



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **May 12, 2025** at **7 p.m. City Hall Council Chambers.**

CITY CLERK

Page

1 CALL MEETING TO ORDER

3

1.1 Land Acknowledgement

2 APPROVALS

2.1 Approval of Agenda

5 - 8

2.2 Approval of Minutes- Regular Meeting April 14, 2025

9 - 10

2.3 Ratification of Decisions

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

11 - 18

4.1 Proclamations and Events

5 TENDERS/CONTRACTS

19 - 23

5.1 Corner Brook United Soccer Club - Mowing Contract 2025

25 - 42

5.2 Jubilee Field Maintenance 2025

43 - 73

5.3 Public Safety Answering Point Service Agreement

75 - 92

5.4 Wellington Street Complex Lease Agreement 2025

93 - 99

5.5 Standing Offer - Hired Equipment Services Contract # 2025-09

101 - 108

5.6 Plumbing Service/Maintenance for Buildings 2025-11

109 - 115

5.7 Asphalt Patching 2025-10

	6	CAPITAL WORKS
117 - 122	6.1	Deep Gulch Culvert Replacement - Amendment No. 3
123 - 189	6.2	Multi-Year Capital Works - 3 Year Allocation 2023-2026 Schedule A Amendment Agreement Approval and Execution
	7	REGULATION/POLICY
191 - 194	7.1	Sidewalk Policy
195 - 215	7.2	Crosswalk Policy
217 - 226	7.3	Recreational Vehicles Regulation, 2022 – Revised Schedule “A”
	8	ADJOURNMENT
		The meeting adjourned at

Land Acknowledgement

We respectfully acknowledge the City of Corner Brook as the ancestral homeland of different populations of Indigenous people. We also acknowledge with respect, the rich histories and cultures of the Beothuk, Mi'kmaq, Innu and Inuit of the Province of Newfoundland and Labrador

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 14 APRIL, 2025 AT 7:00 PM**

PRESENT:

Mayor	J. Parsons	D. Charters, City Manager
Deputy Mayor	L. Chaisson	T. Flynn, Director of Protective Services
		S. Maistry, Director of Finance and Administration
Councillors:	P. Gill	<i>D. Burden, Director of Engineering, Development and Operations</i>
	V. Granter	<i>P. Robinson, Director of Recreation Services</i>
	B. Griffin	<i>J. Smith, City Clerk</i>
	P. Keeping	<i>R. Teliz , Sergeant-At-Arms</i>
	C. Pender	

Absent with regrets: Councillor P. Gill, Councillor B. Griffin, Councillor V. Granter, D. Charters, City Manager, T. Flynn, Director of Protective Services

25-041 Land Acknowledgement

Deputy Mayor L. Chaisson read the land acknowledgement.

25-042 Approval of Agenda

On motion by Deputy Mayor L. Chaisson, seconded by Councillor C. Pender, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

25-043 Approval of Minutes- Committee of the Whole March 24, 2025

On motion by Councillor C. Pender, seconded by Councillor P. Keeping, it is **RESOLVED** to approve the Minutes of the Committee of the Whole Meeting of March 24, 2025. **MOTION CARRIED.**

25-044 Business Arising From Minutes

There was no business arising from the minutes.

25-045 Deep Gulch Brook Culvert Replacement- Change Order No. 2

On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to approve change order No. 2 in the amount of \$87,049.46 (HST Included) for the Deep Gulch Brook Culvert Replacement for JCL Investment Inc. **MOTION CARRIED.**

25-046 Deep Gulch Brook Culvert Replacement - Change Order No.3

On motion by Councillor C. Pender, seconded by Councillor P. Keeping, it is **RESOLVED** to approved Change Order No. 3 in the amount of \$29,695.26 (HST Included) for the Deep Gulch Brook Culvert Replacement for JCL Investments Inc. **MOTION CARRIED.**

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- 25-047 Replacement of One 30-Ton Water-to-Water Heat Pump**
On motion by Deputy Mayor L. Chaisson, seconded by Councillor C. Pender, it is **RESOLVED** to award the tender for the Replacement of One (1) 30-Ton Water-to-Water Heat Pump (Contract No. 2025-06) in the amount of \$113,275.00 (HST Included) to Northridge Developments Ltd. **MOTION CARRIED.**
- 25-048 Extension of Transit Shelter Advertising Agreement**
On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Keeping, it is **RESOLVED** that the Council of the City of Corner Brook extend the current agreement with Digital Advertising Solutions (DAS) until the end of 2025 as proposed. **MOTION CARRIED.**
- 25-049 Council Travel Report - July - December 2024**
Deputy Mayor L. Chaisson presented the Council Travel Report for July-December 2024 as follows:
- Mayor Jim Parsons - \$1396.08 (MNL Convention)
 - Deputy Mayor Linda Chaisson - \$1309.75 (MNL Convention)
 - Councillor Pamela Gill - \$360.66 (MNL Regional Meeting)
 - Councillor Charles Pender - \$906.50 (MNL Convention)
 - Councillor Bill Griffin - \$0
 - Councillor Pam Keeping - \$0
- 25-050 2024 Annual Expenditure Report - Canada Community Building Fund Agreement**
On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** to approve the Annual Expenditure Report for Canada Community Building Fund Agreement funding for 2024 as presented. **MOTION CARRIED.**
- 25-051 Corner Brook Development Regulations Amendment 25-01**
On motion by Councillor C. Pender, seconded by Councillor P. Keeping, it is **RESOLVED** to authorize staff to carry out a public consultation process, as per section 14 of the Urban and Rural Planning Act, in order to seek public input and receive information with respect to the proposed Development Regulations text amendment to introduce the "limited manufacturing use" definition and to include the use in the discretionary use class of the Downtown Smithville Zone. **MOTION CARRIED.**
- 25-052 Municipal Plan and Development Regulation Amendment No. 25-02**
On motion by Councillor P. Keeping, seconded by Councillor C. Pender, it is **RESOLVED** to authorize staff to carry out a public consultation process, as per section 14 of the Urban and Rural Planning Act, in order to seek public

input and receive information with respect to the proposed Municipal Plan and Development Regulation amendments to rezone:

1. 55 Premier Drive - from RMD to GC
2. 785 & 799 O'Connell Drive - from CRDA to RMD
3. 23 & 27 Humber Road - from OS to RCM
4. Massey Drive/TCH Area - from R to LI
5. Bolands Avenue and Barry Place - from GI to RMD
6. 649 O'Connell Drive - from OS to RMD **MOTION CARRIED.**

25-053 25-27 Broadway (Discretionary Use/Amusement)

On motion by Councillor C. Pender, seconded by Councillor P. Keeping, it is **RESOLVED** that the Council of the City of Corner Brook in its Authority approve the application for the proposed Arcade at 25-27 Broadway, Corner Brook. **MOTION CARRIED.**

25-054 Discretionary Use - 81 Birchy Cove Drive - Homed Based Child Care

On motion by Councillor P. Keeping, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** that the Council of the City of Corner Brook approve the application to operate a home based child care from the dwelling located at 81 Birchy Cove Drive in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

25-055 Proposed Street Closure - Todd Street (Along the Hew & Draw Hotel)

On motion by Councillor P. Keeping, seconded by Councillor C. Pender, it is **RESOLVED** to approve the application to close a portion of Todd Street (Along the Hew & Draw Hotel) for the purpose of accommodating a summer event tent from the period of June 1, 2025 to September 30, 2025. **MOTION CARRIED.**

25-056 Notice of Motion - Recreational Vehicles Regulation, 2022

Councillor P. Keeping presented a notice of motion as follows:

Notice is hereby given that the Public Council Meeting on May 12, 2025 the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1991 and Section 15 of the Off-Road Vehicles Act, 2021 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Recreational Vehicles Regulation 2022 by adding a revised Schedule A which will permit operation on the added streets of Pikes Avenue, Connors Road and Bartlett's Avenue.

25-057 Alternate Returning Officer for Municipal Election 2025

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Keeping, it is **RESOLVED** to appoint the Legislative Assistant as the Alternate Returning Officer for the 2025 municipal election. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 7:31 p.m.

City Clerk

Mayor



Request for Decision (RFD)

Subject: Ratification of Decisions

To: Darren Charters
Meeting: Regular Meeting - 12 May 2025
Department: City Manager
Staff Contact: Gloria Manning, Legislative Assistant
Topic Overview: Ratification of Decisions

BACKGROUND INFORMATION:

In accordance with section 41 (3) of the City of Corner Brook Act, "Where a decision is made by the councilors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council.", the following minutes are being brought forward for ratification:

Council in Committee Meeting- December 11, 2023

CC23-023 Approval of Agenda

It is **RESOLVED** to approve the agenda as circulated.

CC23-025 Naming of the New Recreation Centre

It is **RESOLVED** to approve the naming of the new Recreation Centre be named after the late, Marina Redmond.

Council in Committee Meeting- August 5, 2024

CC24-034 2026 NL Games

It is **RESOLVED** that the council of the City of Corner Brook approve the request of Sport NL for the 2026 NL Games hosted in Corner Brook to be a Summer Games.

Council in Committee Meeting- September 9, 2024

CC24-035 Approval of Agenda

It is **RESOLVED** to approve the agenda as circulated.

CC24-036 Conflict of Interest

It is **RESOLVED** that Councillor P. Gill is not in a conflict of interest with regard to this item.

CC24-038 Recreation Pricing Structure

It is **RESOLVED** that the council of the City of Corner Brook approve the recreation pricing structure as presented.

Council in Committee Meeting- April 28, 2025**CC25-001 Approval of Agenda**

It is **RESOLVED** to approve the agenda as circulated.

CC25-003 88 Clarence Street (Proposed Apartment Building)

It is **RESOLVED** that Council of the City of Corner Brook in its Authority approve the application for the proposed Apartment Building at 88 Clarence Street, Corner Brook, NL.

PROPOSED RESOLUTION:

It is **RESOLVED** to ratify minute CC23-023 Approval of Agenda
 It is **RESOLVED** to ratify minute CC23-025 Naming of the New Recreation Centre
 It is **RESOLVED** to ratify minute CC24-034 2026 NL Games
 It is **RESOLVED** to ratify minute CC24-035 Approval of Agenda
 It is **RESOLVED** to ratify minute CC24-036 Conflict of Interest
 It is **RESOLVED** to ratify minute CC24-038 Recreation Pricing Structure
 It is **RESOLVED** to ratify minute CC25-001 Approval of Agenda
 It is **RESOLVED** to ratify minute CC25-003 Clarence Street (Proposed Apartment Building)

GOVERNANCE IMPLICATIONS:

Legislation
 City of Corner Brook Act
 41(3)

RECOMMENDATION:

It is the recommendation of staff to ratify these decisions of Council in accordance the legislation.

City Clerk	Approved - 05 May 2025
City Manager	Approved - 06 May 2025
Administrative Assistant	Approved - 06 May 2025

City Manager



Information Report (IR)

Subject: Proclamations and Events

To: Darren Charters
Meeting: Regular Meeting - 12 May 2025
Department: City Manager
Staff Contact: Gloria Manning, Legislative Assistant
Topic Overview: The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.
Attachments: [Parkinsons Awareness Month Proclamation 2025](#)
[Municipal awareness week proclamation 2025](#)
[Proclamation - Corner Brook](#)
[Heart Failure Awareness Week](#)
[Melanoma and Skin Cancer Awareness Month](#)
[National Nursing Week 2025 - Proclamation](#)

BACKGROUND INFORMATION:

The City of Corner Brook would like to recognize the following proclamations and events in the City of Corner Brook:

- **April was declared Parkinson's Awareness Month-** Over 1,500 families in Newfoundland & Labrador live with Parkinson's disease - a neurodegenerative disease which causes tremors, slowness and stiffness, impaired balance, rigidity of muscles, and trouble speaking and swallowing. Through research, education, advocacy, and support services, the Parkinson's Society endeavors to ease the burden for all those affected;
- **May 4-10 is Municipal Awareness Week-** to recognize the week, tours of the Water Treatment Plant and City Hall have been offered. Additionally, elementary schools were invited to participate in poster and essay contests and to register to attend our Municipal Awareness Day event on May 9th at the Civic Centre Studio. This event will also be open to the public from 12 pm - 2 pm and will include information booths, BBQ, and an opportunity to win prizes;
- **May was declared Ehlers-Danlos Syndrome and Hypermobility Spectrum Disorders Awareness Month-** a group of disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues;
- **May 4-10, 2025 was declared Heart Failure Awareness Week-** There are nearly 800,000 people in Canada living with heart failure. Heart Failure Awareness Week is marked across

Canada to raise awareness of the causes of heart failure and the impact it has on individuals living with heart failure and their caregivers;

- **May was declared Melanoma and Skin Cancer Awareness Month-** Skin cancer is the most common of all cancers. 1 in 6 Canadians born in the 1990s will get skin cancer in their lifetimes. It is imperative that communities across Canada be reminded of the importance of sun safety;
- **May 12-18 was declared National Nursing Week-** an opportunity to recognize the contributions of the nurses who work tirelessly across all healthcare sectors, including on the front lines in hospitals, long-term care homes, primary care, and those working in the public health community sector, education and research.

City Clerk

Approved - 07 May 2025

City Manager

Approved - 07 May 2025

Administrative Assistant

Approved - 07 May 2025

City Manager



parkinson society
newfoundland & labrador

PARKINSON'S AWARENESS MONTH

This is to let all members of Council and all citizens know that April is ***Parkinson's Awareness Month.***

Over 1,500 families in *Newfoundland & Labrador* live with Parkinson's disease - a neurodegenerative disease which causes tremors, slowness and stiffness, impaired balance, rigidity of muscles, and trouble speaking and swallowing. Parkinson's affects men and women equally and is not a natural part of aging.

Parkinson Society Newfoundland and Labrador is the provincial voice of people living with Parkinson's. Through research, education, advocacy and support services the Society endeavors to ease the burden for all those affected by Parkinson's.

I invite all citizens to join me in recognizing ***Parkinson's Awareness Month 2025.***

Mayor

Date

Proclamation

Municipal Awareness Week

May 4-10, 2025

- Whereas** municipal government is responsible for the provision of services that enhance the quality of life of its citizens, and
- Whereas** dedicated mayors, councillors, and staff are essential for the effective governance of their municipalities, and
- Whereas** collaboration, partnerships and citizen involvement are essential for active, sustainable and vibrant communities; and
- Whereas** it is fitting and proper to recognize and encourage the contribution of all who work diligently for the improvement of our municipalities.

Therefore Be It Proclaimed That May 4-10, 2025, be known as Municipal Awareness Week in municipalities of Newfoundland and Labrador in recognition of the vital role of municipal government and in recognition of all those efforts that support it.



**The Honourable
John Haggie**
Minister of Municipal and
Provincial Affairs



**Councillor
Amy Coady**
President of Municipalities
Newfoundland and Labrador



Ms. Connie Reid
President of Professional
Municipal Administrators

I hereby declare May 4-10, 2025, Municipal Awareness Week
in the City/Town of _____

Mayor

Proclamation

Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month May 1st – 31st, 2025

WHEREAS: Ehlers-Danlos Syndromes (EDS) are a group of 13 heritable disorders that affect the body's connective tissues including the skin, joints, blood vessels, digestive system, and many other organs and tissues. EDS is categorized by looseness, instability, and dislocations of the joints, fragile and often hyper-elastic skin that bruises, scars, and tears easily, unpredictable arterial and organ rupture causing acute pain, excessive internal bleeding, shock, stroke, and premature death; and

WHEREAS: it is estimated that 1 in 5000 individuals are born with EDS; and

WHEREAS: Hypermobility Spectrum Disorders (HSD) are diagnosed when the musculoskeletal complications of joint hypermobility and joint instability (ease of injury, joint pain, and dislocations for example) arise in a person who does not have the defining features of EDS or another connective tissue disorder; and

WHEREAS: EDS and HSD is frequently misdiagnosed or undiagnosed; and

WHEREAS: early and accurate diagnosis provides the opportunity to create medical plans that improve quality of life; and

WHEREAS: further medical research and awareness can bring hope for treatment and a cure; and

WHEREAS: EDS and HSD Awareness Month is an opportunity to further educate the public and medical community in recognizing the signs and symptoms of these conditions.

THEREFORE: I, Mayor Jim Parsons, do hereby proclaim May as Ehlers-Danlos Syndromes and Hypermobility Spectrum Disorders Awareness Month in the City of Corner Brook.

Signed at City Hall, Corner Brook, NL on this ____ day of May 2025.

Jim Parsons, Mayor
City of Corner Brook

It's not normal to be breathless



Canadian Heart Failure Society
Société canadienne d'insuffisance cardiaque



HEART FAILURE AWARENESS WEEK

May 4-10, 2025

WHEREAS Canadian Heart Failure Awareness Week is marked across Canada to raise awareness of the causes of heart failure and the impact it has on individuals living with heart failure and their caregivers;

WHEREAS Over 800,000 (827,560) people 40 years of age and older are living with heart failure in Canada.¹ and over 120,000 people aged 40 years and older are diagnosed with heart failure in Canada.¹ Heart failure significantly impacts individuals living with the condition, their families, caregivers, and the healthcare system affecting over 13,000 people above the age of 40 right here in Newfoundland and Labrador. It imposes a substantial economic burden, with hospitalizations being a major cost driver. In Canada, heart failure is the third leading cause of hospitalizations.

WHEREAS People with heart failure experience debilitating symptoms such as shortness of breath, swelling, and exhaustion;

WHEREAS People caring for those with heart failure are often overwhelmed and stressed;

WHEREAS Heart failure imposes a significant economic burden on the health care system, with one of the main cost drivers being hospitalizations and heart failure is the third leading cause of hospitalizations in Canada;

WHEREAS Heart Failure Awareness Week was initiated by the Canadian Heart Failure Society, an organization of health professionals and patients, in collaboration with Heart and Stroke Foundation of Canada, Canadian Cardiovascular Society, Canadian Council of Cardiovascular Nurses, Canadian Association of Cardiovascular Prevention and Rehabilitation, Canadian Heart Function Alliance, Heart Life Foundation and Ted Rogers Centre for Heart Research;

WHEREAS Canadian Heart Failure Awareness Week is now celebrated across Canada as a time dedicated to improving awareness and education on heart failure for people of Newfoundland and Labrador and all Canadians;

NOW YE KNOW THAT, We do by these presents proclaim and declare that May 4th-10th shall be known as "Heart Failure Awareness Week".

Mayor Jim Parsons, City of Corner Brook

Date



Canadian
Cardiovascular
Society



HeartLife
FOUNDATION

Canadian
Council of
Cardiovascular
Nurses



Heart & Stroke



CACPR
Canadian Association of Cardiovascular
Prevention and Rehabilitation



Canadian
Heart Function
Alliance
Linked by the heart



TED ROGERS
CENTRE
FOR HEART
RESEARCH

P R O C L A M A T I O N

Melanoma and Skin Cancer Awareness Month

May 1st to 31st,, 2025

“MELANOMA AND SKIN CANCER AWARENESS MONTH”

WHEREAS It is imperative that communities across Canada be reminded of the importance of sun safety;

AND WHEREAS Over-exposure to UV radiation is one of the major causes of melanoma and non-melanoma skin cancers;

AND WHEREAS Skin cancer is the most common of all cancers. 1 in 6 Canadians born in the 1990s will get skin cancer in their lifetimes;

AND WHEREAS Many people seek sun without taking the advisable precautionary measures and are unaware that any darkening of skin colour, including a tan, is indicative of UV damage;

AND WHEREAS Skin self-examinations should be performed on a monthly basis because skin cancers are highly treatable when detected early;

AND WHEREAS Save Your Skin Foundation is dedicated to the fight against non-melanoma skin cancers, melanoma and ocular melanoma through nationwide education, advocacy, and awareness initiatives;

NOW THEREFORE I, Jim Parsons, Mayor of Corner Brook, Newfoundland and Labrador, do hereby proclaim May 2025, as “Melanoma and Skin Cancer Awareness Month” in Corner Brook.

Signed at City Hall, Corner Brook, NL on this _____ day of _____ 2025

Mayor

Event: National Nursing Week

Date: May 12 to 18, 2025

“Whereas, National Nursing Week is an opportunity to recognize the contributions of the nurses who work tirelessly across all health care sectors, including on the front lines in hospitals, long-term care homes, primary care, and those working in the public health community sector, education and research; and

Whereas, the Canadian Nurses Association’s theme for 2025 is ***The Power of Nurses to Transform Health***, highlighting the incredible impact nurses have in shaping health care, driving innovation, and advocating for patient-centred care; and

Whereas, the COVID-19 Pandemic further highlighted the courage and commitment that nurses bring to their work each day and the vital role that nurses play in our community; and

Whereas, the city of Corner Brook recognizes and thanks its nursing staff for their care and dedication in supporting our residents to live lives of purpose, choice, dignity, and respect;

Therefore be it resolved that I, _____, Mayor, do hereby proclaim May 12 to 18, 2025 to be National Nursing Week in the city of Corner Brook.

Be it further resolved that I, _____, Mayor, urge all residents of Corner Brook to recognize and thank our nurses for their dedication and devotion to the essential work they do in caring for our community.”

Dated this _____ day of May 2025

_____, Mayor of Corner Brook



Request for Decision (RFD)

Subject: Corner Brook United Soccer Club - Mowing Contract 2025

To: Peter Robinson

Meeting: Regular Meeting - 12 May 2025

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The Corner Brook United Soccer Club wishes to enter into an agreement with the City of Corner Brook to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe grass fields.

Attachments: [MOU Grass Cutting City 2025](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient mowing and maintenance to the grass soccer fields within the city. The agreement is therefore being brought forward for Council approval for the 2025 season.

PROPOSED RESOLUTION:

BE IT RESOLVED that the City of Corner Brook enter into a formal agreement for the 2025 soccer season with the Corner Brook United Soccer Club to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer fields at a cost of \$11,000.00 (HST included).

FINANCIAL IMPACT:

\$11,000.00 HST included, budgeted in PWWW Mowing Contract, 01600-2370-63150.

Budget Code: 01600-2370-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes mowing and lining of the City owned grass soccer fields in an environmentally efficient manner.

RECOMMENDATION:

That the City of Corner Brook enter into a formal agreement for the 2025 soccer season with the Corner Brook United Soccer Club to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer fields.

ALTERNATIVE IMPLICATIONS:

1. Council can accept staff's recommendation and approve the contract.
2. If Council decides not to approve the proposed contract, Council shall provide staff with further direction.

Director of Recreation Services
City Manager

Approved - 08 May 2025
Approved - 08 May 2025

City Manager



This Memorandum of Understanding made at the City of Corner Brook, in the Province of Newfoundland and Labrador, this _____ day of _____ 2025.

Between: The City of Corner Brook (The City)

And: Corner Brook United Soccer Club Inc. (CBUSC)

The purpose of this Memorandum is to provide the CBUSC with the means to enter into grass mowing and whipper snipping activities upon City owned property traditionally used by CBMSA for the purpose of playing soccer. To this end both parties agree to the following terms and conditions:

1. The City of Corner Brook will provide the Corner Brook United Soccer Club (CBUSC) \$11,000.00 for the 2025 season. This amount will cover expenses incurred by the CBUSC to complete traditional lining, mowing and whipper snipping of 3 soccer fields. Included are Dawe Soccer Field at O'Connell Drive, O'Reilly Soccer Field at St. Mark's Avenue and the Monarch's Complex Soccer Field at the top of Mayfair Avenue. Provisions of the \$11,000.00 will include all lining, mowing and whipper snipping activities, the tendering of services if required, insurances and all other administrative fees and payments that may be required from time to time in the execution (by the CBUSC) of any and all contracts related to this activity.
2. Further, to facilitate appropriate and timely regular maintenance activities traditionally completed by the Recreation Services Division (aerating, fertilizing, , etc.), the CBUSC or designate will submit a grass cutting /whipper snipping schedule as agreed upon by the Association and Recreation Services Division officials to the Recreation Services Division. This schedule shall be submitted at the beginning of each grass-cutting season. Any changes to this schedule or in the event of special or one-time mowing activities, as in the case of preparing fields for tournaments, will be formally communicated in writing to the Recreation Services Division.
3. In the case of field line marking, lines will be mowed to a grass height of $\frac{1}{4}$ - $\frac{1}{2}$ inch by the CBUSC or designate, in advance of the field being lined.
4. For purposes of clarity, the following will constitute the extent of mowing/whipping at each site:

- a) Monarch's Complex Soccer Field: That area within the boundaries of the fencing including areas under and/or around bleachers, benches, posts, poles and all other site amenities. The embankment adjacent to the soccer field and existing parking lot will be mowed bi-weekly and the exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width of not less than five (5) feet.
 - b) O'Reilly Soccer Field: That area within the boundaries of the fencing including the embankment located at the north end of the field and also situated inside the fencing. Those areas under and/or around proposed bleachers, benches, posts, poles, and all other site amenities. That area at the south end of the field situated between the fence and the paved parking lot wrapping around to include the access stairways to the Kinsmen Club building. The remaining exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet.
 - c) Dawe Soccer Field: That area within the boundaries of the fencing on three sides and at the western field boundary to the crest of the existing ditch. Those areas under and/or around bleachers, benches, posts, poles and all other site amenities. The exterior aspect of the soccer field will be whipped/mowed when required extending from the fence to a width not less than five (5) feet where possible.
5. All mowing activities completed by or on behalf of the CBUSC, will comply with all relevant City of Corner Brook By-Laws and established policies and procedures as well as other Provincial and Federal acts and regulations. Any or all damages caused as a result of completing activities related to grass cutting/whipper snipping to public or private property shall be the responsibility of the CBUSC.
 6. Funds shall be subject to the amount of time that the above facilities are open during the 2025 season provided that the maximum grant shall not exceed Eleven Thousand dollars (\$11,000.00). The City will provide CBUSC with funds equal to Five Hundred Eighty Eight dollars (\$588.00) per week for each week that the facilities are open and maintained for soccer purposes over a 17 week period.
 7. Upon completion of the 2025 season, an evaluation of the benefits shall occur between the City of Corner Brook and the CBUSC to determine the viability of this agreement in subsequent years. As a result this agreement will be in effect for one (1) season from May 1, 2025 through October 31, 2025.
 8. The City of Corner Brook reserves the right, for any reason, to temporarily or permanently close either of the facilities contained within this agreement, without prejudice, and to pro rate the amount of dispersement to CBUSA per field per full week of closure namely; \$3,000 divided by 17 weeks or \$176 per week.

MOU City & Soccer Assoc
Page 3

The following signatories represent both parties involved in this agreement and with their signatures agree to abide by this “Memorandum of Understanding”.

City of Corner Brook

Corner Brook United Soccer Club

Date

Date



Request for Decision (RFD)

Subject: Jubilee Field Maintenance 2025

To: Peter Robinson

Meeting: Regular Meeting - 12 May 2025

Department: Recreation

Staff Contact: Jessica Parsons, Supervisor of Recreation Services

Topic Overview: The Corner Brook Baseball Association wishes to enter into an agreement with the City of Corner Brook to supply maintenance services for Jubilee Field.

Attachments: [Baseball Association Lease 2025](#)

BACKGROUND INFORMATION:

The lease agreement has been renewed annually for the Corner Brook Baseball Association to provide efficient maintenance services to Jubilee Field for the outdoor baseball season.

PROPOSED RESOLUTION:

BE IT RESOLVED, that the City of Corner Brook enter into a formal agreement for the calendar year of 2025 with The Corner Brook Baseball Association to supply maintenance services to Jubilee Field for the amount of \$31,200.00 (HST included).

FINANCIAL IMPACT:

\$31,200.00 HST included, budgeted in PWWW Jubilee Field Hired Contractor, 01600-2310-63150.

Budget Code: 01600-2310-63150

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining Jubilee Field, keeping the facilities clean of garbage and recycling as well as enforcing facility rules.

RECOMMENDATION:

That the City of Corner Brook enter into a formal agreement for the calendar year of 2025 with the Corner Brook Baseball Association to supply maintenance services to Jubilee Field.

ALTERNATIVE IMPLICATIONS:

1. Council can accept staff's recommendations and approve the contract.
2. If Council decides not to approve the proposed contract, Council shall provide staff with further direction.

Director of Recreation Services
City Manager

Approved - 08 May 2025
Approved - 08 May 2025

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2025.

BETWEEN: **CORNER BROOK CITY COUNCIL**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended.

(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK BASEBALL ASSOCIATION**, a body corporate established under the laws of the Province of Newfoundland

(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Jubilee Baseball Complex situate in the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of baseball;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the mutual agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the ____ day of _____, 2025, and to be concluded on the ____ day of _____, 2026.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the ____ day of _____ 2025.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall subject to any direction of the City issued in accordance with clause 4(b) herein have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the sport of baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.
5. (a) The Lessee shall, subject to any direction of the City issued in accordance with clause 4(b) or 5(b) of this indenture, be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing baseball.

(b) The City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises as of the date of signing this indenture, including but not limited to the “no smoking” signage.

7. The City shall provide to the Lessee a grant in the amount of Thirty-One Thousand Two Hundred Dollars (\$31,200.00) which shall be used to offset expenses incurred by the Lessee at the Demised Premises for the term of this indenture. Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in

a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment as described in Schedule "A" attached hereto.

(b) Maintenance, repair and replacement of the tools and equipment specified in paragraph 8(a) shall be the sole responsibility of the Lessee except as limited in paragraph 8(C).

(c) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00. The Lessee will not be responsible for any single maintenance item, repair or replacement, above \$500.

(d) The Lessee will be responsible for grass mowing of the site as described in Schedule "B" as SF6/SF7.

9. Notwithstanding clause 4(a) of this indenture, the Lessee shall use the Demised Premises for purposes other than of pursuing the game of baseball, if such purpose is agreed to in writing by the City.

10. The Lessee shall observe all conditions and perform all covenants of this Lease.

11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the

Demised Premises without the written consent of the City which consent may be arbitrarily withheld.

- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee with the exception of those items set out in paragraph 12 as not being the responsibility of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.
- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of

written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) keeping the Demised Premises free from litter;
- (ii) minor maintenance and repair necessitated by acts of vandalism;
- (iii) regular grass mowing, and field maintenance except as hereafter provided;
- (iv) all regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City;
- (vi) check and clean bathrooms in the main building.
- (vii) Spring start-up work such as grading, raking, sodding, and seeding;
and
- (viii) Fall shut down work such as sodding or edging.

For further certainty the Lessee shall not be responsible for the following:

- (i) structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) maintenance and repair of fences, bleachers, gates and nets except as aforesaid;

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

- 13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises with the exception that the Lessee is not responsible for those items identified in paragraph 12 as not being the Lessee's responsibility.
- 14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
- 15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the

Demised Premises or the Lessee's use thereof. The Lessee agrees to abide by the City's *Respectful Workplace Policy* and *Social Media Use Policy* as though the Lessee were a Contractor of the City. The Lessee agrees to resolve any issues that may arise between the Lessee and the City, its servants, employees, agents, contractors, and/or elected officials in a respectful manner and in accordance with the procedures prescribed in the City's *Complaints re Employee Conduct* policy and the City's *Municipal Officials Code of Conduct*.

16. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
17. The Lessee shall permit the City or any person, body or corporation authorized by the City, the rite of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment), dig, break, excavate and trench any part of the said land shown in Schedule "B" as SF6/SF7 and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the rite of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation upon any part of the said land and for that purpose and the purpose of renewing any

such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

18. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the lease of the Demised Premises, or any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights arising thereunder, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City while acting within the scope of his or her duties or employment or agency.
19. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies, motor or other vehicles, materials, articles ,effects or things at any time erected, brought, placed, made or being

upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

20. The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises, in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than two million dollars (\$2,000,000.00) per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a named insured under the policy.
21. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
22. The Lessee shall pay any and all utility charges and costs at the Demised Premises accrued during the term of this indenture. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.

23. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee. Nothing in this paragraph shall be construed so as to cause the Lessee to be responsible for those items listed in paragraph 12 as not being the Lessee's responsibility.
24. The Lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.
25. The City may, at any time during the term of this lease terminate it upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
26. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the Lessee fails to do so the City may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the City (including legal

costs) in discharging liens shall be for the account of the Lessee whether or not the City chooses to terminate the Lease pursuant to this clause.

27. The City may, at its sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
28. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
29. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.
30. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
31. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.

32. In the event of a breach of any provision of this Lease, other than the notice requirements for renewals, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.
33. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.
34. All notices to be given pursuant to this Lease shall be delivered;
- (a) To the City

c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1
 - (b) To the Lessee

c/o The President of the Corner Brook Baseball Association
P.O. Box 464
Corner Brook, NL
A2H6E6

and shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

- 35. Words importing the singular number shall include the plural and vice versa.
- 36. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.
- 37. The provisions of clauses #18, 19, 22, 23, and 26 will continue to apply, notwithstanding cessation of the lease created by this Indenture.
- 38. The Lessee covenants that in all aspects of its use of the Demised Premises it will, comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended* as if the Lessee were an Agent of the Crown.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written attested to by the hands of their officers in that behalf duly authorized.

THE CORPORATE SEAL of the City of
Corner Brook was hereunto affixed
in the presence of:

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner
Brook Baseball Association was
hereunto affixed in the presence of:

SCHEDULE A

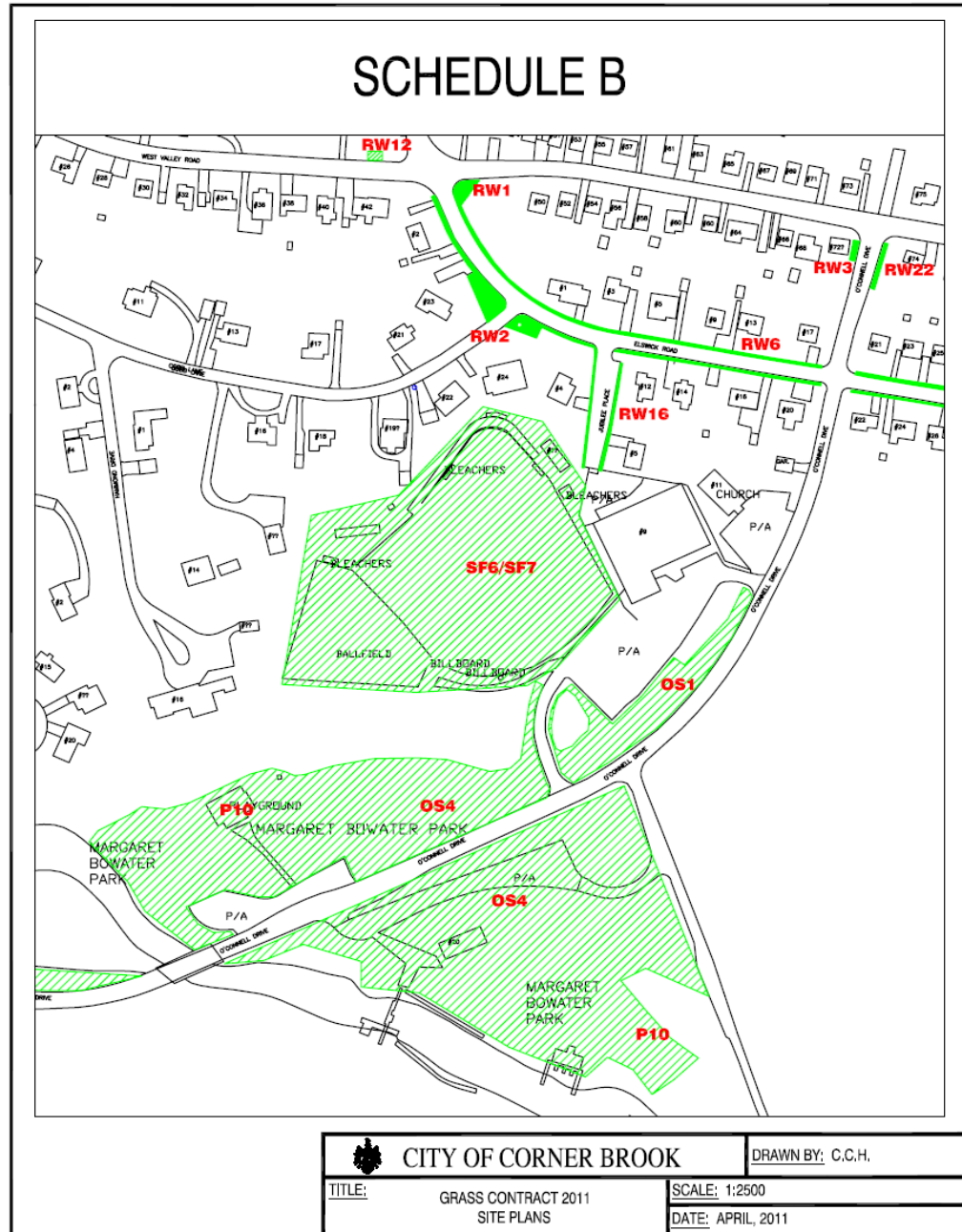
City of Corner Brook – Jubilee Field Baseball Complex
Equipment and Hand Tool List

Equipment

- 1 Kubota tractor
- 1 Cub Cadet ride on mower (cost shared by City and CBBA)
- 1 tow behind spreader
- 1 tow behind tined field grubber with broom like bristles attached
- 1 field drag
- 1 sump pump
- 1 shop vac

Tools

- 1 one hundred foot tape
- 1 flat top shovel
- 2 field rakes (purchased by CBBA)
- 2 hammers
- 2 field liners (1 which was purchased by the CBBA)
- 1 mall
- 1 axe
- 1 pick
- 1 crow bar
- 1 post digger
- 1 grubber
- 1 round top shovel
- 1 broom





Request for Decision (RFD)

Subject: Public Safety Answering Point Service Agreement

To: Darren Charters
Meeting: Regular Meeting - 12 May 2025
Department: Protective Services
Staff Contact: Todd Flynn, Director of Protective Services
Topic Overview: Public Safety Answering Point Service Agreement
Attachments: [DOC-07806-2025 Corner Brook - Service Agreement - Public Safety Answering Point - 2025 \(002\) Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook has been operating the Public Service Answering Point (PSAP) since 2015 and has entered 5-year term agreements with NL911 and the province of Newfoundland and Labrador to provide 911 call answering and transfer services. Our latest agreement expired in January 2025. City staff and provincial staff have rigorously reviewed the current agreement and put forward the attached contractual agreement that will extend and govern our PSAP service operations for the next 5 years.

PROPOSED RESOLUTION:

Be it RESOLVED that the council approve the 2025 Public Service Answering Point Service agreement as presented, thereby extending the PSAP operations for another five years.

FINANCIAL IMPACT:

This agreement aligns with the 2025 City budget as presented in December 2024.

Finance Type: Budget

Legal Review: Yes

LEGAL REVIEW:

City legal has conducted a full review of this contract and all recommendations from legal have been addressed accordingly.

RECOMMENDATION:

City staff are recommending that the City approve the attached PSAP agreement that will extend the financial and service operation of the Corner Brook PSAP until 2030.

ALTERNATIVE IMPLICATIONS:

Options: (What are 3 key options, what are the implications with each?)

1. Approve current agreement as presented;
2. Not approve the agreement;
3. Direct staff to proceed in another manner.

Director of Protective Services

Approved - 07 May 2025

City Manager

Approved - 07 May 2025

Administrative Assistant

Approved - 07 May 2025

City Manager

SERVICE AGREEMENT – PUBLIC SAFETY ANSWERING POINT (CORNER BROOK)

THIS AGREEMENT made at St. John's and Corner Brook, in the Province of Newfoundland and Labrador, on this 1st day May of 2025.

BETWEEN: **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR** as represented by the Minister of Justice and Public Safety;
(the "Client")

AND: **CITY OF CORNER BROOK**, a body corporate continued by the *City of Corner Brook Act* RSNL 1990 Ch. C-15;
(**"the Consultant"**)

(collectively referred to herein as **"the Parties"**)

WHEREAS the Client, with the participation of, *inter alia*, municipalities, emergency service providers and telecommunications service providers, is charged, pursuant to the *Emergency 911 Act, 2022, SNL 2022, c E-7.03*, (hereinafter referred to as the "Act") with establishing the number "911" as the primary emergency telephone number for use in the province and with developing, establishing and operating a province-wide emergency 911 telephone service;

AND WHEREAS, as a critical part of the province-wide emergency 911 telephone service, the Consultant has agreed to provide the Client with the services of a Primary Public Safety Answering Point or Primary PSAP on the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, agreements and provisions herein contained, and as amended, the Parties agree pursuant to section 15 of the *Emergency 911 Act, 2022 SNL 2022 Ch. E-7.03* as follows:

1. Definitions

1.1 In this Agreement, the following words and phrases shall have the following meanings:

- (a) "Budgeted Costs" means all the Consultant's annual budgeted operating and capital costs relating to or associated with the operation of the Primary PSAP;
- (b) "Call Taking-Architecture" means the information technology assets, equipment, furniture and other property necessary for the Work and located on the Premises, including any and all equipment owned by the Client within the data closet space;
- (c) "Contract Documents" shall mean and include:
 - i. This head agreement (the "Head Agreement");
 - ii. The Statement of Work attached as Schedule "A";
 - iii. The General Terms and Conditions attached as Schedule "B"; and
 - iv. Protocols for Information Technology Security of Client Information as Schedule "C".

- (d) "Eligible Costs" means the Budgeted Costs and any Client approved costs incurred by the Consultant for operation of the Primary PSAP.
- (e) "Non – Emergency 911 Calls" means any and all calls that do not require 911 services;
- (f) "Primary Public Safety Answering Point or Primary PSAP" means the communications centre which shall provide 911 Call-Taking Services (as defined in Schedule A) and which includes the Premises and the Call Taking-Architecture;
- (g) "Premises" means the space situated in the Province of Newfoundland and Labrador described in Schedule A, Annex C;
- (h) "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

1.2 Capitalized terms not otherwise defined in this section may be defined elsewhere in the Contract Documents.

2. The Consultant's Work

2.1 The Consultant shall do all things necessary to fulfill all of the obligations of the Consultant as set out in the Contract Documents (the "Work").

3. Payment

3.1 *Consideration*

It is agreed and understood that payments made for the performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Within 60 days of the end of each quarter of each calendar year of the Term, the Consultant will invoice the Client, by form attached at Schedule "A", Annex D for performance of Work during the quarter. The Client shall pay the Consultant within 60 days of receipt of invoicing. Late payment shall be subject to interest charges at a rate of 1.5% per month. Payment for performance of the Work shall be calculated on the following basis:

- (a) For each quarter of a calendar year, quarterly payment to be determined by the application of the methodology set forth in Schedule "A", Annex D.
- (b) On or before September 30th of each year of the Term, the Consultant will provide the Client with its initial Budgeted Costs for the upcoming calendar year for discussion and negotiation. On or before November 15th of each year of the Term, the final Budgeted Costs for the upcoming calendar year shall be submitted for approval in writing.
- (c) The Consultant may establish, in accordance with its internal processes on or before December 31st of each remaining year of the Term, and the Client shall pay the Budgeted Costs. Operating cost increases to the Budgeted Costs require Client written approval. Any increases in capital costs shall not be included in the Budgeted Costs without prior written approval of the Client.

- (d) The Payment to the Consultant for each remaining year of the Term shall be adjusted within 60 days of receipt by the Client of the Consultant's annual expenditure statement for the year in question to compensate for any agreed differential between Budgeted Costs and actual costs incurred by the Consultant in relation to the Work, subject to the Client's arbitration right, in section 3.1(b). The annual expenditure statement for the year in question shall be submitted by the Consultant to the Client on or before January 30th of each year of the Term.
- (e) In the event that the Client does not agree with any line items of operating costs as established in section 3.1(b), then the Client shall have the right to refer the reasonableness of those costs directly to arbitration as contemplated in Article 9.1(c)(i) and 9.2, Schedule "B" within 30 days of receipt by the Client of the Consultant's annual expenditure statement. The Consultant will cooperate fully with the Client to ensure that the matter is arbitrated in a timely manner. If the Client does not refer the matter to arbitration within 30 days of its receipt of the Consultant's annual expenditure statement, then the Client is deemed to agree with the Budgeted Costs.
- (f) If the arbitrator's decision results in a finding that the operating cost increases in question are reasonable, the Client shall pay the prescribed amount to the Consultant within 60 days of the arbitration decision.
- (g) It is understood and agreed that in any arbitration undertaken under this section s.3.1, the arbitrator, in considering the subject matter of the arbitration, shall do so in the context of the terms and conditions of this Agreement and shall consider all evidence before him/her in the context of the foregoing and on the principle of reimbursement for operational, and all other costs reasonably incurred by the Consultant in the establishment and operation of the Primary PSAP in relation to or associated with the provision of the Work.

3.2 Reimbursement of Costs

It is agreed and understood that reimbursements for the Eligible Costs incurred by the Consultant pursuant to this Agreement shall be made in accordance with the following:

- (a) The Client's contribution to Eligible Costs shall consist of reimbursement of approved claims by the Client in accordance with 3.2(b).
- (b) The Client shall, upon the satisfaction of all conditions precedent as set forth in section 4 of this Agreement and any other conditions as may be applicable herein, reimburse the Consultant for Eligible Costs.
- (c) Payments for Eligible Costs will be disbursed upon provision by the Consultant of documentation satisfactory to the Client verifying the expenditures on the expenses being claimed. Cash expenditures by the Consultant in relation to Eligible Costs will not qualify for reimbursement unless proof of the cash expenditure has been submitted.

- (d) The cost of Fire Dispatch calls and Non–Emergency 911 Line calls shall be based on the formula as determined in Schedule A - Annex D and approved by the Client. These costs are to be subtracted from the Client quarterly Eligible Costs to be disbursed to the Consultant.
- (e) The Client being satisfied that all terms and conditions of this Agreement have been complied with may be required prior to payment of Eligible Costs.
- (f) The Client reserves the right to demand of the Consultant an accounting of all funds, regardless of source, expended in relation to the items in this section 3.2, including the right to review all supporting documentation in relation thereto.
- (g) Except as provided for in this Agreement, the Client shall not be responsible for any costs or expenses incurred by the Consultant, without the prior written approval of the Client.

3.3 Payment General

- (a) Except as otherwise provided in this Agreement, payments will be made within 60 calendar days of receipt of invoicing in the form attached at Schedule A, Annex D.
- (b) Where applicable, all invoices shall clearly show the amount of HST billed by the Consultant as a separate item.
- (c) The Client shall not be obligated to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
- (d) The Consultant shall submit invoices to:

**Office of the Comptroller General
Accounts and Payable Processing
PO Box 8700 3rd Floor East Block
Confederation Building
St. John's, NL A1B 4J6**

4. Conditions Precedent

- 4.1** As conditions precedent to the disbursement of any funds pursuant to this Agreement, the Consultant covenants and agrees that it shall provide or cause to be provided to the Client:
 - (a) documentation satisfactory to the Client providing firm estimates for all Eligible Costs;
 - (b) written confirmation of adequate insurance coverage for the Primary PSAP;
 - (c) written confirmation of WHSCC requirements as identified in Article 8.1 of Schedule B of this Agreement; and

- (d) a copy of the resolution of the Consultant authorizing the execution and delivery of this Agreement.

5. Underlying Conditions

5.1 The Consultant agrees that it shall:

- (a) use the funds it receives from the Client pursuant to this Agreement exclusively towards the Work;
- (b) provide the Client or its Representatives with reasonable access to the PSAP, and, at the request of the Client to the extent that it is reasonably required for verification purposes, access to business records and supporting documentation that relate to the Consultant's obligations under this Agreement, including records of monies contributed and disbursed;
- (c) maintain insurance coverage sufficient to cover the cost of:
 - (i) repairing any damage to the Primary PSAP, and
 - (ii) replacing the Primary PSAP and Call Taking Architecture in the event of a total loss. Any replacement of the Primary PSAP and Call Taking Architecture will be with equipment of a similar make and kind. The Client shall be named as an additional insured on all insurance policies.
- (d) in the event of an insurance claim in relation to the Primary PSAP, the Consultant, in consultation with the Client, will either:
 - (i) use the insurance proceeds to repair or replace the Primary PSAP or;
 - (ii) pay, or cause the insurer to pay, the compensation recoverable directly to the Client;
- (e) cause to be affixed to each policy of insurance a clause providing for a minimum of thirty days' written notice to the Client of any change in coverage or cancellation or lapse in coverage; and,
- (f) provide to the Client on an ongoing basis:
 - (i) the Consultant's annual draft Budgeted Costs projections and annual expenditure statements in relation to the Work as soon as they are reasonably available, and
 - (ii) statistical and operational reports as required further to this Agreement or as may otherwise, from time to time, be requested by the Client.
 - (iii) In the event the Client requests additional reports pursuant to 5.1 (f)(ii), the costs of those reports shall be at the expense of the Client.
- (g) The client shall have the right, in its sole discretion, to review the utilization of each PSAP every three (3) years, to determine an optimal share of 911 volume for the Province. The Parties agree that the Client shall have the absolute right during the Term to determine the boundaries of the Defined Area. If, as a result of review by the Client, the boundaries are changed, the cost associated with this change will be accounted for within the annual reconciliation process and the Consultant will be compensated by the Client for any additional costs resulting from the changes to the Defined Area.

6. Events of Default

- 6.1** In this Agreement, each of the following constitute an “Event of Default”:
- (a) if the Consultant terminates, abandons or ceases or threatens to terminate, abandon or cease to carry out the Work or if a force majeure event persists for more than 6 months; or.
 - (b) if the Consultant fails to comply with its commitments in section 5 or Article 8 of Schedule B of the Agreement.
- 6.2** Immediately upon the occurrence of an Event of Default as set forth in paragraph 6.1, the Parties shall provide each other with written notice thereof and the Client may, in its absolute and sole discretion, do any one or more of the following:
- (a) take possession and control of the Primary PSAP and operate it;
 - (b) take possession and control of any part of the Call Taking Architecture;
 - (c) transfer Call Taking Services to another service provider or consultant; and
 - (d) terminate this Agreement.
- 6.3** If the Client exercises its rights under 6.2(b), the Client shall pay a fee to the Consultant based on Fair Market Value, as determine by a commercial leasing real estate agent, at the time of the Event of Default to be a rental fee for the use of the space by the Consultant during the Term of this Agreement.

7. Other Default

- 7.1** As regards any other Default, the defaulting party shall within 15 days of written notice of the same by the other party remedy the said Default. In the event that the Default is not rectified within the said period, then the matter shall be dealt with in accordance with the process as set forth in Article 9, Schedule “B”.
- 7.2** Neither Party shall be considered to be in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall include fire, explosion, war, riot, strike, walkout, labour controversy, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of telecommunication service providers, act of God or public enemy, equipment failure or malfunction, or any other cause beyond the reasonable control of the Parties hereto.
- 7.3** If the Client, in good faith and on reasonable grounds, believes that the performance of the Work by the Consultant is, or is about to be, significantly impaired as a result of a force majeure event, then the Client shall have the right, for the duration of the period in which the Work cannot be performed, to transfer Call Taking Services to another service provider or consultant. Within 30 days of the Consultant being able to perform the Work, the Call Taking Services shall be re-transferred to the Consultant and the Agreement shall resume.

- 7.4 Where the Call Taking Services have been transferred by the Client under section 6.2(c) and/or section 7.3 and the Consultant disagrees that a force majeure event has occurred, or there is a dispute between the Parties as to whether the Consultant is able to resume the Work, such dispute shall be resolved in accordance with Article 9 of Schedule "B".

8. Communications

- 8.1 The Consultant shall not engage in communications related to the Work in the nature of press releases or public announcements without prior consultation and approval of the Client.
- 8.2 The Parties agree to work together where practical and reasonable to facilitate any public announcements related to this Agreement in a timely manner.

9. Notices

- 9.1 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:

For the Client:

**Director – 911 Division
45 Major's Path
St. John's, NL A1B 4J6
Phone: 709-758-0061
Fax: 709-758-0192**

For the Consultant:

**Consultant Representative
City Manager
P.O. Box 1080
5 Park Street
Corner Brook, NL A2H 6E1
Phone: 709-637-1532
Fax: 709-637-1543**

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
- (b) As of the date on which they are sent where delivery is by telecopier or other means of electronic communication; and
- (c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

10. Entire Agreement

10.1 It is hereby agreed that the Contract Documents constitute the entire agreement between the Parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations, modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose.

11. Representations and Warranties

11.1 The Parties hereby represent and warrant that every fact stated or represented by the Parties or their Representatives to each other in connection with the Work is true to the best of its knowledge, information and belief.

12. Conflict Between Provisions

12.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second Schedule B (the General Terms and Conditions), third Schedule C (the Protocols for Security of Client Information on Information Technology assets), fourth Schedule A (the Statement of Work), and last, any documents incorporated by reference in any of the foregoing.

13. Effective Date

13.1 The effective date of this Agreement shall be on the date of execution of the same by both Parties.

14. Term

14.1 The Term of this Agreement shall be from the Effective Date to December 31, 2029. This Agreement shall continue in effect after the expiry of the Term so long as the Parties are negotiating its renewal.

14.2 This Agreement may be renewed by the Parties for additional 5 year terms, or such other terms as mutually agreed upon, in writing and executed by the Parties, at the option of the Parties. No later than six months before the expiry date, the Parties shall notify each other in writing of their intent with respect to renewal of this Agreement.

14.3 This Agreement may be terminated in accordance with Article 7 of Schedule B.

15. Counterparts

15.1 This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile

signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

16. Liability

16.1 the Consultant is not liable for any loss or damage suffered by any person by reason of anything in good faith done or omitted to be done in relation to the Work and the Client agrees to save harmless and indemnify the Consultant in relation thereto. The parties agree that this Agreement is entered into in accordance with section 15 of the Act and as such the exemption of liability contained in Section 21 therein shall apply for the benefit of the Consultant.



Witness

**HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR as
represented by the Minister of Justice
and Public Safety**


Deputy Minister

Witness

CORNER BROOK CITY COUNCIL

City Manager or City Clerk

Witness

Mayor or Deputy Mayor

SCHEDULE “A” - STATEMENT OF WORK

DEFINITIONS

In this Statement of Work the following definitions apply:

- a) “911 Call Taker” means personnel hired by the Consultant to answer 911 calls received at the Primary Public Safety Answering Point;
- b) “911 Standard Operating Policies and Procedures” or “911 SOPPs” means the written policies and procedures, established and provided by the Client and as amended or supplemented from time to time by the Client, in consultation with the Consultant, to be followed by the 911 Call Takers and other PSAP staff;
- c) “911 Call Taking Services” means the answering of 911 calls by a 911 Call Taker and the handling of these calls as per the Client provided Operating Policies and Procedures (SOPPs) which includes Call Tracing and the subsequent Call Transfer of those calls to a Secondary Public Safety Answering Point;
- d) “Call Tracing” means the process by which a 911 Call Taker can trace a call to determine the location of the caller and includes but is not limited to the process of reviewing, performing, revising and auditing the process of Call Tracing;
- e) “Call Transfer” means the process by which a 911 Call Taker, while endeavoring to maintain contact with an emergency caller, transfers a 911 call to the appropriate Secondary Public Safety Answering Point and/or Call Tracing, when and where necessary;
- f) “Defined Area” means the geographic area of the province established in Annex A;
- g) “Emergency 911 Telephone Service” means the province-wide telephone service for the reporting of emergencies through a Primary Public Safety Answering Point to a Secondary Public Safety Answering Point;
- h) “Secondary Public Safety Answering Point” or “Secondary PSAP” means a point of contact
 - a. to which emergency telephone calls are transferred from a Primary Public Safety Answering Point; and
 - b. which is a point of contact responsible for providing emergency services or dispatching personnel.

I - EMERGENCY 911 TELEPHONE SERVICE TO BE ESTABLISHED

A. Operational Requirements - Client

The Client with a mandate, pursuant to the *Emergency 911 Act*, SNL 2022, c E-7.03 to establish the number "911" as the primary emergency telephone number for use in the province, and to develop, establish and operate an emergency 911 telephone service. As part of fulfilling this mandate, the Client is retaining the Consultant to provide a Primary PSAP for the Defined Area.

The Client is responsible for various undertakings including, but not limited to:

- Establishing, auditing implementing and governing an Emergency 911 Telephone Service for the province including but not limited to 911 Taking Service, Call Transfer and Call Tracing;
- Providing accurate and current information to the Consultant, including street network data for all communities in the province (which data may not reference all streets within those communities) and contact information for emergency service providers for designated areas;
- Developing 911 SOPPs, conducting operational audits, quality control monitoring, and revising, where necessary, of 911 Call Taking Services;
- Decisions on whether to, and the administration of the release of, information requested by third parties with respect to the Emergency 911 Telephone Service;
- Developing and participating in any and all training offered on all aspects of 911 Call Taking either directly given by the Client or through the Consultant;
- Entering into agreements with Primary PSAPs and telecommunication service providers necessary for the implementation and operation of the Emergency 911 Telephone Service;
- Receiving and accounting for monthly fees received from telecommunication service providers and providing financial compensation to the Consultant for 911 Call Taking Services.
- Hosting of a quarterly 911 PSAP Operations where both PSAP performances are reviewed, operational issues are discussed, and continuous improvement measures are undertaken. Client to determine if meeting will be held in person or virtually and payment of costs related.

B. Operational Requirements - Consultant

The Consultant shall be responsible for

- Subject to Section 3.1 of Schedule B (General Terms and Conditions), all human resource duties, including supervising, directing, “, managing and evaluating PSAP employees; processing employee concerns and problems; disciplining; conducting interviews, hiring staff; and all other related matters which are handled by the Consultant. All personnel involved in 911 Call Taking Services under the control of the Consultant shall be employees of the Consultant and are subject to the terms of employment between those personnel and the Consultant.
- The day-to-day management and operations of the Primary PSAP including the management of 911 Call Taking Services and the Premises.
- Staffing at the Primary PSAP of a minimum of 2 trained 911 Call Takers per shift.

- Providing 911 Call Taking Services for the Defined Area, 24 hours, 7 days per week.
- All personnel within the control of the Primary PSAP complying with all 911 SOPPS.
- The Primary PSAP meeting all required minimum standards for facility and equipment, as detailed in Annex B.
- Ensuring compliance with all privacy laws in relation to any Call Tracing;
- Call Transfer being based on the requirement of the 911 caller, and as determined under the agency of priority provided by the Client as part of the 911 SOPPS.
- Providing the Client, when requested, with information regarding copies of Call Taking recordings, which are required to respond to public enquires related to the handling of all 911 calls, as consistent with routine monitoring of the Emergency 911 Telephone Service.
- Providing the Client, for each calendar month, within 15 days of the end of each calendar month, with the following statistics:
 - Number of Calls transferred to Police
 - Number of Calls transferred to Ambulance
 - Number of Calls transferred to Corner Brook Fire Department
 - Number of Calls transferred to fire departments other than Corner Brook Fire Department
 - Number of Calls transferred to Other Agencies (poison control, crisis line, etc)
 - Number of Calls not transferred
 - Number of Calls Answered
 - Number of Landline Calls
 - Number of Mobile Calls (when data available)
 - Number of Calls per Community
 - Number of Calls Based on Disposition
 - Alarm Transferring Time
- Meeting the following National Emergency Number Association (NENA) standards:
 - **2.2.1 Standard for answering 9-1-1 Calls**
Ninety percent (90%) of all 9-1-1 calls arriving at the Public Safety Answering Point (PSAP) SHALL be answered within (\leq) fifteen (15) seconds. Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within (\leq) twenty (20) seconds.
 - **2.2.5 Minimum Standard for Information Gathering**
The agency will obtain and document basic information for emergency calls. At a minimum, this information SHOULD include, when available: the location of the incident, callback number, nature of the emergency and caller identity.

** The Client currently does not require the caller's identity to be captured.*

- **2.5.1 Location/Address Verification**

The telecommunicator SHALL verify all location information conveyed about the emergency in order to obtain the most accurate dispatchable location for emergency services response. Verification policies and associated procedures can vary based on dispatch center coverage topography and the unique characteristics of their call handling solutions.

A verified location means that the telecommunicator has taken active measures to confirm the call-provided location is accurate and the caller has actively acknowledged or corrected, in some fashion, the location information provided.

**** The Client requires community or general area location information, not civic address. If civic address is provided it should be noted and advised to other agencies if needed.***

- **2.2.6 Transferring emergency calls**

When calls need to be transferred to another PSAP, the telecommunicator SHALL advise the caller which PSAP they are being transferred to, in addition to advising the caller to stay on the line while the call is being transferred, such as "Please do not hang up; I am connecting you with (name of the agency)." The telecommunicator SHALL then initiate the transfer without delay. The telecommunicator SHALL stay on the line to announce the call to the transfer PSAP call taker/telecommunicator (a.k.a., "warm transfer" or "attended transfer"), and SHOULD relay the pertinent information, including, but not limited to:

- Location
- Callback number
- Nature of the call
- Known safety information

**** The Client requires a Call Taker to stay on the line to ensure all pertinent information is relayed to the agency only when there is a voice recorder/pager system being utilized.***

- If the Consultant takes on additional responsibilities that are outside the scope of this Agreement, then the Consultant will submit a request, in writing, to the Client to have these additional responsibilities added to this Agreement pursuant to a written amendment. Both the Client and the Consultant acknowledge and agree that discussions relating to any additional responsibilities required by the Client and/or the Consultant at the time of need or within the agreement can occur as mutually agreed between the parties in writing or through consultation if requested by either party in writing.
- The Consultant's Director of Protective Services and PSAP Supervisor are required to attend the Client hosted quarterly 911 PSAP management meeting and are to be prepared to discuss the agenda items as prepared and agreed minimum seven days in advance by the Client and Consultant.

