

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-1014

Being a bylaw to authorize the execution of an agreement with Story Environmental Inc. to provide professional services for inflow/infiltration study and for compliance monitoring of the Sisk and Briggs Landfill Sites

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;


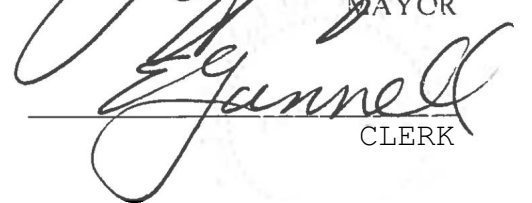
AND WHEREAS Council for The Corporation of the Municipality of deems it desirable to enter into agreements with Story Environmental Inc. for services related to an inflow/infiltration study and for compliance monitoring of the Sisk and Briggs Landfill Sites;

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 agreements 048-12 and 048-14 with Story Environmental Inc which are 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 23rd day of June, 2011.

READ A SECOND AND THIRD time and finally passed this 23rd day of June, 2011. 1.


MAYOR

CLERK



STORY ENVIRONMENTAL INC.

P. O. Box 716
Haileybury, ON, POJ 1K0
Tel: (705) 672-3324
Fax: (705) 672-3325

3240

May 31, 2011

The Corporation of the Municipality of Temagami
P.O. Box 220
Temagami, Ontario
POH 2H0

Attn: Mr. Patrick Cormier



Re: SEI Contract 048-12 and 048-149999999999

FileSfliconiingEIOther

Mayor ☐

Council 01 *BAZ?* *lan*

CAO ☐

Building ☐

Finance DS DC

Ec Dev DS DC

Parks & Rec OS DC

Planning DS DC

Public Wks DS DC

PPP ☐

Social Services ☐

D _____

n _____

Enclosed please find two copies of each contract. Please sign each copy, keep one copy of each contract for your files and return the second copy in the enclosed stamped envelop.

If you have any questions please feel free to call us at 705-672-3324.

Yours truly,

Beata Bradley
Administrative Assistant
Story Environmental Inc.

*Original to be
filed with By-law
11-1014. Z*



STORY ENVIRONMENTAL INC.

332 Main Street
P. O. Box 716
Haileybury, ON P0J1K0
Telephone: (705) 672 - 3324
Facsimile: (705) 672 - 3325

Contract No. 048-12

This Contract, No. 048-12, is made between Story Environmental Inc. ("SEI"), the first party, and The Corporation of the Municipality of Temagami, ("Temagami"), the second party, for the project titled by SEI as "Compliance Monitoring of the Sisk and Briggs Landfills". The signing authority for Temagami is Patrick Cormier, CAO.

SCOPE OF WORK

The scope of work to be carried out by SEI, under Contract No. 048-12, will include but is not limited to the following items:

- conduct Groundwater and Surface Water Monitoring program twice per year (spring and fall) at Sisk and Briggs Landfills,
- coordinate laboratory analysis for groundwater and surface water samples,
- prepare Annual Report for both landfills,
- coordinate volume surveying at each landfill in fall, and
- all other work requested by Temagami or proposed by SEI will be reviewed on an as required basis with an estimated cost for the completion of the work submitted via email or letter to Temagami for approval.

PROJECT SPECIFIC TERMS OR CONDITIONS

The following list of items are related to specific terms or conditions as specified by either party in relation to the project:

- Invoices are to be mailed to The Corporation of the Municipality of Temagami, P.O. Box 220, Temagami, ON P0H 2H0, attention: Mr. Patrick Cormier, CAO.

ESTIMATED COST

SEI has estimated that the total cost to complete the tasks listed above not including tax (HST) to be \$15,735.

INVOICING

SEI invoices monthly according to the attached fee and disbursement schedule. This fee and disbursement schedule will be updated every year. Yearly fee increases will increase the costs to

complete any work which carries over into the following calendar year. SEI only charges for hours necessarily and actually expended. Disbursements are charged at a rate of 8% of SEI's monthly fees.

CONFIDENTIALITY

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.

ELECTRONIC FILING

All of SEI's electronic files are backed-up on a daily basis. All data stored on our network is backed up to an external USB hard drive daily. This backup is encrypted and cannot be viewed by a third party without specific passwords and keys - even if they possess the drive (i.e. it's stolen). A report of the success/failure of the backup is generated daily and emailed to SEI and our external IT support. The backup hard drive is rotated out of service daily and carried off-site. Supplementing the backup system is a system that keeps daily copies of files that have been changed, allowing for the retrieval of a previous version of a file.

