



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 **June 28, 2021 at 7:00. Council Chambers, City Hall.**

CITY CLERK

Page

- | | |
|----------|---|
| 1 | CALL MEETING TO ORDER |
| 2 | APPROVALS |
| | 2.1 Approval of Agenda |
| 3 - 6 | 2.2 Approval of Minutes [May 31, 2021] |
| 3 | BUSINESS ARISING FROM MINUTES |
| | 3.1 Business Arising From Minutes |
| 4 | TENDERS |
| 7 - 9 | 4.1 2021-14 Standing Offer – Vehicle Rentals |
| 11 - 16 | 4.2 Overhead Door Inspection Maintenance/Service Tender 2021-07 |
| 17 - 22 | 4.3 Asphalt Paving Program 2021 - Change Order No. 1 |
| 5 | COMMUNITY, ENGINEERING, DEVELOPMENT & PLANNING |
| 23 - 24 | 5.1 Support for Experience Corner Brook Tourism Initiative |
| 6 | AGREEMENTS |
| 25 - 38 | 6.1 Lease Agreement - Forever Young Fitness Centre Limited |
| 39 - 64 | 6.2 Election Management Services Agreement |
| 7 | MUNICIPAL ELECTION |
| 65 - 66 | 7.1 Advance Poll Dates |
| 8 | ADJOURNMENT |
| 9 | IN CAMERA SESSION (IF REQUIRED) |

9.1 In Camera Session (If Required)

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 31 MAY, 2021 AT 7:00 PM**

PRESENT:

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

21-62 Approval of Agenda

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

21-63 Approval of Minutes [April 26, 2021]

On motion by Deputy Mayor B. Griffin, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of April 26, 2021 as circulated. **MOTION CARRIED.**

21-64 Business Arising From Minutes

No items were brought forward.

21-65 Proclamations and Events

The Mayor announced the following proclamations and/or events:

- Recreation Month - June 2021
- Pride Month - June 2021
- Newfoundland Francophone Day - May 30, 2021

21-66 Recreation Update

Councillor T. Buckle provided an update on the following Recreation services:

- Recreation Month
- Participation - Community Better Challenge
- Hippocampe Wheelchairs
- Park Washrooms

21-67 Asphalt Inspection 2021

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve the Consultant Fee Proposal from DMG Consultants Ltd. for consulting services related to Asphalt Paving Program 2021 Inspection Services in the amount of \$45,816.00 (HST included). **MOTION CARRIED.**

21-68 Asphalt Paving Program 2021

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to award the tender for the Asphalt Paving Program 2021-13 to Marine Contractors Inc. for the tender price of \$1,330,246.00 (HST included). **MOTION CARRIED.**

21-69 Elizabeth Street Pump Station Upgrade 2021-11

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** to award contract 2021-11 to RODCO Mechanical (2014) Ltd. (TB) for the Elizabeth Street Pump Station Upgrade 2021-11 for the tender price of \$535,900.00 (HST included). **MOTION CARRIED.**

21-70 Supply of Equipment: One New Municipal Street Sweeper Truck (2021-09)

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** to accept the bid of \$335,650.00 (plus HST) by Saunders Equipment for the supply of new sweeper truck. **MOTION CARRIED.**

21-71 St. Mary's Brook Concrete Box Culvert Phase 2 - Proposal

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to approve the proposal from Anderson Engineering Consultant Ltd for consulting services related to the St. Mary's Brook Box Culvert Rehabilitation (Phase 2), in the amount of \$16,404.75 (HST included). **MOTION CARRIED.**

21-72 Steady Brook Water & Wastewater PCA

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Prime Consultant Agreement from CBCL Limited for consulting services related to the Steady Brook Feasibility Study, for the amount of \$51,750 (HST included). **MOTION CARRIED.**

21-73 Multi Year 2014-2017 & 2017-2020 Reallocation Amendment Agreements

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

It is **FURTHER RESOLVED** to authorize 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. **MOTION CARRIED.**

-
- 21-74 53 Lundrigan Drive Purchase & Sale Agreement Amendment**
On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve executing the amendment agreement between the City of Corner Brook and EJ Property Holdings Ltd for land located at 53 Lundrigan Drive. **MOTION CARRIED.**
- 21-75 O'Connell Drive - Request for Proposal**
On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve 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. **MOTION CARRIED.**
- 21-76 Multi-Year Capital Works 2020-2023**
On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** to authorize staff to submit the projects listed in Appendix 1 as attached for the 2020-2023 Multi-Year Capital Works Program. **MOTION CARRIED.**
- 21-77 West Coast Cycling Association Grant**
On motion by Councillor T. Buckle, seconded by Councillor J. Carey, it is **RESOLVED** to approve the reallocation of operational funding from the CEDO Division 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. **MOTION CARRIED.**
- 21-78 2021 Tax Sale Auction**
Councillor B. Staeben presented the list of 19 properties that are on the list for the next tax sale auction with \$91,113.32 total taxes outstanding. The first auction is tentatively set for September 15, 2021, the second auction is tentatively set for September 22, 2021 with the closing of dates set for October 25-29, 2021.
- 21-79 Crematorium Application - 167 Country Road**
Councillor J. Carey disclosed that he lives in proximity to the proposed location of the crematorium.
- On motion by Councillor L. Chaisson, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** that Councillor J. Carey is in a conflict of interest with regards to this item. **MOTION DEFEATED.**
- On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the application for the proposed crematorium at 167 Country Rd, Corner Brook, NL. **Councillor J. Carey, Councillor L. Chaisson and Councillor V. Granter voted against the motion. MOTION CARRIED.**

21-80 Rescind Order 2021-01 - 5 Burnt Hill Rd

On motion by Councillor L. Chaisson, seconded by Councillor J. Carey, it is **RESOLVED** to revoke order 2021-01 in accordance with Section 102(3) of the Urban and Rural Planning Act. **MOTION CARRIED.**

21-81 Third Party & Digital Signage Regulations Amendments - Notice of Amendment

On motion by Councillor J. Carey, seconded by Councillor T. Buckle, it is **RESOLVED** to rescind and replace the current Third Party and Digital Signage Regulations as follows:

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 replaced it with: the City of Corner Brook Third Party and Digital Signage Regulations, 2021. **MOTION CARRIED.**

21-82 Federation of Canadian Municipalities - Board of Directors

On motion by Deputy Mayor B. Griffin, seconded by Councillor J. Carey, it is **RESOLVED** that the 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. It is **FURTHER RESOLVED** that Council assumes all costs associated with Mayor Jim Parsons attending FCM's Board of Directors meetings. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:35 p.m.

 City Clerk

 Mayor



Request for Decision (RFD)

Subject: 2021-14 Standing Offer – Vehicle Rentals

To: Rodney Cumby
Meeting: Regular Meeting - 28 Jun 2021
Department: Public Works
Staff Contact: Donald Burden, Director of Public Works, Water & Wastewater
Topic Overview: Quotations were recently invited by the City of Corner Brook for the supply of rental vehicles, on demand, for a period of July 4, 2021 – July 3, 2022. Daily, weekly & monthly rates were requested for various vehicle types such as ½ ton pickups, vans & cars. The tender closed on June 16, 2021 and only one bid was received from Enterprise Car Rental Canada.
Attachments: [2021-14 RFD Vehicle Rental - Enterprise](#)

BACKGROUND INFORMATION:

Quotations were recently invited by the City of Corner Brook for the supply of rental vehicles, on demand, for a period of July 4, 2021 – July 3, 2022. Daily, weekly & monthly rates were requested for various vehicle types such as ½ ton pickups, vans & cars. The tender closed on June 16, 2021 and only one bid was received from Enterprise Car Rental Canada.

PROPOSED RESOLUTION:

Be it **RESOLVED** that the Corner Brook City Council accept staff's recommendation to accept the quotations for vehicle rentals from Enterprise Car Rental Canada as stated in the attached document for the period of July 4, 2021 – July 3, 2022 on a standing offer basis.

FINANCIAL IMPACT:

Various Public Works, Water and Wastewater accounts as well as capital projects from the Engineering department on an as needed basis.

Finance Type: Budget

Legal Review: No

RECOMMENDATION:

It is the recommendation of staff to accept the quotations from Enterprise Car Rental Canada for vehicle rentals as stated in the attached document for the period of July 4, 2021 – July 3, 2022 on a standing offer basis.

ALTERNATIVE IMPLICATIONS:

1. Accept Staff's recommendation to award Standing Offer from Enterprise Car Rental Canada for vehicle rentals.
2. Reject staff's recommendation to award standing offer from Enterprise Car Rental Canada for vehicle rentals.

Director of Public Works, Water &
Wastewater
Executive Assistant

Approved - 22 Jun 2021

Approved - 22 Jun 2021

City Manager

| | | | | | |
|-------------------------------|-----------------------|---------|----------|-----------|-----------|
| ½ Ton Pickup Truck | Enterprise Rent A Car | \$76.70 | \$460.00 | \$1840.00 | \$0.28/km |
| Van | Enterprise Rent A Car | \$69.00 | \$414.00 | \$1656.00 | \$0.28/km |
| Mini-Van (7 Passenger) | Enterprise Rent A Car | \$80.50 | \$483.00 | \$1932.00 | \$0.28/km |
| Car | Enterprise Rent A Car | \$57.50 | \$345.00 | \$1380.00 | \$0.28/km |

*Prices are shown, tax included



Request for Decision (RFD)

Subject: Overhead Door Inspection Maintenance/Service Tender 2021-07

To: Darren Charters
Meeting: Regular Meeting - 28 Jun 2021
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Western Locke Bid submission 2021-07 Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook has requested bids for the overhead door inspection on City Building on a standing offer basis. This is a 2 year Contract from July 1, 2021 to June 30, 2023 and generally consists of the inspection and maintenance on various overhead doors on municipal structures on an "as required" basis. Tenders for the Overhead Door Inspection Maintenance/Service closed on June 8, 2021 with only one bid received from Western Locke Inc. for the price of \$6,489.45 HST Included.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook award the tender to Western Locke Inc. for the Tender price of \$6,489.45 HST Included for the Overhead Door Inspection Maintenance/Service.