C. Non-Emergency 911 Telephone Service Uses of the Primary PSAP by the Consultant

The Parties agree that the Consultant may use the Primary PSAP purposes which are not related to the Work ("Non-911 Services").

The Consultant will notify the Client of any Non-911 Services being provided at the Primary PSAP, in which event such Non-911 work will be proportionally reduced from payments made by the Client and reflected in Annex D. The Client shall not be responsible for the costs of any Non-911 Services.

Notwithstanding the foregoing, the Consultant agrees that during the term of this Agreement, it will not allow the Non-911 Services to impair or delay the Work.

D. Review of Defined Area

The Defined Area was established in order that the Primary PSAP would handle approximately 50% of the total number of annual 911 calls in the province. The Client will review the statistics and reports to be provided by the Consultant under this Agreement and, based on an analysis thereof, the Parties will discuss possible changes to the Defined Area that may be necessary to maintain the principle of each PSAP being responsible for approximately 50% of all 911 calls.

E. Call Taking Architecture

When deemed necessary by the Client, implementation of upgrades to or enhancements of the Call Taking Architecture shall be performed by the Consultant as soon as practicable and in any event shall commence no later than 6 months after receipt of notice from the Client. All costs related to the same shall be paid by the Client within 60 days of receipt of invoices from the Consultant in a format and on a schedule acceptable to the Parties.

Should there be a requirement for repair, replacement or maintenance expenses resulting from misuse or abuse of any of the Call Taking Architecture where such misuse or abuse was within the reasonable control of the Consultant or its Representatives, the cost responsibility shall lie with the Consultant. In the event of a dispute in relation to the foregoing, the Consultant shall, initially, pay all repair, replacement, or maintenance expenses under dispute, and the matter, if agreement cannot be reached, will be dealt with in accordance with Article 9, Schedule "B".

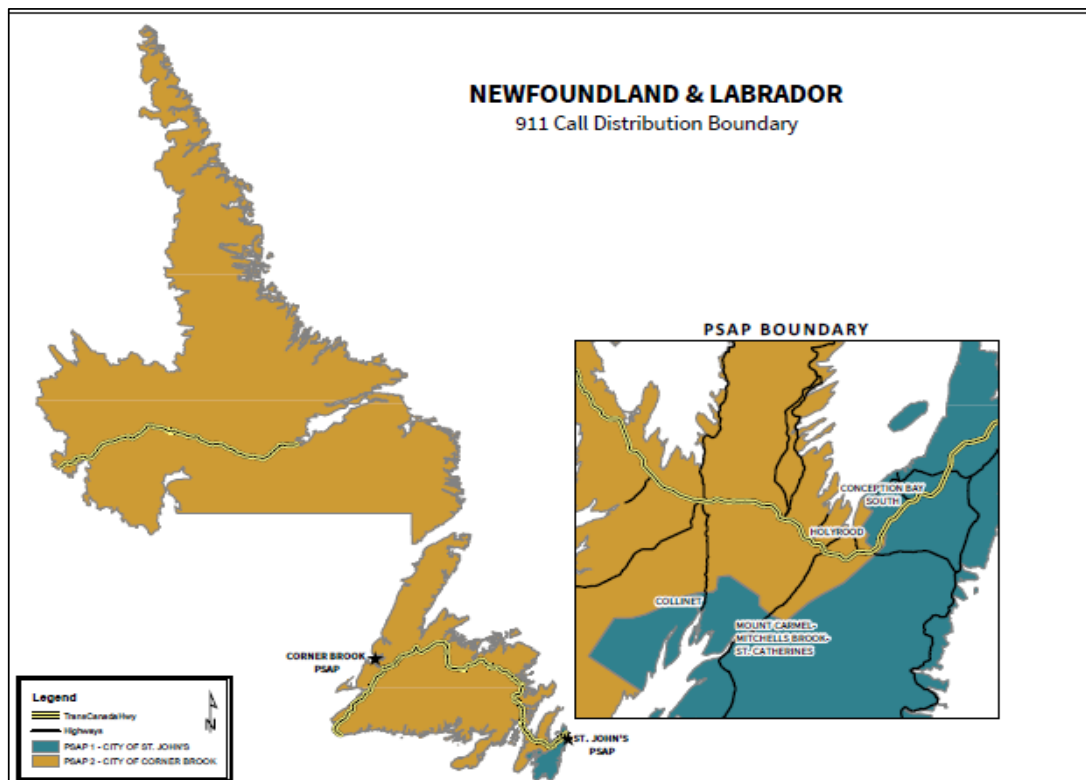
Such Call Taking Architecture as may, from time to time during the course of this Agreement, be recognized by both Parties hereto as being owned by the Client and located at the Premises and used by the Consultant in the performance of the Work. In the event that any insurance claim is made in relation to any Call Taking Architecture as identified on any such Annex then the proceeds of any such claim shall be provided to the Client.

II – FUTURE ENHANCEMENT OF THE EMERGENCY 911 TELEPHONE SERVICE

The Consultant will cooperate as reasonably requested by the Client in the planning and development of technological and other advancements for the Emergency 911 Telephone Service. All reasonable costs related to the same shall be the responsibility of the Client.

ANNEX A – Boundary and Map of Defined Area

- 1) St. John's PSAP to cover the areas east of a line commencing on the coast at the boundary between the municipalities of Holyrood and Harbour Main -Chapel's Cove - Lakeview, thence running south along said municipal boundary to the Trans Canada Highway (TCH), then running west along the TCH to Middle Gull Pond, then in a southwesterly direction to a point on the coast at the municipal boundary of Mount Carmel - Mitchells Brook - St. Catherine's encompassing the Local Service District of Deer Park / Vineland Road, thence running south and around the coastline of the Avalon peninsula back to the point of commencement; and
- 2) Corner Brook PSAP to cover all other areas of the province, including Labrador.



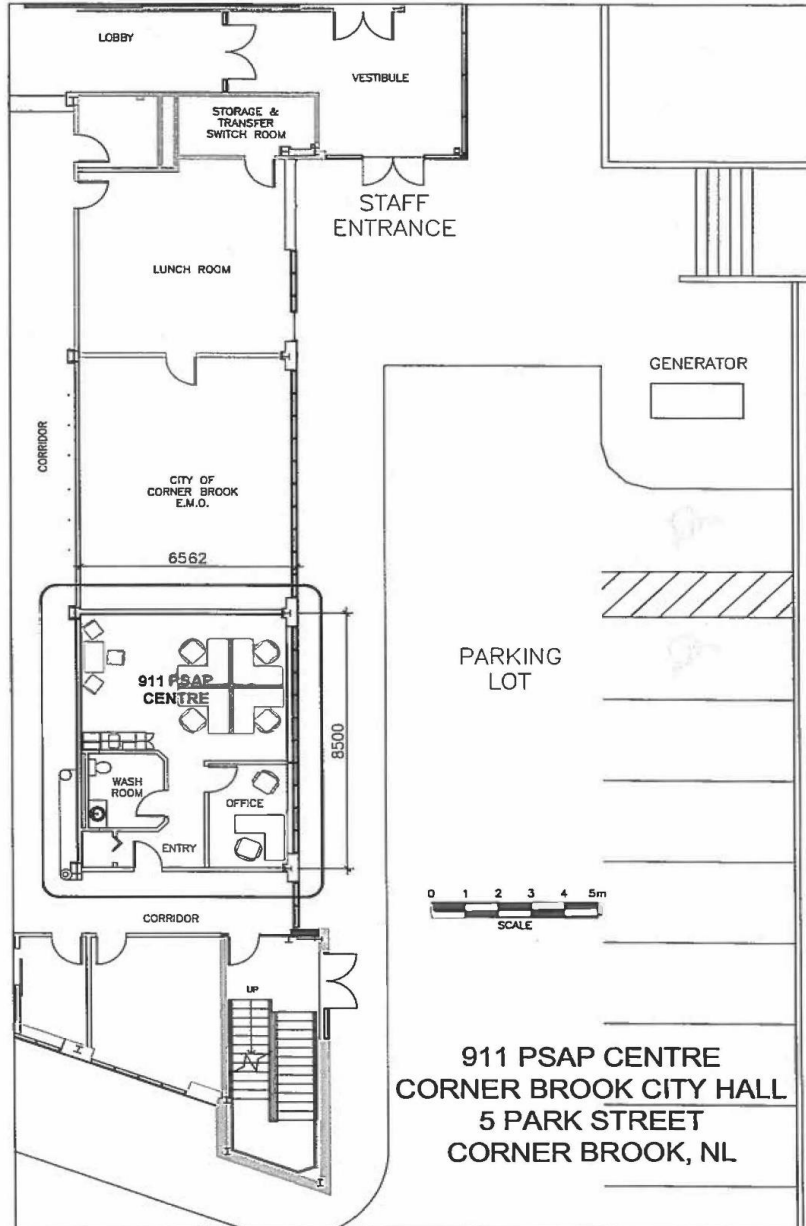
ANNEX B - Minimum Requirements for Primary PSAP

PREMISES
Provide a toilet facility and a lunch area that are directly accessible to Primary PSAP employees within the secured area.
Provide for the health and safety of employees during extended periods of failure of public water or sewer systems.
Ensure no cooking devices or appliances are present in the Primary PSAP that pose a fire or smoke risk, including but not limited to hot plates, toaster ovens and stoves.
SECURITY
WINDOWS
POWER
EMERGENCY PLAN
TTY/TDD COMMUNICATION
Provide proper technology for communicating with hearing impaired persons.
STAFFING LEVELS
Ensure a staffing minimum of two 911 Call Takers on duty per shift, and access to a supervisory position, 24 hours a day, 7 days a week.
RECORDING REQUIREMENTS

ANNEX C – The Premises

Annex C

SCHEDULE "A"



ANNEX D - Invoice Template and Fire Dispatch and Non-Emergency 911 Costs Methodology

(I) Definitions

- a) "Fire Dispatch Calls" means all 911 calls during each quarter of each calendar year of the Term to the Primary PSAP that result in the dispatch of fire services by the Corner Brook Fire Department.
- b) "Non-Emergency Line 911 Calls" means all calls handled by PSAP Call Takers during each quarter of each calendar year of the Term that are not received through 911 identified service lines (ie, municipal assistance lines, etc).
- c) "Non-Emergency Line 911 Call Costs" shall mean the assumed cost per call by application of the methodology as set forth herein:

estimated average duration of the calls X the per minute rate for the PSAP Call Taker X the number of Non-Emergency Line 911 Calls. ie
2 minutes X 0.37 (per minute) X 300 calls = \$222
- d) "Total Calls" means all 911 calls during each quarter of each calendar year of the Term to the Primary PSAP that result in transfer to an emergency service provider (fire, police, ambulance, poison control, etc.)
- e) "Budgeted Costs" means Annual Budgeted Costs as defined in s.1.1 (a) of the Head Agreement.
- f) "Payment" means quarterly payment to be made to the Consultant by the client in accordance with s.3.1 of the Head Agreement and by application of the methodology as set forth herein.

- I. Quarterly Payment shall be determined by multiplying 25% the Budgeted Costs by the percentage figure determined by subtracting Fire Dispatch Calls from Total Calls and dividing this number by Total Calls, and then subtracting the cost of the Non-Emergency Line 911 Calls as illustrated by the following:

$$((25\% \times \text{Budgeted Costs}) \times (\text{Total Calls less Non-Emergency Calls} - (\text{Fire Dispatch})) / \text{Total Calls less Non-Emergency Calls}) - \text{Non Emergency Line 911 Call Costs} = \text{Payment}$$

II. Example

The following is an example of how quarterly Payment is to be calculated based on the above formula:

Eg. Q1 – 2020

Budgeted Costs 2020 are \$800,000 (quarterly Budgeted Costs (25% x \$800,000) = \$200,000

Total Calls Q1 2020 = 10,000 broken down as follows:

- Police	4,300
- Ambulance	3,650
- Fire	1,750 (125 dispatched by CBFD)
- Non-Emergency 911 Calls	300

Estimated Average duration of the Non-Emergency 911 Calls is 2 minutes

Per minute rate for the PSAP Operator is \$0.3748 (\$22.49 / 60)

Applying the formula in s. 2 above:

$$\begin{aligned}
 & ((25\% \times \text{Budgeted Costs}) \times (\text{Total Calls less Non-Emergency Calls} - (\text{Fire Dispatch})) / \text{Total Calls less Non-Emergency Calls}) - \text{Non Emergency Line 911 Call Costs} = \text{Payment} \\
 = & ((25\% \times 800,000) \times (10,000 - 300 - 125) / (10,000 - 300)) - (300 \times \$0.3748 \times 2 \text{ minutes}) \\
 = & (200,000 \times (9,575 / 9700)) - 224.88 \\
 = & (200,000 \times 0.9871) - 224.88 \\
 = & 197,422.68 - 224.88 \\
 = & 197,197.80
 \end{aligned}$$

(II) The parties acknowledge and agree that the calculations set forth in this Schedule are subject to review and revision within twelve (12) months from the date of this agreement. If one party wishes to revise the calculation that parties shall provide notice in writing of any proposed change to the other party which change must be agreed to in writing.

Invoice Format

Job		Payment Terms	
911 Division Call Taking Services Q1 of 2020		January 1-March 31, 2020	
Calls Transferred	# of 911 Calls	Percentage	Cost Share
Police	4,300	44.33%	\$88,660
Ambulance	3,650	37.63%	\$75,258
Fire	1,750	18.04%	\$36,082
Other Agencies (poison control, crisis line, etc)	0	0.00%	\$0
SUBTOTAL	9,700	100.00%	\$200,000
Corner Brook Fire Dispatch work	125	1.29%	\$2,577
Total Cost to the 911 Division Emergency Calls	9,575	98.71%	\$197,423
Non-Emergency Calls Cost	300		-\$225
Total Cost to the 911 Division	9,275		\$197,198

# of Stephenville Fire Dept Dispatches	0
# of Corner Brook Fire Dept Dispatches	125
Non-Emergency Calls	300
Hourly Rate for Operator	22.49
Estimated time / call (minutes)	2

SCHEDULE “B” – GENERAL TERMS AND CONDITIONS

Article – 1. INFORMATION SUPPLIED BY CLIENT

- 1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Consultant shall review the information for accuracy and applicability.
- 1.2 Where discrepancies, omissions or obscurities in the information are evident to the Consultant, the Consultant shall bring them to the attention of the Client and secure further written instructions where directed by the Client.
- 1.3 Notwithstanding anything else herein contained, the Consultant shall be deemed to have relied upon the accuracy and applicability of all information provided by the Client in relation to the Work or this Agreement.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 2.1 For the purposes of this Schedule “B” and Schedule “C”, “Confidential Information” means:
 - (a) all communications and instructions from the Client respecting the Work;
 - (b) all information acquired by the Consultant or its Representatives respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant or its Representatives during the performance of the Work or in any way related thereto;
 - (d) all personal information which the Consultant may receive from the Client or in completion of the Work, including any information received through Call Tracing and, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015 SNL2015 cA-1.2, to mean recorded information about an identifiable individual, including
 - i. the individual's name, address or telephone number,
 - ii. the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - iii. the individual's age, sex, sexual orientation, marital status or family status,
 - iv. an identifying number, symbol or other particular assigned to the individual,

- v. the individual's fingerprints, blood type or inheritable characteristics,
- vi. information about the individual's health care status or history, including a physical or mental disability,
- vii. information about the individual's educational, financial, criminal or employment status or history,
- viii. the opinions of a person about the individual, and
- ix. the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant or its Representatives during the performance of the Work or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Consultant or its Representatives; and

(f) Confidential Information shall not include any information which:

- i. at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its Representatives; or
- ii. is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 Except as required to perform the Work, the Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Work as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that a disclosure is required by law, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Work for the purposes specified in the Contract Documents, and shall not permit the use of the Confidential Information for any other purposes.

2.4 The Parties acknowledge that all documents, reports, data, plans and other information and materials produced or generated by the Consultant in performing the Work, and the intellectual property rights therein, are the property of the Client and the contents thereof are privileged and confidential unless waived by the

Client. Notwithstanding the foregoing, the Consultant may continue to use any intellectual property developed by it in performing the Work as required in the normal course of its business.

2.5 Upon the termination of this Agreement:

- (a) the Consultant shall return to the Client the Confidential Information it acquired during the performance of the Work, and the Client shall return to the Consultant the information of the Consultant in its possession or control not related to the Work, and
- (b) where compliance with (a) is not possible with respect to any Confidential Information or information of the Consultant identified in (a), such information shall:
 - i. be destroyed, or
 - ii. if destruction is not possible be retained under security sufficient to ensure its confidentiality and not released without the prior written consent of the other Party.

2.6 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant or its Representatives in the performance of the Work, including Call Tracing and in particular personal information, may be subject to privacy legislation, including but not limited to the Access to Information and Protection of Privacy Act, the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant or its Representatives.

2.7 The Consultant shall ensure that its Representatives have in place and follow systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including the following:

- (a) [REDACTED] to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its Representatives other than those who are required to have access to properly perform the Work under this Agreement;
- (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

- (c) ensure all Representatives of the Consultant comply with all policies, standards and safeguards established under this Article;
- (d) advise the Client of any substantial changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information; and
- (e) satisfaction of the foregoing commitments includes compliance with the requirements set out in Schedule "C".

2.8 The Consultant may disclose Confidential Information to persons, including its Representatives, who need to know the information in order to carry out the duties associated with this Agreement and, where applicable, only after making such efforts as are reasonable in the circumstances to confirm that such persons agree not to disclose Confidential Information.

2.9 The Consultant shall, upon becoming aware of same:

- (a) notify the Client immediately of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights; and
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information.

Article – 3. EMPLOYEES OF CONSULTANT

3.1 The Consultant shall provide employees to perform the Work in accordance with the requirements set out in Schedule A. When an employee of the Consultant, as a result of serious misconduct or a failure to properly perform his/her duties, is considered by the Client to pose a high risk to the performance of the Work, the Consultant shall take all necessary steps to ensure the performance of the Work is not negatively impacted. The Consultant shall immediately notify the Client upon becoming aware of any instances of employee misconduct or failure to perform duties, including the nature of the misconduct or failure and the disciplinary or other

actions to be taken against the employee. The Consultant will not provide the name of the employee unless the employee consents or the Consultant is otherwise required by law.

Article – 4. ACCESS TO CLIENT FACILITIES

- 4.1 Where the Parties agree to provide working space at each others premises, the visiting Party and its Representatives shall comply with all security regulations and workplace policies and procedures in effect from time to time at the host Party 's facilities.

Article – 5. RECORDS AND AUDIT

- 5.1 The Consultant shall keep such records, as required further to this Agreement in accordance with generally accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit, (such audit to be at the Client's expense), at mutually convenient times and up to one year after termination of this Agreement.

Article – 6. TERMINATION

- 6.1 Notwithstanding any other provision of this Agreement,
- (a) The Client may terminate this Agreement at any time by way of twelve (12) months advance written notice to the Consultant, and
 - (b) The Consultant may terminate this Agreement at any time by way of twelve (12) months advance written notice to the Client.
- 6.2 Where this Agreement is terminated prior to the expiry of the Term, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set-off with respect to any funds owing pursuant to this Agreement.

Article – 7. LIABILITY

- 7.1 The Parties agree that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent, or employee of the Client. Nor shall the Client nor any representative of the Client

be deemed to be an officer, servant, agent, or employee, or partner of the Consultant.

7.2 Each Party agrees to indemnify the other against all losses and costs (including reasonable legal fees) which the other may incur by reason of:

- (a) the indemnifying Party's negligent or other failure to duly perform or observe any provision, covenant, obligation or condition of this Agreement required on the part of that Party to be performed or observed, and
- (b) its reasonable reliance on incorrect information provided by the indemnifying Party.

Article – 8. COMPLIANCE WITH LAW

8.1 The Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Workplace Health, Safety and Compensation Act and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

8.2 The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article – 9. DISPUTE RESOLUTION

9.1 If, during the term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved in the normal course of their dealings, the Parties agree to participate in the following dispute resolution procedure:

- (a) upon the written request by either Party to the other Party, the nature of the dispute or disagreement shall be brought to the attention of Representatives of the Parties with authority to resolve the dispute ("Authorized Representatives"). The Authorized Representatives will discuss or meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the Parties.
- (b) All reasonable requests for information regarding the dispute or disagreement made by one Party to the other, except for any confidential information of that Party or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the Parties may be fully advised of the other's position.
- (c) In the event that the Authorized Representatives cannot resolve the dispute within 30 days of their first meeting, or within such other period of time as the Parties may have agreed, either Party may, with written notice to the other Party

- i. Where the dispute is in relation to payment under section 3 of the Head Agreement, submit the dispute or disagreement to arbitration in accordance with the Arbitration Act, RSNL 1990 c.A-14, subject to article 9.2 herein.
- ii. Where the dispute is in relation to any other matter under this Agreement, submit the dispute to a court of competent jurisdiction in either Corner Brook or St. Johns.

9.2 The Party wishing to commence arbitration shall give the other Party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the Parties, as the arbitrator determines in accordance with applicable law.

9.3 The Parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Article 9, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

Article – 10. LAWS GOVERNING

10.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article – 11. CONFLICT OF INTEREST

11.1 No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the Conflict of Interest Act or the House of Assembly Act.

11.2 The Consultant shall:

- (a) conduct all duties related to this Agreement with impartiality;
- (b) not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further the private interests of an individual;
- (c) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest;

- (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement; and
- (e) make best efforts to ensure its Representatives comply with the requirements set out (a) to (d) in this Article 11.2.

Article – 12. SUBCONTRACTORS

- 12.1 The Consultant shall not subcontract the Emergency 911 Telephone Service without the prior written approval of the Client.
- 12.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article – 13. GENERAL

- (a) Articles 3 and 8 of this Schedule B, shall survive the termination or expiration of this Agreement.
- (b) Both parties acknowledge that each shall use commercially reasonable best efforts to have decisions with respect to this Agreement made within the required timelines
- (c) The failure of either Party to insist upon or enforce in any instance strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the waiving Party's right to assert or rely upon any such terms or rights on any future occasion.
- (d) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- (e) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (f) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (g) The Client shall have the right to assign this Agreement and its rights hereunder, and the Consultant, by its execution of this Agreement, expressly consents to any such assignment. The Client shall provide written notice to the Consultant of an assignment of this Agreement. In the event the Client assigns this Agreement to a party other than

- i. a department or agency of the Government of Newfoundland and Labrador, or
- ii. a corporation the majority of whose shares are owned by the Government of Newfoundland and Labrador;

the Consultant shall be relieved of its repayment obligations in section 3.2(h) of the Head Agreement and may terminate this Agreement on six months notice to such assignee.

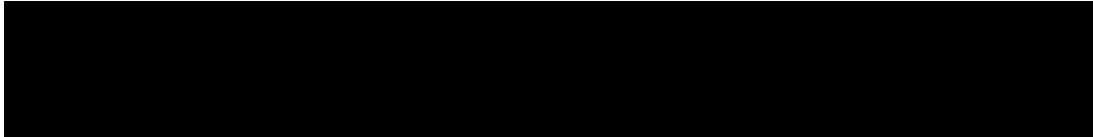
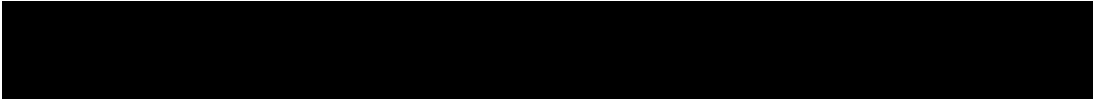
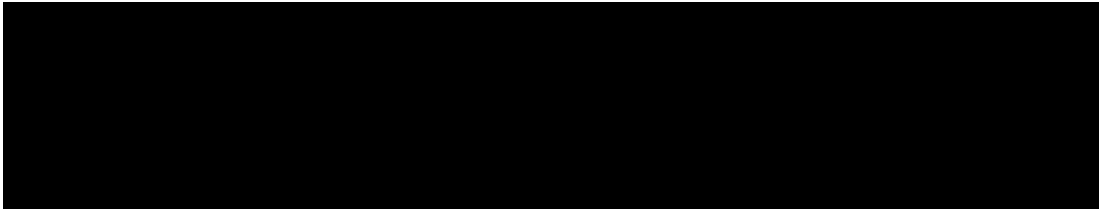
- (h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE B

SCHEDULE “C”

Protocols for Information Technology Security of Client Information

The following requirements apply to the Consultant’s use of information technology assets, (including, but not limited to computers, smart phones and other devices referenced herein), whether the property of the Consultant or the Client, in performance of the Work:

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END OF SCHEDULE C



Request for Decision (RFD)

Subject: Wellington Street Complex Lease Agreement 2025

To: Peter Robinson
Meeting: Regular Meeting - 12 May 2025
Department: Recreation
Staff Contact: Jessica Parsons, Supervisor of Recreation Services
Topic Overview: The Corner Brook United Soccer Club wishes to enter into an agreement with the City of Corner Brook to supply maintenance for the Wellington Street Complex.
Attachments: [CBUSClease2025](#)

BACKGROUND INFORMATION:

This contract has been renewed annually to provide efficient maintenance to the Wellington Street Complex during the outdoor sporting season.

PROPOSED RESOLUTION:

BE IT RESOLVED, that the City of Corner Brook enter into a formal agreement during the calendar year for 2025 with the Corner Brook United Soccer Club to supply maintenance services to the Wellington Street Complex for the amount of \$30,050.40.

FINANCIAL IMPACT:

\$30,050.40 HST included, budgeted in PWWW Wellington Street Hired Contractor, 01600-2370-63150.

Budget Code: 01600-2370-63150.

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining the Wellington soccer building, Doug Sweetapple soccer field, beach volleyball courts, tennis facility, Ambrose O'Rielly field washrooms, keeping the facility clean of garbage and recycling as well as enforcing all facility rules.

RECOMMENDATION:

The City of Corner Brook enter into a formal agreement for the calendar year of 2025 with the Corner Brook United Soccer Club to supply maintenance services to the Wellington Street Complex.

ALTERNATIVE IMPLICATIONS:

- 1. Council can accept staff's recommendation and approve the contract.
- 2. If Council decides not to approve the proposed contract, Council shall provide staff with further direction.

Director of Recreation Services	Approved - 07 May 2025
City Manager	Approved - 07 May 2025
Administrative Assistant	Approved - 07 May 2025

City Manager

THIS INDENTURE OF LEASE made at Corner Brook, in the Province of Newfoundland this day of _____, 2025.

BETWEEN: **THE CITY OF CORNER BROOK**, a statutory corporation under the provision of The City of Corner Brook Act, Chapter C-15
(hereinafter called "the City")

OF THE ONE PART

AND: **CORNER BROOK UNITED SOCCER CLUB**, a body corporate established under the laws of the Province of Newfoundland
(hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS the City is the owner of lands known as the Wellington Street Complex situate in the City of Corner Brook, more particularly described in Schedule "A" attached hereto (hereinafter called "the Demised Premises").

AND WHEREAS the Lessee has undertaken to operate and maintain the Demised Premises for the purpose of pursuing the sport of soccer, tennis, beach volleyball and touch football;

AND WHEREAS the City has resolved to grant a lease of the Demised Premises subject to the terms, covenants and conditions herein contained;

NOW THEREFORE THIS LEASE AGREEMENT WITNESSETH that for and in consideration of the Demised Premises and the agreements and covenants herein contained, the City, as beneficial owner, hereby leases and demises the said Demised Premises to the Lessee on the following terms:

1. The term of the Lease shall be one (1) year commencing from and including the 1st day of May 2025, and to be concluded on the 30th day of April 2026.
2. The Lessee shall pay to the City, if demanded, an annual rental of One Dollar (\$1.00) on or before the 1st day of May in each year of the Term.
3. The Lessee shall have quiet enjoyment of the Demised Premises on the terms and conditions as herein contained.
4. (a) The Lessee shall have the exclusive use and occupation of the said Demised Premises and all buildings and appurtenances thereto provided it at all times, uses and operates the premises solely for the purpose of pursuing the games of soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 4(a) and anything else in the Lease the City may, at any time by direction in writing to the lessee, direct that the Lessee permit the City or any other party named by the City to use all or part of the Demised Premises for any such purpose as the City deems fit and for and at such times as the City may direct and the Lessee shall be obliged to act in accordance with the direction of the City.

(c) All other user groups shall provide the City with evidence of a general liability insurance policy, with cross liability coverage satisfactory to the City and the Lessee, and both the City and the Lessee shall be named insureds under the policy.

5. (a) The Lessee shall be permitted to allow other organizations, groups or teams to use the playing fields of the Demised Premises for the sole purpose of playing soccer, tennis, beach volleyball and touch football.

(b) Notwithstanding the foregoing paragraph 5(a) and anything else in this Lease the City may, at any time by direction in writing to the Lessee, direct that the Lessee refuse to permit any third party to use the playing fields or the whole of or any part of the Demised Premises and the lessee shall be obliged to act in accordance with the direction of the City.

(c) If the Lessee wishes to provide concession services at the Demised Premises it must first provide to the City a detailed plan outlining the nature and scope of the concession services to be provided. The City at its sole discretion, may choose to accept or reject the said plan. If the City accepts the plan then the Lessee must enter into Concession Services Agreement with the City in a form approved by the City prior to any concession services being provided at the Demised Premises.

6. The Lessee shall be responsible for enforcing all rules that are posted on the premises (i.e. No Smoking, No Chewing Gum).

7. The City shall provide to the Lessee a grant. The amount of grant shall be subject to the amount of time that the Demised Premises are open and the Lessee operates soccer programs on the Demised Premises provided that the maximum grant shall not exceed **Thirty Thousand Fifty Dollars and Forty Cents (\$30,050.40).**

Should this indenture be terminated prior to the termination date set out in clause 1 of this Agreement, the Lessee shall provide an accounting of the grant to the City containing such information as requested by the City in a form acceptable to the City. Any portion of the grant that has not been used for the purpose specified herein on or before the date of termination shall be returned to the City forthwith.

8. (a) the City shall allow the Lessee use of the following equipment for the term of the Lease:

(v) One Field Turf Sweeper

(vi) One Field Turf GroomRight

(b) The City will not be responsible for any single maintenance item, repair or replacement, under \$500.00.

9. The Lessee shall use the Demised Premises only for the purposes of pursuing the game of soccer, tennis, beach volleyball or touch football, or as otherwise agreed to in writing by the City from time to time.
10. The Lessee shall observe all conditions and perform all covenants of this Lease.
11. (a) The Lessee shall not be permitted to construct or erect any structures, erections or buildings on the Demised Premises, or make any alterations or improvements to the Demised Premises without the written consent of the City which consent may be arbitrarily withheld.
- (b) Any and all construction, replacement, renovation, leasehold improvements and repairs of whatever kind at or to the Demised Premises that may be approved in writing by the City shall be carried out solely at the expense of the Lessee.
- (c) All said construction, replacement, renovation, leasehold, improvements and repairs undertaken at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain at the Demised Premises at the end of the Term, at no charge to the City.
- (d) All fixtures and equipment added, installed or placed at the Demised Premises by the Lessee shall be for the benefit of the City and shall remain as installed at no charge to the City at the end of the Term excepting only such fixtures and equipment that may be attached to any part of the Demised Premises by no more than its own weight which fixtures and equipment may be removed by the Lessee at the end of the Term.

