



## 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 **Monday, March 4, 2019 at 7:00 PM. Council Chambers, City Hall.**

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CITY CLERK

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|----------|--|
| <b>1</b> | <b>CALL MEETING TO ORDER</b>   |
| <b>2</b> | <b>APPROVALS</b>   |
|          | 2.1 Approval of Agenda   |
| 3 - 6    | 2.2 Approval of Minutes ( <b>Regular Council Meeting - 11 February 2019</b> )                                |
| 7 - 8    | 2.3 Confirmation of Minutes  |
| <b>3</b> | <b>BUSINESS ARISING FROM MINUTES</b>   |
| <b>4</b> | <b>CORRESPONDENCE/PROCLAMATIONS/PETITIONS/</b>   |
| 9 - 11   | 4.1 Proclamations<br>1) Heritage Day/Week - February 18, 2019<br>2) Purple Day for Epilepsy - March 26, 2019 |
| <b>5</b> | <b>TENDERS</b>   |
| 13 - 14  | 5.1 Georgetown Road Culvert Replacement and Lift Station - Part A<br>Contract No. 2018-14                    |
| 15       | 5.2 Supply of Equipment - One (1) New Skid Steer Loader with<br>Attachments                                  |
| <b>6</b> | <b>REPORTS</b>   |
| 17 - 18  | 6.1 STAR - Public Consultation Session- Idea Generation  |
| 19       | 6.2 SPCA Update  |
| <b>7</b> | <b>PLANNING AND DEVELOPMENT</b>  |

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21 - 24	7.1 Crown Land Application - Lower Humber River
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55 - 58	8.2 Gas Tax - Capital Investment Plan
<b>9</b>	<b>REGULATION/POLICY</b>
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<b>10</b>	<b>ADJOURNMENT</b>

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 11 FEBRUARY, 2019 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	D. Park, Director of Finance and Administration
Councillors:	T. Buckle	D. Charters, Director Community Engineering Development and Planning
	J. Carey	D. Burden, Director of Public Works, Water and Waste Water Services
	L. Chaisson	
	V. Granter	M. Redmond, City Clerk
	B. Staeben	B. Tibbo, Seargent-At-Arms

The meeting was called to order at 7:00 p.m.

**19-17      Approval of Agenda**

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is It is **RESOLVED** to approve the agenda for the Regular Council Meeting, February 11, 2019, as circulated **MOTION CARRIED.**

**19-18      Approval of Minutes - Regular Council Meeting- January 21, 2019**

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of January 21, 2019, as presented. **MOTION CARRIED.**

**19-19      Business Arising From Minutes**

No items were brought forward.

**19-20      Proclamations**

Mayor J. Parsons announced that a proclamation was signed in support of Violence Prevention Month - February 2019.

**19-21      Winter Carnival 2019**

Mayor Parsons provided an update on the events of the Corner Brook Carnival 2019 including the City sponsored events as follows:

- Friday, February 15, 2019 6:00 pm Flag Raising and Lighting of the Carnival Torch at City Hall.
- Saturday, February 16, 2019 11:30 am – 1:00 pm Chili "Cook-Off" Lunch at the Civic Centre Studio Lobby.

Councillor L. Chaisson took the opportunity to thank all the participants of the Ambassador Program and congratulated the 2019 Ambassador winners. She also encouraged youth to participate in the Leifling Contest.

**19-22      Tax Payments**

Council reminded residents there is a 1% discount applied on Municipal and Business tax paid in full on or before the listed discount date. The discount deadline for property tax is February 28th and the discount deadline for business tax is March 29th.

**19-23      Civic Center Service Agreement**

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to award the Civic Center Building Automation System Hardware and Software Maintenance Service Agreement to Honeywell Building Solutions for three years at the amount of \$28,500 plus HST for the first year, \$23,500 plus HST for two additional years. **MOTION CARRIED.**

**19-24      Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera Contract**

On motion by Councillor L. Chaissoon, seconded by Councillor T. Buckle, it is **RESOLVED** to award the contract to FST Canada Inc. O/A Joe Johnson Equipment for the amount of \$30,739.50 (taxes included) for the supply of One (1) Sewer Video Inspection Lateral Camera & One (1) Sewer Video Inspection Mainline Camera. **MOTION CARRIED.**

**19-25      Corner Brook Regional Recreation Centre**

On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to accept the proposal from SNC LA VALIN with an estimated total cost of \$113,441 HST for the Corner Brook Regional Recreation Center. **MOTION CARRIED.**

There was some further discussion regarding funding for the Recreational Center Request for Proposal. It was confirmed that the RFP is being funded partially by the remaining funds previously approved for the Aquatic Centre study. Any additional funds above the remaining funds from the Aquatic Centre would be funded in full by the City unless Council otherwise receives or allocates funding elsewhere.

**19-26      STAR Corner Brook Public Stakeholder Update**

Council received an update from the STAR Committee regarding STAR Public Stakeholder Sessions.

**19-27      Municipal Plan Amendment 18-09 & Development Regulation 18-09 - ATV/Snowmobile Trails**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that Council approve Municipal Plan — Development Regulations Amendment 18-09 as proposed, as per the Urban and Rural Planning Act 5.23 (3). **MOTION CARRIED.**

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- 19-28      Municipal Plan Amendment 18-09 & Development Regulation18-09 - ATV/Snowmobile Trails**  
On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is It is further **RESOLVED** that Council submit Municipal Plan — Development Regulations Amendment 18-09 for registration, as per the Urban and Rural Planning Act 5.23 (4). **MOTION CARRIED.**
- 19-29      Municipal Plan Amendment 18-09 & Development Regulation18-09 - ATV/Snowmobile Trails**  
On motion by Deputy Mayor B. Griffin , seconded by Councillor L. Chaisson, it is **RESOLVED** to advertise a Notice of Registration in the Gazette and the Western Star newspaper to advise on the effective date of the registered amendment, as per the Urban and Rural Planning Act s.24(2). **MOTION CARRIED.**
- 19-30      Home Base Business - 30 Hann Crescent**  
On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED**, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation, approve the application to operate a home based business office from the dwelling located at 30 Hann Crescent. **MOTION CARRIED.**
- 19-31      Home Base Business - 9 Gilbert Street**  
On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED**, upon consideration of the matters as set out in accordance with Regulation 11, Discretionary Powers of Authority, Council in its discretion and as a result of the matters set out in this regulation, approve the application to operate a home based business office from the dwelling located at 9 Gilbert Street. **MOTION CARRIED.**
- 19-32      Apartment Building -114 Georgetown Rd**  
**Deputy Mayor B. Griffin disclosed he lives in close proximity to 114 Georgetown Road and for that reason declared he was in a Conflict of Interest on this agenda item.**  
  
On motion by Councillor J. Carey, seconded by Councillor T. Buckle it is RESOLVED that Deputy Mayor B. Griffin is in a Conflict of Interest on this agenda item. **(Councillor Chaisson voted against the motion).**  
**MOTION CARRIED.**  
  
**Deputy Mayor Griffin abstained from voting and discussion on this agenda item.**

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is RESOLVED, upon consideration that Council in its Authority, approve the application for the proposed use, "Apartment Building" in the existing building located at 114 Georgetown Road, Corner Brook, NL. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 7:35 p.m.

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City Clerk

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Mayor

## REQUEST FOR DECISION

*City Clerk's Office*

**SUBJECT:** Ratification of Decisions

**DESCRIPTION:** In accordance with section 41 (3) of the *City of Corner Brook Act*, “Where a decision is made by the councillors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council.”

**PROPOSED MOTION:**

**January 21, 2019 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC19-008 – Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to that the agenda for the Council in Committee meeting, January 21, 2019 be approved as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-010 – Corner Brook Day Concert - Sponsorship

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve staff to negotiate and enter into an agreement with Steady Entertainment to have the City of Corner Brook as the title sponsor for a concert event in the Civic Centre on July 20, 2019 with a maximum sponsorship of \$45,000. **MOTION CARRIED.**

**January 28, 2019 – Council in Committee Meeting**

It is **RESOLVED** to ratify minute CC19-011 – Approval of Agenda

On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to waive the twenty-four hour notice and approve the agenda for the Council in Committee meeting, January 28, 2019 to consider the following: Taxi Bylaws Appeals Committee. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-013 – Taxi Bylaws Appeals Committee

On motion by L Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** that, as per section 41 of the Taxi Bylaw, an Appeals Committee be established to hear appeals of a decision of a Taxi Inspector relating to the denial of a taxi license; and **FURTHER**, that representatives of the Public Safety Committee serve on the Committee along with the City Manager; and **FURTHER**, that Councillor B. Staeben be a designate in the event a representative is unavailable. **MOTION CARRIED.**

**February 11, 2019 – Council in Committee Meeting**


It is **RESOLVED** to ratify minute CC19-014 – Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to approve the agenda for the Council in Committee meeting, February 11, 2019, as presented. **MOTION CARRIED.**

It is **RESOLVED** to ratify minute CC19-016 – Ratification of Rental Agreement – Steady Entertainment Inc.

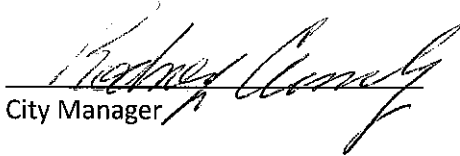
On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to approve the execution of the rental agreement with Steady Entertainment Inc. for a concert event in the Civic Centre on July 20, 2019 with the City providing a sponsorship to a maximum amount between \$20,000 - \$45,000.

Submitted by:

  
\_\_\_\_\_  
City Clerk's Office

March 4/2019  
Date:

Approved by:

  
\_\_\_\_\_  
City Manager

March 4/19  
Date:





**Heritage NL**  
www.heritagefoundation.ca

## **Heritage Day/Week Proclamation 2019**


**WHEREAS**, the third Monday in February is recognized nationally as Heritage Day; and

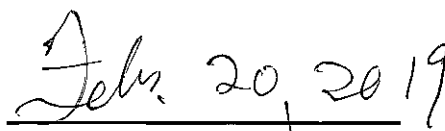
**WHEREAS**, Heritage Day and Heritage Week are a time to reflect on the achievements of past generations and to accept responsibility for protecting our heritage; and

**WHEREAS**, our citizens should be encouraged to celebrate Newfoundland and Labrador's uniqueness and to rejoice in our heritage and environment; and

**WHEREAS**, in 2019 the residents of Newfoundland and Labrador will celebrate our rich and diverse heritage.

**THEREFORE**, I, Mayor Jim Parsons on behalf of the City of Corner Brook, do hereby proclaim **Monday, February 18, 2019 as Heritage Day and February 18-24, 2019 as Heritage Week**, and call upon all citizens to celebrate the richness of our past and the promise of our future.

  
\_\_\_\_\_  
Mayor Jim Parsons  
City of Corner Brook

  
\_\_\_\_\_  
Date





# Proclamation

*Purple Day for Epilepsy*

*March 26th*

**WHEREAS,** Purple Day is a global effort to promote Epilepsy Awareness in countries around the world; and

**WHEREAS,** Purple Day was founded by nine-year-old Cassidy Megan of Nova Scotia, who wanted to let people know that if you have epilepsy you are not alone; and

**WHEREAS,** Epilepsy is one of the most common neurological conditions, estimated to affect more than 10,000 people in Newfoundland and Labrador, over 300,000 people in Canada, and 50 million people worldwide; and

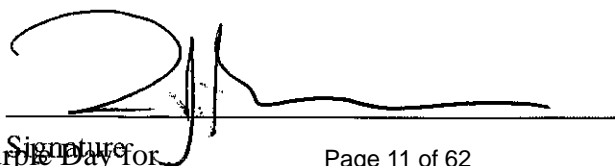
**WHEREAS,** One in ten persons will have at least one seizure during their lifetime; and

**WHEREAS,** The public is often unable to recognize common seizure types, and unable to respond with appropriate first aid; and

**WHEREAS,** Purple Day will be celebrated on March 26th annually to increase understanding, reduce stigma, and improve the quality of life for people living with epilepsy throughout the country and globally

**NOW, THEREFORE,** be it resolved that I, Jim Parsons, of Cornwall Brook, do hereby proclaim March 26th as Purple Day in an effort to raise awareness and understanding of epilepsy, and to support all those who live with seizures each day.

Dated this 20 day of February, 2019





# REQUEST FOR DECISION

Director of Community, Engineering, Development & Planning

**SUBJECT:** Georgetown Road Culvert Replacement and Lift Station – Part A  
Contract no. 2018-14

**DESCRIPTION:** Supply and place an additional 15.1 m3 of concrete headwall as per the Contract Unit Price of \$1,950.00 per m3 +HST totalling an amount of \$33,861.75.