FINANCIAL IMPACT:

The bid submitted reflects no increase when compared to the current contract which expires June 30, 2021.

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

NA

Legal Review: No

 City Manager

TENDER FORM

Tender for: Overhead Door Inspection Maintenance / Service
Contract No: 2021-07

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

To Whom It May Concern:

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

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

Six thousand Four hundred and Eighty
Nine and Forty Five Cents.

(\$ 6489.45) per annum in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

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

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

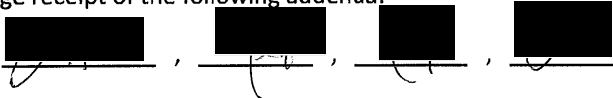
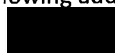

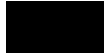
refusal to enter into a contract.

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN 60 DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL:
 - (a) execute the Form of Agreement;
 - (b) substantially complete all work included in the contract within the time and under conditions specified.
5. WE understand that the Performance Bond and Insurance as required by the contract documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
6. WE declare that the rates and prices herein tendered have been correctly computed for the purposes of this tender and include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
7. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, traveling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges, except as otherwise provided in the contract documents.
8. WE agree to authorize the Owner to release the names of sub-contractors used in our tender where such information is requested from the Owner.
9. WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
10. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the contract documents.
11. We understand and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
12. We understand and agree that this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
13. The bidder agrees that any specific information in its bid 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 bidder, there is no specific

information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection Act, 2015.

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

Addendum Numbers:

 ,  ,  , 

In order for a Tender to be valid, it must be signed by duly authorized officials as indicated in the Instructions to Bidders.

SIGNATURE OF TENDERER

Firm Name: Western Lock Inc

Address: 73 Humber Rd.
Corner Brook, NL A2H 1E9

Postal Code: A2H 1E9

Email: Western.lock@nf.aibn.com

Phone #: 709 634-9918

Fax #: 709 634-9530



Signing Officer

Corporate Seal

Witnessed By 

12:05pm
June 8, 2021

APPENDIX A

SCHEDULE OF QUANTITIES AND PRICES

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

Western Lock Inc.

to CITY OF CORNER BROOK

on (Date) June 1/2021 and which is an integral part of the above-noted Tender.

| ITEM | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | AMOUNT |
|--|--|-----------------|-----------------------|----------------|----------------|
| 1. | Overhead Door Inspection for 2021 – 2022 | EACH | 33 | <u>85.50</u> | <u>2821.50</u> |
| 2. | Overhead Door Inspection for 2022 - 2023 | EACH | 33 | <u>85.50</u> | <u>2821.50</u> |
| (a) Sub-Total: | | | | <u>5643.00</u> | |
| (b) HST 15%: | | | | <u>846.45</u> | |
| (c) TOTAL TENDER AMOUNT: | | | | <u>6489.45</u> | |
| (Report this Total Tender Amount on Page 1 of the Tender Form) | | | | | |
| 3. | Rate for Service Person: | \$ <u>35.00</u> | / Hour | | |
| 4. | Rate for Helper: | \$ <u>25.00</u> | / Hour | | |

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



Request for Decision (RFD)

Subject: Asphalt Paving Program 2021 - Change Order No. 1

To: Darren Charters
Meeting: Regular Meeting - 28 Jun 2021
Department: Engineering
Staff Contact: Melody Roberts,
Topic Overview:
Attachments: [Change Order 01 - 2021](#)

BACKGROUND INFORMATION:

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. The original contract bid came in under budget and to utilize the full amount and increase the number of roads to be repaired the City has requested Marine Contractors to increase their quantities in their original Contract. Attached is the schedule of quantities and prices for details.

PROPOSED RESOLUTION:

Be it resolved that the Council of Corner Brook approve Change Order No. 1 between the Owner (City of Corner Brook) and the Contractor (Marine Contractors Inc.) for an increase in the Contract price of \$606,677.90 (HST Included)

FINANCIAL IMPACT:

The original Contract bid came in at \$1,330,246.40 (HST Included) with an overall budget of \$2,000,000.00, we requested an additional \$606,677.90

Budget Code: Gas Tax
Finance Type: Funding
Other Type: Gas Tax

ENVIRONMENTAL IMPLICATIONS:

NA

Manager of Engineering Services Approved - 22 Jun 2021
 Director of Community, Engineering, Approved - 23 Jun 2021
 Development & Planning

Executive Assistant

Approved - 24 Jun 2021

City Manager

**Dept. of Transportation and Infrastructure
Municipal Water, Sewer & Roads Specifications
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2021

PROJECT NAME: _____ DATE: _____

MI PROJECT NO: _____ CHANGE ORDER NUMBER: _____

CONTRACTOR: _____

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Contractor shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Contractor shall return three signed copies of this document to the Engineer for approval. Should it be decided to proceed with the work, an approved copy will be returned to the Contractor. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE**.4 EFFECT OF CHANGE ON CONTRACT**

This change order _____ affect the approved completion date
(Select correct statement).

If the completion date will be affected, the requested increase in time to the approved completion date is:

WORKING DAYS: _____ REVISED COMPLETION DATE: _____

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

No Change

Addition to Contract including HST payable by the Owner \$ _____

Deduction from Contract including HST payable by the Owner \$ _____

CONTRACTOR: _____
(Signature)

**Dept. of Transportation and Infrastructure
Municipal Water, Sewer & Roads Specifications
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form 5

March 2021

| | |
|------------------------------|----------|
| Authorized Contract Amount | \$ _____ |
| Previous Change Orders | \$ _____ |
| This Change Order | \$ _____ |
| New Approved Contract Amount | \$ _____ |

.5 AUTHORIZATION TO PROCEED

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

| | |
|-------------|--------------------------|
| DATE: _____ | CONSULTANT: _____ |
| DATE: _____ | OWNER: _____ |
| DATE: _____ | REGIONAL ENGINEER: _____ |

(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

| | |
|-------------|-------------------|
| DATE: _____ | CONSULTANT: _____ |
|-------------|-------------------|

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

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 | \$2,000.00 | \$ 2,000.00 |
| | | | Subtotal Part A: | | \$ 2,000.00 |
| Part B: Asphalt Paving Program | | | | | |
| DIVISION 1 | | | | | |
| 1580 | <u>Projects Signs & Signposts & Installation</u> | | | | |
| 1 | Project Sign | L.S. | 1 | \$0.00 | \$ - |
| DIVISION 2 | | | | | |
| 2070 | <u>Site work, Demolition & Removal of Structures</u> | | | | |
| 1 | Removal of Curb and Gutter | m | 16 | \$20.00 | \$ 320.00 |
| 2 | Removal of Concrete Sidewalk | m | 27 | \$10.00 | \$ 270.00 |
| 2104 | <u>Landscaping, Seeding, Sodding & Tree Preservation</u> | | | | |
| 1 | Supply & Placing Topsoil | m ² | 0 | \$50.00 | \$ - |
| 2 | Supply & Placement of Sods | m ² | 0 | \$50.00 | \$ - |
| 2224 | <u>Roadway Excavation, Embankment & Compaction</u> | | | | |
| 1 | Mass Excavation & Backfill | | | | |
| 1B Common | | m ³ | 0 | \$18.00 | \$ - |
| 2 | Imported Backfill | | | | |
| 2A Rock (150mm minus) | | tonne | 0 | \$18.00 | \$ - |
| 2B Common | | tonne | 0 | \$16.00 | \$ - |
| 2231 | <u>Scarifying & Reshaping</u> | | | | |
| 1 | Scarifying & Reshaping incl. Compaction | m ² | 0 | \$5.00 | \$ - |
| 2233 | <u>Selected Granular Base & Sub Base Materials</u> | | | | |
| 1 | Class "A" Granular Base | tonne | 0 | \$19.00 | \$ - |
| 2 | Class "B" Sub-Base | tonne | 0 | \$18.00 | \$ - |
| 3 | Class "A" Shouldering | tonne | 0 | \$20.00 | \$ - |
| 2528 | <u>Concrete Walk, Curb & Gutters</u> | | | | |
| 1 | Supply & Place Granular Base Material | m ³ | 40 | \$51.40 | \$ 2,056.00 |
| 2 | Concrete Sidewalk (1350mmx150mm) | m | 27 | \$150.00 | \$ 4,050.00 |
| 3 | Combined Concrete Curb & Sidewalk (1500mmx150mm) | m | 0 | \$275.00 | \$ - |
| 4 | Curb and Gutter - Slip Form | m | 0 | \$115.00 | \$ - |
| 5 | Curb and Gutter - Non Slip Form | m | 16 | \$275.00 | \$ 4,400.00 |

