

TOWN OF FORT FRANCES

Operations and Facilities Executive Committee

AGENDA - October 21, 2020, 8:30 AM

MEETING - Civic Centre

Session #016

Join Microsoft Teams Meetings

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Conference ID: 930 068 674#

	Page
1. <u>Call to Order</u>	
2. <u>Disclosure of pecuniary interest and the general nature thereof</u>	
3. <u>Approval of Previous Committee Minutes</u>	
3.1 Minutes from the previous meeting on October 7, 2020.	3 - 4
4. <u>New Business</u>	
4.1 Award of Tender 20-OF-15 - Five Year Landfill Operations	5 - 6
4.2 Award of RFP 20-OF-14 - Water and Wastewater Treatment Engineering Services	7 - 8
4.3 Sewer Rooting - Requests for Reimbursement	9 - 15
4.4 Award of Tender 20-OF-13 - Three (3) Year Supply and Delivery of Granular Materials	16 - 17
4.5 2021/2022 Connecting Link Program - Scott Street	18
4.6 Opening of the Outdoor Rinks for the 2020 Winter Season	19 - 20
4.7 Renewing an agreement with LAS for Natural Gas Procurement	21 - 31
4.8 Fastenal Client-Supplier OECM Purchasing Agreement	32 - 50
4.9 2021/2022 Connecting Link Program - Kings Highway 11/71 Pit Road 2 to Oakwood Road	51
5. <u>Information</u>	
5.1 Fort Frances Wastewater Treatment Facility September 2020 Monthly Report	52 - 60

	Page
5.2 Aircraft Landings 2020 - as of September 30, 2020	61 - 62
5.3 Sewer and Water Data for 2020 - updated October 13, 2020	63
5.4 2020 Tonnage at Landfill - updated October 15, 2020	64
6. <u>Adjourn / Next Meeting Date</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #015

October 7, 2020

A meeting of the Operations & Facilities Executive Committee of the Town of Fort Frances was held in the Committee Room and via Skype (virtual meeting resources) on Wednesday October 7th, 2020 from 8:30 a.m. to 9:20 a.m.

PRESENT: Chairperson R. Wiedenhoeft - Councillor, M. Behan - Councillor, J. McTaggart - Councillor, Mayor J. Caul (ex-officio)

ALSO PRESENT: T. Rob, Manager of Operations & Facilities, D. Brown, CAO and Jeff Norton, CND - 8:33 a.m. to 8:56 a.m.

1 Call to Order

1.1 The meeting was called to order at 8:30 a.m.

2 Disclosure of pecuniary interest and the general nature thereof

2.1 None

3 Approval of Previous Committee Minutes

3.1 Minutes from the previous meeting on September 23, 2020 - the minutes from the previous meeting were approved as amended.

4 Non-agenda Items

4.1 None

5 New Business

5.1 Request from G. Galbraith Re: Memorial Bench at Point Park - the administration report was forwarded to the First Nation Advisory Committee.

5.2 Request to use Oakwood Road for a Detour by the MTO - the administration report was approved as presented.

5.3 Extension Agreement with Emterra for Recycle Processing and Transportation Services - the administration report was approved as amended.

- 5.4 Request by Canadian National Demolition to set up a work camp at the Fort Frances Airport - the administration report was approved as presented.
- 5.5 Sewer Rooting - Requests for Reimbursement - the administration report was approved as amended.

6 Information

- 6.1 Fort Frances Wastewater Treatment Facility August 2020 Monthly Report - the Wastewater report for August 2020 was received and will be forwarded to Council as information only. No action required.

7 Adjourn / Next Meeting Date

- 7.1 The meeting adjourned at 9:20 a.m.

Next meeting - October 21, 2020

Executive Committee Chair

T. Rob, Manager of Operations & Facilities

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 20-OF-15 – Five Year Landfill Operations

Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining the tender submission for the Landfill Operations.

Tom Veert Contracting has been supplying the Town with Landfill Operations for many years and will hold his pricing for another five years through this tender.

It is the recommendation of the Operations and Facilities Executive Committee that Tender 20-OF-15 be awarded to Tom Veert Contracting and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that Tender 20-OF-15 be awarded to Tom Veert Contracting and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities

2020Oct21 Award of Tender 20-OF-15 - 5 year Landfill Operations.docx

September 3, 2020

Report To: Travis Rob, P.Eng., Manager of Operations & Facilities

From: Craig Miller, P.Eng., Environmental Superintendent

SUBJECT: Tender 20-OF-15 Award

Tender 20-OF-15 for the Five (5) Year Operation of the Town of Fort Frances Landfill site was opened on October 13, 2020.

A total of one bid was received, from the incumbent operator, Tom Veert Contracting Limited.

The costs breakdown as follows. Note all costs exclude HST.

Monthly Operation Cost	\$18,900.00 per month
Short Duration Access	\$148.00 per hour
Long Duration Access	\$140.00 per hour
Hourly Operational Rate for future adjustments	\$54.50 per hour

Short duration access is defined as after-hours access to the landfill of durations less than 15 minutes. Long duration access is after-hours access exceeding 15 minutes. The operational rate for future adjustments is for if the Town requests a change in hours of operation or an extension of operational hours.

These costs are the same as for the previous 5 year contract (2016-2020) and provide the Town of Fort Frances with cost certainty for the next 5 years.

There were no irregularities with the tender process.

It is my recommendation to award tender 20-OF-15 to Tom Veert Contracting Limited.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of RFP 20-OF-14 – Water and Wastewater Treatment Engineering Services

In the month of September the Town had issued an RFP for design engineering services for the setup of a standby power system at the Fort Frances Wastewater Treatment Plant as well as improvements to the Soda Ash tower at the Water Treatment Plant to address airborne dust in that plant.

Three firms attended a mandatory site meeting held September 28, 2020, being TBT Engineering, WSP and KGS Group. Proposals were opened at the Fort Frances Civic Centre with firms being encouraged to call in for the opening. Proposals were received from all three firms with the breakdown of costs listed below:

Firm	Proposal Cost
KGS Group	\$97,186
TBT Engineering	\$78,632
WSP	\$64,100

The proposals were reviewed using a scoring matrix as outlined in the Request for Proposal documents by Mr. Craig Miller, P.Eng, Environmental Superintendent as well as myself, summaries of scores are shown below:

Firm	Weighted Score – Travis	Weighted Score - Craig
TBT Engineering	74	70
KGS Group	72	61
WSP	66	66

The proposal that scored the highest was TBT Engineering. In the TBT price, tendering and Project Management were included which was out of the scope, removal of this portion of the costing would see a savings of \$11,760 for a total cost of \$66,872 plus applicable taxes. The 2020 Budget Allocation for these two projects is \$ \$60,000 resulting in a budget shortfall of \$8,048.95 across both projects. The schedule for this work takes us into February 2021 for completion, meaning that the shortfall can be included in the 2021 Capital Budget.

It is the recommendation of the Operations and Facilities Executive Committee to award RFP 20-OF-14 to TBT Engineering and further that the Mayor and Clerk be authorized to execute the agreement on behalf of the organization.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob', with a stylized flourish at the end.

Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee to award RFP 20-OF-14 to TBT Engineering and further that the Mayor and Clerk be authorized to execute the agreement on behalf of the organization.

Manager of Operations and Facilities

2020Oct21 Award RFP 20-OF-14 Water Wastewater Engineering.docx

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Sewer Rooting – Requests for Reimbursement

In March of 2020 as a result of the COVID-19 Pandemic the Town of Fort Frances, in an attempt to protect the health and safety of its staff and limit risk of exposure stopped all in house sewer and water works including sewer rooting activities. As a result, we had been directing any calls received at the Town of Fort Frances to local contractors to complete the works. In June 2020 two requests for reimbursement were received by Council allowed for the reimbursement of private sewer rooting services for the difference between the costs for the Town to complete the works (\$117.40) and the actual invoice. In September two addition requests were considered where the same reimbursement was awarded to the property owners. In October two additional requests were received where one of the two property owners was reimbursed. The Town of Fort Frances has developed a protocol for staff to enter dwellings and has resumed sewer cleaning activities effective September 22, 2020.

Attached you will find a report from Mr. Craig Miller, P.Eng, Environmental Superintendent outlining one additional request for reimbursement for recent sewer rodding works completed by a local contractor. It continues to be Administration's recommendation to the Operations and Facilities Executive Committee that these costs should not be reimbursed.

The Operations and Facilities Executive Committee recommends the following:

1. That the private invoice for 415 Second Street East is not reimbursed as there is a long history of root problems on the customer side of the service.
2. That each case continues to be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19.

Respectfully Submitted



Travis Rob, P.Eng

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

1. That the private invoice for 415 Second Street East is not reimbursed as there is a long history of root problems on the customer side of the service.
2. That each case continues to be considered individually going forward.
3. And that only works completed during the service reduction period related specifically to COVID-19.

Manager of Operations and Facilities

October 19, 2020

Report To: Travis Rob, P.Eng., Manager of Operations & Facilities

From: Craig Miller, P.Eng., Environmental Superintendent

SUBJECT: Sewer Rooting – Request for Reimbursement

The Town has received a request from Ms. Jennifer Woods at 415 Second Street East for reimbursement of sewer rooting that they had completed by Do-Rite Plumbing (John Marcus). The invoice was for \$175.00 + \$22.75 HST for a total of \$197.75. The work was performed on or about May 11, 2020.

The invoice indicates the location of the blockage but does not indicate the cause of the blockage. The location is specified to be 75 feet out.

The property owner had initially requested rooting services from the Town. Due to Covid-19 work restrictions, Town employees were not entering private buildings for work, including sewer rooting. Because of the Covid-19 work restrictions, we had been referring work out to local plumbers.

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

2.6 Blockage - tree roots - liability

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

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

- a) A minimum service charge as outlined in the current Town's User Fee By-law will be charged to the Owner for maintenance services.
- b) Where it is determined by the Town that the location of the obstruction is on the Owner's property all charges incurred, less the minimum service charge shall be paid by the Owner.

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

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

Minimum Charges (regardless of where the blockage is): \$26.50

Minimum Charge if blockage is on owner's property or owner is at fault: \$117.40 per hour. (A typical sewer rooting is a one-hour charge).

The town does not charge HST on sewer rooting work.

The Town adapted to the Covid-19 pandemic in March and imposed work restrictions to ensure the safety of Town employees. Not entering private buildings for sewer work was one of the restrictions implemented. Unfortunately, this restriction has meant that the Town has not been able to offer sewer rooting services unless the property has an outdoor cleanout. The Town has since resumed sewer rooting services on September 22nd.

Because the work was completed by private contractors, we cannot validate the location of the blockage, if any foreign materials were found or if roots were also encountered on the property owner's side of the property line.

415 Second Street East is a treed property with a history of plugged sewers on the owner's side of the property line. A CCTV inspection of the sewer service was completed in 2016. The sewer service is mostly clay tile except near the sewer main where the sweep into the main is PVC. Roots were present at most joints.

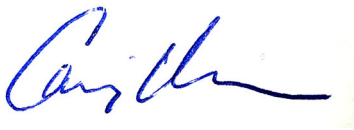
On October 5, 2020, we completed a CCTV inspection after receiving complaints from Ms. Woods after she had been advised by the plumber who did the rooting in May that the roots were on the Town side of the property line and the Town had always told them that the roots were on their side of the property line. The CCTV inspection showed roots

at most of the joints of the service line (approx. every 3-4 feet) as soon as the sewer line left the basement of the house until under the road bed.

It is my recommendation that we do not reimburse this sewer rooting request as roots are present throughout the owner's portion of the sewer service.

A Google Street View picture is attached of the property.

Respectfully submitted,



Craig Miller, P.Eng.
Environmental Superintendent

Attached:

- Invoice from Ms. Woods
- Imaging of 415 Second Street East
- Property File information – 415 Second Street East



Image capture: Oct 2015 © 2020 Google

Fort Frances, Ontario



Street View

MAINTENANCE RECORD

ADDRESS: 415 SECOND STREET EAST

DATE	REMARKS
OCT 28/80	CLEANED PLUGGED SEWER. PLUGGED AT PROPERTY LINE (ROOTS)
NOV 10/82	" " " " AT MAIN
FEB 27/83	CLEANED PLUGGED SEWER - PLUGGED AT MAIN
JULY 24/84	" " " " PLUGGED ?
SEPT 24/84	" " " " ?
SEPT 30/03	REPLACED LEAD WATER SERVICE WITH 19MM COPPER, NEW CURB STOP, S.S. ROD & SERVICE BOX. NOTE: SEWER IS 150MM CLAY TILE AND IS JUST BESIDE & LOWER THAN WATER.
DEC 31/07	CLEANED PLUGGED SEWER - BLOCKAGE 20' TO 60' FROM CLOIN HOUSE - ROOTS, FEMININE HYGIENE PRODUCTS.