**PROPOSED MOTION:** Be it is **RESOLVED** that the City of Corner Brook Council approve the Contract Change Order Number 2 for the Georgetown Road Culvert Replacement and Lift Station Contract No. 2018-14 in the amount of \$33,861.75 including HST.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** To approve the Contract Change Order Number 2 for the Georgetown Road Culvert Replacement and Lift Station Contract No. 2018-14 in the amount of \$33,861.75 including HST. **(Marine Contractors Inc.)**

**Legislative Authority:**

- City of Corner Brook Act: **Section**
- Public Procurement Act: **Regulation 15 (2)**

**Estimated Cost: \$33,861.75 (including HST)**

**Budget Line Item: 17-MYCW-18-00016**

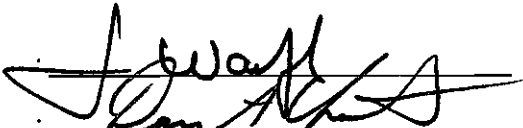

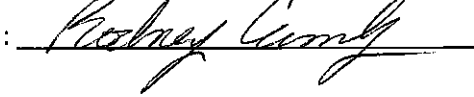
**Communication Strategy:**

**STANDING COMMITTEE COMMENTS:**

Implication:

**BACKGROUND:**

Report/Document:

Division Manager		Date: <u>Feb 26, 2019</u>
Director	: 	Date: <u>2019/02/26</u>
City Manager	: 	Date: <u>2019/02/26</u>

**CONTRACT CHANGE ORDER NOTICE**

Project Name: Georgetown Road Culvert Replacement and Lift Station Replacement - Part A      Project No: 17-MYCW-18-00016  
 2018-14

Change Order No: Two      Date: October 26, 2018

**1 NOTICE**

A change to the Contract is contemplated as indicated herein.

**2 PROCEDURE**

The Contractor 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 Contractor shall return three signed copies of this document to the Engineer for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Contractor. Work shall not proceed until the authorization is received.

**3 DESCRIPTION OF CHANGE**

Supply & place an additional 15.1 m3 of concrete headwall as per the Contract Unit Price of \$1,950.00 per m3 + HST

**4 EFFECT OF CHANGE ON CONTRACT**

This change order will will not affect the approved completion date. (Circle correct statement)  
If the completion date will be affected, the requested increase in time to the approved completion date is:

WORKING DAYS: \_\_\_\_\_ REVISED COMPLETION DATE: \_\_\_\_\_

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

- ( ) No change
- (X) Addition to contract including HST payable by the Owner      \$ 33,861.75
- ( ) Deduction from Contract including HST payable by the Owner

CONTRACTOR: Wayne Walsh  
Signature

Authorized Contract Amount	\$ 478,210.83
Previous Change Orders	\$ 10,378.75
This Change Order	\$ 33,861.75
New Approved Contract Amount	\$ 522,451.33

**5 AUTHORIZATION TO PROCEED**

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

Date: 19/02/21      Engineer: [Signature]

Date: \_\_\_\_\_      Owner: \_\_\_\_\_

**6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

The Bonding Company and Insurance Company shall each be immediately notified by the Contractor of this change to the contract by being issued copies of the Change Order.

# REQUEST FOR DECISION

## *Public Works, Water & Wastewater*

**SUBJECT:** Supply of Equipment: One (1) New Skid Steer Loader with Attachments

**DESCRIPTION:** Quotations were recently invited by the City of Corner Brook for the supply of One (1) New Skid Steer Loader with Attachments. The tender, 2019-03, closed on February 21, 2019 and all compliant quotations are indicated below.

<u>Company</u>	<u>Price (HST Inc.)</u>
Atlantic Trailer & Equipment Ltd.	\$82,161.75
Bobcat Atlantic	\$86,1335.00
Battlefield Equipment Rentals	\$90,318.76
Harvey & Company Ltd.	\$100,050.00
Nortrax Canada Inc.	\$104,533.03
Harvey & Company Ltd.	\$108,100.00
Rapid Power Sports	\$109,664.00

### STAFF

**RECOMMENDATION:** It is the recommendation of staff to accept the bid of \$82,161.75 (taxes included) by Atlantic Trailer & Equipment Ltd. for the supply of One (1) New Skid Steer Loader with Attachments.

**PROPOSED MOTION:** Be it resolved that Corner Brook City Council accept staff's recommendation to accept the bid of \$82,161.75 (taxes included) by Atlantic Trailer & Equipment Ltd. for the supply of One (1) New Skid Steer Loader with Attachments.

### IMPLICATIONS OF RECOMMENDATION:

City of Corner Brook Act Authority:

Policy and/or Regulation:

Estimated Cost: \$82,161.75 (taxes included)

Budget Line Item:

Communication Strategy:

Website:

### STANDING COMMITTEE COMMENTS:

Implication:

### BACKGROUND:

Report/Document:

Submitted by: Donald Burden Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

M:\Tender Documents\New Equipment\Skidsteer\RFD 2019-03 Skidsteer







## City of Corner Brook

# MEMO

**To:** MAYOR AND COUNCIL

**From:** MANAGER OF COMMUNITY SERVICES

**Subject:** STAR PUBLIC SESSION WITH MIKE STOLTE

**Date:** FEBRUARY 28, 2019

Continuing with the momentum and early successes of the STAR initiative, *Tourism 360* author Mike Stolte will be visiting the region to provide a Visioning, Benchmarking, and Idea Generation session to local stakeholders. To be held on March 14<sup>th</sup> from 1pm-4:30pm at the Rotary Arts Centre, the session will conclude stage three of the seven stage STAR process.

The four main components of the Visioning, Benchmarking, and Idea Generation session includes the following:

- **Validation and Enhancing the Tourism Inventory:** Over the past number of months a comprehensive tourism inventory for all assets from local businesses to natural attractions has been compiled. During this stage of the STAR process, the primary message is to encourage participants to look at tourism from a regional perspective.
- **Draft Elements for a Vision:** Creating a tourism-specific vision statement is an essential component of the strategic tourism plan. During this activity, participants will draft the elements for this tourism vision which will provide an agreed upon focus for how tourism in the region is planned, developed, managed, and marketed.
- **Benchmarking with the Sustainable Tourism Regional Screening Tool:** This tool captures stakeholder perspectives of tourism readiness and preparedness in the region. Ratings are applied to each of the seven areas: Broad Regional Tourism Assets, Community Support, Planning and Management, Community Attributes, Environmental/Ecological Practices, Economic Practices, and Social/Cultural Practices. This will allow the team to identify regional strengths, weaknesses, and areas for improvement while providing a means to measure the successes of the STAR initiative.
- **Idea Generation and Identification of Priorities:** During this activity, smaller groups will identify what they feel are the top four tourism priorities for the region over the next three to five years. These priorities will then be reviewed and ranked by the entire group.

This session will be open to the all interested individuals. Local stakeholders are encouraged to attend, as the findings from this event will assist in building the draft strategic tourism plan for the region. Registration is now open for the event and interested individuals are asked to email [ageorge@cornerbrook.com](mailto:ageorge@cornerbrook.com) or call 640-4651 to register.

Thank you,

A handwritten signature in cursive script that reads "A. George".

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Annette George, P.Eng



**To:** Protective Services Committee  
**CC:**  
**From:** Todd Flynn, Director of Protective Services  
**Subject:** **SPCA Update**  
**Date:** February 26, 2019

## MEMORANDUM

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The SPCA has recently met with the City and has advised of their progress as follows:

- 1) The SPCA board has several new members and thereby has added some more financial, legal and business expertise to their board.
- 2) They will be hiring a fulltime Fundraising Coordinator in very near future that will be focused strictly on raising funds for the construction of their new facility.
- 3) They have engaged the local engineering firm of Mechanical Advantage Engineering to draw up plans for their new building to be built on the City donated lot of 15A Lundrigan Drive.
- 4) It is anticipated that development application and building plans will be forwarded to the City in early April.
- 5) The SPCA hopes to break early this summer for their new building!

Todd Flynn



# REQUEST FOR DECISION

## Community, Engineering, Development & Planning

**SUBJECT:** Crown Land Application - Wild Cove – Lower Humber River

**DESCRIPTION:** The City of Corner Brook has received an application to operate an agricultural use (producing root crops and hay, land only, no proposed buildings to be constructed) from a portion of land along the Humber River (accessible by a gravel road off of the North Shore Highway). The requested land is located in a Special Management Area Zone. The proposed use, as an agriculture classification of use, is neither a "Permitted Use" nor a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone, however, the proposed use is considered a legal non-conforming use as a Crown land lease agreement established in 1968 predates the expansion of the City's Planning Area and its current zoning.

**PROPOSED MOTION:** It is **RESOLVED**, to approve the application to occupy crown land for the purpose of operating an agricultural use on land as requested along the Humber River subject to the applicant complying with the City of Corner Brook Development Regulations.

**IMPLICATIONS OF RECOMMENDATION:**


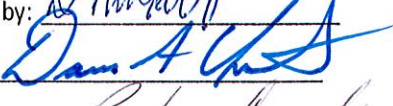
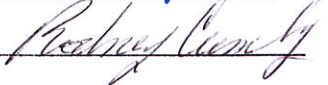
**Staff Recommendation:** This application was referred to various City departments and their comments taken into consideration. After review of the application and referral comments, the Development & Planning Department is recommending that approval be granted for the operation of an agricultural use on land as requested along the Humber River subject to the applicant complying with the City of Corner Brook Development Regulations.

**Legislative Authority:**

- Policy and/or Regulation: City of Corner Brook Development Regulations 2012, Regulation 11
- City of Corner Brook Crown Land Acquisition Policy, 02-07-09

**BACKGROUND:**

Report/Document: memo, submitted application, internal land use zoning reference map

Submitted by:   
 Director:   
 City Manager: 

Date: Feb 27, 2019  
 Date: 2019/02/27  
 Date: 2019/02/27

Last update: 2017-06-20

## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** Crown Land Application – Agricultural Use – Lower Humber River  
**Date:** January 25, 2019

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The City of Corner Brook has received an application to operate an agricultural use (producing root crops and hay, land only, no proposed buildings to be constructed) from a portion of land along the Humber River (accessible by a gravel road off of the North Shore Highway). While not in the City's Municipal Boundaries, the land is located within the City's Planning Area.

The Crown Land that has been applied for is located in a Special Management Area Zone. The proposed use, as an agriculture classification of use, is neither a "Permitted Use" nor a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. However, the proposed use is a legal non-conforming use as a Crown land lease agreement established in 1968 predates the expansion of the City's Planning Area and its current zoning. Based on the current City of Corner Brook Development Regulations, the non-conforming use is essentially grandfathered in as it existed prior to any regulations prohibiting the use.

The application was referred to various City departments and the following concerns were brought forward:

Planning Department – No concerns, advise applicant to obtain City approval on any non-agricultural development on the Crown Land in question

Land Management Department – No concerns

Engineering Department – No concerns, ensure development meets City of Corner Brook Development Regulations

After review of the application and referral comments, it appears that there is no impediment for this development to commence once all of the above noted items have been addressed.

Should you require further information, please contact me at your convenience.

