

T-1455-05

FEDERAL COURT

BETWEEN:

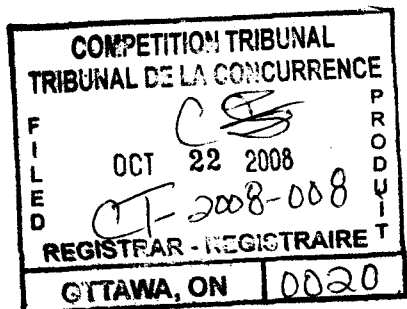
STEVEN OLAH

Applicant

and

THE ATTORNEY GENERAL OF CANADA

Respondent



AFFIDAVIT OF WILLIAM GLADU

I, William Gladu, Assistant Warden Correctional Programs of Fenbrook Medium Institution, of the City of Gravenhurst, in the District Municipality of Muskoka District, SWEAR THAT:

1. I have worked for the Correctional Service of Canada ("CSC") for 30 years. I assumed my duties as Assistant Warden Programs and Reintegration at Fenbrook Medium Institution ("FMI") in April 2002. My duties include administering the contract with Home Hardware for the provision of Inmate Purchasing and Canteen services, as well as attending Warden & Inmate Committee, and other committee meetings related to the provision of correctional programs to the inmate population at FMI. This position was renamed the Assistant Warden Correctional Programs in 2004.
2. As such, except where stated, I have personal knowledge of the matters to which I depose in this affidavit.
3. I have reviewed the affidavit of Stephen Olah sworn August 31, 2005.

Fenbrook Institution's Principal of Community Involvement

4. Mr. Michael Provan was designated as the future Warden of FMI before FMI opened its doors in 7th May of 1998. He was Warden of FMI until 31st October 2004. I have been informed by Mr. Provan, and do believe, that in the planning stage for the development of FMI, former Commissioner of Corrections Ole Ingstrup encouraged Mr.

Provan to involve local private sector community businesses to the fullest extent possible in the operations of the institution.

5. This close relationship between the institution and the community was part of the fundamental paradigm upon which FMI was based. Such a partnership was meant to give the community a stake in the success of the institution, while providing new opportunities for inmates, and greater accountability and efficiency for the CSC.
6. Consistent with this approach, several private sector businesses, including IGA, Mr. Submarine, the Great Canadian Bagel, the Call Us Centre and Home Hardware began contracting to provide services within FMI in 1998 and afterward. These businesses entered into these contracts, in part, so that they could run a profitable business based on FMI's needs and capacities using employees who would work at FMI, while providing on-the-job training to inmates.
7. Michael Provan informed me, and I do believe, that while establishing an operating budget for the institution, FMI did not receive funding to have CSC staff to perform duties that were to be performed by the various private sector businesses.

Inmate Purchasing at Fenbrook Institution

8. One of the duties which would normally be executed by a CSC employee but which was instead contracted to a local private sector business is the management of the Inmate Purchasing and Canteen services.
9. While incarcerated in Federal Institutions, inmates are permitted to purchase goods for their personal use, such as televisions, stereos, hobbycraft tools, snacks or clothing. These purchases are always subject to CSC's operational and security controls.
10. The inmate canteen operates like a tuck-shop selling snacks and other small items. More expensive or infrequently requested items must be ordered from outside merchants through the Inmate Purchasing Service.
11. The coordination of this service is complex and labour intensive, involving as it does the processing and placement of orders, the financial transaction, the screening of incoming goods, delivery, record keeping, and actual trips outside of the institution to purchase the requested goods at various stores. The management of the canteen is also a complex operation which requires inventory, sales, pricing, stocking, accounting and oversight of the inmate employees.

12. From the beginning, FMI did not received salary funding to employ an Inmate Purchasing officer since the Inmate Purchasing and Canteen Service was provided via a contract with a local merchant. Initially, this contract was with IGA groceries, but it has been with Home Hardware from 2000 until the present.
13. I have further been informed by Michael Provan, and do believe, that the decision to use a local merchant to run the Inmate Purchasing and Canteen Service was a policy decision made before inmates arrived at the institution on the basis of FMI's governing principal of community involvement. There was no initial consultation with FMI inmates because there were no inmates to consult as FMI was being built, planned and financed.
14. Consistent with the terms of the current contract, Home Hardware pays for an employee to manage the Inmate Purchasing and Canteen Service at FMI.
15. The Home Hardware employee also recruits inmates to work in this operation and she provides these inmates with a training program based in a real business environment. The inmates are trained in the skills of record keeping, inventory control, purchasing procedures, ordering procedures, customer service and related skills. The inmates also receive extensive training in the use of computers. Therefore, the inmates are taught marketable skills and receive work related experience that will assist them in their safe reintegration into the community.
16. In addition to providing marketable skills to inmates, the provision of these services, via contract with a local private sector business, is a cost effective expenditure of public funds. The current annual cost for the Home Hardware contract is \$24,999.60 and provides inmate purchasing and canteen services to a population of 400 inmates. In other federal correctional institutions, where these services are performed by a CSC staff member, the staff members are classified at the WP-03 level and receive an annual salary ranging from \$47,204 to \$61,268.
17. Therefore, in other Federal institutions, CSC fully subsidizes the Inmate Purchasing and Canteen Service by paying the full salary of the Purchasing officer. At FMI, Home Hardware runs the Inmate Purchasing Service as a profitable business. Home Hardware recoups the cost of its operations by selling to inmates goods normally available at Home Hardware stores at retail prices. Goods which inmates request and which Home Hardware does not purchase wholesale must be obtained from other local merchants, such as Sears or Future Shop.

18. In order to compensate Home Hardware for the labour involved in employing, training and supervising the inmate workers as well as in taking outside orders, placing them, picking them up and delivering them to the inmates, the inmate purchasing contract allows Home Hardware to charge a mark-up on such orders. Ongoing consultations between FMI, Home Hardware and the inmate population have resulted in a general mark-up of 20% for goods which Home Hardware does not normally stock and which must be purchased by Home Hardware at retail prices before re-selling to inmates.
19. However, if the outside order is a hobbycraft item, the mark-up is only 10%. This reduced mark-up for hobbycraft items is intended to encourage inmates to pursue constructive hobbies and crafts. This reduction in the mark-up for hobbycraft items is the result of the consultations between FMI, Home Hardware and the inmate population.
20. The addition of a mark-up to items from outside merchants has been a contractual feature of the Home Hardware Inmate Purchasing Service at FMI since 2000. Prior to 2000, CSC permitted the Inmate Purchasing Service (which was run at that time by IGA) to charge a mark-up, but this mark-up was not explicitly provided for in the contract.
21. The most recent contract renewal with Home Hardware was signed on April 1, 2005. This contract is attached as Exhibit "A".
22. Contrary to Mr. Olah's allegation, there has never been a contract with Sears for inmate purchasing services. When an inmate at FMI orders a product from Sears, this product is marked-up by 20% (or 10% if hobbycraft) as per CSC's contract with Home Hardware.

Ongoing Consultation with Inmates

23. The contracts with IGA and Home Hardware for inmate purchasing have been controversial at FMI from the beginning, primarily due to the fact that no other CSC institution within the Ontario Region provides these services to the inmate population through a private business, and as such, only inmates at FMI are required to pay a mark-up on certain items.
24. Since I assumed my duties as Assistant Warden Programs and Reintegration at FMI in 2002, I have had numerous discussions with individual inmates, chairmen of the various inmate groups, as well as with the executive members of the Inmate Committee who are elected

to represent the interests of the inmate population regarding this contract with Home Hardware and inmate purchasing.

25. The Inmate Committee routinely meets with the Warden and the institutional management team on a monthly basis. I have attended these meetings in my official capacity since 2002. I have reviewed the minutes from these meetings, and these minutes indicate the following relevant discussions:
- i) On 16 April 2002 the inmates were advised that the Home Hardware Inmate Purchasing/Canteen Operator had resigned and that there could be no purchasing for a period of time until a new person was hired for this position. I noted that Social Development Officers had offered to take over the Hobbycraft purchasing. This suggestion was taken under advisement by the Warden, Michael Provan. These minutes are Exhibit "B".
 - ii) On 7 May 2002, I advised the inmates that S. Purdon had confirmed with me that a new canteen operator had been hired and that normal purchasing activities would resume. These minutes are Exhibit "C".
 - iii) On March 4, 2003, The Home Hardware contract was discussed, and both inmates and management agreed that a new computer system should be used in the canteen. The hours for inmate purchasing were extended to evening hours to accommodate inmate concerns. These minutes are Exhibit "D".
 - iv) On October 10, 2003, I corrected misconceptions on the part of the Inmate Committee regarding the CSC's review of the Home Hardware contract. I also agreed to discuss with the Inmate Committee certain aspects of the contract, specifically the mark-up amounts. These minutes are Exhibit "E".
 - v) On December 2, 2003, the Chair of the Inmate Committee agreed to forward the Committee's concerns regarding the purchase of hobbycraft items through Home Hardware to the administration at FMI. These minutes are Exhibit "F".
 - vi) On January 6, 2004, I followed up on the last meeting on December 2, 2003 and reported that I had sent the Inmate Committee's concerns to the inmate purchasing coordinator, who reviewed the concerns but found ultimately that the hobbycraft purchasing procedure through Home Hardware was consistent with policy and current practice. A copy of this response was given to the chair of the Inmate Committee. These minutes are Exhibit "G".

vii) On April 6, 2004, I notified the Inmate Committee of the extension of the Home Hardware contract to July 31, 2004. I explained that after that time, a tender would be publicly offered. I made clear my intention to consult with the Inmate Committee on their submitted proposal regarding inmate purchasing. I advised that the Inmate Committee executive would be given a response regarding their proposal and recommendations once a review has been completed. The details of this response are described in paragraph 29 below. These minutes are Exhibit "H".

26. I will emphasize that during 2004 inmates had several opportunities to make suggestions regarding the Home Hardware contract. During the meeting on January 6, 2004, I consulted with the Inmate Committee and advised them that the existing Home Hardware contract would be extended to July 31, 2004 and that after this date the contract would be tendered to the public. I consulted with them regarding the proposal that they submitted. Their proposal, Inmate Purchasing at Fenbrook Institution, including their proposed recommendations, is attached as Exhibit "I".
27. The proposal that the Inmate Committee submitted was predicated on the Inmate Purchasing Service being provided by a full-time CSC employee. After reviewing the proposal, FMI management decided that it was not viable since FMI does not receive the funding to have an Inmate Purchasing officer. The community-partnership inmate purchasing system was implemented before Fenbrook opened, and is part of the fundamental organizational structure of Fenbrook Institution. I was, however, open to considering inmate recommendations regarding the management of the system, and issues relating to efficiency.
28. In addition, neither the Warden, nor I were prepared to implement their alternate recommendation to assign a staff member from the ranks of another department to perform these services since this would result in a reduction of programs/services from that department.
29. On May 11, 2004, I provided written response to inmate N. Smirnow, the Chairperson of the Inmate Committee, regarding his Inmate Purchasing Service proposal. This written response is appended as exhibit "J".

Special Committee on Inmate Purchasing

30. In addition to these meetings of the Warden and Inmate Committee, I also convened a special committee to review all aspects of the Inmate Purchasing program, and canteen operation in September 2002. The committee was convened, in part, to make recommendations that

would address inmate concerns regarding the efficiency of the inmate purchasing program at FMI. The committee's report is attached as Exhibit "K".

31. The committee's report was sent to the Inmate Committee and their comments were requested. The Inmate Committee's submissions are verify appended to the committee's report. The Inmate Committee agreed with all the committee's recommendations, subject to some additional suggestions.
32. After receiving the inmate's input, I forwarded the report to Warden Michael Provan for his review on November 28, 2002. Many of the recommendations contained in that report were subsequently implemented, such as the recommendation that the Point of Sale system be replaced with the Equinox system and that the canteen hours of operation be changed to facilitate inmate access to the canteen.

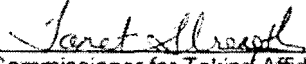
Present Situation Regarding Inmate Purchasing Program

33. The community-partnership program has been ongoing since the opening of Fenbrook Institution. The contract with Home Hardware for inmate purchasing, while recently renewed in April 1, 2005, has been in place since 2000 - and before that, there was a similar contract with IGA with a similar mark-up. From contract to contract, the contractual terms have remained essentially the same, though minor changes have been made. The mark-ups on unstocked items, including hobbycraft items, have remained between 10% and 20% since the first contract with Home Hardware.
34. Since I started working at FMI in 2002, I have been involved in continuous discussion with inmates regarding all aspects of the Inmate Purchasing and Canteen Service. FMI management has been well aware of the inmate and Inmate Committee thoughts and submissions to the mark-up since FMI first opened, and I have personally registered this input, responded to it and considered it on many occasions, including formal meetings, informal discussions and grievances.
35. This inmate input has been considered by FMI management, but it has not altered FMI's governing policy goal to create constructive partnerships with the local community in order to make CSC more efficient while enhancing the rehabilitation of offenders. This input has, however, changed the way the Inmate Purchasing System functions, increasing accessibility, ease of use, accountability, selection, and pricing in order to benefit the inmates.

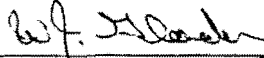
36. I remain available to have ongoing discussions with individual inmates, the Chairmen of the inmate organizations, as well as with the representatives of the Inmate Committee concerning this issue.

SWORN (or Affirmed) before me at
the City of Gravenhurst in the
District Municipality of Muskoka on
November 29th 2005.
December 1st

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Janet Mary Strength
Commissioner for Taking Affidavits
(or as the case may be)



William Gladu

Janet Mary Strength, a Commissioner, etc.
District Municipality of Muskoka for the Government of
Canada - The Correctional Services of Canada
Expires January 6, 2006

THIS IS EXHIBIT A entered &
in the affidavit of
Willie Gladu
sworn before me this 1st
day of December A.D. 2005
Sand Atkinson
A Commr & etc

Jean Mary Sheehan, A Commissioner, etc.
District Municipality of Muskoka, for the Government of
Canada, The Director of Services of Canada.
Exhibits January 6, 2008

05-08-ONT-003
(REF) 21422-5-749728

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**Articles of Agreement
Consulting and Professional Services**

These Articles of Agreement are made as of the 1st day of April, 2005.

Between:

Her Majesty the Queen in right of Canada (referred to in the contract as "Her Majesty") represented by the Minister of the Solicitor General of Canada (referred to in the contract as the "Minister")

and,

**Gravenhurst Home Hardware
P.O. Box 490
Gravenhurst, Ontario
P1P 1T8**

(referred to in the contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 Contract

- 1.1 The following documents and any amendments relating thereto form the contract between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement.
 - 1.1.2 the document attached hereto as Appendix "A" and entitled "General Conditions", referred to herein as the General Conditions.
 - 1.1.3 the document attached hereto as Appendix "B" and entitled "Supplementary Conditions", referred to herein as the Supplementary Conditions.
 - 1.1.4 the document attached hereto as Appendix "C" and entitled "Terms of Payment", referred to herein as the Terms of Payment.
 - 1.1.5 the document attached hereto as Appendix "D" and entitled "Statement of Work", referred to herein as the Statement of Work.

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**Articles of Agreement
Consulting and Professional Services**

1.1.6 the document attached hereto as Appendix "E" and entitled "Security Requirements Check List", referred to herein as the Security Requirements Check List.

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 Date of Completion of Work and Description of Work

2.1 The Contractor shall, between the date of these Articles of Agreement and the 31st day of March, 2008 (with an option to renew annually for up to two additional years; upon mutual consent of both parties), perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 Contract Amount

3.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

A sum not to exceed \$76,998.27.

3.2 In accordance with Section 40 of the Financial Administration Act payment under the contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.

A4 Appropriate Law

4.1 This contract shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

A5 Departmental Representative/Project Authority

5.1 For the purpose of the contract, the Minister hereby designates the Assistant Warden Correctional Programs, Fenbrook Medium Institution as the Departmental Representative/Project Authority.

