



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, April 13, 2020, at, City Hall**

Note: Due to COVID 19, Mayor Parsons, and City Clerk, will attend the meeting in at City Hall, the remainder of Council and senior staff will participate remotely.

CITY CLERK

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
COUNCIL CHAMBERS, CITY HALL
MONDAY, 2 MARCH, 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	A. Park, Recording Secretary
	B. Staeben	B. Tibbo, Seargent-At-Arms

The meeting was called to order at 7:00 pm.

20-026 Approval of Agenda

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

20-027 Approval of Minutes- Regular Council Meeting - 10 February 2020

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of 10 February, 2020 **MOTION CARRIED.**

20-028 Business Arising From Minutes

No items were brought forward.

20-029 Cellular Phones and Cellular Service

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to award the request for proposals for the provision of mobility and cellular services to Bell Mobility Inc. **MOTION CARRIED.**

20-030 Combined Sewer Separation Phase 3 - Change Order No. 13

On motion by Councillor V. Granter, seconded by Councillor T. Buckle, it is **RESOLVED** that the Council of the City of Corner Brook approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting Ltd.) for Combined Sewer Separation Phase 3 in the amount of -\$27,022.76 (HST included). **MOTION CARRIED.**

20-031 Combined Sewer Separation Phase 3 - Change Order no. 14

On motion by Councillor V Granter, seconded by Deputy Mayor B. Griffin , it is **RESOLVED** that the Council of the City of Corner Brook approve the change order between (City of Corner Brook) and Contractor (Bulldog Contracting

Ltd.) for Combined Sewer Separation Phase 3 in the amount of -\$24,111.56 (HST included). **MOTION CARRIED.**

20-032 Confederation Dr./West Valley Rd. Roundabout –Consultant Fee Proposal

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** that the Council of the City of Corner Brook approve the Consultant Fee Proposal from Harbourside Transportation Consultants in the amount of \$77,435.25 (HST included), for consulting services related to the Confederation Drive West Valley Road roundabout. **[Councillor L. Chaisson and Councillor J. Carey voted against motion.] MOTION CARRIED.**

20-033 Council Travel Report - July - December 2019- Amended

The City of Corner Brook Council Remuneration and Reimbursement Regulations states that "A summary of Council travel expense by Councillor will be provided to Council semi-annually and reported on at a public meeting". In the previous council travel report presented, the expenses for Councillor Carey and Councillor Buckle were overstated.

20-034 Municipal Plan and Development Regulation Amendment 19-03 - Zone Change - 701 O'Connell DR

On motion by Councillor L. Chaisson, seconded by Councillor B. Staeben, it is **RESOLVED** that the Council of the City of Corner Brook:

(1) Set March 30, 2020, 7:00 p.m. in the Hutchings Room at City Hall for the tentative Public Hearing;

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

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

MOTION CARRIED.

20-036 Quarry - Lewin Parkway(Watsons Pond Area)

Councillor V. Granter disclosed that he may be in a conflict of interest due to his employment. He requested council to vote whether he is in a conflict of interest.

On motion by Councillor J. Carey, seconded by Deputy Mayor B. Griffin, it is RESOLVED that Councillor Granter is not in a conflict of interest on this agenda item. MOTION CARRIED.

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** that the Council of the City of Corner Brook approve the application to operate a quarry for pit run removal from an existing quarry site of the Lewin Parkway on property located approximately 2.1km from the Trans-Canada Highway subject to the conditions brought forth by the Development & Planning Development. **MOTION CARRIED.**

20-037 Confirmation of Order 2020-01 - 15 Pioneer St

On motion by Councillor J. Carey, seconded by Councillor B. Staeben, it is **RESOLVED** in accordance with Section 109(4) of the Urban and Rural Planning Act that Order 202-01 is hereby confirmed by Council. **MOTION CARRIED.**

20-038 Green Infrastructure Policy - City Studio Presentation

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin, it is **RESOLVED**, that the Council of the City of Corner Brook adopt the Green Infrastructure Policy. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 7:40 p.m.

City Clerk

Mayor

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Ratification of Decisions	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: April. 13th, 2020

Issue: Ratification of Minutes from Council in Committee meetings for December 9, 2019 and March 9th, 16th and 30th 2020.

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

Council in Committee Meeting – December 9, 2019

It is RESOLVED to ratify minute – CC19-089 - 2020 Tax Sale City Bids:

*It is **RESOLVED** that Council approve staff to submit bids on properties at the 2020 Winter Tax Sale Auction in accordance with section 162 of The City of Corner Brook Act*

It is RESOLVED to ratify minute – CC19-097 - Request to Purchase City Land Adjacent to 192 Wheeler's Road:

*It is **RESOLVED** to approve the execution of the purchase and sale agreement between the City of Corner Brook and GDR Enterprises Limited for land adjacent to 192 Wheeler's Road.*

Council in Committee Meeting March 9, 2020

It is RESOLVED to ratify minute – CC20-007 – Approval of Agenda:

On motion by Councilor V. Granter, seconded by Councilor T. Buckle, it is RESOLVED to waive the twenty-four hour time limit and approve the agenda to consider the following item: Jigs and Wheels Performance – Execution of Agreement



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

It is RESOLVED to ratify minute – CC20-009 - Award of Contract - Jigs & Wheels Music Performance:

*It is **RESOLVED** to approve execution of agreement as attached hereto, between the City of Corner Brook and the Irish Descendants to perform at the Jigs & Wheels festival.*

It is RESOLVED to ratify minute – CC20-010 – Support to Host Mountain Bike Atlantic Summit:

*It is **RESOLVED** to support the application to host the 2020 Mountain Bike Atlantic Fall Summit.*

Council in Committee Meeting March 16, 2020

It is RESOLVED to ratify minute – CC20-011 - Approval of Agenda:

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

It is RESOLVED to ratify minute – CC20-013 - Multi-Year Capital Works- Funding Re-allocation:

*On motion by Councilor B. Staeben , seconded by Deputy Mayor B. Griffin, it is **RESOLVED** to approve the reallocation of approximately 627,000 of surplus funding from the 2012-14 and 2014-17 multi-year capital works programs toward the Combined Sewer Separation project. **MOTION CARRIED.***

Council in Committee Meeting March 30, 2020

It is RESOLVED to ratify minute – CC20-014 – Approval of Agenda:

*It is **RESOLVED** to waive the twenty-four hour notice period and approve the agenda for a Special Council in Committee Meeting to consider the following agenda item: Tax Relief Program.*

It is RESOLVED to ratify minute – CC20-015 - Tax Relief Plan:

*It is **RESOLVED** that the Tax Relief Plan be approved as presented.*

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Legal Review: N/A

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

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Jessica Smith
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: April 7, 2020

Additional Comments by City Manager:



Council Briefing Note

Subject: Proclamations
Date of Meeting: Monday, April. 13th 2020

Background

The following proclamations were signed:

- Proclamation from Miles for Smiles Foundation declaring the month of April 2020 to be CHILD ABUSE PREVENTION MONTH in the City of Corner Brook
- Proclamation from the Canadian Foundation for Economic Education declaring April 8, 2020 to be TALK WITH OUR KIDS ABOUT MONEY DAY in the City of Corner Brook



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

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

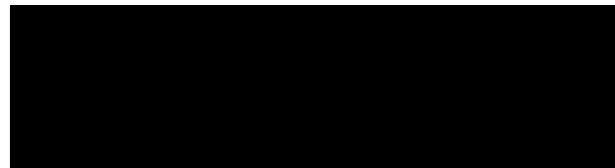
Whereas: Child abuse and neglect is an important societal concern that may affect the long term health and well-being of not only children, but also the adults they become;

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

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

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

Therefore: MAYOR JIM PARSONS do hereby proclaim the month of April 2020 as **Child Abuse Prevention Month** in THE CITY OF CORNER BROOK and I further call upon communities and individual citizens to participate in efforts to strengthen families, protect children and prevent child abuse and neglect.



MAYOR JIM PARSONS

CITY OF CORNER BROOK



TALK WITH OUR KIDS ABOUT MONEY DAY

Wednesday April 8, 2020

- WHEREAS:** Financial literacy is a basic foundation that is necessary for people to participate fully in the social and economic life of the city of Corner Brook; and,
- WHEREAS:** The schools in the City of Corner Brook region work together to ensure our young people get the best possible education to prepare them to successfully manage their future careers and financial affairs; and,
- WHEREAS:** The Canadian Foundation for Economic Education (CFEE) has created the annual, cross-Canada Talk With Our Kids About Money Day program. It is supported by Scotiabank; and,
- WHEREAS:** The Talk With Our Kids About Money program consists of both a home and school program allowing teachers, parents and guardians to fully participate at no cost; and,
- WHEREAS:** The Talk with Our Kids About Money Day will be held in classrooms and at homes in the City of Corner Brook, across the province of Newfoundland and Labrador and throughout Canada.
- THEREFORE** I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim Wednesday April 8, 2020 as Talk with Our Kids About Money Day.

MAYOR

Jim Parsons

Seal of the City of Corner Brook

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: 2019 Annual Expenditure Report – Gas Tax Funding	
Report Information	
Department: Finance & Administration	Attachments: 2019 Gas Tax Annual Expenditure Report
Prepared By: Dale Park	Council Meeting Date: April 13, 2020

Recommendation:

It is staff's recommendation to approve the 2019 Gas Tax Funding Annual Expenditure Report as presented.

Motion:

It is RESOLVED to approve the 2019 Gas Tax Funding Annual Expenditure Report as attached.

Issue:

The City requires approval of the 2019 Annual Expenditure Report for Gas Tax funding.

Background:

As per the requirements of the Gas Tax Funding Agreement, each year the City is required to prepare and approve a report showing a full and detailed statements of revenue and expenditures of the City related to Gas Tax Funding on an annual basis. The Gas Tax funding is a program that started in 2007 and provides annual funding to municipalities for selected capital projects. The funds received in any given year may be spent in full that year, or made available to be spent in future years.

In 2019 the City had started the year with \$1.763 million available and received \$1.806 million in gas tax funding. The City spent \$2.524 million on projects leaving a total of \$1.087 million of gas tax funds available for future projects. The 2019 funding was all utilized on the City's asphalt program.

Options:

1. Adopt and approve the 2019 Gas Tax Funding Annual Expenditure Report as presented.
2. Rejecting the 2019 Gas Tax Funding Annual Expenditure Report

Governance Implications:**Policy and Regulation:**

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications:

Prepared by: Alicia Park
Director: Dale Park
City Manager: Rodney Cumby
Date:

Additional Comments by City Manager:

CITY OF CORNER BROOK

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

Year Ended December 31, 2019

City of Corner Brook
Index to Annual Expenditure Report
December 31, 2019

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Independent Practitioner's Reasonable Assurance Report on Compliance

To the Council of City of Corner Brook

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

Management's Responsibility

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

Our Responsibility

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

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

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



Our Independence and Quality Control

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

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

Opinion

In our opinion, the City complied with the specified requirements established in the Ultimate Recipient Gas Tax Agreement, including the interpretation in Note 1, during the period January 1, 2019, to December 31, 2019, in all significant respects.

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

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

Appendix A: Summary of Ultimate Recipients Fund and Certification

2019 Annual Expenditure Report

**City of Corner Brook
For the Year Ended December 31, 2019**

	Annual January 1, 2019 - December 31, 2019	Cumulative January 22, 2007 - December 31, 2019
1. Opening balance of unspent funding	\$ 1,763,805	\$ -
2. Received from Government of Newfoundland & Labrador	1,806,065	11,338,671
3. Interest earned on gas tax funds	42,312	220,059
4. Interest spent on eligible projects	-	-
5. Net interest earned on gas tax funds	42,312	220,059
6. Gas tax funds spent on eligible projects	2,524,521	10,471,069
7. Closing balance of unspent funds	\$ 1,087,661	\$ 1,087,661
8. Gas Tax bank account balance	3,847,404	3,847,404
9. Gas Tax bank account surplus/deficit	\$ 2,759,743	\$ 2,759,743

Reasoning for difference:

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

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

11. Certification by Ultimate Recipient

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

Signature: _____

Date: _____

Appendix B: Summary of Ultimate Recipients Project Expenditure Report
2019 Ultimate Recipient Annual Expenditure Report

City of Corner Brook
For the Year Ended December 31, 2019

A	B	C	D	E	F	G	H	I	J	K
Project Number	Amount Approved by the Gas Tax Committee	Project Title	Project Description	Current Status	Start & End Date	Total Project Costs	GTF spent In 2019	Interest Spent In 2019	Total Gas Tax Funds Spent	Outcomes
60-2007-71	\$ 57,621	Storm Drainage Improvements	East Valley Road and surrounding areas	Completed	Jun-08 - Sep-09	\$ 57,621	\$ -	\$ -	\$ 57,621	Cleaner Water
60-2008-146	81,387	Paving	Humber Road	Completed	Jul-08 - Jul-08	81,387	-	-	81,387	Reduced GHG
60-2008-147	333,315	Paving	Sunnyslope Drive	Completed	Aug-08 - Aug-08	333,315	-	-	333,315	Reduced GHG
60-2008-148	101,567	Paving	Elizabeth Street	Completed	Aug-08 - Aug-08	101,567	-	-	101,567	Reduced GHG
60-2008-149	220,766	Paving	Mt. Bernard Ave	Completed	Aug-08 - Aug-08	220,766	-	-	220,766	Reduced GHG
60-2008-150	157,477	Paving	O'Connell Drive	Completed	Aug-08 - Aug-08	157,477	-	-	157,477	Reduced GHG
60-2008-151	105,489	Paving	Country Road	Completed	Aug-08 - Aug-08	107,684	-	-	105,489	Reduced GHG
60-2009-666	24,414	Paving	Caribou Road	Completed	Aug-08 - Aug-08	24,414	-	-	24,414	Reduced GHG
60-2009-667	29,657	Paving	Poplar Road	Completed	Aug-08 - Aug-08	29,657	-	-	29,657	Reduced GHG
60-2009-668	83,273	Paving	Country Road	Completed	Aug-09 - Aug-09	83,273	-	-	83,273	Reduced GHG
60-2009-669	49,155	Paving	Elizabeth Street	Completed	Aug-09 - Aug-09	49,155	-	-	49,155	Reduced GHG
60-2009-670	195,607	Paving	O'Connell Drive	Completed	Aug-09 - Aug-09	195,607	-	-	195,607	Reduced GHG
60-2009-671	29,821	Paving	Carter Avenue	Completed	Aug-09 - Aug-09	29,821	-	-	29,821	Reduced GHG
60-2009-672	58,986	Paving	Philip Drive	Completed	Aug-09 - Aug-09	58,986	-	-	58,986	Reduced GHG
60-2009-673	9,176	Paving	Wheelers Road	Completed	Aug-09 - Aug-09	9,176	-	-	9,176	Reduced GHG
60-2009-674	13,080	Paving	Atlantic Avenue	Completed	Aug-09 - Aug-09	13,080	-	-	13,080	Reduced GHG
60-2009-675	41,599	Paving	Coronation Street	Completed	Aug-09 - Aug-09	41,599	-	-	41,599	Reduced GHG
60-2009-676	32,145	Paving	Georgetown Road	Completed	Aug-09 - Aug-09	32,145	-	-	32,145	Reduced GHG
60-2009-677	18,351	Paving	Callahan's Road	Completed	Aug-09 - Aug-09	18,351	-	-	18,351	Reduced GHG
60-2009-678	33,738	Paving	Petries Street	Completed	Aug-09 - Aug-09	45,893	-	-	33,738	Reduced GHG
60-2009-679	34,000	ICSP	Corner Brook	Completed	Jan-10 - Dec-12	261,494	-	-	34,000	Capacity Building
60-2009-680	590,000	City Hall Retro fit	City Hall Park Street	Completed	Jan-10 - Dec-12	817,303	-	-	590,000	Reduced GHG
60-2009-72	92,436	Watershed Management Plan	Corner Brook Water Supply	Completed	Jul-07-Jun-09	92,436	-	-	92,436	Capacity Building
60-2010-1206	42,000	District Energy Plan	Park Street	Completed	Jan-11 - Jun-12	498,925	-	-	42,000	Capacity Building
60-2011-1513H	46,000	Paving	Brookfield Avenue	Completed	Aug-11 - Aug-11	46,000	-	-	46,000	Infrastructure Upgrade
60-2011-1513A	29,600	Paving	Caribou Road	Completed	Jul-11 - Jul-11	29,600	-	-	29,600	Reduced GHG
60-2011-1513B	29,400	Paving	Golden Glow Place	Completed	Jul-11 - Jul-11	29,400	-	-	29,400	Reduced GHG
60-2011-1513C	13,000	Paving	Herald Avenue	Completed	Jul-11 - Jul-11	13,000	-	-	13,000	Reduced GHG
60-2011-1513D	78,000	Paving	Maple Valley Road	Completed	Aug-11 - Aug-11	78,000	-	-	78,000	Reduced GHG
60-2011-1513E	69,000	Paving	Petries Street	Completed	Aug-11 - Aug-11	69,000	-	-	69,000	Reduced GHG
60-2011-1513F	57,400	Paving	St. Marks Avenue	Completed	Jul-11 - Jul-11	57,400	-	-	57,400	Reduced GHG
60-2011-1513G	49,600	Paving	University Drive	Completed	Jul-11 - Jul-11	49,600	-	-	49,600	Reduced GHG
60-2011-1513	2,979,425	Road Upgrade	Local Roads & Bridges	Completed	Aug-11 - Aug-11	2,970,459	-	-	2,970,459	Reduced GHG
60-2015-5275	4,194,515	Road Upgrade	Local Roads & Bridges	In Progress	Jul-15	3,923,815	-	-	2,169,033	Productivity & Economic Growth
60-2019-6743	4,366,663	Road and Asphalt Improvements 2019-2024	Upgrade roads within the City	In Progress	Jun-19	2,524,521	2,524,521	-	2,524,521	
	\$ 14,347,660	Total				13,151,923	2,524,521	-	10,471,069	

Table A: Other Sources of Funding to Date

For the Year Ended December 31, 2019

A	B	C	D	E	F	G
Project Title	Municipal	Provincial	Federal	Other (GST Rebate)	Total Other Sources	Program (i.e. MRIF, MCW, etc.) and Project number
60-2008-151 - Road Upgrade	\$ 2,195	\$ -	\$ -	\$ -	\$ 2,195	60-2008-151 (MCW)
60-2009-678 - Road Upgrade	12,155	-	-	-	12,155	60-2009-678 (MCW)
60-2009-679 - ICSP Development	227,494	-	-	-	227,494	60-2009-679 (MCW)
60-2009-680 - Municipal Building Retrofit	227,303	-	-	-	227,303	60-2009-680 (MCW)
60-2010-1206 - District Energy Plan	-	456,925	-	-	456,925	60-2010-1206
60-2015-5275 - Road Upgrade	54,769	1,700,013	-	-	1,754,782	17-SCF-18-00011 (SCF)
Total	\$ 523,916	\$ 2,156,938	\$ -	\$ -	\$ 2,680,854	

Asset Management Plan Information

Please answer the following questions:

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

Yes ☐ No ☒

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

The City of Corner Brook (the "City") is committed to the development of a formal Asset Management Plan and has an approved Asset Management policy in place (Policy # 11-09-01). A framework has been developed for a strategic Asset Management Plan and an asset management oversight committee has been put in place. In 2018 the City initiated the process of building an Infrastructure Asset Registry for linear assets used in drinking water distribution, sanitary sewer disposal and storm water management. This registry includes the age, condition, location, material/composition, replacement value etc. of all related asset classes. In addition, the City has in place a street management system (PAVER) that will be incorporated into the AM registry.