  
 \_\_\_\_\_  
 James King, CET, CPT  
 Development Inspector I

# CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY, DEVELOPMENT AND PLANNING, CITY HALL, 637-1500

110 Feb 21 19 2019

## BUILDING PERMIT / DEVELOPMENT APPLICATION

DA-19-013

<b>RESERVED FOR OFFICE USE</b>	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: <i>Feb. 21, 2019</i>
ADDRESS: [REDACTED]	
CITY: [REDACTED]	PROVINCE: [REDACTED]
POSTAL CODE: [REDACTED]	TELEPHONE: [REDACTED]
PROPERTY LOCATION: <i>Humber Valley</i>	
BUILDER: <i>N/A</i>	
ADDRESS: _____	
CITY: _____	PROVINCE: _____
POSTAL CODE: _____	TELEPHONE: _____

<b>BUILDING PERMIT APPLICATION</b> (Please check appropriate box)		
<u>BUILDING TYPE</u>	<u>CONSTRUCTION TYPE</u>	PATIO / DECK <input type="checkbox"/>
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input type="checkbox"/>	CARPORT / GARAGE <input type="checkbox"/>
INSTITUTIONAL <input type="checkbox"/>	REPAIR <input type="checkbox"/>	ACCESSORY BUILDING <input type="checkbox"/>
RESIDENTIAL <input type="checkbox"/>	EXTEND <input type="checkbox"/>	APARTMENT <input type="checkbox"/>
BUSINESS / SERVICE <input type="checkbox"/>	ALTERATION <input type="checkbox"/>	RETAINING WALL <input type="checkbox"/>
MERCANTILE <input type="checkbox"/>	SIGN <input type="checkbox"/>	DRIVEWAY <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	POOL <input type="checkbox"/>	OTHER <input type="checkbox"/>

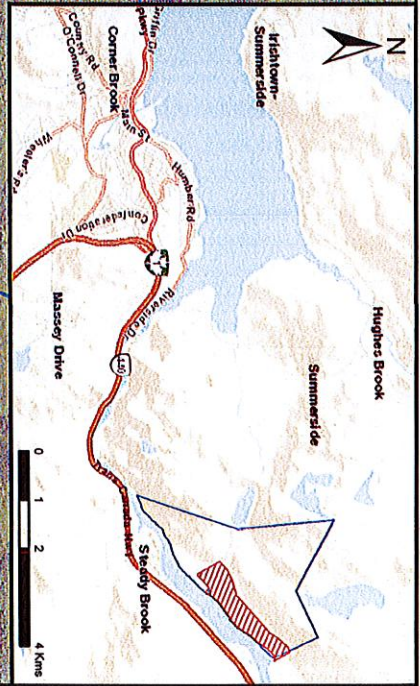
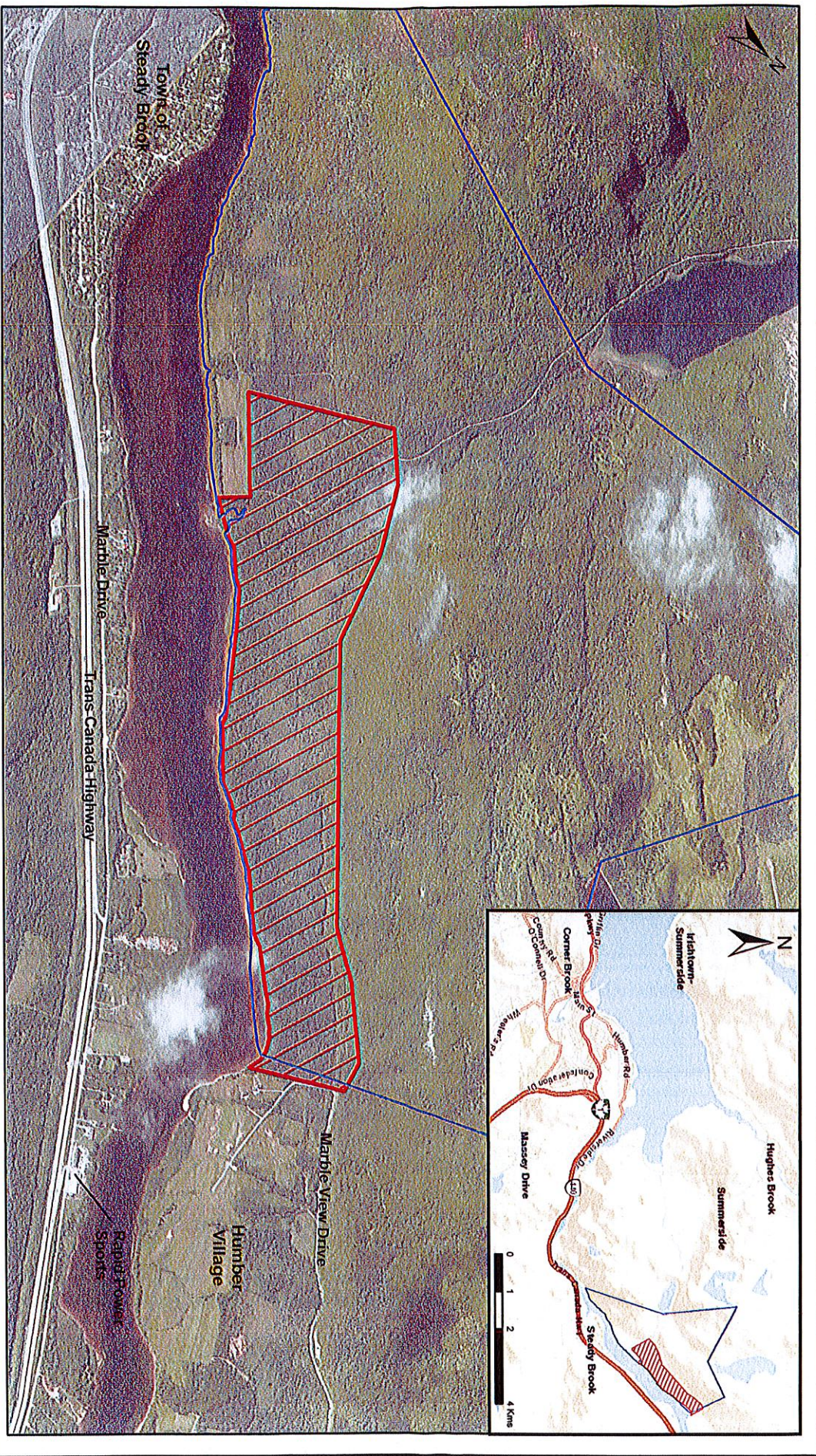
<b>DEVELOPMENT APPLICATION</b> (Please check appropriate box)		SITE DEVELOPMENT <input checked="" type="checkbox"/>
<u>DEVELOPMENT TYPE</u>		HOME BASED BUSINESS <input type="checkbox"/>
RESIDENTIAL DEMOLITION <input type="checkbox"/>	NEW BUSINESS <input type="checkbox"/>	
COMMERCIAL DEMOLITION <input type="checkbox"/>	CHANGE OF USE <input type="checkbox"/>	
SUBDIVISION / CONSOLIDATION OF PROPERTY <input type="checkbox"/>	RELOCATION OF BUILDING <input type="checkbox"/>	
NEW BUILDING (RESIDENTIAL / COMMERCIAL) <input type="checkbox"/>	OTHER <input type="checkbox"/>	

<b>DESCRIPTION OF WORK:</b>
<i>Agriculture (Farm land for pasture)</i>

ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ <u>  0  </u>
---

<b>DECLARATION:</b>	
I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.	
<b>NOTE:</b>	
Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.	
SIGNED BY: [REDACTED]	APPLICANT: [REDACTED]
PROPERTY OWNER: [REDACTED]	WITNESS: <i>Alexander</i>

THIS APPLICATION IS NOT VALID UNTIL COMPLETED AND SIGNED  
SEE REVERSE FOR FEES AND CONDITIONS



**LEGEND**

- Special Management Area Zone
- Proposed Lease

**NOTES:**

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.





**Proposed Lease (16929) Location Plan**

DRAWN BY: Paul Benoit	DATE: 2/27/2019	SCALE: 1:20,000	FIGURE: 1
APPROVED BY: Deon Rumbolt	COORD SYS: NAD 1983 MTM 3	ZONE: SMA	REVISION: 0

Document Path: T:\GIS\Maps\MISC\Planning and Development\Lease\_16929 Location Plan.mxd



# REQUEST FOR DECISION

**SUBJECT: ULTIMATE RECIPIENT GAS TAX AGREEMENT FUNDING 2019-2024**

**DESCRIPTION:** In November 2014 the City approved the Ultimate Recipient Gas Tax Agreement with the Province. That agreement was for the period 2014 to 2024 with the 2019-2024 Gas Tax allocations to be provided based on the 2016 census results. The allocations are now finalized and the City is required to approve the funding allocation provided.

The annual allocations are:

2019-20	\$856,694
2020-21	\$839,340
2021-22	\$877,492
2022-23	\$877,492
2023-24	\$915,644
Total	\$4,366,662

The City is able to use these funds for approved and eligible projects. The City has traditionally used its funding towards road and asphalt improvements.

**PROPOSED MOTION:** It is **RESOLVED** to approve the execution of the letter to the Province of Newfoundland and Labrador for the gas tax fund allocations for 2019-2024 for the Ultimate Recipient Gas Tax Agreement in the amount of \$4,366,662.

---

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff recommends proceeding with the execution of this agreement.

**Legislative Authority:**

**Estimated Revenues:** \$856,694 to \$915,644 annually from 2019 to 2024

**Budget Line Item:**

---

**BACKGROUND:**

Report/Document: Letter from Province; 2019-2024 Provincial allocation table; 2014 Ultimate Recipient Gas Tax Agreement

Submitted by: Dale Park

Date: February 21, 2019

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_



## Ultimate Recipient Gas Tax Agreement

This Ultimate Recipient Gas Tax Agreement made as of 20 NOV, 2014

### BETWEEN:

**HER MAJESTY THE QUEEN**, in right of the Province of Newfoundland and Labrador, as represented by the Minister of Municipal and Intergovernmental Affairs (the "Province")

### OF THE FIRST PART

- And -

**City of Corner Brook**, in the Province of Newfoundland & Labrador (the "Ultimate Recipient")

### OF THE SECOND PART

**WHEREAS** Canada and the Province have signed the Canada – Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund on July 15, 2014; and

**WHEREAS** the Province agrees to transfer to the Ultimate Recipient a portion of federal gas tax revenues received to be used for eligible costs on eligible projects as outlined in Schedule B of the Canada-Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund based on the terms and conditions contained herein; and

**WHEREAS** the Province and the Ultimate Recipient have signed the First Agreement and have signed the First Amending Agreement to the Local Government Gas Tax Funding Agreement;

**WHEREAS** the Province agrees to provide such funds, to the Ultimate Recipient subject to the receipt of funds from the Government of Canada; and

**WHEREAS** the Ultimate Recipient agrees to accept these funds based upon the terms and conditions contained herein;

**NOW THEREFORE** in consideration of the mutual terms and conditions hereinafter specified, the Parties agree as follows:

## 1. INTERPRETATION

### 1.1. Definitions

**"Agreement"** means this Newfoundland and Labrador – Ultimate Recipient Gas Tax Agreement, including the Annexes and Schedules attached hereto.

**"Asset Management Plans"** means documents that support integrated, lifecycle approaches to effective stewardship of infrastructure assets in order to maximize benefits, and manage risk. Plans can include:

- an inventory of assets;
- the condition of infrastructure;
- level of service or risk assessment;
- a cost analysis;
- community priority setting;
- financial planning.

**"Capital Investment Plan"** means a project application in a format acceptable to the Province supported through a resolution of the Local Government.

**“Contract”** means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply goods or service or a public work in return for financial consideration and in compliance with the Newfoundland and Labrador *Public Tender Act*.

**“Eligible Expenditures”** means those expenditures described as eligible in Schedule C (Eligible and Ineligible Expenditures).

**“Eligible Projects”** means projects as described in Schedule B (Eligible Project Categories).

**“First Agreement”** means the agreement for the transfer of federal gas tax revenues entered into on August 1 2006 by the Government of Canada and the Government of Newfoundland and Labrador, as amended on July 28 2008 and August 6, 2009, with an expiry date of March 31, 2015.

**“GTF”** means the Gas Tax Fund, a program established by the Government of Canada setting out the terms and conditions for the administration of funding that may be provided by Canada to recipients under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, or any other source of funding as determined by Canada.

**“Ineligible Expenditures”** means those expenditures described as ineligible in Schedule C (Eligible and Ineligible Expenditures).

**“Infrastructure”** means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Newfoundland and Labrador.

**“Integrated Community Sustainability Plans”** means a long-term plan, developed in consultation with community members that provides direction for the Ultimate Recipients to realize sustainability objectives it has for the environmental, cultural, social and economic dimensions of its identity.

**“Local Government”** means a town or region pursuant to the *Municipalities Act, 1999*, S.N.L. 1999, c. M-24; the City of St. John’s pursuant to the *City of St. John’s Act*, R.S.N.L. 1990, c. C-17; the City of Corner Brook pursuant to the *City of Corner Brook Act*, R.S.N.L. 1990 c.C-15; the City of Mount Pearl pursuant to the *City of Mount Pearl Act*, R.S.N.L. 1990, c.C-16; a Regional Service Board pursuant to the *Regional Service Boards Act*, 2012 S.N.L. 2012, c. R-8.1 and an Inuit Community Government established in respect of an Inuit Community under the Labrador Inuit Constitution pursuant to subsection 17.3.3(b) of the Labrador Inuit Land Claims Agreement.