| SECTION | DESCRIPTION | Unit | Quantity | Unit Price | Total |
|---------|--|----------------|----------|------------|---------------|
| | 6 Asphalt Sidewalk (1500mmx50mm) | m | 0 | \$82.50 | \$ - |
| 2547 | <u>Asphalt Tack Coat</u> | | | | |
| | 1 Supply and Placement of Asphalt Tack Coat | m ² | 20000 | \$0.75 | \$ 15,000.00 |
| 2552 | <u>Hot Mix Asphalt Concrete Paving</u> | | | | |
| | Asphalt Concrete | | | | |
| | 1 Base Course | tonnes | 700 | \$128.00 | \$ 89,600.00 |
| | 2 Surface Course | tonnes | 2300 | \$128.00 | \$ 294,400.00 |
| 2574 | <u>Reshaping & Patching Asphalt Pavement</u> | | | | |
| | 1 Removal of Asphalt Pavement - Stripping | m ² | 0 | \$10.00 | \$ - |
| | 2 Removal of Asphalt Pavement - Reprofilng | m ² | 20000 | \$2.00 | \$ 40,000.00 |
| | 4 Cutting of Asphalt Pavement | m | 0 | \$10.00 | \$ - |
| | 5 Channel Cut | m | 140 | \$10.00 | \$ 1,400.00 |
| 2601 | <u>Manholes, Catch Basins, Ditch Inlets & Valve Chambers</u> | | | | |
| | Reconstruct & Adjustment Utilities to Grade & Alignment | | | | |
| | 1 Manholes - Adjust Existing | Each | 17 | \$475.00 | \$ 8,075.00 |
| | 2 Manholes - Adjust with Mechanical Riser Ring | Each | 5 | \$775.00 | \$ 3,875.00 |
| | 3 Catch Basins - Adjust Existing | Each | 10 | \$475.00 | \$ 4,750.00 |
| | 4 Catch Basins - Adjust with Concrete Ring | Each | 0 | \$775.00 | \$ - |
| | 5 Valve Box - Adjust Only | Each | 20 | \$225.00 | \$ 4,500.00 |
| | 6 Valve Box - New Cover and Sleeve | Each | 6 | \$475.00 | \$ 2,850.00 |
| | 7 Manholes - New Manhole Frame and cover | Each | 0 | \$1,250.00 | \$ - |

Subtotal Part B: \$ 475,546.00

Part C: Asphalt Patching

DIVISION 2

| | | | | | |
|------|--|----------------|-----|----------|--------------|
| 2574 | <u>Reshaping & Patching Asphalt Pavement</u> | | | | |
| | 1 Patching of Asphalt Pavement | m ² | 750 | \$55.00 | \$ 41,250.00 |
| | 2 Cutting of Asphalt Pavement | m | 385 | \$10.00 | \$ 3,850.00 |
| | 3 Channel Cut | m | 350 | \$10.00 | \$ 3,500.00 |
| | 4 Manholes - Adjust Only | Each | 2 | \$475.00 | \$ 950.00 |
| | 5 Valve Box - Adjust Only | Each | 2 | \$225.00 | \$ 450.00 |

Subtotal Part C: \$ 50,000.00

A. **Total of Part A, B and C** \$ 527,546.00

B. **H.S.T 15% of A** \$ 79,131.90

C. **Grand Total** \$ 606,677.90

(Carry Forward to Page 1
of Tender Form)



Request for Decision (RFD)

Subject: Support for Experience Corner Brook Tourism Initiative

To: Rodney Cumby

Meeting: Regular Meeting - 28 Jun 2021

Department: Community Services

Staff Contact: Darren Charters, Director of Community, Engineering, Development & Planning

Topic Overview: Council approval is to create and re-allocate funds from the Business Special Projects Budget to the Experience Corner Brook Initiative

BACKGROUND INFORMATION:

The Tourism Division is working with the hotels in Corner Brook to roll out an incentive program. This initiative will help the hotels as well as other businesses and will provide a boost to tourism after a prolonged period of slowdown.

Details of the initiative are being finalized with the hoteliers. It is estimated that the initiative would require around \$20,000 to accomplish its objective.

Since this is a newly thought initiative, no funding was provided in the City budget. As such, staff will need to create a new account for the Experience Corner Brook Initiative. Due to the prevailing situation, the Business Division is in a position to support the initiative by providing the necessary funds. Accordingly, it is proposed that a sum of \$25,000 comprising \$20,000 expected cost of the initiative and \$5,000 contingency (to cover unforeseen costs) be transferred from the Special Projects budget account of Business Division to run this initiative. This being an intra-departmental transfer, there will not be any additional burden on the City's overall finances.

PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook approve the creation and re-allocation of funds to the new Experience Corner Brook Initiative.

FINANCIAL IMPACT:

\$25,000 to be moved from 1040-63950 to a newly created Experience Corner Brook account.

RECOMMENDATION:

After reviewing the budgetary outlook for the business and tourism department, it is the opinion of staff that re-allocating money to this new initiative will result in many benefits to the City and local accommodations providers by incentivizing more and longer visits to the City by tourists.

ALTERNATIVE IMPLICATIONS:**Options:**

1. That the Council of the City of Corner Brook approve the creation and re-allocation of funds to the new Experience Corner Brook Initiative.
2. That the Council of the City of Corner Brook not approve the creation and re-allocation of funds to the new Experience Corner Brook Initiative.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Approved - 25 Jun 2021
Development & Planning

City Manager



Request for Decision (RFD)

Subject: Lease Agreement - Forever Young Fitness Centre Limited

To: Rodney Cumby
Meeting: Regular Meeting - 28 Jun 2021
Department: Finance and Administration
Staff Contact: Dale Park, Director of Finance & Administration
Topic Overview:
Attachments: [Draft lease renewal FYFC June 15, 2021](#)

BACKGROUND INFORMATION:

The City of Corner Brook has recently reached an agreement with the operators of the Forever Young Fitness Centre Limited (FYFC) for the space that they occupy at the Civic Centre. The previous agreement that was signed in 2018 is set to expire on July 31 of this year. A new agreement for two (2) years has been tentatively reached between staff and FYFC. There are no material changes to the agreement however the lease rate has been revised.

PROPOSED RESOLUTION:

PROPOSED MOTION: It is **RESOLVED** to approve the ratification of the two (2) year lease agreement between the City of Corner Brook and Forever Young Fitness Centre Limited with an annual lease payments of \$62,191.07 plus HST for the first year.

Legal Review: Yes

LEGAL REVIEW:

The original lease agreement was reviewed by City Solicitor.

RECOMMENDATION:

It is staff's recommendation to ratify the lease agreement with Forever Young Fitness Centre.

| | |
|--------------------------------------|------------------------|
| Director of Finance & Administration | Approved - 22 Jun 2021 |
| Executive Assistant | Approved - 24 Jun 2021 |

 City Manager

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** and **CORNER BROOK CITY COUNCIL**, bodies 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 Landlord")

AND: **FOREVER YOUNG FITNESS CENTRE LIMITED**, a body corporate duly registered with the Registry of Companies in the Province of Newfoundland and Labrador (hereinafter referred to as "the Tenant")

WHEREAS the Landlord is the owner of property known as civic address number 1 Canada Games Place in the City of Corner Brook, Province of Newfoundland and Labrador and described in "Schedule A" annexed hereto (hereinafter referred to as "the Property")

AND WHEREAS the Tenant desires to lease the portion of the Property described as outlined in yellow in the floor plan annexed hereto as "Schedule B", (hereinafter referred to as "the Premises") on the terms and conditions hereinafter set out;

NOW THEREFORE IN CONSIDERATION of the covenants, agreements, and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

Demised Premises:

1. The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord, for the purpose of operating a Fitness Centre, upon the terms and conditions set out in this Agreement, all those certain premises, in the City, shown as outlined in yellow on the floor plan attached hereto as "Schedule B", being a portion of the Property described in "Schedule A" annexed hereto.

Term:

2. A. The term of lease shall be a period of twenty four (24) months commencing on August 1st, 2021 and terminating on July 31, 2023 subject to any rights of termination as otherwise provided in this Agreement.

Payments:

3. A. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of Sixty Two Thousand One Hundred Ninety One dollars and Seven cents (\$62,191.07), plus HST for each year of tenancy payable in equal monthly installments of Five Thousand Eighty Two dollars and Ninety Seven cents (\$5,182.59) plus HST with the first installment due on the first day of each month during tenancy.

Effective August 1, 2022, the rent shall increase by two percent (2%) to Sixty Three Thousand Four Hundred and Thirty Four dollars and Eighty Nine cents (\$63,434.89) payable in equal monthly installments of Five Thousand Two Hundred Eighty Six dollars and Twenty Four cents (\$5,286.24) plus HST with each installment due on the first day of each month.

The rent includes the cost of heat and electricity for the Premises, subject to the provisions of payment for electricity as set out in clause 4 herein.

- B. In addition to rent, the Tenant shall pay to the Landlord in full and on time the following:

- i. all municipal taxes levied against the Tenant;
- ii. the cost of electricity to the Premises, which shall be separately metred from the rest of the Property.

4. All sums, for rent or otherwise, payable to the Landlord under this Agreement shall bear interest commencing the thirtieth (30th) day next following the falling due thereof, at the then current rate of interest charged by the Landlord on outstanding balances owed to the City of Corner Brook as approved by the Landlord in its annual budget, until the actual date of payment. The rate of interest on outstanding balances set out in the 2018 budget of the Landlord is 10.5% per annum.

Overholding:

5. In the event that the Landlord permits the Tenant to remain in occupation of the Premises without objection by the Landlord and after the expiration of the term and any extension or extensions thereof, the Tenant shall be deemed to be a tenant from month to month at a monthly rental equal to one-twelfth of the annual rental calculated in accordance with clause 3, and otherwise upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy. For further clarification, at any time after expiry of the term of this lease, without showing any cause, the Landlord may terminate the Tenants' lease and occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed hereto providing ninety (90) days' notice.