DATE	REMARKS
OCTOBER 9, 2008	BLOCKAGE - 20' TO MAIN - ROOTS - 50/50 SPLIT
JAN. 25, 2010	BLOCKAGE @ 60' - TAMPONS - OWNER BILLED
AUGUST 16, 2010	BLOCKAGE @ 20'-60' - TREE ROOTS - BILLED
NOVEMBER 29, 2011	BLOCKAGE @ 20'-60' - ROOTS & RAGS - BILLED
APR 2/13	CLEANED PLUGGED SEWER - 20-60' SM. OBSTRUCTIONS, PAPER TOWEL BACK
APRIL 30/15	CLEANED PLUGGED SEWER - ROOTS @ 55'
MAY 3/16	CLEANED PLUGGED SEWER - ROOTS @ 32'
MAY 25/16	CLEANED PLUGGED SEWER - PUG & BUN TOILET & C/O
JUNE 16/16	CLEANED PLUGGED SEWER - FEM HYGIENE PRODUCTS @ 37'. CCTV'D - SHOWED ROOTS. CLEANED AGAIN - ROOTS & CLOTH BACK
NOV 8/18	FOR CLEANED SEWER SERVICE @ OWNER'S REQUEST (NOT PLUGGED) - ROOTS @ 20 & 40 FT

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Award of Tender 20-OF-13 – Three (3) Year supply and delivery of Granular Materials

The tender for the supply and delivery of granular materials closed on October 13, 2020. Please find attached spreadsheet outlining pertinent information in regards to the tender bids received.

The highlighted 'green' items on the spreadsheet are the lowest unit price received for each of the granular products tendered in each of the three years and the highlighted 'red' items are the highest unit prices for each of the granular products tendered in each of the three years. Both tenders were checked and mathematically accurate and compliant. For the first time there was an item included for the annual grinding of Recycled Asphalt removed from road jobs into Recycled Asphalt Pavement (RAP) for the Town to use on utility patches temporarily until proper asphalt can be placed.

Administration recommends the following;

1. That the supply and delivery of Granular "B" Type 1, 19mm Clear Stone Type 1, Rock for Shoreline Protection and Cobble Stone be awarded to George Armstrong Company for each of the three years as tendered.
2. That the supply and delivery of Granular "A", Screened Winter Sand, Crusher Screenings and Grinding of RAP be awarded to Tom Veert Contracting for each of the three years as tendered.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will ensure the following

1. That the supply and delivery of Granular "B" Type 1, 19mm Clear Stone Type 1, Rock for Shoreline Protection and Cobble Stone be awarded to George Armstrong Company for each of the three years as tendered.
2. That the supply and delivery of Granular "A", Screened Winter Sand, Crusher Screenings and Grinding of RAP be awarded to Tom Veert Contracting for each of the three years as tendered.

Manager of Operations and Facilities

		2021 Unit	George Armstrong Company		Tom Veert Contracting		% Difference
2021	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	from Low Bid
Granular A	2000	\$ 14.67	\$ 16.95	\$ 33,900.00	\$ 14.67	\$ 29,340.00	15.54%
Granular B - Type 1	3000	\$ 9.40	\$ 9.40	\$ 28,200.00	\$ 10.17	\$ 30,510.00	7.57%
Screened Winter Sand	3000	\$ 14.13	\$ 22.60	\$ 67,800.00	\$ 14.13	\$ 42,390.00	59.94%
Crusher Screenings	2000	\$ 15.48	\$ 18.08	\$ 36,160.00	\$ 15.48	\$ 30,960.00	16.80%
19mm Clear Stone Type 1	500	\$ 23.00	\$ 23.00	\$ 11,500.00	\$ 25.43	\$ 12,715.00	9.56%
Rock for Shoreline Protection	500	\$ 38.00	\$ 38.00	\$ 19,000.00	\$ 39.55	\$ 19,775.00	3.92%
Cobble Stone	500	\$ 24.00	\$ 24.00	\$ 12,000.00	\$ 25.14	\$ 12,570.00	4.53%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 208,560.00		\$ 225,720.00	

		2022 Unit	George Armstrong Company		Tom Veert Contracting		% Difference
2022	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	from Low Bid
Granular A	2000	\$ 14.67	\$ 17.52	\$ 35,040.00	\$ 14.67	\$ 29,340.00	19.43%
Granular B - Type 1	3000	\$ 9.58	\$ 9.58	\$ 28,740.00	\$ 10.17	\$ 30,510.00	5.80%
Screened Winter Sand	3000	\$ 14.13	\$ 24.86	\$ 74,580.00	\$ 14.13	\$ 42,390.00	75.94%
Crusher Screenings	2000	\$ 15.48	\$ 18.65	\$ 37,300.00	\$ 15.48	\$ 30,960.00	20.48%
19mm Clear Stone Type 1	500	\$ 23.45	\$ 23.45	\$ 11,725.00	\$ 25.43	\$ 12,715.00	7.79%
Rock for Shoreline Protection	500	\$ 38.75	\$ 38.75	\$ 19,375.00	\$ 39.55	\$ 19,775.00	2.02%
Cobble Stone	500	\$ 24.48	\$ 24.48	\$ 12,240.00	\$ 25.14	\$ 12,570.00	2.63%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 219,000.00		\$ 225,720.00	

		2023 Unit	George Armstrong Company		Tom Veert Contracting		% Difference
2023	Units (t)	Price	Unit Price	Total Price	Unit Price	Total Price	from Low Bid
Granular A	2000	\$ 14.67	\$ 18.08	\$ 36,160.00	\$ 14.67	\$ 29,340.00	23.24%
Granular B - Type 1	3000	\$ 9.77	\$ 9.77	\$ 29,310.00	\$ 10.17	\$ 30,510.00	3.93%
Screened Winter Sand	3000	\$ 14.13	\$ 27.12	\$ 81,360.00	\$ 14.13	\$ 42,390.00	91.93%
Crusher Screenings	2000	\$ 15.48	\$ 19.21	\$ 38,420.00	\$ 15.48	\$ 30,960.00	24.10%
19mm Clear Stone Type 1	500	\$ 23.91	\$ 23.91	\$ 11,955.00	\$ 25.43	\$ 12,715.00	5.98%
Rock for Shoreline Protection	500	\$ 39.50	\$ 39.50	\$ 19,750.00	\$ 39.55	\$ 19,775.00	0.13%
Cobble Stone	500	\$ 24.96	\$ 24.96	\$ 12,480.00	\$ 25.14	\$ 12,570.00	0.72%
Grinding of RAP	6000	\$ 7.91	\$ -	\$ -	\$ 7.91	\$ 47,460.00	
TOTAL				\$ 229,435.00		\$ 225,720.00	

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2021/2022 Connecting Link Program – Scott Street

In 2019 the Town of Fort Frances received funding under the 2019/2020 Connecting Links program for the reconstruction of Scott Street from west of Colonization Road East to Reid Avenue. The next section of roadway in poor condition, due to be replaced on this segment of Connecting Link Highway is Scott Street from Reid Avenue to Armit Avenue.

Currently the Town has not undertaken any work for the design of this section of roadway so is not in a position to tender for this work. In 2019 the Town applied for funding under the 2020/2021 connecting links program, however we were not successful in receiving the funds. On August 13, 2020 the province announced an intake for the 2021/2022 Connecting Link program. For the eastern portion of our Connecting Link highways, this road segment is the next most critical road segment to be reconstructed. The Town will be submitting an application to the 2021/2022 Connecting Links Program for the design portion of the works for the reconstruction of Scott Street from Reid Avenue to Armit Avenue. The work will consist of a pickup survey, geotechnical investigation, detailed design, and tender drawings and specifications. The total estimated cost for this work is \$85,000.00 and the Town's portion of HST where the Connecting Link program will fund 90% of the costs up to \$3,000,000.00.

Under the Connecting Links program, a council resolution is required to accompany any application.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the detailed design of the reconstruction of Scott Street from Reid Avenue to Armit Avenue.

Manager of Operations and Facilities

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Opening of the Outdoor Rinks for the 2020 Winter Season

With COVID restrictions impacting a large number of our operations throughout the organization, outdoor rinks are the next activity to be discussed.

At this point, there should be no issues with opening of the outdoor rinks for the winter season provided that the Town install signs promoting physical distancing by those using the rinks. However with the requirements for cleaning and disinfecting of surfaces in accordance with health guidelines and COVID restrictions and the limited availability of staff in the winter months, especially on weekends, the rink shacks will not be open for this winter season. As an alternative to this, the Town will setup benches and possibly a picnic table at each rink for users to use to tie skates etc.

As for the North End Rink, in order to open the rink we would have to reinstate the electrical and water services. With the electrical reinstatement, there would be a requirement to have an ESA inspection of the site, including the shack and any deficiencies would have to be addressed prior to being able to heat the shack and turn water back on. Once the water was turned back on, any leaks or breaks would have to be repaired prior to being able to reliably flood this rink. In addition to these unknown costs, the operational costs associated with electrical power and sewer and water have not been budgeted for the 2020 budget. This rink was shut down in 2017 as a budget balancing exercise due to the low usership for an annual savings of \$4222.50 (2016). At this point, the budget outlook for 2021 is not better than that of 2017 and in the likely event that cuts would be considered in the 2021 budget, this would be top of the list in the O&F Division due to historical low usership and very poor condition.

It is the recommendation of the Operations and Facilities Executive Committee that the following operating program for the outdoor rinks be adopted for the 2020/2021 winter season:

1. No rink shacks will be open to the public for the duration of the season but the McIrvine and East End Rinks will be open, and signage will be posted promoting physical distancing.
2. Benches, picnic tables be set out for users to tie skates/shoes.
3. The North End Rink remains closed

Respectfully Submitted



Travis Rob, P.Eng
Manager of Operations and Facilities

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the following operating program for the outdoor rinks be adopted for the 2020/2021 winter season:

- 1. No rink shacks will be open to the public for the duration of the season but the McIrvine and East End Rinks will be open, and signage will be posted promoting physical distancing.**
- 2. Benches, picnic tables be set out for users to tie skates/shoes.**
- 3. The North End Rink remains closed**

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Renewing an agreement with LAS for Natural Gas Procurement

The Town of Fort Frances has been part of the LAS Natural Gas procurement process for many years and see both a reduced cost for gas services, but an annual rebate check. Recently LAS has updated the Agency Agreement (Legal) for the program. The original contract had not been updated in 15 years and was quite general. The new agreement provides greater detail on the program, LAS' responsibilities and fees, better protecting both our members and LAS. It does not change the way the program operates, and the fees that LAS charges remain the same.

It is the recommendation of the Operations and Facilities Executive Committee that the Town enter in to the new LAS Agency Agreement for the LAS Natural Gas Procurement Program and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Town enter in to the new LAS Agency Agreement for the LAS Natural Gas Procurement Program and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities

2020Oct21 LAS Natural Gas Procurement Agreement.docx

This Natural Gas Appointment and Retainer Agreement (“**Agreement**”) is made and entered into as of this __ day of _____, 20__.

BETWEEN:

Local Authority Services (“LAS”)

-AND-

+ (“Member”)

Each of the foregoing entities being referred to individually as “**Party**” or collectively as “**Parties**”.

WHEREAS the Member wishes to retain LAS on an exclusive basis to provide professional services regarding advice on options for purchasing natural gas and to act as its agent in taking certain actions related to such natural gas purchasing activity as set forth herein;

AND WHEREAS the Member acknowledges that such actions may include but are not limited to (i) entering into natural gas purchase and sale agreements and transactions with commodity suppliers for a quantities of natural gas and/or (ii) entering into financial agreements to fix the price or range of prices to be paid by the Member for the future delivery of some or all of the natural gas required by the Member (iii) entering into agreements with third party service providers such as utility companies, local distribution companies, pipeline companies and storage operators for the transportation and delivery of natural gas (“**Third Party Service Providers**”) and/or (iv) entering into agreements which are customary to the natural gas industry such as assignment and assumption agreements, letters of authorization, agency appointment agreements, confidentiality agreements and IT user related agreements (all of which agreements or transactions referred to as “**Natural Gas Agreements**”);

AND WHEREAS the Member wishes to enter into Natural Gas Agreements to minimize the cost or risk associated with the procurement of natural gas;

AND WHEREAS the Member has passed the necessary by-laws or resolutions to permit the Member to enter into Natural Gas Agreements and transactions thereunder;

AND WHEREAS the Member has adopted a statement of policies and goals relating to the use of Natural Gas Agreements to address commodity pricing and costs and has passed the necessary by-laws or resolutions authorizing LAS to act as its agent;

AND WHEREAS the Member has provided LAS with copies of the aforementioned policies, goals, bylaws or resolutions;

NOW THEREFORE THE PARTIES agree as follows:

1. **APPOINTMENT AND AUTHORIZATION OF LAS**

- 1.1 The Member appoints LAS as its exclusive agent in respect of all matters specified in this Agreement including the solicitation and analysis of offers, negotiating and execution of Natural Gas Agreements and the management and administration associated with such Natural Gas Agreements.
- 1.2 The Member acknowledges and agrees that LAS, as its exclusive agent has full and complete authorization and discretion to take the following actions on behalf of the Member:
 - (a) access any and all information relating to the Member which is in the possession and control of any Third Party Service Providers which relates to the supply and delivery of natural gas at Member facilities;
 - (b) negotiate on behalf of the Member Natural Gas Agreements including the specific terms and conditions contained therein, and execute the same together with other related agreements and documents reasonably requested by the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (c) disclose to any third party any information of the Member which is necessary to disclose for the purposes of this Agreement or any Natural Gas Agreement or for the purpose of billing, settlement or accounts, administrative matters or for any other purpose relating to the Natural Gas Agreements;
 - (d) as agent for the Member enter into transactions under the Natural Gas Agreements in the name of the Member, and to execute on behalf of the Member confirmations evidencing such transactions;
 - (e) carry out or direct the Member to carry out any ongoing responsibilities of the Member specified in any Natural Gas Agreements or exercise any rights as required to implement said Natural Gas Agreements;
 - (f) terminate any of the Natural Gas Agreements including any or all of the transactions under the Natural Gas Agreements or any related agreements entered into with the counterparty to the Natural Gas Agreements, on the Member's behalf;
 - (g) contract with and otherwise appoint any third party selected by LAS in its sole discretion for the purposes of carrying out any responsibilities of LAS contained in this Agreement (any such appointee, consultant, service provider or delegate shall be engaged on terms satisfactory to LAS);

- (h) terminate any contract of any third party appointed by LAS under Section 1.2(g) and
- (i) carry out any duties or responsibilities and take any actions on the Member's behalf not otherwise specified herein that are incidental or related to carrying out its role as agent herein.