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

Yes ☒ No ☐

4. If yes, what type of training has your Local Government completed?

The City is a member of the Canadian Network of Asset Managers. Staff members participate in various training and development workshops offered through that network. In 2018/2019, as part of an FCM co-hort, the City staff participated in multiple workshops, seminars and webinars relating to asset management planning and development. In 2019, two members of the City asset management team were awarded with the IPWEA Professional Certificate in Asset Management Planning.

City of Corner Brook
Notes to Independent Practitioner's Reasonable Assurance Report on Compliance
For the Period January 1, 2019 to December 31, 2019

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

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

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



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

Subject Matter: RFD 2020-08 Supply of two (2) ½ Ton Trucks

Report Information

Department: Public Works, Water and Wastewater

Attachments:

Prepared By: D. Burden

Council Meeting Date: April 13, 2020

Issue: Two Public Works, Water, and Wastewater fleet vehicles need to be replaced due to mechanical issues. Two vehicles have been recently taken out of the fleet and need to be replaced.

Background: Public Works, Water, and Wastewater has taken two vehicles out of the fleet in the past year but they were never replaced. These 2 work trucks are necessary to keep up with the needs of the employees and ongoing projects. Tender was issued for the supply of two (2) ½ ton trucks and the tender closed on April 3, 2020. All compliant bids are listed below, taxes included:


- | | |
|-------------------------------|--------------|
| • Terra Nova GMC Buick | \$82,445.80 |
| • Hickman Motors | \$87,197.60 |
| • Western Toyota | \$112,272.20 |
| • Hickman Chrysler Dodge Jeep | \$87,482.80 |
| • Humber Motors Ltd. | \$106,542.90 |

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council award the contract to Terra Nova GMC Buick for the amount of \$82,445.80 (taxes included) for the supply of two (2) NEW ½ Ton 4x4 Trucks.

Recommendation: It is the recommendation of staff to award the tender to Terra Nova GMC Buick in the amount of \$82,445.80 (taxes included) for the supply of two (2) NEW ½ Ton 4x4 Trucks.

Options:

1. Accept staff's recommendation to purchase two new vehicles.
2. Reject staff's recommendation to purchase two new vehicles. This option will create inefficiencies in daily operations and will also require us to rent vehicles on occasion.

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

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: April 13, 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 19-03 and DR 19-03 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.

Alternative Motions: The Corner Brook City Council RESOLVES to:

- (1) Approve adoption of the proposed amendments;
- (2) Refuse adoption of the proposed amendments; or
- (3) Postpone adoption of the proposed amendments, requesting additional information from staff.

Prior Council Decisions:

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, 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.

STAFF RECOMMENDATION:

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.



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

The proposed amendments were triggered by an application for a single dwelling to be located at 701 O'Connell Drive. The proponent wishes to construct the single dwelling within the current CRDA zone which does not permit single dwellings. Now, with water and sewer available, the parcel can be developed. The MDR designation and zone allow the proposed use.

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.

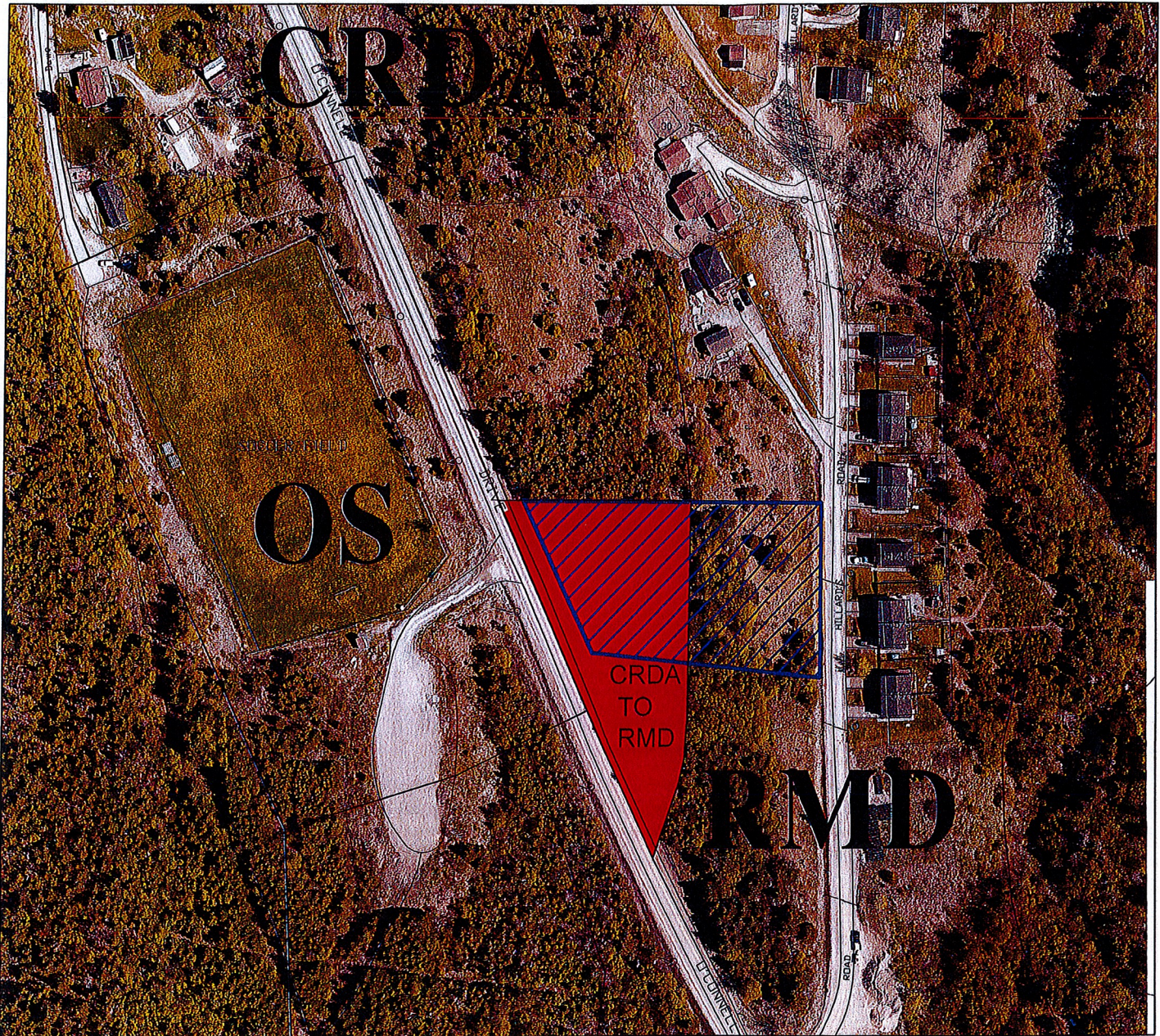
Background: Report/Document:


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

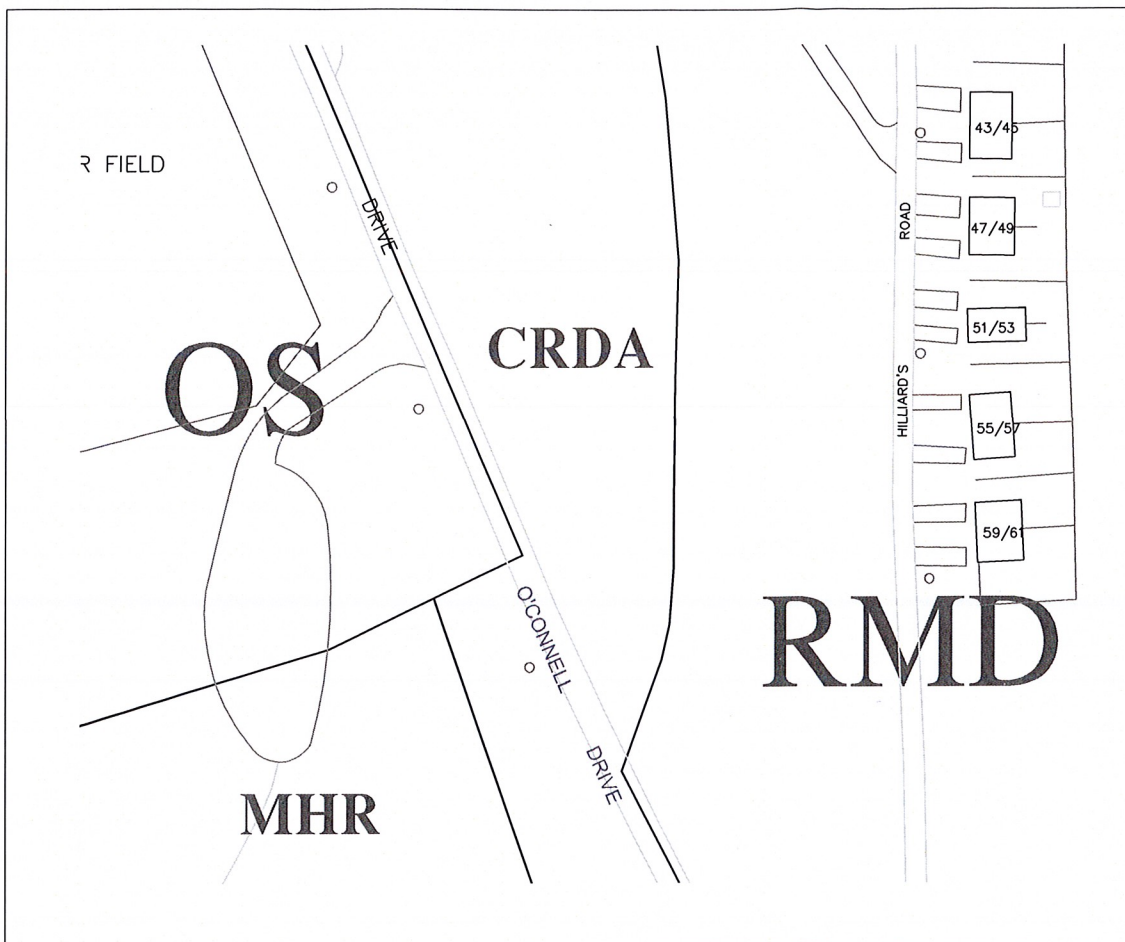
Prepared by: Deon Rumbolt		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: March 31, 2020		

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.
LEGEND BLUE HATCH - PROPERTY BOUNDARY RED HATCH - CRDA TO RMD		
 City of Corner Brook Community Engineering Development & Planning Division		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. .
DATE: September 2019		
NOT TO SCALE		



LEGEND

ZONING BOUNDARY

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

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 _____.

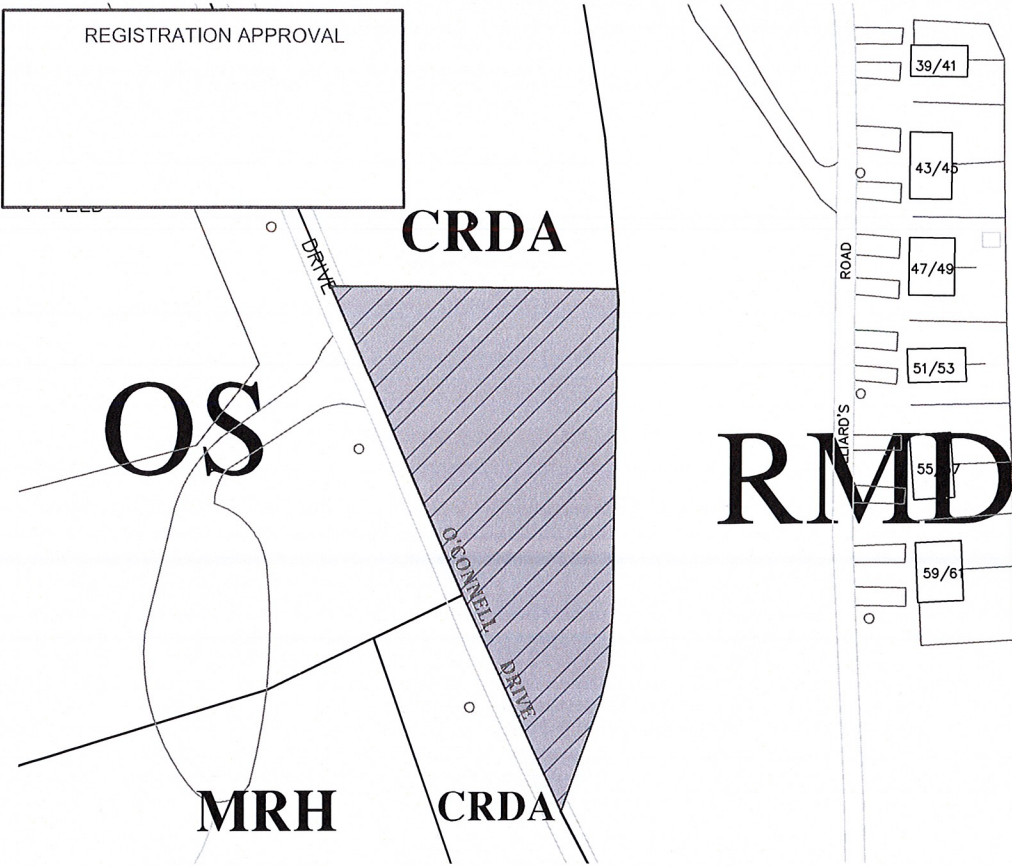
(month) (year)

MAYOR _____

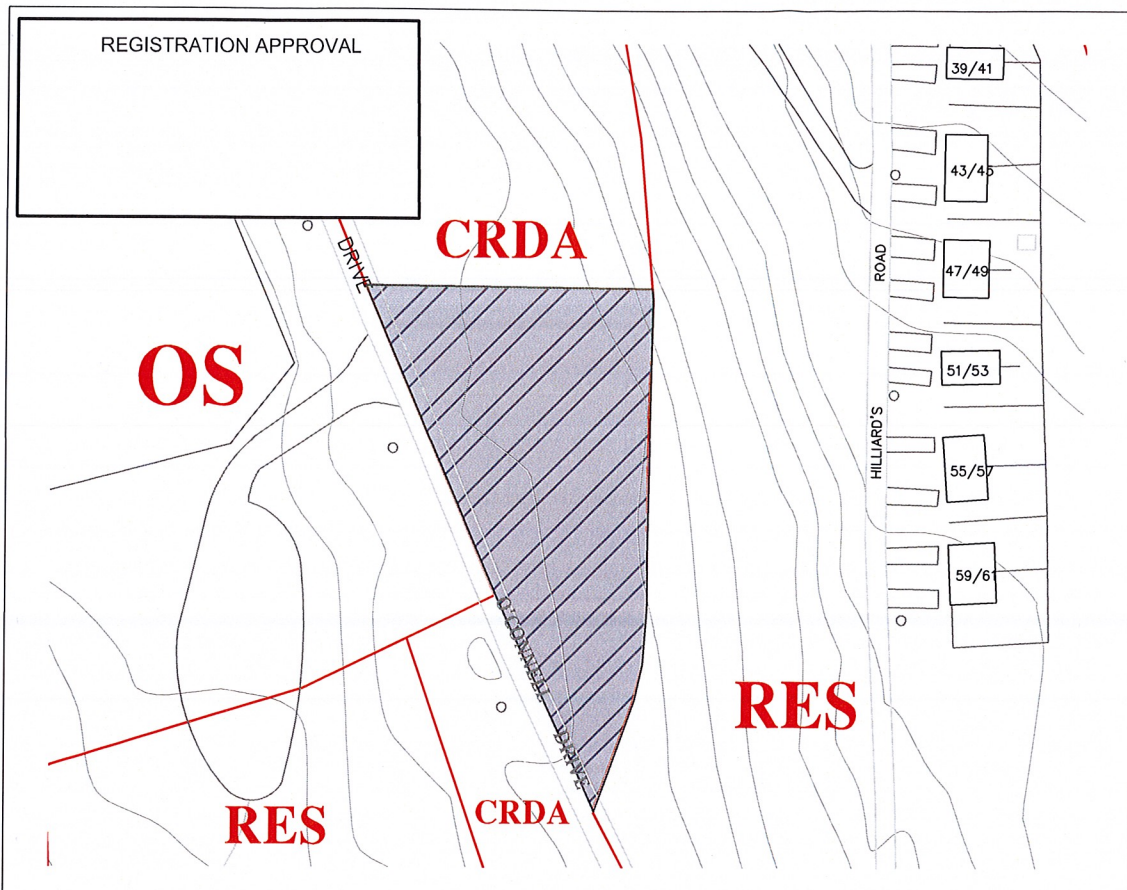
CLERK _____

DATE _____

(COUNCIL SEAL)

