



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on **November 9, 2020** at **7:00 p.m. Council Chambers, City Hall.**

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

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CITY CLERK

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**1 CALL MEETING TO ORDER**

**2 APPROVALS**

2.1 Approval of Agenda

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2.2 Approval of Minutes - Regular Meeting October 5, 2020

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2.3 Confirmation of Minutes

**3 BUSINESS ARISING FROM MINUTES**

3.1 Business Arising From Minutes

**4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/**

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4.1 Proclamations

**5 TENDERS**

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5.1 Traffic Signal Improvements at West St./ Main St. Change Order No. 4

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5.2 O'Connell Drive at Woodman's Avenue Culvert Replacement - Change Order No. 1

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5.3 O'Connell Drive at Woodman's Avenue Culvert Replacement - Amendment No. 2

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5.4 Supply of Phosphates for Corrosion Control

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5.5 Expression of Interest - Assessment Review Commissioner

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59 - 62	6.1	Discretionary Use- 14 Wheelers Rd - Home Base Office
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	<b>9</b>	<b>REPORTS</b>
81	9.1	City Manager Report
	<b>10</b>	<b>ADJOURNMENT</b>

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
VIDEO CONFERENCE  
MONDAY, 5 OCTOBER, 2020 AT 7:00 PM**

**PRESENT:**

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

Absent with regrets: Councillor T. Buckle

**20-134      Approval of Agenda**

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

**20-135      Approval of Minutes - Regular Council Meeting 21 September 2020**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the minutes of the Regular Council Meeting of September 21, 2020 as presented. **MOTION CARRIED.**

**20-136      Business Arising From Minutes**

Councillor L. Chaisson inquired about the construction of the Roundabout and it was reported that construction is scheduled to begin October 6, 2020.

**20-137      Proclamations (Orange Shirt Day, Breast Feeding Week and Fire Prevention Week)**

Mayor Jim Parsons announced that the following proclamations were signed and recognized:

- **September 30, 2020 - Orange Shirt Day**
- **October 1st - 7th, 2020 - World Breastfeeding Week**
- **October 4th - 10th, 2020 - Fire Prevention Week**
- **October 15, 2020 - Credit Union Day**

**20-138      Seniors of Distinction Awards 2020**

Deputy Mayor Bill Griffin announced that local resident, Doris Butt was awarded the Seniors of Distinction Award for her outstanding community service and volunteer work.

**20-139      World Council on City Data- Platinum Certification**

Mayor Parsons announced that a certification ceremony took place earlier this evening. The World Council on Data virtually presented the City of Corner Brook with WCCD ISO 37120 Platinum Certification.

**20-140      Corner Brook Regional Recreation Centre- Owner's Advisor Contract**  
On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to award the Owner's Advisory Services contract related to the development of the Corner Brook Regional Recreation Centre to SNC Lavalin/DSRA Architects for the estimated cost of \$524,524.78 (HST included). **MOTION CARRIED.**

**20-141      RFP - Audit Services**  
On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to appoint BDO Canada LLP as the City of Corner Brook auditor for the five year period starting with the 2020 audit. **MOTION CARRIED.**

**20-142      Live Fire Training Facility**  
On motion by Councillor J. Carey, seconded by Councillor L. Chaisson, it is **RESOLVED** to approve that the Director of Protective Services proceed with the construction of the modular Live Fire Training structure for the Corner Brook Fire Department. **Deputy Mayor B. Griffin voted against the motion. MOTION CARRIED.**

**20-143      Civic Centre Update**  
Councillor L. Chaisson presented the schedule for the re-opening of the following Civic Centre programs:

- both ice surfaces are now operating;
- figure skating has started;
- minor hockey started on September 28th, 2020
- Speed Skating will start on October 13th;
- Broomball will start on October 19th;
- Volleyball Tournaments will occur on October 3rd;
- Regular gymnasium programming will start on October 5th;
- Walking track will be opening on October 18th (limited hours, details to come).

**20-144      Election of Deputy Mayor**  
Mayor Jim Parsons received nominations for election of Deputy Mayor for the 2020-2021 year.

Councillor B. Staeben nominated Bill Griffin. There were no further nominations.

Bill Griffin was nominated Deputy Mayor by acclamation.



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ADJOURNMENT

The meeting adjourned at 7:40 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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**Subject Matter: Ratification of Decisions**

**Report Information**

**Department: City Manager**

**Attachments:**

**Prepared By: Jessica Smith, Legislative Assistant**

**Council Meeting Date: November 9, 2020**

**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."

**Council in Committee Meeting – September 28, 2020**

**It is RESOLVED to ratify minute CC20-063 – Approval of Agenda:**

*It is **RESOLVED** to approve the agenda as circulated*

**It is RESOLVED to ratify minute CC20-065 – Combined Sewer Separation Phase 3:**

*It is **RESOLVED** to approve the change order between the City of Corner Brook and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3 in the amount of \$198,720.09 (HST Included).*

**It is RESOLVED to ratify minute CC20-066 – Purchase and Sale Agreement – Birchy Cove Road:**

*It is **RESOLVED** to approve execution of the Purchase and Sale Agreement attached to the agenda between the City of Corner Brook and the owner of 2 Birchy Cove Road for land located on Birchy Cove Road.*


**Council in Committee Meeting – October 22, 2020**

**It is RESOLVED to ratify minute CC20-067 – Approval of Agenda:**

*It is **RESOLVED** to approve the agenda as circulated.*

**It is RESOLVED to ratify minute CC20-069 – IAFF Local 1222 – Contract Negotiations:**

*It is **RESOLVED** to approve the ratification of the Labour Agreement with the International Association of Fire Fighters Local 1222 for the period ending December 31, 2020.*

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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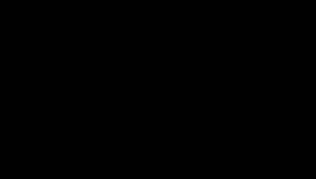
<p align="center"><b>Council in Committee Meeting – November 3, 2020</b></p>
<p><b>It is RESOLVED to ratify minute CC20-070 – Approval of Agenda:</b></p>
<p><i>It is <b>RESOLVED</b> to approve the agenda as circulated.</i></p>
<p><b>It is RESOLVED to ratify minute CC20-074 – Investing in Canada Infrastructure:</b></p>
<p><i>It is <b>RESOLVED</b> to authorize staff to submit the following projects for the 2020-2021 Investing in Canada Infrastructure Program funding in priority order:</i></p> <ol style="list-style-type: none"> <li><i>1. Curling Reservoir</i></li> <li><i>2. Third Avenue Water and Sewer</i></li> <li><i>3. Petries Street - Phase 1 - Water and Sewer Replacement Phase 1</i></li> <li><i>4. Reid Street Reconstruction</i></li> <li><i>5. Humber Road Reconstruction</i></li> </ol>

**Legal Review:** n/a


**Governance Implications:** Motions approved in a privileged meeting must be ratified in a public meeting of Council to become valid. Section 41 (3) of the City of Corner Brook Act

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

**Environmental Implications:** N/A

<p><b>Prepared by:</b> Jessica Smith, Legislative Assistant</p>		
<p><b>Supervisor:</b> Marina Redmond, City Clerk</p>		
<p><b>City Manager:</b> Rodney Cumby</p>		
<p><b>Date:</b> Nov 3, 2020</p>		

**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: Proclamations</b>
<b>Prepared By: Jessica Smith</b>	<b>Council Meeting Date: November 9, 2020</b>

**Topic: *Proclamations/Events***

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

- **November 1<sup>st</sup> – 11<sup>th</sup>, 2020** is declared as **REMEMBRANCE PERIOD** in the City of Corner Brook as requested by the Royal Canadian Legion.

<b>Prepared by: Jessica Smith, Legislative Assistant</b>	
<b>Supervisor:</b> Marina Redmond, City Clerk	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b> November 3, 2020	







# The Royal Canadian Legion

## Poppy/Remembrance Proclamation



*Whereas* the purposes and objects of the Legion, as contained in the "ACT TO INCORPORATE", the Royal Canadian Legion, Chapter 84 of the Statutes of Canada 1948, as amended by Chapter 86 of the Statutes of Canada 1951; Chapter 72 of the Statutes of Canada 1959; Chapter 83 of the Statutes of Canada 1961; Chapter 112 of the Statutes of Canada 1975; Chapter 47 of the Statutes of Canada 1977 - 1978 and by the Statutes of Canada 1980 - 1981, include:

- e) perpetuate the memory and deeds of the fallen and those who die in the future;
- f) to promote and care for memorials to their valour and sacrifice... to keep an annual Memorial Day, to preserve the records and memorials of their service and to see that such service shall not be forgotten by the nation;
- g) to educate public opinion regarding national duties to the dead;
- h) to foster loyalty among the public and educations in the principles of patriotism, duty and unstinted public service; AND

*Whereas* every person who has been initiated into membership in the Royal Canadian Legion has sworn to uphold and advance the aims and objectives of the Legion; AND

*Whereas* the Provincial Poppy/Remembrance Committee has recommended that the observance of a "REMEMBRANCE PERIOD" immediately prior to November 11<sup>th</sup> would do a great deal to encourage greater interests on the part of the public; AND

*Whereas* by decree of caucus, the Government of Newfoundland & Labrador fully support the Legion's efforts to promote Remembrance by flying the Legion's "Flag of Remembrance" from November 1<sup>st</sup> to the 11<sup>th</sup> November each year;

*Know Ye* that we, by and with the approval of the Provincial Command of The Royal Canadian Legion do designate the eleven days commencing November 1<sup>st</sup> and ending November 11<sup>th</sup> as:

### *"Remembrance Period"*

And we do recommend to all loyal members of The Royal Canadian Legion and to all other citizens of the Province of Newfoundland Labrador:

1. Remembrance Period is a time for each one of us to reflect and recall to mind the sacrifices made by our Veterans to ensure the peace we now enjoy.
2. The Poppy is the symbol of Remembrance, Peace and Hope for the future.

Dated at Comer Brook

This 30<sup>th</sup> day of October

Two thousand twenty









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

**Subject Matter: Traffic Signal Improvements at Main St. and West St.**

**Report Information**

**Department: Community, Engineering,  
Development & Planning**

**Attachments: Change Order 4**

**Prepared By: Jim Warford**

**Council Meeting Date: November 9,  
2020**

**Issue:** This is a balancing change order to cover final quantities as constructed. The primary source of change was additional asphalt, which was increased from the contract quantity to reduce the number of surface joints and repair areas of distress. A detailed breakdown of the balanced quantities is attached.

**Background:** Upgrades were required to improve safety and bring the traffic systems up to current national standards. This project is a Phase 1 of an overall traffic signal improvement program and has been underway since early spring of this year. Due to the extensiveness of the traffic control system upgrades at one of Corner Brook's intersections at West Street and Main Street, extra quantities were required to complete the project.