**“Municipal Allocation”** means the portion of any GTF funding that is allocated among Ultimate Recipients based on the funding formula included in Section 1 of Annex B, Terms and Conditions of the Canada-Newfoundland Administrative Agreement on the Federal Gas Tax Fund.

**“Outcomes Report”** means the progress report to be delivered annually by the Ultimate Recipient to the Province and made available to the public, which reports on how GTF investments (projects) are supporting progress towards achieving the program benefits, more specifically described in Schedule D (Reporting).

**“Third Party”** means any person or legal entity, other than Canada, Newfoundland and Labrador or an Ultimate Recipient, who participates in the implementation of an Eligible Project by means of a Contract.

**“Ultimate Recipient”** means:

- (a) a Local Government or its duly authorized agent (including its wholly owned corporation);
- i. (b) a non-municipal entity on the condition that the Local Government has indicated support for the Eligible Project through a formal resolution of its council. A non-municipal entity includes:
  - for-profit organizations (such as P3), or

- non-governmental organizations, or
  - not-for-profit organizations.
- ii. (c) Newfoundland and Labrador entities in the form of departments, corporations and agencies where they provide core municipal services in municipalities; and in the unincorporated areas of Newfoundland and Labrador. For greater clarity, providing core municipal services includes the provision of Infrastructure and capacity building projects.

**“Ultimate Recipient Annual Report”** means a report prepared by the Ultimate Recipient in the format prescribed by the Province which includes financial, project and outcome information outlined in Schedule D and information on the progress capital asset management plans.

**“Ultimate Recipient Gas Tax Agreement”** means the agreement between Newfoundland and Labrador and the Ultimate Recipient which outlines the terms and conditions of the receipt of gas tax funds and the Annexes and Schedules attached hereto. (The Agreement)

**“Unspent Funds”** means the amount reported as unspent by the Province and by Eligible Recipients (as defined under the First Agreement) in the 2013 Audited Annual Expenditure Report (as defined under the First Agreement).

## 1.2 Entire Agreement

This Agreement supersedes and invalidates all other commitments, representations and warranties relating to the subject matter hereof which the Parties may have made either orally or in writing prior to the date hereof, and all of which will become null and void from the date this Agreement is signed.

## 1.3 Schedules

The following schedules are attached to form part of this Agreement:

- Schedule A - Ultimate Recipient Requirements
- Schedule B - Eligible Project Categories
- Schedule C - Eligible and Ineligible Expenditures
- Schedule D - Reporting
- Schedule E - Communications Protocol
- Schedule F - Funds Allocated

## 2. Purpose

This Agreement sets out the roles and responsibilities of the Province and the Ultimate Recipient for the administration of the Gas Tax Fund (GTF).

## 3. Access and Use of Funds

- 3.1 Allocations in Schedule F of this Agreement will be paid out in accordance with the time frames set out in Schedule F up to the maximum of gas tax funds approved projects, subject to compliance:
- 3.1.1 Ultimate Recipients will submit a Capital Investment Plan for each project.
  - 3.1.2 The Province will review and consider Capital Investment Plans, and will confirm the eligibility.

- 3.2 Any GTF funding that may be received by the Province from Canada may be withheld by the Province until such time as Ultimate Recipients address and correct, to the satisfaction of the Province, matters of non-compliance.
- 3.3 If during the term of this Agreement an Ultimate Recipient ceases to be a Local Government, or the Ultimate Recipient fails to resolve non-compliance issues to the satisfaction of the Province, the Ultimate Recipient will return any funds to the Province.
- 3.4 Any GTF funding that may be transferred by the Province to the Ultimate Recipient will be treated as federal funds with respect to other federal infrastructure programs.

## **4. RESPONSIBILITIES**

### **4.1. Provincial Responsibilities**

The Province agrees to provide funds to the Ultimate Recipient over the term of this Agreement in accordance with Schedule F, subject to the following:

- (a) receipt of funds from the Government of Canada as agreed to in the Canada-Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund;
- (b) execution of this Agreement by the Parties;
- (c) there being no impediments that will prevent the Ultimate Recipient from spending the Funds on Eligible Costs of Eligible Projects; and
- (d) Ultimate Recipient compliance with all terms and conditions of this Agreement.

### **4.2. Flow of Funds**

- a) The Province agrees to pay each Ultimate Recipient its 2014-2019 allocations as detailed in Schedule F of this Agreement, in two payments per year no later than ninety (90) days after which the Province receives payment of the funds from Canada, subject to all conditions of this Agreement being met by the Ultimate Recipient satisfactory to the Province.
- b) The Province agrees to upon signing, make available to the Ultimate Recipient any GTF funding allocated to the Ultimate Recipient under the First Agreement and not paid out as detailed in Schedule F of this Agreement. These funds are subject to the terms and conditions of this Agreement.

### **4.3. Ultimate Recipient Responsibilities**

The Ultimate Recipient agrees that it will:

- (a) comply with the terms of this Ultimate Recipient Gas Tax Agreement and the requirements in Schedule A;

## **5. PLANNING, REPORTING AND AUDITS**

### **5.1. Capital Investment Plan**

A Capital Investment Plan supported by a resolution of council and a detailed cost estimate shall be prepared with respect to the use of Funds, which includes the following information;

- a summary description of the Eligible Project for which the Ultimate Recipient intends to use Funds;
- the infrastructure investment category of the Eligible Project;

- a description of how the project will help achieve the following outcomes:
  - Beneficial impacts on communities of completed Eligible Projects;
  - Enhanced impact of GTF as a predictable source of funding including incrementality.; and
  - Progress made on improving Local Government planning and asset management

## **5.2. Reporting and Audits**

5.2.1. The Ultimate Recipient will, at its cost:

- (a) prepare and deliver to the Province annually its Annual Audit including a certification by the Ultimate Recipient that it has complied with this Agreement and an Audit Report confirming the Ultimate Recipient Auditor's concurrence. The Ultimate Recipient Annual Report will be completed in accordance with Schedule D.
- (b) prepare and deliver to the Province, annually an Outcomes Report in accordance with Schedule D;
- (c) prepare and deliver to the Province, annually a Progress Report on Asset Management in accordance with Schedule D;
- (d) complete at its cost and provide to the Province or Canada, an audit of any one or more Eligible Projects, if requested; and
- (e) share with the Province or Canada the results of any compliance or performance audit that it may carry out beyond the Audit Report that examines the use of Funds to a specific extent.

5.2.2. The Province or Canada may incorporate all or any part or parts of the said reports into any report that they may prepare for their own purposes, including any reports that may be made public.

## **6. ENFORCEMENT**

**6.1.** The Parties agree that the Province can enforce this Agreement if the Ultimate Recipient does not comply with the terms and conditions of this Agreement and the methods of enforcement may include withholding of payment, requiring the return of payment, or non-renewal of this Agreement. The Ultimate Recipient will cooperate with any request made pursuant to this clause, within the time provided in the request, and any amount owed to the Province under this Agreement will constitute a debt due to the Province, which the Ultimate Recipient will reimburse forthwith, on demand, to the Province.

**6.2.** The rights, remedies and privileges of the Province under this Agreement are cumulative and any one or more may be exercised.

## **7. GENERAL**

**7.1.** This Agreement will be effective on April 1, 2014 and will be in effect until March 31, 2024 unless the Province and the Ultimate Recipient agree to renew it. In the event where this Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Ultimate Recipient, that have not been expended on Eligible Projects as of March 31 2024 will nevertheless continue to be subject to this Agreement until such time as may be determined by Canada and Newfoundland and Labrador.

**7.2** This Agreement will be reviewed by the Province March 31, 2018 and may be amended to incorporate changes, if any, agreed to by the Province and the Ultimate Recipient.

**7.3.** Either party may terminate this Agreement on two (2) years written notice.

**7.4.** This Agreement is binding upon the Parties and their successors.

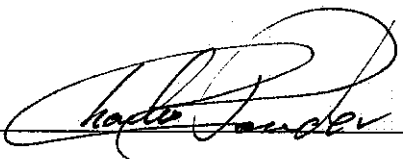
**7.5.** The Parties agree that the laws of the Province of Newfoundland and Labrador will govern this Agreement and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

7.6. Any notice, demand or other document required or permitted to be given under the terms of this Agreement shall be sufficiently given to the Party to whom it is addressed if personally delivered, sent by prepaid registered mail or sent by facsimile transmission.

Any Notice to the Province Must be sent to:

Gas Tax Secretariat  
 Department of Municipal and Intergovernmental Affairs  
 4<sup>th</sup> Floor, West Block, Confederation Building  
 P.O. Box 8700  
 St. John's NL A1B 4J6  
 Fax: 729-3605

Any Notice to The Ultimate Recipient Must be sent to:




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or to such other addresses as either Party may furnish in writing to the other from time to time.

## **8. MISCELLANEOUS**

### **8.1. Binding Obligations**

Each Party declares to the other that the signing and execution of this Agreement was duly and validly authorized, and that each has incurred a legal and valid obligation in accordance with the terms and conditions of the Agreement.

### **8.2. Precedence**

In the event of a conflict, the part of this Agreement that precedes the signatures of the Parties will take precedence over the Schedules. In the event of a conflict between this Agreement and the Agreement on the Canada-Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund, the latter shall prevail.

### **8.3. Amendments to the Ultimate Recipient Gas Tax Agreement**

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

### **8.4. Indemnity**

The Ultimate Recipient agrees at all times to indemnify and save harmless the Province and Canada including their officers, servants, employees or agents, from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- a) All Eligible Projects;



- b) The performance of this Agreement or the breach of any term or condition of this Agreement by the Province, its officers, employees and agents, or by a third party, its officers, employees, or agents;
- c) The performance of an Agreement or the breach of any term or condition of an Agreement by an Ultimate Recipient, its officers, employees and agents, or by a third party, its officers, employees, or agents;
- d) The design, construction, operation, maintenance and repair of any part of an Eligible Project; and
- e) Any omission or other wilful or negligent act of the Province or an Ultimate Recipient or third party and their respective employees, officers, or agents; except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the act or negligence of an officer, employee, or agent of the Province or Canada in the performance of his or her duties.

The Parties have therefore executed this Agreement, each by its duly authorized representative(s), on the respective dates shown below.

**HER MAJESTY THE QUEEN**

In right of the Province of Newfoundland and Labrador as  
 Represented by the Minister of Municipal and Intergovernmental Affairs  
 Honourable ~~Dan Crummett~~ *Keith Hutchings*

*for*  
*Colleen Fenex DM*

Date: *Nov 20/14*

In Right of the Ultimate Recipient of: *City of Corner Brook*  
 As Represented by the Mayor

*[Signature]*

Date: *Aug 29/2014*

## SCHEDULE A - Ultimate Recipient Requirements

### Ultimate Recipients will be required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
3. Develop and/or implement asset management in accordance with Schedule D (Asset Management).
4. Invest, in a distinct account, GTF funding it receives from the Province in advance of it paying Eligible Expenditures.
5. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Tender Act*, the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
6. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
7. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
8. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
9. Agree their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
10. Agree that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
11. Agree that 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 Canada applies will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
12. Agree that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project.
13. Provide to the Province the required applications, forms, plans, and reports or other documentation, in a format acceptable to the Province, including outstanding reports and ICSPs and Outcomes Reports committed to under the First Agreement.
14. Submit a Capital Investment Plan to the Province for proposed Eligible Projects before construction is initiated.

