four pillars of the Watershed Management Plan is interconnected, supporting each other and creating a holistic management model. With the guidance of the declaration, these pillars inform policy, engagement and decision-making in relation to water and all of Creation. The watershed management planning process guides the understanding of the past and present and helps map out future implications of resource

development in Treaty #3 through a community-driven process. Each pillar draws from the voice and understandings of The Anishinaabe Nation, as affirmed in The Declaration, and creates opportunities to work in partnership to protect and fulfill the responsibilities to Nibi.

Water governance in Canada lacks cohesion and effective coordination considering the various federal, provincial, municipal, and Indigenous environmental laws and regulations, along with the interests of multiple third-party stakeholders [8]. The jurisdictional fragmentation that occurs between the federal, provincial, municipal and Indigenous governments [8] often results in poor sharing of information and resources, a lack of cohesion in policies and programs, and difficulty implementing and monitoring a variety of different water programs and standards [9].

On the other hand, decentralization, if inclusive of governmental, Indigenous, and industry perspectives, allows for water policies and programs to be responsive and adaptive to local needs [9]. Inclusivity of and deference to Indigenous perspectives, ecological and environmental knowledge, and Indigenous laws allows for an equal role between governments and Indigenous Nations in water governance. The method of inclusion of Indigenous peoples is often through constitutionally mandated consultation; however, this is not an adequate method of responding to shared ecological governance and management [10,11]. Consultation does not engage consent or active participation in decision-making. Shared water governance, on the other hand, involves non-state actors in the decision-making process regarding water resource development and management [12]. In the case of Indigenous Nations, this engagement in decision-making takes place on the basis of inherent jurisdiction and Indigenous legal orders.

We suggest that Indigenous participation in decision-making (particularly through the optics of consultation) is not sufficient. Enabling decision-making authority as a recognition of Indigenous jurisdiction is recognizes Indigenous self-determination and environmental management [13]. Indigenous Nations are asserting jurisdiction and decision-making power over water and environmental concerns through measures such as the *Nibi* Declaration. The re-politicization of water governance reflects the rejection of state-imposed roles for Indigenous nations in environmental governance, particularly in the nature of management rather than governance. Water governance includes the “development and management of water resources and delivery of water services” through the political and administrative processes initiated by decision-makers [12]. The declaration, along with other jurisdictional assertions of Indigenous laws, affirms Indigenous jurisdiction over water governance and management [14].

Guiding the work of the TPU, both the MAI and Declaration provide the vision for watershed management planning for The Anishinaabe Nation. GCT3 and the TPU, with guidance from *Gitiizii m-inaanik*, the MAI and the *Nibi* Declaration, will continue to work in partnership with people throughout the Territory in order to share the Anishinaabe worldview, laws and values. This broader mobilization of knowledge and ethic of the partnership will be essential to the development of policies and practices within the watershed that are respectful of all knowledge systems. It will also help fulfill common desires to work collectively to protect the water that flows through the Treaty #3 Territory. Partnerships based on the MAI, The Declaration and Anishinaabe *inaakonigewin* will advance the recognition of Anishinaabe jurisdiction and governance as it relates to Nibi.

4. Anishinaabe Nibi Inaakonigewin (Water Law)

Anishinaabe *inaakonigewin* is generated from different sources, the understanding and application of, which is a lifelong practice requiring a progression through levels. Each level of law is part of a set of concentric circles sourced in spiritual law and dependent on each other for complete legal understanding (see Figure 1-Sources of Anishinaabe *Inaakonigewin* (law)). Humans observe the application of spiritual law in the natural environment, as applied by other beings in Creation. Customary law is based on spiritual and natural law. This involves accepting responsibility in relation to our relatives.

Anishinaabe people learn from and have been shaped by their environment since being placed on the Earth by the Creator [15]. Anishinaabe *inaakonigewin* is centered on relationships, which are part of Creation and exist between all beings [16,17]. Anishinaabe people thus have responsibilities to themselves, others, the land, and all beings on the land [18]. It is structured relationally, based on relationships as opposed to rights and obligations. This is based on a system of generalized reciprocity, where beings have a responsibility to one another based on a variety of relationships that are intrinsically connected, reflecting kinships structures [17].

