



CITY OF CORNER BROOK

Dear Sir\Madam:

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on Monday, February 10, 2020 at **7:00 p.m, Council Chambers**

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

2.2 Approval of Minutes- Public Council Meeting - 13 January 2020

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CORRESPONDENCE/PROCLAMATIONS/PETITIONS/

4.1 Proclamation - Eating Disorder Awareness Week February 1st - 7th, 2020

4.2 National Psychology Month

4.3 Heritage Week

4.4 Jigs and Wheels Festival

4.5 Corner Brook Winter Carnival

5 TENDERS

5.1 Supply of Self-Propelled Floor Scrubber 2020-04

6 REPORTS

6.1 Council Travel Report

7 MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT

7.1 Municipal Plan and Development Regulation Amendment 19-03 -

Zone Change - 701 O'Connell DR

8	CAPITAL WORKS
37 - 80	8.1 O'Connell Drive at Woodman's Avenue - Culvert Upgrade
9	AGREEMENT
81 - 113	9.1 Community Gardens Project - MMSB Funding Agreement
10	COMMITTEE APPOINTMENTS
115 - 117	10.1 Nominee - Board of the Directors of the Deer Lake Airport Authority
11	ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 13 JANUARY, 2020 AT 7:00 PM**

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

CALL MEETING TO ORDER: The meeting was called to order at 7:00 p.m.

20-001 Approval of Agenda

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the agenda as circulated **MOTION CARRIED.**

20-002 Approval of Minutes, Public Council Meeting- December 2, 2019

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** to Approve the Minutes of Regular Council Meeting of December 2, 2019 as attached. **MOTION CARRIED.**

20-003 Confirmation of Minutes, December 9, 2019

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is resolved to ratify minute CC19-86 – Approval of Agenda. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is resolved to ratify minute CC19-88 – Approval of Minutes. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is resolved to ratify minute CC19-90- Road Train Purchase and Sale Agreement. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin, it is resolved to ratify minute CC19-91 – World Council on City Data Agreement. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is resolved to ratify minute CC19-92- Funding Request – Emergency Mobile Response Vehicle. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson it is resolved to ratify minute CC19-93- Provisioning of Medical Service – Corner Brook Fire Department. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is resolved to ratify minute CC19-94- Disposal of Used Zamboni. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor L. Chaisson, it is resolved to ratify minute CC19-095- 42 Pinegrove Avenue - Discretionary Use. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is resolved to ratify minute CC19-096- Land Acquisition – 51 Lundrigan Drive . **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is resolved to ratify minute CC19-98 – Splash Pad Expenditure. **MOTION CARRIED.**

On motion by Councillor V. Granter, seconded by Deputy Mayor B. Griffin , it is resolved to ratify minute CC19-99- Corner Brook Port Corporation - Nomination for Appointment to Board of Directors. **MOTION CARRIED.**

20-004 Business Arising From Minutes

No items were brought forward.

20-005 Tax Sale Memo

Councillor B. Staeben provided details on the upcoming tax sale scheduled for January 15, 2020

20-006 Capital Investment Plan - Gas Tax Agreement

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is RESOLVED to approve the reduction of \$8,966.33 from project number 60-2011-1513 and reallocation to 2019-2014 project # 60-2019-6743 and approve the revised 2019-2024 Capital Investment Plan as attached.

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is FURTHER RESOLVED to approve the submission of the Revised Capital Investment Plan for the period 2019-0224 for \$5,304,955.33 as attached. **MOTION CARRIED.**

20-007 Protective Services Activities for December 2019

Councillor J. Carey presented the activities report from the Protective Services Division for the month ending December 2020

20-008 Municipal Plan and Development Regulation Amendment 19-03 - Zone Change - 701 O'Connell DR

On motion by Councillor L. Chaisson, seconded by Councillor T. Buckle, it is RESOLVED to:

(1) Adopt proposed map amendments MP19-03 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012;

(2) Adopt proposed map amendments DR19-03 to the city of the Corner Brook's 2012 Development Regulations;

(3) Set February 6, 2020, 7:00 p.m. in the Hutchings Room at City Hall for the tentative Public Hearing;

(4) Authorize staff to give statutory notice of adoption of the proposed amendments;

(5) Authorize staff to cancel the public hearing in the event that no objections are received, or no member of the public expresses intent to attend the Public hearing, 48 hours prior to the tentative Public Hearing; and

(6) Appoint Gerard J. Martin, Q.C. to preside over the scheduled Public Hearing.

MOTION CARRIED.

20-009 Baker's Brook Quarry Expansion

On motion by Councillor J. Carey, seconded by Councillor B. Staeben it is RESOLVED that the Council of the City of Corner Brook inform the Department of Municipal Affairs and Environment that the mitigation strategies described in the proponent's Environmental Assessment Registration Document are sufficient to address the City's environmental concerns. **MOTION CARRIED.**

20-010 Signing Officer Policy #13-01-01

On motion by Councillor B. Staeben, seconded by Councillor J. Carey it is RESOLVED to amend Signing Policy as attached. **MOTION CARRIED.**

-
- 20-011 NSF Cheques and Cheques Accepted by Cashier Policy #11-05-03**
On motion by Deputy Mayor B. Griffin, seconded by Councillor V. Granter it is RESOLVED to approve the amended Policy (11-05-03-NSF Cheques and Cheques Accepted by Cashier) as attached. **MOTION CARRIED.**
- 20-012 Water Shut Off on Unpaid Accounts Policy #11-03-21**
On motion by Councillor B. Staeben, seconded by Councillor J. Carey it is RESOLVED to rescind and replace Policy 11-03-21 - **Discontinuation of Water Services/Unpaid Accounts** as attached. **MOTION CARRIED.**
- 20-013 Request to Purchase City Land Adjacent to 192 Wheeler's Road**
Councillor V. Granter disclosed that his employer is a supplier of a product being used by the developer in relation to the development.
- It was moved by Councillor J. Carey that Councillor Granter was in a Conflict of Interest on this agenda item. All of Council with the exception of Deputy Mayor Griffin voted that Councillor Granter was not in a Conflict of Interest. **MOTION DEFEATED.**
- On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve execution of the Purchase and Sale Agreement between the City of Corner Brook and GDR Enterprises Limited for the land adjacent to 192 Wheeler's Road. **MOTION CARRIED.**

ADJOURNMENT

Mayor Parsons extended condolences to the Crosbie family on the passing of John Crosbie.

The meeting adjourned at 7:40 p.m.

City Clerk

Mayor

Proclamation

Eating Disorder Awareness Week February 1st – 7th, 2020

Whereas: An Eating Disorder is a serious mental illness with often devastating physical implications;

Whereas: Eating Disorders affect many individuals and families in the Province of Newfoundland and Labrador;

Whereas: Recovery from an eating disorder is a journey that includes support from families and caregivers;

Whereas: The Eating Disorder Foundation of Newfoundland and Labrador is a leadership advocacy group dedicated to promoting support, treatment services and providing public support services and information about matters related to eating disorders;

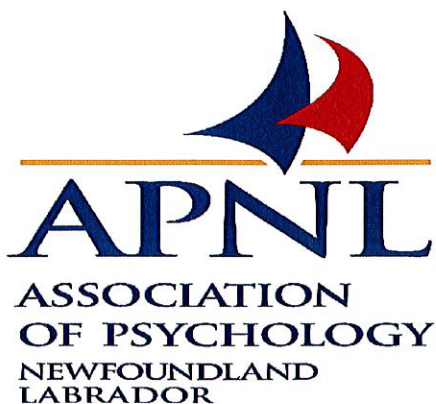
Whereas: February 1-7, 2020 is dedicated across Newfoundland and Labrador and the entire country as a special time when many educational and awareness activities take place to help raise the level of understanding of Eating Disorder Prevention, Treatment and Recovery;

Whereas: The theme for Eating Disorder Awareness Week 2020 is “**Eating Disorders Can’t Afford to Wait.**”;

Therefore: I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim February 1 to February 7, 2020 be observed as Eating Disorder Awareness Week in the City of Corner Brook.

Signed By:
Jim Parsons
Mayor, City of Corner Brook

Witnessed By:



Proclamation

National Psychology Month

WHEREAS the month of February 2020 is recognized throughout Canada as National Psychology Month; and

WHEREAS the national theme of National Psychology Month 2020 is *Psychology Makes a Difference*; and

WHEREAS the goal of National Psychology Month is to raise Canadians' awareness of the role Psychology plays in their lives and in their communities; and

WHEREAS in February 2020 the Association of Psychology in Newfoundland Labrador will join other provincial and national psychological associations in coordinating events aimed at raising the public's awareness of Psychology and its importance to health and well-being; and

THEREFORE I, mayor Jim Parsons, do hereby proclaim February as Psychology Month in the Province of Newfoundland Labrador and the city of Corner Brook.

Signature (Jim Parsons)

Date

Feb 7, 2020



Heritage NL

www.heritagenl.ca

Heritage Day/Week Proclamation 2020

WHEREAS, the third Monday in February is recognized nationally as Heritage Day; and

WHEREAS, Heritage Day and Heritage Week are a time to reflect on the achievements of past generations and to accept responsibility for protecting our heritage; and

WHEREAS, our citizens should be encouraged to celebrate Newfoundland and Labrador's uniqueness and to rejoice in our heritage and environment; and

WHEREAS, in 2020 the residents of Newfoundland and Labrador will celebrate our rich and diverse heritage.

THEREFORE, I, Mayor Jim Parsons on behalf of the City of Corner Brook, do hereby proclaim **Monday, February 17, 2020 as Heritage Day and February 17-23, 2020 as Heritage Week**, and call upon all citizens to celebrate the richness of our past and the promise of our future.

Mayor





CITY OF CORNER BROOK
MEDIA RELEASE

CORNER BROOK TO HOST “JIGS AND WHEELS FESTIVAL” – JULY 30 TO AUGUST 2, 2020

The City of Corner Brook, in partnership with Steady Entertainment, Rugged Edge, and Saltbox/ Everoutdoor Adventures is delighted to announce a four day summer festival event from July 30 to August 2, 2020. *Jigs and Wheels* will feature music and food events, while welcoming ATV enthusiasts to enjoy group ride excursions in the City and nearby region.

Festival events will include...

Thursday, July 30th

- ATV Registration and Welcome at Civic Square
- Downtown ATV Parking Areas
- Concert in Margaret Bowater Park

Friday, July 31st

- Back Country Boil-Up Tour – 6-hour group ride, meal and entertainment
- Blame it on Broadway...Again – the return of the blockbuster street festival

Saturday, August 1st

- ATV group rides around the region and even through the City
- West Street Outdoor Expo and Trade show – we’re shutting down West Street all day!
- Corner Brook day family events on the Majestic Lawn
- Hiking and culinary experiences
- Street Concert on West Street – more great music and a fantastic beer tent

Sunday, August 2nd

- ATV Parade through the City – trick out your ride and show it off!


ATV registration and passes are available now at www.jigsandwheelsfestival.com with early bird passes available starting at \$179.95 (plus tax). Pass includes access to downtown parking, Back Country Boil Up, ticket for Blame it on Broadway...Again and official *Jigs and Wheels* swag bag.

The Jigs and Wheels festival will showcase the great tourism amenities of the Corner Brook/Bay of Islands Region. We welcome residents and tourists to Corner Brook to join us in this celebration of our rugged beauty and famous hospitality.

- *Councillor Tony Buckle, Chairperson, Jigs and Wheels Festival*

Contact:

Glenda Simms
Tourism Coordinator | City of Corner Brook
709-637-1588 | gsimms@cornerbrook.com

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Supply of Self Propelled Floor Scrubber 2020-04	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Tender Submission
Prepared By: Jim Warford	Council Meeting Date: February 10, 2020

Issue: The existing floor scrubbing unit is over 12 years old. Repairs are ongoing and the unit is unreliable.

Background: A self-propelled walk behind floor scrubber is used for the floor cleaning at the Corner Brook Civic Centre.

Recommendation: Tenders for the Supply of Self Propelled Floor Scrubber 2020-04 closed on February 4, 2020 with the following one (1) bid received:

Chandler Sales \$15,178.00 (HST Included)

The Tender was reviewed by staff and recommend Option 1 and that the following motion be supported:


Be it resolved that the Council of the City of Corner Brook award the tender to Chandler Sales for the Tender price of \$15,178.00 (HST included) for the Supply of Self Propelled Floor Scrubber 2020-04.

Options:

1. That the Council of the City of Corner Brook award the tender to Chandler Sales for the Tender price of \$15,178.00 (HST included) for the Supply of Self Propelled Floor Scrubber 2020-04.
2. That the Council of the City of Corner Brook not award the tender to Chandler Sales for the Tender price of \$15,178.00 (HST included) for the Supply of Self Propelled Floor Scrubber 2020-04.
3. That the Council of the City of Corner Brook give other direction to Staff.


Legal Review:

Budget/Financial Implications:

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford	<div></div>	
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: February 6, 2020		

Additional Comments by City Manager:

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Council Travel Report – July – December 2019	
Report Information	
Department: Finance & Administration	Attachments: Council Travel Report
Presented By: Dale Park	Council Meeting Date: February 10, 2020

Topic: To present the council travel report for July – December 2019.

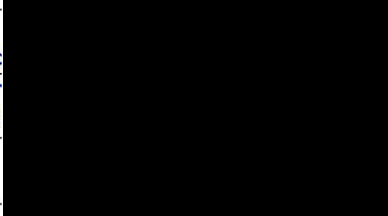
Background: The City of Corner Brook Council Remuneration and Reimbursement Regulations states that “A summary of Council travel expense by Councilor will be provided to Council semi-annually and reported on at a public meeting”.

Objective: To follow the Council Remuneration and Reimbursement Regulation and present the Council Travel report.

Governance Implications: Policy requires semiannual updates at the public meeting.

Budget/Financial Implications: Council travel is within budget.

Environmental Implications: N/A

Prepared by: Alicia Park		
Director: Dale Park		
City Manager: Rodney Cumby		
Date: February 4, 2020		

Additional Comments by City Manager:

TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2019

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
<u>Jim Parsons</u>	November 2019	MNL Annual Convention & Trade Show - St. John's			\$ 2,885.84
				Total Travel Jim Parsons	\$ 2,885.84
<u>Bill Griffin</u>					\$ -
				Total Travel Bill Griffin	\$ -
<u>Tony Buckle</u>	November 2019	MNL Annual Convention & Trade Show - St. John's			\$ 2,698.73
				Total Travel Tony Buckle	\$ 2,698.73
<u>Josh Carey</u>	November 2019	MNL Annual Convention & Trade Show - St. John's			\$ 2,173.03
				Total Travel Josh Carey	\$ 2,173.03
<u>Linda Chaisson</u>					\$ -
<u>Bernd Staeben</u>					
<u>Vaughn Granter</u>					\$ -
GRAND TOTAL					\$ 7,757.60

TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2019

Name	Month	Purpose/Destination	Amount	Sub-Total	Total
		Total travel previous year July - December 2018	\$1,664.84		
		Total Travel for current year July - December 2019	\$7,757.60		
		Difference in semi-annual travel totals	-\$6,092.76		



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

Subject Matter: Approval of proposed Municipal Plan and Development Regulations Amendments MP/DR19-03 – Zone Change - Comprehensive Residential Development Area (CRDA) to Residential Medium Density (RMD); 701 O’Connell Drive

Report Information

Department: Community, Engineering, Development and Planning

Attachments:
MP 19-03 Amendment
DR 19-03 Amendment

Prepared By: Deon Rumbolt

Council Meeting Date: February 10, 2020

Issue:

The principal purpose of proposed Municipal Plan Amendment MP19-03 and Development Regulations Amendment DR19-03 (henceforth the “Amendments”) is to allow Council to consider approval of a single dwelling on the subject property, which is currently, split zoned ‘Comprehensive Residential Development Area (CRDA)’ and ‘Residential Medium Density (RMD).’ A single dwelling is a prohibited use in the CRDA future land use designation and use class. The proposed Amendments would re-designate and re-zone the CRDA portion of the subject property to RMD to allow the proposed development.

Background:

The owners are proposing to construct a single dwelling, as the area has recently been serviced with municipal water. The property also has access to municipal sanitary sewer service. There is an existing, provincially-approved and constructed access onto O’Connell Drive. The proposed use is a single dwelling, which is a permitted use in the RMD zone.

The CRDA portion of the lot is proposed to be re-designated and re-zoned to RMD. The proposal is supported by IMSP Policy 9.4.1, (Staging of Development – Residential) which addresses small CRDA designations and zones in proximity to existing streets and services.

The public hearing scheduled to address both amendments was cancelled given that no public comments were received in the advertised timing as per section 21 of the Urban and Rural Planning Act 2000 (URPA).

This is the third Council Reading of three readings which are required to approve this Amendment.

Proposed Motion:

Be it **RESOLVED** that the Council of the City of Corner Brook:

- (1) Approve proposed map amendments MP19-03 to the City of Corner Brook’s Integrated Municipal Sustainability Plan 2012;



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

- (2) Approve proposed map amendments DR19-03 to the City of Corner Brook's 2012 Development Regulations;
- (3) Authorize staff to submit proposed amendments MP-DR18-02 and MP-DR18-05 to Municipal Affairs for registration as per section 24 of the URPA;
- (4) Authorize staff to submit the amendments immediately following registration release by Municipal Affairs, to the Queens Printer for advertising in the Newfoundland Gazette to finalize the amendment process.

