



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 **February 15 ,2021** at **5:30 P.M.** via **Video Conference**.

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

CITY CLERK

Page

1 CALL MEETING TO ORDER

2 APPROVALS

2.1 Approval of Agenda

3 - 5

2.2 Approval of Minutes [Regular Meeting - January 25, 2021]

3 BUSINESS ARISING FROM MINUTES

3.1 Business Arising From Minutes

4 CAPITAL PROJECTS

7 - 26

4.1 Elizabeth Street Water Pumping Station Upgrade

27 - 28

4.2 Multi-Year Balances

29 - 34

4.3 Gale Cochrane Street Waterline Replacement - Change Order No. 5

5 MUNICIPAL PLAN AND DEVELOPMENT REGULATION AMENDMENT

35 - 112

5.1 Consulting Services for the City of Corner Brook IMSP and DR 2022 Project

6 PLANNING AND DEVELOPMENT

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6.1 Discretionary Use - 175 Georgetown Rd

119 - 124

6.2 Discretionary Use - 29 Park Dr

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8		TOURISM & RECREATION
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9		CITY MANAGER
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10		ELECTION 2021
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11		ADJOURNMENT

**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO CONFERENCE
MONDAY, 25 JANUARY, 2021 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
	V. Granter	D. Burden, Director of Public Works, Water and Waste Water Services
	B. Staeben	M. Redmond, City Clerk

Absent with regrets: Councillor L. Chaisson

21-01 Approval of Agenda

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to approve the agenda as presented. **MOTION CARRIED.**

21-02 Approval of Minutes (Regular Council Meeting - 7 December 2020)

On motion by Councillor T. Buckle, seconded by Councillor V. Granter, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of 7 December 2020 as circulated. **MOTION CARRIED.**

21-03 Business Arising From Minutes

No items were brought forward.

21-04 Shared Water Supply System - Town of Steady Brook

On motion by Deputy Mayor B. Griffin, seconded by Councillor T. Buckle, it is **RESOLVED** to authorize staff to move forward with a request for funding under the Gas Tax special fund to conduct a feasibility study into a shared water supply system with the Town of Steady Brook. **MOTION CARRIED.**

21-05 Green Municipal Fund Agreement - Wastewater Co-Treatment

On motion by Deputy Mayor B. Griffin, seconded by Councillor B. Staeben, it is **RESOLVED** to accept the funding as outlined in the FCM project agreement under the Green Municipal Fund.

It is **FURTHER RESOLVED** to authorize the Mayor and City Manager to sign the Green Municipal Fund Agreement GMF 16904 with FCM on behalf of the City of Corner Brook.

MOTION CARRIED.

21-06 ATV Survey

Councillor J. Carey advised that the City will be conducting a public opinion survey on the City's ATV program. The survey is available online and physical copies are available at City Hall. The survey will run from January 26, 2021 to the end of February.

21-07 Outdoor Skating Rinks 2021

Councillor T. Buckle reported that the City is tentatively looking at temporary outdoor skating rinks in the City. The City plans to build the facilities but is looking for volunteer organizations that would be interested in running and maintaining the rinks.

21-08 Supply of New Fleet Fueling Equipment 2020-31

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to accept the bid of \$27,261.60 (HST extra) by Petro Service Ltd. for the supply of new fueling system & equipment. **MOTION CARRIED.**

21-09 Settlement Agreement - 51 Lundrigan Drive

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to reject the request to amend the settlement agreement dated October 25, 2019 to allow an extension to the Spring of 2021.

Deputy Mayor B. Griffin voted against the motion.

MOTION CARRIED.

21-10 Sale of City Land to 23 Charles Street

On motion by Councillor B. Staeben, seconded by Councillor T. Buckle, it is **RESOLVED** to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 23 Charles Street for City land on Charles Street. **MOTION CARRIED.**

21-11 Sale of City Land to 27 Charles Street

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to approve the execution of the purchase and sale agreement between the City of Corner Brook and owner of 27 Charles Street for City land on Charles Street. **MOTION CARRIED.**

21-12 Civic Centre Update

Councillor T. Buckle presented the monthly activity report for the Civic Centre and Recreation Division. The following programs are currently offered at the Civic Centre Studio:

- Active Tots - Tuesdays & Thursdays and every second Sunday from 9:30-11:00 am, free of charge, registration required;

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- Older Adult Fitness with Nora - Mondays & Wednesdays from 10:30-11:30 am, \$2.00 fee and registration required with Nora Lundrigan;
 - Lunchtime Adult Sports Drop In - Monday, Wednesdays and Friday's from 12:00-2:00 p.m., \$5.00 fee is required;
 - Lunchtime Student Sports Drop In - Tuesdays & Thursdays from 12:00-1:00 p.m., \$3.00 fee is required;
 - Friday Night Youth Drop In - Friday's 7:30-9:00 p.m., 12-18 years of age, \$5.00 fee is required.

21-13 City Manager's Report

The City Manager reported that the City of Corner Brook received approval for funding under the Provincial Government's COVID-19 Stimulus Program. The City Manager also reported that he has signed off on a number of change orders for the Woodman's Culvert Replacement Project and the Jubilee Field Baseball Building under his delegated authority.

ADJOURNMENT

The meeting was adjourned at 7:57 P.M.

City Clerk

Mayor

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: 2021-2022 Municipal Infrastructure Program	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: <i>Elizabeth Street Water Pumping Station Upgrade</i>
Prepared By: Jim Warford	Council Meeting Date: February 15, 2021

Issue: This RFD is intended to address the addition of the Elizabeth Street Water Pumping Station Upgrade to the 2021-2022 Municipal Infrastructure Program.

Background: The Department of Transportation and Infrastructure (TI) has conducted an evaluation of the City of Corner Brook's (City) Elizabeth Street water pumphouse to identify upgrading requirements in support of the new Long Term Care Facility (LTCF) and AcuteCare Hospital (ACH). That study has identified cost of required improvements at approximately \$614,000. This project is 100% funded by the Government of Newfoundland and Labrador and the City has been asked to undertake this project on behalf of the Department of Transportation and Infrastructure.

Recommendation: Staff recommend Option 1 and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook authorize staff to submit the Elizabeth Street Water Pumping Station Upgrade project for the 2021-2022 **Municipal Infrastructure Program** at a cost of \$614,000.

Options:

1. That the Council of the City of Corner Brook authorize staff to submit the Elizabeth Street Water Pumping Station Upgrade project for the 2021-2022 **Municipal Infrastructure Program** at a cost of \$614,000.
2. That the Council of the City of Corner Brook not authorize staff to submit the Elizabeth Street Water Pumping Station Upgrade project for the 2021-2022 **Municipal Infrastructure Program**.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Capital Budget

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: February 8, 2021

Additional Comments by City Manager:

December 22, 2020

Ken Drover, P. Eng.
Senior Engineer
Infrastructure Planning and Procurement
Department of Transportation and Infrastructure
P.O. Box 8700
St. John's, NL A1B 4J6

Dear Mr. Drover:

RE: Elizabeth Street Water Pumping Station Assessment, City of Corner Brook

The Department of Transportation and Infrastructure (TI) has engaged CBCL Limited (CBCL) to carry out an evaluation of the City of Corner Brook's (City) Elizabeth Street water pumphouse. The objective of this study is to identify upgrading requirements in support of the new Long Term Care Facility (LTCF) and Acute Care Hospital (ACH).

The scope of work for this project includes:

- Review current flows and pump demands of the existing Elizabeth Street service area using City SCADA data and the new flow meter at the Elizabeth Street Reservoir;
- Assess demands from the LTCF and ACH servicing reports, including consideration of normal and contingency servicing scenarios;
- Identify pumping deficiencies and related upgrading requirements for mechanical, electrical and ancillary pump station features;
- Prepare Class C cost estimates for identified upgrades; and
- Prepare draft and final reports.

Project Background

The Elizabeth Street water pumphouse provides water to the Elizabeth Street reservoir. The reservoir distributes water to the southern section of the City's distribution system, identified in the Corner Brook Water System Master Plan (WMP) as Zone L. The WMP was completed by CBCL in 2013 and contains detailed analysis of the existing water distribution system and storage infrastructure throughout the City. The WMP also provides recommendations for upgrades and additions to provide acceptable service to all customers in a safe and reliable manner while minimizing operation and maintenance requirements. Connecting to the water distribution system currently serviced by the Elizabeth Street reservoir has been identified as one of two servicing options for the new LTCF and ACH. Given that adding the LTCF and ACH

Mr. Drover
 December 22, 2020
 Page 2

will result in higher demands on the Elizabeth Street system, a detailed assessment is required to identify infrastructure upgrading requirements.

Existing Conditions

Elizabeth Street Pumphouse

The Elizabeth Street pumphouse (below) is approximately 40 years old and contains original equipment, including two Deming Crane pumps and one Cummins generator. Electrical items in the pumphouse include distribution panels, master switches, meters, and lighting. Additional site photos are provided in Appendix A.



Elizabeth Street Pumphouse

Data from the City's SCADA system indicates that the pumps operate at a flow rate of approximately 12.3 L/s and a total dynamic head (TDH) of approximately 11 m. Typically, the pumps are operating for 14 hours per day to maintain the required water level in the Elizabeth Street reservoir. A review of the pump curve (see Appendix B) for the existing pumps suggests that the pumps should be operating at a higher head for the flow rate being delivered. This indicates that the pumps may not be operating efficiently. It is therefore recommended that on site testing be completed during detailed design to verify site conditions.

The existing hydraulic grade line (HGL) was developed using the following assumptions and is shown in Figures 1 and 2 (see Appendix C).

- Elevation at pumps: 140 m;
- Suction pressure at pumphouse: 70 m (100 psi);
- TDH: 11 m (16 psi); and
- Reservoir top water level: 221 m.

Elizabeth Street Reservoir

The reservoir, approximately 7.6 m in height and 27.7 m in diameter, has a total volume of approximately 4.55 million litres. The ground elevation of the reservoir is 214.0 m, with a top water level (TWL) of 221.0 m. The reservoir currently distributes water to the southern section of the City's distribution system, identified in the WMP as Zone L. The area of Zone L is approximately 89 hectares and it contains eight residential streets.

Reservoir level data from the City's SCADA system for one week in September 2020 indicates that the reservoir operates over a range of only 0.5 m, as shown in Figure 3, with a bottom water level of 220.5 m under normal operating conditions. Water usage appears to remain consistent, even during the month of August, when water demands are typically the highest. The operating band of 0.5 m equates to approximately 302,000 litres available for balancing storage, which takes approximately 12 hours to use. The 0.5 m operating band is due to the higher elevations in Zone L, and the requirement to provide water to these elevations. For example, the apartment buildings on Gillams Road. A static head of 40 psi is the minimum pressure under normal flow conditions, as identified in the Guidelines for the Design, Construction, and operation of water and sewage systems (Guidelines) published by the Department of Environment, Climate Change and Municipalities (ECCM).

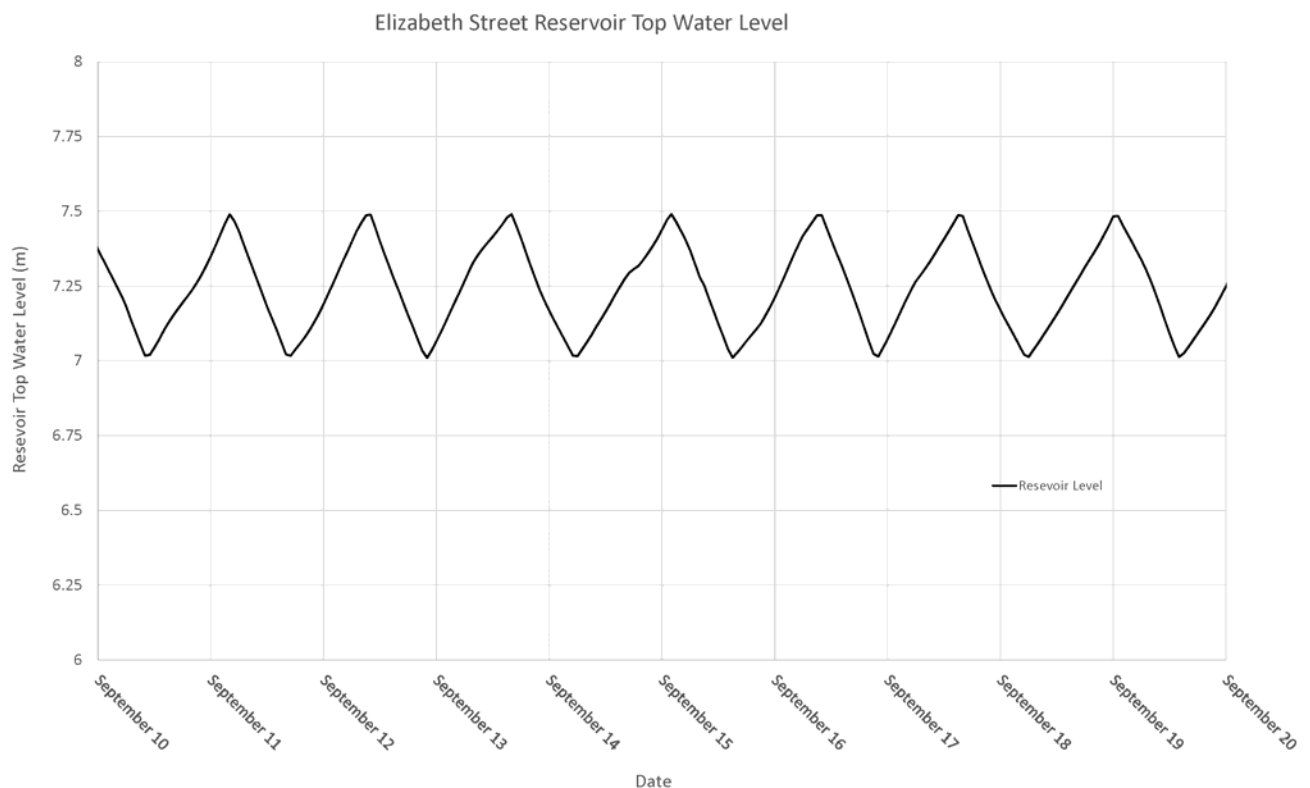


Figure 3: Elizabeth Street Top Water Level

Mr. Drover
December 22, 2020
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Water Quality

Given that a relatively small amount of the overall reservoir volume is used as balancing storage (302,000 litres for balancing versus 4,550,000 litres as total volume), there is minimal turnover in the reservoir. To accelerate reservoir turnover and increase flow through the Zone L distribution system, a flushing station was recently installed at the intersection of Phillip Drive and Windsor Street. The duration, frequency, and flow rate of the flushing valve is adjustable and is managed by the City. Currently, the flushing station operates twice a day at 4am and 4pm, displacing 100 L/min for approximately 6 minutes.

Domestic Water Demands

Existing Water Demand

It is understood that when the pumps at the Elizabeth Street pumphouse are not in operation, the flow meter installed at the Elizabeth Street reservoir records the flow from the tank as positive. However, when the pumps are in operation and the reservoir is filling, the flow meter records the flow as negative. Therefore, the existing average water demand to Zone L can be estimated using reservoir flow meter data. Flow data for one week in September indicates the average demand in Zone L is approximately 410 L/min (6.8 L/s), as shown in Figure 4. This average demand remains consistent, even during the month of August, when water demands are typically the highest.

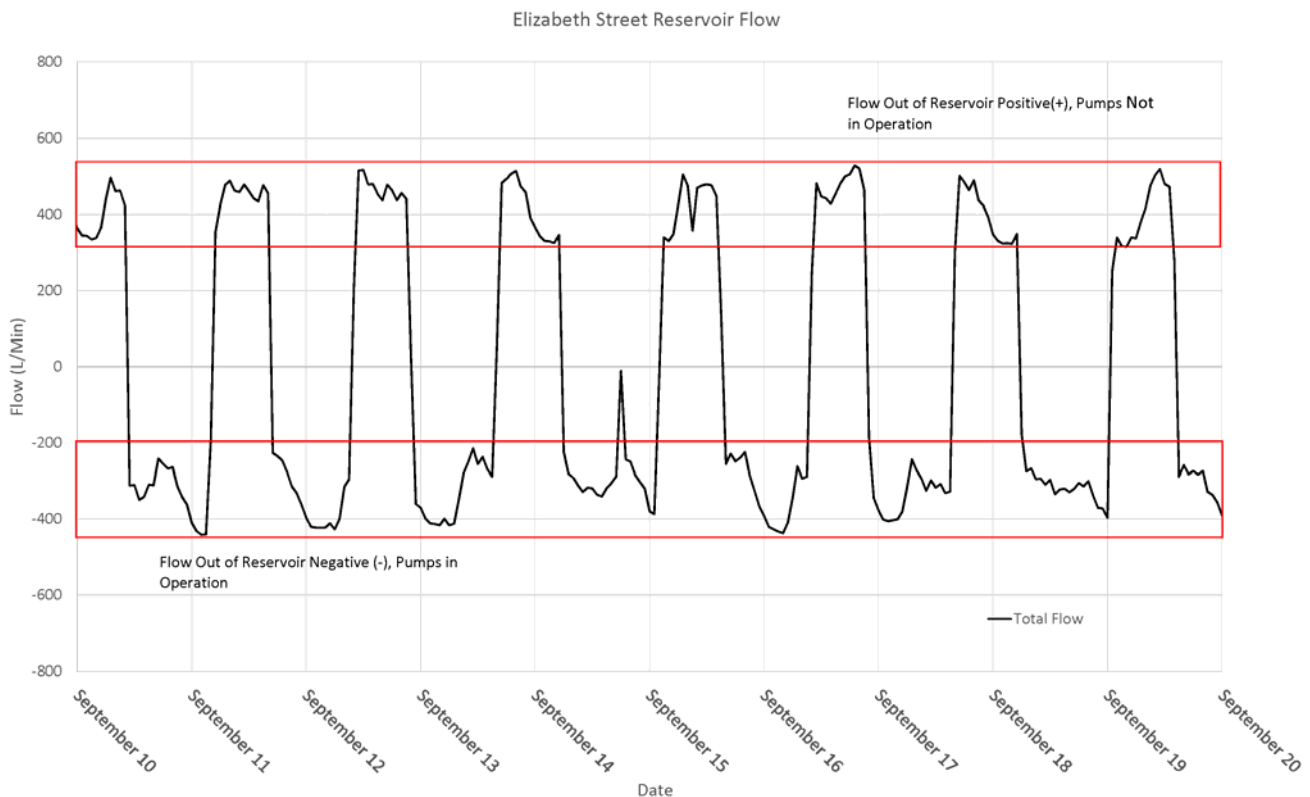


Figure 4: Elizabeth Street Reservoir Flow

New Water Demands

The new LTCF and ACH will result in much higher demands for the Elizabeth Street system. A functional service report prepared by WSP in 2020 provides the peak hour domestic water demands as 265 L/min (4.42 L/s) and 1,516 L/min (25.27 L/s) for the LTCF and ACH, respectively. It is important to note that the demands provided in the functional servicing report are for peak hour demand scenarios and were not developed using a diurnal water demand pattern for a typical hospital. A diurnal pattern is less conservative than a peak hour demand applied over a 24-hour period. However, for this project, upgrades to the Elizabeth Street pumphouse have been sized according to the peak hour demand scenario presented in the functional servicing report.

