



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 **March 1, 2021** at **5:30** via **videoconference**.

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

CITY CLERK

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**MINUTES OF A COMMITTEE OF THE WHOLE OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 11 JANUARY, 2021 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
	J. Carey	T. Flynn, Director of Protective Services
	L. Chaisson	D. Burden, Director of Public Works, Water and Waste Water Services
	V. Granter	M. Redmond, City Clerk
	B. Staeben	

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

COW21-01 Approval of Agenda

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

COW21-02 Approval of Minutes (Nov 23, 2020)

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the minutes of the Committee of the Whole Meeting on November 23, 2020 as presented. **MOTION CARRIED.**

COW21-03 Confirmation of Minutes

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

RESOLVED to ratify minute CC20-047 - Griffin/Buckle
RESOLVED to ratify minute CC20-053 - Griffin/Staeben
RESOLVED to ratify minute CC20-075 - Griffin/Carey
RESOLVED to ratify minute CC20-077A - Griffin/Carey
RESOLVED to ratify minute CC20-078 - Griffin/Buckle
RESOLVED to ratify minute CC20-080 - Griffin/Staeben

COW21-04 Business Arising From Minutes

No business arising from the minutes.

COW21-05 PET Scanner Letter

Mayor Parsons presented a letter that sent to the Premier of Newfoundland and Labrador on behalf of the City regarding the need for a PET Scanner for the new acute care hospital.

COW21-06 Fireworks within City Limits

Councillor Carey reported that there have been requests to ban fireworks from being discharged in the City. The discharge of fireworks is regulated by a Fire Prevention Bylaw and a Noise Bylaws and for the most parts municipal enforcement staff use discretionary enforcement on enforcement of the regulations based on individual circumstances.

The Protective Services Division is reviewing this matter and a recommendation will be coming forward to Council for consideration.

COW21-07 Emergency Management Plan- Amendments

Councillor J. Carey reported a review is being conducted of the City Emergency Management Plan. Proposed revisions to the plan will be coming to Council for review once approved by the provincial Emergency Services Director.

COW21-08 Protective Services Statistics for December 2020

Councillor J. Carey presented the monthly activities report for the Protective Services Division for the month of December as follows:

- The Municipal Enforcement Officer's (MEO's) received 65 calls for services under by-law enforcements, taxi regulations, animal control and 152 parking related violations;
- The Corner Brook Fire Department received 34 calls for service;
- The Fire Prevention Inspector conducted 13 inspections; and
- Corner Brook PSAP received 4658 calls.

COW21-09 Automatic Vehicle Location (AVL) System

Councillor V. Granter presented an information report on the Automatic Vehicle Location (AVL) System. The AVL system records a variety of vehicle parameters and the data is then transferred to a software suite. This software allows for managements of fleet trips, locations, driving anomalies and exceptions, vehicle costs and preventative maintenance. The City currently has 85 AVL's installed in City vehicles, including snow clearing equipment and fire trucks with operating costs of \$34/month per vehicle for a 5 year lease. The AVL system is the basis of the City's "Where is my snow plow" application, is used for claim verification, used on all fire trucks in conjunction with FDM software and was recently installed on transit buses to obtain data.

COW21-010 Development and Planning Committee Update

Councillor L. Chaisson presented an update on the status of the following projects from the Development and Planning Division:

- **Municipal Plan (IMSP) and Development Regulations** – the RFP was released on December 10, 2020 and closes on January 29th, 2021;
- **CB Acute Care Hospital** – Project is well underway with completion date currently set for the end of 2023 and multiple permits have been;
- **Grenfell Drive Medical Center (Dr. Justin French)** – project is progressing on schedule and interior work has commenced, permit has been issued for interior fit-up of the first floor (Vogue Optical) and occupancy has been issued for the third floor (Ophthalmologists Offices) and plan to move staff from their current office into the new building in January and the fourth floor Surgical Space is under construction;
- **Permit Program** – Staff are currently putting final touches on new permit program and is expected to be rolled out in early February. There were a total of 9 permits issued for December 2020 with an estimated cost of \$169,614,883.

COW21-011 Community Services Project Update

Councillor T. Buckle presented the following project updates on initiatives from Community Services:

- **Star** – Staff met with funding partners (Province and ACOA) in December in regards to the trail project and the intent is to make an application to ACOA this winter and if approve staff will develop an RFP for the upgrade of two multipurpose trails in the area, staff are working on a branding and marketing RFP to be released in coming weeks and staff are beginning to plan a tourism summit for local stakeholders and interested parties with more information to come;
- **Transit Study and System Design** – project is well underway and consultant is gathering data and conducting stakeholder engagement session, as well as a session with Council to receive Council's input. As of January 5th, 433 survey responses were received from the public. The consultant will review information and develop a recommendation which will be presented to the public at a virtual open house.

COW21-012 Corner Brook, Humber Valley and Bay of Islands Content Development Project - DMO Go Western NL

On motion by Councillor T. Buckle, seconded by Councillor V. Granter, it is **RESOLVED** to 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. **MOTION CARRIED.**

COW21-013 Council Travel Report 2020

Councillor B. Staeben presented the Council Travel Report for January to December 2020. He commented due to the pandemic there was no expenditures for Council travel in 2020.

COW21-014 Accounts Receivable Update

Councillor B. Staeben presented the following update on taxes receivables as follows:

- In December 2020, there were 1062 accounts owing a total of \$2,772,282 – 183 of which are business accounts totalling \$449,586 and 415 are accounts from the previous year totalling \$1,980,598

Staff are working to collect outstanding accounts and are encouraging residents and businesses with outstanding taxes to make arrangements to pay the account in full or set a payment plan

COW21-015 Tax Bills 2021

Councillor B. Staeben advised that tax bills will be distributed within the first two weeks of January. There are expected to be over 7,800 property tax bills issues 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%. The due date for property taxes is the end of February and the due date for business taxes is the end of March.

COW21-016 Civic Centre and Recreation Activity Updates

Councillor T. Buckle reported on the following activities taking place at the Civic Centre:

- General skating was reintroduced in November and additional time slots will be added as of January 13th with the number of participants still limited to 50;
- Open Hockey will have a slot in the Kinsmen Arena from 12:00-1:30 pm on Mondays and Wednesdays starting on January 19th;
- Active Tots will be starting up again on Tuesday, January 12th;
- Older Adult Fitness with Nora Lundrigan will take place on Monday and Wednesdays 10:30-11:30;
- Lunchtime Adult Sports Drop In will begin on January 18th and will run Monday, Wednesday and Friday from 12:00-2:00 p.m.;
- Lunchtime Student Drop In will begin on January 19th for High School and Post-Secondary students on Tuesdays and Thursdays from 12:00-1:00p.m.;
- Friday Night Youth Drop In will begin on January 22nd for those 12-18 years of age and will run from 7:30-9:00 p.m.

COW21-017 Capital Projects Committee Update

Deputy Mayor B. Griffin presented an update from the Capital Project Committee on the following projects:

- **Corner Brook Regional Recreation Centre** – the request for qualifications (RFQ) closed on December 23rd, 2020 and five proponents responded. The Procurement Committee and the Owner's Advisor are in the process of evaluating submission and will select the highest scoring proponents to move on the invited request for proposal (RFP) stage. Staff are also reviewing the RFP draft document for the Design-Build teams that will be finalized this week and the project is currently on schedule with 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 and are waiting on a response. There has been no official word on Multi Year Capital (MYC) Project funding from the province.

COW21-018 Multi Year Capital Works Program (MYCW 2017-2020) Amendment No. 2

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to 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. **MOTION CARRIED.**

COW21-019 Corner Brook Storm Sewer Assessment

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to 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. **MOTION CARRIED.**

COW21-020 Council Meeting Schedule 2021

The Mayor presented the propose Council meeting schedule for January - April 2021 as follows:

- 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.

COW21-021 Council Code of Conduct

Deputy Mayor B. Griffin presented an information report regarding Code of Conduct for Mayor & Council to be reviewed. The City Manager is reviewing various best practices for Code of Conduct for Mayor and Council that will establish guidelines and interpersonal conduct of members with plans to develop a Code of Conduct for Mayor and Council for Council review and approval.

ADJOURNMENT

The meeting was adjourned at 8:19 p.m.

City Clerk

Mayor



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709-763-5125

www.lymphnl.com www.facebook.com/lymphnl

email: lymphedemanl@gmail.com

Proclamation

World Lymphedema Day

March 6, 2021

Whereas, lymphedema is a chronic and debilitating disease, characterized by an accumulation of lymphatic fluid that causes swelling of the arms, legs or other areas of the body;

Whereas, patients with lymphedema may struggle with pain and swelling and may experience financial and psychological strains due to the difficulties of managing their disease;

Whereas, while there are cases of primary lymphedema that are inherited, most cases are secondary that developed as a result of trauma, infection, surgery, radiation therapy or removal of lymph nodes;

Whereas, the removal of lymph nodes and radiation therapy are typical in cancer treatment, leaving some cancer survivors predisposed to lymphedema;

Whereas, research about lymphedema has continued to grow, ensuring the best practices are available for patient care;

Whereas, lymphedema affects many people in the Province of Newfoundland and Labrador;

Whereas, the Lymphedema Association of Newfoundland and Labrador is a registered charity, dedicated to ensuring all lymphedema patients have access to information, support and treatment;

Whereas, March 6 of each year is internationally recognized as *World Lymphedema Day* to raise awareness about this disease and the treatment options available;

Therefore, I, _____ of the _____, do hereby proclaim March 6, 2021 be observed as *World Lymphedema Day* in _____.



Heritage NL
www.heritagenl.ca

Heritage Day/Week Proclamation 2021

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

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

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

WHEREAS, in 2021 the residents of Newfoundland and Labrador will celebrate our rich and diverse heritage.

THEREFORE, I, Jim Parsons on behalf of the City of Corner Brook do hereby proclaim **Monday, February 15, 2021 as Heritage Day and February 15-21, 2021 as Heritage Week**, and call upon all citizens to celebrate the richness of our past and the promise of our future.

Mayor



	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Protective Services Statistics for month of January 2021	
Report Information	
Department: Protective Services	Report No:
Presented By: Todd Flynn, Director	Attachments:
	CoW Meeting Date: March 01, 2021

Topic: Protective Service report for month of January 2021.

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:**
 - 3 - Untidy property;
 - 5 - Uncovered garbage; 3 Without Covering / 2 With Covering;
 - 6 – Rodent
 - Various other routine complaints.
- **Taxi Regulation:**
 - 1 - Taxi Driver Permits ;
 - 2 - Taxi Vehicle Permits.
- **Animal Control:**

23 Calls for Service were received that included:

 - 15 - Roaming Animals;
 - 8 - Injured/Dead Animals;
 - 3 - Violations issued.
- **Parking Enforcement:**

205 Parking related violations were issued that included:

 - 152 - Expired Meters;



City of Corner Brook Information Report (IR)

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

2. The Corner Brook Fire Department received 20 calls for service that included:


- 2 – residential structural fire; (electrical heater shorted out / basement Fire)
- 1 – chimney fire;
- 1 odour ; (forklift leaking propane)
- 5 - commercial fire alarms;
- 1 – residential smoke alarms;
- 7 – traffic collisions (6 of which incurred injuries);
- 1 – brush fires; (Grenfell Drive, workers clearing and burning brush)
- 1 - non-emergency (ambulance medical lift assists).