2. **LAS OBLIGATIONS**

2.1 LAS will:

- (a) solicit and analyze offers, negotiate and where appropriate enter into Natural Gas Agreements in the name of the Member as agent for the Member;
- (b) monitor the regulatory developments concerning natural gas and where appropriate provide recommendations to the Members on Natural Gas Agreements;
- (c) continuously search for and solicit Natural Gas Agreements on the Member's behalf;
- (d) nominate natural gas on a timely basis with Third Party Service Providers;
- (e) account to the Member for all amounts paid to or to be paid by the Member under the Natural Gas Agreements or this Agreement;
- (f) review all natural gas invoices received from Third Party Service Providers and ensure payments (including GST/HST if applicable) are made in a timely manner;
- (g) review delivery rates for each of the Member's facilities to ensure that they are at the most appropriate rate; and
- (h) take such other action as the LAS deems appropriate in the exercise of its authority and performance of its obligations under this Agreement.

3. **MEMBER UNDERTAKINGS**

3.1 The Member will:

- (a) remain liable as principal for all obligations incurred under or relating to the Member's Natural Gas Agreements whether arising out of actions taken by LAS or the Member;
- (b) provide all necessary accurate data to enable LAS to solicit bids, negotiate and manage new Natural Gas Agreements prudently and as LAS believes to be in the Member's best interest;

- (c) forward to LAS all notices or other communication received by the Member relating to the Natural Gas Agreements or services provided under this Agreement by LAS;
 - (d) provide credit and financial information and collateral or performance assurances if required under any Natural Gas Agreements or this Agreement;
 - (e) pay for the supply of natural gas in accordance with the invoices issued by Third Party Service Providers plus any GST/HST which may be applicable;
 - (f) keep confidential the terms of this Agreement and any of the advice, details or arrangements provided to it by LAS or any of its appointed third parties;
 - (g) inform LAS of any statement of policies and goals relating to the use of Natural Gas Agreements and any amendments thereto;
 - (h) if requested by LAS, provide prudential support to LAS that is required under any of the Natural Gas Agreements or by any Third Party Service Providers; and
 - (i) execute any such documentation as may be deemed necessary by LAS to permit LAS to undertake any of the functions specified under this Agreement including the Notice of Appointment of Agent as set forth in Appendix A to this Agreement.
- 3.2 The Member acknowledges that bids may be solicited by LAS and transactions under the Natural Gas Agreements may be negotiated on behalf of a number of members. The Member further acknowledges and agrees that LAS may determine in its sole discretion whether the Member participates in any particular transaction under a Natural Gas Agreement.
- 3.3 The Member acknowledges that the fixed price for any transaction under its Natural Gas Agreements could at any time be below, above or equal to the market price for natural gas. The Member also acknowledges that the Natural Gas Agreements may contain provisions which may result in the Member owing a termination payment following default under the Natural Gas Agreements even though the member is not the defaulting party.
- 3.4 The Member acknowledges that LAS or a party appointed by LAS may charge and the Member agrees to pay a finance charge for each gigajoule supplied provided that such charge reasonably represents the cost of LAS or a party appointed by LAS providing collateral or performance assurance under Natural Gas Agreements or with Third Party Service Providers.
4. **LAS FEES**
- 4.1 The Member agrees to pay the fees set forth in Appendix B to this Agreement to LAS or any third party appointed by LAS as directed by LAS. The payment of these fees to LAS shall cover the costs of managing and administering the LAS natural gas program on

behalf of the Member including the cost of any third party appointed by LAS to assist in providing services under this Agreement.

5. **TERM**

- 5.1 The term of this Agreement shall commence on the date of execution and shall remain in effect for an initial period of two (2) years and thereafter shall automatically renew from year to year unless and until terminated by either Party upon one hundred and eighty (180) days prior written notice; provided, however, that this Agreement and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the Natural Gas Agreements expires. The obligation to make payment under Section 4 and Appendix B, and the liability and indemnification provisions shall survive the termination of this Agreement.

6. **LIABILITY AND INDEMNIFICATION**

- 6.1 While LAS takes proactive measures for the protection of the Member's interests, LAS cannot provide unconditional protection from the occurrence of unanticipated and uncontrollable events resulting in adverse financial consequences for the Member. LAS does warrant that the services provided by LAS under this Agreement will be performed in a professional manner. The Member agrees that if LAS breaches this warranty in performing services provided under this Agreement, the sole and complete liability of LAS for such breach will be limited to the return of the fees paid by the Member for services under this Agreement.
- 6.2 LAS liability under or for breach of this Agreement shall not exceed the amount of fees paid by the Member under this Agreement. In no event shall LAS be liable to the Member for incidental, indirect, special, punitive, exemplary or consequential damages howsoever caused, whether for breach of warranty, in tort, for contract or otherwise even if LAS has been advised of the possibility of such damages.
- 6.3 The Member hereby indemnifies LAS, its affiliates, its respective officers, directors, energy committee members, employees, agents, sub-agents, contractors, and consultants and holds them harmless from and against all losses, costs, liabilities, damages and expenses (including without limitation reasonable legal fees) it may incur as a result of LAS acting as the Member's agent as provided herein and the Member hereby agrees that it is liable for all obligations which LAS enters into on the Member's behalf.

7. **REPRESENTATIONS AND WARRANTIES**

- 7.1 The Member represents and warrants to LAS on an ongoing basis that:
- (a) all acts necessary to the valid execution, delivery and performance of this Agreement and the Natural Gas Agreements, including without limitation, public notice or other required procedures have or will be taken and performed as required under the *Municipal Act, 2001*;

- (b) the authorizing by-law with respect to the Agreement and the Natural Gas Agreements have been passed by the council of the Member in full compliance with the *Municipal Act, 2001*, the same was signed by the head of the council and the clerk and sealed with the municipal seal of the Member and no application has been made or action brought to quash, set aside or declared invalid such authorizing by-law nor has the same been in any way repealed, altered or amended and such authorizing by-law is now in full force and effect;
- (c) the aforesaid authorizing by-law and the Natural Gas Agreements contemplated thereby do not conflict with or result in a breach or violation of any statutory provisions which apply to the Member or any agreement to which the Member is a party or under which the Member or any of its property is or may be bound, or, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Member of any regulatory, administrative or other government or public body or authority, arbitrator or court;
- (d) no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the Agreement or any of the Natural Gas Agreements as authorized under the aforesaid authorizing by-law, or in any manner questioning the proceedings and authority under which any Natural Gas Agreements will be entered into, or the capacity of the officers of the Member authorized thereunder to enter into any Natural Gas Agreements, and no authority or proceedings for the Agreement or any Natural Gas Agreements have been repealed, revoked or rescinded in whole or in part;
- (e) entry into and performance of this Agreement and the Natural Gas Agreements by the Member are for a proper public purpose within the meaning of the *Municipal Act, 2001* and the regulations made thereunder;
- (f) the Member obligations to make payments hereunder are unsubordinated obligations and are not subject to any prior claim under any agreement or financial instrument to which the Member is a party;
- (g) the Member is not now subject to any restructuring order under Part V of the *Municipal Act, 2001* or other statutory authority; accordingly, no approval of the aforesaid authorizing by-law, the Agreement or the Natural Gas Agreements is required to be given by any transition board or commission appointed in respect of the restructuring of the Member; and
- (h) to the extent that the term of any transaction entered into in under a Financial Agreement exceeds the current Member council's term, before the Member exercised any powers in respect of the transaction, the Member's treasurer calculated an updated debt limit under Ontario Regulation 403/02 and the treasurer determined that the transaction would not cause the Member to exceed its updated limit and that the approval of the Ontario Municipal Board in respect of the transaction was not required.

7.2 Each Party represents and warrants to the other on an ongoing basis that:

October 1, 2020

- (a) it has the capacity and authority to execute this Agreement and perform its obligations and has taken the necessary action to authorize the execution and performance of this Agreement and the person signing this Agreement is authorized and empowered to do so;
- (b) it has obtained or submitted any authorization or approval or notice to with any governmental authority or regulatory body that is required for the due execution, delivery and performance of this Agreement;
- (c) the execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it;
- (d) this Agreement constitutes a valid and legal binding obligations enforceable against it in accordance with its terms;

8. **MISCELLANEOUS**

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario.
- 8.2 This Agreement may be executed by the Parties in separate counterparts, and each executed counterpart shall have the same force and effect as the original instrument. The Parties agree to accept facsimile signatures in lieu of original signatures as evidence of the agreement of the other Party, but each Party shall deliver to the other Party an originally executed copy of this Agreement as soon as possible thereafter.
- 8.3 Each Party will from time to time and promptly upon request, sign and deliver all further documents including any notices of appointment of agent and take all further action as may be reasonably necessary or appropriate to give effect to the terms and intent of this Agreement and to complete the Natural Gas Agreements contemplated by this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by the duly authorized officers:

Local Authority Services

City of

Judy Dezell
Director AMO Enterprise Centre, Business
Partnerships, LAS & ONE

[Name]
[Title]

Local Authority Services
200 University Avenue,
Toronto, ON M5H 3C6
(T) 416-971-9856
(F) 416-971-6191

[Member name and address]
(T)
(F)

October 1, 2020

Appendix A

NOTICE OF APPOINTMENT OF AGENT

THIS NOTICE OF APPOINTMENT OF AGENT is made as of the _____ day of _____, 20__

By: _____
a municipal corporation, having offices in the _____ of _____ in the Province of Ontario (hereinafter called “End User”),

To: **All Interested Parties**
(each a “Notified Party”).

1. Appointment. End User in accordance with its Natural Gas Agency and Appointment Retainer Agreement hereby appoints Local Authority Services (“LAS”) as its exclusive agent in respect of all matters related to the End User’s supply of natural gas. The End User further confirms and accepts the appointment by LAS of a third party to assist LAS in managing the End User’s gas supply in accordance with a services agreement between LAS and the third party. The third party may be changed from time to time by LAS.

2. End User Acknowledgement. End User acknowledges that in accordance with its Natural Gas Agency and Appointment Retainer Agreement with LAS that LAS is authorized to approve one or more purchasing strategies for natural gas. End User acknowledges that LAS has authorized, in accordance with the services agreement between LAS and third party, for the third party to assist by negotiating and managing one or more gas supply contracts, delivery agreements and collection service agreements for and on behalf of the End User.

3. Termination. End User may terminate the appointment of LAS as its agent in accordance with the provisions of the Natural Gas Agency and Appointment Retainer Agreement; provided, however, that this appointment and any other documents executed and delivered hereunder shall remain in effect until the last transaction entered into under any of the natural gas agreements expires. Notwithstanding the termination of the appointment of LAS, the End User shall remain liable for all natural gas agreements made on their behalf by LAS under its Natural Gas Agency and Appointment Retainer Agreement.

4. Effective Date. The appointments and directions are effective as of the date first set above.

October 1, 2020

(Legal Name of End User)

By: _____

Name: _____

Title: _____

Address: _____

City/Province: _____

Postal Code: _____

Telephone: _____

Appendix B

Fees

In accordance with Section 4.1, the Member agrees to pay LAS the following fees plus GST/HST, as applicable.

Volume (GJ/day)	Fee (\$/GJ)
5,000 or lower	\$0.14
5,001 to 8,000	\$0.12
8,001 to 15,000	\$0.10
15,001 or greater	\$0.095

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: Fastenal Client-Supplier OEM Purchasing Agreement

The Town uses Fastenal for many of their purchases, from safety apparel to shovels. Through investigations under the LAS Group Purchasing program, Fastenal started to talk to us about their funding program through OEM, a not for profit sourcing partner for Ontario Public Sector Organizations, particularly the Education Sector.

This program is very similar to the LAS group purchasing program, however for Fastenal, the pricing and promotions are better under this program. In addition, each department under the Town umbrella will be able to have a login to view pricing online and be able to take advantage of this pricing, including Fort Frances Power Corporation.

This agreement will allow the Town to save money on purchases we are already making and is at no obligation or cost to the town.

It is the recommendation of the Operations and Facilities Executive Committee that the Town enter into a Client Supplier Agreement with Fastenal Canada, Ltd and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that the Town enter into a Client Supplier Agreement with Fastenal Canada, Ltd and further that Mayor and Clerk be authorized to execute the agreement on behalf of the corporation.