Upgrading Options

Elizabeth Street Pumphouse

The increased demands due to the new LTCF and ACH will mean that the reservoir balancing storage will diminish faster than it currently does and will need to be replenished more frequently. Therefore, upgrades are required to the existing pumps at the Elizabeth Street pumphouse. No exterior civil upgrades to the site or to the pumphouse building are required. Proposed upgrades have been developed for present and anticipated future demands on the current distribution system as listed below.

- Three-pump skid, with two pumps operating in parallel to provide water from the distribution system to the reservoir and a third standby pump.
- Peak flow rate of 80 L/s for two pumps.
- Variable frequency drives (VFD) and other required controls programmed to operate efficiently over a wide range of flow rates.
- Upgraded interior and exterior electrical equipment.
- Upgraded interior piping and fittings.
- An exterior generator to provide backup power to the pumphouse to operate the pumps and controls, as well as provide heat and electricity.

The design criteria used in the hydraulic analysis to develop the proposed upgrades are listed below. The proposed pumps will refill the 0.5 m operating band in the reservoir in approximately 2 hours, and the pumps will be in operation for nearly 12 hours per day. The HGL for the proposed system is shown in Appendix C, Figure 5.

- Elevation at pumps: 140 m;
- Suction pressure at pumphouse: 70 m (100 psi);
- Demand: 80 L/s;
- Watermain: 300 mm diameter ductile iron; 750 m in length;
- Darcy Weisbach equation “C” factor = 120; and
- Reservoir top water level: 221 m.

The existing WMP water distribution model was checked to determine if the proposed upgrades to the Elizabeth Street pumphouse impacted water pressures in the area. No significant change in pressure was observed throughout the southern section of the distribution system.

Elizabeth Street Reservoir

In addition to the upgrades at the Elizabeth Street pumphouse, upgrades to the existing reservoir were also considered. The increase in water demands from the LTCF and ACH combined with the existing demand in Zone L will result in the available balancing storage being used over a 2-hour period. To reduce the amount of time that the pumps are in operation and to provide a larger balancing storage to service the LTCF, ACH, and Zone L, the TWL in the existing reservoir could be raised or replaced.

A larger balancing storage will also increase the turnover rate in the reservoir. Additionally, a higher TWL would address some low pressure issues at higher elevations in Zone L. As this project is intended to provide recommendations for upgrades to the Elizabeth Street pumphouse only, an opinion of probable cost has not been prepared for reservoir upgrades.

Opinion of Probable Cost

A summary of the Class C opinion of probable cost is provided below. A detailed opinion of probable cost is provided in Appendix D. A life cycle cost analysis has not yet been completed for the proposed upgrades. As requested by TI, the Class C opinion of cost provides a breakdown of pump upgrading costs and other costs for items at the end of their useful life, such as electrical equipment, that are not necessarily required to accommodate the pump upgrading project.

Description	Cost
Required Pump Upgrades	\$274,100
End of Useful Life Equipment	\$36,200
Construction Sub-Total	\$310,300
Contingencies	\$161,700
Engineering	\$62,100
Sub-Total	\$534,100
HST (15%)	\$80,115
Total	\$614,215
Budget	\$614,300

Mr. Drover
December 22, 2020
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Yours very truly,

CBCL Limited

Prepared by:
Greg Sheppard
Senior Engineer

Reviewed by:
Tom Watson
Project Manager

Enclosures: Appendix A – Site Photos
 Appendix B – Pump Curve
 Appendix C – Figures
 Appendix D – Opinion of Probable Cost

Project No: 170426.02

APPENDIX A

Site Photos



Photo 1: Elizabeth Street Pump House Exterior



Photo 2: Elizabeth Stree Pump House Interior



Photo 3: Electrical Equipment



Photo 4: Electrical Equipment



Photo 5: Electrical Equipment



Photo 6: Electrical Equipment



Photo 7: Electrical Equipment



Photo 8: Interior Piping



Photo 9: Interior Piping

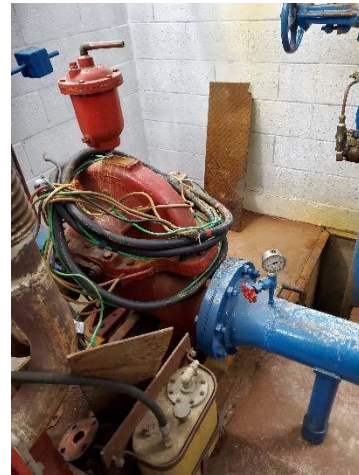


Photo 10: Interior Piping



Photo 11: Interior Piping

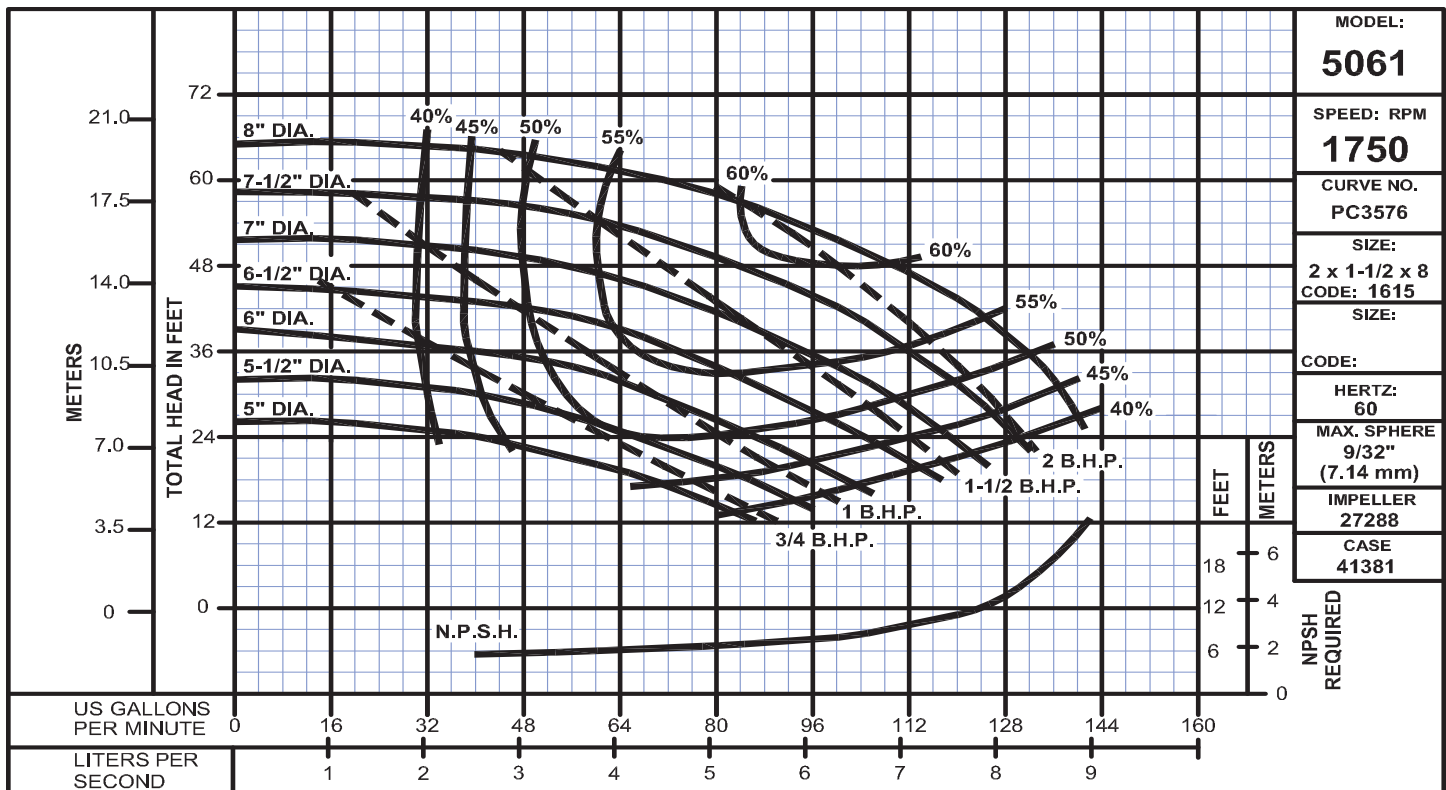
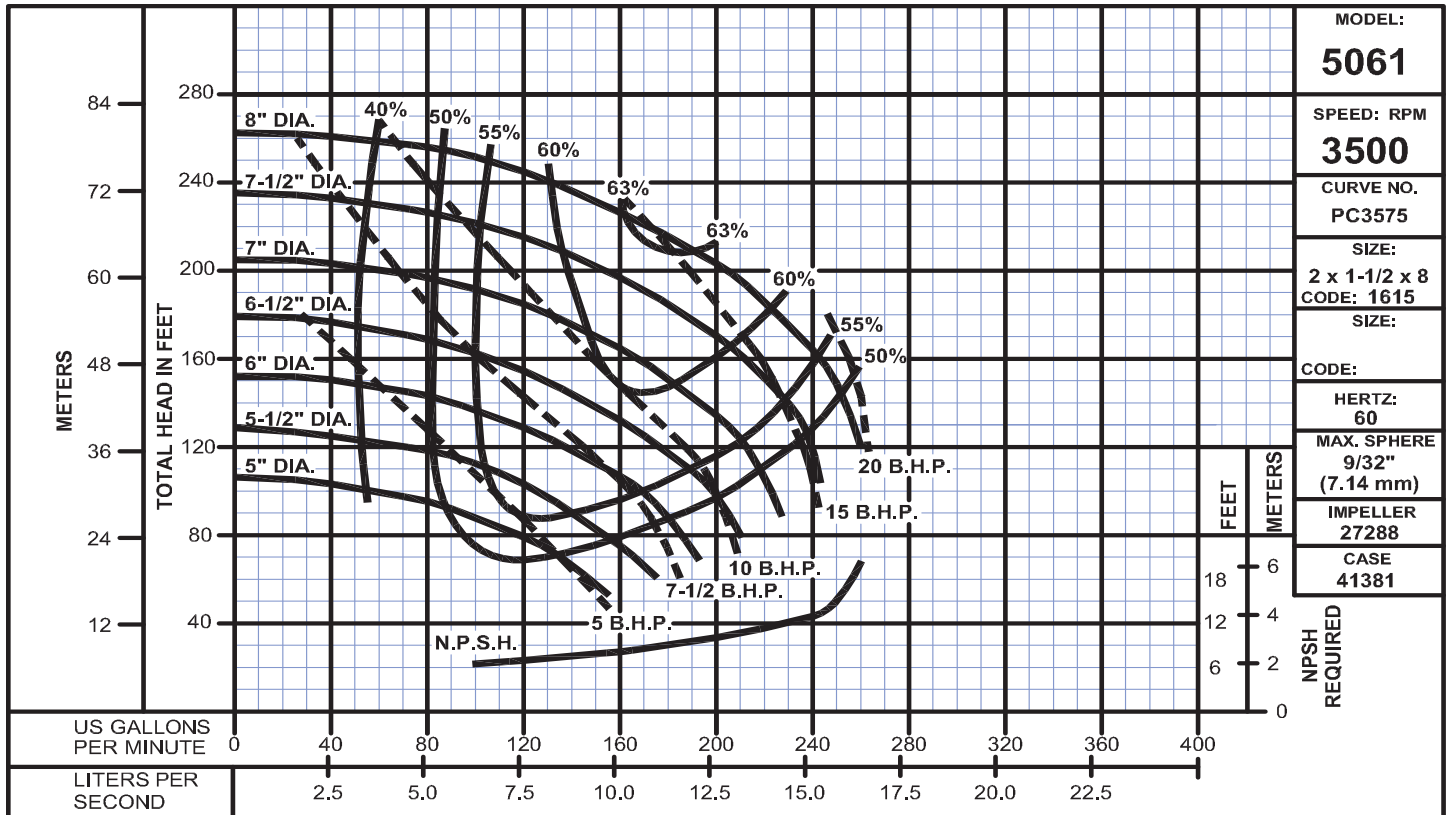


Photo 12: Pump Nameplate

APPENDIX B

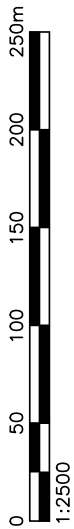
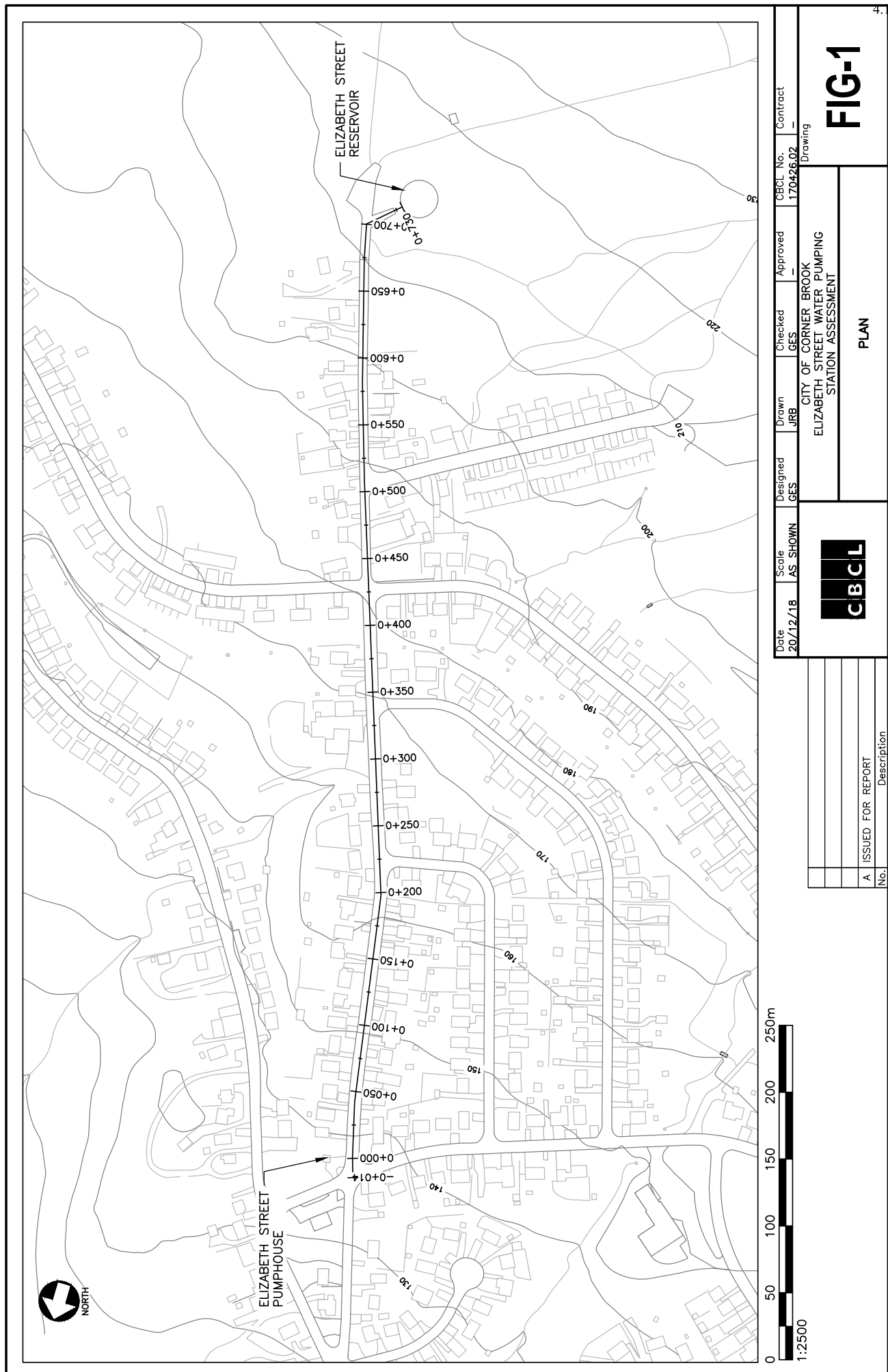
Pump Curve