15. Submit to the Province an Ultimate Recipient Annual Report in a format prescribed by the Province on or before the date determined by the Province.
16. Work with the Province to resolve any non-compliance issues in a timely manner to the satisfaction of Newfoundland and Labrador.
17. Where it chooses to invest any GTF funding it may receive, invest in accordance with the Newfoundland and Labrador *Municipalities Act*, 1999, R.S.N.L. 1999, c. M-24; the *City of St. John's Act*, R.S.N.L. 1990, c. C-17; the *City of Corner Brook Act*, R.S.N.L. 1990 c.C-15; the *City of Mount Pearl Act*, R.S.N.L. 1990, c.C-16; the *Regional Service Boards Act*, 2012 SNL2012, or any other applicable legislation or regulation.
18. Ultimate Recipients must complete Eligible Projects in accordance with Newfoundland and Labrador's *Municipalities Act*, 1999, as amended, or any successor legislation. These projects must be completed using the latest revision of the Municipal Water, Sewer and Road Specifications as published by the Province, Department of Municipal and Intergovernmental Affairs.
19. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.
20. Be responsible for the management of all funds received, disbursements made and completion of approved gas tax projects.
21. Ensure that all approved projects are completed in accordance with all applicable legislation, rules and regulations, relevant policies and procedures.
22. Any Gas Tax funding that the Ultimate Recipient may receive from the Province is not intended to replace or displace existing sources of funding for Local Government tangible capital expenditures. Ultimate Recipients will decide which Eligible Projects will receive GTF funding in accordance with the Ultimate Recipient's allocation. Ultimate Recipients may spend their GTF allocation in the year received, accumulate the allocation for use by March 31, 2024 or obtain a loan from a financial institution to undertake Eligible Projects provided the loan and interest charges are paid by March 31, 2024.
23. Ultimate Recipients will inform the Province of proposed changes, including cancellations, of any Eligible Project that receive GTF funding.
24. Allow the Province and its agents, including but not limited to, the Auditor General of Newfoundland and Labrador, and representatives of the Department of Municipal and Intergovernmental Affairs, access to an Eligible Project site, any engineering drawings or documents, and any other such project related documents as deemed necessary by the Province in performing an audit of the projects undertaken under this Agreement;
25. Ultimate recipients will bring forward any GTF funding and Unspent Funds, and any interest earned thereon held by the Local Government, that have not been expended on Eligible Projects as of December 31, 2013. These funds are now subject to the terms and conditions of this agreement.
26. The Ultimate Recipient will ensure that all outstanding compliance issues under the First Agreement are resolved to the satisfaction of NL, prior to the receipt of funds under this Agreement.
27. Funds can only be spent by Ultimate Recipients on projects approved by the Department of Municipal and Intergovernmental Affairs.
28. Each fiscal year, one representative of the Local Government's administration and one representative of the Local Government's elected officials must attend at least one designated training session offered by the Department of Municipal and Intergovernmental Affairs, Professional Municipal Administrators and/or Municipalities Newfoundland and Labrador. The designated sessions will be identified in a circular to each municipality in January of each year.

## SCHEDULE B - Eligible Project Categories

Eligible Projects include investments in Infrastructure for its construction, renewal or material enhancement in each of the following categories:

1. Local roads and bridges – roads, bridges and active transportation infrastructure (active transportation refers to investments that support active methods of travel. This can include: cycling lanes and paths, sidewalks, hiking and walking trails).
2. Highways – highway infrastructure.
3. Short-sea shipping – infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
4. Short-line rail – railway related infrastructure for carriage of passengers or freight.
5. Regional and local airports – airport-related infrastructure (excludes the National Airport System)\*.
6. Broadband connectivity – infrastructure that provides affordable and sustainable access to broadband for residents, businesses, and/or institutions in Canadian communities.
7. Public transit – infrastructure that supports a shared passenger transport system which is available for public use.
8. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
9. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.
10. Solid waste – infrastructure that supports solid waste management systems including the collection, diversion and disposal of recyclables, compostable materials and garbage.
11. Community energy systems – infrastructure that generates or increases the efficient usage of energy.
12. Brownfield Redevelopment – remediation or decontamination and redevelopment of a brownfield site within municipal boundaries, where the redevelopment includes:
  - the construction of public infrastructure as identified in the context of any other category under the GTF, and/or;
  - the construction of municipal use public parks and publicly-owned social housing.
13. Sport Infrastructure – amateur sport infrastructure (excludes facilities, including arenas, which would be used as the home of professional sports teams or major junior hockey teams (e.g. Junior A)).
14. Recreational Infrastructure – recreational facilities or networks.
15. Cultural Infrastructure – infrastructure that supports arts, humanities, and heritage.
16. Tourism Infrastructure – infrastructure that attract travelers for recreation, leisure, business or other purposes.
17. Disaster mitigation – infrastructure that reduces or eliminates long-term impacts and risks associated with natural disasters.

18. Capacity building – includes investments related to strengthening the ability of Local Governments to develop long-term planning practices.

**Notes:** Investments in health infrastructure (hospitals, convalescent and senior centres) are not eligible;

:\*Municipalities including cities in Newfoundland and Labrador are not permitted to acquire airports, to give finances to airports or to give financing undertakings to bodies which may acquire airports.

## SCHEDULE C - Eligible and Ineligible Expenditures

### 1. Eligible Expenditures

- 1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:
- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), including emergency generators, and any related debt financing charges specifically identified with that asset;
  - b) For capacity building category only, the expenditures related to strengthening the ability of Local Governments to improve local and regional planning including Capital Investment Plans, municipal plans, integrated community sustainability plans, life-cycle cost assessments, and Asset Management Plans. The expenditures could include developing and implementing:
    - i. studies, strategies, or systems related to asset management, which may include software acquisition and implementation;
    - ii. training directly related to asset management planning; and,
    - iii. long-term infrastructure plans.
  - c) The expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.
- 1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract;
  - b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract; and
  - c) the arrangement is approved in advance and in writing by Newfoundland and Labrador.
- 1.3 Interest earned on Gas Tax funds will only be applied to Eligible Expenditures for Eligible Projects more specifically on the basis set out in Schedule B and Schedule C.

### 2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) project expenditures incurred before April 1, 2005;
- b) project expenditures incurred before April 1, 2014 for the following investment categories:
  - i. highways;
  - ii. short-line rail;
  - iii. short-sea shipping;
  - iv. disaster mitigation;
  - v. broadband connectivity;
  - vi. brownfield redevelopment;
  - vii. cultural infrastructure;
  - viii. tourism infrastructure;
  - ix. sport infrastructure;
  - x. recreational infrastructure; and
  - xi. regional and local airports.
- c) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- d) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for

- rebates;
- e) purchase of land or any interest therein, and related costs;
- f) legal fees, monthly banking fees, audit fees and evaluation costs; and
- g) routine repair and maintenance costs;

## **SCHEDULE D – Reporting**

Reporting requirements under the Agreement consists of an Ultimate Recipient Annual Report which includes an Outcomes Report, a progress report on Asset Management and Financial Statements which will be submitted to the Province for review and acceptance. The reporting year is January 1 to December 31.

### **1. Ultimate Recipient Annual Report**

Annually, the Ultimate Recipient will provide to the Province an Ultimate Recipient Annual Report in a format and date deemed acceptable by the Province. The Province will provide the required template each year. This report will consist of two parts:

**Part 1** A report, which will consist of:

- a) A financial table accounting for the gas tax funds spent and gas tax funds held by the Ultimate Recipient;
- b) A project list detailing the expenditures against each approved project; and
- c) A paragraph in the Audit Report commenting on the accuracy of the financial information and the compliance with the Agreement;

**Part 2**

- a) The outcomes (in accordance with Section 2 below) for each project completed;
- b) A narrative on the how Asset Management Plans are being used to guide infrastructure planning and investment decisions;
- c) Any other reporting that is requested by the Province or Canada;
- d) A listing by project of all sources of funding spent on each project; and
- e) A certification signed by the Mayor or Deputy Mayor.

### **2. Outcomes Report**

The Outcomes Report shall outline, in a manner to be provided by the Province, the degree to which investments in each project are supporting progress towards achieving the following program benefits:

- a) Beneficial impacts on communities of completed Eligible Projects;
- b) Enhanced impact of GTF as a predictable source of funding including incrementality.; and
- c) Progress made on improving Local Government planning and asset management.

### **3. Asset Management Outcomes - Progress Report**

On a date and in a manner to be determined by the Province, the Ultimate Recipient will provide a report to the Province demonstrating that Asset Management Plans are being used to guide infrastructure planning and investment decisions.



## **SCHEDULE E- Communications Protocol**

### **1 Purpose**

- 1.1. The provisions of this Communications Protocol apply to all communications activities related to any GTF funding, including allocations, and Eligible Projects funded under this Agreement. Communications activities may include, but are not limited to, public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, awards programs, and multi-media products.

### **2 Inform Canada on allocation and intended use of GTF funding for communications planning purposes**

- 2.1. The Ultimate Recipient agrees to provide to Newfoundland and Labrador upfront information on planned Eligible Projects and Eligible Projects in progress on an annual basis, prior to the construction season. Canada and Newfoundland and Labrador will agree, in the joint communications approach, on the date this information will be provided. The information will include, at a minimum:

Ultimate Recipient name; Eligible Project name; Eligible Project category, a brief but meaningful Eligible Project description; total amount of GTF funds being used toward the Eligible Project; and anticipated start date.

### **3 Project signage**

- 3.1 Canada, Newfoundland and Labrador and Ultimate Recipients may each have a sign recognizing their contribution to Eligible Projects.
- 3.2 At Canada's request, Newfoundland and Labrador or Ultimate Recipients will install a federal sign to recognize federal funding at Eligible Project site(s). Federal sign design, content, and installation guidelines will be provided by Canada and included in the joint communications approach.
- 3.3 Where an Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to an Eligible Project, it must recognize the federal contribution to the Eligible Project(s) and be approved by Canada.
- 3.4 The Ultimate Recipient is responsible for the production and installation of Eligible Project signage, or as otherwise agreed upon.
- 3.5 The Ultimate Recipient agrees to inform Canada of signage installations on a basis mutually agreed upon in the joint communications approach.

#### **4 Media events and Announcements for Eligible Projects**

- 4.1 Canada and Newfoundland and Labrador and the Ultimate Recipients agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- 4.2 Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 4.3 Canada, Newfoundland and Labrador or an Ultimate Recipient may request a media event.
- 4.4 Media events related to Eligible Projects will not occur without the prior knowledge of Canada, Newfoundland and Labrador and the Ultimate Recipient.
- 4.5 The requester of a media event will provide at least 15 working days' notice to other parties of their intention to undertake such an event. The event will take place at a mutually agreed date and location. Canada, Newfoundland and Labrador and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. Each party and the Ultimate Recipient will choose their own designated representative.
- 4.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at [www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm](http://www.pch.gc.ca/pgm/ceem-cced/prtcl/precedence-eng.cfm).
- 4.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the parties.
- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

#### **5 Program communications**

- 5.1 Canada, Newfoundland and Labrador and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.
- 5.2 The party undertaking these activities will provide the opportunity for the other parties to participate, where appropriate, and will recognize the funding of all contributors.
- 5.3 Canada and Newfoundland and Labrador agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the GTF prepared by Canada, Newfoundland and Labrador or Ultimate Recipients, or, if web-based, from linking to it.
- 5.4 Notwithstanding Section 5 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

#### **6 Operational Communications**

- 6.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

- 6.2 Canada, Newfoundland and Labrador or the Ultimate Recipient will share information promptly with the other parties to this Agreement should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and Newfoundland and Labrador will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

## **7 Communicating Success Stories**

Newfoundland and Labrador agrees to facilitate communications between Canada and Ultimate Recipients for the purposes of collaborating on communications activities and products including but not limited to Eligible Project success stories, Eligible Project vignettes, and Eligible Project start-to-finish features.

## **8 Advertising campaigns**

Recognizing that advertising can be an effective means of communicating with the public, Canada, Newfoundland and Labrador or an Ultimate Recipient may, at their own cost, organize an advertising or public information campaign related to the GTF or Eligible Projects. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring party or Ultimate Recipient agrees to inform the other parties of its intention, and to inform them no less than 21 working days prior to the campaign launch.

**SCHEDULE F- Funds Allocated**

**City of Corner Brook**

<b>Year 9</b>	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>	<b>Year 13</b>	<b>Total</b>
<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2014-2019</b>
\$809,981	\$809,981	\$838,886	\$838,886	\$896,781	\$4,194,516

- Canada will provide the level of 2020-2024 funding based on the results of the 2016 census.
- Payment of federal funding is conditional upon the receipt of funds from Canada
- If any other funding becomes available throughout the term of this Agreement, this schedule will be amended to reflect this extra funding. Any extra funding will be subject to the terms and conditions of this Agreement.



Jim Parsons, Mayor  
 City of Corner Brook  
 P.O. Box 1080 5 Park Street  
 Corner Brook, NL A2H 6E1

FEB 15 2019  
 CITY OF  
 CORNER BROOK

Government of Newfoundland and Labrador  
 Department of Municipal Affairs and Environment

DATE REGISTER TO \_\_\_\_\_

ACKNOWLEDGED BY  
*D. Park*

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STAFF RESPONSIBLE  
*D. Park*

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C.C. *Council*

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Dear Mayor:

**Ultimate Recipient Gas Tax Agreement**

We are pleased to inform you that the funding for the Federal-Provincial Administrative Agreement on the Federal Gas Tax Fund for 2019-2024 has been finalized.

We invite you to review the below allocations for 2019-2024. Please note, the allocation formula for the Amendment uses the same base plus per capita formula as before however the allocations are based on the updated 2016 census population data. Also, these allocations include interest Newfoundland and Labrador has earned on funding held but does not include any unused Gas Tax funds that you may be carrying forward from allocations under the previous agreements.