<div style="border: 1px solid black; width: 200px; height: 50px; margin: 0 auto; text-align: center; line-height: 50px;">REGISTRATION APPROVAL</div> 											
LEGEND <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; font-weight: normal;">Zone Title</th> <th style="text-align: left; font-weight: normal;">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: 100px; height: 20px; margin: 0 auto; text-align: center; line-height: 20px;">CHANGE FROM CRDA to RMD</div> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 10px;"> ZONING BOUNDARY <div style="width: 50px; height: 10px; background-color: black; border: 1px solid black;"></div> </div>
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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
SHOWING THE APPROXIMATE LOCATION OF ROADS, BUILDINGS AND OTHER
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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

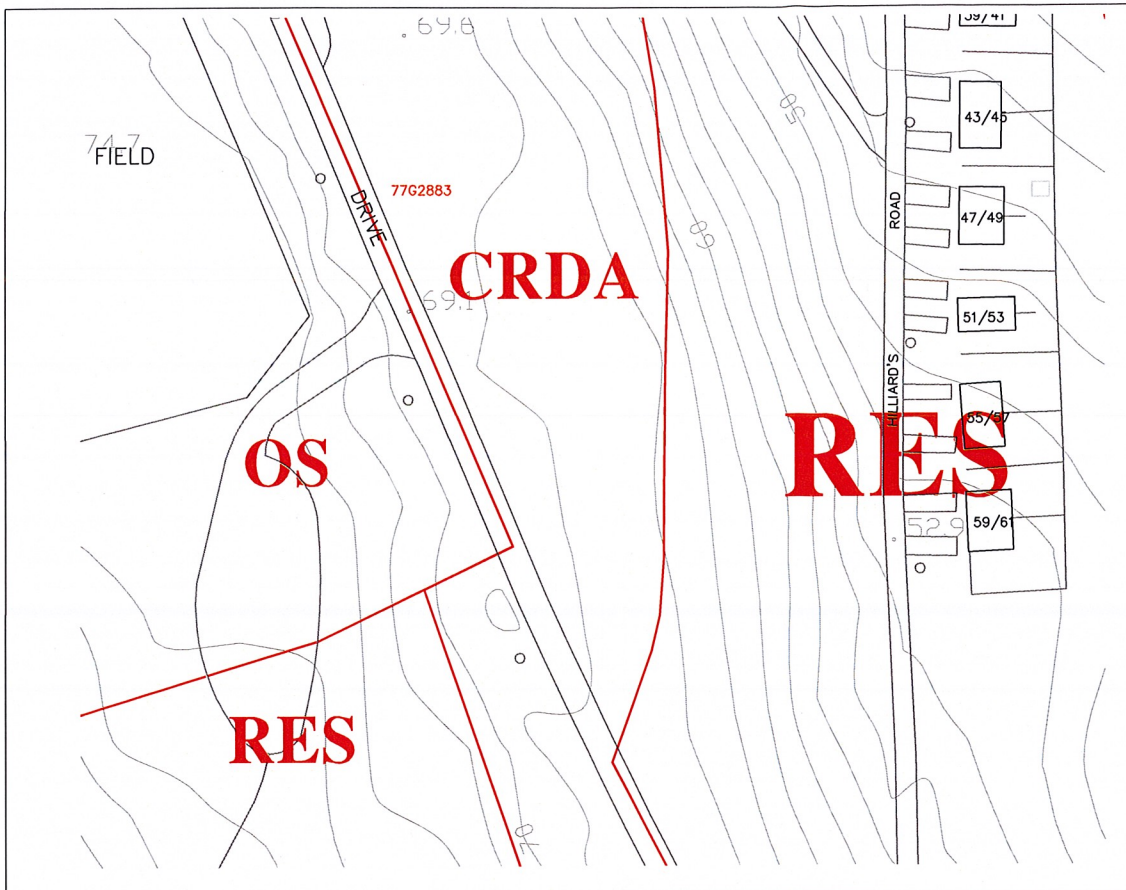
Certified that this City of Corner Brook Integrated
Municipal Sustainability Plan 2012, Map _____ is
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the Council of the City of Corner Brook on the
____ day of _____, _____
(month) (year)

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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MAYOR _____

CLERK _____

DATE _____

(COUNCIL SEAL)



2012 Development Regulations

Development Regulations Amendment No. DR19-03

701 O'Connell Drive

April, 2020

Contents

1. Type	1
2. Purpose.....	1
3. Public Consultation	1
4. Provincial Release	2
5. Adoption by Council and Public Hearing	2
6. Approval by Council.....	2
7. Amendment Statement.....	2

1. Type

Development Regulations Amendment No. DR19-03 to the City of Corner Brook's 2012 Development Regulations (henceforth the "Amendment") is a map amendment.

2. Purpose

The principal purpose of proposed Development Regulations Amendment DR19-03 is to allow Council to consider approval of a single dwelling on the subject property, 701 O'Connell Drive, which is currently, split zoned 'Comprehensive Residential Development Area (CRDA)' and 'Residential Medium Density (RMD)' (also see associated Municipal Plan Amendment MP19-03).

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising Amendments on the City's website September 18, 2019. Notice was also published in the Western Star newspaper on September 25, 2019. City staff provided the public with chance to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with Section 15 of the Act, City Staff forwarded the Amendment to the Provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Land Use Planning Division on October 23, 2019.

5. Adoption by Council and Public Hearing

In accordance with Section 16 of the Act, Council adopted the Amendment on January 10, 2020. In accordance with Section 17 of the Act, notice of adoption and tentative public hearing date (March 30, 2020) was published in a locally circulated newspaper (Western Star) on March 11 and March 18, 2020.

Where no objections were received two (2) days before the tentative public hearing date, Council cancelled the public hearing in accordance with Section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with Section 23 of the Act, Council approved the amendment (as adopted) on April 13th, 2020.

7. Amendment Statement

The City of Corner Brook's 2012 Development Regulations – Land Use Map C1 is amended by changing the land use zone of the affected area at 701 O'Connell Drive from Comprehensive Residential Development Area (CRDA) to Residential Medium Density (RMD).

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

Under the authority of Section 16 of the *Urban and Rural Planning Act, 2000*, the City of Corner Brook adopts Development Regulations Amendment No. DR19-03 to the City of Corner Brook's 2012 Development Regulations.

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

SIGNED AND SEALED this 17th 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 11th day of March, 2020 and the 18th day of March, 2020 in the Western Star newspaper; and
- c) Set the 30th day of March, 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 13th day of April, 2020.

SIGNED AND SEALED this 13th day of April, 2020.

Mayor: _____

City Clerk: _____ (Council Seal)



Integrated Municipal Sustainability Plan 2012

Municipal Plan Amendment No. MP19-03

701 O'Connell Drive

April, 2020

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1. Type

Municipal Plan Amendment No. MP19-03 to the City of Corner Brook’s Integrated Municipal Sustainability Plan 2012 (henceforth the “Amendment”) is a map amendment.

2. Purpose

The principal purpose of proposed Municipal Plan Amendment MP19-03 is to allow Council to consider approval of a single dwelling on the subject property, 701 O’Connell Drive, which is currently, split designated ‘Comprehensive Residential Development Area (CRDA)’ and ‘Residential (RES)’ (also see associated Development Regulations Amendment DR19-03).

A single dwelling is a prohibited use in the CRDA future land use. The proposed Amendments would re-designate and re-zone the CRDA portion of the subject property to RES and RMD to allow the proposed development. 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 of a single dwelling is a permitted use in the RMD zone.

The CRDA portion of the lot is proposed to be re-designated to RES. 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. This amendment includes some adjacent split designated city owned lands as well as a small undevelopable parcel currently within the CRDA designation, as these

parcels are all contiguous and benefit from the designation change to RES and the zone change to RMD. This change also impacts the integrity of the CRDA designated and zoned lands in this area creating 2 smaller CRDA zones/designations. Additional changes to this CRDA area will be forthcoming as we see potential development occurring in this area which will require future amendments.

3. Public Consultation

In accordance with section 14 of the Act, City staff conducted public consultation by advertising Amendments on the City's website September 18, 2019. Notice was also published in the Western Star newspaper on September 25, 2019. City staff provided the public with chance to inspect and provide comments on the Amendment. No concerns or objections were raised during the public consultation stage of the proposed amendment.

4. Provincial Release

In accordance with Section 15 of the Act, City Staff forwarded the Amendment to the Provincial Department of Municipal Affairs and Environment for review. Where no agency or departmental interests were identified, the Amendment was released from the Local Governance and Land Use Planning Division on October 23, 2019.

5. Adoption by Council and Public Hearing

In accordance with Section 16 of the Act, Council adopted the Amendment on January 13, 2020. In accordance with Section 17 of the Act, notice of adoption and tentative public hearing date (March 30, 2020) was published in a locally circulated newspaper (Western Star) on March 11th and 18th, 2020.

Where no objections were received two (2) days before the tentative public hearing date, Council cancelled the public hearing in accordance with Section 20 and subsection 21(1) of the Act.

6. Approval by Council

In accordance with Section 23 of the Act, Council approved the amendment (as adopted) on April 13, 2020.

7. Amendment Statement

The City of Corner Brook's Integrated Municipal Sustainability Plan 2012 is amended as follows:

The City of Corner Brook's Integrated Municipal Sustainability Plan 2012 – Generalized Future Land Use Maps A and B are amended by changing the land use designation of the affected area at 701 O'Connell Drive from Comprehensive Residential Development Area (CRDA) designation to Residential (RES) designation.

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 Municipal Plan 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 11th and 28th of March, 2020 in the Western Star newspaper; and
- c) Set the 30th day of March, 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 the 13th day of April, 2020.

Mayor: _____

Clerk: _____

(Council Seal)



Government of Newfoundland and Labrador
 Department of Municipal Affairs and Environment
 Municipal Infrastructure and Support Branch

APR 08 2020

COR/2020/00743-01

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

Dear Mr. Warford:

Re: 2012-2014 and 2014-2017 Multi Year Capital Works Program (MYCW)

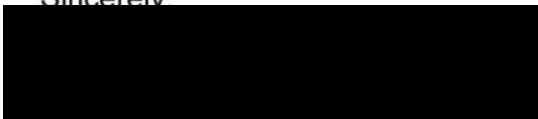
I refer to Council's recent emails with an MAE official, requesting authorization to reallocate funding within its existing MYCW allocation. I am pleased to advise that your request has been approved per the revised attached Schedule A's.

Enclosed please find in duplicate, 2012-2014 Amendment # 3 and 2014-2017 Amendment #3 between the Department of Municipal Affairs and Environment and the City of Corner Brook, with respect to this project. Upon reviewing the Amendment, please arrange to have the two copies signed by the Mayor and Clerk, witnessed, and affixed with the seal of the Town. Council is also requested to provide the date whereby the Mayor and Clerk were authorized by a resolution in the Minute of Council to enter into this Amendment on behalf of Council. A copy of the Minute of Council is to be attached to each Amendment, and marked as Appendix "A". These documents are to be returned to my office, whereby they will be signed, witnessed, and affixed with the seal of the Department. A signed copy will be forwarded to Council for its records.



Should you have any other questions regarding the above, please contact Mr. Chris Power, P. Eng., Regional Engineer for the Western Region, email ChrisPower@gov.nl.ca . Thank you for your co-operation.

Sincerely



Bren Hanlon, CPA, CMA, MBA
 ADM of Municipal Infrastructure and Support
 Department of Municipal Affairs and Environment

/jl

cc: Hon. Gerry Byrne, MHA
 Hon. Scott Reid, MHA
 Mr. Eddie Joyce, MHA
 Ms. K. Kieley, P. Eng., FEC, Director (A)
 Ms. H. Scott, Regional Manager
 Mr. C. Power, P. Eng., Regional Engineer
 Mr. H. Khan, P. Eng.
 Ms. C. Johnson
 Mr. J. O'Leary
 Ms. M. Madden
 Ms. E. Shea



Government of Newfoundland and Labrador
Department of Municipal Affairs and Environment

Municipal Infrastructure Agreement Checklist

Please complete the checklist below and have a representative of the City/Town/LSD sign and date the checklist on the applicable line. There is no need to return the Guidelines or the funding approval letter.

Please ensure that all items noted below are returned:

- Municipal Infrastructure Agreement Checklist (this document) ☐
- Funding agreement (2 original copies) ☐
- Minute of Council/Committee accepting the funding (2 original copies) ☐

Item	Community	MAE
Date received stamp is present on the first page of the Agreement	N/A	<input type="checkbox"/>
Resolution to accept funding supported by Minutes of Council/Committee <ul style="list-style-type: none"> Resolution to contain the project name, project number and project value Each copy of the Agreement is to include a copy of the Minutes of Council/Committee Include only the portion of the meeting minutes pertaining to the discussion and resolution of Council/Committee 	<input type="checkbox"/>	<input type="checkbox"/>
Date entered in the second "AND WHEREAS" clause of the Agreement (p. 1) <ul style="list-style-type: none"> Once the Minister signs, MAE will complete the first line of the Agreement. 	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Designated Official, and witnesses	<input type="checkbox"/>	<input type="checkbox"/>
Agreement signed by Minister (or delegate) and witnesses	N/A	<input type="checkbox"/>

To be completed by community representative:

Signature Title Date

To be completed by MAE representative

Signature Title Date



Sample Council/Committee Resolution

The sample motion below is intended to be used for illustrative purposes only and communities can edit or change as required.

At the Meeting of Council/Committee on DATE, Council/Committee passed the following motion as it relates to the PROJECT NAME project (PROJECT NUMBER)

Motion # XXXXXX

Moved by NAME/TITLE and seconded by NAME/TITLE

BE IT RESOLVED to accept cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated DATE to complete PROJECT NAME (PROJECT NUMBER) for PROJECT VALUE. COMMUNITY NAME agrees to provide MUNICIPAL SHARE VALUE in funding for this project and authorizes the Mayor/Committee Chair and Town Clerk/Secretary to enter into a funding agreement with the Department of Municipal Affairs and Environment on behalf of COMMUNITY NAME.

Motion Adopted / Defeated

In Favor – XX

Opposed – XX

Abstained or declared conflict of interest – XX

**City of Corner Brook
2012-14 Multi Year**

Schedule A Revised April 2020

Project	Project #	Revised Funding June 2019	Revised Funding April 2020	Rebate	Net Funding	Provincial Share	Municipal Share
STREET UPGRADING & PAVING	17-MYCW-13-12192	1,883,281.40	1,883,281.40	83,357.10	1,799,924.30	1,259,947.01	539,977.29
WATER SYSTEMS UPGRADING	17-MYCW-13-12193	370,000.00	370,000.00	16,410.48	353,589.52	247,512.66	106,076.86
SEWER SYSTEMS UPGRADING	17-MYCW-13-12194	50,570.18	50,570.18	2,256.44	48,313.74	33,819.62	14,494.12
RECREATION BUILDING REPLACEMENT - WELLINGTON STREET	17-MYCW-13-12195	850,000.00	850,000.00	37,611.00	812,389.00	568,672.30	243,716.70
RE-ROOF PEPSI STUDIO ATRIUM	17-MYCW-13-12196	150,000.00	150,000.00	6,637.00	143,363.00	100,354.10	43,008.90
BARTLETT'S POINT DAYPARK	17-MYCW-13-12198	-	-	(0.39)	0.39	0.27	0.12
Pepsi Studio Recreation Upgrade	17-MYCW-14-00004	440,732.01	440,732.01	19,501.42	421,230.59	294,861.41	126,369.18
Recreation upgrades - Softball Netting System	17-MYCW-14-00005	85,000.00	85,000.00	3,761.06	81,238.94	56,867.26	24,371.68
Recreation Upgrades - Skate park Equipment	17-MYCW-14-00006	15,001.00	15,001.00	663.76	14,337.24	10,036.07	4,301.17
Public Works Depot Replacement, additional funding	17-MYCW-13-12197	100,000.00	100,000.00	4,425.00	95,575.00	66,902.50	28,672.50
Enterprise Resource Planning Software, additional funding	17-MYCW-13-12191	400,000.00	400,000.00	17,699.00	382,301.00	267,610.70	114,690.30
Water Transmission Main Extension	17-MYCW-14-00028	3,802,540.15	3,802,540.15	168,576.90	3,633,963.25	2,543,774.28	1,090,188.98
Combined Sewer Separation	17-CWWF-17-00125	-	504,204.30	46,974.30	457,230.00	320,061.00	137,169.00
Unallocated		504,204	-		-	-	-
TOTAL		8,651,329	8,651,329	407,873	8,243,456	5,770,419	2,473,037

MUNICIPAL INFRASTRUCTURE AGREEMENT

2012-2014
Amendment #3

This Agreement made this day of , 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, as represented by the Minister of Municipal Affairs and Environment (hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

THE CITY OF CORNER BROOK
(hereinafter referred to as the "Council")

OF THE SECOND PART

WHEREAS The Minister and the Council have agreed to enter into a multi-year capital works agreement for the financing of the project(s) outlined in schedule A and the letter dated the day of A.D., , hereinafter referred to as the "works", and have agreed to cost not in excess of \$8,651,329 which amounts to \$8,243,456 after the GST/HST rebate calculation;

AND WHEREAS the Minister of Municipal Affairs and Environment has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the Mayor and Clerk of the Council have been authorized by a Resolution in the Minutes of Council dated the day of A.D., (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Council;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Council hereby agree as follows:

OBLIGATIONS OF THE MINISTER:

1. To make payment to the municipality \$5,770,419 of the eligible costs of the project as these costs are incurred and upon receipt of the required documentation

OBLIGATIONS OF THE COUNCIL:

1. To arrange financing of \$2,473,037 for the municipal share of the project through a bank or financial institution on the basis of an Approval to Borrow.
2. To ensure that a cumulative cost of projects included in Schedule A does not exceed the authorized funding of \$8,651,329. All costs in excess of the approved funding will be one hundred percentum (100%) responsibility of the Council for payment. The costs to be covered by this funding, includes but is not limited to capital, HST and engineering.
3. To have the work completed in accordance with the *Municipalities Act*, 1999, c.M24, as amended, or any successor legislation, and the *Public Tender Act*, 1990 c.P45, as amended, or any successor legislation.
4. To indemnify and save harmless the Minister from and against all claims, demands, losses, damages, costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Council or its servants or agents in carrying out the project.
5. To have all work on the project concluded and final invoices submitted to the Department not later than March 31, 2021.

