



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 July 17, 2023 at 5:00 PM. City Hall Chambers.

CITY CLERK

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	2.1 Approval of Agenda
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8 IN CAMERA SESSION IMMEDIATELY FOLLOWING THE MEETING

9 ADJOURNMENT

The meeting adjourned at

Land Acknowledgement

We respectfully acknowledge the City of Corner Brook as the ancestral homeland of different populations of Indigenous people. We also acknowledge with respect, the rich histories and cultures of the Beothuk, Mi'kmaq, Innu and Inuit of the Province of Newfoundland and Labrador

MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 19 JUNE, 2023 AT 12:30 PM

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director of Community Engineering Development and Planning
Councillors:	P. Gill	T. Flynn, Director of Protective Services
	B. Griffin	S. Maistry, Director of Finance and Administration
	P. Keeping	<i>J. Smith, Acting City Clerk</i> <i>K. Patten, Director of Recreation Services</i>

Absent with regrets: Councillor V. Granter, Councillor C. Pender, D. Burden, Director of Public Works, Water & Wastewater

23-91 Land Acknowledgement

Councillor P. Gill read the Land Acknowledgement.

23-92 Approval of Agenda

On motion by Councillor P. Gill, seconded by Councillor B. Griffin, it is RESOLVED to approve the agenda as circulated. MOTION CARRIED.

23-93 Todd Street Road Closure – Hew and Draw Hotel

Deputy Mayor L. Chaisson inquired about charging for the proposed street closure. Staff advised that there was no proposed charge.

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is RESOLVED to charge a fee for the proposed street closure.

Councillor P. Gill inquired as to what the revenue is that the City makes off of the sidewalk patios and suggested that we did not charge for any sidewalk or road use for downtown business for the purpose of outdoor patios. Staff advised that the number of patios is minimal so therefore the revenue would be fairly low.

The Deputy Mayor subsequently withdrew the previous motion and made the following motion:

On motion by Deputy Mayor L. Chaisson, seconded by Councillor P. Gill, it is RESOLVED to waive any fees for leases and uses on sidewalk and/or roads for the purpose of outdoor patio area. MOTION CARRIED.

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is

RESOLVED to approve the closure of Todd Street, as shown on the attached safety plan, from July 1st, 2023 to September 30th, 2023. MOTION CARRIED.

ADJOURNMENT

The meeting adjourned at 12:57 p.m.

City Clerk

Mayor

MINUTES OF A COMMITTEE OF THE WHOLE OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 26 JUNE, 2023 AT 5:30 PM

PRESENT:

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Charters, Director Community Engineering Development and Planning
Councillors:	V. Granter	T. Flynn, Director of Protective Services
	P. Keeping	S. Maistry, Director of Finance and Administration
	C. Pender	K. Patten, Director of Recreation Services
		G. Manning, Legislative Assistant
		J. Alexander, Sergeant-At-Arms

Absent with regrets: Councillor P. Gill, Councillor B. Griffin, D. Burden, Director of Public Works, Water and Wastewater, J. Smith, Acting City Clerk

COW23-67 Land Acknowledgement

Deputy Mayor L. Chaisson read the Land Acknowledgement.

COW23-68 Approval of Agenda

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

COW23-69 Approval of Minutes

On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is RESOLVED to approve the minutes of the Regular Meeting on June 12, 2023. MOTION CARRIED.

COW23-70 Business Arising From Minutes

- Councillor Pender requested an update on when the Asphalt Paving Program would begin. The Director of Community, Engineering, Development and Planning advised it is expected to start early to mid July.
- Councillor Pender asked for confirmation that business would not be charged for utilizing City sidewalks and/or roads for outdoor patio area. The Mayor confirmed that a motion was made at the previous Council Meeting of June 19 to waive any charges.
- Councillor Pender expressed concerns regarding the O'Connell Drive/McLeod's Lane intersection being the new ATV Route. The Director of Community, Engineering, Development and Planning indicated that staff will be placing cones to mitigate safety concerns at that intersection.

COW23-71 Capital Project and Engineering Committee Updates

Councillor C. Pender presented an update on Capital Projects and Engineering as follows:

- Recreation Centre - Project is 70% complete, work is ongoing for the pool areas, drywall is being installed throughout, interior masonry nearing completion, electrical and mechanical work is ongoing, structural steel for reinforced bays is near completion and the exterior fascia brick and steel siding work has started.
- Mt Bernard Avenue Reconstruction - Work includes new underground infrastructure, curb/gutter, side walk (1 side) and asphalt. Piping and milling work has been completed in areas and curb work is ongoing. Base course asphalt to be done in next 2 weeks for completed sections. Anticipated completion date of November 2023.
- Great Trail Enhancement Phase 1 - Work commenced May 23rd, 2023 and so far the trail has been scarified, ditched and had subgrade installed from Hilliard's Road to McLeod's Lane and next will be the section from Curling Street to Petries Brook. The two bridge abutments are excavated and prepped for the footing. Anticipated completion date is the end of August 2023.
- Bell's Brook Culvert - The concrete headwall is now complete. The contractor is in the process of site remediation. Top soil is being placed this week. Project is on schedule to be completed by June 30th.
- Asphalt Paving Program- Contract is awarded to Marine Contractors. Pre-construction meeting was held on June 22nd and paving is expected to start early to mid-July.

COW23-72 Protective Services Statistics for month of May 2023

Councillor V. Granter provided an update on Protective Services Statistics for the month of May 2023 as follows:

- Municipal Enforcement received 121 calls for services;
- Corner Brook Fire Department received 33 calls for service;
- The Public Safety Answering Point (PSAP) received 6,607 calls, of which 2,963 were transferable.

COW23-73 2023 Public Works Summary June 26, 2023

Deputy Mayor L. Chaisson provided an update on the Public Works Operations as follows:

- Two street sweepers working on day shift, one on evening and night shift;
- Line painting was completed in the five day period of June 13th-June 17, 2023;

- Playground and field maintenance is underway;
- General Maintenance and repairs in progress including curb and manholes, grass cutting and guide rails;
- received 150 service requests in May for Lawn (52), Curb (19) and Sweeper (15) and 61 service requests so far in June for Road Repair (27), Pothole (14) and Curb (12).

COW23-74 Water and Wastewater Work Summary April 25th to June 20th, 2023

Deputy Mayor L. Chaisson presented an update on Water and Wastewater Operations from April 25th to June 20th as follows:

- received a total of 154 complaints;
- there were 38 media releases for emergency water outages and road closures;
- recoverable works totaled \$27147.47;
- completed 17 water & wastewater repairs (3 curb stop repair, 2 new services, 3 sewer lateral repairs, 1 sewer main repair, 1 sewer tie in, 2 water main leaks, 6 water service leaks, and 3 lift station repairs);
- Splash Pad – Completed spring start-up and was opened June 21st;
- Pressure Reducing Stations – Completed annual service on six stations. with one station remaining;
- Annual Hydrant Maintenance – Started first round on May 23rd and 285 hydrants have been done to date;
- Annual Watermain Flushing – Started May 23rd and 5 zones have been completed
- Annual Sanitary Sewer Flushing – Completed 3 areas on the Eastside and are currently working on the Westside;
- Chlorination Stations (Trout Pond) – Completed annual maintenance and installed new insertion flow meter;
- Provided support to Capital Works Projects - commissioning of Citadel Dr. PRV Station (new piping switch over) and Mt. Bernard Ave. reconstruction (valves installation on Westside feeder);
- Completed Scada system upgrade at Public Works Depot;
- Upcoming maintenance includes: Bio-Green Wastewater Treatment Station (Riverside Dr.) upgrade – two treatment cells, 17 watermain valves are scheduled for repair, annual servicing for 10 sanitary sewer lift stations and installation of new flow meter on the waterline to the Corner Brook Pulp & Paper Mill.
- Water Treatment Plant maintenance is ongoing as follows: Annual service of Chlorination Equipment, Inspection of Fall Protection Equipment, Annual service of Chlorine Analyzers, Cleaning of media filter #3 (Sodium hypochlorite scrub) and Inspection of Flash Mix Chamber.

COW23-75 Development, Planning and Community Services

Deputy Mayor L. Chaisson presented an update from Development and Planning and Community Services as follows:

Development and Planning

- 8 Grenfell Drive (Gas Station) - drawings submitted, permits to be issued this week;
- 18 Park Street (Parkwest Restaurant - Old Sorrentos) - permit issued for outdoor patio space at rear of building and staff are waiting for drawings of the interior work;
- 21 Mount Bernard Ave (Apartment Building/Old Presentation School) - development approval has been granted, traffic impact assessment has been requested from the building owner, drawings to be submitted for review;
- 4a Herald Avenue (Robins Donuts) - all permits issued, building is nearing completion, site work has begun to create new access to Herald Ave and occupancy should be issued within a month;
- 106 West Street (Western Star Building - Conversion to Apartment Building) - permit issued for foundation upgrades to accommodate multiple stories, permits issued for structural steel which is now complete and framing has started;
- 1 Mount Bernard Avenue (Sobeys) - interior renovation work is progression and permits have been issued;
- 71 Humber Rd - Partially Vacant Building - major renovation proposed, 6 Unit apartment building and 1 commercial space, foundation permit issued.

New IMSP and Development Regulations

- Council has now been given the opportunity to see the draft report and has provided [REDACTED] input on the document;
- Next steps will be for staff to review comments submitted by Council and to prepare a response;
- Staff will request that the consulting team provide an information session for Council to discuss the draft document and to answer any questions.

Business Development

- YOLO Nomads Project (Remote Working) - Destination Hub is now active (<https://www.yolonomads.com>);
- Façade Appeal Comprehensive Enhancement (FACE) Program - several projects were approved and program funding was exhausted in April and program has been successful, staff are hoping to have increased funding for the 2024 program;
- Assistance for Women Entrepreneurs of Small or Medium Enterprises (AWESOME) - two applications have been received so far and business are being encourage to reach out to our Business Development officer for program details.

Sustainable Development

- the position for Sustainability Coordinator is currently vacant and needs to be filled;
- The Geodesic Greenhouse construction is now complete and public are encouraged to visit;
- will house programs and education surrounding community food, local growing practice as well as new innovations in growing technology in Northern regions.

COW23-76 Recreation and Tourism Update

Councillor P. Keeping presented an update from Recreation and Tourism as follows:

- Ice was removed from the Main arena on May 8th and finished on the Kinsmen arena on June 4th;
- Minor Ball Hockey league started for U9, U11, U13 and U15. and will continue until the last week of July, as will Senior Ball Hockey;
- the Civic Centre has hosted many graduations and events including a partnership with the Association for New Canadians to host the Philippines Independence Day event, The Special Olympics Corner Brook for Law Enforcement Torch Run and the FMX Moto Cross World Tour which entertained a near capacity crowd;
- Public Events for the Summer at the Civic Centre include: Psychic Medium Michelle Russell July 6th, Benjamin Circus in the parking lot July 21-23, Ultimate Championship Wrestling July 27, Autocross in the parking lot July 29th and Thomas Amusements Aug 18-21 and Aug 22-27;
- Kinsmen arena will have ice for the first skate of summer on Friday, July 14th. The main arena will have the first skate of the season on August 4th for Hockey NL's High-Performance Program (HPP) for male and female provincial team selections. Ice will continue to be busy with the return of summer hockey and figure skating camps;
- Grenfell Summer camps will be running in the Studio throughout the summer along with Pickleball scheduled for Sundays 9:30 am - noon and Thursday 7:00-9:00pm;
- The City has partnered with the Community Youth Network to offer basketball for Youth age 11-18. The first evening in this series was held on June 10th, the next event will be held on Saturday July 15th and August 26th from 6:30-8pm.
- Regular Scheduled Active Tots finished on June 22nd. The Recreation Department is planning to offer "pop up" style Active Tots throughout the summer in Margaret Bowater Park;
- June is Recreation month! Residents had a chance to win a \$300 gift card by submitting a photo doing an activity or hiking challenge from our calendar;
- Recreation Improvements include the installation of 4 outdoor pickleball courts on the Corner Brook Tennis Courts, installation of

some new playground equipment at Carberry's Playground, new nets for Basha Field, and poured rubber for the Margaret Bowater Park accessible swing;

- Splash Pad is currently open from 9:00am – 7:00pm and the pool is slated to open for the July 1st festivities, hours of operation will be 11am – 7:00pm.
- The Park canteen services will be provided again this year by the Humber Valley Employment Corporation;
- The Canada Day schedule of events is now available on the City's Facebook page and website and includes entertainment and activities throughout the day, ending with Fireworks in Margaret Bowater Park.
- The Sounds of Summer Series is happening tonight at Margaret Bowater Park, June 26th after having to be postponed from yesterday due to weather;
- Ribfest will return with live music on Aug 11-13th;
- The Visitors information Centre opened officially for the season on June 5th;
- The Mill Whistler Train started for the Season on Friday June 23rd with a Schools Out Bash.
- 2023 Cruise ship season is expected to be a record breaking season and while we have had a few cancellations thus far due to icebergs, we have 32 ships scheduled to call with our next ship arriving on June 30th.;
- Jiggs and Wheels Festival planning is in full swing and only a little over a month away, being held July 28th – August 6th.

COW23-77 Finance & Administration Financial Reports

The Director of Finance and Administration presented the financial reports for May 2023 as follows:

- revenue year to month end of May was \$33,676,859;
- expenses year to month end of May was \$11,904,983;
- total number of accounts outstanding is 1907 for a total of \$5,723,456;
- total number of business taxes outstanding is 299 for a total of \$923,257.

COW23-78 Youth Advisory Committee Report

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

- The Youth Advisory Committee have started their planting at their plot at the Community Gardens and the plot will be maintained over the summer by members of the Committee and the crops will be harvested and donated to a local organization;
- The Committee was contacted by a representative from the YMCA regarding the Atlantic Summer Institute (ASI). The Institute is

hosting a Youth Leadership Program for their annual policy forum for mental health and research on August 21-23, 2023 in Charlottetown, PEI and will fully subsidize at least 5 youth, ages 18-25, from each Atlantic province to participate in this year's program. The program will provide for various opportunities for youth to network, share resources and ideas, promote mental health and participate in youth leadership focused activities. Deadline to apply is June 30, 2023;

- The Youth Advisory Committee will be looking at opportunities to be involved in events happening over the summer in the City and will resume regular meetings in the fall.

COW23-79 Agreement with Corner Brook Baseball Association

On motion by Councillor P. Keeping, seconded by Councillor V. Granter, it is RESOLVED to enter into a formal agreement with the Corner Brook Baseball Association to supply maintenance and programming services to the Jubilee Field Complex for the calendar year of 2023 as per the agreed upon terms and conditions proposed. MOTION CARRIED.

COW23-80 Corner Brook Minor Soccer - Mowing Contract

On motion by Councillor P. Keeping, seconded by Councillor C. Pender, it is RESOLVED to enter into a formal agreement for the calendar year of 2023 with The Corner Brook United Soccer Club to supply mowing services for the Ambrose O'Rielly, Monarch Complex and George "Daddy" Dawe soccer fields. MOTION CARRIED.

COW23-81 Wellington Street Complex Maintenance

On motion by Councillor P. Keeping, seconded by Councillor C. Pender, it is RESOLVED to approve the agreement with Corner Brook Minor Soccer Association for the supply of maintenance services to the Wellington Street Complex as presented. MOTION CARRIED.

COW23-82 Discretionary Use - 173A Reid Street - Home Based Business Office

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is RESOLVED to approve the application to operate a home based business office from the dwelling located at 173 Reid Street in accordance with Regulation 11 - Discretionary Powers of Authority. MOTION CARRIED.

COW23-83 Discretionary Use - 46 Petries Street - Home Based Business Office

On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is RESOLVED to approve the application to operate a home based business office from the dwelling located at 46 Petries Street in accordance with Regulation 11 - Discretionary Powers of Authority. MOTION CARRIED.

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- COW23-84 Discretionary Use - Home Based Business Office - 10 Tudor Street
On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is RESOLVED to approve the application to operate a home based business office from the dwelling located at 10 Tudor Street in accordance with Regulation 11 - Discretionary Powers of Authority. MOTION CARRIED.
- COW23-85 2022 Tax Recovery Plan
On motion by Councillor V. Granter, seconded by Deputy Mayor L. Chaisson, it is RESOLVED to approve the 2022 Tax Recovery Plan as attached. MOTION CARRIED.
- COW23-86 2022 Consolidated Financial Statements: City of Corner Brook
On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is RESOLVED to approve the 2022 audited financial statements of the City of Corner Brook as attached. MOTION CARRIED.

ADJOURNMENT

The meeting was adjourned at 8:02 p.m.

City Clerk

Mayor

CITY OF CORNER BROOK

**Consolidated Financial Statements
For the Year Ended December 31, 2022**

CITY OF CORNER BROOK
Consolidated Financial Statements
For the Year Ended December 31, 2022

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STATEMENT OF RESPONSIBILITY

The accompanying consolidated financial statements are the responsibility of the management of the City of Corner Brook and have been prepared in compliance with legislation, and in accordance with Canadian Public Sector Accounting Standards.

In carrying out its responsibilities, management maintains appropriate systems of internal and administrative controls designed to provide reasonable assurance that transactions are executed in accordance with proper authorization, that assets are properly accounted for and safeguarded, and that financial information produced is relevant and reliable.

The Council of the City met with management to review a draft of the consolidated financial statements and to discuss any significant financial reporting or internal control matters prior to their approval of the finalized consolidated financial statements.

BDO Canada LLP as the City's appointed external auditors, have audited the consolidated financial statements. The Auditor's report is addressed to the Mayor and members of Council and appears on the following page. Their opinion is based upon an examination conducted in accordance with Canadian generally accepted auditing standards, performing such tests and other procedures as they consider necessary to obtain reasonable assurance that the consolidated financial statements are free of material misstatement and present fairly the financial position and results of the City in accordance with Canadian Public Sector Accounting Standards.

Jim Parsons
Mayor

Date

Rodney Cumby
City Manager

Date



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 300 Kenmount Road, Suite 100
 St. John's, NL A1B 3R2

Independent Auditor's Report

To the Mayor and Council of City of Corner Brook

Opinion

We have audited the consolidated financial statements of City of Corner Brook (the "City"), which comprise the consolidated statement of financial position as at December 31, 2022, the consolidated statements of operations and accumulated surplus, changes in net assets and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the City as at December 31, 2022, and the results of its consolidated operations, change in net assets and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Basis for Opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Consolidated Financial Statements* section of our report. We are independent of the City in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the City's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the City or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the City's financial reporting process.



Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the City's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the City to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the City to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the group audit. We remain solely responsible for our audit opinion.



We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

BDO Canada LLP

Chartered Professional Accountants

St. John's, Newfoundland and Labrador
June 28, 2023

**CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As at December 31, 2022**

	<u>2022</u>	<u>2021</u>
FINANCIAL ASSETS		
Cash	\$ 11,480,514	\$ 19,418,356
Accounts receivable (Note 3)	<u>10,084,244</u>	<u>4,289,068</u>
	<u>21,564,758</u>	<u>23,707,424</u>
LIABILITIES		
Accounts payable and accrued liabilities (Note 5)	6,696,519	3,992,551
Employee benefits liability (Note 6)	1,041,510	1,057,973
Long-term debt (Note 7)	<u>5,071,305</u>	<u>8,028,281</u>
	<u>12,809,334</u>	<u>13,078,805</u>
NET FINANCIAL ASSETS	<u>8,755,424</u>	<u>10,628,619</u>
NON-FINANCIAL ASSETS		
Tangible capital assets (Schedule 1)	169,756,082	158,987,037
Inventories (Note 8)	1,583,834	1,284,715
Prepaid expenses	<u>257,698</u>	<u>236,171</u>
	<u>171,597,614</u>	<u>160,507,923</u>
ACCUMULATED SURPLUS	<u>\$ 180,353,038</u>	<u>\$ 171,136,542</u>

Approved on behalf of Council:

Deputy _____
Mayor

City Manager

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS
Year Ended December 31, 2022

	2022 Budget (Schedule 5)	2022 Actual	2021 Actual
REVENUE			
Taxation	\$ 29,148,800	\$ 31,762,597	\$ 31,695,252
Government transfers	2,098,800	11,438,163	3,406,902
Sales of goods and services	2,711,900	2,698,322	2,267,710
Interest income	410,000	839,244	468,974
Other revenue	1,218,600	69,545	45,888
Total revenue (Schedules 2, 4 and 5)	<u>35,588,100</u>	<u>46,807,871</u>	<u>37,884,726</u>
EXPENSES			
General government	3,550,400	3,532,773	3,333,059
Community engineering, planning and development	2,355,200	1,917,678	2,057,351
Protective services	5,222,600	5,224,262	5,001,735
Public works	8,985,700	9,780,574	9,366,348
Water and waste water	3,711,200	3,668,493	3,561,361
Parks and recreation	1,216,200	971,207	1,085,516
Corner Brook Transit	431,500	455,374	432,801
Corner Brook Civic Centre	2,414,500	2,313,404	1,964,020
Fiscal services	9,705,079	9,727,610	9,590,748
Total expenses (Schedules 3, 4 and 5)	<u>37,592,379</u>	<u>37,591,375</u>	<u>36,392,939</u>
ANNUAL SURPLUS (DEFICIT)	(2,004,279)	9,216,496	1,491,787
ACCUMULATED SURPLUS, BEGINNING OF YEAR	<u>171,136,542</u>	<u>171,136,542</u>	<u>169,644,755</u>
ACCUMULATED SURPLUS, END OF YEAR	<u>\$ 169,132,263</u>	<u>\$ 180,353,038</u>	<u>\$ 171,136,542</u>

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF CHANGES IN NET FINANCIAL ASSETS
Year Ended December 31, 2022

	2022 Budget	2022 Actual	2021 Actual
ANNUAL SURPLUS	\$ (2,004,279)	\$ 9,216,496	\$ 1,491,787
Acquisition of tangible capital assets	(4,194,200)	(19,812,320)	(3,517,616)
Amortization of tangible capital assets	-	9,043,275	9,019,525
Use (additions) of inventories	-	(299,119)	128,970
Acquisition of prepaid expenses	-	(21,527)	98,393
	<u>(4,194,200)</u>	<u>(11,089,691)</u>	<u>5,729,272</u>
CHANGE IN NET FINANCIAL ASSETS	(6,198,479)	(1,873,195)	7,221,059
NET FINANCIAL ASSETS, BEGINNING OF YEAR	<u>10,628,619</u>	<u>10,628,619</u>	<u>3,407,560</u>
NET FINANCIAL ASSETS, END OF YEAR	<u>\$ 4,430,140</u>	<u>\$ 8,755,424</u>	<u>\$ 10,628,619</u>

The accompanying notes are an integral part of this financial statement

CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF CASH FLOWS
Year Ended December 31, 2022

	<u>2022</u>	<u>2021</u>
OPERATING TRANSACTIONS		
Annual surplus	\$ 9,216,496	\$ 1,491,787
Items not affecting cash:		
Amortization of tangible capital assets	9,043,275	9,019,525
Changes in non-cash items:		
Accounts receivable	(5,795,176)	433,803
Inventories held for use	(299,119)	128,970
Prepaid expenses	(21,527)	98,393
Accounts payable and accrued liabilities	2,703,968	(868,964)
Employee benefits liability	(16,463)	(121,555)
Cash provided by operating transactions	<u>14,831,454</u>	<u>10,181,959</u>
CAPITAL TRANSACTIONS		
Purchase of tangible capital assets	<u>(19,812,320)</u>	<u>(3,517,616)</u>
Cash applied to capital transactions	<u>(19,812,320)</u>	<u>(3,517,616)</u>
FINANCING TRANSACTIONS		
Debt repayment	<u>(2,956,976)</u>	<u>(3,162,026)</u>
Cash applied to financing transactions	<u>(2,956,976)</u>	<u>(3,162,026)</u>
Increase in cash	(7,937,842)	3,502,317
Cash, beginning of the year	<u>19,418,356</u>	<u>15,916,039</u>
Cash, end of the year	<u>\$ 11,480,514</u>	<u>\$ 19,418,356</u>

The accompanying notes are an integral part of this financial statement

**CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022**

1. Status of the City of Corner Brook

The incorporated City of Corner Brook (the "City") is a municipal government that was incorporated in 1956 pursuant to the City of Corner Brook Act, 1990. The Municipality provides or funds municipal services such as fire, public works, parks and recreation, water and waste water, transit and other general government operations.

2. Significant Accounting Policies

a) Basis of Consolidation

The consolidated financial statements include the assets, liabilities, revenues and expenses of the reporting entity. The reporting entity is comprised of the City of Corner Brook and the Corner Brook Civic Centre.

b) Basis of Accounting

These consolidated financial statements have been prepared in accordance with Canadian Public Sector Accounting Standards (PSAS).

c) Severance Benefits, Compensated Absences, and Retirement Benefits

The City provides defined severance benefits, compensated absences, and retirement benefits to certain employee groups. These benefits include pension, health and dental, and non-vesting sick leave. The City has adopted the following policies with respect to accounting for these employee benefits:

i) The cost of severance and other termination benefits are determined using employees' current salaries and total years of service. Severance and other termination benefits are accrued in full when owed.

ii) The cost of non-vesting sick leave benefits are determined using employees' current salaries and days of accumulated sick leave. Non-vesting sick leave benefits are accrued in full when owed.

iii) The costs of a defined contribution pension plan consisting of Registered Pension Plan (RPP) matching program available for all full-time employees are charged to operations as contributions are due. Contributions are a defined amount based upon a set percentage of salary.

d) Non-Financial Assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the annual surplus, provides the change in net financial assets for the year.

e) Tangible Capital Assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to the acquisition, construction, development, or betterment of the asset. Assets under construction are not amortized until the asset is put into use. One-half of the annual amortization is charged in the year of acquisition and in the year of disposal.

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022

2. Significant Accounting Policies (continued)

e) Tangible Capital Assets (continued)

The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land Improvements	10 - 50 years
Buildings	25 - 40 years
Machinery and Equipment	
Equipment	5 - 10 years
Computer Hardware	4 years
Vehicles	5 years
Recreation Infrastructure	10 - 20 years
Transportation Infrastructure	5 - 50 years
Water and Waste Water Infrastructure	10 - 60 years

f) Inventories

Inventories held for consumption are recorded at the lower of cost and replacement value. Cost is determined using the first-in, first-out method. Land inventory held for sale is recorded at lower of cost and net realizable value.

g) Government Transfers

Government transfers are recognized as revenue in the financial statements when the transfer is authorized and any eligibility criteria are met, except to the extent that transfer stipulations give rise to an obligation that meets the definition of a liability. Transfer revenue is recognized in the statement of operations as the stipulation liabilities are settled.