LIMITATION OF LIABILITY

Temagami agrees that any claim which Temagami has or hereafter may have against SEI and its professional staff regarding the services provided, howsoever arising, whether in contract or in tort, shall be absolutely limited to the amount and the extent of SEI's Professional Liability Insurance or Commercial General Liability Insurance in effect at the date of the execution of this Contract, including the deductible portion, therein. In any event, the liability of SEI shall not exceed the cost of reinstatement of the work. Any professional staff shall have no professional design responsibility for any part of the work not designed by him or her and, further, SEI and its professional staff shall have no liability for any claim unless initiated within six (6) months from the date of substantial performance of the services provided.

INDEMNITY

Temagami agrees to defend, indemnify, protect and hold harmless SEI and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by SEI under this Contract, unless such injury or loss is caused by the sole negligence of SEI.

INSURANCES

SEI carries worker's compensation insurance and such coverage under public liability and property damage insurance policies that SEI deems to be adequate. Insurance Certificates can be provided to Temagami upon written request. Temagami can be added as an additional named insured, upon request, to the relevant SEI insurance policies.

PAYMENT AND SUSPENSION

Unless otherwise stated in the Proposal, invoices will be submitted by SEI either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by SEI in the collection of a delinquent invoice deemed due to SEI shall be paid by Temagami.

In the event Temagami disputes all or part of an invoice, Temagami must advise SEI in writing within fifteen (15) days from invoice date. Undisputed portions are subject to payment within thirty (30) days.

SEI may suspend performance of services under this Contract if: 1) Temagami fails to make payment in accordance with the terms hereof, 2) Temagami becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) SEI reasonably believes that Temagami will be unable to pay SEI in accordance with the terms herein and notifies Temagami in writing prior to such suspension of services. If any such suspension causes an increase in the time required for SEI's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

PERMITS, UTILITIES AND ACCESS

Unless otherwise agreed in writing, the Temagami shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide SEI access to the site for all equipment and personnel at no charge to SEI; 3) make available to SEI all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to SEI any new information that becomes available or any changes in plans; and 4) provide SEI with the location of all underground utilities and structures on the subject property. While SEI will take all reasonable precautions to minimize any damage to the property, Temagami agrees to hold SEI harmless for any

damages to any subterranean structures or any damage required for right of entry that have been previously communicated and agreed to by Temagami unless caused by the sole negligence of SEI.

DISPUTES

Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Contract, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the SEI office that is entering into this Contract. Temagami hereby waives the right to trial by jury for any disputes arising out of this Contract. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

STANDARD OF CARE

In the performance of professional services, SEI will use that level of care and skill ordinarily exercised by reputable members of SEI's profession currently practicing in the same locality under similar conditions.

EXCLUSIVE USE

Services provided under this Contract, including all reports, information or recommendations prepared or issued by SEI, are for the exclusive use of Temagami for the project specified. If the use of this information is for the purposes of developing a public document and interpretation and publication of this information will be required, the form of such reporting will be agreed to by Temagami and SEI.

FIELD REPRESENTATION

Unless otherwise expressly agreed in writing, SEI shall not be responsible for the safety or direction of the means and methods of contractors or their employees or agents that are not hired by SEI at Temagami's site, and the presence of SEI at the Temagami's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Temagami will advise any contractors that SEI's services are so limited. SEI will not assume the role of "general contractor", "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

ENVIRONMENTAL LIABILITY

Temagami has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of Temagami, and Temagami shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials,

unless otherwise agreed in writing. If appropriate, SEI shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

TERMINATION

This Contract may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Temagami shall pay for all reasonable charges for work performed and demobilization by SEI to date of notice of termination. The limitation of liability and indemnity obligations of this Contract shall be binding notwithstanding any termination of this Contract.

ASSIGNMENT

Neither party shall assign its interest in this Contract without the written consent of the other.


GOVERNING LAW

This Contract is governed by the laws of the province of Ontario.


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.

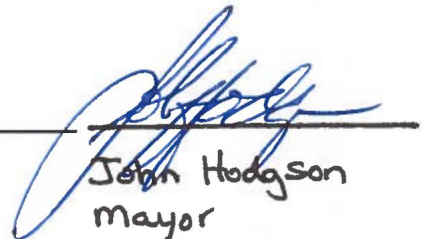
The Corporation of the Municipality of Temagami



Maria Story, P. Eng.
President



Patrick Cormier
CAO



John Hodgson
Mayor

31 May 2011

Date

July 12, 2011

Date

21 July 11

Date.

STORY ENVIRONMENTAL INC.