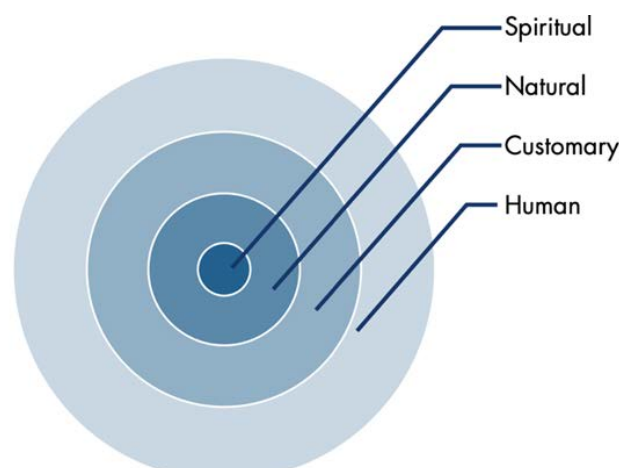


Figure 1. Sources of Anishinaabe Inaakonigewin (law) [19]. Copyright 2018 Centre for Institutional Governance Innovation.

Spiritual, natural, and customary law is applied to current relational contexts, with a fuller understanding of relationships and responsibilities. Together, these sources of law make up the principles by which interactions are governed among beings. As human beings, we then make laws (sometimes written in the form of legislation, Declarations, constitutions) to reflect these multilayered understandings of our legal obligations.

Anishinaabe *Nibi inaakonigewin* (water law) tells us that water is life—*Nibi onje bi-imaadiiziwin* [20]. Water gives and takes life; we are born of water and are primarily composed of it. Our relationship with water is the most central and constant relationship in our human lifetime [21]. Water is also a living being, which relies on a web of relationships to be well and to bring wellness to other beings [20]. Humans also depend on relationships to live well (*mino-biimaadiiziwin*) [20]. Anishinaabe *inaakonigewin* requires that decision-making and actions be oriented toward *mino-biimaadiiziwin*. *Mino-biimaadiiziwin* is a foundational legal principle aimed at the well-being of all parts of Creation, including future generations [22]. Sacred creation stories remind us that human beings were the last to be placed on the Earth and are the most dependent of all beings in Creation. The relationships we have with the land, water, other beings, and among ourselves are equally sacred [23], and these relationships develop a sense of our normative values and legal principles [15].

Nibi is treated as an actor in a relationship in *inaakonigewin*. Land and water are not starkly distinguished under Anishinaabe *inaakonigewin*; the two are connected and their jurisdictions complementary [19]. For example, creation stories teach that the land is our mother, and the rivers are her veins. In accordance with creation stories, the original mother is a spirited being, and relationships with her are the foundations of relationships within all Creation. Bodies of water or waterways are independent entities with spirits, who are looked after and acknowledged and named in ceremonies and prayer [19].

Women have a special and distinct relationship to water in many Indigenous cultures [24]. This relationship is based on cultural beliefs, social practices, economic contexts, and women's role in reproduction [24]. Water is associated with birth [25–29]. The waters of

the womb sustain new life and transport it from the spirit world to the physical world [24]. Anishinaabe *kweyag* (women) maintain a special relationship of care with water as water carriers and keepers of sacred birth water. This inherent responsibility to act as keepers of the water has never been relinquished [30]. Women's powerful spiritual connection to water and the significant responsibilities of guarding and managing water sources go beyond the relationship of giving life: "Our relationship with water is not just about our relationship with giving life; it's a relationship based in thinking about how we live on the earth. That's really lifelong learning [24]."

Because of their ability to harbor and nurture new life, women have a special connection to the life force represented by water [24]. Anishinaabe *kweyag* (women) have a sacred responsibility to Nibi and should be included in all decision-making relating to Nibi. As water protectors, women's responsibilities are exercised on behalf of children and the generations to come [16,17]. These responsibilities and knowledge relating to water [24] are shared through teachings and stories [31]. Being on the land is an integral method of acquiring and sharing Indigenous knowledge—Indigenous law is taught on and with the land and water [32]. Water and rocks are sources for understanding legal principles, including relationships and responsibilities. They help us understand how we govern our interactions among ourselves and with water [16,17].

Grandmothers teach that the waters of the Earth are the veins of Mother Earth [24].

"The Earth is said to be a woman. In this way, it is understood that woman preceded man on the Earth. She is called Mother Earth because from her come all living things. Water is her lifeblood. It flows through her, nourishes her, and purifies her [33]."

Water is alive, has consciousness, and is healing [24–27]. It is capable of establishing relationships with other life forms. The relationship between water within our bodies and the water in the environment serves as a reminder of how everything is connected and how life depends on these connections [24]. For example, disrespect for or carelessness in managing the relationship with water affects spiritual and community well-being and physical health [24]. The relationship between water and humans is thus responsive and reciprocal [24]. Water can be used to heal [24].

