



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Committee of the Whole Meeting of the Corner Brook City Council, to be held on **January 11, 2021** at **7:00 P.M.** **Council Chambers, City Hall.**

**Due to COVID-19 there will be no public access to City Hall.** Meeting will be live streamed on the City's Facebook page.

---

CITY CLERK

---

Page

- |         |  |
|---------|--|
| 1       | <b>CALL MEETING TO ORDER</b>                         |
| 2       | <b>APPROVALS</b>                                     |
|         | 2.1 Approval of Agenda                               |
| 3 - 8   | 2.2 Approval of Minutes (Nov 23, 2020)               |
| 9 - 11  | 2.3 Confirmation of Minutes                          |
| 3       | <b>BUSINESS ARISING FROM MINUTES</b>                 |
|         | 3.1 Business Arising From Minutes                    |
| 4       | <b>CORRESPONDENCE/PROCLAMATIONS/PETITIONS/</b>       |
| 13 - 14 | 4.1 PET Scanner Letter                               |
| 5       | <b>PUBLIC SAFETY REPORT</b>                          |
| 15 - 16 | 5.1 Discharge of Fireworks within City Limits        |
| 17      | 5.2 Revision of City Emergency Management Plan       |
| 19 - 22 | 5.3 Protective Services Statistics for December 2020 |
| 6       | <b>PUBLIC WORKS REPORT</b>                           |
| 23 - 26 | 6.1 IR - Automatic Vehicle Location (AVL) System     |
| 7       | <b>DEVELOPMENT &amp; PLANNING UPDATE</b>             |

27 - 29	7.1	Development and Planning Committee Update
31 - 32	8	<b>COMMUNITY SERVICES DIVISION REPORT</b>
33 - 37	8.1	Community Services Project Update
	8.2	Corner Brook, Humber Valley and Bay of Islands Content Development Project - DMO Go Western NL
	9	<b>FINANCE &amp; ADMINISTRATION REPORT</b>
39 - 41	9.1	Council Travel Report 2020
43 - 51	9.2	Accounts Receivable Update
53 - 54	9.3	Tax Bills 2021
	10	<b>RECREATION</b>
55 - 57	10.1	Civic Centre and Recreation Activity Updates
	11	<b>CAPITAL PROJECTS REPORT</b>
59	11.1	Capital Projects Committee Update
	12	<b>AGREEMENTS</b>
61 - 77	12.1	Multi Year Capital Works Program (MYCW 2017-2020) Amendment No. 2
79 - 122	12.2	Corner Brook Storm Sewer Assessment
	13	<b>COUNCIL</b>
123 - 124	13.1	Council Meeting Schedule 2021
125 - 132	13.2	Council Code of Conduct
	14	<b>OTHER BUSINESS</b>
	14.1	In Camera Items
	15	<b>ADJOURNMENT</b>

**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
VIDEO CONFERENCE  
MONDAY, 23 NOVEMBER, 2020 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	B. Griffin	D. Park, Director of Finance & Administration
Councillors:	T. Buckle	D. Charters, Director Community Engineering Development and Planning
	L. Chaisson	T. Flynn, Director of Protective Services
	V. Granter	M. Redmond, City Clerk
	B. Staeben	

Absent with regrets: Councillor J. Carey, D. Burden, Director of Public Works, Water and Waste Water Services

CALL MEETING TO ORDER: The meeting was called to order at 7:00 p.m.

**COW20-061 Approval of Agenda**

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda as circulated with the following addition:

1. Civic Center and Recreation Division Update. **MOTION CARRIED.**

**COW20-062 Approval of Minutes - Committee of the Whole Meeting - October 26, 2020**

On motion by Councillor B. Staeben, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Minutes of the Committee of the Whole Meeting of October 26, 2020 as presented. **MOTION CARRIED.**

**COW20-063 Business Arising From Minutes**

No items were brought forward.

**COW20-064 Proclamations**

Mayor Parsons announced that a proclamation was signed declaring **November 20, 2020** as **NATIONAL CHILD DAY** in the City of Corner Brook.

**COW20-065 Provincial Department Realignment**

Councillor T. Buckle reported that the Provincial Government has realigned some departments. Under the revised structure the Fire Department will report to Fire and Emergency Services and NL911 will report to the Department of Justice and Public Safety.

**COW20-066 Protective Services Statistic - October 2020**

Councillor T. Buckle presented the Protective Services statistics for the month of October 2020.

- Municipal Enforcement Officers responded to 66 calls for service in response to a variety of bylaw and animal control issues. Additionally, 169 parking related violations were issued for various infractions.
- The Corner Brook Fire Department received 30 calls for service. The Fire Prevention Inspector conducted a number of inspections, as well as conducted a fire drill and overseen fire prevention week activities.
- The Corner Brook PSAP received 4572 calls in October.

**COW20-067 Winter Parking Ban**

Councillor T. Buckle reported that the overnight winter parking ban will commence December 1, 2020 and will be in effect until May 1, 2020.

**COW20-068 Public Works, Water & Wastewater Update**

Councillor V. Granter presented an update from the Department of Public Works, Water and Wastewater regarding the guidelines for winter maintenance in the City as follows:

- road conditions and weather forecast are being monitored by staff 24 hours a day;
- the City's first priority is keeping major roads clear of snow and ice;
- prior to a winter storm, salt trucks will begin de-icing main roads and then continue with the remainder of the street indicated by priority routes;
- snow accumulation beyond 3-5cm will be removed using de-icing salt sand mix;

**COW20-069 Development & Planning Committee Update**

Councillor L. Chaisson presented an update from Development and Planning regarding several projects:

- **Shoppers Drug Mart** - major renovations have been completed to the Millbrook Mall location;
- **Municipal Plan Update** - An RFP is being reviewed and will be issued by the end of November. The project is expected to be completed by the end of 2022;
- **CB Acute Care Hospital** - project is well underway and is set to be completed by end of 2023. The project has obtained multiple permits over the past year totaling over \$100 million to date;
- **Grenfell Drive Medical Center (Dr. Justin French)** - projecting is on schedule and interior work has commenced. Once complete it will be the first private eye care clinic of its type in the province and will perform surgical procedures outside of a hospital setting;
- **Orthodontist Building (Dr. Bill Taylor)** - permit was issued June 10, 2020 and the project is on schedule with foundation installed and exterior walls/steel framing being erected. It is anticipated that the



building will be enclosed before any heavy snow accumulation. The completion date is set for summer 2021.

**COW20-070 Baker's Brook Quarry Expansion**

Councillor L. Chaisson reported that the City of Corner Brook received an application for a 14.1 ha (hectares) expansion of the Baker's Brook Quarry in Wild Cove. The expansion proposal was referred to multiple agencies within the Provincial Government as well as the City of Corner Brook and the Town of Hughes Brook. Based on concerns brought forth by Hughes Brook, the Department of Municipal Affairs and Environment requested that the applicant submit an Environment Protection Plan in order to mitigate measures to address concerns - which has since been approved. City staff is satisfied that all issues were addressed and recommended approving the application for quarry expansion as a permitted use within the Mineral Working Zone. It was agreed to process the application unless any further issues were raised.

**COW20-071 Community, Engineering, Development & Planning Update**

- Councillor T. Buckle provided an update from Community, Engineering, Development and Planning Division as follows:
- **Corner Brook Sign** - shipping has been significantly delayed and staff are planning for a spring install. The company has provided a complimentary banner for the reverse parade and for other City events;
- **STAR** – planning ongoing
- **GeoPark** - staff will be attending a board meeting on December 1st to get an update on geological survey;
- **Trails** - meeting set for November 26th to discuss the suggested trail improvements provided by Bill Goulding and to develop a plan to undertake trail improvement projects;
- **Branding** - staff are working on a Branding and Marketing project RFP to be released in the coming weeks;
- **Partners** - staff recently met with ACOA-TCAR to discuss remaining funding for the projects and remaining action items. Staff will be hosting a meeting of the Advisory Committee in December to discuss progress on STAR, action items, as well as Branding and Marketing updates. Staff will also be hosting a Regional Summit in January to update regional partners on all projects including STAR and the Regional Recreation Centre;
- **Tract Consulting** – a meeting took place with Tract Consulting on November 18th to discuss STAR and to complete the midway report for project;
- **Mill Whistler** - the City has been nominated by the Department of Tourism Culture, Arts and Recreation for an award through the Economic Development Association of NL.

- **Public Art** - staff are developing an RFP for a large scale art piece as part of DUDAP. The artwork will be situated on the Great Trail at Griffin Drive.
- **Waste Management** - staff are leading a research project regarding the possibility of improving the yard Fall Leaf collection program. Data was collected during the Fall yard Waste Collection period (November 16-20);
- **Transit Study and System Design** - project is underway and consultant is setting up stakeholder engagement sessions and gathering data for the project. Staff are aiming to complete project by the end of January but expect some delays. The 4 main components to the study are:
  - Public/Stakeholder Engagement
  - Review on Existing Service and current policies
  - Review "On-Demand" service models to determine if such a model is appropriate for Corner Brook
  - Develop a Service Plan including an implementation plan

#### **COW20-072 Reverse Parade Update**

Councillor T. Buckle presented details on the Reverse Christmas Parade. He advised that the Parade will be occurring on December 12th from 5:00-9:00 p.m. but will be extended if there is traffic congestion. There will be 25 Story Boards displayed throughout the street and each story board will be adopted by local organizations. Volunteers will be required to wear a mask and maintain social distancing. A banner has been ordered with a special message which will be displayed at the start of the parade. The Mill Whistler Road Train will be decorated and will be set up at the Majestic Lawn, the White House Lawn and the City Square will also be decorated. The Fire Department and the RNC will have displays. Security will be set up on the streets and Public Works will be controlling the traffic and Search and Rescue will be in place.

#### **COW20-073 Accounts Receivable Update**

Councillor B. Staeben presented an update on taxes receivables. He advised that the City has been actively working to collect accounts that are outstanding in both business and property tax.

At the end of October, outstanding taxes owing totalled \$3,567,280 which represented 1,329 accounts; 226 of which were for business tax totaling \$633,674. Residents and businesses with outstanding taxes are encouraged to make arrangements to have their accounts paid in full or arrange to have a payment plan set. The failure to address any outstanding balances will result in the City taking further collection efforts including water shutoffs, rental seizures, tax sales, statement of claims or other legal action.

**COW20-074    Budget 2021**

Councillor B. Staeben advised that Council and staff have been working over the past few months to develop a plan for 2021 that meets the financial and operational needs of the City, while recognizing the fiscal capacity of our residents and business. The City of Corner Brook's annual budget will be presented at the public meeting on December 7, 2020.

**COW20-075    City Hall Hours Open to Public**

Councillor B. Staeben advised that, effective November 23, 2020 City Hall will be open to the public between the hours of 9:30 AM to 4:00 PM. The public will only be allowed access through the Civic Square entrance and are required to follow all guidance from the Provincial Chief Medical Officer and all posted signage. Members of the public who attend City Hall will have to register at the Customer Service Desk upon entry and provide contact information for contact tracing purposes.

**COW20-076    Capital Projects**

Deputy Mayor B. Griffin presented an update from the Capital Project Committee regarding various capital projects being undertaken in the City as follows:

- **Asphalt Paving Program** - program is complete for 2020;
- **Woodman's Culvert Replacement** - project is almost complete with only final cleanup to be completed in the spring of 2021 (hydro seed, etc.);
- **Jubilee Clubhouse** - project is almost complete with landscaping work and building access nearing completion;
- **Corner Brook Regional Recreation Centre** - the request for qualifications (RFQ) document for Design Build Teams is in the final stages of editing and is released and will close on Friday, December 12th. Once qualification documents are reviewed and scored, the steering committee will narrow the field to 3 or 4 proponents to submit proposals for the upcoming Design Build RFP. The project is currently on schedule;
- **Future Capital Projects** - engineering staff successfully submitted the Council approved project list to the Investing in Canada Infrastructure Program (ICIP) before the deadline however there has been no official word on Multi Year Capital (MYC) Project funding from the province. Once funding is announced, staff will begin to move forward.

**COW20-077    Youth Advisory Committee Update**

Councillor L. Chaisson presented an update from the Youth Advisory Committee as follows:

- the Committee designated Mira Buckle as Committee Co-Chair;
- the Committee has launched a new web page which is posted on the City's Website;

- 
- the Committee is currently recruiting new members. The application to apply can be found on the committee's web page. The deadline for applications is December 18th. The committee will be reviewing applications when they meet next on January 5th, 2021;
  - some prospective projects have been put on hold due to COVID-19. Committee members hope to be able to proceed with those projects once it is safe to do so;
  - the committee is finalizing indoor placements for the "Signs of Positivity" and is hoping to signs erected before Christmas;
  - the committee was approached by Zach Goudie from CBC to do an interview and are hoping to schedule that in the coming weeks;
  - the committee is planning an event "12 Days of Kindness" to challenge residents using "#CBKindness" and promote kindness in the community;
  - the committee is preparing a grant application for a project focused on the environment and climate action in 2021.

**COW20-078 Corner Brook Civic Centre & Recreation Department**

Councillor T. Buckle presented an update on the operations of the Civic Centre and Recreation Department.

**COW20-079 In Camera Items (If Required)**

No items were brought forward.

**ADJOURNMENT: The meeting adjourned at 8:00 p.m.**

---

City Clerk

---

Mayor

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	---

<b>Subject Matter: Ratification of Decisions</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: January 11, 2021</b>

**Issue:** Ratification of Minutes from previous Council in Committee and Committee of the Whole meetings

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

<b>Council in Committee Meeting – August 10, 2020</b>
<b>It is RESOLVED to ratify resolution CC20-047 – Western School of Nursing:</b>
<p><i>On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is <b>RESOLVED</b> to approve engaging an engineer to evaluate the structural suitability of the Annex's ability to be renovated to accommodate the potential relocation of the Western School of Nursing. <b>MOTION CARRIED.</b></i></p>

<b>Council in Committee Meeting – August 17, 2020</b>
<b>It is RESOLVED to ratify Resolution CC20-053 – Western School of Nursing – Letter of Understanding:</b>
<p><i>On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is <b>RESOLVED</b> to approve execution of the letter of understanding between the City and Western Health in regards to the potential relocation of the Western School of Nursing. <b>MOTION CARRIED.</b></i></p>



**City of Corner Brook  
Request for Decision (RFD)**

**Council in Committee Meeting – December 11, 2020**

**It is RESOLVED to ratify Resolution CC20-075 – Approval of Agenda:**

*On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the agenda for the Special Council in Committee as presented.*

**It is RESOLVED to ratify Resolution CC20-077A – Corner Brook Civic Centre Annex/Nursing School Update:**

**CC20-077A**

**Mayor J. Parsons relinquished the chair and Deputy Mayor B. Griffin Chaired a portion of the meeting in order for Mayor Parsons to bring forth a motion.**

*On motion by Mayor J. Parsons, seconded by Councillor T. Buckle, it is **RESOLVED** to ask staff to make a recommendation on how to move forward on consultation relating to the Annex/School of Nursing project and to answer any technical question Council may have. **MOTION CARRIED.***

**Note: Motion CC20-077 was put forth but was subsequently defeated and hence does not require ratification**

**CC20-077**

*On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** that the City of Corner Brook cease all discussions concerning any potential leasing and or reconfiguration of the Corner Brook Civic Center Annex. In keeping with the original intended purpose and historical usage, be it **FURTHER RESOLVED** that the Corner Brook Civic Center annex be retained as a community asset to be utilized by the sporting community and related community activities and initiatives. (**Mayor J. Parsons, Deputy Mayor B. Griffin, Councillor B. Staeben and Councillor T. Buckle voted against the motion.**) **MOTION DEFEATED.***

**Council in Committee Meeting – December 17, 2020**

**It is RESOLVED to ratify Resolution CC20-078 – Approval of Agenda:**

*On motion by Councillor T. Buckle, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.***

**It is RESOLVED to ratify Resolution CC20-080 – Annex/School of Nursing – Consultation Recommendation:**



**City of Corner Brook  
Request for Decision (RFD)**

*On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to postpone the agenda item regarding the Annex/Western Regional School of Nursing Consultation until the next Council meeting. (**Mayor J. Parsons, Deputy Mayor B. Griffin and Councillor T. Buckle**) voted **AGAINST the motion.**) **MOTION CARRIED.***

**Legal Review:** Section 41 (3) of the City of Corner Brook Act

**Governance Implications:** Motions approved in a privileged meeting must be ratified in a public meeting of Council to become valid

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

**Prepared by:** Jessica Smith, Legislative Assistant

**Supervisor:** Marina Redmond, City Clerk

**City Manager:** Rodney Cumby

**Date:** January 7, 2021

**Additional Comments by City Manager:**







January 8, 2021

The Honourable Andrew Furey, Premier  
 The Office of the Premier  
 Confederation Building, East Block  
 P.O Box 8700  
 St. John's, NL A1B 4J6

Re: PET Scanner for new Acute Care Hospital in Corner Brook

Dear Mister Premier,

I'm writing you today on behalf of the Council of the City of Corner Brook.