THE PARTIES FURTHER AGREE:

1. Subject to the prior written approval of the Minister, the works may be amended or substituted, provided the amendment or substitution does not exceed the approved funding set forth in this agreement.
2. Council will consent to a public announcement of the project by the Province. After official announcement of the project by the Province or 14 days after the Agreement has been signed by both parties, whichever is earlier, the project will be considered to be in the public domain.
3. Time shall be of the essence with respect to all matters in this Agreement.

4. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
5. The validity, interpretation and performance of this Agreement shall be governed by the laws in force in the Province of Newfoundland & Labrador.
6. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Any provision of this Agreement which is prohibited or unenforceable will be effective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
8. This Agreement together with the letter of approval, and the Municipal Infrastructure Project Guidelines attached hereto constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
9. Neither this Agreement nor any of the rights, benefits, duties and liabilities contained herein may be assigned by either party without the prior written consent of the other party.
10. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.

This Agreement has been executed on behalf of the Province by the Minister responsible for the Department of Municipal Affairs and Environment and by the Mayor and Clerk of the City of Corner Brook, the day and year first before written.

SIGNED AND SEALED by the

Minister of Municipal Affairs and Environment and the Seal of the Department
was hereunto affixed in the presence of:

WITNESS

MINISTER OF MUNICIPAL AFFAIRS AND
ENVIRONMENT

SIGNED AND SEALED by the

Mayor and Clerk of the
City of Corner Brook
and the Seal of the
City of Corner Brook
was hereunto affixed in the presence of:

WITNESS

MAYOR

WITNESS

CLERK

APPENDIX "A"

DEPARTMENT OF MUNICIPAL AFFAIRS AND ENVIRONMENT MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

It is essential for the municipality and also the municipal engineer or prime consultant to comply with the following guidelines in order for the project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.

STATEMENT OF INTENT

- 1.0 The Department's municipal infrastructure programs are focused on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades/replacements; and make efficient use of municipal infrastructure funding. Funding will generally not be available for projects that are directly or indirectly intended to open up land for new developments (residential, commercial, industrial or municipal).

FINANCIAL

- 1.1. Project delivery timelines have been established for each stage of the capital works notification and implementation process (see table below). If a timeline target is expected to exceed this policy, Council must immediately notify the Director of Municipal Infrastructure. Projects will be **cancelled** if timeline targets are exceeded – unless prior approval to extend timelines has been provided by the Director of Municipal Infrastructure. The Director may provide an amended timeline based on the following considerations:

- 1.1.1. Scope and complexity of project
- 1.1.2. Unanticipated environmental considerations
- 1.1.3. Extenuating circumstances that preclude the availability of key resources

To provide strong incentive to municipalities/LSD's to actively deliver projects in the shortest time possible, the Department has established timelines for project delivery associated with its infrastructure programs.

Project Delivery Timelines	
Date of Council notification to Date signed Agreement received at Headquarters days	60
Date of Council notification to Date when all contracts for project are awarded months	24-36
Date of Council Notification to project completion	36-48

months

<p>For routine projects that would normally be completed within one construction season following contract award, i.e., water and sewer, pumphouse upgrades and road paving/repair projects, communities will be given a period of 24 months from the date of approval of the project to have all contracts associated with that project awarded. Communities will be given an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>
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<p>For more complex projects that are typically considered multi-year or phased projects; such as, major municipal/recreational buildings, water and wastewater treatment plants, communities will be given a period of 36 months to have all contracts associated with that project awarded, with an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>

- 1.2. Funding will be provided based on Council's assurance to this Department of its ability to meet its share of the cost. The Municipality must meet its share of the project costs, and this Department will not, under any circumstances contribute by way of special grants or otherwise, any amount in excess of the approved project costs. If Council's financial position has changed so that it cannot meet its share, then Council should immediately notify the Minister and this project will be required to be cancelled.
- 1.3. Eligible project costs include construction costs, associated land acquisition costs, engineering and other professional fees. The Department will not be incurring any interim interest charges during construction.
- 1.4. Ineligible costs include any costs associated with the initial development of previously undeveloped areas (i.e. greenfield sites), including land acquisition, leasing, or resale; real estate or legal fees; surveys, site selection, and preparation; and financing charges and loan interest payments.
- 1.5. In addition to the ineligible costs outlined in 1.4, the Department also reserves the right to withhold approval for any project applications, funding allocation or reallocation requests, or payments related to activities that are not reasonably consistent with the program's Statement of Intent.
- 1.6. The Provincial payment may be advanced based on projected cash flows when project costs are committed through a contract award. Final project payment will be based on the costs indicated in the status report and job control sheet.
- 1.7. Project funding has been reduced by the amount of GST/PST (HST where applicable) rebate due to the municipality if the full project costs are expended. The municipality is required to apply for the appropriate rebates. The GST/PST rebate is to be used by the municipality as part of the project funding. **Interim financing of the GST/PST rebate will be the responsibility of the municipality.**
- 1.8. The municipality may not charge more than a nominal fee sufficient to cover royalties and

reasonable equipment rental rates if council equipment is used for loading material supplied from a municipality owned borrow pit for use on the project. This applies regardless of whether the material is supplied directly to the project or to the contractor for incorporation in the project. Approval of the Regional Engineer is required before any costs can be charged relating to this clause.

- 1.9. A separate capital chequing account (using pre-numbered cheque book) must be established by Council at its bank to be used solely for this project.
- 1.10. If requested by the Department, Council must submit an itemized list of all cheques issued including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

ENGINEERING & CONSTRUCTION

- 2.1 Minister's approval is required before Council can engage or change a consulting engineering / architectural firm in relation to this project.
- 2.2 The Department will require a Request for Proposals (RFP) for professional services for municipal infrastructure projects that have a high potential of increasing the value of public funds. The Department will determine at its sole discretion whether or not a professional service RFP will be required. **When the Department has determined that a professional service RFP is required, the project funding approval will be conditional upon the municipality issuing an RFP for professional services.** This requirement will be identified in the funding approval letter and in the funding agreement. A public RFP will introduce a process whereby the consultant is selected by a municipality based on the best fit from a technical and cost perspective. Selection considerations which use cost as an evaluation factor will assist in obtaining the most cost effective service. An RFP will also aid in ensuring that appropriate expertise is employed, past performance is recognized and a competitive process is obtained.
- 2.3 No engineering/architectural work is to be undertaken until the Prime Consultant Agreement has been approved by the Regional Office and signed by the municipality and prime consultant. This agreement must indicate the services to be provided, the rates to be charged and a completion schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the engineering staff involved.
- 2.4 To obtain approval, the consultant must forward a copy of the proposed Prime Consultant Agreement to the appropriate Regional Engineer. After signing, the consultant must forward copies of the signed Prime Consultant Agreement to the Municipality and the Regional Engineer. Municipalities are not to pay any engineering fees unless a signed Prime Consultant Agreement is in place. In this regard the Department will not advance any funds until they have a copy of this agreement. **Engineering fees in excess of the amount approved in the Prime Consultant Agreement will not be eligible for funding unless agreed to and requested by the municipality and approved by the Regional Engineer.**

-
- 2.5 The municipal engineer or prime consultant must liaise with the Regional Office on all

aspects of the project.

- 2.6 The municipal engineer or prime consultant must complete the special form which the Department of Municipal Affairs and Environment requires when applying for a Permit. The Regional Engineer requires a copy of this form at the time of submission of plans and specifications for approval to tender. The municipal engineer or prime consultant's attention is drawn to the Department of Municipal Affairs and Environment's requirement for pre-registration of certain categories of projects.
- 2.7 Before construction can commence or tenders can be called; plans, specifications and a current detailed cost estimate must be submitted to the appropriate Regional Engineer. In accordance with the *Municipalities Act, 1999* tenders cannot be called or contracts be awarded for any or all of this project without the approval of the Minister. The municipal engineer or prime consultant must also submit, prior to tender calls, a copy of the plans and specifications to the municipality and all Government departments and agencies such as, Fire Commissioner's Office, Department of Transportation & Works, and other agencies that might have jurisdiction for approval.
- 2.8 A copy of the signed contract documents for the construction of the project must be forwarded within one week of signing to the appropriate Regional Engineer. Contracts should be signed at the earliest opportunity. The prime consultant must notify the Regional Office of the time and location of pre-design, design, preconstruction and construction meetings in a timely manner to allow a representative of the Regional Office an opportunity to attend.
- 2.9 It is the responsibility of the Council and its prime consultants to ensure that all easements and rights-of-way are acquired before the contract is awarded. Rights-of-way and easements, as they apply to Councils, are covered under Sections 167 inclusively in the *Municipalities Act, 1999* and amendments.
- 2.10 Authority and process for the issuance of change orders are as follows; All Change orders are required to be pre-approved by the Regional Office. The municipality should specifically note that all costs in excess of the approved amount indicated on the "Approval to Award" letter will be 100% responsibility of the municipality unless written approval of the Regional Engineer is obtained prior to the expenditure of the funds.
- 2.11 The municipal engineer or prime consultant must submit copies of the as-built drawings within two months of substantial completion of the project, the preparation of which is to be included as one of the engineering services in the engineering contract. Copies must be submitted to the municipality and the Regional Engineer. As-built drawings and related Municipal Information System (MIMS) data must be submitted on CD in AutoCad format (Version 2000 or newer) and comply with the current version of the Department's MIMS data standards document. The Municipality shall not delete the requirement for as-built drawings. Funds must be allocated for this vital engineering service. Tenders will not be authorized until the as-builts for the previous phase have been submitted.
- 2.12 Where applicable, the prime consultant must produce a system operation and maintenance manual and submit it to the municipality.

2.13 Road reconstruction eligibility is described further in these guidelines.

GENERAL ADMINISTRATION

- 3.1 Any extensions to a construction contract, if necessary, require the written approval of the Minister. Unless exceptional circumstances apply, extensions will not normally be approved. In the event a project is completed below the estimated amount, the savings may not be available to the municipality to be used otherwise. The Department will deal with reallocations on a province-wide basis.
- 3.2 Council will be responsible for all overruns or funding commitments that exceed the approved project funding.
- 3.3 The municipal engineer or prime consultant must submit status reports within 10 days of the end of each month to the Department's Regional Engineer and the municipality/LSD. These reports must span from the date of appointment of the consultant to the date of final completion of the project. The final status report must be marked as such. Copies of all engineering invoices, change orders, substantial performance certificates and contractor's progress payments associated with the project must also be submitted with the monthly status report. The municipality/LSD shall not pay engineering invoices unless the status report has been received and also shall not pay the final engineering invoice until the as-builts are received.
- 3.4 Project signs must be prominently displayed near the works within the municipality. The signs must conform to the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The prime consultant must certify that the project signs are in place before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award basis, and not on a "Project Management" basis. "Project Management" is defined as construction with council forces for the purposes of these guidelines. Only in exceptional cases will projects be authorized to proceed on a "Project Management" basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process which incorporates life cycle analysis as criteria for infrastructure selection will be required to follow specific guidelines prepared by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the limits of the project and is started after the contract has been awarded, the installation of the service laterals from the main to the building will be the responsibility of the owner. The exception is where a permit has been given and the foundation of the new building has been installed, before the water and/or sewer mains have been installed in front of the building lot, the service lateral may be installed under the contract.

3.8 Please use the Department's project number on all correspondence, status reports,

etc., relating to this project.

GENERAL ADMINISTRATION

- 3.1 Any extension to a construction contract is necessary, require the written approval of the Minister. Unless exceptional circumstances apply, extensions will not normally be allowed. In the event a project is completed below the estimated amount, the savings may not be available to the municipality to be used otherwise. The Department will deal with reallocation on a province-wide basis.
- 3.2 Council will be responsible for all payments or funding commitments that exceed the approved project funding.
- 3.3 The municipal engineer or prime consultant must submit status reports within 10 days of the end of each month to the Department's Regional Engineer and the municipal engineer. These reports must be submitted on the date of approval of the consultant to the date of final completion of the project. The final status report must be marked as such. Copies of all engineering reviews, change orders, substantial performance certificates and contractor progress payments associated with the project must also be submitted with the monthly status report. The municipal USD shall not be responsible for reviewing invoices unless the status report has been received and also shall not pay the final engineering invoice until the building has been received.
- 3.4 Project signs must be prominently displayed near the works within the municipality. The signs must contain the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The prime consultant must ensure that the project signs are in place before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award process and not on a Project Management basis. Project Management is defined as a construction with control for the purchase of these services. Only in exceptional cases will projects be subjected to proceed on a Project Management basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process which incorporate the value analysis as criteria for infrastructure selection will be required to follow specific guidelines presented by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the limits of the project signs stated after the contract has been awarded, the installation of the service meters from the main to the building will be the responsibility of the owner. The exception is where a main line main given and the foundation of the new building has been installed before the water and/or sewer mains have been installed in front of the building for the service lateral may be installed under the contract.

Road Reconstruction Eligibility

Schedule 1 Eligible Costs	Schedule 2 Ineligible Costs
<ol style="list-style-type: none"> 1. Engineering Costs 2. Road widening and horizontal and vertical re-alignment of existing roads 3. Re-capping of existing roads including preparatory patching 4. New pavement on existing roads 5. New road construction including if deemed necessary by the Department 6. Paving or upgrading of municipal owned parking lots 7. Construction of new retaining walls relating to road construction 8. Construction or upgrading of concrete curb and gutter, concrete curb, combined concrete curb and sidewalk and sidewalks of concrete, asphalt, or other approved materials if and when undertaken as part of an overall street or road construction or reconstruction program 9. New storm drainage system relating to road improvements - storm sewers, manholes, catch basins, open ditches. 10. Raising to grade - manholes, valves, catch basins, etc. 11. Relocation of public utilities affected by road construction (poles, water and sewer lines, etc.) 12. Installation of guardrails 	<ol style="list-style-type: none"> 1. Sidewalks on all roads, except as in Item 8, Schedule 1 2. Patching - except where recapping of the whole area is to be done as part of the overall project. Example: <ul style="list-style-type: none"> • patching depressions and potholes • repairs to edges of pavement • repairs to pavement as a result of cuts to permit installation of water and sewer services • repairs to broken or badly placed pavement 3. General Maintenance Work: <ul style="list-style-type: none"> • repairs to roads - washouts, filling potholes, etc. • extensions on existing culverts where no other work on the road is planned • replacement of existing culverts - where existing culvert was originally installed improperly, or was damaged or made inoperable due to improper maintenance • cleaning out ditches • repairs to sidewalks • repairs to curb and gutter • scarifying and reshaping where no granulars or other surfacing is being applied 4. (a) Private roads to and within private subdivision <ul style="list-style-type: none"> (b) Private roads in or leading to subdivision, will not be eligible for cost shared funding after takeover by the municipality, unless, at the time of takeover, the standard of that road is equal to or greater than the highest standard of existing roads under the municipality's jurisdiction

13. Reinstatement of affected property caused by road construction under the Program (lawns, fences, etc.)	5. Landscaping, except as is provided for in Item 13, Schedule 1
14. Turn-a-rounds (cul-des-sacs)	6. Snow plowing, including sanding and salting of streets
15. New bridge construction, overpass construction, underpass construction including handrails and walkways	
16. Driveway culverts, where part of overall road upgrading program	
17. Replacement of existing culverts in order to increase capacity	
18. Property acquisition, where approved by the Department	
19. Traffic lights and traffic markings where approved by the Department	
20. Pavement management program	
Note: It is understood that all construction will be to acceptable Engineering Standards and conform to the Municipal Water & Sewer and Roads Master Specifications.	

MUNICIPAL INFRASTRUCTURE AGREEMENT

2012-2014
Amendment #3

This Agreement made this day of , 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, as represented by the Minister of Municipal Affairs and Environment (hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

THE CITY OF CORNER BROOK
(hereinafter referred to as the "Council")

OF THE SECOND PART

WHEREAS The Minister and the Council have agreed to enter into a multi-year capital works agreement for the financing of the project(s) outlined in schedule A and the letter dated the day of A.D., , hereinafter referred to as the "works", and have agreed to cost not in excess of \$8,651,329 which amounts to \$8,243,456 after the GST/HST rebate calculation;

AND WHEREAS the Minister of Municipal Affairs and Environment has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the Mayor and Clerk of the Council have been authorized by a Resolution in the Minutes of Council dated the day of A.D., (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Council;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Council hereby agree as follows:

OBLIGATIONS OF THE MINISTER:

1. To make payment to the municipality \$5,770,419 of the eligible costs of the project as these costs are incurred and upon receipt of the required documentation

OBLIGATIONS OF THE COUNCIL:

1. To arrange financing of \$2,473,037 for the municipal share of the project through a bank or financial institution on the basis of an Approval to Borrow.
2. To ensure that a cumulative cost of projects included in Schedule A does not exceed the authorized funding of \$8,651,329. All costs in excess of the approved funding will be one hundred percentum (100%) responsibility of the Council for payment. The costs to be covered by this funding, includes but is not limited to capital, HST and engineering.
3. To have the work completed in accordance with the *Municipalities Act*, 1999, c.M24, as amended, or any successor legislation, and the *Public Tender Act*, 1990 c.P45, as amended, or any successor legislation.
4. To indemnify and save harmless the Minister from and against all claims, demands, losses, damages, costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Council or its servants or agents in carrying out the project.
5. To have all work on the project concluded and final invoices submitted to the Department not later than March 31, 2021.