**Recommendation:** Approve the contract Change Order No. 4 between the Owner (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) for the Traffic Signal Improvements at Main Street and West Street for an increase in Contract for \$25,981.82 (HST Included).

**Be it resolved that the Council of the City of Corner Brook** approve the contract Change Order No. 4 between the Owner (City of Corner Brook) and Contractor (West Coast Excavating and Equipment Co. Ltd.) for the Traffic Signal Improvements at Main Street and West Street for an increase in Contract for \$25,981.82 (HST Included).

**Options:**


1. That the Council of the City of Corner Brook execute the change order for West Coast Excavating and Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the change order for West Coast Excavating and Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:** NA

**Governance Implications:**

**Budget/Financial Implications: 17-SCF-17-00024**

**Budget: \$202,528.00**

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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**Contract Price: \$263,177.50**

**Environmental Implications:** NA

<b>Prepared by:</b> Jim Warford	[Redacted]	
<b>Director:</b> Darren Charters		
<b>City Manager:</b> Rodney Cumby		
<b>Date:</b> October 15, 2020		

**Additional Comments by City Manager:**

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2020

Traffic Signal Improvements at  
**PROJECT NAME:** Main St and West St      **DMAE PROJECT NO:** 17-SCF-17-00024

**CONTRACTOR:** West Coast Excavating and Equipment Co. Ltd.

**CHANGE ORDER NUMBER:** 4      **DATE:** September 15, 2020

**.1**      NOTICE

A change to the Contract is contemplated as indicated herein.

**.2**      PROCEDURE

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

**.3**      DESCRIPTION OF CHANGE

This is a balancing change order to cover final quantities as constructed. The primary source of change was additional asphalt, which was increased from the contract quantity to reduce the number of surface joints and repair areas of distress. A detailed breakdown of the balanced quantities is attached.

**.4**      EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

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

WORKING DAYS: \_\_\_\_\_ REVISED COMPLETION DATE: \_\_\_\_\_

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

( ) No Change

(✓) Addition to Contract including GST payable by the Owner      \$ 25,981.82

( ) Deduction from Contract including GST payable by the Owner \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_  
(Signature)

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form 5

March 2020

Authorized Contract Amount	\$ 263,177.50
Previous Change Orders	\$ (6,497.50)
This Change Order	\$ 25,981.82
New Approved Contract Amount	\$ <b>282,661.82</b>

**.5 AUTHORIZATION TO PROCEED**

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

DATE: Sep 15/20 CONSULTANT: \_\_\_\_\_  
 DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_ REGIONAL ENG \_\_\_\_\_

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

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

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

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2020

Traffic Signal Improvements at

**PROJECT NAME:** Main St and West St      **DMAE PROJECT NO:** 17-SCF-17-00024

**CONTRACTOR:** West Coast Excavating and Equipment Co. Ltd.

**CHANGE ORDER NUMBER:** 4      **DATE:** September 15, 2020

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

This is a balancing change order to cover final quantities as constructed. The primary source of change was additional asphalt, which was increased from the contract quantity to reduce the number of surface joints and repair areas of distress. A detailed breakdown of the balanced quantities is attached.

.4 EFFECT OF CHANGE ON CONTRACT

This change order will/will NOT affect the approved completion date (circle correct statement).

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

WORKING DAYS: \_\_\_\_\_ REVISED COMPLETION DATE: \_\_\_\_\_

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

( ) No Change

(✓) Addition to Contract including GST payable by the Owner \$ 25,981.82

( ) Deduction from Contract including GST payable by the Owner \$ \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

(Signature)

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form 5

March 2020

Authorized Contract Amount	\$ 263,177.50
Previous Change Orders	\$ (6,497.50)
This Change Order	\$ 25,981.82
New Approved Contract Amount	\$ <b>282,661.82</b>

**.5 AUTHORIZATION TO PROCEED**

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

DATE: Sep 15/20 CONSULTANT: [REDACTED]  
 DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_ REGIONAL ENGINEER: \_\_\_\_\_  
 (Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

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

**PROJECT: TRAFFIC SIGNAL IMPROVEMENTS AT MAIN STREET/WEST STREET**

**JOB #: 17-SCF-17-00024**

**Balancing Change Order**

SECTION	DESCRIPTION	UNITS	TENDER QUANTITY	West Coast Excavating & Equipment Company Ltd.		Claimed Quantities		Balancing Change Order	
				UNIT PRICE	TENDER TOTAL	CLAIMED QUANTITY	TOTAL	Quantity Change	Price Change
	<b>DIVISION #1</b>								
01010	MOBILIZATION & DEMOBILIZATION (Not more than 5%)	LS	UNIT	\$7,400.00	\$7,400.00	\$7,400.00	\$7,400.00	0.00	\$0.00
01570	TRAFFIC REGULATIONS Flagperson's Wages	HOURL	400.00	\$25.00	\$10,000.00	480.00	\$12,000.00	80.00	\$2,000.00
	<b>DIVISION #2</b>								
02070	SITWORK, DEMOLITION & REMOVAL OF STRUCTURES								
	Removal and Salvage Brick Pavers	M <sup>2</sup>	30.00	\$40.00	\$1,200.00	40.42	\$1,616.80	10.42	\$416.80
	Removal of Concrete Curb	M	50.00	\$20.00	\$1,000.00	53.58	\$1,071.60	3.58	\$71.60
	Removal of Traffic Signals and Pole Bases	LUMP SUM	1.00	\$4,900.00	\$4,900.00	1.00	\$4,900.00	0.00	
02104	LANDSCAPING, SEEDING AND TREE PRESERVATION								
	Hydraulic Seeding & Mulching	M <sup>2</sup>	20.00	\$20.00	\$400.00	7.06	\$141.20	-12.94	(\$258.80)
	Supply & Placing Topsoil	M <sup>2</sup>	20.00	\$20.00	\$400.00	7.06	\$141.20	-12.94	(\$258.80)
2233	SELECTED GRANULAR BASE AND SUB BASE MATERIALS								
	Class "A" Granular Base	M <sup>3</sup>	20.00	\$65.00	\$1,300.00	28.83	\$1,873.95	8.83	\$573.95
	Class "B Granular Sub-Base	M <sup>3</sup>	10.00	\$100.00	\$1,000.00	17.01	\$1,701.00	7.01	\$701.00
02528	CONCRETE WALK, CURB & GUTTERS								
	Concrete Walks (100 mm Thick)	M <sup>2</sup>	40.00	\$220.00	\$8,800.00	42.34	\$9,314.80	2.34	\$514.80
	Brick Pavers	M <sup>2</sup>	20.00	\$250.00	\$5,000.00	16.39	\$4,097.50	-3.61	(\$902.50)
	Concrete Curb	M	50.00	\$93.00	\$4,650.00	54.93	\$5,108.49	4.93	\$458.49
	Tactile Walking Surface Indicators (610x610mm plate)	EACH	12.00	\$300.00	\$3,600.00	12.00	\$3,600.00	0.00	
02574	RESHAPING AND PATCHING ASPHALT PAVEMENT								
	Removal of Asphalt Pavement	M <sup>2</sup>	100.00	\$25.00	\$2,500.00	157.39	\$3,934.75	57.39	\$1,434.75
	Patching of Asphalt Pavement (up to 100mm thick)	M <sup>2</sup>	120.00	\$130.00	\$15,600.00	264.92	\$34,439.60	144.92	\$18,839.60
	Cutting of Asphalt Pavement	M	190.00	\$10.00	\$1,900.00	156.60	\$1,566.00	-33.40	(\$334.00)
	Cold Planing	M <sup>2</sup>	120.00	\$40.00	\$4,800.00	167.65	\$6,706.00	47.65	\$1,906.00
02580	PAVEMENT MARKINGS								
	Pavement Markings	LUMP SUM	1.00	\$3,100.00	\$3,100.00	1.00	\$3,100.00	0.00	
03300	CAST-IN-PLACE CONCRETE								
	Replacement of Decorative Stone Wall	M <sup>2</sup>	3.00	\$1,900.00	\$5,700.00	1.41	\$2,679.00	-1.59	(\$3,021.00)



PROJECT: TRAFFIC SIGNAL IMPROVEMENTS AT MAIN STREET/WEST STREET

JOB #: 17-SCF-17-00024

Balancing Change Order

			TENDER	West Coast Excavating & Equipment Company Ltd.		Claimed Quantities		Balancing Change Order		
SECTION	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TENDER TOTAL	CLAIMED QUANTITY	TOTAL	Quantity Change	Price Change	
16540	SUPPLEMENTAL ITEMS									
	TRAFFIC SIGNAL INFRASTRUCTURE									
	Traffic Pole Bases, Loop Detectors, and Conduits									
	Concrete Traffic Pole Bases (600 mm dia.)	EACH	4.00	\$3,500.00	\$14,000.00	4.00	\$14,000.00	0.00		
	Concrete Traffic Pole Bases (760 mm dia.)	EACH	1.00	\$4,400.00	\$4,400.00	1.00	\$4,400.00	0.00		
	Decorative Light Pole Relocation	EACH	1.00	\$3,200.00	\$3,200.00	1.00	\$3,200.00	0.00		
	Preformed Loop Detectors (Per Pair of 2000x2000mm Loops)	EACH	4.00	\$2,100.00	\$8,400.00	4.00	\$8,400.00	0.00		
	Traffic Light Conduit	M	80.00	\$100.00	\$8,000.00	84.51	\$8,451.00	4.51	\$451.00	
	Supply and Install Traffic and Light Poles									
	5.5m Traffic Pole	EACH	4.00	\$5,600.00	\$22,400.00	4.00	\$22,400.00	0.00		
	4.0m Mast Arm	EACH	3.00	\$3,400.00	\$10,200.00	3.00	\$10,200.00	0.00		
	6.0m Mast Arm	EACH	1.00	\$3,900.00	\$3,900.00	1.00	\$3,900.00	0.00		
	Traffic Control Equipment									
	Supply Traffic Controller and Cabinet	EACH	1.00	\$45,000.00	\$45,000.00	1.00	\$45,000.00	0.00		
	Supply Arm Mounted Signal Heads 3-Section Heads	EACH	4.00	\$2,250.00	\$9,000.00	4.00	\$9,000.00	0.00		
	Supply Pole Mounted Signal Heads 3-Section Heads	EACH	2.00	\$3,150.00	\$6,300.00	2.00	\$6,300.00	0.00		
	Pedestrian Head and Assemblies	EACH	6.00	\$1,200.00	\$7,200.00	6.00	\$7,200.00	0.00		
	Pedestrian Push Buttons (Intelli-Cross)	EACH	6.00	\$600.00	\$3,600.00	6.00	\$3,600.00	0.00		
	Change Order # 1	EACH								
	Change Order # 2	EACH					1.00	(\$1,000.00)		
	Change Order # 3	EACH					1.00	(\$4,650.00)		





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

**Subject Matter: O'Connell Drive Woodman's Avenue Culvert Replacement 2020-10**

**Report Information**

**Department: Community, Engineering,  
Development & Planning**

**Attachments: Change Order No. 1**

**Prepared By: Jim Warford**

**Council Meeting Date: November 9, 2020**

**Issue:** As per SGC 2.0 for liability of excess engineering costs, the awarded contract value is reduced by \$30,260.00 + HST or \$34,799.00 to cover 34 days of inspection time at \$690/day + HST and 80 hours of contract administration at \$85/hr + HST.