The Fire Prevention Inspector conducted: (information unavailable for January)

- 0 – commercial re-inspections;
- 0– new commercial inspections;
- 0 - occupant capacity inspection;
- 0 – home oxygen inspections;

3. The total volume of calls received by the Corner Brook PSAP for January was 4364. The calls are broken out as follows:

- Police – 758
- Ambulance – 1276
- Fire – 125
- Any Other (please specify)

	<p align="center">City of Corner Brook Information Report (IR)</p>
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- Airport Authority – 2
- Crisis – 5
- Northern 911 – 2
- RoCP - 5
- Non-Transferred – 2193


Governance Implications: N/A

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Todd Flynn
Director: Todd Flynn
City Manager: Rodney Cumby
Date: February 23, 2021

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: ATV Survey Update	
Report Information	
Department: Protective Services	Report No:
Presented By: Todd Flynn, Director	Attachments:
	Meeting Date: 1 March, 2021

Topic: ATV Survey Update

Background: In January of 2021, the City of Corner Brook launched a survey to examine the impact of its ATV Road-Access program for residents and businesses. The purpose of the survey was to measure positive and negative impacts of the program, which can further define its direction for 2021. The survey also targeted visitors to gauge their reactions to being allowed to operate on some City streets.

Survey Results: This survey was hosted on the City of Corner Brook website and was promoted multiple times during the month online. It was covered by multiple local media outlets. The survey had 474 total responses as of Tuesday, February 23 2021. A breakdown of the **474** respondents is as follows:

- **398 (84%)** are residents;
- **387 (81.6%)** are ATV users, leaving **76 (18.4%)** as non-users;
- **75 (15.8%)** who classified themselves as visitors, **19** are from outside the province; and
- **34 (7.1%)** of the respondents are business owners.

Survey Findings: Overall, the survey data has revealed mostly positive but some negative themes as follows:

Positive:

- Many felt access should increase to more roads and areas;
- Many highlighted the impact on local businesses, saying the ability to shop at local service stations and grocery stores, as well as stay at local hotels, were a reason to come/ stay. This was echoed by business owners and visitors alike, with very little negative feedback;
- For residents, the ability to access trails without having to load their vehicles on a trailer was an improvement to their active lifestyles.



City of Corner Brook Information Report (IR)

Negative:

- Many felt that the program could use better enforcement measures in order to mitigate unlawful or nuisance riders;
- While a few ridiculed the program and said it should stop, most said they would support the program with improvements to regulation and enforcement;

Business Community Response

34 (7.1%) of the respondents are business owners and of these, **28 (82%)** were positive while **6 (18%)** have said the ATV program negatively affected their business.

There are a total of 27 text responses from business owners about the impacts on their business.

Positive

- Of the 27 text responses, 25 were positive and included but are not limited to:
 - *"I own an automotive repair shop on Maple Valley but was able to help ATV users with minor repairs so they could continue their journey. Small amount of revenue but this just started. More importantly opportunity to meet other people from other communities, cities or provinces."*
 - *"Easier trail access. Our ATV rental & tour guests can now leave from our front door - no trailering needed."*
 - *"Purchased gas, convince store items. Mill Road Circle K"*
 - *"Increased Sales"*
 - *"Brought more customers in during non-peak days and hours."*

Notably, increased access for repairs was addressed more than once. There were some who said it didn't impact them either way.

Negative

- There were also 2 negative text responses as follows:
 - *"Customers complained about atv's on the road , not following rules." ;*
 - *"Tourists and locals have said that they don't like the ATV activity around town and around my business. Most are appalled that Corner Brook is promoting this activity. It isn't progressive."*



City of Corner Brook Information Report (IR)

Resident's Response

398 (84%) respondents are residents.

- **317 (80%)** of the **398** resident responses were positive and include:
 - *"I can use it more. My 85 year old mother in law road for the first time last year because we could leave right from her house"*
 - *"Access to gas stations."*
 - *"Better access to Fuel, grocery stores, and dry goods used when traveling to my cabin, hunting and for recreation."*
 - *"The program is great for the city it brings people into city and in return brings business."*
 - *"I think it's wonderful. Was worried at first that there would be people taking advantage in a bad way, but was pleasantly surprised to see how smooth the integration was!"*
 - *"I work at a atv dealer we had a few traveling across the island that had troubles with there atv. made it much easier for those people"*
- **81 (20%)** of respondents said the program affected them negatively as follows:
 - **9** cited noise;
 - **19** identified speeding ATVs;
 - **17** said illegal use of dirt bikes; and
 - **36** selected "other". The "other" common themes included:
 - ATVs not following the rules of the road;
 - A lack of enforcement;
 - Noise outside of the designated times;
 - No signal light requirements on ATVs.
- **56 (11.8%)** respondents say they would support the ATV program with changes. Some ideas include requiring signal lights, passes, and more signage.

Response to Opening More Roads to ATV Access

422 of the **474** respondents replied to the opening of different parts of town, and of those the feedback was **overwhelmingly positive** for all city regions with each zone hovering around **90% approval**, except for townsite which hovered around **86% (363 out of 422 responses)**.



City of Corner Brook Information Report (IR)

Resident Permits and a Permitting Fee

396 (83.5%) respondents support a permitting fee for un-designated roads. Nearly half of them wanted this for **under \$25 (47.7%)**, and **38.4%** wanted it to be **between \$25-\$50**. One person also admitted that they didn't support permitting at all and would risk the fine for a 300m ride from their home to a designated route.

Further Observations

Some seemed to think we were trying to permit ALL access, and said doing so would decrease usage and encourage illegal use.

Visitors from outside the province say the access makes cross-island travel much easier. For example, this response: *"Forward thinking, allowing tourists like me access to your wonderful businesses. In the past there was a lot of anxiety trying to stay near Corner Brook and then doing the snowmobile trail bypass which was barely passable by atv, very muddy and time consuming. I have been crossing the island since 2015 and currently have reservations for Sept 2021 to stay in Corner Brook at the Greenwood thanks to your user friendly laws. Well done !"*

Some negative feedback talks about ATVs holding up wood trucks.

Overwhelmingly, people talk about enforcement. The Director and I will be connecting with the RNC to plan where we partner on an enforcement and awareness campaign.

Options: n/a at this point

Legal Review: n/a at this point

Governance Implications: n/a at this point

Budget/Financial Implications: n/a at this point

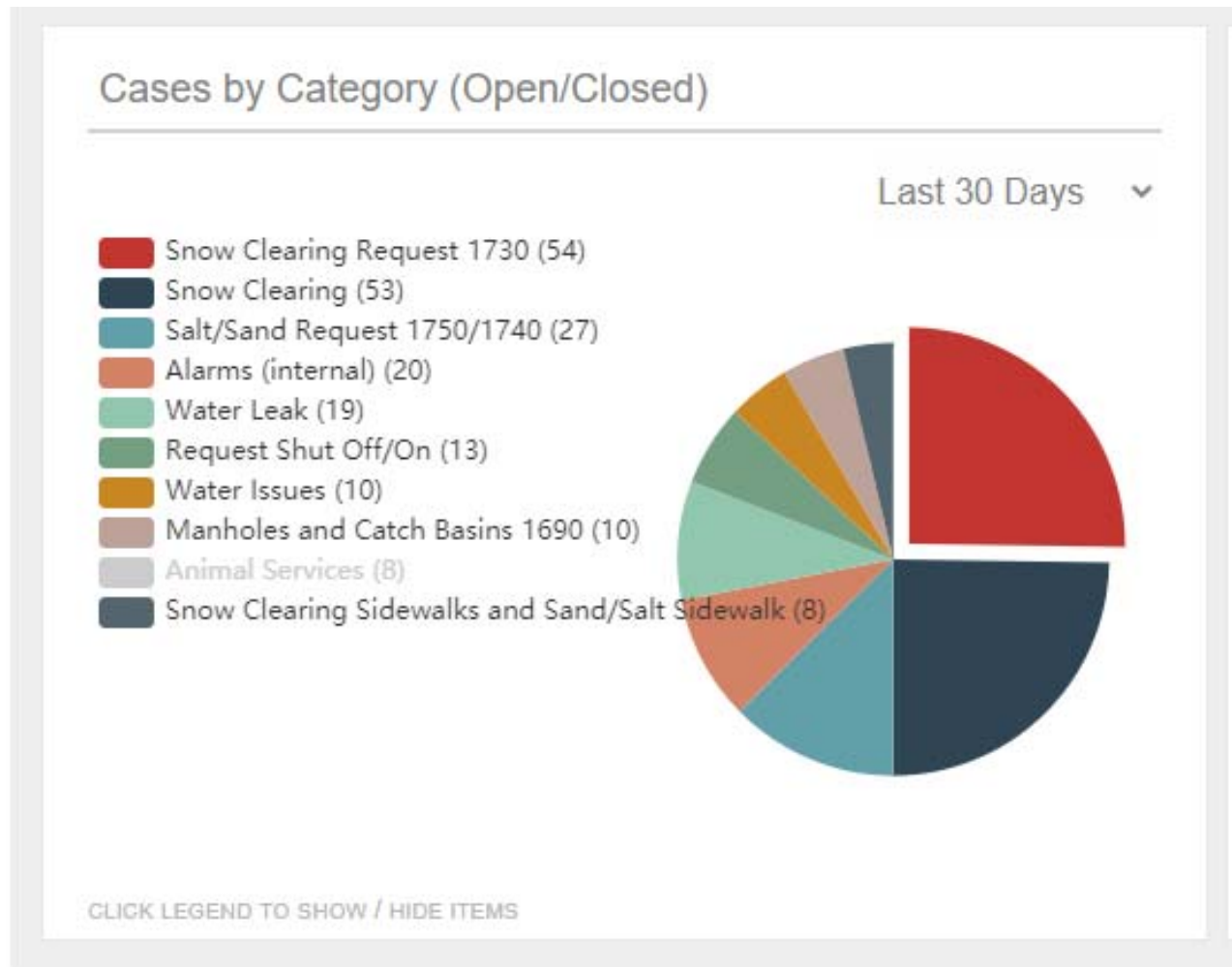
Environmental Implications: n/a at this point

Prepared by: Ryan Butt
Director: Todd Flynn
Date: February 26, 2021
City Manager: Rodney Cumby
Date:

Additional Comments by City Manager:

	<p>City of Corner Brook Information Report (IR)</p>
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Public Works, Water, and Wastewater Cases for February 2021



Public Works, Water, and Wastewater Snow Blower Update for 2021

City Snow Blowers

- Used when weather allows and are utilized for widening streets and intersections
- Typically start on main roads and school zones then move to side streets
- 3 heavy duty blowers that attach to snow clearing loaders. To date in 2021, we have only had to utilize 1 blower.

Following streets have been widened with our blower to date in 2021:

- Elizabeth Street
- Wheeler's Road
- Carter Ave
- Pratt Street
- Windsor Street
- Phillip Drive
- West Valley Road
- East Valley Road
- Brookfield Ave
- Country Road
- Poplar Road
- Happy Valley Road
- Owen Place

Next area we will be focusing on this week is the Glenhaven Drive area. More blowers will be utilized as weather and conditions permit.



Water and Wastewater Break Update for 2021

Civic #	Civic Road Name	Preliminary Location	Date Received	Date Repaired
24	Domans Lane	Main	20-Jan-21	20-Jan-21
79	Farmdale Road	Main	22-Jan-21	22-Jan-21
7	Westview Ave	Main	25-Jan-21	25-Jan-21
15	Woodbine Avenue	Main	28-Jan-21	28-Jan-21
109	Country Road	Feeder Main	06-Feb-21	06-Feb-21
415	Curling Street	Main	14-Feb-21	15-Feb-21
155	Petries Street	Main	17-Feb-21	12-Feb-21
145	Reid Street	Main	23-Feb-21	23-Feb-21
127	Georgetown Road	Main	24-Feb-21	24-Feb-21
43	Coronation Street	Service	25-Feb-21	25-Feb-21

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Development and Planning Committee Updates	
Report Information	
Department: CEDP	Report No: 2021-02
Presented By: Darren Charters	Attachments:
	Meeting Date: 2021-03-01

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 submission deadline was January 29th and three (3) submissions were received. Staff has evaluated the submissions according to the evaluation criteria set out on the Request for Proposal (RFP) document and recommended to Council that Upland Planning and Design be awarded the contract. This was approved by Council on February 15th. Staff had a startup meeting with the consultant last week to kick start the project. It is expected that the project will be complete by March, 2022.

