



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **April 26, 2021 at 7:00 p.m. Council Chambers, City Hall**

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

CITY CLERK

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 22 MARCH, 2021 AT 5:30 P.M.**

PRESENT:

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

Absent with Regrets: R. Cumby, City Manager

21-30 Approval of Agenda

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the agenda as circulated. **MOTION CARRIED.**

21-31 Approval of Minutes [February 15, 2021]

On motion by Councillor J. Carey, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of February 15, 2021 as presented. **MOTION CARRIED.**

21-32 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:

It is RESOLVED to ratify minute CC21-001: (Chaisson/Griffin)

It is RESOLVED to ratify minute CC21-003: (Chaisson/Carey)

MOTION CARRIED on all minutes.

21-33 Business Arising From Minutes

No items were brought forward.

21-34 Proclamation

The Mayor presented a proclamation declaring March 26, 2021 as Purple Day for Epilepsy in the City of Corner Brook.

21-35 COVID-19 Update

Councillor T. Buckle provided an update in regards to municipal Operations under Alert Level 3 as follows:

- City Hall is open to the public Monday-Friday from 10:00 a.m. - 3:00 p.m., meetings are to be held by appointment only;
- The public Works, Fire Hall and Water Treatment buildings have all their staff returned to site, however they remain closed to the public;
- Transit has increase capacity to 9 people;
- Civic Centre Walking Track has reopened with a maximum capacity of 20 people. Hours of operation are currently extended due to closure of other activities, but is subject to change;
- Ice surfaces and the Annex are to remain closed to the public.

21-36 Public Notice - Application for Crematorium

Deputy Mayor B. Griffin announced that a public notice was published on March 16, 2021 regarding an application to construct a crematorium at the site of Country Haven Funeral Home, located at 167 Country Road. Residents have until 4:30 p.m. on April 12, 2021 to provide feedback on this application.

21-37 Security Services Contract No. 2021-08

On motion by Councillor B. Staeben, seconded by Councillor Deputy Mayor B. Griffin, it is **RESOLVED** to approve the bids for the standing offer for Security Services for the period of May 1, 2021 - April 30, 2024 as presented above **MOTION CARRIED.**

21-38 Cisco Software and Hardware Agreement

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to approve the execution of the Installment Payment Agreement # 772194 with Cisco Systems Capital Co. in the amount of \$99,707.20 + HST. **MOTION CARRIED.**

21-39 Discretionary Use -50 Hillcrest Road (Home Base Business Office)

On motion by Councillor L. Chaisson, seconded by Councillor V. Granter, it is **RESOLVED** to approve the application to operate a home based business office from the dwelling located at 50 Hillcrest Road in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

21-40 Discretionary Use - 5 Reids Rd - Home Base Business

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson , it is **RESOLVED** to approve the application to operate a home based business from the dwelling located 5 Reid's Road in accordance with Regulation 11 - Discretionary Powers of Authority. **MOTION CARRIED.**

21-41 Civic Center Tenants- Rent Relief

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve rent relief to tenants of the Corner Brook Civic Centre from mid-February until the tenants of the Civic Centre were/are able to open to the public.

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **FURTHER RESOLVED** to approve two months of rent relief to the Corner Brook Curling Club from mid-February until April 15, 2021. **MOTION CARRIED.**

21-42 Digital Sign Agreement Amendment 75427 Newfoundland and Labrador Inc.(DAS)

Mayor J. Parsons previously declared a conflict of interest as the applicant contributed to his election campaign. Deputy Mayor to chair the meeting for this item.

On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve amendment of the agreement of June 26, 2021 with 75427 Newfoundland and Labrador Inc. as proposed. **MOTION POSTPONED.**


On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to postpone the decision to the next Public Meeting. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

 City Clerk

 Mayor

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Proclamations	
Report Information	
Department: City Manager	Attachments: Proclamation
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: April 26, 2021

Topic: Proclamations

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

- The month of **MAY 2021** is declared as **MELANOMA AND SKIN CANCER AWARENESS MONTH** in the City of Corner Brook at the request of Save Your Skin Foundation.

Prepared by: Jessica Smith, Legislative Assistant
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: April 20, 201



MELANOMA AND SKIN CANCER AWARENESS MONTH

“MELANOMA AND SKIN CANCER AWARENESS MONTH”

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

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

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

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

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

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

NOW, THEREFORE the month of **May 2021** will hereby be proclaimed as **MELANOMA AND SKIN CANCER AWARENESS MONTH** in the City of Corner Brook.

Mayor Jim Parsons
City of Corner Brook

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Approval and execution of agreement – Capital Investment Plan – Regional Water Supply – Corner Brook and Steady Brook	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Letter from Department of Municipal and Provincial Affairs; Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement
Prepared By: James Warford	Council Meeting Date: April 26, 2021

Issue: The Department of Municipal Affairs has approved the funding for the Provincial Water and Wastewater Initiative Fund for a shared water supply system between the City of Corner Brook and the Town of Steady Brook.

Background: The Town of Steady Brook has had continual problems with its water supply and recently commissioned a study into ways to improve the system. One of the options coming out of that study was to connect to the Corner Brook system. As a regional project, this type of study would be eligible for **100% funding** under a special gas tax fund.

Recommendation: Staff recommends Council approve the ratification and signing of the Provincial Water and Wastewater Initiative Fund Agreement.

Be it resolved that the Council of the City of Corner Brook accept funding as outlined in the Municipal Affairs and Environment project approval letter dated April 14, 2021 to complete the project under the Capital Investment Plan. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Provincial Water and Wastewater Initiative Fund Agreement with the Department of Municipal and Provincial Affairs 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.

Budget/Financial Implications: 100% gas tax funding

Environmental Implications: NA

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 15, 2021, 2021

Additional Comments by City Manager:



Government of Newfoundland and Labrador
Municipal and Provincial Affairs
 Office of the Minister

APR 14 2021

COR/2021/00635-01

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

Dear Mayor:

Re: Capital Investment Plan Approval

Please be advised that the Gas Tax Committee has approved the project listed on the City's Capital Investment Plan as *Regional Water Supply – Corner Brook and Steady Brook*. This approval is subject to the project resulting in a regional water supply infrastructure project. If the study does not result in a regional water supply infrastructure project, the City must return the Gas Tax Funds to the Gas Tax Secretariat. These funds are provided through the Federal Gas Tax Funds allocated to the Provincial Water and Wastewater Initiative Fund. Please note, this approval is subject to the City's acceptance of the terms and conditions set out in the Ultimate Recipient Gas Tax Agreement, which is attached. The following table outlines the funding approval details:

Project Number	Project Category	Project Title	Total Approved Gas Tax Funding
60-2021-7314	Drinking Water	Regional Water Supply – Corner Brook and Steady Brook	\$46,929

Outcome	Outcome Measure	Quantitative Measure
Clean Environment	Population served	20,250

If the scope or costs of the project changes, the funding approved for the project cannot be spent until the City is provided with subsequent approval to do so, based on submission and approval of a revised Capital Investment Plan Application. All funding approvals are subject to receipt of funds from Infrastructure Canada and the availability of provincial budgetary appropriations for the fiscal year in which a payment is to be made.



All approved projects must be completed in accordance with all applicable legislation, rules, and regulations, relevant policies and procedures, including the Public Procurement Act. As part of the Ultimate Recipient Annual Report, the City's auditor will express an opinion on its compliance with the Agreement.

Attached is a copy of the *Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement* (the Agreement) for your consideration and signature. The primary purpose of the Agreement is to outline the roles and responsibilities of the City of Corner Brook and the Government of Newfoundland and Labrador and to confirm your total allocation for the approved project.

I ask that you sign the attached copy of the Agreement in the space indicated and return it, along with a Resolution of Council approving the Agreement to the Gas Tax Secretariat, Department of Municipal and Provincial Affairs, P.O. Box 8700, St. John's, NL A1B 4J6 **at your earliest convenience**. If the City chooses not to avail of this Gas Tax Funding, please return the Agreement unsigned with a Resolution of Council indicating the cancellation of the above project. Please note that the Gas Tax Secretariat must be in receipt of your signed Agreement, the supporting Resolution of Council, a copy of the tender results for the project, and a copy of the contract between the City of Corner Brook and the Town of Steady Brook before payment can be released.

Should the City have any questions please contact the Gas Tax Secretariat by phone at 1-877-729-4393 or by email: gastax@gov.nl.ca.

Sincerely,



HON. KRISTA LYNN HOWELL, MHA
District of St. Barbe-L'Anse aux Meadows
Minister

Attach.

cc: Hon. Gerry Byrne, MHA, Corner Brook
cc: Chris Power, Regional Engineer, Department of Transportation and Infrastructure
cc: Holly Scott-Walsh, Regional Manager, Department of Municipal and Provincial Affairs
cc: Paula Dawe, Manager of Water Resources, Department of Environment and Climate Change

Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement

This Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement made as of _____, 2021

BETWEEN:

HER MAJESTY THE QUEEN, in right of the Province of Newfoundland and Labrador, as represented by the Minister of Municipal and Provincial Affairs (the “Province”)

OF THE FIRST PART

- And -

The City of Corner Brook in the Province of Newfoundland and Labrador (the “Ultimate Recipient”)

OF THE SECOND PART

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

WHEREAS the Province agrees to transfer to the Ultimate Recipient a portion of federal gas tax revenues received (as outlined in Schedule F) to be used for Regional Water Supply – Corner Brook and Steady Brook (#60-2021-7314) for eligible costs as outlined in Schedule C of the Canada-Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund based on the terms and conditions contained herein; and

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

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

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

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

1. INTERPRETATION

1.1. Definitions

“**Agreement**” means this Newfoundland and Labrador–Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement, including the Annexes and Schedules attached hereto.

“**Audit Report**” means the independently-audited annual report by the Ultimate Recipient to the Province, more specifically described in Schedule D (Reporting).

“**Capital Investment Plan**” means a project application in a format acceptable to the Province supported through a resolution of the Ultimate Recipient council and detailed cost estimate.

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

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

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

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

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

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

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

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

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

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

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

“Ultimate Recipient” means:

- (a) a Local Government or its duly authorized agent (including its wholly owned corporation);
- (b) a non-municipal entity on the condition that the Local Government has indicated support for the Eligible Project through a formal resolution of its council. A non-municipal entity includes:
 - for-profit organizations (such as P3), or
 - non-governmental organizations, or
 - not-for-profit organizations.
- (c) Newfoundland and Labrador entities in the form of departments, corporations and agencies where they provide core municipal services in municipalities; and in the unincorporated areas of Newfoundland and Labrador. For greater clarity, providing core municipal services includes the provision of Infrastructure and capacity building projects.

“Ultimate Recipient Annual Report” means a report prepared by the Ultimate Recipient in the format prescribed by the Province in accordance with the Newfoundland and Labrador-Ultimate Recipient Gas Tax

Agreement dated November 20, 2014, which includes financial, project and outcome information and information on the progress capital asset management plans.

“Ultimate Recipient Gas Tax Agreement” means the agreement between the Province and the Ultimate Recipient which outlines the terms and conditions of the receipt of gas tax funds and the Annexes and Schedules attached.

1.2 Entire Agreement

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

1.3 Schedules

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

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

2. Purpose

This Agreement sets out the roles and responsibilities of the Province and the Ultimate Recipient for the administration of the Provincial Water and Wastewater Initiative Fund.

3. Access and Use of Funds

- 3.1** Funding allocations in Schedule F of this Agreement will be paid out in accordance with this Agreement, and up to the maximum of Allocated GTF funding approved for the project referenced in Schedule F, subject to the terms and conditions of this Agreement.
- 3.2** Any GTF funding that may be received by the Province from Canada may be withheld by the Province until such time as Ultimate Recipients address and correct, to the satisfaction of the Province, matters of non-compliance.
- 3.3** If during the term of this Agreement an Ultimate Recipient ceases to be a Local Government, or the Ultimate Recipient fails to resolve non-compliance issues to the satisfaction of the Province, the Ultimate Recipient will return any funds to the Province.
- 3.4** Any GTF funding that may be transferred by the Province to the Ultimate Recipient will be treated as federal funds with respect to other federal infrastructure programs.

4. RESPONSIBILITIES

4.1. Provincial Responsibilities

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

- a) the receipt of funds from the Government of Canada as agreed to in the Canada-Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund;
- b) the execution of this Agreement by the Parties;
- c) there being no impediments that will prevent the Ultimate Recipient from spending the Funds on Eligible Costs of Eligible Projects;
- d) the project will be considered for approval under the Provincial Water and Wastewater Initiative Fund allocation of the GTF based on regional needs and regional priorities; and
- e) the Ultimate Recipient compliance with all terms and conditions of this Agreement.

4.2. Flow of Funds

- a) The Province agrees to pay the Ultimate Recipient according to the Allocation payment schedule contained in Schedule F.

4.3. Ultimate Recipient Responsibilities

The Ultimate Recipient agrees that it will:

- a) Comply with the terms of this Ultimate Recipient Provincial Water and Wastewater Initiative Fund Agreement.
- b) Provide the Province with a copy of the tender results for the project.
- c) Provide a copy of the contract between the Ultimate Recipient and the City of Corner Brook and the Town of Steady Brook.

5. REPORTING AND AUDITS

5.1. Reporting and Audits

5.1.1. The Ultimate Recipient will, at its cost:

- a) Prepare and deliver to the Province annually an Audit Report, which can be included with the Ultimate Recipient Annual Report for Corner Brook, including a certification by the Ultimate Recipient that it has complied with this Agreement and written confirmation of the Ultimate Recipient Auditor's concurrence. The Audit Report will be completed in accordance with Schedule D.
- b) Prepare and deliver to the Province, annually an Outcomes Report in accordance with Schedule D;
- c) Complete at its cost and provide to the Province or Canada, an audit of any one or more Eligible Projects, if requested; and
- d) Share with the Province or Canada the results of any compliance or performance audit that it may carry out beyond the Audit Report that examines the use of Funds to a specific extent.

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

6. ENFORCEMENT

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

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

7. GENERAL

7.1. This Agreement will be effective on April 5, 2021 and will be in effect until March 31, 2024 unless the Province and the Ultimate Recipient agree to renew it. In the event where this Agreement is not renewed, any GTF funding and Unspent Funds, and any interest earned thereon held by the Ultimate Recipient, that have not been expended on Eligible Projects as of March 31, 2024 will nevertheless continue to be subject to this Agreement until such time as may be determined by Canada and the Province.

7.2 This Agreement may be reviewed by the Province at any time over the term of the Agreement, and this Agreement may be amended to incorporate changes, if any, agreed to by the Province and the Ultimate Recipient.

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

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

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

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

Any Notice to the Province Must be sent to:

Gas Tax Secretariat
Department of Municipal and Provincial Affairs
4th Floor, West Block, Confederation Building
P.O. Box 8700
St. John's NL
A1B 4J6
Fax: 709-729-3605

Any Notice to The Ultimate Recipient Must be sent to:

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

8. MISCELLANEOUS

8.1. Binding Obligations

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

8.2. Precedence

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

8.3. Amendments to the Ultimate Recipient Gas Tax Agreement

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

8.4. Indemnity

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

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

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

HER MAJESTY THE QUEEN

In right of the Province of Newfoundland and Labrador as
 Represented by the Minister of Municipal and Provincial Affairs
 Honourable Krista Lynn Howell

Date: _____

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

Date: _____

SCHEDULE A - Ultimate Recipient Requirements

Ultimate Recipients will be required to:

1. Be responsible for the completion of each Eligible Project in accordance with Schedule B (Eligible Project Categories) and Schedule C (Eligible and Ineligible Expenditures).
2. Comply with all Ultimate Recipient requirements outlined in Schedule E (Communications Protocol).
3. Invest, in a distinct account, GTF funding it receives from the Province in advance of it paying Eligible Expenditures.
4. With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Procurement Act*, the Agreement on Internal Trade and applicable international trade agreements, and all other applicable laws.
5. Invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
6. Allow Canada reasonable and timely access to all of its documentation, records and accounts and those of their respective agents or Third Parties related to the use of GTF funding and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by Canada or its designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
7. Keep proper and accurate accounts and records in respect of all Eligible Projects for at least six (6) years after completion of the Eligible Project and, upon reasonable notice, make them available to Canada.
8. Agree their actions do not establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Ultimate Recipient, or between Canada and a Third Party.
9. Agree that they do not represent themselves, including in any agreement with a Third Party, as a partner, employee or agent of Canada.
10. Agree that no current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from GTF funding, Unspent Funds, and interest earned thereon, unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.
11. Agree that they will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that they, Third Parties or any other person or entity may suffer in relation to any matter related to GTF funding or an Eligible Project and that they will, at all times, compensate the Government of Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to GTF funding or an Eligible Project.
12. Submit to the Province annually, an Audit Report and an Outcomes Report, in a format prescribed by the Province on or before the date determined by the Province.
13. Work with the Province to resolve any non-compliance issues in a timely manner to the satisfaction of the Province.
14. Where it chooses to invest any GTF funding it may receive, invest in accordance with the Newfoundland and Labrador *Municipalities Act*, 1999, R.S.N.L. 1999, c. M-24.

15. Ultimate Recipients must complete Eligible Projects in accordance with the Newfoundland and Labrador *Municipalities Act, 1999*, as amended, or any successor legislation. These projects must be completed using the latest revision of the Municipal Water, Sewer and Road Specifications as published by the Province, Department Municipal and Provincial Affairs.
16. Agree that the above requirements which, by their nature, should extend beyond the expiration or termination of this Agreement will extend beyond such expiration or termination.
17. Be responsible for the management of all funds received, disbursements made and completion of approved gas tax projects.
18. Ensure that all approved projects are completed in accordance with all applicable legislation, rules and regulations, relevant policies and procedures.
19. Any Gas Tax funding that the Ultimate Recipient may receive from the Province is not intended to replace or displace existing sources of funding for Local Government tangible capital expenditures. Ultimate Recipients will decide which Eligible Projects will receive GTF funding in accordance with the Ultimate Recipient's allocation. Ultimate Recipients may spend their GTF allocation in the year received, accumulate the allocation for use by March 31, 2024 or obtain a loan from a financial institution to undertake Eligible Projects provided the loan and interest charges are paid by March 31, 2024.
20. Ultimate Recipients will submit a Capital Investment Plan for approval of the Province for any proposed changes to the scope or cost of the project, including cancellation.
21. Allow the Province and its agents, including but not limited to, the Auditor General of Newfoundland and Labrador, and representatives of the Department Municipal and Provincial Affairs, access to an Eligible Project site, any engineering drawings or documents, and any other such project related documents as deemed necessary by the Province in performing an audit of the projects undertaken under this Agreement;
22. The Ultimate Recipient will ensure that all outstanding compliance issues under the Ultimate Recipient Gas Tax Agreement are resolved to the satisfaction of the Province, prior to the receipt of funds under this Agreement.
23. Funds can only be spent by the Ultimate Recipient on project #60-2021-7314 as approved by the Department of Municipal and Provincial Affairs.

SCHEDULE B - Eligible Project Categories

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

1. Drinking water – infrastructure that supports drinking water conservation, collection, treatment and distribution systems.
2. Wastewater – infrastructure that supports wastewater and storm water collection, treatment and management systems.

SCHEDULE C - Eligible and Ineligible Expenditures

1. Eligible Expenditures

- 1.1 Eligible Expenditures of Ultimate Recipients will be limited to the following:
- a) the expenditures associated with acquiring, planning, designing, constructing or renovating a tangible capital asset, as defined by Generally Accepted Accounting Principles (GAAP), including emergency generators, and any related debt financing charges specifically identified with that asset;
 - b) The expenditures directly associated with joint communication activities and with federal project signage for GTF-funded projects.
- 1.2 Employee and Equipment Costs: The incremental costs of the Ultimate Recipient's employees or leasing of equipment may be included as Eligible Expenditures under the following conditions:
- a) the Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a contract; and
 - b) the employee or equipment is engaged directly in respect of the work that would have been the subject of the contract.

2. Ineligible Expenditures

The following are deemed Ineligible Expenditures:

- a) the cost of leasing of equipment by the Ultimate Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, its direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Expenditures above;
- b) taxes for which the Ultimate Recipient is eligible for a tax rebate and all other costs eligible for rebates;
- c) purchase of land or any interest therein, and related costs;
- d) legal fees, monthly banking fees, audit fees and evaluation costs; and
- e) routine repair and maintenance costs.

SCHEDULE D – Reporting

Reporting requirements under the Agreement consist of an annual Audit Report and an Outcomes Report. The reporting year is January 1 to December 31.

1. Audit Report

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

Part 1

- a) A financial table accounting for the funds spent and funds held by the Ultimate Recipient;
- b) A project list detailing the expenditures against each approved project;
- c) a certification by the Ultimate Recipient that it has complied with this Agreement; and
- d) A paragraph in the by the auditor for the Ultimate Recipient commenting on the accuracy of the financial information and the compliance with the Agreement.

Part 2

- a) The outcomes (in accordance with Section 2 below) for each project completed;
- b) Any other reporting that is requested by the Province or Canada;
- c) A listing by project of all sources of funding spent on each project; and
- d) A certification signed by the Mayor or Deputy Mayor.

2. Outcomes Report

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

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

SCHEDULE E- Communications Protocol

1 Purpose

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

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

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

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

3 Project signage

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

4 Media events and Announcements for Eligible Projects

- 4.1** Canada and the Province and the Ultimate Recipients agree to have regular announcements of Eligible Projects that are benefiting from GTF funding that may be provided by Canada. Key milestones may be marked by public events, news releases and/or other mechanisms.
- 4.2** Media events include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.

- 4.3 Canada, the Province or an Ultimate Recipient may request a media event.
- 4.4 Media events related to Eligible Projects will not occur without the prior knowledge of Canada, the Province and the Ultimate Recipient.
- 4.5 The requester of a media event will provide at least 15 working days' notice to other parties of their intention to undertake such an event. The event will take place at a mutually agreed date and location. Canada, the Province and the Ultimate Recipient will have the opportunity to participate in such events through a designated representative. Each party will choose their own designated representative.
- 4.6 The conduct of all joint media events and products will follow the *Table of Precedence for Canada* as outlined at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>.
- 4.7 All joint communications material related to media events must be approved by Canada and recognize the funding of the parties.
- 4.8 All joint communications material must reflect Canada's policy on official languages and the federal identity program.

5 Program Communications

- 5.1 Canada, the Province and Ultimate Recipients may include messaging in their own communications products and activities with regard to the GTF.
- 5.2 The party undertaking these activities will provide the opportunity for the other parties to participate, where appropriate, and will recognize the funding of all contributors.
- 5.3 Canada and the Province agree that they will not unreasonably restrict the other parties from using, for their own purposes, public communications products related to the GTF prepared by Canada, the Province or Ultimate Recipients, or, if web-based, from linking to it.
- 5.4 Notwithstanding Section 4 (Communications Protocol), Canada retains the right to meet its obligations to communicate information to Canadians about the GTF and the use of funding through communications products and activities.

6 Operational Communications

- 6.1 The Ultimate Recipient is solely responsible for operational communications with respect to Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- 6.2 Canada, the Province or the Ultimate Recipient will share information promptly with the other parties to this Agreement should significant emerging media or stakeholder issues relating to an Eligible Project arise. Canada and the Province will advise Ultimate Recipients, when appropriate, about media inquiries received concerning an Eligible Project.

7 Communicating Success Stories

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

8 Advertising campaigns

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

SCHEDULE F- Funds Allocated

City of Corner Brook

Project:

Regional Water Supply – Corner Brook and Steady Brook

Project Number:

60-2021-7314

Budget:

Total Project Budget: \$51,750.00

Allocated GTF funds: \$46,929.00

2021-2022
\$46,929.00

This payment schedule may be amended, subject to the Province's approval of any cost adjustments, for eligible expenditures up to the maximum amount allocated to the Provincial Water & Wastewater Initiative Fund in the Canada–Newfoundland and Labrador Administrative Agreement on the Federal Gas Tax Fund.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Multiyear Balances	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments:
Prepared By: James Warford	Council Meeting Date: April 26, 2021

Issue: This RFD is intended to address reallocation of balances remaining from the 2012-14 and 2017-20 multiyear capital works programs.

Background: There are two projects from the multiyear capital works program that are not yet closed off due to legal issues. The Province has requested this funding be reallocated and expended so that the funding programs can be closed out. These amounts, approximate value of \$211,402.00 for 2012-14 and \$68,872.00 for 2017-20 are available to be reallocated to another project.

Phase 1 of the St Mary's Brook culvert repair project has been completed. Phase 2 is considered high priority and has an estimated cost of approximately \$275,000

Recommendation: Staff recommend Option 1, that the Council of the City of Corner Brook approve the reallocation of a balance of funds from the 2012-14 and 2017-2020 multiyear programs towards the St. Mary's Brook phase 2 project and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the reallocation of approximately \$211,402.00 from the 2012-14 multiyear capital works program and \$68,872.00 from the 2017-20 multiyear capital works program towards the St. Mary's Brook phase 2 project.

Options:

1. That the Council of the City of Corner Brook approve the reallocation of approximately \$211,401.00 from the 2012-14 multiyear capital works program and \$68,872.00 from the 2017-20 multiyear capital works program towards St. Mary's Brook project.
2. That the Council of the City of Corner Brook not approve the reallocation of approximately \$211,401.00 from the 2012-14 multiyear capital works program and \$68,872.00 from the 2017-20 multiyear capital works program towards St. Mary's Brook project.
3. That the Council of the City of Corner Brook give other direction to staff

Legal Review: NA

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Governance Implications:

Budget/Financial Implications:

Environmental Implications: NA

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 22, 2021

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: Electrical Maintenance/Service for Buildings 2021-04	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: April 26, 2021

Issue: The City of Corner Brook has requested bids for the electrical services and maintenance on City Buildings on a standing offer basis.

Background: This is a 2 year Contract from May 1, 2021 to April 30, 2023 and generally consists of the maintenance/servicing of various municipal structures on an "as required" basis.

Recommendation: Tenders for the Electrical Services/Maintenance for Buildings 2021-04 closed on April 20, 2021 with the following three (3) bids received:

Bay City Electrical Limited	\$25,357.50 HST included (per annum)
Staples Electrical Limited	\$28,034.13 HST included (per annum)
Cahill Instrumentation	\$30,992.50 HST included (per annum)

Tenders were reviewed by staff and recommend awarding to the low bidder Bay City Electrical Limited.

Be it resolved that the Council of the City of Corner Brook award the tender to Bay City Electrical Limited for the Tender price of \$25,357.50 HST Included for the Electrical Services/Maintenance for Buildings 2021-04.

Options:

1. That the Council of the City of Corner Brook award the tender to award the tender to Bay City Electrical Limited for the Tender price of \$25,357.50 HST Included.
2. That the Council of the City of Corner Brook not award the tender to Bay City Electrical Limited for the Tender price of \$25,357.50 HST Included.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: 9.5% decrease compared to previous contract.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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<p>Prepared by: Jim Warford</p>
<p>Director: Darren Charters</p>
<p>City Manager: Rodney Cumby</p>
<p>Date: April 22, 2021</p>

Additional Comments by City Manager:

TENDER FORM

Tender for: Electrical Service / Maintenance for Buildings
Contract No: 2021-04

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

To Whom It May Concern:

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

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

Twenty-five thousand, three hundred and fifty-seven
dollars and fifty cents.

(\$ 25357.50) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed by April 30, 2023.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders:
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
 - (b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook.

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

refusal to enter into a contract.

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

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

Addendum Numbers: # 1 , _____ , _____ , _____

APPENDIX A**SCHEDULE OF QUANTITIES AND PRICES**

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

Bay City Electrical Ltd
to CITY OF CORNER BROOK

on (Date) 04/19/2021 and which is an integral part of the above-noted Tender.

<u>Total Estimated Hours per Annum</u>	<u>Rate/Hour for Qualified Tradesperson</u>	<u>Material Allowance Factor of 1.4</u>	<u>Sub-Total Annual Tender Amount</u>
<u>350</u> (as in Section A)	X <u>45.⁰⁰</u>	X <u>1.4</u>	= <u>22 050.⁰⁰</u>

HST 15%: 3307.⁵⁰

ANNUAL TOTAL TENDER AMOUNT:

25357.⁵⁰
(Report this Total
Amount on Page 1 of
the Tender Form)

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

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Electrical Maintenance/Service for Equipment 2021-05	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: April 26, 2021

Issue: The City of Corner Brook has requested bids for the electrical services and maintenance on City Equipment on a standing offer basis.

Background: This is a 2 year Contract from May 1, 2021 to April 30, 2023 and generally consists of the maintenance/servicing of various municipal structures on an "as required" basis.

Recommendation: Tenders for the Electrical Services/Maintenance for Equipment 2021-05 closed on April 20, 2021 with the following three (3) bids received:

Bay City Electrical Limited	\$23,184.00 HST included (per annum)
Cahill Instrumentation	\$33,488.00 HST included (per annum)
Vision Electrical Limited	\$41,216.00 HST included (per annum)

Tenders were reviewed by staff and recommend awarding to the low bidder Bay City Electrical Limited.

Be it resolved that the Council of the City of Corner Brook award the tender to Bay City Electrical Limited for the Tender price of \$23,184.00 HST Included for the Electrical Services/Maintenance for Equipment 2021-05.

Options:

1. That the Council of the City of Corner Brook award the tender to award the tender to Bay City Electrical Limited for the Tender price of \$23,184.00 HST Included.
2. That the Council of the City of Corner Brook not award the tender to Bay City Electrical Limited for the Tender price of \$23,184.00 HST Included.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: 40.8% decrease compared to previous contract.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 22, 2021

Additional Comments by City Manager:

12:18 pm
April 20/2021

TENDER FORM

Tender for: Electrical Service / Maintenance for Equipment
Contract No: 2021-05

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

To Whom It May Concern:

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

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

Twenty-three thousand, one hundred and eighty-four.

(\$ 23,184.⁰⁰) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed by April 30, 2023.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders:
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
 - (b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook.

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

refusal to enter into a contract.

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

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

Addendum Numbers: # 1 , _____ , _____ , _____

**ELECTRICAL SERVICE / MAINTENANCE
FOR EQUIPMENT
CONTRACT NO. 2021-05**

APPENDIX A

SCHEDULE OF QUANTITIES AND PRICES

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

Bay City Electrical Ltd

to CITY OF CORNER BROOK

on (Date) 04/19/2021 and which is an integral part of the above-noted Tender.

<u>Total Estimated Hours per Annum</u>		<u>Rate/Hour for Qualified Tradesperson</u>		<u>Material Allowance Factor of 1.4</u>		<u>Sub-Total Annual Tender Amount</u>
<u>320</u> (as in Section A)	X	<u>45.00</u>	X	<u>1.4</u>	=	<u>20,160.00</u>

HST 15%: 3,024.00

ANNUAL TOTAL TENDER AMOUNT:

23,184.00
(Report this Total
Amount on Page 1 of
the Tender Form)

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

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Plumbing Maintenance/Service for Building 2021-06	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: April 26, 2021

Issue: The City of Corner Brook has requested bids for the plumbing services and maintenance on City Buildings on a standing offer basis.

Background: This is a 2 year Contract from June 1, 2021 to May 31, 2023 and generally consists of the maintenance/servicing of various municipal structures on an "as required" basis.

Recommendation: Tenders for the Plumbing Services/Maintenance for Buildings 2021-06 closed on April 20, 2021 with the following four (4) bids received:

R&R HVAC and Controls Ltd.	\$21,332.50 HST included (per annum)
Northridge Developments Ltd.	\$22,137.50 HST included (per annum)
Duffy's Plumbing & Drain Services	\$24,150.00 HST included (per annum)
Air Tite Sheet Metal Limited	\$34,212.50 HST included (per annum)

Tenders were reviewed by staff and recommend awarding to the low bidder R&R HVAC and Controls Ltd.

Be it resolved that the Council of the City of Corner Brook award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$21,332.50 HST Included for the Plumbing Services/Maintenance for Buildings 2021-06.

Options:

1. That the Council of the City of Corner Brook award the tender to award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$21,332.50 HST Included.
2. That the Council of the City of Corner Brook not award the tender to R&R HVAC and Controls Ltd. for the Tender price of \$21,332.50 HST Included.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: No increase from previous contract.

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 22, 2021

Additional Comments by City Manager:

TENDER FORM

12:10 pm
April 20/2021

Tender for: Plumbing Service / Maintenance for Buildings
 Contract No: 2021-06

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

To Whom It May Concern:

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

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

Twenty one thousand three hundred
thirty two dollars and fifty
Cents.

(\$ 21,332.50) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed by May 31, 2023.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders:
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
 - (b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook.

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

refusal to enter into a contract.

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

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

Addendum Numbers: 1 , _____ , _____ , _____

APPENDIX A**SCHEDULE OF QUANTITIES AND PRICES**

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

R&R HVAC And Controls

to CITY OF CORNER BROOK

on (Date) 7/4/2021 and which is an integral part of the above-noted Tender.

<u>Total Estimated Hours per Annum</u>	<u>Rate/Hour for Qualified Tradesperson</u>	<u>Material Allowance Factor of 1.4</u>	<u>Sub-Total Annual Tender Amount</u>
<u>250</u> (as in Section A)	x <u>\$53.00</u>	x <u>1.4</u>	= <u>\$18,550</u>

HST 15%:

\$2782.50

ANNUAL TOTAL TENDER AMOUNT:

\$21,332.50

(Report this Total
Amount on Page 1 of
the Tender Form)

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

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Election Management Services – Voter Data and Vote by Mail	
Report Information	
Department: City Manager	Attachments: Decision Note from City Clerk (
Prepared By: City Clerk	Council Meeting Date: April 22, 2021

Topic: Vote By Mail Election Management Services

Background: On March 1, 2021, Council approved Vote By Mail as an alternate voting method for the 2021 Municipal General. (In-person, proxy and advance poll voting will continue to be utilized.). In order to implement the Vote by Mail voting option there is a necessity of utilizing an external vendor to provide election management services. Staff has conducted research and has carried out a competitive scan of service providers of Vote by Mail voting which is outlined in the attached Decision Note. Based upon staff findings Data Fix Comprint Service Incorporated has been identified as the overwhelming lead service provider in meeting all the functional and technical requirements of Vote By mail voting; and provides the best value for money in the area of pricing. Additionally we have not been able to identify other competitive service providers in Canada who can provide the service required for Vote By Mail.

Given the above and the short time frame to implement the Vote By Mail Voting option, combined with other factors; including the uncertainties that exist with the pandemic staff is recommending sole sourcing election management service for the 2021 election to Data Fix Comprint Service Incorporated

PROPOSED RESOLUTION: It is RESOLVED to authorize staff to single source Election Management Election Services to Data Fix Comprint Service Incorporated for the 2021municipal election.

Recommendation: Single source Election Management Election Services to Data Fix Comprint Service Incorporated for the 2021municipal election.

Options/Implications:

1. Approve staff recommendation. This decision will enable staff to immediately proceed with procurement of the Vote By Mail Service offered by Data Fix and commence training on the software as quickly as possible. It also offers the advantage of working with other municipalities in the province who are introducing Vote By Mail voting and are utilizing Data Fix services.



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

2. Deny staff requests and issues request for proposals. This decision will delay the purchase of the service by upward of six weeks which leaves a very short time frame to train staff on the software which is already challenged by the great uncertainty due to the pandemic. This decision could extremely impact and jeopardize staff ability to implement the Vote By Mail system.

Legal Review: n/a

Governance Implications: Section 7 of the Public Procurement Policy include the following provision that a public body is not required to issue an open call for bids where:

- There is only one source reasonably available for the commodity. A non-competitive procurement process shall be used where only one supplier is able to meet the requirement. It is important to ensure that the commodity being procured is sole source. Public bodies shall review the situation and circumstances surrounding the acquisition prior to determining whether it is sole source or not. Where necessary the procurement official shall conduct research to ensure the commodity required is only available from one source. Sole source justifications shall be documented and maintained on the purchase file.
- the public body determines that a situation of urgency exists and the acquisition of the commodity cannot reasonably be made in time by an open call for bid

Budget/Financial Implications: Estimated Cost: \$35,000

Environmental Implications: n/a

Prepared by: City Clerk

City Manager:

Date: April 24, 2021

Additional Comments by City Manager:



DECISION NOTE

TO: City Manager

FR: Marina Redmond, City Clerk

DATE: April 19, 2021

RE: Sole Source Election Management Services – Data Fix

It is recommended that the City of Corner Brook sole source election management services from Data Fix Comprint System incorporated to support the management of Voter Data and Vote by Mail for the 2021 general municipal election. This recommendation is based on the following rationale:

1. A competitive scan was conducted of service provider for the Vote By Mail option.
 - a. Competitive organizations included Simply Voting, Dominion Voting, and Intelivote all US based organization; and electronic voting is the core service offering of these entities. Additionally, the cost for mail in voting services and postage from U.S. based organizations will increase costs. From a privacy perspective it is important that voter list data is stored in Canada
 - b. A review of the services offered by Canadian counterparts to Data Fix was carried out by several larger municipalities in the country. Based upon the review it has been determined Data Fix is the only Canadian company that provides a comprehensive set of functionality into one product solution; in addition to providing the best value for money in the area of pricing.
 - c. Data Fix has extensive experience working with Canada Post on elections in Newfoundland.
2. The short time frame to implement an alternate voting method with the high degree of uncertainty with the pandemic. The decision on Vote By Mail was approved March 1, 2021.
3. Data Fix is being utilized by the City of Mount Pearl and Towns of Paradise, CBS, Torbay and Portugal Cove St. Philips. The City of St. John's has been conducting Vote By mail since 2001 and Data Fix has been their service provider. The City of Corner Brook is currently working in collaboration with all these municipalities along with MNL on implementing the Vote By Mail Voting Method. As we continue to collaborate on implementing Vote By Mail it is important and beneficial that we are all using the same systems.
4. Data Fix has familiarity with legislative standards and procedures with Newfoundland municipal elections and has been assessed from a privacy impact assessment.

BACKGROUND/HISTORY

Since January the City of Corner Brook has been collaborating with the municipalities of St. John's, Mt. Pearl, Paradise and CBS along with the MNL on planning for the 2021 Municipal Election with a particular emphasis on Vote By Mail. The City of St. John's has been using Vote By Mail since 2001, while the other collaborating municipalities will be introducing Vote By Mail in 2021.

With the exception of Corner Brook all the collaborating municipalities have used Datafix in past elections and plan to use the software service for the upcoming 2021 municipal election. In the past, Corner Brook only used in-house resources to manage Voter List data. With the decision to use Vote By Mail for the upcoming election there is a necessity of utilizing external vendor services to implement the Vote By Mail process.

In accordance with the Section 7 of the Public Procurement Policy ***a public body is not required to issue an open call for bids where :***

- There is only one source reasonably available for the commodity. A non-competitive procurement process shall be used where only one supplier is able to meet the requirement. It is important to ensure that the commodity being procured is sole source. Public bodies shall review the situation and circumstances surrounding the acquisition prior to determining whether it is sole source or not. Where necessary the procurement official shall conduct research to ensure the commodity required is only available from one source. Sole source justifications shall be documented and maintained on the purchase file.
- ***the public body determines that a situation of urgency exists and the acquisition of the commodity cannot reasonably be made in time by an open call for bids.*** The policy further recommends obtaining competitive prices if time permits. Given the short time frame to implement the vote by mail option (approved by Council March 1, 2021), it is recommended to sole source the service based upon the rationale above. This is particularly pertinent given that we are in a pandemic and two-thirds of our staff are new to the entire election process. Additionally, Vote By Mail will require a stronger communication focus which will demand additional staff time compared to previous elections. Finally, there are synergies to using Vote By Mail for the 2021 election given that all the collaborating municipalities we are working with are utilizing the system.

VOTE BY MAIL ELECTINO SERVICES

1. **VoterView List Management**

VoterView is web-based and includes tools to cleanse the voters' list, to manage elector revisions, to perform web-based strike-offs in the polls, and to generate reports. The VoterView application platform includes, but is not limited to the following functionality:

- o Preparation and load of all data products provided by Elections NL
- o Preparation of a customized database in VoterView for the City
- o Fully Integrated Data Cleansing tool that enables real-time address correction, duplicate identification and name anomalies processes
- o Role-Based User Permissions - over 40 individual permissions can be configured
- o Data security and audit capabilities – creates an audit trail of all users' activities
- o Full capability to search, add, delete or change elector information
- o Web-based electronic voter strike-off
- o Comprehensive suite of election related reports and extract functionality
- o Candidate Management
- o Voting Location Management

2. **Online Voter Services (OVS)**

The Online Voter Services (OVS) will allow voters within the City to check the Voters' list to ensure they are registered to vote, determine who their candidates are and where or how to vote. Based on a query from a voter, a "Yes" or "No" confirmation will be provided.

3. **Vote by Mail (VbM) on Demand**

All VbM kits include: Outgoing envelope, Declaration/Instruction Letter, Composite Ballot, Secrecy Envelope and a Business Reply Envelope.

For the opt in/On Demand process, a kit will be mailed only to those voters who apply online, and the request has been approved by the City.

Additional/Replacement Kits

- Additional kits will be provided to the City to accommodate those voters who were not on the list at the time of the mail out or for those who may have misplaced the one mailed to them (additional procedures in relation to misplaced kits will be developed).

Vote by Mail Module


- In-take module(software): an online service for voters to request a vote by mail kit
- Uploading of
 - o Uploading of Identification
 - o Adjudication module (software): this module is used by Elections officials to review/approve/reject and process incoming VBM requests
 - o Public Facing Status page
 - o Kit processing (a subset of the adjudication module): Elections officials can use this software to scan the returned kits, approve or reject them (these steps can be staggered depending on the process).

Fees

The associated fees are outlined below. All associated costs fall within the approved provincial thresholds for sole source from the public procurement act.

*Additional modules may be considered if/as required.

Fees for Services (excluding taxes and postage)	\$
Online Voter Services	\$3,100
Vote by Mail Fulfillment	21,000 (note: estimated 7,000 kits at \$3/kit)
Vote by Mail on Demand Module	\$5,000
Candidate Access Portal	\$2,500
Estimated Costs*	\$31,500

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Bag-a-Day Cleanup Initiative	
Report Information	
Department: CEDP	Report No:
Presented By: Darren Charters	Attachments:
	Meeting Date: 2021-04-26

Topic: This report is intended to serve as an update to Council and the public regarding a new "Bag-a-Day" community cleanup initiative.

Background: The Bag-a-Day initiative is intended to encourage residents to take pride in their community by cleaning up our City streets. Throughout the month of May, residents who take to cleaning up trash and litter from City streets can be entered to win a cash prize of \$1500.

City social media and website will post information on routes and areas that need cleaning and special focus. Residents can then go out with members from their bubble, and clear trash and litter from the sides of the roadway. Litter must be placed in clear garbage bags, and no regular household garbage will be accepted with this program. The bags of litter can be left by the roadside once full.


Then, by calling 637-1666, residents can register the bags for City crews to pick up. Leaving your name and contact information will give you one entry per bag of trash picked up to be entered into the grand prize draw.

Prizing is as follows: 1st prize is \$1500, 2nd prize is \$500, and 3rd prize is \$250.

This new initiative draws on the success and popularity of the City's Adopt-a-Hydrant model, and is intended as a covid-safe alternative to the previous Trash for Cash event.

Prepared by: A. King
Director: Darren Charters
City Manager: Rodney Cumby
Date: 2021-04-21

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Spring Cleanup Bulk Collection	
Report Information	
Department: CEDP	Report No:
Presented By: Darren Charters	Attachments:
	Meeting Date: 2021-04-26

Topic: This report is intended to serve as an update to Council and the public regarding the spring cleanup bulk garbage collection program.

Background: Spring Cleanup Bulk Collection programming for 2021 is scheduled for the first two weeks of May. This period offers an opportunity for residents to place large, bulky items to the curb for collection that normally would not be accepted with regular residential household garbage.

As we continue to strive for greater protection of our environment, Western Regional Waste Management has asked residents and the City to ensure that, like household garbage and recycling, bulk garbage is properly sorted before coming to the landfill. In order to maintain compliance, the City is asking residents to respect a slight change in Bulk Collection programming than was initially published in the 2021 residential garbage schedule:

Week 1, May 3rd-7th 2021, will now be changed from extra bag collection, to bulk item collection. Residents are instructed to place bulky items to the curb in properly sorted piles. One pile should include metal items such as refrigerators, small automotive parts, air conditioners, etc. The second pile should include household bulky items such as furniture, lawn furniture, grass clippings, or branches.

Week 2, May 10th – 14th 2021, will now be changed to the extra bag collection. Residents are asked to place bulky items which would fit in regular clear garbage bags to the curb. This includes textiles like old clothing or curtains, glass items which are safely packaged and marked, non-recyclable plastics, and small appliances.


For any questions about specific cases of how an item should be sorted, or whether or not it is accepted at the landfill, residents are advised to contact Western Regional Waste Management by calling 632-2922, or visiting wrwm.ca

Prepared by: A. King
Director: Darren Charters
City Manager: Rodney Cumby

	City of Corner Brook Information Report (IR)
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Date: 2021-04-21

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: IMSP Consultation Kick Off	
Report Information	
Department: City Planning	Attachments:
Prepared By: Ryan Butt	Council Meeting Date: April 26

Topic: The Integrated Municipal Sustainability Plan update will formally begin on Wednesday, April 28th.

Background: On April 28, 2021 the City of Corner Brook and Upland Consulting will be holding a virtual Information session to launch *Corner Brook: Planning Together*. This will be a year-long project aimed at developing the next Integrated Municipal Sustainability Plan (IMSP). This launch is intended to provide information about the process, establish expectations and introduce the consultants. A link to the project launch is available on the City's [Facebook Page](#) or the project website, www.cornerbrookplan.ca.

Over the next year, the City will work closely with residents, businesses, and other community members to develop a plan with the goal of supporting and enhancing the environmental, economic, social, and cultural sustainability of Corner Brook. This collaboration will be essential, and there will be many opportunities for the public to contribute and provide feedback over the next year.

Prepared by: Ryan Butt
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 21, 2021

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Griffin Drive Artwork Project	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Proposal
Prepared By: Glenda Simms	Council Meeting Date: April 26, 2021

Issue: Council approval is required to award the Griffin Drive Artwork project to IOTA Studios institution representing artists Jordan Bennett and Marcus Gosse.

Background: An RFP for this project was called on February 11th 2021 and closed on March 11th 2021. Only one (1) proposal was received from IOTA studios.

The team consists of two [REDACTED] artists Marcus Gosse and Jordan Bennett, who will work closely with Mireille Bourgeois of the IOTA Studios Inc. to deliver a mural and celebration project for the Griffin Drive Crow Gulch public art opportunity. This project will complement the downtown beautification initiative as part of the ACOA funded DUDAP project.

Recommendation: After reviewing the attached proposal, it is the opinion of staff that having the artists create and install artwork at the specified location on Griffin Drive, would be an asset to the City of Corner Brook downtown beautification initiative.

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

Be it resolved that the Council of the City of Corner Brook approve an agreement with IOTA Institute representing Jordan Bennett and Marcus Gosse for the Griffin Drive Art Project at the cost of \$31,072.00 HST included.

Options:

1. That the Council of the City of Corner Brook approve an agreement with Iota Institute representing Jordan Bennett and Marcus Gosse for the Griffin Drive Art Project at the cost of \$31,072.00 HST included.
2. That the Council of the City of Corner Brook not approve an agreement with Iota Institute representing Jordan Bennett and Marcus Gosse for the Griffin Drive Art Project at the cost of \$31,072.00 HST included.

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: In house council drafted agreement

Governance Implications: NA

Budget/Financial Implications: Budget line 1250-64850

Environmental Implications: NA

Prepared by: Glenda Simms
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 21 st , 2021

Additional Comments by City Manager:

*Pages 67-96 withheld RFP pending ATTIPA review

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Code of Conduct	
Report Information	
Department: City Manager	Attachments: Draft Code of Conduct with comments, Legal Memo
Prepared By: Rodney Cumby, City Manager	Council Meeting Date: April 26, 2021

Issue: Code of Conduct Policy being brought forward for Council approval.

Background: On March 1, 2021, Council was presented with a Draft Code of Conduct for their review and adoption. A number of questions were raised with respect to the proposed "Code of Conduct", particularly regarding the legality of the document as it was currently presented.

Council requested that a legal review be completed to address their concerns. The City Manager subsequently initiated a legal review as requested.

The revised code of conduct with comments from the City Solicitor, is attached for Council to review.

Proposed Resolution: Be it **RESOLVED** that Council adopt the revised "Code of Conduct" as presented.

Recommendation: Given that the revised "Code of Conduct has reviewed the legal concerns and has presented their findings. I recommend that Council adopt the revised Code of Conduct as presented.

Options:

1. Adopt the Code of Conduct
2. Ask staff to review this matter further

Legal Review: Legal Memo Attached

Governance Implications: Code of Conduct Policy

Budget/Financial Implications: N/A

Environmental Implications: N/A

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Rodney Cumby, City Manager
Director: N/A
City Manager: Rodney Cumby, City Manager
Date: April 8, 2021

Additional Comments by City Manager:

Code of Conduct for Mayor and Councillors Policy

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 the elected representatives of their community and a procedure for the investigation and enforcement of those standards.

Definitions:

The following words when used in this Policy shall have the following meanings unless otherwise indicated:

1. The “City” shall mean the City of Corner Brook as incorporated & continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*;
2. “Council” shall mean the Corner Brook City Council as incorporated and continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*; and
3. “Councillor(s)” shall include the Mayor and Deputy Mayor unless the context indicates otherwise.

Representing their Constituents

Councillors shall:

- a) act honestly and, in good faith, serve the greater good of their community;
- b) perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;
- c) conduct themselves in a professional manner and refrain from any conduct that may be considered to be irregular, improper or improvident conduct of a municipal councillor; and
- d) not be derelict in their duties and make every effort to participate in the meetings of Council, committees of Council and other bodies to which they are appointed by Council.

Communicating on Behalf of the City

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

Unless Council otherwise authorizes, the Mayor is the official spokesperson for the City and Council and in the absence of the Mayor it is the Deputy Mayor. All inquiries from the media regarding the official position of the City or Council on an issue shall be referred to the official spokesperson unless otherwise referred to the City manager or other staffperson in accordance with the City’s Media Relations-News Media Policy.

A Councillor who is authorized to act as official spokesperson must ensure that their comments accurately reflect the official position and will of the City and/or Council, even if the Councillor personally disagrees with and/or voted against the official position. However, nothing herein prevents a Councillor from indicating that they voted against the official position of the City and/or Council and their reasons why.

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

No Councillor shall make a statement as official spokesperson 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.

No Councillor shall, unless authorized by Council, make any promise or offer any favour on behalf of the City, attempt to bind the City, or give direction to employees, agents, contractors, consultants or other service providers or prospective vendors to the City.

Adherence to Policies, Procedures and Bylaws

In the course of fulfilling their duties as an elected official, Councillors shall abide by all applicable laws, including those established by the Government of Canada, the Government of Newfoundland and Labrador and the Regulations of the City of Corner Brook including but not limited to the following & any similar or successor legislation:

1. *City of Corner Brook Act RSNL 1990 ch.C-15*, including those provisions respecting conflicts of interest, dereliction of duties & tax arrears;
2. *Criminal Code of Canada RSC 1985 c. C-46*, including those provisions respecting influence peddling, hate propaganda, harassment, defamatory libel, sedition, and uttering threats;
3. *Municipal Affairs Act SNL 1995 Ch. M-20.1* including those provisions restricting councillors from acting in an irregular, improvident, or improper manner;
4. *The Constitution Act 1982* (the Canadian Charter of Rights & Freedoms);
5. *Human Rights Act, 2010 SNL 2010 Ch. H-13.1; and*
6. *Access to Information and Protection of Privacy Act, 2015 SNL 2015 Ch. A-1.2*

A Councillor must not encourage disobedience of any Regulation 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 treat one another in a respectful and professional manner befitting of a municipal Councillor.

In interactions with employees and contractors of the City, Councillors shall comply with all contracts/collective bargaining agreements that are in place between the City and its employees/contractors, and shall comply with all policies of the City, including but not limited to those policies & contract/collective bargaining provisions that provide for respectful workplaces that are free from harassment and bullying.

No Councillor shall act in the course of their duties in a manner that is discriminatory to any individual based on the person's race, colour, nationality, ethnic origin, social origin, religious creed, religion, age, mental or physical disability, disfigurement, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income and political opinion.

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 or 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 shall comply with the statutory duties prescribed in 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 and free from considerations that would result in a judicial finding of influence peddling and/or abuse of power.

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 shall be transparent and accountable with respect to all expenditures and strictly comply with all municipal regulations, 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; and
 - d. provide the Council and the Respondent, the results of their investigation.
- f) Subject to any requirement to release documents and information under the Access to Information and Protection of Privacy Act and any similar or successor legislation or requirement of law, 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 Council shall issue a letter of reprimand addressed to the Councillor and Council may take such other corrective measures as may be available

through the provisions of the City of Corner Brook Act, Municipal Affairs Act, or such other legislation or legal remedies as may be applicable to the matter, including but not limited to:

- a. reporting the matter to Municipal Affairs;
- b. requesting the Councillor to submit a written apology regarding the breach to Council and/or the Complainant;
- c. censuring the Councillor who committed the breach;
- d. suspending or removing the Councillor from Council committees and bodies to which Council has the right to appoint members; and
- e. withdrawing any recommendations Council has made for appointment of the Councillor to external bodies.

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 subject to any legal duty to disclose, including but not limited to requirements pursuant to the *Access to Information and Protection of Privacy Act*.

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; or
- b) obstruct Council, or any other person, in carrying out the objectives or requirements of this policy.

*Pages 105-116 redacted - Solicitor and client privilege

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Revision of the Recreational Vehicles Regulation, 2019	
Report Information	
Department: Protective Services	Attachments:
Prepared By: Todd Flynn	Council Meeting Date: April 26, 2021

Background: In the spring of 2019, the City of Corner Brook revised its Recreational Vehicle Regulations to allow some City streets for ATV access. In 2020, the program was expanded to include more streets to gain access to the City’s amenities by ATV riding customers. In 2021, The City conducted a survey and a public consultation relating to the proposed revisions to the regulations.

Issue: The City conducted a public consultation on this motion and learned from the general comments that residents want the ability to ride from their homes to a designated route or trailhead.

Proposed Resolution: Be it RESOLVED that pursuant to the powers vested in it by virtue of Section 44, 188, 201, 202, and 271 of the City of Corner Brook Act, 1990 and section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby repeals the Recreational Vehicles Regulation 2019, by and replaces with Recreational Vehicle Regulations 2021 that:

- Revises Schedule A to include Lundrigan Drive;
- Adds the ability for the City to issue Access Permits to residents;
- Enables the extension of the riding season;
- Enhances enforcement measures.

Recommendation: After the two public consultations (survey and consultation period), City staff learned that residents want more access to the designated route and trail systems, a longer riding season, and more enforcement measures for violators, mainly recklessly driven dirt bikes. Based on this information, staff recommend the regulation changes.

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

1. Proceed with the original Motion to enact as proposed.
2. Proceed with a revised motion that enacts lesser revisions.
3. Cancel the motion and not revise the regulation.

Legal Review: Reviewed by City Legal Dept.



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

Governance Implications: N/A

Budget/Financial Implications: There will be more signage required on the new permitted street if the motion is approved.

Environmental Implications: N/A

Prepared by: Todd Flynn

Director: Todd Flynn

City Manager: Rodney Cumby

Date: April 23, 2021

Additional Comments by City Manager:

CITY OF CORNER BROOK RECREATIONAL VEHICLES REGULATION 2021

Pursuant to the provision of section 10 Motorized Snow Vehicles and All-Terrain Vehicles Act, R.S.N.L 1990 c. M-20 and sections 44, 188, 201, 202, & 271 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the 26th day of April, 2021, hereby passes and enacts the following regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation 2021.

Definitions

2. In these Regulations:
 - a. "All-terrain vehicle" means a wheeled motorized vehicle, excluding a two wheeled vehicle, designed or adapted for off-road use;
 - b. "City" means City of Corner Brook;
 - c. "Council" means Corner Brook City Council;
 - d. "Designated route" means any highway or public pathway approved by Council for all-terrain vehicle use and set out in Schedule A;
 - e. "Director" means the Director of Protective Services;
 - f. "Enforcement officer" means a municipal enforcement officer as defined by the *City of Corner Brook Act R.S.N.L. 1990 ch.C-15 as amended* or a peace officer as defined by the *Highway Traffic Act*;
 - g. "Highway" means any public highways, streets, roads or roadways, assumed and maintained under the ownership and jurisdiction of the City of Corner Brook;
 - h. "Highway Traffic Act" means the Newfoundland and Labrador Highway Traffic Act RSNL 1990 Chapter H-3 as amended;

- i. "Motorized snow vehicle" means a tracked vehicle, commonly known as a snowmobile, where the driver sits astride a seat and which is designed for operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;
- j. "Motorized Snow Vehicles and All-Terrain Vehicles Act" means the Newfoundland and Labrador Motorized Snow Vehicles and All-Terrain Vehicles Act, RSNL 1990 Chapter M-20;
- k. "Public pathway" means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;

Designated Routes

- 3. All-terrain vehicles, as defined by these regulations, are permitted to be used on any highway or pathway set out in Schedule A provided that they are operated in the manner as set forth in these Regulations.

Prohibited Routes

- 4. No person shall operate, use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City that is not on a designated route prescribed in Schedule "A" unless they have a valid permit from the City issued in accordance with regulation 5 herein and the all-terrain vehicle is operated in compliance with all conditions, specifications, and restrictions prescribed by that permit.

Permit to Deviate from the Designated Routes

- 5.
 - a. Persons who otherwise qualify to operate an All-Terrain Vehicle in accordance with these Regulations and in accordance with all other laws applicable to operation of an All-Terrain Vehicle within the Province of Newfoundland and Labrador may make application to the City to obtain a permit to operate, use or permit to be used, an all-terrain vehicle on a

highway or public pathway within the City that is not on a designated route prescribed in Schedule “A” for the sole purpose of travelling to or from a designated route or trailhead.

- b. An application for permission to deviate from the designated route shall be made only by the Owner of the All-Terrain Vehicle and every application shall be in the form prescribed by the City and shall include such documents or other information as the City may require and shall be accompanied by the permit fee required by the City as set forth in the City’s annual budget.
- c. Persons with a valid permit to deviate from a designated route must keep their permit on their All-Terrain Vehicle all times during operation of their All-Terrain Vehicle on a non-designated route and shall immediately present the permit at the request of an Enforcement Officer. Persons who are operating an All-Terrain Vehicle pursuant to a permit to operate in an undesignated route must abide by all conditions and restrictions set out in their permit, including but not limited to following the route prescribed in their permit.

Snowmobiles

- 6. No person shall use or permit to be used a motorized snow vehicle on any highway within the City.

Rules of Operation

- 7. No person shall operate an all-terrain vehicle upon a City highway unless:
 - a. that person travels upon the designated route as outlined in Section 3 of these regulations or the route prescribed by a permit issued pursuant to Section 5 of these Regulations;
 - b. the vehicle and its driver operate in accordance to the *Motorized Snow Vehicles and All-Terrain Vehicles Act* ;
 - c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
 - d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;

- e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
- f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;
- g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

Rules of the Road

- 8. Unless otherwise stated in these regulations, the driver of an all-terrain vehicle shall adhere to the “rules of the road” as described in Part V of the Newfoundland *Highway Traffic Act* or any similar or successor legislation.

Times of Operation

- 9. No person shall operate an all-terrain vehicle on a Highway located within the City outside of the season prescribed annually by Council resolution for operation of All-Terrain vehicles within the City. In the event that Council does not resolve to prescribe a season under these Regulations in any given year, the season shall commence on the 1st day of May and end on the 15th day of November. .
- 10. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

Signage

- 11. Council may erect Warning, Cautionary, Directional, Limiting or Prohibiting signs as to the operation of all-terrain vehicles and the operator of any vehicle who fails to obey such signs is guilty of an offence under these regulations.

Penalty

12. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Motorized Snow Vehicles and All-Terrain Vehicles Act RSNL Ch.M-20 as amended, the motorized Snow Vehicles and All-Terrain Vehicles Regulations NL 1163/96 as amended, Highway Traffic Act RSNL 1990 ch. H-3 as amended*, or any other Provincial Statutes or Regulations or similar or successor legislation, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended. The City may also, where applicable, proceed by way of issuance of a Violation Ticket under the *Motorized Snow Vehicles and All-Terrain Vehicles Regulations NL 1163/96 as amended*.

Exemption

13. These regulations do not apply to vehicles owned and operated on behalf of the Council or those operated by Emergency and or Enforcement Services and other persons who are exempt by the provisions of the Motorized Snow Vehicles and All-Terrain Vehicles Regulations 1163/96.

Coming into Force and Repeal

14. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulation 2019 is hereby repealed upon the coming into force of these Regulations.

IN WITNESS WHEREOF this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this ____ day of April, 2021.

Mayor

City Clerk

Published by The Western Star –

First Reading –

Second Reading –

Schedule "A"

Permitted All-Terrain Vehicle Routes

All-Terrain Vehicles are permitted to travel on or along the following highways:

- Riverside Drive, west from intersection of the Northshore Highway;
- Main Street;
- Herald Avenue;
- Broadway;
- Pier Road;
- Griffin Drive;
- Petries Street (from the intersection of Curling Street to the intersection of Hilliards Road);
- Hilliards Road;
- Confederation Drive;
- Massey Drive;
- Lundrigan Drive.

All-Terrain Vehicles are permitted to travel on or along the following public pathways:


- Trail between the end of Pier Road and Griffin Drive.

Schedule "B"

Permit and Fees

Sample Permit:

Front

	
2021 SEASON ATV PERMIT	
Driver/s	John Doe Jill Doe
Permitted Route	Shamrock Crescent to Rose Street to Sunnyslope Drive to Lundrigan Drive and return.
Restrictions	
Make / Model	2018 Polaris RZ800
Registration Plate No.	VAB 123

Back

In accordance with Section 5 of the City of Corner Brook Recreational Vehicles Regulations, permission is hereby granted to the named licensed Driver/s to operate the noted registered and insured all-terrain vehicle to and from the City of Corner Brook Designated Recreational Vehicle Route via the Permitted Roadways from:
June 01st to October 31st, 2021.

Permit Fee: \$25.00 (Subject to change in subsequent annual council budget)

Each additional driver: \$10.00

Replacement of loss permit: \$15.00



Title: Issuing of Permits to Operate Recreational Vehicles off the Designated Route	Internal/External: Internal
Department: Protective Services	Policy Number:
Approval Date:	Implementation:

1.0 BACKGROUND

In accordance with Section 5 of the City of Corner Brook Recreational Vehicle Regulation 2019, the Director or their Designate may issue a permit to operate an all-terrain vehicle on a roadway other than the designated route to residents who live in proximity of the route or trailhead.

2.0 OBJECTIVE/PURPOSE

To establish a standardized risk based evaluation process for persons who are requesting to operate a recreational vehicle on a City street to access the designated route.

3.0 SCOPE

This Policy guides the evaluation process of the Director or their designate when issuing a permit to a person requesting to operate an All-Terrain Vehicle off the designated route within the City of Corner Brook.

4.0 APPROVAL AUTHORITY

In accordance with Section 5 of the City of Corner Brook Recreational Vehicle Regulations 2021, the Director or Designate may issue a permit to operate an All-Terrain Vehicle on a roadway other than the designated route to some of its residents who live in proximity of the route.

5.0 EXCLUDED STREETS

The City will refrain from issuing permits that include streets or portions thereof that experience high traffic volume and or have less favourable road conditions including but not limited to:

- West Valley Road from Humber Park intersection to Confederation Drive;
- Caribou Road from Wellington Street intersection to Broadway;
- O'Connell Drive from West Valley Road to the intersection of Bliss Street.

6.0 ASSESSMENT PROCESS

When a person requests a permit to operate off the designated ATV route, the City of Corner Brook will assess the request based on the safety risk presented by an ATV travelling along the requested route. Consideration will be given to:

- a. the distance that will be travelled to or from the designated route;
- b. the traffic behaviour and volume of the roadway requested to be travelled upon;

- c. The number of intersections to be entered and traffic behaviour at those intersections;
- d. The type of ATV to be operated on the route;
- e. Driver assurance to comply with all requirements of the Recreational Vehicle regulation.

To be issued a permit, the applicant's assessment result must be in LOW risk range. If the result places the applicant in the MEDIUM range, abatement must be applied to lessen the risk to LOW. Applicants that place in the HIGH risk range shall not be issued a permit. Please refer to Decision Scale in section 7.

7.0 RISK MATRIX

The risk matrix translates the general information (qualitative) into a numeric (quantitative) measure.

DISTANCE FROM DESIGNATED ROUTE	LONG (> 1500 METERS TO DESIGNATED ROUTE)	5	5	10	15	20	25
	MODERATE (> 750 METERS BUT < 1500 METERS TO DESIGNATED ROUTE)	4	4	8	12	16	20
		3	3	6	9	12	15
	SHORT (WITHIN 750 METERS OF DESIGNATED ROUTE)	2	2	4	6	8	10
		1	1	2	3	4	5
				1	2	3	4
			LOW	MEDIUM		HIGH	
			TRAFFIC AND ROUTE CONDITIONS				

8.0 DECISION SCALE

The decision scale quantifies the tolerable /acceptable level of risk.

HIGH RISK: 15-25 (RED)	DO NOT ISSUE PERMIT
MODERATE RISK 10-14 (YELLOW)	Abatements must be put in place to reduce risk to LOW in order to issue permit
LOW RISK: 1-9 (GREEN)	Proceed to issue permit

9.0 APPLYING THE MATRIX

When an applicant presents their all-terrainvehicle information and the route they plan to use to access the designated route, it is to be evaluated from a safety risk perspective.

The assessment process will quantify the “Distance from the Designated Route” category and the qualitative “Traffic and Route Conditions” by using the formula of:

Safety Risk = Distance X Traffic & Route Conditions

a. Distance

The “Distance from the Designated Route” is quantitatively determined by the actual distance that is to be traveled to get to the designated route. This distance measurement is categorized in the Safety Risk Matrix accordingly to “Short”, “Moderate” or “Long” as it compares to 1000 meters. The simple correlation being that longer the distance the ATV travels off the designated route, the higher a likelihood of a safety event occurring when off the designated route.

b. Traffic and Route Conditions

The “Traffic and Route Conditions” is qualitatively determined and based on traffic volumes, traffic behaviour, road design and condition such as line of sight, narrow width, and number of intersecting roadways and traffic volumes and behaviours on these intersecting roadways.

10.0 Examples of Applying the Matrix

Example #1:

Simon lives on Lomond place in upper townsite and is requesting a permit to leave Lomond Street to get to Confederation Drive. His route to get to Confederation includes East Valley Road, to Prince George Avenue, to the Lewin Parkway, then to Confederation Drive. Simon’s proposed route uses the Lewin Parkway which is an excluded roadway, thus we are unable to issue a permit for him to travel this route on an ATV. **(NOT APPROVED)**

Example #2:

Micheal who lives on lower East Valley Road is requesting to access the Designated Route via East Valley Road, to Hospital Hill to West Street. The route is 400 metres long, crosses 4 quiet intersections, and traffic is light to moderate and operates within the 30 km speed zones. In this case the distance falls in the “2” category and the traffic and route conditions would be a “3”. The final Safety Risk Matrix score is “6”. We would issue Micheal a permit to operate on this proposed route. **(APPROVED)**

Example #3:

Sally lives on Burtons Road and is requesting to access the route via O’Connell Drive then up Sunnyslope Drive to Lundrigan Drive. O’Connell Drive in this area is not a prohibited road but is very busy at certain times of the weekdays especially mornings from 8 am – 10am and afternoons from 2:30 pm to 5:30 pm. It is also 1.5 kms from Sally’s house to Lundrigan Drive. Sally’s route is 1500 metres long and travels streets that experience Low to Medium traffic volume at certain times of the day. Sally route has a distance score of “5” given it is more than 1000 metres. This area of O’Connell Drive and Sunnyslope experience light to medium traffic most times of the day with exception of morning and afternoon rush hours. The Traffic and Road

Condition would fall in the “2-3” category. The distance of 5 multiplied by the Traffic and Road Conditions category of “2” would calculate a Safety Risk Matrix score of at least “10”. At this point we are unable to issue a permit unless somekind of safety mitigation factor is introduced to reduce Sally’s route score below “10”. An added safety measure could be restricting Sally from operating her ATV on this route during the rush hour traffic times. This mitigation measure can be assigned a value of at least 1 to 2. Subtracting this mitigation value from Sally’s current risk level score of “10” equals 9. Sally can be issued a permit with the placement of a restriction to her permit to “not operate on this permitted route between the hours of 8 am to 10 am and 2:30 pm to 5:30 pm Monday to Friday.” **(APPROVED – WITH RESTRICTION)**

11.0 POLICY REVIEW

- a. The Director of Protective Services shall submit recommendations to change the Permit Issuing Policy to the Public Safety Committee.
- b. All Changes to this Policy require the final approval and adoption of Council.

2021 - Recreational Vehicle Regulations 2019 Public Comments

Name	Contact Info	Concern	Comment
		<p>POSITIVE on program itself</p> <p>NEGATIVE on Permit Fee</p>	<p>Great to see some new roads being opened. But I think the city is really missing out on some tourism and revenue opportunities by not opening West Valley to Confederation. For atv traffic heading in both directions, this opens up considerably more access to restaurant, shopping, and fuel services. It also allows access to and from Massey Drive and additional off-road trail networks. It's a busy route, but really no worse than many others if ridden responsibly.</p> <p>Also disappointed in the up to \$35 permit fee for residents. We too use the trails to buy gas, dine, etc in the city. Last year it was a simple and painless process for me to get my approved access from home to the route. This year I'll have to think about if it's really worth my while.</p> <p>Anyway, just wanted to share this. Would appreciate you passing this on if it's of any value.</p> <p>Will you be able to buy a permit to go to someone's home if you are from outside city?</p> <p>Is there a list of what streets you can use a permit, to access the trails?</p> <p>How much will it cost for the permit to access trail system??? And will non-residents have to pay a fee as well?</p> <p>I totally agree with the proposed changes from the date range to special permits to leave from home.</p> <p>As previous year I received a permit from you to access the atv trail from back of upper East Avenue which I left and then went down through the valley to Broadway. Upon reading the news article from the telegram I read this part as follows.... Areas where ATV use would not be permitted at any time would include West Valley Road from the Humber Park intersection to Confederation Drive, Caribou Road from the Wellington Street intersection to Broadway and O'Connell Drive from West Valley Road to the intersection of Bliss Street. Will I still be able to purchase this permit if it passes to get from my house to Broadway via the route I went last year down through the valley. Thanks for your input.</p> <p>I am writing this email to you to express how delighted I am about the proposed amendments to our beautiful cities ATV program. I</p>
		POSITIVE / Non-resident access to permits to go to a friend's house	
		POSITIVE / Non-resident fee?	
		POSITIVE	
		POSITIVE	
		POSITIVE	

		<p>was able to take part in the program in 2020. I was laid off from my job in March 2020 and was extremely worried about my well being as I live alone and suffer anxiety. I had purchased the quad just before I was laid off and planned on purchasing a truck to carry the quad but I couldn't because of my layoff.</p> <p>I was pleased to hear that I could access the Riverside drive route right my my house. This opened up the opportunity I needed to get riding. I road all over the trail networks hours a day. I experienced so much joy the summer of 2020 making the best of a bad situation. When I heard my place of work wasn't going to be opening back up under the same management I needed a way to save a much money as possible. To do this I used my quad for basically everything. I road the trails and designated streets to the grocery stores and shopping centers. This allowed me to spend less money on gas and car insurance. I was usually spending around 400 a month for Gas an car insurance. When I started to use my quad as a alternative I was only spending 150 a month.</p> <p>This allowed me to make sure that I got the things I needed while I was laid off. I don't know how I'd be able to make it the last year without the ability to access road in corner Brook on my quad. My mental health was extremely calmed by just hoping on the quad and going for a ride and not having to worry about loading up a truck and trailer.</p> <p>Keep doing what your doing with this program that has opened up more doors for the city of Corner Brook then we even know about now. I can't wait to see what happens the 2021 season!</p>
	POSITIVE	<p>We fully support the ATV access project & the proposed amendments. So much growth potential for local businesses is possible with the help of this initiative.</p>
	POSITIVE	<p>As per Mayor Parsons request for input, I am contacting you in support of the latest changes to the ATV regulations. I have always felt Corner Brook should embrace this initiative, we are after all surrounded by some of the best terrain for ATV riding anywhere. I applaud the council for recognizing this and expanding upon current regulations.</p> <p>There will always be naysayers and there will always be those who choose to not follow posted rules and signs but I believe both of these groups are in the minority.</p> <p>As food for thought, perhaps you can pass this along to council: I understand that the North Shore highway falls</p>

		<p>under provincial jurisdiction, however the City of Corner Brook and other municipalities should lobby to allow access to the trails on the North Shore. There are likely land issues and certainly some legislative issues to address but I believe it to be possible to make necessary changes. I would not be against buying some sort of permit to use such a trail system if the monies collected went to trail development (in much the same way the NLSF operates). I see great potential in adventure tourism in our region and if we approach this as a regional resource it can be marketed to a greater audience. Thank you for accepting tax payers input in this manner.</p>
	<p>Hey Todd, just reading about the new trail system and charges to use the system. Every year I battle with this. Obviously I would prefer to leave from my house instead I am paying \$250 a month to rent a storage unit so I can be on the trail system.</p> <p>Now I'm to understand, I will have to pay the city a fee as well and still not be given the access from my house? I'm so disappointed. I was told in the beginning of this to hold tight that this new trail system would help bypass the fiasco with the Kubota RTV's. Still this doesn't help me and to add to it I have to pay a fee that will give out of towners access to leave hotels and use downtown amenities that I will not have!</p> <p>Not to mention I already pay a fee to use the trails winter time. I understand that O'Connell drive is busy, but it's 4 lanes. Easily passable and no busier than marine drive or our downtown core. Tourists come in and may or may not stay at our hotels, eat at our restaurants or gas up. For myself, I've been a resident for 47 years. I pay taxes on 3 houses. I eat here. I buy gas here. I buy cars, bikes, skidoo's here. I support local every way possible. Yet it seems this atv proposal is geared towards ppl that won't spend a fraction of what I do for the betterment of my city.</p> <p>To say I'm disappointed would be putting it mildly. I felt I had to express my disappointment today.</p>	<p>Just wondering about the permits for ATV route access this year and did the route access date change to May 1 yet?</p>
	<p>POSITIVE on program itself.</p> <p>NEGATIVE on limited access and a fee.</p>	<p>POSITIVE / Open on May 01st?</p>

		<p>ATV access through Corner Brook is great, looking at some of the proposed changes I see possibly Confederation Drive will be added. My question is how would I connect from Confederation Drive to the main route along the water front?</p> <p>I believe enough roads have been opened for ATV use. While I think it is great to open roads and let people have access to the city I also can't help but think this is going to lead to somebody getting seriously hurt. It is impossible for the RNC to competently enforce these regulations for a few reasons;</p> <p>1) Machines are gone by the time an officer is dispatched and arrives.</p> <p>2) Police are not permitted to chase off road vehicles due to the machines not being designed for highway or city street use and so doing could result in serious bodily harm or death.</p> <p>3) I don't see the purpose of opening Lundrigan Dr. It does not allow anybody access to downtown nor does it give access to any trails in the operational months set out.</p> <p>I observed an adolescent drive down my street a few weeks ago on a dirt bike. He was not wearing a helmet, he only had one hand on the handlebars as his left hand was holding his cell phone and he was reading it! He was travelling approximately 50 kph. I did not report it as he was gone in seconds, much like any other infraction that happens daily. Police are already taxed to the limit.</p> <p>The people these changes are proposed for are not the issue, it is the people who flaunt the system every chance they get and the RNC just don't have the time in their already busy schedule to monitor for the public's safety.</p> <p>I fully support the current proposed amendments to the regulations. To include Lundrigan Dr. Fee for permit to access designated routes. To extend seasonal dates.</p>	<p>POSITIVE</p>		
			<p>NEGATIVE</p>		
			<p>POSITIVE</p>		
			<p>NEGATIVE</p>		

			dates and thus further restrict our reasonable expectation of enjoyment of our home for more of the year, change the time from 8am-8pm.
			<p>As an ATV family, we fully support the amendment: The addition of Lundrigan Drive to the list of designated streets. Adding a fee-for-permit to travel on undesignated streets to access the designated routes (ie: Sunnyslope residents who wish to do so would be able to apply for permit access to trails off Lundrigan Drive). Extending the season by 45 days We feel the road permit fee should be under \$50 per ATV and if a household has more than one (1) ATV a discounted price, i.e. family discount should be offered. We pay for insurance, registration, etc. so we should be able to use the roads like every other motor vehicle does. There are those who abuse the rules and regulations, as some people already do with cars and motorcycles, etc., these people are ticketed/fined when caught abusing the law. The same should apply to ATV users. Thus being said the public that are against ATV on the road, cannot or should not use the bad behaviour of some riders to ban the use of ATVs on the road, otherwise their complaints should be applied to ALL motor vehicles on the road. We look forward to getting a fee for permit this year so can access all the great trails around Corner Brook safely. The current trails that we have to take from our home, cross a busy highway in a sketchy area is not best practice for the ATV residents of Corner Brook.</p>
		POSITIVE / More Access	I communicated with you last year about getting a permit from my home on Premier Drive to access ATV trails on Confederation Drive. Is there any positive movement in this approved for 2021?
		16 Respondents 14 Positive 2 Negative (3 Negative on permit fee)	

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Town of Steady Brook Shared Water Supply System Study	
Report Information	
Department: CEDP	Attachments: CBCL Study Proposal
Prepared By: James Warford	Council Meeting Date: April 26, 2021

Issue: The City of Corner Brook requested a proposal from CBCL Ltd. to conduct a feasibility study on the Corner Brook to Town of Steady Brook shared water system.

Background: The Town of Steady Brook has had continual problems with its water supply and recently commissioned a study into ways to improve the system. One of the options coming out of that study was to connect to the Corner Brook system.

Staff has been approached by the Town of Steady Brook regarding the potential of investigating the feasibility of supplying the Town of Steady Brook from the Corner Brook water supply system. As this could potentially benefit both parties, staff requested a proposal from CBCL Ltd. to conduct a feasibility study. Besides the obvious infrastructure challenges, the capacity of the Corner Brook system to supply the needs of Steady Brook would have to be explored.

The full cost of the study is estimated at \$45,500 (Plus HST).

Full funding for this project has been approved under the Provincial Water and Wastewater Initiative Fund.

Recommendation: Staff recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook award CBCL Ltd. to conduct a feasibility study on the Corner Brook to Town of Steady Brook shared water system.

Options:

1. That the Council of the City of Corner Brook authorize staff to award CBCL Ltd. to conduct a feasibility study on the Corner Brook to Town of Steady Brook shared water system.
2. That the Council of the City of Corner Brook not award CBCL Ltd. to conduct a feasibility study on the Corner Brook to Town of Steady Brook shared water system.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications: NA

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: Special gas tax fund is %100 funding

Environmental Implications: NA

Prepared by: James Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 15, 2021

Additional Comments by City Manager:

February 8, 2021

Mr. Jim Warford, P.Eng.
Manager of Engineering Services
City of Corner Brook
PO Box 1080
Corner Brook, NL A2H 6E1

Dear Mr. Warford:

RE: Regional Water Supply – Steady Brook Servicing

Recent discussions between the Town of Steady Brook and the City of Corner Brook have identified the option of extending the existing Corner Brook water transmission system to connect with the Town of Steady Brook, thereby eliminating the continued need for the Town to operate its own treatment facilities and sources. There are several technical considerations that should initially be understood at a conceptual design level before determining how the Corner Brook system would supply Steady Brook. What follows is a CBCL scope of service to conduct a feasibility study and conceptual design for the servicing of Steady Brook with municipal water supply from Corner Brook.

1.1 Background

The City of Corner Brook owns and operates a regional water supply and treatment system that provides municipal drinking water to customers in Corner Brook as well as neighbouring Towns of Mt Moriah, and Massey Drive. The City's water infrastructure also supplies significant industrial water users, most notably Corner Brook Pulp and Paper and Barry Seafoods Inc. The source of supply for the City is Trout Pond and Corner Brook stream. The City commissioned a new 30,000 m³/day water treatment plant in 2016 to upgrade from the prior unfiltered and chlorinated water supply to a new DAF-based clarification and filtration system. As part of the new water treatment plant project, the independent water supply for Curling was decommissioned and the two systems interconnected to be fed from the new treatment plant.

The Town of Steady Brook (Steady Brook), located several kilometers east of Corner Brook owns and operates its own water supply, treatment, and distribution system. The historical source of supply for Steady Brook has been a surface water (Steady Brook) that is high in color and related organic matter, and leads to degraded drinking water quality and several parameters outside the Guidelines for Canadian Drinking Water Quality. In recent years the Town has undertaken a groundwater exploration program to supplement or replace the surface water supply in an effort

to improve water quality. A production scale well has been installed and is operating, but has insufficient yield to meet demands, and as a result the current supply is a blend of surface and ground water that continues to present treatment and water quality challenges. As a result the Town is interested in understanding the feasibility of receiving treated municipal water from the Corner Brook system to replace the existing Town sources.

1.2 Methodology

We propose to conduct the conceptual design by examining a combination of present and future water demands between the two existing systems as well as identifying servicing scenario options, complete with budgeting information, that include both over-land options and road alignment options.

1.2.1 Water Demand and Treatment Plant Capacity Assessment

Since being constructed, the City's new water treatment plant has met the water demands of the existing service areas of Corner Brook, Mt. Moriah, and Massey Drive. That said, the treatment plant has a fixed capacity of 30,000 m³/day (30 MLD) and has, at times, produced upwards of 90% of the rated capacity in a given day. Treatment facilities typically produce 50-60% of rated capacity for average day demands, with higher demands being seasonal or event-based.

Our initial task will focus on examining the historical water demands of both the Corner Brook and Steady Brook systems. For the Corner Brook system, this requires the completion of a water balance and audit for the larger City network to further delineate where existing demands are being used, and how future trends would impact water use over time. Stated differently, it would not suffice to look at only the treatment plant production total to determine where additional servicing capacity exists. We will delineate industrial demands from municipal use and examine flows within the pressure zones of the City's network to the extent possible. This will indicate the per capita demands in the City network and whether reductions in demand over time should be possible, or whether given zones are expected to grow and therefore increase City demand over time. We will utilize the hydraulic water model developed for the City in recent years to assist in our understanding of the existing demands and pressures, which will then be expanded to consider the impacts from future servicing alternatives.

For Steady Brook we will examine trends of total daily water production for recent years, and compare against typical per capita demands in the region after accounting for seasonal use and tourism needs. The average day, maximum day, and peak hour demands of the existing system will be defined at a preliminary level, such that the figures can be used to assess impacts on the Corner Brook system should Steady Brook be connected. If necessary, existing trends of water use for the Town may be adjusted to account for changes in service pressure that may result from servicing changes with Corner Brook.

1.2.2 Conceptual Servicing Scenarios

This task includes the identification and initial definition of the technical features applicable to linear infrastructure options for connection of the Corner Brook transmission system to the Steady Brook distribution system. The options identified in this task may include a new over-land route from the City's treatment plant; a highway route from Confederation Drive; an extension of the City's system from Riverside Drive; or other options identified in the study. The options assessed will be identified from a combination of proximity (shortest distance) between the two systems, but will also consider hydraulic capacity, reliability, and water quality.

The conceptual servicing scenarios will consider whether all demands from Steady Brook are met by existing storage and new transmission capacity, or whether the Town should consider a separate reservoir to provide balancing storage or fire storage. Redundancy considerations will also play a role in considering needs for new storage and/or the continued maintenance of the existing Town sources as backup supplies.

Each servicing scenario will be evaluated at a level sufficient to define technical features and assignment of an initial capital budget. We do not plan to undertake any survey or geotechnical investigations as part of this phase and will rely on existing mapping data and assumptions for the generation of quantities used in the costing exercise.

1.3 Deliverables

We will prepare a design report including tabulation and technical analysis of the information above. We will include sketches and related data for the conceptual options and will produce a water audit of the City's system showing usages by zone and major industry. The report will be provided in draft initially, and presented to the City and the Town, as well as the Department of Environment, Climate Change, and Municipalities; and the Department of Transportation and Infrastructure.

During the project we will meet with representatives of the Town and the City as needed to collect data and discuss technical features. We will update municipal representatives upon request. Our project staff will conduct field assessments as conditions warrant. Travel restrictions and impacts of COVID 19 will limit meetings, initially, to virtual communication in anticipation that in-person meetings may be possible before the study is concluded.

1.4 Management, Administration and Cost

The project will be managed by Greg Sheppard, P.Eng. with technical support from Mike Chaulk, P.Eng. and supporting project staff located in St. John's and Halifax. Greg has led the engineering development of several large water distribution system upgrades in the City, including the development the existing hydraulic model. Mike served in the role of Owner's Engineer for the

Mr. Jim Warford
February 8, 2021
Page 4

City's water treatment plant and was involved in all aspects of the treatment plant development, from concept through commissioning. Mike has also assessed the Town's existing surface water supply in Steady Brook in the past and is aware of the Town's existing infrastructure arrangement.

The proposed project cost is defined by major task below in Table 1. We propose to complete the project on a lump sum basis for a total cost of \$51,750 including HST.

Table 1. Proposed Engineering Fees and Expenses

Item	Cost
Water Demand and Capacity Assessment	\$20,000
Servicing Scenarios	\$15,000
Management and Reporting	\$7,000
Expenses	\$3,000
Total (excluding HST)	\$45,000

We are available to initiate the work scope immediately upon approval and anticipate the assignment will take 6-8 months to complete. The availability of historical flow data from the Town, and operating data by pressure zone for the City are key features in the timing to compete the work, which we expect will take some time to receive. That said, there are aspects of the project that will advance sooner, and interim reporting may be available sooner. We look forward to working with both the Town and City in developing the further regionalization of the water supply in a viable and sustainable manner.

Please contact the undersigned with any questions or follow up.

Yours very truly,

CBCL Limited

Prepared by:
Mike Chaulk P.Eng., M.A.Sc.
Manager- Process Engineering
Direct: 902-223-6683
E-Mail: mikec@cbcl.ca

Reviewed by:
Greg Sheppard, P.Eng.
Senior Civil Engineer

CC: Tracy Caines – Town of Steady Brook

Project No: 218300.00

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Margaret Bowater Park Canteen Contract	
Report Information	
Department: Recreation Services	Attachments: Canteen Contract
Prepared By: Jessica Parsons	Council Meeting Date: April 26, 2021

Recommendation: To approve that the City of Corner Brook enter into a formal agreement for the calendar year of 2021-2025 with the Humber Valley Employment Corporation to supply canteen services in the Margaret Bowater Park building for the months of July and August for a five-year term.

Issue: *The Humber Valley Employment Corporation is looking to provide canteen services during the months of July and August within the Margaret Bowater Park building.*

Background: *Humber Valley Employment Corporation has offered canteen services at the Margaret Bowater Park building since 2011 and the contract has been renewed every five years.*

Budget/Financial Implications: Two \$1000.00 installments for rental fees will be paid by Humber Valley Employment Corporation, one in July and one in August of each calendar year.

Environmental Implications: Contract includes providing food and beverage services to the public while meeting Public Health and Service NL guidelines.

Prepared by: Jessica Parsons
Director: Dale Park
City Manager: Rodney Cumby
Date: April 23, 2021

Additional Comments by City Manager:

MARGARET BOWATER PARK CANTEEN

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

BETWEEN THE CORNER BROOK CITY COUNCIL, a body corporate established under Section 6 of the City of Corner Brook Act, Chapter 39 of the Revised Statutes of Newfoundland, 1980, hereinafter called "The City".

AND THE HUMBER VALLEY COMMUNITY EMPLOYMENT CORPORATION,
hereinafter called "The Concessionaire".

AND WHEREAS the City wishes to have a canteen service provided at Margaret Bowater Park;

AND WHEREAS the Concessionaire wishes to exclusively provide canteen services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions herein set forth, and on the part of the Concessionaire to be observed and performed, the City hereby grants unto the Concessionaire the right (hereinafter called the "concession") to sell foods and beverages, other than spirituous, fermented or intoxicating liquors, together with the use of the present equipment in that part of the concession building located on the south side of O'Connell Drive and more particularly shown on the plan attached hereto as Schedule "A" and dedicated at present to the sale of foods and beverages, which building is hereinafter referred to as "the concession building" for the period of June through September.

Concessionaire paying therefore to the City the sum of Two Thousand dollars (\$2,000.00) due and payable in two installments of One Thousand dollars (\$1,000.00) on the first day of July and the first day of September in each year of Agreement. For the consideration aforesaid and the further covenants and conditions herein contained, the parties do hereby covenant and agree that:

Humber Valley Community Employment Corporation
P.O. Box 415
Corner Brook, NF A2H 6E3

This agreement shall be for a term from June 1, 2021 to September 30, 2025

THE CITY SHALL:

1. Maintain the existing water supply at the Park for the use of the public from June 1st to September 30th in each and every year hereunder;
2. Ensure the concession building is maintained for annual start up operations and annual facility shut down.

THE CONCESSIONAIRE SHALL:

4. Be responsible for the start up and shut down activities related to the canteen service area and related equipment
5. Not assign or transfer the concession, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and uncontrollable discretion;
6. At its own expense obtain all licenses and permits that may be required for and in connection with the exercise of the concession and the Director of Community, Development & Planning, or his duly authorized representative, shall have the right to enter the concession building at any time for any reason;
7. At all times observe and comply with the endeavor to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the concession building and/or the use of the concession building, or any part thereof;
8. The Concessionaire shall comply with all Public Health Orders issued under the Public Health Protection and Promotion Act, SNL 2018 Ch. P-37.3 and any similar or successor

legislation, and abide by all alert levels, guidelines, and recommendations of the Chief Medical Officer, Service NL and City of Corner Brook regarding COVID-19.

9. Not put up or exhibit or permit or allow to be put up or exhibited in or on the concession building any sign, notice, notice board, painting, design or advertisement without the consent in writing of the Supervisor of Recreation Services of the City first had and obtained;
10. At its own expense, keep and maintain the concession area in a clean, sanitary, attractive condition that is satisfactory to the Supervisor of Recreation Services of the City and the Department of Health and Community Service for the Province of Newfoundland & Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish accumulating in connection with the exercise of the concession;
11. Notify the City immediately with respect to any damage occurring to the concession building or the equipment therein;
12. Sell only foods and beverages customarily sold to the public from this concession building as approved by the Supervisor of Recreation Services; and where available and appropriate provide a selection of healthy choice items as per the Canada Food Guide;
13. Allow the Supervisor of Recreation Services of the City and the Medical Health Inspector of the Province of Newfoundland & Labrador, to inspect at any time the quality of the foods and beverages offered for sale pursuant to the concession, and the manner in which the same are prepared, kept and served, and make sure change or changes in respect thereto as the said Supervisor of Recreation Services and/or Medical Health Officer shall in their opinion or the opinion of either of them consider desirable;
14. Offer for sale or withdraw from sale as the case may be, pursuant to the concession, any kind of foods or beverages that may be designated by the Supervisor of Recreation Services of the City
15. Not sell or allow to be sold pursuant to the concession any refreshments in glass containers or bottles;

16. Prohibit the sale or dispensing of any intoxicating, alcoholic or fermented ale, wine, liquor or spirits or the consumption of same in the concession building without the permission of the Supervisor of Recreation Services;
17. Sell all refreshments offered for sale pursuant to the concession, at not more than prevailing prices therefore and during such hours as are satisfactory to the Supervisor of Recreation Services of the City;
18. Post all food and beverages sold and prices therefore together with hours of operation on the premises;
19. Indemnify the City and each of its servants, employees and agents from and against all actions, suits, claims and demands which may be brought against or made upon the City, its servants employees and agents, or any of them, and from and against all loss, costs, charges, damages and expenses which may be incurred, sustained or paid by the City, its servants, employees and agents, or any of them, arising out of the exercise of the concession, the consumption of foods and beverages pursuant thereto or the use and occupation of the concession building or the land on which it is located;
20. Keep in force public liability insurance in an amount not less than Two million dollars (\$2,000,000) for each occurrence, and provide a Certificate of such insurance in force to the Supervisor of Recreation Services of the City prior to occupancy of the concession building;
21. All fire extinguishing systems must be checked annually by authorized personnel.

AND THE PARTIES AGREE:

22. If at any time the Concessionaire is in default in the performance of any of the covenants and agreements therein set forth to be performed by the Concessionaire, and such default continues for fifteen (15) days after the receipt by the Concessionaire of notice in writing from the Supervisor of Recreation Services of the City setting out the

particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of the Concessionaire hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to the Concessionaire of any moneys whatsoever by reason of such termination or otherwise howsoever, provided that any notice required under this paragraph shall for all purposes be deemed to have been sufficiently and properly given if forwarded by registered mail and addressed to the Concessionaire at the following address:

Humber Valley Community Employment Corporation
P.O. Box 415
Corner Brook, NF A2H 6E3

22. If, in the opinion of the City, the use of the concession building presently dedicated to this concession should be altered or changed, then either party may on thirty (30) days written notice, terminate this agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed the day and year first before written.

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

MAYOR

CITY CLERK

Signed, seal and delivered by the Concessionaire in the presence of THE CORPORATE SEAL of the Corner Brook Baseball Association was hereunto affixed in the presence of:

Witness

DRAFT

	<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 on Carberry's Road	
Report Information	
Department: Land Management	Attachments: Draft Purchase & Sale Agreement, Drawing
Prepared By: Brandon Duffy	Council Meeting Date: April 26, 2021

Issue:

The owner of 59 Carberry's Road has requested to purchase land from the City of Corner Brook.

Background:

Land Management was approached by the owner of 59 Carberry's Road and requested to purchase City land located behind to their current property. Currently a portion of the City land is being lease and used by the owner of 59 Carberry's Road with the other portion being vacant and undeveloped. The land in question has an approx. area of 1,092m² (11,754 ft²).

The City land is located within the future MacDonald Brown Subdivision. Therefore the resident must purchase the full potential lot from subdivision so it's not to land lock any other land.

Due to City policy this land was also offered to the neighbor at 57 Carberry's Road due to the resident sharing a boundary with the City land, but the resident informed the City they were not interested.

The purpose for the potential land sale is for the resident to build a garage/shed.

The resident will be responsible to consolidate the City land with their current piece at 59 Carberry's Road and if a survey is required to complete the sale then it will be the responsibility of the purchaser.

Options:

1. Sell the Land
 - Advantage: Land will be maintained and will generate 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 revenue from the sale and taxation

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

Staff recommends Council approve the sale of City land to the owner of 59 Carberrys Road for land located on Carberrys Road.

It is **RESOLVED** to approve the execution of the purchase and sale agreement between the City of Corner Brook and owners of 59 Carberrys Road for City land on Carberrys Road.

Governance Implications:

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 \$110,000

Prepared by: Brandon Duffy
Director: Dale Park
City Manager: Rodney Cumby
Date: April 23, 2021

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 Seller")

AND

Resident, a resident of the City of Corner Brook (hereinafter referred to as "the Buyer")

WHEREAS the Seller own property located to the rear of 59 Carberry's Road 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 Seller hereby agree to sell and the Buyer agrees to purchase the Property located to the rear of 59 Carberry's Road 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 One Hundred and Ten Thousand Dollars (\$110,000.00) 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 Eleven Thousand dollars (\$11,000.00) payable to the Seller 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 25th day of June, 2021 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

4. The Seller 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 Seller, which the Seller 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 Seller.

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 Seller, 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 Seller on closing and the Seller will arrange registration of the original Deed which would then be delivered to the Buyer immediately upon the Seller 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 Seller 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 Seller 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 59 Carberry's Road property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Seller

SURVEY

8. The Seller 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.

CONDITIONS

9. The Buyer agrees that the Property will not affect the development or sale of the adjacent lots located in the further MacDonald Brown Subdivision

TENDER

10. Any tender of documents to be delivered or money payable hereunder may be made upon the Seller 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller under the provisions of this Agreement within thirty (30) days of the Seller 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 Seller may commence legal action to collect the sums owing and the Buyer shall pay any and all costs and expenses the Seller incur, including but not limited to the cost of the Seller' 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 Seller 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 Seller of any default, breach or non-observance of any of the Buyer's obligations under this Agreement at any time shall affect the Seller' 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 Seller 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 Seller 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
59 Carberry's Road
Corner Brook, NL
A2H 7J3

- 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

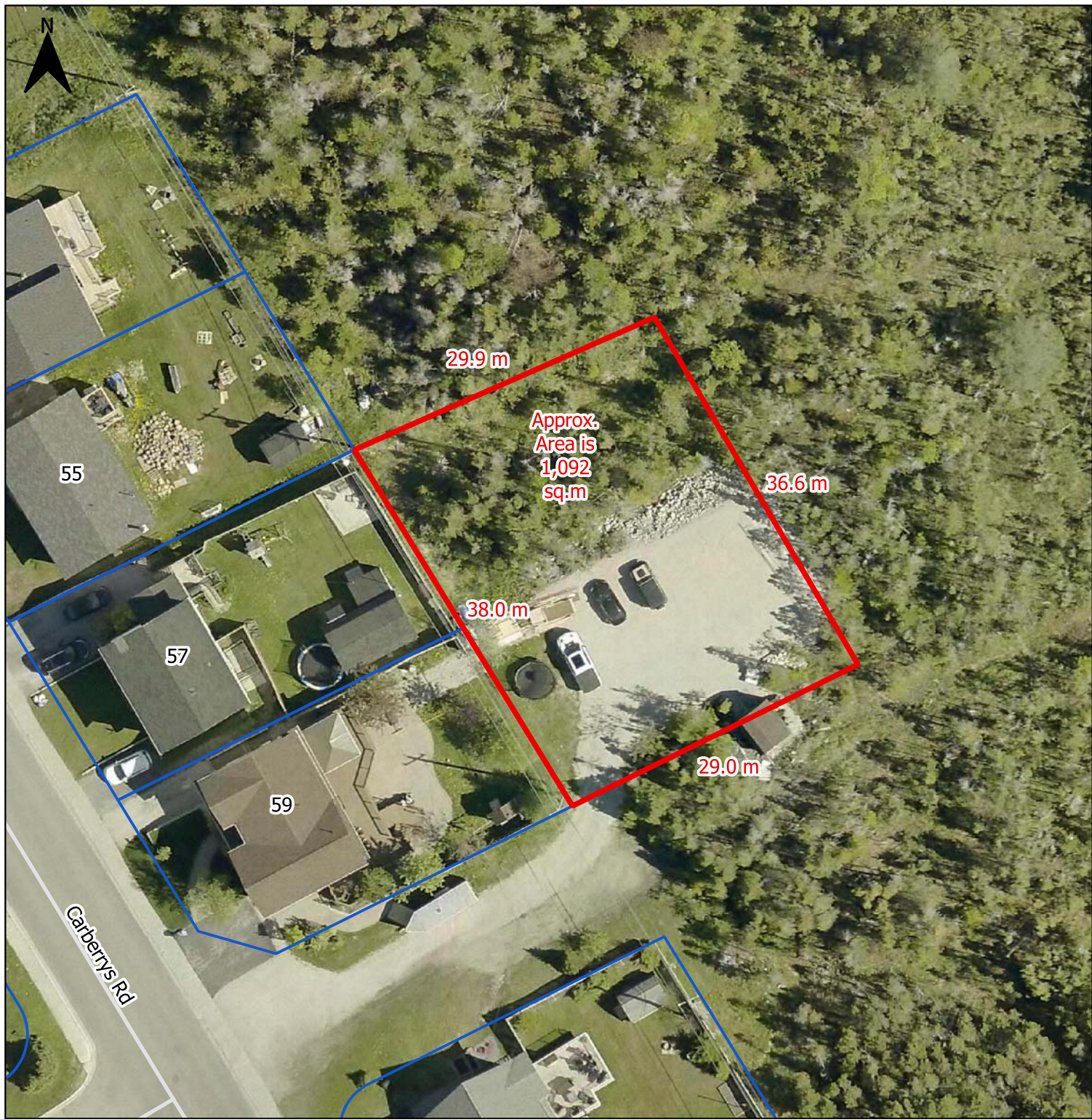
DATED AT _____ this ____ day of _____, 2021.


SIGNED, SEALED & DELIVERED
in the presence of:

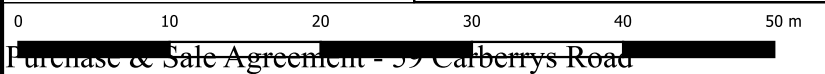
IN WITNESS WHEREOF I have
hereunto set my hand and seal

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



Proposed Land Purchase
Adjacent to 59 Carberrys Road

DRAWN BY:	DATE: 08-13-2020	SCALE: 1:500	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: RMD	REVISION: 0