



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Committee of the Whole Meeting of the Corner Brook City Council, to be held on **April 12, 2021** at **7:00**. **Council Chambers, City Hall.**

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

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CITY CLERK

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**MINUTES OF A COMMITTEE OF THE WHOLE OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
VIDEO CONFERENCE  
MONDAY, 1 MARCH, 2021 AT 5:30 PM**

**PRESENT:**

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

**COW21-022 Approval of Agenda**

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

**COW21-023 Approval of Minutes [Committee of the Whole - January 11, 2021]**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the minutes of the Committee of the Whole Meeting on January 11, 2021. **MOTION CARRIED.**

**COW21-024 Business Arising From Minutes**

There was no business arising.

**COW21-025 National Lymphedema Day**

Mayor Parsons announced that March 6th, 2021 is declared World Lymphedema Day in the City of Corner Brook.

**COW21-025 Heritage Week**

Mayor Parsons announced that a proclamation was signed declaring:

- February 15, 2021 Heritage Day; and
- February 15-21 Heritage Week

in the City of Corner Brook.

**COW21-026 Protective Services Monthly Activity Report**

Councillor J. Carey provided a monthly update from Protective Services Department as follows:

- Municipal Enforcement Officers received a total of 65 calls for bylaw enforcement, taxi regulations, parking enforcement, and animal control;
- Corner Brook Fire Department received a total of 20 calls for service;
- PSAP had a total of 4364 calls.

**COW21-027 ATV Report**

Councillor J. Carey provided an update on the ATV survey. A summary of responses are outlined below:

- 474 people responded;
- access should increase to more roads and areas;
- there was a lot of positive feedback from both visitors and business owners about the impact on local businesses and access to services;
- many felt access to trails without having to load their vehicles on trailers was a major advantage;
- better enforcement was needed to mitigate unlawful or nuisance riders.

The majority of responses from business owners and residents were positive.

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**COW21-028 Public Works, Water and Wastewater Update**

Councillor V. Granter presented the following activity report from Public Works and Water and Wastewater Division for the month of February:

- 54 Snow clearing requests,
- 53 snow clearing, 27 salt/sand requests,
- 20 internal alarms,
- 19 water leaks,
- 13 request shut off/on,
- 10 water issues,
- 10 manholes and catch basins
- 8 snow clearing sidewalks and
- salt/sand sidewalks.

**COW21-029 Development and Planning Update**

Councillor L. Chaisson presented an update from the Development and Planning Committee regarding a number of projects in the City including:

- **IMSP Municipal Plan** – contract was awarded to Upland Planning and Design and project is expected to be complete by March, 2022;
- **CB Acute Care Hospital** – expected to be complete by the end of 2023 and most permits have been issued for the building;
- **Grenfell Drive Medical Centre** – occupancy permit has been issued for the 3<sup>rd</sup> floor and 40% of the 4<sup>th</sup> floor. Permits are expected soon for Vogue Optical and Sentrex Pharmacy;
- **Shopper's Drug Mart** – permit issued, however start is delayed;
- **Barry's Seafood Expansion** – permits have been issued for the replacement of three large building. Work is ongoing;
- **New Garage/Bus Depot for Provincial Government** – permits have been issued and work is going, expecting completion in the next couple of months;
- **New Gospel Hall Church** – staff are anticipating a late spring/summer start date;



- **N.A.P.E Building** – project is ongoing and occupancy is expected soon;
- **Walmart** – drawings recently submitted to carry out commercial demo of the Tire Lube Express
- **New Veterinary Clinic** – currently under construction, no other permits have been issued;
- **Taylor Smiles, West Coast Glass and Tech Construction** – all permits have been issued for these projects and construction is ongoing.

**COW21-030 Request to Purchase Land - Adjacent to 5 Compagnons Lane**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the execution of the purchase and sale agreement between the City of Corner Brook and owners of 5 Compagnons Lane for City land adjacent to 5 Compagnons Lane. **MOTION CARRIED.**

**COW21-031 Capital Projects Report**

Deputy Mayor B. Griffin presented an update from the Capital Projects Committee regarding the following projects in the City:

- **Corner Brook Recreation Center:** Five Requests for Qualifications submissions were received and evaluated. As a result three (3) Design Build teams have been selected. Request for Proposal document is expected to be released soon.
- **Steady Brook Water Study:** A funding application has been submitted to complete the study to determine best alternative to supply Steady Brook with water from Corner Brook.
- **Mt. Bernard Sanitary Sewer Study:** A sanitary sewer study is underway and is expected to be completed by mid-March 2021.

**COW21-032 Transit Study and System Design**

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the Prime Consultant Agreement (PCA) for consulting services contract for the Transit Study and System Design project by Dillon Consulting Ltd. for the estimated cost of \$40,215.00 (HST included). **MOTION CARRIED.**

**COW21-033 Multi-Year Capital Works 2017-2020 Reallocation Amendment**

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to accept the cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated February 23, 2021 to complete projects under the 2017-2020 Municipal Infrastructure Agreement Amendment.

It is **FURTHER RESOLVED** to authorize the Mayor and the City Manager to sign the 2017-2020 Municipal Infrastructure Agreement Amendment

with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook. **MOTION CARRIED.**

**COW21-034 Community Services Project Update**

Councillor T. Buckle provided an update on the following Community Service projects and their status:

- STAR - Staff are continuing to implement recommendations from the STAR report;
- Trail Development - Staff are applying for project funding and are working with Crown Lands to amend licences to operate to allow for upgrades required with the project;
- Branding - RFP complete and will be released once funding is confirmed;
- Capacity Building - staff are beginning to plan a tourism summit for local stakeholders;
- Board of Trade Partnership - Staff working on formulating an agreement with the Board of Trade on the Visitor Information Center. Staff are also investigating opening pop-up Visitor Information Centre's at different areas of the City;
- Mill Whistler - Staff is working on a potential project for 2021;
- Deer Lake Airport - Staff is working with airport management on a sense of arrival campaign;
- Jigs and Wheels Festival - Staff is working on a modified Jigs and Wheels festival;
- Go Western Partnership – Staff is finalizing details on project with DMO to create digital content for social media and websites;
- Community Gardens project - WEC is looking at finalizing details for a new community garden location in the Brosnan Street area;
- Community Composting - staff is working with WEC on developing a community composting program for 2021.

**COW21-035 Recreation Services Update**

Councillor T. Buckle provided an update from Recreation Services. The Recreation Department is doing a Corner Brook "Step Into Spring" Walking Challenge and staff is hoping to finalize details on the challenge. He further commented that all team sport and recreational activities have been temporarily suspended due to the pandemic.

**COW21-036 Civic Centre Update**

Councillor T. Buckle provided an update on the Civic Centre operations regarding COVID-19 and the alert levels. He further advised that during the close down staff are conducting some additional maintenance and cleaning in the facility.

**COW21-037 HippoCamp Chair**

Councillor Chaisson announced that the Hippocamp Chair was delivered to Blow me Down Trails on February 12, 2021 and is available at request.

**COW21-038 Code of Conduct - Council**

On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to move agenda item (Code of Conduct Policy) to an in-camera Council meeting for consideration. Mayor Parsons, Deputy Mayor Griffin, Councillors Buckle, Staeben, and Granter voted against the motion. **MOTION DEFEATED.**

There was considerable discussion on the Code of Conduct Policy for Mayor & Council. Several suggestions were brought forward in regards to the policy, including having the policy reviewed by the City's solicitor. It was agreed to have Council members submit any further comments, in writing, on the policy to the City Manager by March 5, 2021.

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, is **RESOLVED** to postpone decision on this item until legal review has been conducted taking into consideration comments from council. **MOTION CARRIED.**

**COW21-039 Municipal General Election**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** pursuant to section 54(2) of the Municipal Elections Act to authorize a vote by mail process for the municipal general election while maintaining in-person, proxy and advance polling options. **MOTION CARRIED.**

**COW21-040 Wellington Soccer Pitch - Naming**

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to name the Soccer Pitch at Wellington Complex in honour of Doug Sweetapple. **MOTION CARRIED.**

**ADJOURNMENT**

The meeting was adjourned at 7:58 p.m.

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City Clerk

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Mayor



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Ratification of Decisions</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:** Ratification of Minutes from previous Council in Committee and Committee of the Whole meetings

**Background:** In accordance with section 41 (3) of the City of Corner Brook Act, "Where a decision is made by the councilors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council."

<b>Council in Committee Meeting – March 8, 2021</b>
<b>It is RESOLVED to ratify minute CC21-004 – Approval of Agenda:</b> <i>It is <b>RESOLVED</b> to approve the agenda as circulated.</i>
<b>It is RESOLVED to ratify minute CC21-006 – Release of Request for Proposals (RFQ) to Design Build Teams for the Corner Brook Regional Recreation Centre :</b> <i>It is <b>RESOLVED</b> to release the Design-Build Request for Proposals for the Corner Brook Regional Recreation Centre to Marco Group, Lindsay Construction and Pomerleau.</i>

**Legal Review:** N/A

**Governance Implications:** Motions approved in a privileged meeting must be ratified in a public meeting of Council to become valid


**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor: Marina Redmond, City Clerk</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: March 31, 2021</b>

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Proclamations</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: Proclamation</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: April 12, 2021</b>

**Topic:** Proclamations

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

- **March 31, 2021** was declared as **Transgender Day of Visibility 2021** in the City of Corner Brook at the request of Corner Brook – Bay of Islands Pride;
- The month of **April 2021** is declared as **Child Abuse Prevention Month** in the City of Corner Brook at the request of the Miles for Smiles Foundation.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>
<b>Supervisor: Marina Redmond, City Clerk</b>
<b>City Manager: Rodney Cumby</b>

	<b>City of Corner Brook Information Report (IR)</b>
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<b>Date: March 31, 2021</b>
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## Transgender Day of Visibility

Official declaration by the City of Corner Brook that March 31<sup>st</sup>, 2021 shall be designated as *Transgender Day of Visibility 2021*.

Motion presented before the Municipal Council of the City of Corner Brook by Corner Brook - Bay of Islands Pride on March 31<sup>st</sup>, 2021.

WHEREAS Transgender Day of Visibility is a day recognized annually on March 31<sup>st</sup> that celebrates transgender representation, activism, and equality;

WHEREAS Transgender Day of Visibility helps acknowledge activists both in the present and throughout history that have helped improved the lives of transgender people;

WHEREAS Newfoundland and Labrador is a society open to everyone, including those who identify within the Transgender community;


WHEREAS the *Canadian Human Rights Act* recognizes that no discrimination and violence on the basis of gender expression and gender identity shall be made;

WHEREAS discrimination and violence targeting the Transgender community remains present in society despite efforts to the contrary;

WHEREAS there is a widespread general agreement opposing discrimination and violence targeting the Transgender community;


THEREFORE, the city of Corner Brook is pleased to declare the day March 31<sup>st</sup>, 2021 as *Transgender Day of Visibility*;

The decision has been made to declare the day of March 31, 2021 as "TRANSGENDER DAY OF VISIBILITY."

  
Jim Parsons, Mayor

City of Corner Brook

March 31, 2021  
Date

  
Executive Committee, Corner Brook - Bay of Islands Pride





**Whereas:** Children are the foundation for a prosperous and innovative society, and the foundation for a child's growth and development is established when the community takes responsibility for creating healthy environments where our children can thrive;

**Whereas:** All children deserve to have a safe, stable, nurturing home and community to foster their healthy growth and development;

**Whereas:** Child abuse and neglect is an important societal concern that may affect the long-term health and well being of not only children, but also the adults they become;

**Whereas:** Child abuse and neglect impacts our entire society and our society's future;

**Whereas:** Child abuse prevention is a shared responsibility and finding solutions requires the involvement and collaboration of citizens, organizations and government entities;


**Whereas:** this month, we emphasize the importance of understanding the devastating problem of child abuse and neglect, and commit to learn more about the behavioural and physical signs of possible abuse.

Therefore: I \_\_\_\_ **Mayor Jim Parsons** \_\_\_\_ do hereby proclaim the month of April 2021 to be Child Abuse Prevention Month in \_\_\_\_ **The City of Corner Brook** \_\_\_\_ and urge all citizens to work together to help reduce child abuse and neglect significantly in years to come.

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Mayor Jim Parsons=



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter:</b> Protective Services Statistics for month of March 2021	
<b>Report Information</b>	
<b>Department:</b> Protective Services	<b>Report No:</b>
<b>Presented By:</b> Todd Flynn, Director	<b>Attachments:</b>
	<b>CoW Meeting Date: April 12th, 2021</b>

**Topic:** Protective Service report for month of March 2021.

**Background:** On a monthly basis Protective Services compiles its statistics to report them out to council and residents.

**Objective:** To inform the residents of Corner Brook of the work that is being done by the Protective Services Department.

(Note: the MEO's were working from home from March 1-15<sup>th</sup> due to COVID and assigned security duties at the front desk for remainder of month.)

**1. Our Municipal Enforcement Officers received 69 calls for services as follows:**

- **By-law Enforcement:**
  - 4 - Untidy property;
  - 5 - Uncovered garbage; 4 Without Covering / 1 With Covering;
  - 1– Rodent
  - 14 – Depositing Snow on roadway
  - Various other routine complaints.
- **Taxi Regulation:**
  - 2 - Taxi Driver Conduct complaints ;
  - 2 - Taxi Vehicle Permits issued.
- **Animal Control:**

18 Calls for Service were received that included:

  - 11 - Roaming Animals;
  - 5 - Injured/Dead Animals;
  - 3 - Violations issued.



## City of Corner Brook Information Report (IR)

### ○ **Parking Enforcement:**

75 Parking related violations were issued that included:

- 53 - Expired Meters;
- 6 - Accessible Parking (Handicapped Permit);
- Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, etc.).

### **2. The Corner Brook Fire Department received 28 calls for service that included:**

- 1 – vehicle fire;
- 1 – on-board ship fire;
- 1 – chimney fire;
- 1 – garbage fire;
- 2 – carbon monoxide alarms;
- 5 - commercial fire alarms;
- 1 – residential smoke alarms;
- 11 – traffic collisions (5 of which incurred injuries);
- 1 – grass fire;
- 1 – vehicle fire;
- 1 – small petroleum spill;
- 2 - non-emergency (ambulance medical lift assists).