5. The Process of Creating the Nibi Declaration

As stated in the Nibi Declaration and illustrated throughout the entire process, Nibi is alive and has a spirit. This spirit and the relationship between Nibi and The Anishinaabe Nation of Treaty #3 provided the guidance and foundation for the process of developing The Declaration. Key elements of the methodology included the co-development of the project and important roles for women, ceremony and language throughout each phase of the process. The approach sought to reflect the Treaty #3 lawmaking process through ceremony and community feedback.

In the first phase of research, a plan, purpose and research approach was developed by The Women's Council (Isobel White, Priscilla Simard, Maggie Petiquan, Anita Collins and Rhonda Fischer, in collaboration with the Decolonizing Water and TPU technicians (Prof. Aimée Craft, Indigenous research and PI Decolonizing Water Governance, and Lucas King, Water Resources Specialist at GCT3, the authors of this article). The entire process was guided by the Treaty #3 Women's Council in recognition of the sacred relationship and responsibility of Anishinaabe *kweyag* (women) as carriers of life and protectors of the water. The women performed a ceremony, and the water was petitioned by the women with *aasema* (tobacco), food and song. After canvassing multiple Declarations and other information about Anishinaabe law and water governance, The Women's Council and authors identified the statement of purpose identified above.

In the planning stages, The Women's Council reinforced the need for Nation-based engagement to engage all people in Treaty #3 (Indigenous and non-Indigenous). A core set of *Gitiizii m-inaanik* was engaged in providing advice and ceremonial instruction along the way.

In a second phase, core data were gathered, including transcripts of *Gitiizii m-inaanik* teachings relating to Nibi. Data were gathered from Grand Council Treaty #3 database of engagement sessions, feedback and surveys related to Nibi and watershed management planning. Treaty #3 Women's Council requested at Gathering of Treaty #3 elders' guidance relating to the teachings and responsibilities to Nibi. All raw data remains with Grand Council Treaty #3 and with Craft as principal investigator on the project, in accordance with Tri-Council Guidelines and the University of Ottawa research office ethics protocol relating to this research.

The analysis of the data was conducted using thematic content analysis methods. The primary data were coded and analyzed thematically, using Anishinaabe visual thematic organization techniques. This thematic organization was then validated by The Women's Council and Elders. The result of the analysis is represented throughout the Nibi Declaration and Toolkit.

From there, in phase 3, two draft Declarations were produced. These were discussed at a meeting with The Women's Council and *Gitiizii m-inaanik*.

At the direction of The Women's Council, the *Gitiizii m-inaanik* that were engaged reflected a balance of male and female, in recognition that female *Gitiizii m-inaanik* generally carry the knowledge and ceremonies relating to water, and the men are responsible for supporting them [24]. The *Gitiizii m-inaanik* provided the foundation for the process, as they are the sources of knowledge through their experiences and relationships. The *Gitiizii m-inaanik* provided teachings about community and relationships inclusive of the mental, physical and spiritual dimensions [24]. This source of guidance and education led to a community and nation-based engagement that was rooted in ceremony and principles of Anishinaabe *inaakonigewin*. One of the participants in this session, *Ogichidaa* (Grand Chief) Kavanaugh, drew a Thunderbird around the visual representation of the principles (as illustrated below in Figure 2). The re-drafted Declaration was then taken to ceremony and feasted.



Figure 2. Nibi Declaration Principles [2]. Copyright 2020 NIBI.

As identified in the early planning phases, the regional diversity of Treaty #3 needed to be incorporated into The Declaration. In order to ensure that The Declaration truly reflected The Anishinaabe Nation, as a whole and in all its particularities, phase 4 (phases represented in Figure 3) of the process included a series of regional engagement sessions throughout the territory. This was meant to ensure that each of the Treaty #3 regions (in the North, East, South, and West parts of the larger Treaty #3 territory) were engaged (The four direction governance model of Grand Council Treaty #3, is the practice of inherent self-governance, in which the right to make laws and policies exemplifies the jurisdiction of the nation). Ceremony, teachings and knowledge were shared by *Gitiizii m-inaanik* throughout these regions, ensuring a community-driven research approach that was reflective of The Anishinaabe Nation of Treaty #3 4 direction governance model.