- (e) The Lessee shall immediately repair any damage resulting from the installation or removal or use of any fixtures or equipment added, installed or placed at the Demised premises. If the lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.

12. The Lessee shall be responsible for all regular maintenance and general day to day maintenance at or to the Demised Premises and all structures or services thereon including, but not limited to:

- (i) Keeping the Demised Premises free from litter;
- (ii) Minor maintenance and repair necessitated by acts of vandalism (i.e. graffiti, broken signs, etc.);
- (iii) Regular grass mowing, and field maintenance except as hereafter provided;
- (iv) All regular painting at the Demised Premises including buildings, fences, gates and bleachers (City to provide paint);
- (v) causing garbage to be placed and stored as directed from time to time by the City; and
- (vi) Checking, cleaning and opening (if needed) bathrooms in the main building at Doug Sweetapple Field, the building at the tennis courts and the bathroom at Ambrose O'Rielly Soccer Field.
- (vii) Checking beach volleyball courts for glass, metals and rocks by raking the sand;
- (viii) All Field Turf maintenance as described in Schedule "A" attached hereto and

For further certainty the Lessee shall not be responsible for the following:

- (i) Structural maintenance and repair of the buildings and structures on the Demised Premises except as aforesaid;
- (ii) Maintenance and repair of plumbing, electrical and mechanical systems except as aforesaid;
- (iii) Turf maintenance (except mowing), including fertilization, aeration, liming and weed control;
- (iv) Maintenance and repair of fences, bleachers, gates and nets except as aforesaid;
- (v) Spring start-up work such as grading, sodding, and seeding; and

- (vi) Fall shut down work such as sodding or edging

The Lessee hereby acknowledges that nothing contained herein creates any obligation on the City to perform any maintenance, repair or replacement work of any nature whatsoever at the Demised Premises. The City, at its discretion, may choose to perform or cause to be performed any of the said work but shall not be obliged to do so either by virtue of this Lease, or by performance of any or all of the said work, or by course of dealings.

13. The Lessee shall, at all times during the currency of the Lease, keep the Demised Premises and all structures and services thereon in good order, reasonable wear and tear excepted and the Lessee shall not permit a nuisance to occur at the Demised Premises.
14. The Lessee shall operate and maintain the Demised Premises in accordance with standards which, from time to time, may be set by the City.
15. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the City and all laws or regulations of any governing body in any manner affecting the 8 Demised Premises or the Lessee's use thereof. The Lessee agrees to abide by the City's Respectful Workplace Policy and Social Media Use Policy as though the Lessee were a Contractor of the City. The Lessee agrees to resolve any issues that may arise between the Lessee and the City, its servants, employees, agents, contractors, and/or elected officials in a respectful manner and in accordance with the procedures prescribed in the

City's Complaints re Employee Conduct policy and the City's Municipal Officials Code of Conduct.

16. The Lessee shall abide by and comply with all lawful rules, regulations and by-laws of the city and all laws or regulations of any governing body in any manner affecting the Demised Premises or the Lessee's use thereof.
17. The City, its servants, employees or agents, shall have full and free access to the Demised Premises for inspection purposes at any time without prior notice.
18. The Lessee shall permit the City or any person, body or corporation authorized by the City, the right of passage and the right of running of water and sewer, in and under any part of the land hereby demised and for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land described in Schedule "A" and construct, place, lay, inspect, repair, maintain, cleanse, renew and enlarge such water and/or sewer pipes and mains, manholes, valves and surface boxes as may be necessary for that purpose, the right to enter upon the said land (with or without workmen, vehicles, machinery and equipment) dig, break, excavate and trench any part of the said land herein described and erect, place, lay, inspect, repair, maintain and renew such poles, cables and other equipment as may be necessary for the purpose AND the right of planting, protecting and maintaining any trees, shrubs, hedges, grass or their vegetation

upon any part of the said land and for that purpose and the purpose of renewing any such planting the right to enter upon, dig, break, excavate and trench any part of the said land AND the City may, but shall not be obliged to, restore the lands to a clean and tidy condition and in a similar state of landscaping as existed prior to the entry and work thereon by the City on completion of the aforesaid works AND the City shall not be liable to the Lessee for any damages, claims, losses, costs or otherwise that may result from or be occasioned by the said work or any decision of the City not to restore the lands AND the Lessee agrees to impair access along the line of any easement by permitting any erections to go thereon or otherwise.

19. The Lessee shall indemnify and save harmless the City against any and all costs and liabilities, claims, damages, suits, actions or other proceedings, including all legal costs, by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the performance of maintenance duties performed by the Lessee at the Demised Premises pursuant to section 12 of this Lease, or any action taken or things done or maintained by virtue thereof, except claims for damage resulting from the negligence of any officer, servant, employee or agent of the City. while acting within the scope of his or her duties or employment or agency.
20. The Lessee shall not have any claim or demand against the City for accident, detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the Demised Premises or to any structures, erections, equipment, supplies motor or other vehicles,

materials, articles effects or things at any time erected, brought, placed, made or being upon the fields, even if such damage or injury is directly due to the negligence of any officer, servant, employee or agent of the city while acting within the scope of his or her duties or employment agency.

21. (a) The Lessee shall maintain during the term of this Lease or any renewal thereto an insurance policy with an insurer acceptable to the City, covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of its undertakings with respect to this Lease and the Demised Premises in particular and covering all of the Lessee's operations, at the Demised Premises, in such amounts as may be customary in similar business operations with such amounts, particularly in the case of public liability insurance, being not less than \$2,000,000.00 per incident. The Lessee shall provide the City with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the City and the City shall be a name additional insured under the policy.

(b) The City shall maintain during the term of this Lease or any renewal thereto a public liability insurance policy with an insurer acceptable to the Lessee covering all of its undertakings with respect to this Lease providing coverage of not less than \$2,000,000.00 per incident. The City shall provide the Lessee with evidence of such liability insurance policy, endorsed with a cross liability provision satisfactory to the Lessee and the Lessee shall be an additional insured under the policy.

22. The Lessee shall not assign this Lease without the prior written consent of the City which consent may be arbitrarily withheld.
23. The Lessee shall pay any and all utility charges and costs at the Demised Premises. Without in any way limiting the generality of the foregoing, the Lessee shall pay all electricity, gas, oil, telephone, water and any other utility charges at the Demised Premises.
24. Notwithstanding anything else herein contained the Lessee shall immediately repair any damage of whatsoever nature to the Demised Premises or any part thereof that the Lessee, its agents, members, employees, assigns or invitees caused, either directly or indirectly. If the Lessee does not repair the said damage within five (5) days of receipt of written notice from the City requiring the same then the City, in addition to any other remedies that it may have, may undertake the said repairs on the account of and at the cost of the Lessee.
25. The lessee shall, as may be directed from time to time by the City, engage the services of a qualified professional exterminator to control vermin, insects and other pests. This service shall be provided at the cost of the Lessee.

26. The City, may at any time during the term of this lease terminate it without cause upon providing the Lessee with no less than thirty (30) days written notice of its intention to do so.
27. The Lessee shall, within ten (10) days of any lien being registered against the Demised Premises secure the discharge of the same. If the lessee fails to do so the Lessor may immediately terminate the Lease and/or take whatever steps it, in its sole discretion, considers necessary to ensure the discharge of liens registered against the Demised Premises including paying lien claims. Any costs incurred by the Lessor (including legal costs) in discharging liens shall be for the account of the lessee whether or not the Lessor chooses to terminate the Lease pursuant to this clause.
28. The Lessor may, at is sole discretion, terminate the Lease immediately on being notified of the bankruptcy, insolvency and/or the reorganization of the Lessee and/or the appointment of a receiver or a trustee for the benefit of creditors.
29. This Lease contains all the undertakings and agreements whether oral or in writing, if any, previously entered into by the parties with respect to the subject matter hereof.
30. None of the terms of this lease shall be deemed waived or modified except by an express agreement in writing signed by each party by a person authorized to that effect by said party.

31. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
32. Failure of either party to insist on the strict performance of any term or condition of this Lease or to exercise any right or remedy shall not be deemed a waiver of any right or remedy or of any existing or subsequent breach or default, and the election by either party of any particular remedy on default shall not be exclusive of any other.
33. In the event of a breach of any provision of this Lease pertaining to public health and safety, the City may terminate the Lease immediately upon giving the Lessee written notice. In the event of a breach of any other provision of this Lease, either party may give written notice of the breach to the offending party. If the offending party does not remedy the breach within ten (10) days of the notice, the Lease may be terminated upon a further ten (10) days written notice.
34. In the event that either party hereto is delayed or hindered in the performance of any act required herein by reason of strike, lock-outs, labour troubles, inability to procure materials, failure of power, riots, insurrection, war or other reasons of a like nature not the fault of such party, then performance of such act shall be excused for the period of

the delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

35. All notices to be given pursuant to this Lease shall be delivered;

- (a) to the City
c/o City Clerk
P.O. Box 1080
Corner Brook, NL
A2H 6E1
- (b) to the Lessee
c/o The President of the Corner Brook United Soccer Club
P. O. Box 26
Corner Brook, NL
A2H 6C3

and shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day excluding Saturdays, next following the date of mailing. Either party may advise the other in writing of any change of address for the giving of notices.

36. Words importing the singular number shall include the plural and vice versa.

37. This Lease shall be in all respects governed by and interpreted under and in accordance with the laws of the Province of Newfoundland and of Canada in the Province of Newfoundland.

IN WITNESS WHEREOF the parties hereto their hands and seals subscribed and set the day and year first before written.

THE CORPORATE SEAL of the City of Corner Brook was hereunto affixed in the presence of:

MAYOR

CITY CLERK

THE CORPORATE SEAL of the Corner Brook United Soccer Club was hereunto affixed in the presence of:

Schedule A: Field Turf Maintenance

Aerating – Season start up and season end
Raking – Every four weeks during season
Brushing – Every four weeks during season
Sweeping – As seen necessary by Lessee



Request for Decision (RFD)

Subject: Standing Offer - Hired Equipment Services Contract # 2025-09

To: Darren Charters
Meeting: Regular Meeting - 12 May 2025
Department: Public Works
Staff Contact: Donny Burden, Director of Engineering, Development and Operational Services
Topic Overview: The current Hired Equipment Services contract expires on May 21 2025
Attachments: [Hired Equipment List - May 22 to December 21, 2025 COUNCIL COPY](#)

BACKGROUND INFORMATION:

Quotations were recently invited by the City of Corner Brook for the supply of equipment with operator, on demand, for a period of seven months (May 22-Deecmber 21, 2025). Hourly rates were requested (with various attchments) for rubber tire bachoes with/without attachments, tandem trucks, excavators & mini excavator with/without attachments, tractors/dozers, grader, skidsteer sidewalk sweepers, and boom trucks. The tender closed on April 30 2025 and all compliant quotations are indicted in the attached document.

PROPOSED RESOLUTION:

BE IT RESOIVED to accept the price list for Hired Equipment as proposed.

Director of Engineering, Development and Operational Services	Approved - 06 May 2025
City Manager	Approved - 06 May 2025
Administrative Assistant	Approved - 06 May 2025

City Manager

Hired Equipment
May 22, 2025 to December 21, 2025

Rubber Tire Backhoe(s)			
Contractor	Model	Telephone Numbers	Rate
Four Seasons Excavations	2022 JCB 3CX Super		\$40.00
Ambstemel Trucking Ltd.	2025 420XE CAT		\$46.33
A-1 Transportation Ltd.	2013 3CX JCB		\$47.80
Make Enterprises Ltd.	2013 B95B New Holland		\$55.00
Rico Construction Ltd	2014 420F CAT		\$75.00
Etheridge's Landscaping	2008 420E CAT		\$79.00
Ron Flynn Transport Ltd.	2018 CAT 420		\$80.00
Quality Construction	2013 310SE John Deere		\$90.00
RU Trucking Ltd	2011 420E CAT		\$90.00
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$91.00
Humber Arm Contracting Inc.	2010 420D CAT		\$98.00
Three G Services	2022 3CX JCB		\$100.00
Dawe's Equipment	2023 3CX JCB		\$100.00
JCL Investments Inc.	2015 310 John Deere		\$110.00
JCL Investments Inc.	2016 410 John Deere		\$110.00
JCL Investments Inc.	2017 310 John Deere		\$110.00

Rubber Tire Backhoe(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Ron Flynn Transport Ltd.	2018 CAT 420		\$46.50
Four Seasons Excavations	2022 JCB 3CX Super		\$49.00
A-1 Transportation Ltd.	2013 3CX JCB		\$53.00
Ambstemel Trucking Ltd.	2025 420XE CAT		\$80.00
Etheridge's Landscaping	2008 420E CAT		\$89.00
Twin Mountain Contracting Ltd.	2016 420 F IT CAT		\$113.00
Humber Arm Contracting Inc.	2010 420D CAT		\$118.00
Rico Construction Ltd	2014 420F CAT		\$170.00

Hired Equipment May 22, 2025 to December 21, 2025			
Tandem Dump Truck(s)			
Contractor	Model	Telephone Numbers	Rate
A-1 Transportation Ltd.	2009 VHD13 Volvo		\$53.00
Ron Flynn Trucking Ltd.	1994 Volvo		\$54.90
MD Contracting Inc	1997 Ford COHL9T		\$55.00
RU Trcuking Ltd	1997 Ford Louisville		\$55.75
RU Trcuking Ltd	2001 T800 Kenworth		\$56.00
Make Enterprises Ltd.	2006 7600 International		\$58.00
Ambstemel Trucking Ltd.	2002 T-800 Kenworth		\$58.93
D&D Excavating and Trucking Ltd.	2000 Sterling		\$69.43
Rodean Trucking	1979 T900 Kenworth		\$77.50
Ambstemel Trucking Ltd.	2010 T-800 Kenworth		\$88.93
Humber Arm Contracting Inc.	2011 9300 Western Star		\$91.50
Lundrigan's Contracting	1996 Volvo		\$95.00
Lundrigan's Contracting	2002 Eagle International		\$99.00
Twin Mountain Contracting Ltd.	2014 T800 Kenworth		\$99.90
JCL Investments Inc.	2014 7600 International		\$115.00
JCL Investments Inc.	2016 7600 International		\$115.00
JCL Investments Inc.	2016 7600 International		\$115.00
Rico Construction Ltd.	2023 Granite Mack		\$120.00
Rico Construction Ltd.	1993 Kenworth T800		\$120.00
Quality Construction	1997 Freightliner F180		\$120.00
Humber Arm Contracting Inc.	2014 Western Star T-T		\$124.90
Humber Arm Contracting Inc.	2016 Western Star T-T		\$124.90
JCL Investments Inc.	2017 Hx 620 T-T		\$155.00
JCL Investments Inc.	2017 Hx 620 T-T		\$155.00
JCL Investments Inc.	2017 Hx 620 T-T		\$155.00

Hired Equipment May 22, 2025 to December 21, 2025			
Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
Ambstemel Trucking Ltd.	2010 314D CAT		\$78.00
A-1 Transportation Ltd.	2000 315 CAT		\$79.00
Make Enterprises Ltd.	2006 160 CLC John Deere		\$82.00
D&D Excavating and Trucking Ltd.	1995 150 Hitachi		\$83.97
Humber Arm Contracting Inc.	2010 160 John Deere		\$110.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$125.00
Rico Construction Ltd.	2021 130 KOMATSU		\$130.00
Rodean Trucking	2014 210 Hitachi		\$159.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$187.50
Humber Arm Contracting Inc.	2017 210 John Deere		\$187.50
Humber Arm Contracting Inc.	2013 John Deere 290		\$205.00
JCL Investments Inc.	2014 210 John Deere		\$225.00
JCL Investments Inc.	2011 200 John Deere		\$225.00
Humber Arm Contracting Inc.	2010 350 John Deere		\$260.00
Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 200 John Deere		\$195.00
Humber Arm Contracting Inc.	2017 210 John Deere		\$195.50
Ambstemel Trucking Ltd.	2010 314D CAT		\$199.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$225.00
JCL Investments Inc.	2014 210 John Deere		\$265.00
JCL Investments Inc.	2011 200 John Deere		\$265.00
Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Ambstemel Trucking Ltd.	2010 314D CAT		\$88.00
Make Enterprises Ltd.	2006 160 CLC John Deere		\$120.00
Rico Construction Ltd.	2021 130 KOMATSU		\$130.00
Twin Mountain Contracting Ltd.	2022 HX 130LCR		\$180.00
Humber Arm Contracting Inc.	2017 210 John Deere		\$200.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$200.00

Hired Equipment May 22, 2025 to December 21, 2025			
Excavator(s) with Tree Shredding Attachment			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2017 210 John Deere		\$325.00
Humber Arm Contracting Inc.	2011 200 John Deere		\$325.00
Mini Excavator(s)			
Contractor	Model	Telephone Numbers	Rate
Lundrigan's Contracting	2006 Takeuchi TB125		\$44.00
Four Seasons Excavations	2024 U55 Kubota		\$50.00
MD Contracting Inc	2014 305.5E CR CAT		\$51.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$51.93
A1 Transportation	2025 XCMG XE35U		\$52.00
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$52.79
Make Enterprises	2011 305D CAT		\$53.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$60.00
Sharon Wheeler	2022 50G John Deere		\$71.00
Etheridge's Landscaping	2011 303CR CAT		\$75.00
RU Trucking Ltd	2024 Wacker Neuson 5 Ton		\$79.50
Rico Construction Ltd.	2018 305E CAT		\$85.00
Etheridge's Landscaping	2023 303CR CAT		\$85.00
Quality Construction	2022 Hyundai HX85A		\$86.00
Three G Services	2021 303 CAT		\$90.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$90.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$93.25
Lundrigan's Contracting	2002 307B CAT		\$94.00
Three G Services	2017 240TB Takeuchi		\$95.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$95.00
Dawe's Equipment	2017 U35 Kubota		\$95.00
Three G Services	2024 KX057 Kubota		\$100.00
JCL Investments Inc.	2016 75G John Deere		\$125.00

Hired Equipment May 22, 2025 to December 21, 2025			
Mini Excavator(s) with Breaker Attachment			
Contractor	Model	Telephone Numbers	Rate
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$70.00
Sharon Wheeler	2022 50G John Deere		\$85.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$100.00
A1 Transportation	2025 XCMG XE35U		\$80.00
MD Contracting Inc	2014 305.5E CR CAT		\$100.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$110.00
Three G Services	2017 240TB Takeuchi		\$115.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$117.00
Rico Construction Ltd.	2012 308E CAT		\$120.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$120.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$135.00
Quality Construction	2022 Hyundai HX85A		\$140.00
Mini Excavator(s) with Grab Attachment			
Contractor	Model	Telephone Numbers	Rate
Four Seasons Excavations	2024 U55 Kubota		\$50.00
MD Contracting Inc	2014 305.5E CR CAT		\$51.00
A1 Transportation	2025 XCMG XE35U		\$52.00
Ambstemel Trucking Ltd.	2016 304 CAT		\$51.93
D&D Excavating and Trucking Ltd.	2014 Takeuchi 3.5 Ton		\$52.79
Make Enterprises	2011 305D CAT		\$53.00
Dirtworx Landscaping	2021 Kubota U35-4G		\$60.00
Etheridge's Landscaping	2011 303CR CAT		\$75.00
Sharon Wheeler	2022 50G John Deere		\$75.00
Etheridge's Landscaping	2023 303CR CAT		\$85.00
Rico Construction Ltd.	2018 305E CAT		\$85.00
Quality Construction	2022 Hyundai HX85A		\$86.00
Three G Services	2021 304 CAT		\$90.00
Humber Arm Contracting Inc.	2020 50D John Deere		\$90.00
Twin Mountain Contracting Ltd.	2015 50G John Deere		\$93.25
Three G Services	2017 240TB Takeuchi		\$95.00
Dawe's Equipment	2017 U35 Kubota		\$95.00
Three G Services	2024 KX057 Kubota		\$100.00
Twin Mountain Contracting Ltd.	2011 75D John Deere		\$150.00

D. Marshall April 25, 2024

Hired Equipment May 22, 2025 to December 21, 2025			
Tractor(s)/Dozer(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2011 450J John Deere		\$157.50
Humber Arm Contracting Inc.	2016 850 John Deere		\$200.00
JCL Investments	2014 650 John Deere		\$200.00
Grader(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2014 772G John Deere		\$145.00
JCL Investments Inc.	2014 772G John Deere		\$185.00
Skid Steer Sidewalk Sweeper(s)			
Contractor	Model	Telephone Numbers	Rate
Humber Arm Contracting Inc.	2010 23CB CAT		\$138.00
Ron Flynn Transport Ltd.	2007 23CB CAT		\$150.00
Boom Truck(s)			
Contractor	Model	Telephone Numbers	Rate
Sparkes Transportation & Crane Ltd.	2012 Freightliner Manitex		\$175.00
JCL Investments Inc	2016 Peterbilt 28T		\$185.00
JCL Investments Inc	2016 Peterbilt 30T		\$195.00



Request for Decision (RFD)

Subject: Plumbing Service/Maintenance for Buildings 2025-11

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Tender Form - R&R HVAC Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for the plumbing services and maintenance of City Buildings on a standing offer basis. This is a 2-year Contract from June 1, 2025, to May 31, 2027, and generally consists of the maintenance/service of various municipal structures on an "as required" basis.

Tenders for the Plumbing Services/Maintenance for Building 2025-11 closed on May 6, 2025 with the one bid received from R&R HVAC and Controls Ltd. with the price of \$27,370.00 HST included (per annum) at an estimated 200 hours per annum at \$85/hour.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$27,370.00 HST included for the Plumbing Services/Maintenance for Buildings 2025-11.

FINANCIAL IMPACT:

The low bid noted reflects an increase of 21.4% when compared to the current 2-year Contract which is set to expire May 31, 2025.

Finance Type: Budget

Director of Engineering, Development and Operational Services	Approved - 07 May 2025
City Manager	Approved - 07 May 2025
Administrative Assistant	Approved - 07 May 2025

City Manager

TENDER FORM

Tender for: Plumbing Service / Maintenance for Buildings
 Contract No: 2025-11

To: City of Corner Brook
 P.O. Box 1080
 5 Park Street
 Corner Brook, NL
 A2H 2W8

To Whom It May Concern:

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Twenty Seven Thousand Three Hundred
and Seventy Dollars

(\$ 27,370) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed by May 31, 2027.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders:
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
 - (b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for failure or

refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL:
 - (a) execute the Form of Agreement;
 - (b) substantially complete all work included in the contract within the time and under conditions specified.
5. WE understand that the Performance Bond and Insurance as required by the contract documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices herein tendered have been correctly computed for the purposes of this tender and include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges, except as otherwise provided in the contract documents.
8. WE agree to authorize the Owner to release the names of sub-contractors used in our tender where such information is requested from the Owner.
9. WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
10. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
11. We understand that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
12. We understand and agree that the procurement is subject to trade agreements, if applicable.

13. The prices herein Tendered include all fringe benefits, transportation costs, travelling time, administration costs, insurance premiums, coordination fees and all other relevant costs.
14. The material shall mean only expendable items to construct the Work described on the Work orders issued by the Owner and not items such as tools, equipment and other items listed in the Specifications. The Tenderer agrees to submit monthly invoices at his/her company's net cost of material purchased plus 10% mark-up to cover local delivery to site and related costs plus 10% profit.
15. For materials in unit price Work where any single material item cost \$300 or more the Contractor must obtain written price quotes from three (3) suppliers. The Contractor shall obtain the materials from the lowest supplier and submit the lowest supplier's invoice along with his/her own invoice showing appropriate mark-ups. The other two quotes must be retained and submitted to the Owner should they be requested.
16. The Owner reserves the right to use its own forces to perform any Work and to Tender any Work. Generally however, it is the intent that the Contractor will carry out minor projects which are within his/her competence. Refer also to Section D.
17. WE hereby acknowledge receipt of the following addenda:

Addendum Numbers: N/A , N/A , N/A , N/A

In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: R&R HVAC and Controls Ltd

Address: 961 CBS Highway
Conception Bay South

Postal Code: A1X 7T2

Email: jenn@rrhvacandcontrols.com

Phone #: 1-709-744-3400

Fax #: 1-709-744-2112

 Signing Officer

Corporate Seal



APPENDIX A

SCHEDULE OF QUANTITIES AND PRICES

Hereunder is the breakdown of the sum quoted in Section 1 of the Tender submitted by

RER HVAC and Controls Ltd

to CITY OF CORNER BROOK

on (Date) May 6th/25 and which is an integral part of the above-noted Tender.

<u>Total Estimated Hours per Annum</u>		<u>Rate/Hour for Qualified Tradesperson</u>		<u>Material Allowance Factor of 1.4</u>		<u>Sub-Total Annual Tender Amount</u>
<u>200</u> (as in Section A)	X	<u>\$85</u>	X	<u>1.4</u>	=	<u>\$23,800</u>

HST 15%: \$3,570

ANNUAL TOTAL TENDER AMOUNT: \$27,370
(Report this Total Amount on Page 1 of the Tender Form)

Annual Total Tender Amount will be used for determining the amounts of Security and Insurance required as outlined in Section A and C.



Canadian Construction Documents Committee



TRISURA

CCDC 220 – 2024 'BID BOND'

No. TCS0299033-25-07

Bond Amount: 10% of Tender

R&R HVAC and Controls Ltd., as principal, hereinafter called the Principal, and **Trisura Guarantee Insurance Company** a corporation duly authorized to transact the business of Suretyship in Canada as surety, hereinafter called the Surety, are held and firmly bound unto **City Of Corner Brook** as obligee, hereinafter called the Oblige, in the amount of **Ten Percent of Tender Dollars (10% of Tender)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Oblige, for **Plumbing Service/Maintenance For Buildings - 2 -Year Contract - Contract NO. 2025-011**.

The condition of this obligation is such that if the Principal shall have the bid accepted within the Validity Period and:

- Enters into a formal contract; and,
- Gives such bond or bonds as may be specified in the Oblige's bid documents from a Surety duly authorized to transact the business of Suretyship in the jurisdiction of the project,

then this obligation shall be void. Otherwise, provided the Oblige takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Oblige the difference in money between the amount of the bid of the Principal and the amount for which the Oblige legally contracts with another party for the work, supplies and services which were specified in the said bid, if the latter amount be in excess of the former.

The "Validity Period" as used herein shall mean the time period prescribed in the Oblige's bid documents for acceptance of the bid, or, if no time period is specified in the Oblige's bid documents, sixty (60) calendar days from the closing date of the bid.

By agreement between the Principal and the Oblige, the Validity Period may be extended by up to sixty (60) calendar days without notice to the Surety. Further or longer extensions of the Validity Period require prior consent of the Surety.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond. In the province of Québec, the coverage period of this bond expires seven (7) months after the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Oblige named herein, or the heirs, executors, administrators or successors of the Oblige.

The Surety:

Trisura Guarantee Insurance Company
333 Bay Street, Suite 1610, Box 22,
Toronto, ON M5H 2R2
suretyclaims@trisura.com

The Oblige:

City Of Corner Brook
P.O. Box 1080
5 Park Street
Corner Brook, NL
A2H 2W8
mroberts@cornerbrook.com

The Principal:

R&R HVAC and Controls Ltd.
961 CBS Highway
Conception Bay South NL A1X 7T2
r_r_hvac@hotmail.com

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated April 28, 2025.

SIGNED and SEALED

ATTORNEY IN FACT

SignatureMaster™
Digitally signed by [Name] DN: cn=[Name], o=[Organization], ou=[Department], email=[Email], c=[Country]

(Approved by the Surety Association of Canada)

To verify hardcopy, click on SignatureMaster™ website "Verify Document" link, enter Document Key: AF0712D4-7BB9D71C-2130A084-1EB65F9F-48D99FD9



Request for Decision (RFD)

Subject: Asphalt Patching 2025-10

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Tender Form - Corner Brook - Patching - MCI Submittal Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for the asphalt patching in various areas of the City. The Tender closed on May 6, 2025 with one bid received from Marine Contractors Inc. with the price of \$479,895.00 HST Included. This price is based on \$128.00 per square meter of asphalt pavement.

PROPOSED RESOLUTION:

Be it resolved the City of Corner Brook Council award Contract No. 2025-10 Asphalt Patching to Marine Contractors Inc. in the amount of \$479,895.00 HST included.

FINANCIAL IMPACT:

Patching cost in 2024 was \$115.50 per square meter, the 2025 patching cost has increased 10.8% at \$128.00 per square meter.

Finance Type: Budget

Director of Engineering, Development and Operational Services	Approved - 07 May 2025
City Manager	Approved - 07 May 2025
Administrative Assistant	Approved - 07 May 2025

City Manager



GOVERNMENT OF NEWFOUNDLAND AND
LABRADOR TENDER FORM
UNIT PRICE CONTRACT

Tender for: Asphalt Patching
Contract # 2025-10

To: City of Corner Brook
tender-rfp@cornerbrook.com

Gentlemen,

1. Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications, all Drawings listed in the Specifications, all Addenda, and the Instructions to Bidders for this project,

WE, THE UNDERSIGNED, hereby offer to furnish all necessary Labour, materials, superintendence, plant, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the sum of

Four Hundred, Seventy Nine Thousand, Eight Hundred and Ninety Five Dollars

And Zero Cents

(\$ 479,895.00) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes , including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 90
(Ninety) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

- (b) a certified cheque in the correct amount.

In the event of this tender being accepted within the time stated in Section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--
 - (a) execute the Standard Form of Construction Contract;
 - (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
 - (c) complete substantially all the work included in the contract within the time and under conditions specified.
 5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
 6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
 7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
 8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.
- WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.

9. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
10. WE hereby acknowledge receipt of the following
addenda: Addendum No. No Addendum Received
Addendum No.
11. In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: Marine Contractors Inc

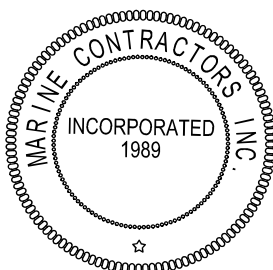
Address: 4 White Lakes, Corner Brook, NL

Postal Code: A2H 6G1

E-Mail eugenesavard@marinecontractors.ca

Ph # 709 639 2330

Fax # 709 639 2334



Corporate Seal

Daryl Bennett, CEO
Signing Of

Glynn Pike, President
Signing Officer ✓

Eugene Savard, PM
Witnessed by

Revision Date: March 2016

- 3

Tender Form -

APPENDIX "A"
TENDER PRICE TABLE

Schedule of Quantities and Prices

No.	Tender Item Description	Unit	Quantity	Unit Price	Amount
SEE APPENDIX "A" SCHEDULE OF QUANTITIES AND PRICES					
SUB TOTAL TENDER AMOUNT					
HARMONIZED SALES TAX (HST)					
TOTAL TENDER AMOUNT (Transfer Total Tender Amount to Section 1 on page 1 of the Tender Form)					

Notes:

- For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
- Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

Appendix "B"

List of Sub-Contractors

The list of sub-contractors and/or manufacturers and/or suppliers that shall be employed on this project for each part of the work identified in the table below must be completed by the bidder. The use of these sub-contractors and/or manufacturers and/or suppliers is subject to the approval of the Owner. If the work identified below is to be done by own forces indicate by filling in "own forces" in the 'Company Name' column. "By own forces" will be acceptable only if approved by the owner in writing prior to tender close. Requests for approval of "By own forces" must be submitted 14 days before tender close.