Horizontal Split Case Centrifugal Pumps



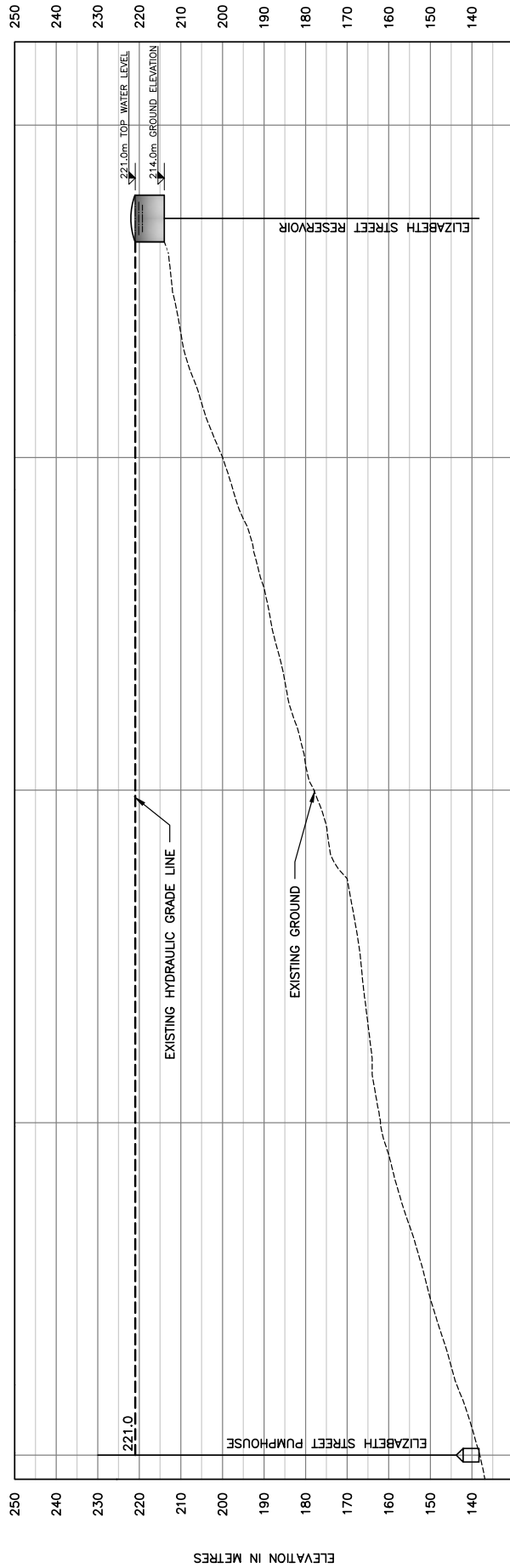
APPENDIX C

Figures



Date 20/12/18	Scale AS SHOWN	Designed GES	Drawn JRB	Checked GES	Approved —	TBCL No. 170426.02	Contract —
CITY OF CORNER BROOK ELIZABETH STREET WATER PUMPING STATION ASSESSMENT							Drawing
CBCL							FIG-1
PLAN							

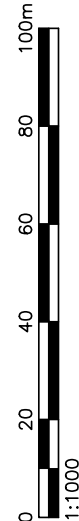
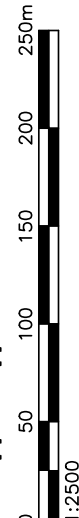
No.	Description
A	ISSUED FOR REPORT



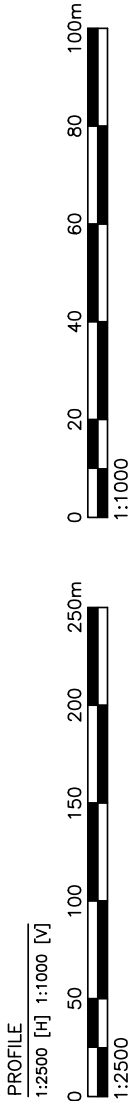
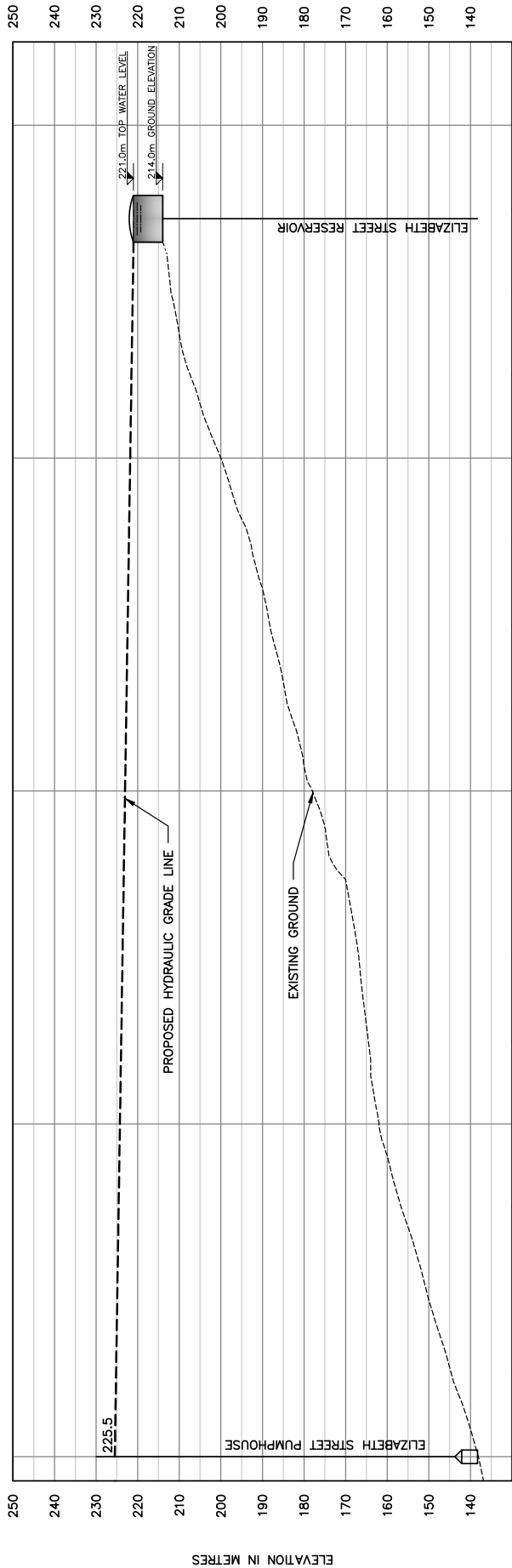
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PROFILE

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Date 20/12/18	Scale AS SHOWN	Designed GES	Drawn JRB	Checked GES	Approved —	OBCL No. 170426.02	Contract —
CITY OF CORNER BROOK ELIZABETH STREET WATER PUMPING STATION ASSESSMENT							Drawing
CBCL							EXISTING HGL
FIG-2							4.



Date 20/12/18	Scale AS SHOWN	Designed GES	Drawn JRB	Checked GES	Approved —	OBCL No. 170426.02	Contract —
CITY OF CORNER BROOK ELIZABETH STREET WATER PUMPING STATION ASSESSMENT							Drawing
ELIZABETH STREET PUMPHOUSE PROPOSED UPGRADES							FIG-5

No.	Description
A	ISSUED FOR REPORT

APPENDIX D

Opinion of Probable Cost

BUDGET SUMMARY**Opinion of Probable Cost**

Corner Brook Elizabeth Street Water Pumping Station Upgrades

DATE: December 18, 2020

CBCL FILE No.: 170426.02

PREPARED BY: G. Sheppard

EST. DESCRIPTION : Class C Estimate

No.	DESCRIPTION	COST	Notes
	CONSTRUCTION COSTS - PUMP UPGRADES DUE TO NEW LTCF AND ACH		
1.0	Selective Demolitions/Removals	\$ 15,000	
1.1	3 Pumps, VFDs, Control Panel	\$ 130,000	
1.2	Interior Piping Upgrades	\$ 12,500	
1.3	Exterior Generator with Base Tank, Concrete Pad, and Underground Conduits	\$ 62,100	
1.4	Emergency Transfer Switch	\$ 16,000	
1.5	Step Down Transformer and Distribution Panel	\$ 4,900	
1.6	SCADA Programming at Pumphouse and Integration at Operations Center	\$ 23,600	
1.7	Commissioning of SCADA and Pump Controls	\$ 10,000	
	CONSTRUCTION COSTS - REPLACE END OF LIFE EQUIPMENT		
2.0	LED Lighting for Interior and Exterior	\$ 3,600	
2.1	Controls Wiring	\$ 7,600	
2.2	Pressure Transmitter and Gauges	\$ 6,200	
2.3	SCADA/Control Panel	\$ 16,000	
2.4	Service Entrance Switch, Mast, and Conduits	\$ 2,800	
	SUB-TOTAL COSTS (Excluding below contingencies, allowance and factors)	\$310,300.00	
	General Contractor, Fees, Overheads and Profit 15%	\$ 46,545	
	Design Development Contingency 15%	\$ 53,527	
	Escalation / Inflation 0%	\$ -	
	Location Factor 1.00	\$ -	
	Construction Contingency 15%	\$ 61,556	
	CONSTRUCTION COSTS (A)	\$472,000	
	ENGINEERING and OTHER COSTS		
	Engineering 20%	\$ 62,060	
	ENGINEERING and OTHER COSTS (B)	\$62,100	
	TOTAL PROJECT COST (A + B)	\$534,100	
	Taxes 15.0%	\$ 80,115	
	TOTAL ESTIMATE OF PROBABLE COST	\$614,300	
THIS OPINION OF PROBABLE COSTS IS PRESENTED ON THE BASIS OF EXPERIENCE, QUALIFICATIONS, AND BEST JUDGEMENT. IT HAS BEEN PREPARED IN ACCORDANCE WITH ACCEPTABLE PRINCIPLES AND PRACTICES. MARKET TRENDS, NON-COMPETITIVE BIDDING SITUATIONS, UNFORESEEN LABOUR AND MATERIAL ADJUSTMENTS AND THE LIKE ARE BEYOND THE CONTROL OF CBCL LIMITED. AS SUCH WE CANNOT WARRANT OR GUARANTEE THAT ACTUAL COSTS WILL NOT VARY FROM THE OPINION PROVIDED.			

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Multiyear balances	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments:
Prepared By: James Warford	Council Meeting Date: February 15, 2021

Issue: This RFD is intended to address reallocation of balances remaining from the 2017-20 multiyear capital works programs.

Background: There were a number of projects from the 2017-20 multiyear capital works program that were under budget. This surplus, approximate value of \$82,000, is available to be reallocated to other projects. The Gale Cochrane Streets Substandard Waterline Replacement project, 17-MYCW-18-00024, is over budget by approximately \$95,000.

Recommendation: Staff recommend Option 1, that the Council of the City of Corner Brook approve the reallocation of a balance of funds from the 2017-2020 multiyear program towards the Gale Cochrane Streets Substandard Waterline Replacement project and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the reallocation of approximately \$82,000 of surplus funding from the 2017-20 multiyear capital works program towards the Gale Cochrane Streets Substandard Waterline Replacement project.

Options:

1. That the Council of the City of Corner Brook approve the reallocation of approximately \$82,000 of surplus funding from the 2017-20 multiyear capital works program towards the Gale Cochrane Streets Substandard Waterline Replacement project.
2. That the Council of the City of Corner Brook not approve the reallocation of approximately \$82,000 of surplus funding from the 2017-20 multiyear capital works program towards the Gale Cochrane Streets Substandard Waterline Replacement project.
3. That the Council of the City of Corner Brook give other direction to staff

Legal Review: NA

Governance Implications:

Budget/Financial Implications:

Environmental Implications: NA

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford
Director: Darren Charters
City Manager: Rodney Cumby
Date: January 27, 2021

Additional Comments by City Manager:

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Gale Cochrane Street Waterline Replacement Change Order 5	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: Change Order 5
Prepared By: Jim Warford	Council Meeting Date: February 15, 2021

Issue: This is a balancing change order to cover final quantities as constructed. The primary source of the change was additional rock removal. A detailed breakdown of the balanced quantities is attached.

Background: Upgrades were required to improve the water distribution system on Gale Street and Cochrane Street. Due to the excessive amount of bedrock, extra rock removal quantities were required to complete the project.

Recommendation: Approve the contract Change Order No. 5 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Gale Cochrane Waterline Replacement for an increase in Contract for \$25,217.59 (HST Included).

Be it resolved that the Council of the City of Corner Brook approve the contract Change Order No. 5 between the Owner (City of Corner Brook) and Contractor (Marine Contractors Inc.) for the Gale Cochrane Waterline Replacement for an increase in Contract for \$25,217.59 (HST Included).

Options:

1. That the Council of the City of Corner Brook execute the change order for Marine Contractors Inc.
2. That the Council of the City of Corner Brook not execute the change order for Marine Contractors Inc.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA

Governance Implications:

Budget/Financial Implications: 17-MYCW-18-00024

Budget: \$495,000.00

Contract Price: \$498,209.90

Environmental Implications: NA

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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<p>Prepared by: Jim Warford</p>
<p>Director: Darren Charters</p>
<p>City Manager: Rodney Cumby</p>
<p>Date: January 27, 2021</p>

Additional Comments by City Manager:

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

Page 1 of 2

Form 5

March 2020

PROJECT NAME: Gale/Cochrane St. Waterline Replacement**DMAE PROJECT NO:** 17-MYCW-18-00024**CONTRACTOR:** Marine Contractors Inc**CHANGE ORDER NUMBER:** 005**DATE:** Jan 26, 2020**.1** NOTICE

A change to the Contract is contemplated as indicated herein.

.2 PROCEDURE

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

.3 DESCRIPTION OF CHANGE

Variance in contract quantities Total Cost variance= 21,928.34.00 Plus HST

.4 EFFECT OF CHANGE ON CONTRACT

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

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

WORKING DAYS: 5 REVISED COMPLETION DATE: _____

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

() No Change

(X) Addition to Contract including GST payable by the Owner \$ \$25,217.59

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

CONTRACTOR:

(Signature)

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

Page 2 of 2

Form 5

March 2020

Authorized Contract Amount	\$ 498,209.90
Previous Change Orders	\$ 67,459.07
This Change Order	\$ 25,217.59
New Approved Contract Amount	\$ 590,886.56

.5 AUTHORIZATION TO PROCEED

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

DATE: 01/26/21____ CONSULTANT: 

DATE: _____ OWNER: _____

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

.6 CANCELLATION OF CONTEMPLATED CHANGE

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

DATE: _____ CONSULTANT: _____

.7 NOTIFICATION TO BONDING AND INSURANCE COMPANIES

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

APPENDIX "A"
SCHEDULE OF QUANTITIES AND PRICES

Change order #5 - Variance in Quantities

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>AUTHORIZED QUANTITY</u>	<u>FINAL QUANTITY</u>	<u>QUANTITY VARIANCE</u>	<u>UNIT PRICE</u>	<u>TOTAL VARIANCE</u>
DIVISION #1							
<u>01005</u>	<u>Maintain Existing Services</u>						
	1. Maintain existing water system	L.S.	1	1	\$0	\$ 15,000.00	\$ -
<u>01010</u>	<u>Mobilization & Demobilization</u> (not greater than 5% if on the Island, or 10% if in Labrador, or 15% north of Cartwright, of item a. "sub-total" on last page)	L.S.	1	1	\$0	\$ 7,500.00	\$ -
<u>01020</u>	<u>Cash Allowance (to be entered by Consultant)</u>						
	1. Pole Relocation/Shoring/Bracing	Allowance	\$20,000	0	(\$20,000)	\$ -	(\$20,000.00)
	2. Public Announcements	Allowance	1,000	0	(\$1,000)	\$ -	(\$1,000.00)
<u>01570</u>	<u>Traffic Regulations</u>						
	1. Flagpersons Wages	Hour	600	540.5	(\$59.50)	\$ 28.00	(\$1,666.00)
<u>01580</u>	<u>Project Signs</u>						
	1. Project Sign (drawing 04010)	L.S.	1	1	0	\$ 1,200.00	\$ -
<u>01710</u>	<u>Reinstatement and Cleaning</u>						
	1. Supply & Placing Topsoil	m ²	50	380	330.00	\$ 25.00	\$8,250.00
	2. Supply & Placement of Sods	m ²	50	380	330.00	\$ 25.00	\$8,250.00
DIVISION 2							
<u>02070</u>	<u>Sitework, Demolition & Removal of Structures</u>						
	1. Removal of Water Lines	m	130	79.8	(\$50.20)	\$ 25.00	(\$1,255.00)
	2. Removal of Fittings	Each	1	4	3.00	\$ 100.00	\$300.00
	3. Removal of Hydrant	Each	1	1	0.00	\$ 400.00	\$0.00
	4. Removal of Curb and Gutter	m	97	80.8	(16.20)	\$ 25.00	(\$405.00)
	5. Removal of Concrete Walk (5 Cochrane)	m2	0.5	0.5	0.00	\$ 100.00	\$0.00
<u>02111</u>	<u>Clearing & Grubbing</u>						
	1. Clearing & Grubbing Isolated Trees	Each	5	5	0	\$ 1,000.00	\$0.00
<u>02223</u>	<u>Excavation, Trenching & Backfilling</u>						
	1. Main Trench Excavation						
	1. Rock	m ³	240	701.42	461.42	\$ 105.00	\$48,449.10
	2. Common	m ³	960	377.68	(582.32)	\$ 20.00	(\$11,646.40)
	2. Service Trench Excavation						
	1. Rock	m ³	60	66.3	6.30	\$ 105.00	\$661.50
	2. Common	m ³	240	133.93	(106.07)	\$ 20.00	(\$2,121.40)
	3. Granular Pipe Bedding						
	1. Type 1	m ³	120	121.5	1.50	\$ 38.00	\$57.00
	4. Rock Under-Bedding	m ³	10	0	(10.00)	\$ 50.00	(\$500.00)
	5. Supply & Placement of Marking Tape						
	1. Plastic Tape	m	376	305.3	(70.70)	\$ 2.00	(\$141.40)
	2. Metallic Tape	m	376	305.3	(70.70)	\$ 2.00	(\$141.40)
<u>02224</u>	<u>Roadway Excavation, Embankment & Compaction</u>						
	1. Mass Excavation and Backfill						
	1. Common	m ³	324	151.47	(172.53)	\$ 18.00	(\$3,105.54)
	2. Imported Backfill						
	1. Common	m ³	100	0	(100.00)	\$ 32.00	(\$3,200.00)
<u>02233</u>	<u>Selected Granular Base & Sub Base Materials</u>						
	1. Class "A" Granular Base	tonne	285	332.32	47.32	\$ 30.00	\$1,419.60
	2. Class "A" Granular Base (Gravel Driveways)	tonne	20	105	85.00	\$ 30.00	\$2,550.00
	3. Class "B" Granular Sub-Base	tonne	428	517.87	89.87	\$ 29.00	\$2,606.23