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

- 33 – commercial inspections;

### **3. The total volume of calls received by the Corner Brook PSAP for March was 4228. The calls are broken out as follows:**

- Police – 697



## City of Corner Brook Information Report (IR)

- Ambulance – 1244
- Fire – 136
- MRSC – 1 (Maritime Rescue Sub-Center)
- Any Other (please specify)
  - Poison Control – 2
  - Crisis – 8
  - Northern 911 – 3 (from out of province or non-provincial area code)
  - RoCP – 7 (from out of province or non-provincial area code)
- Non-Transferred – 2130 (hang-ups, wrong numbers, etc.)

**Governance Implications:** N/A

**Budget/Financial Implications:** N/A

**Environmental Implications:** N/A

**Prepared by:** Todd Flynn

**Director:** Todd Flynn


**City Manager:** Rodney Cumby

**Date:** April 12<sup>th</sup>, 2021

**Additional Comments by City Manager:**





	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: City Water Usage</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water, And Wastewater</b>	<b>Attachments: Historical Water Usage Graph</b>
<b>Presented By: Donald Burden</b>	<b>Council Meeting Date: April 12, 2021</b>

### **Topic: City Water Usage**

#### **Background:**

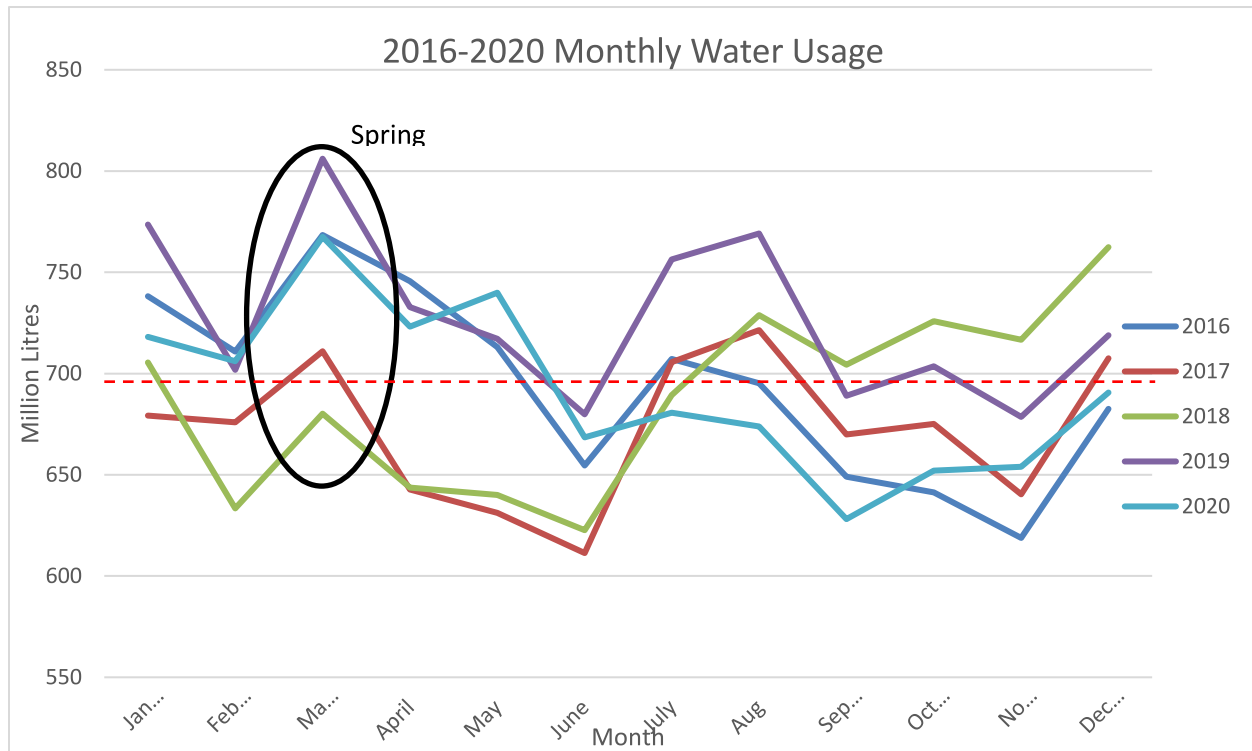
In March of 2015 the City of Corner Brook placed its new Water Treatment Plant into service providing high quality treated water to the residents of Corner Brook, Massey Drive, and Mount Moriah. The cost to construct this new facility was \$26 million with an annual operating cost of \$1.5 million.

The water treatment plant was designed to treat 30 million litres of water per day at a cost to residents of approximately \$100 per million litres (consumable costs). Since 2015, through leak detection, repairs, and water conservation efforts the City has reduced its water demand from approximately 30 million litres per day down to approximately 20 million litres per day. Although we have obtained a reduction of approximately 10 million litres per day, we still have work to do to reduce the demand and costs even further.

Each Spring the water treatment plant experiences a spike in demand from residents washing around the exterior of their properties. For example, washing driveways and washing snow off their lawns. The graph below clearly shows the demand spike we experience each Spring from these activities. From the graph it is estimated that the Spring water demand is in the order of 100 million litres in excess of the average monthly plant demand.



## City of Corner Brook Information Report (IR)



Some examples of Water Conservation tips the residents can follow to help further reduce plant demand are as follows:

- Keep a pitcher of water in the refrigerator rather than running tap water until it is cool enough to drink.
- Install a low-flow showerhead.
- Wash only full loads in the clothes washer.
- Use a broom instead of a hose to clean your driveway.
- Chop snow into smaller pieces to help melting as opposed to watering.
- When washing your car use a bucket with a sponge plus a trigger nozzle on the hose.
- Turn off the water while brushing your teeth.

### Objective:

To provide the residents of Corner Brook with safe and reliable drinking water.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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**Governance Implications:** N/A

**Budget/Financial Implications:** The 2021 annual budget for the water treatment plant is \$1.5 million.

<b>Prepared by:</b> Donald Burden
<b>Director:</b> Donald Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 1, 2021

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Development and Planning Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-03</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-04-08</b>

**Topic:** This report is intended to serve as an update to Council and the public regarding the various Development and Planning Projects. The current project updates are as follows:

### **Municipal Plan (IMSP) and Development Regulations Update:**

Our chosen Consultant, UPLAND Planning and Design, have hit the ground running and is currently preparing for Public Engagement opportunities. The objectives of this Engagement Strategy are to:

- Integrate community participation into the planning process through inclusive and meaningful conversations with residents and stakeholders.
- Share information about existing conditions and key planning issues with community members.
- Mobilize project team and partners to promote and share engagement sessions and inform community members about the process and timeline.
- Gather input (values, preferences, concerns, solutions, etc.) that will help to answer questions and inform decision making.
- Foster trust in the intentions of planning regulations, and respect for long-term community vision.

The Consultant is creating a website that will be accessible from the City website and will have its own identifiable branding for the project. This month should see the website going live, a press release and stakeholder emails going out, an online presentation, and FAQ's will be posted.

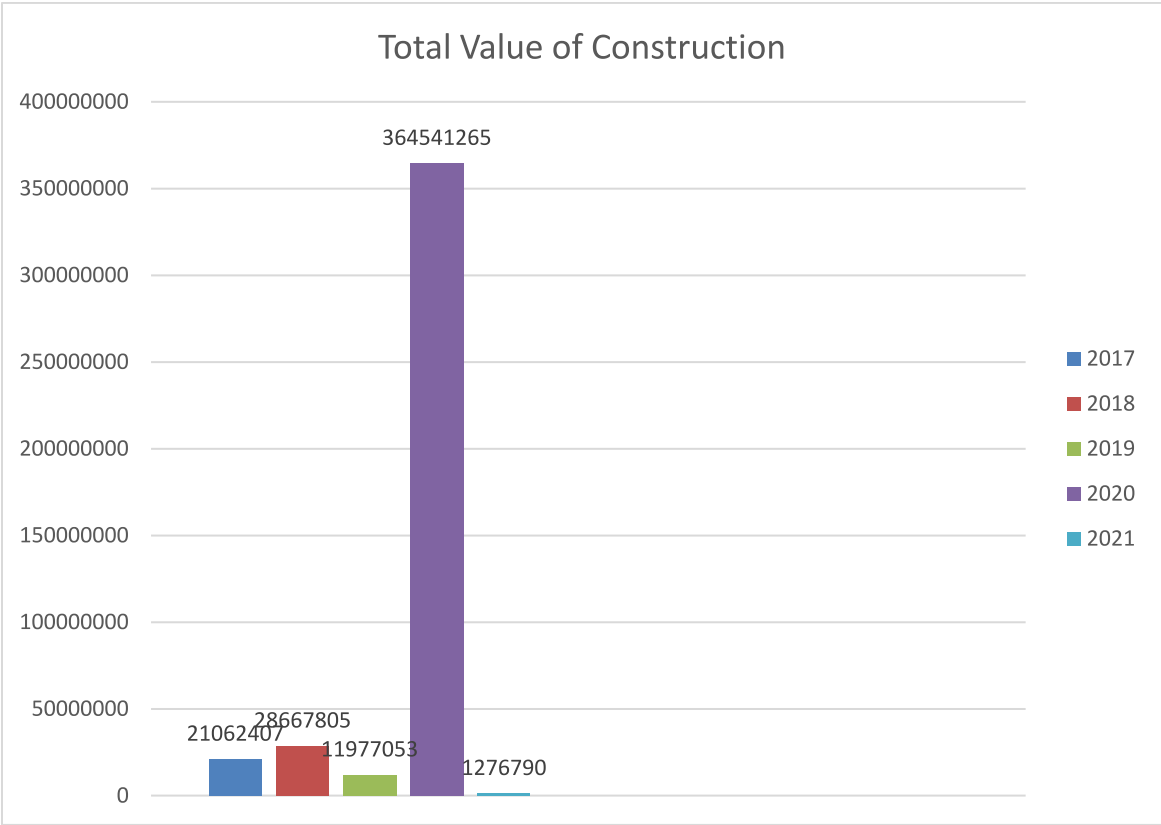
May and June will be the main consultation period. May will bring a Planning Analysis Report, an interactive map and an online Survey. Stakeholder and target audience interviews will be ongoing throughout May and early June.

We encourage you to promote participation in the Plan Review activities as the more responses we receive the better the information we have about how the Community wants to see the City developed.

**CB Acute Care Hospital:**

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

**Development Statistics**





## City of Corner Brook Information Report (IR)

### CITY OF CORNER BROOK MONTHLY BUILDING PERMIT REPORT- MARCH 2021

#### BUILDING PERMITS ISSUED

BUILDING TYPE	MARCH 2021		TO DATE 2021		MARCH 2020		TO DATE 2020	
	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST	PERMITS	ESTIMATED COST
ASSEMBLY NEW	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	1	600
INDUSTRIAL NEW	0	0	1	100000	0	0	0	0
OTHER	0	0	0	0	0	0	0	0
INSTITUTIONAL NEW	0	0	0	0	0	0	1	50889323
OTHER	1	250000	1	250000	1	1500000	1	1500000
RESIDENTIAL NEW	0	0	0	0	2	460000	2	460000
OTHER	10	131690	14	173690	5	107000	13	396710
BUSINESS NEW	0	0	0	0	0	0	0	0
OTHER	0	0	1	275000	2	2500	4	1432500
MERCANTILE NEW	0	0	0	0	0	0	0	0
OTHER	3	422000	7	478100	0	0	1	2500
<b>TOTAL</b>	<b>14</b>	<b>803690</b>	<b>24</b>	<b>1276790</b>	<b>10</b>	<b>2069500</b>	<b>23</b>	<b>54681633</b>

#### NEW RESIDENTIAL UNITS APPROVED

CLASSIFICATION	MARCH 2021	TO DATE 2021	MARCH 2020	TO DATE 2020
SINGLE DWELLING	0	0	0	0
DWELLING WITH APT.	0	0	4	6
DOUBLE DWELLING	0	0	0	0
ROW DWELLING	0	0	0	0
APARTMENT	0	0	0	0
APARTMENT BLDG.	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>6</b>

OCCUPANCY PERMITS ISSUED FOR FEBRUARY 2021: 1

OCCUPANCY PERMITS ISSUED TO DATE 2021: *12*

BUILDING INSPECTOR: [REDACTED]

**Prepared by: D. Charters**

**Director: D. Charters**

**City Manager: Rodney Cumby**

**Date: 2020-04-08**

**Additional Comments by City Manager:**





	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Consultative Services Agreement Execution for the City of Corner Brook IMSP and DR 2022 Project (RFP # 2020-34)</b>	
<p align="center"><b>Report Information</b></p>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachment: Consultative Services Agreement</b>
<b>Prepared By: Deon Rumbolt</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:** The City of Corner Brook has prepared a Consultative Services Agreement with Upland Planning and Design Inc. for consulting services related to the Integrated Municipal Sustainability Plan (IMSP) and Development Regulations (DR) 2022 project.

**Background:** Three proposals were reviewed by a staff Review Committee and the recommended proposal, Upland Planning and Design Inc., and associated cost (\$99,107.00 HST inc.) was approved by Council on February 15, 2021.

**Recommendation:** Staff, the Consultant and the City Solicitor have reviewed the Consultative Services Agreement. As such, it is recommended that the following resolution be considered by Council:

**Be it resolved that the Council of the City of Corner Brook** execute the Consultative Services Agreement for the IMSP and DR 2022 project with Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included).

**Options:**

1. That the Council of the City of Corner Brook execute the Consultative Services Agreement for the IMSP and DR 2022 project with Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included) as recommended.
2. That the Council of the City of Corner Brook not execute the Consultative Services Agreement for the IMSP and DR 2022 project to Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included).
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review: Completed** – All Recommendations implemented

**Budget/Financial Implications:** Approved Project Funding of \$100,000.00

**Attachment:** Consultative Services Agreement

<b>Prepared by:</b> Deon Rumbolt
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	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Director:</b> Darren Charters
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 6, 2021

**Additional Comments by City Manager:**

**THIS AGREEMENT** made at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**BETWEEN:** **CITY OF CORNER BROOK** (the “Owner”) of the one part;

**AND:** **UPLAND URBAN PLANNING + DESIGN INC.** (the “Consultant”) of the other part;

**WHEREAS:**

- (1) The Owner issued a Request for Proposals (RFP #2020-34) on or about December 10, 2020 containing terms of reference for Corner Brook Integrated Municipal Sustainability Plan and Development Regulations (2022), and one addendum to same dated January 19, 2021 (hereinafter collectively referred to as the “RFP”); and
- (2) The Consultant submitted technical and financial proposals to the Owner in response to the RFP dated January 29, 2021 (hereinafter collectively referred to as the “Proposal”);

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

**ARTICLE I - Consultative Services**

- 1.01 The Consultant agrees to provide the services, work, work product, and assume the responsibilities and execute the duties described in the RFP annexed hereto as Schedule “A” and in the Proposal annexed hereto as Schedule “B” (hereinafter called the “Services”). The Consultant will commence the Services on or before execution of this Agreement and totally complete all Services on or before the 28<sup>th</sup> day of February, 2022. The Consultant shall comply with all timelines for provision of Services as specified in the Proposal and if the Consultant is unable to meet any of the timelines so specified the Consultant shall notify the Owner immediately and shall provide the Owner with a revised plan to meet the requirement for a February 28, 2022 total completion of Services. If the Owner is not satisfied with the revised timelines and the Consultant is unwilling or unable to

bring the Services back on schedule, the Owner reserves the right to terminate this agreement and/or hire another Consultant to ensure completion of the Services in a timely manner upon provision of five (5) days notice of same to the Consultant.