The residents of Corner Brook are excited to see the development of our new regional acute care hospital. This substantial investment will serve residents from the entire western half of the province, including Labrador, for decades to come.

Newfoundland and Labrador is faced with enormous fiscal and economic challenges. With almost half of our population dispersed over 95% of our land mass, it is imperative that we find ways to promote regionalization into population hubs like Corner Brook. By concentrating our population in regional centers, we will have opportunities to provide more efficient government services and attract new families and investments—those of us outside the Avalon are not ready to concede the fight against our demographic challenges.

We understand it is difficult to provide some medical services outside of St. John's—certain tertiary care is not practical to offer without substantial investment in personnel and facilities. Residents outside of the Avalon recognize this. Everyone has had to travel to the Health Sciences Centre or the Janeway for themselves or a close relative requiring specialized treatment. Where it's feasible, we need to minimize this back and forth, this uncertainty, and this stress for our residents.

A PET scanner for our new hospital is one such way we can provide better care for our residents without being frivolous. This investment will complement our current and upcoming cancer treatment services, meaning significantly-reduced medical travel for a large portion of our residents on the west coast and in Labrador, and it will bolster Corner Brook as a significant regional economic hub.

[www.cornerbrook.com](http://www.cornerbrook.com)

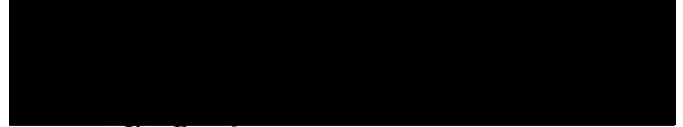
**City of Corner Brook**

P.O. Box 1080, Corner Brook, NL A2H 6E1

Tel: 709-637-1500


Therefore, we respectfully request that you and your government review your plan for diagnostic imaging in our new hospital and commit to providing a PET scanner service when it opens in 2023.

Sincerely,



Jim Parsons  
Mayor of Corner Brook

cc: The Honourable John Haggie, Minister of Health and Community Services  
The Honourable Gerry Byrne, Minister of Immigration Skills and Labour  
The Honourable Scott Reid, Speaker of the House of Assembly  
Eddie Joyce, MHA Humber – Bay of Islands

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
---	--

<b>Subject Matter:</b> Discharge of Fireworks within the City Limits	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>GPC Meeting Date: January 11, 2021</b>

**Topic:** Discharge of Fireworks within City Limits

**Background:** Discharging of fireworks within the City of Corner Brook is regulated by two bylaws:

- 1) Fire Prevention Bylaw: Section 3 states *"No person or persons shall cause, set, light or otherwise ignite an Outdoor Fire within the boundaries of the City during the months of June, July, and August without first applying for and obtaining a Permit from the Chief or a Firefighter authorized by the chief to issue such permits."*

Note: Within the bylaw, the noted definition of "Outdoor Fire" includes firework displays.

- 2) Noise Bylaw: Section 3.k states *"No person shall fire or set-off any sort of firecracker or firework within the City unless permitted to do so by Council."*

Notably, Section 3.d states *"Notwithstanding these Regulations, Council may, at its discretion, and by way of granting a special permit for a specified period of time, waive these Regulations for special events, including but not limited to festivals, concerts, races and parades."*

**Issue:** There are some residents requesting that the discharging of fireworks be banned in our City. Reasons include: 1) Many pets are adversely affected by the noise of discharging fireworks 2) Sensory hyper-sensitive children are also adversely affected by the discharging of fireworks.

Protective Services is seeking direction from Council on how they want this legislation applied in our City.

**Options:** Application of this legislation can take one of three approaches:

- 1) Strict/Absolute Enforcement: This would entail issuing violation notices to all persons found to be breaking the regulation. This approach may be considered unreasonable but could be more manageable if Council were to apply Section 3.d of the Noise Bylaw and a grant specific times when fireworks can be discharged in our City (e.g. December 31-January 01, June 30-July 01, etc.) Public Education will be required to inform our residents of this regulation.



## City of Corner Brook Information Report (IR)

- 2) Selective/Discretionary Enforcement: This would entail enforcement where MEOs would use discretion and decide what and when to enforce based on the nature and severity of the incident (e.g. a dangerous display threatening safety of residents; or random time and very disruptive display/s). This is the approach currently used in our City.
  
- 3) No Enforcement: any enforcement of this provision of the noise bylaw. If Council prefers this approach, we need to revise the Noise Bylaw to remove this section.

**Legal Review:** Our MEOs will seek legal review where necessary in all enforcement activity.


**Governance Implications:** A strict enforcement approach to the Discharge of Fireworks will be difficult to manage without Council providing opportunities for residents to legally practice such activities during special events. Strict enforcement, coupled with special event waivers, is the “black and white” approach to addressing residents’ concerns.

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>Date:</b> January 06, 2021
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 7, 2021

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter:</b> City Emergency Management Plan	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>Meeting Date: January 11, 2021</b>

**Topic:** Revision of the City's Emergency Management Plan

**Background:** As directed by the province's Emergency Services Act, the City of Corner Brook has its own Emergency Management Plan that guides its response to emergencies that occur within its boundaries. This plan is to be reviewed and updated on a tri-annual basis.

**Issue:** Fire and Emergency Services have recently introduced a revised Emergency Plan template that requires the City revise its Emergency Management Plan. This new plan template requires more details to be documented within the plan. This work is underway by the Director of Protective Services.

**Options:** Once this revised plan is completed, it must be sent to the provincial Director of Emergency Services for review and approval. Once it is approved by the provincial Emergency Services Director, it will be returned to Council for final adoption.

**Legal Review:** N/A

**Governance Implications:** City compliance with the provincial Emergency Service Act.


**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>Date:</b> January 07, 2021
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 7, 2021

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter:</b> Protective Services Statistics for month of December 2020	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>Meeting Date: January 11, 2021</b>

**Topic:** Protective Service report for month of October.

**Background:** On a monthly basis Protective Services compiles its statistics to report them out to council and residents.

**Objective:** To inform the residents of Corner Brook of the work that is being done by the Protective Services Department.

**1. Our Municipal Enforcement Officers received 65 calls for services as follows:**

○ **By-law Enforcement:**

- 8 - Untidy property;
- 3 - Uncovered garbage; 1 Without Covering 1 With Covering;
- 2 – Rodent
- 1 – Property Markers
- Various other routine complaints.

○ **Taxi Regulation:**

- 1 - Taxi Driver Permits ;
- 3 - Taxi Vehicle Permits.

○ **Animal Control:**

15 Calls for Service were received that included:

- 4 - Roaming Animals;
- 7 - Injured/Dead Animals;



## City of Corner Brook Information Report (IR)

- 1 - Violations issued.

- **Parking Enforcement:**

152 Parking related violations were issued that included:

- 118 - Expired Meters;
- 4 - Parked on Sidewalk ;
- 4 - Accessible Parking (Handicapped Permit);
- Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, etc.).

### 2. The Corner Brook Fire Department received 34 calls for service that included:

- 1 – residential structural fire; ( Sunnyslope HRV Unit motor burned out)
- 1 – chimney fire;
- 1 - commercial fire; (NL WST, Lundrigan Drive)
- 1 – pole fire;
- 9 - commercial fire alarms;
- 4 – residential smoke alarms;
- 2 – residential carbon monoxide alarms;
- 7 – traffic collisions (2 of which incurred injuries);
- 3 – garbage fires;
- 1 – brush fires;
- 1 – workplace accident;
- 1 – Person trapped in elevator;
- 2 - non-emergency (ambulance medical lift assists).






## City of Corner Brook Information Report (IR)

### The Fire Prevention Inspector conducted:

- 3 – commercial re-inspections;
- 3 – new commercial inspections;
- 2 - occupant capacity inspection;
- 5 – home oxygen inspections;

### 3. The total volume of calls received by the Corner Brook PSAP for December was 4658. The calls are broken out as follows:

- Police – 815
- Ambulance – 1297
- Fire – 158
- Any Other (please specify)
  - Airport Authority – 2
  - Crisis – 9
  - NL Power /Hydro - 3
  - Natural Resources – 1
  - RoCP - 4
- Non-Transferred – 2369

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by:</b> Todd Flynn
<b>Director:</b> Todd Flynn
<b>City Clerk:</b> Marina Redmond
<b>Date:</b> January 7, 2021
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 7, 2021

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: City of Corner Brook AVL System</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, And Wastewater</b>	<b>Attachments:</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: January 11, 2021</b>

## **Topic: City of Corner Brook AVL System**

### **Background:**

- What is it?
  - AVL stands for Automatic Vehicle Location
  - System can continuously record many vehicle parameters, including but not limited to:
    - Location
    - Heading
    - Speed
    - Driving time
    - Idling time
    - Stop time
    - Distance
    - Etc.
- How does it work?
  - Automatic real time (cellular or satellite) data transfer from the vehicle to a software suite.
  - Data is stored in a secured central database, accessible only to authorized employees.
  - Software gives us the ability to:
    - Web based management of the fleet, trips and locations.
    - Manage driving anomalies or exceptions.



## City of Corner Brook Information Report (IR)

- Manage your vehicle costs, and plan preventative maintenance.
- Receive alerts by cell and or by email.
- Receive important reports by email; at the frequency you want them.
- Location management (geozones).
- Localization Management
  - Real time tracking of vehicles - See real-time GPS location and vehicle or groups of vehicles trips on a map.
  - Recording of geo-referenced GPS data - Real-time display of basic information of the GPS position and related geo-referenced information from probes, equipment, engine and alerts or messages coming from vehicles.
  - History Follow-up - Delayed feedback on trips and events for vehicles or groups of vehicles for a period in time. Data available for several seasons or years.
  - Site Management - Site management (e.g. locations, routes) with geo-zones for measuring efforts within targeted sites such as hours of operation, frequency, latency time, time and rotation km between sites.
  - Trips, Control points and Planned activities - Route, control points and planned operational activities management for the driver to follow inside the vehicle guidance and instructions facilitating his job.
- Vehicle and Driver Management
  - Vehicle Inventory - Management of the inventory of vehicles with specific profiles by vehicle.
  - Data Recording of Vehicle Trip - Read and record GPS position and related data at intervals of 30 seconds or other while the engine is running.
  - Management of data coming from the vehicle onboard computer - Managing information from engine such as fuel consumption, RPM, odometer, true speed, temperature and maintenance alerts.
  - Driver Behavior Management - Managing information on driver behavior such as over speeding, harsh accelerations or braking, excessive RPM and use of excessive idling.
  - Custom Events - You can define and track custom events, such as entering a prohibited area, and much more.



## City of Corner Brook Information Report (IR)

- Quality Control - Reports and alerts on inactive vehicles or vehicles missing data for more than a week.
- Vehicles Activity Management
  - Global picture of the resources and equipment deployment - Real-time visualization at a single glance the level of deployment of resources and equipment.
  - Global picture of the activities of your vehicles - Quickly see an overview of the activities progress path of vehicles.
  - Deficiencies - Quickly see areas where there are deficiencies in the availability of vehicles.
  - Decision Support - Efficient decision support tool for the mobilization and reallocation of resources and vehicles.
  - Nearest or most appropriate vehicle - Determine which vehicle is nearest or most appropriate to meet a need.
  - Optimal Route - Determine the optimal route for vehicles.
  - Public Complaints - Eases the monitoring and response of public complaints.
- Reporting
  - Management reports
  - Dashboards
  - Summaries
  - Graphics
  - Pdf or Excel
- Benefits/Advantages
  - Dynamic management of vehicle fleet
  - Reduction of fuel and maintenance costs
  - Proactive supervision of the vehicle fleet, in real time, resulting in optimized management of material and human resources
  - Real time tracking of all vehicles helping us make faster decisions and response times



## City of Corner Brook Information Report (IR)

- Enables us to concentrate on decision making aspects using real time data, which increases economy and production
- Improvement of quality and efficiency services to City
- City of Corner Brook Applications
  - We currently have 85 AVL's installed on all City vehicles, including snow clearing equipment and fire trucks
  - Cost is \$34/month/vehicle (5 year lease)
  - Fleetsphere is the software provided by local company HiTech Communication
  - Locate in real-time the whereabouts of our snow clearing equipment
  - Monitor in real-time the locations where the snow clearing equipment are actively working
  - AVL is basis for "Where is my snow plow?" application
  - Commonly used for claim verification
  - Recently installed on transit buses to obtain data
  - Used on all fire trucks in conjunction with FDM software

### **Objective:**

To provide the residents of Corner Brook with safe, effective, and efficient services.

### **Governance Implications:**

**Budget/Financial Implications:** The annual budget for the AVL system is \$35,000.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 4, 2021

### **Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Development and Planning Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-01-11</b>

**Topic:** This report is intended to serve as an update to Council and the public regarding the various Development and Planning Projects. The current project updates are as follows:

**Municipal Plan (IMSP) and Development Regulations Update:** The RFP was released on December 10<sup>th</sup>, 2020. Interested parties have until January 29<sup>th</sup> to submit proposals for the project.

#### **CB Acute Care Hospital:**

Project is well underway with a completion date currently set for the end of 2023. This project has well underway and the contractor has obtained multiple permits totaling over \$340 million.

#### **Grenfell Drive Medical Center – Dr. Justin French:**

This project is progressing on schedule, interior work has commenced.

- First Floor - A permit has been issued for the interior fit-up – Optometrist's office (Vogue Optical).
- Second floor – No interior permits have been issued
- Third Floor - Occupancy has been issued (Ophthalmologists Offices) with a plan to move staff from their current office into the new building sometime in January.
- Fourth Floor – Surgical Space is currently under construction.