CB Acute Care Hospital:

Project is well underway with a completion date currently set for the end of 2023. Most permits have been issued for the building.

Grenfell Drive Medical Center – Dr. Justin French:

Occupancy permit has been issued for all of the 3rd floor and for 40 % of 4th floor. Staff are currently reviewing applications now for Vogue and Sentrex Pharmacy on the 1st floor and it is expected those permits will be issued in coming days.

Shoppers Drug Mart Expansion – (Millbrook Mall)

A permit was issued and work was originally scheduled to start in February, however, it is unclear if Level-5 Covid-19 restrictions have impacted the start of work at the site.

Barry's Seafood Expansion – (Griffin Drive)

Permits have been issued for the replacement of three large buildings (approx. 31000 ft²). Work is continuing on this project.

New Garage/Bus Depot building for Provincial Government – (O'Connell Drive)

Permits have been issued and work is continuing. It is anticipated that the work will be complete in the next couple of months.

New Gospel Hall Church, (replacing existing building with new building) (Country Rd)

Plans have been reviewed and staff are anticipating a late spring/summer start date.



City of Corner Brook Information Report (IR)

N.A.P.E Building (Grenfell Drive – Same Site as French’s Medical Building)

Project is on-going and staff is expecting occupancy in the near future.

Great Canadian Dollar Store – (West Street)

Conversion of the former Shoppers Drug Mart into the Great Canadian Dollar store. Permits should be issued this week.

Taylor Smiles (Bill Taylor) – (O’Connell Drive)

All permits issued, still in construction phase. The project was shut down for a while however, construction has recently restarted.

West Coast Glass – (29 Lundrigan Drive)

New building for West Coast Glass. All permits issued and construction is ongoing.

Tech Construction – (36 Lundrigan Drive)

New small storage building and lot storage for Tech Construction. All permits issued and Construction is ongoing.

Walmart – (Murphy Square)

Drawings recently submitted to carry out commercial demo of the “Tire Lube Express” and completing some structural concrete work to make way for new fit-up in that area.

New Vet Clinic – (25 Poplar Road)


Currently constructing foundations and retaining wall. No other permits have been issued at this time.

Prepared by: D. Charters

Director: D. Charters

City Manager: Rodney Cumby

Date: 2020-02-25

	<p>City of Corner Brook Information Report (IR)</p>
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Additional Comments by City Manager:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Request to Purchase City Land adjacent to 5 Compagnons Lane	
Report Information	
Department: Land Management	Attachments: Draft Purchase & Sale Agreement, Survey, Drawing
Prepared By: Brandon Duffy	Council Meeting Date: March 1, 2020

Issue:

The owners of 5 Compagnons Lane have requested to purchase land from the City.

Background:

Land Management was approached by the owners of 5 Compagnons Lane and requested to purchase City land located adjacent to their current property. The land in question was conveyed to the City back in 1974 and is deemed unviable due to the land being unserviceable and it doesn't front a City street.

Currently the land is vacant with an approx. area of 458m² (4,928 ft²). The purpose will be to consolidate with their current piece and demolish the residence on 5 Compagnons Lane and build back new.

Recommendation:

Staff recommends Council approve the sale of City land to the owners of 5 Compagnons Lane for land adjacent to 5 Compagnons Lane.

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owners of 5 Compagnons Lane for City land adjacent to 5 Compagnons Lane.

Options:

1. Sell the Land
 - Advantage: Land will be maintained and future revenue from the sale and taxation
 - Disadvantage: City will lose control of the land
2. Don't sell the land
 - Advantage: City will maintain control of the land for other possible developments in the future
 - Disadvantage: Land will not be developed and loss of future revenue from the sale and taxation

Governance Implications:

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

Policy #: 07-08-05

Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$9,900.00.

Prepared by: Brandon Duffy
Director: Dale Park
City Manager: Rodney Cumby
Date:

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this _____ day of _____, 2021.

BETWEEN

CITY OF CORNER BROOK, a body corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as "the Sellers")

AND

Resident, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyer")

WHEREAS the Seller owns property located near Compagnon's Lane in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

AND WHEREAS the Seller desire to sell The Property and the Buyer wishes to purchase the property;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency of is hereby acknowledged by both parties hereto) now paid by each party to the other, the parties hereby agree as follows:

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located on Charles Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Nine Thousand Nine Hundred Dollars (\$9,900.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of One Thousand dollars (\$1,000.00) payable to the Sellers as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on Closing.

CLOSING

3. This agreement shall be completed on or before the 23rd day of April, 2021 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

4. The Sellers are to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 30 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Sellers, which the Sellers are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Sellers.

CONVEYANCE

5. The conveyance of The Property which is the subject of this agreement shall be by warranty deed, drawn

at the expense of the Sellers, to be delivered on payment of the Purchase Price to the Buyer's lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyer agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyer does not retain a lawyer to represent the Buyer on this purchase the Buyer agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyer to the Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Sellers having received the Registered Deed from the Registry of Deeds.

ADJUSTMENTS AND HST

6.
 - a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Sellers do not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1st of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Sellers on or before the closing date unless otherwise stated.
 - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 5 Compagnons Lane property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

8. The Sellers shall only supply the Buyer with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Buyer.

EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

TENDER

10. Any tender of documents to be delivered or money payable hereunder may be made upon the Sellers or the Buyer or any party acting on their behalf. Money paid, shall be lawful money of Canada and paid by solicitors trust cheque, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

11. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon

and the Buyer agree to indemnify and hold the Sellers harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Sellers or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from the Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

- a) The Buyer acknowledges and agrees that the Property is being sold and The Buyer are purchasing The Property on an "as is" basis, and The Sellers shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
- b) The Buyer acknowledges and agrees that the Sellers make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development.

SURVIVE CLOSING

12.

- a) The termination of this Agreement shall not affect the liability of either party to this Agreement to the other with respect to any obligation under this indenture which has accrued but not been properly satisfied or discharged. The Buyer acknowledge and agree that the provisions in this agreement for indemnifying and saving harmless the Sellers from liability shall survive the Closing or other termination of this agreement.
- b) All warranties, representations, indemnities, and "save harmless" provisions contained in this agreement shall survive closing unless otherwise stated in this agreement.

OVERDUE PAYMENTS

13. In the event that the Buyer does not pay any amounts owing to the Sellers under the provisions of this Agreement within thirty (30) days of the Sellers having provided notice to the Buyer that the amount is due and owing, including but not limited to any amounts due and owing under any indemnity and save harmless provisions of this agreement, the Sellers may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Sellers incur, including but not limited to the cost of the Sellers' legal representation on a solicitor-client basis and compound interest on any amounts due and owing at a rate of 5% per annum commencing on the date the Sellers first provide notice to the Buyer in accordance with this provision.

BINDING

14. This agreement shall enure to the benefit of and be binding upon the parties hereto, its heirs, executors, administrators, successors and assigns.

NON-WAIVER

15. No condonation, excusing or overlooking by the Sellers of any default, breach or non-observance of any of the Buyer's obligations under this Agreement at any time shall affect the Sellers' remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.

CUMULATIVE RIGHTS

16. All rights and remedies of the parties under this Agreement shall be cumulative and not alternative.

NO COLLATERAL AGREEMENTS

17. There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.

PAYMENTS

18. All Payments under this Agreement to be made to the Sellers shall be to the attention of the City Solicitor:

City Hall
5 Park St, Suite 3130
P.O. Box 1080
Corner Brook, NL
A2H 6E1

SEVERABILITY

19. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

JURISDICTION

20. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook.

NOTICE

21. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:

- a) In the case of notice to the Sellers to:

City Solicitor
City of Corner Brook
5 Park St., Suite 3130
P.O. Box 1080
Corner Brook NL
A2H 6E1

- b) In the case of notice to the Buyer to:

Resident
4 Killick Place
Corner Brook NL
A2H 3G2

- c) Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5th) business day, excluding Saturdays, next following the date of mailing.

DOCUMENTS

22. The Buyer will, at any time, and from time to time execute and deliver to the other any document or documents that the other reasonably requires to give effect to the terms of this Agreement

GENDER/NUMBERS

23. This agreement is to be read with all changes of gender or number required of the context.

HEADINGS

24. The headings contained in this Agreement are for convenience only and do not affect the meaning of any of the provisions of this Agreement.

DATED AT _____ this ____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

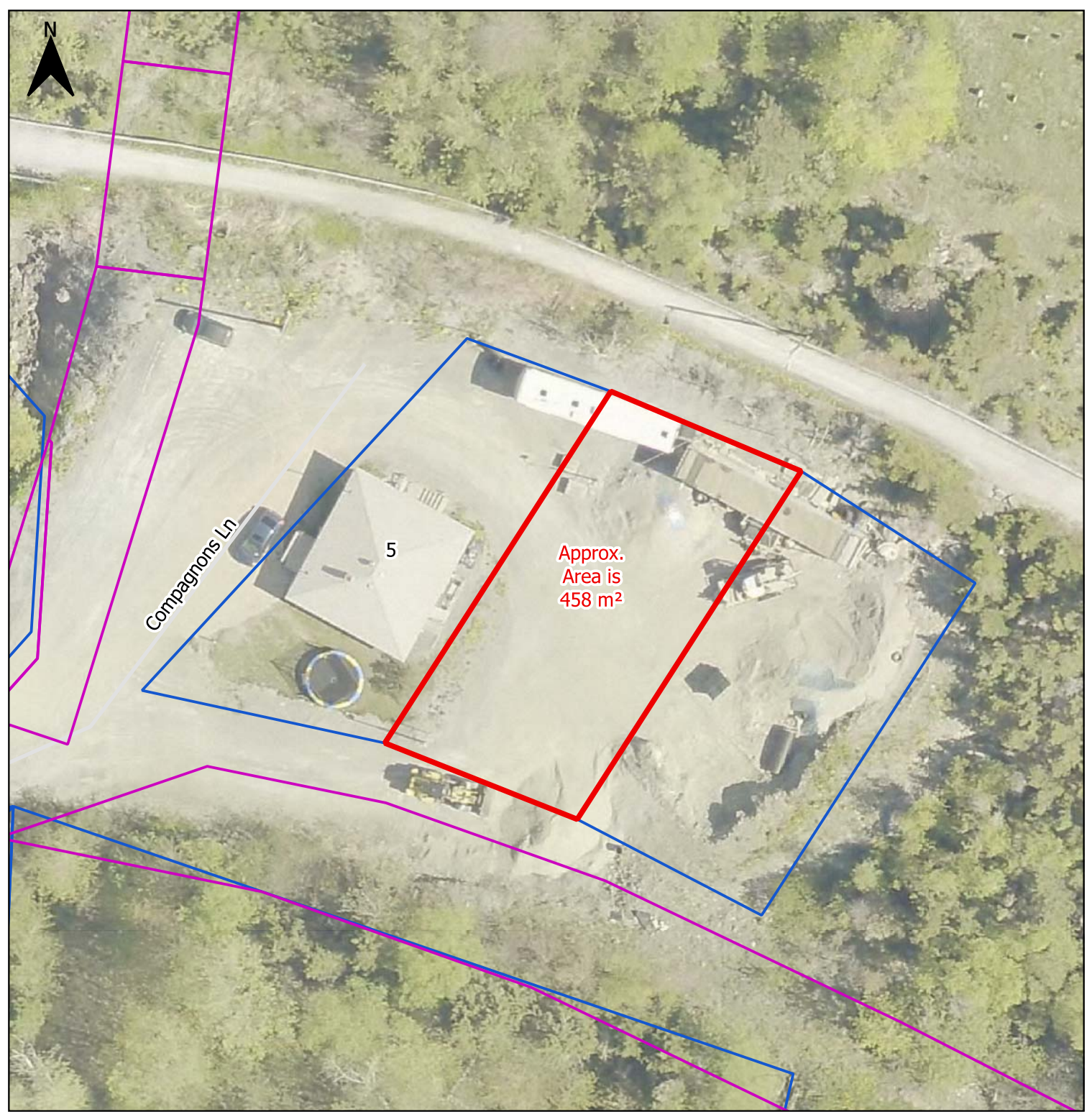
DATED AT _____ this ____ day of _____, 2021.