- 1.02 The Consultant shall not subcontract any aspect of the Services (save and except for the engineering services by Harbourside Engineering Group as set out in its Proposal) or change any of the personnel and/or their assigned roles as outlined in the Proposal without the prior written approval of the Owner.
- 1.03 The Consultant shall dedicate all such personnel and resources as shall be reasonable and prudent to carry out the Services in the most efficient fashion possible given the nature of the work and the mutually agreed upon completion dates.
- 1.04 No change, addition or deletion to the Services shall be undertaken by the Consultant unless first agreed to in writing by the Owner and any adjustment in the cost or time for completion of the Services shall first be detailed in writing by the Consultant and approved in writing by the Owner prior to the implementation of any such change, addition or deletion to the Services.

## **ARTICLE II - Fees and Expenses**

- 2.01 For the satisfactory performance of the Services, the Owner shall pay to the Consultant a total sum of Ninety-Nine Thousand One Hundred and Seven dollars (\$99,107.00), including HST, disbursements and all other costs. The Consultant shall invoice the Owner on a monthly basis for the proportion of Services provided that month. The invoices shall detail any information as may be requested from time to time by the City's Director of Finance and Administration.
- 2.02 The Owner shall not be responsible for any expenses incurred by the Consultant, including out of pocket expenses (e.g., travel, meals, accommodations, legal advice or support staff).
- 2.03 The Consultant shall remain obligated to complete the Services notwithstanding that the actual cost to the Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum received by the Consultant under this Agreement.

- 2.04 The Owner shall be entitled to request from time to time any alteration in the form of invoice customarily used by the Consultant as may be reasonably required for the purposes of the Owner's internal accounting systems. The Consultant agrees that each invoice shall clearly show and identify the service which is being charged under that invoice to the Owner. The invoice shall have appended thereto any documentation required by the Owner.
- 2.05 The Owner shall not be responsible to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Services for which the Consultant is responsible.

### **ARTICLE III – CONFLICT OF DOCUMENTS**

- 3.01 In the event of any conflict between the contract documents, this agreement shall govern, followed by the Proposal and lastly the RFP.

### **ARTICLE IV - Third Party Liability**

- 4.01 The Consultant agrees that in performance of the Services neither the Consultant nor any person employed by or acting as agent for the Consultant shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Consultant shall act throughout as an independent contractor and shall not be or be deemed to be an agent of the City of Corner Brook or Corner Brook City Council.
- 4.02 The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons or with respect to any loss of or damage to property arising out of any act or omission of the Consultant, its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Consultant shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

### **ARTICLE V– Confidentiality, Materials & Copyright**

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

- (a) all communications and instructions from the Owner respecting the Services, including the fact of this contract;
- (b) all information acquired by the Consultant respecting policy development, consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Owner;
- (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Owner, disclosed directly or indirectly to the Consultant during the performance of the Services or in any way related thereto;
- (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL 2002 c. A-1.1, to mean recorded information about an identifiable individual, including
  - (i) the individual's name, address or telephone number,
  - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
  - (iii) the individual's age, sex, sexual orientation, marital status or family status,
  - (iv) an identifying number, symbol or other particular assigned to the individual,
  - (v) the individual's fingerprints, blood type or inheritable characteristics,
  - (vi) information about the individual's health care status or history, including a physical or mental disability,
  - (vii) information about the individual's educational, financial, criminal or employment status or history,
  - (viii) the opinions of a person about the individual, and
  - (ix) the individual's personal views or opinions

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

(e) all information that is developed based upon Confidential Information including the work product of the Consultant, its employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its Representatives; or

(ii) is information which the Consultant can show possession of prior to the 10th of December , 2020 and which was received or developed by the Consultant free of obligations of confidentiality to the Owner.

5.02 The Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Owner, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Consultant shall give the Owner prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Owner immediately after the required disclosure.

5.03 The Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.

5.04 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the City of Corner Brook and the contents thereof are privileged and confidential. Nothing in this Agreement shall

give the Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Consultant pursuant to the terms of this Agreement. The Consultant acknowledges that the Owner's right to this information shall at all times be paramount to any rights of the Consultant, at law or in equity, and that the Consultant's remedies against the Owner for the Owner's breaches under this Agreement do not include the right to deprive the Owner of access to the Owner's information in the Consultant's possession. The Consultant may request that the Owner grant the Consultant a licence to use certain photos, images, and maps for purposes of advertising and submitting project deliverables to obtain future awards/contracts and the Owner agrees to not unreasonably deny such request.

- 5.04 The Consultant shall provide to the Owner and solely to the Owner upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Owner, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, its employees, servants and/or agents, and shall certify the destruction of same to the Owner.
- 5.05 The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL 2005, c. M-1.01, and the *Privacy Act*, RSNL 1990 c. P-22, as well as other legislation which may apply in the jurisdiction of the Consultant's operation. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant, its employees, servants and/or agents.
- 5.06 The Consultant shall ensure that she has in place and follows the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:
- a. at a minimum, using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants



or agents other than those who have been pre-approved by the Owner to have access to properly perform the Services under this Agreement;

- b. establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
- c. ensure compliance with all policies, standards and safeguards established under this Article;
- d. advise the Owner of any changes in its security systems, procedures, standards and practices that may affect the Confidential Information and seek the Owner's consent prior to such changes.

5.07 The Consultant shall only disclose confidential information to other persons with the prior written consent of the Owner, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement.

5.08 The Consultant shall:

- a. notify the Owner promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Owner's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
- b. promptly furnish to the Owner full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Owner in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;
- c. use reasonable efforts to cooperate with the Owner in any litigation and investigation against third parties deemed necessary by the Owner to protect its proprietary rights;
- d. promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and
- e. refer to and follow the privacy breach protocol of the City of Corner Brook as it exists at the time of the breach.

## **ARTICLE VI - Materials**

- 6.01 The products from the Services and all data, research, reports, notes, estimates, summaries, calculations, papers, completed work and work in progress and all such other information and materials or parts thereof that are compiled or produced by the Consultant in performance of this Agreement including computer printouts arising therefrom shall be and become the property of the Owner and shall be delivered to the Owner upon completion of the Services or upon earlier termination of this Agreement. The Consultant may request that the Owner allow the Consultant to retain copies of photos, images, and maps for purposes of advertising and submitting project deliverables to obtain future awards/contracts and the Owner agrees to not unreasonably deny such request.

#### **ARTICLE VII - Termination**

- 7.01 Notwithstanding the provisions of this Agreement, either of the parties may at any time by way of Fifteen (15) days written notice to the other, terminate this Agreement. The contacts and respective addresses for any notice of termination are as follows:

Owner:

Marina Redmond  
City Clerk, City Hall  
5 Park Street, P.O. Box 1080  
Corner Brook, NL  
A2H 6E1  
Email: [mredmond@cornerbrook.com](mailto:mredmond@cornerbrook.com)  
Fax: 709-637-1543

Consultant:

Steffen L. Kaeubler  
Upland Urban Planning + Design Inc.  
63 King Street  
Dartmouth, NS  
B2Y 2R7

- 7.02 Where this Agreement is terminated the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Services completed up to the date of termination within Thirty (30) days of the Consultant

having provided to the Owner all work product and other materials as described in Article 6.01 herein.

- 7.03 The Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

#### **ARTICLE VIII**

- 8.01 Articles IV, V and VI of this Agreement shall survive the termination or expiration of this Agreement.
- 8.02 No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.
- 8.03 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal and the parties agree to attorn to the court of competent jurisdiction in or nearest to the City of Corner Brook.
- 8.04 This Agreement and the Schedules attached hereto constitute the entire agreement between the parties and supersede all previous agreements, arrangements, communications or understandings, written or oral, relative to the Services unless specifically incorporated herein.
- 8.05 This Agreement shall be binding upon and enure to the benefit of the parties hereto, their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have caused this contract to be signed.

**SIGNED SEALED AND DELIVERED** by  
Upland Urban Planning + Design Inc.

in the presence of:

[Redacted]

Witness

Ian Watson

[Redacted]

Witness

Ian Watson

[Redacted]

Director: Steffen L. Kaeubler

1

[Redacted]

Director: Bruce T. Mans


SIGNED SEALED AND DELIVERED by  
The City in the presence of:

Witness

Mayor

Witness

City Clerk or CAO

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Community Services Project Update</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-03</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date:2021-04-12</b>

**Topic:** This report is intended to serve as an update to Council and the public regarding projects being undertaken by Community Services staff.

### **Tourism**

#### **STAR**

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

A STAR Advisory Committee meeting has been confirmed for today (Monday, April 12<sup>th</sup>)  
Goals of the meeting are:

- Provide an update on project and project phase closeout
- Confirm that capacity building needs have been satisfied under the current program
- Gauge interest in serving on a Implementation Committee

Staff are currently working on a funding application with ACOA for the implementation phase of the project.

#### **Trails**

- Staff is working with Crown Lands to amend Licenses to Operate (LTO) to allow for upgrades required with the project
- Staff are watching for funding announcements that can be used for this initiative.

#### **Branding**

- The Request for Proposals (RFP) is complete and waiting for release once funding is confirmed.

#### **Visitor Information Centre (VIC)**

Staff is working with the Board of Trade on a new one (1) year extension to operate the VIC and to improve services offered at the location on Confederation Drive.



## City of Corner Brook Information Report (IR)

### **Mill Whistler**

Staff is working on a program for 2021 with COVID-19 measures in place. It is expected that any program will look much different than in 2019 and will include “bubble” rides and special events.

### **Jigs and Wheels Festival**

Staff is working on a modified Jigs and Wheels festival for July 30<sup>th</sup> to August 8<sup>th</sup>. The planning committee held the first of many meetings to plan the week long summer festival. Stay tuned for more details.

### **Go Western DMO Project**

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

## **Sustainability**

### **2021 Spring Cleanup**

Staff are working on the details of a month long clean up event that will take place during the month of May that will have a different twist from previous years. Stay tuned...


### **Transit Study and System Design**

Staff is working with the consultant to finalize recommendations and the final report which is expected in coming weeks.

### **Community Gardens and Composting Program**

Staff is working with Western Environment Centre (WEC) on the final details for a new community garden in Curling that is to be located in the Brosnan Street area. Public Works staff are helping to build garden boxes and assemble the community composters to be delivered early in the season.

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

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





	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: 2020 Annual Expenditure Report – Gas Tax Funding</b>	
<b>Report Information</b>	
<b>Department:</b> Finance & Administration	<b>Attachments:</b> 2020 Gas Tax Annual Expenditure Report
<b>Prepared By:</b> Dale Park	<b>Council Meeting Date:</b> April 12, 2021

### **Recommendation:**

It is staff's recommendation to approve the 2020 Gas Tax Funding Annual Expenditure Report as presented.

### **Issue:**

The City requires approval of the Annual Expenditure Report for Gas Tax funding.

### **Background:**

As per the requirements of the Gas Tax Funding Agreement, each year the City is required to prepare and approve a report showing a full and detailed statements of revenue and expenditures of the City related to Gas Tax Funding on an annual basis. In 2020 the City received \$1,267,687 in gas tax funding and spent \$1,066,161 on paving projects. At the end of 2020 the City had \$1,315,412 of gas tax funds available for additional projects. The City expects another \$438,746 in funding in 2021 under existing funding agreements. Additionally the federal government has proposed a bill to change the name of the funding to Canada Community-Building Fund and to have a one time increase in funding for 2021.

### **Options:**

1. Adopt and approve the 2020 Gas Tax Funding Annual Expenditure Report as presented.
2. Rejecting the 2020 Gas Tax Funding Annual Expenditure Report

**Governance Implications:** The Gas Tax AER report must be approved and submitted to the Province in order to maintain eligibility for ongoing funding.

### **Policy and Regulation:**

**Budget/Financial Implications:** The Gas Tax funding is a critical piece of ongoing, known and dedicated capital funding for the City.

	<b>City of Corner Brook Request for Decision (RFD)</b>
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<b>Prepared by:</b> Dale Park
<b>Director:</b> Dale Park
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> March 31, 2021

**Additional Comments by City Manager:**

**CITY OF CORNER BROOK**

**ANNUAL EXPENDITURE REPORT -  
ULTIMATE RECIPIENT GAS TAX  
AGREEMENT**

Year Ended December 31, 2020

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**City of Corner Brook**  
**Index to Annual Expenditure Report**  
**December 31, 2020**

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BDO Canada LLP  
 300 Kenmount Road, Suite 100  
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## Independent Practitioner's Reasonable Assurance Report on Compliance

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### To the Council of City of Corner Brook

We have undertaken a reasonable assurance engagement for City of Corner Brook (the "City")'s compliance during the period January 1, 2020 to December 31, 2020 with the criteria established by the terms and conditions described in sections 4.3, 5.2.1, Schedule A paragraphs 1, 3, 4, 5 (Newfoundland and Labrador Public Procurement Act only), 13, 14, 15, 16, 17, 23, 25, 26, 27 and 28, Schedule C and Schedule D ("the specific requirements") established in the Ultimate Recipient Gas Tax Agreement dated November 20, 2014, and the amendment to the agreement signed July 16, 2019, between the Province of Newfoundland and Labrador and the City including the interpretation set out in Note 1 to this report.

### Management's Responsibility

Management is responsible for the City's compliance with the specified requirements of the Agreement. Management is also responsible for such internal control as management determines necessary to enable the City's compliance with the specified requirements.

### Our Responsibility

Our responsibility is to express a reasonable assurance opinion on the City's compliance based on the evidence we have obtained. We conducted our reasonable assurance engagement in accordance with Canadian Standard on Assurance Engagements 3531, Direct Engagements to Report on Compliance. This standard requires that we plan and perform this engagement to obtain reasonable assurance about whether the City complied with the specified requirements, in all significant respects.