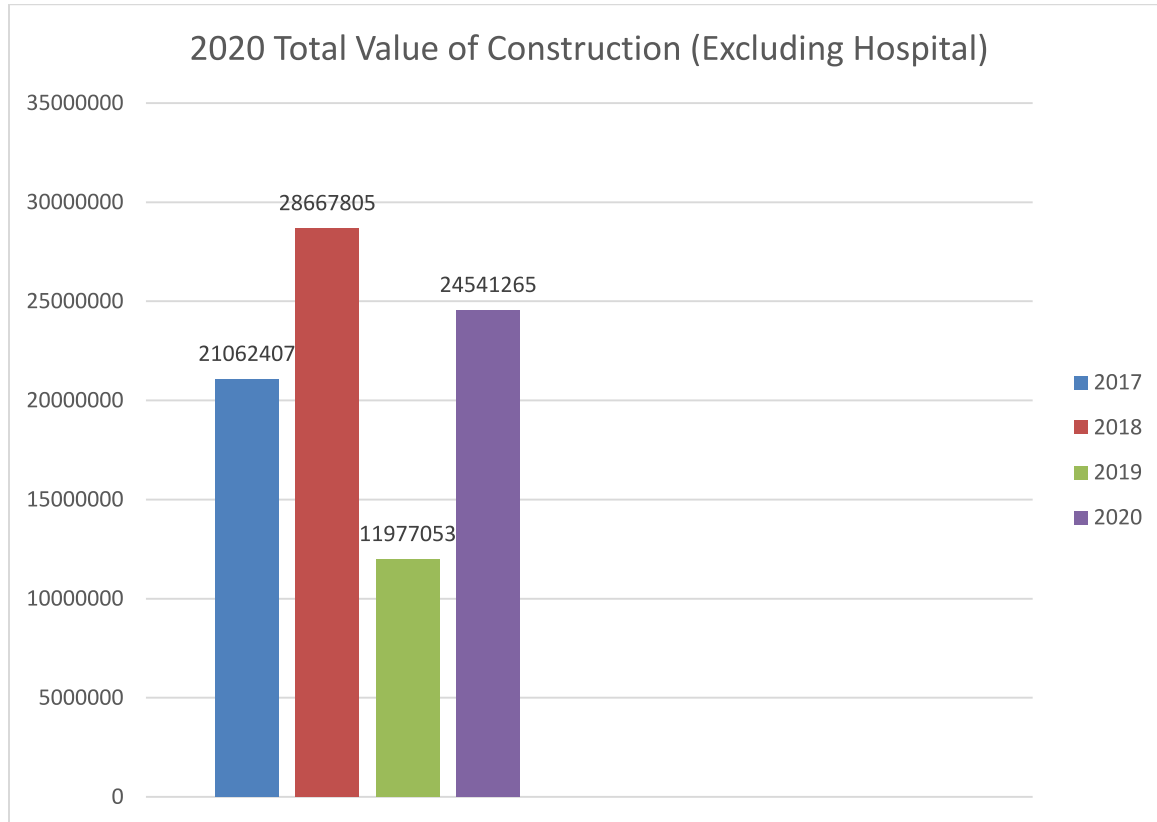
#### **Permit Program:**

Staff are currently putting final touches on the new Permit Program that will make the permit process much more efficient for both staff and residents. It is expected that the program will be rolled out in early February.



## City of Corner Brook Information Report (IR)

### 2020 Year End Development Statistics:



#### BUILDING PERMITS ISSUED

BUILDING TYPE	DECEMBER 2020		TO DATE 2020		DECEMBER 2019		TO DATE 2019	
	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST
ASSEMBLY NEW	0	0	0	0	0	0	1	1547700
OTHER	1	35000	5	104600	0	0	10	207600
INDUSTRIAL NEW	0	0	9	3411000	0	0	5	557000
OTHER	1	200000	9	1644000	1	150000	10	786240
INSTITUTIONAL NEW	0	0	1	50889323	0	0	0	0
OTHER	1	168500000	7	294600000	0	0	0	0
RESIDENTIAL NEW	0	0	8	2261861	0	0	8	1053060
OTHER	3	16050	347	3408128	3	36300	250	2490663
BUSINESS NEW	1	543833	7	755353	0	0	2	312000
OTHER	1	300000	29	6881500	1	26000	17	3826890
MERCANTILE NEW	0	0	0	0	0	0	0	0
OTHER	1	20000	11	585500	1	255000	12	1195900
<b>TOTAL</b>	<b>9</b>	<b>169614883</b>	<b>433</b>	<b>364541265</b>	<b>6</b>	<b>467300</b>	<b>315</b>	<b>11977053</b>




	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Prepared by: D. Charters</b>
<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2020-11-18</b>

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Community Services Project Update</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date:2021-01-11</b>

**Topic:** This report is intended to serve as an update to Council and the public regarding projects being undertaken by Community Services staff.

#### **Tourism:**

##### **STAR**

**Trails** – Staff met with our funding partners (Province and ACOA) in December to discuss a way forward with this project. The intent is to make an application to ACOA this winter and if the funding request is successful, staff will develop a RFP for the upgrade of two multipurpose trails in the area.

**Branding** – Staff are working on a Branding and Marketing project RFP to be released in coming weeks.

**Capacity Building**–Staff are beginning to plan a tourism summit for local stakeholders and interested parties. More information will be forthcoming as planning proceeds.

#### **Sustainability:**

**Transit Study and System Design** – Project is well underway and consultant is conducting stakeholder engagement sessions and gathering data for the project. A special session was held with Council last week to ensure that Council’s concerns and ideas were heard.

The public is invited to take part in the transit survey at [cornerbrook.com/transit-survey](https://cornerbrook.com/transit-survey) As of January 5th, 433 responses were received which is an amazing amount of survey participants. The survey deadline has been extended to ensure that all who want to participate have the opportunity to do so.

The next steps for the study are as follows:

- Draw conclusions from existing data
- Review stakeholder feedback collected
- Develop recommendations
- Present recommendations to the public at a virtual open house
- Finalize report of findings to Council (mid-February)

	<b>City of Corner Brook Information Report (IR)</b>
---	---

<b>Prepared by: D. Charters</b>
<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date: 2021-01-06</b>

**Additional Comments by City Manager:**

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	---

<b>Subject Matter: Financial Support for DMO- Go Western Newfoundland content project</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Request Letter for Financial Support</b>
<b>Prepared By: Glenda Simms</b>	<b>Council Meeting Date: 11 January 2021</b>

**Issue:** Council approval is required to enter into an agreement with the DMO- Go Western Newfoundland.

**Background:** In the late fall of 2019, the City of Corner Brook released its STAR Tourism Assessment Report. The report identified areas of focus. One such initiative was identifying and filling large content gaps within the Star region—Corner Brook, Humber Valley, and Bay of Islands.

A key step would involve creating an accessible database, including photography, and most importantly, video outputs. This project will strengthen the regions ability to increase tourism visitation through improved marketing efforts, including key representation on NewfoundlandandLabardor.com, and the ability to sell to travel trade and travel media.

This project will encompass all four seasons, allowing for 365 promotion of the region.

**Recommendation:** After reviewing the attached Request Letter for Financial Support, it is the opinion of staff that facilitating this request would indeed assist in realizing Council's vision of establishing the Corner Brook-Humber-Bay of Islands region as a world-class tourism destination.

As a result, staff recommend Option 1 and that the following motion be supported:

**Be it resolved that the Council of the City of Corner Brook enter** into an agreement with DMO- Go Western Newfoundland and to provide financial support for the project in the amount of \$10,000.00 HST included.

**Options:**

1. That the Council of the City of Corner offer financial support to DMO- Go Western Newfoundland in the amount of \$10,000.00.
2. That the Council of the City of Corner Brook not offer financial support to DMO- Go Western Newfoundland in the amount of \$10,000.00.
3. That the Council of the City of Corner Brook give other direction to Staff.

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	---

**Legal Review:** NA

**Governance Implications:** NA

**Budget/Financial Implications:** Budget line 1040-63950. Cost of \$10,000.00.

**Environmental Implications:** NA

<b>Prepared by:</b> Glenda Simms
<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> 5 January 2021

**Additional Comments by City Manager:**

## Corner Brook, Humber Valley & Bay of Islands Content Project

**Video 1:** 1-2 minute video highlighting City of Corner Brook

**Video 2:** 2-3 minute video highlighting Corner Brook, Humber Valley & Bay of Islands

**Video 3:** 30-60 second video highlighting hiking in region

**Video 3:** 30-60 second video highlighting hiking/adventure activities in region

**Solo Video Output:** 12, 30-60 second videos

**Photography Output:** 104 photos +++

Itinerary highlights	CB Video	Region Video	Hiking Video	Hiking/Adventure Video	Solo Video	Photos
<b>Corner Brook Trails</b>	X	X	X	X	X	
— Gynmill Inn Pond Trail			X	X		3
— Gorge Trail			X	X		3
— Three Bear Mountain			X	X		3
— CB Stream Trail			X	X		3
— Ginger Route			X	X		3
<b>Regional Trails</b>		X	X	X		
— Bottle Cove Trail			X	X		3
— Cedar Cove Trail			X	X		3
— Copper Mine Falls			X	X		3
— Governor's Staircase			X	X		2
— Southhead Lighthouse Trail			X	X		3
— Blow Me Down Mountain			X	X		2
— Humber Valley Trail			X	X		2
— Man in the Mountain			X	X		3
— Steady Brook Falls Trails			X	X		3
<b>International Appalachian Trails</b>		X	X	X		
<b>Day Parks/Camping</b>						
— Bottle Cove Beach		X				3
— Blow Me Down Provincial Park						2
— Blow Me Down Day Park						2
— Bartletts Point Park	X					3
— Margaret Bowater Park	X					3
— Majestic Lawn	X					2
— Appalachian RV Park	X					2
— Prince Edward Campground & RV Park						2
<b>Attractions</b>						
— Captain James Cook Historic Site	X	X				3
— CB Museum & Archives	X					3
— Historic Railway Site	X	X				2
— NL Heritage Tree		X				3
— Woods Island Resettlment Centre						2
<b>Experiences</b>	X	X		X		
— ATV Tour with Rugged Edge				X	X	3
— Snowmobile Tour with Rugged Edge						
— Zodiac Tour with Saltbox/Everoutdoor				X	X	3
— Boat Tour with Four Seasons				X	X	3
— Ziplining with Marble Zip				X	X	3
— Caving with Cycle Solutions				X	X	3
— Biking Tour with Cycle Solutions				X	X	3
— Golf at Humber Valley Resort				X	X	3
— Kayak or Canoe on Humber with Explore Newfoundland				X	X	3
— Cross Country at Blow Me Down					X	3
— Skiing/Snowboarding at Marble					X	3
— ATV Tour with Mount Musgrave ATV Tours				X	X	3

104







## **Corner Brook, Humber Valley & Bay of Islands Content Development Project**

### **Project Goal:**

To fill large content gaps for the Star region—Corner Brook, Humber Valley, and Bay of Islands.

Photography, and most importantly, video outputs from this project will strengthen the regions ability to increase tourism visitation through improved marketing efforts, including key representation on NewfoundlandandLabardor.com, and the ability to sell to travel trade and travel media.

### **Photographer/Videographer:**

Dru Kennedy, owner of Dru Kennedy Photography is a Corner Brook native, and a highly sought-after creator who has been vetted by Newfoundland and Labrador Tourism. Dru has worked with NL Tourism on various content project over the years and is well-versed in the provincial tourism style, ensuring all project outputs will be on brand.

Go Western Newfoundland worked with Dru this past summer on a content development project for the Southwest Coast. The experience was exceptional and as a result, Go Western Newfoundland has extended that contract to include this project.

### **Project Outputs:**

See attached list. Outputs will encompass all four seasons, allowing for 365 promotion of the region. It's important to note, that outputs are not limited to this list and will also include delivery of all b-roll drone and video footage, and additional photos taken during daily shoots.

**Project Cost:** \$30,000 + HST

### **Requested Investment:**

Go Western Newfoundland is requesting a \$15,000 investment in the project from the City of Corner Brook.



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Council Travel Report – January – December 2020</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Administration</b>	<b>Attachments: Council Travel Report</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: January 11, 2021</b>

**Topic:** To present the council travel report for January – December 2020.

**Background:** The City of Corner Brook Council Remuneration and Reimbursement Regulations states that "A summary of Council travel expense by Councilor will be provided to Council semi-annually and reported on at a public meeting".

**Objective:** To follow the Council Remuneration and Reimbursement Regulation and present the Council Travel report.

**Governance Implications:** Policy requires semiannual updates at the public meeting.

**Budget/Financial Implications:** Council travel is within budget.

**Environmental Implications:** N/A

<b>Prepared by: Alicia Park</b>
<b>Director: Dale Park</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: January 5, 2021</b>

**Additional Comments by City Manager:**



## TRAVEL EXPENSE COUNCIL - January 1 - December 31, 2020

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Jim Parsons</u>					\$ -
<u>Bill Griffin</u>					\$ -
<u>Tony Buckle</u>					\$ -
<u>Josh Carey</u>					\$ -
<u>Linda Chaisson</u>					\$ -
<u>Bernd Staeben</u>					\$ -
<u>Vaughn Granter</u>					\$ -
<b>GRAND TOTAL</b>					\$ -

Total travel previous year January - December 2019	\$20,510.78
Total Travel for current year January - December 2020	\$0.00
Difference in annual travel totals	\$20,510.78



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Taxes Receivable Update</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: January 11, 2021</b>

### **Topic: Taxes Receivable Update**

#### **Background:**

The City has been actively working to collect accounts that are outstanding in both business and property tax.

	# Accounts	Balance o/s	# Business Accounts	Balance business o/s	# accounts from prior year	Balance on accounts with balance from prior year
December 2019	1,100	\$2,626,592	205	\$445,471	420	\$1,860,985
December 2020	1,062	\$2,772,282	183	\$449,586	415	\$1,980,598

At the end of December there was a total of \$2,772,282 outstanding in 1,063 accounts. Of these outstanding accounts 183 are for business taxes totaling \$449,586. In comparison to 2019, at the end of December there was a total of \$2,626,592 with 1,100 accounts. Of those accounts in 2019, 205 were business tax accounts totaling \$445,471.

As the challenges have begun to slow from Covid-19, staff are actively working to collect outstanding accounts. We encourage residents and businesses with outstanding taxes to make arrangements to have those accounts paid in full or to have a payment plan set.

The failure to address any outstanding balance will result in the City taking further collection efforts including water shut offs, rental seizures, tax sales, statement of claim, or other legal action.

We encourage account holders to reach out to the City Collector at 637-1568 or [mwalsh@cornerbrook.com](mailto:mwalsh@cornerbrook.com) with any questions or concerns that they may have.

#### **Objective:**

To provide an update on the City's accounts receivable.