When the municipality is the transferor, the government transfers are recognized as an expense in the statement of operations when they are authorized and all eligibility criteria have been met by the recipient.

h) Revenue Recognition

Taxes are recorded at estimated amounts when they meet the definition of an asset, have been authorized and the taxable event occurs. For property taxes, the taxable event is the period for which the tax is levied. As taxes recorded are initially based on management's best estimate of the taxes that will be received, it is possible that changes in future conditions, such as reassessments due to audits, appeals, and court decisions, could result in a change in the amount of tax revenue recognized. Taxes receivable are recognized net of an allowance for anticipated uncollectible amounts.

Sales of goods and services consists mostly of Civic Centre and facility rental and own source revenues which are recognized when significant risks and rewards of ownership have been transferred and there are no significant obligations remaining, sales price is fixed and determinable, persuasive evidence of an arrangement exists, and collection is reasonably assured. This usually coincides with the provision of the goods and services.

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022

2. Significant Accounting Policies (continued)

i) Use of Estimates

The preparation of consolidated financial statements in accordance with Canadian Public Sector Accounting Standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and are reported amounts of revenue and expenses during the reporting period. Actual results could differ from management's best estimates. Estimates include the allowance for doubtful accounts relating to the collection of tax revenues, the useful lives of tangible capital assets, and the assumptions used in determining the obligation for retirement benefits and employee benefits.

3. Accounts Receivable

	<u>2022</u>	<u>2021</u>
Taxes		
Municipal	\$ 2,897,800	\$ 2,686,815
Utility taxes	1,009,820	966,481
HST rebate	2,304,614	353,484
Province of Newfoundland and Labrador	3,960,569	194,502
Other	470,197	587,061
	<u>10,643,000</u>	<u>4,788,343</u>
Less: Allowances for doubtful amounts	<u>(558,756)</u>	<u>(499,275)</u>
	<u>\$ 10,084,244</u>	<u>\$ 4,289,068</u>

4. Bank Indebtedness

The City has borrowing facilities with two financial institutions:

i) CIBC – demand operating credit not exceeding \$4,000,000 at any time, bearing interest at prime minus 0.27% per annum on the net cash position held with the bank at any point in time. At December 31, 2022, the City is in a positive net cash position (2021 - positive) and, consequently, the credit facility is unused.

ii) RBC – revolving lease line with an authorized limit of \$1,000,000, bearing interest at rates determinable upon the inception of an approved loan or lease. Disbursed leases are presented within capital lease liabilities accordingly. At December 31, 2022, the lease line was unused (2021 - nil).

5. Accounts Payable and Accrued Liabilities

	<u>2022</u>	<u>2021</u>
Trade payables and accruals	\$ 2,693,477	\$ 2,386,401
Contract deposits	1,210,771	1,001,512
Capital payables	892,353	203,614
Contract holdbacks	1,844,133	318,979
Accrued interest	55,785	82,045
	<u>\$ 6,696,519</u>	<u>\$ 3,992,551</u>

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022

6. Employee Benefits Liability

Severance benefits: The City allocates to certain employee groups a specific amount of severance pay at the termination of employment, provided the employee meets the specific provisions of the plan.

Compensated absences: The City allocates to certain employee groups a specific number of days each year for use as paid absences. These days do not vest and are available immediately. Employees are permitted to accumulate their unused allocation each year, up to the allowable maximum provided in their collective agreements.

Retirement benefits: The City extends post-employment life insurance, health and dental benefits to certain employee groups after retirement until the members reach 65 years of age.

These benefit liabilities have not been actuarially calculated.

	<u>2022</u>	<u>2021</u>
Severance benefits	\$ 823,066	\$ 822,331
Compensated absences	97,201	97,201
Retirement benefits	<u>121,243</u>	<u>138,441</u>
	<u>\$ 1,041,510</u>	<u>\$ 1,057,973</u>

Included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4) is an expense of \$28,734 (2021 - recovery of \$182,524) of employee benefits.

The City has a defined contribution retirement plan for participating employees. During the year, employees contributed \$691,143 (2021 - \$708,133) to the plan. The City contributed \$691,143 (2021 - \$708,133) and this expense has been included in Personnel services expense in the Consolidated Statement of Operations by Program (Schedule 4).

7. Long-Term Debt

	<u>2022</u>	<u>2021</u>
CMHC loan with interest of 3.98% under the Municipal Infrastructure Lending Program, repayable in blended annual installments of \$1,753,597, maturing in 2024.	\$ 3,308,398	\$ 4,868,239
TD Bank fixed rate term loan with interest at 2.44%, repayable in blended monthly installments of \$70,886, maturing in 2024.	1,312,879	2,120,601
Newfoundland and Labrador Housing Corporation ("NLHC") mortgage, interest free, with payments due on disposition of specified land held for sale. Repayment terms are subject to periodic review by NLHC.	180,028	324,441
Federation of Canadian Municipalities loan with interest of 1.47% under the Green Municipal Fund, repayable in semi-annual installments of \$15,000 plus interest, maturing in 2031.	270,000	300,000

CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022

7. Long-Term Debt (continued)

RBC loan, repaid during the year.

-	415,000
\$ 5,071,305	\$ 8,028,281

Principal payments required in each of the next five years are as follows:

2023	\$ 2,479,575
2024	\$ 2,202,002
2025	\$ 30,000
2026	\$ 30,000
2027	\$ 30,000

8. Inventories

	<u>2022</u>	<u>2021</u>
Land held for sale	\$ 234,113	\$ 297,883
Public works	359,201	352,723
Salt	847,537	519,803
Sand	115,124	94,700
Fuel	27,859	19,606
	\$ 1,583,834	\$ 1,284,715

9. Commitments

The City has entered into multiple-year contracts for several operating leases on equipment. The required annual lease payments for the next four years are as follows:

2023	\$ 558,383
2024	\$ 558,383
2025	\$ 428,194
2026	\$ 247,767

10. Contingencies

In the normal course of operations, the City is subject to several legal claims in which it intends to defend and negotiate. As of December 31, 2022, there is a potential liability of \$585,000 for such claims that will follow the normal legal process. This liability only includes those claims in which there is an expectation of loss, and the settlement amount can be reasonably estimated, however the exact amount of the claim will not be known until it is settled.

**CITY OF CORNER BROOK
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
As at December 31, 2022**

10. Contingencies (continued)

The City has received notices of multiple other claims. The nature of the additional claims are related to property entitlement, property damage, and withheld payments, arising in the ordinary course of operations. No provision has been made for these claims either because the City is not expected to incur any significant liability, or because an estimate of loss, if any, is not determinable at this time.

11. Budget

In accordance with the *City of Corner Brook Act, 1990* every council must adopt a financial plan for each fiscal period in a form approved of by the minister. The financial plan is prepared on a revenue and expenditure basis that does not meet the recommendations of PSAS. For comparative purposes, the City has modified its financial plan to present a budget that is consistent with the scope and accounting principles used to report the actual results. The budget figures used in these financial statements have been approved by Council.

The reconciliation between the City's cash-based financial plan and the PSAS accrual-based budget figures used in these statements is disclosed in Schedule 5.

13. Segmented Information

General Government

This segment includes all revenues and expenses related to administrative departments and activities as well as the general operations of the City itself.

Community Engineering Planning and Development

This segment includes all expenses relating to planning, engineering, community development and business development.

Protective Services

This segment includes all revenues and expenses related to the municipal enforcement, fire and emergency services provided by the City.

Public Works

This segment includes all revenues and expenses for road maintenance and administration which includes sidewalks, traffic signals and systems, building maintenance, snow clearing, drainage, waste management and street lighting.

Water and Waste Water

This segment includes all revenues and expenses relating to the maintenance and operation of the water and sewer facilities, while ensuring that these systems meet all provincial standards.

Parks and Recreation

This segment includes all revenues and expenses relating to recreational facilities, parks and maintenance and related administration revenues and expenses.

Corner Brook Transit

This segment includes all revenues and expenses related to the City's transit system.

Corner Brook Civic Centre

This segment includes all revenues and expenses related to the operations of the Corner Brook Civic Centre.

Fiscal Services

This segment includes all revenues and expenses relating to municipal capital grants, municipal grants and contributions, uncollectible amounts, long-term debt interest, and amortization of tangible capital assets.

SCHEDULE 1

**CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS
Year Ended December 31, 2022**

	General Capital Assets					Infrastructure			Totals	
	Land and Land Improvements	Buildings	Machinery and Equipment	Recreation Infrastructure	Transportation Infrastructure	Water and Waste Water	Assets Under Construction	2022	2021	
Cost										
Opening costs	\$ 2,041,462	\$ 103,062,927	\$ 14,345,523	\$ 12,746,519	\$ 94,757,929	\$ 66,231,945	\$ 1,943,508	\$ 295,129,813	\$ 293,128,746	
Additions during the year	-	458,987	62,860	19,747	4,193,985	1,789,161	13,287,579	19,812,320	3,517,616	
Disposals and write downs	-	-	(394,466)	-	(259,849)	-	-	(654,315)	(1,516,549)	
Transfers	-	-	-	-	195,141	-	(195,141)	-	-	
Closing costs	2,041,462	103,521,914	14,013,917	12,766,266	98,887,206	68,021,106	15,035,947	314,287,818	295,129,813	
Accumulated Amortization										
Opening accum'd amortization	-	31,395,601	11,488,154	9,101,089	60,495,999	23,661,933	-	136,142,776	128,639,800	
Amortization	-	2,553,419	838,445	313,197	3,446,746	1,891,468	-	9,043,275	9,019,525	
Disposals and write downs	-	-	(394,466)	-	(259,849)	-	-	(654,315)	(1,516,549)	
Closing accum'd amortization	-	33,949,020	11,932,133	9,414,286	63,682,896	25,553,401	-	144,531,736	136,142,776	
Net Book Value of Tangible Capital Assets	\$ 2,041,462	\$ 69,572,894	\$ 2,081,784	\$ 3,351,980	\$ 35,204,310	\$ 42,467,705	\$ 15,035,947	\$ 169,756,082	\$ 158,987,037	

CITY OF CORNER BROOK
 CONSOLIDATED SCHEDULE OF REVENUES
 Year Ended December 31, 2022

SCHEDULE 2

	2022 Actual	2021 Actual
Taxation		
Municipal tax	\$ 23,153,406	\$ 22,899,149
Business tax	5,291,509	5,546,418
Grants in lieu of taxes	1,407,609	1,384,179
Utility tax	1,222,895	1,189,231
Water supply agreements	687,178	676,275
	<u>31,762,597</u>	<u>31,695,252</u>
Government Transfers		
Government of Newfoundland and Labrador		
Capital work grants	10,636,050	1,358,746
Provincial Gas Tax	249,079	83,026
Debt retirement grant	-	-
Government of Canada		
Federal Gas Tax	438,746	1,716,832
Safe Restart Program	-	135,000
Grants in lieu of taxes	114,288	113,298
	<u>11,438,163</u>	<u>3,406,902</u>
Sales of Goods and Services		
Licences and permits	250,480	224,314
Recreation and community services	59,238	48,821
Facility rentals	1,104,307	1,005,736
Corner Brook Civic Centre revenue	1,110,966	887,250
Land Transactions	146,996	70,207
Fines	26,335	31,382
	<u>2,698,322</u>	<u>2,267,710</u>
Interest Income		
Interest	839,244	468,974
Other Revenue		
Miscellaneous	69,545	45,888
Total Revenue	<u>\$ 46,807,871</u>	<u>\$ 37,884,726</u>

**CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF EXPENSES
Year Ended December 31, 2022**

SCHEDULE 3

	<u>2022</u> <u>Actual</u>	<u>2021</u> <u>Actual</u>
General Government		
Executive and legislative	\$ 324,779	\$ 472,530
City Manager's office	766,962	586,350
Finance and Administration	2,441,032	2,274,179
	<u>3,532,773</u>	<u>3,333,059</u>
Community Engineering, Planning and Development		
Administration	349,780	347,477
Business Resource Centre	126,655	252,854
Development and planning	197,398	184,231
Building inspection	367,578	390,744
Engineering	659,989	685,995
Geographical information systems	108,007	100,377
Sustainable development	108,271	95,673
	<u>1,917,678</u>	<u>2,057,351</u>
Protective Services		
Fire Protection	4,008,083	3,861,113
911 Centre	884,331	799,779
Municipal enforcement	331,848	340,843
	<u>5,224,262</u>	<u>5,001,735</u>
Public Works		
Supervision and administration	1,645,224	1,680,885
Other operations payroll	724,920	693,725
Building maintenance	718,143	1,043,095
Street lighting	622,738	621,961
Snow clearing	2,404,582	1,980,284
Traffic control	379,122	343,061
Drainage	163,803	72,876
Street and storm sewer cleaning	370,703	261,734
Street maintenance	1,352,378	1,296,399
Sanitation and waste removal	1,398,961	1,372,328
	<u>9,780,574</u>	<u>9,366,348</u>
Water and Waste Water		
Water treatment plant	1,615,880	1,415,623
Purification and treatment	124,695	116,486
Water mains and hydrants	1,116,389	1,218,793
Sanitary systems	531,546	478,843
Regulators and meters	108,665	173,212
Reservoirs and intakes	90,808	86,625
Pump house	80,510	71,779
	<u>3,668,493</u>	<u>3,561,361</u>

**CITY OF CORNER BROOK
CONSOLIDATED SCHEDULE OF EXPENSES
Year Ended December 31, 2022**

SCHEDULE 3 Cont...

Parks and Recreation		
Parks	561,495	615,523
Recreation and leisure	409,712	469,993
	<u>971,207</u>	<u>1,085,516</u>
Corner Brook Transit		
Transit contract subsidy	455,374	432,801
	<u>455,374</u>	<u>432,801</u>
Corner Brook Civic Centre		
Administrative expenses	536,639	397,372
Operating expenses	1,776,765	1,566,648
	<u>2,313,404</u>	<u>1,964,020</u>
Fiscal Services		
Grants	247,531	203,000
Long-term debt interest	316,804	188,223
Provision for uncollectible taxes, fees and charges	120,000	180,000
Amortization of tangible capital assets	9,043,275	9,019,525
	<u>9,727,610</u>	<u>9,590,748</u>
Total Expenses	<u>\$ 37,591,375</u>	<u>\$ 36,392,939</u>

SCHEDULE 4

**CITY OF CORNER BROOK
CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
Year Ended December 31, 2022**

	General Government*		Community Engineering, Planning and Development		Protective Services	
	2022	2021	2022	2021	2022	2021
REVENUE						
Taxation	\$ 31,762,597	\$ 31,695,252	\$ -	\$ -	\$ -	\$ -
Government transfers	802,113	2,048,156	-	-	-	-
Sales of goods and services	1,528,118	1,331,639	-	-	-	-
Investment income	-	-	-	-	-	-
Other revenue	69,545	45,888	-	-	-	-
Total revenue	34,162,373	35,120,935	-	-	-	-
EXPENSES						
Personnel services	2,477,136	2,393,826	1,676,101	1,782,522	4,561,787	4,514,626
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	82,573	72,704	66,896	76,954	290,474	202,901
Contract services	665,477	603,493	52,243	52,824	66,893	45,086
Utilities	59,856	66,665	6,523	6,201	74,276	70,340
Other	243,581	194,767	115,915	138,850	192,665	130,615
Interest on long-term debt	-	-	-	-	38,167	38,167
Grants and contributions	4,150	1,604	-	-	-	-
Total expenses	3,532,773	3,333,059	1,917,678	2,057,351	5,224,262	5,001,735
Annual Surplus (Deficit)	\$ 30,629,600	\$ 31,787,876	\$ (1,917,678)	\$ (2,057,351)	\$ (5,224,262)	\$ (5,001,735)

* The general government category includes revenues and expenses that cannot be attributed to a particular sector.

CITY OF CORNER BROOK
 CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
 Year Ended December 31, 2022

	Public Works		Water and Waste Water		Parks and Recreation	
	2022	2021	2022	2021	2022	2021
REVENUE						
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers	-	-	-	-	-	-
Sales of goods and services	-	-	-	-	59,238	48,821
Investment income	-	-	-	-	-	-
Other revenue	-	-	-	-	-	-
Total revenue	-	-	-	-	59,238	48,821
EXPENSES						
Personnel services	3,845,348	3,630,218	1,339,316	1,328,546	544,140	553,919
Amortization	-	-	-	-	-	-
Maintenance materials and supplies	2,160,791	2,166,211	1,809,140	1,674,284	102,809	164,720
Contract services	2,291,895	2,074,296	213,177	228,151	147,530	165,545
Utilities	960,699	972,247	304,910	297,228	22,988	21,913
Other	43,341	34,746	1,950	33,152	153,740	179,419
Interest on long-term debt	477,220	477,220	-	-	-	-
Grants and contributions	1,280	11,410	-	-	-	-
Total expenses	9,780,574	9,366,348	3,668,493	3,561,361	971,207	1,085,516
Annual Surplus (Deficit)	\$ (9,780,574)	\$ (9,366,348)	\$ (3,668,493)	\$ (3,561,361)	\$ (911,969)	\$ (1,036,695)

SCHEDULE 4 Cont...

CITY OF CORNER BROOK
 CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
 Year Ended December 31, 2022

	Corner Brook Transit		Corner Brook Civic Centre		Fiscal Services	
	2022	2021	2022	2021	2022	2021
REVENUE						
Taxation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Government transfers	-	-	-	-	10,636,050	1,358,746
Sales of goods and services	-	-	1,110,966	887,250	-	-
Investment income	-	-	-	-	839,244	468,974
Other revenue	-	-	-	-	-	-
Total revenue	-	-	1,110,966	887,250	11,475,294	1,827,720
EXPENSES						
Personnel services	-	-	1,218,027	1,133,557	-	-
Amortization	-	-	-	-	9,043,275	9,019,525
Maintenance materials and supplies	58	-	229,495	123,809	-	-
Contract services	454,350	431,777	306,665	288,924	-	-
Utilities	966	1,024	514,558	388,086	-	-
Other	-	-	22,538	18,134	120,000	180,000
Interest on long-term debt	-	-	22,121	11,510	316,804	188,223
Grants and contributions	-	-	-	-	247,531	203,000
Total expenses	455,374	432,801	2,313,404	1,964,020	9,727,610	9,590,748
Annual Surplus (Deficit)	\$ (455,374)	\$ (432,801)	\$ (1,202,438)	\$ (1,076,770)	\$ 1,747,684	\$ (7,763,028)

CITY OF CORNER BROOK
 CONSOLIDATED STATEMENT OF OPERATIONS BY PROGRAM
 Year Ended December 31, 2022

	Total	
	2022	2021
REVENUE		
Taxation	\$ 31,762,597	\$ 31,695,252
Government transfers	11,438,163	3,406,902
Sales of goods and services	2,698,322	2,267,710
Investment income	839,244	468,974
Other revenue	69,545	45,888
Total revenue	46,807,871	37,884,726
EXPENSES		
Personnel services	15,661,855	15,337,214
Amortization	9,043,275	9,019,525
Maintenance materials and supplies	4,742,236	4,481,583
Contract services	4,198,230	3,890,096
Utilities	1,944,776	1,823,704
Other	893,730	909,683
Interest on long-term debt	854,312	715,120
Grants and contributions	252,961	216,014
Total expenses	37,591,375	36,392,939
Annual Surplus	\$ 9,216,496	\$ 1,491,787

SCHEDULE 5

**CITY OF CORNER BROOK
RECONCILIATION OF THE FINANCIAL PLAN TO THE CONSOLIDATED PSAS BUDGET
Year Ended December 31, 2022**

	Financial Plan	Tangible Capital Assets	Interest Expense	Debt Repayments	PSAS Budget
REVENUE					
Taxation	\$ 29,148,800	\$ -	\$ -	\$ -	\$ 29,148,800
Government transfers	2,098,800	-	-	-	2,098,800
Sales of goods and services	2,711,900	-	-	-	2,711,900
Interest income	410,000	-	-	-	410,000
Other revenue	1,218,600	-	-	-	1,218,600
Total revenue	35,588,100	-	-	-	35,588,100
EXPENSES					
General government	3,550,400	-	-	-	3,550,400
Community engineering, planning and development	2,355,200	-	-	-	2,355,200
Protective services	5,222,600	-	-	-	5,222,600
Public works	8,985,700	-	-	-	8,985,700
Water and waste water	3,711,200	-	-	-	3,711,200
Parks and recreation	1,216,200	-	-	-	1,216,200
Corner Brook Transit	431,500	-	-	-	431,500
Corner Brook Civic Centre	2,414,500	-	-	-	2,414,500
Fiscal services					
Provision for uncollectible amounts	120,000	-	-	-	120,000
Grants and sponsorship	225,000	-	-	-	225,000
Capital expenditures	4,194,200	(4,194,200)	-	-	-
Debt charges	3,161,600	-	316,804	(3,161,600)	316,804
Amortization	-	9,043,275	-	-	9,043,275
Total expenses	35,588,100	4,849,075	316,804	(3,161,600)	37,592,379
Annual Surplus (Deficit)	\$ -	\$ (4,849,075)	\$ (316,804)	\$ 3,161,600	\$ (2,004,279)

SCHEDULE 6
(Unaudited)

CITY OF CORNER BROOK
SCHEDULE OF CHANGE IN RESERVE FUND BALANCES
Year Ended December 31, 2022

	Waste Water Reserve	Land Acquisitions	Equipment Replacement	Gas Tax	Public Trust	Operating and Environment
REVENUE						
Other income	\$ -	\$ -	\$ 810,000	\$ 478,415	\$ -	\$ -
EXPENSES						
Other expenses	-	125,867	560,000	1,212,220	-	-
NET REVENUES	-	(125,867)	250,000	(733,805)	-	-
TRANSFERS						
Transfers from operating fund	1,030,100	-	-	-	-	-
Acquisition of tangible capital assets	-	-	-	-	-	-
CHANGE IN RESERVE FUND BALANCES	1,030,100	(125,867)	250,000	(733,805)	-	-
FUND SURPLUS, BEGINNING OF YEAR	12,167,388	563,394	875,725	1,551,099	3	241,502
FUND SURPLUS (DEFICIT), END OF YEAR	<u>\$ 13,197,488</u>	<u>\$ 437,527</u>	<u>\$ 1,125,725</u>	<u>\$ 817,294</u>	<u>\$ 3</u>	<u>\$ 241,502</u>

SCHEDULE 6 cont...
(Unaudited)

CITY OF CORNER BROOK
SCHEDULE OF CHANGE IN RESERVE FUND BALANCES
Year Ended December 31, 2022

	NLHC Paving	Fire Department Hazard	Summer Festival	Safe Restart	2022 Total	2021 Total
REVENUE						
Other income	\$ -	\$ -	\$ -	\$ -	\$ 1,288,415	\$ 2,544,030
EXPENSES						
Other expenses	-	18	-	57,500	1,955,605	1,529,561
NET REVENUES	-	(18)	-	(57,500)	(667,190)	1,014,469
TRANSFERS						
Transfers from operating fund	141,585	-	-	-	1,171,685	1,215,678
Acquisition of tangible capital assets	(144,413)	-	-	-	(144,413)	(20,318)
CHANGE IN RESERVE FUND BALANCES	(2,828)	(18)	-	(57,500)	360,082	2,209,829
FUND SURPLUS, BEGINNING OF YEAR	294,986	(1,760)	5,000	1,298,884	16,996,221	14,786,392
FUND SURPLUS (DEFICIT), END OF YEAR	\$ 292,158	\$ (1,778)	\$ 5,000	\$ 1,241,384	\$ 17,356,303	\$ 16,996,221

Taxes Receivable Summary Templates for 2022

Option 1: For Those Municipalities that Report All Taxes Receivable Together

The Municipality of Corner Brook
 Tax Receivable Summary
 December 31, 2022

		Total Receivable		Accounts With Payment Plan*	
		Tax Payers #	Amount \$	Tax Payers #	Amount \$
Taxes Receivable					
A	Owed for current tax year (2022)	637	1,480,046.33	124	\$ 223,347.71
B	Owed for preceding tax year (2021)	186	562,058.85	20	81,990.58
C	Owed for two years preceding (2020)	102	236,178.76	19	25,774.50
D	Owed for three years preceding (2019)	34	116,271.10	0	7,151.13
E	Owed for Four years preceding (2018)	77	222,526.06	5	5,282.38
Total Taxes Receivable (Dec 31) (A + B + C + D + E + F)		1036	\$ 2,617,081.10	168	\$ 343,546.30

Allowance for Doubtful Accounts for Taxes Receivable		
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* If there are town residents on a Formal Tax Payment Plan, please ensure the "Accounts with Payment Plan" Section is completed.

MUNICIPALITY OF Corner Brook

Tax Recovery Plan Dated December 31, 2022

Tax Recovery Actions and Plans for the Municipal Fiscal Year 2023

Date Created: June 15, 2023

Date Amended: . 20

Municipality of
Tax Recovery Plan Dated December 31, 2022

A. Status of the Objectives of the Tax Recovery Plan dated December 31, 2021:

The City was able to actually recover 53% of the outstanding (2021 and prior) and 95% of current taxes receivable for the year ended December 31, 2022. The objective stated for the Tax Recovery Plan dated December 31, 2021 was 50%.

Summary of reasons for **meeting / not meeting** the 2021 objective include:

We need an overview what worked:

1. The Actions that worked included:

- A. The City successfully collected \$1,281,146 of taxes from 2021 and prior. This was through persistent collection efforts by City staff. The City worked with business and property owners to develop payment plans that were suitable for the taxpayer and acceptable to the City.
- B. The City communicated through the various communication channels so that taxpayers are apprised of the due dates for taxes.
- C. The City offers pre-authorized and payment plans to accommodate longer term recovery plans. The total outstanding at the end of 2022 was only \$198,900 higher than the same period in 2021.
- D. The City issued water shut off notices to taxpayers in arrears.
- E. The City will issue statement of claims on tax accounts that are unsuccessful in collection efforts.

B. The Objectives of the Tax Recovery Plan Dated December 31, 2022

The City's objective is to recover 50% of all of the outstanding tax receivable by December 31, 2023.

In order to ensure the availability of sufficient municipal services, it is important that residents and businesses make their payments to Council by June 30, 2023, or otherwise be placed on the City's arrears listing and held subject to the City's arrears recovery actions as presented in this report.

Under the Government of Newfoundland and Labrador's Community Sustainability Partnership (CSP), the City must implement and maintain a Tax Recovery Plan and Tax Receivable Summary by establishing objectives, timelines and procedures to recover unpaid taxes from the current and previous years.

The City is subject to these accountability measures in order to receive future Municipal Operating Grant (MOG) funding and a share of Provincial Gas Tax Revenue Sharing funding.

The City must also present municipal audited annual financial statements in compliance with Public Sector Accounting Board (PSAB) standards and an approved annual budget to receive municipal operating grants.