APPENDIX "A"
SCHEDULE OF QUANTITIES AND PRICES

<u>02528</u>	<u>Concrete Walk, Curb & Gutters</u>					
1.	Curb & Gutter	m	230	222.3	(7.70)	\$ 130.00 (\$1,001.00)
<u>02552</u>	<u>Hot Mix Asphalt Concrete Paving</u>					
1.	Asphaltic Concrete					
1.	Base Course	tonnes	162	181.6	19.60	\$ 200.00 \$3,920.00
2.	Surface Course	tonnes	162	177.8	15.80	\$ 200.00 \$3,160.00
<u>02574</u>	<u>Reshaping & Patching Asphalt Pavement</u>					
1.	Removal of Asphalt Pavement	m ²	1201	1201	0.00	\$ 10.00 \$0.00
2.	Removal and Replacement of Asphalt Driveway	m ²	58	108.77	50.77	\$ 85.00 \$4,315.45
<u>02713</u>	<u>Water Mains</u>					
1.	Supply & Installation of Water Main					
1.	200mm DI CL 350 c/w poly wrap	m	302	305.3	3.30	\$ 210.00 \$693.00
2.	150mm DI CL 350 c/w poly wrap	m	9	9.8	0.80	\$ 162.00 \$129.60
2.	Supply & Installation of Service Pipe to R.O.W.					
1.	19mm C904 Municipex	m	91	123	32.00	\$ 34.00 \$1,088.00
2.	50mm C904 Municipex	m	65	0	(65.00)	\$ 80.00 (\$5,200.00)
3.	Supply & Installation of Fitting (size) (insulation)					
1.	Bends 11.25 (200mm)	Each	4	1	(3.00)	\$ 208.00 (\$624.00)
2.	Bends 45 (200mm)	Each	4	1	(3.00)	\$ 208.00 (\$624.00)
3.	Bends 90 (200mm)	Each	2	2	0.00	\$ 254.00 \$0.00
4.	Tees (150x150x200mm)	Each	1	0	(1.00)	\$ 253.00 (\$253.00)
5.	Reducer (150x200mm)	Each	2	3	1.00	\$ 149.00 \$149.00
6.	Corp. Stops (19mm)	Each	18	14	(4.00)	\$ 98.00 (\$392.00)
7.	Corp. Stops (50mm)	Each	1	0	(1.00)	\$ 454.00 (\$454.00)
8.	Saddles (19mm)	Each	18	0	(18.00)	\$ 118.00 (\$2,124.00)
9.	Curb Stops & Boxes (19mm)	Each	18	14	(4.00)	\$ 259.00 (\$1,036.00)
10.	Tapping Sleeve (50mm)	Each	1	0	(1.00)	\$ 266.00 (\$266.00)
4.	Supply & Install of Fire Hydrants (2.0m bury)	Each	2	2	0.00	\$ 7,100.00 \$0.00
5.	Colour Coded Painting of Hydrants	Each	2	0	(2.00)	\$ 400.00 (\$800.00)
6.	Supply & Placement of Joint Restraints (150mm)	Each	6	18	12.00	\$ 95.00 \$1,140.00
7.	Supply & Placement of Joint Restraints (200mm)	Each	21	33	12.00	\$ 128.00 \$1,536.00
8.	Supply & Install Valves including Valve Boxes					
1.	(150mm)	Each	2	2	0.00	\$ 2,770.00 \$0.00
2.	(200mm)	Each	5	4	(1.00)	\$ 4,150.00 (\$4,150.00)
9.	Swabbing of Water Lines					
1.	(200mm)	m	294	230	(64.00)	\$ 10.00 (\$640.00)
10.	Locating & Connecting to Existing System (Mains)	Each	4	4	0.00	\$ 1,500.00 \$0.00
11.	Locating & Connecting to Existing System (Laterals)	Each	19	14	(5.00)	\$ 750.00 (\$3,750.00)
12.	Supply & Placement of Concrete Thrust Blocks	m3	1.6	1.1	(0.50)	\$ 500.00 (\$250.00)
a. Sub-Total						<u>\$ 21,928.34</u>
b. H.S.T. 15% of Sub-Total						<u>\$ 3,289.25</u>
c. Grand Total						<u>\$ 25,217.59</u>
(Carry Forward to Page 1 of Tender Form)						

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Consulting Services for the City of Corner Brook IMSP and DR 2022 project	
Report Information	
Department: Community, Engineering, Development & Planning	Attachments: RFP, Proposal
Prepared By: Deon Rumbolt	Council Meeting Date: February 15, 2021

Issue: The City of Corner Brook issued a Request for Proposals (RFP) for consulting services related to the Integrated Municipal Sustainability Plan and Development Regulations 2022 project.

Background: Three proposals were submitted to the City on January 29th, 2021. The proposals were reviewed by a staff committee in order to make a recommendation to Council.

Recommendation: The Committee has reviewed and evaluated the proposals based on the criteria set out in the RFP document and has come to a consensus that the project should be awarded to Upland Planning and Design Inc. for the cost of \$99,107.00. As such, it is recommended that the following resolution be considered by Council:

Be it resolved that the Council of the City of Corner Brook award the consulting services contract for the IMSP and DR 2022 project to Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included).

Options:

1. That the Council of the City of Corner Brook award the consulting services contract for the IMSP and DR 2022 project to Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included).
2. That the Council of the City of Corner Brook not award the consulting services contract for the IMSP and DR 2022 project to Upland Planning and Design Inc. for the estimated cost of \$99,107.00 (HST included).
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: N/A

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

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Deon Rumbolt
Director: Darren Charters
City Manager: Rodney Cumby
Date: February 11, 2021

Additional Comments by City Manager:



**REQUEST FOR PROPOSALS (RFP)
TERMS OF REFERENCE
For**

**Corner Brook Integrated Municipal Sustainability Plan and
Development Regulations (2022)**

RFP # 2020-34

Closing Date: January 29th, 2021 at 12:00 P.M. (NST)

December 10, 2020

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SUMMARY OF KEY INFORMATION

RFP TITLE	<i>City of Corner Brook Integrated Municipal Sustainability Plan and Development Regulations (2022)</i> Proponents should use this title on all correspondence.
CONTACT PERSON	The point of contact for this RFP is: <i>Ms. Randa James, MCIP, CSLA</i> <i>Supervisor of Planning Services</i> Email: rjames@cornerbrook.com Phone: 709-637-1553
ENQUIRIES	Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Owner. Enquiries should be submitted no later than 2:00 pm on the day that is ten (10) business days before the Submission Time. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
SUBMISSION BY <u>E-MAIL ONLY</u>	Proposals are to be submitted via email to: tender-rfp@cornerbrook.com Subject line of e-mail submissions shall be: Corner Brook Integrated Municipal Sustainability Plan and Development Regulations (2022) – <i>Company Name</i> Responses submitted via fax, mail, courier, drop-off, or by any other means other than by E-MAIL SHALL NOT BE ACCEPTED.
SUBMISSION TIME	Submission time is 12:00pm Newfoundland Standard Time on Friday, January 29th, 2021 , or as amended by addendum. The submittal time will be the time date stamp of the received e-mail at the above e-mail address.

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1.0 INTRODUCTION

The City of Corner Brook (the Owner) is required to update The City of Corner Brook Integrated Municipal Sustainability Plan 2012 and the 2012 Development Regulations (Land Use Bylaw) in accordance with the Urban and Rural Planning Act, 2000, every 10 years.

The Owner is requesting responses to the Request for Proposals (RFP) to select a Proponent who will undertake the scope of work identified herein. Through the RFP process, the Owner hopes to identify a Proponent with the appropriate skills, experience and capacity to successfully carry out the scope of services detailed in this document.

Note: The Owner reserves the right to directly hire/call RFP's for proponents for specific projects outside the scope of this RFP.

1.1 Background

The City of Corner Brook is located on the west coast of Newfoundland located in the Bay of Islands at the mouth of the Humber River. The City has a population of nearly 20,000 and operates as the main service centre for all surrounding communities in Western and Northern Newfoundland, as well as, southern Labrador. The dynamic terrain and heavy seasonal snowfalls create unique challenges for planning and development; obvious by the terracing of neighborhoods and streets extending up the slopes and away from the core. The Municipal boundary surrounds the Town of Massey Drive and is bordered on one side by the Town of Mount Moriah and the Town of Steady Brook on the other.

Home to both Marble Mountain Ski resort and the Sir Wilfred Grenfell Campus of Memorial University of Newfoundland (MUN), the City of Corner Brook sees an influx of students and vacationers throughout the year. The outer limit of the Humber Valley catchment area is approximately 31, 000 residents.

Key sectors of our economy include health services (Western Memorial Regional Hospital, Long Term Care Facility), industry (newsprint, seafood products, construction, retail) tourism including Adventure Tourism (Marble Mountain Ski Resort, hiking, mountain biking, snowmobiling, ATV's, angling, Salmon fishing), and education (Sir Wilfred Grenfell College and The College of the North Atlantic).

We are currently operating under the City of Corner Book Integrated Municipal Sustainability Plan 2005 – 2012 as adopted and signed by the Minister of Municipal and Provincial Affairs, June 28, 2013. Ongoing changes have continued to be made with Plan Amendments that have been approved. As per the Urban and Rural Planning requirements, we are in need of a new 10 year plan as well as a new Land Use Zoning By-law (Development Regulations).

1.2 Project Description and Goals

This project involves a review of the current Integrated Municipal Sustainability Plan 2012, and the 2012 Development Regulations, a review of International Best Practices related to Climate Change and Pandemic Safety Practices and the development of New 2022 Development Regulations and Integrated Municipal Sustainability Plan 2022 designed specifically for the City of Corner Brook.

*The goal of the project is to review, research, undertake consultation on, assess, update and acquire all approvals for two documents: (1) an IMSP (Integrated Municipal Sustainability Plan) that meets the requirements for a Municipal Plan as per the Urban and Rural Planning Act, 2000 and (2) the associated Development Regulations (Land Use Bylaw) by improving existing Policies, Guidelines and Regulations to support environmentally sensitive, safe, high quality, diverse, pedestrian friendly urban/suburban environments, and offers increased benefits for the residents of Corner Brook.

*Refer to section **3.0 Objectives and Scope of Work** as well as **Appendix A** – Areas of Interest for additional details

2.0 MANDATORY REQUIREMENTS

2.1 Mandatory Requirements for Proponents

- Consulting firms will be required to provide proof of requisite insurances prior to the contract being awarded.
- The consultant will be required to follow enhanced safety protocols in response to the Pandemic situation in accordance with the most recent recommendations and directives from the Chief Medical Officer and the Department of Health of the Government of Newfoundland and Labrador
- The consultant will be required to follow the most recent Pandemic requirements for Public Consultation as a part of the Approval process of Planning documents as called for by the Minister of Environment, Climate Change and Municipalities of the Government of Newfoundland and Labrador.

2.2 Intellectual Property Rights

- The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
- Proposals regarding these rights should not be submitted to the Owner in response to this Request for Proposal and will not be considered in the evaluating responses.

2.3 Other General Information

- The Owner reserves the right to directly hire/call RFP's for Prime Consultants for specific projects outside the scope of this Request for Proposal.
- The Owner reserves the right to amend the RFP at any time by issuing a written addendum.
- Only one proposal will be accepted from a proponent; submission of multiple proposals from a proponent will mean automatic rejection of all submissions from that proponent.
- The consultant will be responsible for:
 - All data collection and analysis,
 - Undertaking research (using subconsultants as required),
 - Preparing materials for staff review,
 - Gathering public, government and agency input,
 - Presentation of material for and the synthesizing of responses resulting from the public process, and
 - Preparation and revision of the documents themselves.
 - Subject to the incorporation of minor modifications which may be required by the Minister of Environment, Climate Change and Municipalities and the City of Corner Brook, the consultant's role under these Terms of Reference would end with the submission of a new IMSP Municipal Plan and Development Regulations to the Council of the City of Corner Book for approval.
 - The consultant will be responsible for the management of the process and staff will provide available documentation and the interpretation thereof where needed.
 - All final documentation as well as all consultation notices, posters or other materials dealing with the process, either electronic or printed media, will be provided on disk or USB Flash Drive.

3.0 OBJECTIVES AND SCOPE

The successful proponents will be required to provide, at a minimum, the range of services relating to the delivery of an updated/new 2022 Integrated Municipal Sustainability Plan (IMSP) and 2022 Development Regulations (DR) and any supporting documents as outlined below:

3.1 Review of Existing Documents

- Review existing policies and regulations in the 2012 IMSP and DR
 - Review existing contents to identify gaps, inaccuracies, missing or new contents needed
 - Make recommendations for new or updates to policies and regulations
- Review existing planning documents from both a Climate Change Resilience and Pandemic Safety perspective, assess and develop recommendations to ensure that Best Practices, which are viable here, are proposed for inclusion within the documents.
- Review existing City of Corner Brook Subdivision Design Procedures and Municipal Engineering Standards to ensure conformance with the new plans.
- Review existing formatting, graphics, fonts and layout used for both documents
 - Assess and make recommendations on documents design and formatting for maximum clarity and guidance, using plain language, Corner Brook images and explanatory graphics.

3.2 Research and New Plans Development

- Council has made a commitment to sustainability for the future of Corner Brook. This has come out of extensive work done by staff to determine not only what aspects of sustainability are available and potentially suitable to promote community integration, but also control mechanisms that may fit our immediate regulatory needs. The IMSP should provide a vision for the community with policy sets designed to incorporate our existing development history, current goals and new best practice methods as decided through this process. As the IMSP will define our strategic direction, it should provide specific guidelines for all municipal departments to ensure successful goal and project integration. The Development Regulations should provide clear examples of the physical vision and direction of development and implementation of the policies of the IMSP.
- The IMSP should be a document that provides transparency and allows for public participation in all nature of municipal projects. The document should not only provide clear direction for the different municipal departments, but also clear direction for the public on how to: utilize the plan, be involved with and affect changes to the plan, and ensure the integrity of the plan. The success of this systemic approach should lay in the ease of utilization for its users.
- Review of the most current applicable International best practices and local viability for Climate Change Resilience and Pandemic Safety by Municipalities.
- Review the newest Municipal Plans and Development Regulations for Municipalities of a similar size to the City of Corner Brook (Canadian or International) to identify any potentially valuable policies or approaches that may be viable here to address concerns.
- Develop a viable best practice recommendations working paper including proposed Implementation policies and regulations for Consultation purposes.
- Adherence to the *Plan Requirements* under Section 13 of the *Urban and Rural Planning Act, 2000* as well as any and all requirements as specified by the Provincial Government for eligibility for Gas Tax funds.
- Review and consideration for implementation of any changes in provincial or proposed/draft policies as they pertain to the future of Corner Brook [i.e. Flood Risk Policy(s)].
- The IMSP needs to include an attached section covering the phasing plan for the implementation of Capital Works projects and/or sustainable strategies with an allocated budget for each year (actual period to be determined). A major current challenge for Corner Brook is the requirement to address the infrastructure deficit.
- Preparation and submission of the Green Municipal Fund, Grants for Sustainable Community Plans: Part B in order to secure additional funding for the project. The consultant will also be responsible for recommending other available funding streams for the realization of goals coming out of the IMSP.
- An examination of the existing mapping platform and available mapping to ensure integration of new mapping (GIS CAD Section of Operational Services)

3.3 Public Engagement

- Host digital public open house(s) which meet the requirements set out by The Department of Environment, Climate Change and Municipalities of the Government of Newfoundland and Labrador
- Conduct Council, staff and key stake holder phone or online interviews or surveys

- Create and conduct on-line survey(s) and compile responses from all sources with recommendations

3.4 Areas of Interest - General

- Develop 10 year IMSP and DR plans that assess the Areas of Interest, include viable policy and regulations to implement the specific area of interest deemed viable here.
- Refer to **Appendix A** for a more complete list of the areas of interest and the potential mechanism for Implementation, where available.
- The overall approach for many aspects of the IMSP will be determined by the consultant; however, it is our wish that the items listed in *Appendix A* be considered for policies and/or mechanisms to be implemented over the course of the Plan.