THE PARTIES FURTHER AGREE:

1. Subject to the prior written approval of the Minister, the works may be amended or substituted, provided the amendment or substitution does not exceed the approved funding set forth in this agreement.
2. Council will consent to a public announcement of the project by the Province. After official announcement of the project by the Province or 14 days after the Agreement has been signed by both parties, whichever is earlier, the project will be considered to be in the public domain.
3. Time shall be of the essence with respect to all matters in this Agreement.

4. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
5. The validity, interpretation and performance of this Agreement shall be governed by the laws in force in the Province of Newfoundland & Labrador.
6. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Any provision of this Agreement which is prohibited or unenforceable will be effective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
8. This Agreement together with the letter of approval, and the Municipal Infrastructure Project Guidelines attached hereto constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
9. Neither this Agreement nor any of the rights, benefits, duties and liabilities contained herein may be assigned by either party without the prior written consent of the other party.
10. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.

This Agreement has been executed on behalf of the Province by the Minister responsible for the Department of Municipal Affairs and Environment and by the Mayor and Clerk of the City of Corner Brook, the day and year first before written.

SIGNED AND SEALED by the
Minister of Municipal Affairs and Environment and the Seal of the Department
was hereunto affixed in the presence of:

WITNESS

MINISTER OF MUNICIPAL AFFAIRS AND
ENVIRONMENT

SIGNED AND SEALED by the
Mayor and Clerk of the
City of Corner Brook
and the Seal of the
City of Corner Brook
was hereunto affixed in the presence of:

WITNESS

MAYOR

WITNESS

CLERK

APPENDIX "A"

DEPARTMENT OF MUNICIPAL AFFAIRS AND ENVIRONMENT MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

It is essential for the municipality and also the municipal engineer or prime consultant to comply with the following guidelines in order for the project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.

STATEMENT OF INTENT

- 1.0 The Department's municipal infrastructure programs are focused on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades/replacements; and make efficient use of municipal infrastructure funding. Funding will generally not be available for projects that are directly or indirectly intended to open up land for new developments (residential, commercial, industrial or municipal).

FINANCIAL

- 1.1. Project delivery timelines have been established for each stage of the capital works notification and implementation process (see table below). If a timeline target is expected to exceed this policy, Council must immediately notify the Director of Municipal Infrastructure. Projects will be **cancelled** if timeline targets are exceeded – unless prior approval to extend timelines has been provided by the Director of Municipal Infrastructure. The Director may provide an amended timeline based on the following considerations:

- 1.1.1. Scope and complexity of project
- 1.1.2. Unanticipated environmental considerations
- 1.1.3. Extenuating circumstances that preclude the availability of key resources

To provide strong incentive to municipalities/LSD's to actively deliver projects in the shortest time possible, the Department has established timelines for project delivery associated with its infrastructure programs.

Project Delivery Timelines	
Date of Council notification to Date signed Agreement received at Headquarters	60 days
Date of Council notification to Date when all contracts for project are awarded	24-36 months
Date of Council Notification to project completion	36-48

months

<p>For routine projects that would normally be completed within one construction season following contract award, i.e., water and sewer, pumphouse upgrades and road paving/repair projects, communities will be given a period of 24 months from the date of approval of the project to have all contracts associated with that project awarded. Communities will be given an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>
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<p>For more complex projects that are typically considered multi-year or phased projects; such as, major municipal/recreational buildings, water and wastewater treatment plants, communities will be given a period of 36 months to have all contracts associated with that project awarded, with an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>

- 1.2. Funding will be provided based on Council's assurance to this Department of its ability to meet its share of the cost. The Municipality must meet its share of the project costs, and this Department will not, under any circumstances contribute by way of special grants or otherwise, any amount in excess of the approved project costs. If Council's financial position has changed so that it cannot meet its share, then Council should immediately notify the Minister and this project will be required to be cancelled.
- 1.3. Eligible project costs include construction costs, associated land acquisition costs, engineering and other professional fees. The Department will not be incurring any interim interest charges during construction.
- 1.4. Ineligible costs include any costs associated with the initial development of previously undeveloped areas (i.e. greenfield sites), including land acquisition, leasing, or resale; real estate or legal fees; surveys, site selection, and preparation; and financing charges and loan interest payments.
- 1.5. In addition to the ineligible costs outlined in 1.4, the Department also reserves the right to withhold approval for any project applications, funding allocation or reallocation requests, or payments related to activities that are not reasonably consistent with the program's Statement of Intent.
- 1.6. The Provincial payment may be advanced based on projected cash flows when project costs are committed through a contract award. Final project payment will be based on the costs indicated in the status report and job control sheet.
- 1.7. Project funding has been reduced by the amount of GST/PST (HST where applicable) rebate due to the municipality if the full project costs are expended. The municipality is required to apply for the appropriate rebates. The GST/PST rebate is to be used by the municipality as part of the project funding. **Interim financing of the GST/PST rebate will be the responsibility of the municipality.**
- 1.8. The municipality may not charge more than a nominal fee sufficient to cover royalties and

reasonable equipment rental rates if council equipment is used for loading material supplied from a municipality owned borrow pit for use on the project. This applies regardless of whether the material is supplied directly to the project or to the contractor for incorporation in the project. Approval of the Regional Engineer is required before any costs can be charged relating to this clause.

- 1.9. A separate capital chequing account (using pre-numbered cheque book) must be established by Council at its bank to be used solely for this project.
- 1.10. If requested by the Department, Council must submit an itemized list of all cheques issued including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

ENGINEERING & CONSTRUCTION

- 2.1 Minister's approval is required before Council can engage or change a consulting engineering / architectural firm in relation to this project.
- 2.2 The Department will require a Request for Proposals (RFP) for professional services for municipal infrastructure projects that have a high potential of increasing the value of public funds. The Department will determine at its sole discretion whether or not a professional service RFP will be required. **When the Department has determined that a professional service RFP is required, the project funding approval will be conditional upon the municipality issuing an RFP for professional services.** This requirement will be identified in the funding approval letter and in the funding agreement. A public RFP will introduce a process whereby the consultant is selected by a municipality based on the best fit from a technical and cost perspective. Selection considerations which use cost as an evaluation factor will assist in obtaining the most cost effective service. An RFP will also aid in ensuring that appropriate expertise is employed, past performance is recognized and a competitive process is obtained.
- 2.3 No engineering/architectural work is to be undertaken until the Prime Consultant Agreement has been approved by the Regional Office and signed by the municipality and prime consultant. This agreement must indicate the services to be provided, the rates to be charged and a completion schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the engineering staff involved.
- 2.4 To obtain approval, the consultant must forward a copy of the proposed Prime Consultant Agreement to the appropriate Regional Engineer. After signing, the consultant must forward copies of the signed Prime Consultant Agreement to the Municipality and the Regional Engineer. Municipalities are not to pay any engineering fees unless a signed Prime Consultant Agreement is in place. In this regard the Department will not advance any funds until they have a copy of this agreement. **Engineering fees in excess of the amount approved in the Prime Consultant Agreement will not be eligible for funding unless agreed to and requested by the municipality and approved by the Regional Engineer.**

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- 2.5 The municipal engineer or prime consultant must liaise with the Regional Office on all

aspects of the project.

- 2.6 The municipal engineer or prime consultant must complete the special form which the Department of Municipal Affairs and Environment requires when applying for a Permit. The Regional Engineer requires a copy of this form at the time of submission of plans and specifications for approval to tender. The municipal engineer or prime consultant's attention is drawn to the Department of Municipal Affairs and Environment's requirement for pre-registration of certain categories of projects.
- 2.7 Before construction can commence or tenders can be called; plans, specifications and a current detailed cost estimate must be submitted to the appropriate Regional Engineer. In accordance with the *Municipalities Act, 1999* tenders cannot be called or contracts be awarded for any or all of this project without the approval of the Minister. The municipal engineer or prime consultant must also submit, prior to tender calls, a copy of the plans and specifications to the municipality and all Government departments and agencies such as, Fire Commissioner's Office, Department of Transportation & Works, and other agencies that might have jurisdiction for approval.
- 2.8 A copy of the signed contract documents for the construction of the project must be forwarded within one week of signing to the appropriate Regional Engineer. Contracts should be signed at the earliest opportunity. The prime consultant must notify the Regional Office of the time and location of pre-design, design, preconstruction and construction meetings in a timely manner to allow a representative of the Regional Office an opportunity to attend.
- 2.9 It is the responsibility of the Council and its prime consultants to ensure that all easements and rights-of-way are acquired before the contract is awarded. Rights-of-way and easements, as they apply to Councils, are covered under Sections 167 inclusively in the *Municipalities Act, 1999* and amendments.
- 2.10 Authority and process for the issuance of change orders are as follows; All Change orders are required to be pre-approved by the Regional Office. The municipality should specifically note that all costs in excess of the approved amount indicated on the "Approval to Award" letter will be 100% responsibility of the municipality unless written approval of the Regional Engineer is obtained prior to the expenditure of the funds.
- 2.11 The municipal engineer or prime consultant must submit copies of the as-built drawings within two months of substantial completion of the project, the preparation of which is to be included as one of the engineering services in the engineering contract. Copies must be submitted to the municipality and the Regional Engineer. As-built drawings and related Municipal Information System (MIMS) data must be submitted on CD in AutoCad format (Version 2000 or newer) and comply with the current version of the Department's MIMS data standards document. The Municipality shall not delete the requirement for as-built drawings. Funds must be allocated for this vital engineering service. Tenders will not be authorized until the as-builts for the previous phase have been submitted.
- 2.12 Where applicable, the prime consultant must produce a system operation and maintenance manual and submit it to the municipality.

- 2.13 Road reconstruction eligibility is described further in these guidelines.

GENERAL ADMINISTRATION

- 3.1 Any extensions to a construction contract, if necessary, require the written approval of the Minister. Unless exceptional circumstances apply, extensions will not normally be approved. In the event a project is completed below the estimated amount, the savings may not be available to the municipality to be used otherwise. The Department will deal with reallocations on a province-wide basis.
- 3.2 Council will be responsible for all overruns or funding commitments that exceed the approved project funding.
- 3.3 The municipal engineer or prime consultant must submit status reports within 10 days of the end of each month to the Department's Regional Engineer and the municipality/LSD. These reports must span from the date of appointment of the consultant to the date of final completion of the project. The final status report must be marked as such. Copies of all engineering invoices, change orders, substantial performance certificates and contractor's progress payments associated with the project must also be submitted with the monthly status report. The municipality/LSD shall not pay engineering invoices unless the status report has been received and also shall not pay the final engineering invoice until the as-builts are received.
- 3.4 Project signs must be prominently displayed near the works within the municipality. The signs must conform to the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The prime consultant must certify that the project signs are in place before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award basis, and not on a "Project Management" basis. "Project Management" is defined as construction with council forces for the purposes of these guidelines. Only in exceptional cases will projects be authorized to proceed on a "Project Management" basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process which incorporates life cycle analysis as criteria for infrastructure selection will be required to follow specific guidelines prepared by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the limits of the project and is started after the contract has been awarded, the installation of the service laterals from the main to the building will be the responsibility of the owner. The exception is where a permit has been given and the foundation of the new building has been installed, before the water and/or sewer mains have been installed in front of the building lot, the service lateral may be installed under the contract.

3.8 Please use the Department's project number on all correspondence, status reports,

Road Reconstruction Eligibility

Schedule 1 Eligible Costs	Schedule 2 Ineligible Costs
<ol style="list-style-type: none"> 1. Engineering Costs 2. Road widening and horizontal and vertical re-alignment of existing roads 3. Re-capping of existing roads including preparatory patching 4. New pavement on existing roads 5. New road construction including if deemed necessary by the Department 6. Paving or upgrading of municipal owned parking lots 7. Construction of new retaining walls relating to road construction 8. Construction or upgrading of concrete curb and gutter, concrete curb, combined concrete curb and sidewalk and sidewalks of concrete, asphalt, or other approved materials if and when undertaken as part of an overall street or road construction or reconstruction program 9. New storm drainage system relating to road improvements - storm sewers, manholes, catch basins, open ditches. 10. Raising to grade - manholes, valves, catch basins, etc. 11. Relocation of public utilities affected by road construction (poles, water and sewer lines, etc.) 12. Installation of guardrails 	<ol style="list-style-type: none"> 1. Sidewalks on all roads, except as in Item 8, Schedule 1 2. Patching - except where recapping of the whole area is to be done as part of the overall project. Example: <ul style="list-style-type: none"> • patching depressions and potholes • repairs to edges of pavement • repairs to pavement as a result of cuts to permit installation of water and sewer services • repairs to broken or badly placed pavement 3. General Maintenance Work: <ul style="list-style-type: none"> • repairs to roads - washouts, filling potholes, etc. • extensions on existing culverts where no other work on the road is planned • replacement of existing culverts - where existing culvert was originally installed improperly, or was damaged or made inoperable due to improper maintenance • cleaning out ditches • repairs to sidewalks • repairs to curb and gutter • scarifying and reshaping where no granulars or other surfacing is being applied 4. (a) Private roads to and within private subdivision (b) Private roads in or leading to subdivision, will not be eligible for cost shared funding after takeover by the municipality, unless, at the time of takeover, the standard of that road is equal to or greater than the highest standard of existing roads under the municipality's jurisdiction

<p>13. Reinstatement of affected property caused by road construction under the Program (lawns, fences, etc.)</p> <p>14. Turn-a-rounds (cul-des-sacs)</p> <p>15. New bridge construction, overpass construction, underpass construction including handrails and walkways</p> <p>16. Driveway culverts, where part of overall road upgrading program</p> <p>17. Replacement of existing culverts in order to increase capacity</p> <p>18. Property acquisition, where approved by the Department</p> <p>19. Traffic lights and traffic markings where approved by the Department</p> <p>20. Pavement management program</p> <p>Note: It is understood that all construction will be to acceptable Engineering Standards and conform to the Municipal Water & Sewer and Roads Master Specifications.</p>	<p>5. Landscaping, except as is provided for in Item 13, Schedule 1</p> <p>6. Snow plowing, including sanding and salting of streets</p>
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**City of Corner Brook
2014-17 Multi Year**

Schedule A Revised April 2020

Project	Project #	Revised Funding June 2019	Revised Funding April 2020	Rebate	Net Funding	Provincial Share	Municipal Share
Public Works Depot Replacement, additional funding	17-MYCW-13-12197	3,000,000	3,000,000	132,743	2,867,257	2,007,080	860,177
Asphalt Management Software	17-MYCW-15-00042	47,156	47,156	2,089	45,068	31,547	13,520
Street Improvements - Curling Street, Main Street, Old Humber Road, Riverside Drive, Edinburgh Street, Retaining Wall replacements, Drainage Improvements, Street Resurfacing, Traffic Light Upgrades, Street Failure Repairs	17-MYCW-15-00043	8,523,331	8,523,331	377,139	8,146,192	5,702,334	2,443,858
Sanitary Sewer Systems Upgrading - Burke's Road, Georgetown Road, Lift Station Upgrades	17-MYCW-15-00044	204,306	204,306	9,372	194,934	136,454	58,480
Storm Sewer Systems Upgrading - Bliss Street, East Valley Road, Fairview Avenue, MacPherson Avenue, West Valley Road, Woodbine, Brookfield Avenue, Confederation Drive, Gilbert Street, Raymond Heights	17-MYCW-15-00045	2,000,000	2,000,000	88,496	1,911,504	1,338,053	573,451
Water Systems Upgrading - Pressure Regulating Valve & Building upgrades, Water Main Rehabilitation, Georgetown Road Watermain Flushing Chamber	17-MYCW-15-00046	1,038,095	1,038,095	45,933	992,162	694,513	297,649
Enterprise Resource Planning Software, additional funding	17-MYCW-13-12191	200,000	47,640	2,226	45,415	31,790	13,624
Combined Sewer Separation	17-CWWF-17-00125	-	196,084	18,268	177,815	124,471	53,345
Unallocated						-	
TOTAL		14,812,888	14,812,888	655,771	14,157,117	10,066,242	4,247,136

MUNICIPAL INFRASTRUCTURE AGREEMENT

2014-2017
Amendment #3

This Agreement made this day of , 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, as represented by the Minister of Municipal Affairs and Environment (hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

THE CITY OF CORNER BROOK
(hereinafter referred to as the "Council")

OF THE SECOND PART

WHEREAS The Minister and the Council have agreed to enter into a multi-year capital works agreement for the financing of the project(s) outlined in schedule A and the letter dated the day of A.D., , hereinafter referred to as the "works", and have agreed to cost not in excess of \$14,812,888 which amounts to \$14,157,117 after the GST/HST rebate calculation;

AND WHEREAS the Minister of Municipal Affairs and Environment has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the Mayor and Clerk of the Council have been authorized by a Resolution in the Minutes of Council dated the day of A.D., (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Council;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Council hereby agree as follows:

OBLIGATIONS OF THE MINISTER:

1. To make payment to the municipality \$1,066,242 of the eligible costs of the project as these costs are incurred and upon receipt of the required documentation

OBLIGATIONS OF THE COUNCIL:

1. To arrange financing of \$4,247,136 for the municipal share of the project through a bank or financial institution on the basis of an Approval to Borrow.
2. To ensure that a cumulative cost of projects included in Schedule A does not exceed the authorized funding of \$14,812,888. All costs in excess of the approved funding will be one hundred percentum (100%) responsibility of the Council for payment. The costs to be covered by this funding, includes but is not limited to capital, HST and engineering.
3. To have the work completed in accordance with the *Municipalities Act*, 1999, c.M24, as amended, or any successor legislation, and the *Public Tender Act*, 1990 c.P45, as amended, or any successor legislation.
4. To indemnify and save harmless the Minister from and against all claims, demands, losses, damages, costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Council or its servants or agents in carrying out the project.
5. To have all work on the project concluded and final invoices submitted to the Department not later than March 31, 2021.