Municipality of
Tax Recovery Plan Dated December 31, 2022

Moreover, the City will take all reasonable actions towards the recovery of taxes in arrears while ensuring the tax recovery process being followed is fair and reasonable to the tax payer and the City, and within the authority provided under the *Municipalities Act, 1999*.

Tax Year Planning Schedule

- Tax Notices are mailed out early-mid January 2023;
- Taxes are due on Property February 28, Business March 31
- Taxes are considered unpaid after March 31, 2023; and,
- Taxes are considered in arrears after January 1, 2023.



Information Report (IR)

Subject: Proclamations and Events

To: Rodney Cumby
Meeting: Regular Meeting - 17 Jul 2023
Department: City Manager
Staff Contact: Jessica Smith, Legislative Assistant
Topic Overview: The City of Corner Brook routinely receives requests from various organizations to recognize significant days, weeks, and months.
Attachments: [Lung Cancer Awareness Month](#)

BACKGROUND INFORMATION:

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

- **July was declared Lung Cancer Awareness Month** - lung cancer is the leading cause of cancer death among men and women in Canada accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined. Over 20,000 Canadians are expected to die of lung and bronchus cancer in 2023.

Legislative Assistant	Approved - 11 Jul 2023
Administrative Assistant to the City Manager	Approved - 11 Jul 2023

City Manager

PROCLAMATION REQUEST:

- WHEREAS lung cancer is the leading cause of cancer death among men and women in Canada accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and
- WHEREAS over 20,000 Canadians are expected to die of lung and bronchus cancer in 2023. representing nearly one quarter of all cancer deaths in Canada; and
- WHEREAS according to research by Canadian oncologists, lung cancer is expected to be the most commonly diagnosed cancer in Canada, with over 30,000 new lung cancer cases expected in 2023; and
- WHEREAS the five-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage; and
- WHEREAS funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and
- WHEREAS Organizations working in Canada such as the Canadian Lung Cancer Screening Initiative are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates;

NOW THEREFORE, I, _____, do hereby proclaim the month of July as

Lung Cancer Awareness Month



Request for Decision (RFD)

Subject: Overhead & Automatic Door Inspection Service/Maintenance 2023-12

To: Darren Charters

Meeting: Regular Meeting - 17 Jul 2023

Department:

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [Western Lock Inc. 2023 Bid Submission Redacted](#)

BACKGROUND INFORMATION:

The City of Corner Brook requested bids for the inspection, service, and maintenance of overhead doors and automatic doors for various city buildings on an on-call basis. Tenders closed on June 13, 2023, with one bid received from Western Lock Inc. in the amount of \$10,851.40 HST Included per annum.

PROPOSED RESOLUTION:

Be it resolved that the City of Corner Brook Council award Contract No. 2023-12 Overhead & Automatic Door Inspection Service/Maintenance to Western Lock Inc in the amount of \$10,851.40 HST included per annum.

FINANCIAL IMPACT:

There's an increase when compared to the previous contract due to the addition of automatic accessible door opener maintenance to the Contract.

Finance Type: Budget

Director of Community, Engineering, Development & Planning Approved - 14 Jun 2023

Administrative Assistant to the City Manager Approved - 29 Jun 2023

City Manager

JUNE 13/23
12:03 pm



TENDER FORM

Tender for: Overhead & Automatic Door Inspection Maintenance / Service
Contract No: 2023-12

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

Ten thousand Eight hundred and Fifty
One and Forty Cents.

(\$ 10851.40) 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, 2025.
- 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: [redacted] , [redacted] , [redacted] , [redacted]

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

Postal Code: A2H 1E9

Email: Western.lock@nf.aibn.com

Phone #: 709 634-9918

Fax #: 709 634-9530



Corporate Seal

Signing Officer



Witnessed by

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 13, 2023 and which is an integral part of the above-noted Tender.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1.	OVERHEAD DOOR INSPECTION for 2023 – 2025	EACH	Year 1 - 35 @	89.80	3143.00
			Year 2 35 @	89.80	3143.00
2.	AUTOMATIC / ACCESSIBILITY DOOR INSPECTION for 2023 - 2025	EACH	Year 1 21 @	75.00	1575.00
			Year 2 21 @	75.00	1575.00
(a) Sub-Total:					9436.00
(b) HST 15%:					1415.40
(c) TOTAL TENDER AMOUNT:					<u>10,851.40</u>
(Report this Total Tender Amount on Page 1 of the Tender Form)					
3.	Rate for Service Person:		\$ 38.50 / Hour		
4.	Rate for Helper:		\$ 27.50 / 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: Margaret Bowater Cleaning Contract

To: Rodney Cumby

Meeting: Regular Meeting - 17 Jul 2023

Department: Recreation

Staff Contact: Kim Patten, Director of Recreation

Topic Overview: The following is to approve cleaning services for the facilities at Margaret Bowater Park.

Attachments: [MBP Cleaning 2023](#)

BACKGROUND INFORMATION:

Humber Valley Employment Corporation has been responsible for cleaning the Margaret Bowater Park Building since it's reopening in 2011. The Humber Valley Employment Corporation is a community organization that collaborates with its partners to facilitate the inclusion of individuals with disabilities into the labour force. Maintaining cleanliness in the park is essential to ensuring an enjoyable experience for residents and visitors and therefore these services are an important part of our operations at the park.

PROPOSED RESOLUTION:

Be it RESOLVED to approve the execution of the grant agreement with the Humber Valley Employment Corporation in the amount of \$24,200.00 for cleaning service to the Margaret Bowater Park.

FINANCIAL IMPACT:

This item is budgeted for under Recreation - Margaret Bowater Park Cleaning. (\$24,200)

Finance Type: Budget

ENVIRONMENTAL IMPLICATIONS:

Contract includes maintaining the Margaret Bowater Park Building, cleaning the washrooms as well as keeping the facilities clean of garbage and recycling.

RECOMMENDATION:

Staff recommends approving the cleaning agreement for the 2023 season with Humber Valley Employment Corporation to supply cleaning services to Margaret Bowater Park facilities.

ALTERNATIVE IMPLICATIONS:

Options:

1. Council can approve the grant agreement as proposed.
2. If Council does not approve the grant agreement as proposed, staff will require further direction as services would need to be acquired for the purpose of cleaning the facility for the 2023 season.

Administrative Assistant to the City Manager Approved - 13 Jul 2023

City Manager

THIS GRANT AGREEMENT made at the City of Corner Brook in the Province of Newfoundland & Labrador this ____ day of May Anno Domini two thousand and twenty-three.

BETWEEN **CORNER BROOK CITY COUNCIL**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended

hereinafter called "The City".

AND **HUMBER VALLEY COMMUNITY EMPLOYMENT CORPORATION**, a body corporate duly registered in the Province of Newfoundland and Labrador

hereinafter called "HVCEC".

WHEREAS the City wishes to have custodial services provided at Margaret Bowater Park;

AND WHEREAS HVCEC wishes to provide custodial services;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for and in consideration of the mutual covenants and conditions herein set forth, the parties hereby agree as follows:

1. HVCEC agrees to provide the City with custodial services at Margaret Bowater Park ("The Park") located on O'Connell Drive in the City of Corner Brook, including the building thereon which houses the concession stand, washrooms and changerooms, cleaning of the eating area, park grounds and garbage bins and weekly dumpster removal commencing May 23rd 2023 and ending October 7th, 2023 ("The Term"). Hours of operation for May 23rd -September 2nd include 11:30 am to 7:30 pm. Hours of operation for September 3rd – October 7th include 3:00 pm – 7:00 pm.
2. The City agrees to pay to HVCEC the sum of Twenty-Four Thousand Two Hundred (\$24,200.00) for the provision of custodial services after such services have been provided to the satisfaction of the City in accordance with the provisions set out in this grant agreement upon completion of the services and after final inspection by the City on the 10th of October, 2023.
3. The City covenants to:

- A. Maintain the existing water supply when reasonably possible at the Park for the use of HVCEC in providing custodial services;
 - B. Provide access to the Park as needed for provision of the custodial services;
 - C. To inspect regularly and to notify HVCEC promptly of any dissatisfaction with provision of its custodial services; and
 - D. Ensure the building at the Park is maintained for annual start up operations and annual facility shut down.
4. HVCEC covenants to:
- A. Be responsible for the daily start up and shut down activities related to the custodial services and related equipment;
 - B. Provide the custodial services at the times and in the manners specified in its proposed cleaning contract and attachment to cleaning contract.
 - C. Not assign or transfer the custodial services, or any of its rights or obligations under this Agreement, without the consent of the City, provided that such consent may be arbitrarily refused by the City in its sole and uncontrollable discretion;
 - D. At its own expense obtain all licenses and permits that may be required for and in connection with the provision of custodial services;
 - E. Co-operate with the City and/or its duly authorized representatives, in such tasks as requested pertaining to the provision of custodial services, including but not limited to facilitating the City's entrance to the building at the Park any time for any reason;
 - F. At all times observe and comply with and endeavor to ensure strict observance of and compliance with all statutory requirements, regulations, rules and/or by-laws of every municipal or other authority which in any manner affect or relate to the Park and/or building and/or the use of the Park and/or building, or any part thereof;
 - G. Keep and maintain the washrooms, changerooms, building, and outdoor eating areas in a clean, sanitary, attractive condition that is satisfactory to the City and the Department of Health and Community Service for the Province of Newfoundland &

Labrador and regularly ensure disposal of all garbage, waste and recyclable material and rubbish throughout the Park;

- H. Notify the City immediately with respect to any damage occurring to the Park, the building or the equipment therein;
 - I. Not alter the Park, building or equipment without prior consent of the City;
 - J. Provide sufficient supervision and Personal Protective Equipment to employees while cleaning duties are being completed.
 - K. At all times indemnify and save harmless the City 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 City 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 City and HVCEC) directly or indirectly arising out of, resulting from or sustained as a result of HVCEC's provision of custodial services;
5. If at any time HVCEC is in default in the performance of any of the covenants and agreements therein set forth to be performed by HVCEC, and such default continues for five(5) days after the receipt by HVCEC of notice in writing from the Supervisor of Recreation Services of the City setting out the particulars of such default, the City shall have the right to terminate this agreement forthwith and thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise howsoever, including but not limited to any damages for loss of business.
6. The City reserves the right to terminate this agreement for any reason without showing cause by giving ten (10) days written notice to HVCEC. Thereupon all the rights of HVCEC hereunder shall immediately cease, determine and be at an end, and the City shall not be liable for payment to HVCEC of any moneys whatsoever by reason of such termination or otherwise including but not limited to any damages for loss of business save and except for such custodial services that have been provided to the City up to the date of termination which payment shall be pro-rated in accordance with the number of days such services were provided as compared to the total number of

days set out in the Term herein.

7. Upon failure by HVCEC to comply with any covenant(s) incumbent upon it under this Agreement within five (5) days after written notice requiring such compliance is given by the City to HVCEC, the City may fulfill such covenant(s) at the sole expense of HVCEC, who shall forthwith upon being invoiced therefor reimburse the City who in default of such reimbursement may collect same as a debt owing and in arrears. Nothing herein prevents the City from electing to terminate this tenancy for default as set out in clause #5 of this Agreement.
8. HVCEC agrees to indemnify the City for any damage to the Park, building or its furnishings and fixtures and any part thereof due to any act of HVCEC, its agents or employees, or of any person using the said premises by reason of the use thereof by HVCEC.
9. 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.
10. 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:

- (i) In the case of notice to the City to:

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

- (ii) In the case of notice to HVCEC to:

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

Or to such other address 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.

11. All sums, debts, payments or otherwise, payable to the City 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 to the City by its bankers until the actual date of payment.
12. HVCEC shall pay to the City all the City's legal costs on a solicitor and client basis, of all actions or other proceedings in which the City participates in connection with, or arising out of the obligations of HVCEC under this Agreement or arising out of HVCEC's provision of custodial services, except to the extent that the City is not successful therein.
13.
 - (a) No condonation, excusing or overlooking by the City of any default, breach or non-observance of any of HVCEC's obligations under this Agreement at any time shall affect the City'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 City.
 - (c) Any written waiver by the City shall have effect only in accordance with its expressed terms.
 - (d) All rights and remedies of the City under this Agreement shall be cumulative and not alternative.
14. HVCEC 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 provision of custodial services and which may be modified only by further written agreement under seal.
15. 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.
16. The provisions of this indenture shall be binding upon and ensure to the benefit of the parties and their respective successors and (where applicable), permitted assigns.

17. If any of the provisions of this Agreement 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 Agreement.

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

THE CORPORATE SEAL of the Corner Brook City Council was hereunto affixed and these presents executed by its duly authorized signing officers in the presence of:

CORNER BROOK CITY COUNCIL

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

THE CORPORATE SEAL of the
Humber Valley Community
Employment Corporation was
hereunto affixed and these
presents executed by its
duly authorized signing officers
in the presence of:

Witness

Director



Request for Decision (RFD)

Subject: Active Transportation Fund (ATF) - ATF-1278-Great Trail Enhancement - Phase 2

To: Darren Charters

Meeting: Regular Meeting - 17 Jul 2023

Department: Engineering

Staff Contact: Melody Roberts,

Topic Overview:

Attachments: [63637 - ATF-1278-Great Trail Enhancement - Phase 2 - City of Corner Brook - Canada signed](#)

BACKGROUND INFORMATION:

The City of Corner Brook has been granted funding from the Government of Canada through the PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND for the Great Trail Enhancement Phase 2

Phase 2 is the follow-up to a project already funded by Infrastructure Canada (Project # 17-CCR-22-00000) with the goal of establishing a connective active transportation corridor through the City of Corner Brook. The project will see the active transportation trail established in Phase 1 extended along the eastern portion of the City's waterfront. The project includes upgrades to the sidewalk and paved trail (including replacement of existing assets, and addition of new assets), upgrades to a small section of gravel multi-use trail, installation of safer crossing points, installation of culvert and drainage assets, and general furnishings/signage for the entire active transportation route. The successful funding and completion of Phase 2 of this project will create a connected, safe, active transportation thoroughfare through the City, which is integrated into downtown sidewalks, and the City trail networks.

PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council accept the funding as outlined in the Government of Canada project approval, to complete the project under the PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Government of Canada agreement and infrastructure on behalf of the City of Corner Brook.

FINANCIAL IMPACT:

Estimated project cost - \$2,191,722.00

60/40 cost-share funding

Finance Type: Funding

Director of Community, Engineering, Development & Planning Approved - 14 Jul 2023
Legislative Assistant Approved - 14 Jul 2023

City Manager

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**CANADA – CITY OF CORNER BROOK
PERMANENT PUBLIC TRANSIT PROGRAM - ACTIVE TRANSPORTATION FUND
CONTRIBUTION AGREEMENT FOR GREAT TRAIL ENHANCEMENT – PHASE 2**

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Intergovernmental Affairs, Infrastructure and Communities (“Canada”)

AND THE CITY OF CORNER BROOK continued or incorporated pursuant to the [CITY OF CORNER BROOK ACT, R.S.N.L. 1990 (the “Recipient”),

individually referred to as a “Party” and collectively referred to as the “Parties”.

RECITALS

WHEREAS the Active Transportation fund is the first federal fund to target active transportation. It is making \$400 million in federal funding available over 5 years to support a modal shift away from cars and toward active transportation, in support of Canada’s National Active Transportation Strategy;

WHEREAS the Minister of Intergovernmental Affairs, Infrastructure and Communities is responsible for the Program entitled the Permanent Public Transit Program – Active Transportation Fund (“the Program”);

WHEREAS the Recipient has submitted to Canada a proposal for the funding of the Project which qualifies for support under the Program;

WHEREAS Canada provided a letter on December 23, 2022 to City of Corner Brook indicating an approval-in-principle of funding of the project proposal enabling City of Corner Brook to begin undertaking project activities eligible for funding and subject to finalizing a contribution agreement with Canada;

AND WHEREAS the Recipient is responsible for carrying out the Project and Canada wishes to provide financial support for the Project and its objectives;

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Section.

“**Agreement**” means this contribution agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2026.

“**Asset**” means any real or personal property or immovable or movable asset acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement, including but not limited to any Non-owned Asset.

“**Asset Disposal Period**” means the period commencing from the Effective Date and ending five (5) years after the Project Completion Date.

“**Committee**” means the Agreement Monitoring Committee established pursuant to Section 5.1 (Establishment and Dissolution).

“**Communications Activity**” or “**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings,

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blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to the Project in return for financial consideration.

“Declaration of Substantial Completion” means a declaration in the form substantially prescribed in Schedule F (Declaration of Substantial Completion).

“Effective Date” means the date of last signature of this Agreement.

“Eligible Expenditures” means those costs incurred that are directly related to the Project and which are considered eligible by Canada as set out in Schedule A (Eligible and Ineligible Expenditures).

“Final Claim Date” means December 31, 2025.

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“Interim Report” means the report described in Schedule C.1.

“Joint Communications” means events, news releases and signage that relate to the Agreement and are collaboratively developed and approved by the Parties and are not operational in nature.

“Non-Owned Assets” means an Asset to which the Recipient does not hold the title and ownership.

“Project” means the project as described in Schedule B (The Project).

“Project Approval Date” means December 22, 2022 which is the date indicated by Canada in writing to the Recipient following Canada’s approval in principle of the Project.

“Project Completion Date” means the date at which all funded activities of the Project under this Agreement have been completed and which must be no later than November 30, 2024.

“Substantial Completion Date” means the date at which the Project can be used for its intended use as described in Schedule B.1 (Project Description) as will be set out in Schedule F (Declaration of Substantial Completion).

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

“Total Financial Assistance” means funding from all sources towards Eligible Expenditures of the Project, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources.

1.2 ENTIRE AGREEMENT

This Agreement comprises the entire agreement between the Parties in relation to the subject of the Agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty express, implied or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the Effective Date and will terminate on the Agreement End Date subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

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

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Claims

Schedule E – Communications Protocol

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Schedule F – Declaration of Substantial Completion

2. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide funding to the Recipient for the Project.

3. OBLIGATION OF THE PARTIES

3.1 CONTRIBUTION BY CANADA

- a) Canada agrees to pay a contribution to the Recipient of not more than sixty percent (60%) of the total Eligible Expenditures for the Project but only up to a maximum of one million three hundred fifteen thousand thirty-three dollars (\$1,315,033).
- b) Canada will pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.2 (Project Budget).
- c) If Canada's total contribution towards the Project exceeds sixty percent (60%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project and that Canada will have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator to the Project.

3.2 COMMITMENTS BY THE RECIPIENT

- a) The Recipient will complete the Project in a diligent and timely manner, as per the Project details outlined in Schedule B (The Project), within the costs and deadlines specified in this Agreement and in accordance with the terms and conditions of this Agreement.
- b) The Recipient will be responsible for all costs of the Project including cost overruns, if any.
- c) The Recipient will repay to Canada any payment received for disallowed costs, and all ineligible costs, surpluses, unexpended contributions and overpayments made under and according to the terms and conditions of this Agreement.
- d) The Recipient will inform Canada promptly of the Total Financial Assistance received or due for the Project.
- e) During the Asset Disposal Period, the Recipient will ensure that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards.
- f) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be set-off by Canada in accordance with Section 19.6 (Set-off by Canada).
- g) The Recipient will inform Canada immediately of any fact or event that could compromise wholly or in part the Project.
- h) During the Asset Disposal Period the Recipient will ensure:
 - i. that it acquires, secures and maintains all necessary rights, interests, permissions, permits, licences, approvals, registrations, and any other authorizations, to carry out the Project and to provide the ongoing operation, maintenance, and repair of any Asset, in accordance with this Agreement; and,

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- ii. the ongoing operation, maintenance, and repair any Asset as per appropriate standards.

3.3 APPROPRIATIONS AND FUNDING LEVELS

Notwithstanding Canada's obligation to make any payment under this Agreement, this obligation does not arise if, at the time when a payment under this Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this Agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

3.4 FISCAL YEAR BUDGETING

- a) The amount of the contribution payable by Canada for each Fiscal Year of the Project is set out in Schedule B.2 (Project Budget).
- b) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount in Schedule B.2 (Project Budget), the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Section 3.3 (Appropriations and Funding Levels), Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Section 3.1 (Contribution by Canada) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Section 3.1 (Contribution by Canada) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

3.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) Where a change to this Agreement is contemplated, the Recipient will submit to Canada a request for a change.
- b) Where the change is approved by Canada, the Parties will execute the corresponding amendment to the Agreement in accordance with Section 19.14 (Amendments).

3.6 INABILITY TO COMPLETE PROJECT

If, at any time during the term of this Agreement, one or all of the Parties determine that it will not be possible to complete the Project for any reason, the Party will immediately notify the other Party of that determination and Canada may suspend its funding obligation. The Recipient will, within thirty (30) business days of a request from Canada, provide a summary of the measures that it proposes to remedy the situation. If Canada is not satisfied that the measures proposed will be adequate to remedy the situation, then this will constitute an Event of Default under Section 16 (Default) and Canada may declare a default pursuant to Section 16 (Default).

3.7 CONDITION PRECEDENT

- a) Condition(s)
 - The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until:
 - i. In respect of an Asset, the Recipient secures and confirms to Canada the necessary rights or interests in the real property associated with that Asset.

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- ii. The Recipient has provided, and Canada has accepted, confirmation that all funding required to complete the Project has been secured.

b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Section 3.7 (a) (Condition(s)), Canada may terminate the Agreement. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from the termination of the Agreement.

4. RECIPIENT REPRESENTATIONS AND WARRANTIES AND UNDERTAKINGS

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to enter into and execute this Agreement as duly authorized by Resolution # 23-13, dated February 15, 2023.
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets or it has or will have secured all necessary rights, interests, and permissions in respect of the Assets, during the Asset Disposal Period;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that *Act*;
- g) the Recipient has not and the Recipient will ensure that the Recipient will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient will inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is required to be registered.

5. AGREEMENT MONITORING COMMITTEE

5.1 ESTABLISHMENT AND DISSOLUTION

- a) If deemed required by Canada, the Parties will, within sixty (60) business days of the Effective Date, the Parties will establish a Committee of two (2) members, including one Federal Co-chair, and one Recipient Co-chair, to administer and monitor this Agreement.
- b) The Parties agree to notify the other of the appointment within the sixty (60) day period. Any change to the appointment will be communicated to the other Party in writing.
- c) The Committee will exist until both Parties agree in writing that the Committee is no longer needed and that the Committee may be dissolved.

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5.2 MANDATE

The Committee will:

- a) monitor the progress of the Project;
- b) act as a forum to resolve potential issues and address concerns regarding the implementation of the Agreement;
- c) monitor compliance with the terms and conditions of this Agreement;
- d) confirm progress report templates and review the reports set out in Schedule C (Reporting Requirements);
- e) review the information in Schedule B (The Project) and as necessary, recommend to the Parties amendments to Schedule B (The Project)
- f) attend to any other function required by this Agreement or as mutually agreed to by the Parties;
- g) review and amend Schedule F (Declaration of Substantial Completion) to ensure that the list of required documents included therein is appropriate;
- h) establish sub-committees, as needed, for carrying out this Agreement.

5.3 MEETINGS, RECOMMENDATIONS AND DECISIONS

- a) The Committee may meet as often as necessary but must meet at least once a year.
- b) All recommendations and decisions of the Committee must be unanimous and recorded in writing.
- c) If the Committee cannot arrive at a unanimous decision or recommendation, the Committee will refer the matter to the Parties for resolution.

6. CONTRACT PROCEDURES**6.1 AWARDING OF CONTRACTS**

- a) The Recipient will ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner that is otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada becomes aware that a Contract is awarded in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.
- c) In addition to any other remedy available to Canada under this Agreement, if Canada considers the expenditures associated with a Contract to be ineligible under Section 6.1(b), the Recipient shall repay to Canada any funds that have been paid for Eligible Expenditures in relation to the Contract, at Canada's discretion.

6.2 CONTRACT PROVISIONS

The Recipient will ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party will keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada and its designated representatives, to the extent permitted by law, will at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and will have free access to the Project sites and to any documentation relevant for the purpose of audit.

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7. ENVIRONMENTAL AND IMPACT ASSESSMENT

7.1 REQUIREMENTS UNDER APPLICABLE FEDERAL ENVIRONMENTAL OR IMPACT ASSESSMENT LEGISLATION

The Recipient represents and warrants that there are no requirements under applicable federal environmental or impact assessment legislation for the Project.

7.2 CHANGES TO PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada is of the opinion that the Project is subject to federal environmental or impact assessment legislation, the Recipient agrees that construction of the Project or any other physical activity to be carried out in relation to the Project, including site preparation or vegetation removal, will not be undertaken or will be suspended unless and until the legislative requirements are met and continue to be met.
- b) The Recipient also agrees that no funds or additional funds for any Eligible Expenditure for the Project will become or will be payable by Canada to the Recipient unless and until the legislative requirements are met and continue to be met.
- c) Canada may consent in writing that construction or any other physical activity, including site preparation or vegetation removal, be carried out for the portion of the Project not subject to federal environmental or impact assessment and that funds or additional funds for any Eligible Expenditure will be payable by Canada for the portion of the Project not subject to federal environmental or impact assessment.

8. INDIGENOUS CONSULTATION

8.1 INDIGENOUS CONSULTATION

. Canada agrees that a legal duty to consult does not arise for this Project

8.2 CHANGES TO THE PROJECT OR OTHERWISE

- a) If, as a result of changes to the Project or otherwise, Canada determines that Indigenous consultation is required, the Recipient will work with Canada to satisfy its legal duty to consult and, where appropriate, accommodate Indigenous communities.
- b) The Recipient agrees that:
 - a. It will consult with Indigenous communities that might be affected by the Project. Specifically, it will:
 - i. Explain the Project to the Indigenous communities, including Canada's funding role; and
 - ii. Provide a report to Canada, which will include:
 1. a list of all Indigenous communities contacted;
 2. a summary of all communications with the Indigenous communities;
 3. a summary of any issues or concerns that the Indigenous communities have raised, how they were addressed, and any outstanding concerns; and
 4. any other information Canada may consider appropriate.
 - b. Accommodation measures, where appropriate will be carried out by the Recipient and these costs may be considered Eligible Expenditures.
 - c. No construction or any other physical activity, including site preparation or vegetation removal may be carried out in relation to the Project, and no funds or additional funds for any Eligible Expenditure for the Project will be payable by Canada to the Recipient, unless and until Canada is satisfied that its legal duty to consult and, where appropriate, accommodate Indigenous communities has been met and continues to be met.