*The list was created from a combination of existing policies areas, areas with potential for consideration in the new plan and ideas or potential mechanisms that may be appropriate for Corner Brook.

3.5 Agreement for Services

- The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. Fees should be estimated using “Level of Effort” methodology. Itemized expenses such as meals, private vehicle usage, private lodgings and other incidental expenses will be paid on the basis of Government approved Basic Rates. All other expenses and reimbursable allowances will require supporting documents to be provided for payment. Rates provided in the RFP will form the basis of the Prime Consultant Agreement. Reimbursement of expenses shall not exceed those rates as submitted in the RFP. These amounts are to be calculated less the HST and shown on the schedule included herein for the duration of the project.

3.6 Financial Considerations

- The proponent will submit invoices, along with progress reports for amounts payable to the proponent according to the scope of work, deliverables, and schedule as required by the terms of the agreement with the Owner.
- The proponent invoices and progress reports will be formatted to include all information that the Owner requires for payment review and submission to the Department of Environment, Climate Change and Municipalities

4.0 RESPONSE CONTENT

Response content shall be organized and presented in a similar manner to the Response Content outlined below for ease of review and consideration by the Evaluation Committee. It is not the responsibility of the Evaluation Committee to exhaustively search through response documents organized in other fashions to find and evaluate content. Response Content is to fit within the section page limits indicated; supplementary appendices related to Response Content will not be considered unless they are explicitly requested in the Response Content section.

4.1 Table of Contents

- Proposals should include a table of contents properly indicating the section and page numbers of the information included.

4.2 Executive Summary (one page)

- Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
- Note to Proponents: Content in the Executive Summary is for summary purposes only, and **will not be evaluated** in the consideration of criteria outlined in the Evaluation Chart.
- Affirmation that any specific materials deemed by the Proponent to be Confidential, as outlined in Section 7.0, have been identified.

4.3 Project Approach (up to five pages)

The Proponent, demonstrating clear understanding, shall identify the following:

- Project Work Plan for organizing and executing the project scope and project objectives
- Project Management Plan, including Stakeholder (i.e. Owner or others) engagement process throughout the project, and integration of the Proponent's Quality Management Process
- Project Risks, Constraints, and Limitations that may impact the project delivery and success, and how they will be mitigated
- Value Added Information that the Proponent specifically brings to the project.

4.4 Delivery Schedule (one page)

- The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
- For documentation requiring review by the Owner, please allow two weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule (1 year) for project start and completion dates, or the timeline in which the project must be completed from the award date. For scheduling purposes only, please allow three (3) weeks from the RFP closing date to the notification of the successful proponent.

4.5 Reference Projects (one page per project)

- The Proponent must provide three (3) Reference Projects undertaken and completed within the past five (5) years. Reference Project information must be documented in the "Project Reference Form" template format provided in **Appendix B** near the end of this document. If more than three reference projects are submitted, only the first three will be considered.
- Reference project examples must demonstrate the Proponent's expertise and practical experience in: Municipal Plan and Development Regulations creation and development as well as public engagement. See the "Project Reference Form" template in **Appendix B** for the full outline of reference project information sought.

- The Proponent shall provide a completed “Project Reference Form” for each reference project as an **Appendix A** to their submission
- Each reference form shall consist of one project.

4.6 Organizational Chart (one page)

- An organizational chart is to be provided, indicating:
 - i. Names and organizations of Proponent team members, including all sub-consultants, involved in the project;
 - ii. Specific Roles and Responsibilities of all team members; and
 - iii. Project Lines of Responsibility and Reporting as they relate to the Owner, Proponent, and any other applicable organization.
- The Proponent shall provide a completed “Key Personnel” form for each team member presented in the Organizational Chart as an **Appendix B** to their submission. The “Key Personnel” form is also presented in **Appendix B** near the end of this document. Key Personnel forms are to be limited to one (1) page per person identified. Pages in exceedance of this limit will not be considered.
- The Organizational chart will be used in the negotiation of the Prime Consultant Agreement; any changes in the key personnel at that time, or any subsequent time, must be approved by the Owner.

4.7 Schedule of Rates and Fees

- All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the password protected Financial file.
- Requests for other fees shall be presented on a separate sheet attached to the enclosed schedules.
- The Proponent shall show Professional fees calculated, based on level of effort, for the tasks outlined in the work plan, and further outlined in **Section 3.0 Objectives and Scope** and **Appendix A** of this document. This summary should include any services not itemized, but deemed necessary by the Proponent. This section of the proposal should also include:
 - i. Hourly rates of personnel;
 - ii. Their relative participation (number of hours); and
 - iii. Disbursements.

5.0 REQUIRED AREAS OF EXPERTISE

Project areas may include, but are not limited to:

- Land Use Planning
- Public Engagement
- Policy writing
- Bylaw and Regulation writing
- Data Collection
- Data Analysis/Assessment
- Design/Urban Design
- Project management services

- Graphic Design/Photography
- Document Creation (Word and InDesign or alternatives)

6.0 EVALUATION CRITERIA

6.1 Evaluation Process

- Proposals will be evaluated using a two-step, two digital file procurement bidding procedure whereby the Technical, and financial responses will be submitted in two separate PDF files with the financial file being password protected. Proponents will be evaluated on the Technical proposal prior to the opening and evaluation of the Cost of Services proposal as detailed in Section 6 and Section 7 below.
- Weighted Factor Table – The Technical Evaluation Committee will use the following Weight Factor Descriptions and Evaluation Criteria and to evaluate the proposal submissions:

Weight Factor Description	Weight
Deficient – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	0%
Poor – The Response fails to meet the requirement of the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work.	10% - 30%
Fair – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work.	40% - 60%
Good - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work.	70% - 80%
Excellent - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.	90% - 100%

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
Technical Evaluation		
1. Project Approach		30
1.1. Project Work Plan	14	
1.2. Project Management Plan	8	
1.3. Project Risks, Constraints, Limitations	4	
1.4. Value Added Information	4	
2. Delivery Schedule		9
2.1. Work Plan Key Activities Outlined	3	
2.2. Work Plan Key Deliverables Outlined	3	
2.3. Delivery Timeline meets Owner's timelines	3	
3. Reference Projects		24
3.1. Reference Project #1		8
3.1.1. Similar to Scope of this Project	4	
3.1.2. Proponent Role Similar to this Project	2	
3.1.3. Challenges and Mitigation Strategies Outlined	2	
3.2. Reference Project #2		8
3.2.1. Similar to Scope of this Project	4	
3.2.2. Proponent Role Similar to this Project	2	
3.2.3. Challenges and Mitigation Strategies Outlined	2	
3.3. Reference Project #3		8
3.3.1. Similar to Scope of this Project	4	
3.3.2. Proponent Role Similar to this Project	2	
3.3.3. Challenges and Mitigation Strategies Outlined	2	
4. Organizational Chart		12
4.1. Project Team Identified	3	
4.2. Team Member Roles and Responsibilities Identified	3	
4.3. Project Team Experience with Relevant projects	5	
4.4. Project Reporting Structure Identified	1	
Sub-Total Technical Evaluation		75
5. Financial Evaluation		25
5.1. Cost of Service Evaluation (Password protected PDF File)		
5.1.1. Lowest Cost of Service	25	
Total of Technical Evaluation & Cost of Service Scores		
		100

- The content (Evaluation Criteria 1.0, 2.0, 3.0, and 4.0) of proposals submitted must achieve from the evaluation panel a minimum score of 60% of total points for the Technical Evaluation.
- The proponents whose proposals do not meet the evaluation scores required will not be asked to provide a password for the financial proposal.

6.2 Financial Evaluation

- The proponents whose proposal meets the required technical evaluation minimum score, will be given a score value relative to the lowest cost of services, which will be assigned a portion of the points available. The Cost Formula for Evaluation is:
 - $\text{Points awarded} = (\text{Lowest Proposal cost} / \text{Proposal cost being evaluated}) \times \text{Total points available for Cost.}$
- All prices quoted in the proposal are to be in Canadian funds and are to show all applicable taxes.

6.3 Combined Score of Technical and Cost of Service Evaluation

- The preferred proponent will be selected based on the highest overall score achieved by totaling the Evaluation Criteria (1.0 Project Approach, 2.0 Delivery Schedule, 3.0 Reference Projects, 4.0 Organizational Chart, and 5.0 Cost of Service). In the event of a tie for the combined scores, the deciding factor will be the highest technical score. If a tie still exists, the deciding factor will be a coin toss, following the coin toss process outlined in the Public Procurement Agency's Public Procurement Policy Guide.
- The Owner reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

7.0 SUBMISSION REQUIREMENTS

Proposals, rather than tenders, have been requested in order to afford Proponents an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing services. This year, 2020, has been an unprecedented time for change which calls for unprecedented responses to change to ensure our resilience. We hope for Value Added items that may address some of the uncertainties of these changing times by providing a clear vision and focus that shows leading edge principles. The proposed approach should satisfy the Owner's needs in a cost-effective and timely manner.

7.1 Submission

1. Proposals must clearly show the complete company name, name and telephone number of primary contact person(s).
2. After the closing time and date, all proposals received by the Owner become the property of the Owner.
3. Proponents' responses to this RFP must be submitted by **E-MAIL format only**. The owner shall accept responses that have been prepared and submitted in **E-MAIL format only**.
4. It is **mandatory that all submissions are in PDF format and are submitted via e-mail to the following address:**

tender-rfp@cornerbrook.com

5. The E-MAIL subject line shall be:
RFP # 2020-34 Corner Brook IMSP and DR 2022 – Company Name
6. **E-mail** responses must be submitted to the above noted e-mail address and must be received by **12:00 noon, NST on January 15th, 2021**. Submittal time will be the time date stamp of the received e-mail at the above address. Responses submitted by fax, courier, drop-off or by any other method other than e-mail, **shall not be accepted**.
7. Amendments to a previously submitted proposal will be accepted at the above noted e-mail address up until the closing time. The following e-mail subject line must be used:
RFP # 2020-34 Corner Brook IMSP and DR 2022 – Company Name – Amendment #
8. Technical Submissions:
 - Submitted documents shall be in **ONE PDF document**. Page limitations are outlined in Section 4.0 RESPONSE CONTENT
 - The following file naming convention must be used:
RFP # 2020-34 IMSP DR – 2020 Technical – City of Corner Brook- Company Name
 - If an amendment is made, the file shall be named:
RFP # 2020-34 IMSP DR - 2020 Technical– City of Corner Brook- Company Name- Amendment #
9. Financial Submissions:
 - Submitted documents shall be in **PDF format secured with a password**. The chair of the Evaluation Committee will e-mail the proponent for the Financial Submission password once the technical evaluation is complete and the proponent has successfully passed the technical threshold allowing for financial review. In the case that the Financial Submission is not password protected, **the submission will be rejected without consideration**. In the case where a Financial Submission PDF document password is submitted before it is requested by the chair of the OA Selection Committee, **the submission will be rejected without consideration**.
 - The contact to be used for the password retrieval will be the e-mail address of the proponent used to submit the proposal (i.e. the person sending the proposal should have the password).
 - The proponent will be given two (2) business days to provide the password to the Evaluation Committee chair (contact information will be provided in the requesting e-mail). For example, if the password request is sent on Tuesday at 12:37 pm, the proponent must respond with the password by 12:37pm on Thursday.
 - The following file naming convention must be used:
RFP # 2020-34 IMSP DR - Financial 2020 – City of Corner Brook- Company Name
 - If an amendment is made, the file shall be named:
RFP # 2020-34 IMSP DR - Financial 2020 – City of Corner Brook- Company Name- Amendment #
10. The City of Corner Brook network has a 25 megabyte (MB) e-mails size limit for incoming e-mails. Submissions greater than 25MB may be at risk of rejection by the network, or being undeliverable to the e-mail address above. It is the responsibility of the proponent submitting a proposal to ensure that the e-mail size is suitably below the file size threshold.

11. Proposals must be in English, typed in suitably readable font (Arial or Calibri font, or similar, are recommended), size 10, 11, or 12, and black in colour, on a white background.
12. Pages in excess of the section page limits (noted in Section 4) will not be considered.

7.2 Acknowledgement of Addenda

Acknowledgement of addenda received shall be included in the cover letter of the submitted proposal. Acknowledgement must be made of each numbered addendum issued; a blanket statement of acknowledgement of "All Addenda" will not be accepted.

7.3 Amendment of Proposal

Properly documented amendments to the proposal submission will be permitted up to the proposal closing time at the e-mail address above. If proponents decide to amend their cost of services, submit **only the incremental change** in the amendment; do not indicate the total price.

7.4 Submission Rejection

- Proposals received and not conforming to Items 7.1.1 to 7.1.12, 7.2, and 7.3 above will be returned to Proponents(s) without consideration.
- Proposals received via facsimile machine or mail will not be accepted.
- For further clarity; the following table highlights Rejection Criteria for submissions:

Submission Deficiencies Possibly Resulting in Proposal Rejection	YES	NO
Submission received prior to the closing time on the date indicated.		
Submission contains two (2) PDF files. One named technical and one named financial		
Proposal files adhere to naming convention described in RFD		
Financial proposal is password protected		
Amendments that are submitted follow naming convention described in RFD		
Cost Proposal Amendments, if submitted, DO NOT indicate Total Price.		
Proposal is in English, with appropriate text font and colour.		
Acknowledgement of each Addendum included in cover letter		

If the answer to any of the above is "NO", the proposal can be rejected per Section 7.0.

7.5 Costs for Submission

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

7.6 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing.

7.7 Governing Laws

- The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.
- Note that this procurement is subject to trade agreements, if applicable.

8.0 ACCESS TO INFORMATION

- This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*.
- The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
- The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the *Access to Information and Protection of Privacy Act, 2015* has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the *Access to Information and Protection of Privacy Act, 2015*.
- By submitting a Proposal, the Proponent represents and warrants to the Owner that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Owner, and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.
- For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link: <http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

9.0 EVALUATION PROCESS

- An Evaluation Committee consisting of representatives from the City of Corner Brook will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to Council on a Proponent. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost of service. Please refer to the Evaluation Criteria outlined in Section 6.0 of the Terms of Reference. Acceptance of the recommended Proponent is subject to the approval of the Council of the City of Corner Brook.
- The Evaluation Committee reserves the right to conduct pre-selection meetings with Proponents, which may include a run-through of the proposal submission.
- The successful Proponent will be required to enter into a Standard Form of Agreement between the Owner and Prime Consultant for services related to the funded project. The Prime Consultant Agreement must be reviewed and approved by the Owner prior to execution.

10.0 RESERVATION OF RIGHTS

The Owner reserves the right, in its sole and absolute discretion, to:

- Amend the scope of work of the RFP, and/or modify, cancel or suspend the RFP at any time for any reason.
- Accept or reject any proposal based on the evaluation of the proposal based on the guidelines in this Terms of Reference. In particular the Owner is not obliged to select the proponent with the lowest cost.
- Reject a proposal that fails to meet the Mandatory Requirements.
- Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP, except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.
- Reject, disqualify or not accept any or all proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
- Re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this work or for work of a similar nature.
- Make any changes to the terms or the business opportunity described in this RFP.
- Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

11.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

a) Reservation of Rights to Disqualify

- The Owner reserves the right to disqualify any Proponent that in the Owner's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Owner may consider to be in the public interest or otherwise required by the Owner.

b) Relationship and Conflict Disclosure

- Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Owner, or any other person providing advice or Works to the Owner with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.
- At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Owner may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.

c) The Owner May Make Advance Decisions

- The Owner may make advance decisions, where the Owner identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.

d) Decisions Final and Binding

- The decision of the Owner is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
- The Owner may provide any decision by the Owner regarding conflicts of interest to all Proponents if the Owner, in its sole and absolute discretion, determines that the decision is of general application.

12.0 NO COLLUSION

- Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.
- By submitting a proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Owner, with the knowledge and intention that the Owner may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.
- In the event of any collusion in contravention of this Section, the Owner in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

13.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

- Agrees not to bring any claim against the Owner or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
 - If the Owner accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
 - If the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP; and

- b) Waives any and all claims against the Owner, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Owner and the Proponent for any reason, including:
- If the Owner accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
 - If the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Owner exercises any rights under this RFP.

14.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Ms. Randa James, MCIP, CSLA
Supervisor of Planning Services
City of Corner Brook

15.0 ENQUIRIES

- a) All enquiries regarding this RFP must be directed to:

Ms. Randa James, MCIP, CSLA
Supervisor of Planning Services
City of Corner Brook
(709) 637-1553

rjames@cornerbrook.com

- b) All questions should be submitted, in writing at least ten (10) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing.
- c) Any verbal representations, promises, statements or advice made by employees of the Owner, other than written responses, should not be relied upon.

16.0 ELECTRONIC COMMUNICATION

- a) The Owner does not assume any risk or responsibility or liability whatsoever to any Proponent:
- for ensuring that any electronic email system being operated for the Owner is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - if a permitted email communication or delivery is not received by the Owner, or received in less than its entirety, within any time limit specified by this RFP.
- b) All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

17.0 DEBRIEF

Proponents have the option to avail of debriefs, as outlined in the Public Procurement Act and Regulations. Debriefs, as outlined in the Public Procurement Policy, permit unsuccessful bidders an opportunity to understand why their bid was not successful. The “Generic Debrief Template” included at the end of this document in **Appendix C** elaborates on the purpose of the debrief, and the information that will be provided to bidders, successful or unsuccessful, who request it.