This contract has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

05-08-ONT-003
(REF) 21422-5-749728

Government
of Canada

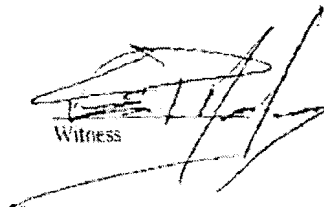
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FOR THE CONTRACTOR:

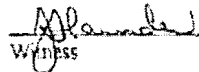

Gravenhurst Home Hardware


Witness

MAR 24 2005
Date

FOR HER MAJESTY:


Contract Review Board

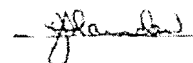

Witness

MAR 15 2005
Date

Reviewed by Contract Review Board

February 11, 2004

Reviewed for Regional Contract Administrator:



Appendix "A"
General Conditions
Consulting and Professional Services

AI Interpretation

1.1 In the contract,

- 1.1.1 "contract" means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the contract;
- 1.1.4 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative/Project Authority" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative/Project Authority to perform any of the Departmental Representative/Project Authority's functions under the contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.
- 1.1.8 "Government Property" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work the cost of which is paid by Canada under the Contract and, without restricting the generality of the foregoing, includes Government Issue as defined in the Defence Production Act, R.S.C. 1985 c. D-1, Government Furnished Equipment and Government Supplied Material.

Appendix "A"
General Conditions
Consulting and Professional Services

A2 Successors and Assigns

- 2.1 The contract shall endure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

A3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

A4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative/Project Authority, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

Appendix "A"
General Conditions
Consulting and Professional Services

- 4.5 Notwithstanding that the Contractor has complied with the requirements of A4.3, Her Majesty may exercise any right of termination contained in A8.

A5 Indemnification

- 5.1 The Contractor shall indemnify and save harmless Her Majesty from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

- 5.2 The Contractor shall indemnify Her Majesty from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.

- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

A6 Notices

- 6.1 Any notice shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

A7 Canadian Labour and Materials

- 7.1 The Contractor shall use Canadian labour and materials in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

Appendix "A"
General Conditions
Consulting and Professional Services

A8 Termination or Suspension

- 8.1 The Minister may, by giving notice to the Contractor, terminate or suspend work with respect to all or any part or parts of the work not completed. A minimum of 30 days notice shall be provided if the contract has to be cancelled due to unexpected changes in program requirement or funding levels.
- 8.2 The Contractor may terminate this contract by providing a minimum of 30 days notice in writing.
- 8.3 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract.
- 8.4 In addition to the amount which the Contractor shall be paid under A8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.5 Payment and reimbursement under the provisions of A8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.6 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.7 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of A8 except as expressly provided therein.

A9 Termination due to Default of Contractor

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or part of the work if:
- 9.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor

Appendix "A"
General Conditions
Consulting and Professional Services

- takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 9.1.2 the Contractor fails to perform any of the Contractor's obligations under the contract, or in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 Upon the giving of a notice provided for in subsection 9.1, the Contractor shall have no claim for further payment other than as provided in this section, but shall be liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of Canada under the law to mitigate damages.
- 9.3 Upon termination of the work under subsection 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, for any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the contract.
- 9.4 Subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, and shall pay or credit to the Contractor the cost to the Contractor that the Minister considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to Canada pursuant to a direction under subsection 9.3 and accepted by Canada, but in no event shall the aggregate of the amounts paid by Canada under the Contract to the date of termination and any amounts payable pursuant to this subsection exceed the Contract Price.
- 9.5 Title to all materials, parts, plant, equipment, work-in-process and finished work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in Canada unless already so vested under any other provision of the Contract, and such materials, parts, plant, equipment, work-in-process and finished work shall be delivered according to the order of the Minister, but Canada will not accept and will not pay for materials, parts, plant, equipment or work-in process that would not

Appendix "A"
General Conditions
Consulting and Professional Services

have been required to perform the Work or that exceed what would have been required to perform the Work.

- 9.6 If, after the Minister issues a notice of termination under subsection 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to A8.1 and the rights and obligations of the parties hereto shall be governed by A8.

A10 Records to be kept by the Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as they or the Minister may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection, for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

A11 Canada to Own Intellectual Property Rights in Foreground Information

11.1 Interpretation

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant

Appendix "A"
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breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

11.2 Disclosure of Foreground Information

11.2.1 The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or at such earlier time as the Minister or the Contract may require.

11.2.2 Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

11.3 Canada to Own Intellectual Property Rights in Foreground Information

11.3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.

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11.3.2 The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

(c) HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

(c) SA MAJESTÉ LA REINE DU CHEF DU CANADA (year)

11.3.3 (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such, information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.

(ii) For greater certainty and without limiting sub-section 11.3.1, if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.

11.3.4 The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the minister for whose department or agency the Work is being or was carried out may require, and the Contractor shall, at Canada's expense, afford that minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction.

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including without limitation the assistance of the inventor in the case of Inventions.

11.4 License to Intellectual Property Rights in Background Information

11.4.1 The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required for the following purposes:

- (a) for the use, operation, maintenance, repair or overhaul of the Work;
- (b) in the manufacturing of spare parts for maintenance, repair or overhaul of any custom part of the Work by Canada if those parts are not reasonably available to enable timely maintenance, repair or overhaul;
- (c) for disclosure to any contractor engaged by Canada (or bidder for such a contract) to be used solely for a purpose set out in paragraph (a) or (b), but only if the Contractor is unable or unwilling to carry out the maintenance, repair or overhaul or provide the spare parts on reasonable commercial terms and within reasonable delivery times;

and the Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

11.4.2 The Contractor hereby further grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in the Background Information incorporated into the Work or necessary for the performance of the Work as are necessary in order for Canada to modify, improve or further develop the Foreground Information. Canada's rights under this subsection 11.4.2 shall not include the right to reproduce the whole or part of any deliverable under the Contract that does not incorporate Foreground Information, save that Canada may reproduce any drawings, plans, designs, or other Background Information that are subject to copyright or industrial design protection, for purposes of modification, improvement or further development of the Foreground Information by or for Canada. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.

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11.4.3 Notwithstanding subsections 11.4.1 and 11.4.2, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

11.4.4 The Contractor acknowledges that, subject to paragraph (c) of subsection 11.4.1, Canada may wish to award contracts for any of the purposes contemplated in subsections 11.4.1 and 11.4.2 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

11.4.5 Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 11.4.1 and 11.4.2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.

11.5 Right to License

The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

11.6 Access to Information; Exception to Contractor Rights

11.6.1 Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.

Appendix "A"
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11.6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:

(a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;

(b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;

(c) is independently developed by or for Canada;

or

(d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

11.7 Waiver of Moral Rights

11.7.1 The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.

11.7.2 If the Contractor is an author of the Foreground Information referred to in subsection 11.7.1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

A12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative/Project Authority.

Appendix "A"
General Conditions
Consulting and Professional Services

A13 Contractor Status

- 13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions which must be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

A14 Warranty by Contractor

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

A15 Member of House of Commons

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

A16 Amendments

- 16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

A17 Entire Agreement

- 17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

A18 Subcontracting

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- 18.1 Notwithstanding anything to the contrary in the Contract, the Contractor shall obtain the consent of the Minister in writing prior to Subcontracting or permitting the Subcontracting of any portion of the Work at any tier, only where any and all subcontractors will have access to any and all personal and confidential information belonging to Canada, Correctional Service Canada staff or offenders.
- 18.2 In any Subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favorable to Canada than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.
- 18.3 Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of Canada or the Minister to a subcontractor.

A19 Ownership Control

- 19.1 The Contractor warrants that it is not under ownership control of any non-resident entity (i.e. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- 19.2 The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- 19.3 The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- 19.4 For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B1 Contracting Authority

1.1 TITLE: Regional Contract Administrator
ADDRESS: CORRECTIONAL SERVICE CANADA
Regional Office
P.O. Box 1174
440 King Street West,
Kingston, Ontario
K7L 4Y8
TELEPHONE: (613) 536-6127
FACSIMILE: (613) 536-4571

- 1.2 The Contracting Authority is responsible for the management of the contractual aspect of the contract. Any changes to the requirement or waiver of any of the terms and provisions must be authorized, in writing, by the Contracting Authority. No work is to be performed in excess of or outside the scope of this requirement based on instructions from any one other than the Contracting Authority.

B2 Departmental Representative/Project Authority

- 2.1 The Departmental Representative/Project Authority, acting on behalf of the Minister, is responsible for all matters concerning the technical content of the work. Any proposed changes to the work are to be discussed with the Departmental Representative/Project Authority, but any resulting changes can only be authorized by an amendment issued by the Contracting Authority. This may result in an increase or decrease to the overall cost of the contract. In addition, only work specified by the contract will be performed under this contract.

B3 Privacy

- 3.1 It is understood and agreed that all information obtained and all records, research, working papers, submissions and reports, final or otherwise, prepared in connection with this contract shall be submitted to the Minister/Department and shall be the sole and exclusive property of the Minister/Department. Furthermore, this information shall be subject to the application of the *Access to Information Act* and *Privacy Act*. The Contractor shall not use or release this information without the written consent of the Department.
- 3.2 The *Privacy Act* applies to all personal information recorded in any form by the Contractor in connection with any services rendered pursuant to this agreement.

Appendix "B"
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Consulting and Professional Services

B4 Conflict of Interest Clause

- 4.1 The Contractor, its employees, agents and assigns and any other person deriving any direct benefit from this contract shall be in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service (2003).

B5 Security

- 5.1 Contractor personnel who require access to protected information, assets or sensitive work sites shall each hold a valid Enhanced Reliability screening, granted by Correctional Service Canada.
- 5.2 The Contractor shall not remove any designated information or assets from the identified work site(s), and the Contractor shall ensure that its personnel are made aware of and comply with this restriction. The Departmental Representative/Project Authority may, in writing, authorize temporary removal of such information or assets by the Contractor from the identified work site(s) subject to safeguarding specified in the written authorization.
- 5.3 The Contractor must comply with the provisions set out in the "Security Requirements Check List"; included as Appendix "E".
- 5.4 It is understood and agreed that all security rules, regulations and procedures applicable to public servants employed by the Correctional Service Canada will apply equally to the Contractor, its officers, servants and agents. The Contractor is responsible to ensure the completion of all documentation required in the Correctional Service Canada personnel security program for the purpose of security clearance or reliability screening of its officers, servants and agents. It is understood and agreed that access to Correctional Service Canada premises or to Correctional Service Canada documents will be withheld until clearance documentation is submitted and processed.
- 5.5 The Contractor understands and accepts that its officers, servants and agents must consent to the necessary disclosure of personal information required to support the personnel security program and that failure to consent to these disclosures will render the person unsuitable for employment on Correctional Service Canada premises and/or to have access to any Correctional Service Canada documents.
- 5.6 The Contractor agrees that its officers, servants and agents will comply with all standing orders or other regulations in force at the site where the work covered by this contract is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any, and all causes, including fire.

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B6 Compliance with Applicable Laws

- 6.1 The Contractor shall comply with all laws, regulations and rules applicable to the performance of the Work or any part thereof. The Contractor shall also require compliance therewith by all of its subcontractors. Evidence of compliance with such laws, regulations and rules shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonable request.
- 6.2 The Contractor agrees that its officers, servants, agents and subcontractors will comply all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 6.3 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licences required for the performance of the Work.
- 6.4 Details on existing Correctional Service Canada policies may be found at: <http://www.esc-scc.gc.ca/text/legislat-e.shtml> or any other Correctional Service Canada web page designated for such purpose.

B7 Health and Labour Conditions

- 7.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 7.2 The Contractor shall comply with all laws Concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 7.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Departmental Representative/Project Authority or Her Majesty.
- 7.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Departmental Representative/Project Authority or Her Majesty at such time as the Departmental Representative/Project Authority or Her Majesty may reasonably request."

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B8 Closure of Government Facilities

- 8.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non-accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.

B9 Certification - Contingency Fees

- 9.1 The Contractor certifies that the Contractor has not directly or indirectly paid or agreed to pay and covenants that the Contractor will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties.
- 9.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract.
- 9.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

- 9.4 In this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms.

"employee" means a person with whom the Contractor has an employer/employee relationship.

"person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to Section 5 of the Lobbyists Registration Act R.S. 1985 c.44 (4th supplement) as the same may be amended from time to time.

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Supplementary Conditions
Consulting and Professional Services

B10 Government Furnished Equipment (GFE)

- 10.1 Except as otherwise specifically noted, the contractor shall supply all of the required tools. Where available, GFE will be supplied under a loan agreement for the contractor's use in performing the services under this contract, it shall be the contractor's responsibility to maintain the equipment, and return it to the government in good order on completion of the contract.
- 10.2 The contractor may submit a list of the equipment, which is considered necessary to meet operational requirements. Once approved by the Departmental Representative/Project Authority, the Minister may authorize procurement. Items procured by this method shall be considered GFE as noted above.

B11 Replacement of Personnel

- 11.1 When specific persons have been named in the contract as the persons who must perform the work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 11.2 If at any time the Contractor is unable to provide the services of any specific person named in the contract, it shall provide a replacement person with similar qualifications and experience. The Contractor shall, as soon as possible, give five (5) working days notice to the Minister of:
- (a) the reason for the removal of the named person from the work;
 - (b) the name, qualifications and experience of the proposed replacement person. The replacement must be of similar ability and attainment and must be acceptable to the Departmental Representative/Project Authority. Any replacement will be at the Contractor's sole expense.
- 11.3 The Minister may order the removal from the work of any such replacement person and the Contractor shall immediately remove the person from the work and shall, in accordance with subsection 2, secure a further replacement.

B12 Government Property

- 12.1 Unless otherwise provided in the Contract, all Government Property shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of Canada,

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

and the Contractor shall maintain adequate accounting records of all Government Property, and, whenever feasible, shall mark the same as being the property of Canada.

- 12.2 The Contractor shall take reasonable and proper care of all Government Property while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do other than loss or damage caused by ordinary wear and tear.
- 12.3 In the event of damage or loss of Government Property under the care and control of the Contractor or the Contractor's personnel, the Contractor shall immediately advise the Departmental Representative/Project Authority, by telephone or message, and within seven (7) days submit a written report on the incident. Upon reasonable notice by Canada, the Contractor shall repair such damage or reimburse Canada for any costs incurred by Canada to repair or replace such damage or loss.
- 12.4 All Government Property, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to Canada on demand.
- 12.5 All scrap and waste materials, articles or things that are Government Property shall, unless otherwise provided in the Contract, remain the property of Canada and shall be disposed of only as directed by the Minister.
- 12.6 At the time of completion of the Contract, and if requested by the Departmental Representative/Project Authority, the Contractor shall provide an inventory of all Government Property relating to the Contract to the Departmental Representative/Project Authority.
- B13 Tuberculosis Testing**
- 13.1 It is a condition of this contract that the Contractor or any employee of the Contractor who require entry into a Correctional Service Canada Institution to fulfil the conditions of the contract, may at the sole discretion of the Warden, and upon reasonable grounds, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 13.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 13.3 All costs relating to such testing will be at the sole expense of the Contractor.

Appendix "B"
Supplementary Conditions
Consulting and Professional Services

B14 Permits And Licences

- 14.1 The Contractor is responsible for obtaining and payment of fees for all necessary permits or licences required for the performance of the services pursuant to this contract.
- 14.2 The Contractor is responsible for giving all necessary notices required by law, and complying with all laws, ordinances, rules and regulations relating to the services under this contract, including any applicable laws and regulations.

B15 Personal Articles

- 15.1 The Contractor, its officers, servants and agents, are authorized to introduce or bring onto the premises of a Correctional Service Canada facility; only very personal articles as approved by the Warden/Director or designate. In case of any doubt, the Contractor, its officers, servants and agents must obtain written authority from the Warden/Director or designate.

B16 Contraband

- 16.1 The Contractor shall ensure that all persons employed by it, directly or indirectly in the provision of services under this contract, are familiar with Corrections and Conditional Release Act, section 2.
- 16.2 Giving a prohibited item to an offender is strictly forbidden.
- 16.3 The Contractor, its officers, servants and agents shall not enter into any relationship and give or receive items to an offender. Such items include but are not restricted to the following: cigarettes, toiletry items, hobby items etc., drugs, alcohol, letters to or from inmates, money, weapons or items which could be used as a weapon.
- 16.4 Any person found responsible for providing prohibited objects or contraband materials to offenders will be subject to immediate removal from the institution and/or possible criminal charges.

B17 International Sanctions

- 17.1 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

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Supplementary Conditions
Consulting and Professional Services

Details on existing sanctions may be found at: <http://www.dfait-maecti.gc.ca/trade/sanctions-e.asp>.

- 17.2 It is a condition of this contract that the Contractor not supply to the Government of Canada any goods or services which are subject to economic sanctions.
- 17.3 By law, the Contractor must comply with changes to the regulations imposed during the life of the contract. During the performance of the contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

Appendix "C"
Terms of Payment
Consulting and Professional Services

C1 Payment

1.1 April 1, 2005 to March 31, 2006

Payment of \$100.40 per day (approximately 7 hours per day), up to a maximum of 249 days, for a sum not exceed \$24,999.60 for fees; will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority (Assistant Warden Correctional Programs, Fenbrook Medium Institution) or designated alternate with the appropriate signing authority.