This appendix was completed and submitted by:

Name _____

Address _____

Dated, _____, and is an integral part of the Tender Form for Project _____

And shall be submitted as part of the Form of Tender.

<i>information in this column to be</i>		<i>information in this column to be</i>	
Work	Category: Sub-contractor	Company Name	Address

For each category identified in the table above work experience references may be required by the owner.

The Quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the contractor. The unit prices bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligation and liabilities under the contract. Do not include taxes in unit or lump sum prices, taxes due to be added on the last page of this schedule as indicated on the bottom. Totals shall be determined by multiplying the quantity by the tendered unit price.

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
<u>DIVISION 1</u>					
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item a. "sub-</u> <u>total" on last page)</u>	L.S.	Unit	\$ 12,500.00	\$ 12,500.00

DIVISION 2

2574	<u>Reshaping & Patching Asphalt Pavement</u>				
1	Patching of Asphalt Pavement	m ²	2650	\$ 128.00	\$ 339,200.00
2	Cutting of Asphalt Pavement	m	350	\$ 25.00	\$ 8,750.00
3	Manholes - Adjust Only	Each	5	\$ 2,120.00	\$ 10,600.00
4	Valve Box - Adjust Only	Each	25	\$ 1,850.00	\$ 46,250.00

A. **Sub total** \$ 417,300.00

B. **H.S.T 15% of A** \$ 62,595.00

C. **Grand Total** \$ 479,895.00

(Carry Forward to Page 1
of Tender Form)



Request for Decision (RFD)

Subject: Deep Gulch Culvert Replacement - Amendment No. 3

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Deep Gulch Culvert PCA Amendmentment 3 Redacted](#)

BACKGROUND INFORMATION:

The Deep Gulch Culvert project has exceeded its scheduled completion date of November 8, 2024. As such, this PCA Amendment is necessary to provide additional contract administration and resident services for the consultant to account for the extended contract timeline. Costs resulting from this amendment will be recovered from the Contractor as part of the construction contract.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council approve the PCA Amendment No. 3 for R.V. Anderson Associates Limited in the amount of \$214,169.68 HST Included, for the Deep Gulch Brook Culvert.

FINANCIAL IMPACT:

Authorized Contract Amount \$172,542.55 HST Inc.
 Previous Change Orders \$21,027.75 HST inc.

Budget Code: 17-RNC-23-00000

Finance Type: Funding

Director of Engineering, Development and Operational Services	Approved - 06 May 2025
City Manager	Approved - 06 May 2025
Administrative Assistant	Approved - 06 May 2025

 City Manager

Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice

Page 1 of 3

September 2023

OWNER: City of Corner Brook DATE: Apr 30, 2025

PROJECT NAME: Deep Gulch Brook Culvert Replacement

PROJECT #: 17-RNC-23-00000 CONSULTANT: R.V. Anderson Associates Limited

CHANGE ORDER NUMBER: 3_R2

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copies of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineer's Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

CO 3_R2 is submitted to replace CO 7 submitted on February 27th, 2025.

Additional contract admin and resident services due to the contract execution schedule extension.

.4 EFFECT OF CHANGE ON CONTRACT

This change order ☐ WILL or ☒ WILL NOT (circle one) affect the approved completion date.

If the completion date will be affected, the requested increase in time to the approved completion date is:

WORKING DAYS: 194 REVISED COMPLETION DATE: August 15, 2025

The change described in Item 3 above will affect the current contract amount as follows:

☐ No Change

☒ Addition to Contract including HST payable by the Owner \$ 214,169.68

Transportation and Infrastructure

Include Appendix "A" and "B" Below

Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice

Page 2 of 3 **September 2023**

☐ Deduction from Contract including HST payable by the Owner \$ _____

Consultant: _____ (Signature)

Authorized Contract Amount (A)	\$	172,542.55
Change Order Limit (greater of 10% of A or \$15,000)	\$	15,000
Previous Change Orders (B)	\$	21,027.75
This Change Order (C)	\$	214,169.68
New Approved Contract Amount (A+B+C)	\$	407,739.98

Enter Motion # approving CO (required) _____

OR, Delegation of Authority (attached) _____

.5 AUTHORIZATION TO PROCEED

The Consultant is authorized to proceed with the changes for the amounts stated in Item 4 above.

DATE: _____ Municipality/Owner: _____

DATE: _____ Regional Engineer: _____
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

It has been decided not to proceed with this change which is hereby cancelled.

DATE: _____ Municipality/Owner: _____

.7 ENCLOSED DOCUMENTS

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- ☐ A copy of this document signed by the Owner and Consultant.
- ☒ An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders.

Transportation and Infrastructure

Include Appendix "A" and "B" Below

Division of Municipal Infrastructure
Form 5A - PCA Amendment – Change Order Notice

Page 3 of 3

September 2023

Either:

- ☒ "Appendix A" – Water, Sewer, and Municipal Roads, or
- ☐ "Appendix B" – Building & Treatment Facilities

Outlining requested changes to specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes. (This information is necessary for Project Representatives to update MSIS.)

- ☐ Any additional supporting documentation as necessary.

Note: Upon Regional Engineer approval, the document will be forwarded to Project Representative for processing in MSIS at which time a copy of the documents containing the Regional Engineer's signature will be returned to the Consultant for distribution to all applicable parties.

Transportation and Infrastructure

Include Appendix "A" and "B" Below

Appendix A
SCHEDULE II – Municipal Water, Sewer, & Roads
Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Basic Service			
- Preliminary Engineering	10,743.00	0	10,743.00
- Design Development	24,146.00	0	24,146.00
- Contract Documents	790.00	0	790.00
- Tendering and Contracts Award	4,880.00	0	4,880.00
- Contract Administration	20,763.00	119,094.50	139,857.50
- Project Completion Phase and Project Record Drawings	2,905.00	0	2,905.00
• Other Additional Services:			
- Resident Services during construction	55,000.00	67,140.00	122,140.00
- Commissioning	3,310.00	0	3,310.00
-	-	-	-
-	-	-	-
- Prime Consultant Project Expenses for Above Services	-	-	-
Sub-Total Services Fees	122,537.00	186,234.50	308,771.50
• Reimbursable Expenses			
- Meals*			
- Travel*			
- Accommodation*			
- Permits	2,500.00	0	2,500.00
Sub-Total Reimbursable Expenses	2,500.00	0	2,500.00
Total Additional Reimbursable Allowances (From Schedule III)	43,285.00	0	43,285.00
Total Service Fee (Less HST) (Total Schedules II + III)	168,322.00	186,234.50	354,556.50
HST	25,248.30	27,935.18	53,183.48
Total Service Fee (Including HST)	193,570.30	214,169.68	407,739.98

* per Treasury Board Rates at time of signing contract

Appendix A
 SCHEDULE III – Municipal Water, Sewer, & Roads
 Additional Reimbursable Allowances

List below allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item (+/-)	Revised PCA Amount as per Service Item
• Site Surveys	14,500.00	0	14,500.00
• Geotechnical Investigations	13,785.00	0	13,785.00
• Materials Testing	10,000.00	0	10,000.00
- Asphalt Extractions	-	-	-
- Concrete Testing	-	-	-
- Compaction Testing	-	-	-
-	-	-	-
-	-	-	-
• Water Main Leakage Detection	-	-	-
• Sewer Main Infiltration Detection	-	-	-
• Existing Culvert Inspection	5,000.00	0	5,000.00
•	-	-	-
Total Additional Reimbursable Allowances	43,285.00	0	43,285.00



Request for Decision (RFD)

Subject: Multi-Year Capital Works - 3 Year Allocation 2023-2026 Schedule A Amendment Agreement Approval and Execution

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [2023-2026 Multi Year Capital Works reallocation](#)

BACKGROUND INFORMATION:

The City of Corner Brook and the Department of Transportation and Infrastructure have agreed to amend the current funding agreement for the 2023-2026 Multi-Year Capital Works to reflect the revised amounts for the listed projects.

In 2023 the City and the Department of Transportation and Infrastructure agreed upon projects and expected costs to be included in the 2023-2026 MYCW funding agreement. Since that time many of the projects have been completed and the actual costs in some cases are different than the amounts originally anticipated. In order to fully utilize the funding and to receive maximum funding on the MYCW projects, a reallocation of the funds by the project is required. As a result of this reallocation, there is no change in the total amount of funding from Transportation and Infrastructure, the amount of funding required from the City, or the projects to be funded. The only change is the amount of funding allocated to the specified projects.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated April 15, 2025, for the Multi-Year Capital Works - 3 Year Allocation 2023-2026 Schedule A Amendment, total project cost of \$9,190,782 with the Ultimate Recipient share value of \$3,787,235 in funding for this project.

Be it further resolved to authorize the Mayor and City Manager to sign the Municipal Infrastructure Fund Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook

FINANCIAL IMPACT:

The funding for the City's portion of the 2023-2026 has already been anticipated in City's budgetary plan.

Budget Code: 2023-2026 MYCW

Finance Type: Funding

Director of Engineering, Development and Operational Services	Approved - 01 May 2025
City Manager	Approved - 05 May 2025
Administrative Assistant	Approved - 06 May 2025

City Manager



Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
 Municipal Infrastructure Division

April 15, 2025

COR/2025/03629-001

NOTIFICATION OF APPROVAL
Multi-Year Capital Works – 3 Year Allocation
2023-2026 Schedule A Amendment

Mayor Jim Parsons
 City of Corner Brook
 5 Park Street
 Corner Brook, NL A2H 6E1

Dear Mayor Parsons:

I am pleased to advise your request to reallocate funds within the existing MYCW allocation has been approved per the revised Schedule A (Attached).

Projects will be funded at a cost sharing ratio as outlined on the department's website for eligible costs net of HST/GST rebates. All projects are required to be completed with final claims for reimbursement by March 31, 2026.

NEXT STEPS

Please submit the following to mifunding@gov.nl.ca within 45 days of the date of this letter, with the project number referenced in the subject line:

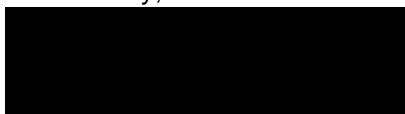
1. A resolution (e.g. Minute of Council) passing a motion to enter into this Agreement A sample resolution is attached.
2. Signed Municipal Infrastructure Agreement(s) (attached). A copy will be returned for your records once signed by the department.
3. Funding agreement checklist. (attached)

The project(s) must be completed in accordance with the Municipal Infrastructure Funding Agreement and The Municipal Infrastructure Project Guidelines. The Ultimate Recipient should also be aware that prior to the commencement of any work related to the project, an initial project meeting must be arranged with the Regional Office. Please contact Western Regional Engineer, Wendy Henstridge, P. Eng., at 709-637-2491.



Again, I'm pleased and excited to be able to help you progress this important infrastructure project.

Sincerely,



Kim Kieley, P. Eng, FEC
Director – Municipal Infrastructure
Transportation and Infrastructure

“Work together...Work safely”

/jl

Enc.

cc: Hon. Gerry Byrne, MHA
Mr. Scot Reid, MHA
Mr. Eddy Joyce, MHA
H. Scott-Walsh, Regional Manager
W. Henstridge, P. Eng., Regional Engineer
C. Johnson, Manager, Fed/Prov Programs
J. O'Leary, Admin Officer II
M. Madden, Accountant I

Corner Brook 2023-2026 Multi Year							
Schedule A April 2025							
Project	Project #	Original Funding	Revised Funding April 2025	GST Rebate	Net Funding	Provincial Share	Municipal Share
Petries Street Bridge Replacement	17-MYCW-24-00005	750,000.00	1,150,000.00	107,140.00	1,042,860.00	521,430	521,430.00
Old Humber Road Retaining Wall	17-MYCW-24-00006	400,000.00	404,000.00	37,638.75	366,361.25	183,181	183,180.63
Elizabeth Street Intersection Improvements	17-MYCW-24-00007	800,000.00	930,000.00	86,643.65	843,356.35	421,678	421,678.17
Broadway Storm Sewer	17-MYCW-24-00008	500,000.00	500,000.00	46,582.61	453,417.39	317,392	136,025.22
Curling Street Storm Sewer	17-MYCW-24-00009	850,000.00	1,010,000.00	94,096.87	915,903.13	641,132	274,770.94
District Water Meters	17-MYCW-24-00010	175,400.00	175,400.00	16,341.18	159,058.82	111,341	47,717.65
Raymond Heights Reconstruction	17-MYCW-24-00011	400,000.00	-	-	-	-	-
Traffic Detection Upgrade	17-MYCW-24-00012	100,000.00	100,000.00	9,316.52	90,683.48	45,342	45,341.74
Street Resurfacing	17-MYCW-24-00013	4,400,000.00	4,400,000.00	409,926.96	3,990,073.04	1,995,037	1,995,036.52
Main Street Pedestrian Bridge	17-MYCW-24-00014	150,000.00	222,882.00	20,764.85	202,117.15	121,270	80,846.86
Water Audit/Loss Analysis	17-MYCW-24-00015	298,500.00	298,500.00	27,809.82	270,690.18	189,483	81,207.05
Unallocated						20,227	
		8,823,900	9,190,782	856,261	8,334,521	4,567,513	3,787,235

COR/2025/03626-002

Municipal Infrastructure Funding Agreement**Multi-Year Capital Works Program**

This Agreement made this _____ day of _____, 20_____

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure (hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

CITY OF CORNER BROOK
(hereinafter referred to as the "Ultimate Recipient")

OF THE SECOND PART

WHEREAS The Minister and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of the projects outlined in Schedule A, Municipal Capital Works funding program hereinafter referred to as the "Project", and have agreed to total project cost not in excess of **\$9,190,782**, including HST/GST;

AND WHEREAS the Minister of Transportation and Infrastructure has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the designated signing officials of the Ultimate Recipient have been authorized by an appropriate resolution of the Ultimate Recipient dated the _____ day of _____ A.D., 20_____ (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Ultimate Recipient;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Ultimate Recipient hereby agree as follows:

1.0 OBLIGATIONS OF THE MINISTER

1. To providing funding to the Ultimate Recipient, on a cost shared basis, as detailed in Schedule 1 of this agreement.
2. To make payment to the Ultimate Recipient, as costs are incurred, and upon receipt of the required documentation as outlined in the project guidelines.

2.0 OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule A of this agreement.
2. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule A of this agreement.
3. The UR may fund both utilizing:
 - a) Own sources; and, or;
 - b) Arrange financing through a registered financial institution, with an approval to borrow from the Government of Newfoundland and Labrador.
4. To fund all costs (fees and interest) associated with financing either the Ultimate Recipient Share, or the HST/GST rebate.
5. To ensure that all costs more than the authorized funding will be one hundred per centum (100%) responsibility of the Ultimate Recipient for funding and payment.
6. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, the Project.

3.0 PROJECT SCOPE

1. The project scope has been approved as described in Schedule A of this agreement.

4.0 PROJECT DEADLINES

1. The Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to Newfoundland and Labrador, in accordance with Schedule B of this agreement.

5.0 PROJECT CANCELLATION

5.1 BY THE ULTIMATE RECIPIENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project and will repay to Newfoundland and Labrador any and all disallowed costs and overpayments made under and according to the terms and conditions of this Agreement.

5.2 BY NEWFOUNDLAND AND LABRADOR

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient may not be responsible for any costs associated with a cancelled Project unless the cause of cancellation is due to material breach by the Ultimate Recipient.

6.0 PROJECT AMENDMENTS

1. Subject to the prior written approval of the Department, the works may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

6.1 PROJECT SCOPE AMENDMENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to request a change in the approved scope.

2. The Ultimate Recipient will provide, at Newfoundland and Labrador's request and to Newfoundland and Labrador's satisfaction, additional information related to changes to a Project. The Ultimate recipient shall use the "project scope change request form" that will be supplied at the time of notification. As the required information may change from time to time, the Ultimate Recipient shall request a new form each time.
3. Newfoundland and Labrador will duly consider the scope change and promptly inform the Ultimate Recipient of approval as appropriate.

6.2 PROJECT TIMELINE AMENDMENTS

1. The Ultimate Recipient may request a change to the project timeline for consideration, Newfoundland and Labrador will promptly inform the Ultimate Recipient acceptance of such request as appropriate.

7.0 FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. Newfoundland and Labrador will not:
 - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient.
 - b) pay capital costs for a Project until the requirements under section 9.01 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

7.1 USE OF SURPLUS FUNDS

1. Should the approved project scope be completed, and funds remain unused, the Ultimate recipient may request to utilize the funds to extend the approved project.

Request and approval protocol shall be as per section **Error! Reference source not found.** Change in Project Scope.

2. Surplus fund can be transferred to:
 - a) Other approved projects within the Multi-Year Capital Works Funding approval Schedule A.
 - b) Unallocated status within the Multi-Year Capital Works Funding approval Schedule A to be used on future approved projects.
3. Funds will be considered surplus only after the original project scope has been completed.

7.2 PROJECT OVERRUNS

1. Should projects within the approved Schedule A for Multi-Year Capital Works funding result in costs higher than the approved funding amount, the Ultimate Recipient can:
 - a) Transfer funds from another project within the Schedule A, if that project is closed in MSIS and there are available funds;
 - b) Fund the overrun from other non-provincial or federal sources;
 - c) Fund the overrun themselves; or
 - d) Reduce the scope of the approved project, while still maintaining eligibility.

8.0 AWARDING OF CONTRACTS

1. The Ultimate Recipient shall award all contracts in accordance with the Municipalities Act, 1999, or any successor legislation, and the Public Procurement Act 2018, or any successor legislation.

9.0 REQUIREMENTS FOR PROJECTS

1. A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
2. Building projects must meet or exceed the requirements of the National Energy Code of Canada, latest edition.

3. A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
4. The project shall be executed in accordance with the Municipal Infrastructure Project Guidelines, edition in effect at time of signing of this Agreement.
5. The project shall follow all policy and guidelines issued by Transportation and Infrastructure that are applicable to the project.

10.0 ENVIRONMENTAL ASSESSMENT

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012(CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement.

11.0 AUDIT

1. The Ultimate Recipient will ensure that proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Agreement End Date.
2. Newfoundland and Labrador reserve the right to Audit at any time during the project and the six (6) years following.

12.0 ACCESS

1. The Ultimate Recipient will provide reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement to representatives of Newfoundland and Labrador.

13.0 DISPUTE RESOLUTION

1. The Parties will keep each other informed of any issue that could be contentious.

2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter, or modify the rights of Newfoundland and Labrador to terminate this Agreement.

14.0 DEFAULT

14.1 EVENTS OF DEFAULT

1. If Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement, that action constitutes the "Event of Default" under this Agreement.

14.2 DECLARATION OF DEFAULT

1. Newfoundland and Labrador may declare default if:
 - a) The Event of Default occurs;
 - b) Newfoundland and Labrador give notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador's opinion constitutes an Event of Default; AND
 - c) The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Newfoundland and Labrador that it has taken such steps as are necessary to remedy the Event of Default.

14.3 REMEDIES ON DEFAULT

1. If Newfoundland and Labrador declare default, Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
 - a) Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
 - b) Suspend or terminate the approval of other Projects;
 - c) Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or
 - d) Terminate this Agreement.

15.0 LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1 LIMITATION OF LIABILITY

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
 - a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
 - b) any damage to or loss or destruction of property of any Person; or
 - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long-term obligation; in relation to this Agreement or each of the Projects.

15.2 INDEMNIFICATION

1. The Ultimate Recipient will at all times indemnify and save harmless Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

16.0 ASSETS

16.1 DISPOSAL OF ASSETS

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of an Asset for the first five (5) years after substantial completion of the project.
2. If at any time within the first five (5) years after substantial completion of the project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for the Project.
3. Exemptions are:
 - a) When the asset is transferred to Newfoundland and Labrador, a municipal or regional government, OR
 - b) With Newfoundland and Labrador's consent.

17.0 AMENDMENTS TO AGREEMENT

1. This Agreement may be amended from time to time on written agreement of the Parties.

18.0 CONFLICT OF INTEREST

1. No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Newfoundland and Labrador applies will derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform Newfoundland and Labrador should it become aware of the existence of any such situation.

19.0 NO AUTHORITY TO REPRESENT

1. Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Newfoundland and Labrador or to act as an agent for Newfoundland and Labrador. The Ultimate Recipient will take the necessary action to ensure that any Contract between The Ultimate Recipient and any Third Party contains a provision to that effect.

20.0 LOBBYIST

1. The Ultimate Recipient has not made and will not make a payment or other compensation to any individual required to be registered under the federal Lobbying Act that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of His Majesty in Right of Canada.

21.0 SEVERABILITY

1. If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.

22.0 ASSIGNMENT

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any

attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

23.0 WAIVER

1. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

24.0 NOTICE

1. Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

Director – Municipal Infrastructure
Municipal Infrastructure
Department of Transportation and Infrastructure
PO Box 8700 St. John's, NL, A1B 4J6

2. Or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate.

25.0 COMPLIANCE WITH LAWS

1. The Ultimate Recipient will comply with and require that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

26.0 SUCCESSORS AND ASSIGNS

1. This Agreement is binding upon the Parties and their respective successors and assigns.

27.0 PROJECT ANNOUNCEMENTS

1. The Ultimate Recipient will consent to a public announcement of the project by Newfoundland and Labrador. After official announcement of the project by

Newfoundland and Labrador, the project will be considered to be in the public domain.

28.0 AGREEMENT SIGNATURES

1. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.

29.0 GENERAL

1. Time shall be of the essence with respect to all matters in this Agreement.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the Parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.

This Agreement has been executed on behalf of Newfoundland and Labrador by the Minister responsible for the Department of Transportation and Infrastructure, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

SIGNED by the
Minister of Transportation and Infrastructure
in the presence of:

_____ Witness Name (printed)	_____ Signature	_____ Date
_____ Minister of Transportation and Infrastructure (printed)	_____ Signature	_____ Date

SIGNED AND SEALED by the
Designated signing officials of
City of Corner Brook
in the presence of:

_____ Witness #1 Name (printed)	_____ Signature	_____ Date
_____ Signing Official #1 Name and Title (printed)	_____ Signature	_____ Date
_____ Witness #2 Name (printed)	_____ Signature	_____ Date
_____ Signing Official #2 Name and Title (printed)	_____ Signature	_____ Date

Schedule A

Approved Project List

Project	Project #
Petries Street Bridge Replacement	17-MYCW-24-00005
Old Humber Road Retaining Wall	17-MYCW-24-00006
Elizabeth Street Intersection Improvements	17-MYCW-24-00007
Broadway Storm Sewer	17-MYCW-24-00008
Curling Street Storm Sewer	17-MYCW-24-00009
District Water Meters	17-MYCW-24-00010
Traffic Detection Upgrade	17-MYCW-24-00012
Street Resurfacing	17-MYCW-24-00013
Main Street Pedestrian Bridge	17-MYCW-24-00014
Water Audit/Loss Analysis	17-MYCW-24-00015

Schedule B

Project Timelines

	Milestone	Deadline
1	Sign project Agreement	45 Days from notification of project approval issued by the Minister
2	Consultant Contract Awarded	12 months from notification of project approval issued by the Minister
3	Construction Contract Awarded	24 months from notification of project approval issued by the Minister
4	Project Completion and final invoices submitted to Transportation and Infrastructure	As per table contained in project guidelines, but not more than 48 months from notification of project approval issued by the Minister.



Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
 Municipal Infrastructure Division

Municipal Infrastructure Agreement Checklist

Please complete the checklist below and have a representative of the Ultimate Recipient sign and date the checklist on the applicable line. There is no need to return the Guidelines or the funding approval letter.

Please ensure that all items noted below are returned by email in PDF format to mifunding@gov.nl.ca

Document	Attached
Municipal Infrastructure Agreement Checklist (this document)	<input type="checkbox"/>
Signed Funding Agreement (1 PDF)	<input type="checkbox"/>
Minute of Council/Committee accepting the funding (1 PDF)	<input type="checkbox"/>

For Internal Use Only

Item	Ultimate Recipient	TI
Date received stamp is on the first page of the Agreement	N/A	<input type="checkbox"/>
Resolution to accept funding supported by Minutes of UR <ul style="list-style-type: none"> Resolution to contain the project name, project number and project value Include only the portion of the meeting minutes pertaining to the discussion and resolution of Council/Committee 	<input type="checkbox"/>	<input type="checkbox"/>
Date entered in the second "AND WHEREAS" clause of the Agreement (p. 1) <ul style="list-style-type: none"> Once the signed by the Department, Municipal Infrastructure will complete the first line of the Agreement. 	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Designated UR Official and witnesses	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Minister (or delegate) and witnesses	N/A	<input type="checkbox"/>

To be completed by Ultimate Recipient representative:

 Signature (UR) Title (UR) Date

To be completed by Municipal Infrastructure representative

 Signature (MI) Title (MI) Date



Sample Council/Committee/ICG Resolution

At the Meeting on ____ day of _____, 20____,

_____ passed the following motion as it

relates to the Project number _____ Project name

Motion #: _____

Moved By: _____ Title: _____

Second By: _____ Title _____

"Be it resolved that, we the Ultimate Recipient _____ accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated ____ day of _____, 20____, Project number _____ Project name _____ with a total project value of \$ _____. This council/board/ICG agrees to provide the Ultimate Recipient share value of \$ _____ in funding for this project and authorizes the Mayor/Committee Chair/AngajukKâk and Town Clerk/Secretary to enter into a funding agreement with the Department of Transportation and Infrastructure on behalf of _____."

Motion Adopted/Defeated

In Favour _____.

Opposed _____.

Abstained or declared conflict of interest _____.

Government of Newfoundland and Labrador

Department of Transpiration and Infrastructure

Municipal Infrastructure

Municipal Infrastructure Project Guidelines

Revision 6

July 6, 2021

Revision	Comments	Date
6	Update of complete Document to new department and process changes	June 2021



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

Table of Contents

1	INTRODUCTION	1
2	DEFINITIONS	2
3	ABBREVIATIONS / ACRONYMS	3
4	REFERENCE LEGISLATION	4
5	POLICIES	5
6	PERMITTING BODIES	6
7	REFERENCE GUIDELINES	6
8	TEMPLATES/FORMS	7
9	SPECIFICATIONS	7
10	PROJECT ADMINISTRATION	7
11	PROJECT SCOPE OF WORK	8
11.1	Project Scope Change	8
11.1.1	Multi-Year Capital Works (MYCW)	8
11.1.2	Federal Programs and Provincial Municipal Capital Works Program	8
12	PROJECT FUNDING TIMELINES	9
12.1	Change In Funding Timelines	9
13	PROJECT FINANCIAL CONSIDERATIONS	10
13.1	Approved Funding	10
13.2	Approval To Borrow	10
13.3	Inability To Fund Share	10
13.4	Project Overruns	10
13.5	Surplus Funds	10
13.6	Financing Interest Charges	10
13.7	GST/HST Rebates	11
13.8	Reporting To The Division	11
14	PROJECT COSTS	11
14.1	Eligible Project Costs MYCW and MCW Programs	11
14.2	Ineligible Project Costs	12
14.3	Costs For ICIP Projects	13



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

14.4	Eligible Expenditures.....	13
14.5	Ineligible Expenditures	13
15	PROGRESS PAYMENTS	14
15.1	Requirements	14
15.2	Process.....	14
15.3	Required Documentation For Payment.....	15
16	PROJECT METHODOLOGIES.....	15
16.1	Design-Bid-Build.....	15
16.1.1	Design Phase.....	15
16.1.2	Tender Phase	16
16.1.3	Construction Phase.....	16
16.1.4	Close out Phase.....	16
16.1.5	Warranty period	16
16.2	Design-Build	16
16.2.1	Request for Proposals Development Phase.....	17
16.2.2	Request for Proposals Responses Phase.....	17
16.2.3	Contract Award Phase	17
16.2.4	Construction Phase.....	18
16.2.5	Close out Phase.....	18
16.2.6	Warranty period	18
16.2.7	Required Projects Utilizing DB process	18
16.3	Work By Own Forces / Project Management	18
16.3.1	Required Approval	18
16.3.2	Requirements.....	19
16.3.3	Eligible Costs	19
17	LAND ACQUISITION	19
18	PROJECT PROCESS.....	19
18.1	Project Acceptance By Ultimate Recipient.....	19
18.2	Project Initiation	20
19	ENGINEERING SERVICES ENGAGEMENT	21
19.1	Approvals Required From MI	21
19.2	Procurement Requirements	21

July 6, 2021

Page ii of iv



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

19.3	Consultant Procurement.....	22
19.3.1	General	22
19.3.2	Limited call	22
19.3.3	Open call (Request for Proposals).....	22
19.3.4	Prequalified Supplier List	23
19.4	Form Of Agreement.....	24
19.5	Consultant Contract Change Order	24
19.6	Contract Extension	25
19.7	Consultant Expenses	25
20	DESIGN PHASE	25
20.1	Pre-Design / Preliminary Engineering	25
20.2	Consultant Safety Requirements	25
20.3	Design	26
20.4	Interdisciplinary Review.....	26
20.5	Issued For Review (IFR)	26
20.6	Issued For Tender (IFT) Review	26
20.7	Comments From MI.....	26
20.8	Consultant Project Requirements	27
21	TENDER PHASE	28
21.1	Approval To Tender.....	28
21.2	Tender Advertisement.....	28
21.3	Tender Amendment.....	28
21.4	Tender Closing	29
21.5	Tender Result Review	29
21.6	Approval To Award	29
21.6.1	General	29
21.6.2	Tender Closed Within Budget.....	29
21.6.3	Tender Closes Over Budget	30
21.7	Contract Award.....	30
22	CONSTRUCTION PHASE	31
22.1	Construction Contract.....	31
22.2	Contract Change Orders	31

July 6, 2021

Page iii of iv



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

22.3	Contractor Safety	32
22.4	Substantial Performance	32
22.5	Total Performance	32
22.6	Mechanics' Lien Hold Back	33
22.7	Deficient Or Incomplete Work	33
22.8	Deficiency Hold Back	33
22.9	Contract Extension	33
23	PROJECT MONITORING	34
23.1	Scope	34
23.2	Schedule	34
23.3	Financial	34
23.4	Review Meetings	34
24	PROJECT CLOSE OUT	35
25	PROCUREMENT RECORD REQUIREMENTS	35
26	EASEMENT AND RIGHTS-OF-WAY	36
27	DUTIES OF PARTIES INVOLVED	36
27.1	Duties Of The Ultimate Recipient	36
27.2	Duties Of Municipal Infrastructure	37
28	COMMUNICATIONS	38
28.1	Joint Communications	38
28.2	Individual Communications	38
29	SIGNAGE	39
30	PROJECTS CARRIED OUT ON A PROJECT MANAGEMENT BASIS - USING ULTIMATE RECIPIENT'S FORCES	39
31	WORK DURING CARETAKER CONVENTION	39
32	REVISIONS TO PROJECT GUIDELINES	39

1 INTRODUCTION

1. It is essential for the Ultimate Recipient (UR), their Consultant and Contractors comply with these Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained. Additionally, that any incurred costs are within the program eligibility.
2. This guideline supports the execution of the Federal, Provincial, Municipal Cost share programs, and shall be used by all Ultimate recipients of funding, including:
 - a) Municipalities
 - b) Local Service districts
 - c) Inuit Community Governments
 - d) Not-for profit Organizations
 - e) For-Profit Organizations
3. For Ultimate Recipients that have been granted the privilege of Self-Administration, these Guidelines are amended with the Self-Administration Guidelines and approval to self-administer notification.