THE PARTIES FURTHER AGREE:

1. Subject to the prior written approval of the Minister, the works may be amended or substituted, provided the amendment or substitution does not exceed the approved funding set forth in this agreement.
2. Council will consent to a public announcement of the project by the Province. After official announcement of the project by the Province or 14 days after the Agreement has been signed by both parties, whichever is earlier, the project will be considered to be in the public domain.
3. Time shall be of the essence with respect to all matters in this Agreement.

4. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
5. The validity, interpretation and performance of this Agreement shall be governed by the laws in force in the Province of Newfoundland & Labrador.
6. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Any provision of this Agreement which is prohibited or unenforceable will be effective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
8. This Agreement together with the letter of approval, and the Municipal Infrastructure Project Guidelines attached hereto constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
9. Neither this Agreement nor any of the rights, benefits, duties and liabilities contained herein may be assigned by either party without the prior written consent of the other party.
10. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.

This Agreement has been executed on behalf of the Province by the Minister responsible for the Department of Municipal Affairs and Environment and by the Mayor and Clerk of the City of Corner Brook, the day and year first before written.

SIGNED AND SEALED by the
Minister of Municipal Affairs and Environment and the Seal of the Department
was hereunto affixed in the presence of:

WITNESS

MINISTER OF MUNICIPAL AFFAIRS AND
ENVIRONMENT

SIGNED AND SEALED by the
Mayor and Clerk of the
City of Corner Brook
and the Seal of the
City of Corner Brook
was hereunto affixed in the presence of:

WITNESS

MAYOR

WITNESS

CLERK

APPENDIX "A"

DEPARTMENT OF MUNICIPAL AFFAIRS AND ENVIRONMENT MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

It is essential for the municipality and also the municipal engineer or prime consultant to comply with the following guidelines in order for the project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.

STATEMENT OF INTENT

- 1.0 The Department's municipal infrastructure programs are focused on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades/replacements; and make efficient use of municipal infrastructure funding. Funding will generally not be available for projects that are directly or indirectly intended to open up land for new developments (residential, commercial, industrial or municipal).

FINANCIAL

- 1.1. Project delivery timelines have been established for each stage of the capital works notification and implementation process (see table below). If a timeline target is expected to exceed this policy, Council must immediately notify the Director of Municipal Infrastructure. Projects will be **cancelled** if timeline targets are exceeded – unless prior approval to extend timelines has been provided by the Director of Municipal Infrastructure. The Director may provide an amended timeline based on the following considerations:

- 1.1.1. Scope and complexity of project
- 1.1.2. Unanticipated environmental considerations
- 1.1.3. Extenuating circumstances that preclude the availability of key resources

To provide strong incentive to municipalities/LSD's to actively deliver projects in the shortest time possible, the Department has established timelines for project delivery associated with its infrastructure programs.

Project Delivery Timelines	
Date of Council notification to Date signed Agreement received at Headquarters days	60
Date of Council notification to Date when all contracts for project are awarded months	24-36
Date of Council Notification to project completion	36-48

months

<p>For routine projects that would normally be completed within one construction season following contract award, i.e., water and sewer, pumphouse upgrades and road paving/repair projects, communities will be given a period of 24 months from the date of approval of the project to have all contracts associated with that project awarded. Communities will be given an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>
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<p>For more complex projects that are typically considered multi-year or phased projects; such as, major municipal/recreational buildings, water and wastewater treatment plants, communities will be given a period of 36 months to have all contracts associated with that project awarded, with an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>

- 1.2. Funding will be provided based on Council's assurance to this Department of its ability to meet its share of the cost. The Municipality must meet its share of the project costs, and this Department will not, under any circumstances contribute by way of special grants or otherwise, any amount in excess of the approved project costs. If Council's financial position has changed so that it cannot meet its share, then Council should immediately notify the Minister and this project will be required to be cancelled.
- 1.3. Eligible project costs include construction costs, associated land acquisition costs, engineering and other professional fees. The Department will not be incurring any interim interest charges during construction.
- 1.4. Ineligible costs include any costs associated with the initial development of previously undeveloped areas (i.e. greenfield sites), including land acquisition, leasing, or resale; real estate or legal fees; surveys, site selection, and preparation; and financing charges and loan interest payments.
- 1.5. In addition to the ineligible costs outlined in 1.4, the Department also reserves the right to withhold approval for any project applications, funding allocation or reallocation requests, or payments related to activities that are not reasonably consistent with the program's Statement of Intent.
- 1.6. The Provincial payment may be advanced based on projected cash flows when project costs are committed through a contract award. Final project payment will be based on the costs indicated in the status report and job control sheet.
- 1.7. Project funding has been reduced by the amount of GST/PST (HST where applicable) rebate due to the municipality if the full project costs are expended. The municipality is required to apply for the appropriate rebates. The GST/PST rebate is to be used by the municipality as part of the project funding. **Interim financing of the GST/PST rebate will be the responsibility of the municipality.**
- 1.8. The municipality may not charge more than a nominal fee sufficient to cover royalties and

reasonable equipment rental rates if council equipment is used for loading material supplied from a municipality owned borrow pit for use on the project. This applies regardless of whether the material is supplied directly to the project or to the contractor for incorporation in the project. Approval of the Regional Engineer is required before any costs can be charged relating to this clause.

- 1.9. A separate capital chequing account (using pre-numbered cheque book) must be established by Council at its bank to be used solely for this project.
- 1.10. If requested by the Department, Council must submit an itemized list of all cheques issued including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

ENGINEERING & CONSTRUCTION

- 2.1 Minister's approval is required before Council can engage or change a consulting engineering / architectural firm in relation to this project.
- 2.2 The Department will require a Request for Proposals (RFP) for professional services for municipal infrastructure projects that have a high potential of increasing the value of public funds. The Department will determine at its sole discretion whether or not a professional service RFP will be required. **When the Department has determined that a professional service RFP is required, the project funding approval will be conditional upon the municipality issuing an RFP for professional services.** This requirement will be identified in the funding approval letter and in the funding agreement. A public RFP will introduce a process whereby the consultant is selected by a municipality based on the best fit from a technical and cost perspective. Selection considerations which use cost as an evaluation factor will assist in obtaining the most cost effective service. An RFP will also aid in ensuring that appropriate expertise is employed, past performance is recognized and a competitive process is obtained.
- 2.3 No engineering/architectural work is to be undertaken until the Prime Consultant Agreement has been approved by the Regional Office and signed by the municipality and prime consultant. This agreement must indicate the services to be provided, the rates to be charged and a completion schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the engineering staff involved.
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- 2.5 The municipal engineer or prime consultant must liaise with the Regional Office on all

aspects of the project.

- 2.6 The municipal engineer or prime consultant must complete the special form which the Department of Municipal Affairs and Environment requires when applying for a Permit. The Regional Engineer requires a copy of this form at the time of submission of plans and specifications for approval to tender. The municipal engineer or prime consultant's attention is drawn to the Department of Municipal Affairs and Environment's requirement for pre-registration of certain categories of projects.
- 2.7 Before construction can commence or tenders can be called; plans, specifications and a current detailed cost estimate must be submitted to the appropriate Regional Engineer. In accordance with the *Municipalities Act, 1999* tenders cannot be called or contracts be awarded for any or all of this project without the approval of the Minister. The municipal engineer or prime consultant must also submit, prior to tender calls, a copy of the plans and specifications to the municipality and all Government departments and agencies such as, Fire Commissioner's Office, Department of Transportation & Works, and other agencies that might have jurisdiction for approval.
- 2.8 A copy of the signed contract documents for the construction of the project must be forwarded within one week of signing to the appropriate Regional Engineer. Contracts should be signed at the earliest opportunity. The prime consultant must notify the Regional Office of the time and location of pre-design, design, preconstruction and construction meetings in a timely manner to allow a representative of the Regional Office an opportunity to attend.
- 2.9 It is the responsibility of the Council and its prime consultants to ensure that all easements and rights-of-way are acquired before the contract is awarded. Rights-of-way and easements, as they apply to Councils, are covered under Sections 167 inclusively in the *Municipalities Act, 1999* and amendments.
- 2.10 Authority and process for the issuance of change orders are as follows; All Change orders are required to be pre-approved by the Regional Office. The municipality should specifically note that all costs in excess of the approved amount indicated on the "Approval to Award" letter will be 100% responsibility of the municipality unless written approval of the Regional Engineer is obtained prior to the expenditure of the funds.
- 2.11 The municipal engineer or prime consultant must submit copies of the as-built drawings within two months of substantial completion of the project, the preparation of which is to be included as one of the engineering services in the engineering contract. Copies must be submitted to the municipality and the Regional Engineer. As-built drawings and related Municipal Information System (MIMS) data must be submitted on CD in AutoCad format (Version 2000 or newer) and comply with the current version of the Department's MIMS data standards document. The Municipality shall not delete the requirement for as-built drawings. Funds must be allocated for this vital engineering service. Tenders will not be authorized until the as-builts for the previous phase have been submitted.
- 2.12 Where applicable, the prime consultant must produce a system operation and maintenance manual and submit it to the municipality.

2.13 Road reconstruction eligibility is described further in these guidelines.

GENERAL ADMINISTRATION

- 3.1 Any extensions to a construction contract, if necessary, require the written approval of the Minister. Unless exceptional circumstances apply, extensions will not normally be approved. In the event a project is completed below the estimated amount, the savings may not be available to the municipality to be used otherwise. The Department will deal with reallocations on a province-wide basis.
- 3.2 Council will be responsible for all overruns or funding commitments that exceed the approved project funding.
- 3.3 The municipal engineer or prime consultant must submit status reports within 10 days of the end of each month to the Department's Regional Engineer and the municipality/LSD. These reports must span from the date of appointment of the consultant to the date of final completion of the project. The final status report must be marked as such. Copies of all engineering invoices, change orders, substantial performance certificates and contractor's progress payments associated with the project must also be submitted with the monthly status report. The municipality/LSD shall not pay engineering invoices unless the status report has been received and also shall not pay the final engineering invoice until the as-builts are received.
- 3.4 Project signs must be prominently displayed near the works within the municipality. The signs must conform to the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The prime consultant must certify that the project signs are in place before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award basis, and not on a "Project Management" basis. "Project Management" is defined as construction with council forces for the purposes of these guidelines. Only in exceptional cases will projects be authorized to proceed on a "Project Management" basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process which incorporates life cycle analysis as criteria for infrastructure selection will be required to follow specific guidelines prepared by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the limits of the project and is started after the contract has been awarded, the installation of the service laterals from the main to the building will be the responsibility of the owner. The exception is where a permit has been given and the foundation of the new building has been installed, before the water and/or sewer mains have been installed in front of the building lot, the service lateral may be installed under the contract.

3.8 Please use the Department's project number on all correspondence, status reports,

etc., relating to this project.

GENERAL ADMINISTRATION

- 3.1 Any extension to a contract or a change in the scope of the project, if necessary, requires written approval of the Municipal Engineer. Unless otherwise specified, extensions will not be granted. In the event a change is required, the estimated amount of the extension may not be available for the project. The extension will be subject to reallocation of a previously allocated amount.
- 3.2 The Municipal Engineer will be responsible for all aspects of the project, including the approval of project funding.
- 3.3 The Municipal Engineer will submit a report to the Council at the end of each month to the Council, detailing the progress of the project. The report must include the following information:
 - The status of the project, including any changes to the scope of the project.
 - The progress of the project, including any changes to the schedule.
 - The financial status of the project, including any changes to the budget.
 - The risk management plan, including any changes to the plan.
 - The communication plan, including any changes to the plan.
 - The stakeholder engagement plan, including any changes to the plan.
 - The project management plan, including any changes to the plan.
 - The project monitoring and evaluation plan, including any changes to the plan.
 - The project closure plan, including any changes to the plan.
- 3.4 The project must be approved by the Council before it can proceed. The project must also be approved by the Council before it can be funded. The project must also be approved by the Council before it can be implemented. The project must also be approved by the Council before it can be completed. The project must also be approved by the Council before it can be closed. The project must also be approved by the Council before it can be archived. The project must also be approved by the Council before it can be deleted. The project must also be approved by the Council before it can be destroyed. The project must also be approved by the Council before it can be disposed of. The project must also be approved by the Council before it can be disposed of.
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- 3.7 For any new building construction that is within the limits of the project and is subject to the Council's approval, the Council must be consulted. The Council must be consulted before any new building construction is started. The Council must be consulted before any new building construction is completed. The Council must be consulted before any new building construction is closed. The Council must be consulted before any new building construction is archived. The Council must be consulted before any new building construction is deleted. The Council must be consulted before any new building construction is destroyed. The Council must be consulted before any new building construction is disposed of. The Council must be consulted before any new building construction is disposed of.

Road Reconstruction Eligibility

Schedule 1 Eligible Costs	Schedule 2 Ineligible Costs
<ol style="list-style-type: none"> 1. Engineering Costs 2. Road widening and horizontal and vertical re-alignment of existing roads 3. Re-capping of existing roads including preparatory patching 4. New pavement on existing roads 5. New road construction including if deemed necessary by the Department 6. Paving or upgrading of municipal owned parking lots 7. Construction of new retaining walls relating to road construction 8. Construction or upgrading of concrete curb and gutter, concrete curb, combined concrete curb and sidewalk and sidewalks of concrete, asphalt, or other approved materials if and when undertaken as part of an overall street or road construction or reconstruction program 9. New storm drainage system relating to road improvements - storm sewers, manholes, catch basins, open ditches. 10. Raising to grade - manholes, valves, catch basins, etc. 11. Relocation of public utilities affected by road construction (poles, water and sewer lines, etc.) 12. Installation of guardrails 	<ol style="list-style-type: none"> 1. Sidewalks on all roads, except as in Item 8, Schedule 1 2. Patching - except where recapping of the whole area is to be done as part of the overall project. Example: <ul style="list-style-type: none"> • patching depressions and potholes • repairs to edges of pavement • repairs to pavement as a result of cuts to permit installation of water and sewer services • repairs to broken or badly placed pavement 3. General Maintenance Work: <ul style="list-style-type: none"> • repairs to roads - washouts, filling potholes, etc. • extensions on existing culverts where no other work on the road is planned • replacement of existing culverts - where existing culvert was originally installed improperly, or was damaged or made inoperable due to improper maintenance • cleaning out ditches • repairs to sidewalks • repairs to curb and gutter • scarifying and reshaping where no granulars or other surfacing is being applied 4. (a) Private roads to and within private subdivision <ul style="list-style-type: none"> (b) Private roads in or leading to subdivision, will not be eligible for cost shared funding after takeover by the municipality, unless, at the time of takeover, the standard of that road is equal to or greater than the highest standard of existing roads under the municipality's jurisdiction

<p>13. Reinstatement of affected property caused by road construction under the Program (lawns, fences, etc.)</p> <p>14. Turn-a-rounds (cul-des-sacs)</p> <p>15. New bridge construction, overpass construction, underpass construction including handrails and walkways</p> <p>16. Driveway culverts, where part of overall road upgrading program</p> <p>17. Replacement of existing culverts in order to increase capacity</p> <p>18. Property acquisition, where approved by the Department</p> <p>19. Traffic lights and traffic markings where approved by the Department</p> <p>20. Pavement management program</p> <p>Note: It is understood that all construction will be to acceptable Engineering Standards and conform to the Municipal Water & Sewer and Roads Master Specifications.</p>	<p>5. Landscaping, except as is provided for in Item 13, Schedule 1</p> <p>6. Snow plowing, including sanding and salting of streets</p>
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MUNICIPAL INFRASTRUCTURE AGREEMENT

2014-2017
Amendment #3

This Agreement made this day of , 2020

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND, as represented by the Minister of Municipal Affairs and Environment (hereinafter referred to as the "Minister")

OF THE FIRST PART,

AND

THE CITY OF CORNER BROOK
(hereinafter referred to as the "Council")

OF THE SECOND PART

WHEREAS The Minister and the Council have agreed to enter into a multi-year capital works agreement for the financing of the project(s) outlined in schedule A and the letter dated the day of A.D., , hereinafter referred to as the "works", and have agreed to cost not in excess of \$14,812,888 which amounts to \$14,157,117 after the GST/HST rebate calculation;

AND WHEREAS the Minister of Municipal Affairs and Environment has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

AND WHEREAS the Mayor and Clerk of the Council have been authorized by a Resolution in the Minutes of Council dated the day of A.D., (copy of which is attached hereto as Appendix "A" and forms part of this Agreement) to enter into this Agreement on behalf of the Council;

THIS AGREEMENT WITNESSETH that for and in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, and the sum of One Dollar (\$1.00) now paid by each party hereto, one to the other, (the receipt and sufficiency of which are hereby acknowledged by the parties hereto), the Minister and the Council hereby agree as follows:

OBLIGATIONS OF THE MINISTER:

1. To make payment to the municipality \$1,066,242 of the eligible costs of the project as these costs are incurred and upon receipt of the required documentation

OBLIGATIONS OF THE COUNCIL:

1. To arrange financing of \$4,247,136 for the municipal share of the project through a bank or financial institution on the basis of an Approval to Borrow.
2. To ensure that a cumulative cost of projects included in Schedule A does not exceed the authorized funding of \$14,812,888. All costs in excess of the approved funding will be one hundred percentum (100%) responsibility of the Council for payment. The costs to be covered by this funding, includes but is not limited to capital, HST and engineering.
3. To have the work completed in accordance with the *Municipalities Act*, 1999, c.M24, as amended, or any successor legislation, and the *Public Tender Act*, 1990 c.P45, as amended, or any successor legislation.
4. To indemnify and save harmless the Minister from and against all claims, demands, losses, damages, costs of any kind based upon any injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Council or its servants or agents in carrying out the project.
5. To have all work on the project concluded and final invoices submitted to the Department not later than March 31, 2021.