Manager of Operations and Facilities

OECM Contract #OECM-2018-326-01 General Hand Tools, Maintenance and Safety Contract



Fastenal and OECM make cooperative purchasing simple. Use Contract #OECM-2018-326-01 for MRO Equipment, Tools, Maintenance and Safety Supplies. Fastenal is ready to serve OECM members with quality Maintenance, Repair and Operations, Tools and Safety Supplies and Services. Our offering spans 19 product categories available at more than 3,000+ in-market locations. In addition to our branches, OECM customers can shop online at Fastenal.ca.

Inventory Control Solutions

- We stock inventory locally – so you don't have to
- Custom bin-stock / line-stock programs
- Dock-to-dock delivery, in-plant locations, jobsite solutions
- FAST Solutions® – Automated supply technology to help you track and control consumption
- Binstock – A perfect fit for all those production and MRO items you can't dispense out of a vending machine but still need on your shelves.
- Onsite – We'll bring our experts, products and solutions within your four walls, driving cost savings and productivity gains in every corner of your business.



fastenal.ca

- Edit and approve eQuotes from your local branch
- View your custom pricing
- Check local branch availability
- Flexible delivery options: will call, local delivery, direct to site
- Account Management – workflow, spending controls, order templates, customer cross reference search, and more
- Integrations available via most leading e-business systems portals, including: Ariba, SciQuest, Oracle and Many More



and

Local Branch Service

- More than 3,000+ branches
- Contract pricing on all product lines
- 24-hour emergency service
- Flexible purchasing options: walk-in, phone, fax, or e-Commerce
- Just-in-time ordering and fast fulfillment delivery
- Value-added services



About OECM

OECM is a trusted not-for-profit collaborative sourcing partner for Ontario's education sector, broader public sector, and other not-for-profit organizations.

We contract with innovative, reputable suppliers to offer a comprehensive choice of quality products and services, and generate significant savings for our customers.

For more information please visit
<https://www.oecm.ca/>

Follow these steps to sign up with OECM!

No obligation and it's FREE!

1. Send an email to canadagov@fastenal.com with your interest in an agreement
2. Sign a CSA between your facility or institution and Fastenal
 - a. Your pricing and reporting is then set-up in Fastenal's system
3. That's it, your contract vehicle is ready to use!

HOW DO YOU PREFER TO BUY?

LOCAL BRANCH / PERSONAL SERVICE / INVENTORY SOLUTIONS / FASTENAL.CA

YOUR LOCAL SOURCE FOR MILLIONS OF PRODUCTS

Can't find it on our shelves? We can source and stock it for you.

Fasteners

Bolts
Screws
Sockets
Rod
Hardware
Set Screws
Nuts
Pins
Washers
Nails
Anchors

Riveting & Self-Clinching Products
Strut, Clamps, and Hangers
Retaining Rings & Clips
Weld Fasteners
Thread Repair
Security Fasteners

FNL

Cutting Tools & Metalworking

Drill Bits
Reamers
Taps & Accessories
End Mills, Shell Mills, & Milling Cutters
Drill Bushings & Die Springs
Tooling Components
Countersinks & Center Drills

Collets, Chucks & Accessories
Annular Cutter Products
Band Saw Blades & Coil Stock
Inserts & Tool Bits
Router Bits

FMT

Material Handling, Storage & Packaging

Storage Equipment
Casters & Wheels
Material Moving
Tape
Ladders & Work
Accessing
Equipment
Packaging Products
Workbenches & Work Tables

Leg Levelers, Vibration Pads, Tube Ends, & Caps
Drum & Drum Handling Equipment

EQUIPRITE

Tools & Equipment

Hand Tools
Power Tool
Accessories
Repair & Replacement Parts
Precision Measuring Tools
Air Tools & Accessories
Corded Power Tools
Cordless Power Tools
Measuring, Leveling, Testing, & Inspection

Clamping & Holding
Powder Actuated Systems
Hand Tool Storage
Flashlights & Batteries
Landscaping Tools & Outdoor Equipment
Power Equipment
Jobsite Preparation & Coverings

ROCK RIVER

Metals, Materials & Fabrication Equipment

Bars
Sheet Stock Material
Extruded T-Slot & Accessories
Fabrication Machinery & Equipment
Precision Ground Flat Stock
Wire Coils & Spools

Drill Rod
Tubes & Tubing
Balls
Industrial Flooring Products
Angles
Folds
Blanks

Power Transmission & Motors

Chain & Sprockets
Belts, Pulleys & Sheaves
Unmounted Bearings
Shims & Shim Stock
Mounted Bearings
Bushings
Collars, Couplings & Components
Linear Motion
General Purpose Motors

Grease Fitting Products
Grease Guns & Accessories
HVAC Motors
Motor Accessories
Bearing Packers
Definite Purpose Motors

STRONGHOLD

Safety

Protective Garments
Hand Protection
Eye Protection
Fall Protection
Foot Protection
Head Protection
Respirators
Facility Identification
Spill Containment
First Aid and Emergency Products
Matting
Hearing Protection
Confined Space Equipment
Fire Protection

Safety Storage
Cabinets & Containers
Traffic Control Products
Locking & Tagging
Ergonomics
Hydration Products
Jobsite Communications & Security
Key Center Components

BodyGuard SAFETY GEAR

Hydraulics & Pneumatics

Fittings
Push-to-Connect Fittings
Hose & Hose Products
Flow Control
Clamps & Collars
Pumps & Accessories

Flanges, Gaskets, & Rings
Tubing
Actuators & Cylinders
Crimping Machines

DYNAFLO

Lifting & Rigging

Rigging Hooks & Attachments
Eye Bolts & Eye Nuts
Slings & Accessories
Hoists, Lever Tools, & Cable Pullers
Lifting Hooks & Attachments
Cable
Chain
Cranes & Trolleys
Winches
Rope

Lifting Beams & Clamps
Snaps
S-Hooks
Jacks
Magnetic & Pallet Lifters
Festoon Kits
Pipe Lifters
Hitch Pins & Clips
Identification Tags

EQUIPRITE

Chemicals & Paints

Paints, Marking, & Lubricants
Accessories
Penetrants, & Corrosion Inhibitors
Adhesives
Silicones, Caulks, & Sealants
Automotive Application Chemicals
Cleaners, Degreasers, & Electrical Cleaners

Grease
Metalworking & Welding Chemicals
Floor & Surface Care Chemicals
Threadlocking Chemicals
Repair Chemicals
Insect & Weed Killing Chemicals
HVAC Chemicals
PVC Pipe Chemicals

Fleet & Automotive

Air Line Products
Electrical Products
Towing & Cargo Control
Shop Equipment
Wheel End Products
Dock Equipment

Standard Replacement Parts
Fleet Filters & Accessories

NORTHWAY FLEET SUPPLIES

Abrasives

Coated & Non-Woven Abrasives
Brushes & Deburring Products
Bonded Abrasives
Carbide Burr Products
Files
Abrasive Accessories

Sand Blasting Equipment
Production Abrasives
Buffing & Polishing Products

BLACKSTONE

Welding

Safety Clothing & Equipment
Gas Apparatus
Welding Helmets & Eye Protection
Welding Rods & Wire
Soldering Products

Consumables
Welding Tools & Support Components
Welding Cable
Welding Machines

BLACKSTONE

Look for these exclusive brands, available only at Fastenal.

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Carpet and Rug Institute
www.carpet-rug.org



Greenguard Environmental Institute
www.greenguard.org



Sustainable Forestry Initiative
www.sfiprogram.org



Green Seal
www.greenseal.org



Designed for the Environment
www.epa.gov/dfc



Leadership in Energy & Environmental Design
www.usgbc.org



EcoLogo
www.ecologo.org



Forest Stewardship Council
www.fsc.org



Searchable Green Product Identifier
Environmentally preferred products (certified or non-certified)



Searchable Supplier Diversity Products

SCHEDULE 2 - CLIENT-SUPPLIER AGREEMENT

THIS CLIENT-SUPPLIER AGREEMENT, made in duplicate, for **General Hand Tools, Maintenance and Safety Resources** as outlined in Request for Proposals **OECM#2019-326-01** is effective as of the **[Insert Client-Supplier Agreement effective date]** day of **[Insert month]**, 201**X**

BETWEEN:

[Insert full legal name and address of Client, College, University, School Boards or BPS entity]
(the "Client")

- and -

Fastenal Canada, Ltd.
(the "Supplier")

WHEREAS the Supplier entered into a Master Agreement with OECM referred to as **General Hand Tools, Maintenance and Safety Resources OECM#2019-326-01** for the provision of Resources;

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

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

ARTICLE 1 - DEFINITIONS

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

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

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

- (a) **July 24, 2022**, or,
- (b) the Expiry Date of any extension to the CSA; which in any event shall be no later than the expiry of the Master Agreement or any extension thereto.

ARTICLE 2 - THE MASTER AGREEMENT

2.1 This CSA is entered into pursuant to, incorporates by reference and is governed by the Master Agreement reference **OECM#2019-326-01**.

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

ARTICLE 3 – REPRESENTATIVES FOR CLIENT-SUPPLIER AGREEMENT

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

James Heer, Director of Government Sales
Phone: 613-979-7714
Email: jheer@fastenal.com

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

[Insert Client's contact name, phone/facsimile numbers and email address]

3.3 The OEMC representative for purposes of this CSA shall be:

Customer Relationship Management
Phone: 1-844-632-6900
Email: customersupport@oecm.ca

ARTICLE 4 - TERM OF CSA

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

ARTICLE 5 – RESOURCES, RATES AND PAYMENT PROCESS

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

ARTICLE 6 - RATES AND PAYMENT

- 6.1** The Client shall pay the Supplier in accordance with the Rates set out in the Master Agreement. For convenience, the applicable Rates are set out in Appendix B - Rates of this CSA.
- 6.2** The Client will pay the Supplier by way of **[Insert method of payment, e.g. Purchasing Cards, cheque, electronic funds transfer, etc.]**. The CSA payment terms are net thirty (30) days.
- 6.3** The Supplier shall bill the Client for Resources in accordance with Article 4 of the Master Agreement, unless otherwise set out in Appendix B - Rates to this CSA or in Article 6.1 above.

ARTICLE 7 – INSURANCE

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

ARTICLE 8 - NOTICES

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

- 8.3** In the event of a postal disruption, notices must be given by personal delivery or by facsimile or email, unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this Article.

ARTICLE 9 –TERMINATION

9.1 Termination by Either Party

Either party may terminate this CSA upon prior written notice of sixty (60) days to the other where such other party neglects or fails to perform or observe any material term or obligation of the CSA and such failure has not been cured within thirty (30) days of written notice being provided.

9.2 Termination by Client

The Client shall be entitled to terminate the CSA, without liability, cost or penalty:

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

9.3 Terminate for Convenience

Either party may terminate this CSA at any time for its convenience with not less than sixty (60) days' prior written notice.

9.4 Supplier's Obligations on Termination

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

- (a) provide the Client with a report detailing (i) the current state of the provision of Resources by the Supplier at the date of termination; and (ii) any other information requested by the Client pertaining to the provision of the Resources and performance of the CSA;
- (b) execute such documentation as may be required by the Client to give effect to the termination of the CSA; and
- (c) comply with any instructions provided by the Client, including but not limited to instructions for facilitating the transfer of the Supplier's obligation to another person.

9.5 Supplier's Payment Upon Termination

A Client shall only be responsible for the payment for the Resources supplied on or before the effective date of any termination of the CSA and for any Client-unique Resources in Supplier's inventory ordered at the specific request of the Client (which such inventory shall be immediately delivered to the Client). Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Resources performed or money paid prior to termination. In addition to its other rights of hold back or set off, the Client may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

9.6 Termination in Addition to Other Rights

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

ARTICLE 10 – PUBLICITY

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

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

11.1 Supplier's Power to Contract

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

11.2 Representatives May Bind the Parties

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

11.3 Independent Contractor

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

11.4 Subcontracting or Assignment

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

The Supplier shall not subcontract or assign the whole or any part of the CSA or any monies due under it, other than as outlined above without the prior written consent of the Client, not to be unreasonably withheld. Such consent shall be in the sole discretion of the Client and subject to the terms and conditions that may be imposed by the Client. Without limiting the generality of the conditions which the Client may require prior to consenting to the Supplier's use of a Supplier's Subcontractor, every contract entered into by the Supplier with a Supplier's Subcontractor shall adopt all of the terms and conditions of the Master Agreement and the CSA as far as applicable to those parts of the Resources provided by the Supplier's Subcontractor. Nothing contained in the Master Agreement or the CSA shall create a contractual relationship between any Supplier Subcontractor or its employees and the Client.

ARTICLE 12 – GENERAL

12.1 Severability

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

12.2 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the CSA where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the CSA would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events

shall include natural disasters and acts of war, insurrection and terrorism and labour disruptions but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under this CSA due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the CSA by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the CSA, at law or in equity.

12.3 Changes By Written Amendment Only

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

12.4 Section 217 Education Act et. al.

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

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

12.5 Criminal Records Check

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

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

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

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

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

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

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

12.6 Purchasing Policies and Guidelines

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

12.7 Harassment and Assault

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

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

[CLIENT'S NAME]

Authorized Signature

Name

Title

Contact Email

Contact Phone

Date

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

FASTENAL CANADA, LTD.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier

APPENDIX A – RESOURCES AND SUPPLEMENTARY PROVISIONS

1.1 Description of Resources

The Supplier will provide Resources that meet the requirements as set out in this Master Agreement.