1.2 April 1, 2006 to March 31, 2007

Payment of \$100.40 per day (approximately 7 hours per day), up to a maximum of 249 days, for a sum not exceed \$24,999.60 for fees; will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority (Assistant Warden Correctional Programs, Fenbrook Medium Institution) or designated alternate with the appropriate signing authority.

1.3 April 1, 2007 to March 31, 2008

Payment of \$108.43 per day (approximately 7 hours per day), up to a maximum of 249 days, for a sum not exceed \$26,999.07 for fees; will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority (Assistant Warden Correctional Programs, Fenbrook Medium Institution) or designated alternate with the appropriate signing authority.

1.4 Institutional Shutdown

In the event of an institutional shutdown of more than one (1) day, services may be suspended as per the Departmental Representative/Project Authority. The Departmental Representative/Project Authority will advise the Contractor when services are to resume. No remuneration will be paid during suspension of services.

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Terms of Payment
Consulting and Professional Services

1.5 Notification

1.5.1 The contractor shall be required to notify the Departmental Representative/Project Authority once the total billing-to-date has reached 75% of the fees portion of this agreement.

1.5.2 Said notification can be either verbal or written, however, verbal notifications must be confirmed in writing.

1.6 Each invoice is to specify:

- date of service,
- brief list of services performed,
- G.S.T. costs (if applicable) are to be identified separately,
- contract number,
- total costs of invoice.

1.7 Invoices will be mailed to:

TITLE: Assistant Warden Correctional Programs
ADDRESS: Correctional Service Canada
Fenbrook Medium Institution
P.O. Box 5000
Beaver Creek Drive,
Gravenhurst, Ontario
PIP 1Y2
TELEPHONE: (705) 687-1744

1.8 Goods and Services Tax

The Goods and Services Tax (GST) is excluded from the contract price. The Goods and Services Tax, to the extent applicable, will be incorporated into all invoices and claims and will be paid by Canada. The Contractor agrees to remit to Revenue Canada - Customs and Excise any GST that the Contractor receives from Canada pursuant to this contract. The Goods and Services Tax, to the extent applicable, shall be shown as a separate item on invoices. The invoice shall also include the Contractor's GST Registration Number.

Appendix "C"
Terms of Payment
Consulting and Professional Services

C2 Method of Payment

2.1 Payment by Her Majesty for the work shall be made within:

2.1.1 thirty (30) days following the date on which all of the work has been delivered at the locations specified in the contract and all other work required to be performed by the contractor under the terms of the contract has been completed;

or

2.1.2 thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract;

whichever is later.

2.2 If Her Majesty has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the Invoice" means an invoice contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

C3 Interest on Overdue Accounts

3.1 For the purposes of this section:

3.1.1 "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

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Terms of Payment
Consulting and Professional Services

- 3.1.2 "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 3.1.3 an amount is "due and payable" when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- 3.1.4 an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- 3.2 Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 3.3 Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
- 3.4 Canada shall not be liable to pay interest on overdue advance payments.

Appendix "D"
Statement of Work

WHEREAS HER MAJESTY IS DESIROUS of acquiring the services of Gravenhurst Home Hardware to provide Inmate Purchasing and Canteen services for the Fenbrook Medium Institution.

WHEREAS THE CONTRACTOR has agreed to perform the following services and in accordance with their proposal dated February 7, 2005:

D1 Statement of Work

- 1.1 To provide personnel to manage the Fenbrook Medium Institution Inmate Purchasing and Inmate Canteen services. Correctional Service Canada anticipates a requirement of approximately 35 hours of service per week (7 hours per day up to a maximum of 249 days per year). The estimated sales involving inmate purchases are expected to range between \$80,000.00 and \$100,000.00 per year. However, the exact amount shall depend totally on the number of inmate requests.
- 1.2 To co-ordinate inmate's orders for purchases and inmate "group" purchases. In addition, the Contractor shall co-ordinate Hobbycraft purchases through the Social Development Officer.
- 1.3 To be responsible for the training and management of inmate purchasing clerks who will be trained in the skills of ordering, invoicing, inventory control, record keeping, filing, computer inventory programs and ordering programs necessary to keep inventory records.
- 1.4 To post upcoming inmate purchasing clerk job opportunities through the Fenbrook Medium Institution Employment office. Applicants shall be interviewed by the Program Board. The Program Board has the final decision responsibility.
- 1.5 To provide a training program in the skills of a purchasing department including record keeping, inventory control, purchasing procedures, ordering procedures, customer service and related skills. Extensive training in the use of computers in Word and Excel to be emphasized.
- 1.6 The Contractor and the Contractor's staff shall practice the highest standards of customer service while operating an efficient, understandable and comprehensive inmate purchasing service to the Fenbrook Medium Institution offender population.
- 1.7 Inmate canteen workers shall be assigned to work at the canteen through the Employment Coordinator Office of the Fenbrook Medium Institution and in full consultation with the

Appendix "D"
Statement of Work

- Inmate Committee and the Inmate Canteen operators. Inmates will work a full 35 hour work-week where applicable.
- 1.8 The Contractor shall conduct regular "performance Evaluations" in the electronic system provided and shall post the inmate pay hours to the Inmate Pay clerk.
 - 1.9 A minimum of 2 inmate clerks shall be used in the Inmate Purchasing Program and a minimum of 3 in the Canteen operation.
 - 1.10 To provide on-site supervision during the regularly scheduled work week (Monday to Friday, 0800 to 1600 hours). Job training instruction shall be continuous and progressive in nature leading to increased skills and tasks suitable to the positions.
 - 1.11 To provide supervision of the Canteen operation consisting of overseeing the operation, receiving and forwarding inventory reports of the Canteen operation, monitoring the pricing of each canteen product for compliance with Correctional Service Canada policy. The Canteen supervisor shall ensure that only items on the "Approved List" are purchased by the Canteen operation.
 - 1.12 Correctional Service Canada shall pay directly for all costs associated with canteen items from the Inmate Welfare fund.
 - 1.13 The Contractor shall be expected to use any available Standing Offers for the purchasing of canteen items. All orders must be recorded within the Correctional Service Canada iProcurement system and approved by the Departmental Representative/Project Authority for reporting purposes. The Contractor agrees to use these available Standing Offers only when purchasing orders on behalf of the Fenbrook Medium Institution and for no other purposes.
 - 1.14 All canteen orders must be shipped to and received by the Stores Receiving Department for Fenbrook Medium Institution.
 - 1.15 Retail pricing shall be the objective of the Inmate Purchasing service.
 - 1.16 Shipping charges and/or handling fees will be charged to the inmate with no additional mark-up. The Contractor shall supply an updated "Suppliers List" for all suppliers in the service with all charges hi-lighted where applicable, and noting where retail prices are in effect.

Appendix "D"
Statement of Work

- 1.17 Hobbycraft shall be sourced from an "Approved List" of hobbycraft items. This list shall be developed by the Contractor and submitted to the institution for approval. Retail prices shall prevail.
- 1.18 The Inmate Purchasing service shall whenever possible, provide up-to-date catalogues that shall be commonly available to the inmate population and as requested by the Departmental Representative/Project Authority.
- 1.19 To provide continuous service in Inmate Purchasing and Canteen without interruptions for vacations or other reasons.
- 1.20 To develop a "Procedure Manual" including all procedures necessary to operate the Inmate Purchasing/Hobbycraft and Canteen service.
- 1.21 To meet with an Inmate Committee on a regular basis to facilitate communication throughout the inmate population.
- 1.22 To learn all computer programs in use in the service including the Canteen accounting system and the Inmate Purchasing accounting system, as revised from time to time; in order to be fully aware of all of the Purchasing systems in the office.
- 1.23 Supervision services to include health and safety instruction for Inmate Canteen Workers in the operation of the workplace and the safe and secure operation of the equipment provided.
- 1.24 To comply with all applicable policies, directives and instructions related to security and the health and safety of the workplace as directed by Correctional Service Canada.
- 1.25 The Fenbrook Medium Institution has many inmate groups such as the "Lifer's Group", the "Racial Harmony Group", etc. These groups will purchase through Inmate Purchasing and Inmate Purchasing shall provide for these requests. If a request is not feasible, Inmate Purchasing will advise the Institution of the reason.
- 1.26 The Contractor shall not sublet the premises, or any part thereof, nor use the same for any purpose other than that stipulated, nor make any structural alterations, without the written consent of Correctional Service Canada. No third party hired by the Contractor to make alterations will be permitted without prior approval of the Departmental Representative/Project Authority. The Contractor shall not sub-contract any or all of this

Appendix "D"
Statement of Work

agreement to any person or party without the express consent of the Departmental Representative/Project Authority.

D2 Evaluation

- 2.1 The Departmental Representative/Project Authority, acting on behalf of the Minister, shall supply, complete and distribute the Standard Evaluation Form during the last month of the contract period. The Contractor shall be allowed to review the completed evaluation and record any comments. Copies shall then be sent out to the Contractor, Departmental Representative/Project Authority and the Contracting Authority.

Appendix "E"
Security Requirements Check List
Consulting and Professional Services

E1 Protected Information - Document Handling and Safeguarding

1.1 In accordance with Contract Appendix "B" Supplementary Conditions B5 the Contractor may be permitted to remove DESIGNATED information on a TEMPORARY basis and to store or to create designated documents at his/her facility subject to the following safeguards:

- all documents or computer media e.g. diskettes, containing DESIGNATED information belonging to Correctional Service Canada must be stored in a locked filing cabinet at the Contractor's facility;
- no DESIGNATED information may be stored on the computer hard drive or be processed on a computer belonging to the Contractor, unless the computer is protected by a software program approved by the Department that automatically encrypts swap file and temporary file areas on that computer;
- the Contractor must remove any and all sensitive Correctional Service Canada electronic information that belongs to the Department or was processed in the completion of the contract, from any storage medium belonging to the Contractor or any of its agents. The sensitive Correctional Service Canada electronic information must be removed in a manner that complies with requirements of the Government Security Policy and associated Standards documents, for the removal of information of the sensitivity involved. Information on this can be obtained by contacting the Correctional Service Canada - Information Technology Security Coordinator at (613) 996-8300;
- no information provided by the Department is to be copied or retained by the Contractor, following the conclusion of this contract;
- all documentation produced or completed by the Contractor, which contains DESIGNATED information shall be labeled PROTECTED "B" in the upper right hand corner on the face of each page of the document;
- the Contractor will personally pick up and deliver all DESIGNATED information from and to the Departmental Representative/Project Authority;
- all notes, working papers, etcetera, that are related to the completion of this contract and that contain DESIGNATED information shall be returned to the Departmental Representative/Project Authority for disposal;

Appendix "E"
Security Requirements Check List
Consulting and Professional Services

- The Contractor shall not share or release any DESIGNATED information related to the completion of this contract with anyone, without the prior written authorization of the Departmental Representative/Project Authority;
- The Contractor shall ensure that all of its employees who are involved in this contract are completely aware of their security obligations related to the handling of Correctional Service Canada's DESIGNATED assets, as outlined in this Appendix.

THIS IS EXHIBIT B entered in
 on the affidavit of
Wilbur Hladus
 sworn before me this 1st
 day of December A.D. 18 2005
Janet Hladus
 A Commissioner & etc.

Janet Mary Stenith, a Commissioner, etc.,
 District Municipality of Muskoka, for the Government of
 Canada, The Correctional Services of Canada
 Expires January 6, 2008.

**Warden & Inmate Committee Meeting
 Fenbrook Institution
 13:00 hrs. - April 16, 2002**

Present:

Mike Provan	- Warden	Bill Appleton	- Inmate Chair
Bob MacLean	- Deputy Warden	Eddy LeBlanc	- Inmate Vice Chair
Dave Whitton	- AWMS	Kyle Baldock	- Inmate Secretary
Christine Beasley-Crisp	- Soc. Dev. Officer	D. Aubertin	- Inmate Treasurer
Charles Stickle	- Unit Manager	Vicki Penner	- Soc. Dev. Officer
Dona Rolston	-Assistant to AWPR, Recording Secretary		

Review Minutes from February 5, 2002 meeting - outstanding issues.

- CD - 345 Fire Safety** - in regards to the November 6, 2001 meeting with Ian MacMilan, ACTION: Annette Allan, Les Wilson, Charles Stickle & AWPR to meet and discuss new guidelines with respect to cell effects and fire hazards - ongoing.
- Disposal of Grease in the Ranges** - Inmate Lee Chapelle will be inmate representative. ACTION: Meeting scheduled for February 18, 2002. ACTION: Inmate Committee will try to put out a letter to the population re: disposal of Grease. This will be an ongoing issue as the population continues to change with newcomers.
- V & C food for weekdays.** Great Canadian Bagel supplied on weekends in the summer which was under a 6-month review. This has never been tabled as to whether they would supply for V&C during the week. ACTION: Inmate Committee to speak with UM of Granite Unit & TGCB, and other possibilities of accommodating special diet needs (diabetic meals). ACTION: B. MacLean to speak with V&C.
- Health Concern (Scabies)** regarding coats being used in V&C. W. Inglis, SIS reported that the coats are washed regularly in the institution and that the spread of scabies is not a concern. Inmate committee still has concerns over the frequency of cleaning and would like to be able to wear their own coats into V&C. ACTION: Annette Allen to have JOSH Committee re-visit this issue.
- Hardcopy of CD's, CCRA, CCRR and SOP for Inmates in segregation.** A. Allen advised that the computers are updated regularly and that if there is a problem with the computers, then the committee or segregation should advise Informatics of the problem. Library has maintained hard-copy sets, all other copies are electronic. Problem is that not everyone is computer literate. ACTION: B. MacLean to speak to B. Blimkie re an alternate plan. A. Allen to check on the ability to print CCRR and SOPs.
- Canteen Loans of \$30.00 for newcomers who arrive on Tuesday cannot purchase anything from Canteen until Thursday but Finance takes back what is not spent on Wednesday of each week.** ACTION: L. Broderick, AWPR and Finance to set up a process for the newcomers in regards to canteen purchases.
- PFV Cleaning** - the process that was established for cleaning PFV's is to be activated. Monday evening the PFV is empty. ACTION: C. Stickle to check into this.

AGENDA ITEMS:

1. Inmate Committee is to be the first line of intervention - the committee feels left out when information is being shared. I.e: Power Outage and Water Main Flushing (brown water). ACTION: M. Provan agreed to try to keep all informed in future.

2. COGEO TMN – Awaiting a firm quote for installation of The Movie Network from Ben Lawrence of Cogeo. **ACTION:** Inmate Committee to confirm all TV's go as high as channel 81. If so then they can keep channel 16 as IMTV and put TMN on 80 or 81. The Request for TMN has been approved by A/Warden Corinne Hagerman but because it exceeds the amount approved, G. Chatten needs to seek approval from Ottawa before proceeding. Finance wants to check the balances in the Inmate Committee funds to determine that all bills have been paid prior to commencing a change over. **UPDATE:** C. Beasley-Crisp reported that costs are \$7500 to bring the system in, \$229.99 for the Digital Box, approx. \$3,000 for taxes and wiring which would result in \$4.99/outlet (based on 428 outlets regardless that we use only 380). G. Chatten had estimated 380 inmates for this. **ACTION:** D. Whitton to check with G. Chatten to see if there are funds for this now. C. Beasley-Crisp to look into the costs for Express View Satellite dish/signal.
3. Updated sheets on range policies – C. Stickel has sent out a message again to the Unit Managers (last week) stating that visiting is not to occur in the back rooms but to take place in the common room unless approved by the Unit Manager for a justifiable reason. **ACTION:** C. Stickel is currently awaiting a response from the Unit Managers and he will schedule a meeting to discuss this next week.
4. Definition of Social Policy - FMI does not have group socials. Socials are organized for the inmate population as a whole. The Inmate Committee and Social Development organize these. Special events are specific to particular groups and do not include outside visitors except in the case of a guest speaker. This is particular to FMI as we have a higher number of inmate groups and the limitation of staff and space to facilitate anything different. **ACTION:** Inmate LAN does not indicate this and is to be corrected. In regards to volunteers attending – management will meet to discuss and advise later this date.
5. Canteen relocation of vending machine – Inmate Committee suggested that under utilized machines be placed into V&C area and converted to accept cash or POS system. VRB was in favour of this recommendation. Also requested that a set of machines be place in Segregation for inmates placed there. **ACTION:** M. Provan will look into the viability of this suggestion.
6. Home Hardware – Canteen Operator – has resigned. There will be no purchasing for a period of time until a new person has been placed in this position. Social Development officers offered to take back Hobbycraft purchasing. **ACTION:** M. Provan will take this under advisement.
7. Canteen hours of operation – for the time period, canteen will be open on the Thursday and Friday of Canteen week. Bulks for cards, ice cream, etc. will continue as per usual until G. Chatten's return next week. At that time there will be a meeting to discuss what impact changes will have and what will need to be done.
8. Inmate Committee requested that the Inmate Pay Clerk be available for Canteen Thursday afternoons of pay week to field questions about pays. Currently the Inmate Committee is having 20 – 30 inmates with questions regarding their pay each pay period. **ACTION:** C. Stickel will look into the feasibility of this with the Inmate Pay Clerk.
9. The Inmate Committee asked why the Warden's approval is required for long weekend events and other social development activities organized by the committee. The Warden stated that this is done to ensure all areas are covered and addressed in regards to the safety of the institution and that all areas are informed/prepared for the event/activity. He suggested that the Inmate Committee prepare a list of proposed items/events for a period of time to facilitate approval of activities.
10. Health and Hygiene items within the \$90 Canteen allowance – the Inmate Committee wanted

clarification on whether Health & Hygiene items are included or are not included in the current allowance. Perception is that it is being taken out of the \$90 Canteen allowance. ACTION: C. Stickel to look into this with finance.