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9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada will not pay interest for failing to make a payment under this Agreement.
- b) Canada will not pay any claims submitted after December 31, 2025, unless otherwise accepted by Canada.
- c) Canada will not pay any claims until the requirements under Section 3.7 (Condition Precedent), Section 7 (Environmental and Impact Assessment) and Section 8 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada will not pay any claims until the requirements under Schedule C (Reporting Requirements) are, in Canada's opinion, satisfied to the extent possible at the time the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) The Recipient will submit progress claims to Canada in accordance with Schedule B.3 (Claim Frequency Table) covering the Recipient's Eligible Expenditures in a form acceptable to Canada. Each progress claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.1 (Certificate of Compliance for Progress Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. any reporting due in accordance with Schedule C (Reporting Requirements);
 - iv. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Canada will make a payment upon review and acceptance of a progress claim, subject to the terms and conditions of the Agreement.

9.3 FINAL CLAIM AND FINAL ADJUSTMENTS

- a) The Recipient will submit a final claim to Canada by December 31, 2025 covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include the following:
 - i. a certification by a senior official designated in writing by the Recipient in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim) stating that the information submitted in support of the claim is accurate;
 - ii. a breakdown of Eligible Expenditures of the Project claimed, in accordance with Schedule B.2 (Project Budget) in a form set out by Canada;
 - iii. confirmation of the Total Financial Assistance in accordance with Section 3.2 c) (Commitments by the Recipient), in the form set out in Schedule D.2 (Certificate of Compliance for Final Claim);
 - iv. any reporting due in accordance with Schedule C (Reporting Requirements);
 - v. a completed Declaration of Substantial Completion in accordance with Section 9.5 (Declaration of Substantial Completion);
 - vi. upon request by Canada, any of the documents referenced in Schedule F (Declaration of Substantial Completion); and
 - vii. upon request by Canada, any documentation in support of Eligible Expenditures claimed.
- b) Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in

ACTIVE TRANSPORTATION FUND – CONTRIBUTION AGREEMENT FOR GREAT TRAIL ENHANCEMENT - PHASE 2

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respect of the Project and make any adjustments required in the circumstances.

9.4 RETENTION OF CONTRIBUTION

Canada will retain five percent (5%) of its contribution, under this Agreement, as a holdback. The amount retained by Canada will be released by Canada upon review and acceptance of the Final Report described under Schedule C.3 (Final Report) and Canada being satisfied that the Recipient has fulfilled all of its obligations under this Agreement.

9.5 DECLARATION OF SUBSTANTIAL COMPLETION

- a) Prior to executing the Declaration of Substantial Completion, the Recipient will request confirmation in writing from Canada as to whether the Declaration of Substantial Completion lists all relevant documents.
- b) The Declaration of Substantial Completion must be signed by an authorized official of the Recipient as deemed acceptable by Canada, and it must list all relevant documents as determined by Canada.

10. REPORTING

Any Project and performance reporting requirements will be undertaken and completed in accordance with Schedule C (Reporting Requirements).

11. INFORMATION MANAGEMENT

The Recipient will use the process designated by Canada to fulfill the obligations of the Recipient under this agreement, including Section 10 (Reporting) and any other obligations of the recipient as requested by Canada.

12. AUDIT, EVALUATION AND MONITORING FOR COMPLIANCE

12.1 RECIPIENT AUDIT¹

Canada may, at its discretion, conduct a Recipient audit related to this Agreement during the term of this Agreement and up to three years after the Agreement End Date, in accordance with the Canadian Auditing Standards and Section 19.3 (Accounting Principles).

12.2 EVALUATION

The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Program during or after the term of this Agreement. The Recipient also agrees to provide Project-related information to Canada during and following the termination of the Agreement in order for Canada to conduct any evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

12.3 CORRECTIVE ACTION

The Recipient will submit to Canada in writing as soon as possible, but no later than sixty (60) days following receipt of any audit findings or recommendations, a report on follow-up actions taken to address recommendations and results of any audit findings and recommendations.

12.4 RECORD KEEPING

The Recipient will keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

12.6 ACCESS

The Recipient will provide Canada and its designated representatives with reasonable and timely access, at no cost, to the Project sites, facilities, and any

¹ A Recipient Audit is defined as an audit contracted by Canada. Its scope is tailored to the needs of the Department, the type of Recipient and the areas where additional assurance is needed.

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documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement.

13. COMMUNICATIONS

13.1 COMMUNICATIONS PROTOCOL

The Parties will comply with Schedule E (Communications Protocol).

13.2 RECOGNITION OF CANADA'S CONTRIBUTION

The Recipient will acknowledge Canada's contribution in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.

13.3 PUBLIC INFORMATION

The Recipient acknowledges that the following may be made publicly available by Canada:

- a) its name, the amount awarded by Canada, and the general nature of the Project; and
- b) any evaluation or audit report and other reviews related to this Agreement.

13.4 OFFICIAL LANGUAGES

The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. The Recipient will:

- a) ensure that information on the Project is developed and is available in both official languages when intended for the information of, or use by the public;
- b) communicate in such a manner as to address the needs of both official language communities; and,
- c) encourage members of both official languages communities to participate in the Project.

14. INTELLECTUAL PROPERTY

- a) All intellectual property that arises in the course of the Project will vest in the Recipient.
- b) The Recipient will obtain the necessary authorizations, as needed, for the implementation of the Project, from third parties to this Agreement who may own the intellectual property rights or other rights in respect of the Project. Canada will assume no liability in respect of claims from any third party to this Agreement in relation to such rights and to the Agreement.
- c) Canada, in compliance with the *Privacy Act* and relevant privacy regulations, may film or photograph the Recipient, its officers, servants, employees, or agents during visits, activities, and events for the purpose of promoting the Program. The Recipient further agrees that Canada, in compliance with the *Privacy Act*, can use or publish any such film or photograph internally or externally, in whole or in part, in any form and by any medium for the purposes of promoting the Program.

15. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious by exchanging information and will, in good faith and reasonably, attempt to resolve potential disputes.
- b) If a contentious issue arises, the Co-chairs will examine it together and will, in good faith and reasonably, attempt to resolve potential disputes within the Committee as soon as possible and in any event within twenty (20) business days within receipt of notice of such contentious issue. Where the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days.

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- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the issue.
- d) Any payments related to the issue in dispute will be suspended, together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

16. DEFAULT

16.1 EVENTS OF DEFAULT

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project or in this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement.

16.2 DECLARATION OF DEFAULT

Canada may declare a default if:

- a) In Canada's opinion, one or more of the Events of Default occurs;
- b) Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
- c) the Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

16.3 REMEDIES ON DEFAULT

In the event that Canada declares a default under Section 16.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to contribute or continue to contribute funding to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to contribute or continue to contribute funding to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the contribution paid by Canada to the Recipient;
- d) terminate the Agreement.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

17.2 LIMITATION OF LIABILITY

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

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;

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- b) any damage to or loss or destruction of property of any Person; or
 - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

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

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Agreement or Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

18. ASSETS

- a) Unless otherwise agreed to by the Parties, the Recipient will:
 - i. where the Recipient owns the Asset, retain title to and ownership of the Asset or part of the Asset for the Asset Disposal Period; or
 - ii. for a Non-Owned Asset, ensure that title to and ownership for any Non-Owned Asset is retained by the entity with title to and ownership of that Asset for the Asset Disposal Period.
- b) The Recipient will ensure that any Asset will be preserved, maintained, and used for the purposes of the Project, and that no Asset, in whole or in part, will be sold, leased, encumbered or otherwise disposed of, directly or indirectly, during the Asset Disposal Period, unless the Recipient notifies Canada in advance and in writing, and Canada consents to such Asset disposal.
- c) Upon alternate use or disposal of any Asset, which includes selling, leasing and encumbering, or otherwise disposing of, directly or indirectly, during the Asset Disposal Period, the Recipient will reimburse Canada, at Canada's discretion, all or part of the contribution paid under this Agreement by Canada to the Recipient

19. GENERAL

19.1 PUBLIC BENEFIT

The Parties acknowledge that their contributions to the Project are meant to accrue to the public benefit.

19.2 SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

19.3 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the Generally Accepted Accounting Principles (GAAP) in effect in Canada as defined in the Chartered Professional Accountants (CPA) Canada Handbook - Accounting or, where applicable, the CPA Canada Public Sector Accounting Handbook.

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19.4 DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient will constitute a debt due to the federal Crown, which the Recipient will reimburse to Canada forthwith on demand.

19.5 INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient will accrue interest in accordance with the federal *Interest and Administrative Charges Regulations*.

19.6 SET-OFF BY CANADA

Any debt due to the federal Crown by the Recipient may be set-off against any amounts payable by Canada to the Recipient under this Agreement.

19.7 MEMBERS OF THE HOUSE OF COMMONS AND SENATE

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement, or to any benefit arising from it that is not otherwise available to the public. The Recipient will promptly inform Canada should it become aware of the existence of any such situation.

19.8 CONFLICT OF INTEREST

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

19.9 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient or between Canada and a Third Party.
- b) The Recipient will not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Canada.

19.10 NO AUTHORITY TO REPRESENT

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

19.11 ASSIGNMENT

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

19.12 COUNTERPART SIGNATURE

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed and delivered in any number of counterparts (including by electronic signature, facsimile or other means of electronic transmission, such as by electronic mail in "PDF" form), with the same effect as if all Parties had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

19.13 SEVERABILITY

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

PROTECTED B

19.14 AMENDMENTS

- a) This Agreement, including its schedules, can only be amended in writing by the Parties.
- b) Notwithstanding Section 19.14(a) (Amendments), updates to the cashflow in Schedule B.2 (Project Budget) made pursuant to Section 3.4 (Fiscal Year Budgeting) that do not result in an increase to the maximum amount of Canada's contribution under Section 3.1 (Commitments by Canada) may be made administratively through an exchange of written correspondence between the Parties.

19.15 WAIVER

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

19.16 NOTICE

- a) Any notice, information or required documentation provided for under this Agreement must be delivered in person or sent by mail, email, messenger or facsimile to the identified representatives of the Parties at the following coordinates, unless otherwise specified by Canada:

Canada:

Active Transportation Fund
 Infrastructure Canada
 180 Kent Street Ottawa Ontario
 ATF-FTA@inf.gc.ca

Recipient:

City Clerk
 P.O. Box 1080
 Corner Brook, NL A2H 6E1
jsmith@cornerbrook.com
 709-637-1543

- b) Such notice will be deemed to have been received:
 - i. in person, when delivered;
 - ii. if sent by mail, email or facsimile, when receipt is acknowledged by the other Party;
 - iii. if sent by messenger or registered mail, when the receiving Party has signed the acknowledgment of reception.
- c) If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

19.17 COMPLIANCE WITH LAWS

The Recipient will comply with all applicable laws and regulations and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.

19.18 GOVERNING LAW

This Agreement is governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in Newfoundland and Labrador. The Parties attorn to the jurisdiction of the Courts of Newfoundland and Labrador and all courts competent to hear appeals from the Courts of Newfoundland and Labrador.

19.19 SUCCESSORS AND ASSIGNS

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

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20. SIGNATURES

This Agreement has been executed on behalf of His Majesty the King in right of Canada by the Minister of Intergovernmental Affairs, Infrastructure and Communities and on behalf of City of Corner Brook by Mayor Parsons and the City Clerk.

HIS MAJESTY THE KING IN RIGHT OF CANADA

City of Corner Brook

Per: Mark Matz, Director General,
Public Transit, Infrastructure Canada

Per: Jim Parsons
Mayor

Date

Date

Per: Jessica Parsons
City Clerk

Date

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SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible expenditures are those considered to be direct and necessary for the successful implementation of an eligible project and are incurred by an eligible recipient, excluding those explicitly identified in Schedule A.2: Ineligible Expenditures.

Eligible projects include active transportation capital projects and active transportation planning projects. Capital projects refer to new infrastructure construction, enhancement of existing infrastructure, and fixed design and safety features that encourage increased active transportation. Eligible capital projects include, but are not limited to:

- Building or enhancing infrastructure for active transportation, such as multi-use paths, sidewalks, footbridges, separated bicycle lanes, and connections to other roadways (this could include nature trails and other infrastructure which could support recreation, so long as this infrastructure can be demonstrated to reflect merit criteria);
- Enhancing active transportation infrastructure, including design considerations in which there may be no net gain in kilometers of infrastructure, but quality improvements that support greater usage;
- Building or enhancing design features and facilities which promote active transportation, such as storage facilities, lighting, greenery, shade, and benches;
- Building or enhancing safety features which promote active transportation, such as crosswalks, medians, speed bumps, and wayfinding signage.

Eligible Expenditures must:

- be reasonable and directly related to the Project, as determined by Canada;
- be incurred between the Project Approval Date and the Final Claim Date; and
- consist of the following categories of expenditures:
 - Construction of infrastructure assets, e.g., cycling or walking paths.
 - Expenditures directly associated with joint federal communication activities and with federal project signage;
 - Costs/expenditures incurred for consultation or engagement with Indigenous groups on the project. These costs are retroactively eligible dating back to one year prior to the submission of the application for funding. These costs can include legal fees of the Indigenous groups, as part of overall consultation capacity funding, if they are incurred by an Indigenous group who is not a Recipient or an Ultimate Recipient of the given project, are reasonable, as determined by Canada, support consultation efforts, activities or tools and are not used to fund litigation against the Crown;
 - Expenditures incurred for accommodation of adverse impacts on Aboriginal and Treaty rights;
 - Incremental expenditures directly related to meeting specific program requirements, such as climate change and resiliency assessments, as well as creating community employment benefit plans;
 - The incremental costs of the eligible recipients' employees may be included as an eligible expenditure provided that the use of employees or equipment pertains solely to the implementation of the project, and:
 - There is a lack of private sector capacity to undertake the work; or
 - The work involves proprietary or specialized infrastructure or equipment that requires specific knowledge or skill of the recipient's employees; or
 - A collective agreement requires the recipient to use their own unionized employees for certain project work.
 - Costs associated with project monitors or independent certifiers

Project expenditures will only be eligible as of project funding approval, except for expenditures associated with Climate Lens assessments and Indigenous consultation which are eligible before project funding approval, but can only be reimbursed if and when project funding is approved and a contribution agreement has come into force.

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SCHEDULE A.2: INELIGIBLE EXPENDITURES

Certain expenditures are not eligible for funding and therefore will not be considered in the calculation of the total eligible expenditures of the Project, including:

- Expenditures incurred before project funding approval and any and all expenditures related to agreements signed prior to project funding approval, except those specified under Section A.1 of this Schedule.
- Expenditures related to purchasing land, buildings and associated real estate and other fees;
- Expenditures related to cost overruns or incurred for cancelled projects;
- Furnishings and non-fixed assets which are not essential for the operation of the asset/project;
- General repairs and maintenance of a project and related structures, unless they are part of a larger capital project;
- Services on works normally provided by an eligible recipient, incurred in the course of implementation of the project, except those specified as eligible expenditures;
- Taxes for which the eligible recipient is eligible for a tax rebate and all other costs eligible for rebates;
- On-going operations, maintenance and/or electricity and fuel costs associated with the operations of capital assets;
- Legal fees, except those explicitly eligible under Section A.1 of this Schedule
- Financing, interest, and taxes, including principal and interest payments to the Canada Infrastructure Bank;
- Leasing land, buildings, equipment and other facilities except for equipment other than equipment directly related to the construction of the project, real estate fees and related costs;
- Provincial sales tax and Goods and Services tax/HST, for which the recipient is eligible for a rebate, and any other costs eligible for rebates;
- Purchase or maintenance of diesel buses;
- Expenditures related to any good and services which are received through donation or in-kind contribution;
- Employee costs, with the exception of incremental costs which pertain solely to the implementation of the project under Section A.1 of this Schedule; and
- Maintenance expenditures incurred as part of regular operations.

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SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Project Description:

The Great Trail Enhancement - Phase 2 will extend the active transportation trail along the eastern portion of the City's waterfront. The project includes upgrades to sidewalk and paved trail (including replacement of existing assets, and addition of new assets), upgrades to a small section of gravel multi-use trail, installation of safer crossing points, installation of culvert and drainage assets, and general furnishings/signage for the entire active transportation route.

Objective(s):

The objective of the Active Transportation Fund is to increase the total amount, usage, and quality of active transportation infrastructure throughout Canada. In advancing this objective, the Active Transportation Fund would also support the goals of the Strengthened Climate Plan and improve the resilience of communities.

In recognition that almost every journey begins and ends with a form of active transportation, the Fund would prioritize safety and security of Canadians and seek to enhance the impact of other modes of transit by supporting first-and-last kilometre connections to existing and planned infrastructure.

Activities:

Project activities will include the construction or acquisition of the following Assets:

Asset Type	Estimated Length (km) / Count
Sidewalk	3 km
Cross-walk	4
Curbing	3 km
Multi-use paths	1 km

Project Outcomes:

In order to illustrate how the Project will contribute to the Program's outcomes, the Recipient will collect performance data and report on performance indicators. The information concerning these indicators must be provided within the Annual Report and/or Final Report submitted to Canada.

Canada may update and refine the Program's outcomes and performance indicators in order to support performance measurement and reporting to Parliament and Canadians. Any updates will be discussed with the Recipient and will be made administratively through an exchange of written correspondence between the Parties.

The performance indicators in the Annual Report and/or Final Report may include the following, as applicable:

Project Expected Results	
	Performance Indicators
Immediate Outcomes	
Increased capacity of active transportation infrastructure	Total kilometres of new active transportation infrastructure built
Improved active transportation infrastructure	Total kilometres of active transportation infrastructure enhanced
	Total number of safety elements added
	Total number of user experience improvements added
Intermediate Outcomes	
Increased access to active transportation infrastructure	Community connections created

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SCHEDULE B.2: PROJECT BUDGET

Table 1:

Project Budget	Amount
Total Project Cost	\$2,191,722
Total Eligible Cost	\$2,191,722

Table 2:

Total INFC Contribution	Annual Breakdown		Total
	2023-24	2024-25	
INFC Contribution	\$328,759	\$986,274	\$1,315,033

Table 3: Other Sources of Funding

Source	Amount
City of Corner Brook	\$876,689
Total Other Sources of Funding	\$876,689

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SCHEDULE B.3: CLAIM FREQUENCY TABLE

Payment Period	Required Documents	Frequency	Payment Date
Progress Claims	<u>Interim Report, including:</u> <ul style="list-style-type: none"> • Progress Report • Financial Report (claim form, updated cashflow, and Certificate of Compliance for Progress Claim) 	At least once per fiscal year, no later than September 15. Additional claims may be submitted by the Recipient, no more frequently than every 3 months.	Within 30 calendar days of approval of required documents by Canada
Year-end Claim	<u>Year-end Financial Report, including:</u> <ul style="list-style-type: none"> • Claim form (for costs incurred up to March 31) • Updated Cashflow • Certificate of Compliance for Progress Claim 	On or before five (5) business days after March 31.	Within 30 calendar days of approval of required documents by Canada.
Annual Report	<u>Annual Report:</u> (Described in Schedule C.2)	No later than sixty (60) days after March 31.	N/A
Final Claim	<u>Final Report:</u> (Described in Schedule C.3)	December 31, 2025	Within 30 calendar days of approval of required documents by Canada

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SCHEDULE C – REPORTING REQUIREMENTS

The Recipient should contact the Active Transportation Fund in accordance with Section 19.16, to ensure the most up-to-date reporting forms are being used, prior to submitting them to Canada.

Canada will collect information that may be used to analyze the progress of all projects funded by the Program and may inform Program lessons learned and/or be used for communications about the Program.

SCHEDULE C.1: INTERIM REPORT

- a) The Recipient will submit Interim Reports to Canada at a timing and frequency determined by Canada, which will be no less frequently than annually but not more frequently than quarterly. The frequency will remain the same, unless the Recipient is otherwise notified by Canada. Notwithstanding the foregoing, for the last Interim Report period of the Fiscal Year, the Recipient will submit an Annual Report instead of an Interim Report.
- b) The Interim Report will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada.
- c) Interim Reports will be comprised of a progress report, a financial report, and two attestations, in formats provided by Canada;
- d) The Progress Report must include, at a minimum:
 - i. Recipient name, Project title and Project identification number;
 - ii. Reporting period dates;
 - iii. Construction dates;
 - iv. Summary of Project activities and progress achieved to date;
 - v. Update on Project risks or issues affecting the progress of the Project, if any, and mitigation measures;
 - vi. Planned Project activities for the upcoming period, including any variation from the workplan (if applicable);
 - vii. Confirmation of the Project's installed signage, if applicable; and
 - viii. Update on Communication Activities to date and future communications plans.
- e) The financial report must include at a minimum:
 - i. Recipient name, Project title and Project identification #;
 - ii. Reporting period dates; and
 - iii. Expenditures for the reporting period and updated cash flow forecast for the upcoming fiscal year(s).
- f) The Interim Report will be attested by:
 - i. a senior designated official, duly authorized by the Recipient; and
 - ii. a construction manager or other professional assigned to the project and designated by the Recipient.

SCHEDULE C.2: ANNUAL REPORT

- a) The Recipient will submit an annual report ('Annual Report') for the end of each Fiscal Year period covered by this Agreement no later than sixty (60) days following the end of the Fiscal Year. The Annual Report will be attested by a senior designated official, duly authorized by the Recipient, stating that the report is factually correct and that the Recipient and the Project continue to maintain eligibility under the Program. Notwithstanding the foregoing, for the last Fiscal Year period, the Recipient will submit a Final Report instead of an Annual Report.

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- b) The Annual Report will be submitted to Canada in an agreed upon format acceptable to Canada and will include at a minimum:
- i. Recipient name;
 - ii. Project title and Project identification number;
 - iii. Reporting period dates;
 - iv. Construction dates;
 - v. Confirmation of the Project's installed signage, if applicable;
 - vi. Confirmation of Communication requirements met for the reported period year, if applicable;
 - vii. Summary of the implementation progress of the project, by project phase, including:
 - Summary of central project activities (including major construction and any delays, if applicable) for progress achieved to date;
 - Planned Project activities for the upcoming Fiscal Year;
 - viii. Update on results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada, if applicable.

SCHEDULE C.3: FINAL REPORT

- a) The Recipient will submit a Final Report to Canada with the final claim.
- b) The final report ('Final Report') will be attested by a senior designated official, duly authorized by the Recipient and submitted to Canada in an agreed upon format acceptable to Canada as substantially identified using the template identified in Schedule D: Certificate of Compliance for Final Claim.
- c) The Recipient will submit a Final Report to Canada for approval no later than December 31, 2025.
- d) The content of the Final Report will include at a minimum:
 - i. A general description of the Project's major achievements, including a aggregated information and data identified in Annual Reports for the period of the Project; in Annual Reports;
 - ii. A completed Schedule F (Declaration of Substantial Completion);
 - iii. Details of the funds and their management, including:
 - i. a description of Project activities and funds expended on Project activities for the period of the Project.
 - ii. an audit conducted by an independent third party for the period of the Project
 - iii. results achieved towards the Project outcomes using performance measures identified in Schedule B.1 (Project Description) and by Canada which may inform Program lessons learned and/or be used for communication about the Program; and
 - iv. a reconciliation of financial reporting.

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SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR CLAIMS

SCHEDULE D.1: CERTIFICATE OF COMPLIANCE FOR PROGRESS CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and City of Corner Brook (the “Recipient”), represented by _____(Name), concerning the Great Trail Enhancement – Phase 2 Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the progress claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
5. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

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SCHEDULE D.2: CERTIFICATE OF COMPLIANCE FOR FINAL CLAIM

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Intergovernmental Affairs, Infrastructure and Communities, and the City of Corner Brook (the "Recipient"), represented by _____(Name), concerning the Great Trail Enhancement – Phase 2 Project (the "Agreement").

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. That I hold the position of _____ with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
2. I am duly authorized by the Recipient to give this Certificate under [RECIPIENT INSERTS THE COMPLETE REFERENCE TO THE BY LAW OR INTERNAL POLICY AUTHORITY THAT ALLOWS THEM TO PROVIDE THIS CERTIFICATION] dated [DATE].
3. I have read and understood the Agreement and the final claim submitted by the Recipient thereunder dated the same date as this Certificate and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
4. The Recipient, at the date of this Certificate, has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
5. The expenditures claimed are Eligible Expenditures in accordance with the Agreement.
6. All representations and warranties of the Recipient contained in the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
7. The Project as defined in the Agreement has been completed.

[If applicable, add:]

8. The Project, to the best of my knowledge and belief, conforms to the applicable federal environmental or impact assessment legislation.

[If applicable, add:]

9. All applicable mitigation measures, accommodation measures and follow-up measures required to be performed during the Project implementation as a result of Indigenous consultations have been implemented.
10. The Total Financial Assistance received or due for the Project in accordance with Section 3.2 c) (Commitments by the Recipient) is as follows:
[INCLUDE ALL TOTAL FINANCIAL ASSISTANCE RECEIVED OR DUE]
11. This Certificate of Compliance does not preclude any rights of Canada to verify, audit or inspect as per the terms and conditions of the Agreement.
12. The Recipient is not entitled to payment of any amount under the Agreement, other than any amount requested by the Recipient in accordance with the Agreement on or prior to the date of this Certificate.

Dated, this _____ day of _____ 20__

_____ Signature

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SCHEDULE E – COMMUNICATIONS PROTOCOL

SCHEDULE E.1: PURPOSE

This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the funded Project.

This Communications Protocol will guide all Communications Activity planning, development and implementation with a view to ensuring efficient, structured, continuous and coordinated communications to the Canadian public.

The provisions of this Communications Protocol apply to all Communications Activities related to any Program funding and the Project funded under this Agreement. Such Communications Activities may include, but are not limited to, public or media events, news releases, reports, web and social media products or postings, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, and multi-media products.

SCHEDULE E.2: GUIDING PRINCIPLES

The Parties recognize the importance of managing the delivery of coherent Communications Activities based on the principle of transparent and open discussion and collaboration.

Communications activities undertaken through this Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits from each Party.

The communication activities undertaken jointly by Canada and the Recipient should recognize the funding of all contributors to the Project.

SCHEDULE E.3: GOVERNANCE

The Parties will designate communications contacts that will work collaboratively to prepare communications activities for the project announcement, milestones, and completion.

SCHEDULE E.4: PROGRAM COMMUNICATIONS

Canada retains the right to meet its obligations to communicate information to Canadians about the Program and the use of funding through its own communications products and activities.

Canada and the Recipient may also include general program messaging and an overview of this Project as an example in their own communications products and activities. The Party undertaking these activities will recognize the funding of the Parties.

Canada and the Recipient agree that they will not unreasonably restrict the other Party or other funding contributors from using, for their own purposes, public communications products related to the Project that were prepared collectively or individually by the Parties, and if web-based, from linking to them.

SCHEDULE E.5: JOINT COMMUNICATIONS

Canada, the Recipient, or other funding contributors may request to have Joint Communications about the Project.

Joint Communications include, but are not limited to, media events such as news conferences; in-person and virtual funding announcements; official milestone events or ceremonies like ground breakings and openings; and news releases.