TIMELINE OF THE NIBI DECLARATION

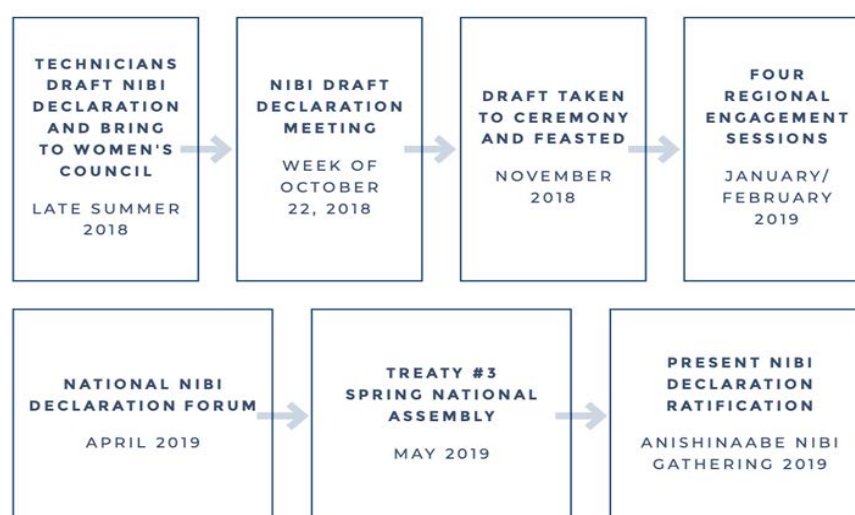


Figure 3. Timeline of the Nibi Declaration [2]. Copyright 2020 NIBI.

Technicians and members of The Women's Council facilitated sessions across the four regions of the Territory (Kenora (twice), Dryden, and Fort Frances). In each session, regional particularities (language, teachings, songs, etc.) were identified. An important piece of the regional diversity feedback was on the terms used to refer to water and types of water. Since language is central to Anishinaabe ways of knowing, the connection to oneself and teachings on how to live a good life [16,17], a decision was made to use the common term in Anishinaabemowin—Nibi—to reflect all forms of water.

The community engagements resulted in a third draft of The Declaration. In total, four drafts of the Nibi Declaration emerged through the guidance from *Gitiizii m-inaanik*, ceremony, and community engagement. These drafts, leading to the Nibi Declaration, also became the launching point for the visual representation of the sacred relationship between The Anishinaabe Nation and Nibi. Feedback from the regional engagement sessions led to the design of a logo that would represent The Declaration. Danielle Morrison, a visual artist from Treaty #3, was commissioned. In her artist's statement, she explained:

The artwork, done in the Woodlands style of Treaty #3, overall captures the essence of the interconnectedness between water, fish, animals, plants and finally, humans. There are two human figures, representing two generations and the responsibility we must protect water and life for the present and for the next generation. The duality of these figures also represents our responsibility; we must pass along the teachings of being a protector. Night and day are reflected in both the sun and the stars. Water in various forms is presented in

a flowing river or body of water, the rain, and the snow. All of this embodied in a single drop of water, which can hold life, knowledge, and memory.

In the 5th phase, the fourth and final draft was presented at a National Assembly. Delegates from each of the 28 Nations were invited to attend, and funding was provided for travel for a woman, a youth and a *Gitiizii m-inaanik*. The big drum was present at the assembly, and ceremony was integral to the process. The Declaration was endorsed in the process, and additional suggestions were made for the implementation of The Declaration.

The Declaration was then presented, with the endorsement of The Nation at The National Assembly and Chiefs Assembly, representing the 6th phase of the process. In May of 2019, through ratification of a national record of decision, The Anishinaabe Nation of Treaty #3 affirmed its sacred relationship with Nibi through the Treaty #3 Nibi Declaration. The Declaration was interpreted in the Anishinaabemowiiin language, as oral traditions remain important in the development of trust, information sharing and strategies [34]. The oral interpretation of The Declaration is maintained as an oral version of The Declaration and is equally authoritative to the written (English) version of the text because languages have a spirit that can be known through the people who understand them [35].

The Declaration and voice of The Nation were unanimously supported and were subsequently feasted and brought to the ceremony (phase 7), laying the foundation for the implementation of water governance in The Nation through a mirrored process to Treaty #3 lawmaking.

In summary, the entire process, from start to finish, was guided by ceremony. Throughout the planning, The Women's Council and planning team were engaged in ceremony and made offerings to Nibi. The process for developing The Declaration was adaptive and, as a whole, mirrored as closely as possible the process and methods of the Treaty #3 lawmaking processes. The Declaration was created through the affirmation of feedback provided at the community and regional level through a national forum, finally resulting in ratification [2]. This is an example of community-engaged research, based on Indigenous ways of knowing, developed through Indigenous world views, knowledge and experiences [36] in response to the direction provided by The Anishinaabe Nation of Treaty #3.