11. Food Services Card for the Inmate Committee – to purchase coffee and supplies, to eliminate the need for raising a purchase order each time. ACTION: D. Whitton to speak with P. Colles and G. Chatten to investigate and determine parameters.
12. Baseball Field – C. Stickel spoke with Max Shire who believes that the field needs to be addressed. ACTION: D. Whitton to follow up with Max Shire on time lines to repairing the field .
13. Emergency lights in all the washroom areas as it is dangerous to use these during power outages. ACTION: Bob MacLean to look into options ie: flashlights/rechargeable.
14. Access to Phone List – such as I/M Greivance Co-ordinator, I/M Pay, Finance, POS, etc. Also would like a direct line between Canteen storeroom and the Inmate Committee Office. ACTION: Inmate Committee to prepare a list and submit to Social Development. D. Whitton to speak with Pam Gray.
15. Committee office after hours – Currently the Inmate Committee office is open from 08:00 – 20:00 hours. L. Broderick stated that no games are to be played in the committee office. Committee members play board games such as Dungeons & Dragons during slow periods of time at night. Warden stated that there is a draft policy currently tabled for consultation "Policy for the Use of the Inmate Committee Office" and the committee will be allowed to comment on this draft policy.
16. Knives issued to the Units – SIS issue of items – special diet kits is to be reassessed. ACTION: B. MacLean is looking into this matter.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, May 7, 2002 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Mike Provan Date:
Warden

William Appleton Date:
Inmate Chairperson

DISTRIBUTION: All FMI and Shared Services Staff

as is Exhibit C entered
in the affidavit of

Willie Gladu
sworn to before me this 1st
day of December A.D. 2005

Janet Strength
A Commr & etc

Janet Mary Strength, a Commissioner, etc.,
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada.
Expires January 8, 2008

**Warden & Inmate Committee Meeting
Fenbrook Institution
13:00 hrs. - May 7, 2002**

Present:

Bob MacLean	- A/Warden	Willie Gladu	- AWPR
Len Mainville	- Soc. Dev. Officer	Eddy LeBlanc	- Inmate Vice Chair
Annette Allen	- AWMS	Bill Appleton	- Inmate Chair
Scott Tempest	- Unit Manager	D. Aubertin	- Inmate Treasurer
Charles Stickel	- Unit Manager	Christine Beasley-Crisp	- Soc. Dev. Officer
Dona Rolston	-Assistant to AWPR, Recording Secretary		

Review Minutes - outstanding issues.

- CD - 345 Fire Safety - in regards to the November 6, 2001 meeting with Ian MacMilan. **ACTION:** Annette Allan, Bill Appleton, Charles Stickel & AWPR to meet on Thursday May 9, 2002 and discuss new guidelines with respect to cell effects and fire hazards - ongoing.
- V & C food for weekdays. Great Canadian Bagel supplied on weekends in the summer which was under a 6-month review. This has never been tabled as to whether they would supply for V&C during the week. Consulted with TGCB and V&C staff, TGCB does not have a problem with this, but concerns with V&C in coordinating this as Monday - Friday they do not have the staff to accommodate this. **ACTION:** Inmate Committee to look into some alternative solution(s) with C. Stickel.
- Health Concern (Scabies) regarding coats being used in V&C. W. Inglis, SIS reported that the coats are washed regularly in the institution and that the spread of scabies is not a concern. Inmate committee still has concerns over the frequency of cleaning and would like to be able to wear their own coats into V&C. A. Allen followed up with SIS and V&C and reported that V&C calls SIS when the coats are used and need to be cleaned. **ITEM COMPLETED.**
- Hardcopy of CD's, CCRA, CCRR and SOP for Inmates in segregation. A. Allen advised that the computers are updated regularly and that if there is a problem with the computers, then the committee or segregation should advise Informatics of the problem. Library has maintained hard-copy sets, all other copies are electronic. Problem is that not everyone is computer literate. Informatics is updating Segregation as updates are received. Non-computer literate inmates can request copy from the Library and illiterate/blind inmates cases will be handled on an individual basis.
- Canteen Loans of \$30.00 for newcomers who arrive on Tuesday cannot purchase anything from Canteen until Thursday but Finance takes back what is not spent on Wednesday of each week. **ACTION:** L. Broderick, AWPR and Finance to set up a process for the newcomers in regards to canteen purchases. A meeting is schedule for next week (May 12-17th) with G. Chatten, L. Mainville and the I/M committee.
- PFV Cleaning - the process that was established for cleaning PFV's is to be activated. Monday evening the PFV is empty. Cleaner is now hired. **ACTION:** C. Stickel to action/follow-up on and provide B. MacLean with a schedule of when the cleaner works. **ITEM COMPLETED.**
- Updated sheets on range policies - C. Stickel has sent out a message again to the Unit Managers (last week) stating that visiting can occur in the inmate's room with the Unit Manager's approval. **ITEM COMPLETED.**
- Definition of Social Policy - FMI does not have group socials. Socials are organized for the inmate population as a whole. The Inmate Committee and Social Development organize these. Special events

are specific to particular groups and do not include outside visitors except in the case of a guest speaker. This is particular to FMI as we have a higher number of inmate groups and the limitation of staff and space to facilitate anything different. ACTION: Inmate LAN does not indicate this and is to be corrected. In regards to volunteers attending – management will meet to discuss and advise later this date. ACTION: L. Mainville to amend the I/M LAN to publish the policy.

- Canteen relocation of vending machine – Inmate Committee suggested that under utilized machines be placed into V&C area and converted to accept cash or POS system. VRB was in favour of this recommendation. Also requested that a set of machines be place in Segregation for inmates placed there. The Warden is not prepared to re-locate these machines at this time as there is a significant cost to change to cash & POS.
- Home Hardware – Canteen Operator – has resigned. There will be no purchasing for a period of time until a new person has been placed in this position. W. Gladu does not recommend that Social Development take over Hobbycraft purchasing. Social Development officers are to provide assistant with particulars for the inmate purchase but actual purchase is by Canteen Operator. S. Purdon advised that a new canteen operator has been hired and inmate purchasing will be up and running. ITEM COMPLETED.
- Canteen hours of operation – for the time period, canteen will be open on the Thursday and Friday of Canteen week. Bulks for cards, ice cream, etc. will continue as per usual until G. Chatten's return next week. At that time there will be a meeting to discuss what impact changes will have and what will need to be done. ACTION: A. Allen to advise G. Chatten to meet with I/M Committee re: bulks.
- Inmate Committee requested that the Inmate Pay Clerk be available for Canteen Thursday afternoons of pay week to field questions about pays. Currently the Inmate Committee is having 20 – 30 inmates with questions regarding their pay each pay period. ACTION: W. Gladu will leave current system in place and will monitor. Any serious case to be brought to L. Mainville who will seek information from C. White. W. Gladu will track next 3 pay periods in regards to errors/complaints.
- Health and Hygiene items within the \$90 Canteen allowance – the Inmate Committee wanted clarification on whether Health & Hygiene items are included or are not included in the current allowance. Perception is that it is being taken out of the \$90 Canteen allowance. C. Stickel received policy that the \$4.00 is included in the \$90.00 canteen allowance. ACTION: C. Stickel to provide the committee with a copy of the policy.
- Baseball Field – C. Stickel spoke with Max Shire who believes that the field needs to be addressed. ACTION: Plans to put a low chainlink fence to curtail the traffic, dig out the area and relevel and aereate, instal warning back-up and seed in the fall and to be presented to IMM next week. There will be work for several offenders in the project.
- Emergency lights in all the washroom areas as it is dangerous to use these during power outages. ACTION: The institution will purchase rechargeable units once the budgets are in place.
- Access to Phone List – such as I/M Greivance Co-ordinator, I/M Pay, Finance, POS, etc. Also would like a direct line between Canteen storeroom and the Inmate Committee Office. ACTION: Meeting with Inmate Committee was held and it is now going to consultation to be finalized at the next IMM.
- Committee office after hours – Currently the Inmate Committee office is open from 08:00 – 20:00 hours. L. Broderick stated that no games are to be played in the committee office. Committee

members play board games such as Dungeons & Dragons during slow periods of time at night. Warden stated that there is a draft policy currently tabled for consultation "Policy for the Use of the Inmate Committee Office" afterwards the committee will be allowed to comment on this draft policy.

- Knives issued to the Units – SIS issue of items – special diet kits contain knives as part of issue, this to be reassessed. ACTION: B. MacLean is looking into this matter.

AGENDA ITEMS:

1. COGEO TMN – Awaiting a firm quote for installation of The Movie Network from Ben Lawrence of Cogeo. ACTION: Inmate Committee to confirm all TV's go as high as channel 81. If so then they can keep channel 16 as IMTV and put TMN on 80 or 81. The Request for TMN has been approved by A/Warden Corinne Hagerman but because it exceeds the amount approved, G. Chatten needs to seek approval from Ottawa before proceeding. Finance wants to check the balances in the Inmate Committee funds to determine that all bills have been paid prior to commencing a change over. UPDATE: C. Beasley-Crisp reported that costs are \$7500 to bring the system in, \$229.99 for the Digital Box, approx. \$3,000 for taxes and wiring which would result in \$4.99/outlet (based on 428 outlets regardless that we use only 380). G. Chatten had estimated 380 inmates for this. ADCA has agreed that this can be done. ACTION: W. Gladu is prepared to meet with the Cogeco representative & I/M Committee. L. Mainville to arrange this meeting.
2. Inmate Committee requested an additional computer/printer for the Inmate Committee office. Advised that there is no computer/printer to release at this time. Inmate Committee suggested that they purchase a printer and supplies for the office and be responsible for operating repairs/supplies. ACTION: Inmate Committee to submit a proposal on printer purchase and supplies to L. Mainville.
3. Temporary Guidelines for Drives – the Committee is looking for direction, what are the rules of engagement/scope of this. ACTION: L. Mainville is currently reviewing the drive policy as to what items are acceptable to use for a drive ie: Lifer's Christmas drive, Asian food drive.
4. Canteen Inventory Spreadsheet – Inmate Committee is having difficulty in getting it in order, ie: Finance needs versus Inmate Committee's need to keep it simple. Items are currently grouped by pricing units. ACTION: A. Allen to discuss this with G. Chatten. Would like sales inventory from POS System for bi-weekly reports. ACTION: W. Gladu will add to the agenda for his meeting. Committee would like to request that extra hours are needed for the canteen worker to complete his work and that he will require access to the back area to do so. ACTION: W. Gladu will send the request to D. Fletcher, CCO for approval.
5. Inmate Garden Plots – 50 plots are allocated. Although in past there has been more interest than the number of plots, this year only 22 have expressed interest. W. Gladu recommended that a lottery was not necessary this year and that the inmate can have the plot he held last year. The inmate has to pay for tilling, composting and fertilizing. ACTION: Inmate committee to develop a proposal for assigning these in the future.
6. Vitamin E on Canteen list – there are no concerns expressed from D. Fletcher for the sale of this.
7. Longer cables are required for segregation so that the library books currently being used can be returned to the library.
8. Agenda items – Willie Gladu requested items be received one week in advance of a meeting so that appropriate responses can be given at a meeting.

9. Inmate Committee requested that the Upper Loop be open until 21:00 hr. (daylight savings time).
ACTION: B. MacLean will get back to the Inmate Committee on this item.
10. Inmate purchased computer from Inmate Purchasing and due to the network card that is factory installed in it, he is now expected to pay the \$80.00 to ship it back to have the card removed. Inmate has been waiting since November for this item. **ACTION:** A. Allen will look into this with Informatics and report to W. Gladu who will advise outcome.
11. Victoria Day/Canada Day/Labour Day - long weekend proposal has been approved in principle.
ACTION: Inmate Committee to provide a detailed costing for these events.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, June 4, 2002 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Mike Provan Date:
Warden

William Appleton Date:
Inmate Chairperson

DISTRIBUTION: All FMI and Shared Services Staff

THIS IS CERTAIN 0 e111100 r
in the affidavit of

Willie Gladu

sworn before me this 1st

day of December A.D. 19 2005

Janet Strangh

A Commissioner & etc.

Janet Mary Strangh, a Commissioner, etc.,
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada
Expires January 6, 2008

**Warden & Inmate Committee Meeting
Fenbrook Institution
13:00 hrs. - March 4, 2003**

Present:

Bob MacLean	- A/Warden	Dona Rolston	- Recording Secretary
Len Mainville	- Soc. Dev. Officer	James Arroyo	- G unit Rep
Bill Smith	- Inmate Chair	Dave Fiorino	- F unit Rep
Andre Pellicione	- Inmate Secretary		

AGENDA

1. Problems with receiving personal property through A&D. Specific examples given to Bob MacLean, who will speak with A/CCO Scott Ritchie about the issues. Inmate Committee were advised that there will be some changes made to the Inmate Handbook to streamline it. Committee expressed concern over the value of items an inmate has when being recorded on 514's. Advised that the inmate should be present when items are being valued/recorded by A&D.
2. The Home Hardware contract for Inmate purchasing/canteen will be considered after direction is received from the D.C. as to how Canteen/Purchasing is to be handled. Currently Ontario is the only area that does not have this done by Stores/Procurement. A review is underway and it is expected that a direction will be forthcoming after the RMC March meeting and at that time it will be determine whether this contract will be continued, amended or terminated. All are in agreement that Equinox system be used and this will be implemented in the new fiscal year although there will not be any physical changes happening with this implementation. The hours of canteen/purchasing operation will be changed to include evening hours.
3. Disposable Cameras for PFV's - Committee was advised to submit a proposal for consideration.
4. Program facilitators - In the new fiscal year these positions will be funded, 2.5 additional teachers and 2 CPO's and funds directed to these positions and not spent elsewhere. Willie Gladu will advise the Committee once he knows the new budget figures. In response to the Committee's request to "hold" seats in programs for Lifers, Willie Gladu advised that there is already in existence a clear and equitable program for establishing a waiting list for programs and a decision has been made not to "hold" seats for any particular group. W. Gladu will follow up on revocations and program protocol with A/UM, Ian Burns.
5. George Brown College, Training Program - FMI made a \$217K submission to RHQ for the introduction training for framing, masonry and dry-walling and were turned down. Willie Gladu has requested direction from the Regional EEP in regards to funding so as to be better able to secure funds in the future.
 - WHMIS computer assisted training will be located in the employment area, has yet to be installed and Willie Gladu has asked Informatics to give this installation priority.
 - Fork Lift Training - priority to staff, then inmates who are using this equipment as part of their job, and then to inmates who are soon to be released, then to the general population. This will be advertised through the employment office when there is availability of seats.
6. Committee expressed concerns over new protocol for knife return at 9:30 pm. or lose visits for a week. Bob MacLean suggested that the Inmate Committee should talk to the Unit Correctional Supervisors.
7. Committee requested that there be Program screening of an inmate upon his arrival to eliminate

cancellation or Parole postponement. Willie Gladu advised that this would not be consistent with standards for screening as laid out in program standards and he will not develop a screening criteria. He will look into an individual case, review it and respond to the Committee where needed.

8. Seized Inmate Computers – Currently there is a moratorium on these and are awaiting a decision expected to be forthcoming in March.
9. Phone Access to CSC staff – The list was reviewed and names updated. Bob MacLean advised that no additional numbers will be added at this time. Bob MacLean will provide a copy to the Inmate Committee after revisions are done.
10. Inmate Committee submitted a proposal i.e. cell layouts for consideration.