APPENDIX A – AREAS OF INTEREST

This list is not meant to be a “checklist” for the consultant, but more of an understanding of the direction the City feels could be appropriate for Corner Brook. It is understood that there may be items listed that may not be feasible for Corner Brook at this time but may fit into our long term direction.

Areas of Interest		Potential Mechanism for Implementation
Energy		
City Energy Planning: Annual Reduction Goals		Municipal Energy Audit & Action Plan with Reduction Goals - Annual
Existing Green Building Incentives that should be promoted in policy		Built Green Rebate Program
		Leed Standards Incentive Program
		Others?
Alternative Fuel Policies to be considered		Biodiesel Run Buses/transit vehicles/taxis
		Electric Vehicles, Hybrids & associated facilities
		Prohibit use of waste oil burners, add enforcement
		Liquid bio-fuels & geothermal heating opportunities & viability for CB
		Discourage/phase out use of fossil fuel heating in new or redeveloped sites
Wind Turbine Energy Policies		Promote small Utility Scale Turbines for Commercial, Industrial, Institutional & Residential use
		Check Provincial Prohibitions?
		Create Policy, Regulations, definitions, use zones, sizes, noise separation distances, etc.
Solar Energy Policies		Subdivision Design Guidelines - Solar Gain Access, design with existing topography
		Solar Ready - new developments/redevelopment
		Create Policy, Regulations, definitions, zones, sizes, etc.
Heat Recovery		Provincial Partnership for Regional Land Fill heat recovery system
		Heat recovery incentive program - all classes
		Heat pumps – promote
		Water drain heat recovery technology - mandatory?
		On Demand Tankless Heating – water – allow for new technologies

Areas of Interest		Potential Mechanism for Implementation
Design		
Mechanisms for maintaining character and design themes?		Planning Overlay for Design Guidelines
Non-conforming uses & reconstruction		Create policy addressing reconstruction of damaged buildings & create regulations
Non-conforming building improvements		Tax Credit Program, Incentive Program(s)?
Section 91 Screening Landscaping in DR		Improve & rename section 'Landscape Requirements'
		Ensure ability to request landscape plan in policy & regulations
		Require Landscape Architect or Landscape Designer to sign/seal landscape Plan
		All new or additions to multi-family residential, commercial, institutional & industrial will be required to submit a landscape plan
		LS plan submission requirements & regulations
Zone Preamble		Each zone requires a preamble that states the general purpose and intent of the zone
Permeable surfaces & Disconnected Impervious surfaces		Promote use – landscape regulations, general section
Subdivision Design Improvements		Promote efficient grid pattern design, align with topography, design for solar gain, green infrastructure
		Reduce use of cul-de-sacs & one way streets
		Plant street trees to address higher intensity storm events and improve aesthetics
		Review potential for servicing in unserved areas within the city
		Subdivision Entry Features – regulations & implementation methods or prohibit
		Consider smaller lot sizes more based on historic lot sizes, no minimum or maximum lot coverage, no density requirements, support small scale development, (build gradually & incrementally)
		Actively discourage very large buildings & whole block projects as small scale has greater financial benefit
		Include storm water retention requirements & review alternative options such as depressed soccer fields, storm water/silt

Areas of Interest		Potential Mechanism for Implementation
		filtration methods & green infrastructure for implementation
Winter Cities		Add content – we are a winter city – Identify CB related Winter Opportunities
Improve wayfinding		Identify a wayfinding system & ensure sign locations are well placed & legible for the location & primary sign viewer
Flexibility		Retain flexibility in use definitions to accommodate new or previously unconsidered uses
		Provide regulation allowing uses similar to an identified use to be placed in the same use category without amendment
Development Charges for downstream upgrades		Large developments which have impacts to downstream must pay for downstream upgrades required as a result of their development – Policy & Regulations
IMSP Sustainability priority		Current IMSP so integrated Sustainability practices lose importance, highlight sustainability/resilience practices
Health		
Non-sustainable activity reduction		Environmentally Preferable Purchasing Model for City needs
Air Pollution Reduction Policies		Partner for Climate Protection Targets
		City Fleet vehicles alternate fuel?
		Anti-Idling Policies, Regulations & Signage requirements
		Provide Guidelines for drive throughs to reduce the impact in the Downtown, encourage walk-up windows
		Slow vehicles, reduce requirements for commercial parking in Downtown – options for shared parking
Open Space		
Policies and Plan		New policies to replace those for the current Open Space Zone
Open Space Master Plan Map		Coordinate mapping of open space & trails to identify missing links to complete the connectivity

Areas of Interest		Potential Mechanism for Implementation
Community Networks Policies & plan		A subsidiary or combined plan from the Open Space Plan including pedestrian access, outdoor activity networks (i.e. bicycle & cycle touring routes, Corner Brook walking trails), parks & playgrounds policies.
		City Wide Recreation Needs Assessment?
Community Networks Master Plan Map		Map all multimodal routes throughout the city, identify missing links & opportunities
Sustainable Development		
Themes: Exploration of a variety of themes has provided staff with recognition of many guiding principles to choose from for the PLAN. The following mechanisms do not have to be the theme (s) of choice and the consultant may choose to reference a variety of sustainable approaches as guides for an integrated approach to the new Plan. These approaches are those we have reviewed and feel to have merit.		Strong Towns
		Melbourne Principles
		The Natural Step
		Earth Law Centre – Rights of Nature
		UN Harmony with Nature Knowledge Network
		Lean Urbanism
		Smart Growth Policies
		15/20 Minute City
		The Gaia Foundation
		Aging in Place
		C40 Cities Climate Leadership Group
		Congress for the New Urbanism
		Green Infrastructure Ontario Coalition
Storm-surge and flood-risk area Policies		Affordability & Choice Today
		Flood Risk & Riparian Zone Mapping - Update
		Floodable building design and/or protective positioning for all new buildings or alterations to existing buildings in flood plain & fringe - (Smithville)
Storm water Management & Erosion Control		Align with Storm Water Management directives
		Design, Drainage and Landscaping Controls – Storm water retention on site including Site grading plans for residential & commercial uses – develop guidelines, flood & erosion control designs – soil amendment & regulations for vegetation of exposed soil areas

Areas of Interest		Potential Mechanism for Implementation
Storm water filtration		Address storm water filtration prior to outlet into natural systems – review of best practices
Protection of Biodiversity		Wetlands Inventory & Risk Management – review & provide policy
		Municipal Wetland Stewardship Program SAM – increase Protected areas & policy of support
Brownfield/Quarry Sites, Reclamation & Redevelopment		Tax incentive Brownfield redevelopment program
		Documentation of Reclamation completed on known sites & best practices for acquisition of this info
Urban Agriculture Policies & Regulations		Review existing Animal regulations & best practices
		Permit small scale urban/rural agricultural/horticultural operations in RLD & Rural zones including sales
		Define Urban Agriculture & what included
		Include Public access garden plots & private garden production, Interior food production for local use
		Develop Public Farmer's Market, joint use?
		Permit Food Trucks & identify permit needs such as electricity, create Regulations
Communication Towers		
Create regulations for commercial Cell Towers		Regulations dictating placement of new towers
		Source Template FCM – Red Deer
		Are there existing policies that would prohibit cell towers
Public Safety/Pandemic Safety		
Crime Prevention Through Environmental Design (CPTED)		CPTED Audit – add policy to MP
		CPTED Guidelines - Include in DR
		CPTED policy that would require that CPTED principles be utilized for all future subdivision development, new parks and playgrounds and all existing CITY parks, playgrounds and City properties/buildings.

Areas of Interest	Potential Mechanism for Implementation
Barrier Free Design & Enforcement	Create Policy & Regulations
Emergency Preparedness Guidelines	Review existing, update
Review Pandemic Best Practices	Refer to MUN Intern Document & Consider Pandemic Safety Measures & propose useful, implementable solutions
More crosswalks, pedestrian seating, ashtrays & recycling with Garbage	Create policy for downtown to enhance amenities
Review Home occupation restrictions	Recognize more will use so ease restrictions
Legalize neighbourhood Essential services	Neighbourhood-scale commercial such as small grocery stores, pharmacies, hair salons & other neighbourhood-focused businesses
Kick start Entrepreneurs	Permit Pop-up commercial spaces - possibly in vacant storefronts – possible?
More affordable Housing	Legalize accessory dwelling units & duplex conversions
Start growing food	Remove restrictions & allow small scale food production – community gardens, private residences, commercial indoor operations
Public Open Air Rooms	Public reading, classrooms – safe distance fixed seating, Little Libraries – Consider options
Green Initiatives	
Urban Forest Retention, Maintenance and Development Control	Urban Forest Management Plan – create policy
	Tree preservation and planting guidelines
More Strict requirements for retention of green space & % retention in new development	Review & update restrictions and controls to improve retention of green space
	Require Amenity Areas for Multifamily based on area per unit type
	Dedication lands to contribute to green corridors for ecological & wildlife connectivity
Green Roof as Amenity area - incentive	Multi-family, Institutional, Mixed Use, Commercial, Industrial
Invasive species removal	Inventory locations, determine best removal method, public education, create policy & regulations
Residential Rain Barrels, Compost bins	Create Policy, incentives

Areas of Interest		Potential Mechanism for Implementation
Climate Change		
Review targets & next steps		Partners for climate Participation Targets
Review MUN Intern CC Ideas		Which viable? Add any with value
Natural Disaster Resilience		Review viable opportunities & constraints
Coastal Development and Preservation		
Coastal Management Plan		Review current mapping and update as required. Shoreline development control; habitat / shoreline preservation, assessment of sea level rise and associate management
Public Consultation		
Review Best Practices & propose the most appropriate methodology for each instance in this project		e.g. IP2, Project Consideration Manual - Involving Edmonton (An established mechanism for involving the public at various levels)
Branding		Explore how residents see their city. Establish suggestions for Branding
Identify Indigenous consultation best practices		Consider policy guidelines
Land Use		
General Concepts		
Adaptive Re-use		Create policy, discourage demolition
Parking requirement reductions		Review & propose reductions for commercial parking with justification
Age Friendly Design		Accessibility policy & Regulations
Urban Forestry Masterplan, Street Tree Succession Plan		Create policy direction
Landscape Regulations		Create general regulations for major uses that promote planting Native species
Permitted & Discretionary Uses		Consider adding more permitted & discretionary uses to zones – defined uses Ensure every zone has a permitted use
Definitions		Define more uses

Areas of Interest	Potential Mechanism for Implementation
	Create 2 Definition sections – Technical & Use Definitions
Limit Sprawl & Extension of Services	Review existing & Identify any boundary changes with justification
20 Minute City	Living locally & aiming to have most of what is needed for life within a 20-minute walk, cycle, or public transport trip from home
	Local employment, shopping, health & community facilities, education, playgrounds or parks all easily accessible by everyone
	Promote mixed uses to allow corner stores, personal services, etc.
Cannabis Tourism	Create supporting policies
Review & updating	Part 5.4 IMSP – Review “shopping streets” Part 5.5 IMSP - Review need for Smithville Part 5.6 IMSP – Consider feasibility of a Townsite heritage conservation district Part 5.8 IMSP - Review Innovation district – functional intent being met? Part 5.9 IMSP - Review waterfront mixed use zone for viability
	All IMSP & DR Maps & ensure they include all amendments
	Review Bicycle parking requirements, simplify
	Review Loading space requirements, simplify
Crown Land Reserve	Review the continuing need for the Crown Land Reserve placed in 2010 – propose removal after All approvals in place for the 2022 IMSP & DR documents?
Residential	
Mixed Housing types for new development	Consider types & Incorporate Affordable Housing - Policy
Preferred development sequencing	Provide policy
Accommodation of Secondary Suites	Identify existing, legal? Working? Promote alternate forms of housing
Increased Density Promotion?	Density Bonus/ Densification Program - additional options? – downtown focus – promote all forms of infill development
Review potential for new products & provide recommendations with Policy & regulations	i.e. Tiny Homes, Small lot developments, luster, Bare land condo, Single Dwelling Flag Lots, Infill, Live/Work buildings

Areas of Interest		Potential Mechanism for Implementation
<i>Affordable Housing</i> (municipal, not-provincially initiated)		
Mosaic Tier Residential Housing Policy		Review and update or delete
Community Land Trusts?		Review for viability
Review Best Practices for more Affordable Housing		Propose Policy, Regulations
<i>Conservation</i>		
Review Environmental zones		Enough distinction between? Combine?
Consider a green plan		Conservation designation that restricts all development, creating no-build preservation buffers and green networks within the city limits - essentially a green plan. Areas can be changed from open space to no-build conservation areas to create a green plan
Additional Conservation lands		Review to determine additional areas which would benefit from conservation
Natural Asset Management		Consider viability – Gibson, Courtney, Nanaimo, BC & Logy Bay, NL
<i>Culture</i>		
Policies for Public Art and other cultural initiatives?		Review options, recommend & create Policy – e.g. 1% for Art, Adopt a Corner Garden, Downtown Dollars, pet friendly businesses list
Indigenous Collaborations & consultation		Options? Recommended Create Policy
Heritage Inventory		Create Policy & recommendations, implementation process
Recreational Opportunities		Provide policy supporting additional outdoor Recreational opportunities such as community gardens, bonfire nights, games tables, shuffle board, bocce ball, lawn bowling, putting greens, fire pits, outdoor skating rinks, shuffle board, horse shoes, snow slides, labyrinths, a Story Walk, etc.
Cemeteries		IMSP needs policy section, verify all existing locations & ensure zoned
<i>Commercial Development</i>		
Review existing		Functioning? Too many options? What is missing? How to get like businesses together
Façade Improvement/signs		Update programs, consider options

Areas of Interest		Potential Mechanism for Implementation
Incubation Hubs		Artist Studios, Shared Business offices w/ support staff, Entrepreneur Support
		Potential use for vacant buildings (one being proposed)
CRDA [Comprehensive Residential Development Area (s)]		
Review existing and propose options		Review, not functioning well due to limits in regulations. Most current locations not viable
		No permitted uses existing
Highway and Tourist Commercial		
Review current locations & new opportunities		Policy, improve opportunities for non-traditional uses
Shopping Centers		
Future Designation		Review long term viability, Create Redevelopment options policy
		Consider addition of multi-family Residential or additional commercial uses on perimeter of existing sites
Residential / Commercial Mix		
Commercial / Residential mixed use		Identify acceptable types, policy, regulations
Boarder Regulations, Air B n B Regulations, Short term rentals, others?		Need to determine all rental types & create definitions & Regulations
		Tourism market levy?
Waterfront Mixed Use		2 sites, review needed, still viable?
Industrial		
Industrial Landscaping requirements		Create general regulations for landscaping with specifics by use
Policies supporting the development of or conversion to Eco-industrial Systems/Parks		Policies - Red Deer, HRM
Ensure all restrictions are known for Heavy Industrial uses		Note restrictions – no residential, quantity restrictions
Special Development Area		Review needed, still viable?
Rural Zone		
Requests for Hobby Farms, Homesteading sites, Off-grid residential sites, Tiny Home sites and small scale agriculture. Others?		Consider these uses possibly in Rural zone, create regulations & modify Rural zone

Areas of Interest		Potential Mechanism for Implementation
Special Areas to be Assessed		
<i>*A review of all the special areas' policies to ensure conformance with the new PLAN</i>		
Smithville		Review for viability, consider options
Corner Brook Stream		Riparian protection?
Harbour Area		Opportunities for residents to reach water?
Water Supply Areas Existing		Create Drainage Catchment Area conservation protection policies, boundaries & regulations
Watershed Area Mapping		Verify accuracy, update to reflect most current mapping & update boundaries as required, Inform Environment, Climate Change & Municipalities
Former Water Supply Area		Verify that these areas can have designations changed & determine appropriate designations/zones, possibly a temporary holding designation until future direction known?
Business Improvement Areas		Currently no functioning BIA. Can this be revived?
Broadway Development Area & West Street Development Area		Review existing conditions, opportunities for improvement recognizing Broadway as more Entertainment focused & West as a Food/Drink (Restaurant/Bar) focused, treatments should be equal but different, policy & regulations
Blow me down cross country ski park		Continued viability & access maintained, policy, regulations
Industrial Parks		Industrial Guidelines for bringing up to service standards & landscaping
Review of development		Review of development 2012 – 2020, recommendations
		Depot Land Redevelopment
		Wheeler's Road, Wareham's Road, Dawe Place CRDAs - viability
		Gillam's Road
		New Hospital area
Review and recommendations for Planning web pages		Currently not user friendly, possibly reorganize, propose appropriate content and link as required.
Wi-Fi Access in Downtown		Review potential & propose implementation method