Termination and Default:

6. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Tenant has not paid rent, electricity, or municipal taxes, or is in default in the

performance of any covenants, terms and conditions herein set forth to be performed, the Landlord shall have the right to immediate re-entry in the Premises and may terminate this Agreement forthwith by serving the Tenant with a Notice to Quit in the form set out in Schedule C annexed hereto. Thereupon the term and estate vested in the Tenant, as well as all other rights of the Tenant under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.

7. Notwithstanding the term of lease set out in clause 2 of this agreement, if at any time the Landlord is in default in the performance of any covenants, terms and conditions herein set forth to be performed, save and except for any reduction in services due to picket lines, work stoppages, or other forms of labour unrest of the employees of the Landlord, the Tenant shall have the right to terminate this Agreement within ten (10) days by serving the Landlord with a Notice to Quit in the form set out in Schedule C annexed hereto, with such changes as necessary. Upon expiry of the period set out in the Notice to Quit, the rights of the Tenant and Landlord under this lease, shall immediately cease and expire as fully and with like effect as if the entire term provided for in this lease had expired, and the Landlord may enter the demised Premises, with or without process of law, and take possession together with any and all improvements which may have been erected thereon, the Tenant waiving any demand for possession thereof; and all improvements made upon the premises shall be forfeited and become the property of the Landlord as liquidated damages without compensation for same to the Tenant.
8. A. In case of damage to the Premises by fire, lightning, tempest, other acts of God, wars, riots or insurrection restricting the continued use of the Premises, and the Landlord, instead of rebuilding or making the Premises fit for the purpose of the Tenant, may at its option, notwithstanding the term of lease set out in clause 2 herein, terminate this lease on giving to the Tenant within thirty (30) days after the damage notice in writing and thereupon rent and all other payments for which the Tenant is liable shall be apportioned and paid to the date of the damage and the Tenant shall immediately deliver up possession of the Premises to the Landlord. The Landlord shall not be liable to the Tenant for any damages resulting from this decision, including but not limited to any loss of business of the Tenant.
- B. Notwithstanding the term of lease set out in clause 2 of this Agreement, in the event that the Premises and/or the Property requires significant capital expenditures, exceeding the sum of Ten Thousand dollars (\$10,000.00) which are necessary for the Tenant to continue in its use of the Premises as a Fitness Centre, the Landlord may terminate this lease and discontinue the Tenant's occupation of the Premises by serving the Tenant with a Notice to Quit in the form set out in "Schedule C" annexed

hereto (with such changes as necessary), at least one month prior to the date on which the Premises will be vacated.

9. Upon termination of the Tenant's occupation of the Premises in accordance with this agreement, all the rights of the Tenant hereunder shall immediately cease, determine and be at an end, and the Landlord shall not be liable for payment to the Tenant of any monies by reason of such termination or otherwise, howsoever, including but not limited to any loss of business of the Tenant or any improvements made to the Premises by the Tenant.
10. Upon failure by the Landlord or Tenant to make significant progress towards complying with any covenant(s) incumbent upon it under this Agreement within thirty (30) days after written notice requiring such compliance is given by one party to the other, the party giving notice may enter the Premises and fulfill such covenant(s) at the sole expense of the other party, who shall forthwith upon being invoiced for same reimburse the party giving notice who in default of such reimbursement may collect same as rent owing and in arrears. Nothing herein prevents either party from electing to terminate this tenancy for default as provided for in other provisions of this Agreement.

Quiet Enjoyment:

11. Subject to the rights of re-entry otherwise provided in this agreement and subject to any necessary re-entry due to an emergency pertaining to the Premises (including but not limited to water or fire emergencies), the Landlord covenants with the Tenant for quiet enjoyment.

Tenant's Covenants:

12. The Tenant covenants with the Landlord:
 - a. To pay when due rent, electricity, and municipal taxes;
 - b. To vacate the Premises on request of the Landlord in accordance with this Agreement;
 - c. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord;
 - d. To remove its own garbage and keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises;
 - e. To use the Premises only for the purposes of a Fitness Centre;

- f. Not to transfer, assign or sublet any rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with other tenants or usage of the Property or any adjoining property;
- i. To ensure that any sound produced on the Premises are kept at a level such that they are not heard in other parts of the Property;
- j. To ensure that only the Premises are utilized by the Tenant, and no other part or portion of the Property;
- k. To comply with all federal, provincial and municipal laws, by-laws, rules and regulations affecting the Premises and use thereof, including obtaining all necessary permits and licences, and to save the Landlord harmless from any liability or cost suffered by it as a result of failure of the Tenant to do so;
- l. To keep the Premises smoke-free and scent free in accordance with the Landlord's policies annexed hereto as "Schedule D" as though the premises were the Landlord's workplace;
- m. Upon termination of the tenancy, at its own risk and expense, to remove from the Premises within the timeframe set out in the Notice to Quit, any chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Premises in good repair, neat, clean and free of all waste material, debris and rubbish, all to the Landlord's satisfaction;
- n. To provide the Landlord with access to the Premises in accordance with this agreement;
- o. To ensure that the external doors remain locked and securely closed save and except for those times the doors have been unlocked by the Landlord or when an employee of the Tenant is on duty at the Premises and is providing a reasonably secure level of monitoring public access to the Property;

- p. To comply with the provisions of the *Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended*, as though the Tenant were an Agent of the Crown;
- q. To repair and maintain and keep repaired and maintained the Premises in substantially the same condition as of the commencement of lease, reasonable wear and tear through normal use and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing from the Landlord, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted; and to leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest and any other factors outside of the control of the Tenant only excepted. For further clarification and not in any way to limit the generality of the forgoing, the Tenant is responsible at its own expense, for maintenance and replacement of heating, ventilation, and air-conditioning equipment that services the Premises and maintenance and repair of windows, doors, plumbing fixtures and lines, electrical wiring, floor coverings, painting, and interior walls of the Premises ;
- r. To pay all municipal taxes and rates levied against the Premises;
- s. To not overload any part of the Premises including the floors, roof deck, and walls;
- t. To not exceed or overload the capacity of the utility facilities or the electrical wiring and service in the Premises;
- u. To permit the Landlord or its agents to enter upon the Premises at any time during normal business hours for the purpose of inspecting the Premises and with forty eight (48) hours advance notice for the purpose of making repairs, alterations or improvements to the Premises, and the Tenant is not entitled to compensation for any inconvenience, nuisance or discomfort occasioned thereby. In situations of emergency the Landlord's rights hereunder may be exercised without notice. The Tenant shall ensure that the Landlord is at all times during the Term of this lease or any renewal thereof furnished with any instruments necessary to gain access to all areas of the Premises, including but not limited to keys and access codes; and
- v. The Tenant waives the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and agrees that none of the goods and chattels of the Tenant on the Premises at any time during the Term is exempt from levy by distress..

Landlord's Covenants:**13. The Landlord covenants with the Tenant:**

- a. For quiet enjoyment, subject to any rights of re-entry as specified in this agreement, and subject to the Landlord's right to the use and enjoyment of the remainder of its Property that does not comprise the Premises;
- b. Where reasonably practicable, to provide notice to the Tenant at least twenty-four (24) hours in advance of any use of the Property that may significantly disrupt the use and enjoyment of the Premises by the Tenant, including but not limited to construction activities, floor maintenance/replacement and floor waxing.
- c. To maintain and pay for real property insurance in respect of the Premises;
- d. To provide snow clearing for the parking lot during the Landlord's regular business hours.
- e. To provide, throughout the term of this lease, (subject to such other provisions set out in this Agreement regarding payment for utilities), water, heat and electricity; but the Landlord shall not be liable for the failure to provide such utilities when such failure is beyond the Landlord's control.

As Is/Conversion of Premises:

- 14. The Tenant accepts the Premises in the condition existing at the date of signing this Agreement and the Tenant shall be responsible for the cost of any alteration or improvements required in order to use the Premises as a Fitness Centre. The Tenant agrees that any improvements made to the Premises by the Tenant shall become the property of the Landlord without any compensation therefor to the Tenant.
- 15. The Tenant agrees that the Landlord will require access to the Premises for the purpose of construction work to convert three of the squash courts that were previously leased by the Tenant to other uses. The Tenant agrees that the Landlord shall not be liable to the Tenant for any loss of use or enjoyment of the premises or loss of business that may result from this construction work. The Landlord will seek to minimize interruption to the Tenant's Premises where possible.

Liability and Indemnity:

16. The Tenant and Landlord covenant and agree that the Landlord shall not be liable or responsible in any way for personal or consequential injury of any kind whatsoever that may be suffered by the Tenant, or any employee, agent or invitee of the Tenant, who may be upon the Premises however caused.

17. The Tenant covenants to indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including but not limited to those under or in connection with the *Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11*, as amended, or any successor legislation) made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, invitees, employees, agents and property of the Landlord and of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Premises or any fixtures or chattels therein except to the extent attributable to the Landlord's negligence. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the Landlord may incur with respect to any such claim.

18. The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the *Mechanics' Lien Act RSNL 1990 Ch. M-3*, as amended, or any successor legislation, in connection with any work done for the Tenant at or on the Premises, and shall at its own expense promptly see to the removal from the registered title to the Property, of every claim for lien or certificate of action having to do with such work and in any event within ten (10) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing and in arrears.

19. The Tenant agrees to indemnify the Landlord for any damage to the Premises or its furnishings and fixtures and any part thereof due to any act of the Tenant, its agents or employees, or of any person using the said premises by reason of the use thereof by the Tenant.

20. The Landlord is not liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to its employees or to any other person while the property is on the Property unless the loss, damage or injury is caused by the negligence of the Landlord or of its employees, servants or agents and the Landlord is not liable in any event for damage to the property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Property or from the water, steam or drainage pipes or plumbing works of the Property or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring nor for any damage caused by anything done or omitted by any other Tenant.