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

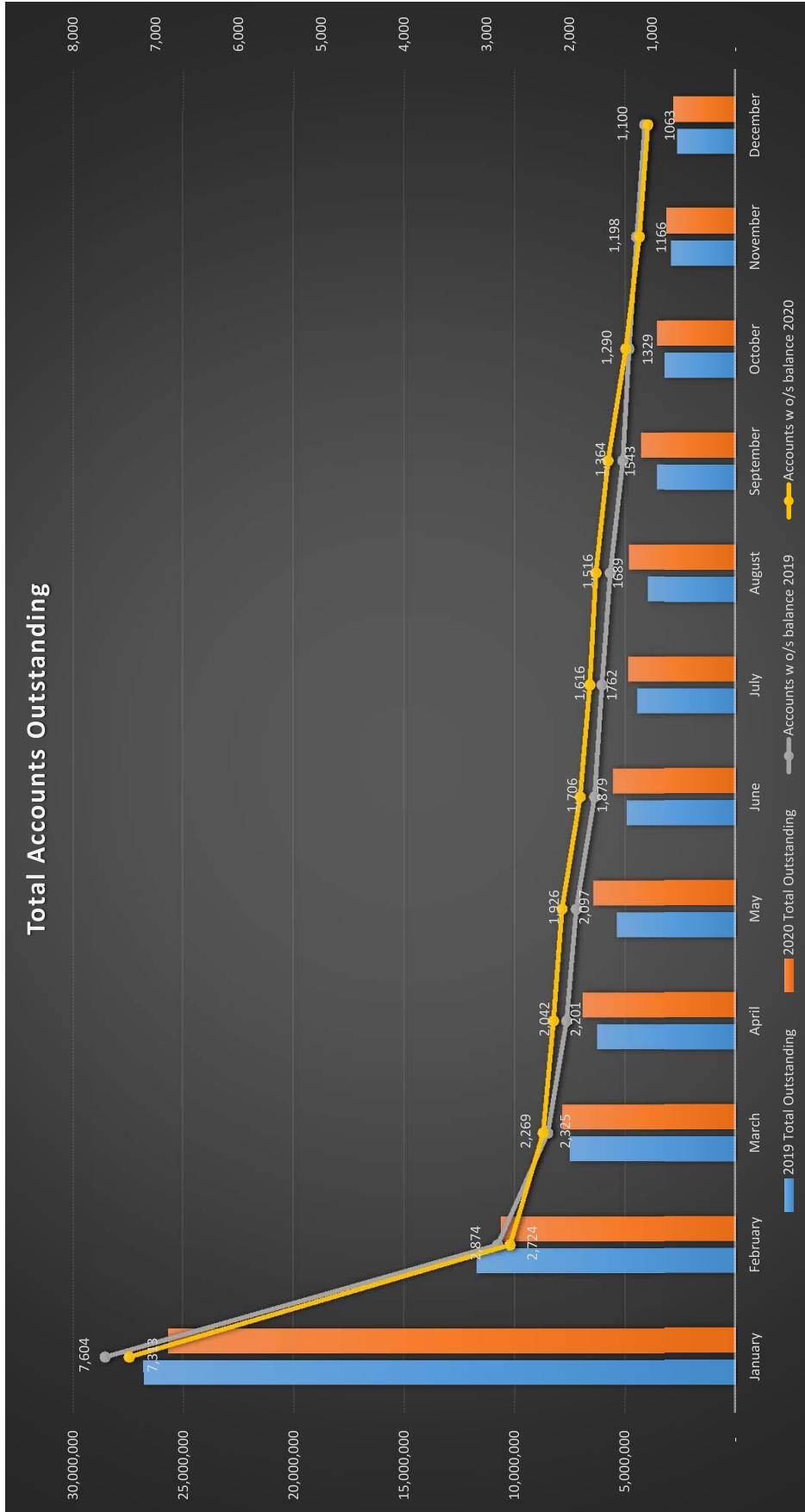
**Governance Implications:**

**Budget/Financial Implications:**

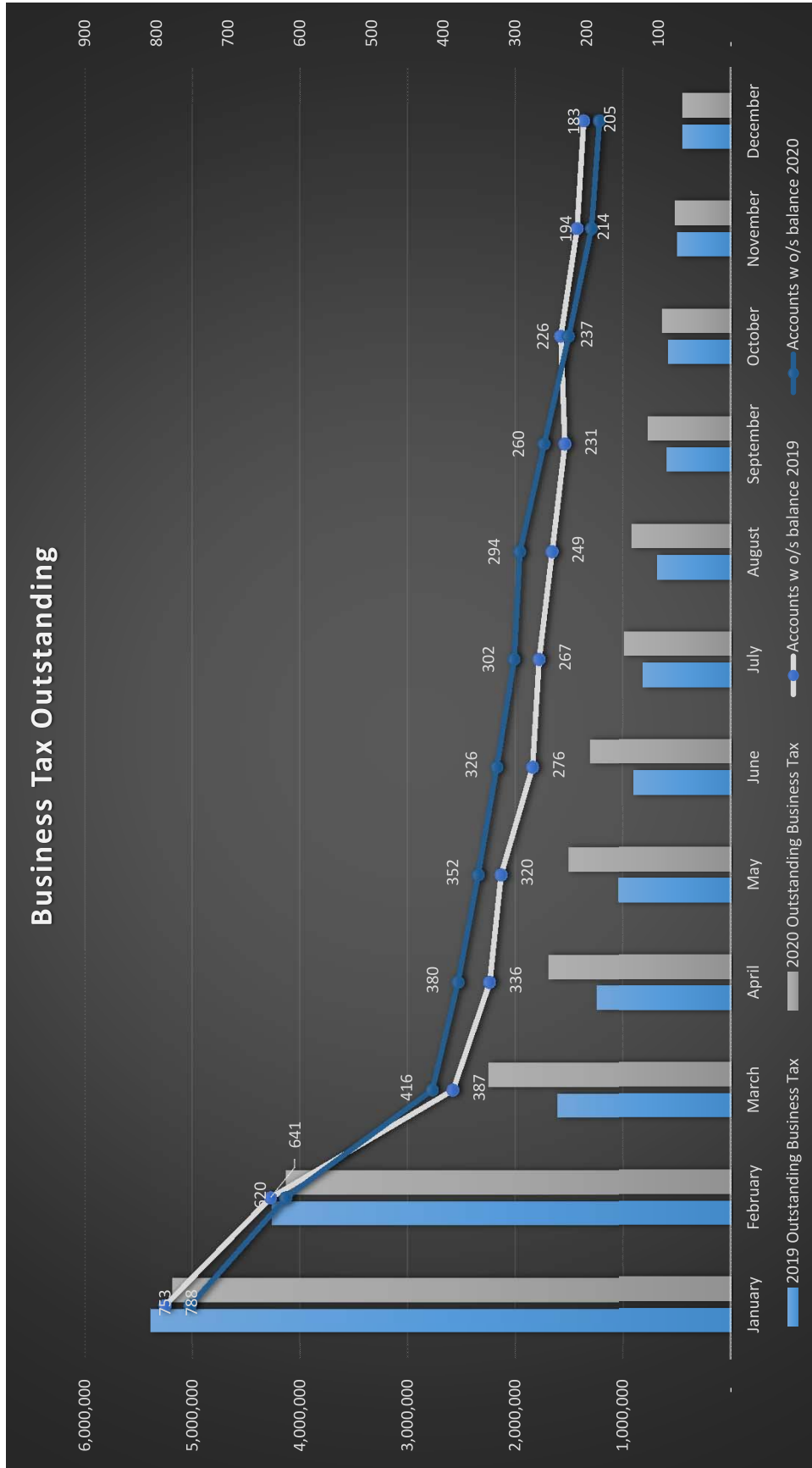
<b>Prepared by:</b> Dale Park
<b>Director:</b> Dale Park
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 6, 2021