OPTIONS:

- (1) That the City of Corner Brook approve the proposed amendments as outlined above;
- (2) That the City of Corner Brook refuse approval of the proposed amendments as outlined above; or
- (3) That the City of Corner Brook postpones approval of the proposed amendments, requesting additional information from staff.

IMPLICATIONS OF RECOMMENDATION

The adoption of the proposed amendments would be indication that Corner Brook City Council supports the proposal as presented, with the intent to hear any objections and representations of the public prior to rendering a final decision on the proposal. If Council is not supportive with the proposal as is, and would like staff to provide additional information and/or revise the proposed amendments, Council is advised to do so at this stage in the process.

Financial implications of adoption include advertising the proposal twice in the newspaper and retaining commissioner services to preside over the Public Hearing. The cost of commissioner services are anticipated to be substantially reduced in the event the Public Hearing is cancelled 48 hours prior to the scheduled date/time.

FIRST COUNCIL READING:

At a regular meeting of Council held on August 26, 2019 and pursuant to section 14 of the *Urban and Rural Planning Act, 2000* (henceforth the "Act"), Council resolved to proceed with public consultation for the above-noted proposed amendments to the Municipal Plan and Development Regulations. The amendments were posted on the City's website on September 18, 2019. Members of the public were invited to inspect the proposal at City Hall; however,



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

staff received no inquiries on the submission. In accordance with section 15 of the Act, the Local Governance and Planning Division of the Department of Municipal Affairs and Environment issued their release of the proposed amendments on October 23, 2019.

SECOND COUNCIL READING:

At a regular meeting of Council held on January 13, 2020 and pursuant to section 17 of the *Urban and Rural Planning Act, 2000* (henceforth the "Act"), Council resolved to Adopt the above-noted proposed amendments to the Municipal Plan and Development Regulations. The amendments were posted on the City's website on January 14, 2020. Members of the public were invited to inspect the proposal at City Hall; however, no objections were received, and no person expressed intent to attend the public hearing, therefore 48 hours prior to the date/time of the scheduled public hearing (7:00p.m., February 4, 2020) it was cancelled in accordance with section 18 of the Act.

Legislative Authority: *Urban and Rural Planning Act, 2000*: sections 16, 17, 18, 19, 21 and 24

Estimated Cost: Courier fees to Municipal Affairs (~\$10.00)

Budget Line Item: Municipal Plan Amendments

Communication Strategy:

The proposed amendment(s) have previously been advertised as per the URPA s. 14 to satisfy public consultation requirements, and as per URPA s.17 to satisfy public hearing requirements. A Notice of Public Consultation and a Notice of Public Hearing were posted for two weeks in the *Western Star* requesting written comments from the public that may support or oppose the amendments. The same was advertised on the City's IMSP / Development Regulation Amendments web page, and posted in the lobby at City Hall. The next required public communication will take place to notify the public of the registered amendments in both the *Western Star* and the *Newfoundland Gazette* as per URPA s.24.

Attachments: Report/Document:

- Proposed Amendment MP19-03;
- Proposed Amendment DR19-03;
- Associated Map Changes (6 maps total).

Prepared by: Deon Rumbolt

Director: Darren Charters



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

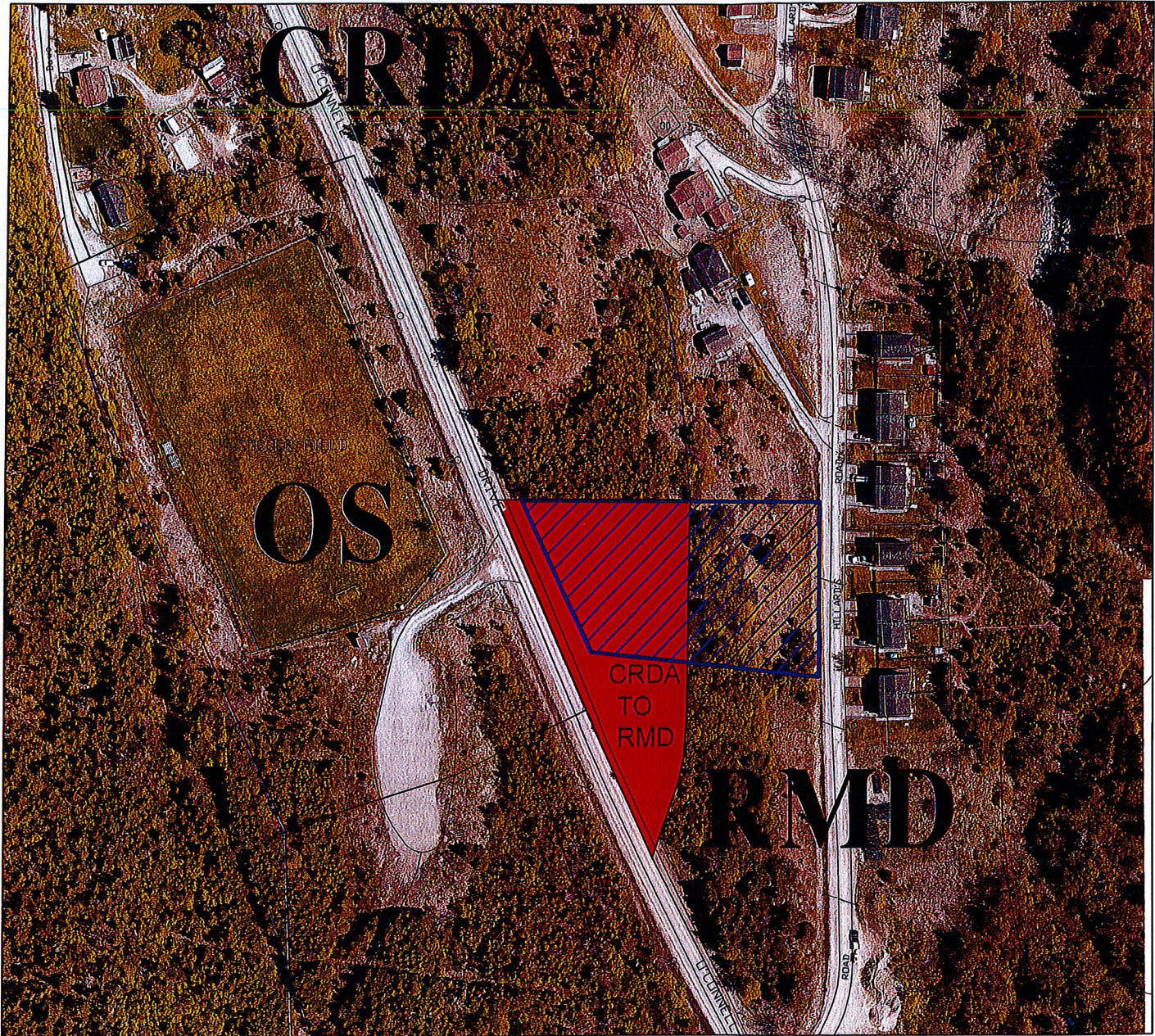
City Manager: Rodney Cumby


Date: February 5, 2020

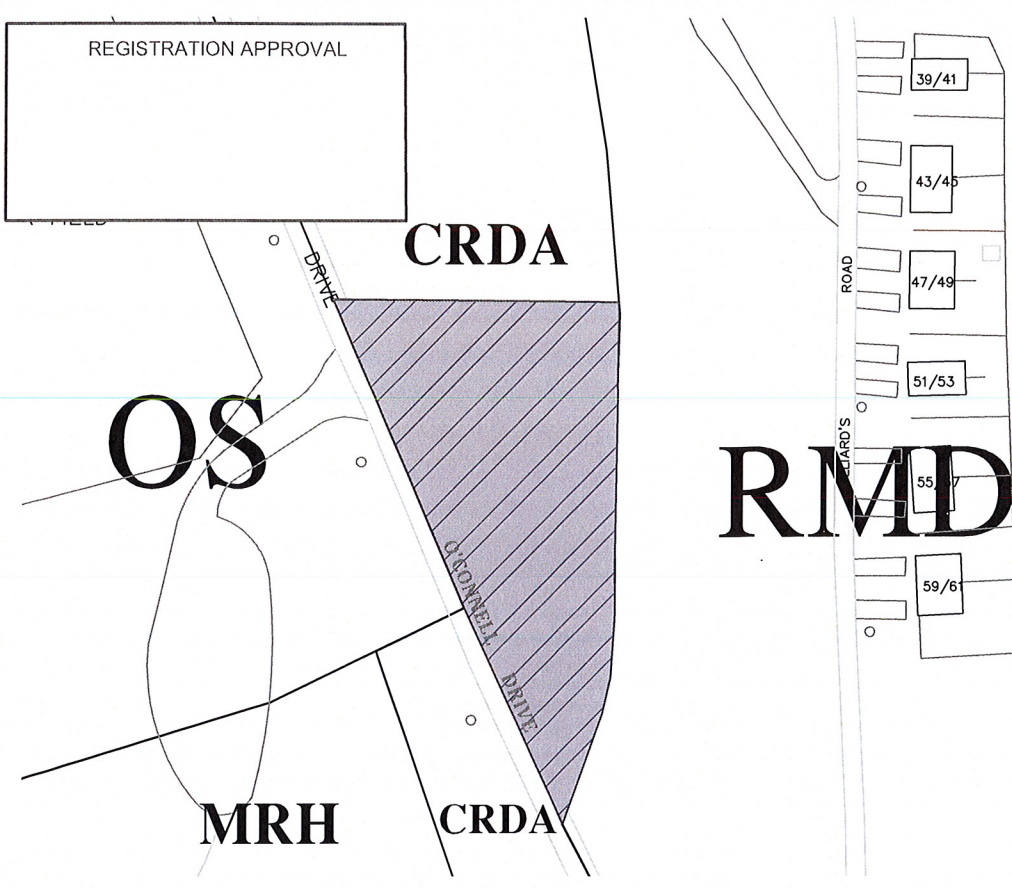

Additional Comments by City Manager:

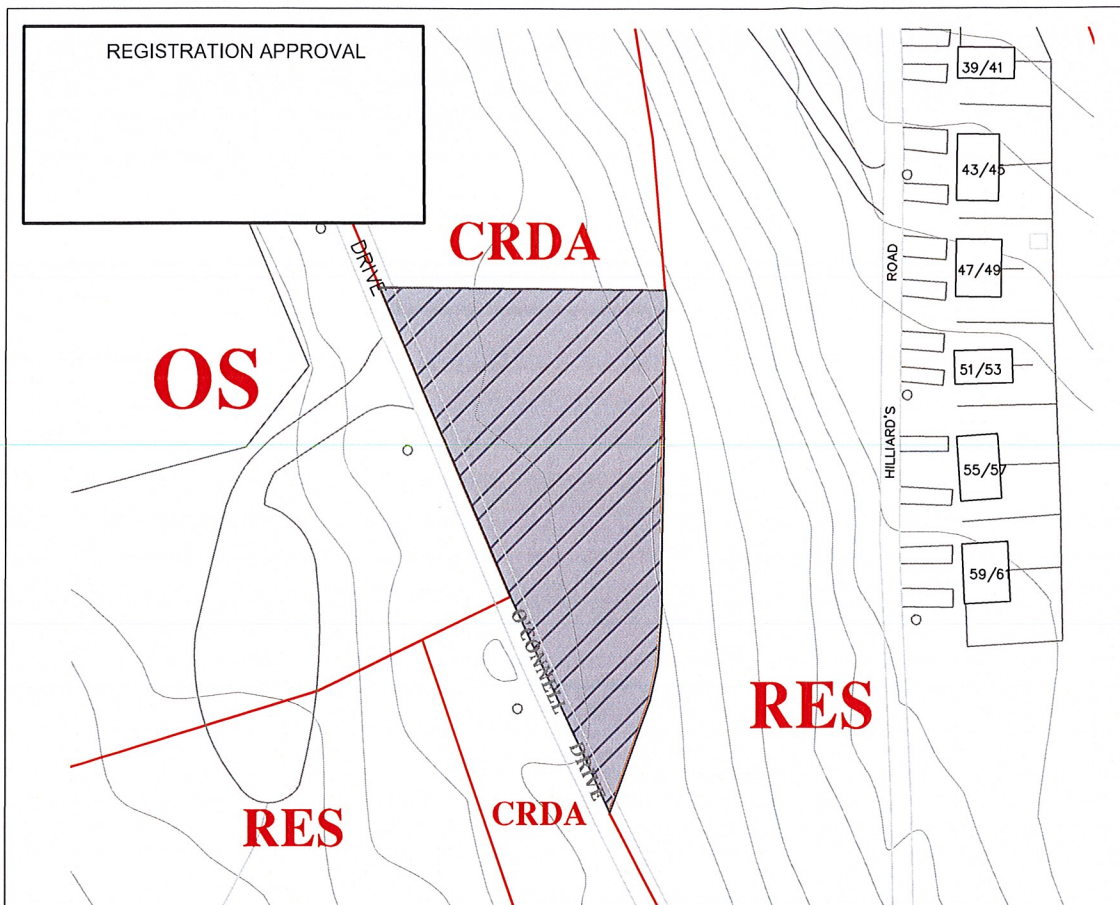
C I T Y O F C O R N E R B R O O K

LAND USE DESIGNATION / ZONING AMENDMENTS	DR19-03 MP19-03	CURRENT DESIGNATION / ZONE: Comprehensive Residential Development Area	PROPOSED DESIGNATION / ZONE: RESIDENTIAL / RESIDENTIAL MEDIUM DENSITY
LOCATION: 701 O'Connell Drive			
AFFECTED MAPS: LAND USE ZONING MAP C-1 & C-5; GENERALIZED FUTURE LAND USE - MAPS A & B			



PROJECT: INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012 - PROPOSED LAND USE DESIGNATION AND LAND USE ZONING AMENDMENTS		AMENDMENT NOTES: These changes are proposed to accommodate residential development.
<div>  City of Corner Brook Community Engineering Development & Planning Division </div>		LEGEND BLUE HATCH - PROPERTY BOUNDARY RED HATCH - CRDA TO RMD
DATE: September 2019 NOT TO SCALE		THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTION.

<div style="border: 1px solid black; width: 200px; height: 60px; margin: 0 auto; text-align: center; line-height: 60px;">REGISTRATION APPROVAL</div> 											
LEGEND <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-size: small;">Zone Title</th> <th style="text-align: left; font-size: small;">Zone Symbol</th> </tr> </thead> <tbody> <tr> <td>Residential Medium Density</td> <td>RMD</td> </tr> <tr> <td>Mobile/Mini Home Residential</td> <td>MHR</td> </tr> <tr> <td>Comprehensive Residential Development Area</td> <td>CRDA</td> </tr> <tr> <td>Open Space</td> <td>OS</td> </tr> </tbody> </table>	Zone Title	Zone Symbol	Residential Medium Density	RMD	Mobile/Mini Home Residential	MHR	Comprehensive Residential Development Area	CRDA	Open Space	OS	<div style="border: 1px solid black; width: 100%; height: 20px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, black 2px, black 4px); margin-bottom: 5px;"></div> ZONING BOUNDARY <div style="border: 1px solid black; width: 100%; height: 20px; background-color: #cccccc; margin-bottom: 5px;"></div> CHANGE FROM CRDA to RMD
Zone Title	Zone Symbol										
Residential Medium Density	RMD										
Mobile/Mini Home Residential	MHR										
Comprehensive Residential Development Area	CRDA										
Open Space	OS										
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>CITY OF CORNER BROOK</p> <p>PROJECT TITLE:</p> <p style="text-align: center;">FOR DEVELOPMENT REGULATIONS 2012</p> <p>DRAWING TITLE:</p> <p style="text-align: center;">LAND USE ZONING MAP C1 (PROPOSED AMENDMENT DR-19-03)</p> <div style="display: flex; justify-content: space-between; align-items: center; font-size: small;"> <div style="text-align: center;">  <p>City of Corner Brook Community Services Department Planning Division</p> </div> <div style="text-align: center;"> <p>DATE: October 2019</p> <p>SCALE: 1:1250</p> </div> </div> <p style="text-align: center; font-weight: bold;">DESCRIPTION</p> <p style="text-align: center;">Change land use zoning from Comprehensive Residential Development Area (CRDA) to Residential Medium Density</p> <p style="font-size: x-small;">THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p> </div> <div style="width: 50%;"> <p><u>CANADIAN INSTITUTE OF PLANNERS CERTIFICATION</u></p> <p>I hereby certify that this City of Corner Brook Development Regulations 2012, Map _____ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.</p> <p>M.C.I.P. _____</p> <p>DATE _____ (M.C.I.P. SEAL)</p> <p><u>SEAL AND SIGNATURE</u></p> <p>Certified that this City of Corner Brook Development Regulations 2012, Map _____ is a correct copy of the Development Regulations 2012, Map _____ approved by the Council of the City of Corner Brook on the _____ day of _____, _____ (month) (year)</p> <p>MAYOR _____</p> <p>CLERK _____ (COUNCIL SEAL)</p> <p>DATE _____</p> </div> </div>											



LEGEND

DESIGNATION BOUNDARY

Land Use Designations

Residential

RES

Comprehensive Residential
Development Area

CRDA

Open Space

OS

CHANGE FROM CRDA to RES

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE
MAP A (PROPOSED AMENDMENT
MP19-03)City of Corner Brook
Community Services Department
Planning Division

DATE: OCTOBER 2019

SCALE: 1:1250



DESCRIPTION

Change land use designation from Comprehensive Residential
Development Area to ResidentialTHIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK
SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER
ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE
USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook
Integrated Municipal Sustainability Plan 2012,
Map _____ has been prepared in accordance
with the requirements of the Urban and Rural
Planning Act.

