

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 07-727

**Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to
execute an Agreement with Story Environmental Services for Consulting Services
Contract No. 04802 - Temagami Landfill Analysis.**

AND WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**NOW THEREFORE the Council of the Corporation of the Municipality of
Temagami hereby enacts as follows:**

1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 12th day of July, 2007.

READ A SECOND AND THIRD time and finally passed this 12th day of July, 2007.



MAYOR



CAO/Clerk



Story Environmental Services

770 Lakeshore Rd., P. O. Box 716

Haileybury, ON, POJ 1K0

Telephone: (705) 672 - 3324

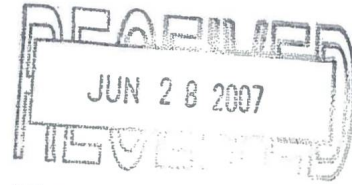
Facsimile: (705) 672 - 3325

June 27, 2007

The Corporation of the Municipality of Temagami

P.O. Box 220

Temagami, ON, P0H 2H0



Dear Mr. Brian Koski - Chief Administrative Officer/Clerk

Re: Consulting Services Contract No. 04802 - Temagami Landfill Analysis

The Municipality of Temagami has requested that Story Environmental Services ("SES") conduct an analysis of their landfill operations. SES personnel attended a meeting on June 18, 2007 with municipal personnel and have toured the three existing landfill sites (Strathy, Briggs & Sisk). During these activities, SES personnel were briefed on issues concerning their landfills: capacity issues, operational concerns and proposed landfill mining. The concern is that some of their sites are coming close to their expected life cycle, and decisions have to be made to determine the best approach in managing their current and future landfill requirements. Considerations are to be made taking into account different landfill operating practices, equipment selection/use as well as the cost to close and open new landfills.

Based on the information to date and the initial observations and measurements obtained, SES recommends the following work plan to complete the landfill analysis.

Work Plan for Landfill Analysis Study

1. Determine baseline of landfills and current capacity and remaining life of the three landfill sites
 - a) Latest studies available were completed for the sites as follows:
 1. Briggs (Landfill Operations Manual 2002, Hydro-geological Assessment 2001, Waste Management Study 1999;
 2. Sisk (Landfill Operations Manual 2002, Hydro-geological Assessment 2001, Waste Management Study 1999); and
 3. Strathy (Volumetric Survey November 2006).
 - b) Establish current volume of remaining landfill capacity for each site:
 1. Strathy: Obtain original application for the Strathy landfill site C of A, to obtain the original topography of the site and compare it with the latest volumetric survey dated November 2006 to establish an accurate volume of landfill used and remaining capacity; and
 2. Briggs & Strathy - Obtain original application for the landfill site C of A and copies of the KMK landfill analysis 2002 referenced in the operating manuals.

- c) Confirm landfill filling rates for the three sites.
 - d) Determine impact of Strathy landfill to surrounding environment.
 - 1. Analyze the water in the stream/ditch leading from Strathy to the fish hatchery (SES is not sure if the stream, which appears to be impacted, does make its way to the fish hatchery source water). This is to be confirmed prior to sampling.
 - e) Discuss the need for any additional surveys with Temagami to fill in any gaps in available information and conduct the surveys.
 - f) Update remaining landfill capacity and time remaining analysis for each site as a baseline.
2. Develop business case analysis to determine "Go Forward" strategy for the landfills.
- a) Obtain Rough Order of Magnitude (ROM) costing of different landfill compacting practices (sheep's foot, shredding, bailing, etc.);
 - b) Develop cost to close and open new landfill (under 40,000 m³) and > 40000 m³;
 - c) Establish Net Present Value analysis for different landfill practice options (including landfill mining); and
 - d) Present landfill costing options to Temagami council to determine a "go forward" strategy.
3. Develop implementation plan & final costing estimates.
- a) Develop "Request for Proposal" for official quotes to purchase and maintain any new equipment, services as per chosen strategy & obtain quotes.
 - b) Establish action plan for the implementation of the strategy:
 - 1. Purchasing of equipment;
 - 2. Contracting of services (i.e. landfill mining);
 - 3. Development of a landfill environmental management system (EMS):
 - a. Development of procedures, processes and training requirements (for operators, and users/contractors);
 - b. Development plan for monitoring and reporting requirements to ensure selected strategy is followed;
 - c. Development of a plan to determine how to monitor the waste flows and what could be monitored to determine increases and decreases in the flow to the landfills;
 - i. Consider monitoring the issuance of building permits and where the building permits are being issued.
 - c) Finalize costing for selected strategy and present to Municipality of Temagami.

General Terms for Contracts

SES invoices monthly according to the attached fee and disbursement schedule. SES only charges for hours necessarily and actually expended.

Information obtained by SES, during the course of this work will be for the exclusive use of SES and will not be divulged to others without prior written consent from The Corporation of the Municipality of Temagami.

Payment for the work conducted by SES is due upon receipt of invoice. If payment is not received within 30 days of the invoice date, interest will be charged at a rate of 3% per month.

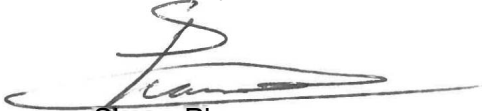
SES is conducting this work in good faith and with the utmost of professional responsibility on behalf of its client. At no time, can SES be held liable for errors or omissions, negligence, or misconduct, as a result of work conducted as part of this service contract, in excess of the final amount of this service contract.

If you are in agreement with the contents of this contract, please sign below and return the duplicate signed copy to SES.

Name: BRIAN KOSKI
Title: r LAD/CLERK
Authorized Signatory: BK
Date: JULY 2007

If you have any questions or concerns please contact me collect at (705) 672 - 3324.

Yours truly,



Simon Pianarosa
Management Consultant
Story Environmental Services



Ken Korman, P.Eng.
Story Environmental Services

Att.

Story Environmental Services

2007 Fee and Disbursement Schedule

Effective: 01/01/07 to 31/12/07

Fees	Standard Hourly Rate
Management Consulting	\$90.00
Professional Engineers	\$90.00
Technicians/Scientists	\$65.00
Drafting	\$65.00

Disbursements

Disbursements (printing, photocopying, binding, faxes, telephone, cellular, etc.) will be billed as 8% of SES's monthly professional fees.

Mileage:	\$0.34/km
Travel:	Invoiced at cost
Rented or Purchased Field Equipment:	Invoiced at cost plus 5%
Analyses:	Invoiced at cost plus 5%
Required Sub-Contractors:	Invoiced at cost plus 5%
Courier Invoices:	Invoiced at cost plus 5%

SES Equipment	\$ per Use	\$ per Day
pH Meter	25	50
Conductivity/DO Meter	25	50
Total Ammonia Meter	25	50
Chlorine Meter (free/total)	25	75
Turbidity Meter	25	50
Survey Equipment (level, rod, tripod)		50
Interface Probe		50

This schedule will be revised on an annual basis. If a contract extends from one year to the next, the new schedule will apply. At this time, a new schedule will be provided for your records