Distribution of Gas Tax with Base Allocation + Per Capita					
2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	Total
\$856,694.00	\$839,340.00	\$877,492.00	\$877,492.00	\$915,644.00	\$4,366,662.00

We ask that you sign the letter below in the space indicated and return it, along with a Resolution of Council approving the funding, to the Gas Tax Secretariat, Department of Municipal Affairs and Environment, P.O. Box 8700, St. John's NL A1B 4J6 **no later than February 22, 2019**. If the town chooses not to avail of this Gas Tax funding, please return the letter unsigned with a Resolution indicating the refusal of Gas Tax funds.

Please note that the Gas Tax Secretariat must be in receipt of your signed letter and the supporting Resolution before application approval can be considered.

Should you have any questions or concerns regarding this, the Gas Tax Secretariat are available to assist you. You can contact them at 1-877-729-4393 or by email: [gastax@gov.nl.ca](mailto:gastax@gov.nl.ca).



Government of Newfoundland and Labrador  
Department of Municipal Affairs and Environment

The Department of Municipal Affairs and Environment is committed to working with gas tax recipients to fulfill the economic goals of the Gas Tax Program by supporting long term planning and municipal infrastructure in Newfoundland and Labrador. We look forward to receiving your signed letter and completed applications.

Sincerely,

**Dan Michielsen**  
Assistant Deputy Minister

Date: Feb 8/19

In Right of the Ultimate Recipient of: \_\_\_\_\_  
As Represented by the Mayor (or Angajukkak)

\_\_\_\_\_

Date: \_\_\_\_\_

**Government of Newfoundland and Labrador  
 Department of Municipal Affairs and Environment  
 2019-2024 Municipal Allocations for Gas Tax Funds**

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Admirals Beach	135	13,833	13,553	14,169	14,169	14,785	70,509
Anchor Point	314	21,503	21,067	22,025	22,025	22,982	109,602
Appleton	574	32,643	31,982	33,436	33,436	34,890	166,386
Aquaforte	80	11,476	11,244	11,755	11,755	12,266	58,497
Arnold's Cove	949	48,711	47,725	49,894	49,894	52,063	248,287
Avondale	641	35,514	34,795	36,376	36,376	37,958	181,019
Badger	704	38,214	37,439	39,141	39,141	40,843	194,779
Baie Verte	1,313	64,308	63,005	65,869	65,869	68,733	327,784
Baine Harbour	124	13,362	13,091	13,686	13,686	14,281	68,106
Bauline	452	27,416	26,861	28,081	28,081	29,302	139,742
Bay Bulls	1,500	72,321	70,855	74,076	74,076	77,297	368,625
Bay de Verde	392	24,845	24,342	25,448	25,448	26,555	126,638
Bay L'Argent	241	18,375	18,003	18,821	18,821	19,639	93,659
Bay Roberts	6,012	265,650	260,269	272,099	272,099	283,930	1,354,048
Baytona	262	19,275	18,884	19,743	19,743	20,601	98,246
Beachside	132	13,705	13,427	14,037	14,037	14,648	69,853
Bellburns	53	10,320	10,111	10,570	10,570	11,030	52,600
Belleoram	374	24,074	23,586	24,658	24,658	25,730	122,706
Birchy Bay	550	31,615	30,975	32,382	32,382	33,790	161,145
Bird Cove	179	15,718	15,400	16,100	16,100	16,800	80,118
Bishop's Cove	287	20,346	19,934	20,840	20,840	21,746	103,706
Bishop's Falls	3,156	143,277	140,374	146,755	146,755	153,136	730,296
Bonavista	3,448	155,788	152,632	159,570	159,570	166,508	794,069
Botwood	2,875	131,236	128,578	134,422	134,422	140,267	668,926
Branch	228	17,818	17,457	18,250	18,250	19,044	90,820
Brent's Cove	157	14,776	14,476	15,134	15,134	15,792	75,313
Brighton	188	16,104	15,778	16,495	16,495	17,212	82,084
Brigus	723	39,028	38,237	39,975	39,975	41,713	198,928
Bryant's Cove	395	24,974	24,468	25,580	25,580	26,692	127,293
Buchans	642	35,557	34,837	36,420	36,420	38,004	181,238
Burgeo	1,307	64,051	62,753	65,606	65,606	68,458	326,474
Burin	2,315	107,242	105,069	109,845	109,845	114,621	546,622
Burlington	314	21,503	21,067	22,025	22,025	22,982	109,602
Burnt Islands	622	34,700	33,997	35,542	35,542	37,088	176,870

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Campbellton	452	27,416	26,861	28,081	28,081	29,302	139,742
Cape Broyle	489	29,001	28,414	29,705	29,705	30,997	147,822
Cape St. George	853	44,598	43,694	45,681	45,681	47,667	227,320
Carbonear	4,858	216,204	211,824	221,452	221,452	231,081	1,102,014
Carmanville	740	39,756	38,951	40,721	40,721	42,492	202,641
Cartwright	427	26,345	25,811	26,984	26,984	28,157	134,282
Centreville-Wareham-Trinity	1,147	57,195	56,037	58,584	58,584	61,131	291,530
Chance Cove	256	19,018	18,632	19,479	19,479	20,326	96,935
Change Islands	208	16,961	16,617	17,373	17,373	18,128	86,452
Channel-Port aux Basques	4,067	182,311	178,618	186,737	186,737	194,856	929,259
Chapel Arm	457	27,630	27,070	28,301	28,301	29,531	140,834
Charlottetown (Labrador)	290	20,475	20,060	20,972	20,972	21,883	104,361
Clarenville	6,291	277,605	271,981	284,344	284,344	296,707	1,414,982
Clarke's Beach	1,558	74,806	73,290	76,622	76,622	79,953	381,292
Coachman's Cove	105	12,548	12,293	12,852	12,852	13,411	63,957
Colinet	80	11,476	11,244	11,755	11,755	12,266	58,497
Colliers	654	36,071	35,340	36,947	36,947	38,553	183,858
Come By Chance	228	17,818	17,457	18,250	18,250	19,044	90,820
Comfort Cove-Newstead	407	25,488	24,971	26,106	26,106	27,242	129,914
Conception Bay South	26,199	1,130,621	1,107,718	1,158,069	1,158,069	1,208,420	5,762,897
Conception Harbour	685	37,399	36,642	38,307	38,307	39,973	190,629
Conche	170	15,333	15,022	15,705	15,705	16,388	78,153
Cook's Harbour	123	13,319	13,049	13,642	13,642	14,235	67,888
Cormack	597	33,629	32,948	34,445	34,445	35,943	171,410
Corner Brook	19,806	856,695	839,340	877,492	877,492	915,644	4,366,663
Cottlesville	271	19,660	19,262	20,138	20,138	21,013	100,211
Cow Head	428	26,388	25,853	27,028	27,028	28,203	134,500
Cox's Cove	688	37,528	36,768	38,439	38,439	40,110	191,284
Crow Head	177	15,633	15,316	16,012	16,012	16,708	79,682
Cupids	743	39,885	39,077	40,853	40,853	42,629	203,296
Daniel's Harbour	253	18,889	18,506	19,348	19,348	20,189	96,280
Deer Lake	5,249	232,957	228,238	238,613	238,613	248,987	1,187,408
Dover	662	36,414	35,676	37,298	37,298	38,920	185,606
Eastport	501	29,515	28,918	30,232	30,232	31,546	150,443
Elliston	308	21,246	20,815	21,762	21,762	22,708	108,292
Embree	701	38,085	37,314	39,010	39,010	40,706	194,123
Englee	527	30,629	30,009	31,373	31,373	32,737	156,122
English Harbour East	139	14,004	13,721	14,344	14,344	14,968	71,382
Fermeuse	325	21,974	21,529	22,508	22,508	23,486	112,005



Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Ferryland	414	25,788	25,265	26,414	26,414	27,562	131,442
Flatrock	1,683	80,162	78,538	82,108	82,108	85,678	408,593
Fleur de Lys	244	18,504	18,129	18,953	18,953	19,777	94,314
Flower's Cove	270	19,618	19,220	20,094	20,094	20,967	99,993
Forteau	409	25,573	25,055	26,194	26,194	27,333	130,350
Fortune	1,401	68,079	66,699	69,731	69,731	72,763	347,004
Fox Cove-Mortier	295	20,689	20,270	21,191	21,191	22,112	105,453
Fox Harbour	252	18,846	18,465	19,304	19,304	20,143	96,062
Frenchman's Cove	169	15,290	14,980	15,661	15,661	16,342	77,934
Gallants	50	10,191	9,985	10,438	10,438	10,892	51,945
Gambo	1,978	92,802	90,922	95,055	95,055	99,188	473,021
Gander	11,688	508,855	498,547	521,208	521,208	543,870	2,593,689
Garnish	568	32,386	31,730	33,172	33,172	34,615	165,076
Gaskiers-Point La Haye	232	17,989	17,625	18,426	18,426	19,227	91,694
Gaultois	136	13,876	13,595	14,213	14,213	14,831	70,727
George's Brook-Milton	768	40,956	40,126	41,950	41,950	43,774	208,756
Gillams	410	25,616	25,097	26,238	26,238	27,379	130,569
Glenburnie-Birchy Head-Shoal Brook	224	17,647	17,289	18,075	18,075	18,861	89,946
Glenwood	778	41,384	40,546	42,389	42,389	44,232	210,940
Glovertown	2,083	97,301	95,330	99,663	99,663	103,996	495,953
Goose Cove East	174	15,504	15,190	15,881	15,881	16,571	79,026
Grand Bank	2,310	107,027	104,859	109,626	109,626	114,392	545,530
Grand Falls-Windsor	14,171	615,247	602,783	630,183	630,183	657,582	3,135,977
Grand le Pierre	235	18,118	17,751	18,558	18,558	19,365	92,349
Greenspond	266	19,446	19,052	19,918	19,918	20,784	99,119
Hampden	429	26,430	25,895	27,072	27,072	28,249	134,718
Hant's Harbour	329	22,146	21,697	22,683	22,683	23,669	112,878
Happy Adventure	200	16,618	16,282	17,022	17,022	17,762	84,705
Happy Valley-Goose Bay	8,109	355,502	348,301	364,133	364,133	379,965	1,812,034
Harbour Breton	1,634	78,062	76,481	79,957	79,957	83,434	397,891
Harbour Grace	2,995	136,378	133,615	139,689	139,689	145,762	695,134
Harbour Main-Chapel's Cove-Lakeview	1,067	53,767	52,678	55,073	55,073	57,467	274,058
Hare Bay	969	49,568	48,564	50,772	50,772	52,979	252,655
Hawke's Bay	315	21,546	21,109	22,069	22,069	23,028	109,821
Heart's Content	340	22,617	22,159	23,166	23,166	24,173	115,281
Heart's Delight-Islington	674	36,928	36,180	37,825	37,825	39,469	188,227
Heart's Desire	213	17,175	16,827	17,592	17,592	18,357	87,544
Hermitage-Sandyville	422	26,130	25,601	26,765	26,765	27,928	133,190
Holyrood	2,463	113,583	111,282	116,340	116,340	121,399	578,945