Community driven research like the one used to develop the Nibi Declaration provide a framework of working together through Anishinaabe *inaakonigewin* principles and ensure respect for and guidance from the water throughout the process. Rather than being a subject of the research and Declaration, the water was a participant in the process, consistently being acknowledged and asked to participate in the activities. Nibi, Elders, Leaders and The Nation provided guidance throughout the process and researchers provided tools and mechanisms in order for this vision to be brought forward in The Declaration. In this style, the process remains adaptive and reflective of the partnerships developed and the guidance delivered through Nibi. The respect, trust and relationships developed between Nibi and all involved will propel Treaty #3 Water governance forward with the spirit of Nibi and The Declaration as part of decision-making and the fulfillment of responsibilities to Nibi.

While in other contexts, Indigenous research (without the direct involvement and direction of Indigenous Nations) as scientific research implicated in colonialism remains a powerful remembered history for many colonized people [34], through community-driven research, being adaptive to communities, ceremonies and knowledge of *Gitiizii m-inaanik*, the well-being of communities can be prioritized [37]. The process was built on the foundation of partnerships and trust. All participants were seen as helpers to the water; the relationships developed with The Nation and communities will continue to bring together a strong spiritual, ceremonial and cultural basis for the implementation of The Declaration. This process was rooted in ceremony, a defining feature of the community-driven indigenous research process [38].

6. Implementing the Declaration and Our Responsibilities to Nibi

Implementation of the Nibi Declaration is a fluid, evolving process. The aim, similar to the methodology adopted for its development, is to engage, educate and share with all people, focus on intergenerational knowledge exchanges, and be responsive to water itself in order to fulfill the responsibilities in relation to water. This responsiveness to water creates a non-hierarchical process of knowledge exchange—where there is a flow back and forth between everyone involved, creating equitable space and exchanges between *Gitiizii m-inaanik*, knowledge keepers and academic researchers [36].

The connection to the life that water brings creates the fluid framework of implementation that ensure community needs and the responsibilities to water are fulfilled. Priorities for implementation of The Declaration were identified in both the regional engagements and National Forum and continue to be solicited in the work of the TPU and as part of the watershed management planning.

As affirmed in The Declaration, water unites us. Its flow and movement connect everyone within the Treaty #3 territory as a life source and connection to the land. Educating all people about the sacredness of water and our sacred relationship with water is a core goal of the implementation of The Declaration. This will allow the sharing of Anishinaabe values and relationships with Indigenous and non-Indigenous peoples alike, create knowledge exchanges for the protection of water throughout the territory. As part of implementation priorities, intergenerational knowledge exchange opportunities should be fostered in order to have everyone within The Nation working to protect water in all its forms.

This includes awareness and support, and opportunities for knowledge exchange. These opportunities must address the physical, spiritual, and emotional lessons learned from and with Nibi. This may look different from many people looking to explore their own relationship with Nibi, and the educational opportunities will be provided to anyone who is willing to learn and to commit to the respect of Nibi and the core aspirations contained in The Declaration.

As part of the education strategy, various initiatives have been proposed, including distributing copies of The Declaration and posting them at key locations, such as public docks and marinas. In addition, signs will be erected in the territory, a website with key information will be developed, and opportunities for knowledge exchange (including a project relating to water songs) will be organized.

Nibi Declaration signs will be placed throughout the Treaty #3 Territory. Starting with strategic locations at the entrance to the territory in all four directions, these signs will bring awareness of the sacred relationship between The Anishinaabe Nation and Nibi. The signs will outline the collective understanding of Nibi and how it should be treated, emphasizing the key themes of The Declaration:

Nibi has a spirit;
Nibi is life;
Nibi is sacred;
We honor, respect and love Nibi.

The Nibi/Water portal will be created to ensure resources are accessible to all and provided in mediums adaptive to Treaty #3 youth. The portal will be an online resource that will mobilize knowledge generated from the Nibi Declaration project and the foundation it provides for future work. The portal will be comprised of videos, audio recordings, photographs and other engagements aimed at sharing knowledge about Nibi and particularly relating to language, songs and teachings.

The *Nibi Nagamoon* (water songs) project will bring together Anishinaabe knowledge keepers and youth for knowledge exchange about Nibi and particularly the songs that contain cultural and spiritual knowledge. This gathering will engage participants in the sharing of traditional teachings, relationships and experiences with Nibi that will explore normative values on the responsibilities and relationships held between The Anishinaabe Nation and Nibi. The values and teachings shared as part of this project will create resources

to be shared on the Treaty #3 water portal and continue to guide the implementation of The Declaration.