**Background:** The bottom of the existing culvert is rusted out and water is traveling under the pipe. Lack of an adequate headwall at the culvert entrance reduces flow capacity and results in erosion around the pipe entrance. There is a risk of pipe failure therefore replacement is a priority.

**Recommendation:** Approve Change Order no. 1 between the Owner (City of Corner Brook) and the Contractor (West Coast Excavating and Equipment Ltd.) for a decrease in the Contract price of -\$34,799.00 HST Included.


**Be it resolved that the Council of the City of Corner Brook** Approve Change Order no. 1 between the Owner (City of Corner Brook) and the Contractor (West Coast Excavating and Equipment Ltd.) for a decrease in the Contract price of -\$34,799.00 HST Included.

**Options:**

1. That the Council of the City of Corner Brook execute the change order for West Coast Excavating and Equipment Co. Ltd.
2. That the Council of the City of Corner Brook not execute the change order for West Coast Excavating and Equipment Co. Ltd.
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:**

**Budget/Financial Implications:** 17-MYCW-18-00020 Construction Est. \$1,087,994.30

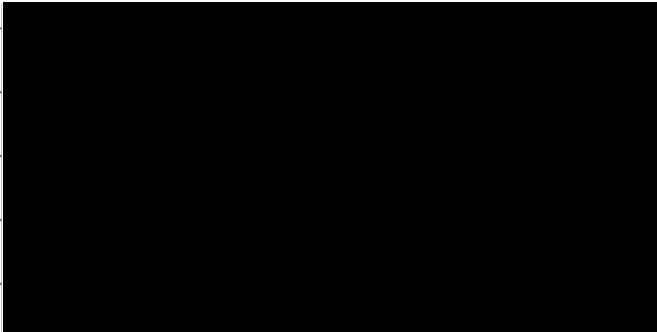
	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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**Prepared by:** Jim Warford

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** October 28, 2020



**Additional Comments by City Manager:**

**Dept. of Municipal Affairs and Environment**  
**Municipal Water Sewer & Roads Specification**  
**CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2020

**PROJECT NAME:** City of Corner Brook **DMAE PROJECT NO:** 17-MYCW-18-00020  
 Woodman's Avenue Culvert Replacement

**CONTRACTOR:** West Coast Excavating

**CHANGE ORDER NUMBER:** 1 **DATE:** October 21, 2020

**.1** NOTICE

A change to the Contract is contemplated as indicated herein.

**.2** PROCEDURE

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

**.3** DESCRIPTION OF CHANGE

As per SGC 2.0 for liability of excess engineering costs, the awarded contract value is reduced by \$30,260.00 + HST or \$34,799.00 to cover 34 days of inspection time at \$690/day + HST and 80 hours of contract administration at \$85/hr + HST.

**.4** EFFECT OF CHANGE ON CONTRACT

This change order will ~~will NOT~~ affect the approved completion date (circle correct statement).

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

WORKING DAYS: 34 REVISED COMPLETION DATE: October 21, 2020

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

( ) No Change

( ) Addition to Contract including GST payable by the Owner \$ \_\_\_\_\_

(✓) Deduction from Contract including GST payable by the Owner \$ 34,799.00

CONTRACTOR: \_\_\_\_\_  
 (Signature)

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2

Form 5

March 2020

Authorized Contract Amount	\$ 862,439.05
Previous Change Orders	\$
This Change Order	- \$ 34,799.00
New Approved Contract Amount	\$ 827,640.05

**.5 AUTHORIZATION TO PROCEED**

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

DATE: Oct. 21/20 CONSULTANT: \_\_\_\_\_  
 DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_ REGIONAL ENGINEER: \_\_\_\_\_  
 (Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

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

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 1 of 2

Form 5

March 2020

**PROJECT NAME:** City of Corner Brook **DMAE PROJECT NO:** 17-MYCW-18-00020  
Woodman's Avenue Culvert Replacement

**CONTRACTOR:** West Coast Excavating

**CHANGE ORDER NUMBER:** 1 **DATE:** October 21, 2020

**.1** NOTICE

A change to the Contract is contemplated as indicated herein.

**.2** PROCEDURE

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

**.3** DESCRIPTION OF CHANGE

As per SGC 2.0 for liability of excess engineering costs, the awarded contract value is reduced by \$30,260.00 + HST or \$34,799.00 to cover 34 days of inspection time at \$690/day + HST and 80 hours of contract administration at \$85/hr + HST.

**.4** EFFECT OF CHANGE ON CONTRACT

This change order will ~~will~~ NOT affect the approved completion date (circle correct statement).

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

WORKING DAYS: 34 REVISED COMPLETION DATE: October 21, 2020

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

( ) No Change

( ) Addition to Contract including GST payable by the Owner \$                     

(✓) Deduction from Contract including GST payable by the Owner \$ 34,799.00

CONTRACTOR: \_\_\_\_\_  
(Signature)

**Dept. of Municipal Affairs and Environment  
Municipal Water Sewer & Roads Specification  
CONTRACT CHANGE ORDER NOTICE**

Page 2 of 2


Form 5

March 2020

Authorized Contract Amount	\$ 862,439.05
Previous Change Orders	\$
This Change Order	- \$ 34,799.00
New Approved Contract Amount	\$ 827,640.05

**.5 AUTHORIZATION TO PROCEED**

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

DATE: Oct. 21/20 CONSULTANT:   
 DATE: \_\_\_\_\_ OWNER: \_\_\_\_\_  
 DATE: \_\_\_\_\_ REGIONAL ENGINEER: \_\_\_\_\_  
 (Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ CONSULTANT: \_\_\_\_\_

**.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES**

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





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

**Subject Matter: O'Connell Drive Woodman's Avenue Culvert Replacement 2020-10**

**Report Information**

**Department: Community, Engineering,  
Development & Planning**

**Attachments: Amendment No. 2**

**Prepared By: Jim Warford**

**Council Meeting Date: November 9, 2020**

**Issue:** Additional engineering fees are inspection, expenses and contract administration over project completion time in the amount of \$30,260.00 + HST (\$34,799.00), this has been deducted from the Contractor Change order No. 1.

**Background:** The bottom of the existing culvert is rusted out and water is traveling under the pipe. Lack of an adequate headwall at the culvert entrance reduces flow capacity and results in erosion around the pipe entrance. There is a risk of pipe failure therefore replacement is a priority.

**Recommendation:** Approve Amendment No. 2 between the Owner (City of Corner Brook) and the Consultant (Anderson Engineering) for the O'Connell Drive at Woodman's Avenue Culvert Replacement for an increase in the Prime Consultant Agreement of \$34,799.00 HST Included.

**Be it resolved that the Council of the City of Corner Brook** Approve Amendment No. 2 between the Owner (City of Corner Brook) and the Consultant (Anderson Engineering) for the O'Connell Drive at Woodman's Avenue Culvert Replacement for an increase in the Prime Consultant Agreement of \$34,799.00 HST Included.

**Options:**

1. That the Council of the City of Corner Brook execute the amendment for Anderson Engineering.
2. That the Council of the City of Corner Brook not execute the amendment for Anderson Engineering.
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:**

**Budget/Financial Implications:** 17-MYCW-18-00020 Construction Est. \$1,087,994.30



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

**Prepared by:** Jim Warford

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** October 28, 2020

**Additional Comments by City Manager:**



Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Page 1 of 2

Form #5A

March 2020

City of Corner Brook

PROJECT NAME: Woodman's Avenue Culvert Replacement DMAE PROJECT No.: 17-MYCW-18-00020CHANGE ORDER NUMBER: 2 DATE: October 21, 2020

Anderson Engineering Consultants Ltd.

**.1 NOTICE**

A change to the Contract is contemplated as indicated herein.

**.2 PROCEDURE**

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copy of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineer's Signature. Work shall not proceed until the written authorization is received.

**.3 DESCRIPTION OF CHANGE**

Additional engineering fees are Inspection, expenses and contract administration over project completion time in the amount of \$30,260.00 + HST or \$34,799.00.

**.4 EFFECT OF CHANGE ON CONTRACT**

This change order (will) will Not) affect the approved completion date (Circle correct statement).

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

WORKING DAYS: 34 REVISED COMPLETION DATE: October 21, 2020

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

☐ No Change

☒ Addition to Contract including GST payable by the Owner \$ 34,799.00

☐ Deduction from Contract including GST payable by                      or \$                     

CONSULTANT: 7

(Signature)

Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Page 2 of 2

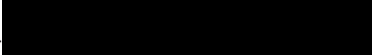
Form #5A

March 2020

Authorized Contract Amount	\$ 80,017.00
Previous Change Orders	\$ 1,610.00
This Change Order	\$ 34,799.00
New Approved Contract Amount	\$ 116,426.00

.5 AUTHORIZATION TO PROCEED

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

DATE: \_\_\_\_\_ Municipality/Owner:   
DATE: \_\_\_\_\_ Regional Engineer: \_\_\_\_\_  
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: \_\_\_\_\_ Municipality/Owner: \_\_\_\_\_

.7 ENCLOSED DOCUMENTS

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix "A" or "B" identified below. (This information is necessary for Project Representatives to update MSIS.)

"Appendix A" – Water, Sewer, and Municipal Roads

"Appendix B" – Building & Treatment Facilities

- 3) Any additional supporting documentation as necessary.

Note: upon Regional Engineer approval the document will be forwarded to Project Representative for processing in MSIS at which time a copy of the documents containing the Regional Engineer's signature will be returned to the Consultant for distribution to all applicable parties.

Include Appendix "A" and "B" Below

Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Page 1 of 2

Form #5A

March 2020

City of Corner Brook

PROJECT NAME: Woodman's Avenue Culvert Replacement DMAE PROJECT No.: 17-MYCW-18-00020

CHANGE ORDER NUMBER: 2 DATE: October 21, 2020

Anderson Engineering Consultants Ltd.

.1 NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

The Consultant shall stipulate the effect of the contemplated change of the contract amount in Item 4 below. Where the change increases the amount of the contract, a complete cost breakdown will be returned with each copy of the document. The Consultant shall return a signed copy of this document along with a revised Schedule II and III as per Item 7 below to the Regional Engineer for review and approval. Should it be decided to proceed with the work, an approved copy will be returned to the Consultant with Regional Engineer's Signature. Work shall not proceed until the written authorization is received.

.3 DESCRIPTION OF CHANGE

Additional engineering fees are inspection, expenses and contract administration over project completion time in the amount of \$30,260.00 + HST or \$34,799.00.

.4 EFFECT OF CHANGE ON CONTRACT

This change order (will / will Not) affect the approved completion date (Circle correct statement).