M.C.I.P. _____

DATE _____

(M.C.I.P. SEAL)

SEAL AND SIGNATURE

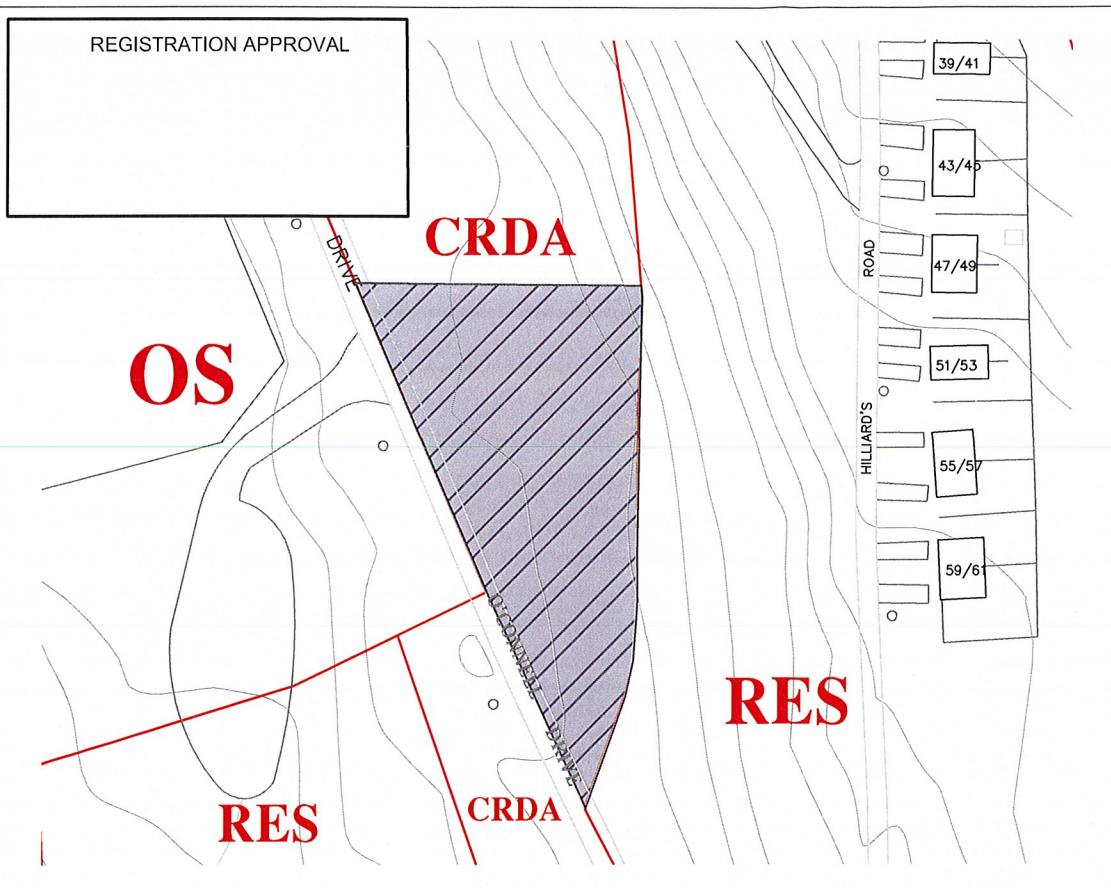
Certified that this City of Corner Brook Integrated
Municipal Sustainability Plan 2012, Map _____ is
a correct copy of the Integrated Municipal
Sustainability Plan 2012, Map _____ approved by
the Council of the City of Corner Brook on the
_____ day of _____,
(month) (year)

MAYOR _____

CLERK _____

(COUNCIL SEAL)

DATE _____



LEGEND

DESIGNATION BOUNDARY

CHANGE FROM CRDA to RES

Land Use Designations

Residential

RES

Comprehensive Residential
Development Area

CRDA

Open Space

OS

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL
SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE
MAP B (PROPOSED AMENDMENT
MP19-03)City of Corner Brook
Community Services Department
Planning Division

DATE: OCTOBER 2019

SCALE: 1:1250



DESCRIPTION

Change land use designation from Comprehensive Residential
Development Area to ResidentialTHIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK
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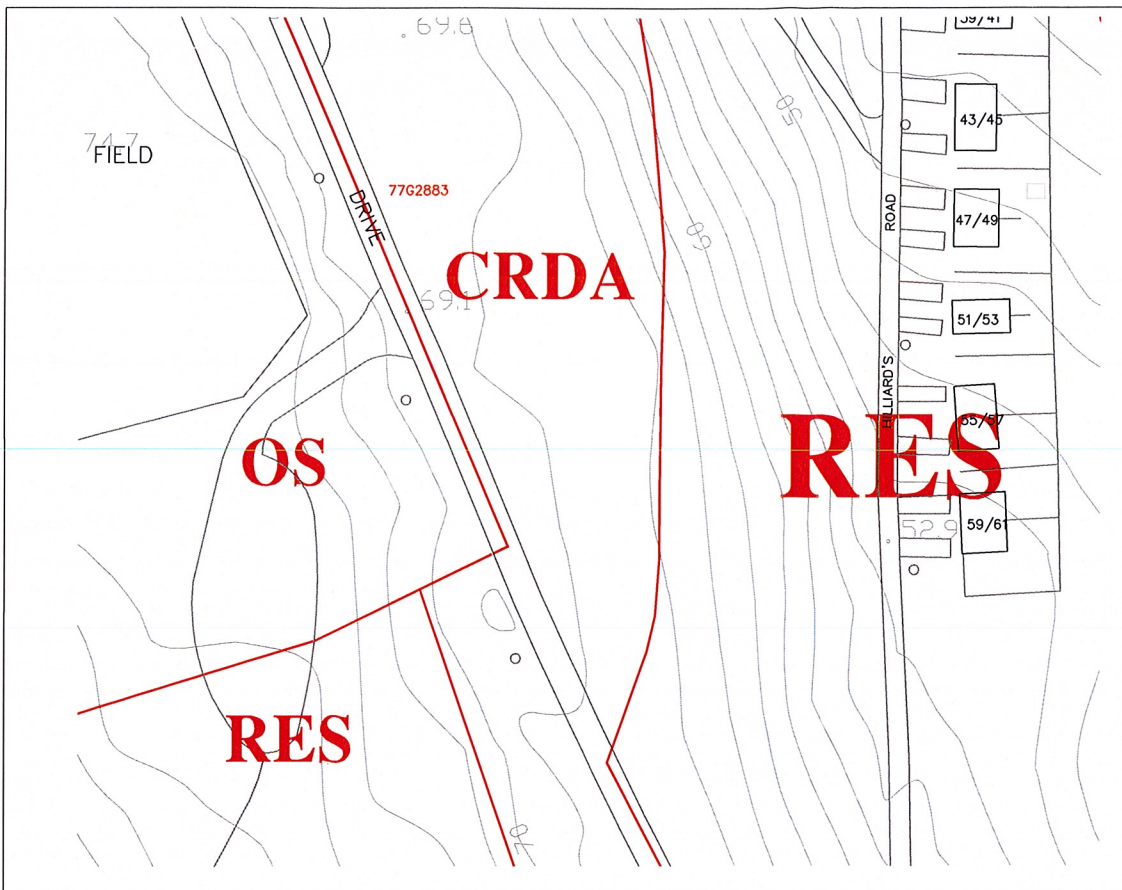
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_____ day of _____,
(month) (year)

MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



LEGEND

DESIGNATION BOUNDARY —

Land Use Designations

Residential	RES
Comprehensive Residential Development Area	CRDA
Open Space	OS

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP B (EXISTING)



City of Corner Brook
Community Services Department
Planning Division

DATE: OCTOBER 2019

SCALE: 1:1250



DESCRIPTION

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M.C.I.P. _____

DATE _____ (M.C.I.P. SEAL)

SEAL AND SIGNATURE

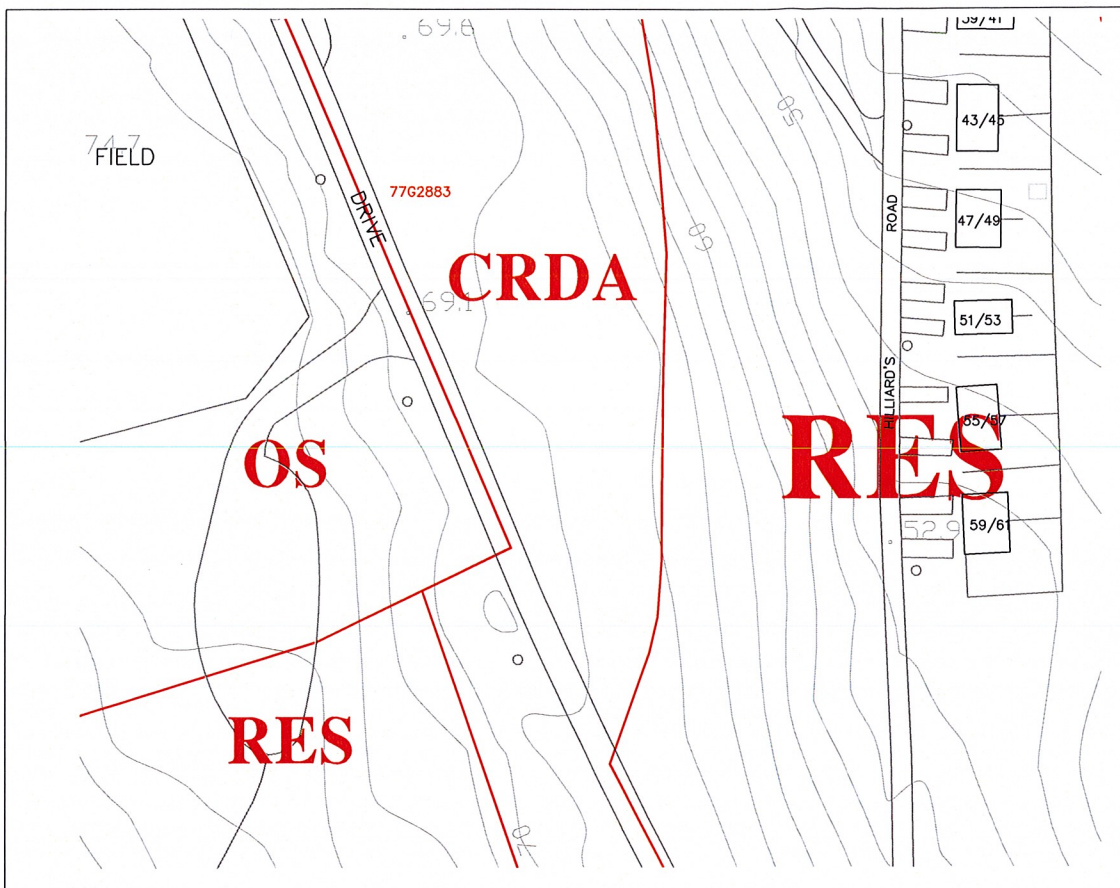
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MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



LEGEND

DESIGNATION BOUNDARY —

Land Use Designations

Residential

RES

Comprehensive Residential
Development Area

CRDA

Open Space

OS

CITY OF CORNER BROOK

PROJECT TITLE:

INTEGRATED MUNICIPAL SUSTAINABILITY PLAN 2012

DRAWING TITLE:

GENERALIZED FUTURE LAND USE MAP B (EXISTING)



City of Corner Brook
Community Services Department
Planning Division

DATE: OCTOBER 2019

SCALE: 1:1250



DESCRIPTION

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M.C.I.P. _____

DATE _____ (M.C.I.P. SEAL)

SEAL AND SIGNATURE

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MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)

LEGEND

Zone Title	Zone Symbol
Residential Medium Density	RMD
Mobile/Mini Home Residential	MHR
Comprehensive Residential Development Area	CRDA
Open Space	OS

ZONING BOUNDARY

CITY OF CORNER BROOK

PROJECT TITLE:
FOR DEVELOPMENT REGULATIONS 2012

DRAWING TITLE:
LAND USE ZONING MAP C1 (EXISTING)

City of Corner Brook Community Services Department Planning Division	DATE: October 2019
	SCALE: 1:1250

DESCRIPTION

THIS MAP IS A GRAPHICAL REPRESENTATION OF THE CITY OF CORNER BROOK SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER ELEMENTS. THIS MAP IS NOT A LAND SURVEY AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I hereby certify that this City of Corner Brook Development Regulations 2012, Map _____ has been prepared in accordance with the requirements of the Urban and Rural Planning Act.

M.C.I.P. _____
DATE _____ (M.C.I.P. SEAL)

SEAL AND SIGNATURE

Certified that this City of Corner Brook Development Regulations 2012, Map _____ is a correct copy of the Development Regulations 2012, Map _____ approved by the Council of the City of Corner Brook on the _____ day of _____ (month) (year)

MAYOR _____ (COUNCIL SEAL)
CLERK _____
DATE _____

URBAN AND RURAL PLANNING ACT, 2000
CITY OF CORNER BROOK
RESOLUTION TO ADOPT
MUNICIPAL PLAN AMENDMENT NO. MP19-03

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Municipal Plan Amendment No. MP19-03 to the City of Corner Brook's Integrated Municipal Sustainability Plan 2012.

Adopted by the City Council of Corner Brook on the 13th day of January, 2020.

SIGNED AND SEALED this _____ day of February, 2020.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.

M.C.I.P. _____

Date: _____

(M.C.I.P. Seal)

URBAN AND RURAL PLANNING ACT, 2000
RESOLUTION TO APPROVE
CITY OF CORNER BROOK
MUNICIPAL PLAN AMENDMENT MP19-03

Under the authority of Sections 16, 17, and 18 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook:

- a) Adopted Municipal Plan Amendment MP19-03 on the 13th day of January, 2020;
- b) Gave notice of the adoption of Municipal Plan Amendment MP19-03 by advertisement inserted on the 29th day of January and the 5th day of February, 2020 in the Western Star newspaper; and
- c) Set the 6th day of February, 2020 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.

Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Municipal Plan Amendment MP19-03, as adopted, this _____ day of _____, 2020.

SIGNED AND SEALED this _____ day of February, 2020.

Mayor: _____

Clerk: _____

(Council Seal)

URBAN AND RURAL PLANNING ACT, 2000
CITY OF CORNER BROOK
RESOLUTION TO ADOPT
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Adopted by the City Council of Corner Brook on the 13th day of January, 2020.

SIGNED AND SEALED this _____ day of February, 2020.

Mayor: _____

City Clerk: _____

(Council Seal)

CANADIAN INSTITUTE OF PLANNERS CERTIFICATION

I certify that the attached Development Regulations Amendment was prepared in accordance with the requirements of the *Urban and Rural Planning Act, 2000*.

M.C.I.P. _____

Date: _____

(M.C.I.P. Seal)

URBAN AND RURAL PLANNING ACT, 2000
CITY OF CORNER BROOK
RESOLUTION TO APPROVE
DEVELOPMENT REGULATIONS AMENDMENT NO. DR19-03

Under the authority of Section 16, 17 and 18 of the *Urban and Rural Planning Act, 2000*,
the City of Corner Brook:

- a) Adopted Development Regulations Amendment DR19-03 on the 13th day of January, 2020;
- b) Gave notice of the adoption of Development Regulations Amendment DR19-03 by advertisement inserted on the 29th day of January, 2020 and the 5th day of February, 2020 in the Western Star newspaper; and
- c) Set the 6th day of February, 2020 at 7:00 p.m. at the Corner Brook City Hall for the holding of a public hearing to consider objections and submissions.


Now under the authority of Section 23 of the *Urban and Rural Planning Act, 2000*, the City Council of Corner Brook **approves** Development Regulations Amendment DR19-03, as adopted, this ____ day of February, 2020.

SIGNED AND SEALED this ____ day of February, 2020.

Mayor: _____

City Clerk: _____

(Council Seal)

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

Subject Matter: O' Connell Drive at Woodman's Avenue - Culvert Upgrade	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments:
Prepared By: Jim Warford	Council Meeting Date: February 3, 2020

Issue: This RFD is intended to address the engineering consultant agreement for the **O'Connell Drive at Woodman's Avenue - Culvert Upgrade** project due to a significant change in the scope of work. This will include terminating the existing contract at the preliminary engineering stage and entering a new agreement for the remainder of the work.

Background: **O' Connell Drive at Woodman's Avenue - Culvert Upgrade** is funded under the 2017-2020 Multi-year Capital Works Program, to construct a concrete headwall and install a concrete bottom in the existing pipe. Preliminary design determined that lining with a concrete bottom was not an option and full replacement would be required. As a result of this determination, the project scope has expanded well beyond the original scope of work outlined in the original PCA and staff require a new PCA to move forward with this project.

Recommendation: Anderson Engineering has been working on the project since the beginning and staff are of the opinion that it is the best interests of the City that Council approve the termination of the current Standard form of Agreement Between Client (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd) dated February 13, 2018 for Engineering Services for the O' Connell Drive at Woodman's Avenue - Culvert Upgrade , DMA Project No: 17-MYCW-18-00020 and to enter in to a new Standard form agreement for engineering services with Anderson Engineering Ltd.. Staff recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the termination of the existing contract and approve a new Standard form of Agreement between Client (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd.) in the amount of \$80,017.00 for Engineering Services for O' Connell Drive at Woodman's Avenue - Culvert Upgrade.

Options:

1. That the Council of the City of Corner Brook approve the termination of the existing contract and approve a new Standard form of Agreement between Client (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd.) in the amount of \$80,017.00 for Engineering Services for O' Connell Drive at Woodman's Avenue - Culvert Upgrade.