The Nibi Declaration Curriculum will be developed with the guidance and leadership of Anishinaabe *Gitiizii m-inaanik*, knowledge keepers and women. This will aim to provide resources to educators to mobilize data from the Nibi Declaration and the Portal, as well as other teachings that will support the and cultural retention of *Nibi giikendaasowin* (knowledge) and *inaakonigewin* (law).

One of the core themes of the Nibi Declaration of Treaty #3 is that we all have a sacred relationship with Nibi, and with this relationship come responsibilities for the care and protection of water. The teachings and importance of these relationships, as outlined in the Nibi Declaration, form the foundation and core values on which governance and decision-making can take place. As The Declaration undertook a similar process of development as the *Manito Aki Inakonigaawin* (Treaty #3 Great Earth Law, providing governance and guidance in relation to natural resource development and the environment), the two can provide support to one another in creating a mechanism for continued and reaffirmed Anishinaabe governance and jurisdiction in the Treaty #3 territory.

The current approach at Grand Council Treaty #3 relating to water governance is the watershed management planning and Watershed Model. The watershed model utilizes the vision of the Nibi Declaration to push forward initiatives in the categories of governance, ceremony, education and outreach, and community-based monitoring. Each of the four directions of the Treaty #3 watershed model contributes to the overall implementation of the Nibi Declaration and to the assertion of Anishinaabe jurisdiction as it relates to MAI and the Nibi Declaration.

Another initiative at GCT3, the community-based Water Monitoring Program (CBM), contributes to governance and education. This CBM program is a partnership between GCT3 and Treaty #3 communities in order to collect baseline water monitoring data across the territory. The purpose of this is to collect data across the territory on a continuous basis. The data will be used in part to evaluate the cumulative impacts experienced throughout the territory from historical natural resource development. This CBM program not only collects data but works with youth and communities to monitor certain factors of importance and bring opportunities for training through the International Institute for Sustainable Development—Experimental Lakes Area (IISD-ELA) to interested youth for an opportunity to learn from researchers, *Gitiizii m-inaanik* and the land. The data collected will be included in the Treaty #3 geospatial database. This database will provide a centralized Treaty #3 hub of information to evaluate and respond to initiatives and development in the Territory on a Nation scale. The database will also mobilize information and data by creating a centralized and confidential location for each Treaty #3 Community to store their data (land use plans, values, interviews, etc.) and to choose to share these resources in accordance with the principles of Ownership, Control, Access and Possession (OCAP) [39]. This creates data sovereignty within The Nation, impacting the continued affirmation of self-governance and reliance on Treaty #3 data, relationships, and values as they relate to decision-making surrounding water and the environment.

The International Joint Commission and Lake of the Woods Control Board are two examples of non-Indigenous governance structures that either manage or influence regulation throughout the Territory. With the guidance of the Nibi Declaration, partnerships and discussions are ongoing with both organizations; in order to centralize Nibi Inaakonigewin principles to water governance in Treaty #3 as exemplified in The Declaration, there is much work still that needs to continue to move forward.

The assertion of Treaty #3 jurisdiction in water governance is the affirmation and adherence to Treaty #3 processes that are rooted in ceremony and Anishinaabe *Nibi inaakonigewin*. Partnerships between Nations, adaptability and ensuring that community values and feedback are reflected in decision-making will help ensure the common objectives of protecting water. The principles described in the Nibi Declaration will be essential to good decision-making in the Treaty #3 Territory. The Anishinaabe Nation of Treaty #3 will be a leader in

the stewardship and governance of Nibi throughout the Treaty #3 territory and will help fulfill sacred relationships and responsibilities to protect water for future generations.

7. In Conclusion: Thoughts towards the Future

The Nibi Declaration reflects the voice and relationship of The Nation to Nibi and ensures that the spirit of Nibi is foundational to decision-making and water governance within the territory. Women have a sacred responsibility to water and a relationship to Creation because of their ability to give life. Therefore, the development of The Declaration, in accordance with the Treaty #3 lawmaking process, was developed first by women, with the help of *Gitiizii m-inaanik*, and with the input of The Nation as a whole through regional engagements and a National Forum.

Every being on this Earth has a relationship with Nibi accompanied by sets of responsibilities. The importance of ceremony and language in this relationship with Nibi can be better understood through The Declaration. The Declaration will continue to be an important reflection of the Anishinaabe worldview and laws for many years to come. While it is in written and oral form, with a visual representation, it will also evolve, in relation to the circumstances that present themselves, and parts of The Declaration may take more prominence at certain times to help deal with various aspects of governance and maintenance of the relationship with Nibi within the Treaty #3 territory.