1.2 Resource Requirements

Resources supplied must have CSA Group (formerly known as the Canadian Standards Association) and/or Underwriters Laboratories of Canada Product approval.

During the Term, the Supplier may be requested to provide proof of meeting or exceeding the applicable standards upon OEM or the Client's request.

1.2.1 Reseller Authorization

The Supplier must be the authorized reseller of all Resources.

During the Term, the Supplier must maintain the authorized reseller status for all Resources and provide proof of its status upon OEM's request. The Supplier must advise OEM of any changes to their reseller status within thirty (30) days of such change.

1.3 Resource Specification

The Supplier will provide new and unused Resources under the following categories:

- Category A – Machinery, Pneumatics/Hydraulics, Power Transmission and Tools;
- Category B – Fleet Maintenance, Handling & Storage, and Lubricants, Coolants & Fluids;
- Category C – Fasteners, Metalworking, Welding and Raw Materials;
- Category D – Outdoor Resources & Equipment, Painting & Supplies; and,
- Category E – Safety and Security.

1.4 Resource Catalogues

The Supplier will provide to Clients one (1) or more catalogues with Resource details and images, in electronic format. The Supplier will also provide to Clients a customized online ordering website with the relevant Master Agreement Rates.

The Supplier will provide Clients with both an English and French language catalogues.

1.5 Description of Core and Non-Core Resources

1.5.1 Core Resources

Core Resources are the high usage Resources commonly used by Clients.

1.5.2 Non-Core Resources

Non-Core Resources are those in addition to the Core Resources that a Client would purchase from the Supplier during the Term of the Master Agreement, regardless if they are included in the Supplier's published standard catalogue (e.g. typically published annually).

1.6 Ordering Process

The Supplier will support a variety of ordering methods, including but not limited to:

- Client's Enterprise Resource Planning ("ERP") solution;
- Electronic Data Interchange ("EDI");
- In-person purchase or ordering at the Supplier's branch location. The Supplier has eighty-four (84) branch locations covering Ontario (<https://www.fastenal.com/locations>);
- By phone;

- By electronic mail (or email) to a Supplier representative or central ordering centre; and,
- By online with a secure and dedicated login for Resources and Rates established under this Master Agreement.

The Supplier will provide a two (2) stage approval process for placing orders online. Stage 1, the Client's user places an order request online. Stage 2, the Client's user's manager approves or rejects the order request. If rejected, the order is not placed. If approved, the Supplier will fulfill that order request.

Clients may request to conduct testing the Supplier's online ordering system to ensure it is compatible with Clients' systems, policies and procedures.

The Supplier must ensure that only orders with a valid purchase order number are accepted unless the Client and the Supplier revise this requirement in the Client Supplier Agreement ("CSA").

1.6.1 Order Acknowledgement and Substitutions

The Supplier will notify the Client immediately or within one (1) Business Day of receiving a Client's order request detailing when the order will be delivered and Resources on backorder. The response will be in writing (e.g. email). On rush orders, the Supplier should confirm by telephone, but follow up with an email. The Supplier will include in this acknowledgement, any Resource ordered that cannot be fulfilled.

The Client may:

- Agree on substitute Resources recommended. The Client may return the substitute Resources in the event it does not fulfill the Client's needs. The Supplier will bear all costs for return;
- Cancel some or all of the order, which cannot be fulfilled exactly as ordered; or,
- Ask the Supplier to ship only available Resources and cancel any backorders.

The Client may change or cancel an order at no additional cost up to the point of shipping.

In the event that specific a Resource is not available to fulfil the Client's order, the Supplier will only substitute Resource upon advance approval from Client's designated personnel with a Resource of equal or better functionality at no additional cost.

1.6.3 Resource Availability and Allocation

The Supplier will provide notice to OEM and Clients within twenty-four (24) hours of the Supplier discovering any potential supply concern.

The Supplier will provide OEM and Clients with their resolution to the situation within twenty-four (24) hours of notification.

1.6.4 Electronic Commerce

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

1.6.5 No Minimum Order

There is no minimum order value or quantity requirement for Clients using this Master Agreement.

1.7 Resource Delivery

The Supplier will deliver orders with correct Resources and quantities.

All Resources will be Delivered Duty Paid ("DDP") to inside the door or the dock of the Client's location as requested.

Delivery charges of any kind (e.g. for orders, replacements, recalls, returns, warranty) will **not** be accepted or paid.

Clients may have more than one (1) location within their organization (e.g. one hundred (100) individual schools, three (3) campuses) and may have more than one (1) delivery location within one (1) delivery address (e.g. two (2) mini-inventory locations in one (1) campus). The Supplier and Client will set out this arrangement when signing a CSA.

The Supplier is responsible for delivering all Resources to the Client's location. The Client will not be responsible for any delivery activities.

Resources will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the Client's required information (e.g. name of the employee who placed the order, purchase order number, description and quantities ordered and shipped, back orders, if any).

The Client and Supplier may agree to other delivery terms (e.g. in order for the Supplier to reduce its environmental footprint, or to satisfy the Client's schedule) which are mutually beneficial to each party.

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

1.7.1 Lead Time

The Supplier will deliver Resources ordered by next Business Day or within forty-eight (48) hours for Core Resources, understanding that there may be extenuating circumstances (e.g. a longer delivery lead-time when purchasing special Resources). Non-Core Resource lead-times will be confirmed by the Supplier at the time of ordering.

1.7.2 Damaged or Defective Shipment

The Supplier will ensure the Resources meet the Client's specified quality levels and specifications.

Resources may not be accepted upon delivery if:

- The Resources or packaging of Resources are defective (e.g. broken and/or damaged);
- The Resources or packaging of Resources are not delivered as agreed; or,
- The Resources were substituted without prior approval of the Client.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Resources from the Client's location. Clients will not be responsible for any re-stocking charges due to damaged or defective Resources received.

1.7.3 Resource Returns

For Resources ordered in error by the Client, the Supplier will accept returns. There will be no restocking fees, associated shipping or any other fees to Clients for Resource returns.

Resource refunds options are either a credit applied to the Client's account, or an exchange for another Resource depending on the Client's preference.

1.8 Discontinued Resources

The Supplier will not arbitrarily discontinue Resources. When Resources are to be discontinued, the Supplier will provide a manufacturer's supporting letter to OEM. The Supplier will also work with Clients to provide the opportunity for Clients to purchase any remaining stock of the discontinued Resource. This approach will be carried out in a fair manner for all Clients that require the discontinued Resource.

1.9 Resource Warranty

The Supplier will warrant all Resources from the date of receipt for the length of the manufacturer's warranty period, but not limited to the following conditions:

- Faulty material; and,
- Manufacturing defects.

The Supplier will register the equipment Resources for warranty and manage manufacturer's warranty coverage upon delivery.

The Supplier will provide any special assembly, installation, care or maintenance instructions that must be followed to make a claim on the warranty directly to the Client on purchase of the Resource, unless directed otherwise by the Client.

Where a manufacturer's standard warranty applies to the Resource, the Supplier will be responsible for arranging Resource exchanges and repairs. For all Resources with warranty coverage, costs of parts, labour,

and shipping to and from the Client's location on all Resources associated with repairs and/or replacement and this will be at no cost to the Clients.

All warranty related repairs will be performed by a certified technician. Where possible, the Supplier should always repair at the Client's location to minimize equipment downtime.

The Suppliers contact information is:

- Client telephone support during Business Days; and,
- A toll-free telephone number: 1-877-FASTENAL (32783625).

The warranty process is as follows:

- Warranty claim is submitted by the Client. The Supplier will review and address the claim. Clients should provide complete information concerning their warranty claim, including without limitation the date of purchase, nature of the use and general application of the Resource purchased and details surrounding the failure;
- When submitting a warranty claim, send the required information to the Supplier by email to canadagov@fastenal.com;
- On receipt of the claim, the Supplier will conduct an investigation into the claim and, as needed, consult with the manufacturer of the Resource. The time to complete the full claims process varies from Resource to Resource. The Supplier will complete the claims process within three (3) weeks for most Resources. The Supplier will advise the Client at the point of claim submission if the process will take longer, and the reason for that extended process time;
- On completion of the investigation, the Supplier will provide a resolution to the Client; and,
- The time to complete an investigation and closing a warranty claim varies depending on various factors associated with the claim. The Supplier will exercise reasonable efforts to investigate, respond to and resolve such warranty claims in a timely manner.

1.10 Resource Trade-In

The Supplier may offer Clients discounts and/or credits for the use of old equipment no longer required. Details will be mutually agreed upon and outlined in the CSA.

1.11 Resource Related Services

The Supplier will provide Resource related services to support Client's usage including but not limited to the following:

- Post manufacture warranty Resource repair services;
- Preventative maintenance services; and,
- Technical support on using the Resource.

The Supplier will provide a quotation on the specific post-warranty repairs including costs associated with labour, parts and shipping if applicable for Client's prior approval.

The Supplier will provide Clients with a report on preventative maintenance and repair services upon request.

1.12 Supply Chain Programs

The Supplier will provide supply chain programs at no additional cost to Clients which can include but is not limited to the following:

- Vendor Managed Inventory ("VMI") – where the Supplier manages the Clients inventory of Resources, freeing up Clients manpower to do other activities;
- Consignment Inventory – Resources are stored in the Clients warehouse and only invoiced to the Client upon use. This provides safety stock to the Client at no additional cost until the Resource is used;
- Inventory Vending machines that hold key inventory Resources, issuing them only on and agreed approval process. These systems can automatically notify the Supplier when the inventory of Resources runs low;

- Resource standardization and substitutions – supporting Clients to reduce the variety of Resources purchased, allowing improved procurement efficiencies;
- Preventative maintenance project kits - allowing Clients who have regular maintenance work to create a single kit which contains a list of Resources required to complete a task (e.g. monthly maintenance on a vehicle requires the same specific Resources each month). The kit is ordered and inventoried as a single Resource number to provide ease of selection by the Client; and,
- Reduction in or reusable packaging.

1.13 Environmental Considerations

OECM and its Clients are committed to reducing the carbon footprint. The Supplier will keep OECM and Clients informed about any environment-friendly Resources, new technologies and green initiatives.

The Supplier offers a range of environmentally preferable Resources which all hold the green leaf symbol on the Suppliers website. Green Resources promote sustainability through energy conservation, green cleaning and maintenance, waste reduction and water conservation.

Further opportunities include:

- Offering recycling programs for lamps, ballasts, mercury-containing devices, batteries, and Personal Protective Equipment ("PPE") Resources ensuring safe disposal; and,
- Industrial vending machines. These can help reduce wasteful consumption of Resources as usage is controlled by the supervisor who has responsibility to encourage reduced consumption. This can lead to significant cost savings for an organization who actively manage this process.

1.14 Resource Samples

From time to time, Clients may be required to test one (1) or more Resources before a purchase (e.g. substitution or alternates) or prior to signing a CSA. The Supplier and the Client will work together to agree an approval process which will include any costs associated with the sample Resource.

1.15 Promotional Discounts

Supplier will offer to Clients special promotions to kick off new Resource lines, sell-off discontinued inventory, and/or end-of-line Resources.

1.16 Training

The Supplier will provide Resource training required at no cost to Clients to ensure the correct operation of any Resources purchased under this Master Agreement.

1.17 Technical Support

The Supplier will provide technical support services to Clients at no additional cost, including, but not limited to, the following:

- A phone number for technical support and warranty support during the Business Day;
- 24/7 online access to training and maintenance documentation; and,
- Manuals supplied with the Resources.
- A Supplier sales representative is also available to provide on-site and on-call support for Clients.

1.18 Other Resources

During the Term of the Master Agreement, if mutually agreed by OECM and the Supplier, other Resources may be added to the Master Agreement to align with Client needs. Master Agreements will be amended accordingly.

1.19 Quality Management

The Supplier operates an ISO 9001:2015 quality system across the organization. Full details can be found at <https://www.fastenal.com/en/729/quality-assurance>.

1.20 Invoicing

The Supplier will submit an invoice per shipment (aligned with packing slip) to the Client's Finance Department after Resources have been delivered as applicable, to the appropriate Client locations.

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

The invoices, in either paper or electronic format, as detailed in the Client's CSA will be itemized and contain, at a minimum, the following information:

- Client's name and delivery address;
- Invoice date and number;
- Name of the person who placed the order and/or the Client's purchase order number, as required;
- Detailed description of Resources invoiced, quantity and Rates including Suppliers list price, percentage discount off the Suppliers list price and net Rate;
- Client's cost centre number, general ledger number, as required; and,
- Extended total and Harmonized Sales Tax ("HST").

1.21 Payment Terms and Methods

The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

Note – Client's payment terms will **not** be in effect until the Supplier provides an **accurate** invoice.

The Supplier will accept payment from Clients by cheque, Electronic Funds Transfer ("EFT") or Purchasing Card at no additional cost.

1.21.1 Electronic Fund Transfer

The Supplier will provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution's name;
- Financial institution's transit number;
- Financial institution's account number; and,
- Email address for notification purposes.

1.21.2 Financial Incentives to Clients

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

- Increased online ordering;
- Scheduled deliveries;
- Use of a Purchasing Card;
- EDI invoicing and payment processes;
- Early payment discount for Clients;
- Higher volumes/overall growth in business; and,
- Supply Chain efficiencies such as vending machines, on-site consignment inventory and VMI which lead to better management of Resources and reduced manpower requirements which leads to reduced costs for the organization.