SIGNED, SEALED & DELIVERED
in the presence of:

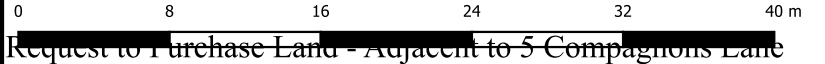
IN WITNESS WHEREOF I have
hereunto set my hand and seal


Witness

Resident



LEGEND	NOTES
Location of Land 	1. Unless otherwise noted, all dimensions are in metres. 2. This map is a working copy and is not to be used as an official document. It is available for references purposes only and not to be reproduced without written approval from the City of Corner Brook. 3. 7.5 cm orthoimagery acquired in 2019. 4. Size and shape of parcel is approximate as no survey is available





Location of Land
Adjacent to 5 Compagnons Lane

DRAWN BY:	DATE: 02-17-2021	SCALE: 1:400	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
near Curling Street, Corner Brook**

All that piece or parcel of land lying northeast of a Road Reserve and southwest of the Government of Newfoundland and Labrador T' Railway, in the City of Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a point on the northeast limit of the aforesaid Road Reserve, the said point being the southerly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,424,505.002 and East 342,139.158;

RUNNING THENCE from the above described point of beginning by land of the Diocesan Synod of Newfoundland, north thirty two degrees forty seven minutes twenty six seconds east (N 32° 47' 26" E) thirty decimal one eight zero (30.180) metres;

THENCE RUNNING by the southwest limit of the Government of Newfoundland and Labrador T' Railway, north sixty six degrees two minutes twenty four seconds west (N 66° 02' 24" W) fifteen decimal two four zero (15.240) metres;

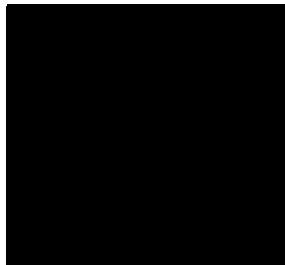
THENCE RUNNING by land of [REDACTED], south thirty two degrees thirty five minutes twenty four seconds west (S 32° 35' 24" W) thirty decimal seven nine one (30.791) metres;

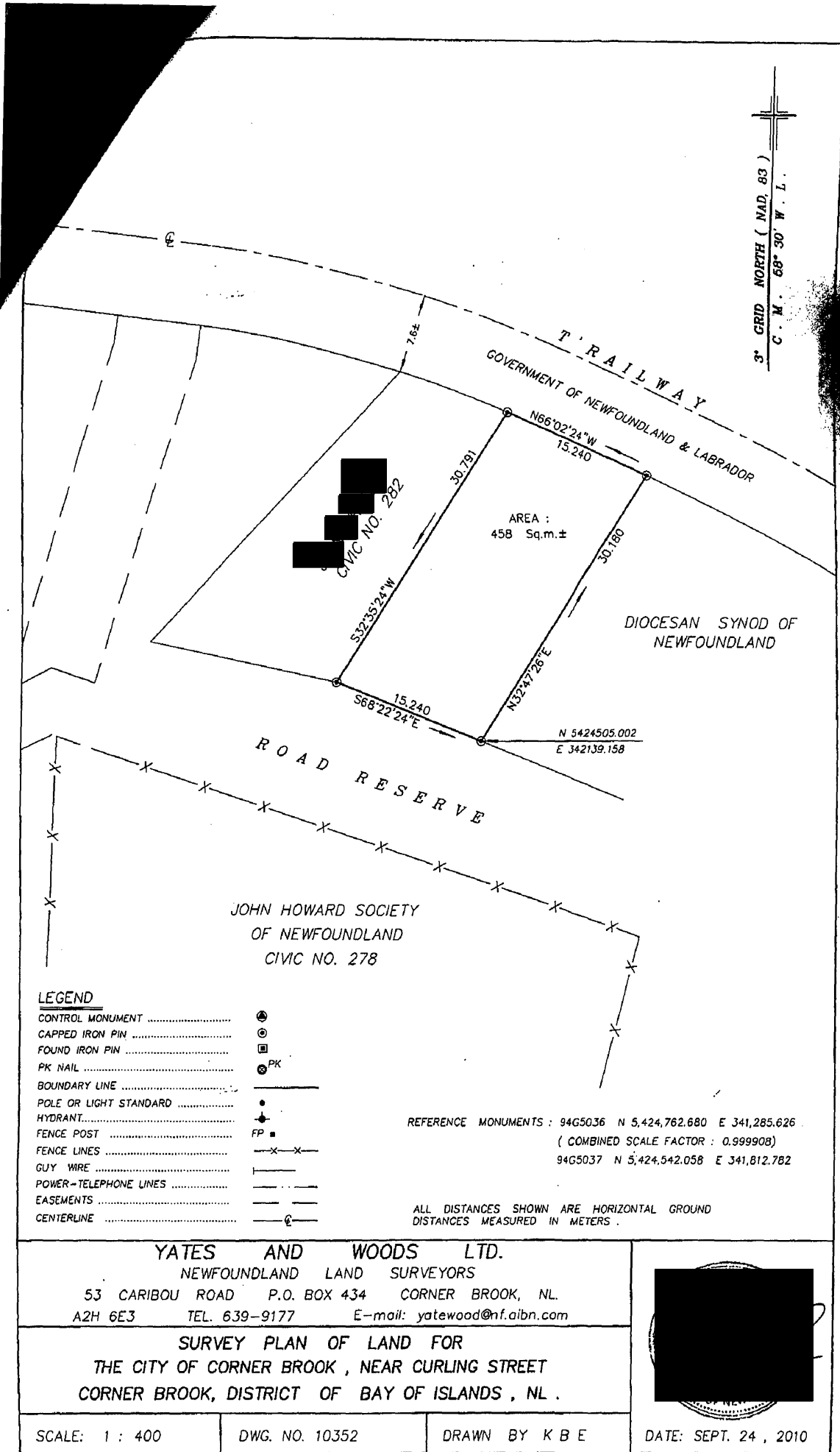
THENCE RUNNING by the northeast limit of the aforementioned Road Reserve, south sixty eight degrees twenty two minutes twenty four seconds east (S 68° 22' 24" E) fifteen decimal two four zero (15.240) metres, more or less, to the point of beginning;


Containing an area of four hundred fifty eight (458) square metres, more or less, and being more particularly shown on Yates and Woods Limited drawing no. 10352, dated September 24, 2010;

All bearings refer to 3° Grid North (NAD 1983) as referred to the Transverse Mercator Projection for Newfoundland with the Central Meridian at 58° 30' west longitude;

Yates and Woods Limited





	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Capital Project Committee Updates	
Report Information	
Department: CEDP	Report No: 2021-02
Presented By: Darren Charters	Attachments:
	Meeting Date: 2021-03-01

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

Corner Brook Regional Recreation Centre- The five (5) Request for Qualifications (RFQ) submissions have been reviewed and evaluated against the criteria as set out in the RFQ by the project Procurement Committee. As a result, the top three (3) Design-Build teams have been selected.

The Procurement Committee has now received the draft Request for Proposals (RFP) document from the Owner's Advisor (SNC Lavalin) and final review will take place this week. Once complete, the RFP will be released to the top three (3) Design-Build Teams.

It is anticipated that the project will be delayed, however, it is not expected to be a significant delay.

Future Capital Projects

As of yet, there has not been any capital funding announcements from the Province.

Engineering Studies

- **Steady Brook Water Study.** At the request of the Town, an application has been submitted for funding to complete this study to determine the best alternative to supply Steady Brook with water from Corner Brook.
- **Mt. Bernard Sanitary Sewer Study.** A sanitary sewer study is being undertaken to determine what system upgrades are required to accommodate the new hospital. It is expected that the study will be completed by mid-May, 2021.

Prepared by: D. Charters
Director: D. Charters
City Manager: Rodney Cumby
Date: 2021-02-25

	City of Corner Brook Information Report (IR)
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Additional Comments by City Manager:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: PCA for the City of Corner Brook Transit Study and System Design Project	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: PCA
Prepared By: Darren Charters	Council Meeting Date: March 1, 2021

Issue: A Prime Consultant Agreement (PCA) is required to be approved by Council.

Background: Although the project is well underway and nearly complete, there have been several issues with the PCA that is required by the Province in order to access the funds under the Multi Year Capital (MYC) program. The main issue being, the standard PCA is for engineering and construction management services for capital projects, not studies performed by consultants. After several discussions with the consultant and the Province, the consultant has agreed to the attached PCA.

Recommendation: Staff recommend that Council approve the attached PCA for the Transit Study and System Design project in the amount of \$40,215.00 (HST included)

Be it resolved that the Council of the City of Corner Brook approve the Prime Consultant Agreement (PCA) for consulting services contract for the Transit Study and System Design project by Dillon Consulting Ltd. for the estimated cost of \$40,215.00 (HST included).

Options:

1. That the Council of the City of Corner Brook approve the Prime Consultant Agreement (PCA) for consulting services contract for the Transit Study and System Design project by Dillon Consulting Ltd. for the estimated cost of \$40,215.00 (HST included).
2. That the Council of the City of Corner Brook not approve the Prime Consultant Agreement (PCA) for consulting services contract for the Transit Study and System Design project by Dillon Consulting Ltd. for the estimated cost of \$40,215.00 (HST included).
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: N/A

Budget/Financial Implications: MYC Approved Project Funding

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Darren Charters
Director: Darren Charters
City Manager: Rodney Cumby
Date: February 23, 2020

Additional Comments by City Manager:

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

**City of Corner Brook
Corner Brook Transit Study and System Design**

Consultant:	Dillon Consulting Limited
TI Project No.:	17-MYCW-21-00104
Funding Program:	MYCW 2017

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AGREEMENT

THIS AGREEMENT made at **City of Corner Brook**
in the Province of Newfoundland and Labrador, on this _____ day of _____,
20____.

BETWEEN:

City of Corner Brook
(“The Client”)

AND:

Dillon Consulting Limited
(“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: November 3, 2020

Completion Date: Fourteen (14) Months after Issuance of Certificate of Substantial Performance.

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

Dillon Consulting Limited

Signing Officer

Witness or Signing Officer

Date

Date

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

INDEX

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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

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 study is to conduct a Transit Study and System Design for the City of Corner Brook. This will be completed by answering the four focus questions:

1. What are the needs for transit in Corner Brook for both the residents and business?
 2. What are the expected levels of service/investment for a community like Corner Brook?
 3. What are the various service models to deploy to deliver that service?
 4. How can transit become more cost effective while enhancing the level of service?
- The work plan is structured on the four phases identified in the RFP. The first phase consists of a review of existing services to assess the effectiveness of existing operations. Phase 2 will review best practices for On Demand transit services. Phase 3 identifies key engagement tasks that will request input and feedback from the public. Phase 4 will bring everything together with the development of a five and ten year plan.

Scope of Work: The Scope of Work for this project is found:
 In the attached Consultant Proposal to the City of Corner Brook dated October 7, 2020

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

- In the attached Consultant proposal to the City of Corner Brook dated October 7, 2020.

