

# **THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI**

## **BY-LAW NO. 10-954**

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**Being a bylaw to authorize the execution of an agreement with Story Environmental Inc. to provide professional engineering services and project coordination for upgrades to the sewage treatment facility for the Temagami North subdivision**

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**WHEREAS** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND 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;

**AND WHEREAS** under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

**AND WHEREAS** Council for The Corporation of the Municipality of Temagami has engaged the services of Story Environmental Inc. to provide engineering services and project coordination for upgrades to the sewage treatment facility for the Temagami North subdivision;


**AND WHEREAS** the Council of The Corporation of the Municipality of Temagami deems it necessary to enter into an agreement with Story Environmental Inc.

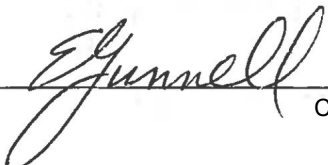
**NOW THEREFORE** the Council of The Corporation of the Municipality of Temagami hereby enacts the following as a by-law:

1. That the Mayor and Clerk be authorized to execute an agreement with Story Environmental Inc. to provide engineering services and project coordination for upgrades to the sewage treatment facility for the Temagami North subdivision for the approximate cost of \$45,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forms part of this by-law.
2. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

TAKEN AS READ A FIRST TIME this 4th day of November, 2010.

READ A SECOND AND THIRD time and finally passed this 4th day of November, 2010.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

**STORY ENVIRONMENTAL INC.**

332 Main Street  
P. O. Box 716  
Haileybury, ON POJ 1K0  
Telephone: (705) 672 - 3324  
Facsimile: (705) 672 - 3325

**Contract No. 048-10**

This contract, No. 048-10, is made this 16<sup>th</sup> day of November 2010, between Story Environmental Inc. ("SEI"), the first party, and The Corporation of the Municipality of Temagami. ("Temagami"), the second party, for the engineering and project coordination for upgrades to Sewage Treatment Facility for the Temagami North Subdivision.

The scope of work to be carried out by SEI will include but is not limited to the following tasks:

- site visit(s) to take field measurements for key dimensions and elevations;
- preparation of any required engineering and construction drawings or documents (such as scope of work, requests for quotations, etc);
- procurement of pricing for new aeration equipment for both lagoons and comparison summary of received pricing complete with recommendations;
- procurement of pricing for liner replacement in the first lagoon and comparison summary of received pricing complete with recommendations;
- procurement of pricing for all construction works and comparison summary of received pricing complete with recommendations;
- provide project coordination services throughout construction;
- provide an "As Built" set of drawings.

SEI has estimated that the total cost to complete the tasks listed above not including tax (for GST or HST, whichever is applicable) is approximately \$45,000. Billing from equipment suppliers and the construction contractor(s) is to be submitted directly to Temagami.

SEI invoices monthly according to the attached fee and disbursement schedule. SEI only charges for hours necessarily and actually expended. Disbursements are charged at a rate of 8% of SEI's monthly professional fees.

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

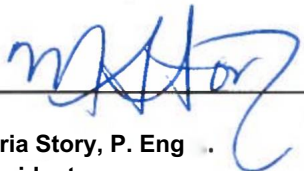
SEI is conducting this work in good faith and with the utmost of professional responsibility on behalf of its client. At no time, can SEI be held liable, as a result of work conducted as part of this service contract, in excess of the amount of this contract.

Payment for the work conducted by SEI 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.

If Temagami is in agreement with the contents of this contract, please sign below and return the duplicate signed copy to SEI.


**Story Environmental Inc.**

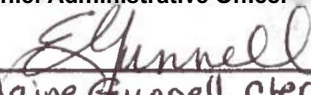
**The Corporation of the Municipality of Temagami**

  
\_\_\_\_\_  
Maria Story, P. Eng  
President

16 November 2010

**Date**

  
\_\_\_\_\_  
Ratwek Gormier  
Chief Administrative Officer<sup>1</sup>

  
\_\_\_\_\_  
Elaine Gunnell, Clerk  
Dec. 7/10.

**Date**

## Story Environmental Inc.

### 2010 Fee and Disbursement Schedule

Effective: 01/01/10 to 31/12/10

| <b>Fees</b>               | <b>Standard Hourly Rate</b> |
|---------------------------|-----------------------------|
| Senior Engineer           | \$ 108.00                   |
| Intermediate Engineer     | \$ 97.50                    |
| Environmental Scientists  | \$ 72.00                    |
| Junior Engineers          | \$ 72.00                    |
| Engineers in Training     | \$ 61.50                    |
| Drafting                  | \$ 61.50                    |
| Environmental Technicians | \$ 55.00                    |
| Administrative Assistants | \$ 45.00                    |

| <b>Disbursements</b>   |                          |
|--|--------------------------|
| Disbursements (printing, photocopying, binding, faxes, telephone, cellular, etc.) will be billed as 8% of SES's monthly professional fees. |                          |
| Mileage  | \$0.49/km                |
| Travel   | Invoiced at cost plus 5% |
| 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% |

| <b>SES Equipment</b>                  | <b>\$ per Use</b> | <b>\$ per Day</b> | <b>\$ per Month</b> |
|---------------------------------------|-------------------|-------------------|---------------------|
| 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                |                     |
| Global Positioning Receiver           |                   | 25                |                     |
| Digital Camera                        |                   | 25                |                     |
| Two-way Radios                        |                   | 25                |                     |
| Draeger Sampler                       | 25                | 50                |                     |
| Lake Sampler                          | 25                | 50                |                     |
| Laptop                                | 25                | 50                |                     |
| Sludge Judge                          | 10                | 25                |                     |
| Canoe                                 | 30                | 50                |                     |
| Data Logger                           |                   |                   | 35                  |

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.

**Issued: December 21, 2009 MES**

**Mileage is not charged for round trips of less than 20 kilometres.**