21. The Tenant shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the contents of the demised Premises and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and comprehensive public liability insurance pertaining to the Premises and the Tenants' use and occupation of the Premises, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:

- a. Tenant Legal Liability with a limit of not less than Two Hundred and Fifty Thousand dollars (\$250,000.00) per occurrence;
- b. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars per occurrence; and
- c. Property insurance sufficient to cover the contents of the Premises.

Every policy or policies of insurance maintained by the Tenant shall name the Landlord an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the Landlord prior to the Tenant occupying the premises and confirmation of continued coverage provided annually on the anniversary of signing this agreement and at such other times as required by the Landlord within five (5) days of request of the Landlord. The Tenant shall, on request of the Landlord, increase the policy limits on the aforementioned insurances on ninety (90) days' notice.

22. The Landlord shall indemnify the Tenant against all claims by any person, firm or corporation arising from the conduct of work by or through any act of negligence of the Landlord or any agent, contractor, servant, employee or licensee of the Landlord, and against all costs, counsel fees, expenses and liabilities incurred in relation to any claim or action or proceeding brought thereon.

Notices:

23. 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 Landlord to:

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

- b. In the case of notice to the Tenant to:

[REDACTED]
 PO Box 194
 Corner Brook, NL
 A2H 6C7

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.

General:

24.

- A. No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this Agreement at any time shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
- B. No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
- C. Any written waiver by the Landlord shall have effect only in accordance with its expressed terms.
- D. All rights and remedies of the Landlord under this Agreement shall be cumulative and not alternative.

25. It is agreed that whenever a party is unable to fulfill, or is delayed or restricted in fulfilling any obligation hereunder because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill the obligation or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or of any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control, including but not limited to the Property becoming unfit to be utilized for the purposes for which it is being leased, the party is relieved from the fulfillment of the obligation and other party is not entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

26. The headings in this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease nor of any provisions hereof.
27. 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 up to the date of such termination but not been properly satisfied or discharged.
28. The Tenant acknowledges that 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 Premises and which may be modified only by further written agreement under seal.
29. No changes or modifications of any of the terms of this agreement shall be effective unless made in writing and duly executed by both parties.
30. The provisions of this indenture shall be binding upon and enure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.
31. All Payments under this lease shall be made to the Landlord, the corporation of the City of Corner Brook, to the attention of the treasurer:
- Director of Finance and Administration
City Hall
P.O. Box 1080
Corner Brook, NL
A2H 6E1
32. If any of the provisions of the Lease are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Lease.
33. Words importing the singular number shall include the plural and vice versa.
34. 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.

IN WITNESS WHEREOF the parties have affixed their corporate seals attested to by the hands of their officers in that behalf duly authorized.

SIGNED SEALED AND DELIVERED
this ___ day of _____, 2021 by
The Tenant in the presence of:

Witness

Craig Anderson

Witness

Susan Anderson

SIGNED SEALED AND DELIVERED
this ___ day of _____, 2021 by
The Landlord in the presence of:

Witness

Mayor

Witness

City Clerk

Schedule "C"

NOTICE TO QUIT

Corner Brook City Council (CBCC) hereby gives notice to *Forever Young Fitness Centre Limited* to quit occupation of the Premises known as the Civic Centre, Canada Games Place, in the City of Corner Brook, Province of Newfoundland and Labrador on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between the parties dated _____.

Dated this ____ day of _____, 20__.

Signed on behalf of CBCC by:

City Manager - City of Corner Brook



Request for Decision (RFD)

Subject: Election Management Services Agreement

To: Marina Redmond
Meeting: Regular Meeting - 28 Jun 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: The agreement for Election Management Services, is attached for Council consideration. The Agreement will oversee the vote by mail operations for the 2021 municipal election.
Attachments: [City of Corner Brook - DataFix VoterView Services Agreement VoterView OVS Voter Registration VbM Module VbM Fulfillment- Event 2021 \(002\)](#)

BACKGROUND INFORMATION:

For the 2021 Municipal Election, Council approved proceeding with vote by mail as an alternative voting option. In a Regular Council Meeting on April 26, 2021 Council approved sole sourcing election management services to Datafix. Staff have been working with Datafix to finalize details of the service agreement and are now bringing the agreement forward for Council approval as attached. The Election Management Services Contract will allow staff to proceed with the necessary preparations for the vote by mail portion of the election. Datafix will oversee voter registration for vote by mail, prepare and distribute vote by mail kits to voters and provide other election services.

The base contract price for Election Management Service with Datafix is \$23,450.00. The total cost of the project will be the base contract price plus the incremental cost of the Vote By Mail Fulfillment. It is anticipated the full cost of the service will be in the range of \$35,000-\$40,000.

PROPOSED RESOLUTION:

Be it **RESOLVED** to approve execution of the agreement with Comprint Systems Incorporated (Datafix) for Election Management Services for the 2021 municipal election at the total contract price of \$23,450.00 (plus HST and incremental cost of the VBM fulfillment).

FINANCIAL IMPACT:

The total contract price is undetermined at this time as it will be dependent upon the total number of vote by mail ballots used. The estimated cost of this contract will be in the range of \$35,000-\$40,000)

Budget Code: 01-100-1000-63400

Finance Type: Budget

GOVERNANCE IMPLICATIONS:

Legislation
City of Corner Brook Act

Legal Review: Yes

LEGAL REVIEW:

This agreement has been reviewed by the City solicitor. Recommendations from the City Solicitor are incorporated into the final agreement. A privacy impact assessment of the Voterview software has also concluded.

RECOMMENDATION:

It is staff's recommendation to approve execution of the agreement as presented. Datafix will provide a service that will be extremely beneficial to the City's operation of Vote by Mail.

ALTERNATIVE IMPLICATIONS:

1. Approve the agreement as presented. It is necessary to approve the agreement in order for staff to proceed with training and planning for the vote by mail process and the election in general.
2. Request amendments to the agreement. Delays in approving the contract will delay the implementation of the service.

Legislative Assistant

Approved - 25 Jun 2021

City Manager

ELECTION MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT (the “Agreement”) made in duplicate, is entered into as of, and is effective as of the 23rd day of June 2021 (the “Effective Date”)

BETWEEN:

COMPRINT SYSTEMS INCORPORATED (doing business as “DataFix”)
an Ontario corporation with its registered office at
40 University Avenue, Suite 1010, Toronto, Ontario M5J 1T1

(hereinafter called “DataFix”)

AND:

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

(hereinafter called “Client”)

WHEREAS the Client requires an Election Management System, and Optional Modules as described herein to conduct its municipal election, and desires to engage DataFix to provide said services.

WHEREAS DataFix has an Election Management System, ***VoterView*** that is an Internet-based Application designed to provide election officials with an electronic view of their electoral information, including the ability to make corrections to the Voters’ list as well as to access various voter counts needed for electoral planning, with the capability to provide an electronic copy of all changes to the provincial authority at the end of the electoral event.

WHEREAS DataFix has an optional Module – ***Online Voter Service*** (OVS) where electors can check the voters’ list to ensure they are registered to vote as well as determine their voting location. Based on a query from a voter, a “Yes” or “No”

confirmation will be provided. In addition, the polling location for the address they specify can also be provided.

WHEREAS DataFix has an optional Module – ***Online Voter Registration*** that extends the “Am I on the Voters’ List” to provide an additional option for electors to register online to have their name added to the voters’ list. For electors who receive a negative response from “Am I on the Voters’ List?”, the VoterView Voter Registration module provides an option for the elector to register online.

WHEREAS DataFix has an optional Module – ***Candidate Access Portal***: a self-serve online portal with controlled access for candidates and designates to view real-time elector list data that is applicable to their constituency.

WHEREAS DataFix has an optional Module: ***Vote by Mail on Demand*** and Vote by Mail Fulfillment services to allow voters to request vote by mail kits via an online application: and based on approval of these requests by Election officials, kits are prepared by DataFix and mailed to the electors.

AND WHEREAS the System Requirements and Compatibility are described below:

VoterView List Management

- a) web-based;
- b) support the management of Data throughout the election cycle from receipt of Data to the end of the election;
- c) compatible with current Microsoft Windows Operating Systems, and modern web browsers;
- d) role-based for the purposes of user permission architecture;
- e) user-friendly and intuitive;
- f) passwords are one-way encrypted;
- g) web pages are secured using Transport Layer Security (TLS) 1.2 or higher encryption;
- h) optional two-factor authentication using YubiKey hardware devices and the Google Authenticator app.

Online Voter Services

The URL for this service will be that of the Client and there will be no reference to DataFix. The service will accept HTTP Get, HTTP Post or SOAP requests.

DataFix will provide to the Client the following for the Online Voter Services:

- a) A user interface for the service to be operated by the Client and from the Client's own Website;
- b) Database maintenance;
- c) Query results presented in an XML format;
- d) Example code for the initial set of the Online Voter Service on the Client's website;
- e) Appropriate passwords for operating the Online Voter service.

The Client will be responsible for creating the user interface required, maintaining the web server and hosting the site.

Online Voter Registration

DataFix will:

- a) host the portal;
- b) the Client will provide a URL to DataFix;
- c) DataFix will use the URL to host the portal;
 - the URL can be for example, <https://voterregistration.anytown.on.ca> and should be a completely separate site from the Client's website
- d) a link would be added to the Client's website that takes the voter to the URL hosted by DataFix;
- e) DataFix can brand the portal with the Client's logo, fonts, and colours;
- f) There can also be links back to the client's website;
- g) The hosted model works very well on mobile devices;
- h) The Client will have to create a DNS entry for the new URL and DataFix can assist with this step.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein; and in accordance with the terms and conditions set forth herein, the Parties agree as follows:

This Agreement is intended to identify and confirm the service levels and support technology requirements of VoterView.