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

	<u>BASIC SERVICES</u>		
	Preliminary Engineering		\$ Enter Value.
	Design Development		\$ Enter Value.
	Contract Documents		\$ Enter Value.
	Tendering and Contracts Award		\$ Enter Value.
	Contract Administration		\$ Enter Value.
	Project Completion Phase and Project Record Drawings		\$ Enter Value.
			\$ Enter Value.
	<u>Other:</u>		\$ Enter Value.
	Resident Services during Construction		\$ Enter Value.
	Commissioning		\$ Enter Value.
	Prime Consultant Project Expenses for Above Services		\$ Enter Value.
	Consulting Services		\$ 34,970.00
			\$ Enter Value.
			\$ Enter Value.
A	SUB-TOTAL SERVICE FEES		\$ Enter Value.
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$ Enter Value
	Travel*		\$ Enter Value
	Accommodation*		\$ Enter Value
	Permits (enter list of permits.)		\$ Enter Value
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$ Enter Value.
C	TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	From Schedule III	\$ Enter Value.
D	TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ 34,970.00
E	TOTAL HST	15% D	\$ 5,245.50
F	TOTAL SERVICE FEE (Including HST)	D+E	\$ 40,215.50

* 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.**

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

SCHEDULE IV
PROJECT SCHEDULE

Task / Milestone	Schedule
Start-up Meeting	November 2020
Virtual Open House	March 2021 #
Draft Report	March 2021
Final Report	April 2021

NOTE: The Owner has received cost shared funding for this project, and is subject to the following timelines for project execution:

- All Contracts to be awarded – *Select Date* (per funding letter)
- Project Completion and Final Invoice submission to TI – *Select Date* (per funding letter)

Prime Consultants must be aware of these dates, as slippage in the project delivery timelines can have serious implications on cost shared funding.

SCHEDULE V
OTHER GENERAL REQUIREMENTS

The following items form an integral part of this contract:

- Professional and Commercial Liability Insurance Certificates
- *Select Procurement Scope of Work or Terms of Reference - Enter title of Project*
- *Enter Name of the Consultant - Select Procurement Scope of Work or Terms of Reference*

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.

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
P.O. Box 1080, 5 Park Street
Corner Brook, NL 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:

Darren Charters, P. Eng. – Director of CEDP
City of Corner Brook
5 Park Street, P.O. Box 1080
Corner Brook, NL A2H 6E1

Phone: (709) 637 - 1541
 Fax: (709) ### - ####
 Email: dcharters@cornerbrook.com

For the Prime Consultant:

Dennis Kar, Partner
Dillon Consulting Limited
235 Yorkland Blvd, Suite 800
Toronto, ON M2J 4Y8

Phone: (416) 229 - 4647
 Fax: (416) 229 - 4692
 Email: DKar@dillon.ca

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.ni.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Approval and execution of agreement – 2017-2020 Multi Year Capital Works Program – 3 Year Allocation	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Letter from Department of Municipal Affairs and Environment; Municipal Infrastructure Agreement 2017-2020 Schedule A Amendment
Prepared By: James Warford	Council Meeting Date: March 1, 2021

Issue: The City and the Department of Municipal Affairs have agreed to amend the current funding agreement for the 2017-2020 Multi-Year Capital to reflect the revised amounts for the listed projects.

Background: In 2017 the City and the Department of Municipal Affairs agreed upon projects and expected costs to be included in the 2017-2020 MYC funding agreement. Since that time many of the projects have been completed and the actual costs in some cases are different than the amounts originally anticipated. In order to fully utilize the funding and to receive maximum funding on the MYC projects, a reallocation of the funds by project is required. As a result of this reallocation there is no change in the total amount of funding from Municipal Affairs, the amount of funding required from the City, or the projects to be funded. The only change is the amount of funding allocated to the specified projects.

Recommendation: Staff recommends Council approve the ratification and signing of the Municipal Infrastructure Agreement 2017-2020 Schedule A Amendment.

Be it resolved that the Council of the City of Corner Brook accept the cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated February 23, 2021 to complete projects under the 2017-2020 Municipal Infrastructure Agreement Amendment. The Corner Brook City Council authorizes the Mayor and City Manager to sign the 2017-2020 Municipal Infrastructure Agreement Amendment with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook.

Options:

1. That the Council of the City of Corner Brook execute the attached agreement.
2. That the Council of the City of Corner Brook not execute the attached agreement.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review: NA

Governance Implications: Council approval for the execution of this agreement is required.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: The funding for the City's portion of the 2017-2020 has already been anticipated in the City's budgetary plan.

Environmental Implications: NA

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: February 23, 2021

Additional Comments by City Manager:



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

February 23, 2021

EML/2021/00606-01

NOTIFICATION OF APPROVAL
Multi-Year Capital Works – 3 Year Allocation
2017 – 2020 Schedule A Amendment

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

Dear Mayor Parsons:

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

Projects will be funded at a cost sharing ratio as outlined on the department's website for eligible costs net of HST/GST rebates. All projects are required to be completed with final claims for reimbursement by March 31, 2024.

NEXT STEPS

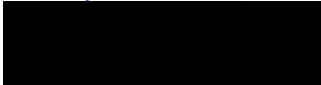
Please submit the following to Melissamadden@gov.nl.ca with the project number referenced in the subject line:

1. Return the signed Municipal Infrastructure Agreement(s) (attached) within 60 days of the date of this letter. A copy will be returned for your records once signed by the department.
2. Return a resolution (e.g. Minute of Council) in support to enter into this Agreement (sample attached)



Any question regarding the above should be directed to Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491 .

Sincerely,



Kim Kieley, P. Eng, FEC
Director – Municipal Infrastructure
“Accidents hurt, Safety doesn’t”

/jl

Enc.

cc: Ms. H. Scott-Walsh, Regional Manager
Mr. C. Power, P. Eng., Regional Engineer
Ms. C. Johnson, Manager, Fed/Prov Programs

**City of Corner Brook
2017-2020 Multi Year**

Schedule A Revised February 2021

Project	Project #	As Per Schedule A October 2020	As Per Schedule February 2021	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
Clear Head Road Section Rebuild	17-MYCW-18-00015	150,000	150,000	13,975	136,025	95,218	40,808
Connell 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
Millard's Road Waterline Looping / Quality Improvements	17-MYCW-18-00025	509,955	509,955	47,510	462,445	323,712	138,734
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	600,660	600,660	55,960	544,700	381,290	163,410
East Valley / Central Street Storm Sewer Replacement	17-MYCW-18-00018	418,856	418,856	39,023	379,833	265,883	113,950
Bayview Heights Substandard Waterline Replacement	17-MYCW-18-00026	207,905	207,905	19,370	188,535	131,975	56,561
Transit Study and System Design	17-MYCW-21-00104	100,000	100,000	9,317	90,683	45,342	45,342
Mount Bernard Avenue Sewer Capacity and Upgrades	17-MYCW-21-00103	100,000	100,000	9,317	90,683	63,478	27,205
Regional Aquatic Centre Feasibility Study	17-MYCW-18-00017	155,200	153,472	14,298	139,174	97,422	41,752
St Mary's Brook / Curling Street, Concrete Culvert Replacement	17-MYCW-18-00019	170,000	165,225	15,394	149,831	104,882	44,949
Elizabeth Street Water Quality Improvements	17-MYCW-18-00023	446,600	438,442	40,848	397,594	278,316	119,278
East Valley Road Waterline Looping & Replacement	17-MYCW-18-00027	750,000	741,003	69,035	671,968	470,378	201,590
Gale/Cochrane Streets Substandard Waterline Replacement	17-MYCW-18-00024	545,000	626,959	58,411	568,548	397,984	170,564
UNALLOCATED (@ 70/30)		58,300	0	0	0	0	0
TOTAL		7,259,210	7,259,210	676,305	6,582,905	4,567,515	2,015,394

Municipal Infrastructure Funding Agreement

2017 – 2020 Multi-Year Capital Works Program

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 projects outlined in Schedule A Municipal Capital Works funding program hereinafter referred to as the “Project”, and have agreed to cost not in excess of **\$7,259,210**, including HST/GST, which amounts to **\$6,582,905** after applicable GST/HST rebate calculations;

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 \$4,567,515 as these costs are incurred and upon receipt of the required documentation.

2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To arrange financing of \$2,015,394 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 \$676,305 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 SCOPE

1. The project scope has been approved as described below:

As per enclosed Schedule. A

4. PROJECT DEADLINES

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

	Milestone	Deadline
1	Consultant Contract Awarded	Click or tap to enter a date – 12 months from notification of project approval issued by Minister.
2	Construction Contract Awarded	Click or tap to enter a date – 24 months from notification of project approval issued by Minister
3	Project Completion and final invoices submitted to Transportation and Infrastructure	Click or tap to enter a date – 48 months from notification of project approval issued by Minister

5. PROJECT CANCELLATION

5.1. BY THE ULTIMATE RECIPIENT

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

5.2. BY NEWFOUNDLAND AND LABRADOR

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

6. PROJECT AMENDMENTS

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

6.1. 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.

6.2. 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.

6.3. 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.

7. 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 10 (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.

8. AWARDING OF CONTRACTS

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

9. 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.

10. ENVIRONMENTAL ASSESSMENT

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

11. 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.

12. ACCESS

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

13. DISPUTE RESOLUTION

1. The Parties will keep each other informed of any issue that could be contentious.
2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.

3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

14. DEFAULT

14.1. EVENTS OF DEFAULT

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

14.2. DECLARATION OF DEFAULT

1. Newfoundland and Labrador may declare default if:
 - a) The Event of Default occurs;
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.

14.3. REMEDIES ON DEFAULT

1. In the event that Newfoundland and Labrador declares default under section 14.2 (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.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1. LIMITATION OF LIABILITY

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

15.2. INDEMNIFICATION

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

16. ASSETS

16.1. DISPOSAL OF ASSETS

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and

ownership of an Asset for the first five (5) years after substantial completion of the project.

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

17. AMENDMENTS TO AGREEMENT

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

18. CONFLICT OF INTEREST

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

19. NO AUTHORITY TO REPRESENT

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

20. 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.

21. SEVERABILITY

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

22. ASSIGNMENT

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

23. AMENDMENTS TO AGREEMENT

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

24. 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.

25. 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.

26. 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.

27. SUCCESSORS AND ASSIGNS

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

28. 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.

29. 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: _____



Municipal Infrastructure Agreement Checklist

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

Please ensure that all items noted below are returned:

- Municipal Infrastructure Agreement Checklist (this document - PDF) ☐
- Funding agreement (1 PDF) ☐
- Minute of Council/Committee accepting the funding (1 PDF) ☐

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

To be completed by Ultimate Recipient representative:

Signature Title Date

To be completed by Municipal Infrastructure representative

Signature Title Date



Sample Council/Committee/ICG Resolution

The sample motion below is intended to be used for illustrative purposes only and communities can edit or change as required.

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

_____ passed the following motion as it relates to

the Project number _____ Project name _____

Motion #: _____

Moved By: _____ Title: _____

Second By: _____ Title _____

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

Motion Adopted/Defeated

In Favour _____ .

In Opposed _____ .

Abstained or declared conflict of interest _____.

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

**DEPARTMENT OF TRANSPORTATION AND
INFRASTRUCTURE**

INFRASTRUCTURE PROJECT GUIDELINES

5th Edition

Effective April 2019

STATEMENT OF INTENT

1. It is essential for the Ultimate Recipient, their consultant and contractors to comply with the following Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.
2. The Department's infrastructure programs focus on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades or replacements; and make efficient use of infrastructure funding.
3. Funding will generally not be available for projects that are directly or indirectly intended to provide services to land for new developments (residential, commercial, industrial or municipal).

ADMINISTRATION

1. The Department's Project number shall be used on all correspondence, documents, status reports, etc., relating to this Project.
2. The primary point of contact is the Regional Office and specifically the Project Representative once identified.