2011 Fee and Disbursement Schedule

Effective: 01 January 2011 to 31 December 2011

Fees

Professional Engineers

Principal	\$125
Senior Engineer (greater than 15 years experience)	\$115
Intermediate Engineer (8 to 14 years experience)	\$100
Junior Engineers (4 to 8 years experience)	\$75
Engineers in Training (less than 4 years experience)	\$65

Professional Geoscientist

Senior Geoscientist (greater than 15 years experience)	\$115
Intermediate Geoscientist (8 to 14 years experience)	\$100
Junior Geoscientist (4 to 8 years experience)	\$75

Environmental Scientists

Senior Environmental Scientist (generally greater than 10 years experience)	\$100
Junior Environmental Scientist (generally less than 10 years experience)	\$75

Environmental Technicians

Drafting	\$60
Administrative Assistants	\$50

Disbursements

Disbursements (communication costs, printing and binding of documents, local travel expenses, computer and software expenses, and office supplies) will be billed as 8% of SEI's monthly professional fees.

Mileage	\$0.51/km
Accommodation and Meals (as necessary to attend meetings or visit sites)	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%

SEI Equipment Rental Charge (per use or per day)

Canoe	\$50
Chlorine Meter (free/total)	\$25
Conductivity/DO Meter	\$50
Datalogger	\$15
Digital Camera	\$15
Draeger Sampler	\$25
Global Positioning Receiver	\$25
Interface Probe	\$25
Lake Sampler	\$25
Laptop	\$50
pH Meter	\$50
Sludge Judge	\$25
Snowshoes	\$25
Survey Equipment (level, rod, tripod)	\$50
Total Ammonia Meter	\$25
Turbidity Meter	\$25
Two-way Radios	\$15

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: January 12, 2011 MES

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



STORY ENVIRONMENTAL INC.

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

Contract No. 048-14

This Contract, No. 048-14, is made between Story Environmental Inc. ("SEI"), the first party, and The Corporation of the Municipality of Temagami, ("Temagami"), the second party, for the project titled by SEI as "Inflow/Infiltration Study". The signing authority for Temagami is Patrick Cormier, CAO.

SCOPE OF WORK

The scope of work to be carried out by SEI, under Contract No. 048-14, will include but is not limited to the following items:

- installation and maintenance of the rain gauge which is installed near the Temagami North Water Treatment Facility,
- recording and collecting rainfall data from mid to late April to early December,
- receiving water consumption and sewage flow data from Temagami Public Works ('TPW') on by-weekly basis in the form of text files,
- compiling water consumption, sewage flow and rainfall data in an Excel spreadsheet specifically designed to generate one graph showing the details of total sewage flow and rainfall on a 4-hour basis and the other graph providing a daily summary of the total sewage flow, rainfall and water consumption,
- submitting the data to TPW via email in Adobe PDF format along with comments on any relevant trends noticed in the data, and
- all other work requested by Temagami or proposed by SEI will be reviewed on an as required basis with an estimated cost for the completion of the work submitted via email or letter to Temagami for approval.

PROJECT SPECIFIC TERMS OR CONDITIONS

The following list of items are related to specific terms or conditions as specified by either party in relation to the project:

- Invoices are to be mailed to The Corporation of the Municipality of Temagami, P.O. Box 220, Temagami, ON P0H 2H0, attention: Mr. Patrick Cormier, CAO.

ESTIMATED COST

SEI has estimated that the total cost to complete the tasks listed above not including tax (HST) to be \$8403.30.

INVOICING

SEI invoices monthly according to the attached fee and disbursement schedule. This fee and disbursement schedule will be updated every year. Yearly fee increases will increase the costs to complete any work which carries over into the following calendar year. SEI only charges for hours necessarily and actually expended. Disbursements are charged at a rate of 8% of SEI's monthly fees.

CONFIDENTIALITY

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.

ELECTRONIC FILING

All of SEI's electronic files are backed-up on a daily basis. All data stored on our network is backed up to an external USB hard drive daily. This backup is encrypted and cannot be viewed by a third party without specific passwords and keys - even if they possess the drive (i.e. it's stolen). A report of the success/failure of the backup is generated daily and emailed to SEI and our external IT support. The backup hard drive is rotated out of service daily and carried off-site. Supplementing the backup system is a system that keeps daily copies of files that have been changed, allowing for the retrieval of a previous version of a file.

LIMITATION OF LIABILITY

Temagami agrees that any claim which Temagami has or hereafter may have against SEI and its professional staff regarding the services provided, howsoever arising, whether in contract or in tort, shall be absolutely limited to the amount and the extent of SEI's Professional Liability Insurance or Commercial General Liability Insurance in effect at the date of the execution of this Contract, including the deductible portion, therein. In any event, the liability of SEI shall not exceed the cost of reinstatement of the work. Any professional staff shall have no professional design responsibility for any part of the work not designed by him or her and, further, SEI and its professional staff shall have no liability for any claim unless initiated within six (6) months from the date of substantial performance of the services provided.

INDEMNITY

Temagami agrees to defend, indemnify, protect and hold harmless SEI and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by SEI under this Contract, unless such injury or loss is caused by the sole negligence of SEI.