Reasonable assurance is a high level of assurance, but is not a guarantee that an engagement conducted in accordance with this standard will always detect a significant instance of non-compliance with specified requirements when it exists. Instances of non-compliance can arise from fraud or error and are considered significant if, individually or in the aggregate, they could reasonably be expected to influence the decisions of users of our report. A reasonable assurance compliance reporting engagement involves performing procedures to obtain evidence about the City's compliance with the specified requirements. The nature, timing and extent of procedures selected depends on our professional judgment, including an assessment of the risks of significant non-compliance, whether due to fraud or error.

We believe the evidence we obtained is sufficient and appropriate to provide a basis for our opinion.



### Our Independence and Quality Control

We have complied with the relevant rules of professional conduct / code of ethics applicable to the practice of public accounting and related to assurance engagements, issued by various professional accounting bodies, which are founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

The firm applies Canadian Standard on Quality Control 1, *Quality Control for Firms that Perform Audits and Reviews of Financial Statements, and Other Assurance Engagements* and, accordingly, maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

### Opinion

In our opinion, the City complied with the specified requirements established in the Ultimate Recipient Gas Tax Agreement, including the interpretation in Note 1, during the period January 1, 2020 to December 31, 2020, in all significant respects.

We do not provide a legal opinion on the City's compliance with the specified requirements.

Chartered Professional Accountants  
St. John's, Newfoundland and Labrador  
TBD

## Appendix A: Summary of Ultimate Recipients Fund and Certification

### 2020 Annual Expenditure Report

**City of Corner Brook**  
For the Year Ended December 31, 2020

	Annual	Cumulative
	January 1, 2020 - December 31, 2020	January 22, 2007 - December 31, 2020
1. Opening balance of unspent funding	\$ 1,087,661	\$ -
2. Received from Government of Newfoundland & Labrador	1,267,687	12,606,358
3. Interest earned on gas tax funds	26,225	246,284
4. Interest spent on eligible projects	-	-
5. Net interest earned on gas tax funds	26,225	246,284
6. Gas tax funds spent on eligible projects	1,066,161	11,537,230
7. Closing balance of unspent funds	\$ 1,315,412	\$ 1,315,412
8. Gas Tax bank account balance	1,542,233	1,542,233
9. Gas Tax bank account surplus/deficit	\$ 226,821	\$ 226,821

#### Reasoning for difference:

The entity uses the Annual Expenditure Report as a basis to reconcile the gas tax account annually.

10. Does the recipient have a separate bank account for gas tax funds? Yes X No \_\_\_\_

#### 11. Certification by Ultimate Recipient

I, **Jim Parsons, Mayor** of the **City of Corner Brook** certify that the information reported is a true and accurate representation of the City government's position with respect to its federal gas tax revenues. I acknowledge and understand that any contravention of the terms and conditions of the Ultimate Recipient Gas Tax Agreement may result in funding being withheld.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix B: Summary of Ultimate Recipients Project Expenditure Report**  
**2020 Ultimate Recipient Annual Expenditure Report**

City of Corner Brook  
For the Year Ended December 31, 2020

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the Gas Tax Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	GTF spent in 2020	Interest Spent in 2020	Total Gas Tax Funds Spent	Outcomes
60-2007-71	\$ 57,621	Storm Drainage Improvements	East Valley Road and surrounding areas	Completed	Jun-08 - Sep-09	\$ 57,621	\$ -	\$ -	57,621	Cleaner Water
60-2008-146	81,387	Paving	Humber Road	Completed	Jul-08 - Jul-08	81,387	-	-	81,387	Reduced GHG
60-2008-147	333,315	Paving	Sunnyslope Drive	Completed	Aug-08 - Aug-08	333,315	-	-	333,315	Reduced GHG
60-2008-148	101,567	Paving	Elizabeth Street	Completed	Aug-08 - Aug-08	101,567	-	-	101,567	Reduced GHG
60-2008-149	220,766	Paving	Mt. Bernard Ave	Completed	Aug-08 - Aug-08	220,766	-	-	220,766	Reduced GHG
60-2008-150	157,477	Paving	O'Connell Drive	Completed	Aug-08 - Aug-08	157,477	-	-	157,477	Reduced GHG
60-2008-151	105,489	Paving	Country Road	Completed	Aug-08 - Aug-08	107,684	-	-	105,489	Reduced GHG
60-2009-666	24,414	Paving	Caribou Road	Completed	Aug-08 - Aug-08	24,414	-	-	24,414	Reduced GHG
60-2009-667	29,657	Paving	Poplar Road	Completed	Aug-08 - Aug-08	29,657	-	-	29,657	Reduced GHG
60-2009-668	83,273	Paving	Country Road	Completed	Aug-09 - Aug-09	83,273	-	-	83,273	Reduced GHG
60-2009-669	49,155	Paving	Elizabeth Street	Completed	Aug-09 - Aug-09	49,155	-	-	49,155	Reduced GHG
60-2009-670	195,607	Paving	O'Connell Drive	Completed	Aug-09 - Aug-09	195,607	-	-	195,607	Reduced GHG
60-2009-671	29,821	Paving	Carter Avenue	Completed	Aug-09 - Aug-09	29,821	-	-	29,821	Reduced GHG
60-2009-672	58,986	Paving	Philip Drive	Completed	Aug-09 - Aug-09	58,986	-	-	58,986	Reduced GHG
60-2009-673	9,176	Paving	Wheeler Road	Completed	Aug-09 - Aug-09	9,176	-	-	9,176	Reduced GHG
60-2009-674	13,080	Paving	Atlantic Avenue	Completed	Aug-09 - Aug-09	13,080	-	-	13,080	Reduced GHG
60-2009-675	41,599	Paving	Coronation Street	Completed	Aug-09 - Aug-09	41,599	-	-	41,599	Reduced GHG
60-2009-676	32,145	Paving	Georgetown Road	Completed	Aug-09 - Aug-09	32,145	-	-	32,145	Reduced GHG
60-2009-677	18,351	Paving	Callahan's Road	Completed	Aug-09 - Aug-09	18,351	-	-	18,351	Reduced GHG
60-2009-678	33,738	Paving	Petries Street	Completed	Aug-09 - Aug-09	45,893	-	-	33,738	Reduced GHG
60-2009-679	34,000	ICSP	Corner Brook	Completed	Jan-10 - Dec-12	261,494	-	-	34,000	Capacity Building
60-2009-680	590,000	City Hall Retro fit	City Hall Park Street	Completed	Jan-10 - Dec-12	817,303	-	-	590,000	Reduced GHG
60-2009-72	92,436	Watershed Management Plan	Corner Brook Water Supply	Completed	Jul-07-Jun-09	92,436	-	-	92,436	Capacity Building
60-2010-1206	42,000	District Energy Plan	Park Street	Completed	Jan-11 - Jun-12	498,925	-	-	42,000	Capacity Building
60-2011-1513H	46,000	Paving	Brookfield Avenue	Completed	Aug-11 - Aug-11	46,000	-	-	46,000	Infrastructure Upgrade
60-2011-1513A	29,600	Paving	Caribou Road	Completed	Jul-11 - Jul-11	29,600	-	-	29,600	Reduced GHG
60-2011-1513B	29,400	Paving	Golden Glow Place	Completed	Jul-11 - Jul-11	29,400	-	-	29,400	Reduced GHG
60-2011-1513C	13,000	Paving	Herald Avenue	Completed	Jul-11 - Jul-11	13,000	-	-	13,000	Reduced GHG
60-2011-1513D	78,000	Paving	Maple Valley Road	Completed	Aug-11 - Aug-11	78,000	-	-	78,000	Reduced GHG
60-2011-1513E	69,000	Paving	Petries Street	Completed	Aug-11 - Aug-11	69,000	-	-	69,000	Reduced GHG
60-2011-1513F	57,400	Paving	St. Marks Avenue	Completed	Jul-11 - Jul-11	57,400	-	-	57,400	Reduced GHG
60-2011-1513G	49,600	Paving	University Drive	Completed	Jul-11 - Jul-11	49,600	-	-	49,600	Reduced GHG
60-2011-1513	2,970,459	Road Upgrade	Local Roads & Bridges	Completed	Aug-11 - Aug-11	2,970,459	-	-	2,970,459	Reduced GHG
60-2015-5275	4,194,515	Road Upgrade	Local Roads & Bridges	In Progress	Jul-15	4,194,515	1,066,161	-	3,235,194	Productivity & Economic Growth
60-2019-6743	5,304,956	Road and Asphalt Improvements 2019-2024	Upgrade roads within the City	In Progress	Jun-19	5,304,956	-	-	2,524,521	12 km of improved/resurfaced road
	\$ 15,276,987		<b>Total</b>			16,203,058	1,066,161	-	11,537,230	



**Table A: Other Sources of Funding to Date**  
For the Year Ended December 31, 2020

A Project Title	B Municipal	C Provincial	D Federal	E Other (GST Rebate)	F Total Other Sources	G Program (i.e. MRIF, MCW, etc.) and Project number
60-2008-151 - Road Upgrade	\$ 2,195	\$ -	\$ -	\$ -	\$ 2,195	60-2008-151 ( MCW)
60-2009-678 - Road Upgrade	12,155	-	-	-	12,155	60-2009-678 (MCW)
60-2009-679 - ICSP Development	227,494	-	-	-	227,494	60-2009-679 (MCW)
60-2009-680 - Municipal Building Retrofit	227,303	-	-	-	227,303	60-2009-680 (MCW)
60-2010-1206 - District Energy Plan	-	456,925	-	-	456,925	60-2010-1206
60-2015-5275 - Road Upgrade	1,420,348	749,011	453,203	-	2,622,562	17-SCF-18-00011 (SCF) / MYCW-18-00028 (Capital Works Program)
<b>Total</b>	<b>\$ 1,889,495</b>	<b>\$ 1,205,936</b>	<b>\$ 453,203</b>	<b>\$ -</b>	<b>\$ 3,548,634</b>	

## Asset Management Plan Information

Please answer the following questions:

1. Has your local Government completed an Asset Management Plan?

Yes \_\_\_ No X

- 1a. If no, please provide a brief update on the progress/if any on your Local Government's Asset Management Plan?

The City has an approved Asset Management Policy in place (Policy # 11-09-01). A first draft has been developed for a strategic Asset Management Plan and an asset management oversight committee has been put in place. In 2018, the City began building an Infrastructure Asset Registry for linear assets used in drinking water distribution, sanitary sewer disposal and storm water management. The City also has a street management system (PAVER) that will be incorporated into the AM registry. This registry includes age, condition, location, composition, and replacement value of all related asset classes. At year end, about 50% of the assets owned by the City have been georeferenced by the City.

- 1b. If yes, did you receive funding from other sources to complete the Asset Management Plan? Which source?

2. Has your Local Government completed any training on Asset Management Planning?

Yes X No \_\_\_

- 2a. If yes, what type of training has your Local Government completed?

The City is a member of the Canadian Network of Asset Managers (CNAM) and AIM. Staff members participate in various training and development workshops offered through that network. The City has participated in multiple workshops, seminars and webinars relating to asset management planning and development. The City has one member of the asset management team were awarded with the IPWEA Professional Certificate in Asset Management Planning from the Institute of Public Works Engineering of Australia.

**City of Corner Brook**  
**Notes to Independent Practitioner's Reasonable Assurance Report on Compliance**  
**For the Period January 1, 2020 to December 31, 2020**

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**1. Schedule A Paragraph 5 of the Ultimate Recipient Gas Tax Agreement states:**

"With respect to Contracts, award and manage all Contracts in accordance with their relevant policies and procedures and, if applicable, in accordance with the Newfoundland and Labrador *Public Tender Act*, the Agreement on Internal Trade and applicable International trade agreements, and all other applicable laws."

We have interpreted this requirement to be limited to the specific sections of the Newfoundland and Labrador *Public Procurement Act* which replaced the Public Tender act in March 2018. Specific sections of the *Public Procurement Act* for which compliance was evaluated included sections 10(1)(g) and 11(2). Additionally, specific sections of the related *Public Procurement Regulations* that were evaluated for compliance included 4, 5, 6, 10, 11, 12, 13 and 15.



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Collective Agreement – Canadian Union of Public Employees 706 (CUPE 706)</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments: Agreed changes to CUPE 706 collective agreement listing</b>
<b>Prepared By: Dale Park</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:**

The recently negotiated agreement between the City of Corner Brook and the Canadian Union of Public Employees Local 706 (CUPE 706) is required to be approved by Corner Brook City Council.

**Background:**

The City's previous Collective Agreement with CUPE 706 expired on December 31, 2020. On November 16, 2020, the parties began negotiations on a new collective agreement. Over a course of 8 days at the bargaining table, the City and CUPE 706 reached a tentative agreement on March 25, 2021. CUPE 706 membership voted on the tentative agreement on April 7, 2021 and voted to accept.

This agreement was reached the City using only internal resources at the bargaining table.

Attached is a list of all of the articles that have been amended in the tentative agreement.

The substantive changes that are included in the tentative agreement are:

- Four year agreement from January 1, 2021 to December 31, 2024
- 8% wage increase over 4 years (2%, 2%, 2%, 2%)
- Adjustments to sick leave provisions
- Agreement to review potential flexible work schedule options
- There were also a number of wording clarifications and improvements

Staff are confident that the increased costs as a result of this agreement are within the financial parameters that were set by Council.

**Recommendation:**

It is staff's recommendation to approve the tentative agreement that was negotiated with the CUPE 706.

**Be it RESOLVED that the Council of the City of Corner Brook approve the ratification of the Labour Agreement with the Canadian Union of Public Employees Local 706 for the period ended December 31, 2024.**

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

1. That the Council of the City of Corner Brook approve the ratification of the labour agreement as proposed.
2. That the Council of the City of Corner Brook not approve the ratification of the labour agreement as proposed and attempt to negotiate further.

**Legal Review:****Governance Implications:****Budget/Financial Implications:**

The tentative agreement that was reached was in line with the financial parameters that were set by Council. The impact for 2021 is approximately \$87,000, and was contemplated in the budget.

**Environmental Implications:**

<b>Prepared by:</b> Dale Park
<b>Director:</b> Dale Park
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 6, 2021

**Additional Comments by City Manager:**

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Taxes Receivable Update</b>	
<b>Report Information</b>	
<b>Department: Finance &amp; Admin</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: April 12, 2021</b>

### **Topic: Taxes Receivable Update**

#### **Background:**

The City has been actively working to collect accounts that are outstanding in both business and property tax.