Information Item – Willie Gladu advised that when a Shop Instructor is absent and the inmates does not work then there is no pay as per sec. 2. below and has put out a memo to all staff to stop the practice of paying inmates when they have not worked. This is effective first pay period of the new fiscal year. Item 45 of CD 730 states;

- In the event of a shutdown, inmates shall normally receive regular pay in the following manner:
- a. Where the shutdown is not the result of any action on the part of the inmate population or where some inmates have not participated in an inmate-caused shutdown:
 - (1) a full day's pay for each day of closure providing the inmates participate in their program assignment for a portion of each day;
 - (2) one-half day's pay per day if the inmates do not participate in their program assignment for a portion of each day of closure;
 - (3) where only a portion of the program assignment has been shut down, pay adjustments will reflect only the period of shutdown.
 - b. If the inmate is directly responsible for a shutdown, or has been clearly identified as participating in a group action that has resulted in a shutdown, no pay shall be awarded for the entire period of closure."

Roundtable

It was asked if Psychologists are allowed (legally?) to video tape their interviews. Bob MacLean advised that he will look into this and get back to the Committee.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, April 1, 2003 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Mike Provan Date:
Warden

Bill Smith Date:
Inmate Chairperson

DISTRIBUTION: All FMI and Shared Services Staff

THIS IS CERTIFICATE E

in the affidavit of

Willie Gladu

Sworn before me this 1st

day of December A.D. 10 2005

Janel Atterough
A Commr & etc

Janel Mary Atterough, a Commissioner, etc.
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada
Expires January 8, 2006

**Warden & Inmate Committee Meeting
Fenbrook Institution
13:00 hrs. - October 10, 2003**

Present:

Bob MacLean	- Warden	Nick Smirlw	- Inmate Chair
Doug Fletcher	- CCO	Azmathullah Zahid	- E Unit Rep
Annette Allen	- AWMS	Dave Fiorino	- F Unit Rep
Val Whitton	- UM F Unit	James Arroyo	- G Unit Rep
Bob Healey	- A/Project Mgr.	Gilles Morin	- H Unit Rep
Fred Sheward	- CAC Representative	David Turner	- Inmate Secretary
Dona Rolston	- Recording Secretary		

AGENDA ITEMS

1. Inmate Photographer - The committee is to submit a proposal requesting permission for and inmate photographer and the use of cameras. W. Gladu will check into the policy and will advise on the proposal.
2. Computers - individual cases are not to be discussed at Inmate committee meetings.
3. Interpretations of CD 90 - Need clarification on CD 90 Personal Property of Inmates, Paragraph 20 - how many cigarettes are they allowed (3) x \$57.00 exceeds \$90.00 in the cell ceiling. Management would like clarification as well. Willie Gladu will follow up on this and advise the committee.
4. Home Hardware Contract - Inmate Committee is under the impression that this personal service contract is being reviewed by Regional Level. W. Gladu clarified Region's involvement with reviewing the contract for Inmate Canteen and Purchasing. Region is looking into the potential of this style of service into expanding it to other facilities and not into removing it from the site. W. Gladu has agreed to discuss with the Inmate Committee certain aspects of the Home Hardware contract specifically to the percentage of surcharges but advised that they would not be privy to the compensation portion of the contract.
5. Update on Christmas Social - Original proposal sent was for the approval in principal. Further discussions are required and the Committee would like to meet with all parties involved. Meeting to be set up through Bob Healey. No minutes will be recorded at these meetings as they are informal in nature.
6. Recurring Concern over Tattooing - Willie Gladu commented on the inherent risks for personal health, indebtedness CSC and this institution does not condone this activity. If tattooing continues as it does at present, then Hobbycraft activities will be curtailed to reduce the availability of ink for this activity. The Committee was asked to inform the population and thereby have the opportunity to reduce tattooing on their own before hand.
7. Stereo, Radios, TV's in PFV- what is the procedure when these are defective. Inmate Committee was advised to meet with Unit Manager, Val Whitton who is responsible for V&C area to discuss their ideas.
8. Donations of Toys to PFV and V&C by the Inmate Committee - Val Whitton stated that donations have been approved from staff and the Inmate Committee and are to be given to V&C officers who will ensure they meet safety requirements and are in good shape. Committee asked if the Inmate Committee purchases toys do they have to do so through Home Hardware. Val Whitton suggested this be brought

up at the next Visit Review Board.

9. Vending Machines from the Units - where have the funds from the sale of these gone. A. Allen advised that these machines are for disposal and the institution does not see the funds from the sale of these items. A. Allen will clarify the ownership of these items with the Chief of Procurement and advise the committee.
10. Mail Delivery in Units - if the person who is responsible for receipt of the mail is not here, then mail is not delivered. Is there a back-up plan for when there is a staff absence? Bob MacLean assured the Committee that in future there would be no disruption in mail service
11. Meat Scandal at other Institutions - Inmate Committee distributed a copy to all ranges. Currently a multi-level investigation into this item. An issue arose when a range shopper tried to return questionable product and could not do so. A. Allen will look into this situation.
12. Fan Repairs - new switches have been order through Works department and have not been received to date. A. Allen will determine the status with the relevant departments.
13. Committee would like to know status of several proposals that are currently in circulation. D. Rolston will advise the committee next week of the status of these proposals.
14. V&C Vending Machines - Val Whitton addressed the purchasing of these type of machines for the committee. They are cost prohibitive for the Committee to purchase and advised that the product provided in the machines can be changed to reflect some of the items they would like to have i.e. Cup of soup, etc. The Committee is advised to prepare a letter requesting a product list from the Vending Company. It has to be worth the Vending Company's while to put product in that will sell and in a timely fashion. The IWF has to negotiate with the vendor in consultation with V. Whitton. The institution does not have to provide food for visitors. Individual inmate requests for special dietary needs are to be assessed on an individual basis submitted to V. Whitton.
15. Dishes on the Ranges and the disappearance of these in Horizon. The Committee suggested that the Range workers cannot be expected to ensure these items are not being taken. B. MacLean reiterated that the philosophy of Fenbrook is that we work together in this manner.
16. Laundry Soap - being delivered in small bags. At BCI inmates receive two bags of soap in their mailbox each week. Can this process be implemented here at FM1? V. Whitton suggested that the Laundry Worker process be revisited to measure effectiveness. B. MacLean concurred. Other cleaning products were cutbacked without consultation with the Inmate Committee. A. Allen will look into this.
17. Cleaning of screens - The Inmate committee was advised from Works Department that the screens would not be cleaned until next year. Committee would like this done sooner. A. Allen will follow up on this item.
18. Pill Parade is not running effectively. Inmates are missing classes/programs. Bob MacLean will follow up on this.
19. The Institutional Composter will be operational by the end of the month. Annette Allen requested that we get back into on-site source separation. J. Sutey has requested an inmate committee group to help advise on how we can reduce our impact on the environment. This could have the potential of some jobs for the inmates. Committee requested the potential for purchasing compost for the gardens and were advised to submit a proposal and also the potential of getting compost from BCI.

20. New PFV's when will the sprinkler system be fixed to allow for their use. A. Allen will advise of the status of this. She is awaiting the final report on this.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, November 4, 2003 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Bob MacLellan Date:
A/Warden

Nick Smirlw Date:
Inmate Chairperson

DISTRIBUTION: All FMI and Shared Services Staff

THIS IS EXHIBIT F referred to
 in the affidavit of
Willie Gladu
 sworn to before me this 1st
 day of December A.D. 2003
Janet Strength
 A. Commr. & etc.

Janet Mary Strength, a Commissioner, etc.
 District Municipality of Mackinac, for the Government of
 Canada: The Corporal Services of Canada.
 Expires January 5, 2008.

**Warden & Inmate Committee Meeting
 Fenbrook Institution
 13:00 hrs. -- December 2, 2003**

Present:

Willie Gladu	- A/Warden	James Arroyo	- G Unit Rep
Annette Allen	- AWMS	Nick Smirnow	- Inmate Chair
Doug Fletcher	- CCO	Azmarhullah Zahid	- E Unit Rep
Bob Healey	- A/Chief of Programs	Gilles Morin	- H Unit Rep
Dona Rolston	- Recording Secretary	David Turner	- Committee Secretary

AGENDA ITEMS

1. Swing Set in the V&C Area - Committee had requested in the summer time, the purchase of playground equipment to be installed in the V&C area. The Warden has decided that the liability is too great and therefore is not prepared to authorize this. AWMS presented a catalogue of items that are currently built according to guidelines and installation and even an item such as a sandbox is \$2000.00 and therefore cost prohibitive. The Institutional Heads are personally liable for any accidents that may occur. Conversely there is agreement to purchase small equipment.
2. Request that Inmate Greg McMaster act as "Santa Claus" for children visiting V&C on weekends beginning the 13th of December. He is to suit up in the Lifer's Office, Inmate Committee would provide pre-wrapped candy canes for him to give out, the parent(s) would provide permission for the child(ren) to receive candy. This has not been done at this site before. CCO D. Fletcher stated that he had no issues with this inmate performing the role. Inmate Committee to submit this proposal to W. Gladu who will ensure that this is consistent with what was discussed and approved in principal.
3. Luxury Items not available at FMI but are available at other institutions - i.e. items like shrimp rings, smoked oysters. W. Gladu stated that the management team at FMI has developed a conservative view as to what is a luxury item. In the absence of a list from RIHQ it remains the Warden's discretion and he does not want the community perception to be one that FMI has inmates having it better than individuals in the local community.
4. Extra Floor Mats for the ranges for shoe and boot storage to be made available during the winter time as cardboard is no longer an option for putting their wet footwear on. A. Allen will speak with Chief of SIS to see what is available and will advise the committee accordingly. It is understood these are to remain in the common area only.
5. Length of time in having a phone number added to inmate's approved calling list - in some cases this has been up to 4 weeks to have it completed. Explanation by CCO that it is stamped at each department and it is the Preventive Security Department's guideline to have these done within 5 days of receipt. W. Gladu suggested that clarification be obtained on the process, CCO, D. Fletcher to inquire how each Unit is processing these applications and advise the committee. B. Healey requested that the P.O.'s be informed of the process once obtained.
6. FMI Secure Range Proposal in Horizon Unit - a discussion has been held and all were in favour of the proposal. UM S. Tempest still to consult with Unions with implementation to follow.
7. Hobbycraft Purchases - Inmate Chair to forward to administration the concerns regarding the purchase of hobbycraft items that have been purchased through Home Hardware.
8. Price increases in Food Services - sausage and cottage rolls have had significant increases in price. Inmate Committee expressed concern over these increases. W. Gladu suggested that the Inmate

Committee speak with Food Services, Bob Morandin to get an explanation. A. Allen will also follow-up on this item as well with Food Services.

9. Certain items not being allowed into Institution through A&D - within the 30 day period (i.e. teflon frying pans). Rule is that if it is supplied by the institution it is not allowed or if it is identified as not allowed. Non-stick fry pans appear to be not allowed even though this item can be purchased through Inmate Purchasing. Hygiene items of a sundry nature and food are not allowed in the 30 day window period; the rationale being that this is to assist in cutting down the entry of contraband items into the institution. These types of items are available through canteen.
10. Mr. MacLean spoke to the Independent Chairperson re: a meeting with the Inmate Committee and he has expressed that he would like to see an agenda prior to the meeting. Mr. Cruickshank will not talk about any specific case but is willing to speak to the Committee about general items. It is now up to the Inmate Committee to prepare an agenda and submit to the CCO to forward to the Independent Chairperson, J. Cruickshank.
11. Laundry rooms remain closed in Falcon Unit. Falcon Unit does have two laundry workers presently and if there are still problems with this they are to speak with the Unit Manager.
12. Pill Parade - B. MacLean unavailable to provide response. To be tabled at the next meeting.
13. Status of the Environment Committee - The committee had its first meeting this date and inmate group committee will be schedule to meet with the members in January '04. The committee indicated that they did not want to miss any opportunity for jobs for inmates.
14. New PFV's status - A. Allen indicated that the corrective action work is being contracted out and she will get back to the committee as to the specific date that it will be completed.
15. Information Item - A. Allen - re garbage trams - inmates are riding around the institution on the tram. Inmates are not permitted to ride on the cars, platform or hanging on the back. This will apply to all vehicles within CSC. A copy of the memo was given to the Inmate Committee by A. Allen. All supervisors have been informed as well.
16. Next meeting is scheduled for January 6, 2004 at 13:30 hours.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, January 6, 2004 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Willie Gladu
A/Warden

Date:

Nick Smirnov
Inmate Chairperson

Date:

DISTRIBUTION: All FMI and Shared Services Staff

MS IS EXHIBIT G entered

in the affidavit of

Willie Gladu

sworn before me this 1st

day of December A.D. 18 2003

Janet Strength
A Commr & etc

Janet Mary Strength, a Commissioner, etc.
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada.
Expires January 6, 2008

**Warden & Inmate Committee Meeting
Fenbrook Institution
13:00 hrs. – January 6, 2004**

Present:

Willie Gladu	-AWCP	Mike Provan	- Warden
Annette Allen	-A/ AWMS	Nick Smirnow	- Inmate Chair
Doug Fletcher	- CCO	Gilles Morin	- H Unit Rep
Debbie Bennies	- Recording Secretary	Fred Steward	-CAC

NEW AGENDA ITEMS

1. **Adding "Bottled water" to Canteen-** proposal submitted, not supported by Warden because the request was to sell out of the committee office. Approved to add to canteen list only.
2. **Procedure for adding "1-800" numbers to approved list in Units-** would like to add Revenue Canada and Privacy Commission to list. It was noted that this is a nationally established list. Action: D. Fletcher will follow-up with Region on procedure for adding to list.
3. **Possibility of having something other than "hamburgers & hotdogs" at future socials-** Discussion Only- M. Provan advised that he would consider all proposals as long as they were not viewed as luxury items. Community perception and community standards will apply to all decisions.
4. **Inmate notification of visitors-** lengthy period of time between when visitors arrive and inmates are notified, resulting in shorter visiting time. V&C phones the Units, however, Unit staff are not always able to track down the inmate, in some cases the wrong inmate is notified. This has been an issue on and off for a period of time. The use of the PA system is not recommended. Issue raised as to whether names can be posted informing inmates that they have a scheduled visit. Action: D. Fletcher will check practices of Health Care and Units on posting of names.
Action: Annette will look into privacy issues
5. **Union Stickers-** complaints received from inmates regarding union stickers all over the Institution, especially in the Units. Inmates feel that they are being put in the middle, this is causing tension. Action: Inmate Chair will send letter to Warden expressing concerns on behalf of the population.

PREVIOUS ACTION ITEMS & UPDATES

1. **Extra Floor Mats** – some pricing on boot trays received. Action: Annette will verify with SIS if purchase has been made.

2. **Length of time in having a phone number added to inmate's approved calling list** - in some cases this has been up to 4 weeks to have it completed. Explanation by CCO that it is stamped at each department and it is the Preventive Security Department's guideline to have these done within 5 days of receipt. W. Gladu suggested that clarification be obtained on the process, CCO, D. Fletcher to inquire how each Unit is processing these applications and advise the committee. **Update:** D. Fletcher advised that there is no consistent approach to handing in requests in the Units, some are going through the Clerk, while others through the P.O.'s. Security attempt to process in 5 days when received, however, Inmate Chair noted that no notification being received by inmates as to whether cleared/not cleared and that they have no proof of when it was submitted.
Action: D. Fletcher will check with Preventive Security on procedures, copy of the original request should be returned to inmate advising whether approved or not.
Action: D. Fletcher will send suggested guidelines to the Units.
3. **Hobbycraft Purchases** - concerns regarding the purchase of hobbycraft items that have been purchased through Home Hardware. **Update:** W. Gladu forwarded to D. McNeil. Reviewed, purchasing consistent with police and practice. Copy of response provided to Inmate Chair.
Action: Inmate Chair will discuss further with D. McNeil
4. **Pill Parade** - B. MacLean unavailable to provide response. **BF.**
6. **Status of the Environment Committee** -. Meeting scheduled for January 20th @ 1:00 p.m.
7. **New PFV's status** -. PFV's have been cleared for use by Public Works. SIS needs to do a detailed inventory before they can be officially opened. Staffing issue involved. **BF**
8. **Selling laundry soap through H & H instead of regular canteen**- prior discussion with A. Allen and C. Wherry regarding possibility of adding sunlight laundry soap to Health & Hygiene allowance. This proposal will help to eliminate hoarding of Institutional laundry soap. W. Gladu advised proposal forwarded to Region. No response received to date. H & H is a National list. **Action: Willie will follow-up with Region.**
9. **Fan repair**- Annette advised that SIS is doing what they can with resources available. Inmate that does appliance repair maybe able to assess fans. **Action: Annette will discuss with SIS regarding priority and come up with an action plan.**

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, February 10, 2004 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Mike Provan Date:
Warden

Nick Smirnow Date:
Inmate Chairperson

THIS IS EXHIBIT H entered as

in the affidavit of

Willie Gladu

sworn before me this 1st

day of December A.D. 2005

Janet Strength
A Commr & etc

Janet Mary Strength, a Commissioner, etc.,
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada.
Expires January 6, 2008.