INSURANCES

SEI carries worker's compensation insurance and such coverage under public liability and property damage insurance policies that SEI deems to be adequate. Insurance Certificates can be provided to Temagami upon written request. Temagami can be added as an additional named insured, upon request, to the relevant SEI insurance policies.

PAYMENT AND SUSPENSION

Unless otherwise stated in the Proposal, invoices will be submitted by SEI either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by SEI in the collection of a delinquent invoice deemed due to SEI shall be paid by Temagami.

In the event Temagami disputes all or part of an invoice, Temagami must advise SEI in writing within fifteen (15) days from invoice date. Undisputed portions are subject to payment within thirty (30) days.

SEI may suspend performance of services under this Contract if: 1) Temagami fails to make payment in accordance with the terms hereof, 2) Temagami becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) SEI reasonably believes that Temagami will be unable to pay SEI in accordance with the terms herein and notifies Temagami in writing prior to such suspension of services. If any such suspension causes an increase in the time required for SEI's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

PERMITS, UTILITIES AND ACCESS

Unless otherwise agreed in writing, the Temagami shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide SEI access to the site for all

equipment and personnel at no charge to SEI; 3) make available to SEI all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to SEI any new information that becomes available or any changes in plans; and 4) provide SEI with the location of all underground utilities and structures on the subject property. While SEI will take all reasonable precautions to minimize any damage to the property, Temagami agrees to hold SEI harmless for any damages to any subterranean structures or any damage required for right of entry that have been previously communicated and agreed to by Temagami unless caused by the sole negligence of SEI.

DISPUTES

Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Contract, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the SEI office that is entering into this Contract. Temagami hereby waives the right to trial by jury for any disputes arising out of this Contract. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

STANDARD OF CARE

In the performance of professional services, SEI will use that level of care and skill ordinarily exercised by reputable members of SEI's profession currently practicing in the same locality under similar conditions.

EXCLUSIVE USE

Services provided under this Contract, including all reports, information or recommendations prepared or issued by SEI, are for the exclusive use of Temagami for the project specified. If the use of this information is for the purposes of developing a public document and interpretation and publication of this information will be required, the form of such reporting will be agreed to by Temagami and SEI.

FIELD REPRESENTATION

Unless otherwise expressly agreed in writing, SEI shall not be responsible for the safety or direction of the means and methods of contractors or their employees or agents that are not hired by SEI at Temagami's site, and the presence of SEI at the Temagami's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Temagami will advise any contractors that SEI's services are so limited. SEI will not assume the role of "general contractor", "prime contractor", "principal

contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

ENVIRONMENTAL LIABILITY

Temagami has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of Temagami, and Temagami shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, SEI shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

TERMINATION

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GOVERNING LAW

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Story Environmental Inc.




Maria Story, P. Eng.
President

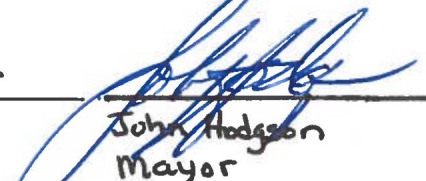
31 May 2011

Date

The Corporation of the Municipality of Temagami



Patrick Cormier
CAO



John Hodgson
Mayor

July 12, 2011

Date

21 July 11

Date

STORY ENVIRONMENTAL INC.

2011 Fee and Disbursement Schedule

Effective: 01 January 2011 to 31 December 2011

Fees

Professional Engineers

Principal	\$125
Senior Engineer (greater than 15 years experience)	\$115
Intermediate Engineer (8 to 14 years experience)	\$100
Junior Engineers (4 to 8 years experience)	\$75
Engineers in Training (less than 4 years experience)	\$65

Professional Geoscientist

Senior Geoscientist (greater than 15 years experience)	\$115
Intermediate Geoscientist (8 to 14 years experience)	\$100
Junior Geoscientist (4 to 8 years experience)	\$75

Environmental Scientists

Senior Environmental Scientist (generally greater than 10 years experience)	\$100
Junior Environmental Scientist (generally less than 10 years experience)	\$75

Environmental Technicians

Drafting	\$60
Administrative Assistants	\$50

Disbursements

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Mileage	\$0.51/km
Accommodation and Meals (as necessary to attend meetings or visit sites)	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%

SEI Equipment Rental Charge (per use or per day)

Canoe	\$50
Chlorine Meter (free/total)	\$25
Conductivity/DO Meter	\$50
Data Logger	\$15
Digital Camera	\$15
Draeger Sampler	\$25
Global Positioning Receiver	\$25
Interface Probe	\$25
Lake Sampler	\$25
Laptop	\$50
pH Meter	\$50
Sludge Judge	\$25
Snowshoes	\$25
Survey Equipment (level, rod, tripod)	\$50
Total Ammonia Meter	\$25
Turbidity Meter	\$25
Two-way Radios	\$15

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: January 1st, 2011 MES

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