	# Accounts	Balance \$ o/s	# Business Accounts	Balance business \$ o/s	# accounts from prior year	Balance on accounts with balance from prior year
March 31 2020	2,325	\$7,869,989	416	\$2,249,712	744	\$3,656,517
March 31 2021	2,303	\$7,276,502	364	\$1,668,414	752	\$3,974,024

At the end of March 2021 there was a total of \$7,276,502 with 2,303 accounts in comparison to \$7,869,989 outstanding in 2,325 accounts in March 2020. Of these outstanding accounts 364 were business tax accounts totaling \$1,668,414 which compares favorably to 416 accounts for business taxes totaling \$2,249,712 in March 2020.

As the challenges have begun to slow from Covid-19, staff are actively working to collect outstanding accounts. We encourage residents and businesses with outstanding taxes to make arrangements to have those accounts paid in full or to have a payment plan set.

The failure to address any outstanding balance will result in the City taking further collection efforts including water shut offs, rental seizures, tax sales, statement of claim, or other legal action.

We encourage account holders to reach out to the City Collector at 637-1568 or [mwalsh@cornerbrook.com](mailto:mwalsh@cornerbrook.com) with any questions or concerns that they may have.

#### **Objective:**

To provide an update on the City's accounts receivable.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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**Governance Implications:**

**Budget/Financial Implications:**

<b>Prepared by:</b> Alicia Park
<b>Director:</b> Dale Park
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 6, 2021

**Additional Comments by City Manager:**



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Civic Centre Update</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: April 12, 2021</b>

**Topic: *Civic Centre Update***

**Background:** The identification of the UK variant B1.117 in Newfoundland and Labrador with its increased transmissibility and potential for severity of disease; changed the foundation for sport and recreation in the province including its re-introduction.

Announcement(s) by the Chief Medical Officer (CMO) for the Province of Newfoundland and Labrador over the past six to seven weeks significantly impacted the operations and users of the Civic Centre.

Key announcement dates:

- February 10<sup>th</sup> closure of all recreational facilities provincially;
- February 13<sup>th</sup> complete “lockdown” - province moved to Level V;
- March 13<sup>th</sup> Western Region moved to Level III
- March 27<sup>th</sup> the entire province moved to Level II.

**Activity Description and Information:**

As the CMO began reducing the restrictions attributed with levels there were changes to the previously existing guidelines for each Level due to the variant. This required a re-interpretation of the Public Health guidelines at each level.

Staff have worked and continue to work with governing bodies of sport, recreation, other communities and Public Health officials in the creation of new guidelines for the Civic Centre. As an example, previously in level II spectators were permitted to view activities in the arenas; however, under the new level II guidelines – only parents of children requiring assistance to dress are permitted as spectators. This remains an on-going process to ensure compliance with Public Health during this most recent opening phase. Further changes are expected on a regular basis.



## City of Corner Brook Information Report (IR)

Over the past several weeks, the Civic Centre began opening a variety of activities. Key dates are listed below:

- Natural Therapies – March 15 (Level III)
- Walking Track March 18 (Level III)
- Meetings and Training Sessions (Level III)
- FYFC – March 27 (Level II)
- Saltos – March 27 (Level II)
- Studio Opens – March 30 (Level II)
- Kinsmen Arena opens – March 31 (Level II)
- Religious gatherings (church service) – April 2 (Level II)

As anticipated, most groups expressed an interest in returning to sport, recreation, walking and other activities including meetings/training and craft fairs; however, some groups have decided to end their season, such as Corner Brook Minor Hockey and the ladies Volleyball league. The decision by CBMHA to end its season eliminated the possibility for opening both ice surfaces at the Civic Centre and as such, the ice was returned to just the Kinsmen arena.

Demand for recreation for both the Kinsmen and the Studio remain high; as well as interest for meetings and other non-recreational activity. It is expected this trend will continue until late May/early June. As well, the anticipation of vaccines for a majority of the province by the end of June should allow for regular summer programming. Work on summer programming will continue over the next several weeks.

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

**Governance Implications: N/A**

**Budget/Financial Implications: N/A**

**Environmental Implications: N/A**

<b>Prepared by: Willie Smith</b>
<b>Director: Dale Park</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: April 7, 2021</b>

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Recreation Services Update</b>	
<b>Report Information</b>	
<b>Department: Recreation Services</b>	<b>Attachments:</b>
<b>Presented By: Dale Park</b>	<b>Council Meeting Date: April 12<sup>th</sup>, 2021</b>

### **Topic: Recreation Activity Updates**

**Background:** *Re-opening the Civic Centre during the pandemic has been done with a building block approach and as such, Spring will see an expansion of current and additional activities.*

### **Activity Description and Information:**

#### Civic Centre Studio Update

The City's Recreation Department would like everyone to be aware of updates to programming at the Civic Centre and summer planning.

#### Active Tots

Active Tots program is an unstructured physical activity program specifically for children aged 0-5 years. It is a guardian led program that includes age appropriate equipment to help children develop Physical Literacy Skills while socializing. Active Tots will resume on Tuesday April 20<sup>th</sup> and will run on Tuesdays and Thursdays from 9:30-11:00am and is free of charge. Registration is required and can be completed on our website. Participant numbers are limited due to COVID-19 Alert Level Restrictions.

#### Older Adult Fitness with Nora

Older Adult Fitness with Nora Lundrigan will take place on Monday and Wednesdays 10:30-11:30am. This fitness class is geared towards older adults and seniors by using chairs, Pilates bands and balls. Nora is a talented, certified instructor who can accommodate all fitness levels within her class. To register please email [noralundrigan@yahoo.ca](mailto:noralundrigan@yahoo.ca). A \$2.00 fee is required and participant numbers are limited due to COVID-19 Alert Level Restrictions.

#### Summer Employment at Margaret Bowater Park

Recreation Services is currently seeking applications for summer employment at Margaret Bowater Park. These positions include Margaret Bowater Park Events Coordinator, Full-time Lifeguards and Part-time Lifeguards. Details of each position can be found on our website ([www.cornerbrook.com](http://www.cornerbrook.com)). Those interested can send their resumes to



## City of Corner Brook Information Report (IR)

[careers@cornerbrook.com](mailto:careers@cornerbrook.com). Applicants for lifeguarding must possess First Aid/CPR, lifeguarding certification and be 16 years of age by July 1<sup>st</sup> 2021.

### Ribfest

Ribfest is a cross-country barbecue competition that travels city to city to raising money for charity while providing locals and tourists with delicious professionally smoked ribs. The City of Corner Brook is working closely with Ribfest organizers to secure this event for summer. Given all logistics in place, especially COVID-19 regulations, Ribfest is expected to be held September 3<sup>rd</sup>-5<sup>th</sup> 2021 at the Corner Brook Civic Centre parking lot. More information regarding Ribfest will be available on our website and social media later this summer.

### Fred Basha Softball Field

The Fred Basha Softball Field on Wellington Street will undergo infield upgrades in Spring 2021. Recreation, Engineering and Public Works are working closely on developing a mix of material that will provide a safe playing surface for participants. Work is expected to begin as soon as possible and have little to no impact on the softball season.

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

- Please keep an eye to the Corner Brook Civic Centre social media and website for updates and rules associated with each program.
- Due to public health guidelines social distancing and masks are required at all times less a participant is engaged in intense activity. Coaches should wear a mask at all times unless socially distanced from participants. Contact tracing will be completed upon entry.
- Please note that doors will only be open 10 minutes prior to an activity starting.

**Objective:** To provide an update on the recreation department and activities taking place at the Civic Centre.

### **Governance Implications:**

**Budget/Financial Implications:** Programs will be assessed to ensure that there is sufficient activity to offset the incremental costs.

**Environmental Implications:** Changes to be made to how facilities are prepped, operated, cleaned and utilized by user groups and the public. Facilities are expected to be in

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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clean, sanitized condition to reflect the COVID-19 regulations given by the Chief Medical Officer.

<b>Prepared by: Jessica Parsons</b>
<b>Director: Dale Park</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: April 8th 2021</b>



	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Capital Project Committee Updates</b>	
<b>Report Information</b>	
<b>Department: CEDP</b>	<b>Report No: 2021-03</b>
<b>Presented By: Darren Charters</b>	<b>Attachments:</b>
	<b>Meeting Date: 2021-04-12</b>

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

**Corner Brook Regional Recreation Centre-**The Design Build Request for Proposals (RFP) has been released to the three (3) top proponents from the Request for Proposal (RFQ) stage of the project. The RFP is currently scheduled to close on Friday April, 30<sup>th</sup>.

Staff is in the process of engaging an Operational Consultant to assist with the detailed design review of the facility and to assist the Governance Committee in developing an operational model for the new facility.

### **2021 Asphalt Program**

Engineering staff is currently working on the priority program list for 2021. Once staff has finalized the list it will be presented to Council before the tender is released in May.

The program this year will be valued at \$1.7 million.

### **Future Capital Projects**

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

### **Engineering Studies**

- **Steady Brook Water Study.** At the request of the Town, an application has been submitted for funding to complete this study to determine the best alternative to supply Steady Brook with water from Corner Brook. As of yet, there has been no word on funding for the study.
- **Mt. Bernard Sanitary Sewer Study.** A sanitary sewer study is being undertaken to determine what system upgrades are required to accommodate the new hospital. Different scenarios are being modeled by the consultant and it is expected that the study will be completed by mid-May, 2021.

<b>Prepared by: D. Charters</b>
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	<b>City of Corner Brook Information Report (IR)</b>
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<b>Director: D. Charters</b>
<b>City Manager:</b> Rodney Cumby
<b>Date: 2021-04-08</b>

**Additional Comments by City Manager:**



	<p style="text-align: center;"><b>City of Corner Brook</b> <b>Request for Decision (RFD)</b></p>
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<b>Subject Matter: Agreement with Greater Board of Trade – Visitor Information Centre</b>	
<b>Report Information</b>	
<b>Department: Community, Engineering, Development &amp; Planning</b>	<b>Attachments:</b>
<b>Prepared By: Glenda Simms</b>	<b>Council Meeting Date: 2021-04-12</b>

**Issue:** Council approval is required to extend the agreement with the Greater Board of Trade regarding the Visitor Information Centre (VIC).

**Background:** The Greater Board of Trade has been operating the Visitor Information Centre since 2011 and the current agreement expires on April 20th, 2021.

The Previous agreement stated that service commenced on the Friday of the Victoria Day weekend in May each year and continued through to include the Monday of the Labour Day weekend in September each year. The Board agreed to operate a full-service VIC 7 days per week from the hours of 9:00 AM to 9:00 PM in the VIC located at 11 Confederation Drive.

The Greater Board of Trade has applied for students and is responsible for coordinating staffing for the VIC from May to September during each Tourism Season, offering the service to residents and visitors.

The VIC is the only location within the City of Corner Brook that offers a RV dumping station.

**Recommendation:** After reviewing the attached agreement, it is the opinion of staff that extending the agreement with The Greater Board of Trade to operate the Visitor Information Centre from Friday, May 21<sup>st</sup> 2021 to Monday September 6th, 2021 would assist in attracting visitors to the City of Corner Brook's downtown and surrounding areas.

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

**Be it resolved that the Council of the City of Corner Brook** approve the agreement with the Greater Board of Trade to operate the Visitor Information Centre for the 2021 season from May 21st, 2021 to Monday Sept 6th, 2021 at a cost of \$22,000 (HST Inc.).

**Options:**

1. That the Council of the City of Corner Brook approve the agreement with the Greater Board of Trade to operate the Visitor Information Centre for the 2021 season from May 21st, 2021 to Monday Sept 6th, 2021 at a cost of \$22,000 (HST Inc.).



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

2. That the Council of the City of Corner Brook approve the agreement with the Greater Board of Trade to operate the Visitor Information Centre for the 2021 season from May 21st, 2021 to Monday Sept 6th, 2021 at a cost of \$22,000 (HST Inc.).

3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:** Form of agreement prepared by in house council

**Governance Implications:** N/A

**Budget/Financial Implications:** Budget line 2500-68250 - \$22,000.00 HST Included.

**Environmental Implications:** N/A

**Prepared by:** Glenda Simms

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** 08 April 2021

**Additional Comments by City Manager:**

This Agreement made in duplicate dated this \_\_\_ day of \_\_\_\_\_, 2021 at the City of Corner Brook in the Province of Newfoundland and Labrador

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 referred to as "the City")

And **Greater Corner Brook Board of Trade Inc.** (hereinafter referred to as "the Board")

**WHEREAS** the City wishes have a Visitor Information Centre (hereinafter referred to as "VIC") located on Confederation Drive to provide information and to develop and promote tourism activities in the City but does not wish to take on the administrative burden of operating same;

**AND WHEREAS** the Board has, as part of its mandate, the goal of promoting and furthering the development of the tourism industry in Western Newfoundland and Labrador;

**AND WHEREAS** the Board currently occupies the building located on 11 Confederation Drive that has been the site of the VIC since approximately 1986;

**AND WHEREAS** a dispute has arisen between the parties over the ownership and operation of the VIC and the 11 Confederation Drive property;

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

1. The City shall provide an annual grant to the Board in the amount of Twenty Two Thousand dollars (\$22,000.00) per annum subject to the terms and conditions of this Agreement.
2. The annual grant payable pursuant to clause #1 hereof shall be payable in four (4) consecutive, monthly installments of Five Thousand Five Hundred dollars (\$5500.00) payable on the last day of each month from June to September commencing on the thirtieth (30<sup>th</sup>) day of June 2021.