The Client and Supplier will mutually agree on the option to receive these financial incentives in a format of a lower Rate.

The Client may negotiate specific details related to one (1) or more financial incentives.

The financial incentives the Supplier and Client agree to will be incorporated into the CSA and reviewed and adjusted (e.g. annually), as required and reported to OECM in the spend report on a monthly basis for each Client.

1.22 Customer Support to Clients

The Supplier will provide effective Customer support to Clients including, but not limited to:

- A responsive account executive (or team of personnel lead by an account executive) assigned to the Client to support their needs by providing day-to-day and ongoing ordering, administrative, operational support and issue resolution;
- Responding to Client's inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- Easy access to the Supplier (e.g. by online, telephone number, email, and voicemail) during Client's Business Day;
- Knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Perform Customer satisfaction surveys coordinated with OECM;
- Attend meetings with Clients, as requested;
- Provide a Supplier's sales representative to provide on-site and on-call support;
- Access to a Supplier's sales specialist who focuses on government agencies, higher education and who can help with best practice, compliance and training; and,
- Provide reports, upon request.

1.23 Master Agreement Management Support to OECM

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

- Assigning an OECM account executive responsible for overseeing all aspects of the Client relationship and issues, providing OECM support of the Master Agreement;
- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Promoting the Master Agreement within the Client community;
- Attending periodic (e.g. quarterly, semi-annually or annually) business review meetings with OECM to review:
 - The previous period's Performance Management Scorecard;
 - CSAs and upcoming opportunities will be identified to OECM (active and those pending);
 - Resources and potentially other related Resources to support Client's business requirements;
 - Issue management and opportunities for improvement;
 - Review and monitor performance management compliance;
- Monitoring, managing and reporting pricing, savings and Customer satisfaction; and
- Timely submission of reports showing invoiced Resources, the applicable CRF, and other ad hoc reports requested.

1.23.1 Supplier's Performance Management Scorecard

To ensure Master Agreement requirements are met, the Supplier's performance will be measured and tracked by OECM to ensure:

- On time delivery of high-quality Resources at the Master Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time Master Agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement.

During the Term, the Supplier will collect and report the agreed upon Service Level Agreement's ("SLAs") as requested by OECM. The Supplier's Performance Management Scorecard and other performance indicators will be used to measure the Supplier's performance throughout the Term of the Master Agreement, ensuring Clients receive quality Resources. The Supplier's performance score will be considered when OECM contemplates Master Agreement decisions, such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related Resources to the Master Agreement;
- Master Agreement extensions; and,
- Master Agreement termination;

The Supplier will maintain accurate records to facilitate the required performance management reporting requirements. Refer to Appendix C – Supplier's Performance Management Scorecard for more details.

A Client may, when executing a CSA, seek other KPIs and SLAs.

1.23.2 Supplier Recognition Program

In order to strengthen OECM's relationships with supplier partners and drive greater performance, OECM will be introducing a Supplier Recognition Program ("SRP") in 2020. OECM will objectively evaluate supplier partner performance using an open, fair, and transparent framework based on supplier partner performance, generated savings and value, technical strength and agreement performance.

The SRP will drive long-term supplier partner performance by recognizing and motivating supplier partners to deliver continued savings, choice and service to Clients.

Through the SRP OECM will classify supplier partners into (1) of four (4) categories: Platinum, Gold, Silver and Bronze based on objective criteria.

The SRP is not intended to constitute an endorsement by OECM of any particular supplier partner.

1.23.3 Reporting to OECM

The Supplier will be responsible for providing reports to OECM as further described below, including but not limited to:

- Sales reports (e.g. including Client name, invoice number and date, description of Resources, percentage discount off Supplier's list Price and net Rate, and delivery address);
- Supplier's Performance Management Scorecard;
- CSA status and Second Stage Selection Status; and,
- Other ad hoc reports requested by OECM.

Appendix D – Reporting Requirements provides a full list of the Supplier's reporting requirements under the Master Agreement.

1.23.4 Sales Reports

The Supplier will be responsible for providing monthly sales reports to OECM. The reports will include, but not be limited to:

- Client's organization name;
- Client's sector (College, School Board, University or other BPS entities);
- Client's address where the Resources were delivered to;

- Resource details (e.g., description, manufacturer's part number, the Supplier's part number);
- Quantity;
- Rates and Total cost (subtotal excluding taxes); and,
- Cost Recovery Fees.

1.23.5 Second Stage Selection Process Report

The Supplier will be responsible for providing quarterly Second Stage reports to OEMC as further described below, including but not limited to:

- Second Stage Selection Process reference numbers;
- Client's organization name;
- Client contact;
- Second Stage summary (e.g. Resource requested, committed volume);
- Value of the Second Stage Selection Process;
- Savings; and,
- Second Stage status (e.g. submitted to Client, due date to Client).

The Supplier will be responsible for any other ad hoc reports requested by OEMC.

1.23.6 CSA Status Report

CSA reports should at a minimum include the status of the CSA (e.g. pending, completed).

1.24 Disaster Recovery and Business Continuity

The Supplier is to provide to OEMC and/or Clients upon request, relevant information about the Supplier's disaster recovery and business continuity program including the process, policies and procedures related to safety standards, preparing for recovery or continuation of services' and support critical to Clients.

1.25 Licenses, Right to Use and Approvals

Supplier will obtain all permits, licenses, and approvals required in connection with the supply of the Resources. The costs of obtaining such permits, licenses, and approvals will be the responsibility of, and will be paid for by, the Supplier.

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

1.26 Documentation

The Supplier will maintain all necessary records related to the provision of the services for seven (7) years after the expiration of the Term of the Master Agreement.

1.27 Electrical Requirements

Any electrical Resources being proposed for consideration pursuant to this RFP must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the *Standards Council of Canada Act* (Canada), and will bear the certification organization's mark identifying the goods certified for use in Canada. Certification will be to the standard that is appropriate for the intended use of the electrical Resources at Client's facilities. On the request from OEMC or the Client, the Supplier will provide satisfactory evidence of such certification, as applicable.

1.28 Workplace Hazardous Materials Information System (WHMIS)

The Supplier will ensure Workplace Hazardous Materials Information System ("WHMIS") Safety Data Sheets ("SDS") are onsite as required. Additionally, the Supplier should provide the Client's personnel WHMIS training, as it relates to the Resources, in accordance with the *Ontario Occupational Health and Safety Act*.

October 21, 2020

Report To: Mayor and Council

From: Travis Rob, Manager of Operations and Facilities

RE: 2021/2022 Connecting Link Program – Kings Highway 11/71 Pit Road 2 to Oakwood Road

The Town of Fort Frances has two different sections of Connecting Link Highway dividing at Central Avenue. Under the Connecting Link program, we are eligible to apply annually for funding for each section of highway independently. For the 2021/2022 intake the Town is applying to reconstruct Kings Highway from Pit Road #2 to Oakwood Road.

In May 2019, the Town applied for funding under the 2019/2020 Connecting Link program for this project and was funded a portion of the costs relating specifically to the detailed design works for this project, in 2020 the Town applied for funding to complete phase 1 reconstruction of Kings Highway from Pit Road 1 to Pit Road 2.

This road segment is the next most critical road segment to be reconstructed under the Connecting Link program to the west side of town and an application is being prepared for submission prior to the November 6 deadline. The work will consist of tendering in spring 2021, reconstruction of road base and subbase and binder course asphalt in 2021 with surface course paving in 2022 at a total estimated cost of \$2,126,151.71 including engineering, contingency and the Town's portion of HST where the Connecting Link program will fund 90% of costs up to \$3,000,000.00.

For Connecting Link program applications, all applications are required to be accompanied by a council resolution.

The Operations and Facilities Executive Committee recommends that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.

Respectfully Submitted



Travis Rob, P.Eng

Council approval of this report will agree with the recommendation of the Operations and Facilities Executive Committee that a separate resolution be passed by council supporting the application to the Ministry of Transportation 2021/2022 Connecting Link program for the reconstruction of Kings Highway from Pit Road #2 to Oakwood Road.

Manager of Operations and Facilities

October 15, 2020

Town of Fort Frances
320 Portage Avenue
Fort Frances Ontario
P9A 3M5

Attention: Mr. Craig Miller
Environmental Superintendent

Dear Craig:

**Re: Fort Frances Wastewater Treatment Facility
September 2020 Monthly Report**

As per the operating agreement, the attached document is the September 2020 monthly report for the Fort Frances Wastewater Treatment Facility.

The report highlights the influent and effluent quality and the process parameters. Additionally, the routine operation and maintenance activities conducted by the operators are summarized.

If you have any questions regarding this report do not hesitate to contact Mr. Jeff St. Pierre, Regional Hub Manager.

Yours truly,



Kelly Cunningham
Team Lead

For Jeff St. Pierre
Regional Hub Manager

**The Corporation of the Town of Fort Frances
Wastewater Treatment Plant
(Sewage Plant)
September 2020 Monthly Operations Report**

INTRODUCTION

In accordance with the Agreement between the Ontario Clean Water Agency (Operating Authority) and the Town of Fort Frances, the Fort Frances Sewage Treatment Plant is required to prepare a monthly report. This document covers the reporting month of September 2020; the facility performance report summarizes important information regarding the quality of the effluent, wastewater, analytical test results, maintenance operations, and relevant activities of the WWTP.

DESCRIPTION OF WORKS

Capacity of Works	9000 m ³ /day (average flow)
Service Area	Town of Fort Frances and Couchiching Reserve
Service Population	9000
Effluent Receiver	Rainy River
Major Process	Secondary treatment facility complete with a phosphorus removal system; ultra violet disinfection; aerobic sludge stabilization and dewatering

The Fort Frances Sewage Treatment Plant operates under *Environmental Compliance Approval Number 6786-A44PWG*. The ECA outlines the terms and conditions, and the report captures these terms and conditions in the following sections.

LABORATORY

ALS Laboratory Group – Thunder Bay is contracted to conduct the required analytical tests of the influent (raw) and effluent samples; weekly requirement.

SEPTEMBER 2020 EFFLUENT QUALITY

<i>Parameters</i>	<i>Monthly Actual Concentration mg/L</i>	<i>Compliance Criteria Concentration mg/L</i>	<i>Performance Objective Concentration mg/L</i>	<i>Monthly Actual Loading, kg/d</i>	<i>Compliance Criteria Loading kg/d</i>	<i>Performance Objective Loading kg/d</i>
CBOD ₅	2.0 mg/L	25 mg/L	15 mg/L	10.6 kg/d	225 kg/d	135 kg/d
Total Suspended Solids	2.1 mg/L	25 mg/L	15 mg/L	11.6 kg/d	225 kg/d	135 kg/d
Total Phosphorus	0.17 mg/L	1.0 mg/L	0.9 mg/L	0.96 kg/d	9 kg/d	8.1 kg/d
Total Nitrogen Nitrate Nitrogen	7.40 mg/L 5.02 mg/L					
Total Cl ₂ Residual		<0.01 mg/L (when in use)				
E-Coli		10 count/100 ml (geometric mean)		200 count/100ml (geometric mean)		E-coli not to exceed 150 organisms/100ml (monthly geometric mean density)
pH				pH range 6.7 to 7.1; average pH was 6.9		
Temperature degrees C				Temperatures ranged from 16.5 to 17.5 C; average temperature of effluent was 17.0 C		

Compliance criteria are mandatory requirements of the ECA and performance objectives are a goal to be achieved using best reasonable efforts.

WASTEWATER LIQUID PROCESS

The average daily flow for September was 5464.9 m³/day. This represents 61% of the design average flow. Total treated flow for the month was 163947 m³.

The Fort Frances WWTP met all effluent compliance criteria for the parameters listed above and additionally was well within the recommended more stringent monthly performance objectives as outlined in the Environmental Compliance Approval.

MAINTENANCE

The operators performed the routine operations and maintenance at the treatment plant and pumping stations. The activities are highlighted as follows and a summary will be included:

Treatment Plant:

- Alternated lead/lag pumps
- Adjusted fluidizing water to head cell and grit snail as needed
- Greased all blowers
- Regular cleaning of head works EW basket strainer
- Greased Grit Snail and lubricated drive chain
- Monthly inspection of spiral screen access hatch, removed wrapped debris
- Weekly manifold wash and restrictor cleaning on the Fournier press
- Drained and inspected teacup, hosed snail
- Replaced battery on Yamaha generator
- Greased flocculator seal bearing
- Replaced pump tubing on influent automatic sampler
- Wiped DO probes
- Drained and inspected both clarifiers, removed one link each longitudinal chain
- Greased bearings, tensioned belts and replaced air filters all air handlers

Pump Stations:

- Ran gensets
- Changed seal water strainers

PROCESS AND OPTIMIZATION ISSUES

SLUDGE SUMMARY

Dennis Robinson Limited hauled a calculated total of 114.8 m³ (11 bins) of thickened digested sludge to the Town of Fort Frances landfill site. The hauled sludge averaged 17.0 % TS for the month but slump test results from the landfill site have not been provided. The Fournier press ran for 107.8 hours in the past month.

COMPLAINTS

There were no complaints during the report period.

BYPASS/OVERFLOW REPORT(S)

There were no bypass events in the reporting period.

COMMENTS

Plant power consumption for the month was 443 (x 180 multiplier) kWh.
The Fournier press has been operated 1144 hours in 2020.
Drained and inspected both clarifiers, removed one link each longitudinal chain.