**Warden & Inmate Committee Meeting
Fenbrook Institution
13:15 hrs. – April 6, 2004**

Present:

Willie Gladu	-AWCP	Len Mainville	- Co-ord Personal Devel.
Annette Allen	-A/ AWMS	Nick Smirnow	- Inmate Chair
Rick Maloney	- A/COP	David Turner	- F Unit Rep
Bob MacLean	- Deputy Warden	Giles Morin	- Vice Chair
Val Whitton	- V&C Unit Manager	Steve Olah	- Treasurer
Dona Rolston	- Recording Secretary	James Arroyo	- G Unit Rep

NEW AGENDA ITEMS

1. Mail Distribution and opening of legal mail – The Inmate Committee indicated that mail is being delayed between the date stamp when received by the institution and actual receipt by inmate. Examples of confidential, legal mail that had been opened were presented to the Deputy Warden. Val Whitton will follow up with V&C staff to correct the situation in respect to the legal mail. Bob MacLean will speak with UM's regarding mail delays.
2. Disposable Cameras for use in V&C – the Committee is awaiting the proposal for this to be signed by the Warden. Warden has requested for a re-submission with clearer guidelines to ensure there is no inappropriate photos taken.
3. V&C Barbecue's – The Inmate Committee purchased the barbecue's that are used in the PFV's. They now require cleaning and maintenance before the summer season (three in total). If parts are required for the barbecues, the Committee will be purchasing these. In the meantime the three barbecues located at the new PFV's will be used. Annette Allen will consult with Works department to be sure this can be facilitated. The actual cleaning and repair will be done by the Committee.
4. Status of new PFV's - The new PFV's require a fix-point alarm to be installed in each of them. Doug Fletcher is addressing this issue.
5. Tobacco for Segregated Inmates – the Inmate Committee proposed a suggestion that when an inmate enters segregation the inmate would sign a 532 for \$5.00 to be used to assist the Committee with tobacco costs. The Committee was advised that the idea had merit and to submit their proposal.
6. Possibility of Inmate Committee purchasing "Range" T.V.'s for Horizon unit for a total of 12 TV's to be placed in the common rooms. Some logistics re: maintenance and responsibility for the costs of repairs for the TV's was discussed. The Committee was advised to consult with Len Mainville and Scott Tempest and submit their proposal.
7. Addition of more picnic tables for the population – currently there are only 8 picnic tables for 400 inmates, that are permanently anchored. The Committee recommend that eight more be installed at various locations on the south side of Juniper building. Discussion was held regarding who will fund the costs and security concerns over how these will be anchored/secured. Inmate Committee advised to submit a proposal to the Warden.

8. The Committee is still awaiting a final response on the Card Room proposal, (it is currently with the Deputy Warden). The Committee would like to have an additional Bocci Ball pit, and install a concrete pad with 3 installed fixed exercise stations; chin up bar, sit up foothold, dip bar built for additional recreational facilities. W. Gladu suggested that the Committee prioritize their proposals contingent upon funding available within the Inmate Welfare Fund.
9. Permanent Barbecue's installed in front of each Unit – Discussion of gas versus charcoal barbecues and the logistics as to where and how storage of charcoal was commented on. The Committee is to submit their proposal.
10. The Committee has asked if benches could be installed in the Nature Trail Area. Consultation needs to take place with Works department as to what can be facilitated. The Committee was again asked to prioritize their proposals. W. Gladu stated that the proposals were all reasonable request but they had to prioritize them and submit each individually for formal review.
11. There will be visits on Good Friday and Easter Monday and regular PFV's during this period.
12. The Inmate Committee advised that they do not have access to updates on CD's and policy changes as soon as they become in effect. Rick Maloney advised that once a successful candidate has been found to fill the Inmate LAN Operator position, then as changes occur they will once again be posted regularly.
13. Inmate Purchasing contract - W. Gladu advised that on Feb 11/04 the existing Home Hardware Contract was extended to July 31/04, and after this date the contract has to be tendered to the public for submission of expressions of interest. Willie Gladu would like to consult on the proposal submitted by the Inmate Committee re: Inmate Purchasing at Fenbrook as well as the recommendations proposed. W. Gladu advised that the Inmate Committee Executive will be given a response once the consultation and review has been completed.
14. Institutional clothing – the Inmate Committee expressed concern over as to when and where institutional clothing is to be worn. Some staff are enforcing the wearing of institutional clothing and others are not. Val Whitton will advise the committee as to whether this policy has been changed or if it is still a work in progress
15. Discussion held on range cleaners staying on the job for the duration of the time period posted for that position. The issue as to whether the cleaner position is accurately reflecting the amount of time the position requires was raised. All positions need to accurately reflect the work done and be paid accordingly. Val Whitton will follow up on this item and advise the Committee.

Next Meeting - The next Inmate Committee Meeting will be on Tuesday, May 4, 2004 at 1:00 p.m. in the Warden's Boardroom.

Original signed by:

Willie Gladu
AWCP

Date:

Nick Smirnow
Inmate Chairperson

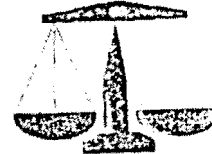
Date:

IN THE AFFIDAVIT OF
n the affidavit of
Willie Gladu
sworn before me this 1st
day of December A.D. 18 2005

Janet M. Strength
A Commissioner

Janet Mary Strength, a Commissioner, etc.
District Municipality of Muskoka, for the Government of
Canada, The Correctional Services of Canada.
Expires January 6, 2009

FENBROOK



INMATE WELFARE COMMITTEE

To: Willie Gladu
Assistant Warden of Rehabilitative Programs
Fenbrook Institution

Fr: Fenbrook Inmate Welfare Committee

Re: Inmate Purchasing at Fenbrook

Friday, March 26, 2004

Dear Sir:

The Inmate Purchasing system in Fenbrook is flawed for a number of reasons. These reasons can be divided into two distinct categories:

1. Violations of the Law
2. Violations of the contract between Fenbrook and Home Hardware

Both sections begin with excerpt(s) from the pertinent legislation or section(s) of the contract and are followed by a detailed explanation of the application of the law(s) or section(s) of the contract in this situation.

The first category is probably the more important of the two given the direct evidence (obtained through the Access to Information Act) of criminal wrongdoing on the part of several staff members. In addition, failure to comply with any pertinent laws, regulations, directives or policies, or failure to report the wrongdoing of others is itself an offence under the C.S.C.'s governing legislation.

The second category may be as important as the first. Failure to comply with the terms of a legally binding contract is also a criminal offence, but is dealt with separately in the interest of clarity.

We are requesting a series of actions be taken by your office to redress our concerns. In addition, we have prepared a comprehensive Proposal for the Restructuring of Inmate Purchasing at Fenbrook should our input be required.

Part I: Violations of the Law

Excerpts from the Charter of Rights and Freedoms:

12. Everyone has the right not to be subjected to any cruel and unusual treatment or punishment.
15. Every individual is equal before and under the law and has the right to the equal protection and equal benefit of the law without discrimination and, in particular, without discrimination based on race, national or ethnic origin, colour, religion, sex, age or mental or physical disability.

Explanation:

Everyone has the right not to be subjected to any cruel and unusual treatment or punishment. Charging Fenbrook inmates a fee to purchase goods is not cruel, but it is unusual treatment, even by the standards applied to inmates. Other C.S.C.-run institutions do not make a practice of adding fees to inmate purchases. In some institutions, a discount is even applied when bulk purchases are made. Fenbrook's purchasing practices are also unusual by the standards applied to people who are not incarcerated. If a shut-in (inmates can be effectively compared to shut-ins by virtue of their inability to travel) wishes to make a purchase, they contact any retailer they choose, send payment, select a courier, and receive their goods as per the terms arranged with the courier.

Fenbrook's practice of charging inmates for the right to make purchases is discriminatory against inmates as a definable group of people.

Excerpts from the Corrections and Conditional Release Act:

4. The principles that shall guide the Service in achieving the purpose referred to in section 3 are

(d) that the Service use the least restrictive measures consistent with the protection of the public, staff members and offenders.

(e) that offenders retain the rights and privileges of all members of society, except those rights and privileges that are necessarily removed or restricted as a consequence of the sentence.

5. There shall continue to be a correctional service in and for Canada, to be known as the Correctional Service of Canada, which shall be responsible for

(a) the care and custody of inmates.

27. (1) Where an offender is entitled by this Part or the regulations to make representations in relation to a decision to be taken by the Service about the offender, the person or body that is to take the decision shall, subject to subsection (3), give the offender, a reasonable period before the decision is to be taken, all the information to be considered in the taking of the decision or a summary of that information.

(2) Where an offender is entitled by this Part or the regulations to be given reasons for a decision taken by the Service about the offender, the person or body that takes the decision shall, subject to subsection (3), give the offender, forthwith after the decision is taken, all the information that was considered in the taking of the decision or a summary of that information.

69. No person shall administer, instigate, consent to or acquiesce in any cruel, inhumane or degrading treatment or punishment of an offender.

74. The Service shall provide inmates with the opportunity to contribute to decisions of the Service affecting the inmate population as a whole, or affecting a group within the inmate population, except decisions relating to security matters.

Explanation:

Inmates retain all the rights and privileges of all members of society, except those rights and privileges that are necessarily removed or restricted as a consequence of their sentences. The right to make purchases is not one

necessarily removed as a result of incarceration. While this right as it applies to inmate purchasing is mitigated by the need to preserve institutional security, the C.S.C. is obligated to use the least restrictive measures possible to ensure that security. Requiring Fenbrook inmates to pay a fee above retail cost for their purchases is not the least restrictive way to run an Inmate Purchasing Department.

The C.S.C. is responsible for the care of inmates. Implicit in this section is the notion that Fenbrook Institution is obligated to provide the best possible purchasing service to its inmates. Under current practice, inmates pay more and wait longer for their purchases than is possible.

Inmates as individuals and as groups have the right to provide input into decisions which affect them. Inmates also have the right to a reasonable amount of time to make representation concerning these decisions. Fenbrook Institution entered into the purchasing agreement with Home Hardware without consulting any individual inmates or the Inmate Committee as to the terms of the purchasing contract. Fenbrook Institution has also failed, at every opportunity for the renewal or renegotiation of the agreement with Home Hardware, to consult with individual inmates or the Inmate Committee as to the terms or continuation of this contract. In addition, no time was ceded by the staff responsible for the implementation of this contract before its implementation for inmates to make representation.

Any person employed by the C.S.C. is obligated not to administer, instigate, consent to or acquiesce in any cruel, inhumane or degrading treatment or punishment of inmates. The implementation of the contract allows treatment that many Fenbrook inmates have variously characterized as a rip-off, a scam, and a monopoly. The general feeling among the population, because of the many failed attempts by the Inmate Committee to resolve this situation, is one of frustrated victimization, bitterness, and powerlessness. Any time a person or group in authority uses its power in such a manner, and particularly when the victim is so keenly opposed to the situation, the victim is necessarily being treated cruelly, inhumanely, and being degraded.

Excerpts from the Mission Document:

Our Mission is also based on the principle that offenders, as members of society, retain their rights except for those necessarily removed or restricted as a consequence of their sentence. Given that we hold an enormous degree of control over the lives of the offenders in our care, we must be exceptionally vigilant in safeguarding their rights, and in employing the least restrictive measures that are consistent with the protection of the public, ourselves as staff members and the offenders themselves.

CORE VALUE 5

We believe in managing the Service with openness and integrity and we are accountable to the Solicitor General.

Corporate Strategy 5.9

To make appropriate use of available technology.

Explanation:

The utter failure of Home Hardware and Fenbrook Institution, even after repeated requests by individual inmates and the Inmate Committee, to account for the mysterious charges added to many inmate purchases does not typify the Service's goal to be open and honest.

The C.S.C. also obliges itself to make appropriate use of available technology. The telephone is an appropriate technology for finding fairer prices and alternate suppliers for inmate purchases. Modern methods of shipping represent an appropriate technology for securing delivery of purchases. The making of payments by

cheque is an appropriate technology for doing business. The current policies governing Inmate Purchasing in Fenbrook do not employ any of these technologies to their best advantage. Home Hardware is the only supplier with which inmates may deal directly; the price as charged by Home Hardware for a given purchase is the price paid by the inmate with no attempt made to secure better value. Home Hardware is also the only shipper inmates can employ, despite Home Hardware's lack of specialty in this field. Under the terms of the contract, inmates do not employ direct payment to the supplier for their purchases; this adds an unnecessary and expensive level of bureaucracy to what could be a much simpler process.

Excerpts from the Commissioner's Directives:

CD 060 Code of Discipline

5. An employee has committed an infraction, if he or she:

- (g) fails to conform to, or to apply, any relevant legislation, Commissioner's Directive, Standing Order, or other directive as it relates to his or her duty;
- (i) wilfully or negligently causes unjustified waste, loss, or damage to any property of the Service or the property of any other person in the course of the performance of his or her duty;

6. Behaviour, both on and off duty, shall reflect positively on the Correctional Service of Canada and on the Public Service generally. All staff are expected to present themselves in a manner that promotes a professional image, both in their words and in their actions. Employees dress and appearance while on duty must similarly convey professionalism, and must be consistent with employee health and safety.

- (d) commits an indictable offence or an offence punishable on summary conviction under any statute of Canada or of any province or territory, which may bring discredit to the Service or affect his or her continued performance with the Service;
- (f) fails to account for, improperly withholds, misappropriates or misapplies any public money or property or any money/property of any other person(s) coming into his or her possession in the course of duty or by reason of his or her being a member of the Service;

8. Staff must actively encourage and assist offenders to become law-abiding citizens. This includes establishing constructive relationships with offenders to encourage their successful reintegration into the community. Relationships shall demonstrate honesty, fairness and integrity. Staff shall promote a safe and secure workplace and respect an offender's cultural, racial, religious and ethnic background, and his or her civil and legal rights. Staff shall avoid conflicts of interest with offenders and their families.

9. Staff shall perform their duties on behalf of the Government of Canada with honesty and integrity. Staff must not enter into business or private ventures which may be, or appear to be, in conflict with their duties as correctional employees and their overall responsibilities as public servants.

CD 090 Personal Property of Inmates

Institutions shall establish a list of businesses from which inmate purchases shall be made. The Institutional Head or a delegate not below the Assistant Warden level shall approve purchases from any other business.

CD 350 Materiel and Supply Management Services

Policy Objective

To ensure that:

- (a) the Correctional Service of Canada (CSC) respects the government procurement contracting process to acquire goods and services and to carry out construction in a manner that enhances access, competition and fairness and results in best value or overall benefits to the department.

Explanation:

Employees of the C.S.C. are obligated to follow any relevant legislation, Commissioner's Directive, Standing Order, or other directive as it relates to his or her duty. They are obligated to prevent unjustified waste, loss, or damage to any property of any person. They are obligated to respect offenders' cultural, racial, religious and ethnic background, and offenders' civil and legal rights. They are obligated to perform their duties on behalf of the Government of Canada with honesty and integrity.

The way in which Inmate Purchasing is being run at Fenbrook allows staff to violate the C.S.C.'s own directives. Specifically, the staff involved in Inmate Purchasing wilfully cause the waste and loss of inmate monies by the lack of efficiency of the purchasing service and the charges levied against inmates for making purchases. Inmate Purchasing fails to account for and misappropriates inmate monies. And the Inmate Purchasing Officer has, on several occasions, used her own money to acquire goods for sale to inmates and marked the goods up by substantial amounts. This appears to be in conflict with her duties as a correctional employee.

Fenbrook Institution has failed to provide a list of suppliers from which inmates may make purchases. All purchases are funnelled through Home Hardware. While the Directives allow inmates to purchase from suppliers other than those already approved Home Hardware is allowed first right of refusal, effectively removing the right. In addition, no single inmate has ever been allowed to make a purchase from any supplier other than Home Hardware, giving Home Hardware a monopoly on inmate purchases.