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

WORKING DAYS: 34 REVISED COMPLETION DATE: October 21, 2020

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

( ) No Change

☒ Addition to Contract including GST payable by the Owner \$ 34,799.00

( ) Deduction from Contract including GST payable by the Owner \$                     

CONSULTANT: 

(Signature)

Government of Newfoundland & Labrador  
Department of Municipal Affairs & Environment  
PCA Amendment – Change Order Notice

Page 2 of 2

Form #5A

March 2020

Authorized Contract Amount	\$ 80,017.00
Previous Change Orders	\$ 1,610.00
This Change Order	\$ 34,799.00
New Approved Contract Amount	\$ 116,426.00

**.5 AUTHORIZATION TO PROCEED**

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

DATE: \_\_\_\_\_ Municipality/Owner: \_\_\_\_\_  
DATE: \_\_\_\_\_ Regional Engineer: \_\_\_\_\_  
(Regional Engineer's signature is assumed to be approval based on the available project funds only – no new funds are contemplated)

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ Municipality/Owner: \_\_\_\_\_

**.7 ENCLOSED DOCUMENTS**

To expedite the process please submit the following documents to the Regional Engineer for review and approval:

- 1) A copy of this document signed by Town and Consultant.
- 2) An up to date Schedule II and III of current approved Prime Consultant Agreement (PCA) including all previous approved change orders, include requested changes as per specific line items identified in Schedule II and III, and a revised PCA Schedule II and III based on requested changes as per applicable appendix "A" or "B" identified below. (This information is necessary for Project Representatives to update MSIS.)

"Appendix A" – Water, Sewer, and Municipal Roads

"Appendix B" – Building & Treatment Facilities

- 3) Any additional supporting documentation as necessary.

Note: upon Regional Engineer approval the document will be forwarded to Project Representative for processing in MSIS at which time a copy of the documents containing the Regional Engineer's signature will be returned to the Consultant for distribution to all applicable parties.

Include Appendix "A" and "B" Below

Appendix A  
 SCHEDULE II – Water, Sewer, & Municipal Roads  
 Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item ( +/- )	Revised PCA Amount as per Service Item
• Basic Service			
- Preliminary Engineering	500.00		500.00
- Design and Contract Documents	25,285.00		25,285.00
- Tendering and Contracts Award	2,945.00		2,945.00
- Contract Administration	12,000.00	+6,800.00	18,800.00
• Project Completion Phase and Project Record Drawings			
• Other Additional Services:			
- Resident Services during construction	24,150.00	+23,460.00	47,610.00
○ As-Built Drawings	1,000.00		1,000.00
○ Enter Description			
• Prime Consultant Project Expenses for above services	1,400.00		1,400.00
<b>Total Basic and Other Services Fees</b>	67,280.00	+30,260.00	97,540.00
<b>Total Additional Reimbursable Allowance (From Schedule III)</b>	3,700.00		3,700.00
<b>Total Service Fee (Less HST) (Total Schedules II + III)</b>	70,980.00	+30,260.00	101,240.00
<b>HST</b>	10,647.00	+4,539.00	15,186.00
<b>Total Service Fee (Including HST)</b>	81,627.00	+34,799.00	116,426.00

Appendix A  
 SCHEDULE III – Water, Sewer, & Municipal Roads  
 Additional Reimbursable Allowances

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

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item ( +/- )	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
- Asphalt Extractions	650.00		650.00
- Concrete Testing	1,850.00		1,850.00
- Compaction Testing	1,200.00		1,200.00
- Enter Description			
- Enter Description			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Enter Description			
• Enter Description			
<b>Total Additional Reimbursable Allowances</b>	3,700.00		3,700.00

Appendix B  
 SCHEDULE II – Building & Treatment Facilities  
 Basic and Other Additional Services Fees

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item ( +/- )	Revised PCA Amount as per Service Item
• Programming Advisory Services			
• Basic Services			
- Concept Design			
- Design Development			
- Contract Documents			
- Proposal / Tendering & Contract Award			
- Contract Administration			
• Project Completion Phase and Project Record Drawings			
• Other Additional Services:			
- Commissioning			
o Enter Description			
o Enter Description			
- Resident Services during construction			
o Enter Description			
o Enter Description			
- Design Services – Segregated Construction Contracts			
- Construction Management – Multiple Contracts			
• Prime Consultant Project Expenses for above services			
<b>Total Basic and Other Services Fees</b>			
<b>Total Additional Reimbursable Allowance (From Schedule III)</b>			
<b>Total Service Fee (Less HST) (Total Schedules II + III)</b>			
<b>HST</b>			
<b>Total Service Fee (Including HST)</b>			

Appendix B  
 SCHEDULE III – Building & Treatment Facilities  
 Additional Reimbursable Allowances

List below Allowances for specific project expenses not included in Schedule II

Service Items	Current Approved PCA amount including all previous approved COs	New Requested Change order as per Service item ( +/- )	Revised PCA Amount as per Service Item
• Site Surveys			
• Geotechnical Investigations			
• Materials Testing			
• Water Main Leakage Detection			
• Sewer main Infiltration Detection			
• Treatment Process Piloting			
• Enter Description			
• Enter Description			
<b>Total Additional Reimbursable Allowances</b>			



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

• Basic Services		
• Preliminary Engineering	\$	500
• Design and Contract Documents	\$	25,285
• Tendering and Contracts Award	\$	2,945
• Contract Administration	\$	18,800
• Project Completion Phase and Project Record Drawings	\$	
• Other Additional Services:		
• Resident Services during Construction	\$	47,610
o As-Built Drawings	\$	1,000
o Enter Description	\$	
• Prime Consultant Project Expenses for Above Services	\$	1,400
		<hr/>
<b>TOTAL BASIC AND OTHER SERVICE FEES</b>	<b>\$</b>	<b>97,540</b>
<b>TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE</b>		
(From Schedule III)	\$	3,700
		<hr/>
<b>TOTAL SERVICE FEE (Less HST)</b>	<b>\$</b>	<b>101,240</b>
(Total Schedules II + III)		
<b>HST</b>	<b>\$</b>	<b>15,186</b>
		<hr/>
<b>TOTAL SERVICE FEE (Including HST)</b>	<b>\$</b>	<b>116,426</b>

## SCHEDULE "C"

### GENERAL TERMS AND CONDITIONS

#### Article - 1. PAYMENT

##### 1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with either Option 1, 2 or 3 below.

Payment Option #1 ☒ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, One Hundred One Thousand, Two Hundred Forty Dollars

(\$ 101,240 ) (plus HST) in accordance with the following payment schedule:

##### (i) Schedule II

Payment Option #2 ☐ Selected Option

Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, for the satisfactory performance of the Work, the following time rate schedule for activities actually expended in performance of the Work (plus HST):

##### (i) Person / Professional Designation - Hourly Rate

Payment Option #3 ☐ Selected Option

Subject to Article 1.3, upon the satisfactory completion of the Work and the presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Prime Consultant, \$ , the absolute limit on Cost of Services (plus HST).

##### 1.2 Reimbursement of Expenses

It is agreed and understood that reimbursements for the Prime Consultant's expenses pursuant to this Agreement shall be made in accordance with either Option A and/or B or C below.

Reimbursement Option A ☐ Selected Option

The Client shall only be responsible for the following mutually agreed expenses to be incurred by the Prime Consultant; such as travel, meals, accommodations, printing and duplicating, courier, long distance telephone, cell phones, facsimile charges, etc.

at the agreed fixed fee in the amount of \$ . This amount must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

(i) Enter Specific Reimbursible Items

Reimbursement Option B ☐ Selected Option

The Client shall only be responsible for the following reimbursable expenses, payable at cost, provided the Prime Consultant can demonstrate to the Client that such expenses were incurred in relation to the Work, and that documentation, satisfactory to the Client, is provided in support of the reimbursable expense claimed and is attached to the applicable invoice, including for example, originals of supporting receipts, invoices or statements issued by non-parties to this Agreement. This amount is estimated at \$ 1,400 and must be included in Schedule II on the line entitled "Prime Consultant Project Expenses for Above Services".

## (i) Enter Specific Reimbursible Items

Reimbursement Option C ☐ Selected Option

The Client shall not be responsible for any expenses incurred by the Prime Consultant, including, without limitation, out of pocket expenses such as travel, meals, accommodations, legal advice, support staff, printing and duplicating, courier, long distance telephone and/or facsimile charges, without the prior written approval of the Client.

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

### 1.3 Payment General

- (a) Regardless of the payment option selected in Article 1.1 and/or 1.2, the Parties agree and confirm that total amounts payable for the Work shall not exceed a monetary ceiling of Eighty-One Thousand, Six Hundred Twenty-Seven Dollars  
(\$ 116,426 ).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

Table 1 - Engineering Fee Schedule

Fee Proposal for:

City of Corner Brook

Project Name:

Eng. Services for Culvert Replacement, O'Connell Drive-Woodman's Avenue

Task Description	Senior Engineer	Project Engineer	Design Engineer	Contract Administrator	Intermediate Technician	Administration Assistants	Inspector	Classification Name	Total Fees
<b>Task 1</b>									
Site Survey and Collection of Field Information to Identify the Location of Existing Infrastructure	1				5				
Total Hours	1	0	0	0	5	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Site Survey and Collection of Field Information to Identify the Location of Existing Infrastructure Total	\$ 150.00	\$ -	\$ -	\$ -	\$ 350.00	\$ -	\$ -	\$ -	\$ 500.00
<b>Task 2</b>									
Design of a Reinforced Concrete Headwall, Twin Culverts and Infrastructure Relocation	42				90	24			
Total Hours	42	0	0	0	90	24	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Design of a Reinforced Concrete Headwall, Twin Culverts and Infrastructure Relocation Total	\$ 6,300.00	\$ -	\$ -	\$ -	\$ 6,300.00	\$ 1,080.00	\$ -	\$ -	\$ 13,680.00
<b>Task 3</b>									
Construction Drawings and Specifications	38				76	13			
Total Hours	38	0	0	0	76	13	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Construction Drawings and Specifications Total	\$ 5,700.00	\$ -	\$ -	\$ -	\$ 5,320.00	\$ 585.00	\$ -	\$ -	\$ 11,605.00
<b>Task 4</b>									
Constructions Drawings and Specifications Revisions	7			5	21				
Total Hours	7	0	0	5	21	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Constructions Drawings and Specifications Revisions Total	\$ 1,050.00	\$ -	\$ -	\$ 425.00	\$ 1,470.00	\$ -	\$ -	\$ -	\$ 2,945.00
<b>Task 5</b>									
Contract Administration	12			200					
Total Hours	12	0	0	200	0	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Contract Administration Total	\$ 1,800.00	\$ -	\$ -	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ 18,800.00

Table 1 - Engineering Fee Schedule

Fee Proposal for:

City of Corner Brook

Project Name:

Eng. Services for Culvert Replacement, O'Connell Drive-Woodman's Avenue

Task Description	Senior Engineer	Project Engineer	Design Engineer	Contract Administrator	Intermediate Technician	Administration Assistants	Inspector	Classification Name	Total Fees
Task 6									
Inspection Services for 69 days							\$ 660.00 (Daily Rate)		\$ 45,540.00
Vehicle Expense for 69 days							\$ 30.00 (Daily Rate)		\$ 2,070.00
Inspection Total	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ 47,610.00
Task 7									
As-Built Drawings	2				10				
Total Hours	2	0	0	0	10	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
As-Built Drawings Total	\$ 300.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 1,000.00
Testing Services									
Total Testing Services									\$ 3,700.00
Engineering Expenses									\$ 1,400.00
Subtotal of Fees									\$ 101,240.00
HST @ 15%									\$ 15,186.00
Total Service Fee (Including HST)									\$ 116,426.00



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

**Subject Matter Supply of Water Treatment Chemical: Phosphates for Corrosion Control**

**Report Information**

**Department: Public Works, Water and Wastewater**

**Attachments:**

**Prepared By: D. Burden**

**Council Meeting Date: November 9, 2020**

**Issue:** The current standing offer contract for Phosphates for Corrosion Control has expired. The City of Corner Brook has requested bids for the supply of phosphates for corrosion control on a standing offer basis.