Areas of Interest		Potential Mechanism for Implementation
Transportation		
Multi-modal street design		Determine viability of Bicycle use vs cost to implement lanes here.
		Identify gaps for Multi-modal links & infrastructure needs, linkages to the trail system for commuters. Consider off road linkages as preferred
		Review ATV routes, signage & access points/parking areas & capacities, improvements needed? Policies supporting & regulations
		Use smart right turn channels downtown
		'Share the Road' or like Education policy
Transportation Master Plan		Review of Road Hierarchy and Networks Policies
		Distinguish between residential, commercial & industrial collectors
		Possible new x-sections with increased sidewalk widths for downtown
Traffic Impact Analysis		Policy & regulations requiring Traffic Impact Analysis for grocery stores, building supply dealerships, department stores, shopping malls & catering
Public Transit Improvements		The City is currently working with a Transit Consultant so all relevant findings are to be considered & incorporated as required
		Evening transit needed for student's & essential workers
		Research Alternative methods, such as On Demand, Car share, Bike share, combined fixed & on demand systems, etc., review viability & propose implementation process
		Propose Bike racks on busses
		Ask the Federal Government to give permanent funding to Transit Agencies policy
Planning Guides		
Develop NL Planning Process Guides – internal and external		Planning and Development Handbook - e.g. Strathcona, Mississauga
Staging Program for Development		Promote phasing development, policy

Areas of Interest		Potential Mechanism for Implementation
Develop/revise as needed Guidelines/Policies/ regulations for:		Shadow Studies
		Wind Studies
		Riparian Protection & Vegetation Cover
		Adaptive reuse of Buildings
		Residential Recreational Amenities
		Wildfire Guidelines
		Solar Heating & Wind Turbine Energy Guidelines
		Constructed wetlands Guidelines
		Vegetation cover Guidelines
		Traffic Impact Analysis
		Open Space Viewscape Guidelines
		Green Roof Regulations
Development Regulations changes		A thorough review of all Development Regulations will need to be undertaken
		Align, add & update Regulations with changes to Zones, new & existing, new concepts & directions
		Recommendations from users have been compiled along with typos, missing definitions, incomplete sentences & inaccuracies
		General Sign section instead of repeating in each zone
		Definition section for technical terms & another for use definitions. Defined Words to be bold & capital 1 st letter of word, both documents
		Review options & propose or update policy & regulations – shared parking between adjacent uses, steep driveway options, tandem parking uses, visitor parking, parking lot landscaping, standard parking space, reduced aisle & driveway provisions
Inventories: Mapping (M) / Documentation (D)		
All non-conforming uses in all zones		M, D
Hazardous & Limited Development Areas		M, D
Vacant Lands		M, D
Vacant/unused Buildings		M, D

Areas of Interest	Potential Mechanism for Implementation
Dilapidated buildings	M, D
Existing Cemetery locations	M, D
Crown Lands	M, D
Mineral Aggregate Locations, Permits, Licenses & Activity level	M, D
Identify Riparian Areas needing regeneration & Protection in the downtown	M, D
20 Minute Neighbourhoods, existing available amenities & missing amenities Food Asset Mapping	M, D
Map all trails & create handout for distribution	M, D

APPENDIX B – PROJECT REFERENCE AND PERSONNEL REFERENCE TEMPLATES

PROJECT REFERENCE FORM**Project Location***Insert location here***Client***Name of client***Client Reference***Reference name**Reference contact info***Project Type***Insert project type***Services***Services proponent was responsible for providing***Duration***Start Date: date**End Date: date***Approved Funding***Total Approved Funding***Final Project Cost***Total Final Cost***Key Proponent Roles***The role the awarded proponent will play throughout duration of project***Key Project Staff Role***Include all significant persons involved and what their role was in reference project, and how it relates to proposed project***Project Description***Insert project description/scope of work here***Role of Proponent***Describe the role the awarded proponent played throughout the life of the project***Challenges***Describe the challenges involved with the project and give a detailed description of how they were overcome***Climate Change Resilience Measures Incorporated***Describe how climate change resilience measures were incorporated in to the project, or provide a rationale for why they were not. If there were no climate change resilience measures included in the reference project, outline how they may be considered in retrospect.*

KEY PERSONNEL FORM


Insert photo if applicable

Name*Insert name here***Title***Title and Professional designation(s)***Experience***Detail years of experience relevant to the project***Contact***Provide contact information for personnel***Role for Proposed Project***Insert description of the involvement and role that this person will play throughout the life of the proposed project***Reference Project Role***Describe the primary role/level of involvement/main responsibilities of the individual throughout the life of the reference projects (where applicable), detailing the level of experience gained and how this relates to their proposed project position***Reference Project 1:***Name of Project, year completed and role of Personnel***Reference Project 2:***Name of Project, year completed and role of Personnel***Reference Project 3:***Name of Project, year completed and role of Personnel*

APPENDIX C – REQUEST FOR PROPOSALS PROPONENT DEBRIEF

City of Corner Brook Request for Proposals Proponent Debrief

Town Name: Indicate name of city/town/client

Project Title: Indicate the project number used to identify the project

Project Award Date: Indicate the date the contract was awarded

Debrief Request Deadline: Debrief deadline is 10 days after the award date. See notes below.

Purpose

The purpose of this document is to proactively provide debrief information to proponents responding to an issued request for proposals.

Timelines

Debrief requests from unsuccessful suppliers must be made within 10 business days of project award. Debriefs must be made within 10 business days after the request was received.

Debrief Objectives

The objectives of the proponent's debriefing are:

1. To provide a proponent with an opportunity to receive feedback on their submission;
2. To provide assurance that their submission was treated fairly;
3. To maintain a fair, ethical and transparent process;
4. To demonstrate the proponent's proposal was evaluated in accordance with the evaluation process and criteria; and
5. To better prepare the proponent for future opportunities.

Debrief Parameters:

Proponents must understand that the debrief process operates under a set of parameters.

A debrief:

1. is not an opportunity to repair a bid;
2. will not be a discussion of, nor shall disclose information regarding another proponent's bid, except that the name and bid price of the preferred proponent may be disclosed in a debriefing;
3. is not a challenge to the procurement process (if a proponent is dissatisfied with the outcome of an open call for bids process after the debriefing has taken place, the next step is to file a supplier complaint); and
4. is not an adversarial or legal process.

Information Provided in a Debrief:

The following information is provided in the debrief and is outlined in the following pages;

1. The supplier's evaluation score and supplier's evaluation ranking (i.e. 3rd out of 5);
2. The strengths and weaknesses of the supplier's submission relative to the evaluation criteria;
3. Areas where the terms, conditions or specifications were not met; and
4. Suggestions on how to improve future submissions;

Proponent Name: *Name*
Debrief Request Date: *Date debrief was requested – this must be within the timeframe on page 1.*
Proponent Total Score: *Indicate ONLY the Total Final Score for THIS proponent.*
Proponent Rank: *# THIS Proponent Rank out of # Total Proponents*
Selected Proponent: *Indicate the name of the proponent with whom a contract was signed.*
Successful Bid: *Indicate the total value of the successful bid that was submitted*

RFP Review Comments

Evaluation Criteria	Strengths	Weaknesses
Project Approach (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Delivery Schedule (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Reference Projects (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>
Organizational Chart (Section Score / Section Total Points)	<i>Outline, in point form, any noteworthy strengths that are pertinent and appropriate for each overall evaluation criteria category.</i>	<i>Outline, in point form, any noteworthy weaknesses that are pertinent and appropriate for each overall evaluation criteria category.</i>

RFP Terms and Conditions Not Met:

Outline any terms and conditions not met in the proposal. For example, if the proponent didn't meet the minimum cost score for opening the cost of service file, or if the proponent submission was rejected for a submission criteria non-compliance.

Suggestions for Improvement:

Outline any overall suggestions for improvement. For example, if there is something that the proponent can do to improve their submission next time.

Additional Notes:

Outline any additional notes that are pertinent and appropriate.

Debrief Notes Completed By: *Insert name and date.*

Technical Proposal

City of Corner Brook Integrated Municipal Sustainability Plan + Development Regulations



Prepared for The City of Corner Brook, NL.
Prepared by UPLAND Planning and Design Inc.
63 King Street, Dartmouth, NS
01.29.2021

UPLAND

Proposal Contact:
Ian Watson, Senior Planner
UPLAND Planning and Design Inc.
+1 (902) 423 0649



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Prepared for:

Cover Letter

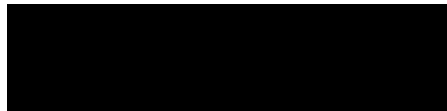
City of Corner Brook
5 Park Street
P. O. Box 1080
Corner Brook, NL A2H 6E1

UPLAND Planning + Design, in collaboration with **Harbourside Engineering Group**, are pleased to submit our response to the Request for Proposals for the Corner Brook Integrated Municipal Sustainability Plan and Development Regulations (RFP #2020-34) and knowledge Addenda #1, issued by the City on January 19, 2021. Our proposal demonstrates how we can provide the City, residents, businesses, and community groups with a new Integrated Municipal Sustainability Plan and Development Regulations that meet the needs of the community, consider and promote sustainability, are clear and easy to understand, and will reliably guide development in Corner Brook for years to come.

Our team has the right skills, expertise, passion, and understanding to ensure the new Integrated Municipal Sustainability Plan and Development Regulations exceed the expectations of all stakeholders. UPLAND Planning and Design has grown to become the largest land use planning firm in Atlantic Canada and our team members have significant experience working to deliver innovative planning documents across the region. We have built our successful practice by developing meaningful relationships with client organizations of all sizes, and by collaborating with them to develop plans and bylaws tailored to the unique needs of each community in which we have been fortunate to work.

UPLAND has experience working within the specific context of communities balancing economic development, sustainability, and the need to preserve the community as a livable home for residents. UPLAND has recently completed a ground-breaking Comprehensive Plan for the Town of Lunenburg, including the UNESCO-designated Old Town Lunenburg World Heritage Site. The Plan, which centres on ensuring the long-term sustainability of the town, was adopted in November of 2020 and we are now working to translate that document into an effective Land Use Bylaw. In addition to this project, our planning expertise has enabled us to work with communities of all sizes across Atlantic Canada including Twillingate, NL; Conception Bay South, NL; Port Aux Basque, NL; Queens, NS; Mahone Bay, NS; Victoria, PEI; Resort Municipality, PEI; and many others.

With equal importance, UPLAND as project managers have the corporate experience and track record to manage multi-disciplinary teams and deliver innovative and engaging plans on time and on budget. We are truly excited for the opportunity to work with City of Corner Brook and look forward to your response to our proposal.



Ian Watson, MCIP
(UPLAND - Senior Planner)



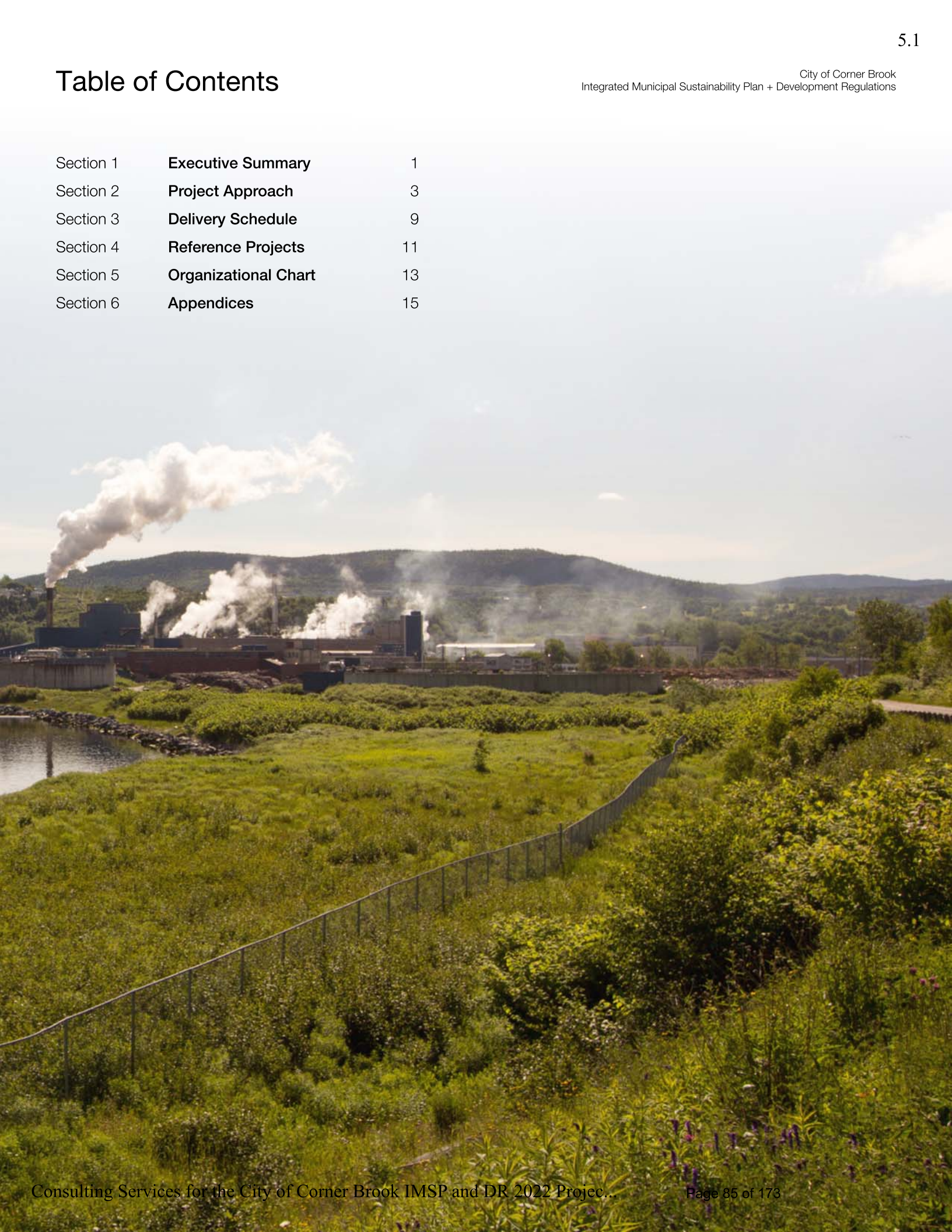
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Photo Credit

UPLAND Planning and Design, in partnership with Harbourside Engineering Group, are excited by the opportunity to review and update Corner Brook's Integrated Municipal Sustainability Plan and Development Regulations as the City continues to emphasize the sustainable growth and development of Corner Brook. UPLAND has specialization in land use planning policy and regulation and comprehensive planning. We work across the urban and rural spectrum, and bring value by involving citizens and stakeholders from all walks of life in participatory decision-making. Our partner, Harbourside Engineering Group, provides leadership and guidance in the design, project management and construction implementation of civil infrastructure projects.

Our team brings the full spectrum of required experience, knowledge, and technical skills for this project. This includes defined roles for delivering:

- + project management and administration
- + consultation process design and facilitation
- + research, analysis and report writing
- + land use and sustainability planning
- + civil engineering
- + spatial analysis and visual communication

Our proposal outlines the methods, our four-phase work plan, and schedule that we will follow to deliver this assignment. The four phases of our work plan are:

Phase 1 - Discovery + Analysis

This Phase will focus on project mobilization and information collection and analysis. The Phase will begin with a meeting with the City. It will also include our team's efforts to collect and analyze relevant information, and will culminate in a concise report that will guide the development of the IMSP and Development Regulations.

Phase 2 - Public Consultation

During the Public Consultation Phase, our team and the City will first collaboratively design the public consultation program before setting the plan in action. Our team will conduct a series of online engagements to gather information from stakeholders and residents with regard to land use, development, and sustainability in Corner Brook. This Phase will conclude with a 'What We Heard Report', consolidating and summarizing our findings from the engagement, and Vision for the new Plan.

Phase 3 - Document Drafting

During this Phase, our team will take what we learned through Phase 1 and Phase 2 to develop a draft IMSP and Development Regulations. Our team will propose policies and regulations that will enhance the City's overall sustainability efforts. Throughout all this work, we will work with the City's GIS team to ensure new mapping is integrated into the City's system. The draft Plan will include implementation strategies for the recommended policies. A draft IMSP will be submitted and presented to the City at the end of this Phase, and will be followed by a series of stakeholder and public engagements to receive feedback on the draft Plan.

Phase 4 - Plan Adoption

The final Phase is where we will refine and finalize the content of the IMSP and Development Regulations before making a final submission to the City. In this phase our team will also help the City complete the Green Municipal Fund Grant. The final Plan will include capital infrastructure costing. Our senior management team will present the final Plan to the City's project team.



Work Plan

Phase 1: Discovery + Analysis

This initial project phase consists of mobilization and technical information gathering. The objectives of this phase are to coordinate the project start-up logistics and to develop an in-depth understanding of the community including all of its physical, social, demographic, infrastructure, economic and environmental assets.

Task 1.1 Start Up Call

Upon award of the contract, we will have an initial start up call or video conference with the City. This is an opportunity for our team to develop a better understanding of the issues and objectives for the project, confirm the proposed work plan and deliverables, and establish lines of communication as well as areas of responsibility between our team and the City. We will discuss and confirm the schedule that will guide the project to ensure that it is finished on time.

Task 1.2 Project Brand and Website

We will develop a project brand that will consist of a logo and theme for the project. The brand will become part of the project identity—the graphic identity of the project that contributes to project awareness and overall community excitement. We will also create a user-friendly website that will function as the main portal for the project. Through the website, our team will share materials, host surveys, provide information about upcoming events, post project updates, and distribute draft and final master planning documents for feedback.

Task 1.3 Data Collection + Background Review

A good source of data is crucial to developing informed policies and development regulations. The Integrated Municipal Sustainability Plan (IMSP) must be founded in an understanding of population trends, land availability, and servicing. We will collect, collate, and analyze data from a variety of sources including data from Statistics Canada, the Canada Mortgage and Housing Corporation, and the City's permitting and servicing records. The documents we will review, will include, but are not limited to:

- + the 2012 IMSP and Development Regulations;
- + City of Corner Brook Subdivision Design Procedures and Municipal Engineering Standards; and
- + the interdepartmental land use committee project evaluation from various departments of the Province of Newfoundland and Labrador.