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Hopedale	574	32,643	31,982	33,436	33,436	34,890	166,386
Howley	205	16,832	16,491	17,241	17,241	17,991	85,797
Hughes Brook	255	18,975	18,590	19,435	19,435	20,280	96,717
Humber Arm South	1,599	76,562	75,011	78,421	78,421	81,831	390,247
Indian Bay	175	15,547	15,232	15,924	15,924	16,617	79,245
Irishtown-Summerside	1,418	68,807	67,413	70,477	70,477	73,542	350,716
Isle aux Morts	664	36,500	35,760	37,386	37,386	39,011	186,043
Jackson's Arm	284	20,217	19,808	20,708	20,708	21,609	103,050
Keels	51	10,234	10,027	10,482	10,482	10,938	52,163
King's Cove	90	11,905	11,664	12,194	12,194	12,724	60,681
King's Point	659	36,285	35,550	37,166	37,166	38,782	184,951
Kippens	2,008	94,087	92,181	96,371	96,371	100,561	479,573
Labrador City	872	317,411	310,981	325,116	325,116	339,252	1,617,876
Lamaline	7,220	19,489	19,094	19,962	19,962	20,830	99,338
L'Anse au Clair	267	17,304	16,953	17,724	17,724	18,494	88,199
L'Anse au Loup	216	31,958	31,310	32,734	32,734	34,157	162,892
Lark Harbour	558	30,415	29,799	31,154	31,154	32,508	155,030
LaScie	522	45,412	44,492	46,514	46,514	48,537	231,470
Lawn	624	34,786	34,081	35,630	35,630	37,179	177,306
Leading Tickle	292	20,560	20,144	21,059	21,059	21,975	104,798
Lewin's Cove	544	31,358	30,723	32,119	32,119	33,516	159,834
Lewisporte	3,409	154,117	150,995	157,859	157,859	164,722	785,552
Little Bay	105	12,548	12,293	12,852	12,852	13,411	63,957
Little Bay East	127	13,490	13,217	13,818	13,818	14,419	68,761
Little Bay Islands	71	11,091	10,866	11,360	11,360	11,854	56,531
Little Burnt Bay	281	20,089	19,682	20,577	20,577	21,471	102,395
Logy Bay-Middle Cove-Outer Cove	2,221	103,214	101,123	105,720	105,720	110,316	526,092
Long Harbour-Mount Arlington Heights	250	18,761	18,381	19,216	19,216	20,052	95,625
Lord's Cove	162	14,990	14,686	15,354	15,354	16,021	76,406
Lourdes	465	27,973	27,406	28,652	28,652	29,898	142,581
Lumsden	501	29,515	28,918	30,232	30,232	31,546	150,443
Lushes Bight-Beaumont-Beaumont North	168	15,247	14,938	15,617	15,617	16,296	77,716
Main Brook	243	18,461	18,087	18,909	18,909	19,731	94,096
Makkovik	377	24,202	23,712	24,790	24,790	25,868	123,362
Mary's Harbour	341	22,660	22,201	23,210	23,210	24,219	115,499
Marystown	5,316	235,828	231,051	241,553	241,553	252,056	1,202,041
Massey Drive	1,632	77,976	76,397	79,869	79,869	83,342	397,454
McIvers	538	31,101	30,471	31,856	31,856	33,241	158,524
Meadows	626	34,871	34,165	35,718	35,718	37,271	177,743

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Middle Arm	474	28,359	27,784	29,047	29,047	30,310	144,546
Miles Cove	104	12,505	12,251	12,808	12,808	13,365	63,738
Millertown	81	11,519	11,286	11,799	11,799	12,312	58,715
Milltown-Head of Bay d'Espoir	749	40,142	39,329	41,116	41,116	42,904	204,607
Ming's Bight	319	21,717	21,277	22,244	22,244	23,211	110,694
Morrisville	101	12,376	12,126	12,677	12,677	13,228	63,083
Mount Carmel-Mitchells Brook-St. Catherine's	349	23,003	22,537	23,561	23,561	24,585	117,246
Mount Moriah	746	40,013	39,203	40,985	40,985	42,766	203,951
Mount Pearl	23,120	998,693	978,462	1,022,937	1,022,937	1,067,413	5,090,442
Musgrave Harbour	990	50,468	49,446	51,693	51,693	53,941	257,241
Musgravetown	564	32,215	31,562	32,997	32,997	34,432	164,202
Nain	1,125	56,253	55,113	57,618	57,618	60,123	286,725
New Perlican	186	16,018	15,694	16,407	16,407	17,121	81,647
New-Wes-Valley	2,172	101,114	99,066	103,569	103,569	108,072	515,390
Nippers Harbour	85	11,691	11,454	11,974	11,974	12,495	59,589
Norman's Cove-Long Cove	666	36,585	35,844	37,473	37,473	39,103	186,479
Norris Arm	737	39,628	38,825	40,590	40,590	42,354	201,986
Norris Point	670	36,757	36,012	37,649	37,649	39,286	187,353
North River	570	32,472	31,814	33,260	33,260	34,706	165,513
North West River	547	31,486	30,849	32,251	32,251	33,653	160,490
Northern Arm	426	26,302	25,769	26,940	26,940	28,112	134,063
Old Perlican	633	35,171	34,459	36,025	36,025	37,591	179,272
Pacquet	164	15,076	14,770	15,442	15,442	16,113	76,842
Paradise	21,389	924,523	905,795	946,967	946,967	988,139	4,712,391
Parkers Cove	248	18,675	18,297	19,128	19,128	19,960	95,188
Parson's Pond	345	22,831	22,369	23,385	23,385	24,402	116,373
Pasadena	3,620	163,158	159,853	167,119	167,119	174,385	831,634
Peterview	828	43,527	42,645	44,583	44,583	46,522	221,860
Petty Harbour-Maddox Cove	960	49,183	48,186	50,377	50,377	52,567	250,689
Pilley's Island	294	20,646	20,228	21,147	21,147	22,067	105,234
Pinware	88	11,819	11,580	12,106	12,106	12,633	60,244
Placentia	3,496	157,845	154,647	161,677	161,677	168,706	804,552
Point au Gaul	88	11,819	11,580	12,106	12,106	12,633	60,244
Point Lance	102	12,419	12,168	12,721	12,721	13,274	63,301
Point Leamington	591	33,372	32,696	34,182	34,182	35,668	170,099
Point May	231	17,946	17,583	18,382	18,382	19,181	91,475
Point of Bay	154	14,647	14,350	15,003	15,003	15,655	74,658
Pool's Cove	193	16,318	15,988	16,714	16,714	17,441	83,176
Port Anson	130	13,619	13,343	13,949	13,949	14,556	69,417

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Port au Choix	789	41,856	41,008	42,872	42,872	44,736	213,343
Port au Port East	579	32,858	32,192	33,655	33,655	35,118	167,478
Port au Port West-Aguathuna-Felix Cove	449	27,287	26,735	27,950	27,950	29,165	139,086
Port Blandford	601	33,800	33,116	34,621	34,621	36,126	172,283
Port Hope Simpson	412	25,702	25,181	26,326	26,326	27,471	131,006
Port Kirwan	52	10,277	10,069	10,526	10,526	10,984	52,381
Port Rexton	340	22,617	22,159	23,166	23,166	24,173	115,281
Port Saunders	674	36,928	36,180	37,825	37,825	39,469	188,227
Portugal Cove South	150	14,476	14,183	14,827	14,827	15,472	73,785
Portugal Cove-St. Phillip's	8,147	357,131	349,896	365,801	365,801	381,705	1,820,333
Postville	177	15,633	15,316	16,012	16,012	16,708	79,682
Pouch Cove	2,069	96,701	94,742	99,049	99,049	103,355	492,895
Raleigh	177	15,633	15,316	16,012	16,012	16,708	79,682
Ramea	447	27,202	26,651	27,862	27,862	29,073	138,650
Red Bay	169	15,290	14,980	15,661	15,661	16,342	77,934
Red Harbour	189	16,147	15,820	16,539	16,539	17,258	82,302
Reidville	509	29,858	29,253	30,583	30,583	31,913	152,190
Rencontre East	139	14,004	13,721	14,344	14,344	14,968	71,382
Renews-Cappahayden	301	20,946	20,522	21,454	21,454	22,387	106,763
Rigolet	305	21,117	20,689	21,630	21,630	22,570	107,637
River of Ponds	215	17,261	16,911	17,680	17,680	18,449	87,981
Riverhead	185	15,975	15,652	16,363	16,363	17,075	81,429
Robert's Arm	805	42,541	41,679	43,574	43,574	45,468	216,837
Rocky Harbour	947	48,626	47,641	49,806	49,806	51,972	247,850
Rose Blanche-Harbour le Cou	394	24,931	24,426	25,536	25,536	26,646	127,074
Rushoon	245	18,546	18,171	18,997	18,997	19,823	94,533
Salmon Cove	680	37,185	36,432	38,088	38,088	39,744	189,537
Salvage	124	13,362	13,091	13,686	13,686	14,281	68,106
Sandringham	229	17,861	17,499	18,294	18,294	19,090	91,038
Sandy Cove	122	13,276	13,007	13,598	13,598	14,190	67,669
Seal Cove, F.B	242	18,418	18,045	18,865	18,865	19,685	93,878
Seal Cove, W.B	303	21,032	20,605	21,542	21,542	22,479	107,200
Small Point-Adam's Cove-Blackhead-Broad Cove	387	24,631	24,132	25,229	25,229	26,326	125,546
South Brook	482	28,701	28,120	29,398	29,398	30,676	146,294
South River	647	35,771	35,047	36,640	36,640	38,233	182,330
Southern Harbour	395	24,974	24,468	25,580	25,580	26,692	127,293
Spaniard's Bay	2,653	121,724	119,258	124,679	124,679	130,100	620,441
Springdale	2,971	135,350	132,608	138,636	138,636	144,663	689,892
St. Alban's	1,186	58,866	57,674	60,295	60,295	62,917	300,048

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
St. Anthony	2,258	104,799	102,676	107,343	107,343	112,010	534,173
St. Bernard's-Jacques Fontaine	433	26,602	26,063	27,248	27,248	28,432	135,592
St. Brendan's	145	14,262	13,973	14,608	14,608	15,243	72,693
St. Bride's	252	18,846	18,465	19,304	19,304	20,143	96,062
St. George's	1,203	59,595	58,387	61,041	61,041	63,695	303,760
St. Jacques-Coomb's Cove	588	33,243	32,570	34,050	34,050	35,531	169,444
St. John's	108,860	4,672,474	4,577,822	4,785,905	4,785,905	4,993,988	23,816,093
St. Joseph's	115	12,976	12,713	13,291	13,291	13,869	66,141
St. Lawrence	1,192	59,123	57,926	60,559	60,559	63,192	301,358
St. Lewis	194	16,361	16,030	16,758	16,758	17,487	83,394
St. Lunaire-Griquet	604	33,929	33,241	34,752	34,752	36,263	172,938
St. Mary's	347	22,917	22,453	23,473	23,473	24,494	116,810
St. Pauls	238	18,246	17,877	18,689	18,689	19,502	93,004
St. Shott's	66	10,877	10,656	11,141	11,141	11,625	55,439
St. Vincent's-St. Stephen's-Peter's River	313	21,460	21,025	21,981	21,981	22,937	109,384
Steady Brook	444	27,073	26,525	27,730	27,730	28,936	137,994
Stephenville	6,623	291,830	285,919	298,915	298,915	311,911	1,487,491
Stephenville Crossing	1,719	81,704	80,049	83,688	83,688	87,326	416,455
Summerford	906	46,869	45,919	48,007	48,007	50,094	238,895
Sunnyside (T.B.)	396	25,016	24,510	25,624	25,624	26,738	127,511
Terra Nova	73	11,177	10,950	11,448	11,448	11,946	56,968
Terrenceville	482	28,701	28,120	29,398	29,398	30,676	146,294
Tilt Cove	5	8,263	8,095	8,463	8,463	8,831	42,117
Torbay	7,899	346,504	339,485	354,916	354,916	370,347	1,766,169
Traytown	267	19,489	19,094	19,962	19,962	20,830	99,338
Trepassey	481	28,658	28,078	29,354	29,354	30,630	146,075
Trinity	169	15,290	14,980	15,661	15,661	16,342	77,934
Triton	983	50,168	49,152	51,386	51,386	53,620	255,712
Trout River	552	31,701	31,058	32,470	32,470	33,882	161,582
Twillingate	2,196	102,143	100,074	104,622	104,622	109,171	520,632
Upper Island Cove	1,561	74,934	73,416	76,753	76,753	80,090	381,948
Victoria	1,800	85,175	83,449	87,243	87,243	91,036	434,145
Wabana	2,146	100,000	97,975	102,428	102,428	106,881	509,712
Wabush	1,906	89,717	87,899	91,895	91,895	95,890	457,296
West St. Modeste	111	12,805	12,545	13,116	13,116	13,686	65,267
Westport	195	16,404	16,072	16,802	16,802	17,533	83,613
Whitbourne	890	46,183	45,248	47,304	47,304	49,361	235,401
Whiteway	373	24,031	23,544	24,614	24,614	25,684	122,488
Winterland	390	24,759	24,258	25,360	25,360	26,463	126,201

Municipality	Distribution of Gas Tax with Base Allocation + Per Capita						
	2016 Pop	2019-20 Allocation	2020-21 Allocation	2021-22 Allocation	2022-23 Allocation	2023-24 Allocation	5 Year Total
Winterton	450	27,330	26,777	27,994	27,994	29,211	139,305
Witless Bay	1,619	77,419	75,851	79,299	79,299	82,747	394,615
Woodstock	190	16,190	15,862	16,583	16,583	17,304	82,521
Woody Point	282	20,132	19,724	20,620	20,620	21,517	102,614
York Harbour	344	22,788	22,327	23,342	23,342	24,356	116,154
Roddickton - Bide Arm	999	50,854	49,824	52,088	52,088	54,353	259,207
<i>Bide Arm</i>							
<i>Roddickton</i>							
Trinity Bay North	1,819	85,989	84,247	88,076	88,076	91,906	438,295
<i>Trinity Bay North (Not Regionalized with Little Catalina)</i>							
<i>Little Catalina</i>							
Fogo Island	2,244	104,199	102,089	106,729	106,729	111,369	531,115
<i>Fogo</i>							
<i>Fogo Island Region</i>							
<i>Joe Batt's Arm-Barr'd Islands-Shoal Bay</i>							
<i>Seldom-Little Seldom</i>							
<i>Tilting</i>							
<b>Grand Total</b>		<b>22,214,174</b>	<b>21,764,174</b>	<b>22,753,454</b>	<b>22,753,454</b>	<b>23,742,735</b>	<b>113,227,992</b>

## REQUEST FOR DECISION

**SUBJECT:**       **GAS TAX AGREEMENT - CAPITAL INVESTMENT PLAN 2019-2024**

**DESCRIPTION:** In November 2014 the City approved the Ultimate Recipient Gas Tax Agreement with the Province. That agreement was for the period 2014 to 2024 with the 2019-2024 Gas Tax allocations to be provided based on the 2016 census results.