DataFix agrees to provide to the Client the following services and support as described herein.

- a) An Election Management System - VoterView
- b) Online Voter services
- c) Online Voter Registration
- d) Candidate Access Portal
- e) Vote by Mail Module
- f) Vote by Mail Fulfillment services

1.0 DEFINITIONS

1.1 In this Agreement:

“Additional Services” means the Services not included in the contract price, and where additional fees are applicable;

“ATIPPA” means the Access to Information and Protection of Privacy Act 2015, SNL 2015 Ch A-1.2

“Confidential Information” includes any and all information and documentation, in whatever form, which is confidential in nature, and which is accessed or obtained by one or both Parties as a result of this Agreement, and shall include without limitation the following:

- a) Any information concerning this Agreement or any municipal election for which the Services are provided hereunder;
- b) Any information concerning the affairs, operations, processes, know-how, suppliers, plans or intentions of the disclosing Party or of any member of a

Party's Group, including, without limitation, any information which is not generally known to the public, or which has been specifically identified as confidential or proprietary by the disclosing Party;

- c) Any information that would be included within the definition of personal information as set out in the Access to Information and Protection of Privacy Act (ATIPPA); and
- d) Data;

Despite the foregoing, Confidential Information shall not include:

- i. information not obtained from the Client, which is in, or becomes part of, the public domain, not due to DataFix breach of this Agreement or DataFix actions;
- ii. information which was previously in DataFix's possession and did not originate from the Client;
- iii. information which lawfully becomes available to DataFix from a third party not under an obligation of confidence to the Client regarding such information;

"Contract Price" means the amount ascribed under section 13.1 and payable by the Client to DataFix for the Services;

"Change Order Request" means a written notice from the Client to DataFix to add certain requirements/services which are outside of the scope of the Agreement and to which additional fees are applicable;

"Critical Election Period" includes advance voting dates together with the Election Day;

"Customization" means the selection of a specific change to VoterView or any of its additional Event Based Functionality (Optional Modules), made by the Client in order for the Client to meet its desired goals, and where the change is Client specific and unique to the Client, and where additional fees are applicable;

“Data” shall include all information in VoterView including but not limited to:

- a) a list of names and addresses of eligible voters for an Election or By-Election prepared and provided by the provincial authority to carry out a municipal election; and
- b) any Client supplied data including without limitation data inputted by the Client respecting candidate information, election worker information, voter registration, ward and polls information, and location;

“Effective Date” means the date written above;

“Online Voter Services” or **“OVS”** means an online interface for electors to check to find out if they are on the voters’ list, obtain information about their voting locations, and learn about their candidates.

“Online Voter Registration” means the extension of the OVS for electors that receive a negative response from “Am I on the Voters’ List?”. The Voter Registration module provides an option for those electors to self-register online to be added to the voters’ list.

“Parties” means the Client and DataFix and **“Party”** means one of them or any of them, as the context requires;

“Personal Information” means all of the information provided by the provincial authority and stored in VoterView with respect to the determination of eligible electors, including their names, property and mailing addresses, the Data, the elector list of the Client as it is compiled from time to time during the Term of the Agreement, the names and other personal information of all who are designated as Users, and all related files and records stored on any equipment used by DataFix and all information that would be classified as personal information under the ATIPPA;

“Services” means all the Services to be provided by DataFix to the Client under this Agreement, and includes privacy and security requirements in relation to the provision of such services;

“Term” has the meaning ascribed under section 11.1;

“Third Party Print File Preparation Fee” means any customization required to DataFix standard file layout to create customized printable data files for use by a third-party printing company;

“Training” means the training environment in VoterView, all training guides and any other documentation or material pertaining to the functions and features of VoterView and provided through the on-line facilities;

“Training – Customized and In Person” means any customized on-site training requested by the Client and delivered by DataFix at the offices of the Client, to be scheduled at such time and for such duration as mutually agreed to in advance between the parties, and at additional cost;

“Update” means a fix, patch or such other minor improvement, enhancement, modification or expansion of VoterView as well as major revisions to and new versions of VoterView as part of the Services and for which DataFix does not impose a separate fee;

“Vote by Mail” means the ability for all eligible electors to receive a Vote by Mail Kit by mail to cast their vote;

“Vote by Mail options” means the DataFix implementation models, for example: full end to end, individual on demand and batch on demand;

“Vote by Mail on Demand” means the In-take module (software) required for electors to request a vote by mail kit through an online application.

“VoterView” or “Application” or “Election Management System” means the web-enabled application that has been architected from the ground up to be secure, scalable, and flexible and is a fully featured Election Management System;

“Voting Period” means the hours designated by the Client during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

2.0 PROVISION OF SERVICES AND AUTHORIZED USES

- 2.1 DataFix agrees to perform the Services and its other obligations in accordance with the terms of this Agreement and all applicable laws (including, without limitation, the provisions of the Access to the Information and Protection of Privacy Act (ATIPPA) and all other applicable privacy and personal information laws).
- 2.2 DataFix will at all times maintain care, skill and diligence in performing its obligations under this Agreement.
- 2.3 DataFix represents to the Client that VoterView complies with all applicable requirements for provincial and municipal election laws at the time of delivery.
- 2.4 DataFix hereby grants to the Client and to those designated by the Client access to VoterView.
- 2.5 The Client will have full control for creating and issuing usernames and passwords for designated persons within the Client's organization.

3.0 USER MANAGEMENT AND APPLICATION CONFIGURATION

- 3.1 DataFix will provide the Client with an initial account with Administrator-level access. With this account, the Client's Administrator can create users and assign the required access levels.
- 3.2 The Client's Administrator is fully responsible for:
 - a) configuring the Application through the Administration Tab in VoterView;
 - b) adding Users and creating User Groups as needed;
 - c) deleting users;
 - d) identifying authorized contacts: primary, secondary and alternate for the electoral event;
 - e) updating email addresses and telephone numbers; and

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- f) keeping all information in User Management current to ensure authorized Users receive email communication.

4.0 DATA

- 4.1 The Data for the Client will be stored in datacenters that are in Canada. At no time will DataFix store Data outside of Canada.
- 4.2 DataFix will maintain a separate physical database for the Client to ensure that the Client can only access its own Data.
- 4.3 DataFix will regularly upgrade and update the Application. If it is necessary to interrupt service, DataFix will provide at least 24 hours prior notification wherever possible, and interruptions shall be scheduled to minimize their impact on Users.

5.0 DATA SECURITY AND PRIVACY

- 5.1 The data provided by Elections Newfoundland and Labrador is classified as high security and is also protected under the Privacy Act and the Elections Act, 1991. DataFix will treat this data as if DataFix were also subject to the Privacy Act. It will be safeguarded while in our possession and kept securely both in electronic and transfer media (CD) form.
- 5.2 The Client will provide the Voter Data to DataFix and DataFix understands that it is imperative that the Permanent List of Electors data not be copied for uses other than the project described with the Client and only be used for electoral purposes. It will not be used for any purposes other than the Municipal Election event. The contents of the file will not be disclosed to any other party or person for any reason.
- 5.3 DataFix shall comply with all of the confidentiality, security and privacy requirements set out in this Agreement (including, without limitation, the requirements of this Section 5, and any Additional Security and Privacy Requirements) with respect to the Voter Data. To the extent DataFix possesses any Voter Data in any form, medium or device during the Term of

this Agreement or after, the foregoing obligations shall survive and continue to be in legal effect.

- 5.4 Once the Voter Data is provided to DataFix, the Voter Data will be stored at DataFix's primary site. DataFix's primary site is locked and restricted to only DataFix employees. All data that flows in and out of the primary site and other equipment is encrypted and otherwise protected against access by, or disclosure to any other party.
- 5.5 DataFix will ensure that Enhanced Reliability is in place for all contract employees who will have access to the Permanent List of Electors data.
- 5.6 DataFix shall limit access to Personal Information to its authorized representatives who have a clear need to know in order to provide the Services. DataFix shall ensure that such representatives have agreed to protect the confidentiality and security of the Personal Information to at least the extent provided by this Agreement and DataFix shall properly advise such representatives of the requirements under this Agreement.
- 5.7 If DataFix becomes aware of or reasonably suspects that there has been any unauthorized or improper access to, use or disclosure of any of the Personal Information (a "Security Incident"), DataFix will notify the Client forthwith and, take all reasonable steps to mitigate the Security Incident.
- 5.8 Without limiting any other provision in this Agreement regarding the security of information, DataFix shall have in place reasonable policies, procedures and safeguards to protect the confidentiality and security of the Personal Information. DataFix shall ensure the physical security of the Personal Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure, disposal, loss or modification.
- 5.9 DataFix shall ensure that its employees are aware of their obligations regarding data security and privacy under this section 5.

6.0 HOSTING

- 6.1 DataFix uses a hybrid solution for the hosting of the Application that consists of a mix of DataFix colocation hosting environments and Azure cloud-based hosting services. All datacenters are located within Canada and at no time will any Data be stored outside of Canada.
- 6.2 All data that flows in and out of the hosting locations and all data at rest is strongly encrypted and otherwise protected against access by, or disclosure to, any non-authorized party.
- 6.3 A Disaster Recovery (DR) site containing a regularly updated copy of the Data will be maintained by DataFix. The DR site can be quickly activated and is fully capable of scaling to meet high demand. Data backups will be tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. Data backups will be performed by DataFix no less frequently than every sixty (60) minutes.
- 6.4 DataFix will ensure that the data center and servers containing the Data meets the following physical and electronic security requirements:
- a) single point of entry;
 - b) main access monitored with additional access for emergency purposes only;
 - c) access validation with identity check;
 - d) access only to persons on DataFix approved access list;
 - e) log-in validation;
 - f) creation of accounts only as verified by DataFix;
 - g) access to servers via encrypted means; and
 - h) servers running behind secure firewalls.