**Background:** Public Works, Water, and Wastewater issued a tender for the supply 12,000 kilograms of water treatment plant chemical Phosphate for a one year period commencing December 2020, with an option of a 1 year extension. The tender closed on November 3, 2020, and all compliant bids are listed below in USD (excise tax, duty, HST extra):

Shannon Chemical Corporation	\$71,760.00
Alpha Chemical Limited	\$89,760.00
Univar Solutions	\$73,080.00
Brenntag Canada In.	\$80,280.00

**Proposed Resolution:** Be it **RESOLVED** that Corner Brook City Council award the one year standing offer contract to Shannon Chemical Corporation for the amount of \$71,760.00 USD (excise tax, duty, HST extra) for the supply of water treatment plant chemical phosphate.

**Recommendation:** It is the recommendation of staff to award the one year standing offer contract to Shannon Chemical Corporation for the amount of \$71,760.00 USD (excise tax, duty, HST extra) for the supply of water treatment plant chemical phosphate.

**Options:**

1. Accept staff's recommendation to purchase the water treatment plant chemical.
2. Reject staff's recommendation to purchase the water treatment plant chemical. This option will have a negative impact on water distribution system and service of water delivered to residents.

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

**Governance Implications:** Public Procurement Act



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

**Budget/Financial Implications:** \$71,760.00 USD (excise tax, duty, HST extra).

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

**Prepared by:** D. Burden


**Director:** D. Burden

**City Manager:** Rodney Cumby

**Date:** November 4, 2020

**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: Assessment Review Commissioner</b>	
<b>Report Information</b>	
<b>Department:</b> Finance & Administration	<b>Attachments:</b>
<b>Prepared By:</b> Dale Park	<b>Council Meeting Date:</b> November 9, 2020

**Issue:**

Pursuant to Section 31(1) of the *Assessment Act*, the City of Corner Brook is required to appoint a person to the position of Assessment Review Commissioner for 2021. The City has solicited expressions of interest in the position of Assessment Review Commissioner and one submission was received.

**Background:**

Mr. Waterman has held a number of positions in his career in which he was responsible for property acquisition and disposition. He has served on several panels and hearing in relation to statutes and regulations. He has served as the City's commissioner for the past seven years.

**Recommendation:**

It is staff recommendation to appointment Mr. Waterman as the Assessment Review Commissioner for the 2021 tax year.

**It is RESOLVED to** appoint Mr. Dennis Waterman as the Assessment Review Commissioner for 2021.


**Options:**

1. Approve the appointment of Mr. Waterman as Assessment Review Commissioner
2. Reject the appointment, and advertise again

**Governance Implications:**

Policy and Regulation: per Section 31(1) of the *Assessment Act*.

**Budget/Financial Implications:** The cost is variable based on the number of hearings and prep that is required. The proposed rate for 2021 \$650 per day and includes all administrative and secretary support. This rate is the same as 2020. It is proposed that \$10,000 be carried in the 2021 budget for this service.

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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<b>Prepared by:</b> Dale Park	
<b>Director:</b> Dale Park	
<b>City Manager:</b> Rodney Cum	
<b>Date:</b> Nov 4/2020	

**Additional Comments by City Manager:**



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

**Subject Matter: Wastewater Co-Treatment Investigation**

**Report Information**

**Department: CEDP**

**Attachments: CBCL Study Proposal**

**Prepared By: James Warford**

**Council Meeting Date: November 9, 2020**

**Issue:** The City of Corner Brook requested a proposal from CBCL Ltd. to conduct an investigation into Municipal and CBP&P mill wastewater co-treatment.

**Background:** Both Corner Brook Pulp & Paper (CBP&P) and the City of Corner Brook are required to provide wastewater treatment. There may be possibilities for co-treatment of the effluent which the City wishes to evaluate to determine if there are advantages to treating the effluent in some form of a combined process. The City has received a grant in the amount of \$56,200 under the Green Municipal Fund towards conducting an investigation of co-treatment options.

**Recommendation:** It is the opinion of staff that CBCL Ltd. is best equipped to complete this study in the most cost efficient manner, and as a result, recommend Option 1 that the following resolution be supported by Council:

**Be it resolved that the Council of the City of Corner Brook** award the Wastewater Co-Treatment Investigation project to CBCL Ltd. for the estimated cost of \$112,500 (plus HST).

**Options:**

1. That the Council of the City of Corner Brook award the Wastewater Co-Treatment Investigation project to CBCL Ltd. for the estimated cost of \$112,000 (plus HST).
2. That the Council of the City of Corner Brook not award the Wastewater Co-Treatment Investigation project to CBCL Ltd. for the estimated cost of \$112,000 (plus HST).
3. That the Council of the City of Corner Brook give other direction to Staff.

**Legal Review:** NA

**Governance Implications:** NA

**Budget/Financial Implications:** Capital Budget

**Environmental Implications:** NA





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

**Prepared by:** Jim Warford

**Director:** Darren Charters

**City Manager:** Rodney Cumby

**Date:** November 5, 2020

**Additional Comments by City Manager:**





**Corner Brook Pulp and Paper Limited**  
**Office of Darren Pelley**

April 22, 2020

Green Municipal Fund  
Federation of Canadian Municipalities  
24 Clarence Street  
Ottawa, Ontario  
K1N 5P3

Re: Confirmation of financial contribution for GMF application: Municipal and Pulp Mill Wastewater Co Treatment Investigation, Corner Brook

Dear Sir/Madam,

This letter is to confirm that Corner Brook Pulp and Paper will make cash contributions of \$28,125 plus HST to undertake the feasibility study mentioned above and for which funding is requested from the Green Municipal Fund.

Yours sincerely,

A black rectangular redaction box covering the signature of Darren Pelley. A small blue checkmark is visible to the right of the box.

Darren Pelley,

Vice-President and General Manager  
Corner Brook Pulp and Paper Ltd,  
Corner Brook, NL







FEDERATION  
OF CANADIAN  
MUNICIPALITIES

FÉDÉRATION  
CANADIENNE DES  
MUNICIPALITÉS

**President  
Président**

Garth Frizzell  
Councillor  
City of Prince George, BC

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Municipalité de  
Canton de Gore, QC

**Past President  
Président sortant**

Bill Karsten  
Councillor  
Halifax Regional  
Municipality, NS

**Chief Executive Officer  
Cheffe de la direction**

Carole Saab  
Ottawa, ON

November 3, 2020

His Worship Mayor Jim Parsons  
and Members of Council  
City of Corner Brook  
5 Park Street  
Corner Brook, Newfoundland and Labrador  
A2H 2W8

**Project Title:** Co-treating municipal and industrial wastewater in  
Corner Brook  
**Project Number:** GMF 16904

Dear Mayor Jim Parsons and Members of Council:

On behalf of the Green Municipal Fund (GMF) Council and FCM's Executive Committee, I would like to congratulate the City of Corner Brook on its successful funding application for the above-noted initiative.

It is my pleasure to confirm that the City of Corner Brook has been approved for a grant in the amount of up to \$56,200.

In the near future, Stephanie Patzer will contact the City of Corner Brook to finalize the agreement for this funding. FCM's obligation to fund the above-noted initiative will only become binding once the agreement is signed.

FCM, in partnership with the Government of Canada, oversees public announcements regarding GMF-funded initiatives. In the near future, our media relations team will contact the municipality to discuss the process for a public announcement. Until that time, before making any public statements related to the status of the application process for GMF funding (with the exception of reporting to Council), please contact the FCM media team at 613-907-6395 or by email at [media@fcm.ca](mailto:media@fcm.ca).

.../2

24, rue Clarence Street,  
Ottawa, Ontario, K1N 5P3

T. 613-241-5221  
F. 613-241-7440

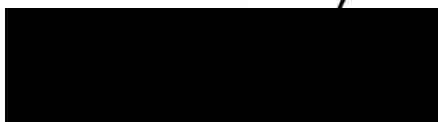
[www.fcm.ca](http://www.fcm.ca)



-2-

Thank you for your interest in GMF. We look forward to working with you to improve the quality of life in your community, and to sharing the results of your initiative with communities across Canada.

Sincerely,

A black rectangular redaction box covering the signature of Ben Henderson.

Ben Henderson  
Chair, Green Municipal Fund Council

BH/SP:uf

cc: James Warford, Manager of Engineering, City of Corner Brook


**CBCL LIMITED**

Consulting Engineers

Suite 901  
 1505 Barrington Street  
 PO BOX 606  
 Halifax, Nova Scotia  
 B3J 2R7  
  
 T: 902 421 7241  
 F: 902 423 3938  
 info@cbcl.ca  
 www.cbcl.ca

**Solving  
 today's  
 problems  
 with  
 tomorrow  
 in mind**



August 9, 2019

Mr. Jim Warford  
 Manager of Engineering Services  
 City of Corner Brook  
 5 Park Street  
 Corner Brook, NL, A2H 6E1

Dear Mr. Warford:

RE: *PROPOSAL: Municipal and Mill Wastewater Co-treatment Investigation with CBP&P*

The following is our proposal for Engineering Services to investigate co-treatment possibilities for municipal and Corner Brook Pulp & Paper Mill process wastewater.

## PROJECT OBJECTIVE

Both Corner Brook Pulp & Paper (CBP&P) and the City of Corner Brook are required to provide wastewater treatment. There may be possibilities for co-treatment of the effluent which the City wishes to evaluate to determine if there are advantages to treating the effluent in some form of a combined process.

## PROJECT SCOPE

We propose to complete the following scope of work in order to complete this investigation:

### 1. Analyse data provided by CBPPL:

- Historical flow and loading data to calculate current process operational data by unit process
- Proposed future changes to flow and loads at the mill
- Mill production cycle data (daily, weekly and annually) to understand effect on flows and loads
- Effluent data to assess current performance

### 2. Mill Capacity:

- Review mill capacity using existing design reports, operations manuals, and drawings of site provided by CBPPL
- Sampling and data gathering to fill in data gaps
- Discussion with operators to understand bottlenecks or site-specific characteristics
- Calculate the current capacity of each unit operation of the existing mill WWTP

### 3. Regulations:

- Regulatory review of existing and proposed regulations
- Liaise with EC, DFO, and MAE for clarifications as required

### 4. Discuss Stakeholder Perspectives:

- Liaise with City and CBPPL to incorporate views and priorities
- Develop understanding of future impacts should substantial changes occur in wastewater production either from City or CBPPL

- c) Consider ownership models and related impacts on operations and/or cost contributions (capital vs operating)

**5. Investigate and develop three technical options for combining the two WWTPs, with the following preliminary options:**

- a) Separate WWTPs with separate or combined effluent
- b) Mill WWTP with mill effluent polishing at City WWTP
- c) Fully combined WWTP

**6. Develop preliminary design schematics and cost estimate of preferred option**

**7. Prepare report on the above items**

**8. Present report to CBPPL and the City**

We appreciate that Kruger have an existing consultant relationship with Mr. Alain Durocher who provides technical analysis and engineering support at other facilities. We propose to work with Mr. Durocher as a partner or peer-reviewer in the analysis. The exact scope delineation between CBCL and Mr. Durocher would be clarified upon initiation of the assignment.

As an additional task to the above items we can also complete process software modelling of various co-treatment options. At this scale of blending, co-treatment of municipal and pulp waste is not common. The modelling can be used to fill technical gaps in performance knowledge that will come from the assessment. BioWin is the most common industry software tool for this type of assessment. If desired, particularly if there is a promising option following the above tasks, we can also carry out the following modelling.

**9. BioWIN model confirmation:**

- a) Literature review to identify appropriate rate constants and model inputs for combined treatment elements
- b) Sampling program to characterize wastewater
- c) Prepare BioWIN model of preferred mill-based option and run model to confirm treatment performance

**SCHEDULE**

We anticipate delivering this study (Tasks 1–8) within 6 months of approval to proceed, with confirmatory modelling following this if desired.

**COMMERCIAL TERMS**

We have attached our standard terms and condition which we propose to use for this project. Our fee to complete the work in Tasks 1–8 is estimated at **\$62,500**, lump sum, including fees and expenses. For confirmatory Biowin modelling (Task 9), our proposed fee is an additional **\$50,000**. Applicable taxes are extra.



**Mr. James Warford**

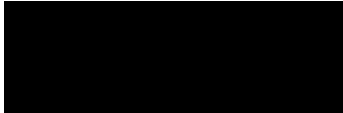
August 8, 2019

Page 3 of 3

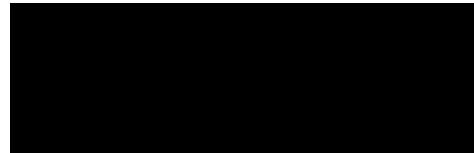
Thank you for the opportunity to provide this proposal. Please do not hesitate to contact the undersigned if you have any questions or comments.

Yours very truly,

CBCL Limited



Sarah Ensslin, M.Sc., P.Eng.  
 Process Engineer  
 Phone: 902-421-7241, Ext.2238  
 E-Mail: [sensslin@cbcl.ca](mailto:sensslin@cbcl.ca)



Mike Chaulk, M.A.Sc., P.Eng.  
 Practice Lead – Water Treatment

Attachments: CBCL Limited Standard Terms and Conditions

Proposal No: 600504-PR051







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

**Subject Matter:** Discretionary Use (Home Based Business Office) – 14 Wheeler’s Road

**Report Information**

**Department:** CEDP

**Attachments:** Memo, map

**Prepared By:** J. King

**Council Meeting Date:** Nov. 9, 2020

**Issue:**

The City of Corner Brook has received an application requesting permission to operate a home based business office from the dwelling located at 14 Wheeler’s Road which is located in a Residential Medium Density Zone.

**Background:**

A notice was delivered to the residents in the immediate area of 14 Wheeler’s Road indicating the proposed home based business office. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business office.

**Recommendation:**

Staff recommends Option 1 and the following motion be supported:

**Be it RESOLVED that the Council of the City of Corner Brook** approve the application to operate a home based business office from the dwelling located at 14 Wheeler’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.

**Options:**

1. That Council approve the application to operate a home based business office from the dwelling located at 14 Wheeler’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office from the dwelling located at 14 Wheeler’s Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

**Legal Review:** N/A

**Governance Implications:** N/A

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





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

**Environmental Implications:** N/A

**Communication Strategy:**

Notice of the proposed home based business office was delivered to residents in the immediate area of 14 Wheeler's Road and posted online on the City of Corner Brook website.

**Prepared by: James King**

**Director: Darren Charters**

**City Manager: Rodney Cumby**

**Date: October 23, 2020**

**Additional Comments by City Manager:**



## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **14 Wheeler's Road – Home Based Business Office**  
**Date:** October 22, 2020

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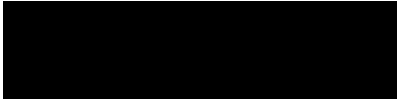
The City of Corner Brook has received an application to operate a home based business office (consulting business) from the dwelling located at 14 Wheeler's Road which is located in a Residential Medium Density Zone.

A home based business office is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 14 Wheeler's Road indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

While there is no proposed clientele proposed to visit the dwelling, a site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business office.

After review of the application, it appears that there is no impediment for this development to commence.

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



James King, CET, CPI  
Development Inspector I





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

**Subject Matter:** Request to Purchase City Land on Water Street

**Report Information**

**Department:** Land Management

**Attachments:** Draft Purchase & Sale Agreement; Survey, Drawing, Picture

**Prepared By:** Brandon Duffy

**Council Meeting Date:** November 9, 2020

**Recommendation:**

Staff recommends Council approve the sale of City land to the owner of 36 Water Street for land located on Water Street

**It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 36 Water Street for City land on Water Street.**

**Issue:**

The owner of 36 Water Street has requested to purchase land from the City.

**Background:**

Land Management was approached by the owner of 36 Water Street and they requested to purchase City land located adjacent to their current property. The land in question is made from two smaller pieces that were obtained in 1977 and 1980. The neighboring property owners were contacted and they were not interested in the City land. The owner of 36 Water Street intends to consolidate this with his current land and keep it maintained.


Currently the land is vacant and has an approx. area of 473m<sup>2</sup> (5,091ft<sup>2</sup>). No plans have been made to develop this land as of yet.

**Options:**

1. Sell the Land
  - Advantage: Land will be maintained and future revenue from the sale and taxation
  - Disadvantage: City will lose control of the land
2. Don't sell the land
  - Advantage: City will maintain control of the land for other possible developments in the future
  - Disadvantage: Land will not be developed and loss of future revenue from the sale and taxation

**Governance Implications:**

Policy #: 07-08-05

	<b>City of Corner Brook Request for Decision (RFD)</b>
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**Budget/Financial Implications:** The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$10,182.00.

<b>Prepared by:</b> Brandon Duffy	
<b>Director:</b> Dale Park	
<b>City Manager:</b> Rodney Cumby	
<b>Date:</b> November 3, 2021	

**Additional Comments by City Manager:**

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**BETWEEN**

**CITY OF CORNER BROOK**, a body corporate duly continued pursuant to the *City of Corner Brook Act*, RSNL 1990, c. C-15, as amended (hereinafter referred to as "the Seller")

**AND**

**RESIDENT**, a resident of the City of Corner Brook, Province of Newfoundland and Labrador (hereinafter called "the Buyers")

**WHEREAS** the Seller owns property located adjacent to 36 Water Street in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

**AND WHEREAS** the Sellers desire to sell The Property and the Buyers wishes to purchase the property;

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

**PROPERTY AND PURCHASE PRICE**

1. The Seller hereby agree to sell and the Buyers agrees to purchase the Property located adjacent to 36 Water Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Ten Thousand One Hundred and Eighty Two Dollars (\$10,182.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

**DEPOSIT**

2. The Buyers submits with this offer the sum of One Thousand Dollars (\$1,000.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on closing.

**CLOSING**

3. This agreement shall be completed on or before the September 18<sup>th</sup>, 2020 (hereinafter called the "closing" or "closing date").

**TITLE SEARCH**

4. The Seller are to furnish the Buyers with a sketch of The Property which is the subject of this agreement within 5 days of signing this agreement, after receipt whereof the Buyers is allowed 30 days to investigate the title to The Property, which the Buyers shall do at its own expense. If within that time any valid objection to title is made in writing, to the Sellers, which the Sellers are unable or unwilling to remove, and which the Buyers will not waive, this agreement shall be null and void and the deposit herein shall be returned to the Buyers, without interest and without liability by the Buyers for any expenses incurred or damages sustained by the Sellers.

**CONVEYANCE**

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

at the expense of the Sellers, to be delivered on payment of the Purchase Price to the Buyer's lawyer on the closing date. The Property is to be conveyed subject to any existing right of ways or easements located on and under The Property which shall include but not be limited to waterlines, sanitary and storm sewer systems. The Buyers agrees to register the Deed with the Registry of Deeds for Newfoundland and Labrador forthwith after closing and to pay any costs of registration. In the event that the Buyers does not retain a lawyer to represent the Buyers on this purchase the Buyers agrees that the cost of registration of the Deed will be added to the Purchase Price payable by the Buyers to the Sellers on closing and the Sellers will arrange registration of the original Deed which would then be delivered to the Buyers immediately upon the Seller having received the Registered Deed from the Registry of Deeds.

#### ADJUSTMENTS AND HST

6.
  - a) All interest, rentals, taxes and rates on the premises, and assessments are to be adjusted to the date of closing. For further clarity, while The Seller do not pay municipal taxes, The Buyers will pay municipal tax in the year of Closing based on the amount of municipal taxes that would have been levied against the property and business if The Buyers had owned the property on January 1<sup>st</sup> of the year of Closing. That sum would then be adjusted to the date of closing such that The Buyers would pay taxes prorated from the date of closing to the end of the year of Closing. The cost of municipal improvements, (including, but without limiting the generality of the phrase "municipal improvements", betterment charges and capital charges for utility or municipal services) completed as of the date of this agreement, are to be paid by the Sellers on or before the closing date unless otherwise stated.
  - b) Except as otherwise provided in this agreement, if this transaction is subject to the harmonized sales tax, hereinafter referred to as HST, such HST shall be added to the Purchase Price and will be remitted in accordance with the applicable legislation.

#### SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyers will apply to the Vendors Community Services Department for consolidation with the Buyers existing 36 Water Street property. When consolidated the Buyers hereby agrees that the property will not be subdivided without written approval from the Sellers

#### SURVEY

8. The Sellers shall only supply the Buyers with the survey and legal description of the Property which it has in its possession and should a new survey and legal description be required to complete the transaction, it shall be at the expense of the Buyers.

