



**THE CORPORATION OF THE TOWNSHIP OF MCGARRY
BY-LAW NO. 2024-25**

**BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF MCGARRY TO
ENTER INTO AN AGREEMENT WITH 360 ENGINEERING &
ENVIRONMENTAL CONSULTING LTD**

WHEREAS 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, 2001, as amended, (c25)(s9); and

WHEREAS a single-tier municipality may pass by-laws respecting the services and things that the municipality is authorized to provide under subsection (1). Municipal Act 2001, as amended, (c25)(s11(2.7)); and

WHEREAS the Corporation of the Township of McGarry desirous of having an Asset Retirement Obligation Plan; and

WHEREAS the Council of the Corporation of the Township of McGarry is now entering into an agreement for the provision of consulting services;

NOW THEREFORE we, the Council of the Corporation of the Township of McGarry **HEREBY ENACTS AS FOLLOWS:**


1. **THAT** the Clerk-Treasurer is hereby authorized to execute the General Service Agreement with 360 Engineering & Environmental Consulting ltd (attached hereto as Schedule "A").
2. **THAT** all by-laws or resolutions, or parts thereof, inconsistent herewith are hereby repealed.

READ a first and second time this 24th day of February 2024.

READ a third time and finally passed this 24th day of February 2024.



Mayor



Clerk-Treasurer



By-law 2024-
"Schedule A"

(403) 454-3600
info@360eec.com
www.360eec.com

Attention: Ms. Karine Pelletier, Clerk-Treasurer
The Corporation of The Township of McGarry
27 Webster Street
Virgintown, ON
POK 1X0

April 15, 2024

SERVICE AGREEMENT FOR TOWNSHIP OF MCGARRY - ARO IMPLEMENTATION PROGRAM

SCOPE OF WORK

360 will calculate and implement the adoption of the Township of McGarry's Asset Retirement Obligation reporting requirement per PSAB 3280 standards. The project will be completed in five phases.

- 1. Framework Development**
 - Develop project delivery schedule and adoption of new accounting standard
 - Assign roles and responsibilities to project team
 - Risk assessment of hurdles to project delivery and completeness
 - Develop guidelines and supporting documentation for adoption and ongoing compliance
- 2. Identification**
 - Establish the legal retirement obligations of each asset
 - Review list of Tangible Capital Assets to determine applicable assets
 - Categorize appropriate assets into categories based on asset type
- 3. Recognition and Measurement**
 - Collaborate on appropriate transition method
 - Support decision on end-of-life dates and discounting
 - Calculate ARO based on applicable retirement activities
- 4. Reporting and Presentation**
 - Support implementation into financial statements for 2023
 - Define roles and responsibilities for future reporting years
- 5. Risk Assessment and Analysis**
 - Detail process, data, and assumptions to prepare assessment
 - Identify potential discrepancies or unknowns in available data and assumptions
 - Assess probability and severity of risks to calculate potential materiality

DATA RETENTION

360 will maintain and store data related to all projects for a minimum of 7 years. Data is stored on a cloud-based server and backed up to a secondary server and physical drive each day.

EXECUTION TIMELINE

The 2023 deliverables, in Fees: Option A or Option B, will be issued within 60 days from the date of acceptance and Receipt of the signed contract by 360 Engineering & Environmental Consulting Ltd. If Option B is selected by the Township, then, years 2024 and 2025 deliverables date, will be as mutually agreed upon.

FEES

The fixed fee for the assessment is detailed below:

Option A: 2023

Task Description	Fee
Framework Development	\$1,017
Identification	\$3,244
Recognition and Measurement	\$4,812
Reporting and Presentation	\$2,817
Risk Assessment and Analysis	\$1,957
Total	\$13,847

Option B: 3-Year Term

A 3-year term would include the following services in the specified time frame:

Task Description	Fee
Year 1 (2023) – Year-end Completion of ARO - Implementation	\$12,830
Year 2 (2024) – Year-end Completion of ARO - Implementation	\$9,780
Year 3 (2025) – Year-end Completion of ARO - Implementation	\$8,339

The estimated fee is based on the following assumptions:

- 1) Phase 1 and 2 in our proposed methodology are initiated. (360 has received TCA list from ToM).
- 2) The TCA asset list was provided by the Township of McGarry. Known assets will be wholly assessed and determined whether in scope or out of scope. Note: Additional assets including any leased property, miscellaneous/contaminated sites, ancillary infrastructure (such as storage tanks, bridges, pipes, and closure/post closure liabilities (Reference: Fees 8)).
- 3) Access to information and staff will not deviate from the timeframes outlined in the Service Agreement.
- 4) The Township will engage with third party auditors for the purposes of reviewing and responding to requests for clarification or information upon the implementation and restatement of ARO within its financial statements.
- 5) Intrusive sampling to confirm the presence of or delineate environmental contamination, asbestos, or other hazardous materials/substances will not be required.
- 6) Groundwater monitoring to confirm the presence of or delineate environmental contamination will not be required.
- 7) Historical records will be available electronically and site visits will not be required for physical data collection or ARO estimating.
- 8) Change order requests/submissions will govern any requirement not defined or contained herein (Out-of-scope) that is/are deemed relevant and necessary to the implementation of the new ARO standard for the Township. A change order request will be generated and approved prior to initiating any out-of-scope activities and/or producing any out-of-scope deliverables.
- 9) Ontario Tax Compliance Certificate: 23-015130-TCV, Business No: 786032326
- 10) Invoicing – All fees are subject to applicable taxes (HST/GST), payable within 30 days of receipt.

Any required time and material costs for the project are based on the fee schedule below:

Position	Rate
Director/Partner	\$300
Project Manager	\$195
Professional 2	\$140
Professional 3	\$90

THIS GENERAL SERVICE AGREEMENT (the "Agreement") between 360 Engineering & Environmental Consulting Ltd. ("360") and The Corporation of the Township of McGarry ("the Client") of 27 Webster Street, Virgintown, ON P0K 1X0.

BACKGROUND

- A. The Client is of the opinion that 360 has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. 360 is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and 360 (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage 360 to provide the Client with the services outlined in the Scope of Work attached (the "Services")
2. The Services will also include any other tasks which the Parties may agree on. 360 hereby agrees to provide such Services to the Client. Change orders will be issued for additional, agreed upon services.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.
5. This Agreement may be terminated at any time by mutual agreement of the Parties.
6. Except as otherwise provided in this Agreement, the obligations of 360 will end upon the termination of this agreement.
7. Partial invoicing may be required based on length of project and pre-planning needs.
8. The invoice is payable within 30 days of receipt.

CONFIDENTIALITY

9. The Parties agree that this Agreement, its commercial terms, and any and all work product produced by 360 constitute confidential information, and neither Party shall, without the prior written consent of the other Party, or as required to enable it to perform its obligations hereunder, disclose the terms and conditions hereof to any third party (other than its professional legal and other advisors) provided that if a court of competent jurisdiction orders any disclosure of this Agreement, then the Party required to make the disclosure shall make reasonable commercial efforts to enable the other Party to protect the terms from disclosure. All work product of 360 created in connection hereunder is proprietary and confidential, may only be used by Client for its intended purpose under this Agreement, and may not, without the prior written consent of 360, be relied on by any third party. Client agrees to indemnify 360 for any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever (collectively, "Losses"), which 360 may suffer or incur resulting from Client allowing or inducing a third party to rely on the work product without having first obtained 360's prior written consent.

INDEMNIFICATION

10. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all Losses which result from or arise out of any breach of this Agreement or any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
11. The maximum aggregate liability of 360 in connection with this agreement, whether arising as a result of a claim, at law, equity or otherwise, shall not exceed the purchase price for the Services.

GOVERNING LAW

12. This Agreement will be governed by and construed in accordance with the laws of the Province of Alberta.



SEVERABILITY

13. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

14. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Proposal Option Selected: (A or B): _____

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this ____ day of _____ 2024.

The Corporation of the Township of McGarry

360 Engineering & Environmental Consulting Ltd.

PER: _____

PER: _____

NAME: _____

NAME: GRAEME HAWKINS, MANAGER - ARO

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