Creating the space for the spirit of Nibi in governance processes presents the opportunity for Nibi to guide protection on its own authority. This spiritual guidance from Nibi, coupled with the *Gitiizii m-inaanik* knowledge and ceremony, will provide the foundation for the continued affirmation of Nibi *inaakonigewin* (water law).

Most importantly, the Nibi Declaration reaffirms that Anishinaabe does not view water as a resource to be exploited, owned, consumed or commodified. Nibi is rather a living entity with its own agency and ability to govern itself. The relationship with Nibi is then required to be one of respect and deference. Anishinaabe *inaakonigewin*, planning and governance relating to Nibi is structured around this foundational principle.

The process undertaken during the Nibi Declaration reflects The Nationhood and sovereignty of The Anishinaabe Nation of Treaty #3, which will continue to assert jurisdiction relating to the environment (MAI) and water (Nibi Declaration). This assertion of jurisdiction will address cumulative impacts to The Nation and concerns around increasing natural resource development. The MAI and the Nibi Declaration provide the legal and regulatory framework from an Anishinaabe legal perspective and engage the principles of decision-making relating to the territory.

The nation may also contemplate a written water law. It will also consider if the sacred relationship with water and the recognition of spiritedness and agency might be given effect through the recognition of legal personhood of water, or of Lake of the Woods, for example. Collaboration with international Indigenous partners is already underway to collectively discuss the merits of this approach. Personhood will be considered along with other mechanisms, rooted in Anishinaabe law and governance, that recognize and give effect to the spiritedness and agency of water and to help ensure its protection and future well-being. Future water governance issues in Treaty #3 will be guided by the United Nations Declaration on the Rights of Indigenous Peoples, and particularly the right provided for in article 25 of Indigenous Nations to develop and maintain their spiritual relationships with water and to preserve that relationship for future generations [19].

The Declaration and the process undertaken to develop The Declaration provide a mechanism of intergenerational learning and represent an opportunity for future cross-cultural and knowledge system learnings to encourage Anishinaabe and western knowledge systems to work together in order to protect water.

This research process was built collectively on the values, traditions and guidance of The Anishinaabe Nation of Treaty #3 and can provide the framework and guidance for the present and future research projects that take place in the Territory. This approach can support stronger partnerships and connectivity between The Nation, communities

and organizations to ensure water protection in the territory. The Declaration can help further understandings between Indigenous and non-Indigenous people as a foundation for continued dialog and potential partnerships. Water is our lifeblood and connects all Indigenous and non-Indigenous people. Every person has a relationship with water, and the process of nurturing that relationship through the teachings exemplified in the implementation of the Nibi Declaration will provide clarity on the responsibilities and partnerships that must be developed to protect the water for future generations.

The Anishinaabe Nation will continue to care for water and the spirit of Nibi through gatherings, water walks, and feasts. Each of these recognizing the importance and connection to Nibi and the water's ability to bring The Anishinaabe Nation and others together in order to care for and protect Nibi.

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Informed Consent Statement: Informed consent was obtained from each participant that took part in the process.

Data Availability Statement: Data can be made available upon request from the Author's under OCAP principles. Data will only be available through written permission from the Anishinaabe Nation of Treaty #3. Public data is available at: <http://gct3.ca/land/territorial-planning-unit/> (accessed on 12 February 2021).

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OPERATIONS AND FACILITIES DIVISION - PUBLIC WORKS AREA
OPERATIONS STATISTICS
March 2021

STAFFING

The following table is a breakdown of lost man shifts during the month:

	2020	2021
WSIB	22.00	0.00
WI/LTD	22.00	23.00
SICK DAYS	5.38	12.69
COMPASSIONATE LEAVE	0.00	3.00
FLOATERS	8.00	11.41
VACATION	27.50	11.75
BANKED TIME USED	12.44	8.63
OFF	0.56	0.00
STATUTORY HOLIDAYS	0.00	0.00
TOTAL	97.88	70.48

OVERTIME HOURS

Equivalent Straight Time Hours:

	2020	2021	2020	2021
	March	March	Year To	Year To
			Date	Date
ADMINISTRATION	0.00	0.00	0.00	0.00
TRAVEL	0.00	0.00	2.50	0.00
ENGINEERING	0.00	0.00	0.00	0.00
INTERDEPARTMENTAL	6.75	0.00	10.75	4.00
PRIVATE WORK	0.00	0.00	0.00	21.50
RECYCLE/GARBAGE	0.00	13.00	11.50	14.50
ROADS	84.00	25.50	298.75	152.50
SEWER COLLECTION	16.00	8.00	53.25	20.00
SIDEWALKS	0.00	0.00	57.00	0.00
STORES	0.00	0.00	30.50	37.00
VEHICLE & EQUIPMENT	9.00	0.00	33.00	0.00
WATER TREATMENT PLANT	17.50	4.00	55.00	68.50
WATER DISTRIBUTION	18.00	29.25	55.75	122.25
WATER TOWER	0.00	0.00	0.00	0.00
TOTAL	151.25	79.75	608.00	440.25