REPORTS

ALS – Environmental Analytical Reports (on-file at plant)
Fort Frances WPCP Equipment Run Time Report (on-file at plant)
Bypass Report (on-file at plant as per occurrence)
Incident Report (on-file at plant as per occurrence)

2020 Fort Frances Wastewater

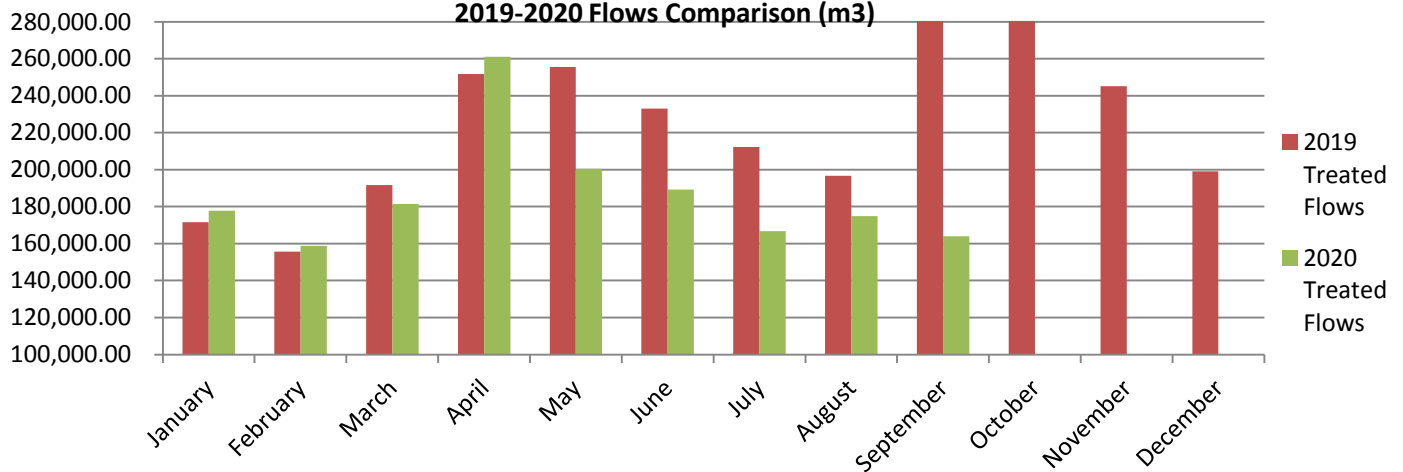
Avg. Day Flow m3	Sewage Flows Year 2020				Usage % Plant Capacity	Calculated Volume Hauled M3	Sludge Bins Hauled	Removal Efficiency	
	Max Day Flow m3	Total Treated Volume ML	ByPass Volume ML	Total Volume ML				CBOD5	Suspended Solids
5733.8	6060	177747		177747	64%	113.2	12	0.964868256	0.975146509
5477.0	5861	158832		158832	61%	108.2	11		
5852.1	8845	181415		181415	65%	117.1	12		
8705.3	12162	261159		261159	97%	149.3	15		
6468.6	7612	200528		200528	72%	124.4	12		
6308.4	10580	189252		189252	70%	131.0	13		
5376.8	6039	166681		166681	60%	110.5	11		
5641.0	8831	174870		174870	63%	89.9	9		
5464.9	6696	163947		163947	61%	114.8	11		
					0%				
					0%				
					0%				
6114		186048	0	1674431		1058.4	106		
	12162	261159		186048	62%	117.6	11.8		
9000	18000			261159			15		

Avg. Raw BOD (mg/L)	BO5/CBOD5				Suspended Solids				Total Phosphorus				Nitrogen		E. Coli		pH	
	Avg. Eff. CBOD (mg/L)	Avg. Load CBOD (kg/day)	Avg. Raw S.S (mg/L)	Avg. Eff. S.S (mg/L)	Avg. Load S.S (kg/day)	Avg. Raw T.P (mg/L)	Avg. Eff. T.P (mg/L)	Avg. Load T.P (kg/day)	Avg. Raw I.P (mg/L)	Avg. Eff. I.P (mg/L)	Avg. Load I.P (kg/day)	Avg. Raw TKN (mg/L)	Avg. Eff. Total N (mg/L)	Geo Mean Counts /100ml	Monthly Minimum	Monthly Maximum		
92.6	2.9	16.4	167.8	4.9	28.2	2.59	0.14	0.82	16.2	0.12	0.82	16.2	12.5	44.6	6.3	6.6		
112.0	9.0	15.9	163.1	5.0	27.2	3.38	0.12	0.67	16.4	0.12	0.67	16.4	13.0	22.1	6.4	7.5		
99.2	2.6	16.2	149.8	5.3	31.4	2.68	0.11	0.68	21.9	0.11	0.68	21.9	12.4	33.1	7.0	7.6		
69.8	2.9	24.2	106.4	5.1	45.8	1.88	0.11	0.96	14.5	0.11	0.96	14.5	10.1	49.0	7.0	7.4		
75.8	2.2	14.2	133.1	3.9	25.2	1.90	0.10	0.63	16.2	0.10	0.63	16.2	12.3	14.1	7.0	7.3		
79.6	2.3	13.7	154.9	3.8	23.7	1.59	0.13	0.81	17.5	0.13	0.81	17.5	12.5	15.2	6.9	7.2		
86.3	2.1	11.5	182.9	2.6	14.1	2.34	0.11	0.61	19.3	0.11	0.61	19.3	8.1	10.0	6.9	7.1		
82.4	2.0	11.4	186.8	2.5	14.2	2.46	0.17	0.96	17.3	0.17	0.96	17.3	6.8	11.5	6.7	7.1		
99.3	2.0	10.6	171.5	2.1	11.6	2.61	0.17	0.96	18.4	0.17	0.96	18.4	7.4	10.0	6.7	7.1		
88.6	3.1	14.9	157.4	3.9	24.6	2.4	0.13	0.79	17.5	0.13	0.79	17.5	10.6	23.3	6.8	7.2		
112	9	24.2	186.8	5.3	45.8	3.4	0.17	0.96	21.9	0.17	0.96	21.9	13	49	7	7.6		
	25	225		25	225		1.0	9.0		1.0	9.0			200	6.0	9.5		

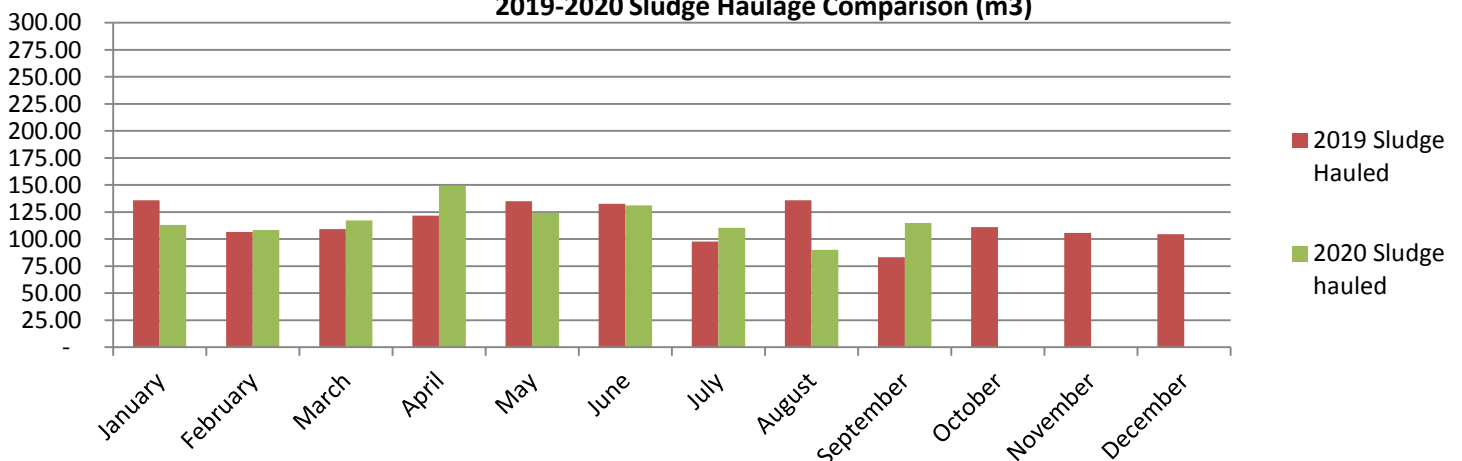
2019-2020 Comparison Chart

Month	2019 Treated Sewage	2020 Treated Sewage	% Variance 2019 to 2020	2019 Hauled Sludge	2020 Hauled Sludge	% Variance 2019 to 2020
	m3	m3	m3	m3 (calculated)	m3 (calculated)	m3
January	171,621.00	177,747.00	3%	136.00	113.20	-17%
February	155,707.00	158,832.00	2%	106.70	108.20	1%
March	191,603.00	181,415.00	-6%	109.20	117.10	7%
April	251,711.00	261,159.00	4%	121.60	149.30	23%
May	255,574.00	200,528.00	-27%	135.00	124.40	-8%
June	233,001.00	189,252.00	-23%	132.60	131.00	-1%
July	212,351.00	166,681.00	-27%	97.70	110.50	13%
August	196,772.00	174,870.00	-13%	136.00	89.90	-34%
September	315,918.00	163,947.00	-93%	83.10	114.80	38%
October	441,076.00		#DIV/0!	111.10		-100%
November	245,097.00		#DIV/0!	105.70		-100%
December	199,047.00		#DIV/0!	104.50		-100%
Totals	2,869,478.00	1,674,431.00	-71%	1,379.20	1,058.40	-23%

2019-2020 Flows Comparison (m3)



2019-2020 Sludge Haulage Comparison (m3)



Workorder Summary Report

Report Start Date: Sep 1, 2020 12:00 AM

Report End Date: Sep 30, 2020 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1911648	0000227376	PANEL ALARM/ DIALER	1103, Fort Frances WPCP, Process, Process Control & Monitoring	PM	Inspection	1	MONTHS	Critical Alarm/Dialer Testing (1m) 1103	COMP	9/1/20 12:00 AM	9/28/20 07:47 AM	9/28/20 07:47 AM	Dialer Test -We test daily at 11am.
1911652			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	MONTHS	Diesel Gensets Inspection/ Functional Tests (1m) 1103	COMP	9/1/20 12:00 AM	9/19/20 01:00 PM	9/19/20 03:00 PM	Monthly Genset Run -I ran all gensets 1 hour under load.
1911678			1103, Fort Frances WPCP	PM	Health and Safety	1	MONTHS	Health And Safety Inspection (1m) 1103	COMP	9/1/20 12:00 AM	9/28/20 07:43 AM	9/28/20 07:43 AM	Monthly H&S -No issues this month.
1911689			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	TPM Inspection/Maintenance (1m) 1103	COMP	9/1/20 12:00 AM	10/4/20 01:31 PM	10/4/20 01:31 PM	
1911694			1103, Fort Frances WPCP	OPER	Health and Safety	1	YEARS	WHMIS/MSDS/NSF Review And Update (1y) 1103	COMP	9/1/20 12:00 AM	9/10/20 12:55 PM	9/10/20 12:55 PM	WHMIS/MSDS/NSF Review And Update (1y) 1103 -Reviewed and updated SDS in WHMIS binder. Kelly
1912012			1103, Fort Frances WPCP	PM	Inspection	1	MONTHS	Blowers/Motors Inspection/Service (1m/3m) 1103	COMP	9/1/20 12:00 AM	9/30/20 01:37 PM	9/30/20 01:37 PM	Blowers/Motors Inspection/Service (1m/3m) 1103 -Greased all blowers. Kelly C.
1912022	0000246402	CENTRIFUGE GS2-2-1 TEACUP/ GRIT SNAIL	1103, Fort Frances WPCP, Process, Primary Treatment, Primary Sludge Degritting	PM	Inspection	1	MONTHS	Teacup Centrifuge Inspection/ Service (1m/3m/1y) 1103	COMP	9/1/20 12:00 AM	9/25/20 08:30 AM	9/25/20 09:30 AM	Teacup Inspection -Minimal debris found.
1912039			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	3	MONTHS	Clarifiers Inspection/Service (3m) 1103	COMP	9/1/20 12:00 AM	9/23/20 01:10 PM	9/23/20 01:10 PM	Clarifier Draining -We started early and began draining and once we were able to enter we removed one link from each long collector chain. I also stayed late to complete filling. DH
1912486			1103, Fort Frances WPCP	PM	Refurbish/ Replace/Repair	1	YEARS	Air Handling Units Inspection/ Service (1y) 1103	COMP	9/1/20 12:00 AM	9/30/20 02:55 PM	9/30/20 02:55 PM	Air Handling Units Inspection/ Service (1y) 1103 -Greased bearings, tensioned belts and replaced air filters in the 3 units. Kelly C.