Payments shall be made by cheque addressed to:

**Greater Corner Brook Board of Trade Inc.**  
P.O. Box 475 Corner Brook, NL. A2H 6E6

3. The term of this Agreement shall be one (1) year from May 1, 2021 to April 30<sup>th</sup> 2022 subject to the right of early termination provided for in paragraph 6 hereof.
4. The grant from the City, aforesaid, shall be subject to the Board providing the following services:
  - a. Commencing the Friday of the Victoria Day weekend in May each year and continuing through to include the Monday of the Labour Day weekend in September each year the Board shall operate a full service VIC seven (7) days per week from the hours of 9:00a.m. to 9:00 p.m. in the Visitor Information Centre located at 11 Confederation Drive;
  - b. Commencing the Tuesday following the Labour Day weekend in September each year and continuing through to include the Thursday preceding the Victoria Day weekend in May each year the Board shall provide tourist information from its Board of Trade Office Building located at 11 Confederation Drive five (5) days per week from the hours of 9:00 a.m. to 5:00 p.m. except for statutory holidays, Christmas break, and such other holidays that the Board of Trade Office Building is not open. The tourist information provided includes but is not limited to providing information to individuals who attend the Board of Trade Office Building and mailing out packages on request;
  - c. Erect and maintain appropriate signage, as approved by the City, to inform the public of the location and hours of the VIC;
  - d. Advertise the services of the VIC;
  - e. Provide, hire, and train staff as needed to operate, clean and maintain the VIC;
  - f. Apply for grants to hire summer students;
  - g. Provide all office supplies, materials and equipment needed to successfully operate the VIC. For further clarity and not in any way limiting the generality of the foregoing, the Board shall pay the

postage for all mail outs excepting only any mass distributions to other tourism providers;

- h. Pay all utilities for the VIC including but not limited to heat, lights, internet connection, telephone and facsimile connections;
  - i. Clean and maintain the VIC sites, including but not limited to regular janitorial services and clearing the walkway of ice and snow; and
  - j. Maintain and manage the brochure inventory of the VIC and develop criteria/guidelines for same.
5. The City agrees to be responsible for snowclearing the parking lot around the VIC building, lawnmowing, garbage collection, and maintenance of the dumping station and water towers. All other maintenance and operating costs of the VIC buildings and land surrounding them, including the parking lot, shall be the responsibility of the Board. For greater certainty, the Board shall be responsible for all maintenance and operating costs of the space in the VIC buildings used as the VIC and the office space used by staff persons for the VIC and the City shall have no other responsibility for maintenance and operating costs other than postage for mass distribution to another tourism provider and as specifically provided for in this paragraph.
  6. Either party may terminate this Agreement by providing the other party with at least six (6) months written notice. Neither party shall be entitled to any payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
  7. Neither entering into of this Agreement nor any action or step taken pursuant hereto shall constitute an acknowledgement by the City that the Board has a valid lease in respect of the VIC building or land on which it is located or any right of ownership, use or occupation of said VIC building or land. **The** Board acknowledges that the City is entering into this Agreement on a without prejudice basis and that the entering into of this Agreement does not amount to a waiver of any right or claim which the City may have now or in future to the said VIC building or land. For greater clarification, the Board maintains its claims and legal right of ownership and lease arrangements and/or acknowledgments of the said property and neither the entering into of this Agreement nor any action or step taken pursuant hereto shall constitute an acknowledgement of relinquishing such ownership and lease arrangements in respect of the VIC building or

land on which it is located or any right of ownership, use or occupation of said VIC building or land.

8. The Board shall provide the City on an annual basis, within one hundred and twenty (120) days after its fiscal year end, a copy of its financial statements for the most recently ended fiscal year.
9. Any notice, document or other communication required or permitted to be given hereunder shall be sufficiently given if delivered or sent by prepaid registered mail or hand delivered as follows:

To the City at:            Corner Brook City Council  
                                   c/o City Manager  
                                   5 Park Street  
                                   P.O. Box 1080  
                                   Corner Brook, **NL** A2H 6E1

To the Board at:        Greater Corner Brook Board of Trade Inc.  
                                   c/o President  
                                   11 Confederation Drive  
                                   P.O. Box 475  
                                   Corner Brook, **NL** A2H 6E6

Each of the parties shall be entitled to specify a different address by giving notice in writing in accordance with the terms hereof. Any such notice, if mailed, shall be deemed to have been given on the fifth (5th) business day following mailing.

10. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither this Agreement nor any variation or modification of this Agreement or waiver of any terms or provisions hereof shall be deemed valid and binding unless in writing and signed by an Officer of the Parties. Failure by either party to enforce any terms hereof shall not be deemed a waiver of future enforcement of that, or any other term.
11. The Board agrees that in performance of its services under this agreement neither the Board nor any person employed by or acting as agent for the Board shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Board and its employees and agents shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City of Corner Brook or Corner Brook City Council.
12. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (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) or with respect to any loss of or damage to property arising out of any act or omission of the Board its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Board shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

13. The Board shall, at all times during occupancy of the Premises, at its own expense maintain in force insurance coverage with respect to the Visitor Information Centre and the Board of Trade office building and their contents and comprehensive public liability insurance pertaining to the Visitor Information Centre and the Board of Trade office building, and shall provide the City with certificates of a policy or policies of an insurance company or companies for :

- a. Liability insurance for bodily injury and death with a limit of not less than Two Million (\$2,000,000.00) dollars; and
- b. Property insurance sufficient to cover the replacement cost and contents of the Premises.

Every policy or policies of insurance maintained by the Board shall name the City an insured and provide for cross-liability coverage. A certificate of such coverage (s) shall be furnished to the City on signing, thereafter annually on the anniversary of signing this agreement, and at such other times as required by the City within five (5) days of request of the City.

14. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.
15. This Agreement constitutes the entire agreement between the parties and supersede all previous agreements, arrangements, communications or understandings, written or oral, relative to the services unless specifically incorporated herein.
16. Clauses #11 and # 12 of this Agreement shall survive the termination or expiration of this Agreement.
17. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

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

SIGNED SEALED AND DELIVERED by  
The Board in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President/Director

SIGNED SEALED AND DELIVERED by  
The City in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor or Deputy

\_\_\_\_\_  
Witness

\_\_\_\_\_  
City Clerk or City Manager



	<p style="text-align: center;"><b>City of Corner Brook</b> <b>Request for Decision (RFD)</b></p>
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<b>Subject Matter: RFD 2021-01 Pavement Markings</b>	
<b>Report Information</b>	
<b>Department: Public Works, Water and Wastewater</b>	<b>Attachments:</b>
<b>Prepared By: D. Burden</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:** The current contract for pavement markings has expired.

**Background:** Public Works, Water, and Wastewater issued a tender for the installation of pavement markings for a period of three years. The tender closed on April 9, 2021, and all compliant bids are listed below (HST included):

Provincial Pavement Markings Inc.                      \$65,147.50 annually

**Proposed Resolution:** Be it **RESOLVED** that Corner Brook City Council award the three-year contract for the installation of pavement markings to Provincial Pavement Markings Inc. for the annual amount of \$65,147.50 (HST included).

**Recommendation:** It is the recommendation of staff to award the three-year contract for the installation of pavement markings to Provincial Pavement Markings Inc. for the annual amount of \$65,147.50 (HST included).

**Options:**

1. Accept staff's recommendation to award the pavement marking contract.
2. Reject staff's recommendation to award the pavement marking contract.

**Legal Review:** *Legal was not required*

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

**Budget/Financial Implications:** \$60,000 budgeted for 2021 for line painting contractor.

**Environmental Implications:** There are no environmental implications.

	<p style="text-align: center;"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Prepared by:</b> D. Burden
<b>Director:</b> D. Burden
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 9, 2021

**Additional Comments by City Manager:**

## Notice of Motion

### Recreational Vehicles Regulation, 2019

In accordance with Section 39 of the City of Corner Brook Act, a notice of motion is required for the amendment, repeal and passing of bylaws/regulations of the City of Corner Brook.

Whereas sections 201 and 202 of the City of Corner Brook Act authorize Council to make regulations:

- Prohibiting or controlling the operation of recreational vehicles not licenced under the Highway Traffic Act on public roads and bridges;

And further, Section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 authorize Council to make regulations:

- Permitting the driving of vehicles or a class of vehicles along or across a highway or part of a highway in a municipality;

Notice is hereby given that at the Public Council Meeting on April \_\_\_\_, 2021, the following motion will be brought forward for consideration:

**Pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Recreational Vehicles Regulation 2019, by:**

- 1) adding a revised Section 5 that authorizes the director to provide permits to residents to access the designated routes and trails from their homes;**
- 2) extending dates of operation by 45 days;**
- 3) a revised Schedule A that adds Lundrigan Drive to the designated routes and bans portions of some busy streets;**
- 4) a new schedule B that outlines a cost of ATV permits;**
- 5) a new schedule C that addresses the penalties and fines for regulation non-compliance.**



## CITY OF CORNER BROOK RECREATIONAL VEHICLES REGULATION 2019

**Pursuant** to the provision of section 10 Motorized Snow Vehicles and All-Terrain Vehicles Act, R.S.N.L 1990 c. M-20 and sections 201 and 202 of the City of Corner Brook Act, R.S.N.L. 1990 c. C-15 and all other powers it enabling the Corner Brook City Council in a session convened on the 27th day of May, 2019, hereby passes and enacts the following regulations:

### Title

1. These Regulations may be cited as the City of Corner Brook Recreational Vehicles Regulation 2019.

### Definitions

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

operation over snow covered land and ice; such a vehicle is not permitted to be operated on City highways;

- j. “Motorized Snow Vehicles and All-Terrain Vehicles Act” means the Newfoundland and Labrador Motorized Snow Vehicles and All-Terrain Vehicles Act, RSNL 1990 Chapter M-20;
- k. “Public pathway” means any pathway or trail assumed under the ownership of the City of Corner Brook or maintained under the jurisdiction of the City of Corner Brook;

### **Designated Routes**

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

### **Prohibited Routes**

- 4. Except as set out in Schedule A, no person shall use or permit to be used, an all-terrain vehicle on a highway or public pathway within the City unless:
  - a. a permit has been obtained from the Director as per Section 5 of this regulation; and
  - b. the person/s adheres to any or all additional conditions and restrictions set out by the Council or Director or City Manager.

### **Permit to Deviate from the Designated Routes**

- 5. Persons can request to the Director to obtain a permit to travel on an undesignated roadway/s to access a designated route or trail system entrance. The Director or their designate may issue such a permit provided that the driver:
  - a. is qualified as per the Rules of Operation set forth in Section 7 of this regulation;
  - b. abides by the Rules of the Road as per Section 8 of this regulation;
  - c. can travel on an appropriate route and follows that route as defined on their permit;
  - d. abides by all conditions and or restrictions as defined on their permit;

- e. pays the permit fee/s as per schedule B;
- f. Immediately presents the permit upon request from an enforcement officer.

### **Snowmobiles**

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

### **Rules of Operation**

- 7. No person shall operate an all-terrain vehicle upon a City highway unless:
  - a. that person travels upon the designated route or permitted route as outlined in Section 3 and Section 4 of these regulations;
  - b. the vehicle and its driver operate in accordance to the *Motorized Snow Vehicles and All-Terrain Vehicles Act* ;
  - c. that person is at least 16 years of age and the holder of a class of driver's licence issued under the *Highway Traffic Act*;
  - d. that person or the vehicle being driven carries a liability insurance policy and proof thereof can be readily produced when requested by an enforcement officer;
  - e. the all-terrain vehicle is equipped with an exhaust system that is of the original equipment manufacturer and has not been modified to increase sound. The exhaust system must be in working order and in constant operation to prevent excessive or unusual noise;
  - f. the all-terrain vehicle must not ever exceed any posted speed limit and further shall be operated at a rate of speed not greater than 40 kilometres per hour on highways and not greater than 20 kilometres per hour on trails or pathways;
  - g. the driver of an all-terrain vehicle at all times yields the right of way to drivers of all other classes of motor vehicles on a highway.

### **Rules of the Road**

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

### **Times of Operation**

9. No person shall operate an all-terrain vehicle in accordance with this bylaw before ~~June 1<sup>st</sup>~~ May 01<sup>st</sup> or after ~~October 31<sup>st</sup>~~ November 15<sup>th</sup> of any year.
10. No person shall operate an all-terrain vehicle within the City and upon its highways earlier than 7 A.M. and no later 10 P.M.

### **Signage**

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

### **Penalty**

12. A person who contravenes or fails to comply with these regulations is guilty of an offence and where no penalty is otherwise prescribed for such offence in the *Motorized Snow Vehicles and All-Terrain Vehicles Act RSNL Ch.M-20* and, *Highway Traffic Act RSNL 1990 ch. H-3* or any other Provincial Statutes or Regulations, is liable on summary conviction to a fine or to a period of imprisonment or both in accordance with section 438 of the City of Corner Brook Act RSNL 1990 Ch. C-15, as amended.

### **Exemption**

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

### **Interpretation**

14. These Regulations include the Schedules attached to them, and the Schedules are hereby declared to form part of these Regulations.



15. If a court of competent jurisdiction should declare any section or part of a section of these Regulations to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the Regulations and it is hereby declared that the remainder of the Regulations shall be valid and shall remain in force..

### **Coming into Force and Repeal**

16. These regulations shall come into force as of the date enacted by Council and the City of Corner Brook Recreational Vehicles Regulations April 5, 2008 is hereby repealed upon the coming into force of these Regulations.

**IN WITNESS WHEREOF** this Regulation is sealed with the Common Seal of The Corner Brook City Council and subscribed by and on behalf of Council by Jim Parsons, Mayor and Marina Redmond, City Clerk, at the City of Corner Brook, this \_\_\_\_ day of May, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Published by The Western Star –

First Reading –

Second Reading –

## Schedule “A”

### Permitted All-Terrain Vehicle Routes

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

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

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

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

The following highways are not permitted to be operated upon at any time by All-Terrain vehicles:

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

## Schedule "B"

## Permit and Fees

## Sample Permit:

## Front

<b>2021 ATV PERMIT # 001</b>
<b>Driver/s</b> John Doe Jill Doe
<b>Permitted Route</b> Shamrock Crescent to Rose Street to Sunnyslope Drive to Lundrigan Drive and return.
<b>Restrictions</b>
<b>Make / Model</b> 2018 Polaris RZ800
<b>Registration Plate No.</b> <div style="font-size: 2em; font-weight: bold; text-align: center;">VAB 123</div>

## Back

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

Permit Fee/s:

Driver and All-Terrain Vehicle	\$25.00
Per addition driver	\$10.00
Replacement of a lost permit	\$15.00

### Schedule "C"

#### Penalties and Fines

Further to the provisions set out in Section 12 of this regulation, a person who contravenes these regulations may be issued a ticket summons by an enforcement officer. The amount of the penalty or fine shall be as listed.