THE PARTIES FURTHER AGREE:

1. Subject to the prior written approval of the Minister, the works may be amended or substituted, provided the amendment or substitution does not exceed the approved funding set forth in this agreement.
2. Council will consent to a public announcement of the project by the Province. After official announcement of the project by the Province or 14 days after the Agreement has been signed by both parties, whichever is earlier, the project will be considered to be in the public domain.
3. Time shall be of the essence with respect to all matters in this Agreement.

4. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.
5. The validity, interpretation and performance of this Agreement shall be governed by the laws in force in the Province of Newfoundland & Labrador.
6. This Agreement shall ensure to the benefit of and be binding upon the parties and their respective successors and assigns.
7. Any provision of this Agreement which is prohibited or unenforceable will be effective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
8. This Agreement together with the letter of approval, and the Municipal Infrastructure Project Guidelines attached hereto constitutes the entire Agreement between the parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
9. Neither this Agreement nor any of the rights, benefits, duties and liabilities contained herein may be assigned by either party without the prior written consent of the other party.
10. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.

This Agreement has been executed on behalf of the Province by the Minister responsible for the Department of Municipal Affairs and Environment and by the Mayor and Clerk of the City of Corner Brook, the day and year first before written.

SIGNED AND SEALED by the
Minister of Municipal Affairs and Environment and the Seal of the Department
was hereunto affixed in the presence of:

WITNESS

MINISTER OF MUNICIPAL AFFAIRS AND
ENVIRONMENT

SIGNED AND SEALED by the
Mayor and Clerk of the
City of Corner Brook
and the Seal of the
City of Corner Brook
was hereunto affixed in the presence of:

WITNESS

MAYOR

WITNESS

CLERK

APPENDIX "A"

DEPARTMENT OF MUNICIPAL AFFAIRS AND ENVIRONMENT MUNICIPAL INFRASTRUCTURE PROJECT GUIDELINES

It is essential for the municipality and also the municipal engineer or prime consultant to comply with the following guidelines in order for the project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.

STATEMENT OF INTENT

- 1.0 The Department's municipal infrastructure programs are focused on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades/replacements; and make efficient use of municipal infrastructure funding. Funding will generally not be available for projects that are directly or indirectly intended to open up land for new developments (residential, commercial, industrial or municipal).

FINANCIAL

- 1.1. Project delivery timelines have been established for each stage of the capital works notification and implementation process (see table below). If a timeline target is expected to exceed this policy, Council must immediately notify the Director of Municipal Infrastructure. Projects will be **cancelled** if timeline targets are exceeded – unless prior approval to extend timelines has been provided by the Director of Municipal Infrastructure. The Director may provide an amended timeline based on the following considerations:

- 1.1.1. Scope and complexity of project
- 1.1.2. Unanticipated environmental considerations
- 1.1.3. Extenuating circumstances that preclude the availability of key resources

To provide strong incentive to municipalities/LSD's to actively deliver projects in the shortest time possible, the Department has established timelines for project delivery associated with its infrastructure programs.

Project Delivery Timelines	
Date of Council notification to Date signed Agreement received at Headquarters	60 days
Date of Council notification to Date when all contracts for project are awarded	24-36 months
Date of Council Notification to project completion	36-48

months

<p>For routine projects that would normally be completed within one construction season following contract award, i.e., water and sewer, pumphouse upgrades and road paving/repair projects, communities will be given a period of 24 months from the date of approval of the project to have all contracts associated with that project awarded. Communities will be given an additional 12 months to conclude work on those projects and have final invoices submitted to the Department. Specific project completion timelines will be identified in funding approval letters and funding Agreements.</p>
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- 1.8. The municipality may not charge more than a nominal fee sufficient to cover royalties and

reasonable equipment rental rates if council equipment is used for loading material supplied from a municipality owned borrow pit for use on the project. This applies regardless of whether the material is supplied directly to the project or to the contractor for incorporation in the project. Approval of the Regional Engineer is required before any costs can be charged relating to this clause.

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- 3.3 The municipal engineer or prime consultant must submit status reports within 10 days of the end of each month to the Department's Regional Engineer and the municipality/LSD. These reports must span from the date of appointment of the consultant to the date of final completion of the project. The final status report must be marked as such. Copies of all engineering invoices, change orders, substantial performance certificates and contractor's progress payments associated with the project must also be submitted with the monthly status report. The municipality/LSD shall not pay engineering invoices unless the status report has been received and also shall not pay the final engineering invoice until the as-builts are received.
- 3.4 Project signs must be prominently displayed near the works within the municipality. The signs must conform to the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The prime consultant must certify that the project signs are in place before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award basis, and not on a "Project Management" basis. "Project Management" is defined as construction with council forces for the purposes of these guidelines. Only in exceptional cases will projects be authorized to proceed on a "Project Management" basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process which incorporates life cycle analysis as criteria for infrastructure selection will be required to follow specific guidelines prepared by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the limits of the project and is started after the contract has been awarded, the installation of the service laterals from the main to the building will be the responsibility of the owner. The exception is where a permit has been given and the foundation of the new building has been installed, before the water and/or sewer mains have been installed in front of the building lot, the service lateral may be installed under the contract.

3.8 Please use the Department's project number on all correspondence, status reports,

etc., relating to this project.

GENERAL ADMINISTRATION

- 3.1 Any extension to a construction contract, if necessary, require the written approval of the Minister. Unless exceptional circumstances apply, extensions will not normally be approved. In the event of an extension, the estimated cost of the extension will be added to the original contract value. The extension will be subject to the same conditions as the original contract.
- 3.2 Council will be responsible for all permits or building requirements that exceed the approved project funding.
- 3.3 The Municipal Engineer or their representative must submit status reports within 10 days of the end of each month to the Department of Regional Engineering and the Municipality. These reports must specify the date of completion of the construction of the project. The final status report must be marked as such. Copies of all reports for the project must be submitted to the Department of Regional Engineering and the Municipality. The final status report must also be submitted to the Municipality. The final status report must also be submitted to the Municipality. The final status report must also be submitted to the Municipality.
- 3.4 Project signs must be prominently displayed near the work within the municipality. The signs must conform to the approved design for Municipal Infrastructure projects. Signs must be installed before construction commences and must be removed when the project is completed. The project contractor must ensure that the project signs are placed before any progress claim is paid.
- 3.5 Projects will normally be undertaken through a public tender and contract award process and not on a Project Management basis. Project Management is limited to a cost of \$100,000 or less for the purpose of these guidelines. Only in exceptional cases will projects be authorized to proceed on a Project Management basis.
- 3.6 Those projects that have been selected to proceed through a Request for Proposal process will include the cycle analysis as criteria for infrastructure projects. It will be required to follow specific guidelines prepared by the Department relating to the implementation process for the particular type of infrastructure that is to be constructed.
- 3.7 For any new building construction that is within the scope of the project and is situated adjacent to the project, the installation of the service laterals from the main to the building will be the responsibility of the owner. The exception is where a building is built and the foundation of the new building has been installed before the water and sewer mains have been installed in front of the building for the service laterals may be installed under the contract.

Road Reconstruction Eligibility

Schedule 1 Eligible Costs	Schedule 2 Ineligible Costs
<ol style="list-style-type: none"> 1. Engineering Costs 2. Road widening and horizontal and vertical re-alignment of existing roads 3. Re-capping of existing roads including preparatory patching 4. New pavement on existing roads 5. New road construction including if deemed necessary by the Department 6. Paving or upgrading of municipal owned parking lots 7. Construction of new retaining walls relating to road construction 8. Construction or upgrading of concrete curb and gutter, concrete curb, combined concrete curb and sidewalk and sidewalks of concrete, asphalt, or other approved materials if and when undertaken as part of an overall street or road construction or reconstruction program 9. New storm drainage system relating to road improvements - storm sewers, manholes, catch basins, open ditches. 10. Raising to grade - manholes, valves, catch basins, etc. 11. Relocation of public utilities affected by road construction (poles, water and sewer lines, etc.) 12. Installation of guardrails 	<ol style="list-style-type: none"> 1. Sidewalks on all roads, except as in Item 8, Schedule 1 2. Patching - except where recapping of the whole area is to be done as part of the overall project. Example: <ul style="list-style-type: none"> • patching depressions and potholes • repairs to edges of pavement • repairs to pavement as a result of cuts to permit installation of water and sewer services • repairs to broken or badly placed pavement 3. General Maintenance Work: <ul style="list-style-type: none"> • repairs to roads - washouts, filling potholes, etc. • extensions on existing culverts where no other work on the road is planned • replacement of existing culverts - where existing culvert was originally installed improperly, or was damaged or made inoperable due to improper maintenance • cleaning out ditches • repairs to sidewalks • repairs to curb and gutter • scarifying and reshaping where no granulars or other surfacing is being applied 4. (a) Private roads to and within private subdivision <ul style="list-style-type: none"> (b) Private roads in or leading to subdivision, will not be eligible for cost shared funding after takeover by the municipality, unless, at the time of takeover, the standard of that road is equal to or greater than the highest standard of existing roads under the municipality's jurisdiction

13. Reinstatement of affected property caused by road construction under the Program (lawns, fences, etc.)	5. Landscaping, except as is provided for in Item 13, Schedule 1
14. Turn-a-rounds (cul-des-sacs)	6. Snow plowing, including sanding and salting of streets
15. New bridge construction, overpass construction, underpass construction including handrails and walkways	
16. Driveway culverts, where part of overall road upgrading program	
17. Replacement of existing culverts in order to increase capacity	
18. Property acquisition, where approved by the Department	
19. Traffic lights and traffic markings where approved by the Department	
20. Pavement management program	
<p>Note: It is understood that all construction will be to acceptable Engineering Standards and conform to the Municipal Water & Sewer and Roads Master Specifications.</p>	

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Amended Municipal Infrastructure Agreements (2012-14 and 2014-17)	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments:
Prepared By: Darren Charters	Council Meeting Date: April 13, 2020

Issue: This RFD is for the approval of the amended Municipal Infrastructure Agreements for the reallocation of funds from the 2012-2014 and 2014-2017 Multi Year Capital programs to the Combined Sewer Separation Project (17-CWWF-17-00125).

Background: On March 16th, 2020, Council approval was granted to staff such that a request could be submitted to the Department of Municipal Affairs and Environment (DMAE) for the reallocation of remaining funds from the MYCW 2012-14 and MYCW 2014-2017 (in the amount of approximately \$627,000) to cover overages for the Combined Sewer Separation Project. The request was made to DMAE and formal approval was received on April 8th, 2018 to complete the transaction.

Recommendation: Staff recommend Option 1, that the Council of the City of Corner Brook approve the amended Municipal Infrastructure Agreements.

Be it resolved that the Council of the City of Corner Brook accept the cost-sharing funding as outlined in the Municipal Affairs and Environment project approval letter dated April 8th, 2020, to offset costs the Combined Sewer Separation Project (17-CWWF-17-00125) for \$635,045. The City of Corner Brook agrees to provide \$190,514 in funding for this project and authorizes the Mayor and City Clerk to enter into a funding agreement with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook.

Options:

1. That the Council of the City of Corner Brook approve the amended Municipal Infrastructure Agreements.
2. That the Council of the City of Corner Brook not approve the amended Municipal Infrastructure Agreements.
3. That the council of the City of Corner Brook give other direction to staff

Legal Review: NA

Governance Implications:

Budget/Financial Implications: MYCW 2012-14 and MYCW 2014-2017

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Environmental Implications: NA

Prepared by: Darren Charters
Director: Darren Charters
City Manager: Rodney Cumby
Date: April 9th, 2020

Additional Comments by City Manager:



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

Subject Matter: Request to Purchase City Land on Caribou Road	
Report Information	
Department: Land Management	Attachments: Draft Purchase & Sale Agreement; Survey, Drawing
Prepared By: Brandon Duffy	Council Meeting Date: March 9, 2020

Recommendation:

Staff recommends Council approve the sale of City land to the owners of 108 Caribou Road for land located on Caribou Road.

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owners of 108 Caribou Road for City land on Caribou Road.

Issue:

The owners of 108 Caribou Road have requested to purchase land from the City.

Background:

Land Management was approached by the owners of 108 Caribou Road and they requested to purchase City land located adjacent to their current property. The land in question was conveyed to the City back in 1973 and is deemed unviable due to the small size.


Currently the owners of 108 Caribou Road are maintaining the land and it has an approx. area of 243m² (2,613 ft²). No plans have been made to develop this land as of yet.

Options:

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

Governance Implications:

Policy #: 07-08-05

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$5,300.00.

Prepared by: Brandon Duffy		
Director: Dale Park		
City Manager: Rodney Cumby		
Date:		

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

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

BETWEEN

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

AND

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

WHEREAS the Seller owns property located adjacent to 108 Caribou Road in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

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

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

PROPERTY AND PURCHASE PRICE

1. The Seller hereby agree to sell and the Buyer agrees to purchase the Property located adjacent to 108 Caribou Road in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Fifty Three Hundred Dollars (\$5,300.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of Five Hundred and Thirty Dollars (\$530.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on closing.

CLOSING

3. This agreement shall be completed on or before the May 1st, 2020 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

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

CONVEYANCE

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

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

ADJUSTMENTS AND HST

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

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 108 Caribou Road property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

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

EASEMENTS/RIGHT OF WAYS

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

TENDER

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

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

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

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

SURVIVE CLOSING

12.

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

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

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

SEVERABILITY

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

JURISDICTION

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

NOTICE

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

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

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

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

RESIDENT
108 Caribou Road
Corner Brook, NL
A2H 4X4

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2020.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

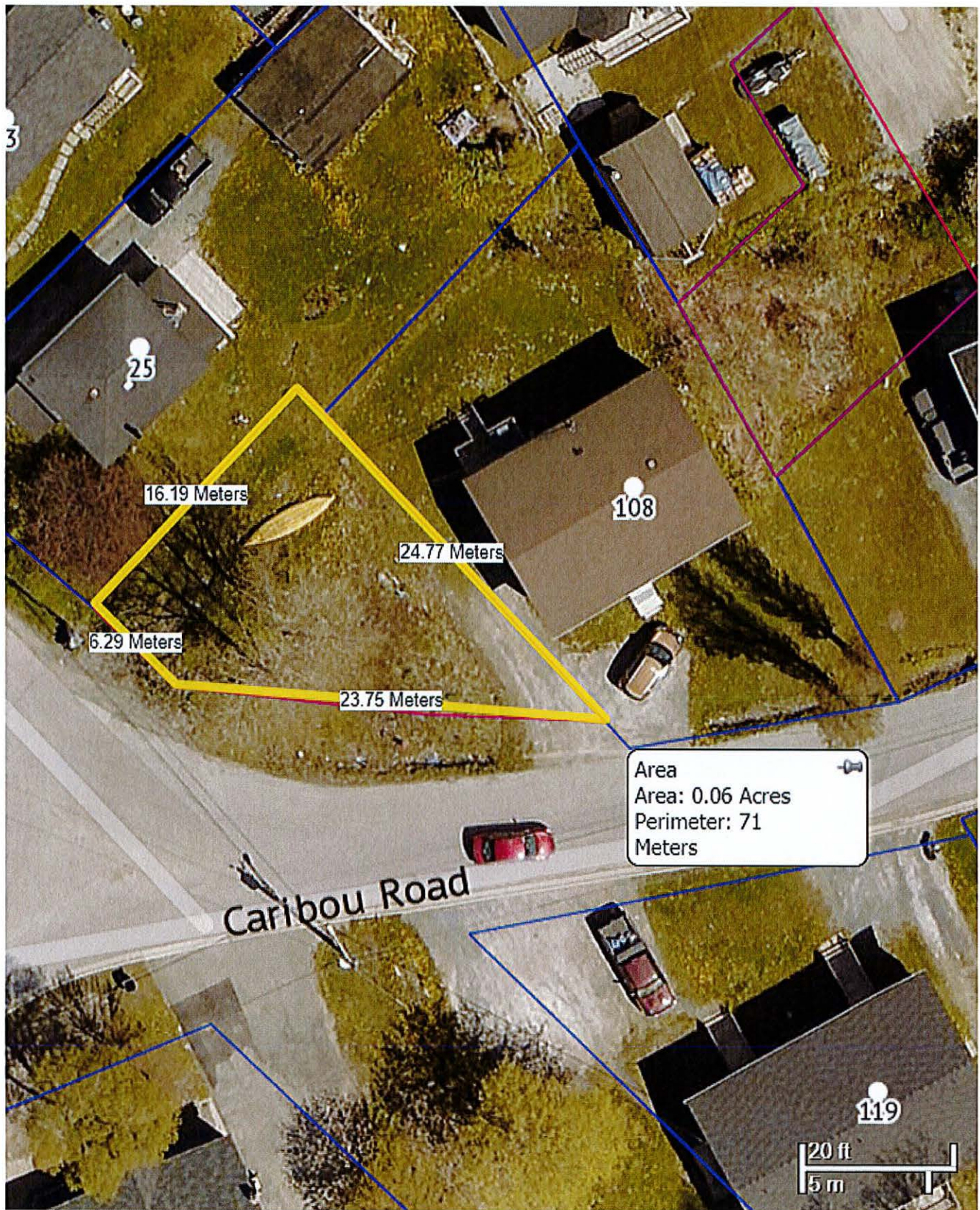
DATED AT _____ this ____ day of _____, 2020.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Resident



YATES & WOODS LIMITED
NEWFOUNDLAND LAND SURVEYORS
CORNER BROOK, NEWFOUNDLAND

**DESCRIPTION OF LAND OF THE COMPANY AT
CARIBOU ROAD AND FAIRVIEW AVENUE**

All that piece or parcel of land at the intersection of Fairview Avenue and Caribou Road and further bounded and described as follows:

Starting at a point, said point lying on the Northernly limit of Caribou Road and the Northeasternly limit of Fairview Avenue and found by running from the most Northernly corner of the concrete foundation under the dwelling of Richard Eagles, North Four (4) degrees Twenty Seven (27) minutes East Sixty One and Twenty Three Hundredths (61.23) feet;

THENCE from the above described starting point by the Northeasternly limit of Fairview Avenue, North Forty Six (46) degrees Forty Five (45) minutes West Forty Four and Eighty Three Hundredths (44.83) feet;

THENCE by land of Howard Brown or Assigns, North Forty Two (42) degrees Fifty Six (56) minutes East Fifty Three and Seventy Two Hundredths (53.72) feet;

THENCE by land of Calvin Hubber, South Forty Three (43) degrees Nine (9) minutes East Eighty One and Forty Two Hundredths (81.42) feet;

THENCE by the Northernly limit of Caribou Road, South Seventy Nine (79) degrees Fifty Two (52) minutes West Sixty and Fifty Six Hundredths (60.56) feet to the starting point.