7.0 WARRANTIES

- 7.1 DataFix represents and warrants the following which shall remain true and accurate until the expiration or effective termination of this Agreement:

-
- a) DataFix shall take all reasonable steps to ensure all computer and telecommunications hardware and software are operational 24 hours a day, 7 days a week;
 - b) The Application will always be normally available except when essential maintenance is required;
 - c) During the Critical Election Period, essential maintenance will be performed during off-peak hours, to minimize any disruption to the Service;
 - d) The availability of 99.9% per full calendar month (30 days) excluding scheduled maintenance or installations shall be deemed as fully compliant for the purpose of the VoterView service level commitment;
 - e) Failures at the firewall or web server level will initiate automatic failovers within no more than ten seconds. If a switch is required to the fully functional backup site location the system will be available to all users within five minutes of the original interruption;
 - f) DataFix will monitor the Application's availability and safeguard against the Application hanging or loss of connectivity to the database;
 - g) DataFix will notify the Client forthwith of any server/application downtime. A live availability status page for VoterView is available at <http://status.voterview.ca>;
 - h) DataFix has full right, power and authority to enter into this Agreement and to perform its obligations under it;
 - i) DataFix is not under any obligation, contractual or otherwise, to request or obtain the consent of any person in order to enter into this Agreement and to perform DataFix's obligations under it;
 - j) DataFix is a corporation, duly organized, legally existing, in good standing and has not been dissolved under the laws of the Province of Ontario;
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- k) DataFix has the necessary corporate power to own its properties and assets and to carry on its business as it is now being conducted and to enter into this Agreement;
 - l) DataFix is not a party to, or bound by any indenture, agreement (written or oral), instrument, license, permit or understanding or other obligation or restriction under the terms of which the execution, delivery or performance of this Agreement will constitute or result in a violation or breach or default.

8.0 OWNERSHIP OF INFORMATION

- 8.1 As between the parties, DataFix will, and does retain all rights, titles and interests (including, without limitation, all Intellectual Property Rights) associated with its products and services.
- 8.2 *The Client Retains Control over the Data:* The Client is only transferring physical custody of the Data to DataFix, not control of that information, and the authority over the use, disclosure, access, destruction and integrity of the Data remains with the Client.
- 8.3 While this Agreement is in effect, and at all times thereafter, DataFix and any officers, employees or agents of DataFix shall not use, publish or disclose any information, data, research, documents, photographs or materials discovered or produced by DataFix in the performance of this Agreement without first obtaining written permission from the Client.
- 8.4 Any materials, and supplies provided by the Client to DataFix for use in the performance of this Agreement shall remain the property of the Client and shall be returned to the Client upon request.

9.0 TRAINING AND SUPPORT

- 9.1 **Training:** DataFix shall provide the following to the Client as part of the Contract Price set out in this Agreement:

-
- a) a training environment;
 - b) training on all the Application functions and features through the on-line Webinar facilities;
 - c) on-line help facilities;
 - d) user guides and other training documents pertaining to the use of the Application, posted in the Forms/Document Library);
 - e) webinars;
 - f) web collaboration for screen interaction and telephone for voice communication;
 - g) online and video-based demo;
 - h) training and support from time to time during the term of this Agreement (i.e., be available to answer questions via email and telephone; and
 - i) GoToMeetings as needed.

9.2 **Customized Onsite Training:** DataFix can provide customized on-site training at a rate of \$2,500.00 per day plus applicable taxes.

9.3 **Support:** As part of the Contract Price in this Agreement, DataFix shall provide the following support services to the Client, where issues can be resolved usually within 24 hours.

9.3.1 E-Mail Support shall comprise of e-mail access and response:

- (a) E-Mail link to DataFix support team at support@voterview.ca

9.3.2 Telephone Support: Toll-Free (866) 334-3824 or (416) 363-8170 extension 249.

9.3.3 DataFix's normal business hours are from 8:00 AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays. DataFix will provide support outside its normal business hours during advance poll dates and Election Day.

9.3.4 During the critical election period, which includes advance voting dates and Election Day itself, the guaranteed response time will be 15 minutes from receipt of the request by telephone, voicemail or email.

9.3.5 DataFix will provide advice and support prior to the advance voting period, with the guaranteed response time of no longer than 60 minutes from receipt of the request by telephone, voicemail, or email.

10.0 ADDITIONAL SERVICES AND CHANGE ORDER REQUEST

10.1 The Client acknowledges that DataFix may have other services available for use by the Client that are not set out in this Agreement and are not included in the Contract Price. These additional services are listed in **Schedule A** attached to this Agreement. The parties agree that the request, provision and responsibility for payment of any such additional services that may be delivered by DataFix to the Client shall be authorized only by way of submitting a written Change Order Request. A sample is attached to this Agreement as **Schedule B**.

10.2 No oral agreements between persons will be binding on either DataFix or the Client unless and until a Change Order Request has been approved, and until such approval has been received, each Party will continue to perform its obligations under the Agreement as if the change had never been proposed.

10.3 Upon receipt of the fully executed Change Order Request, DataFix will be authorized to commence the Change.

10.4 Despite any other provision in this Agreement, Change Order Requests signed by both parties shall be deemed to be duly authorized amendments to the Agreement.

11.0 TERM OF AGREEMENT

11.1 The term of this Agreement will commence on the date first written above and will come to an end on December 31, 2024.

12.0 DATA DESTRUCTION

12.1 Until such time as the Client makes a request in writing to DataFix to delete and destroy the Data, DataFix will continue to store the Client's Data safely and securely.

12.2 At the Client's request to delete and destroy all the Data, DataFix will permanently and securely delete and destroy the Data and all associated records in its possession.

12.3 This deletion will be performed in a manner that is appropriate for the types of media involved so that the Data or any portion of it cannot be retrieved, accessed or used by DataFix for any other purpose. After complying with this provision, DataFix shall deliver to the Client a declaration in writing confirming the deletion and destruction of the Data and all associated records.

13.0 CONTRACT PRICE

13.1 In consideration for the Services and other obligations to be performed by DataFix under this Agreement, the Client will pay DataFix a fee of **CAD\$23,450.00** not including applicable taxes (the "**Contract Price**").

13.2 The Contract price will include:

- a) VoterView \$10,000
- b) Optional Modules

The Client has subscribed to the following Optional Modules:

- Online Voter Services \$2,850
- Online Voter Registration \$3,100
- Candidate Portal \$2,500

-
- Vote by Mail Module \$5,000
An In-take module (software) to manage VbM online applications

14.0 Vote by Mail

Estimated 4,500 kits - **Note: Fee for the VbM Fulfillment will be added via an Addendum to this agreement.**

14.1 Vote by Mail Fulfillment

Based on the number of Vote by Mail application requests received and approved by the Client for mailing, DataFix will prepare, print, insert and induct Vote by Mail kits for each elector approved to receive a kit. The VbM kits will be inducted at a Canada Post facility, on the agreed to mail drop date.

Each voter kit will consist of the following:

- a) Outer Envelope – 24 lb. white wove 4 1/8 x 9 1/2 with double window printed black
- b) Return Envelope (Business Reply) – 24 lb. Canary (yellow) 4" x 9" with double window printed black
- c) Secrecy envelope – 24 lb. white wove 3.75" x 8.75" non-window printed black
- d) A composite hand count Ballot – 8.5" x 11"
- e) Voter declaration/Instruction letter – 8.5" x 11" with a horizontal perforation

14.2 Responsibility of the Client

To prepare and guarantee that the Vote by Mail kits are processed and inducted at a Canada Post facility to meet the in-house delivery dates, a number of items must be provided by the Client to DataFix. All of these requirements along with their cut-off dates will be posted on the VoterView application home page. To ensure a smooth transition it is imperative that the dates are respected.

It is the Client's obligation to provide all the postal requirements outlined below as well as meet the cut-off dates posted on the application home page.

Requests received after the cut-off dates may be subject to additional processing fees.

14.3 Artwork for Postal Indicia/Canada Post Customer Number

The Client will be responsible for providing to DataFix, the following Canada Post items to create the Voter kits:

- a) Business Reply Permit: A Canada Post approved artwork and permit number for use on the yellow Election Return Envelope
- b) Standard Lettermail Customer/Agreement to cover postage cost for mailing the Voter kits

Note: The Client will be invoiced directly by Canada Post for all postage usage, i.e., outgoing and the return of business reply mail items.

14.4 Camera Ready Artwork

The Client is responsible for providing DataFix with the required Camera-Ready Artwork of its municipal logo as well as the return address to be displayed on the voter kit. Artwork must be provided electronically and must meet the required specifications.

14.5 Blank Kits Request

Requests for blank kits and appropriate volumes must be provided to DataFix by the specified due date. Requests received after the cut-off dates may be delayed since priority will be given to the processing of the outgoing mail kits.

14.6 Mail Drop Date Selection

Request for mail drop dates and cut-offs will be posted in the VoterView application. Mail drop date selection will be granted on a first come first served basis. Requests received after the cut-off date will be assigned the next available print window.

Note: DataFix will ensure that all mail items are deposited with Canada Post to meet the in-house delivery dates.

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- 14.7 The parties agree that the Contract Price are for payments required to be made by the Client to DataFix for the purchase of its authorization for the use of VoterView and of the Services as set out in this Agreement.