Section	Description of Offense	1 <sup>st</sup> Offence	2 <sup>nd</sup> Offence	3 <sup>rd</sup> Offence
3.	Operation of a two-wheeled motorized vehicle on a Designated Route or trail.	\$100.00	\$300.00	\$900.00
7. a.	Operation of an All-Terrain Vehicle on an undesignated City street and without valid permit.	\$100.00	\$300.00	\$900.00
7. c.	Person operating All-Terrain Vehicle on a City street without a valid class of driver's licence.	\$100.00	\$300.00	\$900.00
7. e.	Operation of an All-Terrain Vehicle on a City street that is equipped with a exhaust system that is not original manufactured equipment and or is modified to increase noise.	\$100.00	\$300.00	\$900.00
7.f.	Operation of an all-terrain Vehicle on a City street or trail at a speed greater than 40 km or 20 km respectively or as otherwise posted, whichever is lesser.	\$100.00	\$300.00	\$900.00
7.g.	Failure of all-terrain Vehicle to yield right of way to other class of motor vehicle on a City street.	\$100.00	\$300.00	\$900.00
9.	Operation of an all-terrain vehicle on a City street outside the designated dates as per this regulation.	\$100.00	\$300.00	\$900.00
10.	Operation of an all-terrain vehicle on a City street outside the designated times as per by this regulation.	\$100.00	\$300.00	\$900.00
11.	Failure of an all-terrain vehicle to obey a posted sign.	\$100.00	\$300.00	\$900.00

Where an enforcement officer has reasonable and probable grounds to believe that the alleged offender will continue an offence as outlined in these regulations, the officer can

impound the offending vehicle until such time the matter is further disposed of by the court. The offender will be reasonable for all impound cost.





# All-Terrain Vehicle Program

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## 2021 Survey Findings and Recommendations

**Butt, Ryan**

**4/6/2021**

This document reviews the survey that was conducted during February 2021. The survey results and findings will inform the City on how it should proceed for the 2021 ATV Season.

In February of 2021, the City of Corner Brook launched a survey to examine the impact of its ATV Road-Access program for residents and businesses in 2019 and 2020. The purpose of the survey was to measure positive and negative impacts of the program for residents and businesses, which can further define its direction for 2021. The survey also targeted visitors to gauge their reactions to being allowed on City streets with the side-by-sides. We thank residents, visitors and of course business owners for their input.

**Acting on the findings:** On April 12th, a Notice of Motion will be presented that will recommend changes the Recreational Vehicle Regulation 2019 that will include:

- The addition of Lundrigan Drive to the list of designated streets;
- Adding a fee-for-permit to travel on undesignated streets to access the designated routes, (i.e. Sunnyslope residents who wish to do so can apply for a permit to access trails off Lundrigan Drive);
- Extending the season by 45 days.

Other program enhancements will include:

- The City of Corner Brook will increase enforcement on its designated streets throughout including, but not limited to, some enforcement exercises on select days.
- Traffic calming measures in the Curling area to reduce nuisance speeding;
- A schedule of fines and penalties for regulation non-compliance.

After the notice of motion, the City of Corner Brook will again seek input from residents about these proposed changes.

**What we heard:** The survey was hosted on the City of Corner Brook website and advertised multiple times during the month and a half it was active. It was covered by multiple local media outlets throughout this time. We had 487 total respondents.

Some common themes stood out:

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

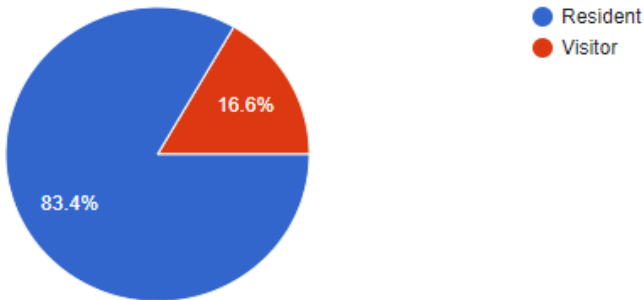


– Of the negative reactions, most felt that the program could use better enforcement measures in order to mitigate unlawful or nuisance riders. While a few disparaged the program and said it should stop, most said they would support the program with improvements to regulation and enforcement.

**396 (83.4%) of the respondents are residents.**

Are you a resident of Corner Brook or a visitor to Corner Brook?

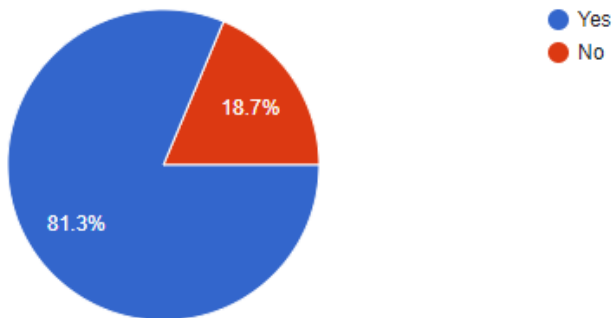
487 responses



**396 (81.3%) are ATV users, leaving 91 (18.7%) non-users.**

Are you an ATV User?

487 responses



**80 (16.4%) classified themselves as visitors.**

Of the 80 (16.4%) who classified themselves as visitors, 23 are from outside the province.

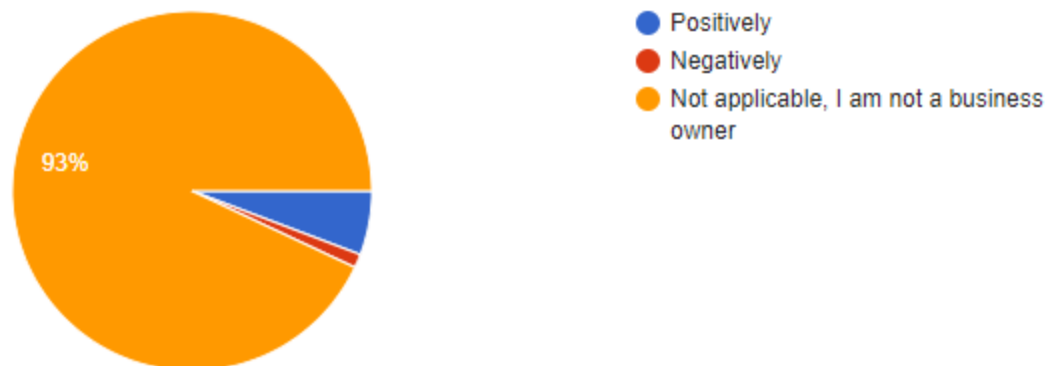
Visitors from outside the province say the access makes cross-island travel much easier. For example, this response: *"Forward thinking, allowing tourists like me access to your wonderful businesses. In the past there was a lot of anxiety trying to stay near Corner Brook and then doing the snowmobile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

**34 (6.9%) of the respondents are business owners.**

Of these 34 (6.9%) of the respondents who are business owners, 6 have said the ATV program negatively affected their business.

For business owners, how did the ATV program impact your business?

487 responses



We had 28 text responses from business owners about the impacts on their business.

Two of these are negative: *"Customers complained about ATVs on the road , not following rules."* And *"Tourists and locals have said that they don't like the ATV activity around town and around my business. Most are appalled that Corner Brook is promoting this activity. It isn't progressive."*

The positive responses from business owners include but are not limited to:

- “I own an automotive repair shop on Maple Valley but was able to help ATV users with minor repairs so they could continue their journey. Small amount of revenue but this just started. More importantly, opportunity to meet other people from other communities, cities or provinces.”
- “Easier trail access. Our ATV rental & tour guests can now leave from our front door – no trailering needed.”
- “Purchased gas, convince store items. Mill Road Circle K”
- “Increased Sales”
- “Brought more customers in during non-peak days and hours.”

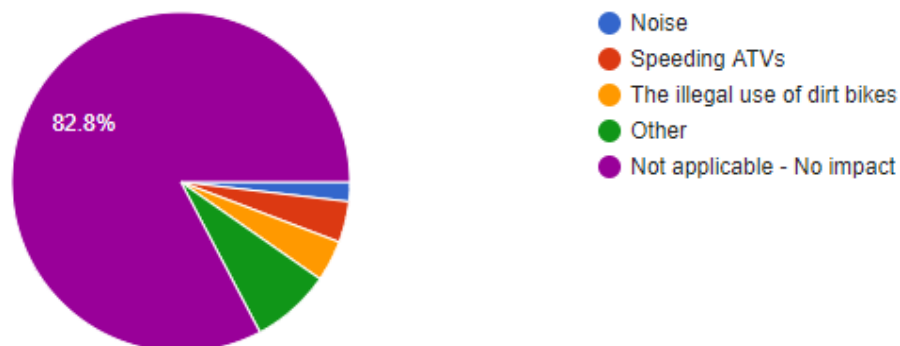
Increased access for repairs was addressed more than once. There were some business owners who said it didn’t impact them either way.

#### For residents:

84 (17.2%) of respondents said the program affected them negatively. 9 cited noise, 19 identified speeding ATVs, 19 said illegal use of dirtbikes, and 37 selected “other”.

For residents: If the ATV program impacted you negatively, what negatively impacted you?

487 responses



The “other” respondents refer to common themes. These concerns are shared among some text responses from those who identify themselves as ATV-positive and supportive of the program.

They include:

- ATVs not following the rules of the road.
- A lack of enforcement.
- Noise outside of the designated times.
- No signal light requirements on ATVs.

57 (11.7%) respondents say they would support the ATV program with changes. Some ideas include better education, more enforcement more signage. 42 (8.6%) say they would not support the ATV program with changes.

Some positive feedback includes:

- *“I can use it more. My 85 year old mother in law road for the first time last year because we could leave right from her house”*
- *“Access to gas stations.”*
- *“Better access to Fuel , grocery stores, and dry goods used when traveling to my cabin, hunting and for recreation.”*
- *“The program is great for the city it brings people into city and in return brings business.”*
- *“I think it’s wonderful. Was worried at first that there would be people taking advantage in a bad way, but was pleasantly surprised to see how smooth the integration was!”*
- *“I work at a atv dealer we had a few traveling across the island that had troubles with their atv. made it much easier for those people”*

### **Opening more of the City**

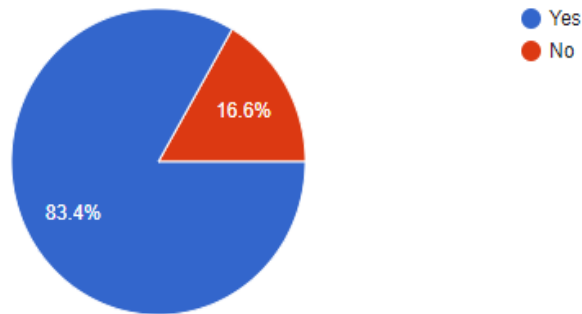
Not everyone responded to the opening of different parts of town, but the feedback was overwhelmingly positive for all regions with each hovering around 89%, except for townsite: 85% (370 out of 432 responses).

### **Permitting**

406 (83.4%) respondents support a permitting fee for un-designated roads. Nearly half of them wanted this for under \$25 (47.6%), and 38% wanted it to be between \$25-\$50.

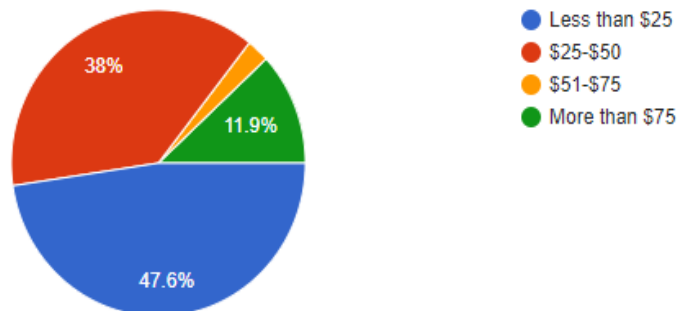
We are considering a permit system for residents where they could access the designated routes from their homes in un-designated areas. Would you support such a system?

487 responses



If implemented, the new permitting system will require administration and permit tag costs. How much would you be willing to pay for a permit?

487 responses

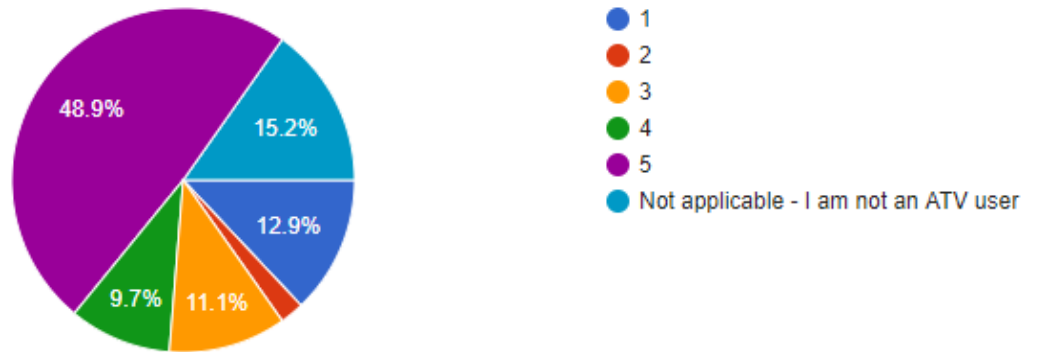


### Northshore Highway:

While the City of Corner Brook does not control Provincial highways, we asked participants about their thoughts on access to Hughes' Brook. During the 2020 season we received a lot of requests asking for access to be granted. With the numbers provided by this survey we will continue a dialogue with The Province to see what options are available for trail access via this route.


During the 2020 season, participants asked us about access to trails in Hughes' Brook via The North Shore Highway (Rt 440). This is a provincial road, and ATV operation is not approved according to the Highway Traffic Act. For ATV users, how important would you say access to Hughes' Brook trails network is to you? 5 is high and 1 is low.

487 responses



Once again we would like to thank you for your participation in this survey, and we look forward to further feedback on the proposed amendments. Once the notice of motion is before council, Mr. Flynn will be available for feedback at [tflynn@cornerbrook.com](mailto:tflynn@cornerbrook.com) or via phone at 709-637-1570.

<b>Prepared by: Ryan Butt</b>
<b>Director: Todd Flynn</b>
<b>City Manager: Rodney Cumby</b>
<b>Date: April 6, 2021</b>

	<p align="center"><b>City of Corner Brook Information Report (IR)</b></p>
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<b>Subject Matter: Council Meeting Schedule 2021</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments:</b>
<b>Prepared By: Jessica Smith, Legislative Assistant</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:** To provide Council with the meeting schedule for April to September 2021 for approval.

**Background:** City Council meetings typically take place bi-weekly on the 1<sup>st</sup> and 3<sup>rd</sup> Monday evening of the month. Council meetings will be in the form of a Regular Meeting and a Committee of the Whole Meeting, both of which are public meetings. The proposed Council Meeting schedule for April to September 2021 is as follows:

Meeting Type	Date
Committee of the Whole	April 12, 2021
Regular Meeting	April 26, 2021
Committee of the Whole Meeting	May 10, 2021
Regular Meeting	May 31, 2021
Committee of the Whole Meeting	June 14, 2021
Regular Meeting	June 28, 2021
Committee of the Whole	July 12, 2021
Regular Meeting	July 26, 2021
Committee of the Whole	August 2, 2021
Regular Meeting	August 10, 2021
Committee of the Whole	August 24, 2021
Regular Meeting	September 13, 2021
Regular Meeting	September 27, 2021

**Recommendation:** Approve the April–September 2021 Meeting Schedule as presented. Changes to the schedule are subject to consultation with Council.