The annual allocations are:

2019-20	\$856,694
2020-21	\$839,340
2021-22	\$877,492
2022-23	\$877,492
2023-24	\$915,644
Total	\$4,366,662

The City is required to complete a Capital Investment Plan for submission to the Department of Municipal Affairs and Environment (MAE). The Capital Investment Plan includes identification of the projects that are to be completed with the gas tax funding. The City has normally used this funding towards road and asphalt improvements, and it is proposed to do the same with the next 5 year block of funding.

**PROPOSED MOTION:** It is **RESOLVED** to approve the submission of the Capital Investment Plan for the period 2019-2024 for \$4,366,662 with the funding to be utilized towards road and asphalt improvements.

**IMPLICATIONS OF RECOMMENDATION:**

**Staff Recommendation:** Staff recommends proceeding with the submission of this CIP.

**Legislative Authority:**

**Estimated Revenues:** \$856,694 to \$915,644 annually from 2019 to 2024

**Budget Line Item:**

**BACKGROUND:**

Report/Document:

Submitted by: Dale Park

Date: February 21, 2019

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_





## CAPITAL INVESTMENT PLAN APPLICATION

- A electronic copy of this template is available at: <http://www.mae.gov.nl.ca/for/gta.html>

### Contact Information:

Name of Municipality/Inuit Community Government: City of Corner Brook

Contact Name: Dale Park

Phone: 709-637-1563

**If this a Revised Project:** Yes   
 No

**If yes, please indicate Project Number:** \_\_\_\_\_

### Identification of Proposed Project:

Project Title: Road and Asphalt Improvements

Eligible Project Category:

Tick **one** of the appropriate categories

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Local Roads and Bridges</b> | <input type="checkbox"/> <b>Drinking Water</b>              |
| <input type="checkbox"/> <b>Highways</b>                           | <input type="checkbox"/> <b>Wastewater</b>                  |
| <input type="checkbox"/> <b>Short-sea Shipping</b>                 | <input type="checkbox"/> <b>Solid Waste</b>                 |
| <input type="checkbox"/> <b>Short-line rail</b>                    | <input type="checkbox"/> <b>Community Energy Systems</b>    |
| <input type="checkbox"/> <b>Brownfield Redevelopment</b>           | <input type="checkbox"/> <b>Sport Infrastructure</b>        |
| <input type="checkbox"/> <b>Broadband Connectivity</b>             | <input type="checkbox"/> <b>Recreational Infrastructure</b> |
| <input type="checkbox"/> <b>Public Transit</b>                     | <input type="checkbox"/> <b>Disaster Mitigation</b>         |
| <input type="checkbox"/> <b>Cultural Infrastructure</b>            | <input type="checkbox"/> <b>Capacity Building</b>           |
| <input type="checkbox"/> <b>Tourism Infrastructure</b>             |   |

1) Description of the proposed project, including the project location.

(If other municipalities are involved in this project, please indicate the names of the municipalities. Provide the specific location (street name) of the project and a site map or plan, if available)

The City of Corner Brook is proposing to use the full gas tax allocation for 2019-2024 for Road and Asphalt Improvements. The City utilizing Paver pavement management system to identify the priority areas each year for its asphalt program. The specific locations cannot be identified at this time. The cost estimates for each section of road to be improved would be available each year once the tender for the work is awarded.

## 2) Proposed Project Financing

(A) Gas Tax Funding	(B) Municipal Funding	(C) Provincial Funding	(D) Other Federal Funding	(E) Other Funding	(A)+(B)+(C)+(D)+(E) Total Estimated Project Cost
\$4,366,662					\$4,366,662

- Does this project require signage, as per the Infrastructure Project sign Design and Installation Guidelines (<http://www.mae.gov.nl.ca/for/gta.html>.)

Yes  **X**  
 No

If yes, please ensure the cost is included in the Total Estimated Project Cost and a quote is attached.

- Will this project receive (or has the project received) funding from other provincial/federal programs? Y N
- If yes, please indicate the name of the provincial/federal program(s), as well as the associated project number:

The City is also anticipating completing other asphalt and paving programs separate from the Gas Tax allocation, however they would be funded separately under MYC or other approved funding programs.

- What is the estimated starting date of the proposed project? June 2019  
 ➤ What is the estimated completion date of the proposed project? November 2024

## 3) How will this project provide a beneficial impact on your community?

The improvements in the City paving and road infrastructure will result in more efficient transportation routes and lowering of greenhouse gases.

- 4) Does this project relate to infrastructure owned by the municipality/ICG? Y N  
 If no, who owns the infrastructure? \_\_\_\_\_

**REMINDER: Attach the cost estimate and resolution of council for your proposed project.**

**Submit completed application to:**

Gas Tax Secretariat  
 Department of Municipal Affairs and Environment  
 Confederation Building, West Block  
 P.O. Box 8700  
 St. John's, NL  
 A1B 4J6

Facsimile: (709) 729-3605  
 E-mail: [gastax@gov.nl.ca](mailto:gastax@gov.nl.ca)

Questions:  
 Please call 1-877-729-4393 or E-mail: [gastax@gov.nl.ca](mailto:gastax@gov.nl.ca)



# CITY OF CORNER BROOK

## Policy Statement

<b>Index</b>	Protective Services		<b>Section</b>	Corner Brook Fire Department		
<b>Title</b>	Out of Jurisdiction Response - 2019		<b>Policy Number</b>	16-01-01	<b>Authority</b>	Council
<b>Approval Date</b>	04 March 2019	<b>Effective Date</b>	04 March 2019	<b>Revision Date</b>		

### **Purpose**

Establishment of guidelines by which the Corner Brook Fire Department may respond to incidents outside the City of Corner Brook's geographic municipal boundaries.

### **Policy Statement**

The Corner Brook Fire Department may respond to incidents outside our municipal boundary provided that such response does not unreasonably impede the emergency response readiness of the Corner Brook Fire Department and its service delivery to Corner Brook. It is understood that when deployed outside its jurisdiction, the City is providing a subordinate response to that of the primary emergency service provider for the area to which it responds.

In non-incorporated area/s, except where there exists a written agreement for services, the Corner Brook Fire Department will conduct responses only where there is an immediate threat to life or consequential threat to the City, and will do so as the primary emergency service provider.

All costs incurred by the City for deployment of the Corner Brook Fire Department outside its municipal boundary shall be paid by the entity requesting or incurring the Corner Brook Fire Department emergency response services.

### **Definitions**

Incident means occurrences that require emergency response services including: fires; high angle rescues; rescues requiring use of the City's rescue boat or ice rescue; motor vehicle collisions on the Trans-Canada Highway between Pasadena and Gallants Hill and secondary provincial highways; hazardous material occurrences (as per agreement NL Fire and Emergency Services); and any other emergency services requested by NL Fire and Emergency Services, the Royal Newfoundland Constabulary, or Royal Canadian Mounted Police.

Entity means an individual or an agency or an organization including a fire department or a municipality.

### **References**

- a. Corner Brook Fire Department Standard Operating Procedure "Outside of Jurisdiction Response"



b. NL Fire and Emergency Service and City of Corner Brook Hazardous Materials Response Agreement

***Detailed Action Required***

The decision as to whether the Corner Brook Fire Department will provide a response rests with the Director of Protective Services in consultation with the Deputy Fire Chief and/or the City Manager. The Corner Brook Fire Department Standard Operating Procedure “Outside Jurisdiction Response” will guide the Director in determining whether to authorize the Cbfd to conduct a response.

All costs incurred by the City of Corner Brook, as a result of an “Outside Jurisdiction Response”, are to be recovered by the Cbfd from the entity requesting or from the individual/s incurring the Cbfd response services. As the Aerial device has been partially funded by the province on the condition of regional servicing, the apparatus itself is exempt from cost recovery.

Note: Council reserves the right to revoke or amend this policy at any time.

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

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MAYOR

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CITY CLERK



## CITY OF CORNER BROOK

### Policy Statement

<b>Index</b>	Finance and Administration		<b>Section</b>	Collections		
<b>Title</b>	Out of Jurisdiction Response		<b>Policy Number (Index-Sector-No.)</b>	1-03-21	<b>Authority</b>	Council
<b>Approval Date:</b>	02 Dec 2013	<b>Effective Date</b>		<b>Last revision date</b>		

#### ***Purpose:***

The Corner Brook Fire Department will respond to incidents outside our jurisdiction based on our capabilities, or extenuating conditions, at the time of the incident.

#### ***Policy Statement:***

The Corner Brook Fire Department will deploy what resources possible without detriment to the residents of the City of Corner Brook.

Any costs incurred by the City will be recouped based on a formula developed by the Office of the Fire Chief and the Director of Corporate Services. Council reserves the right to direct changes to the existing rates as necessary.

#### ***Definitions:***

1. These incidents include but are not limited to motor vehicle incidents on the Trans-Canada Highway and other secondary provincial highways, structural responses in non-incorporated areas, responses to municipalities who have requested our assistance, hazardous materials incidents (based on the existing agreement with the Province of Newfoundland and Labrador) or any other emergency assistance requested by the Office of the Fire Commissioner, Fire and Emergency Services, NL.

#### ***References:***

#### ***Detailed Action Required:***

1. The Corner Brook Fire Department will provide other, non-specified, requested assistance to the level of their capabilities and extenuating conditions, at the time of the request.
2. The determination of the level of response and resources allocated will be determined by the General Operating Guidelines of the Corner Brook Fire Department.

3. In the case of a motor vehicle incident or a motorized vehicle incident, the costs will be billed to the registered owner of the vehicle(s) involved.

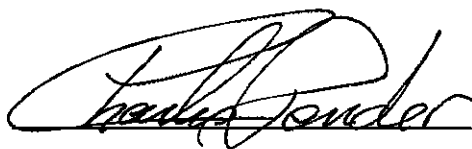
Any costs incurred as the result of a response to a residential structure or commercial structure incident will be billed to the owner(s) of the structure(s) involved.

4. All costs incurred at the scene of a hazardous materials incident will be billed according to Transport Canada regulations and in accordance with the existing contract between the City of Corner Brook and the Province of Newfoundland and Labrador.

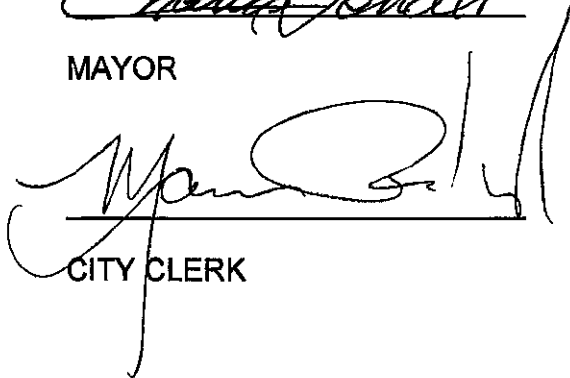
5. The aerial device (Ladder 9) is exempted from the cost recovery guidelines contained in this policy, due to the funding arrangement between the City of Corner Brook and the Province of Newfoundland and Labrador, at the time of purchase.

NOTE: Council reserves the right to revoke or amend this arrangement, at any time.

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



MAYOR



CITY CLERK