15.0 FEE AND PAYMENT TERMS

- 15.1 The Client agrees to pay DataFix the fee noted as the **Contract Price** in section 13.1
- 15.2 The Client agrees to pay DataFix any additional fees for Services obtained through the Change Order Request process.
- 15.3 The Client shall pay in addition to the fee stated above, any taxes applicable to the provision of such Services.
- 15.4 The fees payable to DataFix pursuant to section 13.1 follows, and ***DataFix will send an invoice to the Client per the payment schedule below:***
- 15.4.1 Payment 1 \$9,000 within 20 days of receipt of a signed Agreement
 - 15.4.2 Payment 2 \$13,000 in July 2021
 - 15.4.3 Payment 2 \$1,450 in October 2021
 - 15.4.4 Payment 3 All of the remaining balance in December 2021

16.0 LATE PAYMENT

- 16.1 Payment term is net 30 days.
- 16.2 Any fee or portion thereof not paid on the date on which it is payable shall accrue interest charges of 1.5% per month.

17.0 INDEMNIFICATION AND LIMITATION OF LIABILITY

- 17.1 DataFix hereby agrees to indemnify and save harmless the Client, its agents, servants, and employees from and against any losses, liabilities and expense reasonably incurred by the Client that arise out of the performance by DataFix of this Agreement, a breach by DataFix of this Agreement (including, without limitation, a breach of any of the confidentiality, security, and privacy provisions of this Agreement) by DataFix, or its employees and agents.

17.2 Except for any wilful misconduct, negligence, or breach of agreement by DataFix, DataFix's total aggregate liability for any loss or damages under or in connection with this agreement, howsoever arising shall in no circumstances exceed the total dollar amount of the agreement.

17.3 Neither Party shall be liable for any loss of profits, loss of business, or any other indirect, incidental, punitive, special, or consequential loss or damage whatsoever, howsoever arising, incurred by the other party or any third party, whether in an action in the contract, negligence, or other tort, even if the parties or their representatives have been advised of the possibility of such damages.

17.4 This section 17 will survive the expiration or termination of this Agreement.

18.0 CONFIDENTIALITY

18.1 The confidentiality obligations set out in this section 18 are in addition to DataFix's obligation to comply with the Access to Information and Protection of Privacy Act (ATIPPA), all other applicable privacy and personal information laws and any other security and privacy obligations set out in this Agreement.

18.2 DataFix will not use or reproduce the Confidential Information other than as reasonably required for the performance of the Services under this Agreement. DataFix will not, without the prior written consent of the Client given on such terms and conditions as it prescribes in its sole discretion, disclose or allow access to the Confidential Information to any person, except to only those of its own employees who have a need to know the Confidential Information solely for the provision of the Services, and who have been advised of its confidential nature and have agreed to be bound by the confidentiality and restricted use provisions in this section. DataFix will take all reasonable precautions against the Confidential Information being used by or disclosed to any unauthorized person.

18.3 DataFix shall return all copies of the Confidential Information to the Client, in all tangible forms and media, and delete all Confidential Information resident in any databases or systems, upon the earliest of the following dates:

-
- a) termination of this Agreement; and
 - b) written request from the Client for return of the Confidential Information.

18.4 DataFix shall ensure that its employees, any subcontractor or agent retained by DataFix to perform obligations under the agreement are aware of their obligations of confidentiality under this section 18.

18.5 Any reference to DataFix includes any subcontractor or agent retained by DataFix to perform obligations under the agreement and DataFix will ensure any such subcontractors and agents comply with these provisions regarding Confidential Information.

18.6 **Notice of Non-Compliance:** DataFix will immediately notify the Client in writing of any non-compliance or anticipated non-compliance with this Agreement and will further inform the Client of all steps DataFix proposes to take to address and prevent recurrence of such non-compliance or anticipated non-compliance.

18.7 This section 18 shall survive the expiration or earlier termination of this Agreement.

19.0 UNAVOIDABLE DELAY

19.1 For the purpose of this Agreement, an “Unavoidable Delay” means any circumstance not within the reasonable control of the Party affected.

19.2 If an Unavoidable Delay occurs, DataFix shall give written notice to the Client, specifying the nature and extent of the event of the Unavoidable Delay, as soon as reasonably practicable after becoming aware of the event of the Unavoidable Delay.

19.3 DataFix shall use all reasonable diligence to mitigate the cause and the result of the event of the Unavoidable Delay and to remedy the situation and resume its obligations under this Agreement.

20.0 TERMINATION

20.1 The Client may terminate this Agreement if DataFix is in breach of any term of this Agreement and the breach is not cured within five (5) days of written notice by the Client.

21.0 GOVERNING LAW

21.1 The parties agree that, at all times, this Agreement is governed by and construed in accordance with the laws of the Province of Newfoundland, Canada and the federal laws of Canada applicable therein. Each party represents and warrants to the other party that, as of the Effective Date, it has full power and authority to enter into and provide the Services set out in this Agreement.

DATAFIX/COMPRINT SYSTEMS INCORPORATED:

| | |
|------------------------|--|
| By: _____ Signature | <u>Hortense L. Harvey</u> Print Name |
| | <u>National Director, Client Services</u> Print Title |

CITY OF CORNER BROOK:

| | |
|------------------------|-------------------------------------|
| By: _____ Signature | <u>Marina Redmond</u> Print Name |
| | <u>City Clerk</u> Print Title |

SCHEDULE A - PROFESSIONAL SERVICES

While most of our clients use the out of the box solution, at times, customization may be required to support specific operational and business processes that are unique to the client.

Any customization or additional Services will require a Change Order Request, as described in section 10 of this Agreement. These additional Services may be subject to additional fees.

These Services include, but are not limited to:

1. Customized onsite training
2. Customizations to any application including but not limited to: VoterView, additional Event Based Functionality: Election Worker Management/Worker Portal; Voting Place Management; Candidate Access Portal: Online Voter Services (OVS); Online Voter Registration
3. Custom data file preparation and processing
4. Custom print files/extracts: creating of custom print files or extract to be used by a third party
5. Bulk data processing/updates
6. Request to load additional data sources to VoterView (data not issued by the provincial authority)
7. Client's Alterations to Election Related Print Products: Alterations are defined as deletions, additions, or other revisions made by the Client to the content/structure of the document, resulting in the preparation of new proofs (*usually after final proof delivery*)
8. Setting up and support of mock elections
9. Mock Unofficial Election Results
10. OVS Modifications
11. New or modified API calls (OVS)

SCHEDULE B – CHANGE ORDER REQUEST FORM

CHANGE REQUEST IDENTIFICATION:
MUNICIPALITY NAME:

AND



Requestor Information

Requestor Name: _____ Title: _____
Phone Number: _____ E-mail: _____
Signature: _____ Date of Request: _____

Change Information

Priority Level (circle one): _____ Low _____ Moderate _____ High

Desired Implementation Date: _____

Description of Change: *Provide a brief overview of the change (requestor)*

Reason(s) for Change Requested:

State why this change is required

What will be the impact if the change is not implemented? (requestor)

Please do not use the space below.

Time Required to implement the Change:

Cost of the Change:

Impact on Schedule and Staffing:

Identify any impacts on various aspects of the project (i.e.: Schedule; Scope; Cost; Quality)

Assessment/Comments:

Recommendations

☐ Approved as ☐ Approved with ☐ Rejected
Requested Changes

Name and Title _____ Signature _____

Name and Title _____ Signature _____

Date: _____ Date: _____



Request for Decision (RFD)

Subject: Advance Poll Dates

To: Marina Redmond
Meeting: Regular Meeting - 28 Jun 2021
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: Approval of dates of the advanced polls for the 2021 municipal election.

BACKGROUND INFORMATION:

Section 26 of the Municipal Election Act, authorizes Council to establish up to two advance poll dates for the municipal election. Advance Poll dates must be held within the two weeks (14 days) prior to Election Day. Traditionally Council has held one advance poll however given the challenges with the pandemic, staff are recommending two advance poll dates. The addition of an additional advance poll day should help to improve voter turnout and raise awareness. Additionally, it will help streamline crowd control and will allow for more efficient social distancing in keeping with COVID-19 guidelines.

In accordance with the Act the second advance poll date must be held on the Saturday immediately preceding Election day (Sept 25, 2021), The first advance poll date must be held prior to September 25th but no earlier than September 14th. Staff is recommending holding the first advanced poll on Tuesday, September 21st.

Advance Polls shall be held at the Corner Brook Curling Club.

PROPOSED RESOLUTION:

Be it **RESOLVED** in accordance with Section 26 of the Municipal Election Act, to hold two advanced polls for the 2021 municipal election on Tuesday, September 21st, 2021 and Saturday, September 25th, 2021 from 8:00 a.m. to 8:00 p.m.

FINANCIAL IMPACT:

Election Officials will have to be retained to administer the advance poll. Costs associated with operating advanced polls would fall under the Election budget.

Budget Code: 01-100-1000-63400

Finance Type: Budget

GOVERNANCE IMPLICATIONS:

Legislation
Municipal Elections Act
26(1) & 26(2)

RECOMMENDATION:

It is staff's recommendation to approve two advanced polls for the 2021 municipal election and to approve the dates for these advanced polls

ALTERNATIVE IMPLICATIONS:

1. Approve staff's recommendation.
2. Choose an alternate advance poll date for the first Advance Poll.
3. Choose to do only one advance poll.

Staff is unable to hold an advance poll on September 15th or September 22nd as the 2021 Tax Sale Auction is scheduled for those dates.

City Clerk
Executive Assistant

Approved - 24 Jun 2021
Approved - 24 Jun 2021

City Manager