TIMELINES

1. The Project delivery timelines are outlined in these Guideline for each stage of the capital works notification and implementation process. If the Ultimate Recipient expects to exceed any of these timelines, they must immediately submit a request to the Regional Office addressed to the Regional Engineer in writing, indicating the new anticipated dates as well as the cause of delay.
2. This request will be sent to the Director of Infrastructure for consideration. A decision will be communicated to the Ultimate Recipient in writing. The Director may provide an amended timeline based on the following considerations:
 - Scope and complexity of Project
 - Unanticipated environmental considerations
 - Extenuating circumstances that preclude the availability of key resources
3. Projects shall be cancelled if timelines are exceeded without approval by the Director.
4. Timelines



Transportation and Infrastructure Infrastructure Project Guidelines

	Milestone	Routine Projects	Complex Projects
1	Acknowledgement from Ultimate Recipient of Offer of funding	2 weeks from notification of Project approval issued by the Minister	2 weeks from notification of Project approval issued by the Minister
2	Funding Agreement signed and returned to TI Headquarters	60 Days from notification of Project approval issued by the Minister	60 Days from notification of Project approval issued by the Minister
3	All Contracts Awarded	24 Months from notification of Project approval issued by the Minister	36 Months from notification of Project approval issued by the Minister
4	Project Completion and final invoices submitted to TI	36 Months from notification of Project approval issued by the Minister	48 Months from notification of Project approval issued by the Minister

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

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

PROJECT KICK-OFF

1. The Ultimate Recipient shall not commence work until a Project initiation meeting has been held with the Regional Office of the Department. This meeting should be held within 30 days of signing the funding agreement. It is the responsibility of the Ultimate Recipient to make the arrangement for this meeting. Virtual meeting spaces are acceptable (skype, link, teleconference, etc.).
2. Agenda shall include but not limited to:
 - Funding agreement and guidelines, Department requirements
 - Project Scope
 - Specific Safety concerns
 - Time line
 - Procurement process, Public Procurement Act
 - The Department Guidelines
 - Federal funding terms and conditions (for federally funded projects)
 - Eligible expenses or projects costs
 - Commissioning



Transportation and Infrastructure Infrastructure Project Guidelines

Project Closeout and Turnover

Build Better Building Policy and LEED

FINANCIAL

1. Funding is provided based on the Ultimate Recipient's assurance (bank letter, etc.) to this Department of its ability to meet its share of the cost as identified in the Agreement.
2. Approval to Borrow from the Department must be in place prior to start of work.
3. The Ultimate Recipient must meet its share of the Project costs, and the Department will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.
4. If the Ultimate Recipient's financial position has changed since application and approval of the Project, so that it cannot meet its share, then the Regional Office shall be notified immediately in writing, and this Project will be cancelled.
5. In the event that a project is completed below the approved amount, the savings will not be available to the Ultimate Recipient to be used for any work outside the original scope. This does not apply to projects approved under the Multi-year Capital Works program.
6. The Department will NOT incur any interim interest charges during the Project.
7. Project funding has been reduced by the amount of GST/HST rebate. The Ultimate Recipient is required to apply for the appropriate rebates. The GST/HST rebate is to be used by the Ultimate Recipient as part of the project funding. Interim financing of the GST/HST rebate will be the responsibility of the Ultimate Recipient.
8. The Ultimate Recipient may not charge more than a nominal fee sufficient to cover royalties and reasonable equipment rental rates, including operator, if Ultimate Recipient equipment is used. Approval of the rates by the Regional Engineer is required before any costs can be incurred relating to the use of Ultimate Recipient equipment.
9. If requested by the Department, the Ultimate Recipient must submit an itemized list of all cheques issued including cheque number, date, payee and amount, together with a copy of the cancelled cheques.
10. The Ultimate Recipient will be responsible for all overruns or funding commitments that exceed the approved Project funding.

ENGINEERING SERVICES

1. The Regional Engineer's approval is required before the Ultimate Recipient can engage, or change a consulting (engineering, architectural, etc.) firm in relation to the Project.
2. Procurement of consulting and professional services must comply with the *Public Procurement Act*.
3. No consulting or professional services work is to be performed until the Prime Consultant

Agreement (PCA) has been approved by the Regional Office and signed by the Ultimate Recipient and Consultant.

4. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved.
5. Expenses of the Consultant are to be charged within the allowances set by the Government of Newfoundland and Labrador, HST is not an eligible expense for these expenses
 - Mileage -
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/auto_reimbursement.html
 - Meal Rate Policy / Per Diem
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/meal_rates.html
 - Transportation Policy
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/transportation.html
6. Prior to signing the PCA the Consultant must forward a copy to the Regional Engineer for review and comment.
7. Once the PCA is acceptable to the Regional Engineer, the Consultant shall sign and forward 3 copies of the PCA to the Ultimate Recipient. The Ultimate Recipient will then sign all copies and forward one to the Regional Engineer, the Consultant and retain one copy for their own purposes.
8. The Consultant and any other agents of the Ultimate Recipient must liaise with the Regional Office on all aspects of the Project.
9. The prime Consultant and any other agents of the Ultimate Recipient must complete all applicable applications and forms required to obtain all relevant Permits to design and construct. The Regional Engineer requires a copy of these documents at the time of submission of plans and specifications for approval to tender.
10. Prior to tendering, the plans, specifications and a current detailed pre-tender cost estimate must be submitted to the Regional Engineer. Tenders cannot be called or contracts be awarded for the Project or any part of it without the approval of the Department.
11. The consultant must also submit, prior to tender call, a copy of the plans and specifications to the Ultimate Recipient and all relevant Government departments and agencies such as, Service NL, the Fire Commissioner's Office, Department of Transportation and Works, and other agencies that might have jurisdiction for approval.
12. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the Ultimate Recipient. This will be reviewed by the Regional Engineer prior to final acceptance.
13. The Consultant must submit copies of the as-built drawings within two months of substantial completion of the Project, the preparation of which is to be included as one of the

professional services in the Consultant contract. Copies must be submitted to the Ultimate Recipient and the Regional Engineer.

CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing to the appropriate Regional Engineer. Contracts should be signed at the earliest opportunity. The Consultant must notify the Regional Office of the time and location of pre-design, design, preconstruction and construction meetings in a timely manner to allow a representative of the Regional Office an opportunity to attend.

EASEMENT AND RIGHTS-OF-WAY

1. It is the responsibility of the Ultimate Recipient and its prime consultants to ensure that all easements and rights-of-way are acquired before the contract is awarded.

CHANGE ORDERS (CONSULTANT AND CONTRACTOR)

1. All Change Orders are required to be pre-approved by the Regional Office.
2. The Ultimate Recipient should specifically note that all costs in excess of the approved funding amount indicated on the "Approval to Award" letter will be 100% responsibility of the Ultimate Recipient unless written approval of the Regional Engineer is obtained prior to the expenditure of the funds.

CONTRACT EXTENSION

1. Any extensions to a construction contract, if necessary, require the written approval of the Department. Unless exceptional circumstances apply, extensions will not normally be approved.

STATUS REPORTS

1. The Consultant must submit status reports within 10 business days of the end of each month to the Department's Regional Engineer and the Ultimate Recipient.
2. These reports must span from the date of appointment of the Consultant to the date of final completion of the Project.
3. The final status report must be marked as such.
4. Copies of all engineering invoices, change orders, substantial performance certificates and

contractor's progress payments associated with the Project must also be submitted with the monthly status report.

5. The Ultimate Recipient shall not pay engineering invoices unless the status report has been received and also shall not pay the final professional services invoice until the as-builts are received.

COMMUNICATIONS

JOINT COMMUNICATIONS

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

INDIVIDUAL COMMUNICATIONS

1. Notwithstanding section 12.1 - Joint Communications, the Province and applicable funding agencies/partners retain the right to meet their obligations to communicate information about the Agreement and the use of funds through their own Communications Activities.
2. The Parties may each include general program messaging and examples of funded projects in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
3. The Parties may issue digital communications to communicate progress of the Project.
4. The Ultimate Recipient will be required to send a minimum of one photograph of the construction in progress, or of the completed project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use

and transfer of copyright. Photographs are to be sent to the Regional Office, along with project name, date and location.

SIGNAGE

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

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

1. Only in exceptional cases will projects be authorized to proceed with construction using own forces for the purposes of these Guidelines. Prior approval is required before proceeding on this basis, and must follow the Project management Guidelines.

ELIGIBLE COSTS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible project.
2. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - The arrangement is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project approval.

INELIGIBLE COSTS

1. Costs incurred before Project approval and any and all expenditures related to contracts signed prior to Project approval.
2. Costs Incurred for cancelled Projects
3. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs.
4. Financing charges, legal fees, and loan interest payments.
5. Any goods and services costs which are received through donations or in kind.
6. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates.
7. General maintenance and operational costs, except where such costs are direct and necessary as part of the overall Project.
8. Cost related to furnishings and non-fixed assets.
9. Costs related to new Sidewalks for any roads, except as approved by the Department.
10. Modification, upgrade or replacement of privately-owned infrastructure except when direct and necessary as part of the overall Project.
11. Infrastructure constructed by private developers and subsequently transferred to the Ultimate Recipients that did not meet current design and construction standards at the time of construction.
12. Landscaping, except to reinstate areas damaged as a result of the Project.
13. Legal fees.
14. Land surveys.
15. Media costs related to the project (e.g. Radio ads, newspaper, social media, etc.)
16. Cost of temporary facilities related to continuance of the Ultimate Recipient business for the duration of the Project.
17. Administration costs.
18. Construction Materials and Ultimate Recipient Labour (i.e. pipes, clamps) unless for a projects that has been pre-approved for Project management.
19. Costs to purchase digital Sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.

COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement, can be copied here for references purposes only. The Agreement found at the following location governs this document.


- a. <https://www.infrastructure.gc.ca/prog/agreements-ententes/2018/2018-nl-eng.html#a.1>

ELIGIBLE EXPENDITURES

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

INELIGIBLE EXPENDITURES

1. Costs Incurred before Project approval and any and all expenditures related to Contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required;
2. Costs Incurred for cancelled Projects;
3. Land acquisition;
4. Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs;
5. Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff.
6. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
7. Any goods and services costs which are received through donations or in kind;
8. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
9. Costs associated with operating expenses and regularly scheduled maintenance work;
10. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
11. All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under sections 11 (Environmental Assessment) and 12 (Aboriginal Consultation) have been met and continue to be met.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Community Services Project Update	
Report Information	
Department: CEDP	Report No: 2021-02
Presented By: Darren Charters	Attachments:
	Meeting Date:2021-03-01

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

Staff are working with funding partners to complete the remaining steps for this phase of the project

A STAR Advisory Committee meeting will be called after the election to inform group of the next steps in the project. The following items must be complete before the project can be closed out:

- Confirm if capacity building needs satisfied under current program
- Confirm that support remains for a branding project

Trails

- Trails Working group has accepted project charter
- Working with Crown Lands to amend Licenses to Operate (LTO) to allow for upgrades required with the project
- Apply for trail project funding

Branding

- The Request for Proposals (RFP) is complete and waiting for release once funding is confirmed. This will be an important exercise that will determine how we market ourselves to visitors.

Capacity Building

- Staff is beginning to plan a Tourism Summit for local stakeholders and interested parties. Although COVID-19 has impacted the March date, it is still the intent to host such a summit when COVID-19 restrictions are lifted. More information will be forthcoming as planning proceeds.



City of Corner Brook Information Report (IR)

Visitor Information Centre (VIC)

Staff is working with the Board of Trade on a new agreement to operate the VIC and to improve services offered at the location on Confederation Drive. Staff is also looking to open “pop-up” VIC’s at different areas in the City including downtown and near the Man in the Mountain parking area.