The Parties agree to have regular media events about the funding and status of the Project. Key milestones may be marked by public events, news releases and/or other mechanisms.

Joint Communications related to the Project funded under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.

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All Joint Communications material will be approved by Canada prior to release, and will recognize the funding of all Parties.

The requestor of a Joint Communication will provide at least fifteen (15) business days of notice to the other Parties of their intention to undertake such a communication. If the Joint Communication activity is a funding announcement or milestone event, it will take place on and at a mutually agreed upon date, time, and location.

The Party undertaking these activities will provide equal opportunity for the other Parties to participate and choose their own designated representative. Each Party will be represented by an equal number of individuals, in joint communications and events, unless otherwise agreed upon. All Joint Communications will recognize the funding of all contributors.

The Ultimate Recipient of the Project will be responsible for providing communications and logistics support for both virtual or onsite events. Canada will be responsible for development, translation and approvals of joint communications products for funding announcements (ex. news releases, media advisories). Milestone communications (such as ground breakings and ribbon cuttings), will be coordinated by ultimate recipients and all funding partners will be invited and recognized. Communications materials (such as media advisories and news releases) for milestone announcements are developed by the ultimate recipient and will offer Canada and other funding partners the ability to contribute a quote.

All Joint Communications material related to media events must be approved by Canada and recognize the funding of all Parties (Canada, Provinces/Territories, Recipient and others as appropriate).

All Joint Communications material related to funding announcements must reflect Canada's Policy on Official Languages and the Federal Identity Program.

The conduct of all Joint Communications and media events and products will follow the Table of Precedence for Canada.

SCHEDULE E.6 INDIVIDUAL COMMUNICATIONS

The Recipient will ensure that:

- a. Where a website or webpage is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Canada's website, at www.infrastructure.gc.ca. The guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.
- b. The Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to photo@inf.gc.ca along with the Project's name and location.

SCHEDULE E.7: OPERATIONAL COMMUNICATIONS

The Recipient is solely responsible for operational communications with respect to the Project, including, but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official language policy.

Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada."

Canada and the Recipient will share information promptly with the other Party should significant media inquiries be received or if major stakeholder issues relating to the Project arise.

PROTECTED B

SCHEDULE E.8: SIGNAGE

Canada, the Recipient and other funding contributors may request a Project sign recognizing their funding contribution to a Project.

Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.

The joint sign design, content, and installation guidelines for how this recognition is to appear and language requirements are published on Canada's website, at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.

Digital signage may also be used in addition to or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.

Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, it must recognize the federal contribution and be approved by Canada.

The Recipient agrees to inform Canada of federal sign installations, through the project progress report (Schedule C).

Where a physical sign is being installed, signage should be erected at the Project site(s) thirty (30) days, or one month, prior to the start of construction, be visible for the duration of the Project, and remain in place until thirty (30) days after the construction is completed and the infrastructure is fully operational or open for public use.

Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

SCHEDULE E.9: COMMUNICATIONS COSTS

The eligibility of costs related to communication activities that provide public information on this Agreement will be subject to Schedule A (Eligible and Ineligible Expenditures) and must be agreed to in advance by Canada.

SCHEDULE E.10: ADVERTISING CAMPAIGNS

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to the Program or the Project. However, such a campaign must respect the provisions of this Agreement and the Government of Canada requirements for advertising. In the event of such a campaign, each Party agrees to inform the other Party of its intention, no less than twenty-one (21) business days prior to the campaign launch.

PROTECTED B

SCHEDULE F – DECLARATION OF SUBSTANTIAL COMPLETION²

In the matter of the Agreement entered into between His Majesty the King in right of Canada, as represented by the Minister of Infrastructure and Communities, and the City of Corner Brook (the “Recipient”), represented by _____(Name), concerning the Great Trail Enhancement – Phase 2 Project (the “Agreement”).

I, _____(Name), of the City/Town of _____, Province/Territory of _____, declare as follows:

1. I hold the position of _____with the Recipient and as such have knowledge of the matters set forth in this declaration and believe this declaration to be true.
- 2.
- a) I have received the following documents for the Great Trail Enhancement – Phase 2 Project:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____(Name), a _____(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...
- b) Based on the above documents and the representations made to me by the professionals identified in section 2(a) above, I declare to the best of my knowledge and belief that the Project has been substantially completed, in that it can be used for its intended use, as described in Schedule B.1 (Project Description), as defined in the Agreement, on the _____ day of the _____ 20__.

[Insert #3, if applicable:]

3. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with the guidelines of the Agreement:
 - i. [LIST NAME OF RELEVANT DOCUMENT, e.g. Certificate of Completion, Certificate of Performance, Occupancy Permit, etc.] [INSERT if applicable “signed by _____(Name), a _____(Profession, e.g. professional engineer, professional architect or other applicable professional) for the Project.”]
 - ii. ...

[Insert #4, if applicable:]

4. I have received the following documents and based on these documents and representations made to me by the professionals identified below, I declare to the best of my knowledge and belief that the Project conforms with, as applicable, the [LIST THE APPLICABLE ENVIRONMENTAL REVIEW OR ASSESSMENT e.g., the Canadian Environmental Assessment Act, 2012, Impact Assessment Act, or Northern Regime]:
 - i. [LIST NAME OF RELEVANT DOCUMENT] signed by _____(Name), an _____

² Include known documents required under the program in in the space provided. Use a separate line for each document using the same text/approach as in subparagraph i of each section. Additional documents may be added to this schedule over the course of the agreement on concurrence of the Parties. If applicable, as per Section 5 (Agreement Monitoring Committee), the AMC may review and recommend at any point over the duration of the Agreement that notice be provided to change this schedule. As per Section 9 (sub-section 9.3 or 9.5 depending on the circumstance) - Declaration of Substantial Completion - the Recipient is to request confirmation in writing from Canada as to whether the list of documents is complete prior to signing the Declaration and submitting it to Canada with the final claim.

PROTECTED B

(Profession, e.g. environmental consultant or other applicable professional).

ii. ...

5. All terms and conditions of the Agreement that are required to be met as of the date of this declaration have been met.

Declared at _____ (City/Town), in _____
(Province/Territory)

this _____ day of _____, 20_____.

Signature



Request for Decision (RFD)

Subject: Confirmation of Order

To: Deon Rumbolt
Meeting: Regular Meeting - 17 Jul 2023
Department: Development and Planning
Staff Contact: Darryl Skinner, Development Skinner
Topic Overview: Confirmation of Order 2023-03
Attachments: [Order 2023-03 6 Commercial Street](#)

BACKGROUND INFORMATION:

Since the previous meeting of Council the following Order was issued by the Department of Community, Engineering, Development & Planning and therefore must be confirmed by Council pursuant to Section 109(4) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2023-03	July 7, 2023	6 Commercial Street	Section 8 of the City of Corner Brook Development Regulations	Stop Work Order

Section 109(4) of the Urban and Rural Planning Act 2000 requires that all orders issued by the Authority be confirmed by a majority of Council at the next meeting of the Council after the order is made. If the order is not confirmed by Council in this manner, it shall be considered to be cancelled.

PROPOSED RESOLUTION:

In accordance with section 109(4) of the Urban and Rural Planning Act the following Order is hereby confirmed by Council. Order #2023-03.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 Urban and Rural Planning Act
 109(4)

RECOMMENDATION:

1. That the Council of the City of Corner Brook confirm Order #2023-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not confirm Order #2023-03 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

	Approved - 10 Jul 2023
Director of Community, Engineering, Development & Planning	Approved - 10 Jul 2023
Administrative Assistant to the City Manager	Approved - 11 Jul 2023

City Manager



STOP WORK ORDER

2023-03

To: Urban Woodworks Ltd.

WHEREAS your company, Urban Woodworks Ltd. is identified as operating a workshop from the property located at 6 Commercial Street, Corner Brook, in the Downtown Smithville use, zone;

AND WHEREAS no permit has been issued to Urban Woodworks Ltd. for the use of this building, as required by Section 8 of the City of Corner Brook Development Regulations;

AND WHEREAS on May 8, 2023 the City of Corner Brook refused your application to operate a workshop business at the 6 Commercial Street property as it is an industrial use that is not permitted in the Downtown Smithville zone ;

YOU ARE HEREBY ORDERED under Section 102 of the Urban and Rural Planning Act to discontinue the use of 6 Commercial Street by Urban Woodworks Ltd. immediately and remove all industrial materials, equipment and machinery from the premises.

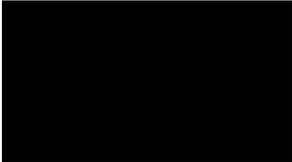
YOU ARE HEREBY ALSO ORDERED under Section 102 of the Urban and Rural Planning Act to obtain the proper electrical permit(s) and submit certification in writing to the City of Corner Brook that the electrical upgrades/alternations carried out meets the latest applicable electrical code.

Under Section 106 of the Urban and Rural Planning Act, 2000 any person who contravenes an order made under the act is liable, upon summary conviction, to a fine of not less than \$500 and not more than \$1000 for the first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for a subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

Under Section 102 (5) of the Urban and Rural Planning Act, 2000 where a person to whom an order is directed under this section does not comply with the order or part of it, the council, regional authority, authorized administrator or minister may take the action that it considers necessary to carry out the order and any costs, expenses or charges incurred by the council, regional authority, authorized administrator or minister in carrying out the order are recoverable against the person against whom the order was made as a debt owed to the council, regional authority, authorized administrator or the Crown.

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board
4th Floor (West Block)
Confederation Building
P.O. Box 8700
St. John's, NL A1B 4J6

 brook, this 7th day of July, 2023 A.D.



Request for Decision (RFD)

Subject: 355 O'Connell Drive, Discretionary Use

To: Deon Rumbolt

Meeting: Regular Meeting - 17 Jul 2023

Department: Development and Planning

Staff Contact: Darryl Skinner, Development Skinner

Topic Overview: The City of Corner Brook has received an application to operate a Chiropractic Business from the property located at 355 O'Connell Drive, Corner Brook, NL. The building is located in the Light Industrial Zone where the proposed use, (Personal Service) is considered a "Discretionary Use" of the City of Corner Brook's Development Regulations.

Attachments: [355 O'Connell Drive \(memo \)](#)
[Attachment #1](#)

BACKGROUND INFORMATION:

On July 4th, 2023 the application was placed on the City of Corner Brook's website and also was advertised in the local newspaper giving the general public a chance to express any concerns that they may have with this development. The city did not receive any response from the public on this application.

PROPOSED RESOLUTION:

Be it resolved that Council of the City of Corner Brook in its Authority approve the application for the proposed Chiropractic Business at 355 O'Connell Drive , Corner Brook, NL.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
City of Corner Brook Development Regulations
Section 128

RECOMMENDATION:

After reviewing the proposed application and location, staff does not feel that the Chiropractic Business will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed Chiropractic Business at 355 O'Connell Drive, Corner Brook, NL.

ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approve the application for the proposed Chiropractic Business at 355 O'Connell Drive as recommended.
2. That the Council of the City of Corner Brook not approve the application for the proposed Chiropractic Business at 355 O'Connell Drive .
3. That the Council of the City of Corner Brook to give other direction to Staff.

	Approved - 11 Jul 2023
Director of Community, Engineering, Development & Planning	Approved - 12 Jul 2023
Administrative Assistant to the City Manager	Approved - 13 Jul 2023

City Manager

Community Services Department**Memo**

To: Deon Rumbolt, Manager of Development and Planning
From: Darryl Skinner, Development Inspector III
Date: July 12, 2023
Re: Discretionary Use / Chiropractic Business at 355 O'Connell Drive

The City of Corner Brook has received an application to operate a Chiropractic Business from the property located at 355 O'Connell Drive, Corner Brook, NL. The building is located in the Light Industrial Zone where the proposed use, (Personal Service) is considered a **"Discretionary Use"** of the City of Corner Brook's Development Regulations.

On July 4th, 2023 the application was placed on the City of Corner Brook's website and also was advertised in the local newspaper giving the general public a chance to express any concerns that they may have with this development. The city did not receive any response from the public on this application.

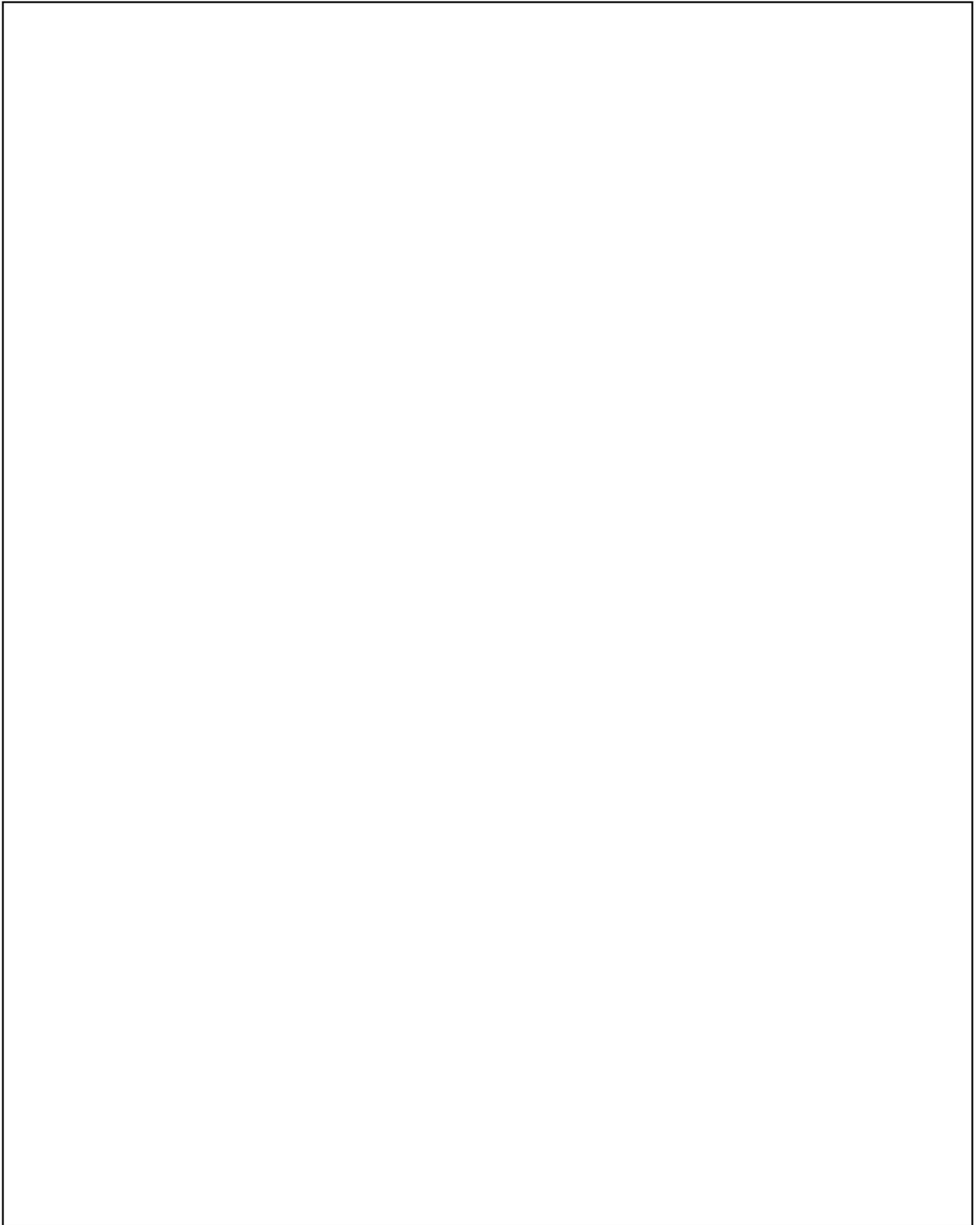
After reviewing the proposed application and location, staff does not feel that the Chiropractic Business will have any negative impacts on the surrounding area. Therefore, it is recommended that Council approve the application for the proposed Chiropractic Business at 355 O'Connell Drive, Corner Brook, NL.

Sincerely,


Darryl Skinner
Development Inspector III

Attachments:

1. Picture of Building
2. Memo





City of Corner Brook
Community Services Department
Planning Division

5 Park St, Corner Brook, NL (PO Box 1080)
Corner Brook, NL, Canada, A2H 6E1
709-637-1666 city.hall@cornerbrook.com

PROJECT: Chiropractic Office

TITLE: Discretionary Use

THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

NOTES:

LOCATION: 355 O'Connell Drive

PREPARED BY: Darryl Skinner

DEPARTMENT: Community, Engineering, Development and Planning

DATE: 2023-07-11

PAGE: 1 **OF** 1 **VERSION:** 1



Request for Decision (RFD)

Subject: Discretionary Use - Home Based Business Office - 81 West Valley Road

To: Deon Rumbolt
Meeting: Regular Meeting - 17 Jul 2023
Department: Development and Planning
Staff Contact: James King,
Topic Overview: Home Based Business Office - 81 West Valley Road
Attachments: [Memo - Home Based Business Office 81 West Valley Road](#)
[Application - 81 West Valley Road](#)
[Figure 1 - 81 West Valley Road.JPG](#)

BACKGROUND INFORMATION:

The City of Corner Brook has received an application to operate a home based business office (wedding and event rental business) from the dwelling located at 81 West Valley Road which is located in a Residential Medium Density Zone. A notice was delivered to residents in the immediate area of 81 West Valley Road and as a result of this notice, no submissions were received. It is not proposed to have anybody visit the property.

PROPOSED RESOLUTION:

Be it **RESOLVED** that the Council of the City of Corner Brook approve the application to operate a home based business office from the dwelling located at 81 West Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.

GOVERNANCE IMPLICATIONS:

Bylaw/Regulations
 City of Corner Brook Development Regulations
 11

RECOMMENDATION:

Staff recommends option 1.

ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office from the dwelling located at 81 West Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office from the dwelling located at 81 West Valley Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 11 Jul 2023
Director of Community, Engineering, Development & Planning	Approved - 12 Jul 2023
Administrative Assistant to the City Manager	Approved - 13 Jul 2023

City Manager

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: **81 West Valley Road – Home Based Business Office**
Date: July 11, 2023

The City of Corner Brook has received an application to operate a home based business office from the dwelling located at 81 West Valley Road which is located in a Residential Medium Density Zone.

A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 81 West Valley Road indicating the above mentioned request. As a result of this notice, no submissions were received. There will not be any visitors to the property.

A site inspection by City staff has revealed that there is sufficient parking at this location for the existing dwelling unit and the proposed home based business office.

After review of the application and the results to the notice to occupants, it is recommended that the Council of the City of Corner Brook approve this application.

Should you require further information, please contact me at your convenience.

Signed: _____
James King, CET, CPT

From: ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>
Sent: June 21, 2023 4:52 PM
To: Barker, Shelley
Subject: Online Permit Submission

Follow Up Flag: Follow up
Flag Status: Flagged

Date

06/21/2023

Owner Name

[REDACTED]

Phone Number

[REDACTED]

Email

[REDACTED]

Owner / Applicant Address

81 West Valley Road
Corner Brook, Newfoundland and Labrador A2H 2X4
Canada
[Map It](#)

Property Address

81 West Valley Road
Corner Brook, Newfoundland and Labrador A2H 2X4
Canada
[Map It](#)

Builder Address

Newfoundland and Labrador
Canada
[Map It](#)

Building Type (Please check appropriate box)

- RESIDENTIAL

Construction Type (Please check appropriate box)

- OTHER

Development Type (Please check appropriate box)

- HOME BASED BUSINESS

Description of Work

No work being done. Just application for home based business.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

I agree to terms in the declaration

DECLARATION:

I hereby apply for permission to carry out the development herein. I declare that all the information given by me in connection with this application is true and correct to the best of my belief and that the development described, if permitted, will be carried out in accordance with all applicable laws and regulations of the Province of Newfoundland and Labrador and the City of Corner Brook.

NOTE:

Where the Applicant and Property Owner are not the same, the signature of the Property Owner may be required before the application can be processed.

Consent

I agree to the privacy policy stated below.

The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.

This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.




City of Corner Brook
 Community Services Department
 Planning Division
 5 Park St, Corner Brook, NL (PO Box 1080)
 Corner Brook, NL, Canada, A2H 6E1
 709-637-1666 city.hall@cornerbrook.com

PROJECT: Discretionary Use
TITLE: Home Based Business Office
THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

NOTES:

LOCATION: 81 West Valley Road		
PREPARED BY: J. King		
DEPARTMENT: Development & Planning		
DATE: 2023-07-11		
PAGE: 1	OF 1	VERSION: 1



Request for Decision (RFD)

Subject: ICMA TV- Video Proposal

To: Rodney Cumby
Meeting: Regular Meeting - 17 Jul 2023
Department: City Manager
Staff Contact: Gloria Manning, Administrative Assistant to the City Manager
Topic Overview: ICMA TV- Video Proposal
Attachments: [ICMA TV Proposal - City of Corner Brook](#)

BACKGROUND INFORMATION:

Staff have received an offer from ICMA TV to profile the City of Corner Brook in the 'Thought Leadership' broadcast at this year's ICMA Annual Conference.

They are excited by the work taking place in our City and they believe that this will generate a huge amount of interest with the attendees of the ICMA Annual Conference and with the wider communities and businesses afterwards as well.

We would have editorial oversight over the content of the video as well as copyright and all other rights, including intellectual property rights for all of the footage filmed by WebsEdge on our behalf so that we can use it for any purpose we wish.

Apart from the fantastic peer recognition and exposure, other benefits of this type of project include the following:

- Attracting businesses or industry to relocate to the city
- Attracting families and workers to relocate to the city
- Recruiting and retaining employees to work for the city
- Communicating positive outcomes to the city community
- Building partnerships & collaborations with government
- Building partnerships & collaborations with developers or investors

Attached is a proposal confirming the key points of the project and includes a breakdown of the associated costs, production process and the reach.

PROPOSED RESOLUTION:

Be it **RESOLVED** to accept the proposal from ICMA TV in the amount of \$24,300 (US) for the production, broadcast & distribution of a Thought Leadership video.

FINANCIAL IMPACT:

\$24,300 US

Finance Type: Budget

Legislative Assistant	Approved - 13 Jul 2023
Administrative Assistant to the City Manager	Approved - 13 Jul 2023

City Manager



ICMA TV Proposal

Client Name:	City of Corner Brook, NL
Event:	ICMA Annual Conference 2023 Austin, TX. September 30 – October 4, 2023.

Proposal prepared for the City of Corner Brook detailing the production, broadcast & distribution of a Thought Leadership video that will be highlighted at the ICMA Annual Conference 2023 and online

Background

ICMA is partnering again with the international film and broadcasting company, WebsEdge to produce ICMA TV. This venture serves to raise the visibility of cities and counties that are at the cutting edge of innovation in public administration and local government and provides them with a platform to disseminate their successful programs, initiatives, and best practices to the national local government community.

If you would like to get a better understanding of the style and structure of the films, the following link will take you to various ICMA TV videos. WebsEdge has been the official broadcast partner for the ICMA Annual Conference for the last 18 years; throughout this partnership, we have worked with many of the most prestigious cities and counties across North America and internationally:

https://websedge.com/videos/icma_tv/#/

Video Focus

This video will profile the City of Corner Brook in a film highlighting your long and storied history, a thriving local economy and real-estate sector, as well as exceptional transport links to extensive and beautiful natural spaces. In particular we are interested in hearing more from you so we can tell the story of the City of Corner Brook at the ICMA conference, as we believe you will make an exceptional fit with our focus areas at the 2023 ICMA Annual Conference this fall.

Distribution

The ICMA Annual Conference is the world's largest gathering of local government management professionals. Your video will be featured in the unique and exclusive ICMA TV broadcast at the ICMA Annual Conference 2023 to the delegation as follows:

- Broadcast throughout the conference on large ICMA branded screens situated in high traffic locations
- Broadcast on large ICMA branded screens at the ICMA TV Studio
- Included withing the daily ICMA TV highlight shows during the week of the ICMA Annual Conference
- Included in all ICMA TV social media activity on multiple channels done before, during and after the event
- On dedicated cable channels in official delegates' hotel rooms in the Austin area
- In the ICMA TV online coverage during the event

Your video will then be broadcast on the media player on the ICMA website, and ICMA TV YouTube channel for a minimum of 12 months after the ICMA Annual Conference 2023.

Format

Your 5-minute video will be shot in high definition 16:9 widescreen ratio. The finished edited film can be supplied to you in any file format (e.g. .mp4, .mov, .fov).

WebsEdge will supply master copies of the final edited video, as well as a shorter 1-minute highlight version for social media output, and all the raw material from the shoot on an electronic hard drive.

Editorial Control

You will have editorial oversight over the content of the video. WebsEdge will not broadcast any footage on the City of Corner Brook until you have signed off the final proof of the video to confirm that you are happy with the content and confirmed that it conforms with any relevant brand guidelines you may have.

Production & Filming Schedule

Stage 1: Preproduction consultation with WebsEdge Producer to discuss the details and messages of the video, potential interviewee's, visuals, case study material, filming locations and dates for the filming to take place

Stage 2: The producer will provide a filming schedule for you to approve.

Stage 3: The filming will take place on any date selected by you. We have a crew that is local to you in Newfoundland who will conduct the filming. This means that they can be responsive to your needs on when the filming takes place and they will be fully vaccinated, come equipped with PPE where required and adhere to any social distancing restrictions in place to ensure that the filming is done safely. We can also conduct remote interviews with clients or other people unable to make it to your chosen location for the day of filming.

Stage 4: WebsEdge will produce a 1st Edit of the video.

Stage 5: You will then be able to view the video on a secure location online and dictate any changes you require.

Stage 6: WebsEdge will implement any changes and continue the process until you sign off the final proof of the video.

Stage 7: The final edit of the video is then taken to the ICMA Annual Conference for broadcast as detailed above.

Rights & Benefits

You will have the copyright and all other rights, including intellectual property rights for all of the footage filmed by WebsEdge on your behalf so that you can use it for any purpose you wish. All material will be delivered to the City of Corner Brook after you have signed off the final edit of your video.

Apart from the fantastic peer recognition and exposure, other groups we have worked with have found the above very useful in a number of different areas:

- Attracting businesses or industry to relocate to the city
- Attracting families and workers to relocate to the city
- Recruiting and retaining employees to work for the city
- Communicating positive outcomes to the city community
- Building partnerships & collaborations with government
- Building partnerships & collaborations with developers or investors.