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

2. That the Council of the City of Corner Brook not approve the termination of the existing contract and approve a new Standard form of Agreement between Client (City of Corner Brook) and Prime Consultant (Anderson Engineering Consultants Ltd.) in the amount of \$80,017.00 for Engineering Services for O'Connell Drive at Woodman's Avenue - Culvert Upgrade.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: Estimated Cost: \$80,017.00 of which \$36,673.50 is forwarded from the previous agreement and \$43,343.50 is additional cost.

Environmental Implications: NA

Prepared by: Jim Warford	<div style="background-color: black; width: 100%; height: 100%;"></div>	
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: January 30, 2020		

Additional Comments by City Manager:

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT

CITY OF CORNER BROOK
O'CONNELL DRIVE - WOODMAN'S AVENUE,
CULVERT REPLACEMENT

Anderson Engineering Consultants Ltd.

Project No.: 181491

DMA Project No.: 17-MYCW-18-00020

Funding Program: MYCW 2017-20

AGREEMENT

THIS AGREEMENT made at **the City of Corner Brook**
in the Province of Newfoundland and Labrador, on this day of **Jan 16, 2020**

BETWEEN:

City of Corner Brook
("The Client")

AND:

Anderson Engineering Consultants Ltd.
("The Prime Consultant")

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

I. Definitions

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

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

II. The Prime Consultant's Work

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

III. **Entire Agreement**

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

IV. **Representations and Warranties**

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

V. **Conflict Between Provisions**

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

VI. **Start and Completion Date**

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

Start Date: **Jan 20, 2020**

Completion Date: **Nov 30, 2020**

VII. **Effective Date**

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

VIII. **Paragraph Numbering**

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

IX. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be

considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

City of Corner Brook

Signing Officer

Witness or Signing Officer

Date

Date

Anderson Engineering Consultants Ltd.

Signing Officer

Witness or Signing Officer

Date

Date

SCHEDULE "A"

SCOPE OF WORK BETWEEN PRIME CONSULTANT AND CLIENT

INDEX

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

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

PART 1 **DEFINITIONS**

- 1.1** **Additional Services:** means Consulting Services provided that are additional to the Basic Services as set out in Schedules I and II.
- 1.2** **Authorities Having Jurisdiction (AHJ):** means a person or persons representing these agencies that have authority to provide plan approvals and permits for the purpose of constructing the project.
- 1.3** **Basic Services:** means Consulting Services as outlined in the scope of work defined in Schedules I and II.
- 1.4** **Construction Budget Forecast:** means the Client's estimated Construction Cost including contingencies for cost increases and taxes (HST).
- 1.5** **Construction Cost:** means the contract price(s) of all elements of the project designed or specified by or on behalf of the Prime Consultant including, all applicable taxes. Where there is no contract price for all or part of the project, the Construction Cost shall be the elemental cost analysis using market rates at the estimated time of construction as determined by the Prime Consultant and agreed by the Client. The Construction Cost does not include professional fees, or land acquisition costs.
- 1.6** **Contract:** means an agreement between the Client and the Contractor for the provision of labour, materials and equipment for the construction of the project or part of the project by a Contractor.
- 1.7** **Contractor:** means a person, firm, or corporation contracting with the Client to provide labour, materials and equipment for the construction of the Project or part of the Project.
- 1.8** **Cost Control Services:** means a service to advise and monitor on Project Budget and Construction Budget Forecasts.
- 1.9** **Master Specification:** means Municipal Water, Sewer and Road Specification (a manual developed by the Department of Municipal Affairs) or Master Specification Guide for Publicly Funded Buildings (a specification developed by the Department of Transportation and Works and prepared for the purpose of presenting standards, guidelines, instructions and specifications to use in the delivery of publicly funded projects). Unless otherwise agreed between the parties, the version published on the date of the contract shall be the version applicable to the contract.
- 1.10** **Partial Services:** means Reduced Basic Services as negotiated by the Client with the Prime Consultant.
- 1.11** **Program Advisory Services:** means Consulting Services provided by the Prime Consultant prior to start of Basic Services.

1.12 Project Budget Forecast: means the Client's estimated total expenditure for the project. It includes the construction budget forecast and all other costs to the Client for the project such as, but not limited to, professional fees, taxes (HST) and acquisition costs.

1.13 Sub-Consultant: means Registered Professional Engineer, Architect or other specialist engaged by the Prime Consultant in connection with the project.

PART 2 **RESPONSIBILITIES**

2.1 PRIME CONSULTANT

- .1 The Prime Consultant's services consist of Basic Services and Additional Services which may be required to perform the Work as outlined in Schedules I, II and III.
- .2 The Prime Consultant's services as provided for under and pursuant to this Agreement at and during all phases of the Work shall encompass coordination of all disciplines, quality assurance and documentation control to integrate all services and Sub-Consultant's work. The Prime Consultant shall prepare and submit contract documents in accordance with the Client's requirements, as outlined in Schedules I and IV.
- .3 During the tendering and contract award phase, the Prime Consultant may advise and assist the Client in obtaining bids and awarding construction contracts. The Department of Municipal Affairs' tendering and contract procedures and administrative practices will be followed in the performance of this phase.
- .4 The Client may require the Prime Consultant to provide construction administration services. When required the Prime Consultant's service shall be based upon the scope of work as outlined in Schedule I of this agreement, as agreed between the Client and the Prime Consultant.
- .5 The project completion phase represents the portion of the Basic Services to be provided at the commencement of substantial completion until expiry of the one year Project warranty period. This service includes the provision of record drawings and advice concerning issues arising during this period.
- .6 The Prime Consultant should be aware of its responsibilities under the Occupational Health and Safety Act & Regulations. Notwithstanding any obligation imposed by the Occupational Health and Safety Act & Regulations, the Prime Consultant shall:
 - a) Verify, prior to issuing approval to proceed with the work, that a contractor(s) has a safe work policy and that a site specific health and safety risk assessment & management plan is in place for the project.
 - b) Ensure that key onsite personnel under the employ of the prime Consultant have a reasonable understanding of industry accepted construction practices, including the Occupational Health and Safety Act & Regulations pertaining to the type of work being undertaken.
 - c) Through regular project progress meetings obtain copies of contractor documented safety plan activities at the site, including but not necessarily limited to reporting of events/incidents, minutes of toolbox meetings, and any required actions to be taken as a result of these activities.

- d) Identify unsafe work conditions to the contractor that on site personnel may become aware of, and if necessary report same to the Occupational Health & Safety regulators.
- .7 Cost Control Services are included under the scope of Basic Services to be provided by the Prime Consultant.
- .8 The following schedules apply:
 - Schedule I - Project Description
 - Schedule II - Basic and Other Additional Services Fees
 - Schedule III - Additional Reimbursable Allowances
 - Schedule IV - Project Schedule
 - Schedule V - Other General Requirements

2.2 CLIENT'S RESPONSIBILITIES

- .1 The Client shall give due consideration to documentation submitted by the Prime Consultant and, whenever action is necessary, the Client shall inform the Prime Consultant of the Client's decisions, in a reasonable and timely manner.
- .2 The Client shall authorize persons to act on behalf of the Client with respect to delivery and administration of the project.
- .3 If the Client observes or otherwise becomes aware of any fault or defect in the project or any nonconformity with the requirements of the Contract, the Prime Consultant shall be so notified in writing.
- .4 The Client may provide information regarding the project including: a program, which shall set forth the Client's spatial and functional requirements and relationships. The Prime Consultant is responsible for requesting or providing information that is required to prepare the design and contract documents.
- .5 The Client will provide the Prime Consultant with a Project Budget Forecast.
- .6 The Client shall reimburse the Prime Consultant for procuring information which the Prime Consultant requires for the provision of services necessary to carry out the preparation of design and/or contract documentation when the information is not available upon request from the Client such as site surveys, and hazardous material surveys.
- .7 When the Client supplies the Prime Consultant with information contained within reports or equipment data sheets, the Prime Consultant will not be required to exhaustively check information supplied by the Client to verify the same unless it is requested to do so by the Client. However, if the Prime Consultant observes, or otherwise becomes aware, of any fault or defect in the information supplied to it by the Client, the Prime Consultant shall cause the Client to be notified in writing of any such fault or defect forthwith.

- .8 Where the Prime Consultant has been authorized by the Client to procure or obtain information, the Prime Consultant shall be responsible in seeing that the information provided meets the needs of the Sub-Consultant(s) performing the work under the direction of the Prime Consultant.
- .9 The Client will reimburse the Prime Consultant for other specialist consultants that may be required to carry out quality control services during the project, subject to prior approval of scope of the work and an agreement on the fee or fees payable for the same by the Client.

PART 3 **GENERAL REQUIREMENTS**

3.1 **STAFF**

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

3.2 **SCHEDULE**

- .1 The Prime Consultant has developed and submitted a time schedule for the performance of consultant services on the project (which Schedule has been approved by the Client and is appended as Schedule IV hereto.)
- .2 Unless otherwise agreed to between the parties, the failure by a party to comply with the approved schedule for those aspects of the Work that a party is responsible for may be sufficient cause for the other party to terminate this Agreement, if that failure is not rectified within seven (7) days after the defaulting party is given notice of its default.
- .3 If either party believes that a change in the approved schedule is necessary the party requesting that change shall promptly give notice of that fact to the other party in writing, provide the other party with a revised schedule and the reason(s) why the change is requested for its consideration and request its written approval of the same. Should that approval be forthcoming the revised schedule will become the approved schedule for the project.

3.3 **COST CONTROL**

- .1 The Prime Consultant shall provide Cost Control and Reporting Services to the Client in accordance with the requirements of the Department of Municipal Affairs for project milestones and monthly project status reports.
- .2 If at any time the Prime Consultant considers its estimates indicate costs which exceed the Project or Construction Budget Forecast, the Prime Consultant will immediately advise the Client. If the excess is due to, discretionary design elements under the control of or reasonably foreseeable by the Prime Consultant, or the negligence or default of the Prime Consultant in the performance of this Agreement, the Client may require the Prime Consultant to redesign the project at the Prime Consultant's expense to bring the cost estimate within the approved Project Budget Forecast.

- .3 If the preferred bidder's tender for the project for which the Prime Consultant has prepared and provided the design(s) and provided cost pricing and control services exceeds the Construction Budget Forecast as a result of the negligence or default of the Prime Consultant under this Agreement or is for reasons related to discretionary design elements which are under the Prime Consultant's control or which the Prime Consultant should have reasonably foreseen and could have guarded against, then the Prime Consultant, at no additional cost to the Client, shall redesign to bring the cost within the Construction Budget Forecast and retender.

3.4 CHANGES AND ADJUSTMENT

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

3.5 ERRORS AND OMISSIONS

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

3.6 PRIME CONSULTANT ACTIONS AND DECISIONS

- .1 The Prime Consultant acknowledges that adequate discussion has taken place regarding the Work with the Client and that the Prime Consultant has access to sufficient information to undertake the services contracted for within the Project Budget.
- .2 The Prime Consultant and the Client agrees to act promptly and diligently on all matters within their respective direction and control requiring an action or decision affecting the design, construction or administration of the project.
- .3 Only express approval by the Client shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant. No acceptance or approval by the Client that is implied shall be deemed to relieve the Prime Consultant of professional or technical responsibility for the quality of the project documentation prepared or assembled by the Prime Consultant.
- .4 If the Prime Consultant does not promptly and diligently comply with or fails to meet the requirements of the Client, the Client may without prejudice to any other right or remedy the Client may have by giving the Prime Consultant written notice, and without prejudice to the Client's rights at law or elsewhere in this Agreement, take all such action deemed necessary for the prompt and economical completion of the project, and/or terminate the contract.

3.7 INSURANCE COVERAGE

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

PART 4 BASIS OF PAYMENT SCHEDULE

- 4.1 The Client will pay for Program Advisory Services on the basis of an agreed fixed fee or at agreed per diem rates on the basis of approved level of effort.
- 4.2 The Client will pay for all other services at an agreed fixed fee on the basis of approved level of effort. The Client's Project Budget Forecast will be made available to the Prime Consultant to assist in the evaluation of the level of effort required.
- 4.3 The fee for Basic Services and Additional Services will be apportioned to the phases of service as outlined in Schedule II - "Basic Services and Other Additional Services' Fees".

- 4.4 The fee for Basic Services will also include the management and co-ordination by the Prime Consultant and specialist consulting services as may be requested by the Client. Compensation for specialist or other consulting services will be on the basis of an agreed fixed fee for the level of effort required.
- 4.5 The Client will pay for resident services during construction, when requested, based on an agreed fixed fee amount. The fee amount is to include all payroll costs.
- 4.6 The Client will pay for construction management services, when requested, on the basis of the level of effort required during project implementation based on an agreed fixed fee.
- 4.7 The Client will pay for commissioning services on the basis of an agreed fixed fee. The fee amount shall include level of effort; associated with the preparation of documents and site visits to carry out commissioning activities, as outlined in Schedule I and detailed in the project specification and contract documents.
- 4.8 The Client will pay for the reimbursement of the Prime Consultant's expenses associated with the project at cost as per Schedule "C". Meals, private vehicle usage, private lodgings and other incidental expenses are to be paid on the basis of Government Basic Rates. These rates are HST inclusive and are determined as of the date the expenses are incurred.
- 4.9 The Client will pay for Additional Reimbursable Allowances as provided for in Schedule III - "Additional Reimbursable Allowances". These allowances require supporting documents to be provided for payment.

SCHEDULE I
PROJECT DESCRIPTION

Provide description of project including:

Summary: Provision of engineering consulting services required for the replacement of the existing CMP culvert crossing O'Connell Drive at Woodman's Avenue for the City of Corner Brook.

Goal: To replace the existing CMP culvert crossing O'Connell Drive at Woodman's Avenue with two new culverts and concrete headwall in addition to temporary relocation of existing water and sewer lines and reinstatement of street section.

Scope of Work:

- * Collect field measurements and site information.
- * Complete a detailed design for new twin culverts and concrete headwall, including temporary and permanent relocation of existing subsurface infrastructure. Also, the removal and replacement of the existing road surface.
- * Prepare contract documents including project drawings and specifications for review by City staff.
- * Make adjustments where required and prepare contract documents for tendering.

Deliverables: Deliverables will be a detailed engineering design, contract administration, and inspection services required to complete the stated goal and scope of work.

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	\$	12,000
• Project Completion Phase and Project Record Drawings	\$	
• Other Additional Services:		
• Resident Services during Construction	\$	24,150
o As-Built Drawings	\$	1,000
o Enter Description	\$	
• Prime Consultant Project Expenses for Above Services	\$	
TOTAL BASIC AND OTHER SERVICE FEES	\$	65,880
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE (From Schedule III)	\$	3,700
TOTAL SERVICE FEE (Less HST) (Total Schedules II + III)	\$	69,580
HST	\$	10,437
TOTAL SERVICE FEE (Including HST)	\$	80,017

SCHEDULE III
(Water, Sewer, and Municipal Roads)
ADDITIONAL REIMBURSABLE ALLOWANCES

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

• Site Surveys	\$	
• Geotechnical Investigations	\$	
• Materials Testing	\$	
o Asphalt Extractions	\$	650
o Concrete Testing	\$	1,850
o Compaction Testing	\$	1,200
o Enter Description	\$	
o Enter Description	\$	
• Water Main Leakage Detection	\$	
• Sewer Main Infiltration Detection	\$	
• Enter Description	\$	
• Enter Description	\$	
		<hr/>
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$	3,700

SCHEDULE II
(Buildings & Treatment Facilities)

BASIC AND OTHER ADDITIONAL SERVICES FEES

• 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	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Resident Services during Construction	\$
◦ Enter Description	\$
◦ Enter Description	\$
• Design Services - Segregated Construction Contracts	\$
• Construction Management - Multiple Contracts	\$
• Prime Consultant Project Expenses for Above Services	\$
TOTAL BASIC AND OTHER SERVICE FEES	\$
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCE	
(From Schedule III)	\$
TOTAL SERVICE FEE (Less HST)	\$
(Total Schedules II + III)	
HST	\$
TOTAL SERVICE FEE (Including HST)	\$

SCHEDULE III
(Buildings & Treatment Facilities)
ADDITIONAL REIMBURSABLE ALLOWANCES

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

• Site Surveys	\$
• Geotechnical Investigations	\$
• Materials Testing	\$
• Water Main Leakage Detection	\$
• Sewer Main Infiltration Detection	\$
• Treatment Process Piloting	\$
• Enter Description	\$
• Enter Description	\$
	<hr/>
TOTAL ADDITIONAL REIMBURSABLE ALLOWANCES	\$

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 1: 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
Task 2: 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
Task 3: 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
Task 4: 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
Task 5: Contract Administration	12			120					
Total Hours	12	0	0	120	0	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Contract Administration Total	\$ 1,800.00	\$ -	\$ -	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00

Page 1 of 2

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							23,100.00		
Inspection Services 35 days									
Total Days							35		
Daily Rate Vehicle Expense							\$ 30.00		
Inspection Total	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 24,150.00	\$ -	\$ 24,150.00
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									
Subtotal of Fees									\$ 69,580.00
HST @ 15%									\$ 10,437.00
Total Service Fee (Including HST)									\$ 80,017.00

Table 2 - Engineering Expenses

Fee Proposal for: City of Corner Brook
 Project Name: Eng. Services for Culvert Replacement, O'Connell Drive-Woodman's Avenue

Task Description	Description of Expense	# Sheets	Rate/Sheet	Sub-total	Total
Printing					
Approval Package			\$ 0.25	\$ -	-
Tender Package			\$ 6.00	\$ -	-
Construction Package				\$ -	-
As-Built Drawing Package				\$ -	-
Other :				\$ -	-
				\$ -	-
				\$ -	-
Total Printing Expenses				\$ -	\$ -
Tender Advertisement					
News Paper			Rate/Ad	Subtotal	
Other :				\$ -	-
				\$ -	-
				\$ -	-
				\$ -	-
Total Tender Advertisement Expenses				\$ -	\$ -
Mileage Expenses					
Pre-Engineering		kms	Rate/km	Subtotal	
General Administration				\$ -	-
Residential Administration				\$ -	-
Other : Inspection				\$ -	-
				\$ -	-
				\$ -	-
Total Mileage Expenses				\$ -	\$ -
Meal Expenses					
Pre-Engineering		Unit	Rate/Meal	Subtotal	
General Administration				\$ -	-
Residential Administration				\$ -	-
Other :				\$ -	-
				\$ -	-
Total Meal Expenses				\$ -	\$ -

Table 2 - Engineering Expenses

Accommodations	Unit	Rate/Night	Subtotal
Pre-Engineering			\$ -
General Administration			\$ -
Residential Administration			\$ -
Other : Inspector			\$ -
Project Engineer			\$ -
Total Accommodation Expenses			\$ -
Equipment Expenses	Day	Rate/Day	Subtotal
			\$ -
			\$ -
			\$ -
			\$ -
Total Equipment Expenses			\$ -
Lab. Testing Expenses			
Sieve Analysis			\$ -
Proctor			\$ -
Asphalt Gradation			\$ -
Compaction Testing			\$ 1,200.00
Liquid Asphalt Content			\$ 650.00
Concrete Testing			\$ 1,850.00
			\$ -
			\$ -
Total Lab Expenses			\$ 3,700.00
Postage/Courier Charges			
Other - Commissioning		\$ 0.37	\$ -
Estimated Project Expenses			\$ 3,700.00
HST @ 15%			\$ 555.00
Total Estimated Expenses(Including HST)			\$ 4,255.00

SCHEDULE IV PROJECT SCHEDULE

Complete a site survey and collect field information
for the O'Connell Drive - Woodman's Ave. intersection. Jan 21, 2020 to Jan 22, 2020

Design twin culverts and reinforced concrete headwall
including approximately 100 meters of culvert.
Removal and replacement of subsurface infrastructure
and removal and replacement of street cross section. Jan 20, 2020 to Jan 27, 2020

Complete construction drawings, a schedule of
quantities and a preliminary cost estimate required
to complete the project for review by City of Corner
Brook staff. Jan 28, 2020 to Jan 31, 2020

After review, revise the project drawings, schedule
of quantities, preliminary cost estimate in addition to
the project specifications for tendering the project. Feb 3, 2020 to Feb 6, 2020

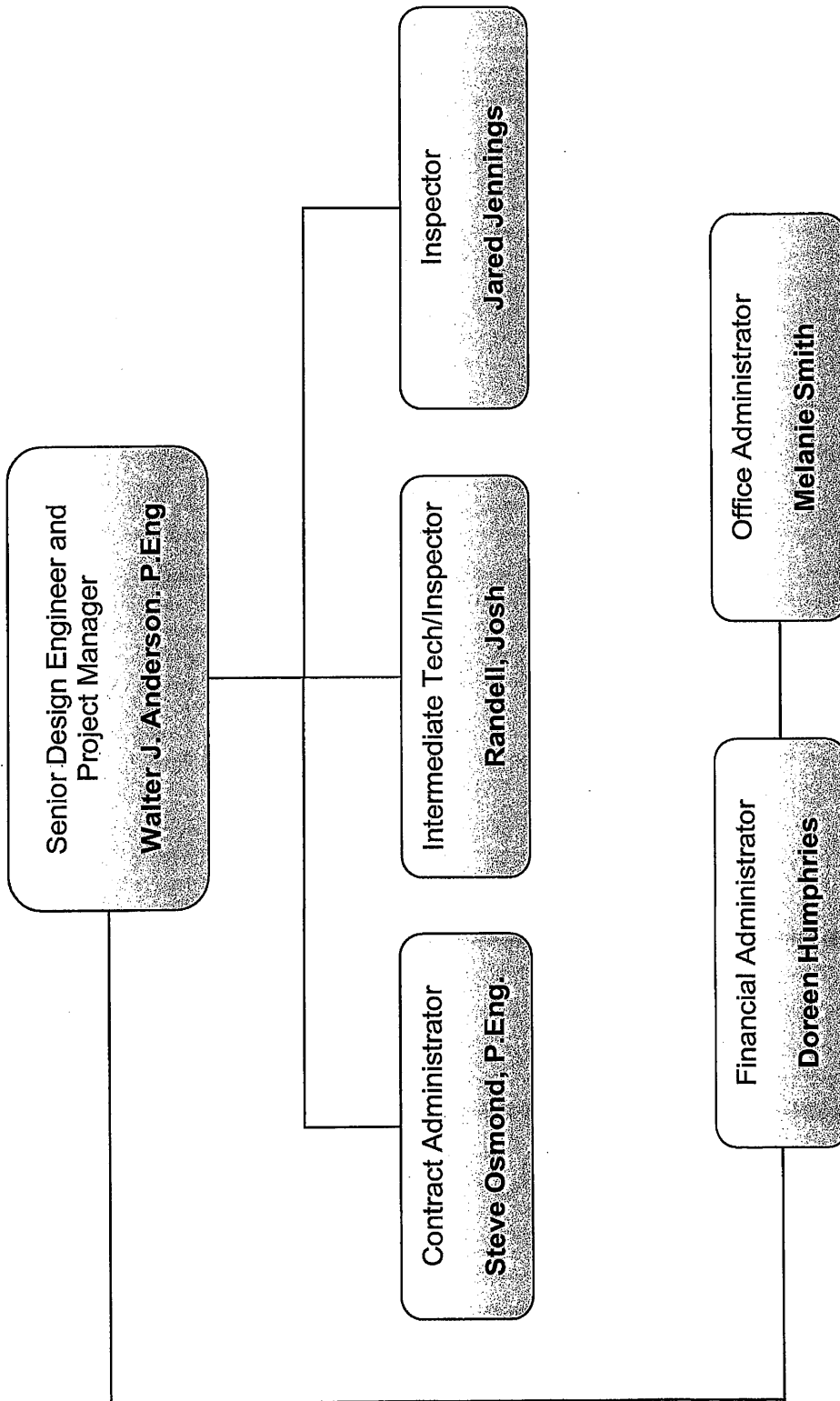
The contract administration, inspection services and completion of as-built drawings will be contingent
on the tender award date and start of construction.

**SCHEDULE V
OTHER GENERAL REQUIREMENTS**

Attach the following:

- List of proposed Sub-Consultants
- Organization Chart
- List of Key Staff and per diem rates
- List of assigned staff and per diem rates
- Identification of number of person site visits and costs per site visit.
- Enter Description
- Enter Description

Anderson Engineering Consultants Ltd.
Organization Chart
2020



**List of Key Staff and Per Diem Rates
(Also Assigned Staff)**

				Bill out rates*	
	Name	Classification	Hourly rate	Regular	Overtime
1	Anderson W.J., P.Eng.	Project Manager	-	150.00	150.00
2	Osmond, Steve	Contract Administrator		85.00	85.00
3	Randell, Josh	Intermediate Tech/Inspector	-	70.00	70.00
4	Jennings, Jared	Inspector	-	55.00	55.00
5	Smith, Melanie	Office Administrator	-	45.00	45.00
6					
7					
8					
9					
10					

Bill out rates* = (hourly rate + payroll burden) x multiplier for regular time or
 (hourly rate + reduced payroll burden) x multiplier for overtime
 multiplier for overtime hours.

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

All Special Terms and Conditions must be reviewed by both the Department of Municipal Affairs and Department of Justice, Government of Newfoundland and Labrador.

Enter Special Terms and Conditions

OR

1. No Special Terms and Conditions

SCHEDULE "C"

GENERAL TERMS AND CONDITIONS

Article - 1. PAYMENT

1.1 Consideration

It is agreed and understood that payments made for the satisfactory performance of the Work pursuant to this Agreement shall be made in accordance with 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, Sixty-Nine Thousand, Five Hundred Eighty Dollars

(\$ 69,580) (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 \$ 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 Thousand, Seventeen Dollars.
- (\$ 80,017).
- (b) The Prime Consultant shall remain obligated to complete the Work notwithstanding that the actual costs of the Prime Consultant, whether in respect of professional services or in respect of costs or expenses incurred, may exceed the total aggregate sum set out in Article 1.3(a).
- (c) The Parties agree and confirm that as set out in section 25(6) of the *Financial Administration Act*, RSNL 1990 cF-8, as amended, all fees payable in accordance with this Agreement are subject to there being an appropriation for the work for the fiscal year in which payment under this Agreement is due.
- (d) Payment will be made within 60 calendar days of receipt of a properly documented invoice. The Client shall within thirty (30) days of the execution of this Agreement should the Prime Consultant request the same provide direction to the Prime Consultant as to what constitutes a properly documented invoice.
- (e) All invoices shall clearly show the amount of HST billed by the Prime Consultant as a separate item.

- (f) The Prime Consultant shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Prime Consultant as may be reasonably required for the purposes of the Client's internal accounting systems. The Prime Consultant agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.
- (g) The Client shall not be responsible to pay any amounts invoiced by the Prime Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Prime Consultant is responsible.
- (h) The Prime Consultant shall submit invoices to the Client:
City of Corner Brook
P.O. Box 1080
Corner Brook, NL A2H 6E1

Article - 2. INFORMATION SUPPLIED BY THE CLIENT

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

Article - 3. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 3.1 For the purposes of this Article "Confidential Information" means:
 - (a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;
 - (b) all information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the services or in any way related thereto;

- (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL 2002 cA-1.1, to mean recorded information about an identifiable individual, including,
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,
 - (v) the individual's fingerprints, blood type or inheritable characteristics,
 - (vi) information about the individual's health care status or history, including a physical or mental disability,
 - (vii) information about the individual's educational, financial, criminal or employment status or history,
 - (viii) the opinions of a person about the individual, and
 - (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Prime Consultant, the Prime Consultant's employees, servants and/or agents during the performance of the Services or in any way related thereto;
- (e) all information that is developed based upon Confidential Information including the work product of the Prime Consultant, the Prime Consultant's employees, servants and/or agents; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Prime Consultant was or thereafter became part of the public domain through no act or omission of the Prime Consultant or the Prime Consultant's Representatives; or
 - (ii) is information which the Prime Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Prime Consultant free of obligations of confidentiality to the Client.

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

upon becoming aware that such disclosure is required. Where circumstances do not permit the Prime Consultant to provide such notice prior to disclosure, the Prime Consultant shall provide such notice to the Client immediately after the required disclosure.

- 3.3 The Prime Consultant shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 3.4 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Prime Consultant in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Prime Consultant a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Prime Consultant pursuant to the terms of this Agreement. The Prime Consultant acknowledges that the Client's right to this information shall at all times be paramount to any rights of the Prime Consultant, at law or in equity, and that the Prime Consultant's remedies against the Client for the Client's breaches under this Agreement do not include the right to deprive the Client of access to the Client's information in the Prime Consultant's possession.
- 3.5 The Prime Consultant shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Prime Consultant, the Prime Consultant's employees, servants and/or agents, and shall certify the destruction of same to the Client. However, nothing in this Agreement shall preclude the Prime Consultant's privilege to retain copies of documents provided to it or prepared by it in connection with the Work, provided such documents are kept in a secure manner, are used by the Prime Consultant solely for the purposes of defending itself against claims arising from the Work of the Contract, and that the aforesaid documentation is destroyed or returned to the Client at the end of all limitation periods for commencing any action in connection with the Work or upon the conclusion or settlement with finality of any claim or action with respect to the Work.
- 3.6 The Prime Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Prime Consultant, the Prime Consultant's employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL 2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Prime Consultant's operation. The Prime Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Prime Consultant, and the Prime Consultant's employees, servants and/or agents.

3.7 The Prime Consultant shall ensure that it, and the Prime Consultant's employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

- (a) at a minimum, using the same level of physical and electronic security as the Prime Consultant employs to avoid disclosure or dissemination of the Prime Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of the Prime Consultant's employees, servants or agents other than those who are required to have access to the same to properly perform the services under this Agreement;
- (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
- (c) ensure all employees, servants and/or agents of the Prime Consultant comply with all policies, standards and safeguards established under this Article;
- (d) advise the Client of any changes in the Prime Consultant's security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client's consent prior to such changes; and
- (e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule "D", unless otherwise advised by the Client, and this includes:
 - (i) complying with all alterations or updates of Schedule "D" as may be provided to the Prime Consultant from time to time; and
 - (ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule "D" and this Article.

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

3.9 The Prime Consultant shall:

- (a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Prime Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Prime Consultant;

- (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
- (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
- (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information; and
- (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the Department of Justice website at: <http://www.justice.gov.nl.ca/just/info/privacybreach.html>

Article - 4. EMPLOYEES OF THE PRIME CONSULTANT

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

Article - 5. ACCESS TO FACILITIES

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

Article - 6. RECORDS AND AUDIT

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

Article - 7. TERMINATION

- 7.1** This Agreement is deemed to be concluded once the Work has been completed to the satisfaction of the Client and the payment(s), as stipulated in the Agreement, has been issued to the Prime Consultant.
- 7.2** Notwithstanding the provisions of this Agreement, either of the Parties may at any time by way of fourteen (14) days written notice to the other, terminate this Agreement.
- 7.3** Where this Agreement is terminated prior to the mutually agreed upon completion date, the Prime Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Prime Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

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

Article - 8. NOTICES

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

For the Client:

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

Phone: (709) 637 - 1626

Fax: (709) 637 - 1502

Email: jwarford@cornerbrook.com

For the Prime Consultant:

Walter J. Anderson, P.Eng., President
 Anderson Engineering Consultants Ltd.
 Suite 103, 3 Union Street
 Corner Brook, NL A2H 5M7

Phone: (709) 634 - 9944

Fax: (709) 634 - 9945

Email: andersoneng.wa@nfld.net

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

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

Article - 9. LIABILITY

9.1 The Prime Consultant agrees that in performance of the Work neither the Prime Consultant nor any Prime Consultant's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

9.2 The Client shall not be liable for, and the Prime Consultant shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the negligence or default of the Prime Consultant under this Agreement, including the negligence or default of any Sub-Consultant chosen by the Prime Consultant. Except to the extent that such losses, costs, charges or expenses as are referenced in this clause are caused by the negligence or default of the Client under this Agreement, the Prime Consultant shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Where the Prime Consultant fails to defend such an action, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Prime Consultant.

Article - 10. COMPLIANCE WITH LAW

10.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Prime Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.

10.2 The Prime Consultant shall ensure that the Prime Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Prime Consultant or the Prime Consultant's Representatives in the performance of the Work.

Article - 11. ARBITRATION

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

Article - 12. LAWS GOVERNING

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

Article - 13. USE OF WORK

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

Article - 14. CONFLICT OF INTEREST

- 14.1** No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.
- 14.2** The Prime Consultant and the Prime Consultant's Representatives:
 - (a) shall conduct all duties related to this Agreement with impartiality;

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

Article - 15. SUB-CONTRACTORS

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

Article - 16. GENERAL

- 16.1** Articles 3 and 9 of this Agreement shall survive the termination or expiration of this Agreement.
- 16.2** Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.
- 16.3** Time shall be of the essence of this Agreement.
- 16.4** The failure of the Client to insist upon or enforce in any instance strict performance by the Prime Consultant of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.
- 16.5** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 16.6** The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 16.7** This Agreement shall enure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- 16.8** The Prime Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

SCHEDULE D

Protocols for Security of Government Information on Information Technology Assets of Contractors

The Prime Consultant should confirm with the Client and Department of Municipal Affairs whether the Prime Consultant will be required to use information technology resources, including computers, of the Client or the Government of Newfoundland and Labrador in the conduct of the work under the Contract. The following requirements apply where the Prime Consultant will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client or Government of Newfoundland and Labrador ("Government") and will be storing, manipulating or accessing that Confidential Information on the Prime Consultant's own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
- Unless specifically authorized by the Prime Consultant's Contract or otherwise, the Prime Consultant is not permitted to attach non-government computers or other information technology systems to any Client or Government network.
- The Prime Consultant is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
- The Prime Consultant is not permitted to use any Peer to Peer file sharing program (e.g., Limewire, etc) or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
- Where a Prime Consultant will be granted access to the Client or Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
 - Share personal computer drives or folders on a computer accessing the network; or
 - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Prime Consultant and all employees, servants and/or agents or permitted Sub-Consultants of the Prime Consultant, and it is the responsibility of the Prime Consultant to ensure that all such employees, servants and/or agents or permitted Sub-Consultants are aware of these restrictions and are in compliance herewith.
- For the purposes of Schedule D, routine exchanges of design and construction information between the Client, the Prime Consultant and the Prime Consultant's Sub-Consultants that is of a non confidential nature need not be encrypted.

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 1 Site Survey and Collection of Field Information to Identify the Location of Existing Infrastructure	1				5				
Total Hours		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
Task 2 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
Task 3 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
Task 4 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
Task 5 Contract Administration	12			120					
Total Hours	12	0	0	120	0	0	0	0	
Rate/Hr	\$ 150.00			\$ 85.00	\$ 70.00	\$ 45.00			
Contract Administration Total	\$ 1,800.00	\$ -	\$ -	\$ 10,200.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00

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 35 days							\$ 660.00 (Daily Rate)		\$ 23,100.00
Vehicle Expense for 35 days									
Inspection Total							\$ 30.00 (Daily Rate)		\$ 1,050.00
Task 7									
As-Built Drawings	\$ -	\$ -	\$ -		\$ -	\$ -		\$ -	\$ 24,150.00
	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									
Subtotal of Fees									\$ 69,580.00
HST @ 15%									\$ 10,437.00
Total Service Fee (Including HST)									\$ 80,017.00

List of Key Staff and Per Diem Rates
(Also Assigned Staff)

				Bill out rates*	
	Name	Classification	Hourly rate	Regular	Overtime
1	Anderson W.J., P.Eng.	Project Manager	-	150.00	150.00
2	Osmond, Steve	Contract Administrator		85.00	85.00
3	Randell, Josh	Intermediate Tech/Inspector	-	70.00	70.00
4	Jennings, Jared	Inspector	Per Day	660.00	660.00
5	Smith, Melanie	Office Administrator	-	45.00	45.00
6					
7					
8					
9					
10					

Bill out rates* = (hourly rate + payroll burden) x multiplier for regular time or
(hourly rate + reduced payroll burden) x multiplier for overtime
multiplier for overtime hours.



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

Subject Matter: Waste Diversion Funding Agreement with the Multi-Materials Stewardship Board (MMSB)

Report Information

Department: Community, Engineering, Development & Planning

Attachments: Funding Agreement

Prepared By: Andrew King

Council Meeting Date: 3 February 2020

Issue: Council approval is required to enter into an agreement with the Multi-Materials Stewardship Board (MMSB) of Newfoundland and Labrador.

Background: The City has identified the opportunity for community gardens as a desirable goal for the City's development. Based on consultation with the Western Environment Centre, lead partner for the City's community garden network, and through the recommendation of City staff, it was identified that an expanded garden network would require neighborhood compost facilities.

The MMSB has a mandate to support projects which aim to divert materials from the waste stream entering provincial landfills. They have identified organic materials as one of the leading opportunities for diversion. Given that this mandate aligns with the goals of the City's community garden project, City staff applied for the total amount of \$10,000 available through the MMSB's Waste Management Trust Fund for Community Waste Diversion Projects.

The execution of this project will benefit the City in many ways, including but not limited to:

- Diversion of organic waste from regional waste management facilities;
- Increased environmental sustainability and better community food security;
- Enhanced social cohesion at the neighborhood level;
- Enhanced and greater use of public space
- Public education on food production, composting, and environmental values

Recommendation:

After reviewing the documentation provided with the application, it is the opinion of staff that entering in to this agreement would provide the benefits noted above and also would contribute to the continued sustainable development of the City.

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



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

Be it resolved that the Council of the City of Corner Brook enter in to the attached funding agreement with the Multi-Materials Stewardship Board, and by doing so authorize staff to execute the terms of the agreement in carrying out the community garden and compost project.

Options:

1. That the Council of the City of Corner Brook enter in to the attached funding agreement with the Multi-Materials Stewardship Board, and by doing so authorize staff to execute the terms of the agreement in carrying out the community garden and compost project.
2. That the Council of the City of Corner Brook not enter in to the attached funding agreement with the Multi-Materials Stewardship Board, and by doing so authorize staff to execute the terms of the agreement in carrying out the community garden and compost project.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications: NA

Budget/Financial Implications: NA

Environmental Implications: NA

Prepared by: Andrew King	
Director: Darren Charters	
City Manager: Rodney Cumby	
Date: 30 January 2020	

Additional Comments by City Manager:

January 27, 2020

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

Dear Mr. Cumby,

Re: Newfoundland and Labrador Waste Management Trust Fund, Community Waste Diversion Project

I am very pleased to advise you that your proposal submitted under the 2019-20 Community Waste Diversion Fund intake has been approved for **\$10,000**.

Attached you will find an electronic copy of the Contribution Agreement between **The City of Corner Brook** and MMSB. A copy of this Agreement must be signed by the appropriate official within your organization and returned (scanned and emailed or faxed) to MMSB before any funds can be released for your project. Payment Conditions of the Contribution are outlined in the attached Contribution Agreement.

Please review the Contribution Agreement carefully, drawing specific attention to **Section 4.3** for eligible expenses, as well as **5.3** and **5.6** for information on the first disbursement. In short, these Sections state that the following documents must be provided prior to the first disbursement of funds:

- documentation demonstrating the commitment of additional funding partners (where applicable);
- a minimum of three quotations from legitimate suppliers or dealers for the purchase of equipment/capital/services over \$500; and
- proof of public liability and property damage insurance for projects involving the purchase of equipment/capital.

Please also draw specific attention to Sections **6.1** and **6.2** for purposes of final reporting and payment conditions for the final disbursement. Also note that all inquiries regarding communications activities related to the funded project should be directed to the Business Development Officer on moton@mmsb.nl.ca.

If you have any questions or wish to discuss any of the terms and conditions of the Agreement, please contact me at 709-757-0782. On behalf of the MMSB, I extend my best wishes for every success with your project.

Sincerely,



Mfon Oton
Business Development
MMSB



**MULTI-MATERIALS STEWARDSHIP BOARD
SOLID WASTE MANAGEMENT INNOVATION
PROJECT FUNDING
CONTRIBUTION AGREEMENT**

THIS AGREEMENT dated this 27th day of January 2020

BETWEEN: MULTI-MATERIALS STEWARDSHIP BOARD (MMSB)

- and -

The City of Corner Brook

(the Recipient)

WHEREAS:

1. MMSB administers The Newfoundland and Labrador Waste Management Trust Fund on behalf of the *Minister of Municipal Affairs and Environment* (the “**Minister**”), under the terms of which MMSB is authorized by the Minister to make contributions to persons in the position of the Recipient to help them carry out approved waste management initiatives in the Province of Newfoundland and Labrador;
2. The Recipient intends to carry out a waste management initiative and has presented a project proposal, as set out in the attached Schedule A (the “**Approved Project Proposal**”), to MMSB which the Minister has approved upon the recommendation of and with conditions as may be set out by MMSB; and
3. MMSB is willing to make a contribution to the Recipient to help the Recipient in the manner and upon the terms and conditions hereinafter set forth.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each of the parties), MMSB and the Recipient agree as follows:

1. **DEFINITIONS**

In this Agreement, including the above recitals, the following terms shall have the meanings set forth below, unless the context or subject matter is inconsistent therewith, and grammatical variations of such terms shall have corresponding meanings.

“Applicable Laws” means all laws, statutes, by-laws, regulations, ordinances, guidelines and requirements of Governmental Authorities, and all amendments thereto, at any time and from time to time in force in the Province of Newfoundland and Labrador.

“Approved Project Proposal” means the written proposal dated October 21, 2019 delivered to MMSB by the Recipient attached as Schedule A.

“Assessment Criteria” means the “Community Waste Diversion Fund” Program Guide and Terms of Reference” attached as Schedule B.

“Commencement Date” has the meaning given in section 2.3.

“Contribution” has the meaning given in section 4.1.

“Crown” means the Government of Newfoundland and Labrador.

“Crown Corporation” means a corporation which (i) is established by legislation as an agent of the Crown, or (ii) has the Government of Newfoundland and Labrador or one of its wholly owned corporations as its sole shareholder.

“Eligible Expenditures” shall have the meaning given in section 4.3.

“Immediate Family” means child, stepchild, ward, spouse, parent, brother and/or sister.

“Governmental Authorities” means any government, regulatory body, governmental department, bureau, agency, board, tribunal, Crown Corporation, licensing body, court, judicial body, arbitral body or any other law-making body having jurisdiction in the Province of Newfoundland and Labrador.

“Minister” means the Minister of Municipal Affairs and Environment.

“Parties” means each of MMSB and the Recipient, and **“Party”** means either one of them.

“Provincial Waste Management Strategy” means the waste management strategy of the Government of Newfoundland and Labrador as may be developed and amended from time to time.

“Termination Date” has the meaning given in section 2.4.

2. **THE PROJECT**

- 2.1 The objective(s) of the Project are as set out in the Approved Project Proposal and otherwise specified in this Agreement.
- 2.2 The Recipient shall proceed diligently in an efficient and professional manner, using qualified personnel, to carry out the Project in accordance with the Approved Project Proposal and the terms of this Agreement.
- 2.3 The Recipient shall commence the Project by March 2, 2020 (“**Commencement Date**”).
- 2.4 The Recipient shall complete the Project no later than April 30, 2021 (“**Termination Date**”).

3. **THE AGREEMENT**

This Agreement and the Approved Project Proposal contain the entire understanding between the Parties and supersede any prior understandings and agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of the Parties.

4. **THE CONTRIBUTION**

- 4.1 Subject to the provisions of this Agreement, MMSB will provide financial support to the Recipient in the amount of \$10,000.00 (the “**Contribution**”).
- 4.2 Expenditures shall not include work performed by the recipient, a member of the immediate family of the Recipient, by a member of the immediate family of a shareholder or director of the Recipient, or by a member of the immediate family of a partner, associate, consultant or committee member of the Recipient for this Project, unless the prior written approval of MMSB has been obtained.
- 4.3 For purposes of this Agreement, “**Eligible Expenditures**” shall be those expenditures approved by MMSB as set out in the Approved Project Proposal and the “**Assessment Criteria**” or as may otherwise be approved by MMSB in writing. As per the Approved Project Proposal, Eligible Expenditures shall include compost tumblers.
- 4.4 Claims for daily per diems and mileage must be consistent with the basic automobile reimbursement rate as prescribed by the Government of Newfoundland and Labrador. If the Recipient has any concerns or questions with respect to whether an expenditure is an Eligible Expenditure, it shall contact MMSB and receive written direction.

5. **PAYMENT CONDITIONS**

- 5.1 If the Recipient has not started the Project within two months of the Commencement Date set out in this Agreement, MMSB may cancel the Agreement in accordance with Section 10.2, in which case MMSB shall not be liable to the Recipient for any costs or losses, whatsoever, which may arise from the cancellation. It shall be the Recipient's obligation to provide MMSB with demonstrable evidence that the Project has started.
- 5.2 The Contribution shall be used by the Recipient in accordance with the Approved Project Proposal and the terms of this Agreement.
- 5.3 The Recipient shall receive 50% of the Contribution upon; execution of the Contribution Agreement (duly signed by the Recipient), documentation demonstrating the formal commitment of all additional funding partners identified in the Approved Project Proposal, receipt of all permits and financial documents requested by MMSB, quotes for eligible equipment/capital purchases, and certification in writing by the Recipient to MMSB that the Project has started in accordance with Sections 2.3 and 5.1 of this Agreement.
- 5.4 The Recipient shall receive subsequent payments of the Contribution upon receipt and approval by MMSB of reports:
 - (a) demonstrating the progress of the project against the progress set out in the project proposal; and
 - (b) including, where applicable, invoices and receipts of expenses incurred by the date of the report.
- 5.5 MMSB shall not contribute to any cost incurred by the Recipient prior to the Commencement Date of this Agreement.
- 5.6 To the extent the Recipient intends to enter into a third-party contract with a contractor, supplier or dealer for goods and services related to the implementation of the Project, the Recipient shall, unless otherwise authorized in writing by MMSB, obtain a minimum of three quotations from legitimate contractors, suppliers or dealers by direct written quotation.

6. **REPORTING**

- 6.1 All recipients are required to submit a final report upon completion of the project. This report must include:
 - (a) the results of the project against the objectives of the proposal;
 - (b) all invoices and receipts for expenses incurred throughout the project; and
 - (c) validation that the Recipient has met its obligations as set out in this agreement.

- 6.2 The Recipient shall also submit an annual evaluation report to MMSB inclusive of data on weight or volume of material diverted for the five years following the Commencement Date.

7. **ADDITIONAL ASSISTANCE**

The Recipient shall inform MMSB in writing of any additional federal, provincial, municipal or private sector financial assistance to be received by the Recipient for the Project (as outlined in the Approved Project Proposal) no later than the day that such assistance has been approved. MMSB shall have the right to adjust the amount of the Contribution accordingly.

8. **REPRESENTATIONS AND WARRANTIES**

- 8.1 The Recipient represents warrants and covenants with MMSB as follows, and acknowledges and recognizes that MMSB, in deciding to make the Contribution, has relied on the truthfulness and completeness of the information provided by the Recipient, its representatives and agents:

- (a) the Recipient has the capacity to enter into this Agreement, and that the execution, delivery and performance of this Agreement by the Recipient has been duly authorized, and constitutes a valid and binding obligation on the Recipient, enforceable in accordance with its terms;
- (b) the contents of the Approved Project Proposal are true and accurate, and no material information has been omitted by the Recipient;
- (c) the Recipient shall be responsible for all financial and operational obligations and risks associated with or arising from the Project, other than for the Contribution made by MMSB, and nothing in this Agreement shall be interpreted to suggest that MMSB has agreed to provide or consider any other funding to the Project or any expansion thereof;
- (d) the Recipient has or will obtain all the necessary permits, licenses, operating certificates and regulatory approvals required by Governmental Authorities to carry out the Project;
- (e) the Recipient will maintain in good standing, at its own cost, all permits, licenses, operating certificates, and regulatory approvals required from Governmental Authorities for the purpose of carrying out the Project and its obligations under this Agreement;
- (f) the Recipient will comply with all Applicable Laws; and
- (g) the Recipient will ensure that any and all capital assets acquired to carry out

the Project are in good repair, reasonable wear and tear excepted, and are maintained and operated in accordance with all Applicable Laws.

9. AUDIT AND EVALUATION

- 9.1 The Recipient shall permit any authorized representative of MMSB reasonable access to the premises of the Recipient, or wherever the Project is being carried out, for the purpose of assessing the progress of the Project and evaluating its effectiveness.
- 9.2 For two (2) years after the Termination Date of this Agreement, and at the Recipient's expense, the Recipient shall:
- (a) preserve and keep available for audit and examination by MMSB proper books, accounts, records, invoices, receipts and vouchers of the Project; and
 - (b) supply such data promptly, upon request or allow a representative of MMSB to make copies and take extracts from the documentation related to this Project and its results as MMSB may require.
- 9.3 MMSB reserves the right to require an audit at its own expense and/or at its own expense inspect any and all records of the Recipient, for the sole purpose of determining whether there has been compliance with this Agreement subject to the duties of the Recipient to protect personal information under ATIPPA

10. DEFAULT AND RECOVERY

- 10.1 The following constitute events of default under this Agreement:
- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
 - (b) an order is made, or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
 - (c) in the opinion of MMSB, the Recipient ceases to carry on business;
 - (d) the Recipient has wilfully submitted false or misleading information or has made misrepresentations to MMSB;
 - (e) the Recipient purposefully makes false/misleading statements concerning assistance by MMSB in a prospectus or other public document related to the Project;

- (f) the Recipient has not met or is in breach of a term or condition in this Agreement and the Recipient does not satisfy the outstanding term or condition within 10 days after notice is given to the Recipient by MMSB or such other period beyond 10 days that MMSB may prescribe at its sole discretion; or
- (g) the continued provision of funds to the Recipient would pose a level of direct or indirect risk or exposure to MMSB which MMSB in its sole discretion considers to be unreasonable.

10.2 If an event of default has occurred, or in the opinion of MMSB is likely to occur, MMSB may exercise (in addition to any other right or remedy it may have at law or equity) one or more of the following options:

- (a) suspend any obligation by MMSB to pay contribute or continue to contribute to the Eligible Expenditures of the Project, including any obligation to pay an amount owing before the date of such suspension;
- (b) terminate this Agreement, and/or in the alternative, terminate any obligation by MMSB to contribute or continue to contribute to the Eligible Expenditures of the Project, including any obligation to pay an amount owing before the date of such termination; or
- (c) require the Recipient to repay all or part of the payments made by MMSB forthwith to MMSB, and such amount shall be considered a debt due to MMSB and may be recovered as such under the laws of the Province of Newfoundland and Labrador.

10.3 Where a Contribution is made to a Recipient and MMSB determines that the Recipient is not entitled to a Contribution, or the amount of a Contribution paid to the Recipient exceeds the amount to which the Recipient is entitled, the amount of the Contribution, or the excess, will upon demand by MMSB, constitute a debt due to MMSB and will be recovered as such under the laws of the Province of Newfoundland and Labrador. All legal costs of MMSB incurred in recovering these amounts will be payable to MMSB by the Recipient on a solicitor and his own client basis.

11. INSURANCE

The Recipient covenants and agrees with MMSB that: (i) the capital assets acquired to carry out the Project shall be insured in an amount equal to its replacement cost less depreciation; and (ii) the Recipient shall carry public liability and property damage insurance coverage of a form and in an amount which the Recipient considers to be reasonable in the circumstances given the business it is conducting. Such insurance shall be placed with a reputable insurer licensed to issue insurance in the Province of Newfoundland and Labrador. Prior to MMSB advancing the first 50% of the Contribution as specified in Section 5.3, the Recipient shall provide MMSB with copies of the actual insurance policies.

12. **COMMUNICATIONS**

- 12.1 (a) The Recipient herein consents to a public announcement of this Project by or on behalf of MMSB in the form of a news release or otherwise.
- (b) If a public announcement is to be made, MMSB will inform the Recipient of the date of the announcement and the Recipient shall maintain the confidentiality of this Agreement until such date.
- 12.2 The Recipient shall explore a variety of other public communications opportunities where appropriate to promote the Project. All such public communications with respect to the Project shall receive prior approval by MMSB and shall acknowledge MMSB's participation and contain any other requirements as may be set out by MMSB.

13. **NOTICE**

- 13.1 Any notice or correspondence to MMSB shall be addressed to MMSB:

MMSB
 21 Kings Bridge Road
 St John's, NL A1C 3K4
 Email: moton@mmsb.nl.ca
 Attention: Business Development Officer
 or to such other address as designated by MMSB in writing.

- 13.2 Notice to the Recipient shall be addressed to:

The City of Corner Brook
 5 Park Street
 P.O. Box 1080
 Corner Brook, NL A2H 6E1
 Attn: Rodney Cumby
 Email: rcumby@cornerbrook.com
 or to such other address as designated by the Recipient in writing.

- 13.3 Any notice to MMSB or the Recipient with respect to this Agreement will be considered to be given if delivered or sent by letter (postage or other charges prepaid), to MMSB or the Recipient at the addresses as given in this Agreement (or other addresses designated in writing by MMSB or the Recipient). Any notice delivered by hand, shall be deemed to have been received on delivery; any notice mailed shall be deemed to have been received eight calendar days after being mailed; any notice sent by email shall be deemed to have been received on delivery.

14. **INDEMNITY**

14.1 The Recipient shall indemnify, defend and save harmless MMSB, its officers, directors and employees in respect of any claim, loss, damage or expense or the like, whatsoever, relating to or arising from:

- (a) any injury or death of a person, or loss of or damage to property, or consequential loss caused or alleged to be caused as a result of the Agreement or the Project;
- (b) any lien, attachment, charge, encumbrance or similar claim upon any property vested in MMSB and/or the Province of Newfoundland and Labrador under this Agreement;
- (c) any use or infringement of a patented invention or copyright or any other intellectual property right in performing the Agreement or as a result of the use of the intellectual property generated, prepared or created by the Recipient pursuant to the Project or otherwise, by MMSB; and
- (d) any claims for severance, wrongful dismissal, years of service or other employee related benefits arising from the employment and/or termination of staff.

15. **ALTERNATIVE DISPUTE RESOLUTION**

In the event of a dispute between MMSB and the Recipient arising out of this Agreement, MMSB and the Recipient agree to explore resolution through negotiation or other appropriate dispute resolution procedures for a time period of up to 30 days before resorting to litigation except where the matter is of an urgent nature requiring earlier intervention by a court order

16. **PROJECT CHANGES**

The Recipient shall not make any changes to the Project without the prior written consent of MMSB.

17. **THE ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings and agreements between them respecting the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto which are not fully expressed herein. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the written consent of all parties to this Agreement.

18. **INTELLECTUAL PROPERTY**

All intellectual property including, but not limited to, reports, studies, copyright, trademarks and patents arising from the Project shall be vested in the Recipient.

19. **GENERAL**

- 19.1 **Independent Contractors.** MMSB and the Recipient declare that nothing in this Agreement shall be construed as creating an “Association,” “Joint Venture,” “Agency,” or “Partnership” relationship between MMSB and the Recipient. For greater certainty and further to the requirements of the Recipient with respect to communications set out in Section 11, the relationship between MMSB and the Recipient shall not be described by the Recipient in any communication as an “Association,” “Joint Venture,” “Agency,” or “Partnership.”
- 19.2 **Binding Effect.** This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective heirs, legal representatives, successors, administrators and permitted assigns.
- 19.3 **Severability.** In the event that in any legal proceedings before a competent tribunal, board, or court commission in any jurisdiction it is determined that any clause or part of this Agreement is invalid or unenforceable, such clause or part thereof shall be deemed to be severed from the remainder of this Agreement for the purpose only of the legal proceedings in question and this Agreement shall otherwise remain in full force and effect.
- 19.4 **Assignment.** This Agreement shall not be assigned by the Recipient in part or in whole without the prior written consent of MMSB. MMSB may assign this Agreement at any time. This Agreement is binding on the Recipient and its successors and assigns provided that if the Recipient is one individual, or the last surviving individual of more than one individual Recipient, the Agreement shall terminate unless a substitute Recipient acceptable to MMSB who becomes a party to the Agreement can be identified within such reasonable time as MMSB may allow.
- 19.5 **Conflict of Interest.** No member of the Newfoundland and Labrador House of Assembly or MMSB shall be entitled to any share or part of this Agreement or to any benefit to arise therefrom. No director, employee or agent of the Recipient or of any partner, associate or association related to this Agreement shall give to, or receive from, any representative of MMSB, any commission, fee, rebate, gift, or benefit of any kind, other than courtesies of nominal value.
- 19.6 **Access to Information.** The parties acknowledge and agree that notwithstanding any other provisions of this Agreement MMSB and the Recipient are bound by the Access to Information and Protection of Privacy Act (NL) and as such may be required to disclose and/or prevent disclosure of certain information of the other party.

- 19.7 **Governing Laws.** The laws of the Province of Newfoundland and Labrador will govern this Agreement, and MMSB and the Recipient shall attorn to the exclusive jurisdiction of the Courts of the Province of Newfoundland and Labrador.
- 19.8 **Interpretation.** MMSB and the Recipient agree that the division of this Agreement into sections, sub-sections, paragraphs, sub-paragraphs and headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 19.9 **Joint and Several Liability.** A person or persons signing this Agreement on behalf of the Recipient, who is not a corporation or a legal entity, shall be held jointly and severally liable for any and all obligations of the Recipient hereunder.
- 19.10 **Counterparts.** Signatures delivered by facsimile or electronic mail shall be deemed for all purposes to be original counterparts of this Agreement, and to be binding on the parties.
- 19.11 **Waiver.** The failure of either party to this Agreement to object or take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of those terms of the Agreement or of any future breach.
- 19.12 **Further Assurances.** The Recipient and MMSB agree that they will execute such further documents and do and perform or cause to be done and performed such further and other acts as may be necessary or desirable from time to time in order to give full effect to the provisions and intention of this Agreement.
- 19.13 **Survival.** Notwithstanding any other section of this Agreement, all obligations of the Recipient under Sections 8, 9, 13, 14 and 18 hereof, and the rights and remedies of MMSB hereunder shall survive the termination of this Agreement.

[EXECUTION PAGE FOLLOWS]

EXECUTION PAGE

WITNESS



Signature

Executive Assistant

Position

January 29, 2020

Date

MULTI-MATERIALS STEWARDSHIP
BOARD

Signature

CEO

Position

January 29, 2020

Date

WITNESS

Signature

Position

Date

RECIPIENT

Signature

Position

Date

Schedule A
Approved Project Proposal

Community Compost Program Application for Funding

Organizational Profile

Name: The City of Corner Brook

Address: 5 Park Street, P.O. Box 1080, Corner Brook, NL A2H 6E1

Contact: Andrew King, Sustainable Development Technician

Telephone: 709 637 1630

Email: aking@cornerbrook.com

Website: www.cornerbrook.com

Proponent Overview

Corner Brook Community Profile

The City of Corner Brook, with a population of just under 20,000, is the largest municipality and service centre on the west coast of the island of Newfoundland. Corner Brook is an aging community with the bulk of the demographic being 45-65 years old, the average age being 45.3, and the median age being 47.0 (Statistics Canada census 2016). The City is ideally situated in the middle of the Humber Valley and Long Range mountains, making it a regional hub for outdoor lifestyle. The City also hosts one of the most thriving arts communities in the province, due to the fine arts programs offered by local educational institutions and community centres.

The population of Corner Brook is sustained through the presence of many large employers such as: Western Health, and Corner Brook Pulp and Paper Limited, and multiple post-secondary education institutions. Many Provincial and Federal Departments reside in Corner Brook, including Forestry, Fisheries, Crown Lands, and Agriculture.

The City is currently seeing many investments and major infrastructure upgrades such as the construction of a new hospital site, and upgrades to both the mill and the port. Using these investments as indicators, we estimate that the population of Corner Brook will grow during the short- to mid- term.

Community History

The City of Corner Brook has always been committed to providing thorough and effective waste Management. On May 30th, 2005, the City of Corner Brook launched a mandatory Curbside Recycling Program for paper products including cardboard, boxboard, newspapers, paper, and books (A. George, 2018). The program allowed for the curbside pickup of these materials in mandatory blue transparent plastic bags, hence diverting waste, and reducing the city's environmental footprint.

City operations are guided by our Integrated Municipal Sustainability Plan (IMSP), which outlines the goals, vision, and strategic direction for sustainable growth. The IMSP is supported by other guiding commitments like our Partners for Climate Protection – Local Climate Action Plan, which hosts specific targets for waste reduction, recycling, and materials diversion.

In the spring of 2018, the City of Corner Brook implemented a full scale two-stream recycling program, keeping with the Provincial Waste Management Strategy. The program facilitates the diversion of many household products from the landfill, such as plastics, paper, metals, and cardboard. This mandatory program has helped divert much of Corner Brook residents' waste from the landfill, and has helped create positive waste disposal habits, attitudes, and behaviors in the community regarding waste.

Also in 2018, the City of Corner Brook embarked on a journey of innovation and community partnerships to tackle rising costs of landfill disposal fees and the environmental impacts associated with waste that

is not recyclable in the area. In conjunction with implementing the full scale two-stream recycling program city-wide, the municipality carried out a pilot program to test recycled glass as a partial aggregate replacement in asphalt roadways and concrete sidewalks. Through funding from the City and MMSB along with in-kind supports from community partners, the City piloted a glass crushing and recycling program. Testing and verification of the end product recently concluded phase one of the glass recycling project, and opened the potential for a full-scale community wide glass recycling system to be implemented in phase two of the project (A. George, 2018).

Key Staff

Andrew King, EPT, Sustainable Development Technician: Andrew is a recent graduate of Grenfell Campus' Environmental Studies program. With growing volunteer and professional experience in environmental and sustainability project design, planning, and coordinating, he brings a great enthusiasm and go-get-it attitude. His role is to oversee, amongst other things, the waste collection and recycling facilities in the City. He is responsible for coordinating the community garden sites for the city.

Katie Temple, Executive Director of the Western Environment Centre: Katie has been executive director of the Western Environment Centre for three years, and previously volunteered with the organization for 5 years. She holds an MSc in Rural Planning & Development from the University of Guelph, and has volunteered with not-for-profit groups such as Food First NL and the NL Environment Network. She currently sits as a volunteer board member of the Wonderful Fine Market Cooperative in Corner Brook.

Capacity for Project Success

Both the City of Corner Brook, and the Western Environment Centre (WEC), have taken the helm of waste diversion in the western region. The City already runs several successful waste diversion initiatives including fall leaf composting, Trash for Cash, curbside giveaway, and a corporate composting program. WEC also has a proven track record for carrying out community sustainability projects, particularly with their existing community composting initiative, community gardens, and food security workshops.

The presented team has a wealth of experience in running waste management, community gardening, and composting projects. Katie and her team at WEC already run and operate two community garden sites one of which supports a successful community composting program which has been in operation for two years. This program had initial start-up funding from the MMSB Solid Waste Management Innovation Fund, and is still currently running well.

WEC's expertise, experience and extensive volunteer base ensures that the compost programming will run smoothly. Through their current composting program, WEC has learned that the benefit is that it requires initial investment of time and funding, but the ongoing maintenance and operation requires minimal resources. Particularly when composting programs are sited with neighbourhood community gardens, it creates a closed loop project in which neighbourhood residents drop off compost, gardeners maintain the bins, and finished compost is used by the gardeners.

Andrew provides multiple years' experience in project design and implementation. He has a background developing compost and recycling programs for Corner Brook's Grenfell Campus, Memorial University.

The combined experience of the project team, and the support from their respective institutions, ensures the community garden composting program will be carried out successfully with a lasting impact on the community.

Project Details

Project Description

The proposed project is a Community Composting Program which will be partnered with community garden expansion in Corner Brook. It is our vision to give all major neighborhoods of the City access to a community garden and composting site. The project team has identified 3 community garden sites in addition to the 2 already operating within the City.

Each community garden site is to house multiple composting units which can also facilitate the compost of the community. Due to urban densities, time constraints, neighbor-neighbor relationships, and many other reasons, city-dwellers might opt to not compost on their personal property. Under the current waste management strategy, food waste makes up a significant portion of divertible mass entering our landfill. This creates the need to find more accessible ways for city residents to compost and divert their food waste – a need the proposed projects aims to satisfy.

By having 2 to 3 large composting units at each garden site, we will be able to take food waste from many households in the community (each composter can service roughly 30 households). The compost will then be used in the community garden to grow vegetables. Since gardeners are self-motivated and driven by their interests to grow healthy stocks, they provide a critical mass to effectively care for the compost during the growing and gardening season. Gardeners will be supported in their composting efforts by the Western Environment Centre, who will be operating the community gardens in partnership with the City of Corner Brook. WEC will provide training in compost maintenance each year, and 2-3 gardeners will be designated per site per year to be the lead volunteer composters. Composters will also be regularly monitored by WEC staff.

The project also aims to educate gardeners and the public participants about composting. This will help spread information and in turn increase the accessibility of composting within the wider community.

Activities for Completion

Activity	Location	Timeline	Implementation
Preliminary planning of community garden sites	Internal	Already completed: Aug 2019 – Oct 2019	Project team to plan and cost sites for approval.
Develop community garden sites	Three sites 1. Curling/Marina 2. Townsite 3. West Side/Bell's Brook	Spring/Summer/Fall 2020 (anticipated)	Purchase and installation of materials by City personnel and/or community volunteers.
Purchase composting units	Manufacturer	Spring/Summer 2020	Andrew to purchase composting units
Identify participants	Canvassing of neighborhoods	Winter/Spring 2020	Project team to canvas neighborhoods and enlist participants
Workshops/education for participants	TBD – existing community compost site	Spring 2020	Part of WEC ongoing programming
Monitoring and revision	N/A	Ongoing	Adapting and adhering the program to community requirements

Local Economic Benefit

In a 2013 waste audit of the Corner Brook community, it was found that organic waste made up roughly 40% of garbage bag composition by weight (MMSB). Considering that recyclable materials are now mandatorily diverted, it can be reasonably assumed that organic waste therefore represents an even greater fraction of our waste stream entering the landfill. The main economic benefit resulting from the project is the transfer of savings from the reduced tipping fees for a lighter load of garbage. These savings cut costs for the City, and in turn result in either lowered taxes or increased benefits elsewhere for residents.

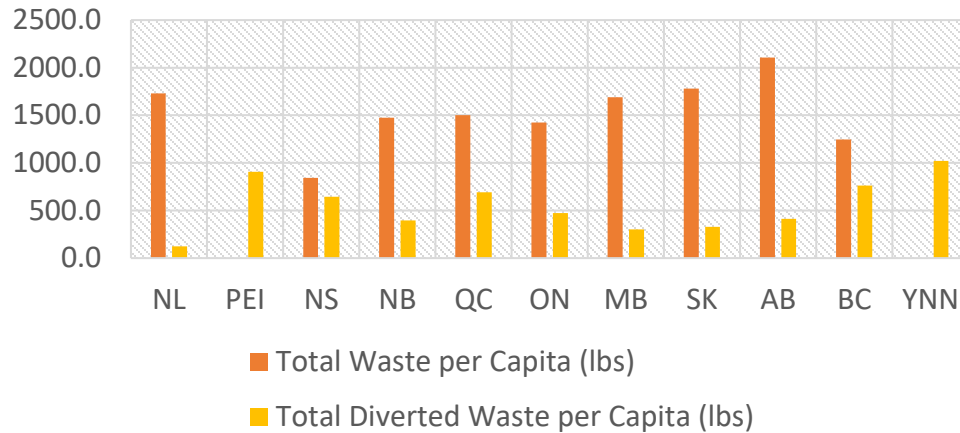
Housing the composters at community garden sites will also increase the productivity of the gardens. Residents and neighborhoods will receive economic benefit through increased food production.

Strategic Importance

The project will result in a direct and measurable reduction of the amount of waste entering the landfill.

As illustrated below, the Province of Newfoundland has one of the highest rates of total solid waste production per capita and the lowest rate of total waste diverted per capita. While these rates are improving with the new mandatory two-stream recycling system, there are still opportunities to divert organic waste.

Provincial Solid Waste Statistics: Household and Non-Household



The proposed project will provide the opportunity for residents in 3 additional neighborhoods to divert their organic waste. The total capacity for the composters will service at least 100 households in the community.

Demonstrated uniqueness of work

Composting, unless undertaken on a municipal or institutional scale, is largely a personal choice undertaken at the household level. The proposed program is unique by localizing waste diversion (composting) to the scale of the neighborhood.

Working within the scale of individual neighborhoods makes composting logistically simpler, reduces the possibility of contamination, increases neighborhood social cohesion, and is generally a new and unique way to tackle waste diversion. As has been shown in the pilot community compost program already run by WEC in Corner Brook, the end compost product is often of a very high quality, as the bins are small enough to be monitored regularly to ensure any problems are dealt with quickly.

Deliverables

1. Diversion of organic waste from roughly 30 households per composting unit acquired (100 households altogether).
2. Purchase and installation of composting units at community garden sites.
3. Education and training programs about composting.

Project Budget

Budget Items

Item	Unit	Quantity	Price	Extended
Composters	Each	9	\$1015.00	\$9135.00
Recruitment and Education	Allowance	1	\$865.00	\$865.00
				Total: \$10,000.00

Funding Partners

1. MMSB - \$10,000.00
2. City of Corner Brook - \$5200.00
3. Western Environment Centre - \$5200 (in-kind)

Quotes

1. *Mantis Compost-Twin* (Capacity 187 gallons) - \$749.00 + \$80.00 shipping = **\$829.00** (<http://veseys-qa.northcloud.com/ca/mantis-compost-twin-composter.html>)
2. *JoraCan New Era 401* (Capacity – similar to Vesey's Mantis listed above) - \$825.00 + \$190.00 shipping = **\$1015.00** (<http://joracanada.ca/en/joracan-ne401/>)
3. *Esschert Design Composter* (Capacity 103 Gallons) - \$820.79 + \$0.00 shipping = **\$820.79** (https://www.amazon.ca/Esschert-CF44W-Design-Composter-White/dp/B00I03NOAC/ref=sr_1_2?crid=H40LOVZ417QN&keywords=composters+tumbling&qid=1570543252&sprefix=composter%2Caps%2C152&sr=8-2)

*It is intended to use the JoraCan model. Despite being more expensive, it meets all the needs of the program, and is the model currently in use at existing community compost sites.

Budget

Item	Requested Contribution from MMSB	Other Funding	In-Kind
Composters	\$9135.00		
Educational materials allowance	\$865.00		
Program administration and workshop coordination			\$5200.00
Total	\$10,000.00		\$5200.00
Grand Total: \$15,200.00			

Schedule B
Assessment Criteria
Community Waste Diversion Fund
Guide and Terms of Reference

2019-20 Community Waste Diversion Fund GUIDE AND TERMS OF REFERENCE

(Submission deadline Monday, October 21, 2019 4: 30p.m NST)

GENERAL

This guide contains all the information you need to enter the competition for the 2019/2020 Community Waste Diversion Fund (herein after referred as the CWDF). Please read the information provided before preparing a proposal.

DESCRIPTION

Newfoundland and Labrador Municipalities, Community Governments and Local Service Districts are eligible for a non-repayable contribution covering up to 80% of the eligible costs of projects that support the implementation of the Provincial Waste Management Strategy in Newfoundland and Labrador. Funding will be to a maximum of \$10,000.00 per project.

GUIDING PRINCIPLES

Support research and development of value-added products from solid waste at every stage of the waste management hierarchy as follows:

1. **Reduce** the amount of waste created in the first place
2. **Reuse** materials and products rather than discard them
3. **Recycle** or reprocess waste into another useable form
4. **Recover** some useful benefit from waste
5. **Dispose** of waste material that has no further economic or environmental benefit

ELIGIBLE PROJECTS

Projects that support the management of solid waste in Newfoundland and Labrador at any stage of the waste management hierarchy. Projects that involve innovation or uniqueness and demonstrated sustainability will be given priority.

ELIGIBLE PROJECT COSTS

- For equipment, service or material purchases over \$500.00, proponents should attach three quotes.
- For purchases over \$5,000.00, proponents should attach at least one user reference.

INELIGIBLE PROJECTS

Ineligible projects include but are not limited to the following:

- Projects unrelated to solid waste
- Cleanups
- Projects that intend to compete with a program offered by a Regional Waste Management Authority
- Projects related to landfill management or landfill gas capture

INELIGIBLE PROJECT COSTS

Ineligible project costs include but are not limited to the following:

- Hours of work performed by the proponent or by a member of the immediate family (child, stepchild, ward, spouse, parent, sister or brother) of the proponent
- Hours of work performed by an existing employee of the proponent
- Gifts and donations
- Alcoholic refreshments for any occasion
- Land
- Advertising costs (excludes signage and public education)
- Waste collection vehicles
- Costs incurred prior to funding approval
- Refundable portions of HST

**Note: Communities may request a contribution towards labour in the instance that a new employee(s) or student(s) is being hired on a full-time, part-time or contractual basis for purposes of the project. New employee hours of work or hours of work performed by a consultant must not exceed 50% of the total requested amount for the project.*

PROPOSAL MANAGEMENT

Proposals will be assessed by a selection committee comprising representatives from Municipalities Newfoundland and Labrador, the Department of Municipal Affairs and Environment, Regional Waste Management Authorities and MMSB.

The selection committee will rate proposals based on three overarching principles:

1. Possible impact to the waste management hierarchy (reduce, reuse, recycle, recover, dispose)
2. Uniqueness of the project
3. Sustainability of the project (potential to become an ongoing service or program)

All proposals will be ranked in order from highest to lowest score to assess the top proponents. It is anticipated that successful proponents will be notified on or before December 31, 2019.

It is the responsibility of all proponents to clearly illustrate how the proposals relate to the objectives of the CWDF.

APPLICATION PROCESS

1. Proponents are encouraged to contact the Business Development Officer at MMSB (709-757-0782 or moton@mmsb.nl.ca) prior to submitting a proposal.

2. Proponents will be assessed based upon the contents of the proposal which must include the following:

a. Proponent Overview

- i. Community profile (location, population size, demographics, current services offered, etc.)
- ii. Brief history of the community as it relates to waste management
- ii. Key staff description of those that will manage/oversee the project
- iii. Demonstrated capability to successfully undertake the project

b. Project Description

- i. Description of the project (the waste stream in question, how diversion from landfill or reduction of waste will be achieved)
- ii. List of activities to be carried out
- iii. Location of activities to be carried out
- iv. Implementation plan and timelines by activity
- iv. Demonstrated maximization of local economic benefit
- v. Demonstrated strategic importance of the project to the implementation of the Provincial Waste Management Strategy (impact to the waste management hierarchy)
- vi. Demonstrated uniqueness of work
- vii. List of project deliverables

c. Project Budget

- i. List project costs by item and activity
- ii. List of all funding partners and their contribution including the requested contribution from MMSB and the proponent's contribution
- iii. Status of requested funding from other organizations where applicable
- iv. Attach quotes for purchases over \$500.00
- v. A suggested budget format is shown below:

Item	Requested Contribution from MMSB	Other Funding (if Applicable)	In-Kind
Equipment (woodchipper – see attached quote)	\$10,000		
Site clearing			\$2,000
Operator's salary (\$20/hr*10hrs/week*30 weeks)			\$6,000
Total	\$10,000		\$8,000

4. Submit the proposal to the Business Development Officer:

Mfon Oton

Tel: 709-757-0782 Toll free: 1-800-901-MMSB

Email: moton@mmsb.nl.ca Fax: 709-753-0974

21 Kings Bridge Road, St John's A1C 3K4

Proposals will be accepted until 4:30p.m NST Monday, October 21, 2019.

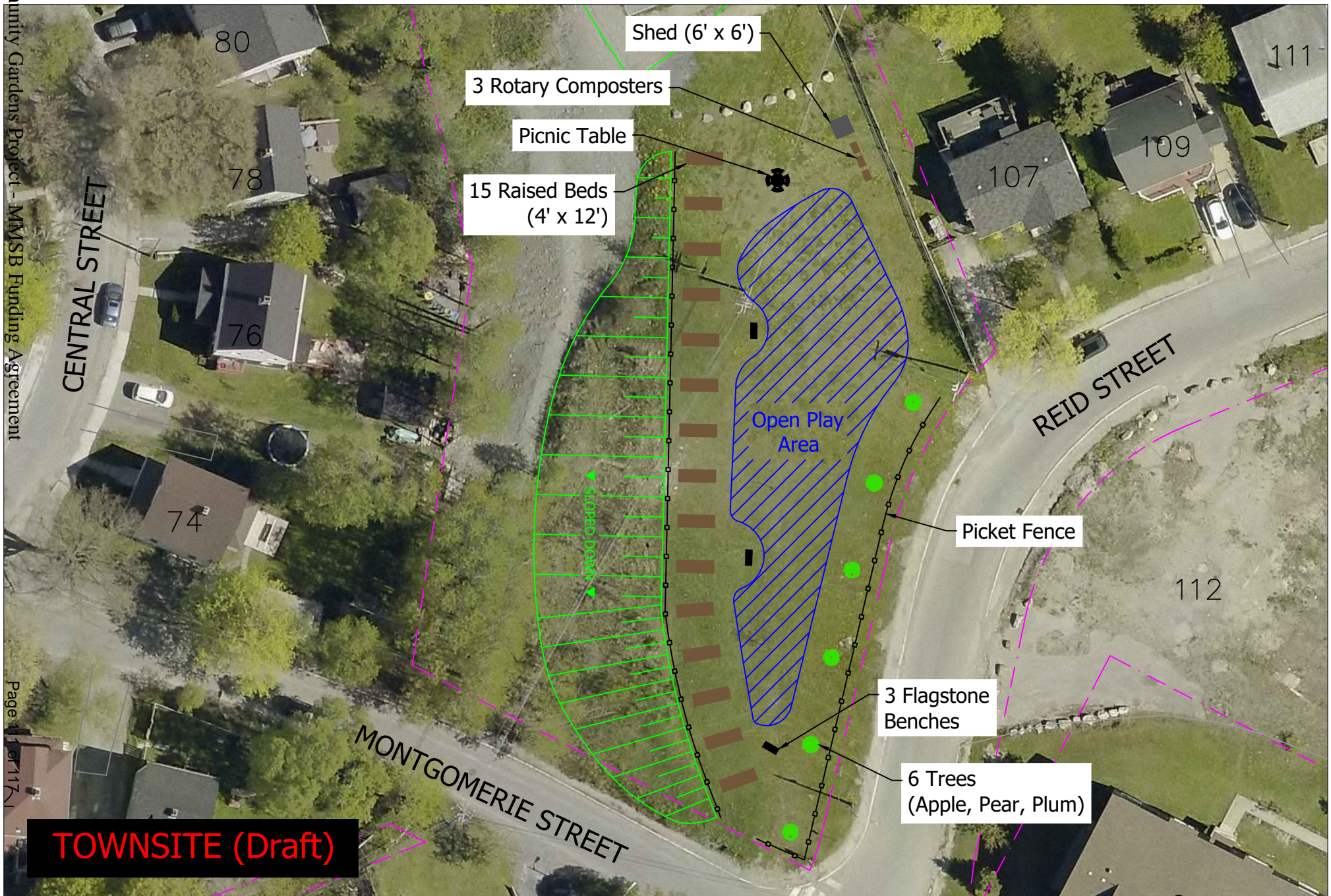
Upon receiving notification of funding, recipients must return a signed acknowledgement form to MMSB indicating their desire to move forward with the project. Subsequently, a Contribution Agreement will be forwarded to the proponent to secure the contribution.

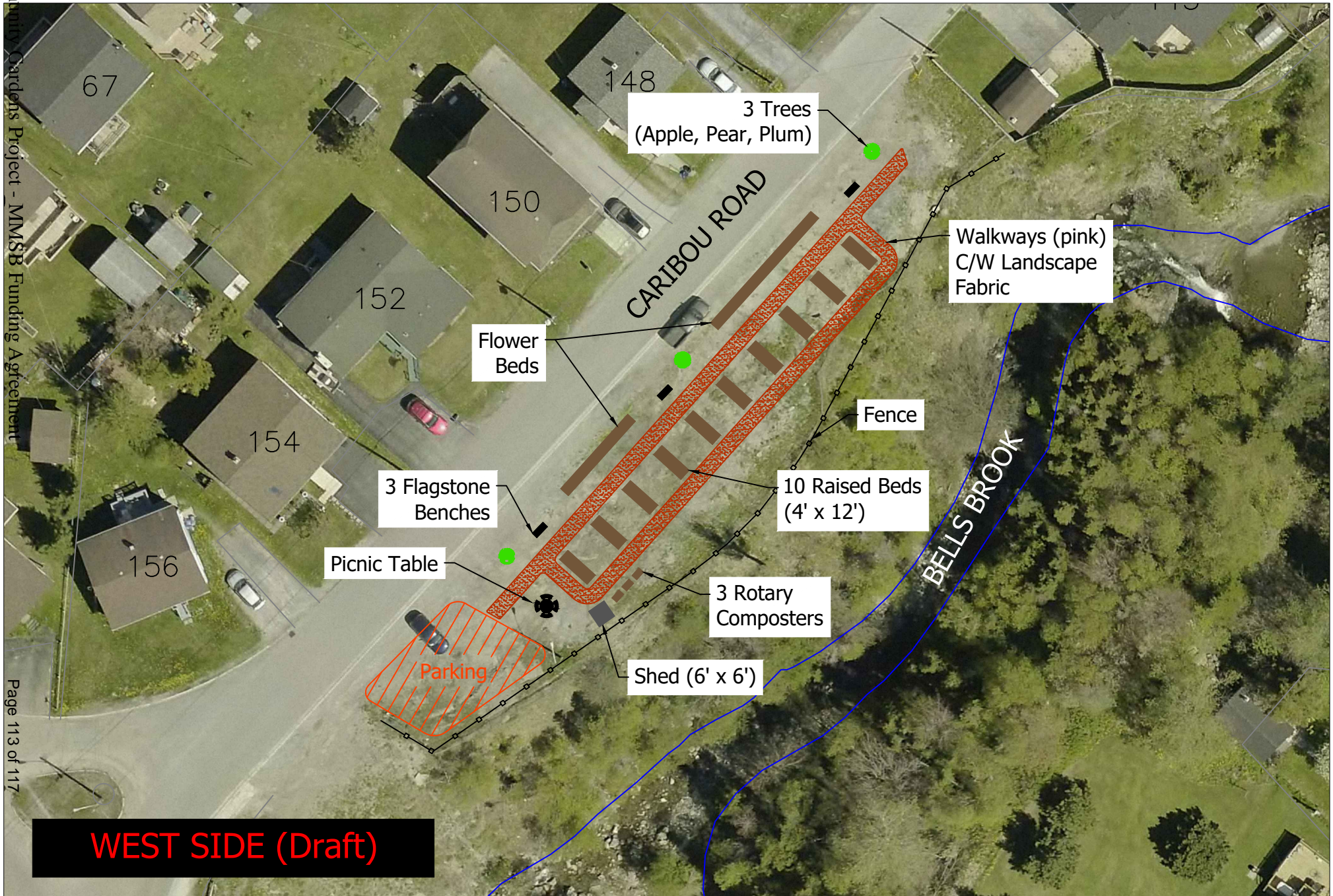
Please note that MMSB has a limited budget for this program and not all projects that submit a proposal will receive funding. MMSB and the selection committee reserve the right to refuse any proposal received.


MMSB and the selection committee reserve the right to approve a higher contribution to a project (to a maximum of \$25,000). Projects requesting more than \$10,000 should demonstrate strong potential for waste reduction or diversion, innovation and sustainability.



Central/Marina (Draft)





	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Nominee - Board of the Directors of the Deer Lake Airport Authority

Report Information

Department: City Manager

Attachments: Letter from Deer Lake Airport Authority – 6 January 2020

Prepared By: City Clerk

Council Meeting Date: February3, 2020

Issue: *City Nominee – Board of Directors – Deer Lake Airport Authority*

Background: Dean Porter's term of office as the City's nominee on the Board of Directors of the Deer Lake Regional Airport Authority Inc., expires on 25 February 2020. In accordance with the General Operating By-Law of the Deer Lake Airport Authority Inc Mr. Porter is eligible to be re-appointed to the Board. Mr. Porter is currently serving as Chairperson of the Airport Authority.

The CEO of the Airport Authority is resigning and it would be beneficial to the Board to utilize the experience of Mr. Porter at a time when the Airport Authority is transiting to a new CEO.

Proposed Resolution: Be it **RESOLVED** to nominate Dean Porter as the City's representative for appointment to the Board of Directors of the Deer Lake Airport Authority Inc., for a four year term commencing on the date of the appointment.

Recommendation: Nominate Mr. Porter as the City's Nominee to the Board of Directors of Deer Lake Airport Authority.

Options:

1. That Council nominate Mr. Porter as the City Council nominee to the Board of the Directors of the Deer Lake Airport Authority
2. That Council bring forward alternatives recommendations as the City of Corner Brook's nominee to the Board of the Directors of the Deer Lake Airport Authority

Legal Review: *n/a*



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

Governance Implications: In accordance with the General Operating Bylaw of the Deer Lake Airport Authority the City of Corner Brook nominates two members to the Board of Directors of the Deer Lake Regional Airport Authority

Budget/Financial Implications: n/a

Environmental Implications: n/a

Prepared by: Marina Redmond, City Clerk

City Manager:

Date: January 20, 2020

Additional Comments by City Manager:



January 6, 2020

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

Attn: Mayor Jim Parsons

Dear Mayor Parsons,

Re: Board of Directors, Deer Lake Regional Airport Authority Inc.

As you are aware, the City of Corner Brook nominates two members to the Deer Lake Regional Airport Authority Inc., the current serving nominees being the Chair, Mr. Dean Porter, and Director, Mr. Bill Griffin. The term of office for Mr. Dean Porter expires on February 25, 2020 and we write at this time, in accordance with the General Operating By-law of the Authority, to request that you provide the name of a nominee for a four-year term commencing on the date of appointment. The existing nominee, Mr. Dean Porter, is eligible to be nominated again, and we would request that you give this matter serious consideration given his current role as Chairman of the Board at a time when the Airport Authority is transitioning to a new CEO.

Members (nominees) must be Canadian citizens and persons holding a federal or provincial elected office are not eligible. Members must be resident of the Province of Newfoundland and Labrador and must consent to becoming a member. We would appreciate if your nominee could be named prior to the current term expiry.

If you have any questions related to this matter, please do not hesitate to contact me at (709) 635-2355 at any time.

We look forward to hearing from you.

Yours very truly,

Mr. Jamie Schwartz
President and CEO

C.c. Mr. Dean Porter

YOUR CONNECTION TO ADVENTURE

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