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

2 DEFINITIONS

The following terms are used throughout the Project Guidelines:

Department	The Department of Transportation and Infrastructure
Division	Municipal Infrastructure Division
Investing in Canada Infrastructure Program (ICIP)	Federal/Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Capital Works Program (MCW)	Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Support Information System (MSIS)	Web based software application used for Project management, tracking, and financial management of Projects funded through the Municipal Infrastructure Division.
Party/Parties	Means the combination of the organizations involved in a funded Project, specifically the Province, the Ultimate Recipient, and the Government of Canada, as dictated by context.
Project	Refers to the work which has been approved for capital works cost shared funding through the Municipal Infrastructure Division.
Province	The Province of Newfoundland and Labrador
Ultimate Recipient (UR)	An eligible organization receiving funding from the Division for a capital works Project.

3 ABBREVIATIONS / ACRONYMS

AHJ	Authority Having Jurisdiction
ATIPP	Access to Information and Protection of Privacy
BBB	Build Better Buildings Policy
CO	Change Order
ICIP	Investing in Canada Infrastructure Program
IFC	Issued for Construction
IFR	Issued for Review
IFT	Issued for Tender
INFC	Infrastructure Canada
LEED ®	Leadership in Energy and Environmental Design
LSD	Local Service District
MAPA	Department of Municipal and Provincial Affairs
MCW	Municipal Capital Works
MI	Municipal Infrastructure
MSIS	Municipal Support and Information System
MYCW	Multi-Year Capital Works
NBCC	National Building Code of Canada
O&M	Operation and Maintenance Manuals
PCA	Prime Consultant Agreement
PEGNL	Professional Engineers and Geoscientists of NL
PPA	Public Procurement agency
PR	Project Representative from Municipal Infrastructure
RE	Regional Engineer
RFP	Request for Proposals
RFQ	Request for Qualifications
RO	Regional Office (Eastern, Western, Central, Labrador)
TI	Transportation and Infrastructure
UR	Ultimate Recipient

4 REFERENCE LEGISLATION

Including but not limited to the following, the most recent and current version, in no particular order.

1. Public Procurement Act
2. Occupational Health and Safety Act
3. Municipalities Act
4. Environmental Protection Act
5. Water Resources Act
6. Mechanics' Lien Act
7. City of Corner Brook Act (as appropriate)
8. City of St. John's Act (as appropriate)
9. City of Mount Pearl Act (as appropriate)
10. All other applicable provincial legislation and related regulations and policies
11. All applicable federal legislation



5 POLICIES

The following Policies must be followed by funding recipients:

1. Municipal Infrastructure Procurement of Professional Services Policy
2. Build Better Buildings Policy <https://www.gov.nl.ca/iet/files/publications-energy-betterbuildingspolicy.pdf>
3. Department of Environment, Climate Change, and the Department of Municipal and Provincial Affairs
 - a) Policy for Allocation of Water Use W.R. 88-1 (rev 1995)
 - b) Infilling Bodies of Water W.R. 91-1
 - c) Use of Creosote Treated Wood in Fresh Water W.R. 92-2
 - d) Treated Utility Poles in Water Supply Areas W.R. 93-01
 - e) Land and Water Developments W.R. 95-01
 - f) Flood Plain Management W.R. 96-1
 - g) Policy for Development in Shore Water Zones W.R. 97-1
 - h) Policy for Development in Wetlands W.R. 97-2
 - i) Ground and Water Sourced Heat Pumps W.R. 98-1
 - j) Drinking Water Monitoring & Reporting W.R. 09-1
 - k) Policy for Newfoundland and Labrador Water and Wastewater Operator Certification Program

6 PERMITTING BODIES

The UR is required to ensure that all relevant permits are received prior to start of work. Those may include but not limited to:

1. Department of Transportation and Infrastructure
2. Department of Environment and Climate Change
3. Department of Municipal and Provincial Affairs
4. Government of Canada

7 REFERENCE GUIDELINES

The following guidelines listed, but not limited to, apply to all Ultimate recipients:

1. Guidelines for the Design, Construction and Operation of Water and Sewerage Systems from the Department of Environment, Climate Change.
2. Selection Criteria and Guidelines for the Design, Construction and Operation of Potable Water Dispensing Units, from the Department of Environment, Climate Change.

8 TEMPLATES/FORMS

The following MI standard templates must be used, any modification, addition or deletion to these must be communicated and approved by MI:

1. Request for Proposals (RFP)
2. Request for Qualifications (RFQ)
3. Consultant Fee requests
4. Prime Consultant Agreement (MI standard document)
5. RFP / RFQ evaluation and debriefings
6. Status Report
7. Mandatory Safety Reporting by the Prime Consultant
8. MERX bid form template
9. In the case where a UR would like to utilize their wholly owned and developed documents, MI shall be given the opportunity to review and comment.

9 SPECIFICATIONS

The UR must use the following specifications as applicable, any modification, addition or deletion to these must be communicated and approved by MI:

1. Master Specification for Municipal Water, Sewer and Roads
2. Transportation and Infrastructure Highway Design Specification Book for TI owned assets and where referenced otherwise.
3. Transportation and Infrastructure NL Master Specification for Public Funded Buildings

10 PROJECT ADMINISTRATION

1. The Division's Project number shall be used on all correspondence, documents, Status Reports, etc., relating to this Project.
2. The first, and primary point of contact is the Regional Office and specifically the Project Representative (PR), once identified.
3. The Division's Municipal Support Information System (MSIS) will be used for various Project management and financial aspects of the Project.

11 PROJECT SCOPE OF WORK

1. The Project funding is approved by the Province based on a defined scope of work as applied for by the UR.
2. The project scope is defined in the project funding agreement.

11.1 PROJECT SCOPE CHANGE

1. From time to time the UR may wish to modify the scope of work for any number of reasons.

11.1.1 Multi-Year Capital Works (MYCW)

1. The UR will submit request for changes in scope of work and/or the reallocation of funding within "Schedule A" of the MYCW Agreement. Funds cannot be reallocated from unfinished projects.
2. The request is to be made to the Manager of Federal Provincial Programs.
3. Work cannot proceed on a proposed change until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically.

11.1.2 Federal Programs and Provincial Municipal Capital Works Program

1. The UR shall submit a completed Project Scope Change Form request to the Regional Engineer.
2. The UR will be responsible for the completion and submission to the Regional Engineer, any form required by Infrastructure Canada. This can include outcomes forms, KML google earth images, etc.
3. Work cannot proceed on a proposed change in project scope until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically. For federally shared Projects, this approval will be after approval is received from Infrastructure Canada.
5. Project scope changes will not be granted for use of surplus funds remaining once a Project is finished or nearing completion, or to change the fundamental nature of the approved Project scope.



12 PROJECT FUNDING TIMELINES

1. The Project delivery timelines are outlined for each stage of the Project.
2. Projects shall be cancelled if timelines are exceeded unless without approval by the Director obtained prior to the extension.

Milestone	Routine Projects	Complex Projects
Consultant Contract Awarded	12 Months from notification of Project Approval issued by the Minister	12 Months from notification of Project Approval issued by the Minister
Construction Contract Awarded	24 Months from notification of Project Approval issued by the Minister	24 Months from notification of Project Approval issued by the Minister
Project Completion and final invoices submitted to MI	36 Months from notification of Project Approval issued by the Minister	48 Months from notification of Project Approval issued by the Minister

Routine Projects - normally be completed within one construction season following contract award such as, water and sewer, pumphouse upgrades and road paving/repair Projects

Complex Projects - Projects that are typically considered multi-year construction or phased Projects; such as, major municipal/recreational buildings, water and wastewater treatment plants

12.1 CHANGE IN FUNDING TIMELINES

1. If the UR expects to exceed any of these timelines, they must immediately submit a request to extend the Project guidelines, in writing, to the Director of Municipal Infrastructure, indicating the new anticipated dates and the cause of delay.
2. A decision will be communicated to the UR in writing. The Director may provide an amended timeline based on the following considerations:
 - a) Scope and complexity of Project
 - b) Unanticipated environmental considerations
 - c) Extenuating circumstances that preclude the availability of key resources
3. Note that in some cases an extension may not be considered if it is outside federal requirements of federally funded Projects.



13 PROJECT FINANCIAL CONSIDERATIONS

13.1 APPROVED FUNDING

1. Funding is provided based on the UR's assurance (bank letter, etc.) to the Department of Municipal and Provincial Affairs (MAPA) of its ability to meet its share of the cost as identified in the Agreement.
2. The UR must meet its share of the Project costs, and the Province will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.

13.2 APPROVAL TO BORROW

1. In the case where the UR is a Municipality or Local Service District, and they intend on borrowing their share of the project funding, they must have an "Approval to Borrow" from the Local Government Division of Municipal And Provincial Affairs prior to start of work.

13.3 INABILITY TO FUND SHARE

1. If the UR's financial position has changed since application and approval of the Project, so that it cannot meet its share, then the Regional Office shall be notified immediately in writing, and this Project will be cancelled. This will require a motion of the governing body.

13.4 PROJECT OVERRUNS

1. In the event that the project costs exceed the approved project funding, the UR will be responsible for all overruns or funding commitments that exceed the approved project funding.

13.5 SURPLUS FUNDS

1. In the event that a project is completed for less than the approved funding amount, the surplus funds will not be available to the UR to be used for any work outside the original scope. This does not apply to Projects approved under the MYCW program.

13.6 FINANCING INTEREST CHARGES

2. The Province will NOT fund any interim interest charges uncured by the UR for the Project. The UR is responsible for all financing charges.

13.7 GST/HST REBATES

1. Project eligible costs has been reduced by the amount of GST/HST rebate. The UR is required to apply for the appropriate rebates.
2. The GST/HST rebate is to be used by the UR as part of the Project funding.
3. Interim financing of the GST/HST rebate will be the responsibility of the UR if required.

13.8 REPORTING TO THE DIVISION

1. If requested by the Division, the UR must submit an itemized list of all cheques issued relating to the project, including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

14 PROJECT COSTS

14.1 ELIGIBLE PROJECT COSTS MYCW AND MCW PROGRAMS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible Project including consultants, materials and labour.
2. The incremental costs of employees of an UR may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The UR is able to demonstrate that it is not economically feasible to tender into a Contract;
 - b) The work is not related to the design, project management, or inspection of construction works; and
 - c) The arrangement of “work by own forces” is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project Approval date, costs incurred prior to approval will not be eligible.
4. The UR may charge to the Project expenses related to equipment rental rates, including the operators if pre-approved by the Department for such expenses.
5. Landscaping repairs/ reinstatement of areas damaged as a result of the Project, build back equal to pre-construction standard. Any enhancements are not eligible.

14.2 INELIGIBLE PROJECT COSTS

1. Costs incurred before Project Approval Date, and any and all expenditures related to contracts signed prior to Project Approval.
2. Costs incurred for cancelled Projects.
3. Leasing land, buildings and other facilities.
4. Leasing equipment other than equipment directly related to the construction of the Project.
5. Real estate fees and related costs.
6. Financing charges, legal fees, and loan interest payment.
7. Any goods and services costs which are received through donations or in kind.
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates.
9. General maintenance and operational costs.
10. Cost related to furnishings and non-fixed assets.
11. Modification, upgrade or replacement of privately-owned infrastructure unless damaged by works of the project, pre-damaged and post repair photos will be required.
12. Infrastructure constructed by private developers and subsequently transferred to the URs that did not meet current design and construction standards at the time of construction .
13. Legal fees.
14. Land surveys.
15. Media costs related to the Project (e.g. Radio ads, newspaper, social media, etc.).
16. Cost of temporary facilities related to continuance of the UR business for the duration of the Project.
17. Administration costs.
18. UR owned construction materials and labour, unless for Projects that have been pre-approved for Project Management – work by own forces.
19. Costs to purchase digital sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.
21. Costs associated with operating expenses and regularly scheduled maintenance work.
22. Replacement parts and tools.

14.3 COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement (IBA), and are copied here for references purposes only.

14.4 ELIGIBLE EXPENDITURES

1. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens and creating community employment benefit plans;
2. Costs will only be eligible as of Project Approval, except for costs associated with completing climate lens assessments, which are eligible before Project Approval, but can only be paid if and when a Project is approved by Canada.

14.5 INELIGIBLE EXPENDITURES

1. Costs Incurred before Project Approval and any and all expenditures related to Contracts signed prior to Project Approval, except for expenditures associated with completing climate lens assessments as required;
2. Costs incurred for cancelled Projects;
3. Land acquisition unless pre-approved by Canada;
4. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
5. Any overhead costs, including salaries and other employment benefits of any employees of the UR, any direct or indirect operating or administrative costs of URs, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the UR's staff.
6. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
7. Any goods and services costs which are received through donations or in kind;
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the UR is eligible for a rebate, and any other costs eligible for rebates;
9. Costs associated with operating expenses and regularly scheduled maintenance work;
10. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and



11. All capital costs, including site preparation and construction costs, until Canada has confirmed that Environmental Assessment and Aboriginal Consultation obligations as required under Integrated Bi-lateral Agreement between Canada and the Province of Newfoundland and Labrador have been met and continue to be met.

15 PROGRESS PAYMENTS

15.1 REQUIREMENTS

1. The UR is required to pay consultants and contractors within the contractual requirements of those engagements, those being through Prime Consultant Agreements, or through Construction Contracts using MI's Unit Price Contract or Stipulate Price Contract.
2. The UR will be required to retain, and eventually release, holdback for construction contracts, per the requirements of the Mechanics' Lien Act.

15.2 PROCESS

1. To obtain payment from the Division the UR is required to submit, via MSIS a "Status Report". This may be submitted by the Consultant on the UR's behalf.
2. Status Reports must consider progress to date, and include substantiated invoices, statutory declarations (e.g. from WorkplaceNL), and other completed forms (e.g. Form 14) as appropriate. Status Reports submitted without the appropriate supporting information may be returned until such time as the requisite documents are in order, delaying payments.
3. The Consultant must submit Status Reports within 10 business days of the end of each month to the Division's Regional Engineer and the UR.
4. These Status Reports must span from the date of appointment of the Consultant to the date of final completion of the project, including warranty inspection and correction of warranty items.
5. The final Status Report must be marked as such.
6. The UR shall not pay consultant invoices unless the Status Report has been received and also shall not pay the final professional services invoice until any and all records documents (e.g. as-builts) are received.
7. Status Reports valued at less than \$1000 + hst should be held by the UR and submitted with the next month(s) only after the total is greater than \$1000+hst. Unless, it is the final status report for the project.

15.3 REQUIRED DOCUMENTATION FOR PAYMENT

1. The Status Report is required to be substantiated by, and include copies of:
 - a) Invoices
 - b) Engineering invoices
 - i) Travel claims, receipts (hotel, car rental, airfare, etc)
 - c) Substantial performance certificates
 - d) Contractor's progress payment and back up documents

16 PROJECT METHODOLOGIES

16.1 DESIGN-BID-BUILD

1. The Design-Bid-Build (DBB) Project delivery methodology involves engagement of professional services (most often by engineering and/or architecture teams), by an Owner for planning, conceptual and detailed design, and preparation of bidding packages for contractors to bid on.
2. The DBB delivery method allows for strict control by an Owner and their consulting team, over the form and function of a particular design solution to an infrastructure Project. This design control is a trade-off, increasing the cost risks to the Owner, as the Owner and their design team is fully responsible if there are errors, omissions, or unknown conditions found during the construction phase.
3. Typical phases for DBB Projects include:
 - a) Design Phase
 - b) Tender Phase
 - c) Construction Phase
 - d) Close out Phase
 - e) Warranty period

Typical Process within each of these phases comprise the following:

16.1.1 Design Phase

1. Consultant Engagement
2. Program Development or Pre-Design work
3. Concept Design
4. Detailed Design



5. Preparation of Bidding Documents (also known as Tender Documents)

16.1.2 Tender Phase

1. Open Call for Bids Period (also known as Tender Period)
2. Responding to Bidder questions and Issuing Amendments as needed.
3. Contract Award and Contract Signature between Owner and Contractor.

16.1.3 Construction Phase

1. Execution/implementation of the contract by the contractor.
2. Inspection by the Consultant for Quality and Progress Tracking.
3. Progress Payments issued as work is completed.

16.1.4 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the design.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received.

16.1.5 Warranty period

1. Warranty period starts.
2. Any issues observed during warranty period are rectified by Contractor.
3. Warranty period ends with a final review by the Consultant.

16.2 DESIGN-BUILD

1. The Design-Build (DB) delivery method allows an Owner to engage with a Design-Build team, comprised of Contractors and Design Professionals, to provide the detailed design and construction services. The Owner will often hire a consultant to provide technical and project management oversight, and to establish and formalize the Project needs and goals through an Owner's Statement of Requirements.
2. The DB delivery method allows an Owner to establish an overall infrastructure need and Project budget, but shift the detailed design work and associated cost risk to the Design-Builder. The Design-Builder, on the other hand, has the advantage of being able to execute a Project in a more expedited timeframe, since construction can generally start before all the design work has been finalized. Additionally, having the

Design Professionals on the same team allows for quicker resolution of issues during construction.

3. While not strictly necessary for all types of DB Project, highly complex DB Projects will first go through a selection phase where Design-Builders respond to a public Request for Qualifications (RFQ). This RFQ is used to shortlist a small number Design-Build teams who demonstrate through their RFQ response that they have the capacity, expertise, and experience in DB Project delivery. These firms will then be privately invited to the Request for Proposals stage, where they submit their proposal containing their notional plans and designs for the Owner's consideration.
4. Typical phases for a DB Project involve the following:
 - a) Request for Proposals Development Phase
 - b) Request for Proposals Responses Phase
 - c) Contract Award Phase
 - d) Construction Phase
 - e) Close out Phase
 - f) Warranty period

The typical process for a DB Project includes the following:

16.2.1 Request for Proposals Development Phase

1. Obtain an Owner's Advisor
2. Program Development, Concept Design, and Development of Owner's Statement of Requirements
3. Design Build Request for Qualifications Development
4. Request for Qualifications Open Call
5. Request for Qualifications Submission review and Development of Short List
6. Design Build Request for Proposals Development

16.2.2 Request for Proposals Responses Phase

1. Issue Design-Build Request for Proposals (Shortlisted Proponents only)
2. Request for Proposals Response Review

16.2.3 Contract Award Phase

1. Negotiations with Preferred Proponent
2. Contract Development and Signature

16.2.4 Construction Phase

1. Execution/implementation of the contract by the Design-Builder.
2. Completion of Design Documents for Owner's Review.
3. Periodic Inspection by the Owner's Advisor for Quality and Progress Tracking.
4. Progress Payments submitted as work is completed by the Owner's Advisor.

16.2.5 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the contract.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received by the UR and copied to MI.

16.2.6 Warranty period

1. Any issues observed during warranty period are rectified by the Design-Builder.
2. Warranty period ends with a final review by the Owner's Advisor.

16.2.7 Required Projects Utilizing DB process

1. The following Projects are required to be Design-Build - Request for Proposals, unless otherwise directed or approved by MI:
 - a) Water Treatment
 - b) Waste Water Treatment
 - c) Water storage towers/tanks
 - d) Buildings
2. Other methods may be allowable with prior approval of MI.

16.3 WORK BY OWN FORCES / PROJECT MANAGEMENT

The Municipal Infrastructure Policy and Guideline regarding Project Management /Work By Own Forces applies to all URs availing of that methodology. The following sections briefly describes the methodology, the Guideline shall govern.

16.3.1 Required Approval

1. MI approval must be obtained on a per Project basis, ineligibility of costs incurred may result without prior approval.



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

2. For federally funded Projects, approval by INFC must also be obtained. This is requested through MI on a per Project basis. Costs incurred may be ineligible without prior federal approval.

16.3.2 Requirements

1. UR may construct using own forces, however design must be completed by qualified, registered, and insured professionals.
2. UR forces utilized must be hired specifically for the work of the Project only.
3. The UR's engineering staff cannot provide design services (i.e. professionally stamped/sealed Project drawings) for funded Projects, unless the UR and its engineering staff are appropriately registered with Professional Engineers and Geoscientist of Newfoundland and Labrador, appropriate insurance is also required. Proof of licensure and insurance must be available upon request.

16.3.3 Eligible Costs

1. Salaries of staff employed specifically for a specific Project are eligible, overhead and profit may not be claimed for these employees.
2. Regularly employed staff are not eligible. MI may request records of employment to validate the claim for salaries of UR employed staff.
3. Project Management by UR engineering staff is not an eligible expense.
4. Overtime of regularly employed staff related to the Project is not an eligible expense.
5. In the case where UR engineering staff are providing services related to the design and inspection of a Project, the costs associated with this are not eligible.

17 LAND ACQUISITION

1. Any land required for the Project must be registered in the UR's name prior to approval to tender.
2. Costs relates to purchase of land are responsibility of the UR.

18 PROJECT PROCESS

18.1 PROJECT ACCEPTANCE BY ULTIMATE RECIPIENT

1. If the UR intends to accept Project funding, the UR is required to submit the following to MI:



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

- a) Sign and return the funding agreement (within the timeframe indicated on the Project Approval letter), and
 - b) A Resolution in support of the Project.
2. Concerning the resolution mentioned above, the governing body of the UR is required to provide a motion that is passed by the council or board indicating support for the Project, willingness to accept the funding cost shares, ability to provide their cost share, and acceptance of the terms and conditions of the funding agreement.
3. Should the UR decide to decline the funding, the UR must provide the following to MI:
 - a) Notification of intent to decline Project funding (using the means indicated and within the timeframe indicated on Project Approval letter), and
 - b) A Resolution outlining the decision to decline the Project funding.

18.2 PROJECT INITIATION

1. The UR shall not commence work on a Project until a Project initiation meeting has been held with the Regional Office of the Division.
2. This meeting should be held within 15 days of signing the funding agreement.
3. It is the responsibility of the UR to make the arrangement for this meeting. Virtual meeting spaces are acceptable (Skype, Zoom, teleconference, etc.).
4. Agenda shall include but is not limited to an overview of the following:
 - a) Funding Agreement, Guidelines, and Requirements
 - i) Cost shares
 - ii) Division requirements
 - iii) Federal funding terms and conditions (for federally funded Projects)
 - iv) Eligible expenses or Projects costs
 - v) Climate Lens (i.e. Provincial, Federal)
 - vi) Build Better Building Policy and LEED
 - b) Project Announcements, public engagement
 - c) Project Signs
 - d) Project Scope
 - e) Time line
 - f) Procurement process, Public Procurement Act
 - g) Safety

- i) Specific Safety concerns
- ii) Ultimate Recipient
- iii) Consultant
- iv) Contractor
- h) Scope Change requests
- i) Monthly reporting
- j) Use of MSIS
- k) Status Reports
- l) Mechanic's Lien Act
- m) Cash flows
 - i) Funding timeline requirements
 - ii) Project design and construction schedule
- n) Commissioning
 - i) Requirements
 - ii) Process
- o) Project Closeout and Turnover
- p) Land Ownership
- q) Communication Requirements (with MI)

19 ENGINEERING SERVICES ENGAGEMENT

19.1 APPROVALS REQUIRED FROM MI

1. The Director of Municipal Infrastructure's approval is required before the UR can engage, or change, a consulting firm (engineering, architectural, etc.) in relation to the Project.
2. Once the solicitation of bids process is complete, with a recommendation made for a preferred proponent, a letter from the Director of Municipal Infrastructure will grant approval for the UR to enter in to an agreement with the recommended consultant.

19.2 PROCUREMENT REQUIREMENTS

1. Procurement of consulting and professional services must comply with the Public Procurement Act, and the Municipal Infrastructure Procurement of Professional



Services Policy (available at <https://www.gov.nl.ca/ti/files/Policy-Procurement-Policy-Professional-Services-MAY-2021.pdf>).

2. Procurement records must be maintained per the Public Procurement Act and available for audit at the request of MI or Public Procurement Agency.

19.3 CONSULTANT PROCUREMENT

19.3.1 General

1. The Regional Office will develop the scope of work utilizing department templates for Limited Call, Prequalified Supplier List, or Request for Proposals.
2. The UR will be provided a draft of the scope of work for approval, comments/approval is required in five (5) business days from receipt.
3. Consultant procurement will be undertaken in accordance with the Public Procurement Act, and MI's Procurement of Professional Services Policy. Requirements are outlined at a high level below for reference only.

19.3.2 Limited call

1. The Limited Call for Bids process is used where the estimated fees for consulting services is less than \$105,700 (before HST).
2. Solicitation of Bids can be from a limited number of potential suppliers, shortening the procurement timelines. MI requires that no fewer than five (5) potential suppliers are invited to provide pricing.
3. The Limited Call solicitation must be based on a prepared scope of work, created by the Regional Office, or if created by the UR, it must be approved by the Regional Engineer.
4. Limited Call Proposals submitted in response to the solicitation must be evaluated based on the criteria established in the Limited Call documents, but they will generally be based on lowest cost for services.
5. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.3.3 Open call (Request for Proposals)

1. The Open Call Request for Proposal (RFP) process is used where the estimated fees for consulting services are greater than \$105,700 (before HST).
2. The Open Call RFP must be prepared in conjunction with the Regional Office, generally using the MI RFP template.



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

3. Solicitation of Bids (Responses) to the RFP must be publically advertised through MERX.
4. Open Call RFPs must not be advertised until approval has been granted by the Regional Engineer.
5. RFP Responses must be reviewed and evaluated by the Evaluation Committee comprised of:
 - a) MI Regional Engineer (as co-Chair of the Committee)
 - b) UR Contact Person (as co-Chair of the Committee)
 - c) MI PR
 - d) Others as determined by UR in consultation with MI Regional Engineer
6. The Evaluation Committee will make a recommendation on a preferred proponent based on the review of the submissions, and subsequent Evaluation Committee Meeting.
7. The Approval to Enter into Contract with the preferred proponent, based on the results of the RFP Evaluation, will be sent to the UR from the Director of MI.

19.3.4 Prequalified Supplier List

1. MI has developed a Prequalified Supplier List for use in Consultant Engagement under certain circumstances:
 - a) Routine Projects with estimated fees for consultant services in excess of \$105,700 (before HST). Routine Projects are outlined in the Procurement of Professional Services Policy.
 - b) Where MI determines the use of the PSL is appropriate.
2. Solicitation of Bids closely follows the process for Limited Calls, where a scope of work is prepared in consultation with the Regional Engineer, and the solicitation is sent to prospective suppliers. Where the process differs from the Limited Call process, is that the list of potential suppliers includes all of those suppliers who have been prequalified by MI for specific scopes of work in specific areas of the province.
3. Proposals received in response to the solicitation must be evaluated based on the criteria established in the scope of work documents, but they will generally be based on lowest cost for services.
4. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

19.4 FORM OF AGREEMENT

1. Once a Consultant has been selected, the Approval to Enter into Contract will be provided, accompanied by the MI Standard Form of Agreement between Client and Consultant (also called the “Prime Consultant Agreement”, or PCA) for the UR and the selected consultant to sign.
2. The Regional Office will prepare the PCA, and it will be forwarded to the Consultant for review and signature. The Consultant will then forward the signed PCA to the UR for final review and signature.
3. Once the PCA is signed by the UR, it is forwarded to the Regional Engineer.
4. No consulting or professional services work is to be performed until the PCA has been signed by both the UR and Consultant.
5. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and include a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved. Rates for expenses related to execution of the Project must be in line with those established in Section 19.7- Consultant Expenses.
6. The Consultant and any other agents of the UR must liaise with the Regional Office on all aspects of the Project.

19.5 CONSULTANT CONTRACT CHANGE ORDER

1. A Consultant Contract Change order is required to:
 - a) Change the scope of service
 - b) Change the deliverables
 - c) Change the timelines
 - d) Change allocated personnel
 - e) Other items of material nature that effects the terms and conditions of the contract
2. A Change Order (CO) is required to be pre-approved by the appropriate MI Regional Office.
3. All costs in excess of the approved funding amount indicated on the “Approval to Enter into Contract” letter will be 100% responsibility of the UR.
4. PCA COs must use Form 5A, available at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>
5. Work related to the CO shall not proceed until the CO is approved by the Regional Engineer, in writing (via Form 5A).

19.6 CONTRACT EXTENSION

1. Any extensions to a PCA (consultant contract), if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

19.7 CONSULTANT EXPENSES

1. Expenses of the Consultant, any of their sub-consultants, or companies they engage for testing, are to be charged within the allowances set by the Government of Newfoundland and Labrador. Note that HST is not an eligible addition to these expenses.

Mileage - <https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement/>

Meal Rate Policy / Per Diem - <https://www.gov.nl.ca/exec/tbs/working-with-us/meal-rates/>

Transportation Policy - <https://www.gov.nl.ca/exec/tbs/working-with-us/transportation/>

2. Sub-consultants or companies engaged to do work for the Prime consultant shall be reimbursed at cost.

20 DESIGN PHASE

20.1 PRE-DESIGN / PRELIMINARY ENGINEERING

1. If the location of infrastructure is unknown (including sub-surface), or in doubt, the consultant should locate the infrastructure using a CCTV inspection, infra-red technology, ground penetrating radar, or other non-destructive methods.
2. This location investigation is an eligible Project cost, and considered important in managing and mitigating potential issues during construction. When required, this should be included in the prime consultant agreement as an allowance.

20.2 CONSULTANT SAFETY REQUIREMENTS

1. Under the Occupational Health and Safety (OHS) Regulations, all communities or groups (The UR) are considered a Principal Contractor during a Project and must ensure work is performed safely and in compliance with the OHS requirements.

Prime Consultants are also considered Principal Contractors if they engage sub-consultants.

2. As per Section 21 of the Regulations, the Owner may delegate a person to assume the duty of Principal Contractor. Prime Consultants engaged for MI Projects are to will have been delegated this duty unless told otherwise by Municipal Infrastructure and the Owner.

20.3 DESIGN

1. Consultants are expected to conduct design work to all applicable codes, standards, industry best practice, and per any applicable provincial guidelines.