The C.S.C., as an organ of government, is obliged to acquire goods and services in a manner that enhances access, competition and fairness and results in best value or overall benefits to the department. The negotiation, implementation, and terms of the contract governing Inmate Purchasing at Fenbrook by C.S.C. employees do not satisfy any of these obligations.

Part 2: Violations of the contract between Fenbrook and Home Hardware

2.1.5 To provide a training program in the skills of a purchasing department including record keeping, inventory control, purchasing procedures, ordering procedures, customer service and related skills. Extensive training in the use of computers in Word and Excel to be emphasized.

There is no ongoing training program in Inmate Purchasing at Fenbrook.

2.1.6 The Contractor, the Contractor's staff and the inmate purchasing clerks shall practice the highest standards of customer service while operating an efficient, understandable, and comprehensive inmate purchasing service to the Fenbrook Medium Institution offender population.

The Contractor is not meeting any of these obligations. Waits of several weeks for delivery of purchases are common and purchasing is never open to inmates without an appointment; it sometimes takes many days to get an appointment. Nobody seems to understand why the inmates of FMI are charged amounts above the retail price of their purchases, and the Contractor has failed to account for these charges.

2.1.9 A minimum of 2 inmate clerks shall be used in the Inmate Purchasing Program and a minimum of 3 in the Canteen operation.

Only one inmate purchasing clerk is currently employed in Inmate Purchasing. This has been the practice of Inmate Purchasing since the inception of the contract.

2.1.12 Retail pricing shall be the objective of the Inmate Purchasing service.

Inmates routinely pay more than retail price for their purchases. The markup commonly applied is 20% of the retail value, plus tax, for regular purchases.

2.1.13 Shipping and/or Handling fees will be charged to the inmate with no additional markup. The Contractor shall supply an updated "Suppliers List" for all suppliers in the service with all charges hi-lighted where applicable and noting where retail prices are in effect.

The Contractor does not provide details of shipping or handling fees on their bills. The markup of 20% charged by Inmate Purchasing is not explained on their bills.

2.1.14 Hobbycraft shall be sourced from an "Approved List" of hobbycraft items. This list shall be developed by the Contractor and submitted to the institution for approval. Retail prices shall prevail.

Inmates purchasing hobbycraft items are charged 10% above the combined retail price of the item and shipping costs. Tax is paid on the full amount of the purchase even when included as part of the originating supplier's bill.

2.1.16 To provide continuous [sic] service in Inmate Purchasing and Canteen without interruptions for vacations or other reasons.

Inmate access to Purchasing and Canteen is severely limited. Access to purchasing is granted only by request and only a couple days per week. The inmate Canteen is closed 3 of the 10 business days each pay period and only open for Health and Hygiene purchases on 2 of its 7 open days. Inmates must file a special request form to change their canteen balances.

2.1.18 To meet with an Inmate Committee on a regular basis to facilitate communication throughout the inmate population.

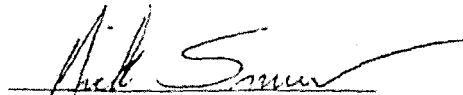
Employee(s) of the Contractor rarely, if ever, meet with the Inmate Committee.


Action Requested

1. A comprehensive audit of all transactions conducted under the contract be conducted forthwith at FMI expense.
2. Any and all charges discovered by the audit to be above the combined retail cost of the item(s) purchased and the cost of shipping at fair market prices from the originating supplier, levied against the inmates of Fenbrook Institution past or present, be returned to the affected inmate(s) forthwith at C.S.C. expense.

-
3. Fenbrook Institution make restitution to the inmate(s) referred to in #2 in the form of payment(s) no less than and not to exceed the interest on the amount(s) referred to in #2 calculated in daily compounded form at prime rate since the time of the transaction(s).
4. A new policy governing inmate purchasing at Fenbrook Institution be implemented. We have prepared a comprehensive Proposal for the Restructuring of Inmate Purchasing at Fenbrook should our input be required.

Sincerely,


Nick Smirnow, I/C Chairman


Gilles Morin, I/C Vice-Chairman

in the affidavit of


Willie Gladu

sworn before me this 1st

day of December A.D. 10 2005

Janet Strength
A Commissioner & etc

Janet Mary Strength, a Commissioner, etc.
District Municipality of Muskoka, for the Government of
Canada - The Correctional Services of Canada.
Expires January 5, 2006.

 Government of Canada / Gouvernement du Canada

MEMORANDUM NOTE DE SERVICE

To Inmate Nick Smirnow
 A Chairman
 Inmate Committee
 FMI

From Willie Gladu
 De AWCP
 FMI

Security Classification - Classification de sécurité	
Protected B - Protégé B	
Our File - Notre référence	
Your File - Votre référence	
Date	Tel. No. - N° de tél.
2004-05-11	(705) 687-1744

Subject **Inmate Purchasing at FMI**
Objet

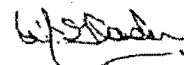
I am writing in response to your correspondence dated 26 March '04 regarding this subject. Fenbrook Institution has not, and continues not to receive funding to employ a Correctional Services Canada employee to perform the duties of an Inmate Purchasing Officer. In view of this, consultation was undertaken with the executive members of the inaugural Inmate Committee regarding the need to provide these services without having the funding to do so. To resolve this issue a decision was taken to enter into a contract with a private sector company to provide both inmate purchasing and inmate canteen services.

This method of operating has been controversial within the inmate population, primarily due to the fact that no other CSC institution within the Ontario Region applies a mark-up to those items that are bought by inmates via the inmate purchasing service. Other institutions in the Ontario Region employ a full-time CSC staff member to perform these duties and therefore do not charge a mark-up. While this mark-up is authorized within the terms of the contract with FMI, it is not well received by members in the inmate population.

Prior to developing my response to your correspondence I reviewed previously submitted inmate written complaints, inmate grievances, correspondence from inmates to and responses received from our RHQ, NHQ, legal services and the Office of the Correctional Investigator. Consistently these sources have indicated that the Warden has the authority to enter into a contract with a private sector company to provide these services. Additionally, their reviews of the contract have concluded that it does not contravene any CD, the CCRA or CCRR.

In view of this I do not support your request actions numbers 1 - 3 in your correspondence. I have reviewed your "Proposal for the Restructuring of Inmate Purchasing at Fenbrook" submission, attached, and note that it is premised on employing a fulltime CSC staff member, "either drawn from the ranks of another department and permanently assigned, or contracted.....". Both of these options have previously been given full consideration and were not supported at that time. I continue not to support your proposal at this time.

Sincerely,




Willie Gladu, AWCP

/dr

cc: Warden, AWMS, L. Mainville, D. MacNeil

in the affidavit of
Willie Gladu
 Sworn before me this 1st
 day of December A.D. 2002
[Signature]
 A Commissioner

Janel Mary Strength, a Commissioner, etc.,
 District Municipality of Muskoka for the Government of
 Canada, The Correctional Services of Canada.
 Expires January 6, 2003.

 Government of Canada / Gouvernement du Canada

MEMORANDUM NOTE DE SERVICE

To / À: Mike Provan, Warden, FMI

From / De: Willie Gladu, AWPR, FMI

Security Classification - Classification de sécurité	
Unclassified - Non classifié	
Our File - Notre référence	
Your File - Votre référence	
Date	Tel. No. - N° de tél.
2002-11-28	687-1744

Subject / Objet: REVIEW OF INMATE CANTEEN AND PURCHASING OPERATIONS

Consistent with your direction, I convened a committee to review all aspects of our current Inmate Canteen and Purchasing operations. The Committee's report is attached. Following completion of the final draft of this report I sent it to the Committee members, the CCO and to the Inmate Committee. Their comments are provided in Annex A of the report.

By copy of this to the Deputy Warden and Acting Assistant Warden Management Services, I will ask them to provide me with their comments by 15 December 02.

I would be pleased to discuss this with you at your convenience.

Sincerely,

Original signed by

Willie Gladu
 AWPR
 Fenbrook Medium Institution

/dr

Attach.

- cc: G. Chatten
- L. Mainville
- Rob Clark
- S. Purdon
- D. McNeil
- B. Elson

REVIEW OF INMATE CANTEEN AND PURCHASING OPERATIONS

As directed by Warden Provan, a committee was convened to review all aspects of the inmate canteen and purchasing operations and to make recommendations which will address ongoing concerns with these activities and ameliorate the service provided.

The Committee consisted of W. Gladu, G. Chatten, L. Mainville, Rob Clark, S. Purdon, Deb McNeil and B. Elson.

Inmate Canteen

1. The following fiscal and capital equipment resources are allotted to the canteen operation;
 - Annual contract of \$18,000 with Home Hardware, which includes Inmate Purchasing Services.
 - Annual contract of \$12,500 with General Meters Maintenance to support the Point of Sale system.
 - Average annual expenditure of \$2,500 for service and equipment repairs with Kane's to service the vending machines.
 - Informatics has provided four administrative computer workstations for this service; Finance (1), Informatics (2), Canteen (1). Informatics has also provided one networked laser printer, in the Finance Department to support this operation. Repairs and replacement of this equipment is not provided in the FMI base and is funded from within existing resources.
2. The following staff resources are directed to the canteen operation;

- 15% of an Informatics FTO to address the management of the workstations, address network hardware, photo ID issues, to repair the server and vending machines.
- One Finance FTE is required to maintain the manual inventory control, purchases and sales, as well as to prepare the financial reports including the profit and loss statement. The requirement to maintain non-automated reports and costing for the Canteen and the Vending machines necessitates the expenditure of increased staff time devoted to this activity. Mr. Chatten notes that at other institutional sites 25% of a Finance FTE is dedicated to the inmate canteen function. He also notes that his staff can not undertake quarterly audits that should be completed due to their involvement in the duties noted above.
- Contracted employee D. McNeil estimates that she devotes 55% of her time to the canteen operation to review orders, review statements, participate in inventory taking and supervise inmates. Additional time is devoted to this activity when new inmates are hired and training has to be provided to these workers.
- 20% of a Personal Development FTE is devoted to this activity to respond to inmate inquiries, explain the Point of Sale system, liaise with Finance staff, the inmate population and inmate committee regarding the posted available funds an inmate can spend on their next canteen, etc.
- 10% of Private Sector Liaison, S. Purdon's time is devoted to this activity responding to complaints, liaising with the contractor, troubleshooting and training new contracted employees.
- 4 inmates normally work for the canteen operation; 2 Vending Machine Operators, 1 Front Store and 1 Back Store Operator.

An aggregate total of 2 FTE's and 4 inmates support the canteen operation.

Point of Sale

Members of the Committee acknowledge the considerable time and effort that have been dedicated to implementing and sustaining the Point of Sale system that is in operation at FMI. They also acknowledge that the system, as currently configured, has limitations. It does not perform biometrics; doesn't hand scan, and consistent with an institutional decision, is not currently used for inventory control purposes. Additionally, the Point of Sale system is not interfaced with the Inmate Accounting System. The Committee members have concluded that General Meters is not pro-active or appropriately reactive in responding to institutional issues of concern. Staff have noticed over the past 6 weeks that in approximately 10 cases, after an inmate has made a purchase, his account would reflect a positive balance in the range of \$100,000 to 8 million dollars. When several affected inmates became aware of this they went on a spending spree. Finance staff have spent time appropriately adjusting their account and re-cooping the funds that were spent in excess of their true balance. Informatics staff have spent time, including overtime, trying to identify and correct the cause of the problem. In discussion with General Meters Client Service Director, J. Rogers, he acknowledged that he was aware of this type of problem from other clients, however, at the time of writing this report the problem has not been rectified and the inmates are waiting to see who will be the next to join the "Millionaires Club". On 20 October 02 staff observed several inmates making numerous purchases in the vending machines for which their account was not debited. The machine was shut down. The problem has not been identified nor resolved.

Where this system is used in University settings dedicated resources such as a System Administrator, are hired to manage the system. The employee's salary is more than offset by the profits generated by using the vending machines and Point of Sale system

throughout the University complex. FMI does not generate a profit and can not obtain additional staff resources to appropriately support the system.

For an estimated cost of \$100,000 the Point of Sale system could be enhanced to include a Guaranteed Vends status report, a kiosk terminal with increased functions; i.e. enabling inmates to obtain a statement of their accounts, to order canteen items, obtain a printout etc. A conversion to the Point of Sale Gold Version is compatible with Windows operations.

It is estimated that the cost of replacing the current aging vending machines will be \$8,000 per machine and \$10,000 - \$11,000 per machine if we obtain the Guaranteed Vends machines.

The Committee explored the option of discontinuing the use of the Point of Sale system for the inmate canteen operation and replacing it with the Equinox system. We acknowledge that if this option were implemented the Vending Machines could no longer be used.

Geoff Hobbs at Regional Headquarters advised that there are two components and associated costs for implementing Equinox, the actual equipment costs as well as the installation and training costs. He recommends the installation of 2 wickets to serve our population, of 400 inmates. The total estimated cost for the provision of Equinox service at two canteen wickets at FMI is \$32,600. Mr. Hobbs' estimated costs are based on the installation of 2 wickets at FMI, which he recommends would be required to provide canteen services to a population of 400 inmates.

Chief Plant Maintenance, D. Raithby and I reviewed the institutional floor plans to determine whether or not an additional canteen wicket could be established. Based on this review, I have concluded that this can not be implemented without causing significant disruption and displacement of existing staff, inmates and/or services. During this review we also explored space availability to consolidate the existing Front Store and Back Store operations into one common area. The current arrangement of having these functions in two separate areas increases the concerns for maintaining the security of two areas and increases the workload for staff by requiring separate inventories for both locations as well as the transportation of stock from one location to the other. Correctional Supervisor, S. Ritchie and I explored the option of amalgamating both operations into the Back Store but concluded that the traffic pattern created by having the inmate population proceed to this location, Room D152, would not be acceptable since this area is unsupervised and inmates would have access to this corridor which permits entry into The Great Canadian Bagel Shop, The Food Services General Store, the Inmate Purchasing Department, SIS storage, etc.

The Committee has concluded that we will need to continue operating one canteen wicket from its current location. The estimated cost for the implementation of Equinox in one wicket, including the associated staff training requirement is calculated to be:

1 Handscanner	@	4,000.
1 Cedeq pad	@	400.
1 Bar code reader	@	900.
1 Decoder	@	500.
1 Slip Printer	@	800.
1 Secured Boxe c/w wiring	@	900.
1 Swivel base and arm	@	330.

Canteen Total		\$7,830.
1 A&D Handscanner	@	4,000.
2 Operating Licenses	@	1,500.
Total Equipment and Licenses		\$7,000.
Estimated installation, travel and training costs		7,000.
TOTAL ESTIMATE		\$21,830.

Mr. Hobbs has advised that he may be able to obtain an unused license or two in the Region. This may reduce the estimated cost by \$1,500. With regards to on-going system support, he indicates that NHQ provides RHQ with \$10,000. annually and that RHQ has funded the replacement of parts for the institutions. He anticipates that this will continue next fiscal year.

It is recommended that the Point of Sale system be replaced with the Equinox system for use in the inmate canteen operation this fiscal year. In addition to resolving numerous on-going problems experienced with the Point of Sale System including the extensive consumption of Finance and Informatics staff time, we are aware that Mr. Hobbs will be retiring next year. It would be appropriate to utilize his considerable expertise and experience in making this conversion prior to his retirement which he advises will be at the end of this fiscal year.

The Committee notes that we are recommending the removal of only the canteen, and health and hygiene portion from the POS system. The Staff meal service and the grocery store will continue their use of the POS system. There will be a continuing cost to maintaining the equipment and software, to support those functions. We are currently provided no resourcing, nor any O&M funding, to meet those obligations. If a decision

results in keeping any, or perhaps all, of the POS system in service, the IT costs will need to be allocated to support the POS. We cannot continue to run this system as though it requires no IT resources.

3. Hours of Operation

The Canteen is open for main canteen sales on Thursdays and Fridays from 0900 – 1100 and 1300 – 1500 hrs. Every alternate week it is open for supplementary canteen sales on Tuesdays 0900 – 1100 and 1300 – 1500 hrs., as well as on Wednesday mornings from 0900 – 1100 hrs. Health and hygiene sales are made from the canteen on Wednesdays 1300 – 1500 hrs. and Thursdays from 0900 – 1100 and from 1300 – 1500 hrs.

The Vending Machines are available for use at all times except when the inmate population is confined to their Ranges for counts, etc. and from Monday 0800 hrs. to Thursday at 1200 hrs. during main canteen week when the machines are being stocked and inventory is being taken.

The Committee members are concerned that the current canteen hours of operation require the inmates to be absent from their assigned correctional programs and work locations in order to shop. This is in direct opposition to the Employment and Employability Program mandate that requires inmates to be participating in Correctional Programs or work assignments for seven hours each workday.

It is recommended that the canteen hours of operation be changed to be open Monday, Wednesday, Thursday and Friday from 1730 to 2100 hrs. and on Saturday

and Sunday from 1000 to 1500 hrs. Inventory and re-stocking will be undertaken on Tuesdays.

4. Space

The amount of storage space in the front canteen is insufficient for the large variety and volume of products that are sold from that location. Consideration was given to re-locating the canteen to the back storage room, which is large enough to accommodate both the storage and sales requirement from that location. The Committee acknowledges the security concerns that would result in providing access to the inmate population to this part of D building. We are also aware of the dearth of alternate available space to re-locate this operation.

In the absence of an alternative solution it is recommended that the canteen maintain operating in its two current locations but that only tobacco products are sold on Wednesdays each week if Equinox is utilized, or on Thursdays if POS is continued.

To speed up the process of providing the inmates with their requested tobacco products purchases, **it is recommended that each inmate complete a tobacco products order sheet and present it to the inmate canteen operator upon arrival at the wicket.**

5. Inmate Purchasing

- 1) The following fiscal and capital equipment resources are allotted to inmate purchasing;

- Annual contract of \$18,000 with Home Hardware, which includes inmate canteen services. D. McNeil estimates that she spends approximately 45% of her time on inmate purchasing activities.
 - Informatics has provided two computers for this activity.
- 2) The following staff resources are directed to this activity;
- A Finance department Inmate Accounting Officer reviews the account balances, places funds on hold for the purchase, and processes the invoices for payment. The amount of time devoted to these duties is not excessive and is comparable to time spent on these duties for the BCI inmate purchasing activity.
 - Informatics staff provides support for the two computers used for this activity. Minimal time is expended.
 - CCO reviews requested purchases to identify any security concerns.
 - Admissions and Discharge staff ensure compliance with policy regarding the \$1,500 personal property of inmates. Following the purchase they update the Inmate's Personal Property Form and give the purchase to the inmate.
 - Social Development staff are the first point of contact for Group purchases. They screen the requests, arrange for the funds to be put on hold for the purchase. They receive, verify and distribute the items to the respective inmates.
 - Two inmates work full-time at this activity, an Inmate Purchasing Clerk and an Inmate ordering Clerk report directly to the Staff Inmate Purchasing Coordinator.

- An Inmate Hobbycraft Clerk is employed by Personal Development staff to provide advice, fill out purchasing forms and to record purchases on Hobbycraft Permits.

In addition to D. McNeil an estimated aggregate total of .30 FTE's and 3 inmates support the inmate purchasing function.

6. Hours of Operation

The inmate purchasing activity is open to the inmate population via appointment with the staff Inmate Purchasing Co-ordinator during the working day except during main canteen hours and during canteen inventory taking.

The Committee is concerned that inmates are required to be absent from participation in programs and work assignments in order to make their personal purchases. Similar to the observation made regarding the current canteen hours of operation, this is in violation of the Employment and Employability Program mandate. **It is recommended that the purchasing activity be scheduled to occur after 1600 hours.**

7. Purchasing Process

The following process is used to enable inmates to purchase personal property. The inmate submits a written request to Deb McNeil, the Inmate Purchasing Co-ordinator. She schedules an appointment with the inmate. If he wants to proceed with a purchase he confers with the Inmate Purchasing Clerk who completes an Inmate Purchasing Order Form specifying the items requested. At the end of each week the batch of Inmate Purchasing Order Forms is forwarded to the CCO for review, signature and dating of the forms. The CCO reviews each request to ensure that the requested purchase will not jeopardize the security of the institution and is acceptable for a medium

security setting. Within a day or two of the CCO's sign-off, Finance staff pick up the forms and review them to ensure that sufficient funds are available for the purchase. Finance staff then put a hold on the inmate's account, as well as signing and dating the forms: Finance staff complete it's activity every Wednesday, or sooner if possible. The forms are forwarded to A&D staff to determine whether or not the inmate has exceeded the \$1,500 cell effect limit. This process can take between 3 to 6 weeks to complete. If the inmate has exceeded this limit, he is advised that he may remove current personal property at the time the requested purchase is received at A&D. In some instances the inmate agrees to do so but reneges when the item has arrived. The sale is not finalized, and the item is returned resulting in a wasted expenditure of staff time prior to and following the occurrence. During my discussion with CCO, D. Fletcher regarding the amount of time it takes A&D staff to determine whether or not the requested purchase would cause the inmate to exceed the \$1,500 cell effect limit, Mr. Fletcher agreed that this duty could be performed by any appropriately trained CSC staff. He further indicated that if the responsibility were re-assigned it would relieve A&D staff this duty that is currently performed as a low-priority by these staff. **It is recommended that read only access of the A&D file be given to Joyce Pearcey and that responsibility for this duty be assigned to the CCO Assistant.** When A&D has completed their review, the form is forwarded to D. McNeil who phones or faxes the retail store to order the item. A number of frequently order items are kept in stock in a storage room in the purchasing department. This alleviates the need to obtain the item from a retail outlet and accelerates the process. For items that are not in stock, she will personally go to the local Radio Shack, Home Hardware and Zellers stores to make the purchase and pick up the items. Depending on the number of items and their size/weight, she will bring the items into the institution – via the principal entrance. Frequently, Lane Duern brings inmate purchases from Home Hardware via the sallyport. If the items are too

large, they are taken to BCI stores and delivered to FMI via the tram. The tram deliveries usually occur that same day.

All inmate purchased items are brought to or delivered to the purchasing department where the items are sorted and packaged to ensure the inmate receives all items he requested and only those items he requested. The packages are then taken to A&D. When A&D staff are not performing their on-going duties regarding the transferring in and out of inmates, ETA's, UTA's, Court appearances, discharges, etc, they record the purchased items on the respective inmates personal property sheet and give the items to the inmate. This process routinely takes 1 – 2 weeks since this activity is a low priority compared to their other duties. At the IMM on 18 October 02, a decision was taken to have A&D staff proceed to the purchasing department for one half day each week to record the purchased items on the respective inmates personal property sheet. D. MacNeil will then give the items to the inmate(s). While this procedural change will accelerate the process, the Committee notes the delay that occurs when A&D staff are reviewing the requested purchase to determine whether or not the inmate will exceed the \$1,500 cell effect limit if the purchase is approved.

In accordance with the existing agreement with Home Hardware, all inmate purchases including Hobbycraft materials and inmate group drives are performed by Home Hardware staff. The Committee believes that the volume of these requests is excessive for one person to manage in a timely manner especially when the numerous, ongoing duties that this person performs regarding the inmate canteen operation are taken into consideration. **It is recommended that the purchase and processing of Hobbycraft materials be performed by Personal Development staff.**

RECOMENDATIONS

The following recommendations are submitted:

1. It is recommended that the Point of Sale system be replaced with the Equinox system for use in the inmate canteen operation this fiscal year.
2. It is recommended that the canteen hours of operation be changed to be open Monday, Wednesday, Thursday and Friday from 1730 to 2100 hrs. and on Saturday and Sunday from 1000 to 1500 hrs.
3. It is recommended that the canteen maintain operating in its two current locations but that only tobacco products are sold on Wednesdays each week if Equinox is utilized, or on Thursdays if POS is continued.
4. It is recommended that each inmate complete a tobacco products order sheet and present it to the inmate canteen operator upon arrival the wicket.
5. It is recommended that the purchasing activity be scheduled to occur after 1600 hours.
6. It is recommended that read only access of the A&D file be given to Joyce Pearcey and that responsibility for this duty be assigned to the CCO Assistant.
7. It is recommended that the purchase and processing of Hobbycraft materials be performed by Personal Development staff.

ANNEX "A"

Submitted by: Sylvia Purdon, Private Sector Liaison

Inmate Canteen

1. Eliminate POS with cost savings of \$ 12,500 re General Maintenance. Disagree
The savings are not as great as predicted given the true costs of Equinox and the new staffing required from CSC to replace the existing business staff.
2. Develop a private sector model for Canteen that is truly private business oriented. Provide for administration by existing management, and a percentage based on profits for the Inmate Committee. The business manager would direct the operation; the I/M Committee play a significantly reduced role. The business manager does all ordering. The business manager controls the inventory. The business manager directs the I/M's
New
Debt repayment by the I/M Committee is earned from the proceeds. Inventory is rolled over to the new operation, because the I/M Committee will continue to benefit from the proceeds.
3. Canteen Operation: Change of Hours: The observation of the present staff is that offenders are able to fit Canteen into their normal work routine. Work performance does not appear to be negatively impacted by the Canteen hours. Line-ups are short and crowding is too infrequent to make a difference to an offender's work performance. I have never seen this as a reason for suspension, for example.

It is false to say the community employers do not allow employees to attend to personal purchases, appointments etc. These needs are met by all but the most miserable employers, and in cooperation with the employees involved. Obviously staff does not run out to buy their cigarettes in the middle of the shift, but they certainly can do at other times such as their lunch hours and their breaks.

Inventory control will be the responsibility of the Manger.
Finance provides 1.5 days a week to provide institutional inventory accountability. New
Quarterly Inventories must be completed using the combined service and Finance.
4. A compromise be reached on hours of operation. Daytime hours with a new period for those unable to reach Canteen and I/M Purchasing, but not more than one after-hour period a week.
New
4. Order Sheets. No opinion
 1. Reasonable times can be worked out with reasonable managers to allow for the occasional I/M Purchasing appointment. My observation is that this problem is overstated. New
 2. CCO Assistant access to A&D File. Does this eliminate the need for an A&D staff to distribute the purchasing after cell effects records are completed? Agree
 3. Hobbycraft purchasing is not a burden to I/M Purchasing. There is no A&D involvement. Hobbycraft should stay with I/M Purchasing.
The Hobbycraft recommendation might be reflecting a bias from the department and does not contribute to the strengthening of the I/M Purchasing service. Disagree

SUMMARY:

My interest lies in continuing the business model at I/M Purchasing and Canteen. Given time and the authority to manager offenders, the manager should be able to pull this service together.

I also am reluctant to give up on the Vending Machines. With a guaranteed drop on the Cigarette Machines, many of the existing problems disappear. I believe that the machines are not vulnerable to theft if the right controls are put into place i.e. cameras, a more prominent location.

Inventory Control is critical to the canteen. I would want the business to demonstrate in a business plan the methods of continuous and periodic inventory control that will be conducted.

The canteen and purchasing service needs staff support from Finance. This needs to be formally recognized as a necessity by the Institution.

The current business owner is committed to the Vision and the Mission of Fenbrook Institution. He wants to work through the problems with the focus on the original goals of the service. This owner needs to implement more effective management accountability into this service.

Submitted by: Deb McNeil, I/M Purchasing, Canteen Operator

Due to the financial claw backs, I have some alternatives to the recommendations that were discussed. Hopefully there can be some revision to the recommendations that are cheaper.

1. Continue with the point of sale system and source out a more local repair contract. Possibly taking 2% of the canteen profits and put into a separate fund for repairs to the machines and help offset the informatics cost of maintaining and tech support. Possibly charging the I/M Committee for repair costs to machines that have been damaged due to vandalism. (After all it is the I/M's that are damaging the machines and the I/M Committee that are collecting the profits, with CSC paying the bills).
2. Leave the Canteen hours as they are and open earlier or stay open a little longer one day a week for the guys that work in incentive jobs or ALL DAY programs.
3. Leave the canteen running as it is now with everything being sold on canteen days.
4. This is not an issue. 95% of the guys know what they want when they get to the window.
5. This is not necessary. Possible opening purchasing 1 evening a week from 5:00 PM until 6:30 PM on Wednesdays BY APPOINTMENT ONLY for the guys who cannot make it to a daytime appointment, because of work or programs.
6. This would help to speed up the paper process in Purchasing along with the proposal that was accepted at the IMM meeting on October 18/02 for distribution of purchases.
7. I don't think this is necessary. If the canteen problems get sorted out, the proper amount of time can be devoted to purchasing (Hobbycraft). There has been no problems in Hobby Purchasing for a while now even with most of my time devoted to canteen problems.

Submitted by: Doug Fletcher, CCO

After reviewing the report I have the following comments:

The three to six week period for checking inmate files to ensure the \$1500 limit is not exceeded does not match what I am being told by A&D staff. I'm not sure where this number comes from. In my view, if this time period is correct it is not acceptable. Part of the rationale for the additional staff in the department was to handle this portion of the workload.

The CCO assistant has as much work as anyone to get completed and would only be my last choice if I can't resolve the alleged time frames in A&D.

Submitted by: Inmate Committee

Chairman: Billy Smith
Vice Chairman: Andre Pelliccione

Re: Recommendations on Canteen/Purchasing

1. We agree with the changing of P.O.S. to the Equinox system.
2. We agree with the hours of operation that is proposed: four nights, and two days.
3. We agree with the Wednesday if Equinox, and Thursday if P.O.S. continues for cigarette only sales.
4. We agree with this procedure but we would also like it to stipulate all products not only cigarettes.
5. We agree with this, but we would like to see one purchasing clerk to be located on the 2nd floor of each unit. This would create four new jobs.
6. We agree with this if it speeds up the process. We submitted a proposal that we feel would work even easier if purchasing would deal with the tags and 30 day notices.
7. We agree with this idea, it will give Hobbycraft faster access to materials.

Submitted by Rob Clark, Home Hardware:

The following are my comments on the seven recommendations by the committee. I believe the system can work but requires flexibility and understanding from all parties.

1. From our standpoint the Equinox system works and with proper maintenance is the best option. If it will work for the meal service and for the grocery store it should work for the canteen. My understanding is that inventory control is a big problem which has not been addressed. Our expertise in this area and with the proper authority we could fix this problem. The vending machine problem can be solved with repairs done locally. With cigarettes out of the vending machine most of the problems have been alleviated.
2. It is my understanding that the needs of the population are currently being met. It is my understanding there are some instances of inmates abusing the system and these need to be dealt with.
3. Current process of dispensing tobacco seems to be working. We see no need to restrict this any further. Unfortunately, Deb was unable to attend the meeting that this issue was discussed at and if anyone, she would know the problems that might exist.
4. As above in 3.
5. Again the current system is working and from a customer service standpoint, the flexibility of the operator accommodates the needs of the population. If need be, there could be an evening a week for inmate purchasing.
6. This would help improve the length of time it takes to approve purchased items. It would be important that Joyce Pearcey have the direct authority to make approvals, and would work closely with Deb to expedite and trouble shoot problem items.
7. Hobbycraft takes up a small portion of Deb's time and it would be much more cost effective if we continued versus using personal development staff, who I am sure are busy with other duties.

Chantal Fortin

From: Filing Depot
Sent: Monday, October 20, 2008 5:03 PM
To: Jos LaRose; Chantal Fortin; Patrice Lavoie; Lucia Shatat; Angele Cloutier; Guillaume Phaneuf
Subject: FW: Informal Motion in CT-2008-008 - Proposed Affidavit of William Gladue

Attachments: Affidavit of William Gladu sworn Dec 1 05.pdf



Affidavit of
William Gladu swo.

From: Sullivan, Matthew[SMTP:MATTHEW.SULLIVAN@JUSTICE.GC.CA]
Sent: Monday, October 20, 2008 5:01:02 PM
To: Filing Depot; John Hill
Cc: Keenan, Susan
Subject: Informal Motion in CT-2008-008 - Proposed Affidavit of William Gladue Auto forwarded by a Rule

>
>
> Please find attached, the Proposed Affidavit of Willie Gladue sworn
> December 1, 2005, which is the subject of the Respondent's informal
> motion under Rule 81, filed on October 20, 2008.
>
> The Exhibits are to follow in separate emails.
>
> The document that is being electronically submitted to the Tribunal is
> an electronic version of a paper document that has been signed by the
> affiant. The signed document in paper copy is available and will be
> produced if requested by the Tribunal.
>
> <<Affidavit of William Gladu sworn Dec 1 05.pdf>>
>
>
>
> Matthew Sullivan
> Counsel | Avocat
> Ontario Regional Office | Bureau regional de l'Ontario Department of
> Justice Canada | Ministere de la Justice Canada The Exchange Tower |
> La tour exchange 130 King Street West, Suite 3400, Box 36 | 130, rue
> King Ouest, piece 3400, C.P. 36 Toronto (Ontario) M5X 1K6 tel. | tel.
> 416.954.2255 fax. | telec. 416.973.5004 matthew.sullivan@justice.gc.ca
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