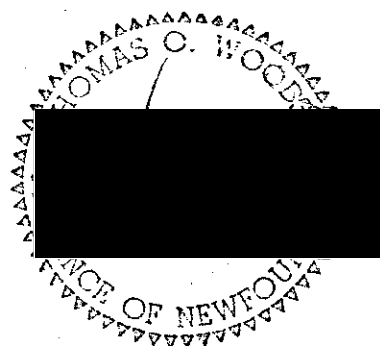
Containing in all Three Thousand Two Hundred Seventy One (3,271) square feet more or less and being more particularly shown and delineated on the attached plan whereon it is outlined in red.

All bearings given are from the True Meridian.

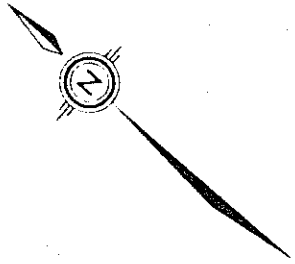
February 5th, 1970

TOWoods/cy

V 6927



Roll. 60324
± 3,250 sq ft
Ass. 1,500



Minimum Building Line

HOWARD BROWN
OR ASSIGNS

Calvin Humber

CARIBOU ROAD

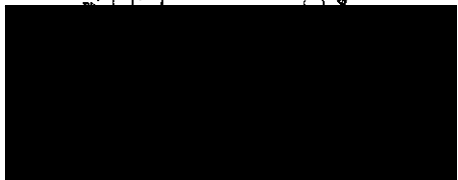
FIRE
HYDRANT

FAIRVIEW AVENUE

CARIBOU ROAD

Richard
Kajaks

THOMAS O. WOOD



OFFICE OF NEWFOUN

Scale: 1 in. = 20 Ft



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

Subject Matter: Request to Purchase City Land on Clarence Street

Report Information

Department: Land Management

Attachments: Draft Purchase & Sale Agreement; Survey, Drawing

Prepared By: Brandon Duffy

Council Meeting Date: March 9, 2020

Recommendation:

Staff recommends Council approve the sale of City land to the owners of 143 Clarence Street for land located on Clarence Street.

It is RESOLVED to approve the execution of the purchase and sale agreement between the City of Corner Brook and owners of 143 Clarence Street for City land on Clarence Street.

Issue:

The owners of 143 Clarence Street have requested to purchase land from the City.

Background:

Land Management was approached by the owners of 143 Clarence Street and they requested to purchase City land located adjacent to their current property. The land in question was conveyed to the City back in 1969 is deemed unviable because it would create a flag lot and make 143 Clarence Street non-conforming.


Currently the owners of 143 Clarence Street are maintaining the land and it has an approx. area of 645m² (6,946 ft²). No plans have been made to develop this land as of yet.

Options:

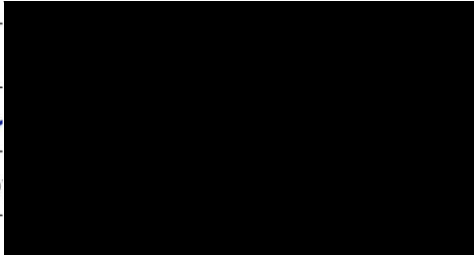
1. Sell the Land
 - Advantage: Land will be maintained and future revenue from the sale and taxation
 - Disadvantage: City will lose control of the land
2. Don't sell the land
 - Advantage: City will maintain control of the land for other possible developments in the future
 - Disadvantage: Land will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

Governance Implications:

Policy #: 07-08-05

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: The City receives revenues from the sale of the land and it will generate future property taxes. Price will be based on approx. \$2.00/sqft, which amounts to \$13,900.00.

Prepared by: Brandon Duffy		
Director: Dale Park		
City Manager: Rodney Cumb		
Date:		

Additional Comments by City Manager:

AGREEMENT OF PURCHASE AND SALE

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

BETWEEN

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

AND

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

WHEREAS the Seller owns property located adjacent to 143 Clarence Street in the City of Corner Brook, Province of Newfoundland and Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property");

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

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

PROPERTY AND PURCHASE PRICE

1. The Seller hereby agree to sell and the Buyer agrees to purchase the Property located adjacent to 143 Clarence Street in the City of Corner Brook, Province Newfoundland & Labrador, more particularly described in Schedule "A" annexed hereto (hereinafter referred to as "The Property") at a purchase price of Thirteen Thousand Nine Hundred Dollars (\$13,900.00) plus taxes in accordance with paragraph 6(a) and paragraph 6(b) regarding HST (hereinafter referred to as "the Purchase Price").

DEPOSIT

2. The Buyer submits with this offer the sum of Thirteen Hundred and Ninety Dollars (\$1,390.00) payable to the Seller as a deposit to be held in trust, pending completion or other termination of this agreement and to be credited towards the purchase price on completion. The balance of the Purchase Price to be paid on closing.

CLOSING

3. This agreement shall be completed on or before the May 1st, 2020 (hereinafter called the "closing" or "closing date").

TITLE SEARCH

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

CONVEYANCE

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

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

ADJUSTMENTS AND HST

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

SUBDIVISION/CONSOLIDATION

7. The Property is being sold on the condition that the Buyer will apply to the Vendors Community Services Department for consolidation with the Buyer's existing 143 Clarence Street property. When consolidated the Buyer hereby agrees that the property will not be subdivided without written approval from the Sellers

SURVEY

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

EASEMENTS/RIGHT OF WAYS

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

TENDER

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

AS IS WHERE IS/BUYER ACCEPT LIABILITY

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

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

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

SURVIVE CLOSING

12.

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

OVERDUE PAYMENTS

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

BINDING

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

NON-WAIVER

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

CUMULATIVE RIGHTS

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

NO COLLATERAL AGREEMENTS

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

PAYMENTS

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

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

SEVERABILITY

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

JURISDICTION

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

NOTICE

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

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

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

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

RESIDENT
143 Clarence Street
Corner Brook, NL
A2H 7E9

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

DOCUMENTS

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

GENDER/NUMBERS

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

HEADINGS

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

DATED AT _____ this ____ day of _____, 2020.

SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Mayor or Deputy Mayor

Witness

City Clerk or City Manager

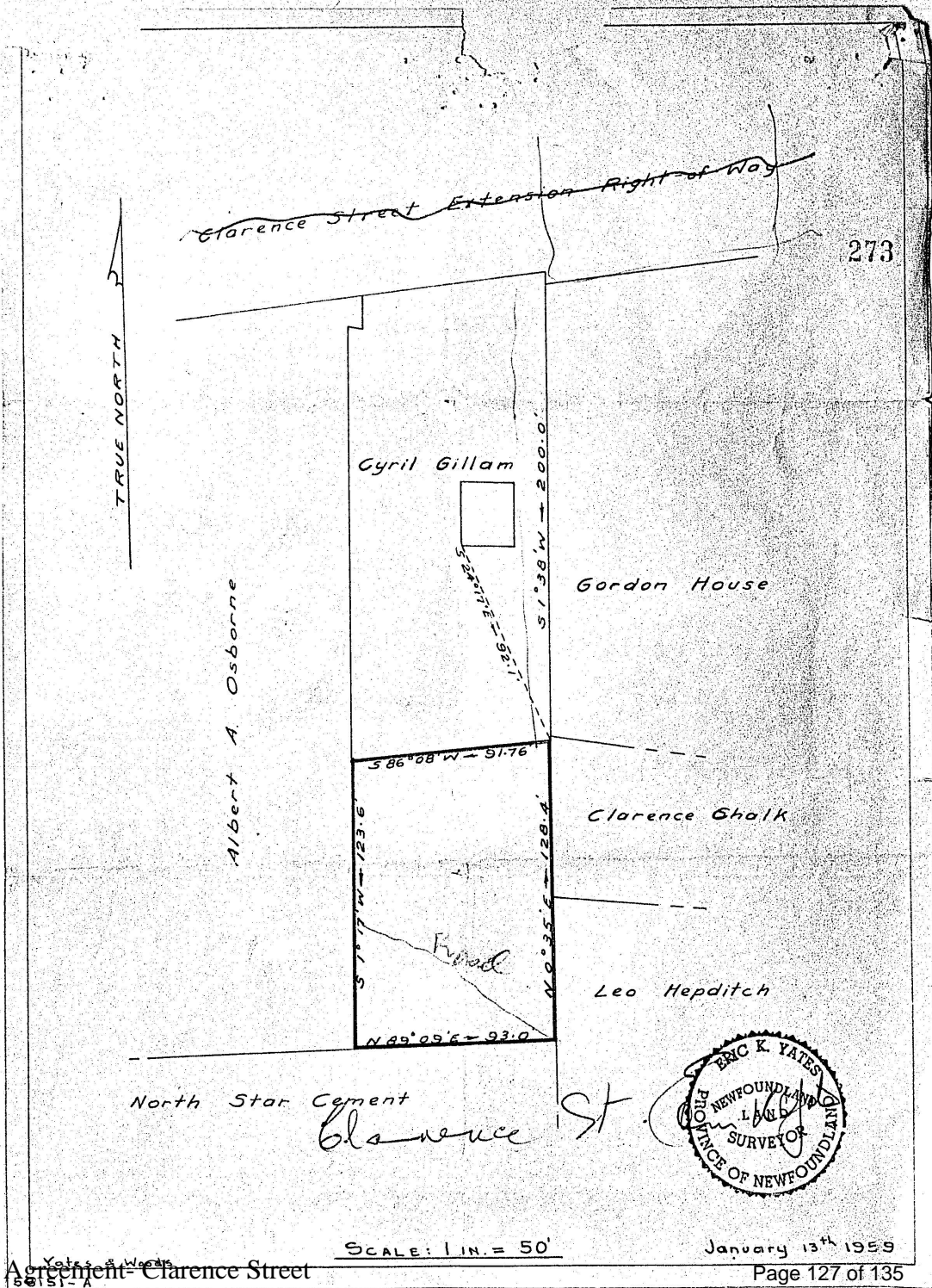
DATED AT _____ this ____ day of _____, 2020.

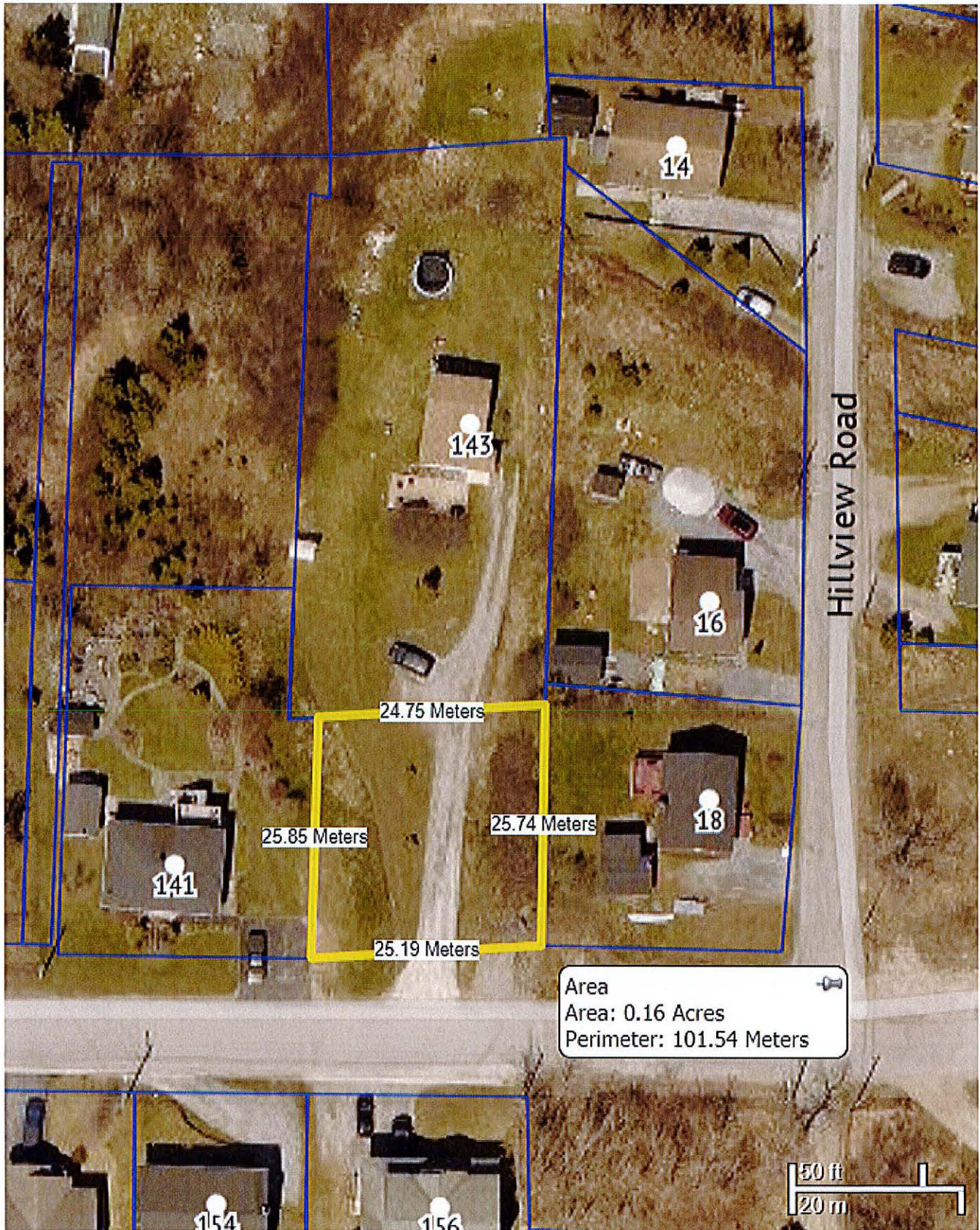
SIGNED, SEALED & DELIVERED
in the presence of:

IN WITNESS WHEREOF I have
hereunto set my hand and seal

Witness

Resident





Notice of Motion

Taxi Regulations, 2018

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

Whereas Section 229 of the City of Corner Brook Act, 1990 authorizes Council to make regulations:

- fixing the number of taxis in the city;
- requiring that the operators of taxis have a licence to operate in the city and fixing a fee to be paid for the licences;
- fixing fares to be paid by users of taxis;
- prescribing the inspection of taxis on an annual or other basis that the council may set out in the regulations;
- setting out standards for taxis; and
- authorizing and assigning stands for taxis, and the erection and maintenance of the stands.

Therefore Notice is hereby given that at the Public Council Meeting on April____, 2020 the following motion will be brought forward for consideration:

Pursuant to the powers vested in it by virtue of Section 229 of the City of Corner Brook Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby amends Section 10 Taxi Regulations, 2018, and thereby extends the year 2020 renewal period for Taxi relicensing for a period of up to 90 days past April 30th, 2020.

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Rent Relief	
Report Information	
Department: Finance & Administration	Attachments: List of tenants proposed for relief
Prepared By: Dale Park	Council Meeting Date: April 13, 2020

Recommendation:

It is staff recommendation to provide rent relief to the tenants of the Corner Brook Civic Centre starting mid-March until the Civic Centre is able to be opened to the public. Some members of Council had also indicated support to provide rental relief to the Corner Brook Curling Club for one month as well.

It is RESOLVED to approve rent relief to tenants of the Corner Brook Civic Centre from mid-March until the civic Centre is bale to open to the public.

It is FURTHER RESOLVED to approve rent relief to the Corner Brook Curling Club from mid-March until April 15, 2020.

Issue:

The Corner Brook Civic Centre has been closed to the public since March 15, 2020 and the tenants of the building have not been able to occupy their respective spaces. One of the tenants has requested rental relief for the period of closure.


Background:

On March 15, 2020 the City of Corner Brook closed the Corner Brook Civic Centre to the public. On March 18, 2020 the Provincial Chief Medical Officer of Health declared a public health emergency as a result of the COVID-19 pandemic. As a result of these measures, the tenants in the Corner Brook Civic Centre have been unable to continue their operations. A request was received from one of the tenants requesting rental relief during the closure due to the pandemic. The monthly rent for all of the tenants at the Civic Centre is \$9,856. The monthly rent for the Corner Brook Curling Club is \$1,836 until April 15, 2020.

Options:

1. Approve the rent relief as outlined
2. Approve the rent relief in an amount different than outlined
3. Reject the approval of the rent relief

Governance Implications:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Budget/Financial Implications: The total revenue loss would be \$9,856 per month for the Civic Centre. The total revenue loss for the Curling Club would be \$1,836.

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date:

Additional Comments by City Manager:

Lease revenues
Monthly

		Monthly	
Saltos	CC	2,426	
FYFC	CC	5,081	
FYFC	CC	771	
Natural Therapies	CC	328	
Alpha 1	CC	250	
Hockey Hall of Fame	CC	1,000	
Curling Club	Curling Club	1,836	Only until April 15, 2020
		<hr/>	
		11,692	