Cost

The cost of this package is fixed at \$24,300 USD which is fully inclusive for a one-day shoot and covers all aspects of the pre-production, filming, editing, post-production, broadcasting and distribution, including travel, sustenance, equipment hire, insurance, etc. A breakdown of the cost is detailed below:

Production Costs:	8,900.00
All pre-production consultation / scheduling / planning and briefing	2,850.00
1 - 10 hr day shoot with Director or Reporter, Camera Operator with Kit - Incl lighting / sound / camera (HD)	5,475.00
All transport and expenses for crew	300.00
Media transfer to hard drives, consumables and transport of rushes	275.00
Post-production Costs:	9,150.00
Edit Producer – Incl logging & Scripting/Edit Supervising	2,640.00
2 day Editor & Edit Suite - incl 2D gfx	4,430.00
1/2 Day Editor & Edit Suite for Amendments	840.00
Picture grade and sound mix	820.00
Mastering, Encoding, Uploading & Archiving	310.00
Copyright free music	110.00
Distribution Costs:	6,250.00
Broadcast within the daily shows during the ICMA Annual Conference	4,300.00
Broadcast on all social media conducted by ICMA TV during the event	975.00
Upload & upkeep of appropriate web channels for 12 months	375.00
Indefinite copyright licensing to client of video and footage	600.00
Total:	<u>\$24,300.00</u>

NB - This cost is a flat rate for the package and is the same amount that applies to every city or county that is profiled in this way at the ICMA Annual Conference with one day of filming.

WebsEdge is a trading name of WebsEdge Limited: 6 Henrietta Street, London, WC2E 8PT, UK

Registered in England: No. 3520183



Request for Decision (RFD)

Subject: Code of Conduct Complaint Decision

To: Rodney Cumby

Meeting: Regular Meeting - 17 Jul 2023

Department: City Manager

Staff Contact: Rodney Cumby, City Manager

Topic Overview: The following complaint is coming forward for council decision as per the Municipal Conduct Act.

Attachments: [Investigation Report - Corner Brook - Peddle Parsons](#)

BACKGROUND INFORMATION:

As per the Municipal Conduct Act once a report is submitted to council by the investigator or the City Manager, following a code of conduct complaint, the report shall be reviewed at a privileged meeting of Council. Once reviewed, the matter shall be brought forward to a public meeting to make a determination whether the respondent has contravened the code of conduct or not in the form of a resolution. If council comes to the conclusion that code of conduct has not been violated, a motion would be made to dismiss the complaint. If council determines that a contravention of the code of conduct has occurred, Council must determine, by form of resolution, what (if any) should be the penalties imposed on the respondent as prescribed in Section 15 of the Act. (Municipal Conduct Act attached for reference)

Therefore in regards to the complaint in question, made against Mayor J. Parsons, the conclusions of the investigator's report was as follows:

"I write in connection to the above captioned matter and further to an investigation conducted in accordance with the City of Corner Brook (the City) 2023 Code of Conduct for Mayor and Councillors (the Code). As you are aware, a complaint under the Code was filed by Cathy Peddle (the Complainant) against Mayor Jim Parsons (the Respondent). I have completed an investigation into this matter in accordance with the principles of procedural fairness. Based on the definitions found within the Code, I find that the complaint is not founded."

Council must, by resolution (as referenced above) determine whether to follow the recommendation of the report or not. The report is attached for reference.

PROPOSED RESOLUTION:

Be it **RESOLVED** to dismiss the complaint in question made against Mayor Jim Parsons.

GOVERNANCE IMPLICATIONS:

Legislation
Other
Municipal Conduct Act
14 & 15

Legal Review: Yes

RECOMMENDATION:

It is the recommendation of the investigator that no breach of the code of conduct occurred based off their analysis of the policy and the complaint and therefore the complaint should be dismissed.

Legislative Assistant	Approved - 14 Jul 2023
Administrative Assistant to the City Manager	Approved - 14 Jul 2023

City Manager



Whelan Dispute Resolution

John R. Whelan

www.wdrnl.ca/home

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

CONFIDENTIAL

rcumby@cornerbrook.com

VIA ELECTRONIC MAIL

June 15, 2023

Dear Mr. Cumby,

City of Corner Brook

Council Code of Conduct Investigation

Complainant: Cathy Peddle Respondent: Jim Parsons

I write in connection to the above captioned matter and further to an investigation conducted in accordance with the City of Corner Brook (the City) 2023 *Code of Conduct for Mayor and Councillors* (the Code). As you are aware, a complaint under the Code was filed by Cathy Peddle (the Complainant) against Mayor Jim Parsons (the Respondent). I have completed an investigation into this matter in accordance with the principles of procedural fairness. Based on the definitions found within the Code, I find that the complaint is not founded. My reasons follow.

Scope

The Complainant alleges that the Respondent acted in a manner during the March 13, 2023 Council Meeting that was contrary to the Code. Specifically, the Complainant alleges that the Respondent's decision to remove Councillor Charles Pender from the Chambers during debate was a violation of the 2023 Code of Conduct and a violation of the Rules of Procedure (the *Rules*) for the City of Corner Brook.

The Respondent agrees that he ejected Pender from the Chambers. The Respondent denies that the ejecting Pender from the Chambers constituted a breach.

Standard of Proof

The appropriate standard of proof for this investigation is the balance of probabilities.

Onus

While an onus does not rest on the Complainant *per se*, the Respondent is not obligated to disprove any of the allegations that have been made.

Methodology

Information for this investigation was gathered through the review of City Policies and Procedures, review of footage from the March 13 & 27, 2023 Council meetings, and Zoom interviews with the Complainant and the Respondent.

Preliminary Issue #1: Can the Complainant file the Complaint?

The 2023 Code is silent on who may file a complaint.

The statutory obligation to enact a municipal Code of Conduct flows from the *Municipal Conduct Act*.¹ Section 14 of the *Municipal Conduct Act* states:

*14. (1) Where a person is of the opinion that a councillor or former councillor has contravened the code of conduct, the person may file a complaint in accordance with the process set out in the code of conduct.*²

Given that municipal legislation is subordinate to provincial legislation, I conclude that the wording of s.14(1) entitles the Complainant to avail of the 2023 Code. Subsequently, the Complainant may file a complaint as per the 2023 code.

Preliminary Issue #2: Which Code Applies?

While the Complainant's April 2023 Complaint may be procedurally covered by the 2023 Code, it is necessary to determine which Code of Conduct was in force at the time of the events in question. Interestingly, the ejection from Chamber occurred during a debate about the 2023 Code. While the Complainant framed her Complaint using the 2023 Code, the 2023 was not in force during the March 13, 2023 Council meeting. Therefore, it is necessary to determine whether the Complaint is valid and, if it is valid, what Code applies to the conduct of the Respondent during the 2023 meeting.

The 2023 Code is attached hereto at Appendix B. The 2021 Code is attached hereto at Appendix C. As the 2023 Code was not in force during the March 13 debate, I find that its definitions are not applicable to the conduct of the Respondent. The 2021 Code was in force at the time of the March 13 Council Meeting and, as such, its definitions are the appropriate reference point to assess the conduct of the Respondent.

While the Complainant has referenced the 2023 Code, those provisions are not relevant to the time period covered by her Complaint.

For ease of reference, the relevant portions of the 2021 Code state:

Councillors shall:

¹ SNL 2021 c. M-20.01

² *Ibid.*, at s.14(1).

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

Additionally, the Complainant has alleged that the Respondent breached the *Rules* for the Council. The *Rules* are attached hereto at Appendix D. For ease of reference, I have reproduced the relevant provisions of the *Rules*.

15. *ORDER AND DECORUM:*

- 1) *The presiding officer at any meeting shall preserve order during debate and maintain decorum at all times.*
- 2) *The presiding officer may expel and exclude from a meeting any member of Council, or other person who is guilty of improper conduct at a meeting. In the case of the exclusion of a member of Council, an entry shall be made in the minutes of the reason for such exclusion.*
- 3) *Any member expelled from a meeting under the provision of Subsection(2) may be permitted, by a majority vote of Councillors at the meeting in progress, to resume his place after making an apology to the presiding officer.*
- 4) *Every Council member who wishes to speak to any question or motion shall raise their hand, wait to be recognized by the presiding officer and shall address themselves to the presiding members.*
- 5) *Members shall address the presiding officer as “Mr. Mayor, Madam Mayor, or Your Worship or Mr. or Madam Acting Mayor, or Mr. or Madam Chair, as the case may be.*
- 6) *Members shall address other non-presiding members by the title Councillor.*
- 7) *Members of staff shall be addressed as Mr., Mrs., or Ms. or shall be referred by their official title.*
- 8) *When two or more members desire to speak at the same time the presiding officer shall name the member who shall have the floor.*
- 9) *No member shall interrupt a member who is speaking, except to raise a point of order.*

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10) *When the presiding officer is of the opinion that there has been sufficient debate, then he/she may put the question.*

11) *Any question addressed to staff shall be put through the presiding officer to the Chief Administrative Officer who shall refer the matter to the appropriate staff representative if necessary.*

12) *Members who are called to order by the presiding officer*

a. Shall immediately stop speaking;

b. May explain their position

c. May appeal to Council for its decision on the point of order in accordance with Section 33 of the City of Corner Brook Act.

13) *Members speaking at a Council meeting*

a. Shall use respective language;

b. Shall not use offensive gestures or signs

c. Shall speak only in connection with the matter being debated

d. Shall adhere to the rules of procedure established under this regulation and to the decisions of the presiding officer and Council in connection with the rules and points of order.

14) *If a Council member does not adhere to Subsection 13 (d) the presiding officer may order the Council member to leave the member's seat; and*

a. If the member refuses to leave, the presiding officer may cause the councillor to be removed by a peace officer from the member's seat; and

b. If the Council member apologizes to Council, Council may, by resolution allow the member to retake the member's seat.

15) *A Council member may require the question being debated at a Council meeting to be read at any time during the debate if that does not interrupt another member who is speaking.*

16) *The following rules apply to limit speech on matters being considered at a Council meeting:*

a. A member may speak more than once in connection with the same questions only;

i. With the permission of the presiding officer;

ii. If the member is explaining a material part of previous statement without introducing a new matter.

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b. A member who has made a substantive motion to the Council may reply to the debate

c. A member who has moved an amendment to the previous question, or an instruction to committee may not reply to the debate.

d. No member shall speak to any question or in reply for a longer period than five (5) minutes without permission of the presiding officer

17) .The presiding officer shall at all times conduct the manner and order of speaking so that all sides of a question may be as fully presented as the circumstances warrant, and he/she shall ensure that each member is allowed equal opportunity to speak.

Video of Council Meeting

City of Corner Brook Council Meetings are broadcast locally by Rogers Television. I have reviewed the March 13, 2023 Council Meeting.³ The following chronology⁴ is relevant to the Complaint:

Time	Description
57:42	Mayor opens debate on the Code of Conduct. Reminds Council that they are currently non-compliant with provincial obligations.
1:01:41	Councillor Pender moves that the City adopt the Provincial template with edits proposed during the meeting.
1:11:51	During discussion requesting that an acronym be expanded, the Mayor interrupts Councillor Pender to advise that the term was used in the prior paragraph. Brief discussion between Mayor & Councillor Pender re: acronym usage.
1:12:48	Councillor Pender closes opening remarks and asks if any Councillor needed clarification. Mayor Parsons begins discussion and Secunder is requested by Councillor Pender. The motion was seconded.
1:13:36	Question from Mayor regarding why Councillor Pender did not respond to correspondence and raised issue in Chambers. Councillor Pender provided a response to the question.
1:14:26	Mayor indicates that month had elapsed prior to provision of comments. Councillor Pender requests that discussion be confined to debate on the motion.
1:15:09	Councillor Pender questions whether further clarification is required. Mayor asks a question about investigation procedure. Back and forth between Councillor and Mayor re: investigation process.
1:16:00	Question from the Mayor to Councillor Pender regarding timelines around investigation in the amendments. Discussion between Councillor and Mayor ensues.
1:17:28	Statement from Councillor Gill that she was unwilling to vote on the motion based solely on oral statements in Chambers.
1:18:16	Councillor Pender states that his preference would be to vote on the matter and then propose amendments. Councillor Gill indicates that she objects to this process. Mayor calls for order and Councillor Gill ceases her statement.

³ Video was available at <https://www.rogerstv.com/show?lid=12&rid=12&sid=3502&gid=633171> Last Accessed by the author on June 15, 2023.

⁴ Time stamps are noted using the indicator on the video player at the above noted webpage.

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1:18:30	Back and forth between Councillor Pender and the Mayor regarding procedural issues related to the Code of Conduct template.
1:19:50	Councillor Pender stated that he was not willing to respond or discuss issues via email. Councillor Pender & Mayor enter into a back and forth regarding agenda items and raising new business during Council meetings.
1:21:10	Another statement from Councillor Gill regarding the appropriateness of debating the motion raised by Councillor Pender. Councillor Gill stated that she was not prepared to vote on something that was orally presented without doing proper due diligence.
1:22:19	Councillor Pender, during the address of Councillor Gill, concedes that she is making a fair point regarding preparation.
1:22:50	Councillor Pender makes motion to defer debate for two weeks. Councillor Pender stated that he does not read or respond to emails that come from other Councillors.
1:23:39	Mayor Parsons interjects on Councillor Pender's motion to defer by stating that there is an expectation that Councillor Pender respond to emails from other Council members. Mayor Parsons expresses his frustration with the lack of response by Councillors to emails.
1:24:50	Mayor Parsons states to Councillor Pender that if he feels that email communication is inappropriate that Councillor Pender should file a complaint. Councillor Pender interjects to state that filing a complaint is a waste of time.
1:24:55	Mayor Parsons bangs the gavel. Councillor Pender continues to speak – stating that he will not be chastised about his email usage.
1:25:17	Councillor Pender advises the Mayor that if the Mayor wishes to notify Councillor Pender of a meeting that the Mayor may route the request through the Clerk or the City Manager. Councillor Pender restates that he will not read emails from members of Council.
1:25:30	Councillor Granter states that he had been travelling but did respond to an email regarding the Code of Conduct. Councillor Granter noted his issue with the language used to seek input on the draft Code of Conduct.
1:27:37	Mayor Parsons provides clarification around instructions received from Provincial government re: use of template Code of Conduct.
1:28:22	Councillor Pender interjects to note that number of amendments he proposed to the template Code.
1:29:03	Councillor Pender interjects to note that there are three options in relation to the Clerk's email. Councillor Pender states that he is providing input that was sought and that he would not accept the policy that was provided earlier.
1:29:47	Councillor Granter clarifies his reference to the Mayor's email and stated that it was not fair to put the Clerk or Assistant Clerk in the position to filter suggestions from councillors. Councillor Granter states that the Clerk's work is appreciated.
1:30:37	Mayor makes statement around drafting procedures and the rationale for directing amendments through the Clerk's office.
1:31:14	Councillor Pender and the Mayor engage in a back and forth discussion. Councillor Pender states his objections to the initial draft of the Code.
1:31:53	Mayor attempts to interject and Councillor Pender continues to speak. Councillor Pender states "If I could finish..." Mayor states "You will let me finish I'm the Chair." Councillor Pender states "You gave me the floor."

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1:32:02	Mayor bangs the gavel. Councillor Pender continues to speak. Mayor states "Quiet." Councillor Pender states "We haven't had any training on this yet Mr. Mayor. So I would like to have some training before we proceed."
1:32:09	Mayor states "One more time." Councillor Pender states "Very respectful Mr. Mayor." Mayor states "Be quiet." Councillor Pender states "Very respectful."
1:32:15	Mayor provides instructions to Municipal Enforcement Officer to remove Councillor Pender. Councillor Pender states "Seriously?" Mayor states "You've been told. You will respect the Chair." There is a back and forth between the Councillor and the Mayor. Councillor Pender states that there will be a complaint about the Mayor's conduct.
1:32:59	Councillor Pender collects his things while asking whether everyone supports the Mayor's decision.
1:33:36	Deputy Mayor Chaisson states "It's not funny Mr. Mayor. It's not funny when we're told to be quiet and if we don't we get removed." Deputy Mayor states that the Chambers should be a safe space for the exchange and debate.

Interview with Cathy Peddle

Cathy Peddle is a [REDACTED] resident of the City of Corner Brook. She stated that she is very interested in municipal politics and routinely watches the meetings of Council. She stated that initially she would watch Council meetings on television, but now usually attends in person. She stated that she felt compelled to file her complaint because she believes that the Mayor acted in an unprofessional and inappropriate manner.

Peddle stated that the complaint contained at Appendix A was her complaint. When asked, Peddle stated that an individual assisted in her drafting her complaint. Peddle stated that she refused to name the individual who helped her draft the complaint because she had given her word to the person that she would not disclose her name. She stated that the individual who helped her draft the complaint was related to an individual on council, was present in the Chamber that night, and was not related to Councillor Pender. Peddle was cautioned that I may draw an adverse inference from her refusal to name the individual and she acknowledged the caution but continued to withhold the information.

Peddle stated that she had prior dealings with the Respondent. Peddle stated that she is part of a community group that is opposed to the establishment of a crematorium in her neighbourhood. She stated that she had filed a human rights complaint against the City. Peddle stated that it is her belief that the Respondent wields his authority in an inappropriate manner.

Peddle stated that she has emailed the Respondent "hundreds of times" in relation to the crematorium. Peddle stated that it was her belief that the Respondent contributed to the death of her neighbour because he refused to deny the permit for the crematorium. Peddle stated that it is her belief that the Respondent, or a family member, has some financial interest in the crematorium or in the approval of the crematorium.

Peddle stated that when the Respondent ejected Councillor Pender from the Chambers that he yelled in a loud voice and that he had an enraged look on his face. Peddle stated that it was her belief that the decision to eject Councillor Pender from the Chambers was indicative of the Respondent's frequent abuse of authority. Peddle cited the example of allowing skateboarders to use public space and benches as an

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example of the Mayor exceeding his authority. Peddle also stated that the Mayor allowed a snow clearing contractor to use a softball field for storage which resulted in damage to the field.

Peddle stated that it was her belief that the Respondent was known to say rude things to individuals both in and out of Chambers. Peddle stated that the behaviour of the Respondent on March 13 was “off the charts” compared to other incidents. Peddle also noted that the Respondent was laughing when Councillor Pender was leaving the room.

Peddle stated that it was her opinion that the Mayor has lied to Council on numerous occasions. Peddle stated that her fight about the crematorium is with City Hall and that she does not have any personal conflict with the Respondent.

Interview with Jim Parsons

Jim Parsons is the Mayor of the City of Corner Brook. Parsons stated that as Mayor, he is the Presiding Officer for Council meetings. Parsons stated that part of his role as Presiding Officer is to ensure that order was maintained during Council meetings. Parsons stated that at the March 27 meeting of Council, he opened the meeting by acknowledging that he could have done a better job managing the March 13 meeting of Council.⁵ Parsons stated that it was his belief that he was within his rights as Presiding Officer to remove Councillor Pender from the Chamber when Councillor Pender refused to cease speaking after Parsons had banged his gavel and ordered quiet.

Parsons stated that he is familiar with the Complainant and that it was his belief that the Complaint was not a *bona fide* complaint in relation to the Code, but was another attempt of the Complainant to apply pressure to him in relation to the crematorium zoning decision. Parsons stated that it was his understanding that Council could not revoke the permit issued for the crematorium without creating significant legal issues for the City. Parsons stated that it was his belief that the Complainant were under the mistaken assumption that the City could rescind the permit without legal consequence.

Parsons stated that it he had not intended to overstep his authority during the meeting of Council. Parsons stated that his conduct during the meeting was captured by the recording and that I should make my conclusions based upon the recording.

Issues

1. Was the decision of Mayor Parsons to order the removal of Councillor Pender contrary to the 2021 Code of Conduct?

Findings

Based on the balance of probabilities, I find that:

- the Respondent was the Presiding Officer for the March 13, 2023 meeting of Council;
- the Respondent, as Presiding Officer, allowed crosstalk to occur between himself and other councillors, including Councillor Pender;
- at approximately the 1:18:16 mark, the Respondent called for Order and all parties complied;

⁵ This was confirmed by review of the March 27 Council Meeting video.

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- at approximately the 1:24:55 mark, the Respondent banged his gavel⁶ which was ignored by Councillor Pender;
- crosstalk continued between the Mayor and other Councillors;
- at 1:32:02 the Respondent banged his gavel and called for quiet;
- the above call for order was ignored by Councillor Pender who continued to speak;
- Councillor Pender was ejected by the Respondent at approximately the 1:32:15 mark of the meeting;
- the Respondent did laugh following Councillor Pender's exit and prior to the Deputy Mayor having the floor. However, I would characterize the laughter as nervous laughter rather than humorous laughter.

Did the Respondent breach the Rules of Procedure?

The relevant provisions of the *Rules* state:

2) The presiding officer may expel and exclude from a meeting any member of Council, or other person who is guilty of improper conduct at a meeting. In the case of the exclusion of a member of Council, an entry shall be made in the minutes of the reason for such exclusion.

4) Every Council member who wishes to speak to any question or motion shall raise their hand, wait to be recognized by the presiding officer and shall address themselves to the presiding members.

8) When two or more members desire to speak at the same time the presiding officer shall name the member who shall have the floor.

9) No member shall interrupt a member who is speaking, except to raise a point of order.

12) Members who are called to order by the presiding officer

a. Shall immediately stop speaking;

b. May explain their position

c. May appeal to Council for its decision on the point of order in accordance with Section 33 of the City of Corner Brook Act.

13) Members speaking at a Council meeting

a. Shall use respective language;

b. Shall not use offensive gestures or signs

⁶ While not explicitly stated in the Rules of Procedure, I am willing to take notice that the banging of a gavel is a customary call for order within proceedings governed by Rules of Procedure and Robert's Rules of Order generally.

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c. Shall speak only in connection with the matter being debated

d. Shall adhere to the rules of procedure established under this regulation and to the decisions of the presiding officer and Council in connection with the rules and points of order.

14) If a Council member does not adhere to Subsection 13 (d) the presiding officer may order the Council member to leave the member's seat; and

16) The following rules apply to limit speech on matters being considered at a Council meeting:

a. A member may speak more than once in connection with the same questions only;

i. With the permission of the presiding officer;

ii. If the member is explaining a material part of previous statement without introducing a new matter.

b. A member who has made a substantive motion to the Council may reply to the debate

c. A member who has moved an amendment to the previous question, or an instruction to committee may not reply to the debate.

d. No member shall speak to any question or in reply for a longer period than five (5) minutes without permission of the presiding officer

16. 5) The presiding officer shall not permit debate or a vote on a substantive motion which has not been presented in writing to Council in time for the preparation of the Agenda for the meeting at which it is intended to be moved. All such motions should be accompanied by pertinent background documentation for members of Council to make an informed decision.

Based on the foregoing, it is clear that as Presiding Officer the Respondent did not adhere to or insist upon strict application of the *Rules*. Examples of deviations from the *Rules* include, but are not limited to:

- Individuals speaking without being acknowledged by the Presiding Officer;
- Individuals interrupting other members while they were speaking;
- Individuals speaking multiple times to the original motion to amend and subsequent motion to defer;
- Individuals failing to adhere to calls for order by the Presiding officer; and,
- Permission to move a motion where it had not been presented in time for preparation of the Agenda.

It is clear from the conduct of the meeting that there were multiple examples of the Presiding Officer failing to adhere to the protocols established within the *Rules*. Further, there were multiple examples of individual councillors failing to adhere to the *Rules*.

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As an aside, the undersigned is an experienced workplace investigator who is routinely engaged to assess and report on the conduct of municipal councils in Newfoundland & Labrador. I would suggest that the majority of municipal councils are run in a manner that is not consistent with a strict application of the rules of procedure. Councils are required to strike a balance between fluidity and procedure – as acknowledged by the Respondent at the start of the March 27, 2023 meeting, that balance was lost during the meeting of March 13, 2023.

It is evident from the recording that the *Rules* were not strictly followed during the March 13, 2023 meeting. However, it is also clear from the *Rules* that removing a Councillor from the Chamber is a discretionary authority vested in the Presiding Officer. Accordingly, I conclude that the decision to removal Councillor Pender is not a technical breach of the *Rules*.

While not technically a breach of the *Rules*, there are scenarios where the misuse of discretionary authority could constitute a breach of the 2021 Code.

Did the Respondent breach the 2021 Code?

In order to conclude that the Respondent breached the 2021 Code, I am required to find that the Respondent engaged in conduct that was contrary to his requirement to:

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

[Emphasis added]

The terms “irregular, improper or improvident” are not defined within the 2021 Code.

Merriam-Webster⁷ definitions of “irregular” include:

- 1 a: not being or acting in accord with laws, rules, or established custom*
- e.g. irregular conduct*
- b: not conforming to the usual pattern of inflection*
- e. g. irregular verbs*
- c: not following a usual or prescribed procedure*

⁷ <https://www.merriam-webster.com/dictionary/irregular>

especially, British : celebrated without either proclamation of the banns or publication of intention to marry

e. g. irregular marriage

Black's Law Dictionary defines "irregular" as "not in accordance with law, method, or usage."

Merriam-Webster definitions of "improper"⁸ include:

a: not in accord with propriety, modesty, good manners, or good taste

e.g. improper language

b: not suited to the circumstances, design, or end

e.g. improper medicine

c: not regularly or normally formed or not properly so called

d: not in accord with fact, truth, or right procedure

The *Rules* allowed for the expulsion of the Councillor who was failing to adhere to procedural rules and points of order. Section 15(14) of the *Rules* allows for the Presiding Officer to exercise their discretion in determining whether expulsion is an appropriate sanction for non-compliance.

In order words, the *Rules* explicitly provided a mechanism for the Respondent to exercise his discretion on March 13, 2023 when Councillor Pender failed to comply with the Respondent's call for order and instruction to be quiet. I also note that the *Rules* clearly provide a mechanism for Councillors to note their objection or to challenge the discretionary decision of the Presiding Officer. That did not occur during the March 13, 2023.

The question raised by the Complaint is whether the exercise of discretionary authority vested in the Presiding Officer by the Respondent constitutes a breach of the Code. Specifically, whether it was unprofessional, irregular, improper, a dereliction of duty to Council, or various other Code violations.

There is no evidence before me to suggest that the exercise of discretionary authority was done in a manner that would constitute a lack of good faith or dishonesty.

There is no evidence before me to suggest that the Respondent acted in a manner that would be inconsistent with the requirements of transparency or conscientiousness sufficient to warrant a determination that he was in breach of the *2021 Code*.

The *Rules* expressly granted a discretionary right to expel a non-compliant member so it cannot be properly considered as either irregular, improper, or improvident. It is, without doubt, a rare occurrence, but that does not satisfy the requirements of s.6(c).

Finally, as Presiding Officer the Respondent was acting within the scope of his duties and could not be considered derelict or failing to make efforts to participate in meetings of Council.

⁸ <https://www.merriam-webster.com/dictionary/improper>

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To be clear, reasonable people can disagree about whether the decision of the Respondent to eject Councillor Pender was well considered, appropriate, or fair. Councillor Pender and the Mayor had been engaged in a back and forth throughout the evening – it is reasonable to question the rapid application of such a significant sanction. However, based on the evidence before me and my analysis of the 2021 Code, I do not believe that it constitutes a breach.