**Additional Comments by City Manager:**

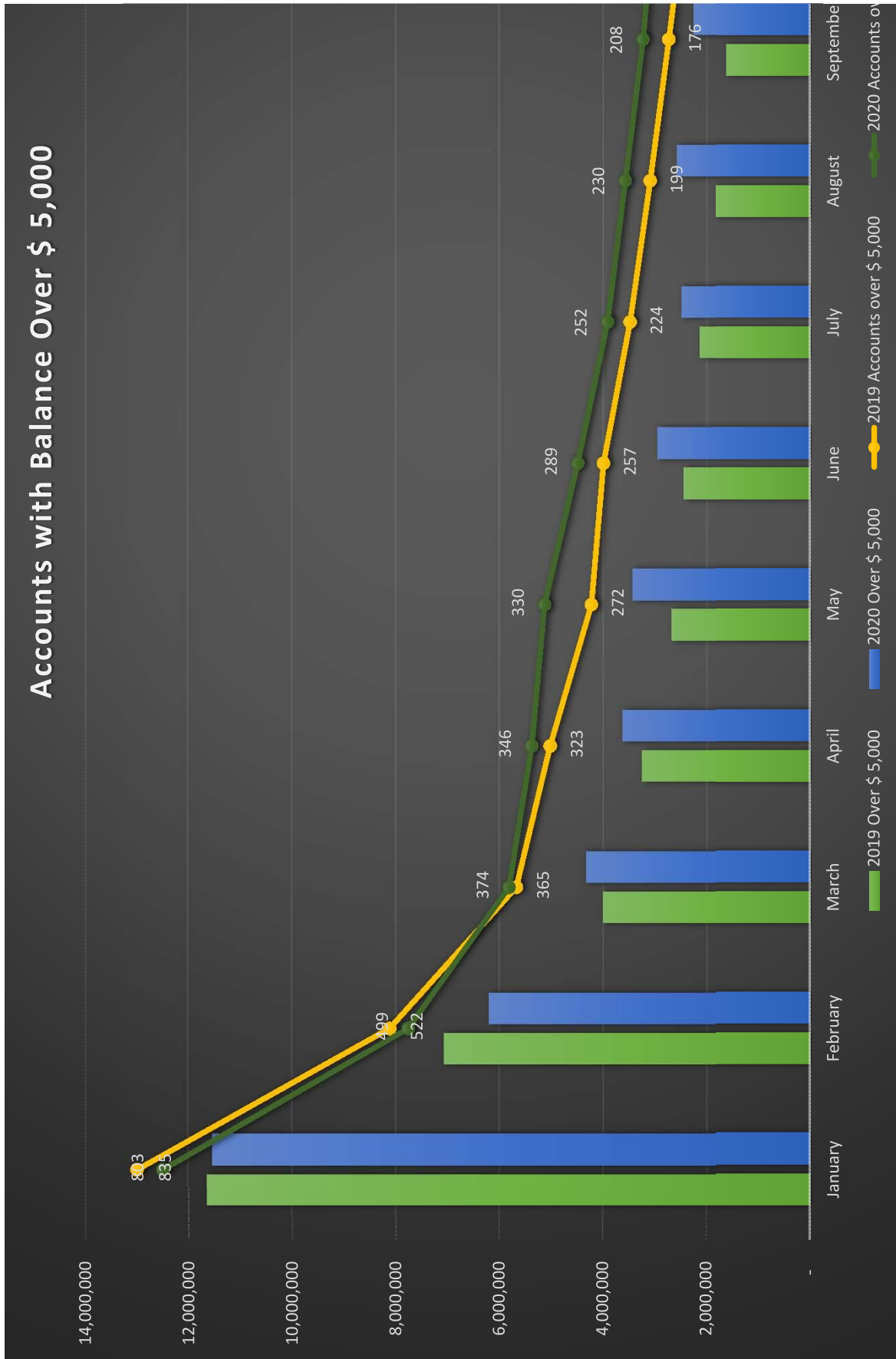


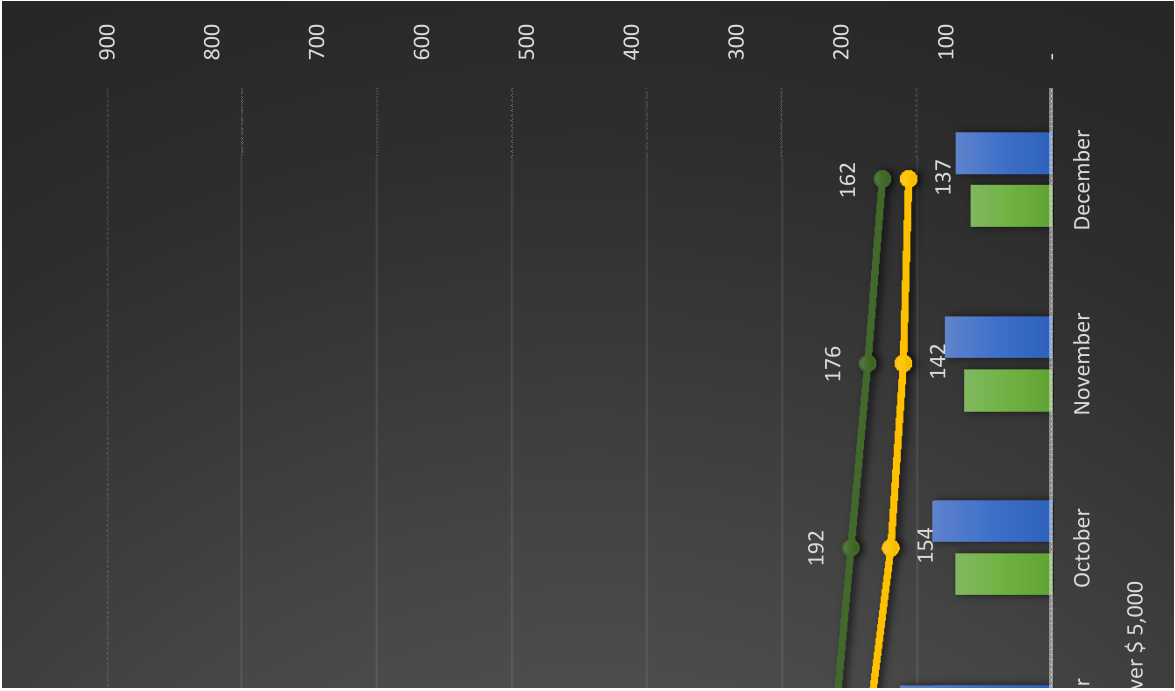


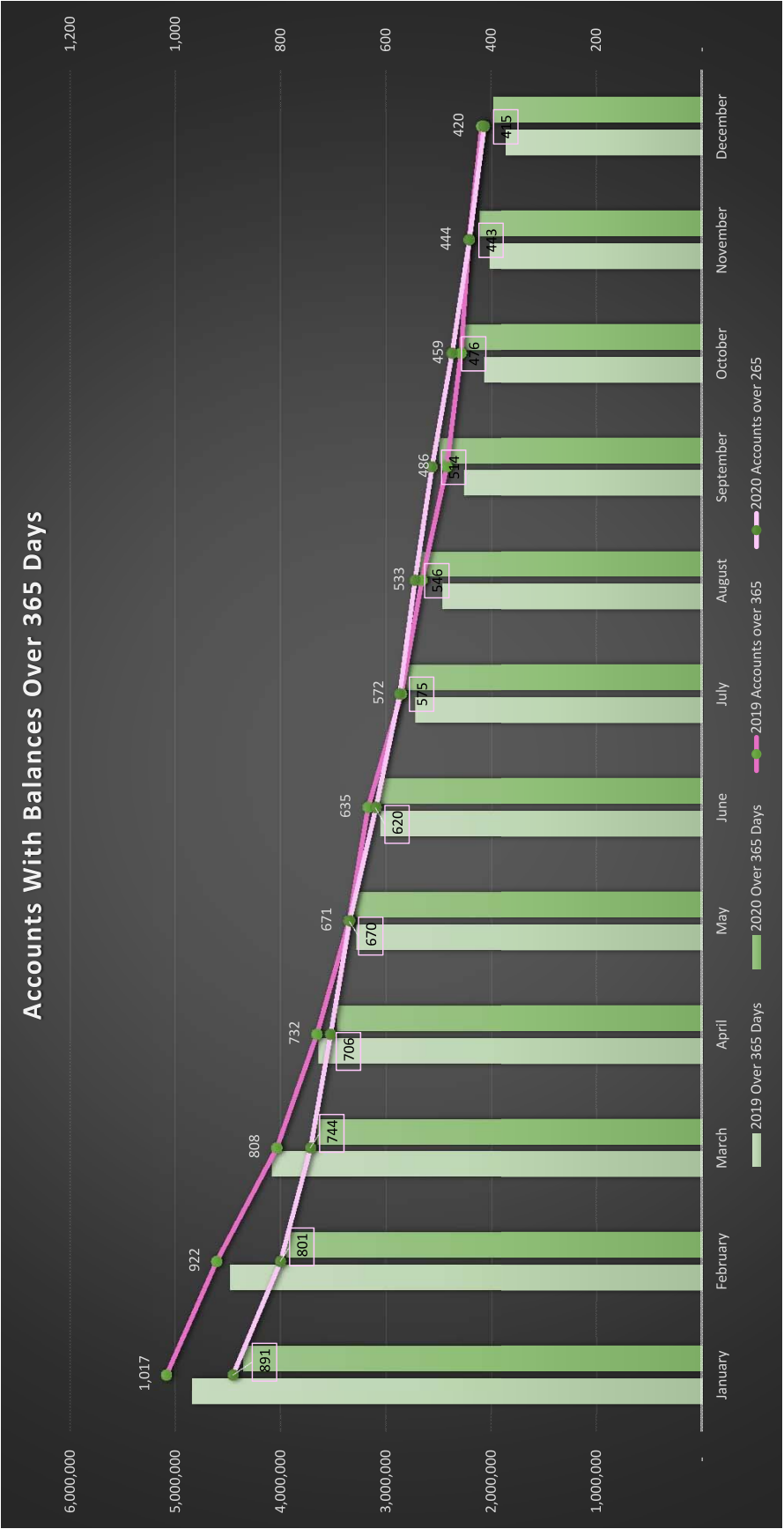
















	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: 2021 Tax Bills</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Meeting Date: January 11, 2021</b>

### **Topic: 2021 Tax Bills**

#### **Background:**

The 2021 tax bills will be issued late in the week of January 4<sup>th</sup>, or the week of January 11<sup>th</sup>. There are expected to be over 7,800 property tax bills issued, and over 800 business tax bills. Property and business taxes account for \$28,125,400 of the \$35,435,300 annual budget for 2021 or 79.37%

Tax payers are reminded that the due date for property taxes is the end of February, with business taxes due by the end of March. Taxpayers have many options to choose from in order to make their payments:

- Online through their financial institutions online banking
- Pre-authorized or direct debit
- Credit card via PaySimply third party provider
- Mail
- City Hall – currently open to the public from 9:30 am – 4:00 pm.
  - Cash
  - Cheque
  - Debit

Taxpayers are encouraged to contact the City at 637-1500 if they have any questions or inquiries in regards to their tax bills or payment options.

#### **Objective:**

To provide an update on the 2021 tax billing.

#### **Governance Implications:**

**Budget/Financial Implications:** The 2021 initial tax billing is consistent with the budget.

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<p><b>Prepared by:</b> Dale Park</p>
<p><b>Director:</b> Dale Park</p>
<p><b>City Manager:</b> Rodney Cumby</p>
<p><b>Date:</b> January 7, 2020</p>

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
--	---

<b>Subject Matter: Civic Centre and Recreation Activity Updates</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments:</b>
<b>Presented By: Jessica Parsons</b>	<b>Council Meeting Date: January 11, 2021</b>

**Topic: Civic Centre and Recreation Activity Updates**

**Background:** *Re-opening the Civic Centre during the pandemic has been done with a building block approach and as such, January will see an expansion of current and additional activities.*

**Activity Description and Information:**

Public Skating

General skating was reintroduced in November and starting January 13<sup>th</sup> additional time slots will be added. Number of participants at one time is still limited to 50 in order to avoid crowding in dressing areas and maintain compliance with Covid-19 protocols.

The following Ice times have been added to the Main Arena in addition to General/ family skating on Tuesdays/ Thursdays from 12:30-2:00pm:

- Monday and Wednesdays – Toddler Skate 12:30-1:30 pm
- Monday and Wednesdays – Adult Skate 2:00 pm – 3:00 pm
- Saturdays – Family Skate 2:30 – 4:00pm

Fees are \$5.00 per adult, \$3.00 per senior and child.

Open Hockey – Kinsmen Arena

Starting on January 19<sup>th</sup>, we will provide a slot in the Kinsmen Arena for Open Hockey from 12:00 – 1:30 pm on Mondays and Wednesdays to provide individuals who are not part of an organized hockey league an opportunity to play the game. A \$5.00 fee is required, \$3.00 for Seniors.

Active Tots

Active Tots will be starting up again Tuesday January 12<sup>th</sup>. The Active Tots program is an unstructured physical activity program specifically for children aged 0-5 years. It is a guardian led program that includes age appropriate equipment to help children develop Physical Literacy Skills while socializing. Active Tots will run on Tuesdays, Thursdays and every second Sunday from 9:30-11:00am and is free of charge. Registration is required and can be completed on our website starting January 11<sup>th</sup>.



## City of Corner Brook Information Report (IR)

### Older Adult Fitness with Nora

Older Adult Fitness with Nora Lundrigan will take place on Monday and Wednesdays 10:30-11:30am. This fitness class is geared towards older adults and seniors by using chairs, Pilates bands and balls. Nora is a talented, certified instructor who can accommodate all fitness levels within her class. To register please email [noralundrigan@yahoo.ca](mailto:noralundrigan@yahoo.ca). A \$2.00 fee is required.

### Lunchtime Adult Sports Drop In

Starting January 18<sup>th</sup> adults can participate in a variety of sporting activities such as basketball, volleyball or pickleball during the lunch hour. This program will run Monday, Wednesdays and Fridays from 12:00-2:00pm. A \$5.00 fee is required.

### Lunchtime Student Drop In

Starting January 19<sup>th</sup> High School and Post-Secondary students can drop by the Studio to practice their skills or play a pick-up game of basketball or volleyball. This lunchtime drop in program will take place on Tuesdays and Thursdays from 12:00-1:00pm. A \$3.00 fee is required.

### Friday Night Youth Drop In

Starting January 22<sup>nd</sup>, youth sports drop in program featuring basketball and volleyball will be available for those 12-18 years of age. The program will take place 7:30-9:00pm and a \$5.00 fee is required.

- Please keep an eye to the Corner Brook Civic Centre social media and website for updates and rules associated with each program.
- Due to public health guidelines social distancing and masks are required until the participant begins an activity. Contact tracing will be completed upon entry.
- Please note that doors will only be open 10 minutes prior to an activity starting.

**Objective:** To provide an update on the recreation activities taking place at the Civic Centre.

### **Governance Implications:**

**Budget/Financial Implications:** Programs will be assessed to ensure that there is sufficient activity to offset the incremental costs.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
--	--

**Environmental Implications:** Changes to be made to how facilities are prepped, operated, cleaned and utilized by user groups and the public. Facilities are expected to be in clean, sanitized condition to reflect the COVID-19 regulations given by the Chief Medical Officer.

<b>Prepared by: William Smith</b>
<b>Director: Dale Park</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: January 8<sup>th</sup> 2021</b>



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Capital Project Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-01</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-01-11</b>

**Topic:** This report is intended to serve as an update to Council and the public regarding the various capital project being undertaken in the City. The current project updates are as follows:

**Corner Brook Regional Recreation Centre-** The request for qualifications (RFQ) closed on December 23<sup>rd</sup>, 2020. Five (5) proponents responded to the RFQ. The Procurement Committee and the Owner's Advisor are in the process of evaluating the submissions and will select the highest scoring proponents to move on to the invited request for proposal (RFP) stage. It is anticipated that the proponents will be selected this week.

Staff are also reviewing the RFP draft document for the Design-Build teams that will be finalized this week.

The project is currently on schedule with an anticipated completion date of December 2022.

**Future Capital Projects** – Engineering staff have submitted the Council approved project list to the Investing in Canada Infrastructure Program (ICIP) last November. To date, there has been no word on the success of the project applications. Also, there has been no official word on Multi Year Capital (MYC) Project funding from the province.

Once funding is announced and/or projects have successfully been selected for funding programs, staff will begin to get projects moving forward.

<b>Prepared by: D. Charters</b>
<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2021-01-06</b>

**Additional Comments by City Manager:**





	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	---

<b>Subject Matter: Multi Year Capital Works Amendment No. 2</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: Agreement, Approval Letter, Schedule A</b>
<b>Prepared By: James Warford</b>	<b>Council Meeting Date:</b>

**Issue:** This RFD is intended to address reallocation of balances remaining from the 2017-2020 multiyear capital works programs.

**Background:** There were a number of projects from the 2017-2020 multiyear capital works program that were under budget. This surplus, approximate value of \$200,000 is available to be reallocated to other projects. Both the Transit Study System Design; and Mount Bernard Avenue Sewer Capacity Upgrades were approved by Municipal Affairs for reallocation to these projects.

**Recommendation:** Staff recommend Option 1, that the Council of the City of Corner Brook approve the reallocation of a balance of funds from the 2017-2020 multiyear program towards the Transit Study System Design; and Mount Bernard Avenue Sewer Capacity Upgrades and that the following motion be supported:

**Be it resolved that the Council of the City of Corner Brook** approve the reallocation of approximately \$200,000 of surplus funding from the 2017-2020 multiyear capital works program towards the Transit Study System Design; and Mount Bernard Avenue Sewer Capacity Upgrades.

**Options:**

1. That the Council of the City of Corner Brook approve the reallocation of approximately \$200,000 of surplus funding from the 2017-2020 multiyear capital works program towards the Transit Study System Design; and Mount Bernard Avenue Sewer Capacity Upgrades.
2. That the Council of the City of Corner Brook not approve the reallocation of approximately \$200,000 of surplus funding from the 2017-2020 multiyear capital works program towards the Transit Study System Design; and Mount Bernard Avenue Sewer Capacity Upgrades.
3. That the council of the City of Corner Brook give other direction to staff

**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications:**



**City of Corner Brook  
Request for Decision (RFD)**

**Environmental Implications:** NA

**Prepared by:** Jim Warford

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** January 4, 2021

**Additional Comments by City Manager:**



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

October 26, 2020

COR/2020/01148-04

Mr. James Warford, P. Eng.,  
 Manager of Engineering Services  
 City of Corner Brook  
 5 Park Street  
 P.O. Box 1080  
 Corner Brook, NL, A2H 6E1

Dear Mayor Warford:

**Re: Multi Year Capital Works Program (MYCW)**

I refer to Council's recent emails with a TI official, requesting authorization to reallocate funding within its existing MYCW allocation. I am pleased to advise that your request has been approved per the revised attached Schedule A.

Enclosed please find, Amendment #2 between the Department of Transportation and Infrastructure and the City of Corner Brook, with respect to these projects. The town is required to:

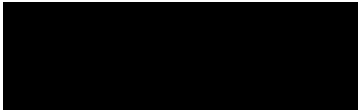
1. Review the Amendment, and have the single copy signed by the Mayor and Clerk, witnessed, and affixed with the seal of the Town.
2. Provide a copy of a resolution in the Minute of Council giving the Mayor and Clerk authorization to enter into this Amendment on behalf of Council. A copy of the Minute of Council is to be attached the Amendment (along with the respective Schedule A), and marked as Appendix "A".
3. Return these two documents to TI (melissamadden@gov.nl.ca), whereby they will be signed, and witnessed. A signed copy will be forwarded to Council for its records.

/2



Should you have any other questions regarding the above, please contact Mr. Chris Power, P. Eng., Regional Engineer for the Western Region, telephone 709-637-2491. Thank you for your co-operation.

Sincerely,



**KIM KIELEY, P. ENG., FEC**

Transportation and Infrastructure  
Director – Municipal Infrastructure

***“Accidents hurt, Safety doesn’t.”***

/jl

cc: Hon. Gerry Byrne, MHA  
Hon. Scott Reid, MHA  
Mr. Eddie Joyce, MHA  
Ms. H. Scott-Walsh, Regional Manager  
Mr. C. Power, P. Eng., Regional Engineer  
Mr. B. Scott  
Ms. C. Johnson

**Municipal Infrastructure Funding Agreement**  
**Multi-Year Capital Works Program**  
 2017-2020 Amendment #2

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**BETWEEN**

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure (hereinafter referred to as the “Minister”)

OF THE FIRST PART,

**AND**

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

OF THE SECOND PART

**WHEREAS** The Minister and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of the project(s) outlined in schedule A and the letter dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_, hereinafter referred to as the “works”, and have agreed to cost not in excess of \$ **7,259,210** which amounts to \$ **6,582,904** after the GST/HST rebate calculation;

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

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

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

## 1. OBLIGATIONS OF THE MINISTER:

1. To make payment to the Ultimate Recipient 70 % of eligible costs, up to a maximum of \$4,567,513 as these costs are incurred and upon receipt of the required documentation.

## 2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To arrange financing of \$2,015,396 for the Ultimate Recipient's share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
2. To arrange financing of \$7,259,210 for the HST/GST rebate share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
3. To fund all costs associated with financing either the Ultimate Recipient Share or the HST/GST share.
4. To ensure that all costs in excess of the authorized funding will be one hundred percentum (100%) responsibility of the Ultimate Recipient for payment.
5. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, a Project.

## 3. PROJECT DEADLINES

1. Ultimate Recipient is responsible to have all contracts associated with the new projects signed and completed and final invoices submitted to the Department, in accordance with the following schedule.

	Milestone	Deadline
1	Consultant Contract Awarded	October 26, 2021
2	Construction Contract Awarded	October 26, 2022
3	Project Completion and final invoices submitted to Transportation and Infrastructure	October 26, 2024

## 4. PROJECT CANCELLATION

### 4.1. BY THE ULTIMATE RECIPIENT

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.

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

## 4.2. BY NEWFOUNDLAND AND LABRADOR

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.

## 5. PROJECT AMENDMENTS

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

### 5.1. CHANGE IN PROJECT SCOPE

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

### 5.2. CHANGE IN PROJECT DEADLINES

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

### 5.3. USE OF SURPLUS FUNDS

1. Should the approved project scope be completed and funds remain unused, the Ultimate recipient may request to utilize the funds to extend the approved project. Request and approval protocol shall be as per section **Error! Reference source not found.** Change in Project Scope.
2. Surplus fund cannot be transferred to other approved projects.
3. Funds will be considered surplus only after the original project scope has been

completed.