Mill Whistler

Staff is working on a potential program for 2021 with COVID-19 measures in place. It is expected that any program will look much different than in 2019.

Deer Lake Airport

Staff is working with airport management on a “sense of arrival” project to enhance the Corner Brook / Bay of Islands presence at the airport.

Jigs and Wheels Festival

Staff is working on a modified Jigs and Wheels festival for July/August 2021. Stay tuned for more details.

Go Western DMO Project

Staff is finalizing details on the project with the DMO to create digital content for social media and web sites.

Sustainability

Transit Study and System Design

Project is well underway after a very successful public and stakeholder engagement campaign. The consultant and staff are reviewing improvement options that will be presented to the public and Council this month.

Once feedback loop is completed, the consultant will submit the final report.

Community Gardens

Staff is working with Western Environment Centre (WEC) on the final details for new community garden in Curling that is to be located in the Brosnan Street area.

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

Staff continue to work with WEC to develop the community composting program for 2021. It is anticipated that a number of composters will be installed at community garden sites as soon as possible in the spring.

Prepared by: D. Charters
Director: Darren Charters
City Manager: Rodney Cumby
Date: 2021-02-25

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: "Step into Spring" Walking Challenge	
Report Information	
Department: Recreation Services	Attachments:
Presented By: Dale Park	Council Meeting Date: March 1st, 2021

Topic: Recreation Services Update

Background: While the Chief Medical Officer (CMO) for the Province of Newfoundland and Labrador announced the closure of all group, team sport and recreation activities including the operation of gyms and arenas in the province on February 10, 2021 due to increased cases of Covid-19, our Recreation staff are continuing to work to identify opportunities for our residents to remain active.

Activity Description and Information:

Corner Brook "Step into Spring" Walking Challenge

In response to limited activity opportunities due to COVID-19, Recreation Staff have created a "Step into Spring" Walking challenge. The City of Corner Brook is partnering with Gerry Chicalo of Morpheus AR to bring this opportunity to the City. Outdoor recreation is highly encouraged during Alert Level 5 for an individual's well-being. It is hoped that the challenge will go live on March 8, 2021 and run for a total of 4 weeks. The final details and testing is currently taking place, so follow the City's social media accounts for updates. Participants will sign up online and will be given a list of "Map Pointers" within the City that they will have to check into through their smartphone. These map pointers will be located in specific areas and provide participants with a code to submit online to track fitness points. There is a \$1,000 worth of prizes up for grabs, as well as the physical and mental health benefits of walking for everyone!

Stay tuned to our social media for additional details of exciting contests, activities and events we have planned for 2021!

- Please keep an eye to the Corner Brook Civic Centre social media and website for updates and rules associated with each program.
- Always social distance while utilizing trails or outdoor City property as per Public Health guidelines.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Objective: To provide an update on the recreation activities staff are preparing during Alert Level 5.

Prepared by: Jessica Parsons
Director: Dale Park
City Manager: Rodney Cumby
Date: March 1st 2021

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Civic Centre Update	
Report Information	
Department: Recreation Services	Attachments:
Presented By: Dale Park	Council Meeting Date: March 1, 2021

Topic: *Civic Centre Update*

Background: The Chief Medical Officer (CMO) for the Province of Newfoundland and Labrador announced the closure of all group, team sport and recreation activities including the operation of gyms and arenas in the province on February 10, 2021 due to increased cases of Covid-19. On Friday February 12th, in a special announcement, the CMO moved the province back to Alert Level 5; resulting in the Civic Centre closing all activity to the general public.

Activity Description and Information:

The Civic Centre commenced further cleaning of the facility and began work on maintenance projects that could not be completed during normal operations. Staff installed and painted ranger board in the Studio gym covering drywall which was incompatible with recreational activities. As well, work has begun on the painting of the main arena stands. The Main Arena stands, in their entirety, have not been painted since the Centre opened. Progress on this project is going well, with a significant visual improvement in areas currently completed. This work remains on going.

Monitoring Alerts levels and demand

In monitoring the current Alert Levels, there remains some optimism and uncertainty that regional activity within the province may be possible. The Centre has retained ice on both the main and kinsmen arenas; however, energy demand has been lowered to the point of just maintaining ice. All non-essential equipment has been either turned off or lowered to minimal usage. Most arenas in the province have retained ice while monitoring the status of reopening. Civic Centre ice users have expressed a desire to return to activity when permitted by the CMO. While the situation remains unknown, it is expected ice users will move there scheduled activity later in the spring to complete their seasons.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Staff have also been attending calls and working with the governing body of Recreation NL to ensure the latest information available including current actions in other communities.


Objective: To provide an update on the status of the Civic Centre.

Governance Implications: N/A

Budget/Financial Implications: Staff continue to ensure costs are minimized while revenues have been loss due to closure.

Environmental Implications: N/A

Prepared by: Willie Smith
Director: Dale Park
City Manager: Rodney Cumby
Date: February 25, 2021

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Hippocampe Chair	
Report Information	
Department: City Manager	Attachments:
Prepared by: R. Butt, Communication Officer	Council Meeting Date: March 1, 2021

Topic: Hippocampe Chair delivered to Blow Me Down Trails

Background

Last year, the City of Corner Brook Recreation Department purchased three hippocampe wheelchairs for accessible recreation in the City. One of these is for exclusive use at the splash pad while the other two are available for use on variable terrain, and even at the beach. They also come with one set of attachments which make it possible for users to ski.

On Friday, February 12, recreation staff were joined by the City Manager, Mayor Parsons and Councillor Granter to drop off one of these chairs at Blow Me Down Trails. Melissa Woods, a local para-athlete and advocate, was on hand to help us test it. The chair will live here for the remainder of the winter season, available for use by request. Anyone interested can call 639-2754 to try it out when alert levels allow.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Code of Conduct - Council	
Report Information	
Department: CAO	Attachments:
Presented By: Rodney Cumby, City Manager	Meeting Date: March 1, 2021

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:

Prepared by: Alice Will
City Manager: Rodney Cumby
Date: March 1, 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.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Municipal General Election- Voting Options	
Report Information	
Department: City Manager	Attachments: Memo from City Clerk on Election Process
Prepared By: City Clerk	Council Meeting Date: March 1,2021

Issue: The Municipal General Election will take place September 28, 2021. Staff are recommending Council authorize Vote By Mail as an additional voting option along with in-person, proxy and advance poll voting.

Background: On 15 February 2021 a staff recommendation was brought forward to Council to authorize Vote by Mail as a voting method for City of Corner Brook municipal election. At the meeting Council passed a motion authorizing staff to **investigate** the Vote By Mail voting method.

Attached to this RFD is a detailed report on staff's investigation of the Vote By Mail voting method.

Staff's investigation involved research and evaluation of :

- vote by mail conducted by other municipalities in Canada during the pandemic;
- elections conducted by vote by mail at the municipal, provincial and federal level, in particular the Vote By Mail process used by the City of St. John's; and
- consultation with an electoral data management vendor. A vendor will be retained to maintain voters list and assist with the vote by mail process

Pursuant to Section 54 (2) of the Municipal Election **Act** "a Council of a City may by resolution vote to authorize voters to vote by mail".

Should Council approve the vote by mail voting option, Council is **then** required to make regulations with respect to a mail-in system of voting necessary to carry out the regulation. In accordance with the Act a regulation made under this section applies to all elections for the council that made the regulation that occur more than 60 days after that regulation is made

Further, as stipulated by Section 54(4) of the Municipal Election Act

Not fewer than 60 days before election day, the returning officer shall

- (a) establish procedures and forms for the conduct of voting by mail; and
- (b) provide a copy of the procedures and forms to each candidate for election.



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

Proposed Resolution: It is RESOLVED pursuant to Section 54(2) of the Municipal Election Act to authorize a vote by mail process for the municipal general election while maintaining in-person, proxy and advance polling options.

Recommendation: It is staff's recommendation to approve the Vote By Mail voting method.

OPTIONS/IMPLICATIONS

1. **Approve Vote By Mail voting.** This voting option should help mitigate concerns of those residents concerned about attending a polling station on election day but will result in increased cost to run the election
2. **Reject Vote by Mail voting.** This would mean continuation of the traditional in-person voting process along with proxy voting and advance poll voting.. Staff would continue to lobby for additional advance poll days and assess increasing polling stations on election day to alleviate large crowds and enhance social distancing protocols.
3. Council direct staff to gather more information and that information be presented to Council.

Legal Review: the City solicitor has been consulted and is working with City Clerk staff on draft regulations should Council authorize vote by mail.

Governance Implications: Approval of Vote By mail requires a resolution of Council (**Section 54.2- Municipal Election Act**). If vote by Mail is approved Council will then be required to approve a regulation governing the Vote by Mail process.

Budget/Financial Implications: Vote by Mail voting method will require an increased budget allocation for the 2021 municipal election. Tentative quotes are being gathered. Due to the pandemic there will also be additional expenditures to purchase personal protective equipment, sanitation supplies, along with the additional staffing.

Environmental Implications: Involve more paper than in-person voting method

Prepared by: City Clerk

City Manager: Rodney Cumby

Date: Feb 12, 2021

Additional Comments by City Manager:



MEMO

To: Rodney Cumby, City Manager

From: Marina Redmond, City Clerk

Subject: Vote by Mail

Date: February 23, 2021

On 15 February 2021 a staff recommendation was brought forward to Council to authorize Vote by Mail as a voting method for City of Corner Brook municipal election. At the meeting Council passed a motion authorizing staff to **investigate** the Vote By Mail voting method.

This report is a follow-up to Council' directive to further investigate the Vote by Mail voting method. The investigation involved research undertaken by staff to evaluate:

- vote by mail conducted by other municipalities in Canada during the pandemic;
- elections conducted by vote by mail at the municipal, provincial and federal level, in particular the Vote By Mail process used by the City of St. John'; and
- consultation with an electoral data management vendor. A vendor will be retained to maintain voters list. (See Appendix A)

Pursuant to Section 54 (2) of the Municipal Election **Act** "a Council of a City may by resolution vote to authorize voters to vote by mail".

Should Council approve the vote by mail voting option, Council is then required to make regulations with respect to a mail-in system of voting necessary to carry out the regulation. In accordance with the Act a regulation made under this section applies to all elections for the council that made the regulation that occur more than 60 days after that regulation is made

Further, as stipulated by the Municipal Election Act

(4) Not fewer than 60 days before Election Day, the returning officer shall

- (a) establish procedures and forms for the conduct of voting by mail; and
- (b) provide a copy of the procedures and forms to each candidate for election.

Voting Methods

Traditionally the City of Corner Brook utilizes in-person voting, proxy voting and advance polls for municipals elections. All three options are permitted options under the Municipal Election Act and staff is recommending that these options continue to be utilized.

Vote by Mail is also a permissible voting option under the Municipal Election Act. This option requires that Council pass a resolution authorizing vote by mail. Staff is recommending Council approve the Vote by Mail voting option; requiring a voter to **register** to Vote by mail. This voting option enables a voter to cast their own vote in the event a voter is unable to participate in in-person voting for whatever reason. **Given the pandemic the need for alternate voting options versus only allowing in-person voting is critical.** It is recommended that proxy, advance poll and In-person voting options continue to be offered, in addition to a vote by mail option that does not require in person contact for whatever reason.