20.4 INTERDISCIPLINARY REVIEW

1. Consultants are expected to conduct any and all interdisciplinary reviews, as are necessary to ensure that Bidding documents (drawings, specifications, etc.) are free from coordination errors.
2. Consultants should be prepared to outline their internal processes for interdisciplinary reviews.

20.5 ISSUED FOR REVIEW (IFR)

1. Issued for Review (IFR) document packages will often be required for submission to Authorities Having Jurisdiction (AHJ) in order to show critical Project information necessary to obtain permits.
2. IFR document packages can also be used to demonstrate that the Consultant is achieving the end goal of the Project through their design, by providing sufficient information for the UR and MI Regional Office personnel to discuss the in-progress design, and provide corrective actions where and when needed.

20.6 ISSUED FOR TENDER (IFT) REVIEW

1. Issued for Tender Review (IFT) document packages are issued as a final review prior to Bidding documents being issued for open public calls.
2. Detailed review of IFT packages is a precursor to receiving the Approval to Tender from the MI Regional Engineer.

20.7 COMMENTS FROM MI

1. At all review stages, Consultants are expected to accept, review, respond (if necessary), and incorporate any and all comments from MI Regional Office personnel with respect to Project related matters. This includes, but is not limited to design aspects, procurement methodologies, tendering, contract award, construction phase, commissioning, and close-out.

20.8 CONSULTANT PROJECT REQUIREMENTS

1. The Consultant must also submit, prior to tender call, a copy of the plans and specifications to the UR and all relevant Government departments and agencies such as, Digital Government and Service NL, the Fire Commissioner's Office, Department of Environment and Climate Change, Department of Transportation and Infrastructure, and other agencies that might have jurisdiction for approval. Feedback received regarding non-conformances must be addressed, and deficiencies corrected.
2. The Consultant and any other agents of the UR must complete all applicable applications and forms required to obtain all relevant Permits to design and construct. The Regional Engineer requires a copy of these documents at the time of submission of plans and specifications for approval to tender.
3. Prior to tendering, the plans, specifications and a current detailed pre-tender cost estimate must be submitted to the Regional Engineer. Tenders cannot be called or contracts be awarded for the Project or any part of it without the approval of the Division.
4. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the UR. This will be reviewed by the Regional Engineer prior to final acceptance.
5. The Consultant must submit copies of the as-built drawings within two months of substantial completion of the Project, the preparation of which is to be included as one of the professional services in the Consultant contract. Copies must be submitted to the UR and the Regional Engineer.
6. The consultant is responsible for the completion of the Warranty inspection and preparation of warranty inspection report. Additionally, the coordination of the corrective actions by the contractor.
7. The UR should hold payment of funds, sufficient enough to cover the costs of any undelivered deliverable in the contract.

21 TENDER PHASE

21.1 APPROVAL TO TENDER

1. Once the document package including all drawings, specifications, front end documents have been reviewed and approved by MI, the Regional Engineer will issue a letter giving the UR approval to tender the work. This approval will be copied to the consultant.
2. Approval to Tender will not be granted without a suitable pre-tender estimate, satisfactory to the Regional Engineer.
3. Approval to Tender will not be granted if there should arise any land ownership issues related to the Project, until such a time that the issues are addressed to the satisfaction of the Regional Engineer.
4. All permits required from Authorities Having Jurisdiction must be received prior to approval to tender being granted.

21.2 TENDER ADVERTISEMENT

1. All tenders are to be advertised through the Tendering and Contracts Division of the Department of Transportation and Infrastructure utilizing the eProcurement software (MERX). Should a UR wish to utilize their own eProcurement services, permission may be granted by MI upon request.
2. The Consultant, on behalf of the UR will submit to Tendering and Contracts all drawings, specifications, MERX Excel template and tender request memo. This is to be copied to the Regional Engineer.
3. The submitted documentation for advertisement must meet the requirements of the MERX system and Tendering and Contracts.
4. All bid submissions must be received electronically by Tendering and Contracts.
5. The UR shall not communicate any Project specific information to any plan taker.

21.3 TENDER AMENDMENT

1. Should changes to the tender document be required, amendments may be made. Any amendment must be issued to all plan takers, through the MERX system.
2. Where an amendment is required for an Open Call for Bids, the amendment must be sent to Tendering and Contracts with as much notice as possible. The Regional Engineer must be carbon copied on the email to Tendering and Contracts requesting the amendment.

3. If, however, an amendment is required on the day the Open Call for Bids closes, it must be received by Tendering and Contracts no later than two hours prior to the closing time. For example, if an Open Call for Bids closes at 2:00pm, the amendment must be received by Tendering and Contracts no later than 12:00pm. This allows sufficient time for Tendering and Contracts staff to appropriately action the requested amendment.
4. Submitting amendment requests less than two hours prior to the closing time could result in the amendment not being issued.
5. In order for MI to ensure changes are within Project approved scope and budgets, consultants issuing amendments to tenders during the tender period, must copy the appropriate Regional Engineer on correspondence to the Tendering and Contracts Division. Tendering and Contracts will only issue amendments to tenders that have been copied to the Regional Engineer.

21.4 TENDER CLOSING

1. The Tendering and Contracts Division will close Open Calls for Bids in the MERX system and perform the duties required for the public opening.
2. All bids must be received prior to close, and submitted electronically through the MERX system.
3. MERX will not accept bids after the close time.

21.5 TENDER RESULT REVIEW

1. The tender results will be reviewed by the UR's consultant, and a request to award will be made to MI.
2. The UR will be given approval to enter into contract from MI as appropriate, based on the Consultant's review and recommendation as well and MI's internal review.
3. The UR shall not enter into contract without approval from MI.

21.6 APPROVAL TO AWARD

21.6.1 General

1. Once a recommendation to award is received by the MI Regional Office, the Regional Engineer will forward an Approval to Award letter, as appropriate.
2. The UR must follow the next steps outlined in the letter.

21.6.2 Tender Closed Within Budget

1. Where the preferred supplier's bid is within the Project budget, the UR will be required to follow the steps and timelines outlined in the Approval to Award Contract letter, namely:
 - a) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - b) Contact the Consultant to arrange signature of the contract documents; and
 - c) Forward copies of the signed contract documents to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the Approval to Award letter.

21.6.3 Tender Closes Over Budget

1. Where the preferred supplier's bid is more than the Project budget, the UR will be required to follow the steps and timelines outlined in the provisional Approval to Award Contract letter, namely:
 - a) The UR will be required to obtain a motion/resolution to proceed with the work, and committing to funding the cost overrun, the motion shall include the value of the overrun;
 - b) Secure the additional funds required through means available to the UR, the UR is responsible for obtaining all applicable approvals from MAPA to fund the overrun;
 - c) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
 - d) Contact the Consultant to arrange signature of the contract documents; and
 - e) Forward copies of the signed contract documents, resolution to proceed with work, and proof of overrun funding to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the cost overrun, the provisional Approval to Award letter, or other options available to the UR.

21.7 CONTRACT AWARD

1. The UR or their consultant, will issue a letter to the preferred bidder, indicating intent to enter into contract. The UR may request that their Consultant issue this letter on their behalf. This letter shall be copied to the MI Regional Engineer. The date of this letter will trigger the publishing of award in the MERX system, which is finalized by MI and published in MERX.



22 CONSTRUCTION PHASE

22.1 CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing by both parties, to the appropriate Regional Engineer. Electronic copies of the contract documents are acceptable, and preferred. Contracts should be signed at the earliest opportunity.
2. The Consultant must notify the Regional Office of the time and location of preconstruction and construction meetings, including any monthly progress meetings, in a timely manner to allow a representative of the Regional Office an opportunity to attend.
3. It is the responsibility of the Consultant to ensure that the Contractor adheres to the requirements of the signed contract.

22.2 CONTRACT CHANGE ORDERS

1. From time to time, changes may be required to address changes in the work or time lines of a Project. The UR may request approval from MI for such contract COs to either, or both, the Consultant and/or Construction contracts within the approved Project budget and in accordance with the Public Procurement Act.
2. Requests for COs may be submitted to the Regional office for consideration, using the most up to date and appropriate CO form (found online at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>). If approved, an approval letter will be issued by the Regional Engineer.
3. The request for CO submittal must contain all supporting information necessary to make an informed decision. COs without supporting information will be rejected.
4. COs must be reported to the Public Procurement Agency as required by the Public Procurement Act.
5. CO costs should be managed within the contract agreement limits, and the UR should seek to reduce these costs.
6. Neither the UR nor their consultant shall submit claim for payment on a Status Report in MSIS for a CO, unless:
 - a) Approval has been previously processed by MI in MSIS for the CO in question, and
 - b) MSIS Project has been amended to reflect the CO.
7. All costs in excess of the approved funding amount indicated on the "Approval to Award" letter will be 100% responsibility of the UR.

22.3 CONTRACTOR SAFETY

1. Contractors are responsible for maintaining safety on their construction site, and maintaining or ensuring all safety requirements under the Contract Documents, and in accordance with the applicable legislation of the Province.
2. The Consultant is responsible for ensuring that Contractors are conducting the work in a safe manner, and must have rectified any unsafe conditions or processes observed or suspected.

22.4 SUBSTANTIAL PERFORMANCE

1. Substantial Performance, sometimes informally referred to as “Substantial Completion”, is a defined status in the Mechanic’s Lien Act, and the definition also appears in MI’s “General Conditions of Contract” documents.
2. For the purposes of the Mechanics’ Lien Act, a contract is considered substantially performed:
 - a) when the work or a substantial part of the work is ready for use or is being used for the purpose intended; and
 - b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
 - i) 3% of the first \$250,000 of the contract price,
 - ii) 2% of the next \$250,000 of the contract price, and
 - iii) 1% of the balance of the contract price.
3. The Act also recognizes that where the work or a substantial part of the work is ready for use or is being used for the purpose intended and where the work cannot be completed expeditiously for reasons beyond the control of the contractor, the value of the work to be completed shall be deducted from the contract price in determining substantial performance.
4. The Certificate of Substantial Performance is prepared and issued by the Consultant on behalf of the UR, and copied to the appropriate MI Regional Engineer.

22.5 TOTAL PERFORMANCE

1. Total Performance means when the work associated with the contract has been performed to the requirements of the Contract Documents, and is certified as such by the Consultant on behalf of the UR.
2. After the Certificate of Substantial Performance is issued, the date for Total Performance is established between the Contractor and the UR; the UR will

generally rely on the input of the Consultant in establishing the Total Performance date.

3. The Consultant will perform the requisite Total Performance inspections on behalf of the UR, and issue the requisite Certificate of Total Performance as appropriate.

22.6 MECHANICS' LIEN HOLD BACK

1. The Mechanics' Lien Act requires that ten percent (10%) of the value of certain contracts (e.g. construction contracts) is retained, as the work is completed, for a period of 30 days after the Project is completed. This generally takes the form of a ten percent (10%) holdback being retained during each month's progress billing.
2. The Mechanics' Lien Act stipulates when this holdback is paid to the contractor, and the conditions around liens.
3. The Holdback required under the Mechanics' Lien Act must not be confused with any amounts held back from progress payments, based on observed progress or deficiencies at the time of the billing.

22.7 DEFICIENT OR INCOMPLETE WORK

1. Deficiencies found in work by the Contractor may be cause for withholding final payments after the issuance of the Certificate of Substantial Performance.

22.8 DEFICIENCY HOLD BACK

1. The value of the monies withheld is equal to twice the cost estimated by the UR 's Consultant or MI, to remedy the deficiencies.
2. Statutory Holdback release may be prevented where deficiencies are found to remain.

22.9 CONTRACT EXTENSION

1. Any extensions to a construction contract, if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

23 PROJECT MONITORING

23.1 SCOPE

1. It is the responsibility of the UR and their Consultant to ensure that ongoing Projects are within the approved scope for the approved funding.
2. The UR must complete the scope of work that formed part of the Project Approval.
3. If MI becomes aware of deviances in scope, MI will notify the UR in writing.
4. Deviances from approved scope, especially those that cause cost overruns, will be fully the responsibility of the UR to fund.

23.2 SCHEDULE

1. Funding timelines are outlined in the funding approval letter send to the UR by MI, and are further elaborated on in Section 12 - PROJECT FUNDING TIMELINES.
2. Non-conformances to the established timelines may cause a Project to be cancelled.
3. Construction Project schedule, and control of the schedule is the responsibility of the UR and their Consultant.
4. MI Regional Office personnel may provide input in to estimated timelines for Project completion, but this does not absolve the UR and the Consultant of their responsibility.

23.3 FINANCIAL

1. Cost control is the responsibility of the UR and their Consultant. Specifically, the Consultant's responsibility for cost control is outlined in the PCA.
2. MI is unable to fund cost overruns on funded infrastructure Projects. The approved funding received by the UR is the entirety of the funding available, unless the UR secures additional funding of their own.
3. Federal cost shared funding programs generally have restrictions related to stacking funding from Federal sources. The UR is cautioned against trying to access additional federal funding from other sources without first checking with MI to determine stacking limits.

23.4 REVIEW MEETINGS

1. The UR and their Consultant will invite MI Regional Office personnel to each and any review meetings held for the duration of the Project.

2. These meetings include, but are not limited to:
 - a) Kickoff meetings,
 - b) Programming and pre-design meetings,
 - c) Design meetings,
 - d) Pre-Constriction meetings,
 - e) Progress meetings,
 - f) Commissioning meetings, and
 - g) Any other Project related meetings that arise.

24 PROJECT CLOSE OUT

1. All Project closeout documentation, including as-built drawings, completion reports, certificates, warranties, O&M Manuals, and commissioning documents shall be submitted to MI prior to request for final payment. The final payment will not be processed until these documents have been received by MI.
2. The UR is required to maintain these documents in their Project files.

25 PROCUREMENT RECORD REQUIREMENTS

1. Public bodies are required to follow the legislative requirements surrounding the retention of procurement records.
2. Retention of records related to procurement are outlined in “Section 28 - Procurement Records” of the Public Procurement Regulations. They state:
 - a) A public body shall maintain comprehensive records relating to each procurement by that public body.
 - b) Procurement records shall be kept individually by procurement, shall relate to all phases of the procurement process, and shall be maintained in a central file.
 - c) Procurement records include the following:
 - i) approved requisitions;
 - ii) quotation sheets;
 - iii) call for bids;
 - iv) amendments;
 - v) bid submissions;

- vi) evaluation documentation;
 - vii) contracts;
 - viii) supplier performance monitoring;
 - ix) change orders and extensions;
 - x) any other correspondence relating to that procurement process; and
 - xi) those other procurement records which may be required by the chief procurement officer.
- d) Procurement records may be created and stored electronically.
3. Public bodies are encouraged to contact the PPA if they have any additional questions or need clarification surrounding the retention of these records.

26 EASEMENT AND RIGHTS-OF-WAY

1. It is the responsibility of the UR and its Consultant(s) to ensure that all easements and rights-of-way are acquired before the tender is called.

27 DUTIES OF PARTIES INVOLVED

27.1 DUTIES OF THE ULTIMATE RECIPIENT

1. The UR will require approval from MI through the following Project execution steps/process:
 - a) Procurement of Consultants - following the current MI Procurement of Professional Services Policy
 - b) Signature of Prime Consultant Agreements in a timely manner
 - c) Obtaining approvals, or permits to construct as the case may be, from AHJs (Water Resources, Environment, Transportation, DGSNL, etc.)
 - d) Approval to Tender
 - i) UR to provide Issue for Tender documents package to MI for review
 - ii) UR will then Tender through Tendering and Contracts Division, using MERX
 - e) Notification of Award Tender after approval to award is received from MI.
2. The UR must keep records to support all decisions throughout the duration of a Project. These records must be provided to MI upon request, within a reasonable timeframe. These shall include, but are not limited to:

- a) Checklists
 - b) Reports
 - c) Documents reviews
 - d) Meeting minutes
 - e) Payment records
 - f) Material test reports
 - g) Procurement records
3. The UR must monitor Project costs to ensure the Project is completed within the approved budget.
 4. The UR must provide all issued for review and issued for tender documents to MI.
 5. Incorporate all comments received from MI, or provide reasoning for not doing so.
 6. Ensure that MI is invited to Project meetings and provide copies of all meeting minutes related to the Projects.
 7. The UR must report on Projects in accordance with this guideline.

27.2 DUTIES OF MUNICIPAL INFRASTRUCTURE

1. Provide approvals, as deemed necessary and appropriate, in a timely manner.
2. Advise on procurement methods.
3. Steer the engagement of consultant process.
4. Prepare Prime Consultant Agreements (PCA).
5. Provide approval to tender.
6. Provide approval to enter into contract.
7. Site visits periodically throughout the project.
8. Revise and update templates for UR use as needed.
9. Review design documents and provide comments within the permitted timeframes.
10. Review and process Project Status Reports for payment.
11. Review and process, as necessary and appropriate, any COs that arise.
12. Scoring Member of evaluation committees (e.g. for RFQs, RFPs, etc.).
13. Participate in Project team meetings as deemed necessary by MI.

28 COMMUNICATIONS

28.1 JOINT COMMUNICATIONS

1. The Province, the UR, and applicable funding agencies/partners may have Joint Communications about the Project's funding.
2. Joint Communications under these Guidelines must not occur without the prior knowledge and agreement of the Province.
3. All Joint Communications material will be approved by the Province prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the UR may request Joint Communications to communicate progress or completion of the Project. The requestor shall provide at least 15 business days' notice to the other funding agencies/partners or the UR. If the Communications Activity is an event, it will take place at a mutually agreed upon date and location.
5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the UR to participate and choose their own designated representative (in the case of an event).
6. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

28.2 INDIVIDUAL COMMUNICATIONS

1. The Province and applicable funding agencies/partners retain the right to meet their obligations to communicate information about the Agreement and the use of funds through their own Communications Activities.
2. The Parties may each include general program messaging and examples of funded Projects in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
3. The Parties may issue digital communications to communicate progress of the Project.
4. The UR will be required to send a minimum of one photograph of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to the Regional Office, along with Project name, date and location.



29 SIGNAGE

1. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
2. Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to Project type, scope, location or duration.
3. Signage must conform to the applicable federal and/or provincial signage guidelines. Please contact the regional office for most recent version.
4. Signs must be installed before construction commences and must be removed when the Project is completed.
5. The Consultant must certify (via dated photograph) that the Project signs are in place before the first progress claim containing claims related to construction work is paid, photographs are to be submitted with this progress claim in MSIS.

30 PROJECTS CARRIED OUT ON A PROJECT MANAGEMENT BASIS - USING ULTIMATE RECIPIENT'S FORCES

1. Only in exceptional cases will Projects be authorized to proceed with construction using own forces for the purposes of these Guidelines. Prior approval is required before proceeding on this basis, and must follow these Guidelines.
2. If approved there will be a secondary set of guidelines that will need to be followed.

31 WORK DURING CARETAKER CONVENTION

1. During the time between the call of an election and the swearing in of new government and ministers, work that has already been started (design and construction) may continue.
2. Modifications in the ability to tender by the department may be required, notification of this will be communicated as direction is received by the department.

32 REVISIONS TO PROJECT GUIDELINES

1. These guidelines may be revised periodically, and will be integrated with annual review of the funding programs.



MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

2. The UR will be responsible for following the guidelines as issued with Project Approval, however, the UR must note that from time to time, MI may make changes that will come into effect mid-Project. These changes will be made as needed and issued via circular, or the entire guideline may be reissued via circular in the case of comprehensive updates to these guidelines.



Request for Decision (RFD)

Subject: Sidewalk Policy

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Corner Brook Sidewalk Policy - Draft for City Completion](#)

BACKGROUND INFORMATION:

This policy shall provide the City of Corner Brook with a standard process to manage public requests for sidewalk installation; to ensure that a transparent approach and objective criteria are used to evaluate sidewalk installation needs throughout the City. The policy outlines the process for the initiation, assessment, development, and implantation of sidewalk installation on City streets.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council adopt the Sidewalk Policy as presented.

GOVERNANCE IMPLICATIONS:

Policy

Director of Engineering, Development and Operational Services	Approved - 01 May 2025
City Manager	Approved - 05 May 2025
Administrative Assistant	Approved - 06 May 2025

City Manager



CITY OF CORNER BROOK

Index	Parking and Traffic	Section	Streets
Title	Sidewalk Policy	Policy Number	Authority Council
Approval Date		Effective Date	Revision Date

PURPOSE

The policy shall provide the City of Corner Brook with a standard for the installation of sidewalks on new and existing streets.

REFERENCES

Subdivision Design Procedures and Municipal Engineering Standards for the City of Corner Brook

POLICY STATEMENT

The procedure for considering installation of sidewalks is separated into 'new development areas' and 'existing' streets and, further, by street classification.

New Development Areas – Arterial, Collector and Local Classifications

1. Sidewalks shall be constructed in accordance with the requirements of the latest version of the City's Subdivision Design Procedures and Municipal Engineering Standards in all new development areas.

Existing Streets

2. The installation of sidewalks on existing streets will be considered under the following circumstances:
 - a. When a street is scheduled for upgrades and/or reconstruction under as part of a maintenance or capital works project.
 - b. Where new development is planned to be constructed abutting an existing street.
 - c. When the City receives a request for the installation of sidewalk.
3. Should it be determined that it is not feasible to install sidewalk on at least one side of an existing street, City staff shall prepare a report to Council explaining the rationale. The following are some examples of factors that can impact the feasibility of sidewalk installation:
 - a. Insufficient right-of-way,
 - b. Zoning constraints (e.g. wetland encroachment),

- c. Private land acquisition and/or expropriation,
- d. Severe geometrics or grading issues
- e. Excessive costs.

Arterial Classification

- 4. Sidewalks shall be constructed on both sides of an arterial street when the street is scheduled for upgrades and/or reconstruction.
- 5. Where new development is planned to be constructed abutting an existing arterial street, the developer shall construct sidewalk along the frontage of the development site.
- 6. Upon receipt of a request to install sidewalks on an existing arterial street, installation of sidewalks shall be considered, subject to:
 - a. The availability of sufficient right-of-way to accommodate sidewalk.
 - b. The proximity of pedestrian generators (e.g. schools, institutions, parks, shopping areas, trail access points).
 - c. Capital works funding availability and prioritization.

Collector Classification

- 7. Sidewalks shall be constructed on both sides of an existing collector street when the street is scheduled for upgrades and/or reconstruction, and the following criteria are met:
 - a. The daily traffic is measured in excess of 1,000 vehicles per day; AND
 - b. There is sufficient right-of-way to accommodate sidewalks on both sides of the street.
 OR
 - c. There are adjacent active pedestrian generators (e.g. schools, institutions, parks, shopping areas, trail access points).
- 8. If the criteria noted in Item 7 above are not met, sidewalk shall be constructed on only one side of the street.
- 9. Except in the case of single residential dwellings, where new development is planned to be constructed abutting an existing collector street, the developer shall construct sidewalk along the frontage of the development site.
- 10. Upon receipt of a request to install sidewalks on an existing collector street, installation of sidewalks shall be considered, subject to:
 - a. The criteria outlined in Items 7 and 8 above.
 - b. Capital works funding availability and prioritization.

Local Classification

- 11. Sidewalks shall be constructed on both sides of an existing local street when the street is scheduled for upgrades and/or reconstruction, and the criteria in Item 7 above are met.
- 12. Sidewalk shall be constructed on only one side of an existing local street when the street is scheduled for upgrades and/or reconstruction and the following criteria are met:
 - a. The daily traffic is measured in excess of 500 vehicles per day; AND
 - b. There is sufficient right-of-way to accommodate sidewalk on one side of the street.
 OR
 - c. There are adjacent active pedestrian generators (e.g. schools, institutions, parks, shopping areas, trail access points).

13. Except in the case of single residential dwellings, where new development is planned to be constructed abutting an existing local street, the developer shall construct sidewalk along the frontage of the development site.
14. Upon receipt of a request to install sidewalks on an existing local street, installation of sidewalk shall be considered, subject to:
 - a. The criteria outlined in Item 11 and 12 above.
 - b. Capital works funding availability and prioritization.

REFERENCE

Minute:

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK



Request for Decision (RFD)

Subject: Crosswalk Policy

To: Donny Burden
Meeting: Regular Meeting - 12 May 2025
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Corner Brook Crosswalk Policy - Draft for City Completion Rev1](#)
[Process for Installing Crosswalks](#)
[Crosswalks Policy 05-02-02](#)

BACKGROUND INFORMATION:

This policy shall provide the City of Corner Brook with a standard process to manage public requests for crosswalk installation needs throughout the City. The policy outlines the process for the initiation, assessment, development, and implementation of crosswalk installation on City streets. The existing Crosswalk policy is outdated and in need of updates that establishes clear guidelines and processes.

PROPOSED RESOLUTION:

Be it RESOLVED that the City of Corner Brook Council rescind the current Crosswalk Policy and replace with the attached Crosswalk Policy.

GOVERNANCE IMPLICATIONS:

Policy

Director of Engineering, Development and Operational Services	Approved - 01 May 2025
City Manager	Approved - 05 May 2025
Administrative Assistant	Approved - 06 May 2025

 City Manager



CITY OF CORNER BROOK

Index	Parking and Traffic	Section	Streets
Title	Crosswalk Policy	Policy Number	Authority Council
Approval Date		Effective Date	Revision Date

PURPOSE

This policy shall provide the City of Corner Brook with a standard process to manage public requests for Crosswalks to ensure that a transparent approach and objective criteria are used to evaluate Crosswalk needs throughout the City. The policy outlines the process for the initiation, assessment, development and implementation of Crosswalk installation on city streets.

POLICY STATEMENT

Crosswalk requests will be managed through the five-stage pedestrian crossing control assessment process outlined in the *City of Corner Brook Transportation Study Process for Installing Crosswalks*.

REFERENCES

City of Corner Brook Transportation Study Process for Installing Crosswalks (2024)

DETAILED ACTION REQUIRED

The *Process for Installing Crosswalks* was developed to manage requests for marked crossings in a transparent and consistent manner, where the need for a crosswalk is established based on objective criteria. Available literature, guidelines and best practices were reviewed to guide the development of this process.

The process used to evaluate requests for pedestrian crossing control is organized in five stages and guides the entire project timeframe from initiation to post-implementation. Each stage is briefly described below and detailed steps are provided in the *Process for Installing Crosswalks*.

- 1. Initiation and Screening:** Requests are received and undergo a screening process to determine eligibility.
- 2. Assessment and Treatment Selection:** If a request passes the initial screening process, an assessment will be conducted to determine if a location is a candidate for pedestrian crossing

control. The preliminary assessment is based on a review of pedestrian and traffic volumes and pedestrian desire lines. If a location is a candidate for pedestrian crossing control, the appropriate treatment will be selected based on roadway characteristics and traffic volume.

3. **Ranking and Approval:** Requests that pass the assessment are ranked to ensure the higher risk locations are addressed first. Funding allocation is required to proceed to the implementation stage.
4. **Implementation:** The purpose of the project implementation stage is to complete the detailed design and construction of the pedestrian crossing.
5. **Monitoring and Evaluation:** The purpose of the evaluation stage is to monitor the effectiveness of the pedestrian crossing and refine the installation as required.

REFERENCE

Minute:

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK

ATTACHMENT J – PROCESS FOR INSTALLING CROSSWALKS





TRANSPORTATION STUDY

Process for Installing Crosswalks

Final Report

13 December 2024

Harbourside Transportation Consultants
8 Rowan Street, Suite 301
St. John's, NL Canada A1B 4J9
Tel: (709) 579-6435
www.HarboursideEngineering.ca





TRANSPORTATION STUDY

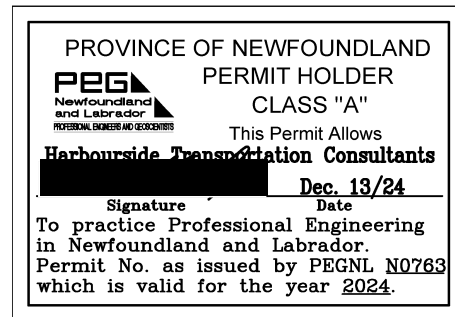
Process for Installing Crosswalks

Project No.: 242002

Project Name: Corner Brook Transportation Study

Prepared for:

Erik Neilson
Assistant Manager of Engineering Services
City of Corner Brook
5 Parker Street
Corner Brook, NL A2H 6E1



Approved by: Mark Stuckless, P.Eng.

Internal Quality Check by: Michael MacDonald, P.Eng.

Prepared by: Florence Allaire, M.Sc.E., P.Eng.

Revision	Submission Date	Notes
0	18 October 2024	Draft Report
1	05 December 2024	Revised Draft Report addressing City's comments received 25 October 2024
2	13 December 2024	Final Report



TABLE OF CONTENTS

1. Introduction.....	1
1.1. Definitions.....	1
2. Existing Crosswalk Policy	1
3. Crosswalks Fundamentals	2
4. Pedestrian Crossing Control Devices	3
4.1. Signs.....	3
4.2. Pavement Markings.....	4
4.3. Flashing Warning Indications and Traffic Control Signals	5
5. Develop an Inventory of Existing Facilities.....	5
6. Pedestrian Crossing Control assessment	6
6.1. Initiation and Screening	6
6.1.1. Initiation	6
6.1.2. Screening	7
6.2. Assessment and Treatment Selection	7
6.2.1. Preliminary Assessment.....	8
6.2.2. Treatment Selection	9
6.3. Ranking and Approval	9
6.3.1. Ranking	9
6.3.2. Funding Allocation	10
6.4. Implementation	10
6.4.1. Design	10
6.4.2. Installation	11
6.5. Monitoring and Evaluation	11

APPENDICES

Appendix A – Request Form

LIST OF TABLES

Table 1: Ranking Criteria and Point Allocation for Crossing Control Requests	10
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1. INTRODUCTION

The City of Corner Brook (the “City”) regularly receives requests to install marked crosswalks from residents, business and institutions. However, the installation of crosswalks markings alone does not necessarily establish a safe pedestrian crossing. There are a number of factors that need to be considered in establishing the need for a crossing, selecting the location of a crossing and the type of crossing.

As part of the *Transportation Study* the City is developing the tools and policies required to better manage its transportation network. This includes the development of a *Crosswalk Policy* to provide procedures for the investigation and implementation of pedestrian crossing control on streets in the City of Corner Brook.

The intent of this document, the *Process for Installing Crosswalks*, is to supplement the *Crosswalk Policy* and establish a process to evaluate locations to ensure that pedestrian crossing control is established in a consistent manner. This process will ensure that locations for pedestrian crossing are evaluated in a consistent manner and using objective criteria, and that appropriate crossing control treatments are selected based on traffic volumes, speed and the physical characteristics of the crossing.