## **6. FINANCIAL**

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. Newfoundland and Labrador will not:
  - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
  - b) pay capital costs for a Project until the requirements under section 9 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

## **7. AWARDING OF CONTRACTS**

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

## **8. REQUIREMENTS FOR PROJECTS**

1. A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
2. A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.

## **9. ENVIRONMENTAL ASSESSMENT**

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



legislation that is or may come into force during the term of this Agreement.

## **10. AUDIT**

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

## **11. ACCESS**

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

## **12. DISPUTE RESOLUTION**

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

## **13. DEFAULT**

### **13.1. EVENTS OF DEFAULT**

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

### **13.2. DECLARATION OF DEFAULT**

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

### **13.3. REMEDIES ON DEFAULT**

1. In the event that Newfoundland and Labrador declares default under section 13.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
2. Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
3. Suspend or terminate the approval of Projects;
4. Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or
5. Terminate this Agreement.

## **14. LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **14.1. LIMITATION OF LIABILITY**

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

2. any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
3. any damage to or loss or destruction of property of any Person; or
4. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or each of the Projects.

## **14.2. INDEMNIFICATION**

1. The Ultimate Recipient will at all times indemnify and save harmless Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
  2. any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
  3. any damage to or loss or destruction of property of any Person; or
  4. any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

## **15. ASSETS**

### **15.1. DISPOSAL OF ASSETS**

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of an Asset for the first five (5) years after substantial completion of the project.
2. If at any time within the first five (5) years after substantial completion of the project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for the Project.

a) Exemptions are:

- i) When the asset is transferred to Newfoundland and Labrador, a municipal or regional government; OR
- ii) With Newfoundland and Labrador's consent

## **16. AMENDMENTS TO AGREEMENT**

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

## **17. CONFLICT OF INTEREST**

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

## **18. NO AUTHORITY TO REPRESENT**

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

## **19. LOBBYIST**

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

## **20. SEVERABILITY**

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

## **21. ASSIGNMENT**

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

## **22. AMENDMENTS TO AGREEMENT**

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

## **23. WAIVER**

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

## **24. NOTICE**

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

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

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

## **25. COMPLIANCE WITH LAWS**

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

## **26. SUCCESSORS AND ASSIGNS**

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

## 27. PROJECT ANNOUNCEMENTS

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

## 28. AGREEMENT SIGNATURES

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

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

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MINISTER OF TRANSPORTATION AND  
INFRASTRUCTURE

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signing      Official      #1      Title:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signing      Official      #2      Title:  
\_\_\_\_\_





City of Corner Brook  
2017-2020 Multi Year

Schedule A Revised October 2020

Project	Project #	As Per Schedule A May 2020	As Per Schedule A October 2020	GST/PST Rebate	Net Funding	Provincial Share	Municipal Share
Retaining Walls Replacement	17-MYCW-18-00014	123,426	123,426	11,499	111,927	55,964	55,964
Georgtown Road Section Rebuild	17-MYCW-18-00015	150,000	150,000	13,975	136,025	95,218	40,808
Regional Aquatic Centre Feasibility Study	17-MYCW-18-00017	155,200	155,200	14,459	140,741	98,519	42,222
St Mary's Brook / Curling Street, Concrete Culvert Replacement	17-MYCW-18-00019	170,000	170,000	15,838	154,162	107,913	46,249
McCormell Drive at Woodman's Avenue, Culvert Upgrade	17-MYCW-18-00020	1,170,000	1,170,000	109,003	1,060,997	742,698	318,299
Pressure Reducing Valve Stations Upgrades	17-MYCW-18-00021	1,065,500	1,065,500	99,268	966,232	676,362	289,870
Bunbar Avenue Substandard Waterline Replacement	17-MYCW-18-00022	67,809	67,809	6,318	61,491	43,044	18,447
Elizabeth Street Water Quality Improvements	17-MYCW-18-00023	446,600	446,600	41,608	404,992	283,494	121,498
Cole/Cochrane Streets Substandard Waterline Replacement	17-MYCW-18-00024	545,000	545,000	50,775	494,225	345,958	148,268
Hillard's Road Waterline Looping / Quality Improvements	17-MYCW-18-00025	509,955	509,955	47,510	462,445	323,712	138,734
East Valley Road Waterline Looping & Replacement	17-MYCW-18-00027	750,000	750,000	69,874	680,126	476,088	204,038
Georgetown Road Water Lateral Replacement	17-MYCW-18-00028	620,000	620,000	57,762	562,238	393,567	168,671
Georgetown Road at Burton's Road Culvert Replacement	17-MYCW-18-00016	608,300	600,660	55,960	544,700	381,290	163,410
East Valley / Central Street Storm Sewer Replacement	17-MYCW-18-00018	600,000	418,856	39,023	379,833	265,883	113,950
Bayview Heights Substandard Waterline Replacement	17-MYCW-18-00026	220,000	207,905	19,370	188,535	131,975	56,561
Transit Study and System Design	17-MYCW-21-00104	0	100,000	9,317	90,683	45,342	45,342
Mount Bernard Avenue Sewer Capacity and Upgrades	17-MYCW-21-00103	0	100,000	9,317	90,683	63,478	27,205
UNALLOCATED (@ 70/30)		28,848	58,300	5,432	52,868	37,008	15,860
<b>TOTAL</b>		<b>7,230,637</b>	<b>7,259,210</b>	<b>676,306</b>	<b>6,582,904</b>	<b>4,567,513</b>	<b>2,015,396</b>

1/11/2021



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	--

<b>Subject Matter: Corner Brook Storm Sewer Assessment</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments: PCA</b>
<b>Prepared By: James Warford</b>	<b>Council Meeting Date: December 21, 2020</b>

**Issue:** This RFD is intended to address the approval of the Prime Consultant Agreement for Corner Brook Storm Sewer Assessment which had been approved at the December 7, 2020 Council in Committee meeting minute No. CC20-167.

**Background:** The City of Corner Brook has a storm sewer system consisting of approximately 1000 manholes and over 100 km of pipe. As part of the asset management program the City plans to conduct a condition assessment of its storm sewer system. The City has received funding (\$62,000 + HST) under the FCM Municipal Asset Management Program to undertake a condition assessment of the City's storm sewer collection infrastructure.

**Recommendation:** Staff recommend Option 1, that the Council of the City of Corner Brook approve the Prime Consultant Agreement from SNC-Lavalin in the amount of \$71,300.00 (HST Included), for consulting services related to the Corner Brook Storm Sewer Assessment and that the following motion be supported:

**Be it resolved that the Council of the City of Corner Brook** a approve the Prime Consultant Agreement from SNC-Lavalin in the amount of \$71,300.00 (HST Included), for consulting services related to the Corner Brook Storm Sewer Assessment.

**Options:**

1. That the Council of the City of Corner Brook execute the Prime Consultant Agreement from SNC-Lavalin in the amount of \$71,300.00 (HST Included), for consulting services related to the Corner Brook Storm Sewer Assessment.
2. That the Council of the City of Corner Brook not execute the Prime Consultant Agreement from SNC-Lavalin in the amount of \$71,300.00 (HST Included), for consulting services related to the Corner Brook Storm Sewer Assessment.
3. That the council of the City of Corner Brook give other direction to staff.

**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications: MAMP-16792**

**Budget:** \$62,000.00 (plus HST)

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
---	---

**Environmental Implications:** NA

<b>Prepared by:</b> Jim Warford
<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> December 9, 2020

**Additional Comments by City Manager:**

# STORM SEWER SYSTEM ASSESSMENT

Prime Consultant Agreement

City of Corner Brook



Infrastructure

03 | 12 | 2020

Contract  
Internal ref. 673790-0065-M-30-CON-000-0001\_C01

# **STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT**

## **CITY OF CORNER BROOK STORM SEWER SYSTEM ASSESSMENT**

**Consultant:** SNC Lavalin Inc.

**TI Project No.:** 673790-0065

**Funding Program:** N/A

This Page is Intentionally Left Blank

## AGREEMENT

**THIS AGREEMENT** made at **Mount Pearl**  
in the Province of Newfoundland and Labrador, on this 3rd day of December,  
2020.

**BETWEEN:**

City of Corner Brook  
("The Client")

**AND:**

SNC Lavalin Inc.  
("The Prime Consultant")

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

### **I. Definitions**

In addition to the terms defined in the Special Terms and Conditions attached as Schedule "B", (if any), and the General Terms and Conditions attached as Schedule "C", the following words and phrases shall have the following meanings:

- a) "Contract Documents" shall mean and include:
  - i. This head agreement (the "Head Agreement");
  - ii. The Scope of Work attached as Schedule "A";
  - iii. The Special Terms and Conditions attached as Schedule "B";
  - iv. The General Terms and Conditions attached as Schedule "C";
  - v. Protocols for Security of Government Information on Information Technology assets of Contractors attached as Schedule "D"; and
  - vi. Access to Information outline attached as Schedule "E".
- b) "Representatives" mean directors, officers, employees, consultants, sub-consultants agents, advisors or partners.

### **II. The Prime Consultant's Work**

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



### III. **Entire Agreement**

It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the “Agreement”). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

### IV. **Representations and Warranties**

The Prime Consultant hereby represents and warrants that every fact stated or represented by the Prime Consultant or its Representatives to the Client in connection with any proposal made by the Prime Consultant in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

### V. **Conflict Between Provisions**

In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the Special Terms and Conditions, third the General Terms and Conditions, fourth the Protocols for Security of Government Information on Information Technology assets of Contractors, fifth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

### VI. **Start and Completion Date**

The Prime Consultant shall commence activities in relation to the Work with the start and completion dates mutually agreed upon as follows:

**Start Date:** December 3, 2020

**Completion Date:** September 2021

### VII. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VI or the date on the first page of this Head Agreement.

### VIII. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

### IX. **Counterparts**

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

all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

**City of Corner Brook**

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or Signing Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SNC Lavain Inc.**

\_\_\_\_\_  
Signing Officer

\_\_\_\_\_  
Witness or Signing Officer

03-Dec-2020  
\_\_\_\_\_  
Date

03-Dec-2020  
\_\_\_\_\_  
Date

**SCHEDULE “A”**  
**SCOPE OF WORK**  
**BETWEEN PRIME CONSULTANT AND CLIENT**

**INDEX**

Part 1	DEFINITIONS.....	6
Part 2	RESPONSIBILITIES .....	7
Part 3	GENERAL REQUIREMENTS.....	9
Part 4	BASIS OF PAYMENT SCHEDULE .....	11

Schedule I	Project Description
Schedule II	Basic and Other Additional Services Fees
Schedule III	Additional Reimbursement Expenses
Schedule IV	Project Schedule
Schedule V	Other General Requirements

**Note: All references to the Department of Transportation and Infrastructure shall be deleted.**

## 1. PART 1 DEFINITIONS

- 1) Additional Services: means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 2) Authorities Having Jurisdiction (AHJ): means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 3) Basic Services: means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 4) Construction Budget Forecast: means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 5) Construction Cost: means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 6) Contingency Allowance: means the project contingency maintained for unforeseen expenses or cost overruns on capital works projects, as outlined in the Capital Works Cost Contingency Allowance Policy, available on the TI website.
- 7) Contract: means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 8) Contractor: means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 9) Cost Control Services: means a service to advise and monitor on Project Budget Forecast and Construction Budget Forecasts.
- 10) Master Specification: means Municipal Water, Sewer and Road Specification (a manual developed by the Municipal Infrastructure Division) or Master Specification Guide for Publicly Funded Buildings (a specification developed and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects), both developed by the Department of Transportation and Infrastructure. Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 11) Partial Services: means Reduced Basic Services as negotiated by the Client with the Prime Consultant.

- 12) Program Advisory Services: means Consulting Services provided by the Prime Consultant prior to start of Basic Services.
- 13) Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, contingencies, taxes (HST) and acquisition costs.
- 14) Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.
- 15) Substantial Performance: means a contract has been deemed to be substantially performed, per the Substantial Performance criteria outlined in the General Conditions of the construction contract.
- 16) Total Performance: means when the entire work has been performed to the requirements of the construction Contract Documents and is so certified by the Prime Consultant.

## **2. PART 2 RESPONSIBILITIES**

### **1) PRIME CONSULTANT**

- a) The Prime Consultant's services consist of Program Advisory Services, Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- b) The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.
- c) During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Transportation and Infrastructure's tendering and contract procedures and administrative practices will be followed in the performance of this phase.
- d) The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.
- e) The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.

- f) The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
  - i) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.
  - ii) Ensure that key onsite personnel under the employ of the Prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken, and any Site Specific Safety Plans developed.
  - iii) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.
  - iv) Identify unsafe work conditions to the contractor, Client, and the Department of Transportation and Infrastructure, that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- g) Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- h) The following schedules apply:
  - i) Schedule I - Project Description
  - ii) Schedule II - Basic and Other Additional Services Fees
  - iii) Schedule III - Additional Reimbursable Allowances
  - iv) Schedule IV - Project Schedule
  - v) Schedule V - Other General Requirements

## 2) CLIENT'S RESPONSIBILITIES

- a) The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
- b) The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
- c) If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
- d) The Client may provide information regarding the project including: a program, which

shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.

- e) The Client will provide the Prime Consultant with a Project Budget Forecast.
- f) The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- g) When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.
- h) Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- i) The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

### **3. PART 3 GENERAL REQUIREMENTS**

#### **1) STAFF**

- a) The Prime Consultant will provide the Client with a list of its employees and those of its Sub-Consultants who will be assigned to the project. The list will include the classification of each employee and the hourly rate to be charged for additional services rendered. The Prime Consultant will obtain written prior approval of Client for any replacement of employees, changes in the numbers of employees or changes to rates of employees assigned to the project.

#### **2) SCHEDULE**

- a) The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- b) Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for

may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.

- c) If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

### 3) COST CONTROL

- a) The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Transportation and Infrastructure for project milestones and monthly project status reports.
- b) If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.
- c) If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

### 4) CHANGES AND ADJUSTMENT

- a) Changes and adjustment to the fees payable under this Agreement will be only considered if there is a material change in the level of services agreed to be provided or in the scope of the Project, or there is a material delay in the performance of the work required under the Contract.
- b) The amounts due to the Prime Consultant arising from a material change to the Agreement will be determined by a negotiated fixed amount, or failing such negotiation, the actual cost as determined by level of effort incurred times the agreed hourly rate, plus receipted expenses.
- c) Any increases in the fees payable caused by a material change or other changes shall be communicated by the Prime Consultant in writing to the Client prior to



incurring such costs to permit the Client to mitigate the amount of increased costs.

#### 5) ERRORS AND OMISSIONS

- a) Any costs resulting from design errors on the part of the Prime Consultant, Sub-Consultants chosen by the Prime Consultant, or agents, or employees of the Prime Consultant or of any Sub-Consultant chosen by the Prime Consultant will be the responsibility of the Prime Consultant to remedy. However, where the Client and not the Prime Consultant chooses a Sub-Consultant to do hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work, the Prime Consultant shall not be held responsible for design errors attributed to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, or construction testing services, done by Sub-Consultants chosen by the Client, unless those design errors are directly caused by the Prime Consultant. In the case of Sub-Consultants chosen by the Client, the Client and not the Prime Consultant shall be responsible to take such steps as the Client deems to be appropriate, to ensure that any Sub-Consultant chosen by the Client has appropriate and adequate policies of insurance that are acceptable to the Client in place to cover design errors attributable to incomplete or incorrect hazardous materials studies, environmental reports, geotechnical reports, topographical or legal surveys, construction testing services or other work done by any such Sub-Consultant.
- b) Any costs resulting from errors in design or omissions may be paid by the Client providing the cost of such design omissions does not entail removing material or equipment that has already been constructed in accordance with the plans and specifications. The cost of the original material and equipment, as indicated on the plans and specifications, and the labour to remove such will be the responsibility of the Prime Consultant.