Was the Complaint in Bad Faith?

Based on the acrimonious relationship between the Complainant and the Respondent, it is reasonable to question whether the Complaint was made in bad faith. The 2023 Code states, in part,:

4.9. Allegations in Bad Faith

4.9.1. A Councillor or municipal official shall not file a complaint under this policy which is retributive, made in bad faith, or with malicious intent.

As the Complaint raised a bona fide issue to be considered, I am reluctant to conduct further analysis regarding the Complainant's motivation to file the complaint. Accordingly, I find that the complaint was not in bad faith.

If you have any questions regarding the above, please do not hesitate to reach me at a time of your convenience. Thank-you for the opportunity to consider this interesting matter.

Regards,


John R. Whelan, Q.Arb
Principal
Whelan Dispute Resolution

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Appendix A

Original Complaint

Cathy Peddle

April 12, 2023

Rodney Cumby

Re: March 14th letter of complaint

Mr. Cumby:

On the suggestion of the **Honourable Minister Krista Lynn Howell** I am filing a formal complaint against Mayor Jim Parsons as per the recently approved Code of Conduct for Mayor and Councillors.

During the March 13, 2023, public meeting the mayor's behaviour and his inability to follow the rules of procedure, was completely unacceptable, not professional and put the City's image in a poor standing across the province. The apology he gave at the March 27th meeting was very vague and it sounded like he only apologized for losing control of the meeting not for his inappropriate behaviour. Mayor needs to apologize directly to the residents of the city and more specifically to Councillor Pender for his unacceptable behaviour directed at Councillor Pender.

Council chambers is no place for a mayor to demonstrate strong anger towards a councillor, nor should he do so anywhere. I was in the gallery when Mayor asked Councillor Pender to provide his reasons for not accepting a previous draft code of conduct. This means the Councillor had the floor to speak and make his statement. The mayor began interrupting Councillor Pender while the Councillor was attempting to answer the very question the mayor asked. My understanding of procedure is once someone is given the floor to speak that person can only be interrupted for very specific reasons. Councillor Pender was being courteous and professional in attempting to finish his comments while he was interrupted continually by the mayor. Finally, in a rage of anger, the mayor slammed the gavel and said, and I quote "**you will let me speak I am the Chair**". I am confident such language is not in any rules of procedure for calling a meeting to order. This is maliciously attacking a councillor in chambers and an abuse of power of the Chair.

The only wrongdoing the mayor has admitted to is letting the meeting get out of order. This outburst was hurtful to a lot of people and embarrassing but most of all to the person to whom his venom was directed.

In terms of the code of conduct, the mayor violated the following clauses:

4.1.6. /4.1.7 *“Councillors must act in a manner which supports respectful, transparent, and informed debate.” “Councillors must use language which is inclusive, and refrain from using language which could be interpreted as abusive and disrespectful “.*

The mayor was not respectful and he was abusive. He demonstrated anger towards Councillor Pender by slamming the gavel, yelling at the Councillor, and repeatedly saying “out”. Beside disrespectful behaviour the behaviour was abusive.

4.1.8 *“Councillors must, when acting in an official capacity, conduct themselves in a manner which does not bring disrepute to themselves, their position the Council, or the Municipality.”*

It is clear with the news coverage of his behaviour on March 13 the mayor has brought disrepute to himself and more importantly the position of mayor and the City of Corner Brook.

4.6.2. *“Councillors must not engage in harassment or Bullying”.*

Once again, he abused the authority of the mayor position to embarrassment and bully Councillor Pender.

4.6.4. *“Harassment is defined as any objection or offensive behaviour that is known or ought reasonably to be known to be unwelcome. Harassment may be intended or unintended. Harassment may include, but may not be limited to:*

(A) Abuse of authority. Harassment that occurs through use of authority serving no legitimate work purpose.

He also violated 15 (9) *“no member shall interrupt a member who is speaking, except to raise a point of order”.*

Also violated: 15:12, 15:13 and 15:14 I was mere feet from councillor Pender and at no time did he refuse to leave his seat.

15:13- *waving arms and shouting “out”.*

Never called to order

Never stated reason for having councillor removed from meeting.

As was recommended by Honorable Minister Krista Lynn Howell, after sharing this complaint throughout her department, I am formally complaining to you. Rodney Cumby, as city manager to formally investigate my complaint under the guidelines set out in the code of conduct.

As a resident of the city and someone who is currently dealing with the city on important issues I have a vested interest in knowing issues are being dealt with properly. I await your reply on this issue.

Cathy Peddle [REDACTED]

City of Corner Brook – Peddle & Parsons
Private & Confidential

Appendix B

Code of Conduct for Mayor & Councillors

Effective Date: March 27, 2023



CITY OF CORNER BROOK

Policy Statement

Index	Council and Administration		Section	Procedure		
Title	Code of Conduct for Mayor and Councillors		Policy Number	13-02-06	Authority	Council
Approval Date	March 27, 2023	Effective Date	March 27, 2023	Revision Date		

1. Introduction

The purpose of this Code of Conduct is to establish standards of conduct for Councillors. Part III of the **Municipal Conduct Act, 2022** (the Act), requires that municipalities establish a Code of Conduct to govern the conduct of members of council, and sets out minimum requirements for the Code of Conduct.

Councillors are expected to conduct themselves ethically and professionally, and in accordance with this Code of Conduct. The principles underlying the Code of Conduct are integrity, honesty, impartiality, responsibility, and accountability.

2. Application

This Code of Conduct applies to Councillors acting in their official capacity as Councillors, as well as a Councillor's off duty conduct that is sufficiently connected to the office of Councillor or that could reasonably discredit the reputation of the Municipality.

For the purpose of this policy, the City Manager refers to the person appointed to the position of Manager under the City of Corner Brook Act, 1999. In the absence of a City Manager, the duties of the City Manager under this Code of Conduct shall be performed by an Acting City Manager as appointed under the City of Corner Brook Act.

3. Definitions

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

3.1.1 The “City” shall mean the City of Corner Brook as incorporated & continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*;

3.1.2 “Council” shall mean the Corner Brook City Council as incorporated and continued under the *City of Corner Brook Act RSNL 1990 Ch. C-15*; and

3.1.3 “Councillor(s)” shall include the Mayor and Deputy Mayor unless the context indicates otherwise.

3.2 Other definitions as stated in the Municipal Conduct Act, 2021 and the Municipal Conduct Regulations shall carry the same meaning when used in this policy.

4. Standards of Conduct:

4.1 Standards of Professional Behaviour

4.1.1. Councillors must abide by the Council’s Rules of Procedure.

4.1.2. Councillors must work in the best interest of the municipality without regard for their private interests.

4.1.3. Councillors must act competently and diligently and perform at a level expected of those working in the public interest.

4.1.4. Councillors must be respectful of the presiding officer, their colleagues, staff, and members of the public while they are conducting city business in an official capacity as a municipal Councillor, including during council meetings and proceedings of the municipality.

4.1.5. Councillors must be prepared for meetings, aware of agendas, informed of issues, and debate in a manner that is meaningful, candid, honest and respectful.

4.1.6. Councillors must act in a manner which supports respectful, transparent, and informed debate.

4.1.7. Councillors must use language which is inclusive, respectful, and refrain from using language which could be interpreted as abusive or disrespectful.

4.1.8. Councillors must, when acting in an official capacity, conduct themselves in a manner which does not bring disrepute to themselves, their position, the Council, or the municipality.

4.2. Use of Influence

4.2.1. Councillors must only use the influence of their position for the exercise of their official duties.

4.2.2. Councillors must not use their authority or influence in a manner that could reasonably be perceived as threatening, coercing, or improperly influencing the actions of a municipal official or in a manner which interferes with the municipal official's responsibilities.

4.2.3. Councillors are prohibited from accepting gifts, favours, or free or discounted services from any individual, vendor, contractor or others which could reasonably be perceived to show undue favour, bias, or disadvantage to any individual or organization or could reasonably be perceived to place the Councillor in a conflict of interest.

4.2.4. Councillors must not communicate on behalf of the Municipality unless authorized by council or by virtue of a position or role the Councillor has been authorized to undertake by council.

4.3. Misuse of Public Assets and Fraud

4.3.1. Councillors must report all expenses promptly, accurately, provide adequate detail, and shall maintain all receipts, invoices, and other relevant financial records and details when claiming expenses.

4.3.2. Councillors should strive to ensure that the business of the municipality is conducted efficiently and should make every attempt to avoid waste, abuse, and extravagance in the provision and use of municipal resources.

4.3.3. Councillors must not request, use, or permit the use of municipal-owned vehicles, land, equipment, materials, or other property for personal convenience or profit, except where such privileges are granted to the general public.

4.4. Confidentiality

- 4.4.1.** Councillors must not disclose confidential information obtained in the course of their duties, except as required by law or as authorized by the Municipality to do so.
- 4.4.2.** Councillors must not use confidential information or official information which is not in the public domain for personal or private gain, the private gain of others, or a corporation.
- 4.4.3.** The collection, protection, access, use, disclosure, and disposal of personal information may only occur in compliance with the **Access to Information and Protection of Privacy Act, 2015** (ATIPPA, 2015).
- 4.4.4.** Confidential information means: information in the custody and/or control of the municipality that is prohibited from disclosure pursuant to legislation or court order or any other information regarding to the business of the municipality generally considered to be of a confidential nature, including, but not limited to:
- a) Any matter that falls under the exceptions to disclosure identified in the **Access to Information and Protection of Privacy Act**, whether or not a request for access has been made.
 - b) Personal information the disclosure of which would constitute an unreasonable invasion of privacy.
 - c) Potential acquisitions or disposition of real property.
 - d) Information which would reveal the substance of deliberation of a privileged meeting.
 - e) Pending contracts including tenders, requests for proposals (RFPs), and records related to potential procurement.
 - f) Draft documents and legal instruments including reports, policies, bylaws and resolutions that have not been the subject matter of deliberation in a meeting open to the public.
 - g) Employment and collective bargaining matters.
 - h) Legal matters.
 - i) Law enforcement matters.

4.5. Social Media

- 4.5.1. Councillors must comply with the City's Social Media Policy.
- 4.5.2. Councillors must, where possible, conduct municipal business through official accounts and devices and avoid conducting council business on personal devices or through personal accounts.

4.6. Harassment and bullying

- 4.6.1. The obligations in this section are not intended to fulfill the requirement on a municipality as an employer to implement and maintain a harassment prevention plan, under section 24.1 of the **Occupational Health and Safety Regulations**.
- 4.6.2. Councillors must not engage in harassment or bullying.
- 4.6.3. All members of Council, while they are conducting City business in an official capacity as a municipal councilor, shall treat members of the public, one another, staff, and volunteers appropriately and without abuse, bullying or intimidation, and to ensure that their work environment is free from discrimination, bullying and harassment.
- 4.6.4. Harassment is defined as any objectionable or offensive behaviour that is known or ought reasonably to be known to be unwelcome. Harassment may be intended or unintended. Harassment may include, but may not be limited to:
 - a) Abuse of authority – harassment that occurs through a use of authority serving no legitimate work purpose.
 - b) Discriminatory harassment – harassment that is based on actual or perceived prohibited grounds of discrimination as outlined in the **Human Rights Act, 2010**, such as race, colour, nationality, sex, sexual orientation, gender identity, gender expression, marital status, family status, source of income, or political opinion.
 - c) Sexual harassment – harassment which is gender-based or of a sexual nature.
 - d) Bullying – a repeated pattern of mistreatment aimed at a specific person or group.

4.7. Legislative Compliance

4.7.1. A Councillor must reasonably comply with all obligations imposed on Councillors by legislation, regulation, and municipal policy and procedures, including but not limited to:

- a) **City of Corner Brook Act, 1991**
- b) **Municipal Conduct Act**
- c) **Municipal Elections Act**
- d) **Municipal Affairs Act**
- e) **Public Procurement Act**
- f) **Urban and Rural Planning Act, 2000**
- g) **Access to Information and Protection of Privacy Act, 2015**
- h) **Occupational Health and Safety Act**
- i) **Human Rights Act, 2010**
- j) **Criminal Code of Canada, RSC 1985 c. C-46** including those provisions respecting influence peddling, hate propaganda, harassment, defamatory libel, sedition, and uttering threats;
- k) **Constitution Act, 1982 (Charter of Rights and Freedoms) and,**
- l) **Any accompanying regulations**

4.8. No Adverse Actions or Reprisals

4.8.1. Council or Councillors must take no action, and must to the best of their ability, ensure no action is taken, which would be reasonably perceived as a reprisal against any person acting in good faith who brings forward a complaint or information which leads to a complaint.

4.9. Allegations in Bad Faith

4.9.1. A Councillor or municipal official shall not file a complaint under this policy which is retributive, made in bad faith, or with malicious intent. A complaint will not be deemed to be retributive, made in bad faith, or malicious solely because it is ultimately determined to be unfounded.

4.10. Investigation

3.10.1 A Councillor shall not hinder, obstruct, attempt to obstruct, interfere with, threaten, harass or fail to cooperate with a person conducting an investigation under the Act and regulations, and this Code of Conduct.

Part 2

Code of Conduct Complaint and Investigation Process

Receiving a Complaint

1. A complaint filed under this Code of Conduct shall be filed with the City Manager. The City Manager shall provide the Respondent with a copy of the complaint within 5 working days.
2. The respondent may provide a written response to the City Manager no later than 15 business days after receipt of a copy of the complaint.
3. Where the complainant is the City Manager, the complaint shall be filed with the Mayor. Where the Mayor is the respondent, the complaint shall be filed with the Deputy Mayor. Where the City Manager reasonably believes that neither the Mayor nor Deputy Mayor could act impartially and fairly, the City Manager may consult with the Department of Municipal and Provincial Affairs (The Department).
4. Where the complainant is the City Manager, the following process will still apply, but the Mayor or Deputy Mayor will act as City Manager for the purpose of administering the complaint.
5. The complaint shall be in writing.
6. Notwithstanding section 5, a complaint may be made by other means where the complainant has a limited ability to read or write English or has a disability or condition that impairs their ability to make a complaint.
7. A complaint shall include the following:
 - The complainant's name
 - The names of the person or persons the complaint is about
 - A summary of the complaint, and any steps taken to resolve it
 - The date that the breach of the code occurred, if known
 - A description of how the complaint can be resolved, if applicable
8. The City Manager shall advise the complainant that a copy of the complaint will be provided to the Respondent.
9. A complainant may withdraw their complaint in writing or by other means as per section 6. Notwithstanding, the City Manager or investigator may continue investigating where it is reasonable to do so, taking into account the public interest.

10. Where a complaint is received alleging criminal behaviour, or at any point it becomes apparent that criminal behaviour may have occurred, the City Manager shall immediately contact law enforcement, and notify the Department through the Minister's Office.
11. A person may file a complaint within 1 year of becoming aware of a Code of Conduct violation. The City Manager may accept complaints outside of that timeframe in instances of harassment, bullying, financial impropriety, or where it is reasonable to do so, taking into account the public interest.

Informal Resolution

12. Where the City Manager determines the complaint to be interpersonal in nature, or relates to a disagreement, the City Manager may ask the parties if they wish to resolve the complaint through mediation, or Alternative Dispute Resolution (ADR).
13. Alternate Dispute Resolution (ADR) must not be used where there is a significant power imbalance between the complainant and respondent, where there is a reasonable apprehension of harm, where the allegations involve issues of financial impropriety, sexual harassment, violence, criminality, where either party does not consent, or where other circumstances would prevent the success of Alternate Dispute Resolution (ADR).
14. Informal resolution efforts shall be concluded within 30 business days, and may be extended for additional business days with consent of both parties and approval of council.

Referral to Council - Resolution or Agreement of Facts

15. As per sections 14 (2) of the Act, where a complaint is successfully resolved or not resolved but complainants agree on the facts, the City Manager shall provide Council with a report.
16. As per sections 14(4) and (5) of the Act, Council shall review the report at a privileged meeting of Council. Following the review of the report, Council shall open the meeting to the public and shall, by resolution, dismiss the complaint or make a determination that the Councillor contravened the Code of Conduct.
17. Where the council determines that a Councillor has contravened the Code of Conduct, the council may impose penalties in accordance with section 15.

Formal Investigation

18. Where the complaint is not resolved or the facts are not agreed on, the City Manager may investigate or appoint an investigator. There shall be 90 business days to conclude an investigation from the date the informal resolution period has expired. Upon request of the City Manager, council may approve additional time for the completion of an investigation.
19. The investigator will notify the respondent within five business days of the failure of informal resolution.
20. The investigator will prepare a written report for council.
21. The report shall at a minimum outline the investigative process, facts, analysis, test (an assessment of the facts relative to the Code of Conduct), conclusion, and recommendations. The following format is flexible but may be of assistance.
 - Introduction
 - Investigative Process
 - Background
 - Events before the incident
 - The incident(s)
 - Events after the incident
 - Evidence
 - Finding of the facts
 - Analysis
 - Test (an assessment of the facts relative to the Code of Conduct)
 - Decision
 - Recommendation(s)
22. Within 30 days of receiving the report, Council shall review the report at a privileged meeting and shall bring forward to the subsequent public council meeting to either dismiss the complaint or find that a Councillor contravened the code.
23. If council finds a Councillor contravened the code, council may, by resolution, take an action as set out in Section 15 (Penalties) of the **Municipal Conduct Act**.

Reference:

Approved: Minute COW23-25 (March 27, 2023)

Municipal Conduct Act SNL 2021, C. M-20.01

Municipal Conduct Regulations, NL Regulations 59/22

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

MAYOR

CITY CLERK

City of Corner Brook – Peddle & Parsons
Private & Confidential

Appendix C

Code of Conduct for Mayor & Councillors

Effective Date: May 10, 2021



CITY OF CORNER BROOK

Policy Statement

Index	Council and Administration	Section	Procedure		
Title	Code of Conduct for Mayor and Councillors	Policy Number	13-02-06	Authority	Council
Approval Date	10 May 2021	Effective Date	10 May 2021	Revision Date	

Purpose and Application:

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

Definitions

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

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

Representing their Constituents

Councillors shall:

- a) Act honestly and, in good faith, serve the greater good of their community;
- b) Perform their functions and duties in a conscientious and diligent manner with integrity, accountability and transparency;

- c) Conduct themselves in a professional manner and refrain from any conduct that may be considered to be irregular, improper or improvident conduct of a municipal councillor; and
- d) Not be derelict in their duties and make every effort to participate in the meetings of Council, committees of Council and other bodies to which they are appointed by Council.

Communicating on Behalf of the City

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

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

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

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

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

Respecting the Decision-Making Process

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

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

Adherence to Policies, Procedures and Bylaws

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

1. *City of Corner Brook Act, RSNL 1990 ch. C-15*, including those provisions respecting conflicts of interest, dereliction of duties & tax arrears;

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

A councilor must not encourage disobedience of any Regulations of the City in responding to a members of the public, as this undermines public confidence in the City and in the rule of law.

Respectful Interaction with Council Councillors, Staff, the Public and Others

Councillors shall treat one another in a respectful and professional manner befitting of a municipal Councillor.

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

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

Councillors must not:

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

Confidential Information

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

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

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

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

- a) The security of the property of the City;
- b) A proposal or pending acquisition or disposition of land or other property;
- c) A tender that has or will be issued but has not been awarded;
- d) Contract negotiations;
- e) Employment and labour relations;
- f) Draft documents and legal instruments, including reports, policies, bylaws and resolutions, that have not been the subject matter of deliberation in a meeting open to the public;
- g) Law enforcement matters;
- h) Litigation or potential litigations, including matters before administrative tribunals; and
- i) Advice that is subject to solicitor-client privilege.

Conflicts of Interest

Councillor shall comply with the statutory duties prescribed in sections 22-26 of the City of Corner Brook Act regarding Conflict of Interest.

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

Councillors shall approach decision-making with an open mind that is capable of persuasion and free from considerations that would result in a judicial finding of influence peddling and/or abuse of power.

Improper Use of Influence

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

Use of Municipal Assets and Services

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

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

Orientation and Other Training Attendance

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

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

Remuneration and Expenses

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

Gifts and Hospitality

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

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

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

Election Campaigns

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

Informal Complaint Process

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

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

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

Formal Complaint Process

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

- a) All complaints shall be made in writing and shall be dated and signed by an identifiable individual;
- b) All complaints shall be addressed to the City Manager;
- c) The complaint must set out reasonable and probable grounds for the allegation that the Councilor (the Respondent) has contravened this policy, including a detailed description of the facts, as they are known, giving rise to the allegation;

- d) If the facts, as reported, include the name of one or more Councillors who are alleged to be responsible for the breach of this policy, the Councillor or Councillors concerned shall receive a copy of the complaint submitted to the City Manager;
- e) The City Manager shall engage an independent Investigator, who will be required to...
 - i. review the complaint and this policy;
 - ii. in collaboration with the City Manager, identify and interview appropriate witnesses;
 - iii. determine whether the Respondent has contravened this policy; and
 - iv. provide the Council and the Respondent, the results of their investigation.
- f) Subject to any requirement to release documents and information under the Access to Information and Protection of Privacy Act and any similar or successor legislation or requirement of law, all proceedings of the Investigator regarding the investigation shall be confidential;
- g) The Respondent shall be afforded procedural fairness, including an opportunity to respond to the allegations before Council
- h) The Respondent is entitled to be represented by legal counsel, at the Councillor's sole expense.
- i) Council, excluding the Complainant and Respondent, shall deliberate and make a ruling on whether a breach of this policy has occurred.

Upon a finding that a Councillor has breached this policy Council shall issue a letter of reprimand addressed to the Councillor and Council may take such other corrective measures as may be available through the provisions of the City of Corner Brook Act, Municipal Affairs Act, or such other legislation or legal remedies as may be applicable to the matter, including but not limited to:

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

Compliance and Enforcement

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

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

No Councillor shall:

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

Reference:

Approved: Minute COW-084 (May 10, 2021)

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

[Redacted Signature]

MAYOR

[Redacted Signature]

CITY CLERK

City of Corner Brook – Peddle & Parsons
Private & Confidential

Appendix D

**City of Corner Brook
Rules of Procedure**

**COUNCIL OF THE CITY OF CORNER BROOK
RULES OF PROCEDURES
GOVERNING COUNCIL MEETINGS**

Approved: November 19, 2003
(Revised Jan 2011)

THE CITY OF CORNER BROOK
RULES OF PROCEDURE FOR THE CONDUCT OF COUNCIL MEETINGS

Pursuant to the powers vested in it under Section 37 of the City of Corner Brook Act R.S.N.L., 1990, C-15, as amended and all other powers it enabling, the Council of the City of Corner Brook, in a session convened on the day of “month”, 2011 hereby passes and enacts the following regulations relating to Council Rules of Procedure.

1. This regulation may be cited as the Council Meeting Procedure Regulation.
2. **Definitions:**
 In these regulations
 - a. **City** means the City of Corner Brook
 - b. **City Hall** means Corner Brook City Hall located at 2 Mount Bernard Avenue, Corner Brook, Newfoundland and Labrador
 - c. **Committee** means a standing, select or other committee of Council, but does not include a Committee of the Whole Council
 - d. **“Council”** means the Corner Brook City Council as continued by Section 12 of the City of Corner Brook Act
 - e. **“Mayor”** means the mayor of the City
 - f. **“Member”** means a member of the Council
 - g. **“Quorum”** means the majority of Council
 - h. **“Ex-Officio”** means by virtue of the office or position.
 - i. **“Point of Order”** means a demand that the Chair enforce the Rules of Procedure
 - j. **“Point of Privilege”** means a request made to the presiding Officer or Council on any matter related to the rights and privileges of Council or individual Councillors and includes:
 - a. Comfort of Councillors
 - b. Conduct of City employees or members of the public in attendance at the meeting
 - c. Accuracy of the reports of Council proceedings; and
 - d. Reputation of Councillors Council
 - k. **“Previous Questions”** means a motion to end debate and vote on the motion under debate
 - l. **“Table”** means a motion to delay consideration of any matter, which does not set a specific time to resume consideration for the matter
 - m. **“Two Thirds Vote”** means a vote by at least two-thirds of Councillors present at the meeting and entitled to vote on the motion.

3. **APPLICATION OF RULES OF PROCEDURE**

- 3.1 The provision of this regulation governs the proceedings of Regular Council Meetings, Council in Committee Meetings and committees of Council, as applicable.
- 3.2 In cases not provided for under this regulation, Roberts Rules of Order apply to the proceedings of Council and Council Committees to the extent those Rules are applicable in the circumstances and not inconsistent with provisions of this regulation, the City of Corner Brook Act, or any other application Act.

4 **TIME AND LOCATION OF MEETINGS**

- 1) The inaugural meeting of Council will be held at City Hall, or in a location to be determined by Council on the Sunday immediately following a general election.
 - 2) Regular meetings of Council shall be held the first and Third Monday of each month beginning at 7:00 p.m., in the Council Chambers, City Hall, unless Council directs otherwise. Council shall hold only one regular meeting during each of the months of July and August in each year.
 - 3) When the day fixed for a meeting of Council falls on a legal holiday, the said meeting will be scheduled for an alternate Monday or a date set by Council
- 4.2. Notice of all meetings of Council, (with the exception of Special Meetings) shall be by way of an agenda, which shall be provided to all members of Council two days prior to each meeting. Notice shall be deemed to have been given if it is delivered electronically or by hand to a Councillor or left at his\her place of residence. The failure of any Councillor not to have received notice shall not invalidate a meeting of Council.

5. SPECIAL MEETINGS OF COUNCIL:

- 1) In accordance with Section 31 of the City of Corner Brook Act, special meetings of Council may be called by either the Mayor, or upon the written request by three (3) Councillors.
- 2) Except where notice of a special meeting is waived by unanimous vote of all Council Members a notice of at least twenty-four (24) hours shall be given to Councillors for special meetings pursuant to Section 31(2).
- 3) The notice under subsection (2) must describe in general terms the purpose of the meeting. Council shall not consider or decide upon a matter not set forth in the notice calling the meeting, without the consent, recorded in the minutes, of all the members of Council present at the meeting.

6. PRESIDING OFFICER

- 1) The Mayor shall preside at all meetings of Council. In his\her absence,
 - a. the Deputy Mayor shall preside.
 - b. In the absence of both the Mayor and Deputy Mayor, the Clerk shall take the chair, call the members to order, and if a quorum is present, a Chairperson shall be appointed from among the Councillors present. Such a chairperson shall preside during the meeting or until the arrival of the Mayor or Deputy Mayor.