**Options:**

1. That Council approve the January–April 2021 Schedule as presented. A confirmed schedule will allow for improved communication to staff, the public and the media.

	<p style="text-align: center;"><b>City of Corner Brook Information Report (IR)</b></p>
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2. That Council make amendments to the schedule as presented. It is important that amendments to the schedule be confirmed as soon as possible to allow for adequate time to prepare staff reports for meetings.

**Legal Review:** Not required.

**Governance Implications:** Section 31 of the City of Corner Brook Act requires that Council meet at least once a month for the dispatch of general business.

**Budget/Financial Implications:** n/a

**Environmental Implications:** n/a.

<b>Prepared by:</b> Jessica Smith, Legislative Assistant
<b>Supervisor:</b> Marina Redmond, City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> March 31, 2021



	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Subject Matter: Municipal Election 2021</b>	
<b>Report Information</b>	
<b>Department: City Manager</b>	<b>Attachments: Election Report - April 2021</b>
<b>Prepared By: City Clerk</b>	<b>Council Meeting Date: April 12, 2021</b>

**Issue:** To bring forward items requiring Council approval as stipulated in the Municipal Election Act. The specific item are as follows:

- Appointment of Alternate Returning Officer- Vote By Mail Regulation
- Notice of Motion

**Background:** *The Municipal Election Act, 2001 (The Act)* provides that Council must make decisions on several matters related to the holding of a municipal election. These include:

- Appointment of Alternate Returning Officer
- Vote By Mail Regulation – Notice of Motion

#### **Vote By Mail Regulation -Notice of Motion**

At the March 1, 2021 Council Meeting Council passed a motion to approve Vote by Mail as an alternate voting option for the 2021 municipal election. Pursuant to Section 54 of the Municipal Election Act ***Vote by Mail Regulations*** have been drafted and are attached hereto. As required by legislation a Notice of Motion is being brought forward a follows:

***In accordance with Section 39 of the City of Corner Brook Act, RSNL 1990, C-16, TAKE NOTICE that, I will, at the next meeting of Council, move to adopt Vote by Mail Regulations as attached hereto.***

#### **Alternate Returning Officer**

The Municipal Election Act designates the Clerk as the Returning Officer for municipal general elections and requires the appointment of an Alternate Returning Officer to perform the duties of the returning officer in the event the returning officer cannot perform those duties. It is recommended to appoint the Legislative Assistant as the Alternate Returning Office for the 2021 Municipal Election.

**Proposed Resolution:** It is RESOLVED to appoint the Legislative Assistant as the Alternate Returning officer for the 2021 municipal election.

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

1. Council approve appointment of the Legislative Assistant as the Alternate Returning Officer for the 2021 municipal election.
2. Council reject recommendation and appoint another individual as Alternate Returning Officer.
3. Council direct staff to gather more information and that information be presented to Council.

**Legal Review:** *n/a*

**Governance Implications:** Section 13(2), Municipal Election Act

**Budget/Financial Implications:** na

**Environmental Implications:** *n/a*

<b>Prepared by:</b> City Clerk
<b>City Manager:</b> Rodney Cumby
<b>Date:</b> April 8, 2021

**Additional Comments by City Manager:**

## CITY OF CORNER BROOK MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS

Pursuant to the powers vested in it under the *Municipal Elections Act, SNL 2001, c. M-20.2* as amended and all other enabling powers, the Corner Brook City Council hereby adopts and enacts the following MUNICIPAL ELECTION VOTE BY MAIL REGULATIONS:

### TITLE

1. These Regulations may be cited as the *City of Corner Brook Municipal Elections Vote by Mail Regulations*.
2. All words where not otherwise defined by their context herein have the meaning as set out in the Municipal Elections Act.

### RULES

3. The Returning Officer shall design and implement an information program within a four to six month timeframe prior to Election Day.
4. The Returning Officer shall:
  - a. Appoint in writing such election officials as may be required to conduct the municipal election, as per section 12(a) of the Municipal Elections Act, Stats. NF 2001, c. M-20.2;
  - b. Establish and maintain a secure vault into which the Return Envelopes and the Ballot Envelopes shall be place until the time specified for the counting of ballots;
  - c. Establish and maintain until 8:00 p.m. on Election Day a minimum of one site for the deposit of Return Envelopes and Ballot Envelopes;
  - d. Establish and maintain an Elections Office for corrections and additions to or deletions from the Voter's List;
5. The Returning Officer shall provide, in addition to the site required in section [4\(c\)](#) additional polling stations for the deposit of Return Envelopes and Ballot Envelopes. Such additional sites shall be accessible only between 8:00 a.m. and 8:00 p.m. on Election Day and shall be supervised by elections officials as determined by the Returning Officer
6. Notwithstanding the foregoing, the Returning Officer, may, with prior Ministerial approval, vary the procedures from time to time as they deem appropriate to ensure the efficiency and integrity of the municipal election.

7. Persons appointed by the Returning Officer as election officials shall carry out their duties as specified in the Municipal Election Act and outlined in this regulation
8. A Voter's Kit shall be mailed to each eligible voter who registers to receive one after the close of the nomination period and shall contain the following:
  - a. Voting Instruction Sheet;
  - b. Voter Declaration Form;
  - c. Ballot;
  - d. Return Envelope;
  - e. Ballot Envelope; and
  - f. Such further enclosures as the Returning Officer may deem necessary or appropriate.
9. Each voter has the responsibility of completing their mail in ballot in accordance with all applicable legislation and returning it to the Returning Officer [as stipulated in Section 19\(e\)](#) of this regulation. **Hand Delivery of Vote by Mail ballots will not be accepted at City Hall on Election Day.**
10. [Section 34](#) of the Municipal Elections Act, Stats. NF 2001, c. M-20.2 shall have no application to a municipal election in the City of Corner Brook.
11. The City of Corner Brook shall enter into any/all contracts necessary to conduct the election in accordance with this regulation, including but not limited to, the Canada Post Corporation.
12. Any person who contravenes this Regulation shall be guilty of an offence and liable upon conviction to a penalty as per section 99 and 100 of the *Municipal Elections Act*, SNL2001, c. M-20.2

## APPLICATION PROCESS

13. A voter who desires to vote by mail shall apply to the Returning Officer during City Hall Business Hours.
14. Eligible voters not included on the Voters List can be sworn in and receive their Voter Kit at Corner Brook City Hall or other designated facility, 9 am – 4 pm, Monday to Friday, up to the day immediately preceding election day upon completing the “oath or affirmation of voter” form and providing the necessary identification. On election day eligible voter not on the voter' list will have to be sworn in at their designated polling station. In the event a voter is sworn in at a polling station, the completed application forms will be held by the Returning Officer or Deputy Returning Officer or a designated election official.
15. Upon receiving the voter's application, for a mail in ballot the returning officer shall note the date of approval and mail a kit to the voter

## **PROVIDING BALLOTS TO VOTERS**

16. The returning officer may authorize the use of blank ballots if, in his/her opinion, the expected delivery date of printed ballots will adversely affect the ability of voters to vote by mail.
17. The blank ballot form pursuant to Section 15 of this bylaw is set out in Schedule “A” appended hereto and forming a part of this bylaw.
18. A ballot kit shall consist of:
  - a. The ballots to which the voter is entitled
  - b. A ballot envelope,
  - c. A return envelope, bearing the words “IMPORTANT: Election Ballot enclosed” on the face and back of the envelope
  - d. Voting Instructions Form and Voting Declaration Form
  - e. A list of candidates who are seeking election if a blank ballot is used.
  - f. Any further enclosures the Returning Officer may deem necessary or appropriate

## **RECEIVING BALLOTS FROM VOTERS**

19. Voters are required to:
  - a. insert marked ballots into the ballot envelope;
  - b. seal the ballot envelope and insert it into the Return Envelope
  - c. sign the voter declaration form; detach it from the Voting Instruction Form and then insert it in the front of the Return Envelope so that the address of the Returning Officer is visible in the Return Envelope window.
  - d. seal the return envelope; and
  - e. ensure delivery of the return envelope to the returning officer in its original form with all required contents, as stipulated above, by election day via one of the following methods
    - regular mail, registered mail, courier,
    - via Drop Box located outside City Hall 24 hours a day during the election period,
    - in person up to one day prior to Election Day, or
    - at a polling station on Election Day.

**Hand delivery of ballot kits to the Returning Officer will not be accepted on Election Day.**

20. The returning officer shall ensure there is a ballot box which shall contain only mail-in ballots from the time ballots are received until the close of polls on Election Day.
21. Upon receipt of a Return Envelope containing voter's ballot on or before the close of poll on Election Day, the returning officer shall:
  - a. ensure the voter declaration form is signed by the voter;
  - b. record the date on which the envelope was received; and
  - c. deposit the ballot envelope in a ballot box.
22. Ballots received after the close of polls on Election Day:
  - a. are deemed to be spoiled;
  - b. will remain unopened in the ballot envelope; and
  - c. are retained in the manner prescribed in sections 57 of [the Act](#).
23. The returning officer shall designate at least one deputy returning officer who will receive mail-in ballots prior to the close of polls on Election Day.
24. Prior to the close of polls on Election Day, the following materials shall be delivered to the returning officer or deputy returning officer designated pursuant to Section 23 of this bylaw or the returning :
  - a. the ballot box containing all ballots received by mail;
  - b. the application kits from all voters who applied for a mail-in ballot; and
  - c. any vote by mail ballots received after the above materials have been delivered to the returning officer or deputy returning officer.

#### **OBJECTION BY CANDIDATES**

25. On Election Day, any candidate or candidate's agent may examine the application package filed by a person who applied for a mail-in ballot. Authorized agents are subject to the following rules:
  - a. agents will conduct themselves in a professional manner.
  - b. agents will remain silent and not interfere with the activities of election workers.
  - c. agents will address all questions to the Returning Officer or Deputy Returning Officer and will comply with their directions.
  - d. agents will be provided with an access pass and must wear it all times while in the polling station or in the counting area.
  - e. agents may not handle any ballots or election materials.
  - f. agents must acknowledge, in writing, their agreement to observe the above noted rules.
  - g. Failure to observe the above stated rules shall result in the agent being removed from the polling station and/or counting area.

26. A candidate or candidate's agent retains the right to object to a person's entitlement to vote if that person votes by mail
27. On the objection of a candidate or an agent to the entitlement of a person voting by mail, the returning officer shall make necessary entries in the poll book consistent with section [41.1](#) of the Act.

### **COUNTING BALLOTS**

28. The areas designated as counting areas on Election Day shall be closed to all personnel other than those necessary for the conduct of the count of ballots. Security personnel shall be posted at each counting area to ensure restricted entry and secrecy of the results is maintained until 8 pm on Election Day. Election staff will be sequestered in the counting areas on Election Day from the commencement of the count until all ballots have been counted.
29. The returning officer or deputy returning officer shall open the mail-in ballot box in the presence of persons authorized to be in the polling place pursuant to Section 36 of the [Act](#).
30. [The](#) returning officer or deputy returning officer shall examine each voter declaration form in the ballot box and shall allow each other person in attendance at the polling place to view the voter's certification on the voter declaration form.
  - a. The returning officer or deputy returning officer shall reject a ballot envelope if the signature of the voter is missing on the voter declaration form
  - b. If the voter declaration form is accepted, the deputy returning officer shall extract the ballot envelope and examine it for any tears or unauthorized markings.
  - c. If the ballot envelope:
    - i. contains any tears or unauthorized markings, the deputy returning officer has the discretion to reject the ballot security envelope; or
    - ii. is accepted by the deputy returning officer, he or she shall deposit the ballot envelope into a container or another ballot box.
  - d. after all ballot envelopes have been dealt with pursuant to clause (c), the returning officer or deputy returning officer shall then extract the ballots from the ballot security envelopes and proceed to count the ballots in accordance with **Sections 51** of the Act.
31. The returning officer or deputy returning officer shall deem **spoiled** those ballots which were sent to voters by the returning officer and subsequently were not returned to the returning officer prior to the close of polls on Election Day and shall, pursuant to Section 50(2) of the [Act](#), reference this fact in the report of the

count of the votes. Additionally upon receipt of a ballot described in [Section 22](#) of this bylaw, the returning officer shall:

- a. write “deemed spoiled” on the return envelope;
- b. record the date said ballot came into his or her possession;
- c. initial the entry; and
- d. retain it with, but not in, the ballot box described in Section 57 of the Act, unless the said ballot can be deposited in the ballot box without unsealing the ballot box.

32. The mail-in ballots and any forms used in conjunction with voting by mail, including the voter declaration form opened by the deputy returning officer pursuant to Section 24 of this bylaw are placed in packets in the same manner as other ballots pursuant to Section 57 of the Act.

### COMING INTO EFFECT

33. This Bylaw shall come into force and take effect on the date of final passing.



## SCHEDULE A

### BLANK BALLOT (TEMPLATE)

Face of Ballot, Office of Mayor

<p>Special Ballot – for the Office of MAYOR City of Corner Brook</p>		
<input type="checkbox"/>	CANDIDATE “A”	<input type="checkbox"/>
<input type="checkbox"/>	CANDIDATE “B”	<input type="checkbox"/>
<input type="checkbox"/>	CANDIDATE “C”	<input type="checkbox"/>
<p>INSTRUCTIONS TO VOTE</p> <p>Vote by marking an ”X” in the square to the right Of the candidate of your choice Maximum – 1 (ONE) Candidate</p>		

Face of Ballot, Office of Councillor

<p>Special Ballot – for the Office of COUNCILLOR City of Corner Brook</p>		
<input type="checkbox"/>	CANDIDATE “A”	<input type="checkbox"/>
<input type="checkbox"/>	CANDIDATE “B”	<input type="checkbox"/>
<input type="checkbox"/>	CANDIDATE “C”	<input type="checkbox"/>
<p>INSTRUCTIONS TO VOTE</p> <p>Vote by marking an ”X” in the square to the right Of the candidate of your choice Maximum – 6 (SIX) Candidate(s)</p>		

Back of Ballot

	<p>Printers Name and Address</p>
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