#### EASEMENTS/RIGHT OF WAYS

9. That the Property contain or may contain in the future various infrastructure, including storm sewers, waterlines, sanitary sewers, lift stations, back-up generators, fiber optic cables, power-lines and poles (hereinafter collectively referred to as "Infrastructure"), which Infrastructure shall remain and run with the Property

#### TENDER

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

#### AS IS WHERE IS/BUYERS ACCEPT LIABILITY

11. The Buyers hereby agrees to accept The Property "as is" along with any contaminants therein or thereon

and the Buyers agree to indemnify and hold the Sellers harmless in relation to any and all claims, demands, losses, costs, charges, expenses, actions and other proceedings made, brought against, suffered by or imposed on the Sellers or the Property, whether foreseeable or not whatsoever arising from contaminants in or upon or originating from the Property, including but not limited to claims for loss, damage or injury (including injury resulting in death) to any person or property and any Orders or directives issued against the Seller by the Government of Canada and/or Government of Newfoundland and Labrador and/or any requirements imposed on the Seller by the Government of Canada and/or Government of Newfoundland and Labrador with respect to contamination on or in the Property.

- a) The Buyers acknowledges and agrees that the Property is being sold and The Buyers are purchasing The Property on an "as is" basis, and The Seller shall have no liability or obligation with respect to the value, state or condition of The Property and any deficiencies in the Property or repairs, replacements or other work required with respect to the Property, environmental or otherwise.
- b) The Buyers acknowledges and agrees that the Seller make no representations or warranties of any kind express or implied that the present use or the future intended use by The Buyers are or will be lawful or permitted or as to the suitability of The Property for development.

#### SURVIVE CLOSING

12.

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

#### OVERDUE PAYMENTS

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

#### BINDING

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

#### NON-WAIVER

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

#### CUMULATIVE RIGHTS

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

#### NO COLLATERAL AGREEMENTS

17. There are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this agreement other than as set out in this agreement, which constitutes the entire agreement between the parties, concerning the Property and which may be modified only by further written agreement under seal.

#### PAYMENTS

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

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

#### SEVERABILITY

19. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision and any invalid provision will be severable.

#### JURISDICTION

20. This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws in effect in the Province of Newfoundland and Labrador, and the laws of Canada, as applicable. In the event any matter under this contract requires court action, the parties agree to attorn to the jurisdiction of the Supreme Court in the City of Corner Brook.

#### NOTICE

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

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

Brandon Duffy  
Supervisor of Land Management  
City of Corner Brook  
5 Park Street  
P.O. Box 1080  
Corner Brook NL  
A2H 6E1

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

Resident  
36 Water Street  
Corner Brook, NL  
A2H 3E3

- c) Or to such other address and/or addressee as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal services affecting the handling or delivery thereof, on the fifth (5<sup>th</sup>) business day, excluding Saturdays, next following the date of mailing.

#### DOCUMENTS



22. The Buyers will, at any time, and from time to time execute and deliver to the other any document or documents that the other reasonably requires to give effect to the terms of this Agreement

GENDER/NUMBERS

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

HEADINGS

24. The headings contained in this Agreement are for convenience only and do not affect the meaning of any of the provisions of this Agreement.

DATED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED, SEALED & DELIVERED  
in the presence of:

IN WITNESS WHEREOF I have  
hereunto set my hand and seal

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

DATED AT \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2020.

SIGNED, SEALED & DELIVERED  
in the presence of:

IN WITNESS WHEREOF I have  
hereunto set my hand and seal

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Resident

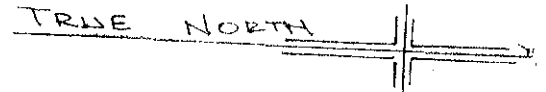


SCHEDULE "A"

452

ALL THAT certain lot, piece or parcel of land situate, lying and being North of Water Street East, in the City of Corner Brook, Province of Newfoundland, being bounded and described as follows, that is to say: The starting point can be found by running North seventy-seven (77) degrees eighteen (18) minutes fifty-one (51) seconds East two hundred twenty-three and thirty-six hundredths (223.36) feet from a hydrant on the Southern side of Water Street East fronting property of Wesley Leggo; thence from the above described starting point by land now or formerly in the possession of Thomas Lawlor or Assigns North forty-five (45) minutes West forty-nine and forty hundredths (49.40) feet; thence by land now or formerly in the possession of M. S. Leggo or Assigns South eighty-seven (87) degrees forty-two (42) minutes East fifty-one and thirty-five hundredths (51.35) feet; thence by a right-of-way South nine (9) minutes East forty-nine and seventy hundredths (49.70) feet, thence by land now or formerly in the possession of Elsie McKay North eighty-seven (87) degrees twenty (20) minutes West fifty and eighty-five hundredths (50.85) feet to the starting point. The herein described lot contains an area of two thousand five hundred twenty-nine (2,529) square feet. Bearings given are from the True Meridian.

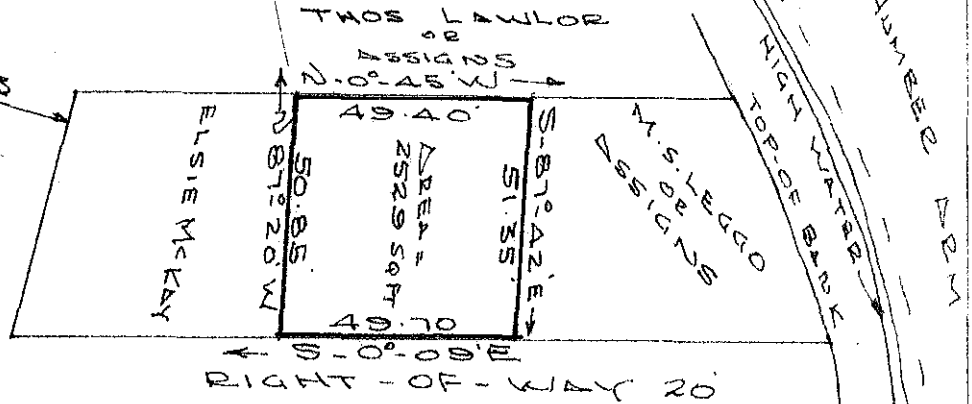
453



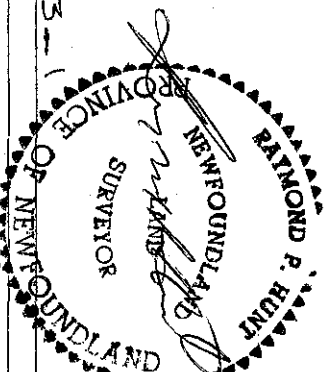
WESLEY LEAGG

67-85-02W  
HYDRANT  
TO HYDRANT  
N-77-18-51E 223.36

WATER STREET  
EAST



SCALE: 1"=40' DATE: 6-10-80 R. P. HUNT DMC No 263-1



YATES & WOODS [1976] LTD.

NEWFOUNDLAND LAND SURVEYORS

LESLIE BLDG.-PREMIER DRIVE

CORNER BROOK, NEWFOUNDLAND

A2H 6E6

DESCRIPTION OF LAND TO BE ACQUIRED BY  
THE CITY OF CORNER BROOK  
FROM M. S. LEGGO

All that piece or parcel of land lying North of Water Street, Curling, in the City of Corner Brook, and being further bounded and described as follows:

Starting at a point, said point being found by running from the Southerly corner of the King Trans Building North Seventy One (71) Degrees Thirty Two (32) Minutes East One Hundred Eleven and Fifty Four Hundredths (111.54) feet;

RUNNING THENCE from the above described starting point by land of Leah Lawler North One (01) Degree Ten (10) Minutes West Fifty (50.0) feet to a point on the Southerly shoreline of the Humber Arm;

THENCE along the Southerly shoreline of the Humber Arm to a point which bears South Eighty Seven (87) Degrees Forty One (41) Minutes East and is distant Fifty One and Forty Nine Hundredths (51.49) feet from the preceeding point;

THENCE along the Westerly limit of a Right of Way South One (01) Degree Fifty Four (54) Minutes East Fifty (50.0) feet;

THENCE by land of John W. Murphy North Eighty Seven (87) Degrees Forty Four (44) Minutes West Fifty Two and Thirteen Hundredths (52.13) feet to the starting point;

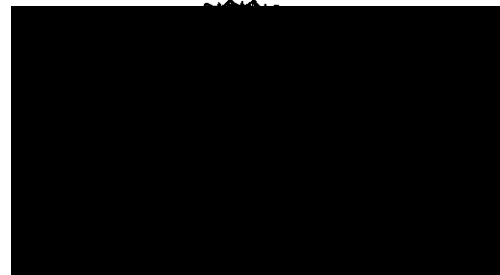
Containing in all Two Thousand Five Hundred Eighty Five (2585) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

All bearings given are from the True North.