#### 6) PRIME CONSULTANT ACTIONS AND DECISIONS

- a) The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- b) The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- c) Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- d) If the Prime Consultant does not promptly and diligently comply with or fails to meet

the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

#### 7) INSURANCE COVERAGE

- a) The Prime Consultant shall supply written proof of:
  - i) Professional liability insurance coverage
    - (1) equal or greater than \$250,000 per claim, \$500,000 in aggregate for projects under \$2 million construction value or
    - (2) \$500,000 per claim, \$1,000,000 aggregate for projects over \$2 million.
    - (3) The Prime Consultant shall be fully responsible for all amounts deducted from this value by the Prime Consultant's Insurer. This Insurance shall remain in effect until the expiry of the general contractor's one year warranty on the project.
  - ii) Commercial liability insurance acceptable to the Client with a minimum limit of \$1,000,000.
  - iii) The Insurer shall be an insurance company licensed to do business in the Province of Newfoundland & Labrador.

#### 4. **PART 4 BASIS OF PAYMENT SCHEDULE**

- 1) The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 2) The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 3) The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".
- 4) The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 5) The Client will pay for resident services during construction, when requested, based on an agreed rate. The rate is to include all payroll costs, up to the maximum number of resident services hours, supported by Form 14 and Form 18, as found in the Master Specification section of the Department of Transportation and Infrastructure's website. For resident inspection hours that are anticipated to exceed the signed PCA amount, prior approval must be given by the Department of Transportation and Infrastructure.
- 6) The Client will pay for construction management services, when requested, on the basis

of the level of effort required during project implementation based on an agreed fixed fee.

- 7) The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 8) The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C" and substantiated by invoices. Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined as of the date the expenses are incurred.
- 9) The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

**SCHEDULE I**  
**PROJECT DESCRIPTION**

**Project Description:**

The purpose of this project is to undertake a condition assessment of the City's storm sewer collection infrastructure. The goal of this project is to better position the City to assess risk of failure and prioritize rehabilitative, replacement and/or upgrade work.

**Scope of Work:** The Scope of Work for this project is found:

- In the attached Fee Proposal

**Deliverables:** Deliverables include, but are not limited to those outlined in

- In the attached Fee Proposal

**SCHEDULE II**  
**(Water, Sewer, and Municipal Roads)**  
**BASIC AND OTHER ADDITIONAL SERVICES FEES**

**ALL COSTS WILL BE BASED ON A TIME AND MATERIALS BASIS**

	<b><u>BASIC SERVICES</u></b>		
	Preliminary Engineering		\$52,000
	Design Development		
	Contract Documents		
	Tendering and Contracts Award		
	Contract Administration		
	Project Completion Phase and Project Record Drawings		
	Other:		
	Resident Services during Construction		
	Commissioning		
	Prime Consultant Project Expenses for Above Services		
	Site Specific Safety Plan		
<b>A</b>	<b>SUB-TOTAL SERVICE FEES</b>		
	<b><u>REIMBURSABLE EXPENSES</u></b>		
	Meals*		
	Travel*		
	Accommodation*		
	Permits (enter list of permits.)		
<b>B</b>	<b>SUB-TOTAL REIMBURSEABLE EXPENSES</b>		\$10,000
<b>C</b>	<b>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES</b>	From Schedule III	\$0
<b>D</b>	<b>TOTAL SERVICE FEE (Less HST)</b>	(A+B+C)	\$ 62,000
<b>E</b>	<b>TOTAL HST</b>	15% D	\$ 9,300
<b>F</b>	<b>TOTAL SERVICE FEE (Including HST)</b>	D+E	\$ 71,300

\* per Treasury Board Rates at time of signing contract

**SCHEDULE III**  
**(Water, Sewer, and Municipal Roads)**  
**ADDITIONAL REIMBURSABLE ALLOWANCES**

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

	<b><u>Additional Reimbursable Allowances</u></b>	
	Site Surveys (Include in Level of Effort unless 3 <sup>rd</sup> party include here)	\$ 0
	Geotechnical Investigations	\$ 0
	Materials Testing	\$ 0
	Asphalt Extractions	\$ 0
	Concrete Testing	\$ 0
	Compaction Testing	\$ 0
	Water Main Leakage Detection	\$ 0
	Sewer Main Infiltration Detection	\$ 0
<b>C</b>	<b>TOTAL (Transfer to Schedule II)</b>	<b>0</b>

**SCHEDULE IV**  
**PROJECT SCHEDULE**

<b>Task / Milestone</b>	<b>Schedule</b>
PCA Signature Date	See attached Proposal
Project Kickoff Meeting	
Site Investigations	
Permit Application	
Issued for Review Document Package	
Issued for Tender Document Package	
Tender Date	
Tender Close	
Contract Award	
Construction Start Date	
Substantial Performance Date	
Construction End Date	
Ten Month Warranty Inspection	

**SCHEDULE V**  
**OTHER GENERAL REQUIREMENTS**

The following items form an integral part of this contract:

- Professional and Commercial Liability Insurance Certificates
- SNC Lavalin Inc. Proposal



SCHEDULE "B"  
SPECIAL TERMS AND CONDITIONS (as necessary)

*All Special Terms and Conditions must be reviewed by both the Department of Transportation and Infrastructure, and Department of Justice and Public Safety, Government of Newfoundland and Labrador.*

No Special Terms and Conditions

**SCHEDULE "C"**  
**GENERAL TERMS AND CONDITIONS**

**Article - 1. PAYMENT**

**1.1 Consideration**

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with the Payment Outline below.

**Payment Outline**

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, in accordance with **Schedule II**.

**1.2 Reimbursement of Expenses**

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with the Reimbursement Outline below.

**Reimbursement Outline**

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated as included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services"

- (i) Meals, Travel, and Lodging
- (ii) Any Claims against cash allowance requires itemized receipts.
- (iii) Third party expenses such as lease of pole camera, rental vehicles, traffic controls with a 5% mark up.

All claims submitted for reimbursable expenses in accordance with this Article 1.2 shall be reimbursed at rates not to exceed those established by Government of Newfoundland and Labrador - Treasury Board pursuant to the guidelines and policies of the Client even if such rates are lower than the actual costs incurred by the Prime Consultant.

**1.3 Payment General**

- (a) The Parties agree and confirm that total amounts payable for the Work shall not exceed the monetary ceiling indicated in Schedule II.
- (b) The Prime Consultant shall remain obligated to complete the Work

notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).

- (c) The Parties agree and confirm that as set out in section 25(6) of the Financial Administration Act, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.
- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client on a monthly basis:

**City of Corner Brook  
5 Park Street P. O. Box 1080  
Corner Brook, NL Canada A2H 6E1**

## **Article - 2. INFORMATION SUPPLIED BY THE CLIENT**

- 2.1** The Client will furnish to the Prime Consultant all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Prime Consultant shall review the information for accuracy and applicability.
- 2.2** Where discrepancies, omissions or obscurities in the information are evident, the Prime Consultant shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

### Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

#### 3.1 For the purposes of this Article “Confidential Information” means:

- (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
- (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
- (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;
- (d) all personal information, as defined from time to time under the Access to Information and Protection of Privacy Act, 2015, SNL 2015 cA-1.2, to mean recorded information about an identifiable individual, including,
  - (i) the individual's name, address or telephone number,
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
  - (iii) the individual's age, sex, sexual orientation, marital status or family status,
  - (iv) an identifying number, symbol or other particular assigned to the individual,
  - (v) the individual's fingerprints, blood type or inheritable characteristics,
  - (vi) information about the individual's health care status or history, including a physical or mental disability,
  - (vii) information about the individual's educational, financial, criminal or employment status or history,
  - (viii) the opinions of a person about the individual, and
  - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's

employees, servants and/or agents; and

- (f) Confidential Information shall not include any information which:
- (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
  - (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client

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

**3.3** The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

**3.4** All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

- 3.5** The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6** The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, 2015, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.
- 3.7** The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
  - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
  - (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;

- (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
  - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
  - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

**3.8 The Prime Consultant shall only disclose Confidential Information to persons other than the Prime Consultant's employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule "D".**

**3.9** The Prime Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;
- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice and Public Safety website at:  
<https://www.gov.nl.ca/atipp/privacyprotection/>

#### **Article - 4. EMPLOYEES OF THE PRIME CONSULTANT**

- 4.1** The Prime Consultant shall provide employees who are competent in their field of specialization. The Client will have the right to have the Prime Consultant remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Prime Consultant fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person concerned was involved and may refuse to approve payment for such Work.
- 4.2** The Prime Consultant shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

#### **Article - 5. ACCESS TO FACILITIES**

- 5.1** The Client agrees to provide, access to the project site for the Prime Consultant to perform the Work during Client office hours.
- 5.2** When using or accessing the premises of the Client, the Prime Consultant and all officers, employees and agents of the Prime Consultant shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

#### **Article - 6. RECORDS AND AUDIT**

- 6.1** The Prime Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.
- 6.2** The Prime Consultant shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.

#### **Article - 7. TERMINATION**

- 7.1** This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2** Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3** Where this Agreement is terminated prior to the mutually agreed upon completion



date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

## **Article - 8. NOTICES**

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

For the Client:

**Jim Warford  
City of Corner Brook  
5 Park Street P. O. Box 1080  
Corner Brook, NL Canada A2H 6E1**

Phone: (709) 637 - 1666  
Fax: (709) 637 - 1625  
Email: [jwarford@cornerbrook.com](mailto:jwarford@cornerbrook.com)

For the Prime Consultant:

**Wayne Manuel  
SNC Lavalin Inc.  
1090 Topsail Road  
Mount Pearl, NL., A1N 5E7**

Phone: (709) 368 - 0118  
Fax: (709) 368 - 0158  
Email: [Wayne.Manuel@sncclavalin.com](mailto:Wayne.Manuel@sncclavalin.com)

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

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

## **Article - 9. LIABILITY**

**9.1** The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

**9.2** The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

## **Article - 10. COMPLIANCE WITH LAW**

**10.1** In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

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

## **Article - 11.           ARBITRATION**

- 11.1** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.
- 11.2** In the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and request third party mediation thereof.
- 11.3** Should the parties not agree to third party mediation or the matter in dispute between the parties not be resolved by mediation, then in the case of a dispute arising between the Client and the Prime Consultant as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Articles 11.1 and 11.2), either party may give the other notice of such dispute and request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the *Arbitration Act*, RSNL 1990 cA-14, including such provisions for the appointment of arbitrators.

## **Article - 12.           LAWS GOVERNING**

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

## **Article - 13.           USE OF WORK**

- 13.1** The Client shall have the right to use the Work or variations thereof in other operations of the Client.
- 13.2** With respect to 13.1 the Prime Consultant's liability to the Client for and in respect of the Work is solely limited to the project described in this Agreement.

## **Article - 14.           CONFLICT OF INTEREST**

- 14.1** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2** The Prime Consultant and the Prime Consultant's Representatives:

- (a) shall conduct all duties related to this Agreement with impartiality;
- (b) shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;
- (c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
- (d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

#### **Article - 15. SUB-CONTRACTORS**

- 15.1** The Prime Consultant shall not sub-contract all or a portion of the Work without the prior written approval of the Client which consent will not be unreasonably withheld.
- 15.2** The entry into any sub-contract shall not relieve the Prime Consultant of any of its obligations under the terms of this Agreement.

#### **Article - 16. GENERAL**

- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3** Time shall be of the essence of this Agreement.
- 16.4** The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6** The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or

interpretation of this Agreement.

- 16.7** This Agreement shall ensure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8** The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

## SCHEDULE “D”

### PROTOCOLS FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF CONTRACTORS

- The Prime Consultant should confirm with the Client and Department of Transportation and Infrastructure whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) (“Confidential Information”) received from the Client or Government of Newfoundland and Labrador (“Government”) and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.
- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - Share personal computer drives or folders on a computer accessing the network; or

- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.

## SCHEDULE “E” Access to Information

- The financial value of this contract may be publicly released as part of the award notification process.
- The Prime Consultant agrees that any specific information that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the Prime Consultant, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.
- By entering in an Agreement, the Prime Consultant represents and warrants to the Client that the Prime Consultant has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Client, and the use, distribution and disclosure of such information as part of any document for the purposes of, or in connection with, this Agreement and the Procurement Process.
- For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link:  
<http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>



## Appendix A - Proposal



**SNC-Lavalin Inc.**  
 1090 Topsail Road  
 Mount Pearl, NL, Canada, A1N 5E7  
 ☎ 709.368.0118 📠 709.368.5410

673790-0065-P-21-PRP-0001\_C01

03 December 2020

**City of Corner Brook**  
 Park Street  
 Corner Brook, NL, A2H 6E1

Attention: Mr. Jim Warford P. Eng.

Dear Mr. Warford

**RE: Engineering Consulting Services- Storm Sewer Assessment**

---

Further to our recent Discussion, SNC-Lavalin (SNCL) is pleased to submit this letter proposal to offer engineering consulting services for this project as described below.

**1.0 BACKGROUND INFORMATION**

The City has received funding (\$62,000 + HST) to undertake a condition assessment of the City's storm sewer collection infrastructure. The system has approximately 1000 manholes and associated piping. The funding is insufficient to permit inspection of all manholes, therefore it will be necessary to undertake a representative sampling program. The following information will be used to determine number and location of manholes to be inspected;

- Pipe material
- Pipe age
- Pipe diameter
- Manhole location
- Traffic volume

Manholes and pipe in each direction will be inspected using a pole camera (Envirosight Quickview Air HD) to enable visual assessment.

CMP pipe usually fail (corrode) in the bottom first thus Inspections should be carried out during times of low flow, so the bottom of pipe is visible. This will result in scheduling inspections during June-August.





**SNC • LAVALIN**

Mr. Jim Warford

Dec 03, 2020

Page 2

## 2.0 SCOPE OF WORK

The scope of work will be as follows;

- > Review City storm sewer system and define sampling program
- > Lease pole camera.
- > Provide traffic control
- > Provide information in a format that can be imported into GIS. This will allow the information to be captured and stored in an easily retrievable location which will allow comparison over time.
- > Provide condition report in Canadian Infrastructure Report Card (CIRC) condition grading system.
- > Provide estimates of required upgrading

## 3.0 LIMITATIONS, ASSUMPTIONS & EXCLUSIONS

The following are applicable for this project:

- > Estimates will be order of magnitude based on an all inclusive per meter cost
- > Condition assessment based on visual inspection

## 4.0 DELIVERABLES

The following deliverables are included in the scope of work:

- > Condition assessment report (CIRC format and GIS format)
- > Video from all inspections
- > Estimates for Upgrading
- > All reports will be in electronic format

## 5.0 SCHEDULE

We estimate the following schedule;

- Determine sampling program – two weeks
- Mobilization of equipment and resources to site – one week (start June 01, 2021)
- Inspection of manholes and pipe - 4 weeks
- Prepare condition report - two weeks
- Undertake upgrading estimates – one week





**SNC • LAVALIN**

Mr. Jim Warford  
Dec 03, 2020  
Page 3

## COST OF SERVICES

There are many variables and unknowns which do not permit us to provide a lump sum fee such as;

- Number of manholes/pipes to be inspected
- Location of manholes
- Amount of traffic control required

We therefore recommend compensation on a time and materials basis. SNC staff would be invoiced at the following hourly rates;

Senior Advisor	\$210.00	(Provides advise on technical & financial matters)
Senior Engineer	\$140.00	(Project Management and oversight)
Intermediate Engineer	\$110.00	(Develop sampling program and report writing)
Senior Technician	\$80.00	(Field inspections and condition assessment)
Junior Technician	\$50.00	(Field inspections)
Administration Support	\$55.00	
Project Controller	\$90.00	(Financial control, reports)

All travel expenses will be invoiced at cost based on the Government of Newfoundland travel policy and rates. All other expenses i.e. pole camera lease, third party traffic control (if required), vehicle rental, will be invoiced at cost with a 5% markup.