1.1. Definitions

For this document, unless otherwise stated, the following definitions apply:

- **City:** The City of Corner Brook.
- **Council:** City Council for the City of Corner Brook.
- **Crosswalk:** Any part of a roadway specifically intended for pedestrian crossing which may be so indicated by signs, lines, markings or other devices.
- **Operating Speed/85th Percentile Speed:** The speed at, or below which 85 percent of vehicle on a street are travelling. Considered the operating speed of a street.
- **Posted Speed Limit:** The maximum speed prescribed for motor vehicles on a street by Municipal regulations or the *Highway Traffic Act* and signed accordingly.
- **TAC:** Transportation Association of Canada

2. EXISTING CROSSWALK POLICY

The existing Crosswalk Policy¹ adopted in November 1994 (Policy No. 05-02-02) states that:

1. All existing and future crosswalks to meet minimum design standards for road markings and signage.
2. All future crosswalks to be the “zebra block” type and all existing crosswalks to be changed accordingly. Appropriate signs for school zones and heavy traffic areas be erected.
3. No mid-block crosswalks to be approved in future without an overhead light.
4. Remove, or make safe, all existing mid-block crosswalks.

¹ City of Corner Brook. Crosswalk Policy, 05-02-02. November 1994.



3. CROSSWALKS FUNDAMENTALS

The Newfoundland and Labrador Highway Traffic Act², defines a crosswalk as:

- a part of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other markings on the surface, or
- the part of a roadway at an intersection that is included within the connection of the lateral lines of the sidewalks on the opposite sides of a highway, measured from the curbs or, in the absence of curbs, from the edges of the roadway.

Crosswalks are defined by three characteristics:

- Marked or unmarked;
- Controlled or uncontrolled; and
- Intersection or mid-block.

Marked crosswalks: marked crosswalk have signs and pavement markings that extend from the corner of one sidewalk, to the corner of the opposite sidewalk. Marked crosswalks may be located at intersections or located at mid-blocks (between intersections).

Unmarked crosswalks: unmarked crosswalks have no signs or pavement markings. Unmarked crosswalks exist at every intersection.

Controlled crosswalk: a crosswalk located on an approach where vehicle traffic is controlled by a stop sign or traffic control signal.

Uncontrolled crosswalk: a crosswalk located on an approach where vehicle traffic is not controlled.

Intersection crossing: Most pedestrian crossings are located at intersections. By law, crosswalks exist at intersections, whether marked or unmarked.

Mid-block crossings: are located between intersections, they are typically used to provide connectivity in the pedestrian network where:

- the spacing between intersection exceeds a reasonable distance (typically 100 to 200 metres);
- where there are significant pedestrian generators (i.e. schools, shopping centres, parks) on both sides of the street; and/or
- locations with heavy pedestrian traffic (i.e. near mid-block transit stops).

Mid-block crosswalks must be marked with pavement markings and signage at minimum to legally establish pedestrian right-of-way.

² Highway Traffic Act, RSNL1990, c. H-3, as amended.
<https://www.assembly.nl.ca/legislation/sr/statutes/h03.htm>

4. PEDESTRIAN CROSSING CONTROL DEVICES

Pedestrian crossing control devices are traffic control devices including signs, pavement markings, pedestrian-activated assemblies and traffic signals that can be used to convey information and traffic regulations at pedestrian crossings.

All traffic control devices are to conform to the Transportation Association of Canada (TAC) *Manual of Uniform Traffic Control Devices for Canada*³.

4.1. Signs

Pedestrian Crosswalk Sign (RA-4): used to indicate the location of a pedestrian crosswalk. The sign must be installed on both sides of the road with the appropriate right or left version used so that the pedestrian symbol appears to be walking towards the centre of the road. Crosswalk signs must not be installed on approaches controlled by traffic signals or stop signs.



School Crosswalk Sign (R4-3): used to indicate the location of a pedestrian crosswalk. The sign must be installed on both sides of the road with the appropriate right or left version used so that the pedestrian symbol appears to be walking towards the centre of the road.



Special Crosswalk Overhead Sign (RA-5): used to indicate the location of a special crosswalk. The sign must be installed over the road with the appropriate right or left version used so that the pedestrian symbol appears to be walking towards the centre of the road. The sign must only be installed as part of the Special Crosswalk Sign assembly (Refer to Section 4.3 for further information).



Pedestrian Crosswalk Ahead Sign (WC-2): used in advance of a designated crosswalk with either ground-mounted or overhead signs where visibility is limited.



School Crosswalk Ahead Sign (WC-16): used in advance of a designated school crosswalk with either ground-mounted or overhead signs where visibility is limited.



³ Transportation Association of Canada. *Manual of Uniform Traffic Control Devices for Canada*, Sixth Edition. June 2021.



4.2. Pavement Markings

Twin Parallel Line Crosswalk Markings: two parallel white lines spaced no less than 2.5 metres apart. The lines delineate the pedestrian travel path. Parallel line markings are the standard crosswalk type and are typically used at crosswalk locations that are controlled by a stop sign or traffic signals.



Zebra Crosswalk Markings: wide, white lines aligned parallel to the vehicle travel lines. Zebra crosswalks enhance the visibility of the crosswalk. Zebra markings must be used at school crosswalk locations, Special Crosswalks and RRFB installations.



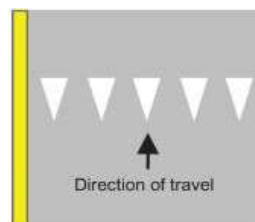
Ladder Crosswalk Markings: a combination of Twin Parallel and Zebra Crosswalks. Ladder markings are typically used where local regulations require parallel lines but the heightened visibility of the zebra markings is desired.



Elephant's Feet Bicycle Markings: broken lines used to define crossing areas reserved for bicycles. They are used at bicycle lane crossings and crossrides. Crossrides are used instead of crosswalks at shared use pathways. In many jurisdictions, cyclists are required to dismount at crosswalks and cross as pedestrians by walking their bicycle. With a crossride cyclists are permitted to ride within the crossing.



Advanced Yield to Pedestrians Line Markings: line of solid white isosceles triangles pointing in the upstream direction used to indicate the point at which vehicles approaching the crossing must stop when yielding to pedestrians in the crosswalk. They are used in advance of marked and signed crosswalks on multi-lane approaches to discourage vehicles from stopping too close to the crosswalk. Advanced yield to pedestrians line markings should not be used at crosswalk locations that are controlled by a stop sign or traffic signals or at crosswalks on roundabout entries and exits.





4.3. Flashing Warning Indications and Traffic Control Signals

Rectangular Rapid Flashing Beacon (RRFB): a pedestrian activated crosswalk treatment system which consist of two rapidly and alternately flashing rectangular amber beacons mounted above the side mounted pedestrian crossing signs.

Overhead Flashing Beacon (also known as Special Crosswalk or RA-5 Crosswalk): a pedestrian activated crosswalk treatment system which consist of overhead and side mounted alternately flashing amber beacons. The overhead RA-5 signs are internally illuminated and provide additional down lighting on the crosswalk area.

Pedestrian Signal (also known as Half Signal): a pedestrian crossing equipped with traffic control signals for vehicles the major street and "walk" and "don't walk" pedestrian indicators. If the half signal is located at an intersection, vehicles on the side street are controlled by stop signs. The traffic signals are pedestrian activated; vehicle indications remain green until a pedestrian activates the crossing, at which time the vehicle indications switch to amber and then red to allow the pedestrian "walk" and flashing "don't walk" pedestrian indications.

5. DEVELOP AN INVENTORY OF EXISTING FACILITIES

The City should develop an inventory of marked crosswalks throughout the City to understand current conditions and identify issues that need to be addressed. The inventory could document specific crosswalk details including:

- Pedestrian volume (as required to reevaluate);
- Pedestrian demographics (children, older pedestrians);
- Intersection or mid-block;
- Control type (stop, yield, traffic control signals, no control);
- Crosswalk pavement markings (marking style, material, condition, advance lines);
- Crosswalk signs (type, advance warning signs, condition);
- Crosswalk beacons (type, position);
- Pedestrian activation feature (pushbutton, automated detection);
- Vehicle lane configuration;
- Vehicle volume (as required to reevaluate);
- Vehicle speed (posted and operating);
- Conflicting vehicle movements (intersections, driveways);
- Traffic signal phasing (protected/permitted left turn across crosswalk);
- Intersection geometry (crossing distance, corner radii, median);
- Sight distance (stopping sight distance, no parking signs and markings, horizontal or vertical curve obstructions);
- Accessibility (curb ramps, tactile plates); and
- Lighting.

The inventory should be maintained in a Geographic Information System (GIS) database and updated as crosswalks are modified, removed or added through this policy. Developing an inventory of existing crosswalks will allow the City to adopt a proactive approach to reviewing locations by identifying existing issues and gaps in the pedestrian network.



6. PEDESTRIAN CROSSING CONTROL ASSESSMENT

The *Process for Installing Crosswalks* was developed to manage requests for marked crossings in a transparent and consistent manner, where the need for a crosswalk is established based on objective criteria. Available literature, guidelines and best practices were reviewed to guide the development of this process.

Candidate sites for pedestrian crossing control will be evaluated in accordance with the *TAC Pedestrian Crossing Control Guide*⁴. The guide promotes uniformity in the approach to providing pedestrian crossing control. Pedestrian crossing assessment can be initiated for a new marked crosswalk or the review of the crossing control treatment at an existing crosswalk.

The process used to evaluate requests for pedestrian crossing control is organized in five stages and guides the entire project timeframe from initiation to post-implementation. Each stage is briefly described below and detailed steps are provided in the following sections.

Stage 1 Initiation and Screening: Requests are received and undergo a screening process to determine eligibility.

Stage 2 Assessment and Treatment Selection: If a request passes the initial screening process, an assessment will be conducted to determine if a location is a candidate for pedestrian crossing control. The preliminary assessment is based on a review of pedestrian and traffic volumes and pedestrian desire lines. If a location is a candidate for pedestrian crossing control, the appropriate treatment will be selected based on roadway characteristics and traffic volume.

Stage 3 Ranking and Approval: Requests that pass the assessment are ranked to ensure the higher risk locations are addressed first. Funding allocation is required to proceed to the implementation stage.

Stage 4 Implementation: The purpose of the project implementation stage is to complete the detailed design and construction of the pedestrian crossing.

Stage 5 Monitoring and Evaluation: The purpose of the evaluation stage is to monitor the effectiveness of the pedestrian crossing and refine the installation as required.

6.1. Initiation and Screening

6.1.1. Initiation

A pedestrian crossing assessment can be initiated by:

- Requests from residents, elected officials and stakeholders; and
- City staff where safety concerns or deficiencies are identified by the inventory and/or collision data, desire lines are identified or the need for reassessment is identified through the monitoring program.

⁴ Transportation Association of Canada. *Pedestrian Crossing Control Guide*, 3rd edition. June 2018.



TRANSPORTATION STUDY Process for Installing Crosswalks

Pedestrian crossing assessment should also be initiated proactively through traffic impact studies for new developments as part of the development application process.

For residents and stakeholders to initiate the pedestrian crossing process, the applicant must submit a standard application form to the City. The form requires the applicant to provide the following information: name, contact information, date of application, location/area of concern, traffic concern, time of day, day of week, season the concern occurs.

The “Pedestrian Crossing Request Form” contained in **Appendix A** will be made available on the City website and in hard copy at City Hall.

6.1.2. Screening

Upon receiving a request, a screening process will be conducted to determine if the requested location is eligible for the consideration of pedestrian crossing control.

A location may not be considered for a pedestrian crossing control assessment in the event that:

- A request has been investigated within the last 5 years and did not qualify for pedestrian crossing control; or
- A pedestrian crossing control treatment was previously installed and removed within the last 10 years.

If a location is not eligible for pedestrian crossing control based on the conditions above or a similar request is already under review the process is completed and the applicant will be notified of the result.

A database of all pedestrian crossing control requests, documenting their approval/rejection throughout the entire process will be maintained by City staff to facilitate the review of subsequent requests for the locations.

6.2. Assessment and Treatment Selection

If a request passes the initial screening process, an assessment will be conducted to determine if a location is a candidate for pedestrian crossing control. The need for pedestrian crossing control and which type of crossing treatment is appropriate for a specific location will be determined based on the TAC *Pedestrian Crossing Control Guide Decision Support Tool (DST)*.

The DST consists of:

1. Preliminary assessment to identify whether a location is a candidate for pedestrian crossing control, and
2. Treatment selection.



6.2.1. Preliminary Assessment

The assessment considers many factors, including vehicle volumes, pedestrian volumes, pedestrian demographics, proximity to the nearest traffic control device (traffic signal, stop sign or another pedestrian crossing), pedestrian desire lines and system connectivity.

The four steps outlined in the DST must be followed with the following considerations:

1. Check traffic signal warrant: The traffic signal warrant is to be checked using the methodology of the TAC *Traffic Signal and Pedestrian Signal Head Warrant Handbook*⁵.
2. Evaluate pedestrian and vehicle volumes: Pedestrian volume is an important consideration in whether a location is a candidate for pedestrian crossing control. The DST includes a minimum pedestrian volume threshold of 100 Equivalent Adult Units (EAUs) over a 7-hour count period within a single day, this is equivalent to an hourly average of 15 EAUs.

It is rare for crosswalks in Newfoundland and Labrador that are not located in major urban areas where pedestrian volumes are generally higher overall (e.g., directly adjacent to schools, or within busy office/business districts) to meet the pedestrian volumes threshold of 100 EAU over a 7-hour period. The guide recognizes this and notes that *"In many cases, potential crossing locations in smaller and/or rural communities may not meet the minimum pedestrian thresholds described in this Guide. Despite the low level of pedestrian volumes, installation of a pedestrian crossing control treatment may still encourage the overall continuity and connectivity of the pedestrian network or serve latent pedestrian crossing demand"*.

Engineering judgement is to be used to determine if the location is on a pedestrian desire line which is not served by the existing pedestrian network and needed to provide system connectivity.

The DST's minimum vehicle volume of 1,500 vehicles per day is to be used.

3. Identify the proximity to the nearest traffic control device: A distance 'd' of 150 metres is to be used.

For requests that do not pass the preliminary assessment process, the process is completed, and the applicant will be notified of the result. Requests to reassess a location that did not pass the assessment will not be considered until:

- A minimum of 5 years from the date that the determination was made; or
- City staff determines there have been significant changes to the location's characteristics.

⁵ Transportation Association of Canada. Traffic Signal and Pedestrian Signal Head Warrant Handbook. June 2014.



6.2.2. Treatment Selection

Once a site has passed the assessment, the treatment will be selected using the DST's Treatment Selection Matrix. The matrix indicates the type of treatment to use at a site based on average daily traffic, the speed limit, the number of lanes per direction and the presence of a raised pedestrian refuge island or median.

The matrix will recommend one of the following treatments:

- Marked crosswalk with side-mounted signs;
- Marked crosswalk with side-mounted signs and additional enhancements;
- Marked crosswalk with rectangular rapid flashing beacons;
- Marked crosswalk with overhead flashing beacons; or
- Marked crosswalk with pedestrian half signal at an intersection or mid-block.

Where traffic speed data is available near the crossing location and the operating speed is significantly higher than the posted speed limit, City staff may require that the operating speed be considered in the treatment selection process or that appropriate traffic calming measures be considered in the crosswalk design.

6.3. Ranking and Approval

6.3.1. Ranking

If a request passes the assessment and qualifies for the implementation of crossing control, the request will be ranked using a weighted point system. The point system considers various criteria including roadway characteristics, vehicle volume, pedestrian volume, collisions, vulnerable pedestrian generators and transit access to prioritize crosswalk locations. The point system is outlined in Table 1.

The ranking process prioritizes the requests based on risks and needs to ensure higher risk locations with higher usage are addressed first when limited funding amounts are allocated for the implementation of crossing control. The ranking considers a total score out of 100 points for each qualified request; a higher score indicates a higher priority.

All qualified locations will be included on a prioritized list, based on their ranking scores, for implementation as part of the annual Public Works Maintenance Budget. The priority list for crossing control provides City staff and Council with an up-to-date priority listing of locations that require attention to guide approval and funding allocation. The priority list is constantly updated as new requests are added and as requests are removed when they receive approval for funding.



TRANSPORTATION STUDY Process for Installing Crosswalks

Table 1: Ranking Criteria and Point Allocation for Crossing Control Requests

Criteria	Measure	Point Allocation	Maximum Points
Roadway Characteristics	Speed limit	10 points for a speed limit > 50 km/h 5 points for a speed limit of 50 km/h 0 points for a speed limit < 50 km/h	10
	Number of lanes	0 points for ≤2 lanes 5 points for 3 or 4 lanes 10 points for ≥5 lanes	10
Vehicle Volume	Daily traffic volume	1 point for every 500 veh/day	25
Pedestrian Volume	Average hourly EAUs	1 point per 1 EAU	20
Collisions	Number of Collisions	5 points per collision involving pedestrians or cyclists in the last 3 years	15
Vulnerable Pedestrian Generators	Nearby facilities	5 points for each school, park or playground within 500m of the crossing location	15
		1 point for each generator within 500m of the crossing location (community centre, seniors' facility, licensed child care centre, etc.)	
Transit Access	Transit stops	5 points for the presence of a transit stop within 150m of the crossing location	5
Total Points			100

6.3.2. Funding Allocation

In order for a crossing control request to proceed to the design and implementation stage, it must be allocated funding. Funding should be allocated based on the prioritized list, with the following exceptions:

- Where there is an integration opportunity with a scheduled street or intersection upgrading project, that location will take priority, regardless of its position on the prioritized list; or
- Where there is an integration opportunity with the construction of a new development.

Scheduled street or intersection upgrading projects will be evaluated in accordance with the *Process for Installing Crosswalk* screening and assessment process. If they pass the assessment, crossing control should be installed during the upgrading project.

6.4. Implementation

Once funding has been allocated to a request, the project will proceed to the detailed design, tender and construction phases.

6.4.1. Design

The design of the crossing will be developed based on the selected treatment. The design of the crossing will consider:



- Adequate stopping sight distance, as per the TAC *Geometric Design Guide for Canadian Roads*⁶, at the crossing location or advanced warning devices where the crosswalk location can not provide adequate stopping sight distance;
- Geometric improvements to reduce traffic speeds, increase pedestrian visibility and/or shorten crossing distance (curb radius reduction, curb extension, raised crosswalk);
- Accessibility (curb cuts, ramps and tactile plates); and
- Lighting.

6.4.2. Installation

Once the design has been approved by Council, the project will proceed to the tender and construction phases. Throughout this stage, documentation supporting the implementation of the crossing control should be issued to any identified stakeholders and/or the public at large.

6.5. Monitoring and Evaluation

Once the crossing control treatment has been installed, City staff should monitor and evaluate its performance. Performance indicators such as collisions per year, changes in pedestrian and traffic volumes, user satisfaction and vehicle and pedestrian delay should be monitored and evaluated periodically. Monitoring of these indicators can identify the need to initiate the reassessment of the pedestrian crossing control. Monitoring should take place at least once every 5-year period.

⁶ Transportation Association of Canada. *Geometric Design Guide for Canadian Roads*. June 2017.



APPENDIX A – REQUEST FORM

PEDESTRIAN CROSSING REQUEST



To initiate a pedestrian crossing assessment, please complete this form and return it to the City of Corner Brook.

Applicant Name: _____

Mailing Address: _____

E-mail Address: _____

Please select the type of request:

- ☐ New crosswalk location
☐ Upgrade to an existing crosswalk

Please identify the crosswalk location to be reviewed.

For a general area to be reviewed indicate a road segment (i.e. O'Connell Drive between Boones Road and Walbournes Road).

For a specific mid-block location, specify a nearby Civic address or business (i.e. Caribou Road at Colemans).

For a specific intersection location, specify both street names (i.e. Mt Bernard Avenue at Randolph Street).

Please select any of the following concerns occurring at this location:

- ☐ High vehicle speeds
☐ High volume of vehicle traffic
☐ Presence of vulnerable pedestrians (i.e. young children, seniors)
☐ Collisions involving pedestrians or cyclists
☐ Other: _____

Please provide any additional information relating to your concerns/request:

Signing below indicates your understanding that the City of Corner Brook will assess your pedestrian crossing request in accordance with the *Crosswalk Policy*.

Applicant Signature: _____

Date: _____



CITY OF CORNER BROOK

Index	Parking and Traffic	Section	Streets		
Title	Crosswalk Policy	Policy Number	05-02-02	Authority	Council
Approval Date	16 Nov 94	Effective Date	16 Nov 94	Revision Date	

POLICY STATEMENT

1. All existing and future crosswalks to meet minimum design standards for road markings and signage.
2. All future crosswalks to be the "zebra block" type and all existing crosswalks to be changed accordingly. Appropriate signs for school zones and heavy traffic areas be erected.
3. No mid-block crosswalks to be approved in future without an overhead light.
4. Remove, or make safe, all existing mid-block crosswalks.

REFERENCE

Minute 94-107 (Nov. 16/94), Minute TC94-31 (Traffic Commission Minutes)

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK



Request for Decision (RFD)

Subject: Recreational Vehicles Regulation – Revised Schedule “A”

To: Darren Charters

Meeting: Regular Meeting - 12 May 2025

Department: Protective Services

Staff Contact: Todd Flynn, Director of Protective Services

Topic Overview: : After the continued success of Recreational Vehicle Regulation, the City is further considering the addition of more streets to the list of streets that All Terrain Vehicles can legally operate in the City of Corner Brook, during the ATV season, as noted in the current regulation.

Attachments: [Copy-Notice of Motion Recreational Vehicle Regulation 2022 2025-04-14-1 Recreational Vehicle Regulations May12 2025](#)

BACKGROUND INFORMATION:

The Corner Brook Bay of Islands Yacht Club has requested that the ATV Community be able to access their facilities. The Corner Brook Bay of Islands Yacht Club is a non-profit organization that includes full service, laundry, washrooms, showers, a members lounge, and a 70-boat capacity, that operates from May to October. This is a prime location for ATV riders & tourists to stop and enjoy their facilities.

This amendment to Schedule A will connect the current designated route of Petries Street to Pikes Avenue, and Connors Road to Bartletts Avenue, enabling access to the Bay of Islands Yacht Club.

The City conducted public consultation on this motion and received no comments.

PROPOSED RESOLUTION:

BE IT RESOLVED that pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 15 of the of the Offroad Vehicles Act, 2021 and all other enabling powers, the Council of the City of Corner Brook hereby repeals the current Recreational Vehicles Regulation 2022 and replaces it with the Recreational Vehicles Regulations as attached hereto.

FINANCIAL IMPACT:

There will be more signage required on the newly permitted streets, if the motion is approved.

LEGAL REVIEW:

Amendment is like 2022 revision that was reviewed at that time.

RECOMMENDATION:

City staff *recommend* the approval of all streets as proposed.

ALTERNATIVE IMPLICATIONS:

(What are 3 key options, what are the implications with each)

1. Proceed with the above motion to add all streets as proposed.
2. Proceed with a revised motion that removes or replaces “Designated Streets”.
3. Cancel the motion and not revise the regulation.

Director of Protective Services

Approved - 06 May 2025

City Manager

Approved - 06 May 2025

Administrative Assistant

Approved - 06 May 2025

City Manager

Notice of Motion

Recreational Vehicles Regulation, 2022

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Whereas sections 201 and 202 of the City of Corner Brook Act authorize Council to make regulations:

- Prohibiting or controlling the operation of recreational vehicles not licenced under the Highway Traffic Act on public roads and bridges;

And further, Section 15 of the Off-Road Vehicles Act, 2021, authorize Council to make regulations:

- Permitting the driving of vehicles or a class of vehicles along or across a highway or part of a highway in a municipality;

Notice is hereby given that at the Public Council Meeting on May____, 2025, the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and Section 15 of the Off-Road Vehicles Act, 2021, and all other enabling powers, the Council of the City of Corner Brook hereby amends the Recreational Vehicles Regulation 2022, by adding a revised Schedule A which will permit operation on the added streets of Pikes Avenue, Connors Road, and Bartletts Avenue.

Background: The Corner Brook Bay of Islands Yacht Club is requesting that the ATV Community be able to access their facilities. The Corner Brook Bay of Islands Yacht Club is a non -profit organization that includes a full-service, laundry, washrooms, showers, members lounge, a 70-boat capacity, that operates from May to October. This is a prime location for ATV riders & tourists to stop. This amendment to Schedule A will connect the current designated route of Petries Street to Pikes Avenue, and Connors Road to Bartletts Avenue enabling access to the Bay of Islands Yacht Club.

CITY OF CORNER BROOK RECREATIONAL VEHICLES REGULATION

Pursuant to the provisions of section 15 of the Off-Road Vehicles Act, R.S.N.L. 1990 c. M-20 and sections 44, 188, 201, 202, & 271 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the 12th day of May, 2025, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation.

Definitions

2. In these Regulations:
 - a. "All-terrain vehicle" means a side by side and any other 3 or more wheeled motorized vehicle, designed or adapted for off-road use;
 - b. "City" means City of Corner Brook;
 - c. "Council" means Corner Brook City Council;
 - d. "Designated route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
 - e. "Director" means the Director of Protective Services;
 - f. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act and the Off-Road Vehicles Act*;
 - g. "Highway" means any public highways, streets, roads or roadways, assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
 - h. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;
 - i. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;
 - j. "Off-Road Vehicles Act" means the Newfoundland and Labrador Off-Road Vehicles Act, RSNL 1990 Chapter M-20;

- k. “Public pathway” means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;
- l. “Trailhead” means the point where an All-Terrain trail begins.

Designated Routes

- 3. All-terrain vehicles, as defined by these regulations, are permitted to be used on any highway or pathway set out in Schedule A provided that they are operated in the manner as set forth in these Regulations.
- 4. Operation on provincial roadways within the City’s municipal boundaries shall be in the manner described by Section 14 of the Off-Road Vehicles Act and only to access the designated routes or trailheads as set forth in Schedule A.

Prohibited Routes

- 5. No person shall operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” unless they have a valid permit from the City issued in accordance with section 6 herein and the all-terrain vehicle is operated in compliance with all conditions, specifications, and restrictions prescribed by that permit or for a special event as defined in Section 7.

Permit to Deviate from the Designated Routes

- 6. Persons who otherwise qualify to operate an all-terrain vehicle in accordance with these Regulations and in accordance with all other laws applicable to operation of an all-terrain vehicle within the Province of Newfoundland and Labrador may make application to the City to obtain a permit:
 - a. to operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” for the sole purpose of travelling to or from a designated route or trailhead;
 - b. to operate a tour/s, as a registered tour operator, using all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” for the purpose of travelling to or from a designated route, a trailhead, a tourist site, or other City amenity for the purposes of tourism;
 - c. and such permit application shall be made only by the owner of the all-terrain vehicle and every application shall be in the form prescribed by the City and shall include such documents or other information as the City may require and shall be accompanied by the permit fee set forth by the City in Schedule “B”.

- d. and persons who receive such permit to deviate from a designated route must keep their permit posted on their all-terrain vehicle at all times ensuring it is clearly visible to an enforcement officer during operation on the non-designated route.
- e. and persons who are operating an all-terrain vehicle pursuant to a permit to operate on an undesignated route must abide by all conditions and restrictions set out in their permit, including but not limited to the following of the route prescribed in their permit.

Special Events

- 7. For a special event to be held within the city, Council may grant permission to allow all-terrain vehicles operate on all or specific highways temporarily to support the event. All other prescriptions of these regulations shall apply.

Snowmobiles

- 8. No person shall use or permit to be used a motorized snow vehicle on any highway within the City.

Rules of Operation

- 9. No person shall operate an all-terrain vehicle upon a City highway unless:
 - a. that person travels upon the designated route as outlined in Section 3 of these regulations or the route prescribed by a permit issued pursuant to Section 6 of these Regulations;
 - b. the vehicle and its driver operate in accordance to the *Off-Road Vehicles Act*;
 - c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
 - d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
 - e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
 - f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;

- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

Rules of the Road

- 10. Unless otherwise stated in these regulations, the driver of an all-terrain vehicle shall adhere to the “rules of the road” as described in Part V of the Newfoundland *Highway Traffic Act* or any similar or successor legislation.

Times of Operation

- 11. No person shall operate an all-terrain vehicle on a Highway located within the City outside of the season prescribed annually by Council resolution for operation of All-Terrain vehicles within the City. In the event that Council does not resolve to prescribe a season under these Regulations in any given year, the season shall commence on the 15th day of May and end on the 15th day of November.
- 12. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

Signage

- 13. Council may erect Warning, Cautionary, Directional, Limiting or Prohibiting signs as to the operation of all-terrain vehicles and any operator who fails to obey such signs is guilty of an offence under these regulations and or the Off-Road Vehicles Act.

Penalty

- 14. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Off-Road Vehicles Act RSNL Ch.M-20 as amended, the Off-Road Vehicles Regulations NL 1163/96 as amended, Highway Traffic Act RSNL 1990 ch. H-3 as amended*, or any other Provincial Statutes or Regulations or similar or successor legislation, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended.

Exemption

- 15. These regulations do not apply to vehicles owned and operated on behalf of the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Off-Road Vehicles Act.

Coming into Force and Repeal

16. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations 2022 are hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Jessica Smith, City Clerk, at the City of Corner Brook, this 12th day of May, 2025.

Mayor

City Clerk

Published by The Gazette –

First Reading – April 14, 2025

Second Reading –

References:

Previous Versions/Amendments

September 9, 2024

June 12, 2023

June 20, 2022

April 26, 2021

June 22, 2020

May 27, 2019

April 21, 2008

Schedule "A" (2025)

Permitted All-Terrain Vehicle Routes

All-terrain vehicles are permitted to travel on or along the following highways:

- Riverside Drive, west from intersection of the Northshore Highway;
- Main Street;
- Herald Avenue;
- Broadway;
- Pier Road;
- Griffin Drive;
- Petries Street (from the intersection of Curling Street to the intersection of McLeod's Lane);
- McLeod's Lane;
- Park Street;
- West Street;
- Todd Street;
- Chestnut Street;
- Confederation Drive;
- Massey Drive;
- Lundrigan Drive;
- Sunnyslope Drive;
- Country Road;
- Poplar Road;
- Caribou Road (from intersection of Poplar to Broadway);
- West Valley Road;
- Corporal Pinksen Memorial Drive;
- University Avenue (from intersection of Corporal Pinken Memorial Drive south to O'Connell Drive);
- Mt. Bernard Avenue;
- Pikes Avenue to the Bay of Islands Yacht Club
- Connor's Road to Bartlett's Avenue to the Bay of Islands Yacht Club

All-terrain vehicles are permitted to travel on or along the following public pathways:

- Trail between the end of Pier Road and Griffin Drive.

All-terrain vehicles can travel the designated one-kilometer zone/s on the provincially owned highways as follows:

- Lewin Parkway to access the designated route of Lundrigan Drive;
- O'Connell Drive extension to access the designated route of McLeod's Lane;
- North Shore Highway (Route 440) to access the Hughes Brook trailhead.

Schedule “B”

Fees for Permit to Deviate from the Designated Routes

Permit Fee/s:

All-Terrain Vehicle and up to 4 drivers \$25.00

Tour Operator per All-Terrain Vehicle \$10.00

Replacement of a lost permit \$15.00