/sgk

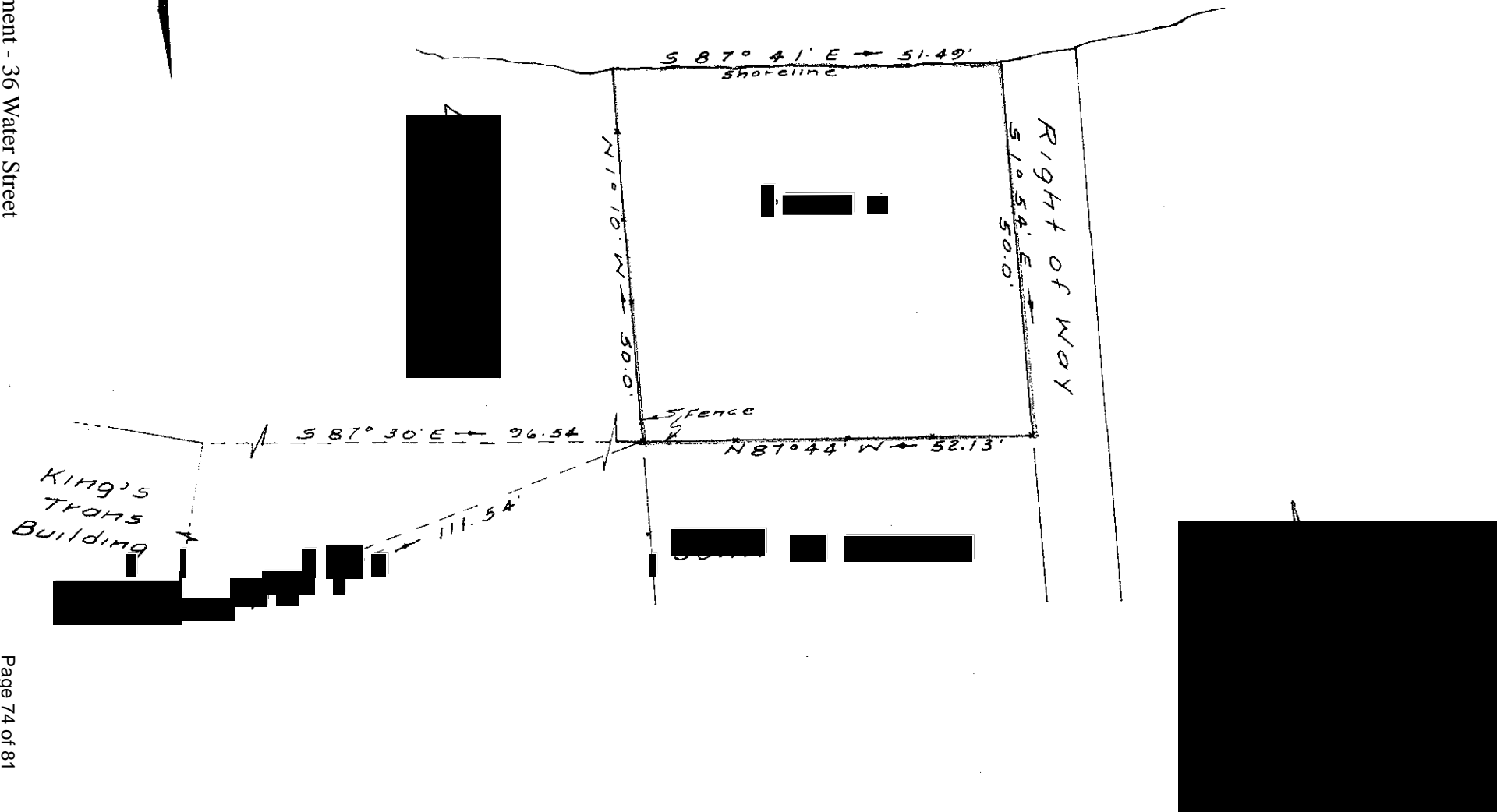
W 77-211

September, 1977





HUMBER ARM



SCALE: 1 IN. = 20 FT.

Survey For The City of Corner Brook, Leggo Property, Curling.  
Yates and Woods (1976) Ltd

Dr'g No. W 77211

Sept. 16, 1977

7.1



# Schedule "A"

7.1



## LEGEND



Location of Land

## NOTES

1. Unless otherwise noted, all dimensions are in metres.
2. This map is a working copy and is not to be used as an official document. It is available for reference purposes only and not to be reproduced without written approval from the City of Corner Brook.
3. 7.5 cm orthoimagery acquired in 2019.
4. Size and shape of parcel is approximate as no survey is available



## Proposed Land Purchase Adjacent to 36 Water Street

DRAWN BY:

DATE:  
07-21-2020

SCALE:  
1:500

FIGURE:  
1

APPROVED BY:  
BDUFFY

COORD SYS:  
NAD 1983 MTM ZONE 3

ZONE:  
LI

REVISION:  
0

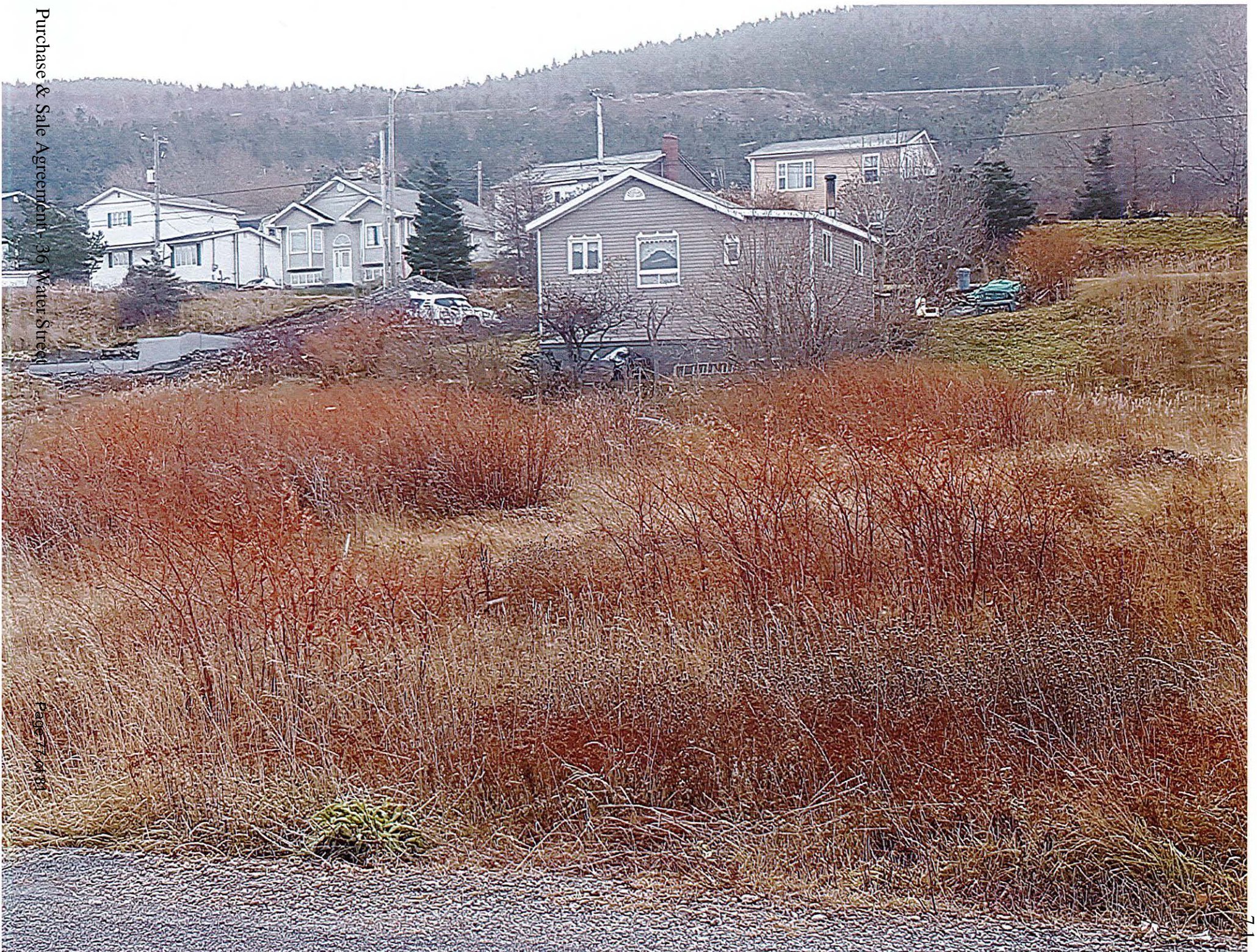
0 10 20 30 40 50 m

Purchase & Sale Agreement - 36 Water Street

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	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
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**Subject Matter: Committee Appointment 2020-2021**

**Report Information**

**Department: City Clerk**

**Attachments:**

**Prepared By: Jessica Smith, Legislative Assistant**

**Council Meeting Date: November 9, 2020**

**Issue:** The 2020-2021 Committee Appointments are scheduled for annual review and appointments. The appointments are confirmed by motion of Council.

**Background:** In accordance with Section 42 of the City of Corner Brook Act, Council has the authority to appoint standing or special committees that it considers desirable to serve in an advisory and consultative role to Council. Membership on Council Committees are reviewed annually and all appointments require Council approval.

Throughout this Council's term of office the Committee structure has been under review in an attempt to improve efficiency, transparency and public engagement. The following committee appointments are proposed:

**Committee of the Whole**

The Committee of the Whole format will be comprised of all Members of Council and chaired by the Mayor. These meetings will be scheduled for once a month and will be open to the public. This model will lead to better communication and transparency and will reduce duplication of items moving from Standing Committees/Privileged Meetings to Public Council Meetings.

Topic Leads:


- Development and Planning: Councillor L. Chaisson
- Public Safety: Councillor J. Carey
- Public Works: Councillor V. Granter
- Recreation and Tourism: Councillor T. Buckle
- Capital Projects: Deputy Mayor B. Griffin

**Standing Committees**

- Finance and Administration: Councillor B. Staeben

**Advisory Committees**

- Accessibility and Inclusiveness Community Committee: Councillor L. Chaisson, and Councillor V. Granter
- Community Partners Committee: Mayor Parsons

	<p align="center"><b>City of Corner Brook Request for Decision (RFD)</b></p>
--	--

- Youth Advisory Committee: Councillor L. Chaisson

### **Special Committees**

- Regional Aquatic Centre Governance Committee: Councillor B. Staeben

### **Outside Appointments**

- Western Regional Waste Management: Councillor B. Staeben, Councillor J. Carey
- Rotary Arts: Councillor V. Granter
- Great Humber Joint Council: Councillor J. Carey, Councillor T. Buckle
- Port Corporation: Mayor Parsons
- Airport Authority: Deputy Mayor B. Griffin

**Proposed Resolution:** It is **RESOLVED** pursuant to the power vested in it in accordance with Section 42 of the City of Corner Brook Act to approve the appointments for the 2020-2021 Committee as presented.

**Options:** Approve or Reject Committee appointments as presented.

**Legal Review:** n/a

**Governance Implications:** s. 42, City of Corner Brook Act

**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> November 3, 2020

**Additional Comments by City Manager:**

City Manager's Report  
Council Meeting Date: 9 November, 2020

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**Subject: Delegation of Authority - Agreements**

Council has granted delegated authority to the City Manager or Acting City Manager (**Minute 18-223**) to execute contracts or agreements and applications on behalf of the organization subject to the application contract, or agreement being funded in the current year's operating or capital budget; and that the contract/agreement or application is for a term of five years or less. This process allows for efficient and effective management of Council expenditures while having mechanisms in place to ensure accountability and a reporting process for each transaction

**Change Orders:**

As stipulated by resolution of Council a summary of approved transactions regarding the **Proposed Retainment Structure on 90 Broadway** is outlined below:

Date	Project Name	Credit/Debit Value
October 28, 2020	Proposed Retainment Structure – 90 Broadway	\$10,902.00

Delegation of Authority Resolution - Approved August 20, 2018

**18-223      Delegation of Authority**

On motion by Councillor B. Staeben, seconded by Deputy Mayor B. Griffin , it is RESOLVED to delegate authority to the City Manager or Acting City Manager for the entering into of applications, contracts or agreements of the City of Corner Brook subject to:

- The application, contract or agreement is funded in the current year's operating or capital budget;
- The application contract or agreement is for a term of five years or less;
- The application, contract or agreement is for activities that are ordinary to the business of the City;
- The application, contract or agreement has been reviewed by the Director for which the application, contract or agreement is related, and the Director is recommending the signing;
- The City Manager providing a summary to Council on a not less than monthly basis of applications, contracts or agreements signed;
- The Delegation of Authority Policy remain in place until revoked by Council, or the creation of an overarching Delegation of Authority Policy.

**MOTION CARRIED.**