We will work with the City to develop a testing program that allows the City to obtain an accurate condition assessment within the available funding. Detailed budgets will be developed, in conjunction with the city, for each phase of the project to ensure project deliverables can be achieved.

Weekly reports of costs will be provided to the City to allow progress to be tracked, to ensure the planned deliverables can be met and to ensure there are no surprises or cost overruns.

Where possible field inspection staff would be from the Corner Brook area to minimize travel and accommodation expenses.





**SNC • LAVALIN**

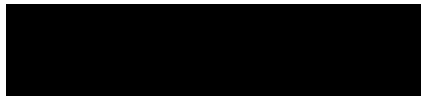
Mr. Jim Warford  
Dec 03, 2020  
Page 4

## PROPOSAL SUBMISSION

We thank you for the opportunity to submit our proposal and look forward to working with you. If there are any questions related to our submission, please do not hesitate to contact me.

Yours truly,

**SNC-LAVALIN INC.**



**Wayne Manuel**, P. Eng.

Director of Operations & Strategy

Infrastructure Engineering – Eastern Canada

**Infrastructure**

*This proposal (including its attachments) is confidential and information contained therein may be subject to intellectual property rights of SNC-Lavalin Inc., its affiliates or third parties, be protected by law, including privacy laws and/or by export restrictions, or be otherwise deemed confidential or sensitive. This proposal is destined exclusively to the Town of Holyrood and is communicated for the sole purpose of allowing the Town of Holyrood to evaluate the opportunity of entering into a contract with SNC-Lavalin Inc. and, as the case may be, such further purpose as shall be expressly allowed by such contract, and may not be reproduced, used or disclosed, in whole or in part, nor used for any other purpose.*





1090 Topsail Road  
Mount Pearl, NL, A1N 5E7  
709-368-0118 - 709-368-0158  
[www.snclavalin.com](http://www.snclavalin.com)



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Council Meeting Schedule 2021</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: January 11, 2021</b>

**Issue:** To provide Council with the meeting schedule for January to April 2021 for approval.

**Background:** City Council meetings typically take place bi-weekly on the 1<sup>st</sup> and 3<sup>rd</sup> Monday evening of the month. Council meetings will be in the form of a Regular Meeting and a Committee of the Whole Meeting, both of which are public meetings. The proposed Council Meeting schedule for January to April 2021 is as follows:

Meeting Type	Date
Regular Meeting	January 25, 2021
Regular Meeting	February 15, 2021
Committee of the Whole Meeting	March 1, 2021
Regular Meeting	March 15, 2021
Committee of the Whole Meeting	April 5, 2021
Regular Meeting	April 26, 2021

**Recommendation:** Approve the January-April 2021 Meeting Schedule as presented. Changes to the schedule are subject to consultation with Council.

**Options:**

1. That Council approve the January-April 2021 Schedule as presented. A confirmed schedule will allow for improved communication to staff, the public and the media.
2. That Council make amendments to the schedule as presented. It is important that amendments to the schedule be confirmed as soon as possible to allow for adequate time to prepare staff reports for meetings.

**Legal Review:** Not required.

**Governance Implications:** Section 31 of the City of Corner Brook Act requires that Council meet at least once a month for the dispatch of general business.

**Budget/Financial Implications:** n/a

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
---	--

**Environmental Implications:** n/a.

<b>Prepared by:</b> Jessica Smith, Legislative Assistant
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> January 8, 2021



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
---	---

<b>Subject Matter: Code of Conduct - Council</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Meeting Date: January 11, 2021</b>

### **Topic: Code of Conduct – Mayor & Council**

#### **Background:**

The City Manager has been reviewing various best practices for Code of Conduct for Mayor & Council. It is the intent of the City Manager to develop a Code of Conduct for Mayor & Council over the next couple of months to bring forward to Council for review and approval.

A Code of Conduct will establish guidelines for ethical and inter-persona conduct of members of Council. A Code of Conduct will assist in providing good governance to the residents of the City of Corner Brook.

#### **Objective:**

To provide an update on the planning for a Code of Conduct – Mayor & Council.

**Governance Implications:** A Code of Conduct for Mayor & Council will be brought to Council for review and approval in the future.

#### **Budget/Financial Implications:**

<b>Prepared by:</b> Dale Park
<b>Director:</b> Dale Park
<b>City Manager:</b>
<b>Date:</b> January 5, 2021

#### **Additional Comments by City Manager:**



## Code of Conduct for Councillors

### Purpose and Application

The purpose of this policy is to establish standards for the ethical conduct of Councillors relating to their roles and obligations as representatives of the City and a procedure for the investigation and enforcement of those standards.

### Representing the City

Councillors shall:

- a) act honestly and, in good faith, serve the welfare and interests of the City as a whole;
- b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;
- c) conduct themselves in a professional manner with dignity and make every effort to participate diligently in the meetings of Council, committees of Council and other bodies to which they are appointed by Council;
- d) conduct themselves in a manner that promotes public confidence and will bear close public scrutiny.

### Communicating on Behalf of the City

A Councillor must not claim to speak on behalf of Council unless authorized to do so.

Unless Council directs otherwise, the Mayor is Council's official spokesperson and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official Council position on an issue shall be referred to Council's official spokesperson.

A Councillor who is authorized to act as Council's official spokesperson must ensure that their comments accurately reflect the official position and will of Council as a whole, even if the Councillor personally disagrees with Council's position.

No Councillor shall make a statement when they know that statement is false.

No Councillor shall make a statement with the intent to mislead Council or members of the public.

### Respecting the Decision-Making Process

Decision making authority lies with Council, and not with any individual Councillor.

Council may only act by bylaw or resolution passed at a Council meeting held in public at which there is a quorum present. No Councillor shall, unless authorized by Council, attempt to bind the City or give direction to employees in Administration, agents, contractors, consultants or other service providers or prospective vendors to the City.

Councillors shall conduct and convey Council business and all their duties in an open and transparent manner other than for those matters which by law are authorized to be dealt with in a confidential manner in an in-camera session, and in so doing, allow the public to view the process and rationale which was used to reach decisions and the reasons for taking certain actions.

Councillors shall accurately communicate the decisions of Council, even if they disagree with Council's decision, such that respect for the decision-making processes of Council is fostered.

#### Adherence to Policies, Procedures and Bylaws

Councillors shall uphold the law established by the Government of Newfoundland and Labrador and the bylaws, policies and procedures adopted by Council.

Councillors shall respect the City as an institution, its bylaws, policies and procedures and shall encourage public respect for the City, its bylaws, policies and procedures.

A Councillor must not encourage disobedience of any bylaw, policy or procedure of the City in responding to a member of the public, as this undermines public confidence in the City and in the rule of law.

#### Respectful Interactions with Council Councillors, Staff, the Public and Others

Councillors shall act in a manner that demonstrates fairness, respect for individual differences and opinions, and an intention to work together for the common good and in furtherance of the public interest.

Councillors shall treat one another, employees of the City and members of the public with courtesy, dignity and respect and without abuse, bullying or intimidation.

No Councillor shall use indecent, abusive, or insulting words or expressions toward another Councillor, any employee of the City or any member of the public.

No Councillor shall speak in a manner that is discriminatory to any individual based on the person's race, religious beliefs, colour, gender, physical disability, mental disability, age, ancestry, place of origin, marital status, source of income, family status or sexual orientation.

Councillors shall respect the fact that employees in Administration work for the City as a corporate body and are charged with making recommendations that reflect their professional expertise and a corporate perspective and that employees are required to do so without undue influence from any Councillor or group of Councillors.

Councillors must not:

- a) involve themselves in matters of Administration, which fall within the jurisdiction of the City Manager;
- b) use, or attempt to use, their authority or influence for the purpose of intimidating, threatening, coercing, commanding or influencing any employee of the City with the intent of interfering in the employee's duties; or
- c) maliciously or falsely injure the professional or ethical reputation, or the prospects or practice of employees of the City.

#### Confidential Information

Councillors must keep in confidence matters discussed in private at a Council or Council committee meeting until the matter is discussed at a meeting held in public or once the matter is communicated by City staff to the public via media release or social media post.

Councillors shall refrain from disclosing or releasing any confidential information acquired by virtue of their office except when required by law or authorized by Council to do so.

No Councillor shall use confidential information for personal benefit or for the benefit of any other individual organization.

Confidential information includes information in the possession of, or received in confidence by, the City that the City is prohibited from disclosing pursuant to legislation, court order or by contract, or is required to refuse to disclose under Access to Information and Protection of Privacy Act or any other legislation, or any other information that pertains to the business of the City, and is generally considered to be of a confidential nature, including but not limited to information concerning:

- a) the security of the property of the City;
- b) a proposed or pending acquisition or disposition of land or other property;
- c) a tender that has or will be issued but has not been awarded;
- d) contract negotiations;
- e) employment and labour relations;
- f) draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
- g) law enforcement matters;
- h) litigation or potential litigation, including matters before administrative tribunals; and
- i) advice that is subject to solicitor-client privilege.

### Conflicts of Interest

Councillors have a statutory duty to comply with sections 22-26 of the City of Corner Brook Act regarding Conflict of Interest.

Councillors are to be free from undue influence and not act or appear to act in order to gain financial or other benefits for themselves, family, friends or associates, business or otherwise.

Councillors shall approach decision-making with an open mind that is capable of persuasion.

### Improper Use of Influence

No Councillor shall use the influence of the Councillor's office for any purpose other than for the exercise of the Councillor's official duties.

### Use of Municipal Assets and Services

Councillors shall use municipal property, equipment, services, supplies and staff resources only for the performance of their duties as a Councillor, subject to the following limited exceptions:

- a) municipal property, equipment, service, supplies and staff resources that are available to the general public may be used by a Councillor for personal use upon the same terms and conditions as members of the general public, including booking and payment of any applicable fees or charges;
- b) electronic communication devices, including but not limited to desktop computers, laptops, tablets and smartphones, which are supplied by the City to a Councillor, may be used by the Councillor for personal use, provided that the use is not for personal gain, offensive or inappropriate.

### Orientation and Other Training Attendance

Every Councillor must attend the orientation training offered by the City within 90 days after the Councillor takes the oath of office.

Unless excused by Council, every Councillor must attend any other training organized at the direction of Council for the benefit of Councillors throughout the Council term.

### Remuneration and Expenses

Councillors are stewards of public resources and shall avoid waste, abuse and extravagance in the use of public resources.

Councillors shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal bylaws, policies and procedures regarding claims for remuneration and expenses.

### Gifts and Hospitality

Councillors shall not accept gifts, hospitality or other benefits that would, to a reasonable member of the public, appear to be in gratitude for influence, to induce influence, or otherwise to go beyond the necessary and appropriate public functions involved.

Councillors may accept hospitality, gifts or benefits that normally accompany the responsibilities of office and are received as an incident of protocol or social obligation, provided that the value of the hospitality, gift or benefit does not exceed \$100.

Gifts received by a Councillor on behalf of the City as a matter of official protocol which have significance or historical value for the City shall be left with the City when the Councillor ceases to hold office.

### Election Campaigns

No Councillor shall use any facilities, equipment, supplies, services, municipal logo or other resources of the City for any election campaign or campaign-related activity.

### Informal Complaint Process

Any Councillor who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this policy may address the prohibited conduct by:

- a) advising the Councillor that the conduct violates this policy and encouraging the Councillor to stop,
- b) requesting the Mayor to assist in informal discussion of the alleged complaint with the Councillor in an attempt to resolve the issue. In the event that the Mayor is the subject of, or is implicated in a complaint, the person may request the assistance of the Deputy Mayor.

Individuals are encouraged to pursue this informal complaint procedure as the first means of remedying conduct that they believe violates this policy. However, an individual is not required to complete this informal complaint procedure prior to pursuing the formal complaint procedure outlined below.

### Formal Complaint Process

Any Councillor who has identified or witnessed conduct by a Councillor that the person reasonably believes, in good faith, is in contravention of this policy may file a formal complaint in accordance with the following procedure:

- a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual;
- b) All complaints shall be addressed to the City Manager;
- c) The complaint must set out reasonable and probable grounds for the allegation that the Councillor (the Respondent) has contravened this policy, including a detailed description of the facts, as they are known, giving rise to the allegation;
- d) If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this policy, the Councillor or Councillors concerned shall receive a copy of the complaint submitted to the City Manager;
- e) The City Manager shall engage an independent Investigator, who will be required to...
  - a. review the complaint and this policy;
  - b. in collaboration with the City Manager, identify and interview appropriate witnesses;
  - c. determine whether the Respondent has contravened this policy;
  - d. provide parties to the investigation with the information created and gathered during the investigation (ATTIP Act, section 33);
  - e. provide witnesses with their witness statements only, upon request;
  - f. provide the Council with a statement of the results of their investigation, including a determination on whether, in their opinion, a breach of this policy has occurred.
- f) All proceedings of the Investigator regarding the investigation shall be confidential;
- g) The Respondent shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council
- h) The Respondent is entitled to be represented by legal counsel, at the Councillor's sole expense.
- i) Council, excluding the Complainant and Respondent, shall deliberate and make a ruling on whether a breach of this policy has occurred.

Upon a finding that a Councillor has breached this policy...

- a) Council shall issue a letter of reprimand addressed to the Councillor, including a request to submit a written apology regarding the breach to Council and/or the Complainant.
- b) The Councillor shall submit a written apology to Council and/or the Complainant within 5 days of Council's request.
- a) Council shall present the letter of reprimand and the Councillor's written apology (or notice that one has not been provided) at the next public meeting of Council;
- b) In addition, Council may suspend or remove the Councillor from Council committees and bodies to which Council has the right to appoint members.

Upon a finding that a Councillor has not breached this policy, Council shall issue a letter to the Complainant and Respondent stating such. The issue shall be considered finished and should remain confidential.

### Compliance and Enforcement

Councillors shall uphold the letter and the spirit and intent of this policy.

Councillors are expected to co-operate in every way possible in securing compliance with the application and enforcement of this policy.

No Councillor shall:

- a) undertake any act of reprisal or threaten reprisal against a complainant or any other person for providing relevant information to Council or to any other person;
- b) obstruct Council, or any other person, in carrying out the objectives or requirements of this policy.