Proxy Voting

Proxy voting allows a voter to assign another registered voter to vote on their behalf. This voting method has been used in past elections; however it has challenges as it requires the impeditive voter(voter unable to vote) to complete a proxy application and assign a proxy voter to voter on their behalf. Either the impeditive voter or the proxy voter also has to come to City Hall to sign documentation and receive a proxy certificate. If the proxy voter resides in a different polling division than the impeditive voter then the proxy voter potentially has to go to two polling stations. Additionally the privacy of the impeditive voter is lost as they have to advise the proxy voter on their choice of candidates. A voter can apply for a proxy application up to 4:00 p.m. on the day immediately before the day of the election. **It is recommended that proxy voting continue as a voting option for the 2021 municipal election. (Note: Section 54(6) provides an option to negate proxy voting if the Vote by Mail option is utilized. Staff is recommending utilizing proxy voting)**

Advance Poll

Pursuant to provisions of the municipal election, the City of Corner Brook is permitted to hold up to two **advance polls**. Given challenges with the pandemic the City will be lobbying the provincial government to amend the Municipal Election Act to allow for additional advance polls days. An increase in in-person voting days should help mitigate social distance concerns. **Section 54(6) provides an option to negate advance poll voting if the Vote by Mail option is utilized. Staff is recommending utilizing advance poll voting.**

Assessment of Vote By Mail

Vote by mail has not been previously utilized in prior Corner Brook municipal elections however the voting method is used by the federal and provincial governments; and therefore is a familiar voting method to many voters. The process for counting ballots will be the same as in-person voting

The Vote By Mail option will increase the cost of running an election. The increased cost includes the cost of vote by mail kits, vendor services, and postage. The estimated cost below is based upon 7,000 people requesting a vote by mail ballot **(Note this is an estimate and subject to change)**

Description	Cost	Notes
Vote by Mail Kits	\$21,000	Includes ballot, secrecy envelope, voter declaration card and return envelope(Based on estimate of \$3.00 per kit)
Vendor Services	\$10,000	Vendor support to set up, track, audit and adjudicate mail in ballot
Postage to send	\$6,000	Postage rate of .85 cents per mailed envelope
Pre-paid postage to return	\$6,700	Postage rate of .96 cents per returned envelope
Administration Fee	\$810.00	Canada post Administration fee
Total	\$44,500	Before Tax

*The cost to support each voter with a vote by mail option is estimated to be \$6.35 (This estimate is subject to a final agreement with vendor and is dependent on the number of voters who avail of the vote by mail option).

In researching the Vote By Mail option some skepticism and concerns have been expressed. Staff recognizes that remote voting is unsupervised and presents additional considerations to maintain the integrity and security of the election process. However, the risk of fraud is present even with in-person voting. Maintaining security and preventing fraudulent voting requires audited processes; and the Vote By Mail software has systems built in to address these issues. Additionally voters have a responsibility to adhere to the Municipal Election Act.

Mail in Ballot Review

Benefits	Drawbacks
Offers an option for voters to cast a ballot without attending a physical voting location	Voters who missed the opportunity to apply for vote by mail after the deadline date cannot avail of this option which is problematic if the voter cannot attend a polling station in person. <i>(note: advance poll may still be an option along with proxy voting which is available up to the 4 pm the day immediately preceding election day)</i>
Convenience for voters who know they will be unable to attend a voting location well in advance of Election Day	Mail processing deadlines impact how long it takes a voter to receive and return ballot. Voter Kit have to be mailed to residents no later than 10 days after nomination period and returned by

	mail as per a set date determined by Canada Post. (Note: residents can drop ballot in Drop Box up to 8 p.m. on election day)
Many voters are familiar with this voting method as it is used for provincial and federal election.	Ballot may be lost or damaged in the mail (Note: election software has a tracking system in place whereby a voter can confirm if their ballot has been received. (If not received the day before election day, proxy voting is still an option or in-person voting if the voter can attend a polling station)
	Ballots received after election day or the Voter Declaration Card is not signed are considered spoiled and will not be counted.
	If voter makes an unintentional mistake when marking their ballot(voted for too many candidates, changed mind, etc) their ballot is rejected. The deadline for applying for a new ballot may have expired.
	Additional cost to support Vote By Mail(postage, voter kits, administrative cost)
	Environmental impact as it involve more paper than in-person voting method

Municipal Election Act Proposed Amendments

The pandemic has resulted in a more in-depth analysis of the election process. In addition to Vote by Mail, staff is recommending some amendments to the Municipal Election Act to address residents' concerns in completing forms and casting ballots in person. Staff are specifically recommending the following amendments:

- Increasing advance poll days;
- Approving a broader range of approved individuals who are authorized to witness a voter's signature on mail in ballot applications. Oath or Affirmation of Voter Forms and other forms. Approved individuals could include family members who are registered voters, guarantors that have known the individual for at least 2 years, lawyers, medical doctor and other professions
- Allow voters to submit forms of identification by mail, fax or other electronic means

Vote by Mail Regulation

Pursuant to Section 54 (3) and (4) of the Municipal Election Act

(3)Where a council has voted to conduct an election by mail under subsection (1) or (2), that council shall make the regulations with respect to a mail-in system of voting that are necessary to carry out the election and a regulation made under this section applies to all elections for the council that made the regulation that occur more than 60 days after that regulation is made.

(4) Not fewer than 60 days before election day, the returning officer shall

- (a) establish procedures and forms for the conduct of voting by mail; and

- (b) provide a copy of the procedures and forms to each candidate for election.

A draft regulation has been prepared and is undergoing legal review. Should Council approve the Vote by Mail voting method a draft regulation will be brought forward for Council's consideration.

Note: Section 54(6) of the Municipal Election Act provides a municipality with the option to negate proxy, advance poll and time off to vote provision (26, 27 and 34) if using Vote By Mail regulations

54(6) Where regulations made under section 97 are in effect, sections 26, 27 and 34 apply only if those regulations specify that those sections apply.

Recommendation

It is staff's recommendation that Pursuant to the authority granted by Section 54 (2) of the Municipal Election **Act** that Council authorize vote by mail voting method in addition to availing of in-person, advance poll, and proxy voting.

APPENDIX A

VOTE BY MAIL SOFTWARE SOLUTION

The Vote-by-Mail software process is a complete end-to-end solution that quickly and accurately mails a kit to voters on your Voters' List. Election officials can simply complete the ballots within the software and the vendor will integrate this with all the required information to complete the Vote-by-Mail kit. Each ballot face is matched appropriately with the voter information. At the end of the proofing process, voter kits will be printed and mailed on the agreed to 'mail drop date'. Vote-by-Mail process includes:

- Complete kit design
- Voters' List preparation
- Ballot Management
- Deposit at a Canada Post Mail facility

Vote-by-Mail Ballot Tracking Tool

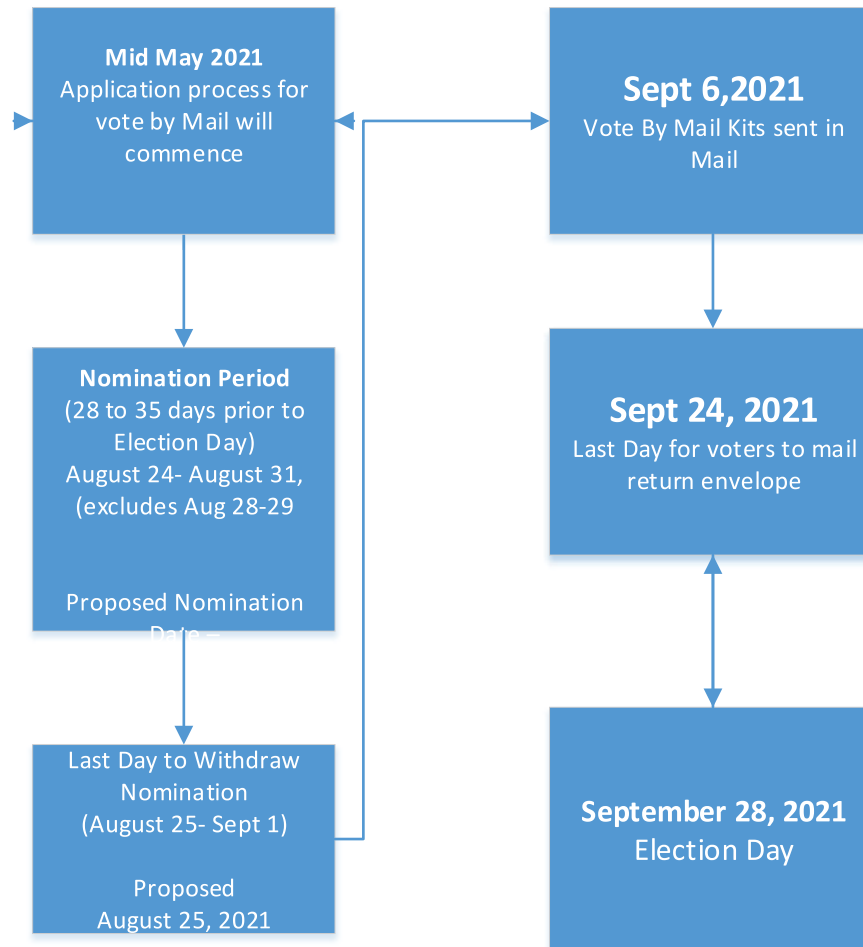
When the vote by mail tracking tab is enabled in the software in addition to the Personal Information and Address Information tabs, the Vote by Mail tab also appears on the Elector Details page. This Vote by Mail tab contains three date fields that can be populated for any elector that opts to use a mail ballot:

- Requested: the date the mail ballot was requested
- Mailed: the date that the mail ballot was mailed to or picked up by the voter
- Received: the date that the completed mail ballot was received

The Vote by Mail software includes tools to provide quick access to the following mail ballot groups:

- Kit Requested: lists all voters that have requested mail ballots
- Kit Requested, but not Mailed: a subset of the Kit Requested group
- Kit Mailed: lists all voters that have requested mail ballots and whether those ballots have been mailed or picked up
- Kit Mailed, but not Received: a subset of the Kit Mailed group
- Kit Received: lists all voters that have requested mail ballots and whether those ballots have been returned to the municipality
- Date and total number of Kits inducted at the Canada Post Mail Facility
- The number of kits not yet received for processing by the municipality
- Number of kits received and scanned, by date

DRAFT
Vote By Mail Timelines



Flowchart based on assumption Vote by Mail approved by Council
Vote by Mail Dates subject to changed. Dates based upon City of St. John's 2017 Vote By Mail Timelines.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Wellington Complex Soccer Field Naming	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: March 1, 2021

Issue: A motion of Council is required to ratify naming the soccer field at Wellington Complex in honour of Doug Sweetapple.

Background: The Corner Brook Ladies Soccer League, the Corner Brook Men's Soccer League and the Corner Brook Minor Soccer Association submitted a joint proposal to the City in October 2020 regarding the naming of the soccer field at Wellington Complex. The proposal was to name the soccer field after Doug Sweetapple, who has been a lifelong contributor to the soccer community in Corner Brook.

Former players, coaches, officials and organizers provided testimonials supporting the proposal illustrating Mr. Sweetapple's passion, dedication and contribution to the soccer community in the City of Corner Brook.

Mr. Sweetapple was inducted into the Newfoundland and Labrador Soccer Hall of Fame in 1987 and he is a lifetime honorary member of the Newfoundland and Labrador Soccer Association. Given Mr. Sweetapple's lifelong dedication to the soccer community, it would be fitting to support's the proposal put forth by the local soccer organizations to honour

The City would host an official ceremony in the spring for Mr. Sweetapple and the soccer organizations.

Proposed Resolution: Be it **RESOLVED** to name the Soccer Pitch at the Wellington Complex in honour of Doug Sweetapple.

Recommendation: The recommendation is to support the proposal and honour Mr. Sweetapple's contribution to the collective soccer organizations in the City of Corner Brook by naming the soccer field at Wellington Complex.

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: There will be costs associated with plaque installation and ceremony

Environmental Implications: N/A



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

Prepared by: Jessica Smith, Legislative Assistant

Supervisor: Marina Redmond, City Clerk

City Manager: Rodney Cumby

Date: February 24, 2021

- Signature copy on file at City Clerk's Office

Additional Comments by City Manager: