



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **Monday, May 31, 2021 at 7:00 p.m. Council Chambers**

Due to Covid-19 public access to Council Chambers is prohibited. The meeting will be live-streamed on Facebook and will be recorded by Roger's Cable.

CITY CLERK

Page

1	CALL MEETING TO ORDER
2	APPROVALS
	2.1 Approval of Agenda
3 - 6	2.2 Approval of Minutes [April 26, 2021]
3	BUSINESS ARISING FROM MINUTES
	3.1 Business Arising From Minutes
4	CORRESPONDENCE/PROCLAMATIONS/PETITIONS/
7 - 9	4.1 Proclamations and Events
5	REPORTS
11 - 12	5.1 Recreation Update
6	TENDERS
13 - 38	6.1 Asphalt Inspection 2021
39 - 44	6.2 Asphalt Paving Program 2021
45 - 47	6.3 Elizabeth Street Pump Station Upgrade 2021-11
49 - 50	6.4 Supply of Equipment: One New Municipal Street Sweeper Truck (2021-09)
7	COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING

51 - 65	7.1	St. Mary's Brook Concrete Box Culvert Phase 2 - Proposal
	8	AGREEMENTS
67 - 109	8.1	Steady Brook Water & Wastewater PCA
111 - 150	8.2	Multi Year 2014-2017 & 2017-2020 Reallocation Amendment Agreements
151 - 166	8.3	53 Lundrigan Drive Purchase & Sale Agreement Amendment
167 - 233	8.4	O'Connell Drive - Request for Proposal
	9	CAPITAL WORKS
235 - 241	9.1	Multi-Year Capital Works 2020-2023
	10	COMMUNITY SERVICES
243 - 250	10.1	West Coast Cycling Association Grant
	11	TAXATION
251 - 254	11.1	2021 Tax Sale Auction
	12	PLANNING AND DEVELOPMENT
255 - 279	12.1	Crematorium Application- 167 Country Rd
281 - 283	12.2	Rescind Order 2021-01 - 5 Burnt Hill Rd
	13	REGULATION/POLICY
285 - 294	13.1	Third Party & Digital Signage Regulations Amendments - Notice of Amendment
	14	COUNCIL
295 - 302	14.1	Federation of Canadian Municipalities - Board of Directors
	15	ADJOURNMENT
	16	IN CAMERA SESSION (IF REQUIRED)

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 26 APRIL, 2021 AT 7:00 PM**

PRESENT:

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

21-43 Approval of Agenda

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

21-44 Approval of Minutes [Regular Meeting March 22]

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of 22 March 2021 as presented. **MOTION CARRIED.**

21-45 Business Arising From Minutes

No items were brought forward.

21-46 Proclamation

Mayor Parsons announced that the month of **May 2021** will be declared Melanoma and Skin Cancer Awareness Month in the City of Corner Brook.

21-47 Provincial Water and Wastewater Initiative Fund Agreement

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to 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. It is **FURTHER RESOLVED** to authorize 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 pending the Town of Steady Brook approval. **MOTION CARRIED.**

21-48 Multiyear Balances Reallocation

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to approve the reallocation of approximately \$211,401.00 from the 2012-14 multiyear capital works program and \$68,872.00 from the 2017-2020 multi year capital works program towards St. Mary's Brook project. **MOTION CARRIED.**

21-49 Building Electrical Service/Maintenance 2021-04

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is **RESOLVED** to award the tender to Bay City Electrical Limited for the Electrical Services/Maintenance for Buildings 2021-04 for the tender price of \$25,357.50 HST included. **MOTION CARRIED.**

21-50 Equipment Electrical Service/Maintenance 2021-05

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to award the tender to Bay City Electrical Limited for the Electrical Services/Maintenance for Equipment 2021-05 for the tender price of \$23,184.00 HST included. **MOTION CARRIED.**

21-51 Plumbing Service Maintenance for Building 2021-06

On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to award the tender to R&R HVAC and Controls Ltd. for the Plumbing Services/Maintenance for Buildings 2021-06 for the tender price of \$21,332.50 HST included. **MOTION CARRIED.**

21-52 ELECTION MANAGEMENT SERVICES

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to authorize sole sourcing Election Management Service to Datafix Comprint Incorporate for the 2021 Municipal General Election. **MOTION CARRIED.**

21-53 Bag-a-Day Cleanup Initiative

Councillor T. Buckle reported that the City will be launching a new initiative as part of the Corner Brook Clean Up Campaign. Throughout the month of May, residents who take to cleaning up trash from City street can be entered to win a cash prize of \$1500.

21-54 Spring Cleanup Bulk Collection

Councillor T. Buckle announced detail on the Spring Clean-Up Bulk Collection Program. The Spring Cleanup Bulk Collection is scheduled for the first two weeks of May:

- May 3 – 7 will change from extra bag collection to bulk item collection;
- May 10 – 14 will now be changed to extra bag collection

21-55 Integrated Municipal Sustainability Plan Update

Councillor L. Chaisson announced that the Integrated Municipal Sustainability Plan update will formally being on Wednesday, April 28th. The year-long project is aimed at developing the next Integrated Municipal Sustainability Plan (IMSP).

21-56 RFD - Griffin Drive Art Project

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to award the contract for the Griffin Drive Art Project to Iota Institute representing Jordan Bennett and Marcus Gosse for the Griffin Drive Art Project at a cost of \$31,072.00 HST included. **MOTION CARRIED.**

21-57 Code of Conduct Policy

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to adopt the Code of Conduct Policy as Presented. **MOTION POSTPONED.**

On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to postpone the decision of the Code of Conduct until the next meeting. **MOTION CARRIED.**

21-58 Recreational Vehicle Regulation - Amendment

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Recreational Vehicle Regulation, attached hereto, as amended. **MOTION CARRIED.**

21-59 Town of Steady Brook Shared Water Supply System Study

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to authorize execution of agreement with CBCL Ltd. to conduct a feasibility study on the Corner Brook to Town of Steady Brook shared water system. **MOTION CARRIED.**

21-60 Margaret Bowater Park Canteen & Cleaning Agreement

Councillor L. Chaisson declared a conflict of interest in relation to this item and did not participate in voting.

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of agreement of the Margaret Bowater Park Canteen and Cleaning Agreement as attached hereto. **MOTION CARRIED.**

21-61 Purchase & Sale Agreement - 59 Carberrys Road

Mayor J. Parsons declared a conflict of interest in relation to this item and did not participate in voting.

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of Purchase and Sale Agreement - 59 Carberry's Road as attached hereto. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:22 p.m.

City Clerk

Mayor



Information Report (IR)

Subject: Proclamations and Events

To: Marina Redmond
Meeting: Regular Meeting - 31 May 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative
Topic Overview: The City of Corner Brook often receives requests from various organizations to recognize significant days, weeks and months.
Attachments: [Pride Month Proclamation 2021 Draft](#)
[Recreation Month Redacted](#)

BACKGROUND INFORMATION:

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

- The month of **JUNE 2021** is declared as **RECREATION MONTH** in the City of Corner Brook;
- The month of **JUNE 2021** is declared as **PRIDE MONTH** in the City of Corner Brook; and
- The Francophone flag was raised to recognize **MAY 30, 2021** as **NEWFOUNDLAND FRANCOPHONE DAY** in the City of Corner Brook.

 City Manager



PRIDE MONTH 2021

Official declaration by the City of Corner Brook that June,
2021 shall be designated as *Pride Month 2021*.

Motion presented before the Municipal Council of the City of Corner Brook
by Corner Brook - Bay of Islands Pride on June 1st, 2021.

WHEREAS the *Canadian Human Rights Act* recognizes that no discrimination on the basis of sex, sexual orientation, gender identity, or gender expression shall be made;

WHEREAS Newfoundland and Labrador is a society open to everyone, including all those identifying within the 2SLGBTQIA+ community;

WHEREAS discrimination targeting the 2SLGBTQIA+ community remains present in society despite efforts to the contrary;

WHEREAS there is a widespread general agreement opposing discrimination and violence targeting the 2SLGBTQIA+ community;

WHEREAS celebrating *Pride Month* helps spread awareness and visibility of the 2SLGBTQIA community;

THEREFORE, the city of Corner Brook is pleased to declare the month of June, 2021 as *Pride Month*;

The decision has been made to declare the month of June, 2021 “PRIDE MONTH”.

To be signed June 1st, 2021

Jim Parsons, Mayor
City of Corner Brook

Date

Executive Committee, Corner Brook - Bay of Islands Pride



PROCLAMATION RECREATION MONTH

- WHEREAS** The Community of Corner Brook
recognizes that recreation enhances quality of life, active living and lifelong learning, helps people to live happier and longer, develops creativity, and builds healthy bodies and positive lifestyles; and
- WHEREAS** recreation provides opportunities for personal growth and development for people of all abilities and can be especially helpful to people living with disabilities; and
- WHEREAS** our parks, open spaces, and trails ensure ecological sustainability, provide space to enjoy nature, help maintain clean air and water, and preserve plant and animal wildlife; and
- WHEREAS** recreation is an important contributor to community economic development, which creates jobs, fosters tourism, and makes communities more attractive places in which to live, learn, work and play

Therefore, The Community of Corner Brook does hereby
proclaim the month of JUNE to be RECREATION MONTH.

Signed this 27 day of May, 2021 by:

City of Corner Brook

Name of Community

Mayor/Councillor Signature





Information Report (IR)

Subject: Recreation Update

To:

Meeting: Regular Meeting - 31 May 2021

Department: Recreation

Staff Contact: Jessica Parsons,

Topic Overview: Recreation Services Update

BACKGROUND INFORMATION:

The COVID-19 Pandemic has greatly impacted recreation and leisure for many people across our province. The City of Corner Brook has recognized this and to encourage citizens to get active and improve their overall well-being The City will support Recreation NL's June is Recreation Month campaign as well as ParticipACTION's Community Better Challenge. June is Recreation Month has been supported by the City of Corner Brook for many years, providing fun contests and activities for all ages.

Activity Description and Information:

June is Recreation Month

Recreation Newfoundland and Labrador declared June as Recreation Month to draw public attention to the important benefits and values of recreation for individuals, families and communities. Recreation incorporates all of the activities that bring happiness and wellness to our lives, improving mental, physical, emotional and social well-being.

As part of June is Recreation Month, City Recreation Staff will have a number of activities and contests available for the public to participate in with prizes valued up to \$1,500.00. Keep an eye to our social media for details that will be released June 1st, including a daily activity calendar for the month of June.

ParticipAction - Community Better Challenge

The ParticipACTION Community Better Challenge is a Physical Activity initiative that encourages Canadians to get active in search of Canada's Most Active Community. The City of Corner Brook has signed up for this challenge and is asking residents to download the ParticipACTION app or register on the ParticipACTION website to track your activity minutes for June in hopes to make Corner Brook Canada's Most Active Community. Fifty Finalist communities from across the country will be chosen to compete for a \$100,000.00 grand prize and prizes will also be awarded to the top municipality in each Province.

Through a grant from ParticipACTION, the City is offering free Older Adult Fitness classes with Nora Lundrigan for the month of June to inspire people to get out and be active for the Community Better

Challenge. Pre-registration is required. There will also be additional Active Tots sessions throughout the month and Drop in Sports sessions available for all ages.

Additional details will be available on The City of Corner Brook and Corner Brook Civic Centre social media pages.

Hippocampe Wheelchairs

Last year, the City of Corner Brook's Recreation Department purchased three hippocampe wheelchairs to improve accessible recreation in the City. One of these chairs is for exclusive use at the splash pad while the other two are available for use on variable terrain. The two all-terrain chairs will be available for public use as of Tuesday June 1st and can be accessed by calling 637-1232 or emailing jparsons@cornerbrook.com.

Park Washrooms

Washrooms are now open in Margaret Bowater Park and Bartlett's Point Park for patrons to utilize throughout the day. Hours of operation will be 8:00 am – 7:00pm.

ENVIRONMENTAL IMPLICATIONS:

Activities will be delivered in a safe and effective manner with no environmental impact. Facilities are expected to be in clean, sanitized condition to reflect the COVID-19 regulations given by the Chief Medical Officer.

Legal Review: No



City Manager

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Asphalt Paving Program 2021 Inspection Services	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Consultant Fee Proposal
Prepared By: James Warford	Council Meeting Date: May 31, 2021

Issue: This proposal covers consulting services of DMG Consultants Ltd. and their duties, rights and obligations as related to asphalt paving inspection services.

Background: The City of Corner Brook requires inspection services for the 2021 asphalt paving season, these services comprise on-site inspections, reporting and quality assurance of the construction.

Recommendation: Staff recommend Option 1, That the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consultants Ltd. in the amount of \$46,598.00 (HST Included), for consulting services related to Asphalt Paving Program 2021 Inspection Services and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consultants Ltd. in the amount of \$45,816.00 (HST Included), for consulting services related to Asphalt Paving Program 2021 Inspection Services.

Options:

1. That the Council of the City of Corner Brook approve the Consultant Fee Proposal from DMG Consultants Ltd. in the amount of \$45,816.00 (HST Included), for consulting services related to Asphalt Paving Program 2021 Inspection Services.
2. That the Council of the City of Corner Brook not execute the agreement with DMG Consultants Ltd. in the amount of \$45,816.00 (HST Included), for consulting services related to Asphalt Paving Program 2021 Inspection Services.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review:

Governance Implications:

Budget/Financial Implications: Costs to be covered under Gas Tax

Environmental Implications: None

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: James Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 14, 2021

Additional Comments by City Manager:

CITY OF CORNER BROOK

Proposal to Provide Resident Services
During Construction

ASPHALT PAVING PROGRAM 2021

CONSULTANT FEE PROPOSAL

RFP Closing Date: 12:00 PM May 13, 2021

Submitted by:



185 Roe Avenue, P.O. Box 194,
Gander, NL, Canada, A1V 1W6
Tel (709) 256-7501
Fax (709) 256-8729

www.dmg.nf.ca



**CONSULTANT FEE PROPOSAL
ASPHALT PAVING PROGRAM 2021**

May 13th, 2021

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

Re: Proposal to Provide Testing and Inspection Services for the City of Corner Brook's Asphalt Paving Program 2021.

Dear Sir:

Please find enclosed our consultant fee proposal for the City of Corner Brook's Asphalt Paving Program 2021. The proposal is in response to a consultant fee request issued on April 23, 2021.

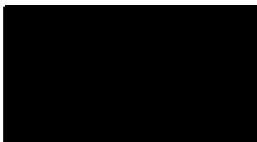
DMG is fully committed to this project and we pledge to work side-by-side with the City of Corner Brook to ensure all objectives are met. DMG can guarantee value-driven services and a very quick turn-around in terms of providing project updates.

Our designated Inspector has a verified record of delivering quality inspection services. Their experience in inspection includes projects in marine, building and heavy civil construction. Their skills and experience, matched with the support of our office personnel will guarantee a successful project.

DMG has recently opened a fully operational lab facility at 5 Union Street, Corner Brook. The new office, laboratory and personnel are entirely equipped to ensure guaranteed success on this project.

Please do not hesitate to contact the undersigned should you have any questions or require additional information in respect to our proposal. Thank-you for the opportunity, and we look forward to the outcome of your proposal evaluation process.

Sincerely,



Reg Hedges, P. Eng.
DMG Consulting Ltd.
185 Roe Avenue, P.O. Box 194
Gander, NL, A1V 1W6
Tel: (709) 256-7501 / Fax: (709) 256-8729
Email: reg.hedges@dmg.nf.ca



TABLE OF CONTENTS

Cover Letter	
Executive Summary	
1.0 Company Identification	4
1.1 Company Contact Information	4
1.2 Personnel Contact Information	4
2.0 Key Personnel: Roles and Responsibilities	5
3.0 Skills and Expertise	6
4.0 Relevant Project Experience	7
5.0 Cost Proposal	7
APPENDIX "A" – Consultant Fee Table	
APPENDIX "B" – Curriculum Vitae	



EXECUTIVE SUMMARY

DMG Consulting Ltd. (DMG) is pleased to submit this consultant fee proposal related to the City of Corner Brook's Asphalt Paving Program 2021. The following is intended to demonstrate our qualifications, to highlight how we offer more value than our competitors, and to justify why DMG should be selected to undertake this scope of work:

- ➡ **Local, Independent, and Privately Owned:** As an independent, and privately-owned engineering consulting firm headquartered in Gander, DMG has 40+ years of operating in NL. DMG has also recently opened a new office in Corner Brook in 2019. All management decisions are made locally, and compared to many of our competitors, it enables DMG to be very responsive and agile in dealing with the needs of our Clients.
- ➡ **Project Management:** Our PM has worked extensively on QA/QC projects varying from heavy civil construction to building and marine construction projects. His responsibilities included site assessments, design and production of project documents, project management, contract administration, and managing the full-time inspection service/quality control personnel. He is committed to the success of this project, and will leverage his 10+ years of relevant experience to ensure quality inspection services for the proposed work.
- ➡ **Inspection, Geotechnical and Material Testing Services:** Inspection, geotechnical and material testing is a core service offering of DMG. We own and operate two CCIL certified materials testing laboratories, one at our head office in Gander, as well as our newly opened laboratory in Corner Brook. We offer in-house expertise in soils, asphalt, and concrete testing. This ensures quality control during construction and minimizes the risk of project delays associated with engaging a third-party for laboratory/materials testing services. Our lab is staffed with qualified inspectors that have experience in offering inspection services for a multitude of construction projects. Testing for the proposed work will be carried out in our laboratory in Corner Brook.
- ➡ **Substantial Team of Varying Expertise:** DMG has a team of over **35 persons**, all working within the Province of Newfoundland and Labrador. We have designated personnel who we feel are best for the project, however the Client can be assured that there is a substantial number of back-up personnel who can provide support. This ensures that the needs of the Client will be met.



1.0 COMPANY IDENTIFICATION

1.1 Company Contact Information

DMG Consulting Ltd. has offices located in Gander, St. John's, Clarendville and Corner Brook NL. The office located in Corner Brooke has recently opened a new laboratory. The Corner Brook office will lead and manage the projects in all aspects with inspection, technical, administrative, and clerical support.

Corner Brook Office:

5 Union Street
Corner Brook, NL, A2H 5M7
Tel: (709) 634-3612 • Fax: (709) 634-4628

Website: www.dmg.nf.ca

Email: admin@dmg.nf.ca

1.2 Personnel Contact Information

Project Manager, Dan Hynes, P.Eng, is responsible for all correspondence pertaining to this standing offer. His contact information is as follows:

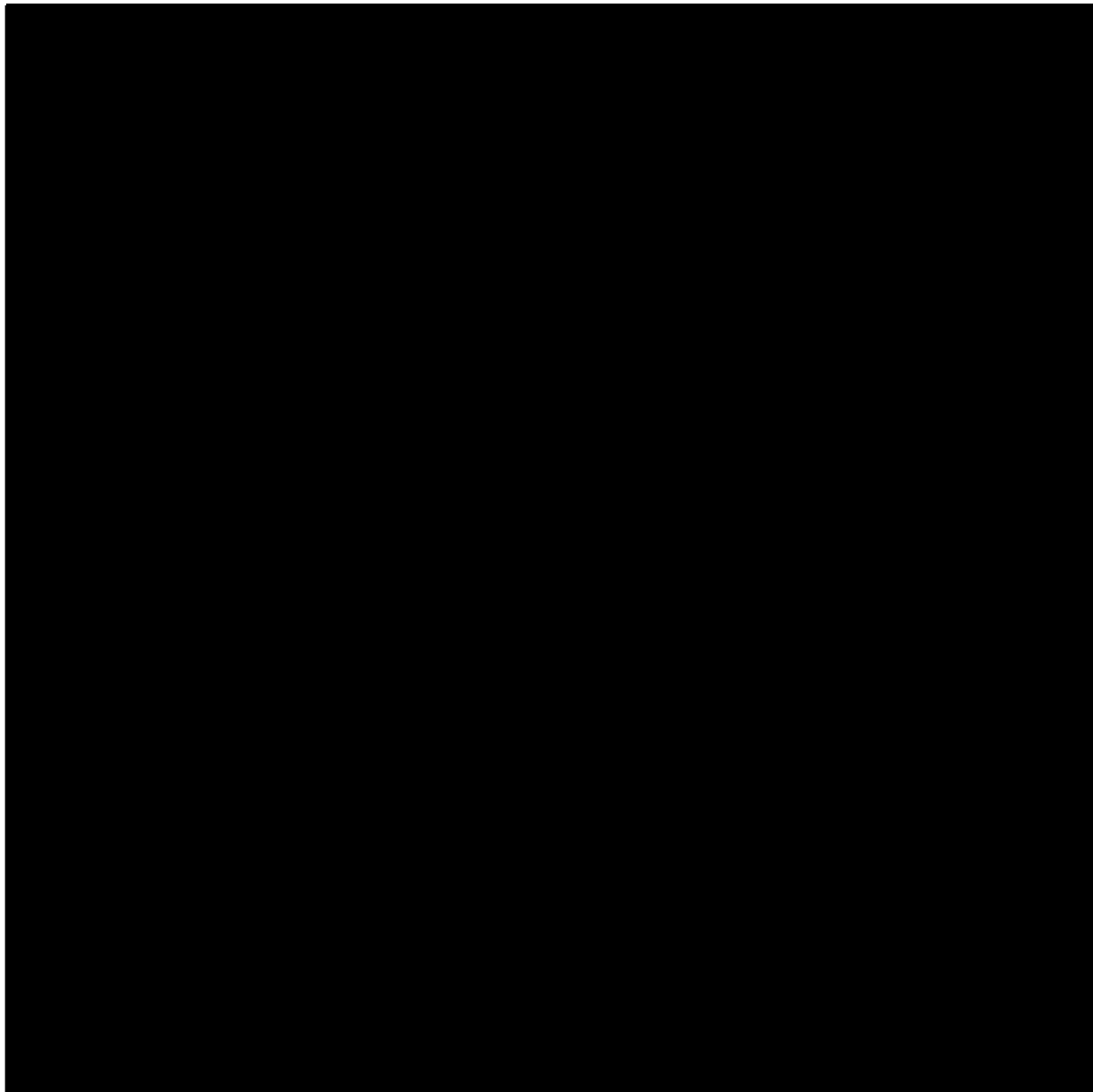
Dan Hynes, P.Eng
DMG Consulting Ltd.
T: 709-283-2156
C:709-649-0272
dan.hynes@dmg.nf.ca



2.0 KEY PERSONNEL: ROLES AND RESPONSIBILITIES

DMG has a team of over 35 personnel all working within the Province of Newfoundland and Labrador. We have the resources to handle all technical inspection services in-house.

The following personnel described below are currently on-staff. Curriculum vitae is included in Appendix B.





3.0 SKILLS AND EXPERTISE

DMG is an independent and privately-owned consulting engineering firm with offices in Gander, St. John's, Clarenville and Corner Brook NL. The company's operating history commenced in 1972 with the current DMG incorporation dating to 2013. DMG is one of the most experienced firms operating in the Province, with an extensive and varied background in all aspects of marine, municipal, civil, and structural engineering, as well as project management. With approximately 40 full-time and seasonal personnel, our staff includes engineers, technologists, technicians and administration support personnel. DMG operates throughout the Province, and offers a comprehensive range of geotechnical advisory services, including a CCIL certified laboratory, and field-testing services. We are a full-service engineering firm, with a long track record of providing inspection services on a variety of major infrastructure projects including municipal water, sewer, road, marine and building projects throughout Newfoundland and Labrador.

DMG is licensed to practice by the Association of Professional Engineers and Geoscientists of Newfoundland and Labrador and carries all required professional liability insurance appropriate to each project. We take pride in not only offering and delivering a fully professional approach to all projects, but in delivering real measurable value to our Client's during all project phases; from pre-design field work through to commissioning and training activities.

We work diligently to understand the unique requirements of each and every Client, and to ensure that their projects are delivered safely, cost-effectively, on schedule, with a keen focus on low life-cycle costs, environmental stewardship, and local benefits.

DMG believes that a successful project must be executed on time and within agreed budgets, and our long list of successfully completed capital projects is a testimony to that belief. DMG has gained prominence for its services in the following areas:

- | | |
|--|--------------------------------------|
| • Municipal Engineering | • Transportation Engineering |
| • Building and Structural Engineering | • Laboratory and Inspection Services |
| • Project Management and Construction Management | • Geotechnical Engineering |
| • Design-Build Projects | • Surveying |
| • Airport Infrastructure | • Communication Engineering |

The DMG team continues to grow with the opening of our St. John's, NL office in January 2015, Clarenville in July 2018, Corner Brook in March 2019, and our recently opened laboratory in Corner Brooke in April 2021. Having multiple office locations allows us to cut down on transit time and cost to the client. The team brings a lot of relevant project experience, and a deep understanding of what it takes to successfully deliver asphalt paving inspection services in NL.



4.0 RELEVANT PROJECT EXPERIENCE

DMG has been in operations for over 45 years. The company has provided inspection services on numerous heavy civil construction projects during this time. Some of the relevant projects DMG has undertaken in the past 5 years are as follows;

1. Trans-Labrador Highway (TLH) – DMG has completed 5 projects on the Trans Labrador Highway totaling approximately 320 km of asphaltic pavement.
2. Trans-Canada Highway (TCH) – DMG has completed approximately 30 projects totaling over 800,000 tons of asphalt tested.
3. Bond Bridge Construction
4. Paving Programs in Gander
5. Gander Airport Runway Rehabilitation
6. Paving Programs in Grand Falls-Windsor
7. Paving Programs in Bishop's Falls
8. Commonwealth and Sunrise Ave Rehabilitation in Mount Pearl
9. Various parking lot paving projects (ie. Walmart Gander, Canadian Tire Grand Falls-Windsor)
10. Water/Sewer Projects at Various Locations in Newfoundland

5.0 COST PROPOSAL

DMG's fee for the proposed work is \$46,598.00 taxes included. The price table associated with this fee is included in Appendix A.



APPENDIX "A"
Consultant Fee Table

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2021
Project Representative	James Warford, P.Eng.
Firm	DMG Consulting Ltd.
Date Submitted	April 13, 2021

Consultant Fee Proposal

Line Item	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	NEW ASPHALT MIX DESIGN	EA	1	4000.00	\$4000.00
2	Moisture Damage Assessment	EA	1	250.00	\$250.00
3	Petrographic Analysis ASTM C295-12	EA	1	600.00	\$600.00
4	Los Angeles Abrasion ASTM C131-06, C535-12	EA	2	200.00	\$400.00
5	Specific Gravity – Coarse Aggregate	EA	1	100.00	\$100.00
6	Specific Gravity – Fine Aggregate	EA	1	150.00	\$150.00
7	Fractured Particles ASTM D5821-13	EA	1	125.00	\$125.00
8	Soundness – Fine or Coarse ASTM C88-13	EA	1	300.00	\$300.00
9	Sand Equivalent ASTM D2419-09	EA	1	275.00	\$275.00
10	Fine Aggregate Angularity	EA	1	150.00	\$150.00
11	Moisture Content ASTM D2216-10, C566-13	EA	2	25.00	\$50.00
12	Grain Size Sieve Analysis ASTM C117-13, C136-06	EA	2	100.00	\$200.00
13	Absorption of Aggregate (Coarse) ASTM C127-12	EA	1	50.00	\$50.00
14	Absorption of Aggregate (Fine) ASTM C128-12	EA	1	150.00	\$150.00
15	FULL MARSHALL TEST ASTM D6927-06	EA	40	300.00	\$12,000.00
16	Asphalt Cores : Sampling, Testing & Reporting ASTM D5361-11, 3549-11	EA	60	20.00	\$1200.00
17	FIELD REPRESENTATION Field-based services	PER HR	360	54.00/hr	\$19,440.00
18	Standby Hours (Provisional)	PER HR	20	20.00/hr	\$1080.00
SUBTOTAL					\$40,520.00
HST					\$6,078.00
TOTAL					\$46,598.00

CONSULTANT FEE PROPOSAL

Project Name	Asphalt Paving Program 2021
Project Representative	James Warford, P.Eng.
Firm	DMG Consulting Ltd.
Date Submitted	April 13, 2021

Addendum
<input checked="" type="checkbox"/> We acknowledge receipt of Select Number of Addendums addendums issued for this project.
Other Comments

Consultant Representative

Reg Hedges, P. Eng.



Signature

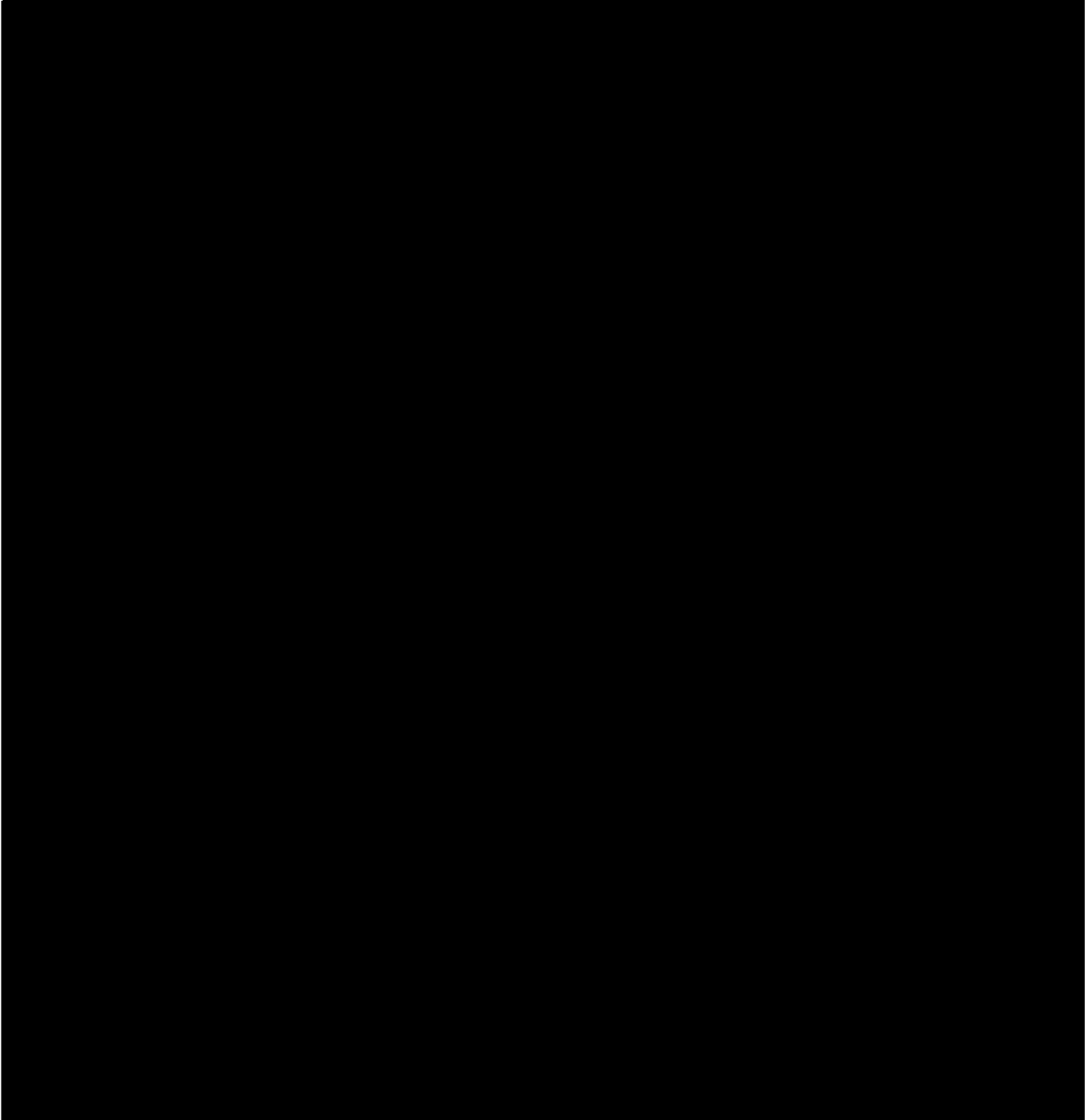
Senior Engineer

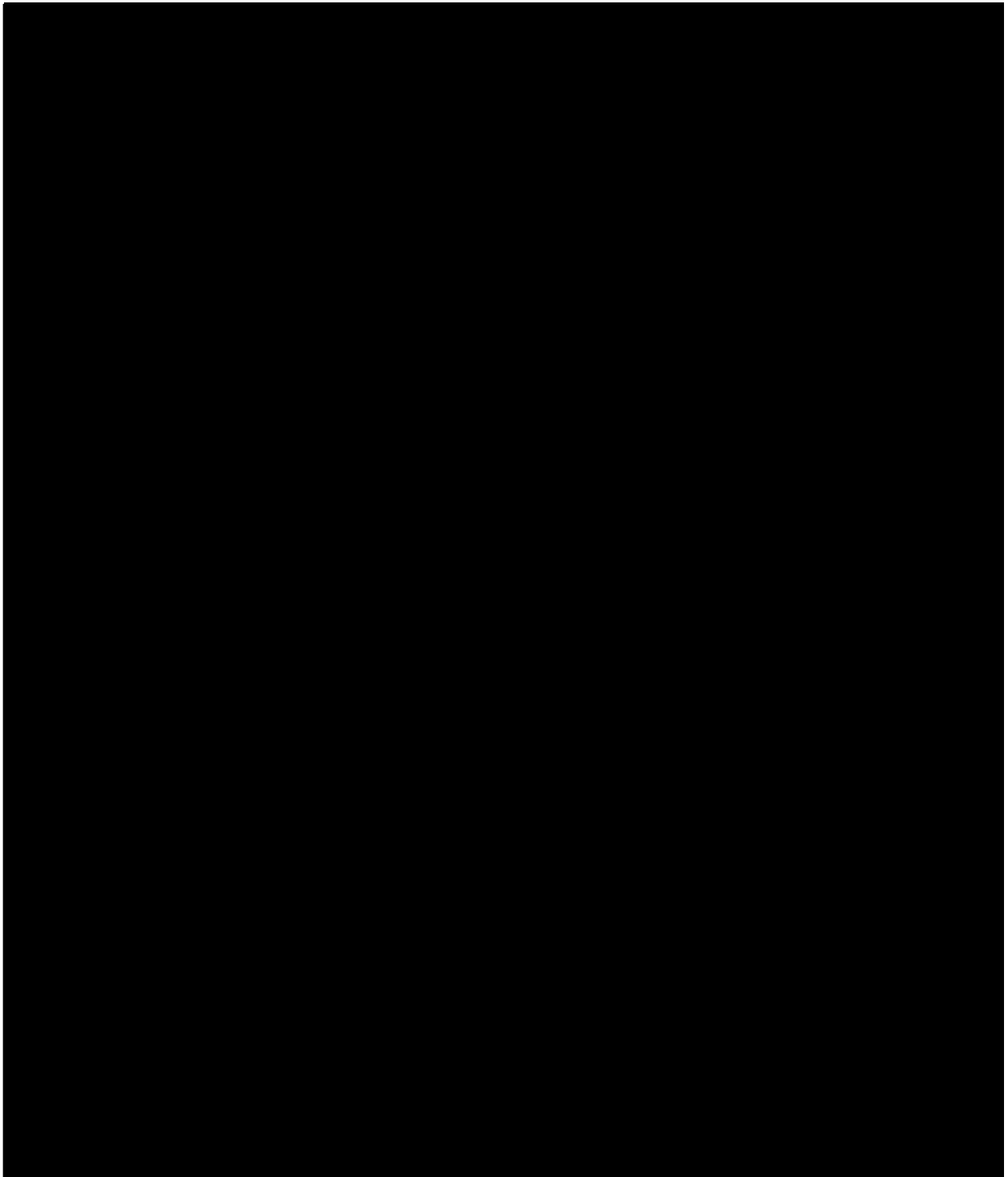
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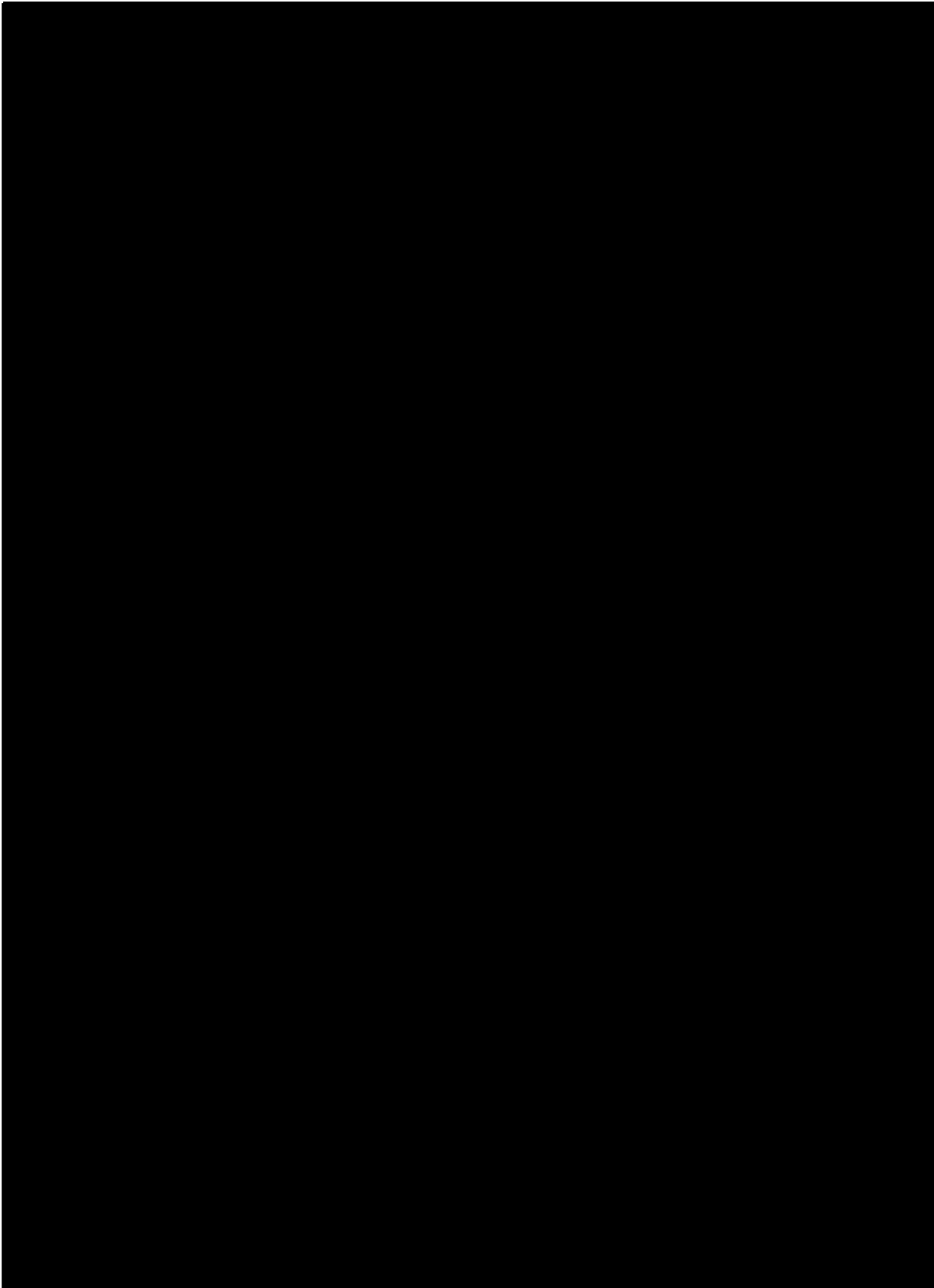


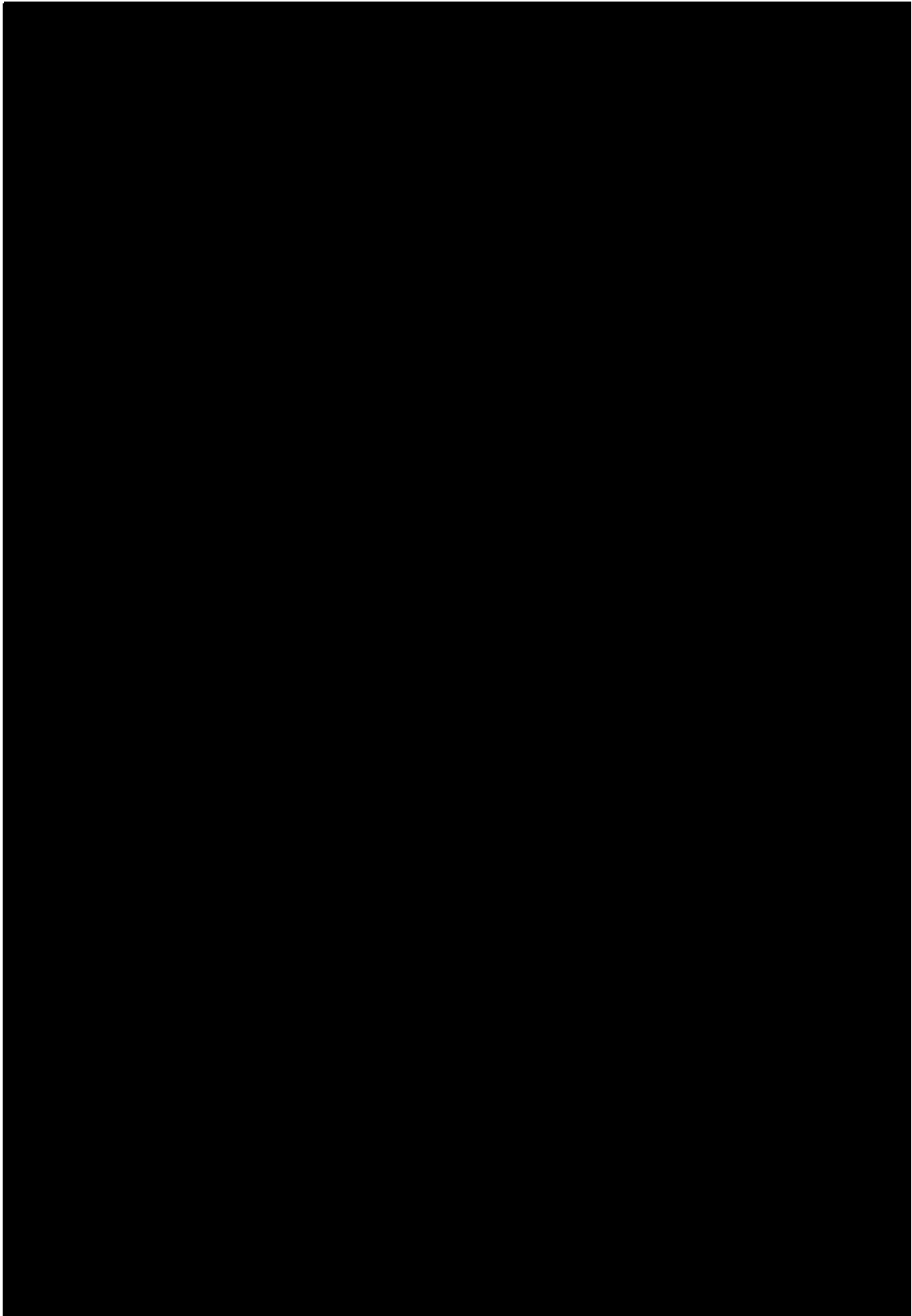
APPENDIX "B"

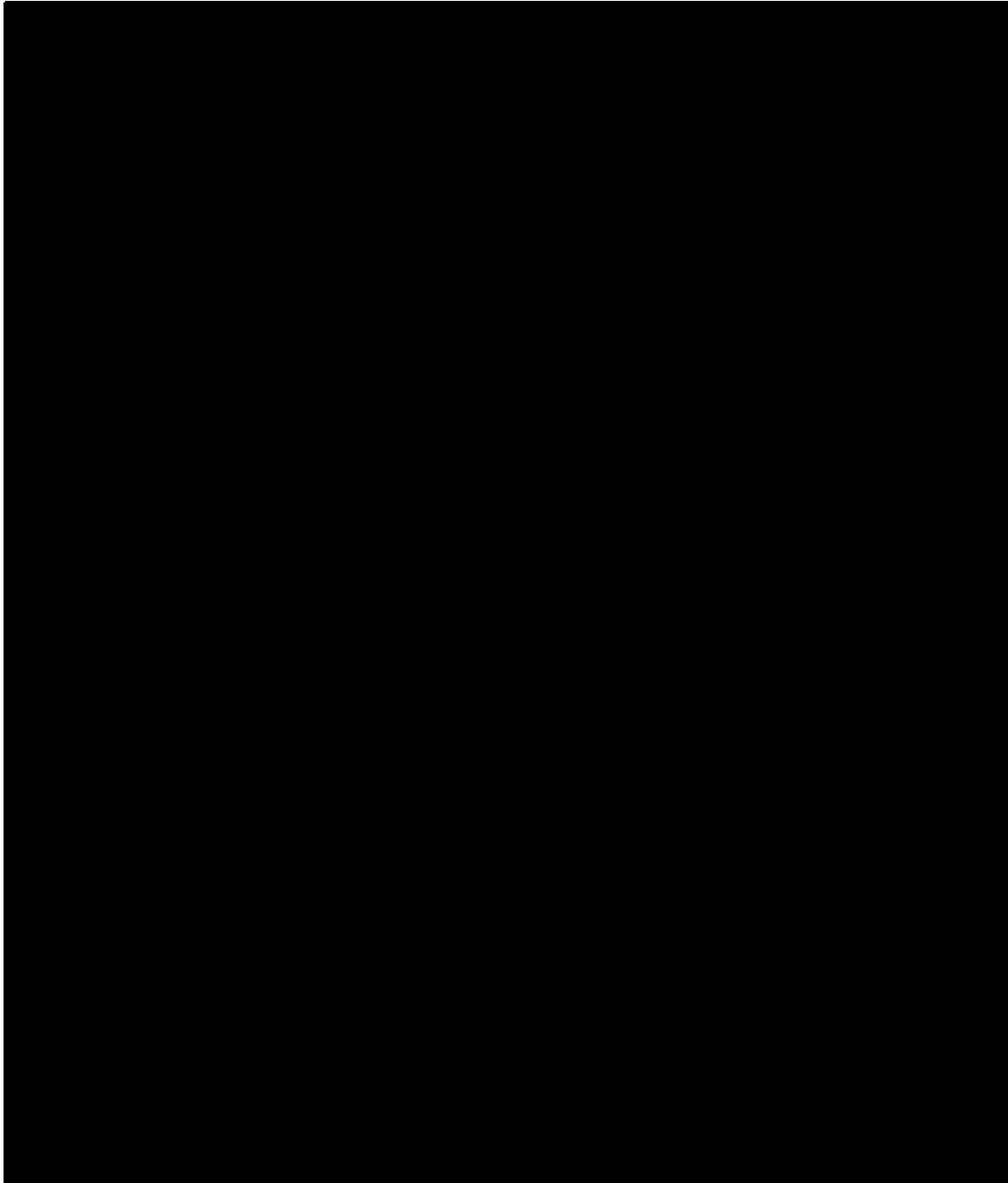
Curriculum Vitae

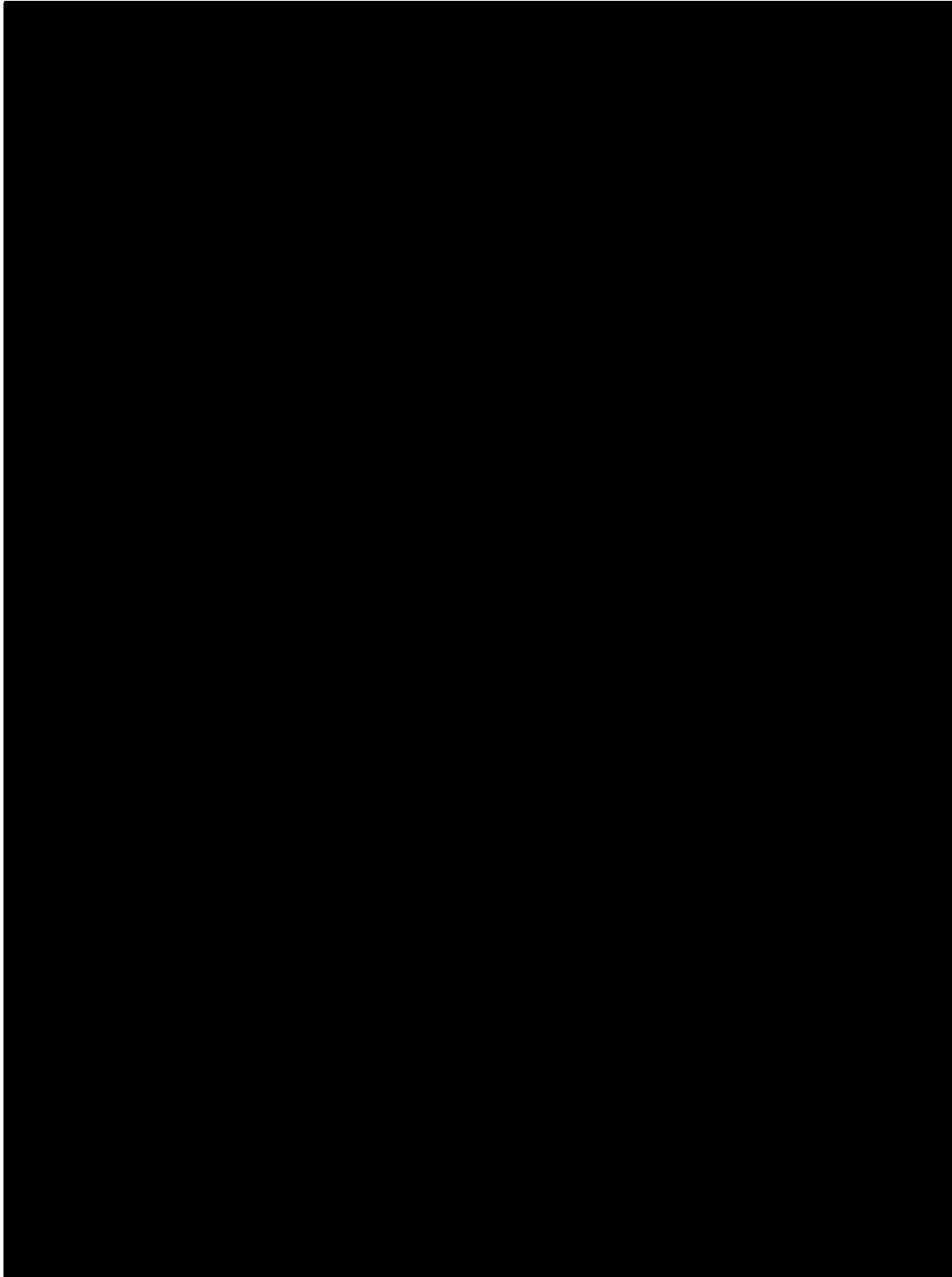


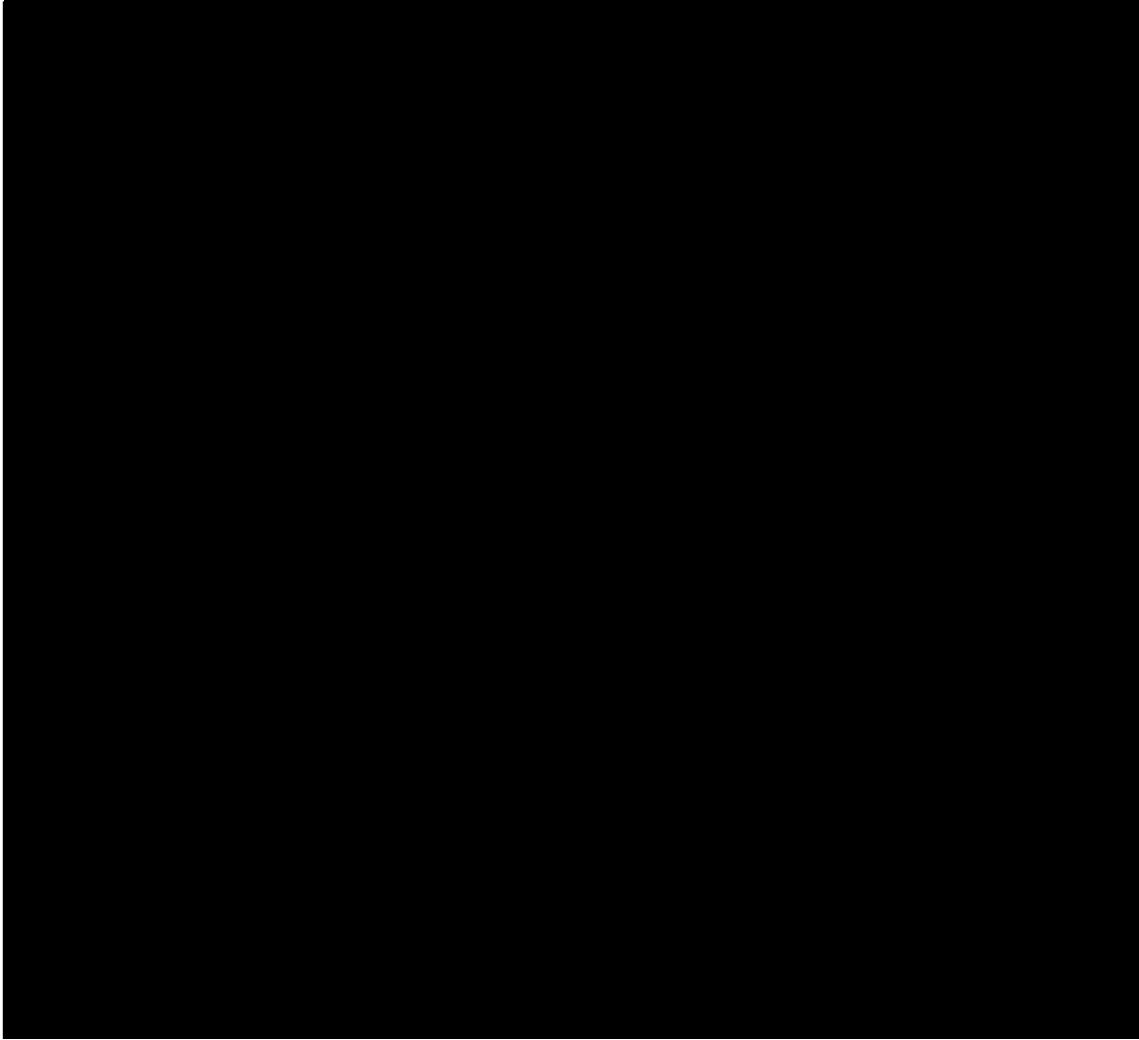


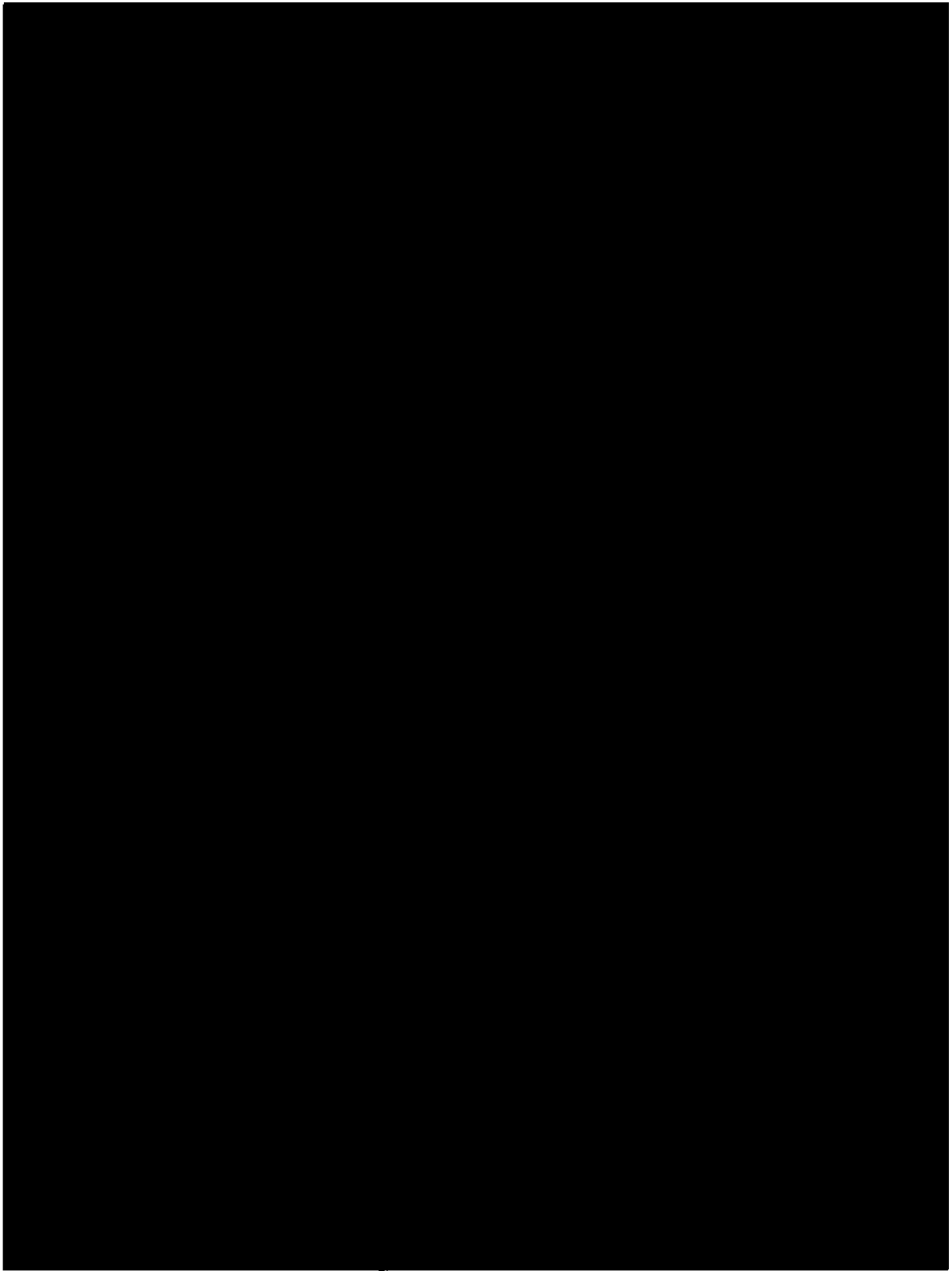


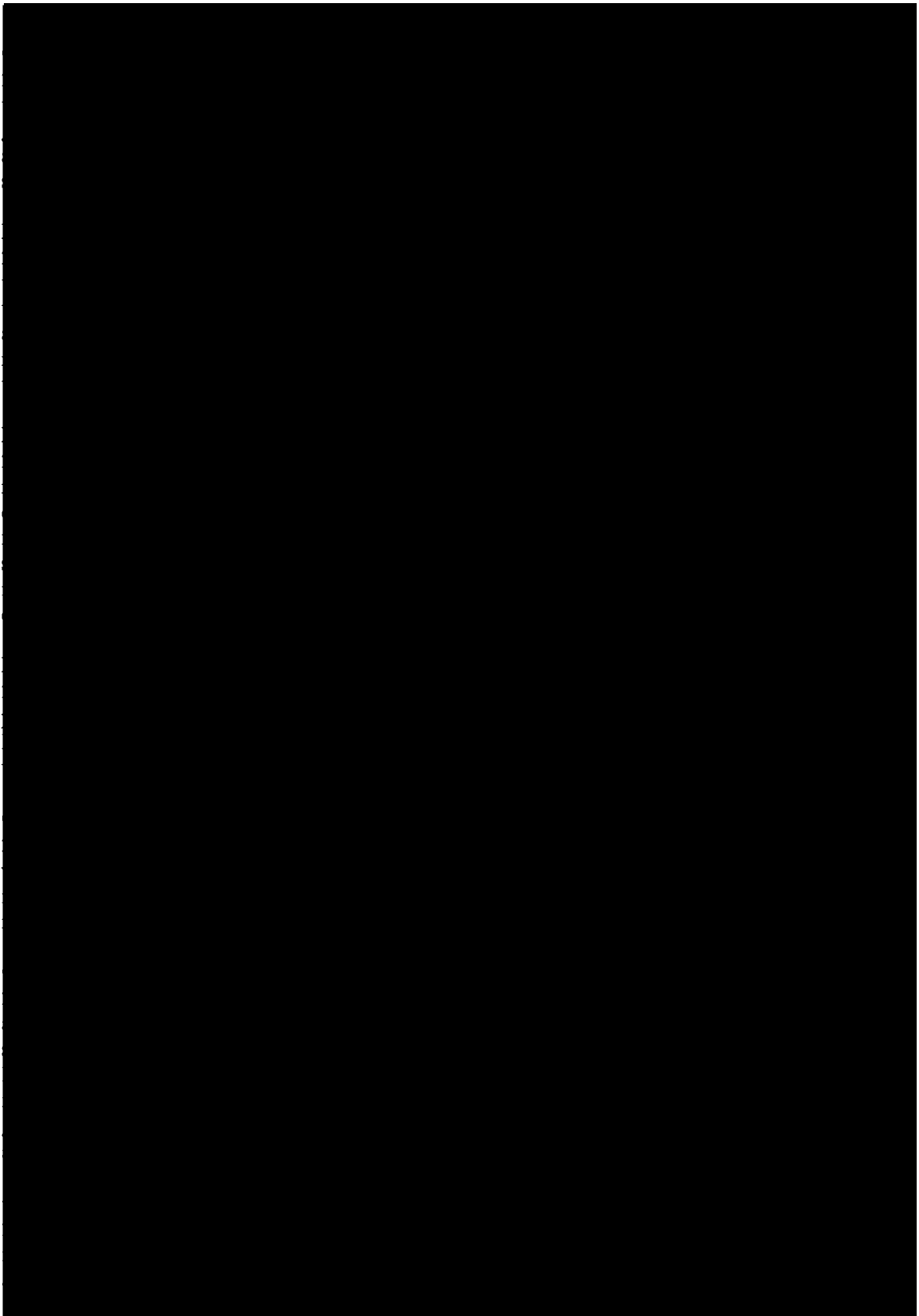


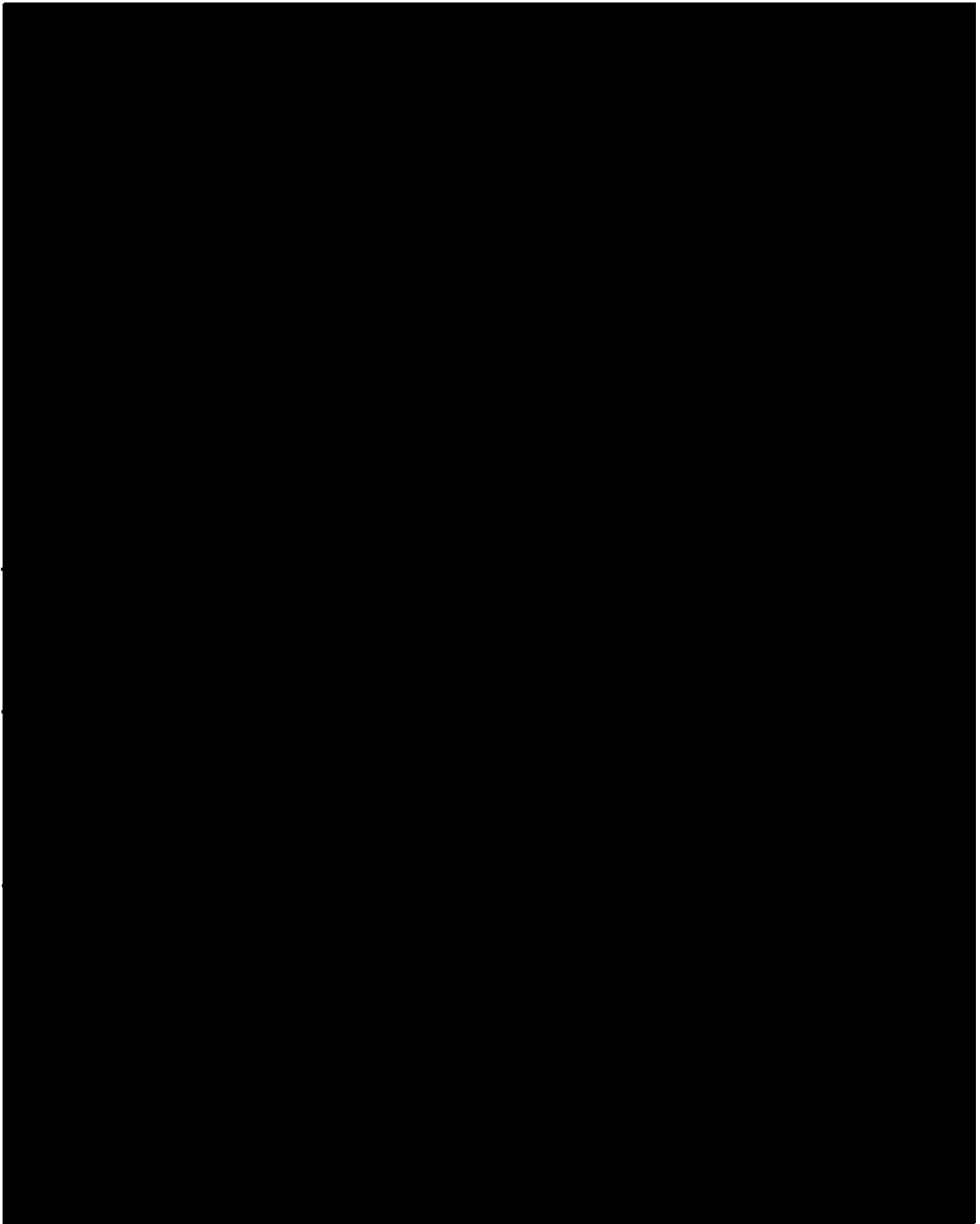


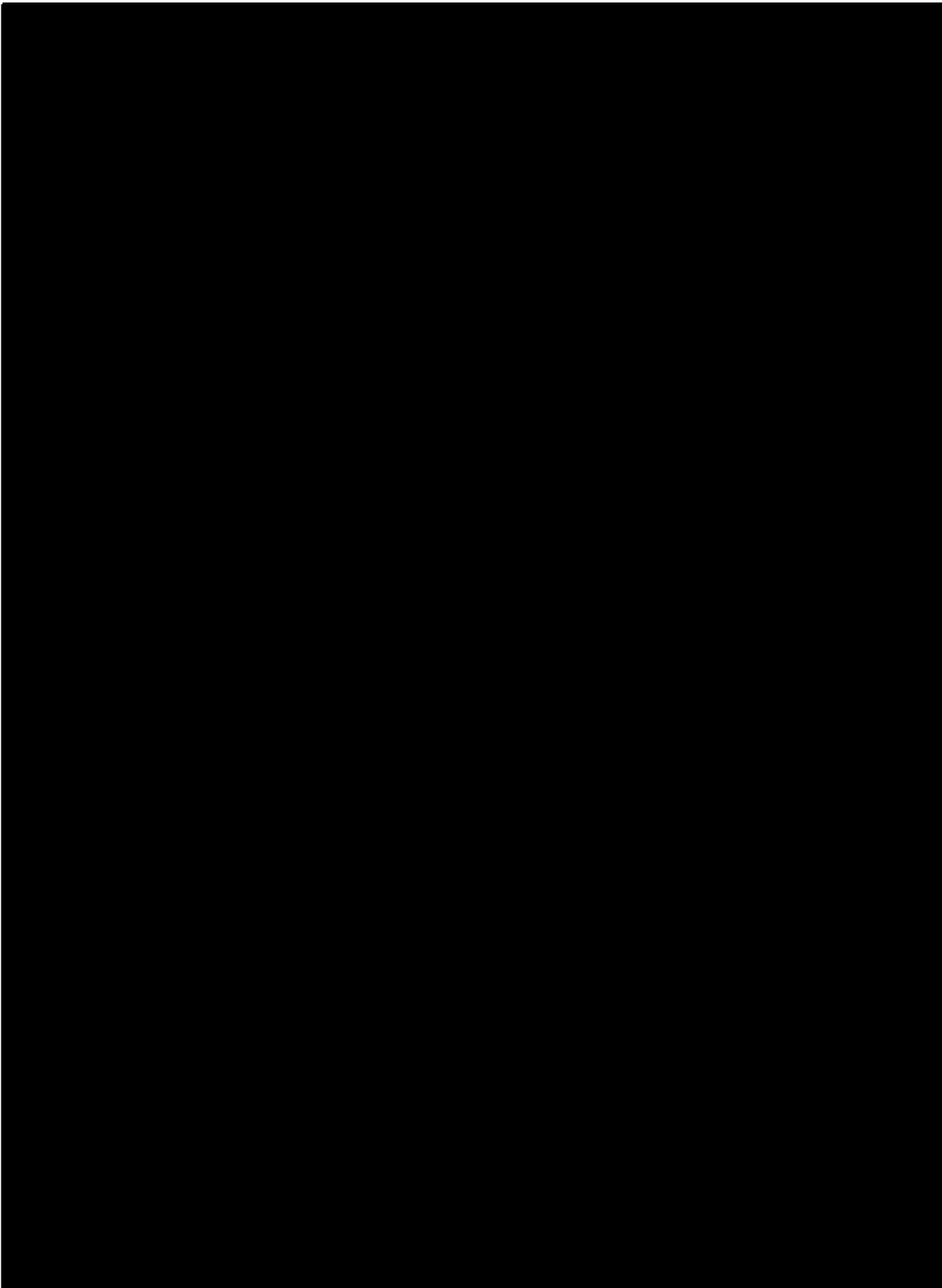


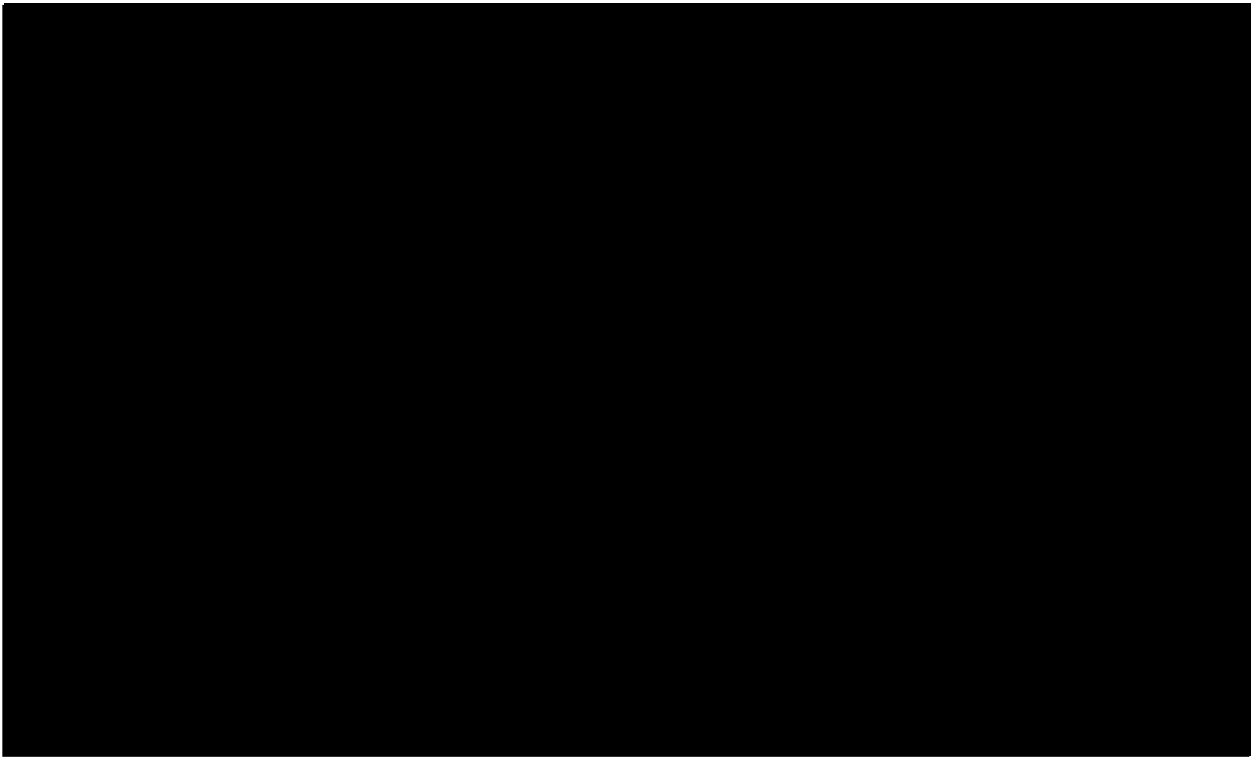












	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Asphalt Paving Program 2021-13	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: May 31, 2021

Issue: The City of Corner Brook has requested bids to replace asphalt and do road repairs around the City.

Background: Numerous roads around Corner Brook are in need of intensive repairs and new asphalt. There was an assessment completed by staff to determine a street rehabilitation program

Recommendation: Tenders for the Asphalt Paving Program 2021-13 closed on May 20, 2021 with the following two (2) bids received:

Marine Contractors Inc.	\$1,330,246.40 (HST included)
Edward Collins Contracting Ltd.	\$1,381,426.00 (HST included)

Tenders were reviewed by staff and recommend Option 1.

Be it resolved that the Council of the City of Corner Brook award the tender Marine Contractors Inc. for the Tender price of \$1,330,246.00 (HST Included), Asphalt Paving Program 2021-13.

Options:

1. That the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$1,330,246.40 (HST Included), Asphalt Paving Program 2021-13.
2. That the Council of the City of Corner Brook not award the tender to Marine Contractors Inc. for the Tender price of \$1,330,246.40 (HST Included), Asphalt Paving Program 2021-13.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Gas Tax \$2,000,000.00

	<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: May 25, 2021

Additional Comments by City Manager:

12:05pm
MAY 20/21



GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
TENDER FORM
UNIT PRICE CONTRACT

Tender for: Asphalt Paving Program 2021
Contract # 2021-13

To: City Clerk
City of Corner Brook
2nd Floor, City Hall
P O Box 1080
5 Park Street
Corner Brook, NL A2H 2W8

Gentlemen,

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

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

One million three hundred thirty thousand two hundred forty six dollars and

forty cents.

(\$ 1,330,246.40) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

2. The Work will be substantially performed within 65 (sixty-five) working days from the date of notification of award of contract.
3. WE ENCLOSE HERewith if required by the Instructions to Bidders
 - (a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or

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

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:--

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

5. WE understand that Performance Bond, Labour and Materials Bond and Insurance as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.

6. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix A) have been correctly computed for the purposed of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.

7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.

8. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in the General Conditions. The list will be subject to the approval of the Owner. "By own forces" will be considered valid and satisfactory only if the tenderer is recognized by the Newfoundland and Labrador Construction Association or by the Heavy Civil Association as being a "bona fide" contractor or supplier of that particular trade or item.

WE agree to authorize the Owner to release the names of subcontractors used in our tender where such information is requested from the Owner.

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

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

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
Part A: General Items					
DIVISION 1					
1010	<u>Mobilization & Demobilization</u> <u>(not greater than 5% if on the Island, or 10% if in</u> <u>Labrador, or 15% north of Cartwright, of item a. "sub-</u> <u>total" on last page)</u>	L.S.	Unit	\$ 4,000.00	\$ 4,000.00
Subtotal Part A:					4,000.00
Part B: Asphalt Paving Program					
DIVISION 1					
1580	<u>Projects Signs & Signposts & Installation</u>				
1	Project Sign	L.S.	1	\$ 750.00	\$ 750.00
DIVISION 2					
2070	<u>Site work, Demolition & Removal of Structures</u>				
1	Removal of Curb and Gutter	m	12	\$ 20.00	\$ 240.00
2	Removal of Concrete Sidewalk	m	310	\$ 10.00	\$ 3,100.00
2104	<u>Landscaping, Seeding, Sodding & Tree Preservation</u>				
1	Supply & Placing Topsoil	m ²	10	\$ 50.00	\$ 500.00
2	Supply & Placement of Sods	m ²	10	\$ 50.00	\$ 500.00
2224	<u>Roadway Excavation, Embankment & Compaction</u>				
1	Mass Excavation & Backfill				
1B	Common	m ³	20	\$ 18.00	\$ 360.00
2	Imported Backfill				
2A	Rock (150mm minus)	tonne	20	\$ 18.00	\$ 360.00
2B	Common	tonne	20	\$ 16.00	\$ 320.00
2231	<u>Scarifying & Reshaping</u>				
1	Scarifying & Reshaping incl. Compaction	m ²	100	\$ 5.00	\$ 500.00
2233	<u>Selected Granular Base & Sub Base Materials</u>				
1	Class "A" Granular Base	tonne	20	\$ 19.00	\$ 380.00
2	Class "B" Sub-Base	tonne	20	\$ 18.00	\$ 360.00
3	Class "A" Shouldering	tonne	350	\$ 20.00	\$ 7,000.00
2528	<u>Concrete Walk, Curb & Gutters</u>				
1	Supply & Place Granular Base Material	m ³	190	\$ 51.40	\$ 9,766.00
2	Concrete Sidewalk (1350mmx150mm)	m	35	\$ 150.00	\$ 5,250.00
3	Combined Concrete Curb & Sidewalk (1500mmx150mm)	m	75	\$ 275.00	\$ 20,625.00
4	Curb and Gutter - Slip Form	m	100	\$ 115.00	\$ 11,500.00
5	Curb and Gutter - Non Slip Form	m	35	\$ 275.00	\$ 9,625.00

SECTION	DESCRIPTION	Unit	Quantity	Unit Price	Total
	6 Asphalt Sidewalk (1500mmx50mm)	m	200	\$ 82.50	\$ 16,500.00
2547	<u>Asphalt Tack Coat</u>				
	1 Supply and Placement of Asphalt Tack Coat	m ²	37000	\$ 0.75	\$ 27,750.00
2552	<u>Hot Mix Asphalt Concrete Paving</u> Asphalt Concrete				
	1 Base Course	tonnes	500	\$ 128.00	\$ 64,000.00
	2 Surface Course	tonnes	4500	\$ 128.00	\$ 576,000.00
2574	<u>Reshaping & Patching Asphalt Pavement</u>				
	1 Removal of Asphalt Pavement - Stripping	m ²	100	\$ 10.00	\$ 1,000.00
	2 Removal of Asphalt Pavement - Reprofilling	m ²	37000	\$ 2.00	\$ 74,000.00
	4 Cutting of Asphalt Pavement	m	10	\$ 10.00	\$ 100.00
	5 Channel Cut	m	400	\$ 10.00	\$ 4,000.00
2601	<u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u> Reconstruct & Adjustment Utilities to Grade & Alignment				
	1 Manholes - Adjust Existing	Each	65	\$ 475.00	\$ 30,875.00
	2 Manholes - Adjust with Mechanical Riser Ring	Each	30	\$ 775.00	\$ 23,250.00
	3 Catch Basins - Adjust Existing	Each	20	\$ 475.00	\$ 9,500.00
	4 Catch Basins - Adjust with Concrete Ring	Each	10	\$ 775.00	\$ 7,750.00
	5 Valve Box - Adjust Only	Each	55	\$ 225.00	\$ 12,375.00
	6 Valve Box - New Cover and Sleeve	Each	10	\$ 475.00	\$ 4,750.00
	7 Manholes - New Manhole Frame and cover	Each	15	\$ 1,250.00	\$ 18,750.00

Subtotal Part B: \$ 941,736.00

Part C: Asphalt Patching

DIVISION 2

2574	<u>Reshaping & Patching Asphalt Pavement</u>				
	1 Patching of Asphalt Pavement	m ²	3200	\$ 55.00	\$ 176,000.00
	2 Cutting of Asphalt Pavement	m	1500	\$ 10.00	\$ 15,000.00
	3 Channel Cut	m	1300	\$ 10.00	\$ 13,000.00
	4 Manholes - Adjust Only	Each	10	\$ 475.00	\$ 4,750.00
	5 Valve Box - Adjust Only	Each	10	\$ 225.00	\$ 2,250.00

Subtotal Part C: \$ 211,000.00

A. **Total of Part A, B and C** \$ 1,156,736.00

B. **H.S.T 15% of A** \$ 173,510.40

C. **Grand Total** \$ 1,330,246.40

(Carry Forward to Page 1
of Tender Form)

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Elizabeth Street Pump Station Upgrade 2021-11	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: May 31, 2021

Issue: The City of Corner Brook has requested bids to upgrade the pump station on Elizabeth Street.

Background: The Department of Transportation and Infrastructure (TI) has conducted an evaluation of the City of Corner Brook's (City) Elizabeth Street water pump house to identify upgrading requirements in support of the new Long Term Care Facility (LTCF) and AcuteCare Hospital (ACH). That study has identified cost of required improvements at approximately \$614,000. This project is 100% funded by the Government of Newfoundland and Labrador and the City has been asked to undertake this project on behalf of the Department of Transportation and Infrastructure.

Recommendation: Tenders for the Elizabeth Street Pump Station Upgrade Contract No. 2021-11 closed on May 26, 2021 with the following three (3) bids received:

RODCO Mechanical (2014) Ltd. (TB)	\$535,900.00 (HST Included)
Western Pump Services	\$578,686.67 (HST Included)
Brook Construction (2007) Inc.	\$616,400.00 (HST Included)

Tenders were reviewed by staff and recommend Option 1.

Be it resolved that the Council of the City of Corner Brook award the tender to RODCO Mechanical (2014) Ltd. (TB) for the Tender price of \$535,900.00 (HST Included), Elizabeth Street Pump Station Upgrade 2021-11.

Options:

1. That the Council of the City of Corner Brook award the tender to RODCO Mechanical (2014) Ltd. (TB) for the Tender price of \$535,900.00 (HST Included), Elizabeth Street Pump Station Upgrade 2021-11.
2. That the Council of the City of Corner Brook not award the tender to RODCO Mechanical (2014) Ltd. (TB) for the Tender price of \$535,900.00 (HST Included), Elizabeth Street Pump Station Upgrade 2021-11.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: Capital Budget - \$614,000.00

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 27, 2021

Additional Comments by City Manager:

Elizabeth Street Pump Station Upgrade, City of Corner Brook, NL

Rodco Mechanical (2014) Ltd.					
Stipulated Price Contract					
Base Tender (A1)					
Code	Description	Quantity	Price	Total Cost	Buyer Comment
A1-1	Base Tender	1	400000	400000	1
Group Total : \$ 400000					
Cash Allowances (A3)					
Code	Description	Quantity	Price	Total Cost	Buyer Comment
A3-1	SCADA Programming		20000	20000	1
A3-2	Residential PRV Installation		25000	25000	1
Group Total : \$ 45000					
Separate Prices (A4)					
Code	Description	Quantity	Price	Total Cost	Buyer Comment
A4-1	Interior Architectural Demolition and Improvements	1	21000	21000	1
Group Total : \$ 21000					
Harmonized Sales Tax (HST)					
Code	Description	Quantity	Price	Total Cost	Buyer Comment
HST	Harmonized Sales Tax (HST)	1	69900	69900	1
Group Total : \$ 69900					
Project Total : \$ 535900					

Stipulated Price Contract			
Base Tender (A1)			
Code	Description	UOM	
A1-1	Base Tender	Lump-Sum	
Cash Allowances (A3)			
Code	Description	UOM	
A3-1	SCADA Programming	N/A	
A3-2	Residential PRV Installation	N/A	
Separate Prices (A4)			
Code	Description	UOM	
A4-1	Interior Architectural Demolition and Improvements	Lump-Sum	
Harmonized Sales Tax (HST)			
Code	Description	UOM	
HST	Harmonized Sales Tax (HST)	Lump-Sum	

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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<p align="center">Subject Matter: RFD 2021-09 Supply of Equipment: One New Municipal Street Sweeper Truck</p>	
<p align="center">Report Information</p>	
<p>Department: PWWW</p>	<p>Attachments: N/A</p>
<p>Prepared By: D. Marshall</p>	<p>Council Meeting Date: May 31, 2021</p>

Issue: *Current sweeper is not sufficient to meet the demands of sweeping the city streets. A second sweeper unit is required to meet the demands.*

Background: *Current sweeper unit is not sufficient to meet the demands of sweeping the city streets. A second sweeper is required to meet the demands. PWWW tendered a new sweeper with the same specifications as our current unit. The tender closed on May 12, 2021 and all submitted bids are listed below (HST extra):*

Saunders Equipment *\$335,650.00*

Joe Johnson Equipment *\$332,264.00***

***It was determined upon review of the submissions that Joe Johnson Equipment did not meet the specifications & was therefore disqualified from being accepted despite the lower bid.*

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$335,650.00 (HST extra) by Saunders Equipment for the supply of new sweeper truck.

Recommendation: It is the recommendation of staff to accept the bid of \$335,650.00 (HST extra) by Saunders Equipment for the supply of new sweeper truck.

Options:

1. Accept staff's recommendation to purchase new sweeper truck.
2. Reject staff's recommendation to purchase new sweeper truck. This option will create inefficiencies in daily operations.

Legal Review: *Legal has reviewed the specifications & has decided that Joe Johnson Equipment did not the specifications outlined in the tender & has declared Joe Johnson disqualified.*

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: \$400,000 budgeted in 2021 COOR.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Environmental Implications: There are no environmental implications.

Prepared by: D. Marshall
Director: D. Burden
City Manager: Rodney Cumby
Date: May 17, 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: St. Mary's Brook Box Culvert Rehabilitation (Phase 2)	
Report Information	
Department: CEDP	Attachments: Anderson Engineering Consultants Ltd.
Prepared By: James Warford	Council Meeting Date: May 31, 2021

Issue: The City of Corner Brook requested a proposal from Anderson Engineering Consultants Ltd. for prime consultant services for engineering design, contract administration and inspection services required for Phase 2 of the rehabilitation of the concrete box culvert for St. Mary's Brook.

Background: The existing 4m x4m concrete box culvert on St Mary's brook at Curling Street is failing and requires repair. Under phase 1, a new headwall was constructed with repairs along the interior of the concrete culvert. Phase 2 will include improvements to the interior of the concrete structure required to maintain integrity of the exiting concrete box structure. Project will include removal of an adjacent abandoned and dilapidated concrete bridge which is a serious safety hazard. The phase 2 work is considered integral to the phase 1 work.

Recommendation: Staff have reviewed the submission and deem it to be fair and reasonable based on their hourly engineering rates comparable to other Consulting firms working on current projects. Staff recommend Option 1, that the Council of the City of Corner Brook approve the Proposal from Anderson Engineering Consultants Ltd. in the amount of \$16,404.75 (HST Included), for consulting services related to the St. Mary's Brook Box Culvert Rehabilitation (Phase 2) and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Proposal from Anderson Engineering Consultants Ltd. in the amount of \$16,404.75 (HST Included), for consulting services related to the St. Mary's Brook Box Culvert Rehabilitation (Phase 2).

Options:

1. That the Council of the City of Corner Brook approve the Proposal from Anderson Engineering Consultants Ltd. in the amount of \$16,404.75 (HST Included).
2. That the Council of the City of Corner Brook not approve the Proposal from Anderson Engineering Consultants Ltd. in the amount of \$16,404.75 (HST Included).
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: Project Budget - \$280,272.25

Environmental Implications: NA

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 14, 2021

Additional Comments by City Manager:

May 11, 2021

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

Dear Jim:

Re: Prime Consultant Services Related to Municipal Infrastructure Projects - St. Mary's Brook Box Culvert Rehabilitation (Phase 2)

Based on your request of April 26, 2021, for the above noted project, we are pleased to present for your consideration the following proposal for the provision of prime consulting services. These services will include for detailed engineering design, contract administration and inspection services required for Phase 2 of the rehabilitation of the existing concrete box culvert for St. Mary's Brook at Curling Street.

Phase 1 included for the replacement of the upstream west wing wall and the placement of two concrete curbs running the length of thirty (30) meters long culvert in addition to placement of rock fill for the culvert bottom.

Engineering Scope of Work

The engineering scope of work for Phase 2 of this project will consist of, but may not be limited to, site measurements and the collection of field information, detailed design including project drawings and specifications, in addition to contract documents for tendering and inspection services required for the rehabilitation of the existing concrete box culvert for St. Mary's Brook at Curling Street.

Contract Administration

Contract administration includes for, but may not be limited to:

- Act as the City's representative, providing project management and liaison with the contractor from the beginning of construction until the completion of the warranty period.
- Prepare as required Issued for Construction plans and specifications.
- Provide advice on the interpretation of contract documents to the contractor and City, and issue supplementary details and instructions as required.
- Review and approval of shop drawings for general compliance with design requirements and contract documents.
- Review contractor's progress claims.
- Recommend and issuing progress invoices, certificates and change orders.
- Make site visits to assess progress of work and to ensure conformity with the contract documents.
- Carrying out final review of the construction contract including commissioning of new systems.
- Issue substantial performance and final completion certificates.

Residential Inspection Services During Construction

- Provide on-site intermittent inspections, reporting and quality assurance of the construction.
- Arrange for, and/or carrying out, all prescribed field testing and inspection of materials and equipment.
- Carry out part-time inspection from the start of construction until substantial completion of the work.
- Obtain record and maintain as-constructed details and information and provide accurate as-built records to the City following completion of work.
- Certify the contractor's request for payments including quantity of work completed, materials delivered to the site and change orders.

Engineering Stipulations

- Design will conform to the Government of Newfoundland and Labrador Municipal Water, Sewer and Road Specifications, the City of Corner Brook Development Standards and good engineering design practice.
- Any application fees not identified in the engineering fee schedule will be the responsibility of the City of Corner Brook.
- The Government of Newfoundland and Labrador Municipal Water, Sewer and Road Specifications will be considered to be the technical specifications for this project. Only the front end specifications and supplementary specifications will be provided for this project.
- Environmental site investigation and testing will be considered to be outside the scope of work for this project. If deemed necessary, an environmental site investigation will be provided by a qualified environmental engineering consultant at the City of Corner Brook's expense.
- Staff from Anderson Engineering Consultants Ltd. will perform detailed surveys of the project areas to ensure complete and accurate information is known and presented on the project plans.
- Anderson Engineering Consultants Ltd. will arrange testing services as required, i.e. soil testing, compaction tests.
- Anderson Engineering Consultants Ltd. will provide construction drawings, detailed cost estimates, and a list of materials and quantities for the work.
- Prepare plans and specifications for tendering. Draft contract documents are to be reviewed and approved by the City of Corner Brook prior to tendering.
- Tendering of the project will depend on project funding. A minimum of 10 sets of final project drawings and specifications will be provided for the tender.
- During tendering, Anderson Engineering Consultants Ltd. will respond to contractor queries and issue clarifications, details, correction and addenda as may be required following consultation with the City.
- Following tender closing, Anderson Engineering Consultants Ltd. will perform an evaluation of tenders and provide a recommendation for award to the City.
- The project layout is for one time only, to identify reference points and bench marks. It will not include for the setting of grades, which along with additional field work is considered extra to the contract and will only be performed at the request of the City of Corner Brook. Please note that this work is normally performed by

the site works contractor. Anderson Engineering Consultants Ltd., however, reserves the right to enter onto the site at any time to confirm elevations and reference points, at no additional cost to the City of Corner Brook.

- Legal land surveys will be the responsibility of the City of Corner Brook.

Work Schedule

An estimate of time required to complete the task identified for Phase 2 in the engineering scope of work will be as identified for by the City of Corner Brook.

Task No.	Identified Task (Phase 2)
1	Detailed design for the rehabilitation of the existing concrete box culvert.
2	Prepare project drawings and specifications for final review by City staff in addition to the preparation of contract documents for tendering.

Engineering Fees

Per the terms of the City of Corner Brook's request for consulting services, each task has been broken down into the number of hours, the hourly rates and the assigned staff to complete each task.

Task No. 1 – Preliminary Engineering

Assigned Staff	Staff Hourly Rate	Estimated Hours	Fee
	\$70.00	4	\$ 280.00
Subtotal			\$ 280.00

Task No. 2 – Design Review and Contract Documents

Assigned Staff	Staff Hourly Rate	Estimated Hours	Fee
	\$150.00	10	\$1,500.00
	\$85.00	15	\$1,275.00
Subtotal			\$2,775.00

Task No. 3 – Contract Administration

Assigned Staff	Staff Hourly Rate	Estimated Hours	Fee
	\$150.00	10	\$1,500.00
Subtotal			\$1,500.00

Task No. 4 – Project Completion & Record Drawings

Assigned Staff	Staff Hourly Rate	Estimated Hours	Fee
	\$70.00	5	\$ 350.00
Subtotal			\$ 350.00

Task No. 5 – Inspection Services

Assigned Staff	Staff Hourly Rate	Estimated Hours	Fee
Inspection Services	11 days @	\$660/day	\$7,260.00
Subtotal			\$7,260.00

Task No. 6 – Reimbursable Allowance (Testing Services)

Testing services will be provided by a certified testing consultant on an as needed basis at the direction of Anderson Engineering Consultants Ltd.

Test Required			Fee
Concrete Testing			\$1,500.00

Task No. 7 – Expenses

Additional Fees			Fee
Permit Fees			\$600.00

Engineering Fee Summary

Task No.	Identified Task	Fees
1	Preliminary Engineering	\$280.00
2	Design Review and Contract Documents	\$2,775.00
3	Contract Administration	\$1,500.00
4	Project Completion & Record Drawings	\$350.00
5	Inspection Services	\$7,260.00
6	Reimbursable Allowance (Testing Services)	\$1,500.00
7	Permit Fees	\$600.00
	Subtotal	\$14,265.00
	HST	\$2,139.75
	Total	\$16,404.75

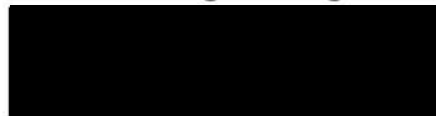
Curriculum Vitae

A curriculum vitae is attached for the staff of Anderson Engineering Consultants Ltd. which will be responsible for completing this project in a timely manner.

Anderson Engineering Consultants Ltd. looks forward to working with the City of Corner Brook staff on this project. If you have any questions regarding this proposal or wish to discuss it in greater detail, please contact the undersigned at your convenience.

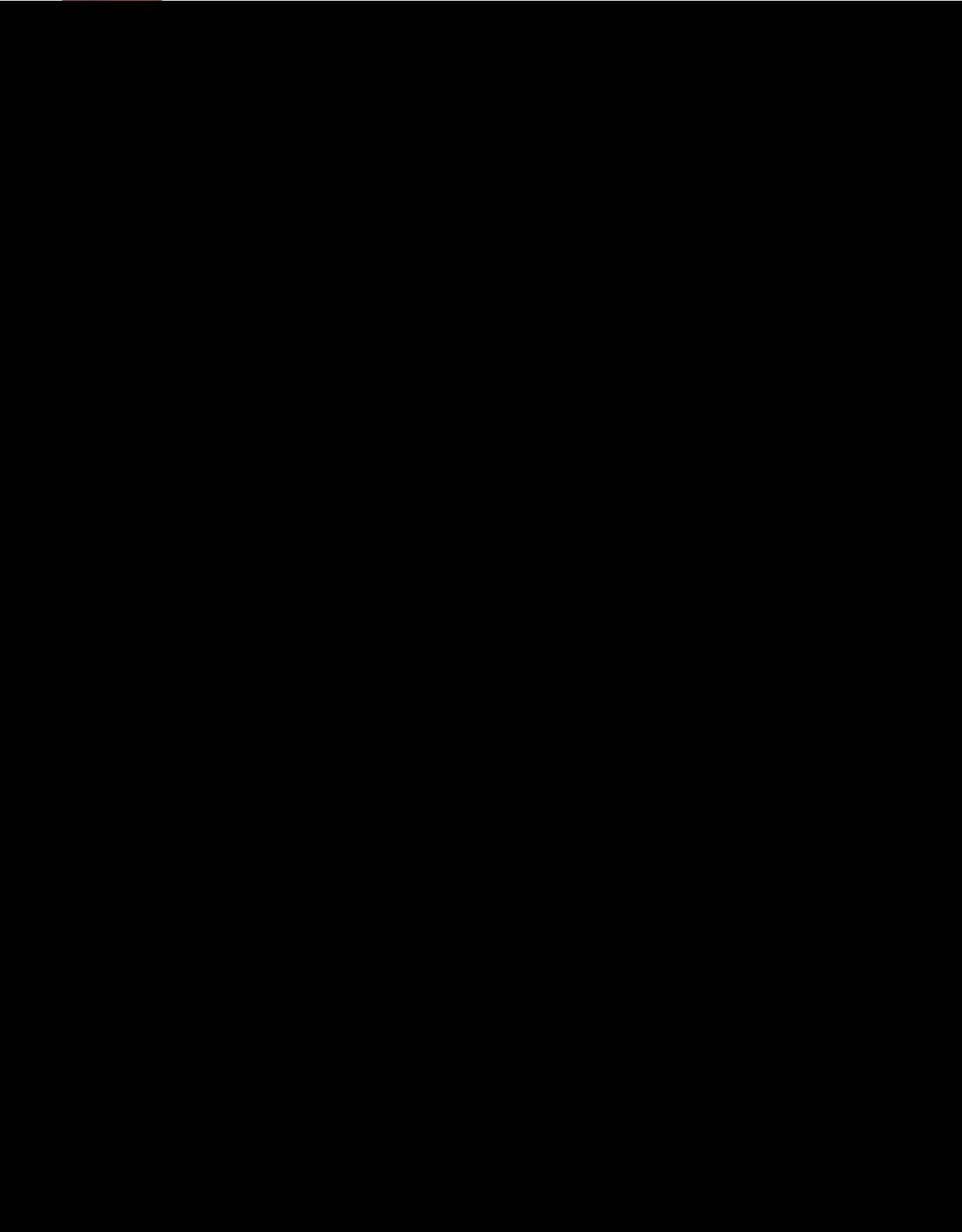
Yours truly,

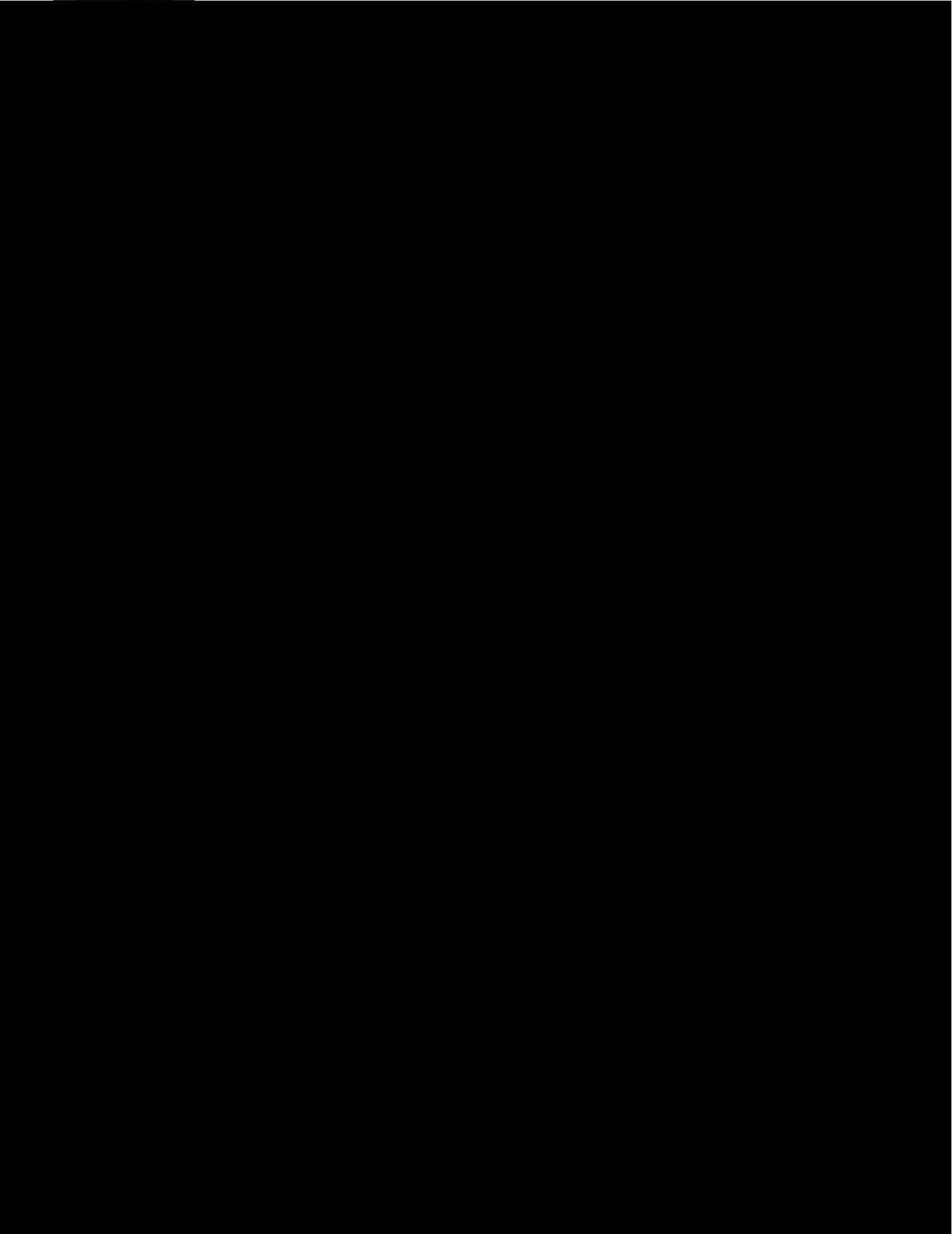
Anderson Engineering Consultants Ltd.

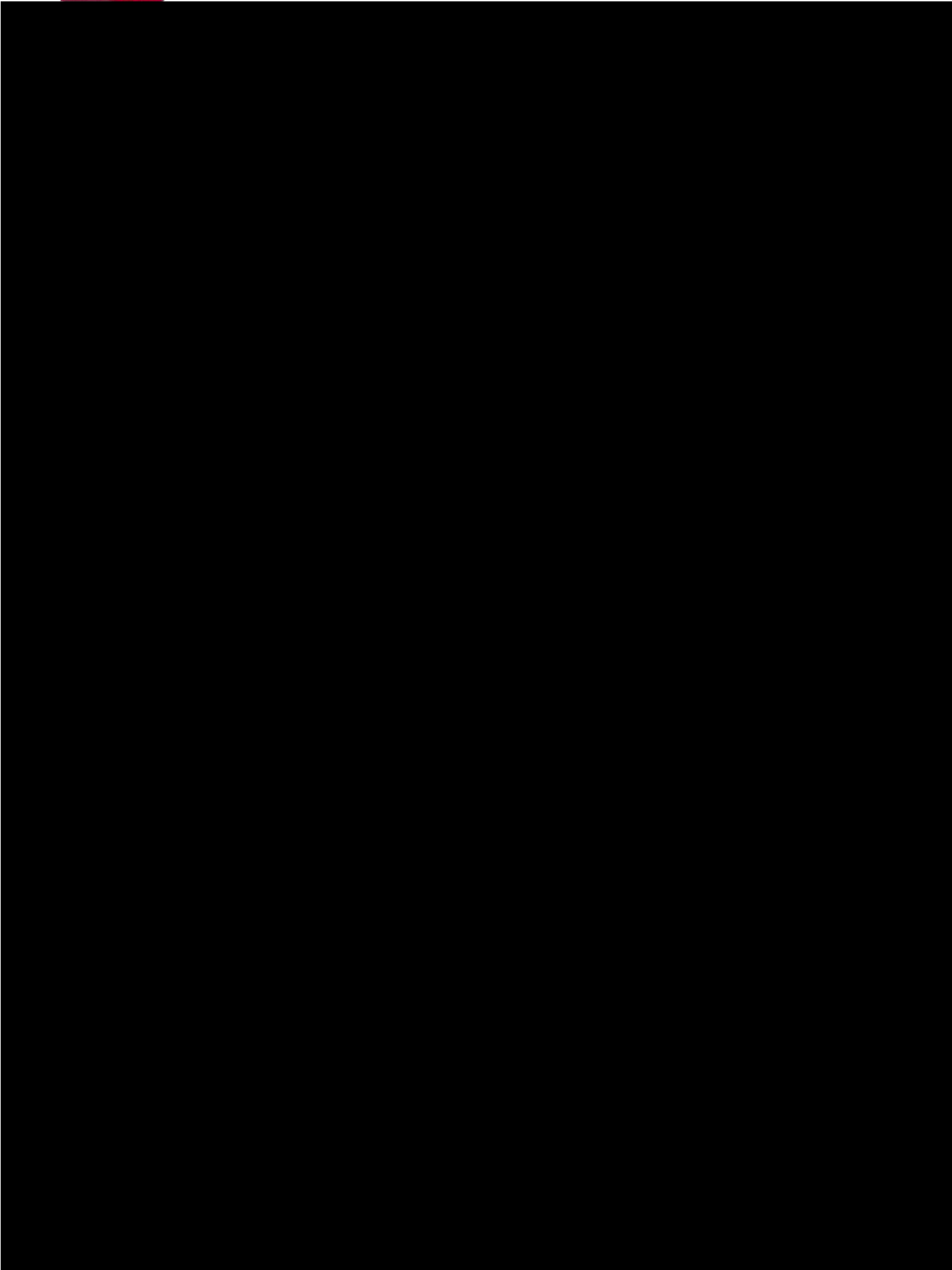


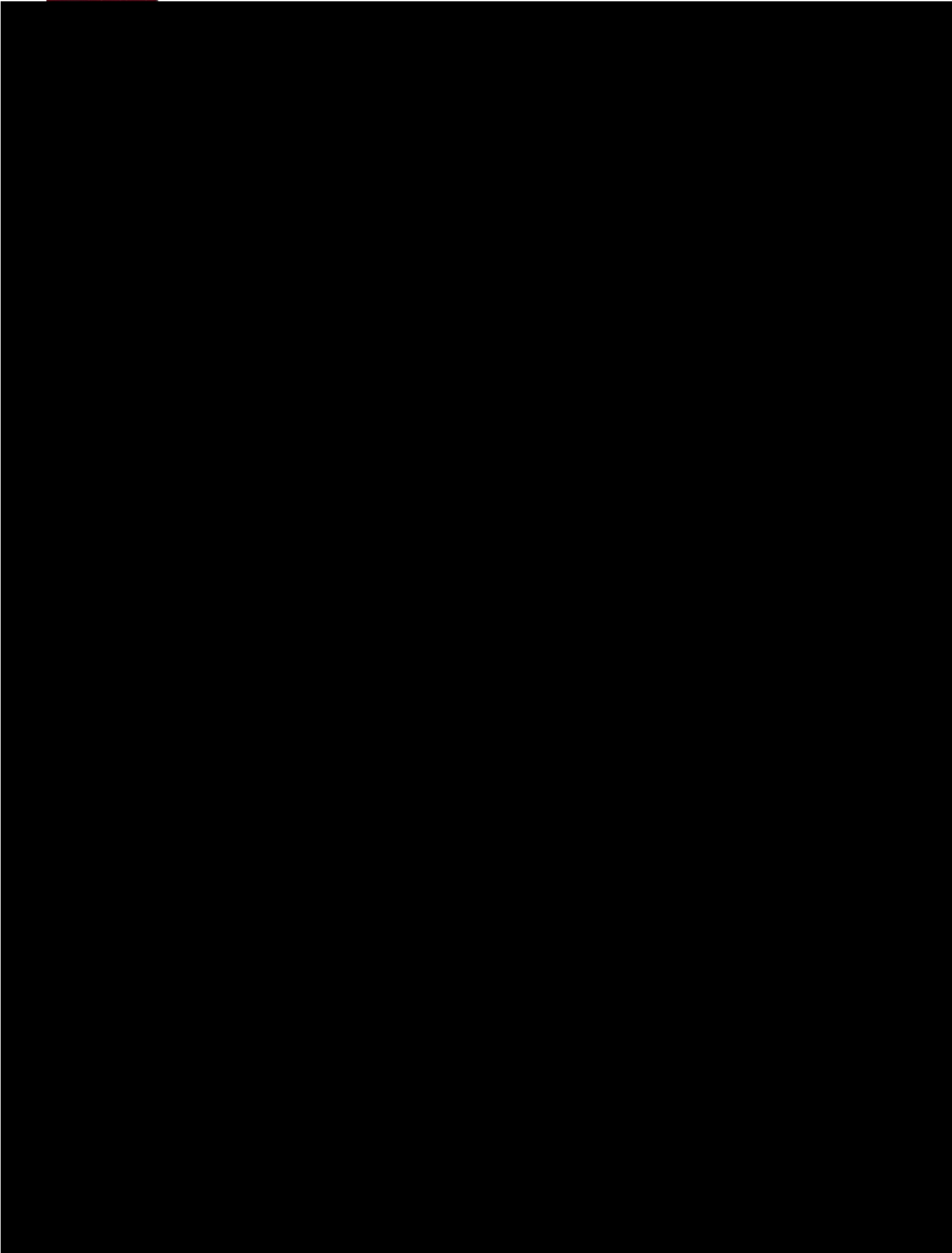
Walter J. Anderson, P.Eng.
President

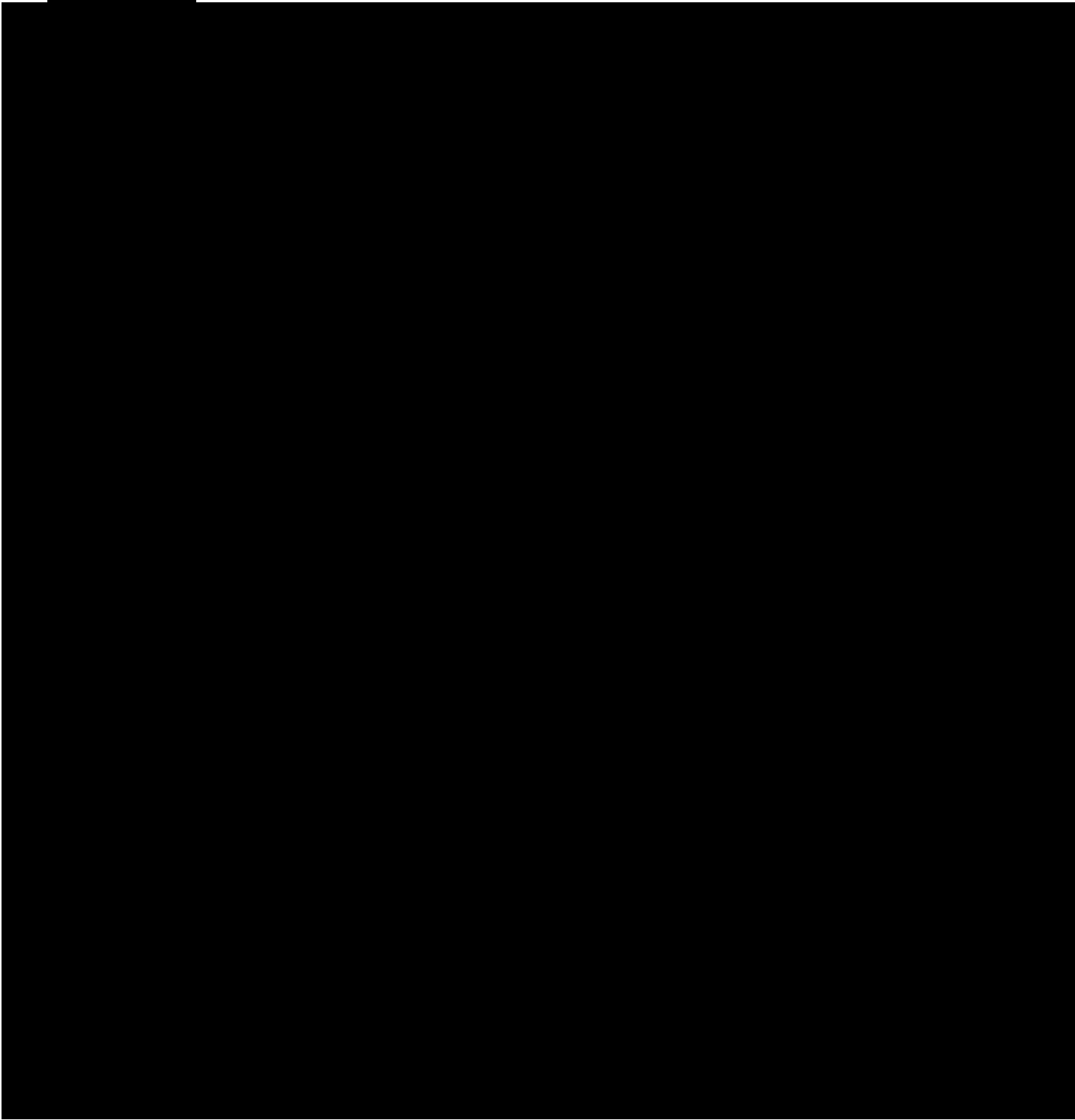
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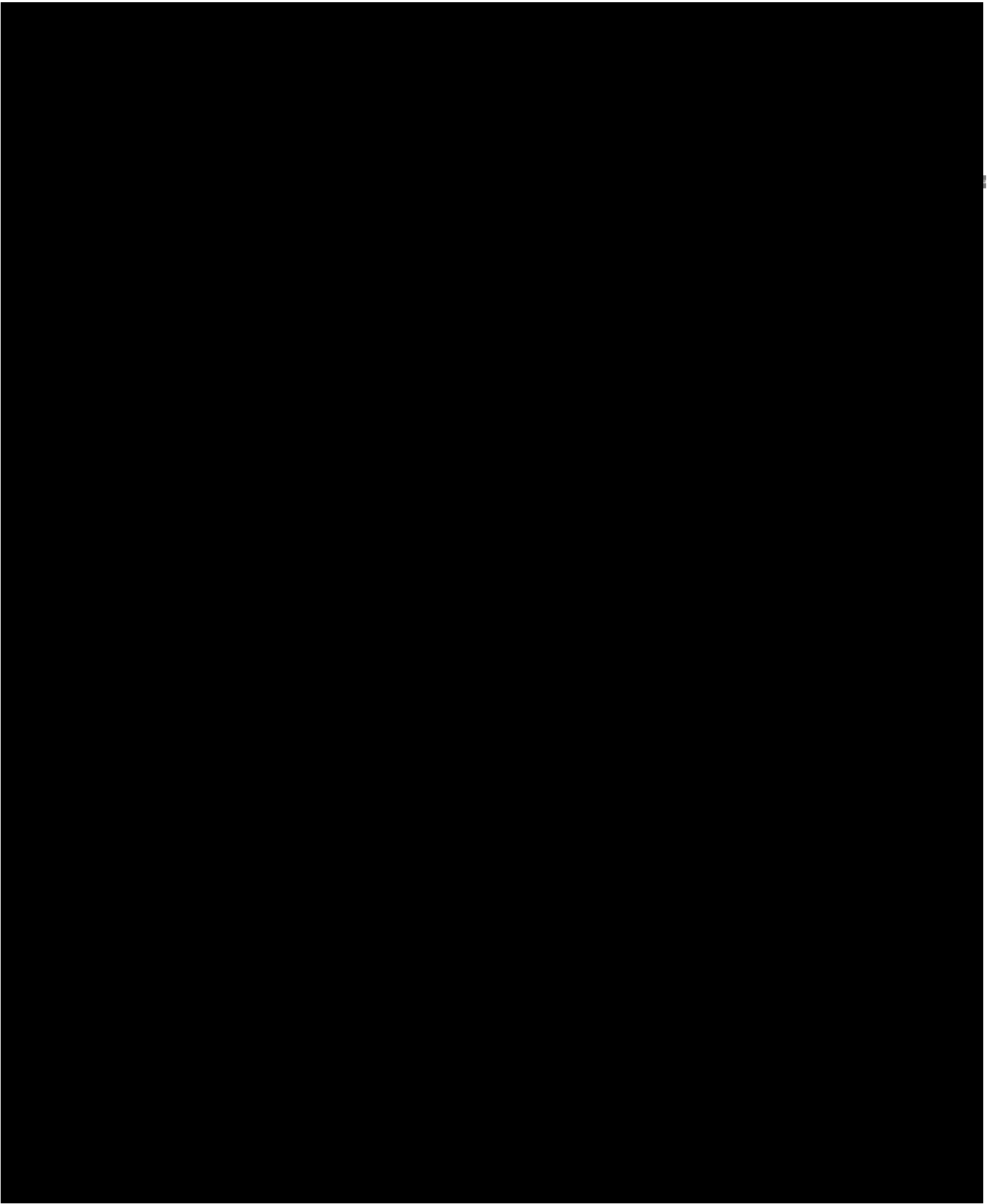


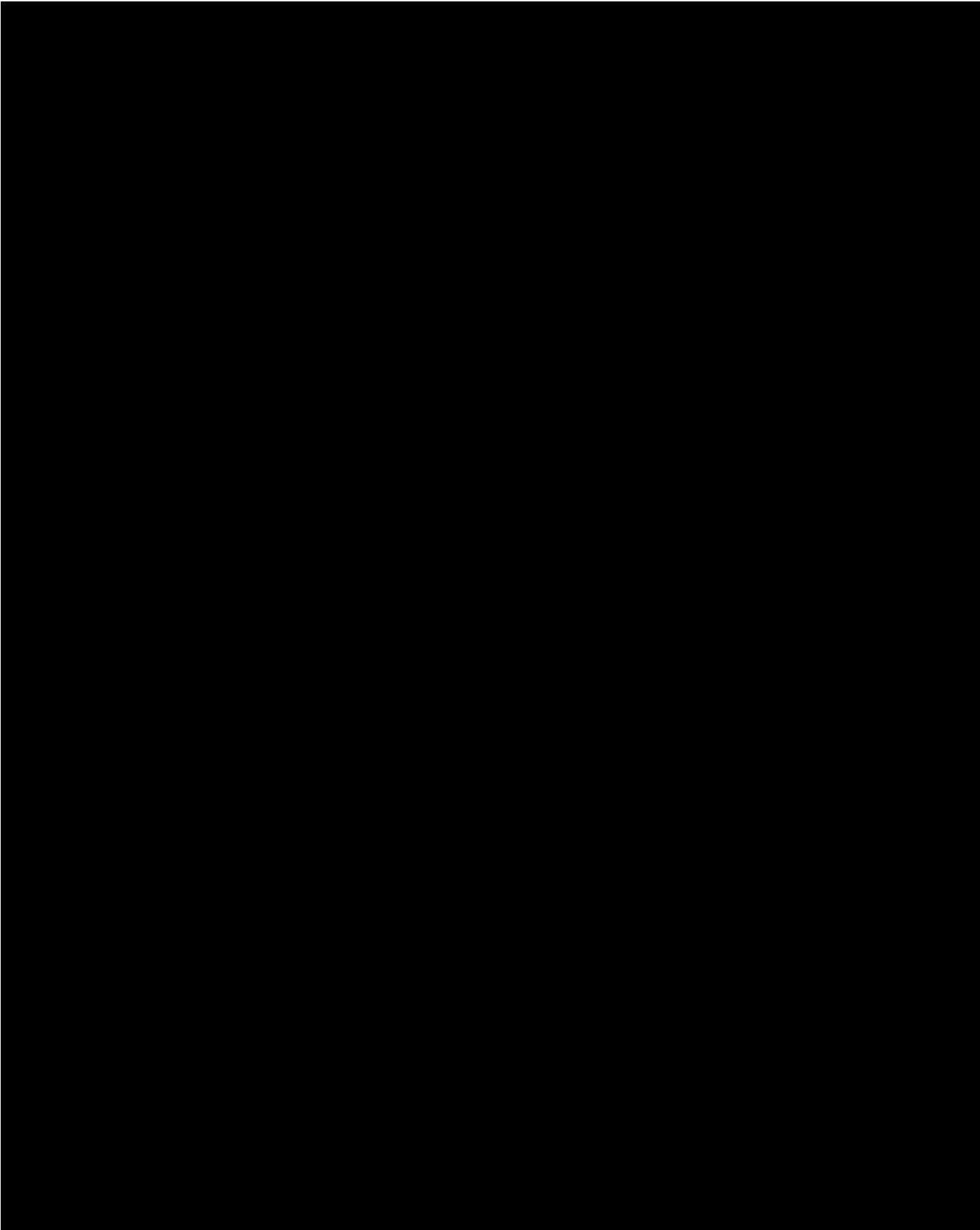












	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Steady Brook Feasibility Study PCA	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: PCA
Prepared By: James Warford	Council Meeting Date: May 31, 2021

Issue: This RFD is intended to address the approval of the Prime Consultant Agreement for the Steady Brook Feasibility Study which had been approved at the April 26, 2021 Regular meeting minute No. 21-59.

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, that the Council of the City of Corner Brook approve the Prime Consultant Agreement from CBCL Limited in the amount of \$51,750 (HST Included), for consulting services related to the Steady Brook Feasibility Study and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Prime Consultant Agreement from CBCL Limited in the amount of \$51,750 (HST Included), for consulting services related to the Steady Brook Feasibility Study.

Options:

1. That the Council of the City of Corner Brook execute the Prime Consultant Agreement from CBCL Limited in the amount of \$51,750 (HST Included), for consulting services related to the Steady Brook Feasibility Study.
2. That the Council of the City of Corner Brook not execute the Prime Consultant Agreement from CBCL Limited in the amount of \$51,750 (HST Included), for consulting services related to the Steady Brook Feasibility Study.

	<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: NA

Governance Implications:

Budget/Financial Implications: Provincial Water and Wastewater Initiative Fund

Budget: \$45,500 (Plus HST)

Environmental Implications: NA

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 25, 2021

Additional Comments by City Manager:

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

*City of Corner Brook
Regional Water Supply
Steady Brook Feasibility Study*

Consultant: *CBCL Limited*

TI Project No.: *2021-15*

Funding Program: *Provincial Water and Wastewater Initiative Fund*

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AGREEMENT

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

BETWEEN:

City of Corner Brook
("The Client")

AND:

CBCL Limited
("The Prime Consultant")

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

I. Definitions

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

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

II. The Prime Consultant's Work

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

III. Entire Agreement

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

IV. Representations and Warranties

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

V. Conflict Between Provisions

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

VI. Start and Completion Date

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

Start Date: *May 20, 2021*

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

VII. Effective Date

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

VIII. Paragraph Numbering

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

IX. Counterparts

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

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

City of Corner Brook

Signing Officer

Witness or Signing Officer

Date

Date

CBCL Limited

Signing Officer

Witness or Signing Officer

21-May-21

Date

May 21, 2021

Date

SCHEDULE "A"

SCOPE OF WORK
BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

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

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

1. PART 1 DEFINITIONS

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

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

2. PART 2 RESPONSIBILITIES

1) PRIME CONSULTANT

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

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

2) CLIENT'S RESPONSIBILITIES

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

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

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

3. PART 3 GENERAL REQUIREMENTS

1) STAFF

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

2) SCHEDULE

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

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

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

3) COST CONTROL

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

4) CHANGES AND ADJUSTMENT

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

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

5) ERRORS AND OMISSIONS

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

6) PRIME CONSULTANT ACTIONS AND DECISIONS

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

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

7) INSURANCE COVERAGE

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

4. PART 4 BASIS OF PAYMENT SCHEDULE

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

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

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

SCHEDULE I
PROJECT DESCRIPTION

Project Description:

Project consists of conducting a feasibility study for the possible servicing of Steady Brook with municipal water supply from Corner Brook. The scope of the project includes examining a combination of present and future water demands between the two existing systems as well as identifying possible servicing scenarios, complete with budgeting information, that include both over-land options and road alignment options. The project aims to determine whether the Corner Brook water system is capable of supplying Steady Brook.

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

- In the attached Proposal.

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

- In the attached Proposal.

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

	<u>BASIC SERVICES</u>		
	Preliminary Engineering		\$ 42,000
	Design Development		\$
	Contract Documents		\$
	Tendering and Contracts Award		\$
	Contract Administration		\$
	Project Completion Phase and Project Record Drawings		\$
			\$
	<u>Other:</u>		\$
	Resident Services during Construction		\$
	Commissioning		\$
	Prime Consultant Project Expenses for Above Services		\$ 3,000
			\$
			\$
			\$
A	SUB-TOTAL SERVICE FEES		\$ 45,000
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$
	Travel*		\$
	Accommodation*		\$
	Permits (enter list of permits.)		\$
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$
C	TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	From Schedule III	\$
D	TOTAL SERVICE FEE (Less HST)	(A+B+C)	\$ 45,000
E	TOTAL HST	15% D	\$ 6,750
F	TOTAL SERVICE FEE (Including HST)	D+E	\$ 51,750

* per Treasury Board Rates at time of signing contract

SCHEDULE III

(Water, Sewer, and Municipal Roads)

ADDITIONAL REIMBURSABLE ALLOWANCES

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

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

SCHEDULE IV
PROJECT SCHEDULE

Task / Milestone	Schedule
PCA Signature Date	As of the date of last signature in this document.
Project Kickoff Meeting	Within 1 Week(s) of PCA signature
Project Completion Date	8 Weeks after Project Kickoff Meeting

SCHEDULE V
OTHER GENERAL REQUIREMENTS

The following items form an integral part of this contract:

- Professional and Commercial Liability Insurance Certificates
- CBCL Limited proposal dated January 15, 2021

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

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

No Special Terms and Conditions

SCHEDULE "C"
GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

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

Payment Outline

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

1.2 Reimbursement of Expenses

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

Reimbursement Outline

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

- (i) Meals, Travel, and Lodging
- (ii) Any Claims against cash allowance requires itemized receipts.

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

1.3 Payment General

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

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

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

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

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

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

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

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

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

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

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

employees, servants and/or agents; and

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

- 3.2 The Prime Consultant shall treat all Confidential Information acquired by the Prime Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Prime Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.
- 3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.

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

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

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

3.9 The Prime Consultant shall:

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

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

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

Article - 5. ACCESS TO FACILITIES

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

Article - 6. RECORDS AND AUDIT

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

Article - 7. TERMINATION

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

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

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

Article - 8. NOTICES

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

For the Client:

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

Phone: (709) 637 - 1626
Fax: (709) ### - ####
Email: jwarford@cornerbrook.com

For the Prime Consultant:

*Greg Sheppard, P. Eng.
CBCL Limited
187 Kenmount Road
St. John's, NL, A1B 3P9*

Phone: (709) 364 - 8623
Fax: (709) 364 - 8627
Email: gregs@cbcl.ca

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

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

Article - 9. LIABILITY

- 9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.
- 9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

- 10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

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

Article - 12. LAWS GOVERNING

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

Article - 13. USE OF WORK

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

Article - 14. CONFLICT OF INTEREST

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

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

Article - 15. SUB-CONTRACTORS

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

Article - 16. GENERAL

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

interpretation of this Agreement.

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

SCHEDULE "D"

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

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

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

SCHEDULE “E”
Access to Information

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



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City of Corner Brook		CBCL Limited	
5 Park Street		901 - 1505 Barrington Street	
Corner Brook, NL		PO Box 606	
POSTAL CODE A2H6E1		Halifax, NS	
		POSTAL CODE B3J 2R7	
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)			

Issued as confirmation of coverage.

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS	XL Specialty Insurance Company <div></div>	2021/1/31	2022/1/31	COMMERCIAL GENERAL LIABILITY		
				BODILY INJURY AND PROPERTY DAMAGE LIABILITY		
				- GENERAL AGGREGATE		2,000,000
				- EACH OCCURRENCE		2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY		
<input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	XL Specialty Insurance Company <div></div>	2021/1/31	2022/1/31	OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		2,000,000
				MEDICAL PAYMENTS		10,000
				TENANTS LEGAL LIABILITY		2,000,000
				POLLUTION LIABILITY EXTENSION		
				NON OWNED AUTOMOBILE		2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	XL Specialty Insurance Company <div></div>	2021/1/31	2022/1/31	BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
				EACH OCCURRENCE		
				AGGREGATE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>						
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Hub International Atlantic Limited			
500-77 Germain Street			
Saint John, NB			
POSTAL CODE E2L2E8			
BROKER CLIENT ID: CBCLIM001		POSTAL CODE	

8. CERTIFICATE AUTHORIZATION			
ISSUER Hub International Atlantic Limited	CONTACT NUMBER(S)		
	TYPE Phone NO. (877) 635-0760 TYPE Fax NO. (506) 635-0741		
AUTHORIZED REPRESENTATIVE Shaun Booker	TYPE NO. TYPE NO.		

DATE **2021/5/19** EMAIL ADDRESS **shaun.booker@hubinternational.com**



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City of Corner Brook		CBCL Limited	
5 Park Street		901 - 1505 Barrington Street	
Corner Brook, NL		PO Box 606	
POSTAL CODE A2H6E1		Halifax, NS	
		POSTAL CODE B3J 2R7	
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)			

Issued as confirmation of insurance coverage - FOR INFORMATION PURPOSES ONLY

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION <input type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES				COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE - EACH OCCURRENCE PRODUCTS AND COMPLETED OPERATIONS AGGREGATE <input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY MEDICAL PAYMENTS TENANTS LEGAL LIABILITY POLLUTION LIABILITY EXTENSION		
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** ** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE				BODILY INJURY AND PROPERTY DAMAGE COMBINED BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE AGGREGATE		
OTHER LIABILITY (SPECIFY)	XL Specialty Insurance Company					
		2021/1/31	2022/1/31	Per Claim		2,000,000
	XL Specialty Insurance Company	2021/1/31	2022/1/31	Aggregate		2,000,000

5. CANCELLATION	
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.	

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
Hub International Atlantic Limited			
500-77 Germain Street			
Saint John, NB			
POSTAL CODE E2L2E8			
BROKER CLIENT ID: CBCLIM001		POSTAL CODE	

8. CERTIFICATE AUTHORIZATION			
ISSUER Hub International Atlantic Limited	CONTACT NUMBER(S)		
	TYPE Phone NO. (877) 635-0760	TYPE Fax NO. (506) 635-0741	
AUTHORIZED REPRESENTATIVE Shaun Booker	TYPE NO.	TYPE NO.	

DATE 2021/5/19 EMAIL ADDRESS shaun.booker@hubinternational.com

January 15th, 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 Feasibility Study

Recent discussions between the Town of Steady Brook and the City of Corner Brook have identified the possibility 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 be understood, even at a conceptual level, before determining whether the Corner Brook system is capable of supplying Steady Brook. What follows is a CBCL scope of service to conduct a feasibility study for the possible 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 feasibility assessment by examining a combination of present and future water demands between the two existing systems as well as identifying possible servicing scenarios, 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 what 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 possible 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 conceptual level 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 the study 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 study 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 study 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
January 15, 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

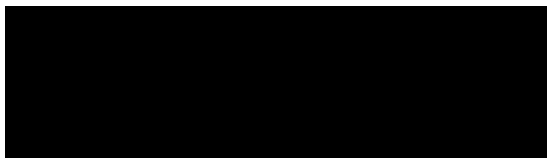
Item	Cost
Water Demand and Capacity Assessment	\$20,000
Servicing Scenarios	\$15,000
Management and Reporting	\$7,000
Expenses	\$3,000
Total (excluding HST)	\$45,000

We are available to initiate the work scope immediately upon approval and anticipate the assignment will take 6-8 weeks 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. We look forward to working with both the Town and City in considering the further regionalization of the water supply in a viable and sustainable manner.

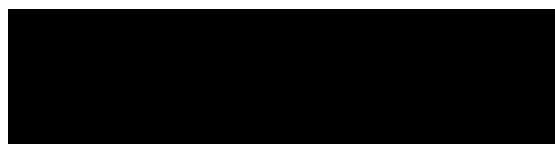
Please contact the undersigned with any questions or follow up.

Yours very truly,

CBCL Limited



Prepared by:
Mike Chaulk P.Eng., MASc.
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: Approval and execution of agreement – 2014-2017 & 2017-2020 Multi Year Capital Works Program – 3 Year Allocation

Report Information	
<p>Department: Community, Engineering, Development & Planning</p>	<p>Attachments: Letter from Department of Transportation and Infrastructure; Municipal Infrastructure Funding Agreement 2014 – 2017 & 2017-2020 Schedule A Amendment</p>
<p>Prepared By: James Warford</p>	<p>Council Meeting Date: May 31, 2021</p>

Issue: The City and the Department of Municipal Affairs have agreed to amend the current Schedule A's for the 2014-2017 & 2017-2020 Multi-Year Capital to reflect the revised amounts for the listed projects.

Background: In 2014 & 2017 the City and the Department of Municipal Affairs agreed upon projects and expected costs to be included in the 2017-2020 MYC funding agreement. Since that time many of the projects have been completed and the actual costs in some cases are different than the amounts originally anticipated. In order to fully utilize the funding and to receive maximum funding on the MYC projects, a reallocation of the funds by project is required. As a result of this reallocation there is no change in the total amount of funding from Municipal Affairs, the amount of funding required from the City, or the projects to be funded. The only change is the amount of funding allocated to the specified projects.

Recommendation: Staff recommends Council approve the ratification and signing of the Municipal Infrastructure Agreements 2014-2017 & 2017-2020 Schedule A Amendment.

Be it resolved that the Council of the City of Corner Brook accept the cost-shared funding as outlined in the Transportation and Infrastructure project approval letter dated May 12, 2021 to complete projects under the 2014 – 2017 & 2017-2020 Municipal Infrastructure Agreement Amendment. The Corner Brook City Council authorizes the Mayor and City Manager to sign the 2014-2017 & 2017-2020 Municipal Infrastructure Agreement Amendment with the Department of Transportation and Infrastructure 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



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

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

Budget/Financial Implications: The funding for the City's portion of the 2014-2017 & 2017-2020 has already been anticipated in the City's budgetary plan.

Environmental Implications: NA

Prepared by: Jim Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: May 13, 2021

Additional Comments by City Manager:



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

May 12, 2021

COR/2021/01054-01

NOTIFICATION OF APPROVAL
Multi-Year Capital Works – 3 Year Allocation
Schedule A Amendment
2014 – 2017 & 2017 - 2020

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

Dear Mayor Parsons:

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

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

NEXT STEPS

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

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



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

Sincerely,



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

“Being safe is in your own hands”

/jl

Enc.

cc: Hon. Gerry Byrne, MHA
 H. Scott-Walsh, Regional Manager
 C. Power, P. Eng., Regional Engineer
 C. Johnson, Manager, Fed/Prov Programs

City of Corner Brook
2014-17 Multi Year

Schedule A Revised May 2021

Project	Project #	Revised Funding April 2020	Revised Funding May 2021	Rebate	Net Funding	Provincial Share	Municipal Share
Public Works Depot Replacement, additional funding	17-MYCW-13-12197	3,000,000	2,789,834	123,605	2,666,229	1,866,360	799,869
Asphalt Management Software	17-MYCW-15-00042	47,156	47,156	2,089	45,068	31,547	13,520
Street Improvements - Curling Street, Main Street, Old Humber Road, Riverside Drive, Edinburgh Street, Retaining Wall replacements, Drainage Improvements, Street Resurfacing, Traffic Light Upgrades, Street Failure Repairs	17-MYCW-15-00043	8,523,331	8,523,331	377,139	8,146,192	5,702,334	2,443,858
Sanitary Sewer Systems Upgrading - Burke's Road, Georgetown Road, Lift Station Upgrades	17-MYCW-15-00044	204,306	204,306	9,372	194,934	136,454	58,480
Storm Sewer Systems Upgrading - Bliss Street, East Valley Road, Fairview Avenue, MacPherson Avenue, West Valley Road, Woodbine, Brookfield Avenue, Confederation Drive, Gilbert Street, Raymond Heights	17-MYCW-15-00045	2,000,000	2,000,000	88,496	1,911,504	1,338,053	573,451
Water Systems Upgrading - Pressure Regulating Valve & Building upgrades, Water Main Rehabilitation, Georgetown Road Watermain Flushing Chamber	17-MYCW-15-00046	1,038,095	1,038,095	45,933	992,162	694,513	297,649
Enterprise Resource Planning Software, additional funding	17-MYCW-13-12191	47,640	47,640	2,226	45,415	31,790	13,624
Combined Sewer Separation	17-CWWF-17-00125	196,084	196,084	18,268	177,815	124,471	53,345
St. Mary's Brook Culvert Phase 2	17-MYCW-22-00145		221,681	20,653	201,028	140,720	60,308
TOTAL		15,056,612	15,068,127	687,780	14,380,347	10,066,242	4,314,105

Municipal Infrastructure Funding Agreement
2014 - 2017
Multi-Year Capital Works Program

This Agreement made this _____ day of _____, 20_____

BETWEEN

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART

WHEREAS The Minister and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of the projects outlined in Schedule A, Municipal Capital Works funding program hereinafter referred to as the “Project”, and have agreed to cost not in excess of **\$15,068,127**, including HST/GST, which amounts to **\$14,380,347** after applicable GST/HST rebate calculations;

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

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

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

1. OBLIGATIONS OF THE MINISTER:

1. To make payment to the Ultimate Recipient 70 % of eligible costs, up to a maximum of \$10,066,242 as these costs are incurred and upon receipt of the required documentation.

2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To arrange financing of \$4,314,105 for the Ultimate Recipient's share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
2. To arrange financing of \$687,780 for the HST/GST rebate share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
3. To fund all costs associated with financing either the Ultimate Recipient Share or the HST/GST share.
4. To ensure that all costs in excess of the authorized funding will be one hundred percentum (100%) responsibility of the Ultimate Recipient for payment.
5. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, a Project.

3. PROJECT SCOPE

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

As per the attached Schedule A.

4. PROJECT DEADLINES

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

	Milestone	Deadline
1	Consultant Contract Awarded	May 12, 2022
2	Construction Contract Awarded	May 12, 2023
3	Project Completion and final invoices submitted to Transportation and Infrastructure	May 12, 2025

5. PROJECT CANCELLATION

5.1. BY THE ULTIMATE RECIPIENT

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

5.2. BY NEWFOUNDLAND AND LABRADOR

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

6. PROJECT AMENDMENTS

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

6.1. CHANGE IN PROJECT SCOPE

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

6.2. CHANGE IN PROJECT DEADLINES

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

6.3. USE OF SURPLUS FUNDS

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

7. FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. Newfoundland and Labrador will not:
 - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
 - b) pay capital costs for a Project until the requirements under section 10 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

8. AWARDING OF CONTRACTS

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

9. REQUIREMENTS FOR PROJECTS

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

10. ENVIRONMENTAL ASSESSMENT

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

11. AUDIT

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

12. ACCESS

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

13. DISPUTE RESOLUTION

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

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

14. DEFAULT

14.1. EVENTS OF DEFAULT

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

14.2. DECLARATION OF DEFAULT

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

14.3. REMEDIES ON DEFAULT

1. In the event that Newfoundland and Labrador declares default under section 14.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
2. Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
3. Suspend or terminate the approval of Projects;
4. Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or

5. Terminate this Agreement.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1. LIMITATION OF LIABILITY

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

15.2. INDEMNIFICATION

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

16. ASSETS

16.1. DISPOSAL OF ASSETS

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

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

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

17. AMENDMENTS TO AGREEMENT

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

18. CONFLICT OF INTEREST

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

19. NO AUTHORITY TO REPRESENT

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

20. LOBBYIST

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

21. SEVERABILITY

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

22. ASSIGNMENT

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

23. AMENDMENTS TO AGREEMENT

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

24. WAIVER

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

25. NOTICE

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

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

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

26. COMPLIANCE WITH LAWS

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

27. SUCCESSORS AND ASSIGNS

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

28. PROJECT ANNOUNCEMENTS

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

29. AGREEMENT SIGNATURES

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

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

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

WITNESS

MINISTER OF TRANSPORTATION AND
INFRASTRUCTURE

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

WITNESS

Signing Official #1 Title: _____

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

		Schedule A Revised May 2021					
Project	Project #	As Per Schedule A February 2021	As Per Schedule A May 2021	GST/PST Rebate	Net Funding	Provincial Share	Municipal Share
Retaining Walls Replacement	17-MYCW-18-00014	123,426	123,426	11,499	111,927	55,964	55,964
O'Connell Drive at Woodman's Avenue, Culvert Upgrade	17-MYCW-18-00020	1,170,000	1,170,000	109,003	1,060,997	742,698	318,299
Pressure Reducing Valve Stations Upgrades	17-MYCW-18-00021	1,065,500	1,065,500	99,268	966,232	676,362	289,870
Dunbar Avenue Substandard Waterline Replacement	17-MYCW-18-00022	67,809	67,809	6,318	61,491	43,044	18,447
Millard's Road Waterline Looping / Quality Improvements	17-MYCW-18-00025	509,955	509,955	47,510	462,445	323,712	138,734
Georgetown Road Water Lateral Replacement	17-MYCW-18-00028	620,000	620,000	57,762	562,238	393,567	168,671
Georgetown Road at Burton's Road Culvert Replacement	17-MYCW-18-00016	600,660	600,660	55,960	544,700	381,290	163,410
East Valley / Central Street Storm Sewer Replacement	17-MYCW-18-00018	418,856	418,856	39,023	379,833	265,883	113,950
Bayview Heights Substandard Waterline Replacement	17-MYCW-18-00026	207,905	207,905	19,370	188,535	131,975	56,561
Transit Study and System Design	17-MYCW-21-00104	100,000	100,000	9,317	90,683	45,342	45,342
Mount Bernard Avenue Sewer Capacity and Upgrades	17-MYCW-21-00103	100,000	100,000	9,317	90,683	63,478	27,205
Regional Aquatic Centre Feasibility Study	17-MYCW-18-00017	153,472	153,472	14,298	139,174	97,422	41,752
St Mary's Brook / Curling Street, Concrete Culvert Replacement	17-MYCW-18-00019	165,225	165,225	15,394	149,831	104,882	44,949
Elizabeth Street Water Quality Improvements	17-MYCW-18-00023	438,442	438,442	40,848	397,594	278,316	119,278
East Valley Road Waterline Looping & Replacement	17-MYCW-18-00027	741,003	741,003	69,035	671,968	470,378	201,590
Gale/Cochrane Streets Substandard Waterline Replacement	17-MYCW-18-00024	626,959	626,959	58,411	568,548	397,984	170,564
Bear Head Road Section Rebuild	17-MYCW-18-00015	150,000	81,127	7,558	73,569	51,498	22,071
St. Mary's Brook Culvert Phase 2	17-MYCW-22-00145	0	58,591	5,459	53,132	37,193	15,940
UNALLOCATED (@ 70/30)		0	0	0	0	6,527	0
TOTAL		7,259,210	7,248,929	675,347	6,573,581	4,567,515	2,012,596

5/7/2021

Municipal Infrastructure Funding Agreement
2017 - 2020
Multi-Year Capital Works Program

This Agreement made this _____ day of _____, 20_____

BETWEEN

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

OF THE FIRST PART,

AND

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

OF THE SECOND PART

WHEREAS The Minister and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of the projects outlined in Schedule A, Municipal Capital Works funding program hereinafter referred to as the “Project”, and have agreed to cost not in excess of **\$7,248,929**, including HST/GST, which amounts to **\$6,573,581** after applicable GST/HST rebate calculations;

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

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

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

1. OBLIGATIONS OF THE MINISTER:

1. To make payment to the Ultimate Recipient 70 % of eligible costs, up to a maximum of \$4,567,515 as these costs are incurred and upon receipt of the required documentation.

2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. To arrange financing of \$2,012,596 for the Ultimate Recipient's share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
2. To arrange financing of \$675,347 for the HST/GST rebate share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
3. To fund all costs associated with financing either the Ultimate Recipient Share or the HST/GST share.
4. To ensure that all costs in excess of the authorized funding will be one hundred percentum (100%) responsibility of the Ultimate Recipient for payment.
5. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, a Project.

3. PROJECT SCOPE

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

As per the attached schedule A.

4. PROJECT DEADLINES

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

	Milestone	Deadline
1	Consultant Contract Awarded	May 12, 2022
2	Construction Contract Awarded	May 12, 2023
3	Project Completion and final invoices submitted to Transportation and Infrastructure	May 12, 2025

5. PROJECT CANCELLATION

5.1. BY THE ULTIMATE RECIPIENT

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

5.2. BY NEWFOUNDLAND AND LABRADOR

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

6. PROJECT AMENDMENTS

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

6.1. CHANGE IN PROJECT SCOPE

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

6.2. CHANGE IN PROJECT DEADLINES

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

6.3. USE OF SURPLUS FUNDS

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

7. FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. Newfoundland and Labrador will not:
 - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
 - b) pay capital costs for a Project until the requirements under section 10 (Environmental Assessment), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

8. AWARDING OF CONTRACTS

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

9. REQUIREMENTS FOR PROJECTS

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

10. ENVIRONMENTAL ASSESSMENT

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

11. AUDIT

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

12. ACCESS

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

13. DISPUTE RESOLUTION

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

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

14. DEFAULT

14.1. EVENTS OF DEFAULT

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

14.2. DECLARATION OF DEFAULT

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

14.3. REMEDIES ON DEFAULT

1. In the event that Newfoundland and Labrador declares default under section 14.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
2. Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
3. Suspend or terminate the approval of Projects;
4. Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or

5. Terminate this Agreement.

15. LIMITATION OF LIABILITY AND INDEMNIFICATION

15.1. LIMITATION OF LIABILITY

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

15.2. INDEMNIFICATION

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

16. ASSETS

16.1. DISPOSAL OF ASSETS

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

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

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

17. AMENDMENTS TO AGREEMENT

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

18. CONFLICT OF INTEREST

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

19. NO AUTHORITY TO REPRESENT

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

20. LOBBYIST

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

21. SEVERABILITY

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

22. ASSIGNMENT

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

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

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

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

26. COMPLIANCE WITH LAWS

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

27. SUCCESSORS AND ASSIGNS

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

28. PROJECT ANNOUNCEMENTS

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

29. AGREEMENT SIGNATURES

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

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

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

WITNESS

MINISTER OF TRANSPORTATION AND
INFRASTRUCTURE

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

WITNESS

Signing Official #1 Title: _____



Municipal Infrastructure Agreement Checklist

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

Please ensure that all items noted below are returned:

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

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

To be completed by Ultimate Recipient representative:

Signature Title Date

To be completed by Municipal Infrastructure representative

Signature Title Date



Sample Council/Committee/ICG Resolution

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

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

_____ passed the following motion as it relates to

the Project number _____ Project name _____

Motion #: _____

Moved By: _____ Title: _____

Second By: _____ Title _____

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

Motion Adopted/Defeated

In Favour _____ .

In Opposed _____ .

Abstained or declared conflict of interest _____.

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR

**DEPARTMENT OF TRANSPORTATION AND
INFRASTRUCTURE**

INFRASTRUCTURE PROJECT GUIDELINES

5th Edition

Effective April 2019

STATEMENT OF INTENT

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

ADMINISTRATION

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

TIMELINES

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



Transportation and Infrastructure Infrastructure Project Guidelines

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

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

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

PROJECT KICK-OFF

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

Project Closeout and Turnover

Build Better Building Policy and LEED

FINANCIAL

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

ENGINEERING SERVICES

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

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

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

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

CONSTRUCTION CONTRACT

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

EASEMENT AND RIGHTS-OF-WAY

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

CHANGE ORDERS (CONSULTANT AND CONTRACTOR)

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

CONTRACT EXTENSION

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

STATUS REPORTS

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

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

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

COMMUNICATIONS

JOINT COMMUNICATIONS

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

INDIVIDUAL COMMUNICATIONS

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

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

SIGNAGE

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

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

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

ELIGIBLE COSTS

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

INELIGIBLE COSTS

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

COSTS FOR ICIP PROJECTS

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

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

ELIGIBLE EXPENDITURES

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

INELIGIBLE EXPENDITURES

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



Request for Decision (RFD)

Subject: 53 Lundrigan Drive Purchase & Sale Agreement Amendment

To: Dale Park
Meeting: Regular Meeting - 31 May 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: The owner of 53 Lundrigan Drive has requested an amendment to the purchase and sale agreement dated November 26th, 2014.
Attachments: [Amending Agreement 53LD \(2\)](#)
[PS - 53 Lundrigan](#) [REDACTED]
[53 Lundrigan Amendment may 2021](#)

BACKGROUND INFORMATION:

In 2014 the City of Corner Brook and the developer entered into an agreement of purchase and sale dated November 26th, 2014 for land located at 53 Lundrigan Drive. The proposed development was to construct a single cold storage building.

The land was finally conveyed to the developer on May 15, 2018. Currently no development has taken place other than the initial grubbing and backfilling. Therefore the developer has failed to meet the conditions outlined in the purchase and sale agreement which was to complete the foundation for the proposed building and the necessary site working required for the foundation within 12 months of closing.

The developer then agreed to consolidate 53 Lundrigan Drive with their 55 Lundrigan Drive property with conditions:

- to apply to the City of Corner Brook to consolidate 53 & 55 Lundrigan Drive within 45 days of the execution of the amendment agreement
- To have the building located on 55 Lundrigan Drive sheeted in, which refers to finishing the shell of the building which would include but not limited to siding, the roof, man doors, overhead door and windows.
- This development must be completed on or before December 31, 2021.

If the developer fails to meet these conditions, then the City of Corner Brook may be obligated to demand that the developer transfer all right, title and interest in and to 53 Lundrigan Drive together with any and all development then completed by the developer to that date, free and clear of all liens, charges and encumbrances, to the City of Corner Brook for the sum of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) with no additional compensation to the developer for any improvements.

PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the amendment agreement between the City of Corner Brook and EJ Property Holdings Ltd for land located at 53 Lundrigan Drive

FINANCIAL IMPACT:

The land was sold for \$32,500.00, if the developer fails to meet the conditions, then the City of Corner Brook will exercise its right to take back the land for the sum of \$32,500.00.

GOVERNANCE IMPLICATIONS:

Policy
 Other
 City of Corner Brook Policy
 07-08-05 & 07-08-08

Legal Review: Yes

LEGAL REVIEW:

Reviewed by City Solicitor.

RECOMMENDATION:

Staff recommends Council approve the amendment agreement between the City of Corner Brook and EJ Property Holdings Ltd for land located at 53 Lundrigan Drive.

ALTERNATIVE IMPLICATIONS:

1. Approve the amendment agreement
 - a. Land will be developed and additional tax revenue
2. Reject the amendment agreement
 - a. Land will be left as is and the loss of potential tax revenue
 - b. Land will be available for other potential developers



City Manager

THIS AMENDING AGREEMENT made in duplicate the ____ day of _____, 2021.

BETWEEN:

CITY OF CORNER BROOK and CORNER BROOK CITY COUNCIL, bodies corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as “the Sellers”)

AND:

EJ PROPERTY HOLDINGS LTD., a body corporate, existing and continuing under the laws of the Province of Newfoundland and Labrador (hereinafter called the Buyer)

WHEREAS the parties entered into an agreement of purchase and sale on the 26th day of November 2014 for property adjacent to 55 Lundrigan Drive, now known as 53 Lundrigan Drive, Corner Brook, Newfoundland & Labrador (hereinafter called the “Agreement”);

AND WHEREAS the Sellers and the Buyer desire to amend certain terms of the Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, with said consideration binding the Parties, the Parties agree as follows:

The Agreement dated November 26, 2014 between the Seller and the Buyer shall be amended as follows:

1. **Clauses 5 a, b, c)** of the Agreement shall be removed replaced with the following:

“5.

- a. The parties agree that within 45 days of execution of this Amending Agreement the Buyer shall apply to the Sellers Community Services Department to consolidate 53 Lundrigan Drive with the Buyer’s existing property located at 55 Lundrigan Drive. When the two properties are consolidated the Buyer hereby agrees it will not subdivide the two properties without written approval from the Sellers. Should the Community Services Department refuse to grant the Buyer’s application to consolidate the Buyer will not be considered to have breached any of its obligations under this Amending Agreement or the original Agreement and the Buyers’ and Sellers’ rights and obligations as set out in the original Agreement, the Amending Agreement and in 5(b), 5(c), and 5(d) below, remain in force.
- b. The Sellers confirm that Building Permit # 0271-2020 issued by the Sellers which is due to expire July 29th, 2021 is extended to December 31st, 2021 and this permit now allows the Buyer to undertake construction work on 55 Lundrigan Drive. Pursuant to Building Permit #0271-2020 (now extended to December 31st, 2021) the Sellers require the Buyer, and the Buyer agrees, to have the building situated upon 55 Lundrigan Drive “sheeted in” on or before December 31st, 2021.
- c. Once the building has been “sheeted in” on or before December 31st, 2021 all obligations of the Buyer pursuant to the original Agreement and/or this Amending Agreement will have been fulfilled and the Buyer shall own, free and clear of all claims or further directives from the Sellers, all right, title and interest in 53 Lundrigan Drive and 55 Lundrigan Drive, or the newly

consolidated parcel (formerly individually known as 53 Lundrigan Drive and 55 Lundrigan Drive).

- d. In the event that the Buyer does not complete the items listed in clauses 5(a) and 5(b) the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the property originally 53 Lundrigan Drive described in Schedule "A" hereto, together with any and all development then completed by the Buyer upon 53 Lundrigan Drive free and clear of all liens, charges and encumbrances, to the Sellers for the sum of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) with no additional compensation to the Buyer for any improvements made to same"

2. Clause 6 of the agreement shall be removed and replaced with the following:

"6. The Buyer agrees that the Sellers shall have and hold an exclusive and irrevocable First Option to Repurchase 53 Lundrigan Drive herein described in the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the items mentioned in clauses 5(a) and 5(b). In the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of items in clauses 5(a) and 5(b), the Buyer shall thereupon make an offer in writing to the Sellers to sell the Property herein described to the Sellers and such offer shall remain open for acceptance for a period of thirty (30) days next after the same shall have been received by the Sellers (but so that such period shall in no case exceed the limit of time hereinafter fixed for the continuance of this option) and, if the Sellers shall, before the expiration of the said thirty (30) days, accept such offer, the Buyer shall resell the Property herein described, together with any buildings or erections thereon, to the Sellers upon the terms hereinafter appearing, free from all mortgages, charges or other encumbrances and, until the expiration of such period, the Buyer shall not be at liberty to sell the Property otherwise than in accordance with this option unless the Sellers unconditionally declines such offer in writing. Any resale under this option shall be made on the following terms and conditions:

- (i) THAT the consideration for such resale shall, unless otherwise agreed to by the parties in writing, be based on the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) of lawful money of Canada, to be paid by the Sellers to the Buyer; and
- (ii) THAT the resale shall be completed and the amount of the purchase money paid within thirty (30) days after the acceptance in writing of the offer to sell and thereupon the Buyer shall deliver vacant possession of the Property herein described, and all buildings and erections then existent thereupon, to the City."

All other terms, covenants, provisions and stipulations in the aforementioned Agreement are hereby confirmed in full force and effect.

SIGNED, SEALED & DELIVERED on behalf of the Seller this ____ day of _____, 2021.

CITY OF CORNER BROOK

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

SIGNED, SEALED & DELIVERED on behalf of the Buyer this ____ day of _____, 2021.

EJ PROPERTY HOLDINGS LTD.

Witness

Colin Way

DRAFT

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this 26th day of Nov., 2014.

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

AND EJ PROPERTY HOLDINGS LTD., a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter referred to as "The Buyer")

WHEREAS the Sellers own property located adjacent to 55 Lundrigan Drive 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 Sellers desire to sell The Property and the Buyer wishes to purchase the property;

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

PROPERTY AND PURCHASE PRICE

1. The Sellers hereby agree to sell and the Buyer agrees to purchase the Property located adjacent to 55 Lundrigan Drive 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 Thirty Two Thousand Five Hundred Dollars (\$32500.00) per acre plus taxes on the following terms and subject to the provisions in paragraph 7 (a) regarding adjustments and paragraph 7(b) regarding HST (hereinafter referred to as "the Purchase Price").

CLOSING

2. This agreement shall be completed on or before the 26th day of NOVEMBER, 2016 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

3. The Sellers are to furnish the Buyer with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyer is allowed 45 days to investigate the title to The Property, which the Buyer shall do at its own expense. If within that time any valid objection to title is made in writing, to the Sellers, which the Sellers are unable or unwilling to remove, and which the Buyer will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyer, without interest and without liability by the Buyer for any expenses incurred or damages sustained by the Sellers.

CONVEYANCE

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

at the expense of the Sellers, to be delivered on payment of the Purchase Price 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.

DEVELOPMENT

5. The Buyer represents that it intends to develop the lands, which is the subject of this Agreement in the following manner:
 - a) The Buyer expressly understands and agrees that the Sellers manages its land in the best interest of the City of Corner Brook and its citizens by the most equitable means possible. In order to ensure this, prior to the closing date the Sellers requires that the Buyer obtain approval of floor plans and building design from the Development and Planning Department of the City of Corner Brook and all approvals necessary from any Department of the Province of Newfoundland and Labrador, including approval for building accessibility (if applicable) pursuant to the Buildings Accessibility Act, necessary for the commencement of construction on the said lands in accordance with the Buyer's intended development (hereinafter the "Development").
 - b) This agreement shall be null and void and of no effect in the event that the approvals referred to in paragraph 5a) hereof are not obtained by the Buyer on or before the closing date. The Sellers may, in its sole and absolute discretion, extend the closing date in writing to permit the Buyer additional time to obtain the approvals referred to in paragraph 5a).
 - c) The parties agree that the Buyer shall begin construction in accordance with the Development as soon as reasonably possible following the closing date. In the event that the Buyer does not complete the following items of the Development and shown listed as i and ii below (the "Works") within twelve (12) months following the closing date, the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the lands and premises hereinafter described, together with any and all development then completed by the Buyer to that date, free and clear of all liens, charges and encumbrances, to the Sellers for the sum of **Thirty Two Thousand Five Hundred Dollars (\$32,500.00)**;
 - i. the building foundation and for greater clarity, the building foundation shall include completion of all concrete works for the footing and foundation wall; and
 - ii. completion of site work that is required to construct the foundation referred to in 5c)i above
6. The Buyer agrees that the Sellers shall have and hold an exclusive and irrevocable First Option to Repurchase the lands and premises herein described in the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works. In the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the Works, the Buyer shall thereupon make an offer in writing to the Sellers to sell the lands and premises herein described to the Sellers and such offer shall remain open for acceptance for a period of thirty (30) days next after the same shall have been received by the Sellers (but so that such period shall in no case exceed the limit of time hereinafter fixed for the continuance of this option) and, if the Sellers shall, before the expiration of the said thirty (30) days, accept such offer, the Buyer shall resell the lands and premises herein described, together with any buildings or erections thereon, to the Sellers upon the terms hereinafter appearing, free from all mortgages, charges or other encumbrances and, until the expiration of such period, the Buyer shall not be at liberty to sell the lands otherwise than in accordance with this option unless the Sellers unconditionally declines such offer in writing. Any resale under this option shall be made on the following terms and conditions:

- (i) **THAT** the consideration for such resale shall, unless otherwise agreed to by the parties in writing, be the sum of **Thirty Two Thousand Five Hundred Dollars (\$32,500.00)** of lawful money of Canada, to be paid by the Sellers to the Buyer; and
- (ii) **THAT** the resale shall be completed and the amount of the purchase money paid within thirty (30) days after the acceptance in writing of the offer to sell and thereupon the Buyer shall deliver vacant possession of the lands and premises herein described, and all buildings and erections then existent thereupon, to the City.

ADJUSTMENTS AND HST

- 7.
 - a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Sellers do not pay municipal taxes, The Buyer will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyer had owned the property on January 1st of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyer would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Sellers on or before the closing date unless otherwise stated.
 - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

TENDER

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

- 9. The Buyer hereby agrees to accept The Property "as is" along with any contaminants therein or thereon and the Buyer agree to indemnify and hold the Sellers harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Sellers or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from The Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller(s) by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.
 - a) The Buyer acknowledges and agrees that the Property is being sold and The Buyer are purchasing The Property on an "as is" basis, and The Sellers shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
 - b) The Buyer acknowledges and agrees that the Sellers make no representations or warranties of

any kind express or implied that the present use or the future intended use by The Buyer are or will be lawful or permitted or as to the suitability of The Property for development.

SURVIVE CLOSING

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

15. 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

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

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

SEVERABILITY

17. 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

18. 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

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

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

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

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

EJ Property Holdings LTD.
12 Martins Lane
Corner Brook NL
A2H 7B3

- 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

20. 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

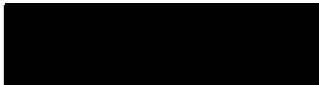
21. This agreement is to be read with all changes of gender or number required of the context.

HEADINGS

22. 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 Corner Brook this 26th day of Nov., 2014.

SIGNED, SEALED & DELIVERED
in the presence of:



Witness

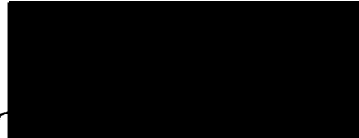
IN WITNESS WHEREOF I have
hereunto set my hand and seal



Mayor Charles Pender



Witness



City Clerk or CAO

TONYA BRISSON
A Commissioner for Oaths in and
for the Province of Newfoundland
and Labrador. My Commission
expires on December 31, 2015.

DATED AT CORNER BROOK NL this 24th day of NOVEMBER, 2014.

SIGNED, SEALED & DELIVERED
in the presence of:



Witness

IN WITNESS WHEREOF I have
hereunto set my hand and seal

EJ Property Holdings LTD.



Per: Colin Way Director

JONATHAN C. PYNN
A Commissioner for Oaths in and
for the Province of Newfoundland
and Labrador. My Commission
expires on December 31, 2017.

**DESCRIPTION OF LAND FOR
THE CITY OF CORNER BROOK
Lewin Parkway and Lundrigan Drive
Parcel B**

All that piece or parcel of land situate and being located at Corner Brook, in the Province of Newfoundland and Labrador, being further bounded and described as follows:

Beginning at a survey marker on the northerly limit of Lundrigan Drive, the said point being the most easterly angle of the herein described parcel of land, the said angle having co-ordinates of North 5,421,102.767 and East 342,648.417;

Thence running by the northerly limit of Lundrigan Drive, north eighty-six degrees fifty-five minutes twenty-five seconds west (N 86° 55' 25" W) thirty-eight decimal two zero zero (38.200) metres to a survey marker;

Thence running by land of the City of Corner Brook, Parcel A, north three degrees four minutes thirty-five seconds east (N 3° 04' 35" E) one hundred six decimal four one zero (106.410) metres to a point;

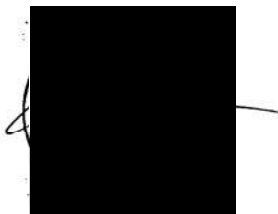
Thence running by the southerly limit of Lewin Parkway, along a curve having a radius of four hundred ninety decimal zero (490.0) metres, to a point being distant thirty-eight decimal two zero one (38.201) metres, as measured on bearing of south eighty-six degrees thirty-two minutes fifteen seconds east (S 86° 32' 15" E) from the last mentioned point;

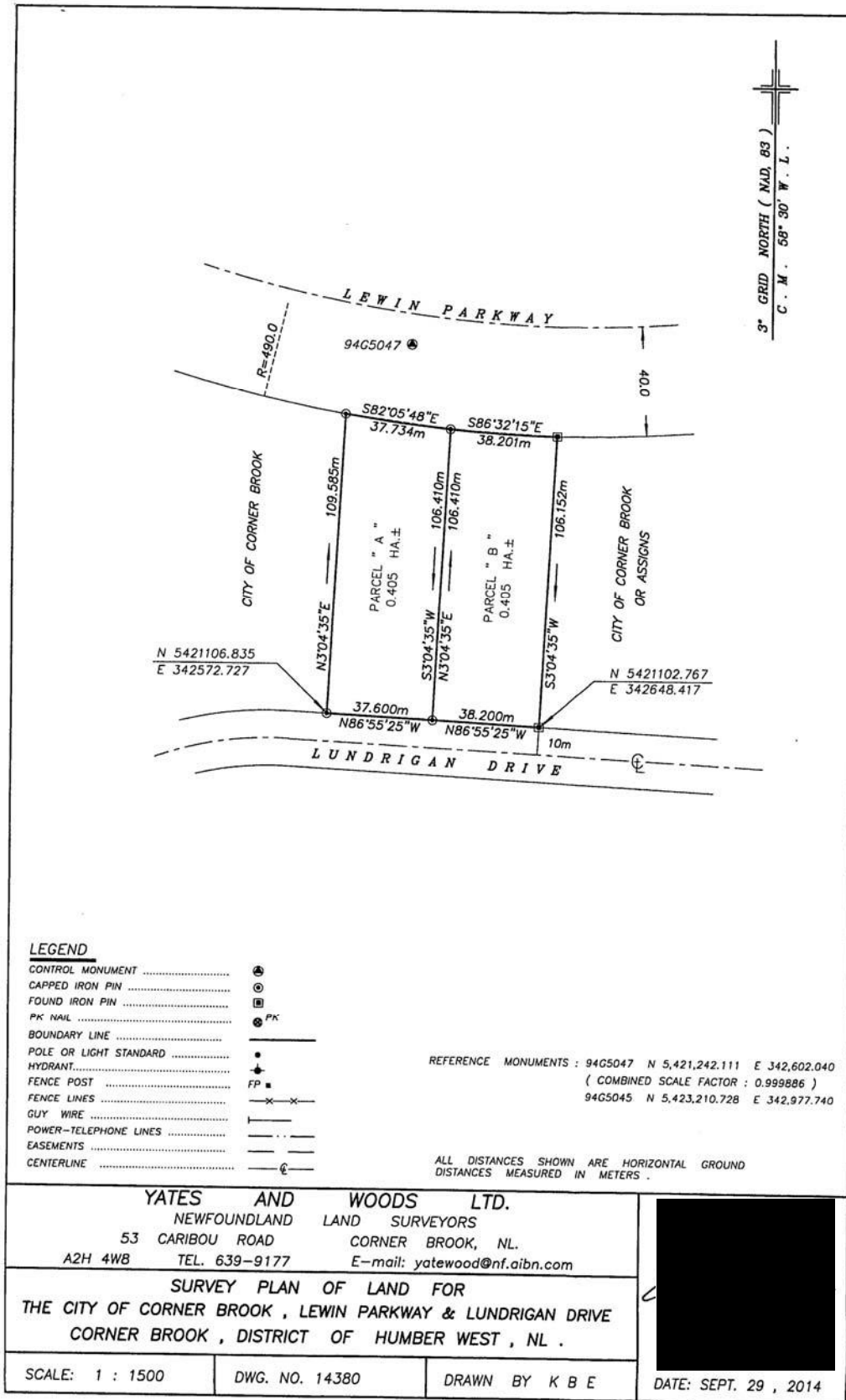
Thence running by land of the City of Corner Brook or Assigns, south three degrees four minutes thirty-five seconds west (S 3° 04' 35" W) one hundred six decimal one five two (106.152) metres, more or less to the point of beginning;

Containing an area of zero decimal four zero five (0.405) hectares, more or less, and being more particularly shown as Parcel B on Yates and Woods Limited drawing no. 14380, dated September 29, 2014;

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

Yates and Woods Limited





THIS AGREEMENT made in duplicate the _____ day of _____, 2021

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

AND: **EJ PROPERTY HOLDINGS LTD.**, a body corporate, existing and continuing under the laws of the Province of Newfoundland and Labrador (hereinafter called the Buyer)

WHEREAS the parties entered into an agreement of purchase and sale on the 26th day of November 2014 for property adjacent to 53 Lundrigan Drive, now known as 53 Lundrigan Drive, Corner Brook, Newfoundland & Labrador (hereinafter called the "Agreement");

AND WHEREAS the Sellers and the Buyer desire to amend certain terms of the Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, with said consideration binding the Parties, the Parties agree as follows:

The Agreement dated November 26, 2016 between the Seller and the Buyer shall be revised as follows:

1. **Clause 5** of the Agreement shall be removed replaced with the following:

"5. The Parties agree that:

- a. Within 45 days of execution of this Amending Agreement the Buyer shall apply to the Sellers Community Services Department to consolidate 53 Lundrigan Drive with the Buyer's existing property located at 55 Lundrigan Drive. When the two properties are consolidated the Buyer hereby agrees it will not subdivide the two properties without written approval from the Sellers. Should the Community Services Department refuse to grant the Buyer's application to consolidate the Buyer will not be considered to have breached any of its obligations under this Amending Agreement or the original Agreement and the Buyers' and Sellers' rights and obligations as set out in the original Agreement, the Amending Agreement and in 5(b), 5(c), and 5(d) below, remain in force.
- b. The Sellers confirm that Building Permit # 0271-2020 issued by the Sellers which is due to expire July 29th, 2021 is extended to December 31st, 2021 and the Buyer shall immediately commence construction work on 55 Lundrigan Drive in accordance with the Building Permit. Pursuant to Building Permit #0271-2020 (now extended to December 31st, 2021) the Sellers require the Buyer, and the Buyer agrees to have the building situated upon 55 Lundrigan Drive "sheeted in" on or before December 31st, 2021.
 - i. For further clarity, "sheeted in" shall include but not limited to all exterior work including foundations, siding, roofing, windows, doors and overhead doors.
- c. Provided that all work required in clause 5 (b) of this Agreement has been completed on or

before December 31st, 2021 all obligations of the Buyer pursuant to the original Agreement and/or this Amending Agreement will have been fulfilled and the Buyer shall own, free and clear of all claims or further directives from the Sellers, all right, title and interest in 53 Lundrigan Drive and 55 Lundrigan Drive, or the newly consolidated parcel (formerly individually known as 53 Lundrigan Drive and 55 Lundrigan Drive).

- d. In the event that the Buyer does not complete the items listed in clauses 5(a) and 5(b) in a manner satisfactory to the Sellers Development Inspectors within the prescribed timeline, the Sellers may, but shall not be obligated to, demand that the Buyer transfer all right, title and interest in and to the property originally 53 Lundrigan Drive described in Schedule "A" hereto, together with any and all development then completed by the Buyer upon 53 Lundrigan Drive free and clear of all liens, charges and encumbrances, to the Sellers for the sum of Thirty Two Thousand Five Hundred Dollars (\$32,500.00) with no additional compensation to the Buyer for any improvements made to same including but not limited to any claim for betterment or increase in market value"

2. Clause 6 of the agreement shall be removed and replaced with the following:

"6. The Buyer agrees that the Sellers shall have and hold an exclusive and irrevocable First Option to Re-purchase the land and premises known as 53 Lundrigan Drive herein described in the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the items mentioned in clauses 5(a) and 5(b). In the event that the Buyer should desire to sell, transfer or otherwise dispose of the lands prior to the completion of the work required by clauses 5(a) and 5(b) of this agreement, the Buyer shall thereupon make an offer in writing to the Sellers to sell the Property herein described to the Sellers and such offer shall remain open for acceptance for a period of thirty (30) days next after the same shall have been received by the Sellers (but so that such period shall in no case exceed the limit of time hereinafter fixed for the continuance of this option) and, if the Sellers shall, before the expiration of the said thirty (30) days, accept such offer, the Buyer shall resell the Property herein described, together with any buildings or erections thereon, to the Sellers upon the terms hereinafter appearing, free from all mortgages, charges or other encumbrances and, until the expiration of such period, the Buyer shall not be at liberty to sell the Property otherwise than in accordance with this option unless the Sellers unconditionally declines such offer in writing. Any resale under this option shall be made on the following terms and conditions:

- i. THAT the consideration for such resale shall, unless otherwise agreed to by the parties in writing, be based on the sum of Thirty-Two Thousand Five Hundred Dollars (\$32,500.00) of lawful money of Canada, to be paid by the Sellers to the Buyer; and
- ii. THAT the resale shall be completed and the amount of the purchase money paid within thirty (30) days after the acceptance in writing of the offer to sell and thereupon the Buyer shall deliver vacant possession of the Property herein described, and all buildings and erections then existent thereupon, to the City."

All other terms, covenants, provisions and stipulations in the aforementioned Agreement are hereby confirmed in full force and effect.

SIGNED, SEALED & DELIVERED on behalf of the Seller this day of , 2021.

CITY OF CORNER BROOK

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

SIGNED, SEALED & DELIVERED on behalf of the Buyer this day of , 2021.

EJ PROPERTY HOLDINGS LTD.

Witness

[REDACTED]



Request for Decision (RFD)

Subject: RFP O'Connell Drive

To: Dale Park
Meeting: Regular Meeting - 31 May 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: To execute a purchase and sale agreement with Valley View Estates Limited
Attachments: [OConnell Drive RFP PSA draft May 2021](#)
[RFP - O'Connell Drive FINAL](#)
[RFP - Sale of Land - O'Connell Drive](#)
[OConnell Drive RFP PSA draft May28 2021](#)

BACKGROUND INFORMATION:

Land Management was approached by multiple proponents who requested to purchase City land located on O'Connell Drive near the Daddy Dawe Memorial Soccer Pitch. After review the land was determined to be developable and due to City policy the land must be sold publicly. The method of sale chosen was a Request for Proposals.

The land in question has an area of 2.96 Ha (7.31 Acres) with a frontage of 268 m (880 ft) along O'Connell Drive.

The Request for Proposals was finalized and advertised publicly. It closed on August 2, 2019 at 12:00 pm which resulted in two submissions.

Discussions have been ongoing with the preferred proponent and resulted in a purchase and sale agreement.

PROPOSED RESOLUTION:

It is RESOLVED to approve to execution of the purchase and sale agreement with Valley View Estates Limited for the sale of City land issued under the O'Connell Drive Request for Proposals

FINANCIAL IMPACT:

The City receives revenues from the sale (\$35,000) and it will generate future property taxes.

GOVERNANCE IMPLICATIONS:

Policy

Other

City of Corner Brook Policy

07-08-05 & 07-08-08

Legal Review: Yes

LEGAL REVIEW:

Purchase and Sale Agreement has been review by the City Solicitor

RECOMMENDATION:

Staff recommends Council approve the execution of the purchase and sale agreement withValley View Estates Limited for the sale of City land issued under the O'Connell Drive Request for Proposals.

ALTERNATIVE IMPLICATIONS:

1. Approve the execution of the purchase and sale agreement with Valley View Estates Limited
 - a. Land will be developed and additional revenue from the sale and taxation
2. Reject the purchase and sale agreement with Valley View Estates Limited
 - a. Land will be left as is and the loss of potential revenue



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*, R.S.N.L 1990, c. C-15, as amended, (hereinafter referred to as the "Seller")

AND **VALLEYVIEW ESTATES LIMITED**, a body corporate duly registered to conduct business in the Province of Newfoundland and Labrador, (hereinafter referred to as the "Buyer")

WHEREAS the Seller owns property on O'Connell Drive in the City of Corner Brook, Province of Newfoundland and Labrador;

AND WHEREAS the Seller desires to sell the property for the purpose of development of the land in a manner that will benefit the City and its residents and as such released a Request for Proposals for the Sale of Land- O'Connell Drive in May 2019;

AND WHEREAS the buyer desires to purchase the property and agrees to develop it in accordance with this agreement and in accordance with the Response to the Request for Proposals submitted by the Buyer to the Seller on or about the 2nd of August, 2019;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency thereof 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 agrees to sell and the Buyer agrees to purchase the property on O'Connell Drive in the City of Corner Brook, Province of Newfoundland and Labrador containing an area of approximately 7.1 acres and more particularly described in the sketch marked as Schedule "A" and annexed hereto (hereinafter referred to as the "Property"); at a purchase price of Thirty Five Thousand Dollars (\$35,000) plus taxes (hereinafter referred to as the "Purchase Price") on the following terms and subject to the provisions in clause 16 regarding adjustments and harmonized sales tax (HST).

DEPOSIT

2. The Buyer submits with this offer the sum of Three Thousand Five Hundred Dollars (\$3,500.00) 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 is to be paid on closing.

3. It is understood and agreed that if the Buyer does not complete this agreement with the terms thereof, the Buyer will forfeit the above deposit in addition to any other claim which the Seller may have against the Buyer for their failure to so complete.

CLOSING

4. This agreement shall be completed on or before the 11th day of June, 2021(hereinafter called the "closing" or "closing date").

TITLE SEARCH

5. The Seller is to furnish the Buyer with a sketch of the Property which is the subject of this agreement within five (5) days of signing this agreement, after receipt whereof the Buyer is allowed forty five (45) days to investigate the title to the Property, which the Buyer shall do at his own expense. If within that time any valid objection to title is made in writing, to the Seller, which the Seller is 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

6. 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.

DEVELOPMENT

7. The Buyer covenants, represents and warrants that it will develop the Property, which is the subject of this Agreement in accordance with the following documents (hereinafter called the "Contract Documents":
 - a. this Agreement;
 - b. the proposal submitted by the Buyer to the Seller on August 2nd, 2019 and the conceptual drawings annexed thereto, hereinafter referred to as the "Development"

(said drawings by Gorman Engineering Ltd. dated February 4, 2020, Project No. 19-093, labeled as for client "Valley View Estates" and for the Project described as "O'Connell Drive Development" and hereinafter referred to as the "Conceptual Drawings"), a copy of which is annexed to this Agreement as Schedule "B"; and

- c. the subdivision permit to be issued by the City of Corner Brook and signed by the Buyer, a copy of the form for which is annexed to this Agreement as Schedule "C"

In the event of a conflict between any of the Contract Documents this Agreement shall govern, followed by the subdivision permit and then the Response to the Request for Proposals/conceptual drawings.

The parties agree that the timelines set out in the Response to the Request for Proposals shall be amended as follows:

- a. Engineering and permitting shall be completed by April 29, 2022 and ;
 - b. Development shall commence on or before June 6, 2022 and ;
 - c. Lots shall be available for sale and residential development on or before October 28, 2023.
8. In the event that the Buyer fails to comply with the timelines set out in clause 7 above, then the Seller may in its sole and absolute discretion, buy back the Property from the Buyer by giving the Buyer notice in writing. The Buyer shall sell the property back to the Seller for the purchase price of Thirty Five Thousand dollars (\$35,000.00) as outlined in clause 1 without any additional compensation to the Buyer for work, effort, materials or improvements to the Property.
 9. Upon being served with the notice to buy back the Property set out in clause 8 herein, the Buyer shall execute any documents as may be expedient or necessary to convey all right, title and interest in the Property together with all development then completed by the Buyer, back to the Seller free and clear of all liens, charges and encumbrances within ten (10) days of having been provided with such documentation and the Buyer shall promptly and at the Buyer's own expense forthwith remove any liens, encumbrances or other charges that may have been placed against the parcel of land during the time that the Buyer owned the parcel. Any improvements to the Property and buildings or fixtures that have been added to the Property shall vest in the Seller without further compensation therefore to the Buyer. In the event that the Buyer fails to comply with this provision, the Buyer shall pay a penalty of \$100.00 per day for each day of non-compliance and shall reimburse the Seller its solicitor client costs in the event that it becomes necessary to commence legal action to enforce the transfer of Property back to the Seller.
 10. The Buyer shall obtain a Subdivision Permit from the Seller and enter into a Subdivision Agreement with the appropriate department of the City of Corner Brook, prior to or upon the Closing Date, and any construction taking place on the Property shall be in accordance with all the stipulations outlined in the Subdivision Permit and Subdivision Agreement. The Buyer shall also obtain all approvals necessary from any Department of the Province of Newfoundland and Labrador, necessary for the commencement of construction on the Property prior to the

Closing Date.

11. Following the completion of the Development by the Buyer in accordance to this agreement, the Buyer shall request the Seller to inspect the Development and upon approval of the Seller the Buyer shall to transfer to the Seller at no cost to the Seller:
 - a. All land in the area proposed to be developed or subdivided which are approved and designated by the Seller for public use as streets, emergency access roads, utility right-of-ways, sidewalks or other right-of-ways for other public uses and open space owned by the Buyer and;
 - b. All services or public utilities including water supply and distribution, sanitary and storm drainage systems installed in the subdivision that are normally owned and operated by the City of corner Brook
12. The Buyer agrees to to provide a one (1) year warranty over the roadways and services constructed and/or placed by the Buyer in the Development, which warranty begins on the date of transfer of title of the roadways and services to the Seller
13. The Buyer agrees the emergency access for the trailer park must remain and cannot be obstructed
14. If the Buyer develops the parking area for the George Daddy Dawe Soccer Pitch shown as Parcel B on the attached Schedule "A", then it is agreed that the Buyer will provide an alternative parking location approved by the Seller.

SURVEY

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

ADJUSTMENTS AND HST

16.
 - a. The Seller shall not levy or charge any taxes, rates, or charges of any nature whatsoever against the Property while they are owned by the Buyer, provided however that when the Buyer completes the sale of a lot, the Seller may then levy or charge taxes, rates or charges against the lot, or purchaser of the lot as the case may be, in the ordinary course.
 - b. The parties acknowledge that this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, and as such HST shall be added to the Purchase Price and remitted in accordance with the applicable legislation.

TENDER

17. 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, cash, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

18. 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 by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller 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

- 19.
- 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

20. 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 incurs, including but not limited to the cost of the Seller's 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

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

NON-WAIVER

22. 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

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

NO COLLATERAL AGREEMENTS

24. 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

25. All Payments under this Agreement to be made to the Seller shall be to the attention of the Director of Finance and Administration:

Director of Finance and Administration
City of Corner Brook
5 Park Street
P.O. Box 1080

Corner Brook NL
A2H 6E1

NOTICE

26. 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 Clerk
City of Corner Brook
5 Park Street
P.O. Box 1080
Corner Brook NL
A2H 6E1

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

Valleyview Estates Limited
P.O. Box 62
Pasadena
NL Canada
A0L 1K0

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.

JURISDICTION

27. 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.

SEVERABILITY

28. 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.

SIGINING

29. The parties acknowledge that each of them is signing this Agreement voluntarily without undue influence, or duress, or fraud or coercion or misrepresentation whatsoever from the other party, or from any other source, and that each party has read the Agreement in its entirety and with full knowledge of the contents thereof and does hereafter affix their signature voluntarily.

DOCUMENTS

30. 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

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

HEADINGS

32. 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

CITY OF CORNER BROOK

Witness

Mayor/Deputy Mayor

Witness

City Manager/City Clerk

DATED AT _____ this _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

VALLEYVIEW ESTATES LIMITED

Witness

[Redacted Signature]

Witness

[Redacted Signature]

DRAFT

The City of Corner Brook



REQUEST FOR PROPOSALS

**Sale of Land – O'Connell Drive
for
The City of Corner Brook**

May 2019



Table of Contents

SECTION 1: INSTRUCTIONS TO PROPONENTS	3
Background – The City of Corner Brook	3
Objective	3
Overview	3
RFP Schedule	3
Description of Property	4
Zoning of Property	4
Municipal Plan & Development Regulations Amendment Process	5
Submission Requirements	6
Proposal Requirements	7
Proposal Conditions	8
Proposal Award	10
Disclosure and Confidentiality	10
SECTION 2: PROPOSAL EVALUATION CRITERIA	11
Method of Evaluation	11
Proposal Evaluation Process	11
Key Evaluation Criteria	11
Proposal /Awarding of Contract	12
PROPOSAL AGREEMENT FORM “A”	13
Appendix 1 – Drawings Showing Approx. Size and Location	
Appendix 2 – Use Zone Tables	



SECTION 1: INSTRUCTIONS TO PROPONENTS

Background – The City of Corner Brook

The City of Corner Brook (“City”) is a bustling regional center located on the west coast of Newfoundland & Labrador (NL). The City’s size and location make it the premier destination for retail, services, recreation, and adventure.

The City owns approximately 2.96 hectares (7.31 acres) of land located on the southern side of O’Connell Drive between Hilliard’s Road and Dawe Place that it is accepting proposals to develop. A drawing showing the location and dimensions is included in Appendix 1.

Objective

The City is interested in selling this land to a proponent for a suitable development, in order to accommodate growth within the City. The property is on the South West side of O’Connell Drive and spans between the intersection of Hilliard’s Road/ O’Connell Drive to the end of Dawe Place. The City will be open to re-zoning if the proposed use benefits the residents of City and the City of Corner Brook.

Overview

Criteria that will be used to evaluate the proposals will include, but are not limited to, the following:

- Purchase Price;
- Identification of the proposed zoning and the conformity of the proposed zone with the existing area;
- Benefit to the citizens of the City;
- Fit with the current and future objectives of the area;
- Integration of the existing George “Daddy” Dawe Memorial Field and parking area into proposed development; and
- Future potential taxation revenue streams.

The City maintains full discretion over this Request for Proposal (RFP) process and the award. The City reserves the right to not award the RFP to any of the proponents.

RFP Schedule

The following is the intended schedule for the proposal process. Proponents should comply with this schedule unless otherwise notified of any changes. All times noted are for Newfoundland Time, and are subject to change by the City.

Issuance of the RFP: June 18, 2019



Last date for inquiries: July 26, 2019
 Closing Time: August 2, 2019 @ 12 Noon

Description of Property

The subject property is approximately 2.96 hectares (7.31 acres) of land located on O’Connell Drive. It is slightly irregular in shape and has approximately 400 m (1,312 feet) of frontage on O’Connell Drive, and is more particularly described in the attached drawing (Appendix 1). The property is serviced with sewer services are available at Hilliard’s Road and new water line along O’Connell Drive to be installed summer 2019 and aside from existing roadside ditches no storm sewer infrastructure exists in this area... The land is also above road grade, and the soil type is unknown, a geotechnical report shall be required to determine developable land area. The subject property is split into two parcels with Parcel A being 2.73 ha (6.75 acres) and Parcel B being 0.23 ha (0.57 acres). Parcel B would only be consider to be sold if the successful proponent can identify a preferred alternative to the parking spaces for the George Daddy Dawe Memorial Soccer Pitch.

Also please note this section of O’Connell Drive is under jurisdiction of Department of Transportation and Works (DTW) and any work in their Right of Way (ROW) will require DTW approval.

Zoning of Property

The subject property is currently located in three zones; Mobile/Mini Home Residential (MHR), Comprehensive Residential Development Area (CRDA), Open Space (OS) and Rural (R). A list of potential uses for the subject property has been outlined in Table 1, 2, 3 & 4 below (see Appendix 2).

The successful proponent would be expected to identify the preferred zoning for the area. The proposed preferred zoning could be either of the zones listed below, or another current zone contained in the City of Corner Brook’s Municipal Plan and Development Regulations. The final closing of the sale of the land would be contingent upon the City of Corner Brook’s favorable decision for the proponents request for a rezoning of the land suitable for the proposed development.

Table 1 - Mobile/Mini Home Residential (MHR)

Permitted uses of Mobile/Mini Home Residential - (see Regulation 127)
Mobile or Mini Home
Discretionary uses of Mobile/Mini Home Residential - (see Regulations 26 and 128)



Recreational open space, convenience store, antenna, single dwelling, home based occupation*.

* (See condition no. 10)

Table 2 - Comprehensive Residential Development Area (CRDA)

Permitted uses of Comprehensive Residential Development Area - (see Regulation 127)

None Permitted

Discretionary uses Comprehensive Residential Development Area - (see Regulations 26 and 128)

None Permitted

Table 3 – Open Space (OS)

Permitted uses of Open Space - (see Regulation 127)

Recreational open space

Discretionary uses of Open Space - (see Regulations 26 and 128)

Theatre, cultural and civic, catering*, indoor assembly, outdoor assembly, take-out food service, convenience store, antenna, transportation.

* (See condition no. 2)

Table 4 – Rural (R)

Permitted uses of Rural - (see Regulation 127)

Agriculture, forestry

Discretionary uses of Rural - (see Regulations 26 and 128)

Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry*, cemetery**

*(See condition no. 8) **(See condition no. 9)



Municipal Plan & Development Regulations Amendment Process

Depending on the nature of the development proposal, a change in land use designation or land use zoning may be required to accommodate the development. City staff must first evaluate the proposal in terms of site suitability in conjunction with the change request. Changing the land use designation (also referred to as a municipal plan amendment) or land use zoning (also referred to as a development regulations amendment) is a process established in the Urban and Rural Planning Act that requires public consultation, a public hearing, approval by Council, and registration with the Minister of Municipal Affairs. The specifics of the actual proposal must be considered for Council to decide whether to support the change request as well as made publicly available so that the City Council may review and make informed decision about the development.

In addition to reviewing the proposal in terms of conformance to engineering standards and regulatory requirements associated with general design and construction, other potential impacts of the development must be considered on the surrounding neighborhood including potential impacts to future development strategies that may be established for an area. Given that Council must consider all relevant information and public submissions brought forward during an amendment process, final approval is not guaranteed but is dependent on the findings and outcome of the public consultation and public hearing process. The amendment process may require six months to complete but timing may vary depending on the complexity of the application and issues that may arise.

Submission Requirements

All proposals are to contain the following items:

- Conceptual drawings of the proposed development, including road layouts, lot layouts, open space layouts, and servicing connections;
- Proposed timelines for development and use of the property;
- Estimates of proposed costs of development;
- Offer price for the property;
- Information related to the financial capacity of the proponent to complete the proposed development;
- Information related to similar projects undertaken by the proponent;
- Any other information that the proponent feels is necessary to understand the proposed development.



Proposal Requirements

- Proposals should be submitted in the form required herein as follows:

Mailed to	OR	Hand Delivered to
Office of the City Clerk City Hall P.O. Box 1080 Corner Brook, NL A2H 6E1 In a sealed envelope clearly marked – “Confidential: RFP – O’Connell Drive”		Office of the City Clerk City Hall P.O. Box 1080 Corner Brook, NL A2H 6E1 (also use for courier deliveries) In a sealed envelope clearly marked - “Confidential: RFP – O’Connell Drive”

- Proposals are due at the location specified above, before the Closing Time.
- Process questions regarding the submission of proposals may be directed to the following prior to the Closing Time:

Brandon Duffy
 Supervisor of Land Management
 709.637.1544
bduffy@cornerbrook.com

- If a proponent is of the view that there are discrepancies or omissions in the RFP documents, or that any clarification is required, the proponent should contact the Supervisor of Land Management, Brandon Duffy. The Supervisor of Land Management will respond in writing or, if in agreement that there is a requirement for amendment or clarification, will advise all holders of the RFP documents. The City may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written notification. It is the proponent’s sole responsibility to ensure they have received all amendments or clarifications prior to submitting their proposal. Should you choose to make any changes to the amounts listed in your proposal package, please clearly indicate the amount of the increase or decrease as well as what it applies.

- Proposals must be submitted, as follows:

Proposal Envelope must be sealed and clearly labelled on the front with “RFP – O’Connell Drive” and the company’s name and address.

- The City of Corner Brook may negotiate a final offer with the selected proponent.



7. Proponents are required to submit five (5) hard copies of their proposal as well as an electronic copy.
8. If a proponent wishes to verify that a proposal has been received prior to the Closing Time, the proponent may telephone the City Clerk's office at (709) 637-1534. The proponent must identify the company name before this information will be released. No other information concerning the proposals will be released under any circumstances prior to proposal opening.
9. Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted prior to the Closing Time. The proposal will be returned to the proponent unopened.
10. Proposals should be forwarded via mail, courier or hand delivery to the City of Corner Brook office as original signatures are required. However, where a proposal has been submitted prior to the Closing Time, amendments shall be received at the location specified prior to the Closing Time.
12. All technical questions in reference to this RFP should be addressed to:

Brandon Duffy, Supervisor of Land Management

City of Corner Brook
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL
 A2H 6E1
 Phone: (709) 637-1544
 E-mail: bduffy@cornerbrook.com

Information obtained from any other source is not official and may be inaccurate. Proponents agree not to rely on information from any other person in connection with this RFP.

Proposal Conditions

Notwithstanding anything contained elsewhere in this RFP, this RFP is subject to the following terms and conditions, all of which the Proponent is deemed to accept without qualification by the Proponent's submission of a proposal in response to this RFP:

- (a) This is an invitation for proposals and not a tender call. The City of Corner Brook does not intend to and does not assume or owe any contractual or other duties or obligations as a result of the issuance of this RFP, the preparation or submission of a



proposal by a Proponent, the receipt, opening and consideration of a proposal, the evaluation of proposals, provision of additional information or conduct of presentations, the Proponent's participation in any discussions or negotiations, or on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of a proposal in response to this RFP.

(b) In its sole and absolute discretion, and without limiting the generality of the City of Corner Brook's discretion under this RFP, the City:

(i) may modify or amend this RFP including the schedule, the RFP requirements, the scope of services, or any other terms, whether material or not, and may cancel or suspend this RFP

(ii) need not necessarily accept the highest price, the highest ranked, or any proposal, and may reject any or all proposals.

(iii) may reject a proposal which fails to meet the requirements of this RFP, whether substantially or otherwise, or take such failure or any qualifications of the RFP requirements set forth in the proposal into account in evaluation of the proposal

(iv) assess any proposal on the basis of any one or more of the evaluation criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by the City of Corner Brook, and select any proposal which the City considers to offer the best value and to be in its best interests

(v) make adjustments to price proposals for the purposes of evaluation with the objective of creating a level playing field, including, but not limited to, arithmetical mistakes and the addition or deletion of optional items.

(vi) accept any proposal which in any manner, whether substantially or not, fails to comply with any of the requirements of this RFP, whether or not such requirements are expressed in mandatory terms or such non-compliance is substantial

(vii) negotiate one or more of the highest ranked proposals with respect to fee, the scope of use or any other component of such proposal(s)

(c) The City of Corner Brook shall have no liability as a result of issuance of this RFP. No proponent shall have any claim against the City of Corner Brook for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation any claim for costs of proposal



preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty, or any other cause of action whatsoever.

Proposal Award

Award of this proposal will result in the signing of a purchase and sale agreement in a form acceptable to the City of Corner Brook in its sole discretion and agreed between The Corner Brook City Council and the successful Proponent.

Disclosure and Confidentiality

Documents and other records in the custody of or under the control of City of Corner Brook or its representatives shall be subject to the *Access to Information and Protection of Privacy Act* SNL 2002, c. A-1.1 (ATIPPA).

Subject to the limitations of the Act, all responses to this RFP and other documents and other records submitted by a Proponent in connection with this RFP will be considered confidential and financial and other proprietary information will not be disclosed. It should be noted that while the ATIPPA permits members of the public to access records in the custody and control of the City of Corner Brook, disclosure of that information may be limited if it would be harmful to the business interests of the Proponent (ATIPPA, s. 27). Accordingly, the Proponent is encouraged to:

1. Clearly identify those portions of the Proposal for which disclosure to others would significantly harm their business interests, and
2. Be prepared to justify that determination in the event of a request for access to such information pursuant to an ATIPPA request. The Proponent, its employees, and any sub-contractors will be expected to comply with and abide by all provisions of the ATIPPA. In addition to the ATIPPA, the Proponent, its employees, and any sub-contractors will be expected to comply with and abide by all applicable privacy legislation, including but not limited to, federal privacy legislation such as *The Privacy Act* and the *Personal Information Protection and Electronic Documents Act (PIPEDA)*.



SECTION 2: PROPOSAL EVALUATION CRITERIA

Method of Evaluation

The Evaluation Committee will assess and recommend the selection of a Proponent based on submissions pricing and benefit to the citizens of Corner Brook. The selected proponent will be recommended to the Corner Brook City Council who will vote to accept or reject the submission.

Proposal Evaluation Process

The objective of the evaluation process is to select a Proponent that clearly demonstrates their plan is a benefit to the City of Corner Brook.

The proposal packages will be opened by the Supervisor of Land Management or his designate on the closing date and given to the Evaluation Committee.

The Evaluation Committee will evaluate all proposals using the following steps:

- (a) Determine whether any proposals meet the RFP criteria;
- (b) Evaluate proposals based on compliance with the current zoning or proposed zoning;
- (c) Determine ranking of proposals based on benefit to the citizens of the City;
- (d) If the proposal fits with the future objectives of the City and future financial and non-financial benefit to the City;
- (e) Finally, determine highest-ranked proposal and rankings of other proposals;
- (f) The Evaluation Committee will recommend the selected proposal to the Corner Brook City Council.

Key Evaluation Criteria

Proponents must provide clear and concise information in response to the following requirements set forth in this Section:

- a) Proof the proponent has demonstrated a plan that is in the City's best interest by providing a proposal and detailed plan that meets the needs of the City of Corner Brook.
- b) The Proposal falls within the designated potential use(s) for the subject property.
- c) Provide a clear demonstration that the proponent has a comprehensive understanding of the condition of the property and its overall utility and therefore its ability to accommodate the proposed development.

Proponents should note that failure to meet any of the requirements set forth in this section may result in your proposal being rejected.

**Proposal /Awarding of Contract**

The proposals will be finalized based on the results of all the above factors. Subject to the terms and conditions of this RFP, the proposal that ranks the highest with the evaluation committee will be recommended for award. In the event that the evaluation committee considers that two or more proposals offer substantially the same value, the Corner Brook City Council will decide the successful proponent.



PROPOSAL AGREEMENT FORM "A"

The City of Corner Brook, O'Connell Drive Land

1. I/We hereby submit a Proposal for Purchase of the City property located on O'Connell Drive, in accordance with the requirements of this RFP.
2. I/We have carefully examined all of the contents of this RFP, including the RFP terms and conditions.
3. In the event of our proposal being accepted, I/We agree to enter into a purchase & sale agreement with the City of Corner Brook.
4. Proposal Closing Time: August 2, 2019 @ Noon Newfoundland Time.
5. I/We acknowledge the proposals will be based on the results of all the factors outlined in the proposal package, and that the selection of a proposal is at the City's sole discretion.

PROPONENT'S FULL REGISTERED BUSINESS NAME: _____

PROPONENT'S FULL BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNATURE(S): _____

TITLE: _____

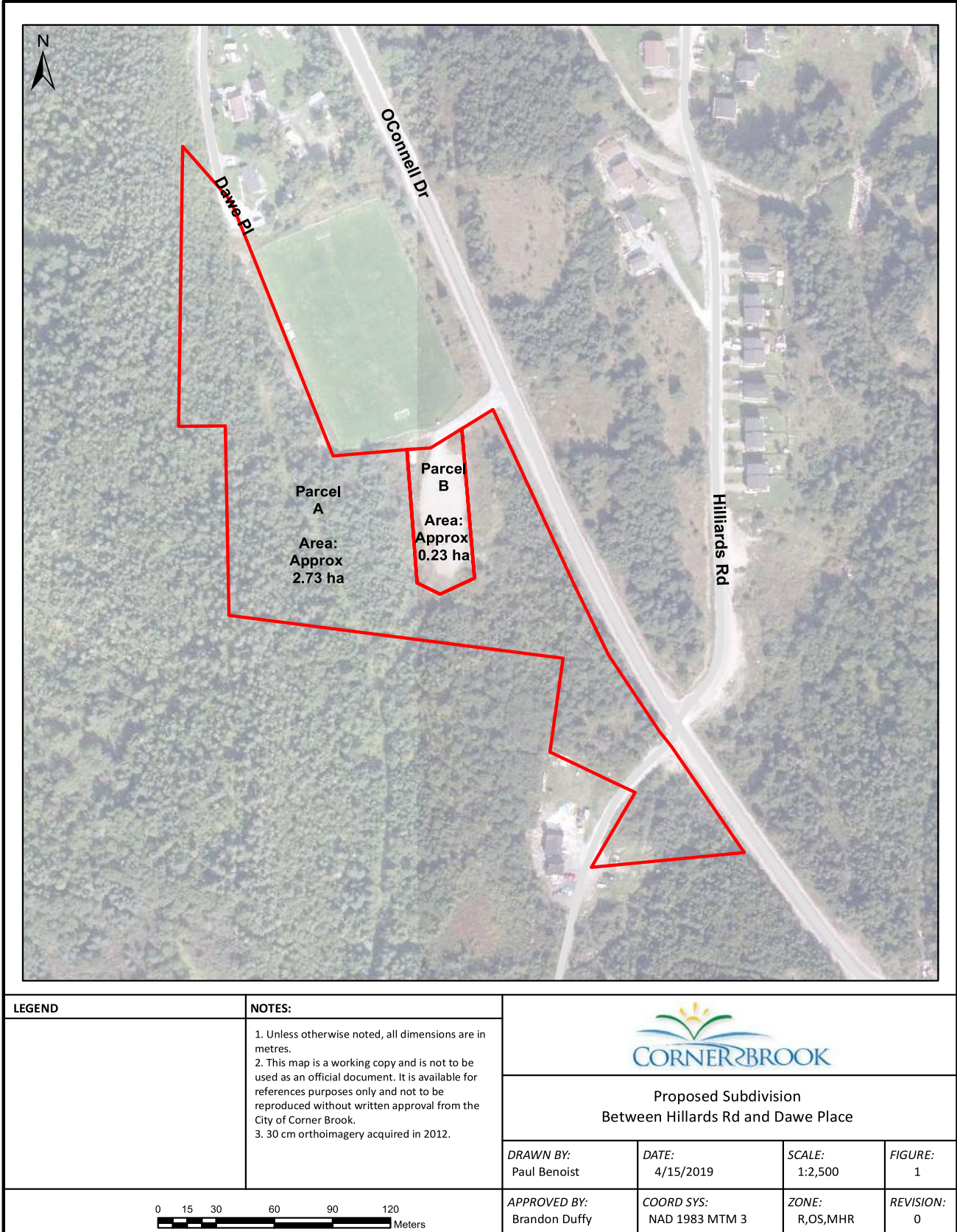
PRINTED NAME AND SEAL IF ANY _____

Attested to and delivered on behalf of the Respondent this ____ day of _____, ____ in the presence of:

WITNESS SIGNATURE: _____

NAME:

Appendix 1



Document Path: K:\Land Management\GIS-CAD Drawings\O'Connell Drive\Proposed Subdivision - Between Hillards Rd and Dawe Place\Proposed Subdivision - Between Hillards Rd and Dawe Place.mxd

Appendix 2

USE ZONE TABLE**134. MOBILE/ MINI HOME RESIDENTIAL**

PERMITTED USE CLASSES - (see Regulation 127) Mobile or Mini Home
DISCRETIONARY USE CLASSES - (see Regulations 27 and 128) Recreational open space, convenience store, antenna, single dwelling, home based occupation*. *(See condition no. 10)

STANDARDS	
Lot Area (sq.m) (Minimum)	366 sq.m (min.)
Floor area (sq.m) (Minimum)	60 sq.m.
Floor area (sq.m) (Maximum)	Single Unit 100 sq.m. Double Wide Unit 170 sq.m.
Lot Frontage (m) (Minimum)	12.2 m.
Rear yard depth (Minimum)	2.6 m.
Side yards width (Minimum)	1.2 m. & 3 m.
Building line setback (Minimum)	5 m. min. & 6.5 m. max.
Lot coverage (%) (Maximum)	33
Height (m)	6 m.

(31 Jan 2014)

CONDITIONS FOR MOBILE/MINI-HOME RESIDENTIAL ZONE

1. Advertisement Requirements

- (a) The erection or display of advertisements specified in Part II Regulation 63. (a) is permitted without application to the Authority.
- (b) No other advertisements are permitted in this zone.

2. General Conditions

- (a) A mobile or mini home lot must be provided with a mobile home stand capable of supporting the maximum anticipated load of the mobile home throughout all seasons of the year without settlement or other movement.
- (b) A mobile or mini home stand must be designed to fit the dimensions of the particular mobile home plus extensions positioned on the mobile home stand and must be paved or provided with some other hard surface.
- (c) A mobile or mini home on a Mobile Home Stand shall be supported and secured by foundation walls, piers, posts or other means, carried to a depth sufficient to prevent movement by frost and sufficient to support the anticipated load at such points on its chassis frame as required.
- (d) Anchors in the form of eyelets embedded in concrete, screw augers or head anchors or alternative devices acceptable to the Authority must be provided at all corners of the mobile home stand and at additional points where necessary to secure the mobile home against the forces exerted by wind.
- (e) Anchors or devices must be connected to each anchor point of the mobile or mini home chassis frame by a cable or other device approved by the Authority.
- (f) Anchors and connections must be capable of withstanding a tension of at least 2,180 kilograms.

SCHEDULE C: Use Zone Tables

Page 145

- (g) A mobile or mini home must be provided with skirting acceptable to the Authority extending from the bottom of each mobile home to the ground, having a readily accessible, removable panel not less than 1 meter by 0.66 metres to give access to service connections.
- (h) A mobile or mini home will be placed on the lot so that it can be placed and removed without interfering with other lots.

3. Design Standards

The following mobile home subdivision design standards shall apply in addition to other subdivision design standards which may be in effect.

- (a) The maximum density of each mobile home subdivision shall be 20 mobile homes per hectare.
- (b) A mobile home subdivision may be developed to contain a maximum of fifty (50) mobile home lots.

4. Mini Homes

The housing type commonly referred to as mini homes will be considered as a mobile home for the purposes of this use zone, provided its characteristics are substantially the same as a mobile home.

5. Outdoor Living Area

A mobile home lot shall have a minimum of 40 square metres of outdoor living area. This area shall be located in the rear yard or side yard, or a combination of both, of the mobile home. The purpose of the outdoor living area is to provide an area for privacy, recreation and amenity.

SCHEDULE C: Use Zone Tables

Page 146

6. Services

Development with plumbing shall connect to the municipal water and sewer system and shall have the required minimum frontage on a public street. Sewer lines shall contain back water valves.

7. Recreational Open Space

Parks and playgrounds may be located on back land but shall have at least one 5-metre wide vehicular access directly onto a public street.

8. Convenience Store

A convenience store may be permitted as a discretionary use under the following conditions:

- (a) The store shall form part of, or be attached to a mobile home.
- (b) The retail use shall be subsidiary to the dwelling and in keeping with the residential character of the area, and shall not adversely affect residential amenities of adjoining properties.
- (c) Off-street parking for at least two automobiles shall be provided for customer use.
- (d) Not more than one convenience store shall be permitted for every 100 mobile homes in the zone.
- (e) The maximum floor area of a convenience store shall be 40 square metres and shall not infringe on the minimum floor area of the dwelling.
- (f) Advertisement of the building shall not exceed three (3) square metres in area.

9. Accessory Buildings

Accessory buildings in this zone shall conform to the requirements of Regulation 62, Residential Accessory Buildings, in Part II of these Development Regulations.

10. Home Occupations/Home Office

Home based occupations include the following: home office, personal service, medical and professional service, family child care. A home based occupation or home office may be permitted at the discretion of council, subject to the following conditions:

- (b) The use is clearly a subsidiary use to the single dwelling, double dwelling, row dwelling use classes and does not detract from the residential character of the neighbourhood.
- (b) No wholesale sales or storage of goods is carried out, any retail sales are incidental and subsidiary to the permitted use and that no repairs to vehicles or heavy equipment are carried out.
- (c) The use does not alter the residential appearance or require external modification of the dwelling unit.
- (d) Activities associated with the use shall be carried out inside the dwelling unit or inside a building separate from the dwelling unit but on the same lot.
- (e) Not more than twenty-five percent of the floor area of the dwelling unit up to a maximum of forty-five square metres is devoted to the use. The dwelling unit must continue to meet the dwelling unit minimum floor area requirements.
- (f) The use is operated by a resident of the dwelling unit and does not employ more than one person in addition to the resident on site.

SCHEDULE C: Use Zone Tables

Page 148

- (g) Office uses shall be limited to small business services and professional offices.
- (h) Personal Service uses for the purpose of this condition shall include small scale production of baked goods, handmade articles such as clothing and arts and crafts and small business services.
- (i) There is no outside storage of goods or materials on the lot.
- (j) The use shall not generate traffic, sewerage or water use in excess of what is normal in the residential area and can be accommodated by the existing municipal road, water and sewer services.
- (k) Activities associated with the use are not hazardous and do not cause noticeable noise, odour, dust or fumes, nor cause electrical interference or in any other way result in a nuisance to the occupants of surrounding residences.
- (l) One building only, separate from the dwelling unit, may be used in connection with a Personal Service use and shall conform to the Accessory Building condition for this use zone.
- (m) No sign will be permitted other than a name plate not exceeding 0.2² m in area which is attached to the principal building. No illumination of the sign will be permitted.
- (n) The Authority which may require fencing, screening or separation to protect the amenity of adjacent uses.
- (o) Parking requirements are as set out in Schedule D, however a minimum of one space is required for a home occupation. The minimum required parking for the dwelling unit must continue to be met.
- (p) No change in type, class or extent of the use shall be permitted except in

accordance with a development permit issued by the Authority.

- (q) Family child care occupations shall be limited to a maximum of six children and shall conform to the guidelines and standards as set out by the province of Newfoundland and Labrador's Health and Community Services Department.
- (r) A maximum of fifty percent (50%) of the total floor area may be utilized for family child care.

11. Discretionary Use Classes

The discretionary use classes listed in this table may be permitted at the discretion of the Authority provided that they are complementary to uses within the permitted use classes or that their development will not inhibit or prejudice the existence or the development of such uses.

USE ZONE TABLE**136. COMPREHENSIVE RESIDENTIAL DEVELOPMENT AREA****PERMITTED USE CLASSES** - (see Regulation 127)

None Permitted.

DISCRETIONARY USE CLASSES - (See Regulation 26 and 128)

None Permitted.

CONDITIONS**1. Non-conforming Uses**

Regulation 82 and/or Regulation 83 apply to legal use of buildings or land as non conforming uses in this zone.

2. Advertisement Requirements

- a) The erection or display of advertisements specified in Part II Regulation 64 is permitted without application to the Authority.
- b) No other advertisements are permitted in this zone.

3. Developments and Improvements

No major developments or improvements shall take place in this zone until a comprehensive development plan has been adopted by the Authority.

USE ZONE TABLE**153. OPEN SPACE****PERMITTED USE CLASSES** - (see Regulation 127)

Recreational open space

DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)

Theatre, cultural and civic, catering*, indoor assembly, outdoor assembly, take-out food service, convenience store, antenna, transportation.

*(See condition no. 2)

CONDITIONS**1. Development Standards**

The development standards for this zone shall be as follows:

- | | | |
|----|-------------------------------|-----------|
| a) | Minimum building line setback | 10 metres |
| b) | Minimum side yard width | 5 metres |
| c) | Minimum rear yard depth | 15 metres |
| d) | Maximum height | 15 metres |

2. Catering

This use classification shall be restricted to restaurants when considered to be an accessory use to a permitted recreational open space use.

3. Accessory Buildings

Accessory buildings in this zone shall conform to the requirements of Regulation 60, Accessory Buildings - General, in Part II of these Development Regulations.

4. Non-conforming Residential Use

Existing non-conforming residential dwellings within an Open Space Zone shall be required to comply with the development standards consistent with residential

5. Advertisements Relating to Onsite Uses

The conditions which shall apply to the erection or display of advertisements on any lot or site occupied by a use permitted or existing as a legal non-conforming use in this use zone shall be as follows:

- (a) The size, shape, illumination and material construction of the advertisement shall meet the requirements of the Authority, having regard to the safety and convenience of users of the adjacent streets and sidewalk and the general amenities of the surrounding areas.
- (b) Building advertisements shall not exceed eight (8) percent of the building facade area. This includes name/occupant of the building plus additional advertisements that may be on the lot and/or building, however, excludes a temporary advertisement.
- (c) Onsite advertisement is not to exceed five (5) square metres in area. This five (5) square metres is to be part of the eight (8) percent as described in Section (b) above.
- (d) Notwithstanding (b) and (c) above;

Advertisement on any lot may be permitted up to 3 square metres in area regardless of building facade area.

(22 June 2017)

6. Advertisement Relating to Offsite Uses / Third Party Advertisements

The conditions to be applied to the erection or display of Third Party advertisements on any site, relating to a use permitted in this or another zone or not relating to a specific land use, shall be as follows:

SCHEDULE C: Use Zone Tables

Page 251

- (a) The location, siting and illumination of each advertisement shall be to the satisfaction of the Authority, having regard to the grade and alignment of streets, the location of street junctions, the location of nearby buildings and the preservation of the amenities of the surrounding area.
- (b) Each advertisement shall not exceed three (3) square metres in area, to a maximum of eight (8) percent of the building facade area for on and offsite advertisements.

*(22 June 2017)***7. Temporary Advertisement**

Temporary advertisement located in this Use Zone shall be issued under the following conditions:

- (a) The permit will be for a maximum period of three (3) months and the advertisement is to be removed for a minimum of six (6) months before an application will be considered for the same site. (Only one (1) advertisement will be permitted per site).
- (b) The advertisement is not to pose a nuisance and/or inconvenience to pedestrians, motorists or to any neighbouring residential units.
- (c) The advertisement must be located within the lot boundary and each application will be assessed on its own merits based on the specific site conditions. Temporary advertisement shall be located a minimum distance of fifty (50) feet from any street intersection must be kept off public right-of-ways.
- (d) The advertisement is not to exceed a maximum of three (3) square metres in area.

(22 June 2017)

8. Discretionary Use Classes

The discretionary use classes listed in this table may be permitted at the discretion of the Authority provided that they are complementary to uses within the permitted use classes or that their development will not inhibit or prejudice the existence or the development of such uses.

USE ZONE TABLE**158. RURAL**

<p>PERMITTED USE CLASSES - (see Regulation 127)</p> <p>Agriculture, forestry.</p>
<p>DISCRETIONARY USE CLASSES - (see Regulations 26 and 128)</p> <p>Outdoor assembly, single dwelling, single dwelling (existing), veterinary, outdoor market, general industry, service station, mineral working, recreational open space, conservation, transportation, animal, antenna, hazardous industry*, cemetery**</p> <p>*(See condition no. 8) **(See condition no. 9)</p>

CONDITIONS**1. Advertisements Relating to Onsite Uses**

The conditions which shall apply to the erection or display of an advertisement on any lot or site occupied by a use permitted or existing as a legal non-conforming use in this use zone, shall be as follows:

- (a) The size, shape, illumination and material construction of the advertisement shall meet the requirements of the Authority, having regard to the safety and convenience of users of adjacent streets and sidewalks, and the general amenities of the surrounding area.
- (b) No advertisement shall exceed five (5) square metres in area.

2. Advertisements Relating to Offsite Uses / Third Party Advertisements

The conditions to be applied to the erection or display of a Third Party advertisement on any site, relating to a use permitted in this or another zone, or not relating to a specific land use, shall be as follows:

- (a) Each advertisement shall not exceed three (3) square metres in area.
- (b) The location, siting and illumination of each advertisement shall be to the

satisfaction of the Authority, having regard to the grade and alignment of streets, the location of street junctions, the location of nearby buildings and the preservation of the amenities of the surrounding area.

(22 June 2017)

3. Discretionary Use Classes

The discretionary use classes listed in this table may be permitted at the discretion of the Authority provided that they are complementary to uses within the permitted use classes or that their development will not inhibit or prejudice the existence or the development of such uses.

4. Single Dwelling

One single dwelling may be permitted with a farm or forestry operation and it must be demonstrated to the satisfaction of the Authority that the residence onsite is necessary to the successful operation of the use and the minimum lot size for inclusion of a dwelling is to be 3 hectares. The agricultural or forestry use must be in active operation for a minimum of two years prior to an application for a dwelling use onsite.

5. Single Dwelling (Existing)

When determining whether an existing dwelling may be replaced by new construction, extensively renovated, repaired or extended, consideration will include, but not be limited to, the following:

- (a) The dwelling must already exist in the zone at the coming into effect of these Development Regulations.
- (b) The lot on which the dwelling is located shall not be located in an area where the Authority has determined that existing houses are to be eventually removed in order to clear the area of all development, either for safety reasons or to accommodate new or different development under the existing land use designation/zone or a proposed new land use designation/zone.
- (c) The land on which the dwelling is located is not on a slope of 20% or greater,

SCHEDULE C: Use Zone Tables

Page 261

nor are there any other inherent or obvious hazard(s) or potential hazard(s) that would have a negative impact on the replacement or redevelopment of the existing dwelling or on adjacent lands. Should the topography where the dwelling is located exceed 20 % and major renovations, extension or replacement of the dwelling is proposed, a Land Use Assessment Report will be required to address how the development will be accommodated, taking into account the slope and any other relevant considerations.

- (d) The replacement of an existing dwelling is to result in a single dwelling unit only. Double dwellings, row dwellings or apartment buildings will not be permitted to replace an existing dwelling unit, regardless of whether the original dwelling was double dwelling or contained a subsidiary apartment unit, nor will a subsidiary apartment/secondary suite to the main dwelling unit be permitted.
- (e) An application to replace an existing dwelling in accordance with the above criteria will be assessed on an individual basis.
- (f) The dwelling must be accessible to fire department and other emergency vehicles and located on a recognized city street where municipal snow clearing and other maintenance is normally carried out.
- (g) Where fire protection or access may be considered deficient, the owner or applicant requesting to repair, extend or replace the single dwelling may be required to upgrade, install, or otherwise improve the capacity to provide fire protection service or access to a level that is satisfactory to the City of Corner Brook. All costs associated with this will be the responsibility of the owner or developer.
- (h) Where one or more municipal services are absent, the City of Corner Brook assumes no responsibility to provide any service which is not currently available. The owner or developer may undertake the cost and responsibility to install any services to the single dwelling if approved by the City of Corner Brook.
- (i) As an existing single dwelling is deemed to be a discretionary use of the Rural Zone, the owner of the dwelling being repaired, extended or replaced may be required to sign a Development Agreement whereby the owner of the property

SCHEDULE C: Use Zone Tables

Page 262

agrees to the above conditions and understands that the City of Corner Brook will continue to allow other Permitted and Discretionary Uses of the zone to be developed.

(22 June 2017)

6. General Industry

Where permitted as a discretionary use, General Industry will be restricted to maintenance and repair of equipment, processing and storage related to agriculture or forestry uses.

7. Mineral Working

Where permitted as a Discretionary Use, the conditions relating to Mineral Working Zones shall apply.

8. Hazardous Industry

- (a) A hazardous industrial manufacturing use has been developed in a Rural Zone in the proximity of Lady Slipper Road. Due to the nature and material of the product and manufacturing process at the site, no use or activity what-so-ever shall be permitted within a one (1) kilometre radius of the building(s) of this site. Uses proposed beyond the buffer area may be subject to a Land Use Assessment Report.
- b) The following limitations apply to hazardous industrial uses that involve the bulk storage of flammable and hazardous liquids and substances:
 - (i) The total volume of storage on each lot shall not exceed 341,000 litres or 90,000 USWG.
 - (ii) The siting of such hazardous industrial uses shall take place in such a manner that the site conditions meet all municipal, provincial, and federal regulations with regard to site boundary distances and adequate separations from other industrial uses.

SCHEDULE C: Use Zone Tables

Page 263

- (iii) Separation distances shall be appropriate to maintain public safety, fire safety and land slope separation for the protection of the amenity of surrounding uses.
- (iv) The use does not abut or is sufficiently far removed from a residential neighbourhood, public assembly use, community service use or a street where an alternative route is not available.
- (v) The use may only be located where an adequate municipal water supply is available or where an alternative adequate water volume and water pressure can be obtained according to all regulating agencies.
- (vi) The authority may also impose other conditions as deemed necessary from an environmental, occupational health and safety, fire and life safety and aesthetic point-of-view.

9. Cemetery

Where permitted as a Discretionary Use, cemeteries shall be restricted to animal cemeteries. Any new human cemeteries shall be restricted in this zone to land located directly adjacent to or near Mt. Patricia Cemetery.

10. Accessory Buildings

Accessory buildings in this zone shall conform to the requirements of Regulation 60, Accessory Buildings - General, in Part II of these Development Regulations.

Response to Request for Proposal
For
Sale of Land – O’Connell Drive
Corner Brook, NL

Submitted by:
Valleyview Estates Ltd.
4 White Lakes Rd
Corner Brook, NL
A2H 6G1

Valleyview Estates Ltd.

4 White Lakes Road, Corner Brook, NL, A2H 6G1

Phone: (709) 639-2330 Fax: (709) 686-5237

Aug 2, 2019

City of Corner Brook
5 Park Street
PO Box 1080
Corner Brook, NL
A2H 6E1

Attention: Tendering / RFP Evaluation Committee

RE: RFP – O’Connell Drive

Please accept and review the attached proposal for the O’Connell Drive RFP package.



Signing Officer



Witnessed by

Table of Contents:

Background - Valleyview Estates Ltd.3

Overview of Valleyview Estates Ltd. Proposal3

Zoning3

Benefits.....4

Integration of existing George “Daddy” Dawe Memorial Field.....4

Timelines for Development.....4

Privately Owned Adjacent Lot.....4

Estimate of Costs of Development.....5

Offer Price for the Property5

Appendix A – Drawings6

Valleyview Estates Ltd. (VEL) is pleased to provide the following response to the request for proposals developed by the City of Corner Brook for the sale of land off O'Connell Drive, Corner Brook.

Background – Valleyview Estates Ltd.

VEL is a real estate development company based on the West coast of Newfoundland and Labrador. Over the past fifteen years VEL has developed multiple properties and subdivisions in Corner Brook, Stephenville, Massey Drive, and Pasadena. Over the last eight years VEL and its associated companies have undertaken and developed approximately twenty-five million dollars' worth of commercial properties in Corner Brook alone. Recently VEL acquired the private property located adjacent to the parcel being offered via this RFP. The intention would be to develop the adjacent property in conjunction with the property offered in the RFP.

Overview of VEL Proposal

VEL is proposing to develop a fully serviced mini home subdivision which would utilize both the private property previously purchased and the parcel identified in this RFP. In conjunction with the subdivision VEL is proposing to provide improved access, additional parking, and a small change room/storage building for the George Daddy Dawe Memorial Soccer Pitch.

Please see Appendix A drawings for the layout and details of our proposed development.

Zoning

The parcel of land being offered in this RFP is currently divided into three zones; Mobile/mini home residential, Comprehensive residential development area, and open space. We would require that the area to be developed be re-zoned as mobile/mini home residential. It is understood that there is an existing large mobile/mini home subdivision in the area. Our proposed development therefore would conform to the current area usage.

Benefits

The residents of Corner Brook will benefit from this development as the City's tax base will increase without the cost of additional infrastructure. The proposed development will also provide much needed affordable housing. These type of subdivisions often provide a great opportunity for young families to acquire their first home, or for seniors to downsize.

Integration of existing George "Daddy" Dawe Memorial Field

The existing George "Daddy" Dawe Memorial Field has sub-standard access off O'Connell Drive and a sub-standard parking area. As part of our proposed development we would improve both aspects. As per drawings in Appendix A; a new driveway would be provided off the new street. A new gravel parking area will be provided on the Southwest side of the soccer pitch. Pressure treated stairs will also be provided to allow access from the new parking area to the pitch.

Timelines for Development

VEL would expect to begin development of the property in the spring of 2020. If the proposal is successful, engineering and permitting would be completed through the fall of 2019. The goal would be to have lots available for residential development by spring of 2021.

Privately Owned Adjacent Land

An issue which would have to be resolved in order to develop this parcel of land will be the small privately owned lot located adjacently just to the south. The general intent would be to exchange property with this home owner to allow the proposed road alignment.

Estimate of Proposed Costs of Development

Only preliminary estimates are possible at this time, however, we estimate that the cost to develop the approximate twenty-two lots complete with water, sewer, storm sewer, curb, sidewalk, asphalt, and power to be in the range of \$1,200,000 plus hst.

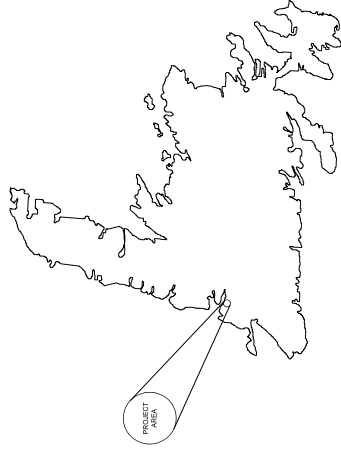
Offer Price for Property

Valleyview Estates Ltd. is hereby offering thirty-five thousand dollars (\$35,000) plus hst for the parcel of land offered via this RFP. As indicated on the drawings, even though there are 7.1 acres offered; only 3.1 acres are actually developable. Also, given the steepness of the property, the development of the roadway is expensive as a large quantity of material will have to be removed to achieve approved road grades.

Appendix A - Drawings

GDR ENTERPRISES TD.

GEL # 19-093



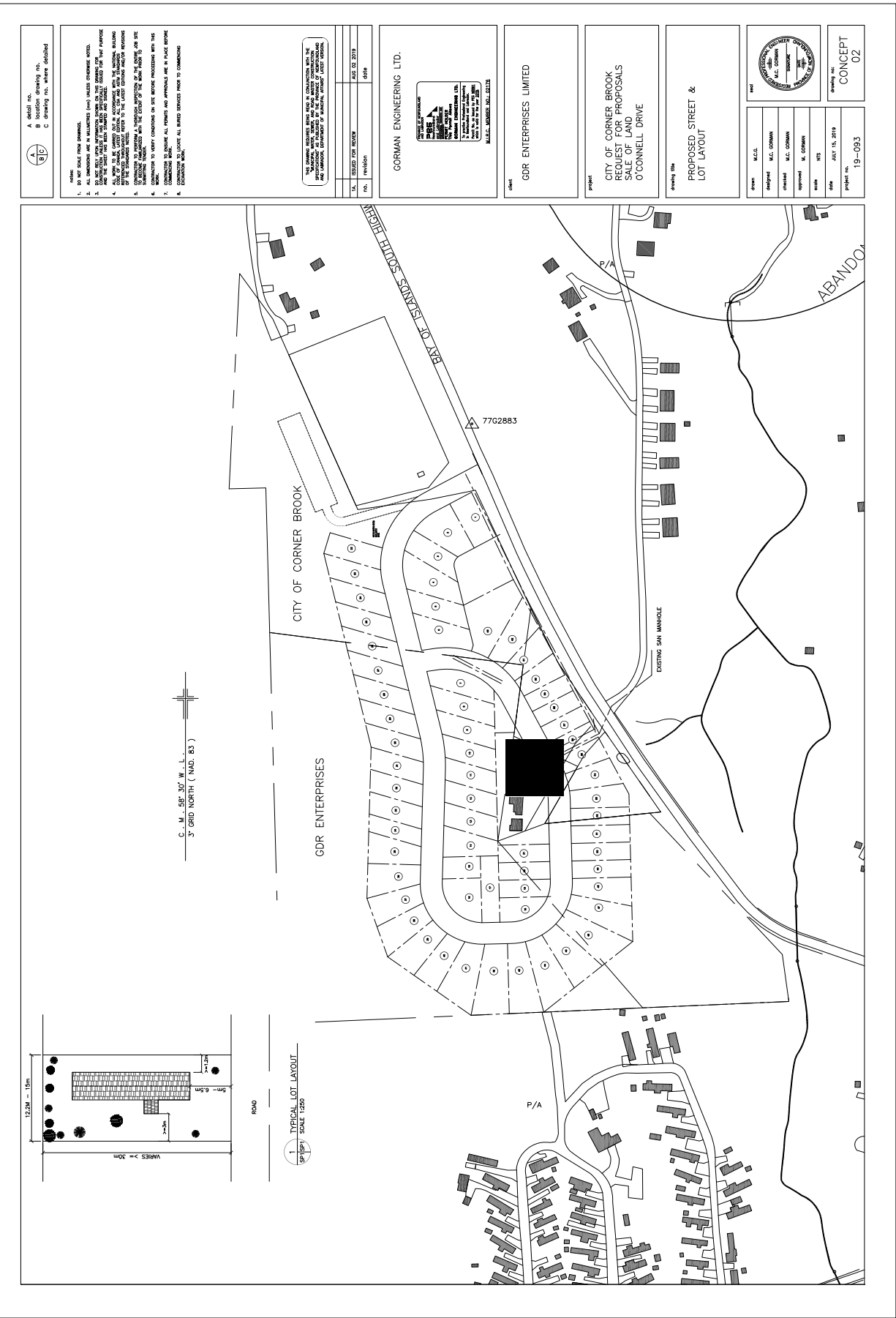
CITY OF CORNER BROOK
RFP LAND O'CONNELL DRIVE

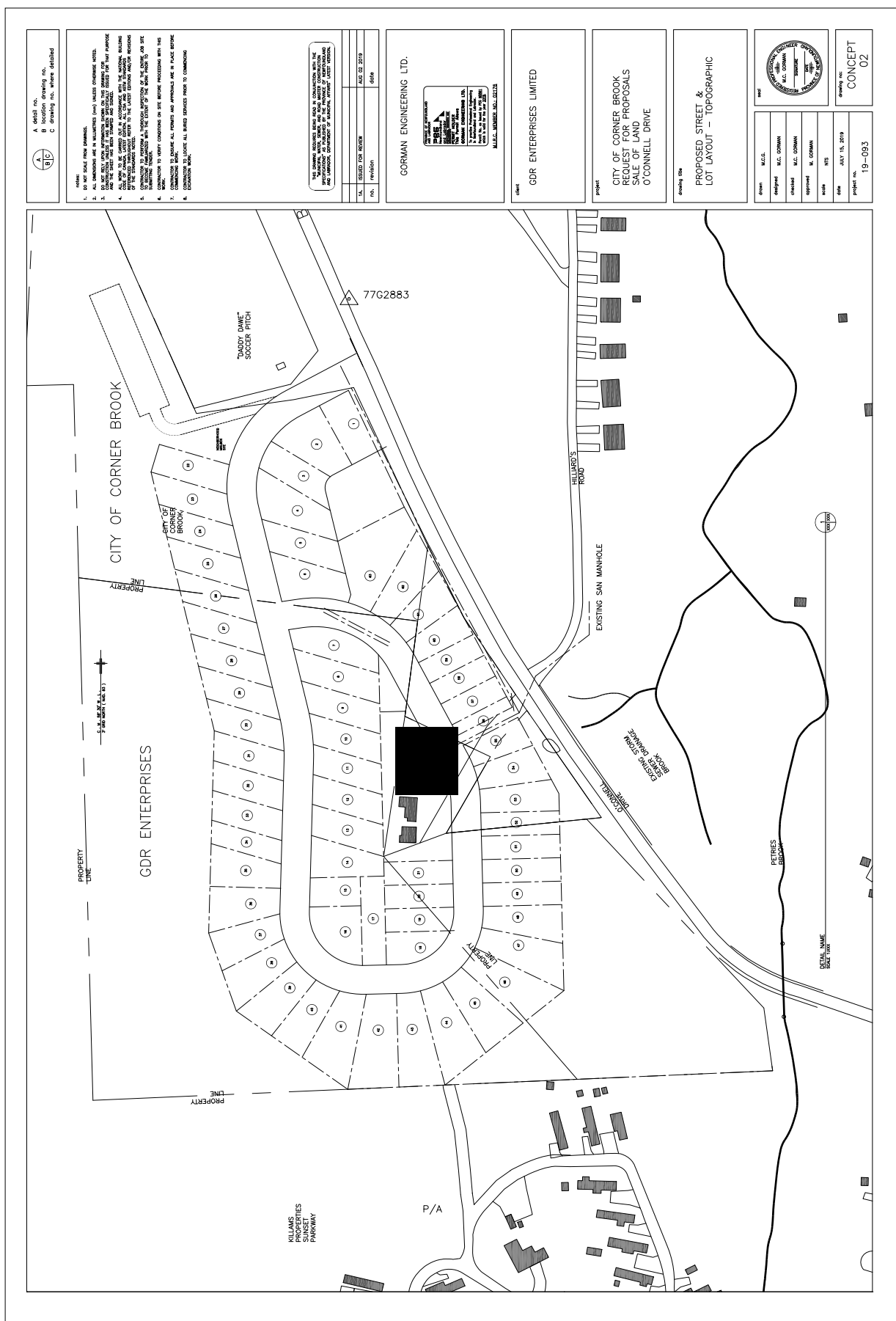
Gorman Engineering Ltd.

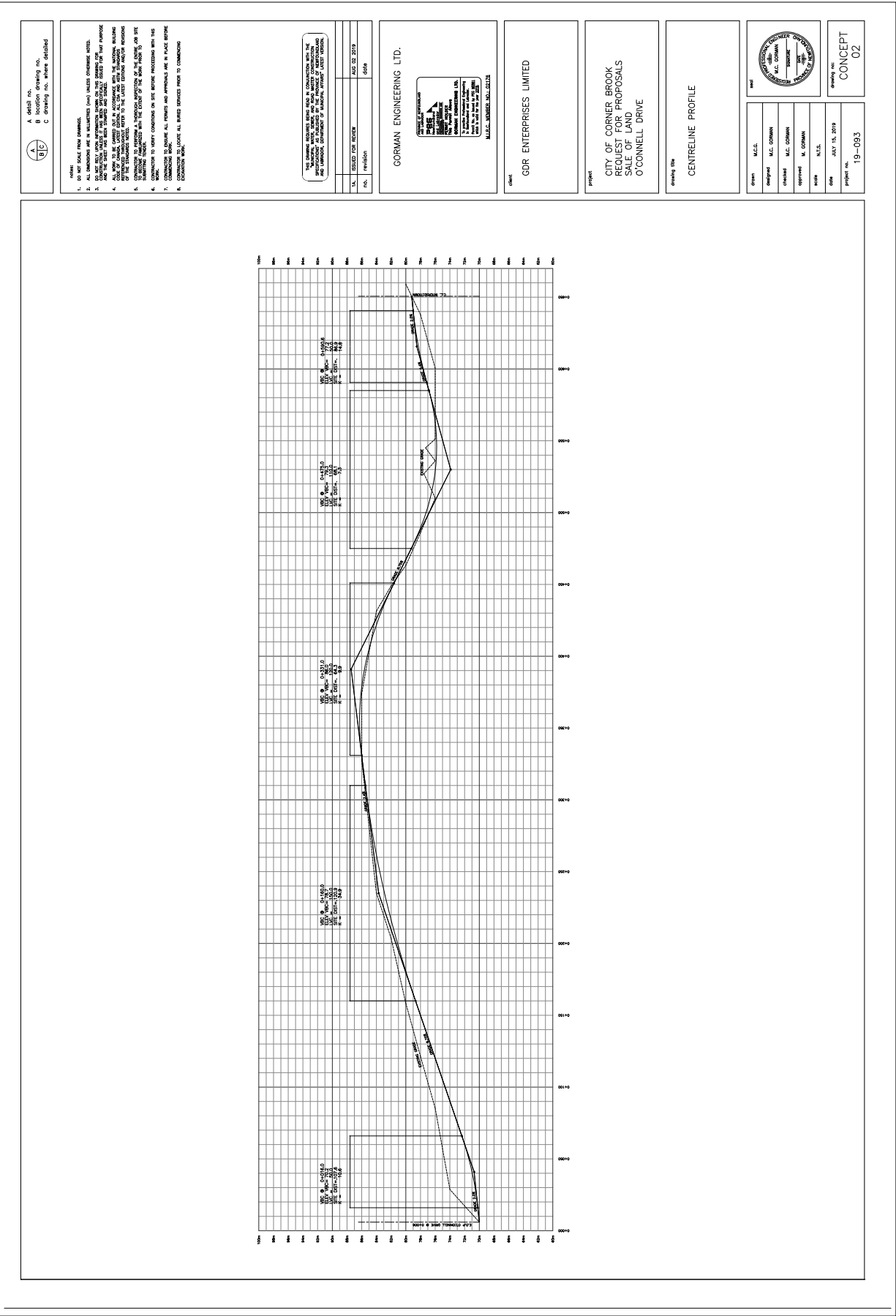
11 WOODROW AVENUE
CORNER BROOK, NJ
A2H 7V6

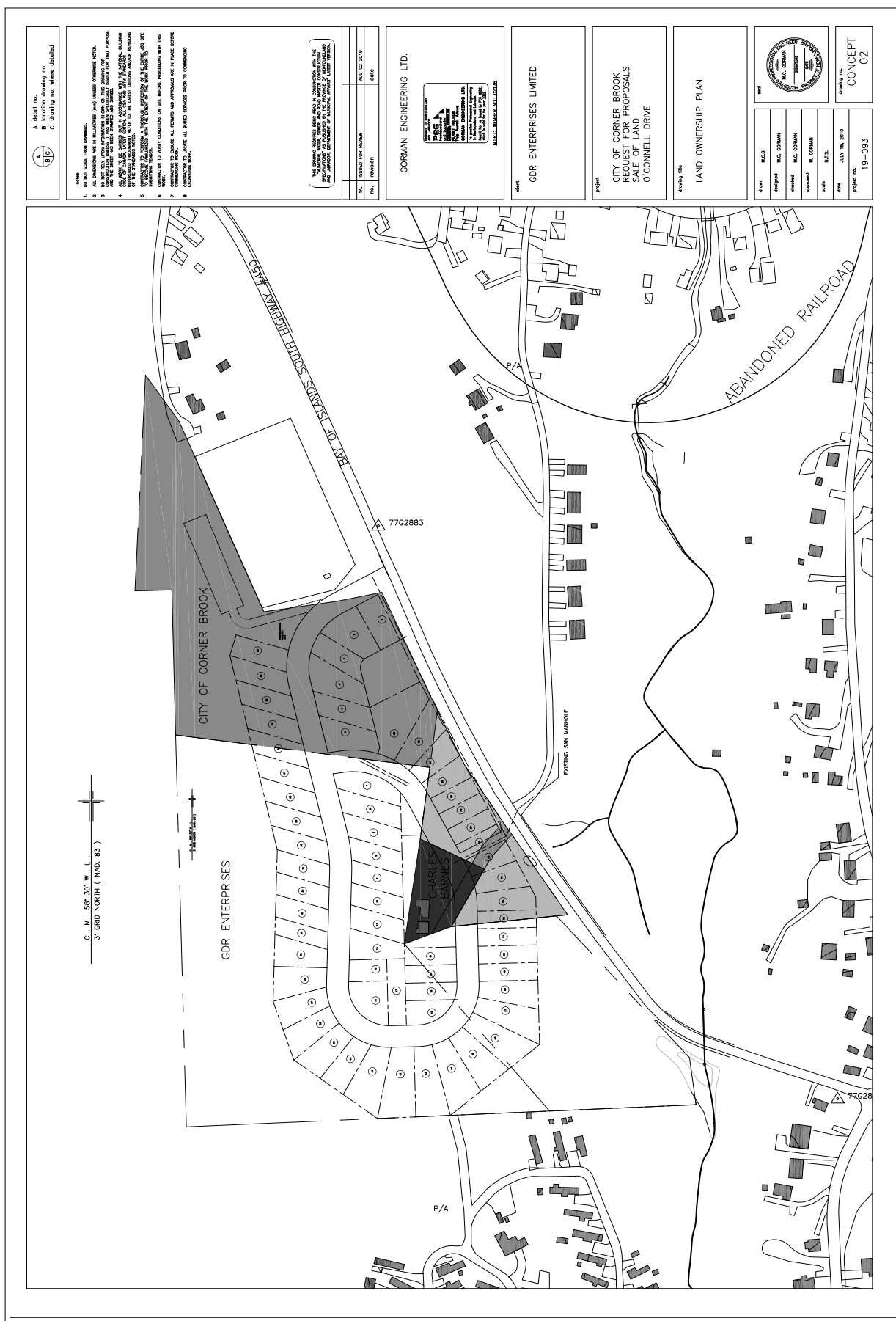
p. (709) 634-9265











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*, R.S.N.L 1990, c. C-15, as amended, (hereinafter referred to as the "Seller")

AND **VALLEYVIEW ESTATES LIMITED**, a body corporate duly registered to conduct business in the Province of Newfoundland and Labrador, (hereinafter referred to as the "Buyer")

WHEREAS the Seller owns property on O'Connell Drive in the City of Corner Brook, Province of Newfoundland and Labrador;

AND WHEREAS the Seller desires to sell the property for the purpose of development of the land in a manner that will benefit the City and its residents and as such released a Request for Proposals for the Sale of Land- O'Connell Drive in May 2019;

AND WHEREAS the buyer desires to purchase the property and agrees to develop it in accordance with this agreement and in accordance with the Response to the Request for Proposals submitted by the Buyer to the Seller on or about the 2nd of August, 2019;

NOW THEREFORE IN CONSIDERATION of the sum of \$1.00 and other valuable consideration (the receipt and sufficiency thereof 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 agrees to sell and the Buyer agrees to purchase the property on O'Connell Drive in the City of Corner Brook, Province of Newfoundland and Labrador containing an area of approximately 7.1 acres and more particularly described in the sketch marked as Schedule "A" and annexed hereto (hereinafter referred to as the "Property"); at a purchase price of Thirty Five Thousand Dollars (\$35,000) plus taxes (hereinafter referred to as the "Purchase Price") on the following terms and subject to the provisions in clause 16 regarding adjustments and harmonized sales tax (HST).

DEPOSIT

2. The Buyer submits with this offer the sum of Three Thousand Five Hundred Dollars (\$3,500.00) 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 is to be paid on closing.

3. It is understood and agreed that if the Buyer does not complete this agreement with the terms thereof, the Buyer will forfeit the above deposit in addition to any other claim which the Seller may have against the Buyer for their failure to so complete.

CLOSING

4. This agreement shall be completed on or before the 11th day of June, 2021(hereinafter called the "closing" or "closing date").

TITLE SEARCH

5. The Seller is to furnish the Buyer with a sketch of the Property which is the subject of this agreement within five (5) days of signing this agreement, after receipt whereof the Buyer is allowed forty five (45) days to investigate the title to the Property, which the Buyer shall do at his own expense. If within that time any valid objection to title is made in writing, to the Seller, which the Seller is 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

6. 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.

DEVELOPMENT

7. The Buyer covenants, represents and warrants that it will develop the Property, which is the subject of this Agreement in accordance with the following documents (hereinafter called the "Contract Documents":
 - a. this Agreement;
 - b. the proposal submitted by the Buyer to the Seller on August 2nd, 2019 and the conceptual drawings annexed thereto, hereinafter referred to as the "Development"

(said drawings by Gorman Engineering Ltd. dated February 4, 2020, Project No. 19-093, labeled as for client "Valley View Estates" and for the Project described as "O'Connell Drive Development" and hereinafter referred to as the "Conceptual Drawings"), a copy of which is annexed to this Agreement as Schedule "B"; and

- c. the subdivision permit to be issued by the City of Corner Brook and signed by the Buyer, a copy of the form for which is annexed to this Agreement as Schedule "C"

In the event of a conflict between any of the Contract Documents this Agreement shall govern, followed by the subdivision permit and then the Response to the Request for Proposals/conceptual drawings.

The parties agree that the timelines set out in the Response to the Request for Proposals shall be amended as follows:

- a. Engineering and permitting shall be completed by April 29, 2022 and ;
 - b. Development shall commence on or before June 6, 2022 and ;
 - c. Lots shall be available for sale and residential development on or before October 28, 2023.
8. In the event that the Buyer fails to comply with the timelines set out in clause 7 above, then the Seller may in its sole and absolute discretion, buy back the Property from the Buyer by giving the Buyer notice in writing. The Buyer shall sell the property back to the Seller for the purchase price of Thirty Five Thousand dollars (\$35,000.00) as outlined in clause 1 without any additional compensation to the Buyer for work, effort, materials or improvements to the Property.
 9. Upon being served with the notice to buy back the Property set out in clause 8 herein, the Buyer shall execute any documents as may be expedient or necessary to convey all right, title and interest in the Property together with all development then completed by the Buyer, back to the Seller free and clear of all liens, charges and encumbrances within ten (10) days of having been provided with such documentation and the Buyer shall promptly and at the Buyer's own expense forthwith remove any liens, encumbrances or other charges that may have been placed against the parcel of land during the time that the Buyer owned the parcel. Any improvements to the Property and buildings or fixtures that have been added to the Property shall vest in the Seller without further compensation therefore to the Buyer. In the event that the Buyer fails to comply with this provision, the Buyer shall pay a penalty of \$100.00 per day for each day of non-compliance and shall reimburse the Seller its solicitor client costs in the event that it becomes necessary to commence legal action to enforce the transfer of Property back to the Seller.
 10. The Buyer shall obtain a Subdivision Permit from the Seller and enter into a Subdivision Agreement with the appropriate department of the City of Corner Brook, prior to or upon the Closing Date, and any construction taking place on the Property shall be in accordance with all the stipulations outlined in the Subdivision Permit and Subdivision Agreement. The Buyer shall also obtain all approvals necessary from any Department of the Province of Newfoundland and Labrador, necessary for the commencement of construction on the Property prior to the

Closing Date.

11. Following the completion of the Development by the Buyer in accordance to this agreement, the Buyer shall request the Seller to inspect the Development and upon approval of the Seller the Buyer shall to transfer to the Seller at no cost to the Seller:
 - a. All land in the area proposed to be developed or subdivided which are approved and designated by the Seller for public use as streets, emergency access roads, utility right-of-ways, sidewalks or other right-of-ways for other public uses and open space owned by the Buyer and;
 - b. All services or public utilities including water supply and distribution, sanitary and storm drainage systems installed in the subdivision that are normally owned and operated by the City of corner Brook
12. The Buyer agrees to to provide a one (1) year warranty over the roadways and services constructed and/or placed by the Buyer in the Development, which warranty begins on the date of transfer of title of the roadways and services to the Seller
13. The Buyer agrees the emergency access for the trailer park must remain and cannot be obstructed
14. If the Buyer develops the parking area for the George Daddy Dawe Soccer Pitch shown as Parcel B on the attached Schedule "A", then it is agreed that the Buyer will provide an alternative parking location approved by the Seller.

SURVEY

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

ADJUSTMENTS AND HST

16.
 - a. The Seller shall not levy or charge any taxes, rates, or charges of any nature whatsoever against the Property while they are owned by the Buyer, provided however that when the Buyer completes the sale of a lot or a permit has been issued by the Seller for a lot, the Seller may then levy or charge taxes, rates or charges against the lot, or purchaser of the lot as the case may be, in the ordinary course.
 - b. The parties acknowledge that this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, and as such HST shall be added to the Purchase Price and remitted in accordance with the applicable legislation.

TENDER

17. 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, cash, or certified cheque (or their equivalent) drawn on a Chartered Canadian Bank, Trust Company or Credit Union.

AS IS WHERE IS/BUYER ACCEPT LIABILITY

18. 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 by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller 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

- 19.
- 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

20. 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 incurs, 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

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

NON-WAIVER

22. 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

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

NO COLLATERAL AGREEMENTS

24. 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

25. All Payments under this Agreement to be made to the Seller shall be to the attention of the Director of Finance and Administration:

Director of Finance and Administration
City of Corner Brook
5 Park Street
P.O. Box 1080

Corner Brook NL
A2H 6E1

NOTICE

26. 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 Clerk
City of Corner Brook
5 Park Street
P.O. Box 1080
Corner Brook NL
A2H 6E1

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

Valleyview Estates Limited
P.O. Box 62
Pasadena
NL Canada
A0L 1K0

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.

JURISDICTION

27. 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.

SEVERABILITY

28. 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.

SIGINING

29. The parties acknowledge that each of them is signing this Agreement voluntarily without undue influence, or duress, or fraud or coercion or misrepresentation whatsoever from the other party, or from any other source, and that each party has read the Agreement in its entirety and with full knowledge of the contents thereof and does hereafter affix their signature voluntarily.

DOCUMENTS

30. 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

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

HEADINGS

32. 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

CITY OF CORNER BROOK

Witness

Mayor/Deputy Mayor

Witness

City Manager/City Clerk

DATED AT _____ this _____ day of _____, 2021.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

VALLEYVIEW ESTATES LIMITED

Witness

[Redacted Signature]

Witness

[Redacted Signature]

DRAFT

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: 2020-2023 – Multi-Year Capital Works – 3 Year Allocation	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Appendix 1 and Notification of Approval
Prepared By: Jim Warford	Council Meeting Date: May 31, 2021

Issue: Engineering staff require a motion of Council to officially submit projects for the 2020-2023 **Multi-Year Capital Works – 3 Year Allocation**.

Background: The Provincial Government has pre-approved funding for the City of Corner Brook in the amount of \$4,567,513.00 for the 2020-2023 Multi-year Capital Works Program. We are required to provide a list of projects to the Provincial Government by June 18, 2021 and as a result, staff met to discuss the projects that could be submitted and a list of the proposed projects are shown in Appendix 1. The costs shown are a reasonable estimate of probable cost.

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

Be it resolved that the Council of the City of Corner Brook authorize staff to submit the projects listed in Appendix 1 for the **2020-2023 Multi-Year Capital Works Program**

Options:

1. That the Council of the City of Corner Brook authorize staff to submit the projects listed in Appendix 1 for the **2020-2023 Multi-Year Capital Works Program**.
2. That the Council of the City of Corner Brook not authorize staff to submit the projects listed in Appendix 1 for the **2020-2023 Multi-Year Capital Works Program**
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Capital Budget - \$4,567,513.00

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

Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 25, 2021

Additional Comments by City Manager:



MAY 04 2021

Government of Newfoundland and Labrador
Department of Transportation and Infrastructure
 Office of the Minister

COR/2021/00786

NOTIFICATION OF APPROVAL
Multi-Year Capital Works – 3 Year Allocation

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

Re: 2020-2023 – Multi Year Capital Works

Dear Mayor Parsons:

I am pleased to advise you that the Provincial Government has approved a \$70 million provincial investment in the Multi-Year Capital Works Program for the fiscal years 2020/21 to 2022/23. In relation to this investment, I am pleased to offer \$4,567,513 in provincial funding to the City of Corner Brook under this program.

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

Please submit a list of the projects you would like to have funded through this program, totalling the amount indicated above. Each project identified should contain a proposed cash flow through to project completion. Please submit the list within 45 days of this letter, using the attached "Schedule A", so that project agreements may be finalized.

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

Sincerely,

HONOURABLE ELVIS LOVELESS, MHA
 Minister of Transportation and Infrastructure
 District of Fortune Bay-Cape La Hune

"Never give safety a day off"

/jl

Enc.



TSUS 1 0 YAM

cc: Hon. Gerry Byrne, MHA
Mr. Scott Reid, MHA
Mr. Eddie Joyce, MHA
Ms. L. Evoy, Regional Manager
Mr. I. Rehman, P. Eng., Regional Engineer
Ms. C. Johnson, Manager, Fed/Prov Programs

[illegible]

Schedule A						
Project	Project #	Total Funding	GST Rebate	Net Funding	Provincial Share	Municipal Share
TOTAL		0	0	0	0	0

category	Project Name	Project costs					City share	Pre HST	HST	Refundable		Net HST	Net cost	provincial share	City share	2021	2022
		2021	2022	Total	Provincial	City share				Provincial	Federal						
1	disaster roads	60,000	1,240,000	1,300,000	70%	30%	1,130,435	169,565		64,593	56,522	48,450	1,178,885	825,220	353,666	16,323	337,343
2	Johnson's Ave storm Retaining Walls*	360,000		360,000	50%	50%	313,043	46,957		17,887	15,652	13,417	326,461	163,230	163,230	163,230	-
3	roads street resurfacing		2,230,000	2,230,000	50%	50%	1,939,130	290,870		110,802	96,957	83,111	2,022,242	1,011,121	1,011,121	-	1,011,121
4	roads Intersection improvements**	50,000	1,000,000	1,050,000	50%	50%	913,043	136,957		52,171	45,652	39,133	952,177	476,088	476,088	22,671	453,417
5	disaster Blackwood's Hill culvert	100,000	1,510,000	1,610,000	70%	30%	1,400,000	210,000		79,996	70,000	60,004	1,460,004	1,022,003	438,001	27,205	410,796
6	disaster Bell's Brook culvert***	82,000	750,000	832,000	70%	30%	723,478	108,522		41,340	36,174	31,008	754,487	528,141	226,346	22,308	
7	disaster PRV upgrades Citadel Dr.	800,000		800,000	70%	30%	695,652	104,348		39,750	34,783	29,816	725,468	507,827	217,640	217,640	
8	roads Transportation study	75,000		75,000	50%	50%	65,217	9,783		3,727	3,261	2,795	68,013	34,006	34,006	34,006	34,006
		1,527,000	6,730,000	8,257,000										4,567,636		503,384	2,464,324

Cost Sharing

	Municipal	Provincial
Water, wastewater, disaster mitigation	30%	70%
Recreational, Community, council buildings	30%	70%
Roads and other	50%	50%

Provincial Funding \$ 4,567,513.00

variance \$ 123.12

* 21 East Ave \$ 90,000
 200 Petries \$ 240,000
 55 Gibbons \$ 30,000

** Lewin / Mill Road \$ 470,000
 Lewin / Griffin Dr \$ 580,000

*** Bell's Brook at Mt Bernard \$ 134,000
 Bell's Brook at Valley Rd. \$ 700,000

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: West Coast Cycling Association (WCCA) Grant	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: MOU WCCA Funding Request Letter
Prepared By: Darren Charters	Council Meeting Date: May 31, 2021

Issue: Council approval is required to reallocate CEDP 2021 Operational funding in order to provide a grant to WCCA.

Background: Staff was approached by WCCA to discuss the potential for a partnership to develop cycling/hiking trails in and around the City. WCCA is local non-profit organization that has developed many km's of trails over the years using only a group of trained and highly motivated volunteers to build those trails.

The specific trail section discussed would start at the Grenfell Campus of MUN and would connect to the new Acute Care Hospital as shown below. Although the original funding ask was significantly higher, staff is prepared to provide a grant to WCCA in the amount of \$20,000 in order to support the development of this 1.5km trail section.





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

Recommendation: The development of trails in the region is a corner stone strategy of the STAR tourism initiative and supporting groups that are already developing trails in the region fits well within this strategy. 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 the reallocation of CEDP 2021 Operational funding to provide the West Coast Cycling Association with a grant valued at \$20,000 which will aid in the development of a cycling/hiking trail from Grenfell Campus to the new Acute Care Hospital.

Options:

1. That the Council of the City of Corner Brook approve the reallocation of CEDP 2021 Operational funding to provide the West Coast Cycling Association with a grant valued at \$20,000 which will aid in the development of a cycling/hiking trail from Grenfell Campus to the new Acute Care Hospital.
2. That the Council of the City of Corner Brook not approve the reallocation of CEDP 2021 Operational funding to provide the West Coast Cycling Association with a grant valued at \$20,000 which will aid in the development of a cycling/hiking trail from Grenfell Campus to the new Acute Care Hospital.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications: NA

Budget/Financial Implications: CEDP Admin, Business Travel: 1200-60000

CEDP Admin Consulting Fees: 1200-65300

Environmental Implications: NA

Prepared by: Darren Charters

Director: Darren Charters

	City of Corner Brook Request for Decision (RFD)
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City Manager: Rodney Cumby

Date: May 27th, 2021

Additional Comments by City Manager:

February 19th, 2021
 Mr. Jim Parsons
 Mr. Andrew King
 City of Corner Brook
 5 Park St.
 Corner Brook, NL
 A2H 6E1



Dear Mr. Parsons and Mr. King,

On behalf of the non-profit group the West Coast Cycling Association, I am requesting funding for the development and maintenance of a trail connecting the Grenfell Campus Grounds to the new Hospital site in the city.

The current projected route is a 1.5km machine-built trail that would meet 'Easy' under IMBA Trail Standards. In order to qualify for an 'easy' trail, the surface must be firm and stable, 36 inches wide and have an average trail grade of less than 5%. Additional information on the trail grading system is available at <https://www.imba.com/resource/trail-difficulty-rating-system>.

The projected route is as follows:



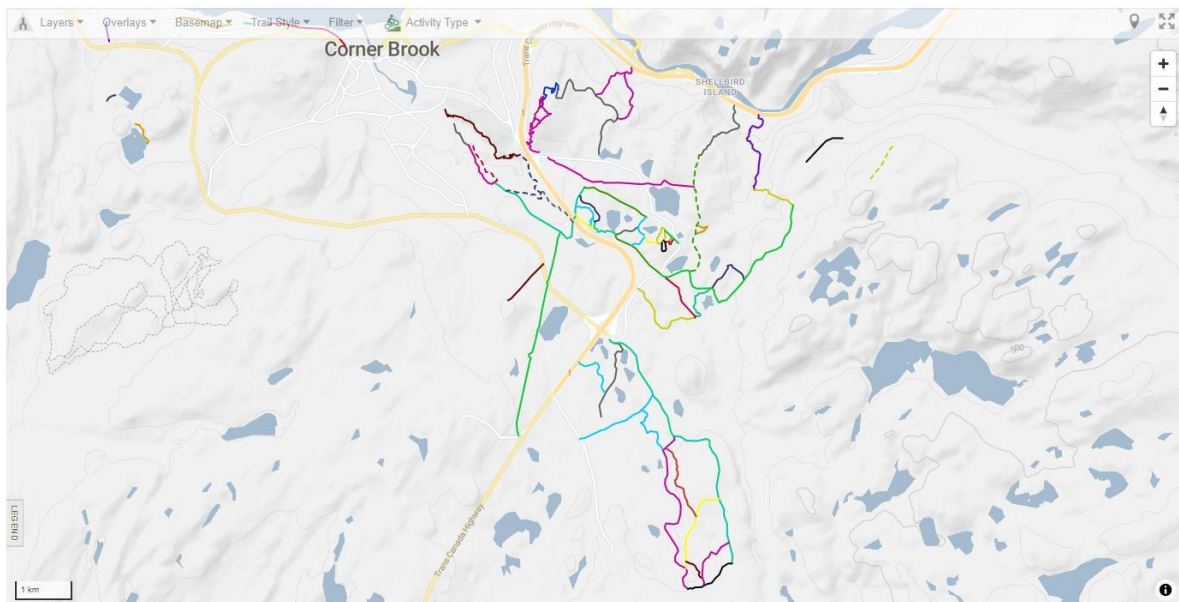
Based on our preliminary analysis, this route offers minimal environmental impact and an easy path for commuters and recreational walkers in the city to connect the downtown core and its trail network with the new development sites in the area including the Corner Brook Acute Care Hospital, the Department of Fisheries and Land Resources and the Discovery Ridge subdivision.

With the West Coast Cycling Associations experience in cost-effectively developing and maintaining trail networks around the city we believe we can complete this project on a \$50,000 budget within one calendar year. Further, to properly maintain this trail and ensure its usefulness for years to come we are requesting a \$50,000 per year maintenance allotment for this and the other trails in the city. The West Coast Cycling Association is able to achieve extremely low construction and maintenance costs with the

help of our experienced, passionate and professionally trained team of volunteers. Our request represents a fraction of the cost per kilometer of maintenance compared to other trails in the city, like the Glynmill Inn Trail.

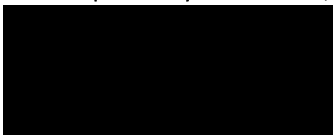
With the focus on tourism development, improvement of residency appeal for those who can now 'work-from-anywhere' and the flourishing of interest in active living and healthy lifestyles, we believe the people of Corner Brook will be well served by this new trail and the strategic investment in maintenance of our other trails in the city.

Included below is a capture of the more than 46km of local shared-use trails we work to maintain every year:



Due to continued restrictions on travel during the global pandemic situation, we expect people will again this year be primarily 'staycationing'. Last year saw a tremendous increase in consumer spending at home and on property development. We expect that trend to continue this year. With that in mind, we are requesting an expedient reply from the city on this matter so we can secure the equipment necessary to get the job done well.

Respectfully submitted,



David LaRose
Board Secretary
West Coast Cycling Association
(709) 660-9548
dlarose@thewesterngroup.ca

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS MADE at the City of Corner Brook, Newfoundland and Labrador, as of the ____ day of _____, 2020

BETWEEN: the WEST COAST CYCLING ASSOCIATION (“WCCA”),

AND: the CITY OF CORNER BROOK (“City”)

WHEREAS the City is interested in supporting the WCCA and the development of trails within the City Limits;

AND WHEREAS the WCCA is actively engaged in the building and maintenance of multi-use cycling trails;

AND WHEREAS both the City and WCCA would like to reach an agreement that sets out the roles and responsibilities of each party to facilitate the ongoing efforts of the WCCA;

NOW THEREFORE in consideration of the mutual covenants, conditions and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto covenant and agree as follows:

1) **City Obligations.** The City agrees to:

- a) Provide \$20,000 in funding;
- b) Support trail development through the facilitation of permitting, where necessary;
- c) Assist with promotion of WCCA events and initiatives;

2) **WCCA Obligations.** WCCA agrees to:

- a) Develop a non-motorized multi-use trail connecting to the new hospital site;
- b) Continue efforts to develop multi-use cycling trails within the region;
- c) Include the City Logo on any signage installed for trails which were developed using the provided funding;
- d) Provide insurance coverage for any new trail which they create;
- e) Provide ongoing maintenance for all trails which they insure;
- f) Submit a report in the fall of 2020 stating how funding was allocated during the trail building season;

3) **Term.** Upon execution by both parties, this Agreement shall be effective for a ____1____-year term, commencing ____June 1, 2021____ and expiring on ____June 1, 2022____.

- 4) **Amendment.** This MOU may be amended, extended, or terminated upon written agreement by both parties.
- 5) **Without Prejudice.** This MOU is entered into without prejudice to the parties' legal rights.
- 6) **Entirety of agreement.**
 - a) The preceding articles in this MOU contain the entire agreement between the parties; and
 - b) All previous proposals and communications relative to the provision of new Community Gardens, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated into this MOU.
- 7) **Counterparts.** This MOU may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and the counterparts together shall constitute one and the same instrument. Signatures delivered by pdf, facsimile or other electronic means shall be deemed for all purposes to be counterparts of this MOU.

IN WITNESS WHEREOF the parties have executed this MOU as of the day and year first above written.

West Coast Cycling Association

City of Corner Brook



Information Report (IR)

Subject: 2021 Tax Sale Auction

To: Dale Park
Meeting: Regular Meeting - 31 May 2021
Department: Finance and Administration
Staff Contact: Brandon Duffy, Land Management Supervisor
Topic Overview: Provide an update on the 2021 Tax Sale Auction

BACKGROUND INFORMATION:

Land Management has started the process for the next tax sale auction. A total of 19 properties are on the list this year. We are in the process of posting/mailing the 60 day notice of arrears. (15 are posted/mailed) If no arrangements are made within the 60 days, then a 30 day notice of auction will be posted/mailed. If there are still no arrangements made after 30 days, then each property will be brought to the auction. Below are the timelines of the 2021 Tax Sale Auction and a list of the properties.

Item	Date
60 Day Notice of Arrears	May 17-27, 2021
Council Approval to post auction list publicly	July 26, 2021
30 Day Notice of Auction	August 2-6, 2021
First Auction (Tentative)	September 15, 2021
Second Auction (Tentative)	September 22, 2021
Closing of Sales	October 25-29, 2021

Civic #	Street	Civic #	Street
8	Batstones Lane	5	Peddles Lane
	Ezekiels Lane	75	Petley Street
	Gearyville Road		Petries Street
	Gearyville Road		St Mary's Road
	Georgetown Road		Station Road
233	Humber Road		Union Street
	Humber Road		Verge Place
	O'Connell Drive		Wheeler's Road
	O'Connell Drive		Youngs Avenue
	O'Connell Drive		

FINANCIAL IMPACT:

19 accounts with \$91,113.32 outstanding

GOVERNANCE IMPLICATIONS:

Legislation

City of Corner Brook Act

162

Legal Review: No



City Manager

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: 167 Country Road/Proposed Crematorium	
Report Information	
Department: Community, Engineering, Development & Planning	Attachment: Memo & 4 Attachment's
Prepared By: Darryl Skinner	Council Meeting Date: May 25, 2021

Issue: The City of Corner Brook has received an application on March 8, 2021 requesting permission to construct a Crematorium at the rear of the existing building; (Country Haven Funeral Home) located at 167 Country Road, Corner Brook, NL. The lot is located in a Community Service Zone where the proposed use “Crematorium” is considered a “**Discretionary Use**” of the City of Corner Brook’s Development Regulations

Background: The application was advertised to the public using Western Star Newspaper, City of Corner Brook Website and 155 Notice to occupant letters which encompassed a 250 meter radius from 167 County Road. The City did receive 9 submissions of support and 86 submissions that oppose the application.

Staff did consider many other items for the application beyond the submissions from the public. They are as follows:

1. Referral from the City of Corner Brook’s Planning Department.
2. Letter from a local Law firm.
3. Other Municipalities current zoning regulations for crematoriums.
4. Letter from Province of Newfoundland, (Department of Environment, Climate Change and Municipalities):
5. Emission Reports and data/information submitted by the applicant.
6. Crematoria Emissions and Air Quality Impacts Study Report, published in March 24, 2020 by the “National Collaborating Center for Environmental Health”.

Recommendation: During the public consultation one of the most common issues hi-lighted by the public was emissions generated and possible negative effects on the neighboring areas. Based on the emissions report for the same unit, (Power Pak II Plus) and having the results analyzed by the Department of Environment and Climate Change it has concluded that unit is compliant with the ambient air quality standards for the Province of Newfoundland. As a result it is recommended that the authority approve the application for the proposed crematorium at 167 Country Road subject to the condition that they follow, “Best Practices”, “Industry Standards”, “Preventive Maintenance Program”, “Annual Inspections” and “Occupational Health & Safety Programs”.



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

Be it resolved that the Council of the City of Corner Brook that Council in its Authority approve the application for the proposed crematorium at 167 Country Rd, Corner Brook, NL.

Options:

1. That the Council of the City of Corner Brook approved the application for the proposed crematorium at 167 Country Road as recommended.
2. That the Council of the City of Corner Brook not approved the application for the proposed crematorium at 167 Country Road.
3. That the Council of the City of Corner Brook to give other direction to Staff.

Legal Review: Completed – N/A

Governance Implications: Section 128 City of Corner Brook Development Regulations.

Budget/Financial Implications: N/A

Attachment: Memo & 4 Attachments.

Prepared by: Darryl Skinner
Director: Darren Charters
City Manager: Rodney Cumby
Date: May 25, 2021

Additional Comments by City Manager:

Community Services Department

Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: May 25, 2021

Re: Discretionary Use (Crematorium) / Country Haven Funeral Home.

The City of Corner Brook has received an application on March 8, 2021 requesting permission to construct a Crematorium at the rear of the existing building; (Country Haven Funeral Home) located at 167 Country Road, Corner Brook, NL. The lot is located in a Community Service Zone where the proposed use “Crematorium” is considered a **“Discretionary Use”** of the City of Corner Brook’s Development Regulations. This is the second application that was received for the same proposal at this location. The original application was received in February 15, 2017 and was refused by council on August 21, 2017. On September 25, 2018 “The West Newfoundland Regional Appeal Board” upheld Council’s decision to refuse the application for the proposed crematorium.

Below are the dates that the application was advertised to the public:

March 11, 2021	“Notice to Occupant” to 155 residents with 250m radius.
March 16, 2021	Advertised on City Web Site
March 17, 2021	Advertised in Western Star
March 19, 2021	Second “Notice to Occupant” to 155 residents with 250m radius.

Below are the results of the advertisements:

Support the application:	9 submissions
Oppose the application:	86 submissions

Below is a list of some of the concerns raised by the public:

1. Crematoriums should be in an industrial location and not next to a residential neighborhood.
2. A crematorium at 167 Country Road is not consistent with a residential area like Country Road, Boone’s Road, and Lind’s Road. Happy Valley Road and Park Drive.
3. Harmful emissions may be cause unknown health hazards.
4. There are no municipal, provincial or federal guidelines that regulate, test or monitor crematoriums.
5. Risk to property devaluation, damage and stigma should not be placed on the residents and businesses.
6. City should review the zoning of Country Road and adjacent streets and properties.

167 Country Road

Proposed Crematorium

7. Can the City of Corner Brook guarantee that there will be no odors or pollutants from this crematorium.
8. Not enough research or data to determine the adverse health effects for the emissions, therefore it would be irresponsible to allow the construction of a crematorium in a residential neighborhood.
9. Possible malfunction of the retort and human error may cause smoke and ash to accumulate on neighbors properties.
10. Negative psychological effects for residents who will have to live near the crematorium.
11. The crematorium will be close to a school bus stop where children congregate.
12. Will not be able to continue with a vegetable garden as did in the past.

Below is a list of some reasons of support raised by the public:

1. Much needed service and should be available within the city limits.
2. It would be a cost effective service and benefit the city's citizens.
3. Great asset to the business and community.
4. Provides an invaluable service.
5. City needs a crematorium in the city.

Other items considered with regards to this application.

1. **Referral from Planning Department:** The planning department has reviewed the proposal & submitted information and is recommending approval of the application. The Planning Department did recommend some conditions to be followed, which Country Have Funeral Home had addressed in an e-mail dated May 21, 2021 to the City of Corner Brook.
2. **Other Municipalities current zoning regulations for crematoriums:** City staff have contacted and researched other municipalities with regards to their regulations for crematoriums. (*Attachment #1*). The research completed concludes that it is common to have crematoriums near residential zones within the Province of Newfoundland.
3. **Letter from Province of Newfoundland, (Department of Environment, Climate Change and Municipalities):** (*Attachment #2*).
 - a. Country Haven Funeral Home have reached out to the Department of Environment and Climate Change with regards to a stack emissions report that was completed by Amec Environmental & Infrastructure on the Power Pak II Plus unit. This unit is the same unit that is proposed to be installed at 167 Country Road. Upon reviewing the emissions results/report the conclusion is the Power Pak II Plus unit is compliant with the applicable ambient air quality standards for the Province of Newfoundland. Also the report states if the unit is operated and maintained as per the owner's manual, the Department does not foresee any air quality issues with the Power Pak II Plus unit.
4. **Letter from Brothers and Associates Law Office:** A letter was received on April 12, 2021 on behalf of their clients. Some items outlined in the submitted letter are below. (*Attachment #3*).
 - a. The crematorium may process human remains from different sources other than Country Haven Funeral Home.
 - b. The proposed crematorium is likely to "inhibit" or prejudice the existence or development of permitted uses in the Community Service Zone due to issues involving ash, and documented exposure to dust, radiation, mercury and fine particles.

- c. A Land Use Assessment Report should be completed by the applicant to assess the impacts a proposed use or development may have on the social, economic and environmental sustainability of the adjacent properties, the city or region.
- d. Lack of detail provided to was inadequate to provide any detail comment. Information provided should have included type of burners, capacity, sources of raw material (human remains), operating hours, maintenance plans, cleaning schedules and amortization and replacement schedules of equipment.
- e. If the city is to permit such an activity in immediate proximity to a residential area, it is the regulator of the emissions since neither the federal nor provincial government has significant rules in place.

5. Crematorium Emissions and Air Quality Impacts Study Report, published in March 24, 2020 by the “National Collaborating Center for Environmental Health”. (*Attachment #4*).

- a. NCCEH - Their vision is to be the indispensable online resource for environmental health practitioners and policy-makers across Canada. We focus on health risks associated with the physical environment and identify evidence-based interventions to mitigate those risks
- b. Reason for the study was, *“A municipality received an application from a funeral home to install a cremator within their facility. Objections were received from nearby residents who were concerned about potential exposure to harmful emissions.”*
- c. Four keys items addressed in the report are,
 - i. Do crematoriums emit harmful pollutants?
 - ii. Is there evidence of health impacts due to exposure to crematorium emissions?
 - iii. What is standard practice for siting of crematorium in proximity to residential areas?
 - iv. What steps can be taken to minimize crematorium emissions to reduce exposure risks?
- d. This report highlights concerns, questions, potential health impacts, etc. as it relates to crematoriums. It points out some off the chemicals that may be emitted and their potential impact. It is also addresses regulations (i.e. distances from residential neighbours) that other countries have implemented.
- e. The summary of the report: *“There is no standard practice across Canada for emissions controls, monitoring or crematorium setback distances, but there are specific requirements set at regional and local levels. Appropriate setback requirements and other controls should consider equipment type, size, number of proposed cremations, local climate conditions, local land use and zoning and proximity to sensitive receptors on a case-by-case basis. Communication with the public about potential impacts and risk reduction strategies early in the development process can help to address concerns and inform appropriate siting, operational controls and monitoring”.*

After reviewing the proposed application and all submitted documentation staff is recommending approval. During the public consultation one of the most common issues hi-lighted by the public was emissions generated and possible negative effects on the neighboring areas. Based on the emissions report for the same unit, (Power Pak II Plus) and having the results analyzed by the Department of Environment and Climate Change it has concluded that unit is compliant with the ambient air quality standards for the Province of Newfoundland. The applicant as further indicated that “Best Practices”, “Industry Standards”, “Preventive Maintenance Program”, “Annual Inspections” and “Occupational Health & Safety Program” shall be followed with the operation of the Crematorium.

Therefore it is recommended that Council approve the application for the proposed use, “Crematorium” to be located at the rear of the existing building located at 167 Country Road, Corner Brook, NL.

Sincerely,

Darryl Skinner
Development Inspector III

Attachments: 1. Attachment #1 (Letter from Brothers and Associates Law Office)
 2. Attachment #2 (Zoning regulations other municipalities)
 3. Attachment #3 (Letter from Province of Newfoundland)
 4. Attachment #4 (Air Quality Impacts Study Report)
 5. RFD

Summary of NL Municipalities

Gander, NL (updated March 2021)

- Current
 - There are no specific regulations regarding crematoria, but it has always been regarded as Industrial.
 - Has one crematorium in a Commercial zone, but was originally in an Industrial zone, and is “grandfathered in”. It is not near any residential zones.
- Future
 - The city plan is currently being updated. Crematoria will only be permitted in Commercial and Industrial, and will need to be a minimum of 100m from other zone boundaries.

Stephenville, NL (updated March 2021)

- Current
 - No specific regulations, but typically allows crematoria wherever a funeral home is located.
 - Has one crematorium that was built approximately 30 years ago and was located away from residential areas, it was moved within the last 10 years and is now near residential homes. The town gets complaints from residents about the crematorium. These complaints typically do not come from the 0-100m radius, but typically outside the 100m radius.
- Future
 - The town has no plans to change these regulations at this time.

Mount Pearl, NL (updated March 2021)

- Current
 - Allows crematoria built as part of funeral homes, which are zoned Commercial.
 - There are two existing crematoria, both are near residential buildings.
 - Has a regulation regarding “Offensive and Dangerous Uses” which allows discretionary approval of any building that produces pollutants. The city typically requires that the crematorium design be suitable for the area in which it is being built.
- Future
 - The city has no plans to change these regulations at this time.

Paradise (updated 2017)

- Current
 - No Specific regulations, but crematoria are typically approved in zones ‘Commercial Main’ and ‘Commercial Town Center’. Discretionary approval is given in ‘Commercial Light Industrial’.
 - A current (2021) search did not show any crematoria in Paradise.
- Future
 - There were no plans to update these regulations as of 2017.

St. John’s (updated March 2021)

- Current
 - Crematoria are classed as “Undertaker’s Establishment” and can be built anywhere a “Undertaker’s Establishment” is allowed. Crematoria have already been permitted in ‘Institutional’ and ‘Commercial Highway’ zones.
 - There are at least 3 crematoria in St. John’s currently. Two of these are surrounded by homes.
- Future
 - The city has no plans to change these regulations at this time.



Government of Newfoundland and Labrador
 Department of Environment and Climate Change
 Pollution Prevention Division

May 17, 2021

Country Haven Funeral Home
 167 Country Road
 Corner Brook, NL A2H 4M5
 Attn: Darren Parsons

Re: Installation of a Matthews Power Pak II Plus Cremation System

Country Haven Funeral Home (CHFHH) has reached out to the Department of Environment and Climate Change (The Department) seeking advice on the installation and subsequent emissions from the above noted cremation unit to be installed at their property in Corner Brook. In support of the request, CHFHH have provided stack emission test results from a similar unit installed in Ottawa, ON and provided details on the building and location where the unit would be installed.

The Department does not directly specify air emission standards for cremation units, but does regulate them based on ambient air quality. The Department also considers emission standards in other jurisdictions when applicable.

A jurisdictional scan of Canadian provinces and major industrialized countries has revealed that there are no regulations on emission standards from crematoria. Some jurisdictions have established guidelines while others have regulated standards for hospital and medical incinerators, but in these cases, there is no uniformity in the standards across the various jurisdictions.

With respect to ambient air quality, all emission sources in this province must meet the ambient air quality standards specified in the *Air Pollution Control Regulation, 2004*. To determine if a facility meets these standards a plume dispersion model study can be conducted which considers the emission characteristics, meteorological conditions and building design. For the CHFHH proposal, the emission profile was taken from the noted similar unit in Ottawa, ON. CHFHH provided building information and worst-case meteorological data was used. The modelling results are provided in Table 1.

Table 1

Air Pollution Control Regulations, 2004						
Name of Contaminant	Unit of Concentration	Concentration Limit	Period of Time	Emission Rate (g/s)	Model Result	Percent of Limit (%)
Arsenic	Micrograms per cubic metre of air	0.3	24 hour	1.45E-05	1.53E-02	5.1%
Cadmium	Micrograms per cubic metre of air	2	24 hour	4.06E-06	4.27E-03	0.2%
Carbon monoxide	Micrograms per cubic metre of air	35000	1 hour	2.79E-03	5.87E+00	0.0%
		15000	8 hour	2.79E-03	2.94E+00	0.0%
Copper	Micrograms per cubic metre of air	50	24 hour	1.57E-05	1.65E-02	0.0%
Dioxins and Furans TEQ	Picograms (TEQ) per cubic metre of air	5	24 hour	5.05E-11	5.32E-02	1.1%
Lead	Micrograms per cubic metre of air	2	24 hour	3.43E-05	3.61E-02	1.8%
		0.7	30 day	3.43E-05	2.71E-02	3.9%
Mercury	Micrograms per cubic metre of air	2	24 hour	1.42E-07	1.49E-04	0.0%
Nickel	Micrograms per cubic metre of air	2	24 hour	5.16E-06	5.43E-03	0.3%
Particulate matter (total)	Micrograms per cubic metre of air	120	24 hour	2.82E-02	2.97E+01	24.7%
		60	1 year	2.82E-02	1.48E+01	24.7%
Vanadium	Micrograms per cubic metre of air	2	24 hour	1.84E-07	1.94E-04	0.0%
Zinc	Micrograms per cubic metre of air	120	24 hour	1.76E-03	1.85E+00	1.5%

For this analysis, it was assumed that the unit operated a maximum of 12 hours / day for comparison to the 24-hour standards, a maximum 9 hours / day for comparison to the 30-day standard and 6 hours / day for comparison to the 1-year standard. Only the pollutants that reported an emission rate in the Ontario report and have an associated ambient air standard in our province are included in Table 1.

From the results provided above, the unit in question would be compliant with the applicable ambient air quality standards in our province.

Based on the outcomes noted above, and if the unit is operated and maintained as per the owner's manual, the Department does not foresee any air quality issues with the installation of this unit.

If you require any clarification on this outcome, please contact Barrie Lawrence at blawrence@gov.nl.ca.



Barrie Lawrence
Senior Environmental Scientist

MARCH 2020

FIELD INQUIRY: CREMATORIA EMISSIONS AND AIR QUALITY IMPACTS

**Prepared by:**

Juliette O'Keeffe

National Collaborating Centre for Environmental Health

National Collaborating Centre
for Environmental HealthCentre de collaboration nationale
en santé environnementale



PRIMARY INQUIRY

A municipality received an application from a funeral home to install a cremator within their facility. Objections were received from nearby residents who were concerned about potential exposure to harmful emissions. A public health unit was contacted to help answer the following questions:

1. Do crematoria emit harmful pollutants?
2. Is there evidence of health impacts due to exposure to crematoria emissions?
3. What is standard practice for siting of crematorium in proximity to residential areas?
4. What steps can be taken to minimize crematoria emissions to reduce exposure risks?

BACKGROUND

In Canada, preference for cremation over burial has been increasing since the 1950s. The Cremation Association of North America (CANA) estimated that in 2016 approximately 70% of human remains in Canada were cremated, and this may rise to about 80% in 2020.^{1,2} The increased demand for cremation services can only be met by constructing new crematoria or expanding existing facilities. Both can be expected to lead to a rise in inquiries about potential health

risks to nearby communities. This field inquiry therefore focusses on crematoria-related air pollution and human health risks.

METHODS

A rapid literature search was undertaken for articles related to health and air quality issues and their association with combustion processes in crematoria. Articles were identified using EBSCOhost (Biomedical Reference Collection: Comprehensive, CINAHL Complete, GreenFILE, MEDLINE with Full Text, Urban Studies Abstract) and Google Scholar. Terms used in the search included variants and Boolean operator combinations of (cremat* OR "funeral home") AND (health OR illness OR irrita* OR annoy* OR emission OR "air quality"). Inclusion criteria were publication date (no date restriction), English language, and human subjects. Google was used to access relevant public agency websites and grey literature including Canadian public health documents concerning cremation facilities and examples of current practices elsewhere. Citation chaining was used to further expand the resource lists.

Disclaimer: The information provided here is for the purpose of addressing a specific inquiry related to an environmental health issue. This is not a comprehensive evidence review. The information offered here does not supersede federal, provincial, or local guidance or regulations.

1. Do crematoria emit harmful pollutants of public health concern?

Types of emissions

Cremation is a combustion process whereby a casket and human remains (or animal remains in pet crematoria) are incinerated at a high temperature in a closed chamber. Cremation in Canada is normally fuelled by gas and will produce emissions associated with fossil fuel combustion as well as emissions related to the material being combusted.^{3,4} This can include:

- **Combustion gases:** carbon monoxide (CO), nitrogen oxides (NO_x), sulphur dioxide (SO₂) and volatile organic compounds (VOC);
- **Particulate matter and fine dust:** PM₁₀ and PM_{2.5};
- **Organic pollutants:** Compounds resulting from incomplete combustion processes or formed when organic compounds react with chlorine in materials such as plastics. These pollutants can include polychlorinated dibenzo-p-dioxins (PCDDs) and dibenzofurans (PCDFs) and polycyclic aromatic hydrocarbons (PAH) amongst others;
- **Heavy metals:** Mercury (Hg) arising from volatilization of Hg in dental amalgam in fillings and a small quantity of various metals in tissues of the individual, or personal memorial items included in the casket.

The pollutants of most concern are those known to be toxic to humans and which can bioaccumulate in tissues (e.g., PCDD/Fs and Hg) as well as fine particulate matter (PM_{2.5}), which can negatively impact the heart and lungs and is associated with some chronic illnesses and adverse birth outcomes.^{2,3,5-7} Evidence on the release of radioactive particles, following cremation of deceased patients who had been treated with radioactive substances (e.g., cancer treatments) has not been widely studied but has been raised as an emerging area of public interest and concern.⁸⁻¹⁰

Level of emissions

Crematoria are usually considered small-scale installations with relatively low total emissions compared to other types of incineration facilities such as municipal waste incinerators or industrial processes. Crematoria contribute approximately 5% of total PCDD/Fs, 6% of total Hg emissions and 0.25% of PM_{2.5} emissions in Canada.^{3,11} These estimates are based on the number of cremations reported per year and pollutant-specific emissions factors for crematoria.^{12,13} Most large-scale facilities generating high levels of emissions will report to the National Pollutant Release Inventory (NPRI) for Canada. For the most recent year of reporting (2017), no human crematoria and only one pet crematorium reported to the NPRI. This particular facility processes a very large throughput of animal remains that is atypical of the volume processed at most human or pet crematoria.

The relative contribution of an individual crematorium to local air pollution will depend on the other potential sources of pollutants in the vicinity, the number of cremations and composition of the remains, the design of the system, the operation of the cremator, and emissions control measures, as described in Table 1.¹⁴ Table 2 summarizes the literature reporting measured ambient concentration (MA), predicted exposure (PE), or measured flue gas (MF) concentration of PCDD/Fs, Hg or PM_{2.5}. Most studies report measured concentrations of pollutants in flue gas only. Few studies of crematoria emissions have measured ambient concentrations of air pollutants or modelled the predicted exposures.

TABLE 1. FACTORS AFFECTING THE LEVEL OF POSSIBLE EMISSIONS FROM CREMATORIA

The composition of the casket and remains	<ul style="list-style-type: none"> • The size of the corpse can affect the initial combustion temperature, the duration over which emissions are released (1.5 to 5 hours), and the total quantity of emissions.¹³ • Hg emissions are affected by the presence of dental amalgam fillings containing Hg.² Up to 0.5 g of Hg is present per filling, some of which may be volatilized and emitted into the atmosphere.^{3,15} • Plastics or polystyrene parts in the funeral casket or personal/memorial items included in the casket can increase the potential for fine particulates and organic pollutants (e.g., PAHs and PCDD/Fs) to form within the combustion chamber.³ • Burial caskets coated in insecticides or preservatives can be a source of PCDD/Fs. Caskets made from untreated wood, cardboard, and similar materials release fewer harmful substances.^{16,17} • The presence of radioactive substances within the remains, either from devices or as a result of radiotherapy, could result in low levels of radiation or radioactive particles to be present in the combustion chamber.^{8,18}
The design of the system	<ul style="list-style-type: none"> • The presence of two combustion chambers in a cremator allows for high-temperature treatment of gases and particulates, which reduces released odours, fine dust, and products of incomplete combustion (PICs) such as PCDD/Fs. • Chimney height can affect the distribution and dilution of emissions into the atmosphere and dispersion at ground level.^{4,19} • Older equipment is less likely to be fitted with modern process controls and monitors and may be more prone to failure.^{20,21}
Operational parameters of the cremator	<ul style="list-style-type: none"> • Low start-up temperatures can cause incomplete combustion in the initial stages of cremation, resulting in release of particulates or PICs such as PCDD/Fs.²⁰ • High temperature (e.g., >850°C) and residence time (2 s) for gases in the second chamber can reduce the quantity of PICs released, as can ensuring sufficient O₂ for combustion (e.g., 6%).^{3,20} • Modern equipment with process controls and continuous monitoring of pollutants can alert operators of operational problems. High carbon monoxide (CO) levels can indicate inefficient combustion and potential formation of PICs. • Absence of monitoring can lead to failure to detect operator error or equipment failure, resulting in possible unintentional release of pollutants.
Emissions control measures	<ul style="list-style-type: none"> • Flue gas treatment, acid neutralization, activated carbon adsorption, dust collection, and good operation and maintenance practices can reduce emissions of key pollutants.^{4,14} • Measures that control the release of dust can reduce emissions of fine particulates and PCDD/Fs.^{16,19,20,22} • Hg-abatement equipment, such as activated carbon filters, scrubbers, and technologies that bind or precipitate Hg, are effective at reducing Hg emissions.^{23,24} • Removal of Hg at source by the removal of dental amalgams prior to cremation can be both cost and environmentally effective; however, it is less socially acceptable, and difficult to impose.²⁵

TABLE 2. EMISSIONS LEVELS FROM CREMATORIA POLLUTANT STUDIES

Study Location	Study Type	PCDD/Fs (ng TEQ/m ³)	Hg (µg/m ³)	PM _{2.5} (mg/m ³)
Taiwan ²⁶	MA	0.0005 (downwind of crematoria with no dust control)	n/a	n/a
New Zealand ²⁷	MA	n/a	110-120 µg/kg (downwind mean soil concentration)	n/a
Virginia, USA ²⁸	PE	0.0000008 (max exposure) 0.0000005 (nearest school)	0.003 (max exposure) 0.002 (nearest school)	n/a
Taiwan ²⁶	MF	0.32 (bag filter) 2.36 (no dust control)	n/a	n/a
Taiwan ²⁹	MF	0.14 (single crematorium)	n/a	n/a
Mexico ¹⁴	MF	n/a	n/a	11-35 (120 min cremation) 25-205 (70 min cremation) No dust control at either crematoria
Denmark ³⁰	MF	0.2–0.7 (2 crematoria)	n/a	n/a
Italy ³¹	MF	1.13, 1.10 (1 crematoria, 2 cremations)	2.8, 293, 76 (1 crematoria, 3 cremations)	2.2, 1.1, 1.9 (1 crematoria, 3 cremations)*
Japan ²²	MF	0.00005-11 (various levels of emissions control)	n/a	n/a
Japan ³²	MF	n/a	0.2-30.3 (average 3.6) (7 crematoria)	n/a
Example ambient air quality standards		< 0.1 (UNEP ³³)	2 (24-hour average) (Ontario AAQC ³⁴)	0.027 (24-hour average) (CAAQ ³⁵)
Reference exposure limits for acute (A), 8-hour (8) and chronic (C) exposure by inhalation³⁶		0.04 (C)	0.6 (A) 0.06 (8) 0.03 (C) (Hg, and inorganic Hg compounds)	

MA: measured ambient concentration; PE: predicted exposure concentration; MF: measured flue gas concentration;
ng = nanograms; µg = micrograms; TEQ = toxic equivalency; n/a = not assessed

*total particulate matter



There is substantial variation in MF concentrations among the studies, illustrating how design, operation, and emissions control measures can significantly impact the levels of emissions released. Only one study measuring downwind ambient air concentrations of PCDD/Fs was identified but no studies measuring Hg or PM_{2.5}. One study reported downwind soil concentrations of Hg, which was detected up to 30 m away from crematoria sites. Other studies in Sweden³⁷ and Norway³⁸ have detected Hg in soils downwind of anthropogenic sources including crematoria, although the relative contribution and correlation with ambient air concentrations have not been reported.

Determining relative contribution of crematoria emissions to local air quality can be difficult. Some countries have set specific national pollution control regulations for emissions of Hg and other air pollutants from crematoria, but Canada has no such regulatory limits at a federal level.^{23,39} Canadian Ambient Air Quality Standards (CAAQS)³⁵ exist for PM_{2.5} but not for PCDD/Fs or Hg. Some provinces may use Ambient Air Quality Criteria (e.g., Ontario³⁴) or similar standards for these substances; however, attributing ambient exceedances to a single source can be difficult. Computational air dispersion modelling using local air conditions, geography, and emission factors can be used to predict exposure levels from a point source of pollution. This approach was used to estimate exposures concentrations from a crematoria in Virginia, USA, (Table 2) and found that PE was well below reference exposure limits for PCDD/Fs and Hg.^{12,28} Reports to local authorities for proposed crematoria also use this approach but may estimate emissions using manufacturers' reported emissions factors. Most reports found on public body websites using this approach identified minimal or no impact on sensitive receptors, but potentially harmful pollutants such as PCDD/Fs, Hg or PM_{2.5} were not always reported.^{28,40,41}

There are few studies that have assessed the release of radioactive particles from crematoria. In West Australia, an atmospheric dispersion study modelled Iodine-131 (I¹³¹) emissions following the cremation of a deceased cancer patient who had received a high dose of I¹³¹ shortly before death. The study estimated that environmental limits for atmospheric emissions of I¹³¹ could have been exceeded at distances of 440 m and 1610 m downwind of the chimney, but ambient I¹³¹ levels were not measured.¹⁰ Events such as this are unlikely to represent routine conditions, and following the Canadian Nuclear Safety Commission's [Radiation Protection Guidelines for the Safe Handling of Decedents](#), should minimize radiation exposure for crematoria and other death care operators, as well as the release of radioactive particles into the environment.¹⁸

2. Is there evidence of health impacts due to exposure to crematoria emissions?

As mentioned in Section 1, the pollutants of most concern from crematoria emissions are PCDD/Fs, Hg and fine particulate matter (PM_{2.5}).^{2,3,5-7} PCDD/Fs and Hg are known to be toxic to humans and can bioaccumulate in tissues. PCDD/Fs are classified as possible human carcinogens and Hg is a neurotoxin. Exposure to PM_{2.5}, which can reach deep into the lungs, can increase the risks of heart disease, lung cancer, asthma, and adverse birth outcomes, and exacerbate other conditions such as diabetes. For these key pollutants, agencies such as the World Health Organization (WHO) and the United States Environmental Protection Agency (USEPA) advise that care should be taken to limit exposure, particularly for vulnerable populations such as babies, children, pregnant women, and the elderly.

The level of exposure to these pollutants caused by crematoria has not been widely studied. A review of the literature found only one study that investigated

health outcomes amongst residents living in proximity to crematoria. The study assessed the risk of stillbirth, neonatal death, and lethal congenital anomalies among babies of mothers living close to incinerators or crematoria in Cumbria, England, between 1956 and 1993.⁴² An increased risk of stillbirth and anencephalus was found to be associated with residential proximity to crematoria; however, a causal effect could not be inferred. In this study, the distance between a residential postcode and a crematorium was used as a surrogate for exposure. Some of the crematoria were located near industrial sites where other pollution sources may have been present, but neither emissions levels from crematoria nor ambient concentrations of pollutants at receptor properties were measured.

The health impacts of living in proximity to waste incineration facilities have been more widely studied than crematoria. Waste incinerators tend to be much larger-scale installations, and also have more varied inputs than crematoria, but these facilities also produce combustion emissions including trace metals, particulates, and organic compounds such as PCDD/Fs. A review of the literature from 2012 on the health impacts of thermal treatment of municipal solid waste (MSW) around the world found that living in close proximity to older MSW incinerators with high

dioxin emissions (e.g., 16-80 ng/m³ TEQ) was associated with adverse health outcomes including congenital anomalies and non-Hodgkin's lymphoma.⁴³ These levels exceed all those recorded for crematoria (Table 2) as well as permitted dioxin emissions levels in Canada and Europe (0.05-0.50 ng/m³ TEQ). These incinerators also represent much larger point sources of pollutants compared to crematoria, processing in excess of 100 times the quantity of material per day.

Other studies assessing health effects of crematoria emissions have considered occupational exposures to Hg, dust or radiation.^{9,44,45} The occupational exposure studies identified do not link exposures to any adverse health outcomes. Exposure to Hg has been found to be higher amongst crematoria staff than in a control population, and exposure to fine particulates may occur, particularly where there are no operational and engineering controls to reduce exposure to dust.^{44,45} A recent occupational exposure study following the cremation of a deceased patient treated with a radiopharmaceutical Lutetium-177 (Lu¹⁷⁷) found no trace of the radioactive substance in the urine of the crematorium operator but detected radiation within the crematorium and presence of another isotope in the employee's urine, suggesting possible exposure on a previous occasion.⁹



3. What is standard practice for siting of crematorium in proximity to residential areas?

Table 1 identifies the many factors affecting emissions from crematoria. Ground level concentrations can also be affected by local prevailing wind direction and topography. In North America, there are no standard requirements for crematoria setback distances and no minimum separation distances are set at a federal level in either the US or Canada. Crematoria are regulated at the provincial/territorial level and regional or municipal authorities determine whether minimum setbacks are required based on relevant planning and environmental considerations. The literature search for public agency resources and grey literature identified many different practices, with some selected examples from around the world listed in Table 3.

TABLE 3. SELECTED EXAMPLE SETBACK DISTANCES FOR CREMATORIA FROM AROUND THE WORLD

England and Wales (UK Cremation Act)⁴⁶	200 yards (183 m) between a crematorium and any dwelling house and 50 yards from a public highway to protect residents from nuisance smoke and fumes and provide privacy to funeral proceedings
West Australia⁴⁷	200-300 m between crematoria and sensitive land uses
South Australia and the Australian Capital Territory^{48,49}	150 m minimum separation distance
South Africa, Department of Health⁵⁰	500 m from any habitable building
US (Sacramento County, California)⁵¹	500 feet (152 m) from any agricultural-residential, residential, or interim residential zoning district

In Canada, there is a range of local zoning practices establishing permitted and prohibited locations for crematoria as well as other restrictions or specifications for setback distances. For example, in Ontario, the minimum separation distances (MSD) and the potential area of influence (AOI) for crematoria depend on whether the local permitting authority classify a crematorium as a Class 1 (e.g., MSD of 20 m, and AOI of 70 m) or Class 2 facility (e.g., MSD of 70 m, and AOI of 300 m).^{40,52} Elsewhere, crematoria may be permitted in conjunction with a cemetery or in specified zones (Industrial) with minimum separation distances between crematoria and sensitive receptors such as schools, daycares, libraries, or care facilities (e.g., 30-60 m).^{53,54} Setback distances are not specified in all jurisdictions, and in these places, the siting of crematoria may be at the discretion of local authorities.

4. What steps can be taken to minimize crematoria emissions to reduce exposure risks?

While there are limited studies on the health effects due to crematoria emissions specifically, the wider body of literature on the negative health effects due to exposure to substances such as PCDD/Fs, Hg and PM_{2.5} indicate that best practice measures should be adopted to minimize the risk of exposure to these pollutants. In addition to local planning and zoning bylaws, regulation of crematoria varies by province, with oversight government authority ranging from consumer protection to environment or public health ministries. Typically, ambient air quality monitoring around crematoria is unlikely to be required due to the small size of

the installations and the need to comply with other specific regional requirements for crematoria.

In BC, the provincial regulator of crematoria is Consumer Protection BC, under The Cremation, Internment and Funeral Services Regulations. The Regulations require an initial engineering report to support operation of a crematorium, certifying that the crematorium complies with manufacturer's specifications, local bylaws, and provincial laws (see [Crematory Technical Checklist](#)). The Regulations also prohibit the use of plastics, fiberglass, foam, Styrofoam, rubber, PVC and Zn in funeral containers to reduce harmful emissions.⁵⁵ In Ontario, Environmental Compliance Approval through the Ministry of Environment, Conservation and Parks is required prior to replacement or construction of human and pet crematoria to address concentrations of air pollutants on and beyond a cemetery property under normal operations. Conditions of operation and limits for emissions and potential nuisance from odour or noise may be placed on the crematoria to minimize local impacts. This can include continuous monitoring for parameters such as CO, as an indicator of combustion efficiency, which can affect the emissions of organic pollutants. In the Northwest Territories, under proposed elements for the Cremation Regulations, the Chief Public Health Officer will consider applications for crematoria and determine if proposed processes are safe. Applicants will be required to provide equipment specifications, design features, operational methods, control measures for reducing exposure to harmful microorganism and chemical hazards, and additional treatment processes.⁵⁶ In Quebec,

the *Environmental Quality Act* Clean Air Regulation sets specific requirements for crematoria including device design and operational parameters. Monitoring measures are also specified, with a requirement to test emissions of gases into the atmosphere and calculate particulate concentration within a year of installation, and at least once every five years thereafter.⁵⁷



BEST PRACTICE GUIDELINES

The Secretariat of the Stockholm Convention on Persistent Organic Pollutants has published best [practice guidelines for crematoria](#).³³ These align with other recommendations cited throughout the literature.¹⁹ The key recommendations include:

- Minimum furnace temperature (850 °C), residence time in the second chamber (2 seconds for combustion gases) and enough air (e.g., 6% O₂ by volume) to ensure combustion in the second chamber and avoid generating products of incomplete combustion;
- Suitable air pollution control equipment, which could include temperature controls, dust control, carbon injection, fabric filtration, air tightness of combustion chambers and casings;
- Monitoring of gas temperature and flue gas O₂ and CO concentrations, application of relevant emission limit values and additional monitoring, including ambient monitoring of soil and air in the proximity of crematoria;
- Avoidance of use of PVC, metals and chlorinated compounds in coffins and fittings;
- Operational controls, inspection and preventive maintenance.

Additional legislative measures can be effective in reducing emissions. For example, In Europe, Hg emissions from crematoria were reduced following the implementation of Hg abatement requirements.²³ Other good practice measures to protect crematoria workers, such as removal of radioactive implants before cremation, informing crematoria workers of recent radiotherapy treatments for deceased patients, and safe handling practices for ashes, can also reduce possible environmental releases of pollutants.^{3,18,44} The removal of dental amalgams prior to cremation has been proposed as a measure to significantly reduce emissions of Hg but may be difficult to impose.

A summary of the influence of various control measures on the key pollutants of interest is presented in Table 4.

TABLE 4. EFFECTIVENESS OF VARIOUS CONTROL MEASURES ON REDUCING POLLUTANT RELEASE FROM CREMATORIA

	PCDD/ Fs	Hg	PM _{2.5}	Radioactivity
Source control				
Removal of plastics, etc.	✓		✓	
Non-toxic and eco-friendly coatings or materials in caskets	✓			
Removal of Hg fillings		✓		
Removal of medical devices containing radioactive substances				✓
Operational controls				
Minimum 850°C (2 nd chamber)	✓		✓	
Minimum residence time of 2 s (2 nd chamber)	✓		✓	
Adequate O ₂ in combustion chamber	✓		✓	
Monitoring CO releases	✓		✓	
Air tightness of combustion chambers and casings	✓	✓	✓	✓
Maintenance and inspection	✓	✓	✓	✓
Operator training	✓	✓	✓	✓
Emissions controls				
Dust control (filters and scrubbers)	✓		✓	
Activated carbon treatment	✓	✓		
Hg removal technology (binding, precipitation etc.)		✓		
Adequate chimney height	General dispersion and dilution of pollutants higher into atmosphere			

✓ indicates the measure can help reduce emissions

SUMMARY

Combustion processes can generate potentially harmful pollutants such as organic compounds (PCDD/Fs), Hg, and fine particulates (PM_{2.5}). While these substances have been associated with a range of adverse health effects, no studies have been found that show causal links between crematoria emissions and adverse health effects. The absence of emissions data for crematoria and ambient air quality monitoring in the vicinity of installations limits the ability to fully assess exposures and health impacts. A precautionary approach could be adopted that includes following best practice recommendations for design, operation, monitoring and maintenance of crematoria.

There is no standard practice across Canada for emissions controls, monitoring or crematoria setback distances, but there are specific requirements set at regional and local levels. Appropriate setback requirements and other controls should consider equipment type, size, number of proposed cremations, local climate conditions, local land use and zoning and proximity to sensitive receptors on a case-by-case basis. Communication with the public about potential impacts and risk reduction strategies early in the development process can help to address concerns and inform appropriate siting, operational controls and monitoring.

ACKNOWLEDGEMENT

The author would like to acknowledge colleagues at NCCEH (Shirra Freeman and Lydia Ma) for review of this document and their valuable feedback and assistance with referencing (Michele Wiens).

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ISBN: 978-1-988234-34-2

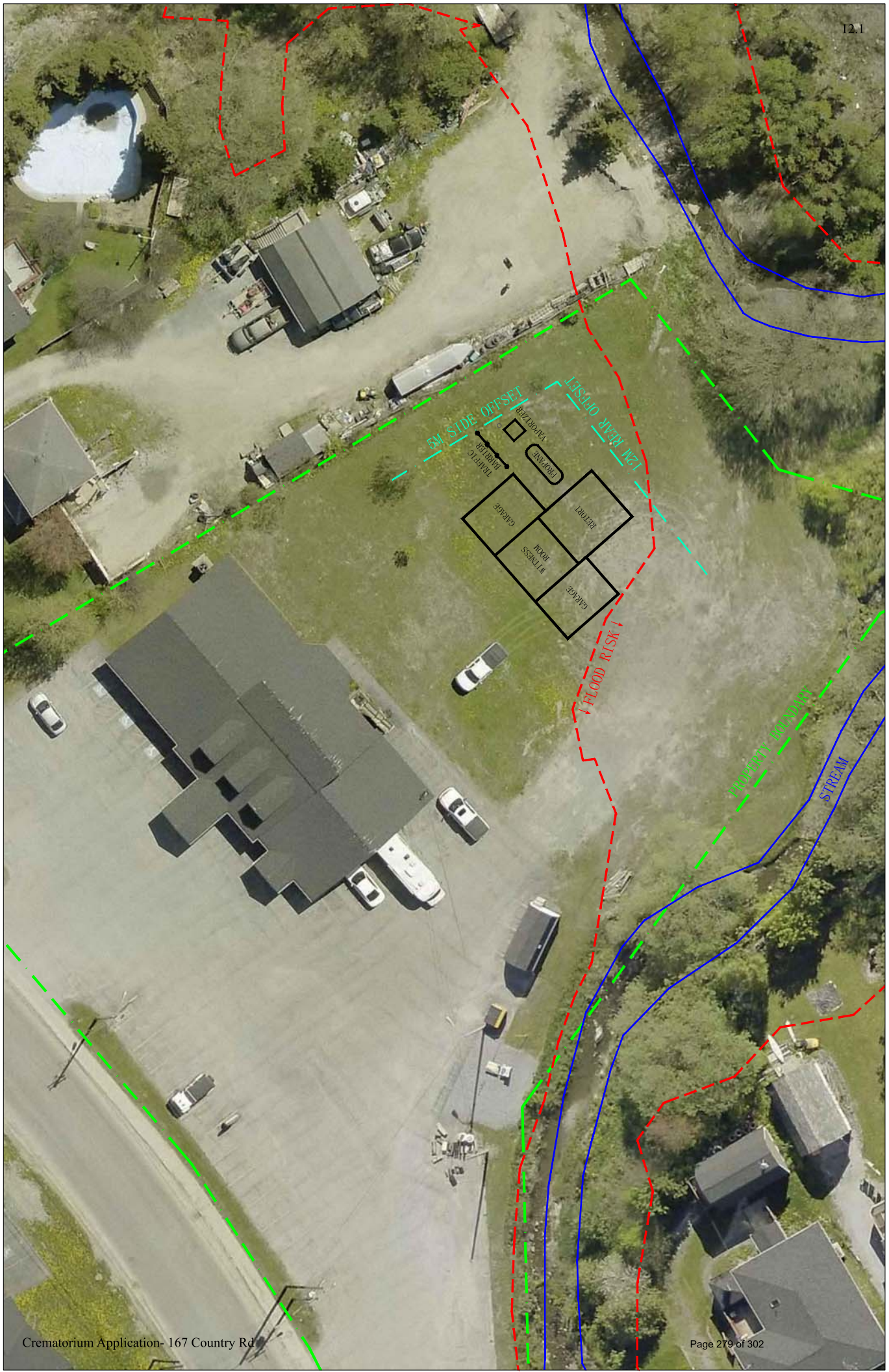
This document can be cited as: O'Keeffe, J. Field Inquiry: Crematoria emissions and air quality impacts. Vancouver, BC: National Collaborating Centre for Environmental Health. 2020 March.

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REQUEST FOR DECISION

SUBJECT: RESCIND ORDER 2021-01 (5 Burnt Hill Road)

DESCRIPTION: Order 2021-01

Since the previous meeting of Council the following Order has been rescinded by the Department of Community Development & Planning and therefore must be revoked by Council pursuant to Section 102(3) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address	Violation/Section	Order Revoked	Rationale
2021-01	April 29, 2021	5 Burnt Hill Road	Part 1, Section 8 of the City of Corner Brook Development Regulations & Section 4(2) of the Occupancy and Maintenance Regulations	Stop Work Order	Owner has complied with conditions of the Stop Work Order and obtained the required building permit

Section 102(3) of the Urban and Rural Planning Act 2000, requires that all orders issued by the Authority be revoked by a majority of Council at the next meeting of the Council after the order is made.

PROPOSED MOTION:

In accordance with Section 102(3) of the Urban and Rural Planning Act the following order is hereby revoked by Council:

IMPLICATIONS OF RECOMMENDATION:

Staff Recommendation:

Staff is recommending that this order be revoked by council.

Legislative Authority:

Urban and Rural Planning Act (2000): Section 102

STANDING COMMITTEE COMMENTS:

Implication:

BACKGROUND:

Report/Document: Order Number 2021-01

Submitted by: _____

Date: _____

City Manager: _____

Date: _____



2021-01

STOP WORK ORDER

To:

5 Burnt Hill Road
Corner Brook, NL
A2H 7N4



WHEREAS you are identified as the owners of the property located at 5 Burnt Hill Road, Corner Brook, NL (the "Property");

AND WHEREAS the City of Corner Brook has concluded that you are carrying out development by constructing an extension to your dwelling on the Property;

AND WHEREAS no permit has been issued for the extension of the extension on the Property, as required by Part 1, Section 8 of the City of Corner Brook Development Regulations and section 4(2) of the Occupancy and Maintenance Regulations, NL 1021/96;

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to stop all work immediately on the extension currently under construction and submit the required documentation regarding this work on your Property in order to obtain a building permit.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

Under Section 102 (5) of the Urban and Rural Planning Act, 2000 where a person to whom an order is directed under this section does not comply with the order or part of it, the council, regional authority, authorized administrator or minister may take the action that it considers necessary to carry out the order and any costs, expenses or charges incurred by the council, regional authority, authorized administrator or minister in carrying out the order are recoverable against the person against whom the order was made as a debt owed to the council, regional authority, authorized administrator or the Crown.

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board
4th Floor (West Block)
Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 29th day of April, 2021 A.D.

City Clerk
City of Corner Brook

Notice of Amendment

City of Corner Brook Third Party and Digital Signage Regulations 2021

Staff will be repealing the Third Party and Digital Sign Regulation, 2017 and replacing them with Third Party and Digital Sign Regulation, 2021. Specifically staff will be amending Section 3.5(4) Setback and Separation Distances for Third Party Digital Signs as follows:

Existing Section 3.5(4):

3.5(4) Setback and Separation Distances for Third Party Digital Signs

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between digital ground or pylon signs, not located on the same lot, shall be a minimum of 100 metres; and
- d) the distance between digital pylon or ground signs, located on the same lot, shall be a minimum of 30 metres.

New Section 3.5(4)

3.5(4) Setback and Separation Distances for Third Party Digital Signs

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between all third party signs, not located on the same lot, shall be a minimum of 100 metres. This measurement shall be taken along the roadway sightline as traffic flows; and**
- d) the distance between all third party signs, located on the same lot, shall be a minimum of 30 metres. This measurement shall be taken along the roadway sightline as traffic flows.**

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Pursuant to the powers vested in it by virtue of Section 249, 250, 251, 252, 438 and 439 of the City of Corner Brook Act, R.S.N.I.L. 1990 c. C-15 and all other enabling powers, the Council of the City of Corner Brook hereby repeals the City of Corner Brook Third Party and Digital Signage Regulations, 2017 and replaces it with: the City of Corner Brook Third Party and Digital Signage Regulations, 2021

Director: Darren Charters
City Manager: Rodney Cumby
Date: May 26th, 2021

**THE CITY OF CORNER BROOK
THIRD PARTY and DIGITAL SIGNAGE
REGULATIONS, 2021**

Pursuant to the powers vested in it under Sections 249, 250, 251, 252, 438 and 439 of the *City of Corner Brook Act R.S.N.L. 1990 c. C-15*, as amended, and all other powers it enabling, the Corner Brook City Council, in a session convened on the ___ day of _____, 2021, hereby passes and enacts the following regulations relating to placement, erection, maintenance, and permitting of thirds party and digital signage in the City of Corner Brook:

1. These Regulations may be cited as the City of Corner Brook Third Party and Digital Signage Regulations.

2. DEFINITIONS:

For the purpose of these regulations:

- a) **ADVERTISEMENT**- means any word, letter, model, sign, placard, notice, device or representation, whether illuminated or not, whether two dimensional or three dimensional, in the nature of and wholly or in part for the purposes of advertisement, announcement or direction and including any boarding or similar structure used or adapted for use for the display of advertisements but excluding functional advertisement of Council or the department or division of the Province of Newfoundland and Labrador responsible for Transportation and Works;
- b) **AUTHORITY**- means the Council of the City of Corner Brook or those employees so designated in writing by Council.
- c) **CITY** - means the City of Corner Brook as continued under the *City of Corner Brook Act RSNL 1990 Ch.C-15* ;
- d) **COUNCIL** - means the Corner Brook City Council as continued under the *City of Corner Brook Act RSNL 1990 Ch.C-15*;
- e) **CURB** - means the line of the established curb in front of a building measured to the street side of the curb;
- f) **DIGITAL SIGN** - means any sign that is remotely changed on or off site and incorporates a technology or method allowing sign copy to be changed without having to physically or mechanically replace the sign face or its components. Such signage may include but is not limited to the following:
 - LED, LCD, Plasma screens and projectors which may depict and/or project text, pictures and/or videos
 - Digital readerboards which depict moving or static text only;
- g) **DEVELOPMENT INSPECTOR** - means the person from time to time so appointed and employed by the City;
- h) **DEVELOPMENT REGULATIONS** - means the Development Regulations for the City of Corner Brook in effect and enacted under the *Urban and Rural Planning Act, 2000 SNL 2000 Ch. U-8* or any similar or successor legislation;

- i) GROUND SIGN/PYLON SIGN- means a sign affixed to, supported by or placed upon the ground, whether the ground is paved or unpaved, and which is supported by one or more uprights or braces (pylons) in or upon such ground and not attached to any building, which may be a static sign or a digital sign;
- i) LANE - means a passage or way open to vehicular traffic as a secondary means of access to abutting lots and not intended for general traffic circulation;
- j) LIGHTED AREA- means the portion of a sign that is illuminated;
- k) MUNICIPAL PLAN - means the Municipal Plan for the City of Corner Brook in effect and enacted under the *Urban and Rural Planning Act, 2000 SNL 2000 Ch. U-8* or any similar or successor legislation;
- l) OPERATOR - means a person who, alone or with others, operates, manages, supervises, runs or directs the erection and/or operation of a Sign, Third Party Sign, Digital Sign, Advertisement, or Ground/Pylon Sign;
- m) OWNER - means a person who, alone or with others, owns or controls a Sign, Third Party Sign, Digital Sign, Advertisement, or Ground/Pylon Sign or is the owner of, tenant or licensee of the property on which the Sign, Third Party Sign, Digital Sign, Advertisement or Ground/Pylon Sign is situate;
- n) PERSON - includes a natural individual, and their heirs, executors, administrators or other legal representatives, a corporation, partnership or other form of business Association, or a receiver or mortgagee in possession, or any association or group of persons acting in concert unless the context explicitly or by necessary implication otherwise requires;
- o) RIGHT-OF-WAY- means all that property designated as a public thoroughfare and includes such horizontal distance measured between the edges of a street, road or highway street line reservation as defined by the City and where public or other service utilities are located, including sidewalks, street lighting and water and sewer service infrastructure;
- p) SIGN - means a word, letter, model, placard, board, device or representation, whether illuminated or not, in the nature of or employed wholly or in part for the purpose of advertisement, announcement or direction and excludes functional advertisements of the City or Province of Newfoundland and Labrador;
- q) SIGN AREA- means the total surface area of that portion of a sign, which is used or capable of being used to provide information or advertising and which can be viewed from any one perspective. In the case of a sign composed of individual letters, numerals, or symbols, the sign area shall be the area that is enclosed by one continuous line connecting the extreme points or edges of the sign and encompasses all logos and lettering;

- r) SIGN COPY - means any colour, graphic logo, word, numeral, text, image, message, picture or combination thereof displayed on a sign face.
- s) SIGN DISPLAY AREA- means any colour, graphic logo, symbol, word, numeral, text, image, message, picture or combination thereof displayed;
- t) THIRD PARTY SIGN - means any outdoor sign that advertises goods and services that are not available upon the same property or premises where the sign is located and includes advertisements relating to off-site uses as set out in the Development Regulations; and
- u) ZONE -means an area of land including buildings and water designated on the zoning maps set out in the Municipal Plan to which uses, standards and conditions of a particular use zone table apply.

3. REGULATIONS FOR THIRD PARTY SIGNS

3.1 Signage Conditions

- (1) Third Party Signs may be in the form of a traditional static sign or a digital sign.
- (2) All digital signs shall be equipped with an automatic light sensor to adjust the brightness level of the sign copy area.
- (3) Third party signage shall be a maximum of 10 sq-m.

3.2 General Prohibitions

Permit Requirement

- (1) No person shall be an Owner of a Digital Sign or Third Party Sign, within the geographic limits of the City of Corner Brook without making application for, obtaining and maintaining, pursuant to the terms of these Regulations, a permit for same and complying with all terms and conditions thereof.
- (2) No person shall be an Operator of a Digital Sign or Third Party Sign within the geographic limits of the City of Corner Brook without making application for, obtaining and maintaining, pursuant to the terms of these Regulations, a permit for same and complying with all terms and conditions thereof.
- (3) No Owner or Operator shall own, operate or permit to be placed or operated, a Digital Sign or Third Party Sign contrary to these Regulations or contrary to any conditions of a permit issued under these Regulations.

- (4) The permits required by these Regulations may be revoked at the discretion of Council.
- (5) No permit may be transferred or assigned without written permission of the City.
- (6) Every permit shall have endorsed thereon the location, size and type of sign with respect to which it is issued.
- (7) The permit must be issued on a form bearing the identification of the City and all permits issued pursuant to these Regulations are and shall remain the property of the City. No person shall enjoy a vested right in the continuance of a permit and the value of a permit shall be the property of the City irrespective of the issuance, renewal or revocation of the permit.
- (8) A person must not reproduce, alter or deface a permit.
- (9) The issuing of a permit to a Person, Owner or Operator does not relieve that Person, Owner, or Operator of the responsibility of conforming to any other law.
- (10) Every applicant shall complete a Third Party and Digital Signage Application form as applicable, and shall provide all information requested thereon, and shall furnish to the City such information as requested.
- (11) At the time of submission of the application, every applicant shall pay to the City, a permit fee in the amount approved by Council in its annual budget for development application fees, and any other fees, including costs of any public notices, required by these or any other Regulations. No portion of such fee is refundable in the event that an application is not accepted for permitting or renewal.
- (12) Receipt of the application and the license fee by the City shall not constitute approval of the application for the issuance of a license nor shall it obligate the City to issue such license.

3.3 ThirdPartySignage

- 1) No Third Party Sign shall:
 - a) depict or display sign copy that could be misinterpreted as an emergency vehicle or traffic control device;
 - b) block or reduce the visibility of any part of the road for any road users including vehicles, cyclists or pedestrians, traffic signals, traffic signs or other traffic control devices;
 - c) contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield' 'Detour', or similar language typical for traffic control or warning signage unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product; or
 - d) be located or encroach upon a Right-of-Way.
 - e) be in a zone where advertisements are not permissible;

3.4 Digital Signage

No Digital Sign shall:

- a) if illuminated, be so designed and provided that:
 - i) it does not conflict with or reduce the effectiveness of any traffic signal on any street;
 - ii) it does not interfere with any traffic that might reasonably be expected to be on any street; and
 - iii) it does not create any undue glare to any residentially occupied property
- b) flash, scroll or fade, during the transition of sign copy including any lighting or backlighting effects;
- c) emit sound or be interactive in any way;
- d) be projected onto a building structure or any surface;
- e) have a message duration of less than 6 seconds;
- f) be displayed continuously in a static manner and without change;
- g) have a message transition of no longer than 0.25 seconds in duration;
- h) consist of partial, incremental or sequential changes of the sign copy area;
- i) display any visible effects including but not limited to motion, fading, dissolving, flashing, intermittent or blinking light, scrolling or the illusion of such effects;
- j) be erected unless it is equipped with an automatic light sensor to adjust the brightness level of the sign copy area. The sensor must be set so that brightness levels do not exceed 3.23 lux (0.3 foot candles) above ambient light conditions as measured using a Lux meter at a preset distance depending on sign area. The measurement distance shall be calculated with the following formula: The square root of the sign area x 100. [Example using a 5m² sign: $\sqrt{5 \times 100} = 22.3\text{m}$];
- k) contain the words or phrases 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', 'Detour', or similar language typical for traffic control or warning signage unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product; or
- l) display the colours red, yellow or green in any sequence or shape so as to resemble in any way a traffic signal light.

3.5 Location - Zoning

3.5(1) Third Party Signs, including Digital Signs, are not permitted in the zones identified below:

- Residential Special Density
- Residential Low Density
- Residential Medium Density
- Residential High Density
- Mobile/Mini Home Residential
- Mosaic Residential
- Comprehensive Residential Development Area
- Townsite Residential

- Environmental Protection
- Environmental Conservation
- Protected Water Supply Area
- Special Management Area

3.5(2) Signage Prohibitions

Third Party GROUND/PYLON signs are not permitted in the Residential Commercial Mix or Community Service zones.

3.5(3) Size

In instances where the maximum area of proposed advertisement exceeds the maximum area as set out in the Use Zones of the Development Regulations and Municipal Plan it shall be advertised through a public notice. Signage in these instances shall not exceed 10 sq-m.

3.5(4) Setback and Separation Distances for Third Party Digital Signs

All Third Party and Digital Signs must meet the following setback and separation distances:

- a) 50m from an intersection with traffic signals;
- b) a Line of sight check must be approved by the City of Corner Brook;
- c) the distance between all third party signs, not located on the same lot, shall be a minimum of 100 metres. This measurement shall be taken along the roadway sightline as traffic flows; and
- d) *the distance between all third party signs, located on the same lot, shall be a minimum of 30 metres.* This measurement shall be taken along the roadway sightline as traffic flows.

3.5(5) Digital Signage Malfunction

All Digital Signs shall be designed to cease operation in the event of a malfunction.

3.5(6) School Zones

Digital Signs are not permitted in school zones or any other areas where the speed limit is thirty (30) kilometers per hour or slower.

3.5(7) Discretionary Powers

In considering an application for a permit under these Regulations the Authority shall take into account the policies expressed in the Municipal Plan and any further scheme, plan or regulations pursuant thereto, and shall assess the general appearance of the sign, its effect on the overall development of the area, the amenity of the surroundings, public safety and convenience, including but not limited to traffic hazards, pedestrian safety, structural condition, and any other considerations which are, in its opinion, material, and notwithstanding the conformity of the application with the requirements of these Regulations, the Authority may, in its discretion, and as a result of its consideration of the matters set out in this Regulation, conditionally approve or refuse the application.

3.6 Advertisements on Vacant Property

Only Ground Signs/Pylon Signs may be erected on vacant property, in zones where they may be permitted, subject to the following conditions:

- (a) It must be a Digital Sign;
- (b) the maximum size of a Ground or Pylon sign on vacant land shall be 10.0 square metres;
- (c) only one Ground or Pylon Sign may be permitted on any single vacant parcel of land;
- (d) separation distances between this and another Ground or Pylon sign on another lot, vacant or containing a building(s) shall meet the separation distances set out in these Regulations;
- (e) the Ground/Pylon Sign shall meet all other specifications set out in these Regulations, including but not limited to requirements for setbacks from property boundaries, residential zones and intersections; and
- (f) a Ground or Pylon sign shall be erected on a vacant parcel of land in a manner that will not interfere with the required development standards of a building that may subsequently be developed on the property.

4. Existing Signs

Notwithstanding these Regulations, any third party or digital sign that has been previously approved by the Authority may continue, provided that there is no change to the size, function or location of the sign unless otherwise approved by the Authority, in accordance with these Regulations and the City of Corner Brook Development Regulations.

5. Application Requirements

Applications for Digital Signs must include the following:

- a) One copy of a scaled drawing for each side of the sign, giving all dimensions and areas, as well as colours and materials used;
- b) One copy of a site plan showing the proposed location of the sign in relation to sight triangles, signalized and non-signalized intersections and lot lines.
- c) A set of engineered plans to provide detailed information on the design and installation method will be required for all signs.

6. Conflicting legislation

Where any provision of these Regulations conflicts with a provision of another law or regulation in force in the City, the provisions that establish the higher standard to protect the health, safety and welfare of the general public shall prevail.

7. Offence and penalty

Any person who contravenes any provision of these regulations is guilty of an offence and 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.

8. Effective date

These regulations shall come into force and effect as of the date enacted by Council.

IN WITNESS WHEREOF these Regulations are sealed with the common seal of the City of Corner Brook and subscribed by and on behalf of Corner Brook City Council by the Mayor and City Clerk at the City of Corner Brook, in the Province of Newfoundland and Labrador, this____ day of _____ 2021.A.D.

_____ Mayor	_____ Witness
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_____ City Clerk	_____ Witness
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Published_____ (add date and publication)

First Reading_____ (date of)

Second Reading_____ (date of)

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Federation of Canadian Municipalities (FCM) Election to the Board of Directors	
Report Information	
Department: City Manager	Attachments:
Prepared By: Marina Redmond, City Clerk	Council Meeting Date: May 31, 2021

Issue: The municipalities of Newfoundland seat at FCM is up for election and it is the City of Corner Brook's turn to submit a nomination.

Background:

WHEREAS the Federation of Canadian Municipalities (FCM) represents the interests of member municipalities on policy and program matters that fall within federal jurisdiction;

WHEREAS FCM's Board of Directors is comprised of elected municipal officials from all regions and sizes of communities to form a broad base of support and provide FCM with the united voice required to carry the municipal message to the federal government; and

WHEREAS FCM's virtual Annual Conference and Trade Show will be held June 1 to June 4, 2021, during which time the Annual General Meeting will be held and followed by the election of FCM's Board of Directors;

Proposed Resolution: BE IT RESOLVED that Council of the **City of Corner Brook** endorse **Mayor Jim Parsons** to stand for election on FCM's Board of Directors for the period starting in June 2021 and ending June 2022; and **BE IT FURTHER RESOLVED** that Council assumes all costs associated with **Mayor Jim Parsons** attending FCM's Board of Directors meetings.

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: Estimated cost approximately \$10,000 - \$15,000 annually

Environmental Implications: N/A

	City of Corner Brook Request for Decision (RFD)
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Prepared by: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: May 28, 2021

Additional Comments by City Manager:

FEDERATION
OF CANADIAN
MUNICIPALITIESFÉDÉRATION
CANADIENNE DES
MUNICIPALITÉS[HOME](#) > [ABOUT FCM](#) > [BOARD OF DIRECTORS](#) > [FCM'S VIRTUAL ELECTIONS AND AGM](#)

FCM's virtual elections and AGM

Make your voice heard! Participate in our virtual elections and annual general meeting.

Our Board of Directors is 74 members strong, with elected representatives from coast to coast to coast. They give local priorities a voice at the national level.

Each year, FCM members participate in a democratic process to elect the Board. This year, members will once again vote for Table Officers and Directors during our Annual Conference and Trade Show, and will be invited to ratify the election winners at the virtual AGM in accordance with the Not-for-Profit Act.

Key voting milestones

Table Officers election, June 1 and 2

Vote online to elect FCM's President as well as the First, Second and Third Vice-Presidents.

Director elections, June 2

Vote online to elect the Directors who represent your province on the Board. Note that the Territories and New Brunswick do not participate in the Director elections. Their provincial and territorial associations (PTAs) appoint representatives whose names are put forward for ratification at the AGM.

Annual General Meeting, June 4

Accredited delegates are invited to ratify the election winners and appointees. The results are made available live.

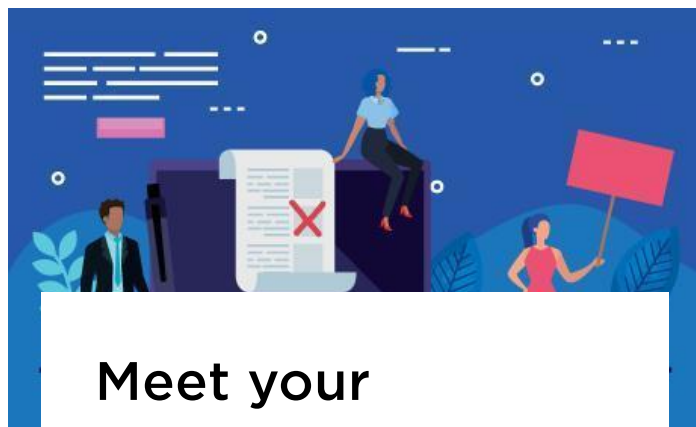
We look forward to offering you an innovative, engaging and accessible conference and election process.



Register for the conference and vote

Only accredited representatives—FCM members who attend the Annual Conference—may participate in the elections process and AGM. Find out whether you're eligible, how to register and how to vote.

[READ MORE](#)



Meet your candidates

Who's running to represent you this year? Read their bios, watch videos and attend virtual events to learn more about the Table Officer and Director candidates.

[READ MORE](#)



Run as a candidate



Calendar of events

Are you deeply invested in the issues that FCM members care about? Help their messaging thrive on a national scale — serve on the Board. This is where your journey begins ...

[READ MORE](#)

Mark the key dates in your 2021 elections process so you don't miss out!

[READ MORE](#)

FCM by-laws

These rules guide our organization, including many aspects of the election process.

[READ MORE](#)

Election procedures

Learn about the detailed rules we follow during our elections process.

[VIEW THE PDF](#)



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F. 613-241-7440
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