7. QUORUM

- 1) In accordance with Section 34 of the City of Corner Brook Act, a quorum shall consist of a majority of Council as established under Section 13 of the City of Corner Brook Act. (Six Councillors plus the Mayor)

- 2) If there is no quorum present within fifteen minutes after the time appointed for holding a meeting, the Clerk shall call the roll and take down the names of the members then present. The meeting shall then stand adjourned until the next Regular meeting.

8. ATTENDANCE AT PUBLIC MEETINGS

- 1) In addition to the Mayor and Councillors, the following persons must attend meetings of Council:
 - a. The Chief Administrative Officer or designate.
 - b. The City Clerk, or designate.
- 2) Directors and other employees of Council shall attend meetings of Council when required to do so by Council or the Chief Administrative Officer.

9. MEETINGS OPEN TO THE PUBLIC:

- 1) In accordance with Section 41 (1) of the City of Corner Brook Act, every meeting of Council shall be open to the public, unless it is held as a privileged (Council In Committee) or declared by a vote of Councillors present at the meeting to be a privileged meeting.
- 2) Where a meeting is held, as or declared to be privileged, all members of the public present at the meeting shall leave. Subject matters to be considered at privileged meetings include:
 1. the security of the property of the city,
 2. personal information about an identifiable individual, including employees,
 3. a proposed or pending acquisition or disposition of land for city purposes,
 4. labour relations or employee negotiations,
 5. litigation or potential litigation, including matters before authorities, boards, or tribunals created by statute, affecting the city,
 6. the receiving of advice that is subject to solicitor-client privileges, including communications necessary for that purpose.
 7. the consideration of a request by a person to attend a council meeting or obtain a document under section 46 of the Act.
 8. Time sensitive matters which
- 3) A resolution may be passed at a closed meeting of Council if it meets any one of the requirements set out above. No voting may take place during a closed meeting except if the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, or persons retained by or under contract with the municipality. Decisions arising from a privileged meeting of Council in which a quorum

is present are legal and binding. Minutes from Council in Committee Meetings are not considered to be of public record unless Council determines no legitimate reason exists to maintain the confidentiality of the information..

- 4) Subject to the provisions Section 41 (3) of the City of Corner Brook Act, an in-camera meeting that requires a final a decision must be rendered by Council resolution at a future public meeting of Council. These motions are presented for information purposes only and are not to be debated.

10. MINUTES OF MEETINGS

- 1) Minutes of Meetings of Council shall be recorded by the City Clerk or designate. Such minutes shall contain:
 - a. All motions and resolutions coming before Council, including the names of movers and seconders thereof;
 - b. The title or description of all reports, petitions, and other documents submitted to Council. Reports accepted by Council shall be attached to the minutes.
- 2) The Mayor will note any descending votes.
- 3) If any member of Council objects to any portion of the minutes of the preceding meeting(s), he\she shall state the grounds of the objection, and if Council agrees, the motion adopting the minutes shall contain the necessary corrections, but without debate. (See Appendix B)
 - a. If all the members do not consent to amending the minutes as presented, then a motion must be duly made and seconded to amend the Minutes to meet the objection, which shall then be debatable.
- 4) Subject to Section 46 of the City of Corner Brook Act adopted minutes of Council must be open for public inspection at City Hall during its regular office hours, Resolutions which meets the conditions of Section 9(2) are exempt from disclosure.
- 5) Subsection 10.4 does not apply to part of a Council in Committee Meeting from which members of the public were excluded under Section 41(2) of the City of Corner Brook Act unless Council determines no legitimate reason exists to maintain the confidentiality of the information

11. AGENDA

- 1) Prior to each regular meeting of Council, the Clerk shall prepare an agenda of all business to be brought before the Council. As indicated in Rule 4 the agenda is to be distributed to Councillors two days prior to Council meetings
- 2) Any member of Council, up until 2:00 p.m. on the Thursday prior to the Council Meeting, may submit to the City Clerk an item for inclusion on the agenda.

3) The format of the agenda shall be as follows:

- 1) Call Meeting to Order
- 2) Adoption of Minutes
- 3) Adoption of Agenda
- 4) Delegations\Petitions\Correspondence\Proclamations
- 5) Tenders
- 6) Reports
- 7) Finance and Taxation
- 8) Planning and Development
- 9) Public Works
- 10) Regulations\Policies
- 11) General business
- 12) Adjournment

4) When a special or privileged meeting is called for the consideration of some particular matter, the order of business as set out in 11.3 shall not apply. Council shall proceed immediately to consideration of the business for which the meeting was called, and only the business specified in the notice calling the meeting shall be dealt with, unless otherwise decided by majority vote of Council

5) Items received in the City Clerk's Office after the appropriate deadline date outlined in subsection (2) above shall not be placed on the Agenda for the Council Meeting, but shall instead be placed on the agenda for consideration at the following Council Meeting, unless the item is introduced as a late item, pursuant to Section 11.

12. LATE AGENDA ITEMS

1) An item of business not included on the Agenda must not be considered at a Council meeting unless introduction of the late item is approved by Council at the time allocated on the Agenda for such matters.

13. CALL MEETING TO ORDER

1) As soon after the hour appointed for holding a meeting as there is a quorum present, the Mayor shall take the Chair, and call the meeting to order and proceed with the business of the meeting. Where the Mayor is not present, the Councillor designated as the presiding officer in accordance with Section 6 must take the Chair and call such meeting to order.

2) Following the Call to Order the Presiding Officer calls for the adoption of the agenda. Immediately after the agenda has been approved the Minutes of the preceding meeting shall be submitted for confirmation. Once the minutes have been confirmed they are to be signed by the Presiding Officer and the City Clerk.

14. BUSINESS ARISING FROM THE MINUTES

- 1) Immediately after the Minutes have been confirmed the Presiding Officer shall deal with the items Business Arising from Council Meetings. Under Business Arising a member who wishes to speak shall first specifically identify in the Minutes the matter to which he or she wishes to speak. Where the matter raised by the member is included in another part of the agenda, the Presiding Officer may defer consideration of the matter until the appropriate place in the agenda.
- 2) Discussion on items arising from the Minutes shall be limited to matters relevant to City business and no member shall, without the consent of the majority of Council, speak longer than five (5) minutes or more than once on any item under Business Arising.

15. ORDER AND DECORUM:

- 1) The presiding officer at any meeting shall preserve order during debate and maintain decorum at all times.
- 2) The presiding officer may expel and exclude from a meeting any member of Council, or other person who is guilty of improper conduct at a meeting. In the case of the exclusion of a member of Council, an entry shall be made in the minutes of the reason for such exclusion.
- 3) Any member expelled from a meeting under the provision of Subsection(2) may be permitted, by a majority vote of Councillors at the meeting in progress, to resume his place after making an apology to the presiding officer.
- 4) Every Council member who wishes to speak to any question or motion shall raise their hand, wait to be recognized by the presiding officer and shall address themselves to the presiding members.
- 5) Members shall address the presiding officer as “Mr. Mayor, Madam Mayor, or Your Worship or Mr. or Madam Acting Mayor, or Mr. or Madam Chair, as the case may be.
- 6) Members shall address other non-presiding members by the title Councillor.
- 7) Members of staff shall be addressed as Mr., Mrs., or Ms. or shall be referred by their official title.
- 8) When two or more members desire to speak at the same time the presiding officer shall name the member who shall have the floor.
- 9) No member shall interrupt a member who is speaking, except to raise a point of order.
- 10) When the presiding officer is of the opinion that there has been sufficient debate, then he/she may put the question.
- 11) Any question addressed to staff shall be put through the presiding officer to the Chief Administrative Officer who shall refer the matter to the appropriate staff representative if necessary.

12) Members who are called to order by the presiding officer

- a. Shall immediately stop speaking;
- b. May explain their position
- c. May appeal to Council for its decision on the point of order in accordance with Section 33 of the City of Corner Brook Act.

13) Members speaking at a Council meeting

- a. Shall use respective language;
- b. Shall not use offensive gestures or signs
- c. Shall speak only in connection with the matter being debated
- d. Shall adhere to the rules of procedure established under this regulation and to the decisions of the presiding officer and Council in connection with the rules and points of order.

14) If a Council member does not adhere to Subsection 13 (d) the presiding officer may order the Council member to leave the member's seat; and

- a. If the member refuses to leave, the presiding officer may cause the councillor to be removed by a peace officer from the member's seat; and
- b. If the Council member apologizes to Council, Council may, by resolution allow the member to retake the member's seat.

15) A Council member may require the question being debated at a Council meeting to be read at any time during the debate if that does not interrupt another member who is speaking.

16) The following rules apply to limit speech on matters being considered at a Council meeting:

- a. A member may speak more than once in connection with the same questions only;
 - i. With the permission of the presiding officer;
 - ii. If the member is explaining a material part of previous statement without introducing a new matter.
- b. A member who has made a substantive motion to the Council may reply to the debate
- c. A member who has moved an amendment to the previous question, or an instruction to committee may not reply to the debate.
- d. No member shall speak to any question or in reply for a longer period than five (5) minutes without permission of the presiding officer

17) The presiding officer shall at all times conduct the manner and order of speaking so that all sides of a question may be as fully presented as the circumstances warrant, and he/she shall ensure that each member is allowed equal opportunity to speak.

16. MOTIONS

- 1) Every motion shall be moved and seconded before it is deemed to be in the possession of Council.
- 2) A motion in the possession of Council may be withdrawn by the mover of the motion at any time before a decision or amendment is made provided that the mover has the consent of the seconder.
- 3) All motions must be moved and seconded before any debate is permitted. Neither the mover nor the seconder of a motion is required to vote in favour of the motion.
- 4) Any motion or question which contains several distinct propositions may, by the direction of the presiding officer or upon the request of any member, be divided if the sense of the motion permits. The vote on each such division shall be taken separately. If a motion cannot reasonably be divided, any request to do so shall be declared out of order by the presiding officer.
- 5) The presiding officer shall not permit debate or a vote on a substantive motion which has not been presented in writing to Council in time for the preparation of the Agenda for the meeting at which it is intended to be moved. All such motions should be accompanied by pertinent background documentation for members of Council to make an informed decision.
- 6) Whenever a matter of privilege arises, it shall be dealt with immediately by Council.
- 7) When a question is under debate, the following, non-written (subsidiary) procedural motions shall be in order and considered immediately upon being made and are subject to debate as follows:
 - i. **Non debatable:**
 - (a) To extend the time of the meeting.
 - (b) To call for the question
 - ii. **Debatable**
 - iii. To refer or commit
 - iv. To amend
 - v. To lay on the table
 - vi. To postpone indefinitely
 - vii. To postpone to a certain time
 - viii. To adjourn (See Section 8 Below)
- 8) All decisions of Council, unless otherwise specified either by the City of Corner Brook Act or under these rules, shall be by majority vote of Councillors in attendance at the meeting, except where a 2/3 vote of the Councillors in office is required. **See Appendix "C"**
- 9) Any member of Council may request that the vote on any question before Council be recorded and the clerk shall record the names of those voting in favour of the motion, those voting against the motion, and those abstaining.
- 10) In accordance with Section 36 (3) of the City of Corner Brook Act, where there is a tie vote

on a question, the question shall be raised again at the next meeting of Council. If there is again a tie vote on the question, the motion shall be considered lost.

- 11) No vote shall be taken in Council by ballot or by any other method of secret voting except for electing the position of Deputy Mayor.
- 12) Every motion that has been seconded shall be recorded in the Minutes except motions that have been withdrawn by Council pursuant to Section 15(2).
- 13) A motion to suspend the rules requires a two-thirds vote of members present.

17. NOTICE OF MOTION

1. A Notice of Motion shall:
 - a) be in writing;
 - b) include the name of the mover;
 - c) be received by the Clerk at a regular meeting of the Council; and
 - d) be printed in full in the agenda for the next regular meeting and each successive meeting of Council until considered or otherwise disposed of.
- 2) When a member's motion has been called at two successive Council meetings and not proceeded with, it shall be deemed to have been withdrawn and be dropped from the agenda unless Council then otherwise decides.
- 3) The mover may withdraw a Notice of Motion at any time prior to the commencement of debate thereon.

18. MOTION TO AMEND

- (1) A motion to amend:
 - a) shall be decided upon or withdrawn before the main question is put to a vote and before a further amendment to the question is considered;
 - a) shall be relevant to the question;
 - b) shall not propose a direct negative to the question.
 - c) Every amendment or subamendment shall be decided or withdrawn before the main question is voted on.
 - d) Only one motion "to amend the main motion" shall be allowed at any one time.
 - e) Only one motion to "amend a motion to amend the main motion" shall be allowed at any one time.
 - f) Amendments shall be put in the reverse order to that in which they are moved

- g) The presiding officer when putting an amendment shall first read the question as it appears in the main motion, then the proposed amendment, and finally the question as it would be if the amendment is carried. Voting shall be conducted in the following order:
- i. "A motion to amend" a motion to amend the main motion
 - ii. A motion (as amended or not) to amend the main motion;
 - iii. The main motion (as amended or not)

19. CALLING FOR THE QUESTION

- (1) A motion to "call for the question":
 - a) is not debatable;
 - b) cannot be amended;
 - c) cannot be proposed when there is an amendment under consideration;
 - d) can only be put in the following words: "that the question be now put";
- (2) A motion to call for the question shall be determined by a vote of two-thirds of the members present and if resolved in the affirmative, the main motion shall be put immediately without further amendment or debate.
- (3) When a motion to call for the question is resolved in the negative, then the main motion under consideration may be further amended and debated.

20. MOTION TO ADJOURN

A motion to adjourn:

- a) shall always be in order except as provided in this section;
- b) when resolved in the negative, cannot be made again until after some intermediate proceedings shall have been completed by Council;
- c) is not in order when a member is speaking, during a vote or during the verification of a vote;
- d) is not in order immediately following the affirmative resolution of a motion to call for the question;
- e) cannot be amended and is not debatable; but, a motion to adjourn the Council meeting or debate to a given day, may be amendable and is open to debate.
- f) when made without qualification and if carried, brings a meeting or session of the Council to an end;
- g) when made to adjourn to a specific time or to reconvene upon the happening of a specified event, suspends the meeting of the Council to continue at that time.

21. MOTION TO REFER

- (1) A motion to refer, until it is decided, shall preclude an amendment to the main question and a motion to defer or table.
- (2) A motion to refer is debatable but only with respect to the desirability of referring the motion.
- (3) A motion to refer shall not be put to a vote until all members of Council listed to speak on the motion proposed to be referred have been given the opportunity to ask any questions or raise any issues they wished considered.

22. MOTION TO AUTHORIZE OVER-EXPENDITURE

A motion to authorize expenditure in excess of that authorized by the operating budget shall be passed at two Council meetings before it shall be effective.

23. MOTION TO TABLE

- (1) A motion to table a question is debatable but only with respect to the desirability of tabling and cannot be amended.
- (2) A motion to table with some qualification other than time is subject to amendment and debate.
- (3) The matter tabled shall not be considered again by the Council until a motion has been passed to take up the tabled question at the same or a subsequent meeting of the Council.
- (4) A motion to take up a tabled question is not subject to debate or amendment.
- (5) A motion which has been tabled at a previous meeting of the Council cannot be taken up unless notice thereof is given in accordance with section (48) hereof.
- (6) A motion which has been tabled and not taken from the table for six months shall be deemed to have been withdrawn.
- (7) The Clerk shall at the last meeting of Council immediately preceding one month before a tabled motion would be deemed to be withdrawn pursuant to subsection (6) give notice to Council of the motion and of the potential effect of subsection (6).

24. MOTION TO DEFER

- (1) A motion to defer indefinitely shall be treated as if it were a motion to table.
- (2) A motion to defer shall be debated only with respect to the desirability of deferring consideration of the motion.

25. MOTION OF RECONSIDERATION

(1) When a motion has been resolved in the negative, it shall not be again brought before the Council, except with the consent of two-thirds of the whole Council, until two months have elapsed and, if again resolved in the negative, shall not be again brought before the Council until the expiry of the civic year.

(2) After a matter has been decided in the affirmative, a member, before the adjournment of the meeting at which the same was decided, may give notice of motion of reconsideration, provided that such notice shall be effective only when another member at the same meeting gives notice of intention to second the motion to reconsider

(3) At the next meeting of Council, including a meeting specially called to hear the motion of reconsideration, immediately after the consideration of the minutes and before any other business is considered, the giver of such notice or in that member's absence any other member on the member's behalf, may briefly state the reasons for reconsideration, and if the motion for reconsideration is seconded, the same shall then be put to vote without further debate and if carried, the question so reconsidered shall then be read and disposed of.

(4) No motion to reconsider shall be put until at least twenty-four hours have elapsed from the adjournment of the meeting at which the notice of motion was given.

(5) No question shall be reconsidered more than once nor shall a vote to reconsider be reconsidered.

(6) No motion to reconsider shall be allowed in regard to a motion approving all or part of the annual budget of the Municipality or a motion authorizing any legal proceedings.

(7) A notice of motion to reconsider shall, pending the putting of such motion, have the effect of delaying or impeding any action necessary to give effect to the motion to be considered; and no action shall be taken on that motion until such reconsideration has been disposed of.

(8) After a matter has been decided in the affirmative, a member, at any subsequent meeting, may give notice of motion of rescission.

(9) At the next meeting of Council, the giver of such notice, or in that member's absence, any other member on the member's behalf, may put the motion of rescission.

26. RESCIND

(1) To rescind a motion is to nullify a decision or action that cannot be changed by the motion to reconsider. Its purpose is to cancel, or make void, the results of a motion

previously passed. However, motions may not be rescinded if irreversible actions have already been taken on them. The motion to rescind is not retroactive. Any actions emanating from the original motion remains valid.

(2) No motion to rescind any resolution of Council shall be allowed unless notice of intention to move the same has been given in writing at a meeting of Council previous to that at which the same is moved, and the requirements for a notice may not be waived.

- i. A motion of rescission is debatable.
- ii. A motion of rescission shall be passed by a majority vote.
- iii. If the motion to rescind is not made at the time so fixed, or if the Council refuses to consider or rescind, or if after reconsideration the question is again decided in the affirmative, no other motion to reconsider or rescind can be made within one year, except with the consent of two-thirds of the members of the Council.

27. PETITIONS AND DELEGATIONS

1. Every communication, including a petition designed to be presented to Council, shall
 - i. Be legibly written, printed, or typed
 - ii. Not contain any impertinent or improper matter or language
 - iii. Be signed by at least one person
 - iv. State the reasons for the communication and the remedy sought; and
 - v. Be filed with the Clerk by 2:00 p.m. on the Wednesday prior to a Public Meeting.
2. A petition shall include:
 - i. The date the petition was commenced;
 - ii. The signature, civic address and/or the telephone number or email address of the person who started the petition
 - iii. The name and civic address of every person who signed the petition; and
 - iv. The date every person signed the petition
 - v. The individual designated to speak to the petition
3. It shall not be necessary to read otherwise than by title any petition of which a copy has been furnished to the members, unless the presiding officer directs or the majority of members present request that such document shall be read
4. The spokesperson to a petition shall be granted up to five (5) minutes to present their petition.
5. When presenting a petition, the spokesperson shall:
 - i. State their name
 - ii. State the reason for the petition and the remedy sought

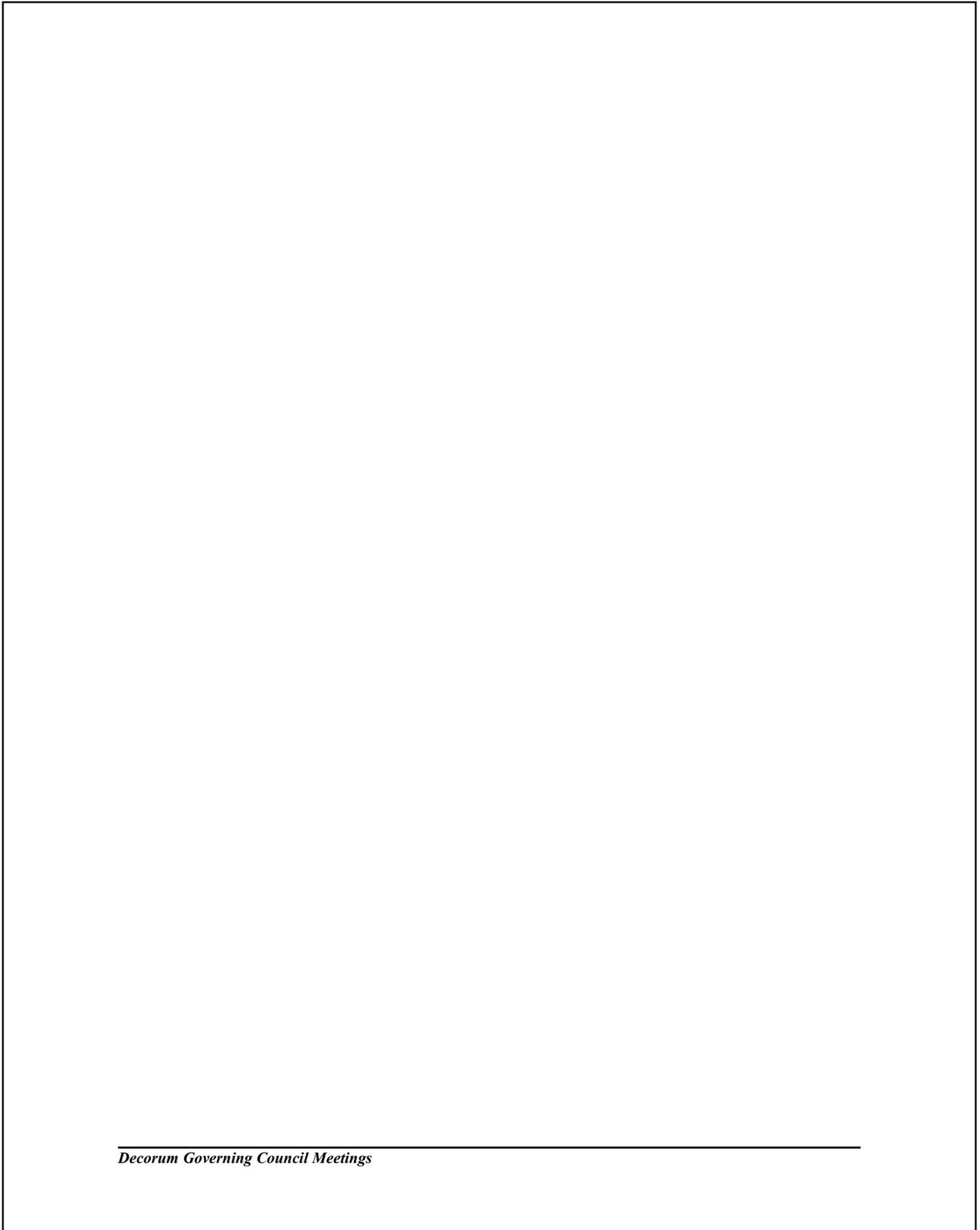
6. No Council member shall speak upon or debate a tabled petition, except to seek clarification or briefly explain the purpose of the petition. The petition shall be automatically referred to staff for review, comments and recommendation, unless the petition is in respect to an item before the Council.
7. Notwithstanding subsection 6 above, when Council considers that the petition requires an immediate reply, the matter contained therein may be discussed and disposed of forthwith.

28. COMMITTEES

1. In accordance with Section 42 of the City of Corner Brook Act, Council may from time to time appoint Committees. The Mayor shall be an ex-officio member of all committees and shall have full voting privileges.
2. Standing Committees to Council, shall remain in effect for the life of the Council, and members shall be appointed at the first Council meeting of each year.
3. Special Committees of Council shall remain in effect only until the purpose for which they were set up has been accomplished. Special Committees will automatically expire at the end of each year, unless struck again by Council.
4. Council may, by majority vote, resolve itself into a Committee of the Whole whereby it will operate under the rules for Committees as set out hereunder.
5. Membership on all committees of Council must consist of at least one members of council.

6. A majority of the voting members of any committee shall constitute a quorum.
7. When Council appoints a Committee it shall also appoint one of the members to be chairperson of that Committee.
8. The City Clerk (or designate appointed by the City Clerk) shall act as secretary to each committee. The Administrative Assistants to Directors of Corporate, Community and Operational Services shall act as recording secretary to the Policy Advisory Committee and provide administrative and clerical support to the Committee.
9. Prior to the next meeting of the Committee, the secretary shall prepare minutes of the previous meeting for submission to and confirmation by the committee.
10. Following every Committee meeting, the secretary shall prepare for the Chairperson a report on all matters which require Council Action.
11. The Terms of Reference of the City of Corner Brook Policy Advisory Committee shall govern rules and regulations which are to apply to the proceedings of Committee Meetings.
12. Where a Councillor or a member of City staff fails to disclose that he\she is in a Conflict of Interest as set out in Section 22-26 of the City of Corner Brook Act, the onus is upon the presiding officer to inform Council of such a conflict of interest, if he\she is aware of the situation.
13. If the presiding officer is unaware of or fails to inform Council of a potential conflict of Interest any councillor or staff member shall advise Council of such Conflict of Interest and request a decision in accordance with Section 25 of the City of Corner Brook Act.
14. In all cases where these rules and regulations do not make provision or adequate provision, then the Current Edition of Robert's Rules of Order shall apply.

These rules and regulations shall become effective upon the date of enactment.



Decorum Governing Council Meetings

APPENDIX "A"

VOTING REQUIREMENTS
COUNCIL MEETINGS

VOTING REQUIREMENTS:

All questions before a duly convened meeting of Council are to be decided by a majority vote of Councillors in attendance unless stated otherwise. Exceptions to this general rule occurs when the City of Corner Brook states a requirement for a two-thirds majority of the “total numbers of Councillors” or “the Councillors in office.”

“The Total Number of Councillors” means the number of Councillors prescribed for a council, regardless of whether or not there are vacancies on council at the time.

“The Councillors in Office” means the number of Councillors holding office at the time, regardless of whether they are all in attendance at the meeting.

MOTIONS REQUIRING MORE THAN A MAJORITY VOTE:

Requiring TWO THIRDS of the Councillors in office:

MOTIONS	CITY OF CORNER BROOK ACT - REFERENCE
· creation of a change of a ward system	14 (1) (2)/324
· holding of a plebiscite	53

Requiring TWO THIRDS of the Total Number of Councillors:

· appointment of City Manager	55
· appointment of City Clerk	68
· dismissal of City Manager, City Clerk or Department Head	83(1)(2)
· Suspension of City Manager, City Clerk or Department Head	85
· Remuneration for Mayor and Councillors	17

Except for motions requiring more than a majority, every other disputed question before Council is to be decided by a majority vote of the councillors **in attendance at the meeting**. However, where a Council abstains from voting on a disputed question, a decision is not to be taken on that question unless the number of Councillors in favor of the question is equivalent to, or more, than a majority of the Councillors **in attendance at the meeting**