TRANSPORTATION REPORT

March 2021

ROADS:

Storm Water Management – Urban

- Removed snow and ice from catchbasins to get water moving
- Steamed frozen catchbasins and storm sewer laterals

Storm Water Management - Rural:

Removed snow and ice from culvert ends to get water moving
Steam frozen culverts

Hard Top Maintenance:

- Levelled utility cuts – twice weekly
- Pothole patching as required

Loose Top Maintenance:

Roadside Maintenance:

- Cleared up debris from winter snow piles at lane entrances

Winter Control:

- No events (0) that needed plowing
- Removed snow from the 300, 400 and 500 blocks of Third Street West
- Removed snow from the 900 and 1000 blocks of Crowe Avenue
- Removed snow from the 600 and 700 blocks of Third Street West
- Removed snow from the 800 and 900 blocks of Smith Avenue
- Continued removing snow from intersections and lane piles
- Removed snow from 800 and 900 blocks of Third Street East
- Removed snow from cul-de-sacs
- Pushed up piles at the snow dump daily
- Removed snow piles from the Library and Sports Centre parking lots
- Night shift for winter control ended on March 8th.

Traffic Operations:

- Repaired and replaced signs as required
- Provided traffic control to change a light at the Underpass on March 24th

Regular Maintenance:

- Garbage pickup - Tuesday and Friday - Downtown and Public Works Shop
- Assisted Engineering with locates and CCTV inspections.
- Assisted with tasks at Civic Centre as required.
- Maintenance checks at the Civic Centre as required
- Repaired deficiencies found in Routine Road Patrols

Buildings and Grounds:

- Cleaned Shop as required
- Cleaned vehicles and equipment as required
- Plowed snow in all yards as required.

Private Work:**Sidewalks – Winter:**

- Cleaned snow and ice from Civic Centre sidewalks and applied ice melt as required.
- Cleaned snow from underpass sidewalk and downtown corners and applied ice melt or sand/salt as required.
- Plowed all sidewalks as required
- Sanded all sidewalks as required

Sidewalks – Summer:

- Swept water front sidewalks and bike path once weekly

Vehicles and Equipment:

- Preventative Maintenance – pre-trip inspections 5:30 – 7:30 am Monday to Friday
- Regular scheduled maintenance of all vehicles and equipment
- Maintenance and repairs, Fire Department, Water Treatment Plant, Memorial Sports Centre, Day Care, Handi-Van, Airport and Civic Centre Vehicles as required
- Washed winter sand and salt from all vehicles and equipment.

Public Relations:

- Removed barricades and cleaned up at incident in the Market Square on March 22nd

Sewer and Water:

- Provided labour and equipment for Water Distribution and Sewer Collection repairs and maintenance.
- Handed out “Water Turn Off Advisories”, “Drinking Water Advisories” and “Lifting of Drinking Water Advisories” when required
- Issued “Delinquent Account Notices” and turned off water for non-compliance as required.
- Removed snow from around fire hydrants.

Interdepartmental:

- Moved some office furniture at the Civic Centre on March 1st
- Unloaded new docks at the Shevlin Yard on March 4th
- Removed Zamboni snow from the Memorial Sports Centre twice
- Cut trees and brush off of lots in Erin Crescent
- Cut some trees in Riverview Cemetery to make room for new Columbariums on March 12th and 15th
- Ken McCormick provided coverage for vacation at the Airport from March 12th to 18th.
- Provided skid steer and operator for ice out at the 52 Canadians rink on March 18th
- Removed old electronics from the Civic Centre on March 26th.

Recycling:

- Emptied glass recycling bin as required
- Pushed up piles in recycling building as required
- Loaded Commercial Recycling Bin as required
- Cleaned up recycling yard

Training:

- Training was provided to Rich Walton and Brian Henttonen on the new High Pressure Vacuum Truck on March 8th

Health & Safety:

- Covid cleaning – assigned a worker daily to clean all regularly touched areas in the Public Works building twice daily.
- A workplace Health and Safety Inspection was done on March 24th.

Milt Strachan,
Superintendent of Transportation