Workorder Summary Report

Report Start Date: Sep 1, 2020 12:00 AM

Report End Date: Sep 30, 2020 11:59 PM

Location: 1103*

Work Order Type: ADMIN,CALL,CAP,CORR,EMER,OPER,PM

Work Order Class:

				WorkOrder		PM Schedule		Workorder Details					
WO #	Asset ID	Asset Description	Location Description	Type	Class	FEQ	Units	Work Order Description	Status	Schedule Start	Actual Start	Actual Finsh	WorkLog Detail
1915556			1103, Fort Frances WPCP	CALL	Refurbish/ Replace/Repair	0		Plant power failure call in 1103	COMP		9/3/20 04:15 AM	9/3/20 06:00 AM	Plant power failure call in 1103 -At 0415 I was called for a plant power failure. Once at the plant I was able to reset the phase loss protection and the main power. I started all equipment and acknowledged alarms on SCADA. All was fine by 0605.
1918911	0000129847	UPS	1103, Fort Frances WPCP, Facility, Power Distribution, Inverter Panels & DC Battery	CALL	Refurbish/ Replace/Repair	0		Plant Power Failure 1103	COMP		9/28/20 07:56 AM	9/28/20 08:00 AM	Plant Power Failure -I reset the phase loss and reset main power then brought the plant back online.
1919461			1103, Fort Frances WPCP	CALL	Refurbish/ Replace/Repair	0		Plant power failure 1103	COMP		9/29/20 06:30 PM	9/29/20 07:45 PM	Plant power failure 1103 -I was called by the auto dialer at 1830 hours for a plant power failure alarm. Drove to the plant where I reset phase loss protection and restored main plant power. Brought equipment back online and acknowledged all alarms. Process looked good so headed for home. Kelly C.

Aircraft Landings 2020
As of September 30, 2020

Month	Bearskin Flights			Bearskin Passengers			Air Bravo Passengers			Government			Private			Med-I-vacs			International			Commercial			Totals			Variance
	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020	2019	2018	2020-2019
January	56	54	68	140	160	198	8	8	0	2	0	0	15	4	3	50	60	55	0	0	2	45	42	73	168	160	201	8
February	64	56	66	149	197	187	12	15	0	3	13	0	6	1	2	36	43	57	1	0	3	38	38	56	148	151	184	-3
March	41	61	73	99	160	249	0	11	0	1	13	0	10	10	5	39	52	43	6	2	6	0	42	57	97	180	184	-83
1/4 Total	161	171	207	388	517	634	20	34	0	6	26	0	31	15	10	125	155	155	7	2	11	83	122	186	413	491	569	-78
April	1	59	77	0	197	270	0	7	0	2	5	0	10	9	7	30	57	42	1	3	6	0	40	42	44	173	174	-129
May	0	67	77	0	196	276	0	5	2	3	14	4	20	19	19	40	63	35	0	25	28	0	43	54	63	231	229	-168
June	0	61	68	0	208	219	0	9	4	0	13	4	21	48	24	53	57	36	0	81	70	0	39	49	74	299	273	-225
1/2 Total	162	358	429	388	1118	1399	20	55	6	11	58	8	82	91	60	248	332	268	8	111	115	83	244	331	594	1194	1211	-600
July	0	61	74	0	173	228	0	10	7	2	4	10	44	28	40	35	54	38	0	69	79	0	42	41	81	258	282	-177
August	0	69	69	0	236	219	0	5	5	0	10	6	31	33	41	38	57	41	0	64	65	0	40	44	69	273	266	-204
September	11	62	66	17	180	197	0	12	2	1	8	29	27	14	33	61	52	44	2	46	45	0	34	37	102	216	254	-114
3/4 Total	173	550	638	405	1707	2043	20	82	20	14	80	53	184	166	174	382	495	391	10	290	304	83	360	453	846	1941	2013	-1095
October		66	68		219	254		13	8		5	5		22	18		57	37		8	8		44	43	0	202	179	-202
November		61	71		180	209		17	1		0	2		6	5		56	41		1	1		37	40	0	161	160	-161
December		47	55		111	197		13	7		0	0		13	7		43	41		3	0		38	34	0	144	137	-144
Total	173	724	832	405	2217	2703	20	125	36	14	85	60	184	207	204	382	651	510	10	302	313	83	479	570	846	2448	2489	-1602

Fort Frances Airport - Page 2/2 - Fuel Sales - September 30, 2020																				
Fuel Sales Recap - 2020									2020	2019	2018	2017	2016	2015	2014	2013	2012	9 year	Variance	
	100LL		Jet Trk		Jet Cab		Month	Year	per	per	per	per	per	per	per	per	per	Average	2020 to 2012	per month
Month	Liters	Total	Liters	Total	Liters	Total	Total	Total	month	month	month	month	month	month	month	month	month	month	month	month
January	435	435	7,527	7,527		0	7,962	7,962	7,962	8,050	16,597	25,675	7,528	8,692	11,543	7,216	10,252	11,082		-88
February	325	760	4,752	12,279		0	5,077	13,039	5,077	7,991	16,286	12,503	11,904	11,231	12,304	6,197	6,918	9,410		-2,914
March	506	1,266	5,967	18,246		0	6,473	19,512	6,473	13,716	9,798	21,928	13,255	17,795	10,508	12,077	9,329	12,527		-7,243
April	313	1,579	1,146	19,392		0	1,459	20,971	1,459	13,010	10,398	13,102	8,592	13,219	8,377	4,453	8,251	8,616		-11,551
May	1,139	2,718	10,546	29,938		0	11,685	32,656	11,685	18,667	24,839	21,362	24,681	16,161	29,753	18,350	21,891	20,718		-6,982
June	1,082	3,800	7,000	36,938		0	8,082	40,738	8,082	31,063	27,380	27,380	26,015	45,698	30,789	22,786	23,537	26,845		-22,981
July	2,147	5,947	8,969	45,907		0	11,116	51,854	11,116	17,146	23,461	24,642	29,002	28,150	14,441	19,232	32,650	21,896		-6,030
August	2,255	8,202	5,275	51,182		0	7,530	59,384	7,530	17,024	30,430	23,029	21,119	36,638	20,450	20,075	30,783	22,855		-9,494
September	3,205	11,407	11,484	62,666		0	14,689	74,073	14,689	16,543	25,191	13,489	21,325	24,238	21,837	18,005	19,431	19,726		-1,854
October		11,407		62,666		0	0	74,073		9,076	10,769	16,604	30,655	8,216	15,472	13,109	11,325	14,323		
November		11,407		62,666		0	0	74,073		2,202	10,748	9,924	22,349	11,616	7,238	6,398	8,170	9,492		
December		11,407		62,666		0	0	74,073		5,852	13,243	6,560	13,797	7,592	6,849	2,028	8,179	7,394		
Total	11,407		62,666		0		74,073		74,073	160,340	219,140	216,198	230,222	229,246	189,561	149,926	190,716	184,883		-69,137

Lowest month in last 9 years
Highest month in last 9 years
Highest month
lowest month

Sewer & Water Data for 2020

up-dated October 13, 2020

Month	Days per month	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020	2020-2019	2020-2019	2020	2020	Monthly
		Total	daily	Couch.	Couch.	Couch.	Total	daily	Couch.	Couch.	Couch.	Diff	Diff	Difference	Infiltration	Infiltration
		Sewage	Sewage	Sewage	Sewage	Sewage	Treated	Treated	2 Water	2 Water	Water	Treated	Wastewater	STP-WTP	daily average	US Gallons
		STP	STP	Meters	Meters	%	WTP	WTP	Meters	Meters	%	WTP	STP			
		cu. meters	cu. meters	cu. meters	cu. meters		cu. meters	cu. meters	cu. meters	cu. meters						
		monthly	daily	monthly	daily		monthly	daily	monthly	daily						
January	31	177747	5733.77	8544	275.61	4.81%	108720	3507.1	5985	193.1	5.50%	-6720.0	6126.0	69027.0	2226.7	18,235,001
February	28	158832	5672.57	8340	297.86	5.25%	101900	3639.3	5985	213.8	5.87%	-10520.0	3125.0	56932.0	2033.3	15,039,840
March	31	181415	5852.10	10364	334.32	5.71%	105300	3396.8	6480	209.0	6.15%	-16080.0	-10188.0	76115.0	2455.3	20,107,452
April	30	261159	8705.30	12327	410.90	4.72%	96350	3211.7	6480	216.0	6.73%	-9920.0	9448.0	164809.0	5493.6	43,537,923
May	31	200528	6468.65	9807	316.35	4.89%	111690	3602.9	7775	250.8	6.96%	10430.0	-55046.0	88838.0	2865.7	23,468,512
June	30	189252	6308.40	5929	197.63	3.13%	115660	3855.3	7775	259.2	6.72%	4800.0	-43749.0	73592.0	2453.1	19,440,946
July	31	166681	5376.81	8858	285.74	5.31%	139030	4484.8	9109	293.8	6.55%	16670.0	-45670.0	27651.0	892.0	7,304,620
August	31	174870	5640.97	9937	0.00	0.00%	127750	4121.0	9109	293.8	7.13%	9500.0	-21902.0	47120.0	1520.0	12,447,785
September	30		0.00		0.00	#DIV/0!	107690	3589.7		0.0	0.00%	7530.0	-315918.0	-107690.0	-3589.7	(28,448,683)
October	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-173967.0	-441076.0	0.0	0.0	-
November	30		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-174097.0	-245097.0	0.0	0.0	-
December	31		0.00		0.00	#DIV/0!		0.0		0.0	#DIV/0!	-182137.0	-199047.0	0.0	0.0	-
Total	365	1510484		74106			1014090.0		58698.0			-524511.0	-1358994.0	496394.0	1360.0	131,133,396
Monthly Average		195936.2	6486.5	9876.4	327.0		104792.0	3471.5	6541.0	216.5	0.1	-6562.0	-9307.0	91144.2	3014.9	24077745.6

Frog Creek Station equipment failure reporting negative flows. Reported here as 0

2020 - Tonnage at Landfill Site - Updated October 15, 2020

Residential Waste		ICI Waste			Non Community Waste		Non Community Waste	Covering Material	2019	Average last 10 years	2020	Total Fees	Average last 10 years	Total Fees	2020-2019	
MONTH	(tonne)	Res (%)	(tonne)	ICI (%)	(tonne)	Waste (%)	(tonne)	Total Tonne	Total Tonne	Total Tonne			2010 to 2019		Tonnes	Fees
JAN	155.55	36%	264.88	61%	10.30	2%	0.00	548.19	395.44	430.73	\$ 27,590.90	\$ 21,533.59	\$ 27,424.15	-117.46	-\$ 166.75	
FEB	127.99	32%	238.46	60%	29.20	7%	0.00	360.69	317.98	395.65	\$ 21,887.90	\$ 17,034.00	\$ 23,407.65	34.96	\$ 1,519.75	
MAR	192.66	43%	243.75	55%	7.54	2%	9.30	485.71	426.17	443.95	\$ 76,269.12	\$ 23,642.71	\$ 29,051.15	-41.76	-\$ 47,217.97	
APRIL	284.22	46%	315.97	52%	11.15	2%	36.90	740.62	580.93	611.34	\$ 49,329.50	\$ 32,712.97	\$ 42,244.30	-129.28	-\$ 7,085.20	
MAY	384.70	49%	386.03	50%	6.60	1%	4146.71	854.39	729.67	777.33	\$ 50,989.10	\$ 39,340.52	\$ 50,040.01	-77.06	-\$ 949.09	
JUNE	277.79	46%	317.21	53%	5.08	1%	10319.37	757.98	827.61	600.08	\$ 46,821.00	\$ 39,940.83	\$ 50,850.20	-157.90	\$ 4,029.20	
JULY	274.38	41%	385.42	57%	10.62	2%	4682.21	769.45	604.11	670.42	\$ 47,024.80	\$ 36,877.55	\$ 49,691.30	-99.03	\$ 2,666.50	
AUG	283.68	37%	477.17	62%	9.36	1%	959.26	732.28	678.70	770.21	\$ 49,303.70	\$ 37,960.82	\$ 55,399.40	37.93	\$ 6,095.70	
SEPT	319.67	34%	533.81	56%	92.20	10%	175.85	662.16	673.32	945.68	\$ 42,611.05	\$ 38,481.31	\$ 53,936.60	283.52	\$ 11,325.55	
OCT		#DIV/0!		#DIV/0!		#DIV/0!		673.40	834.68	0.00	\$ 44,233.50	\$ 43,709.40		-673.40	-\$ 44,233.50	
NOV		#DIV/0!		#DIV/0!		#DIV/0!		677.40	576.61	0.00	\$ 41,877.80	\$ 30,714.80		-677.40	-\$ 41,877.80	
DEC		#DIV/0!		#DIV/0!		#DIV/0!		433.30	428.15	0.00	\$ 26,849.40	\$ 22,463.35		-433.30	-\$ 26,849.40	
Average per monthly	255.63	34%	351.41	61%	20.23	5%	2258.84	641.30	589.45	470.45	\$ 43,732.31	\$ 32,034.32	\$ 42,449.42	-253.54	-\$ 49,870.06	
Total	2300.64		3162.70		182.05		20329.60	7695.57	7073.37	5645.39	\$ 524,787.77	\$ 384,411.84	\$ 382,044.76	-2050.18	-\$ 142,743.01	
											\$ 524,787.77	Actual	\$ 382,044.76			
Town of Fort Frances Tonnage	5463.34															
											\$ 407,271.00	Budget	\$ 414,194.00			
Total Tonnage	5645.39															
											\$ 524,787.77	Forecasted	\$ 509,393.01			
Residential Tonnage	2300.64	40.75%														
ICI Tonnage	3162.70	56.02%														
Coverage material	20329.60															