Task 1.4 Site Visit

We will visit Corner Brook to explore the community, take photographs, and make notes about current land uses. If public health regulations allow, we would ideally conduct this site visit accompanied by a municipal representative who could describe community assets and challenges. However, depending on inter-provincial restrictions, this trip may need to be deferred to later in the project.

Task 1.5 Analysis Report and Edits

A thorough understanding of the current conditions in Corner Brook is necessary to both inform conversations during public consultation, and to solidify our knowledge of the issues facing the City. We will develop a simple, but informative, "Planning Analysis" to cover the topics of the Environment, Infrastructure, Land Use, Housing, the Economy, and more. The Planning Analysis will help to answer questions such as:

- + How are population characteristics changing?
- + Is growth occurring in certain areas versus others? What is the expected population for the next 10 years, and the associated developable land needs?
- + What are the housing needs of the community?
- + What commercial or industrial opportunities exist? What are the City's core industries?
- + Are there any environmentally significant areas or challenges that need to be considered?
- + What servicing capacity issues exist in Corner Brook? How sustainable is the existing infrastructure?
- + How do most people move within and throughout Corner Brook?

We will submit the Report to the City for a round of edits before posting the document to the project website.

Phase 2: Public Consultation	The formulation of a community vision—and subsequent IMSP—will depend on a successfully established dialogue between the public, stakeholders and the project team. An effective approach to external communication is therefore key. Our contribution to external communications through plain-language written content, intuitive visualizations, and online engagement tools will be most visible during the consultation phase of this project.
Task 2.1 Engagement Strategy	<p>UPLAND will lead the engagement for this project and we have provided for engagement activities throughout this work plan. However, the approach to engagement should be supported by the City's project team, who are experts in their community. The major elements of this strategy will be co-designed with the City, and we will collect input through two, one-hour, video calls and an online asset mapping exercise. The resulting deliverable will be an Engagement Strategy document and revised schedule. Elements addressed in this strategy will include:</p> <ul style="list-style-type: none"> + Purpose and roles + Assets and target audiences + Stakeholder list + Key messages + Preferred method of engagement + Public health considerations + Scheduling flexibility + Communications avenues
Task 2.2 Project Launch	To start the project off and to build awareness, our team will draft digital and press release content to be released by the City. The content will point community members and stakeholders to the project website so they can familiarize themselves with the project and sign up for updates. Our team will also host one, two-hour, online 'open house' where the public can learn about the project and ask questions of our team. The meeting will be recorded and posted on the project website for those who cannot attend at the time of the meeting.
Task 2.3 Online Engagement	We will create an online survey to enable wide input into the project. We will also deploy UPLAND's online mapping tool, "Social Pinpoint". This easy-to-use tool allows people to leave geo-referenced (map-based) comments and to read comments left by other participants. Visit https://upland.mysocialpinpoint.ca/project-lunenburg#/ to see UPLAND's use of Social Pinpoint. We will also make paper copies of the survey available upon request, and will accommodate phone-in surveys. We have budgeted for data entry for up to 20 paper surveys and up to 5 phone-in surveys.
Task 2.4 Stakeholder Engagement	Working with the City, we will identify key stakeholders and then reach out to them by phone to discuss their plans for the future, and ways in which the new IMSP can help support them. Stakeholders may include major employers, environmental organizations, developers, and other such groups or people. We have included consideration for ten stakeholders in our budget. Additionally, our team will conduct five inclusion workshops, focus groups or interviews with Black and Indigenous community members, newcomers, renters, international students, young families, people with disabilities, youth under 30 years of age, or other often-excluded groups, to ensure a wide range of perspectives are heard.
Task 2.5 Staff and Council Engagement	We will hold three, two-hour, focus groups with municipal staff to gather information about issues, opportunities, and challenges in the City, especially related to the staff member's respective department. We will also hold one, half-day, online workshop with City Council to discuss opportunities and challenges within Corner Brook, and also discuss the direction for the Vision.
Task 2.6 Community Vision	Based on the results of stakeholder, public, and staff engagement, as well as Staff and Council input, we will prepare a community vision that will inform the rest of the IMSP and Development Regulations. The vision will be presented to the Client during an online meeting.
Task 2.7 What We Heard Report	We will summarize the results of the community consultation to ensure that all participants of this process are on the same page with regard to needs, ambitions and plans of the community. The 'What we heard Report' will be submitted to the City in PDF format for review before posting the document to the project website.

Phase 3:**Document Drafting**

During this phase, our team will work in conjunction with City staff to prepare the draft planning documents. The result will be a clear, well-founded and defensible plan that meets the needs of the City in a creative manner. Our team is able to bring extensive experience working and developing land use plans, comprehensive plans, accessibility plans, active transportation plans, and urban design projects, in addition to our technical skills that afford us the ability to convey our recommendations in well-designed and easy-to-understand ways.

Task 3.1**Best Practice
Recommendations
Paper and Engagement**

Following the research of Phase 1 and consultation in Phase 2, our team will prepare a 'Best Practice' Paper that will include a series of proposed policy directions for the new IMSP. The review will include an analysis of policy and regulatory approaches from across Canada, and internationally, that could be implemented in Corner Brook, including on climate change and pandemic safety. The Paper will be submitted to the City as a PDF, and our team will present the document and its recommendations remotely.

Following our presentation to the City, we will host one, two-hour, online 'open house' presentation to present the findings of the Best Practice Paper. The Paper will be accompanied by an online survey to gauge public support for the recommendations within the document.

Task 3.2**Draft IMSP**

The IMSP must be understandable and practical from a planning, legal, and administrative point of view. Policies must be clear and defensible, and strike the right balance between being too general and being too specific in order to allow for the right amount of flexibility and to reduce the need for future amendments.

We will develop policies that:

- + provide an adequate supply of **developable land** over the time horizon of the Plan;
- + respond to **environmental challenges** by preparing for and adapting to the projected impacts of climate change, including sea level rise;
- + address **emerging technology** trends such as solar-electric development and electric vehicle charging stations;
- + address **housing** needs and available options for an aging population;
- + provide for **active transportation** infrastructure and recreational lands to support the health and wellness of residents and explore ways to promote physical and mental health;
- + support ongoing **economic development** initiatives;
- + support efficient and sustainable use of **municipal services**;
- + address any other concerns, issues or opportunities that were highlighted during the engagement events;
- + have regard to all dimensions of **land use planning** including recreation, transportation, agriculture, residential and commercial developments; and
- + provide **direction** to municipal departments for the implementation of the Plan.

Task 3.3**Draft Development
Regulations**

We will draft the new Development Regulations document with the following principles in mind:

- + General housekeeping to reduce the need for future amendments.
- + Aligning regulations with operational procedures and terminologies where necessary.
- + Create regulations that have a strong rationale and can be directly tied to the intent and policies of the Plan.
- + Remove unnecessary frustrations for residents, Council, staff, and the development community by eliminating overly stringent regulations that do not contribute positively to community development and are causing more problems than solutions.
- + Devise a document that is simple enough so that it can be understood by both planners and non-planners.
- + Simplify the document by summarizing text descriptions of standards into tables.
- + Use plain language throughout the document, avoid legal and planning jargon, and seek to write regulations that are both easy to understand and enforce.
- + Provide, whenever possible, simple, effective graphics that will help illustrate regulations.

**Task 3.4
Prepare Draft Mapping**

While developing the draft IMSP and Development Regulations, we will create a draft Future Land Use Map and Land Use Zoning Map. They will:

- + ensure legibility and ease-of-use;
- + be created at an appropriate scale;
- + be prepared using ArcGIS software and will be provided in PDF format;
- + be provided as newly created shapefiles and data sources that will be compatible with the city's and province's GIS systems.

We will also create any additional maps that may be needed to help with the implementation of certain policies or initiatives, such as coastal management areas.

Our team will work with the City's GIS and mapping team to ensure the maps and data for the IMSP and Development Regulations work with the City's mapping services.

**Task 3.5
Draft Plan Presentation
and Engagement**

It is important that Council and the public gets an opportunity to provide feedback on the draft documents. We will submit the draft documents to the City as a PDF document and then present the drafts to Council and City Staff during one, half-day, online workshop. Council and Staff will have time to review the document and provide our team feedback regarding any suggested changes.

Our team will make an necessary changes to the draft documents before presenting the documents to the public by means of one, two-hour, online 'open house' meeting. The meeting will be recorded and posted on the website for anyone who cannot attend. The Draft Plan Consultation will:

- + Inform about the content of the documents;
- + Help understand how the proposed documents could affect the public;
- + Gather feedback on the perceived effectiveness and appropriateness of proposed policies and regulations

An online feedback form, or questionnaire, will be made available following the open houses to gauge public feedback on the draft documents. The drafts will be made available on the project webpage.

On-Going Risk Management

Risk management begins at the outset of any project with a clear understanding of project assumptions, complete background information, as well as defined roles and scope of work. It also means a realistic project schedule and effective review and administration throughout the process. We will assess and mitigate risks with the City throughout the process, and have identified two potential risks at the outset:

1. Divergence among stakeholders is a moderate risk that would challenge consensus on recommendations. This could occur at any time in the project and can be mitigated by adhering to a transparent and agreed-upon consultation process, and by maintaining ongoing communication.
2. Lack of interest among the public is a moderate risk that would limit the quantity and quality of community input. This risk is greatest at the phase leading up to and during the community engagement phase and can be mitigated with careful promotion, using a variety of channels, well in advance of any meetings or launches of engagement tools.

Phase 4:
Plan Adoption

Based on input and feedback from the public, Staff, and Council, our team will proceed to put the finishing touches on the planning documents, including the development of a capital phasing plan, and take them through the formal adoption process.

Task 4.1
Prepare Final Planning
and Documents

Once all feedback has been received, we will make any necessary revisions to the IMSP and Development Regulations and maps and prepare them for adoption by Council.

Task 4.2
Prepare Capital
Phasing Plan

Harbourside will work collaboratively with UPLAND and the City to identify and re-prioritize the City's capital works priorities and sustainable strategies. Harbourside will also review the City of Corner Brook Subdivision Design Procedures and Municipal Engineering Standards to ensure conformance with the new plan(s).

Task 4.3
Prepare and Submit
Grant

Our team will assist the City prepare and submit the Green Municipal Fund, Grants for Sustainable Community Plans. Our team has extensive grant-writing experience, having secured over \$175,00 for a single non-profit in Nova Scotia between 2018 and 2020. Depending on the City's needs, this Task can also be moved to another phase in the project.

Task 4.4
Formal Adoption
Process

We will submit the Final Draft Planning Documents to the Province for Section 15 review and then— following any edits as required—to the City for adoption by Council. Following the adoption, we will await results of the Commissioner's Hearing. If required, we will make any of the edits suggested in the Commissioner's Report to allow for Council approval.

Task 4.5
Project Wrap Up

We will package all project materials and submit them to the City following Council's approval of the documents. This includes any GIS data developed as part of the project, as well as Word and PDF versions of all project documents. We will also include high-resolution versions of any photographs that were used in project materials.

Value added: If desired by the City we will also produce application forms (as fillable PDFs) and procedural flow charts that can be shared with members of the public to guide them through the development application process.

On-Going Project Management and Quality Assurance

A transparent and responsive project management approach is necessary to ensure the timely completion of the IMSP project, and to proactively identify any challenges or risks to the project budget. In addition to regular communications as a byproduct of the work plan, UPLAND is committed to regular client/project management through monthly progress reports that detail work completed that period, priorities for the coming months, any risks or challenges, and expected dates / timelines for the completion of tasks.

UPLAND utilizes strict quality assurance processes to ensure our team provides the highest quality services to our clients and their communities. Quality assurance extends beyond the detection of mistakes and inaccuracies, but it includes practices, systems, and structures that prevent mistakes and inaccuracies from being made in the first place. Through UPLAND's workplan development, internal and external communications, and professional commitments, our team is able to deliver innovative and balanced plans and strategies that meet the highest standards in the field of land use planning.



Photo Credit

Schedule

Section 3
Delivery Schedule

City of Corner Brook
Integrated Municipal Sustainability Plan + Development Regulations

Our proposed work plan is summarized in the timeline chart below. Our team can reach the completion of final draft documents within this project in eleven months – assuming a start-up meeting the first week of March 2021, the final draft documents will be completed by the end of January, 2022. Our proposed schedule below illustrates our planned timeline for the project, with a one-year overall project completion timeline. However, it must be noted that Section 15 review by Government is currently backlogged and may delay final adoption of the documents in a manner that is beyond our control.

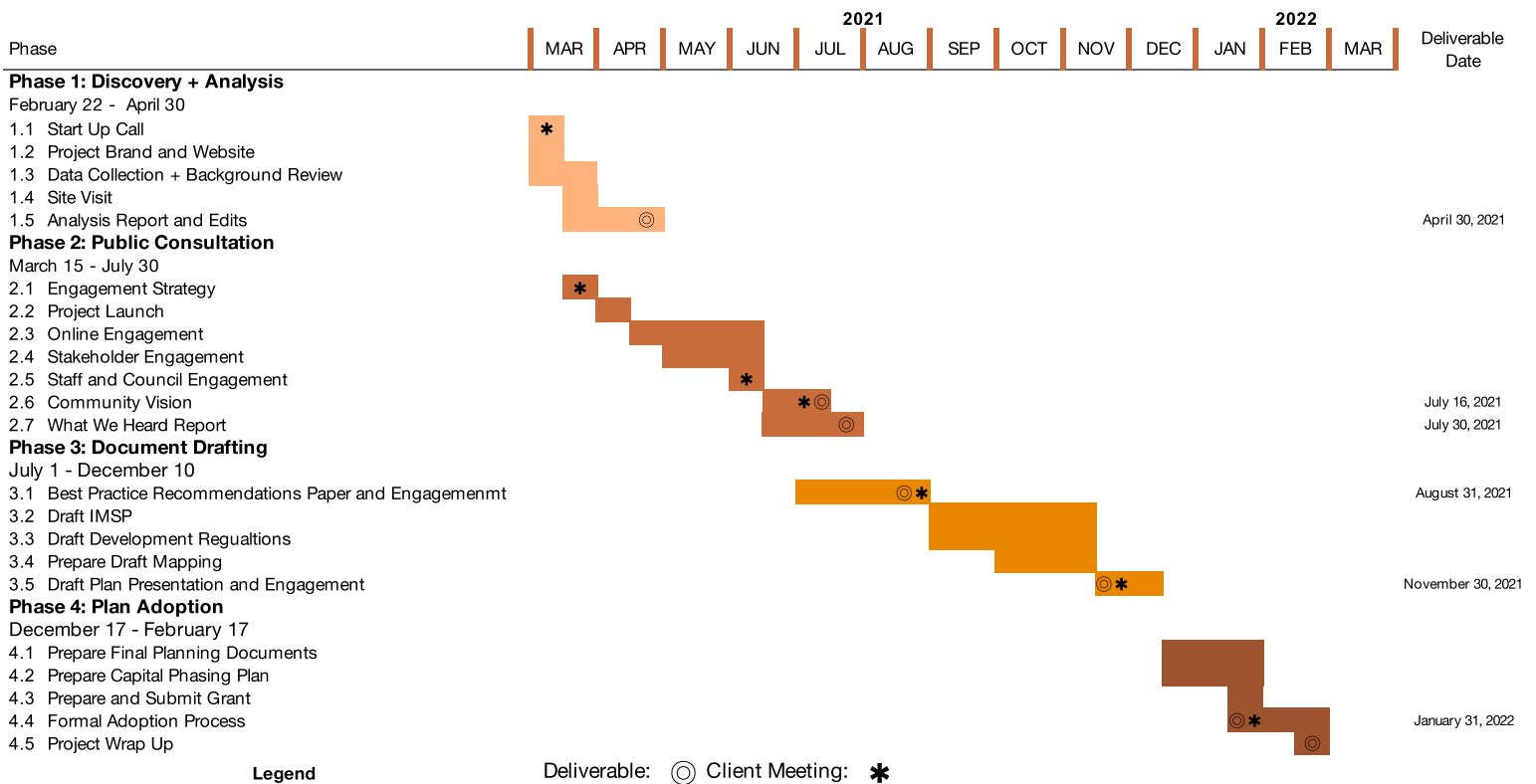





Photo Credit

Our team has developed a track record of providing innovative and holistic planning projects with realistic and attainable implementation strategies.

Since its inception, UPLAND has developed considerable experience in comprehensive planning projects across Atlantic Canada. The graphic below highlights some of the plan reviews, secondary plans, and zoning bylaws we have completed or are currently working on.

Please find, in **Appendix A**, the reference project sheets for Project Lunenburg, Twillingate Official Plan Review, and the Cumberland Plan Review. **Project Lunenburg** demonstrates our ability to balance the complex needs of stakeholders and residents to sustainably plan a nationally-significant community. **Twillingate** demonstrates our ability to plan in the Newfoundland context, while focusing on tailoring the plan to the limited administrative resources of the community. And finally, **Cumberland** demonstrates our expertise with developing land use planning policy and regulations for larger municipalities with populations similar to Corner Brook.

Recent Comprehensive Planning Projects Atlantic Canada

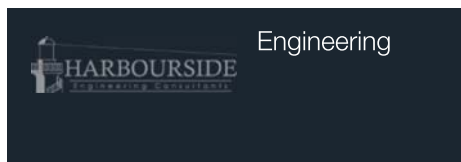
 Completed Project
 Ongoing Project





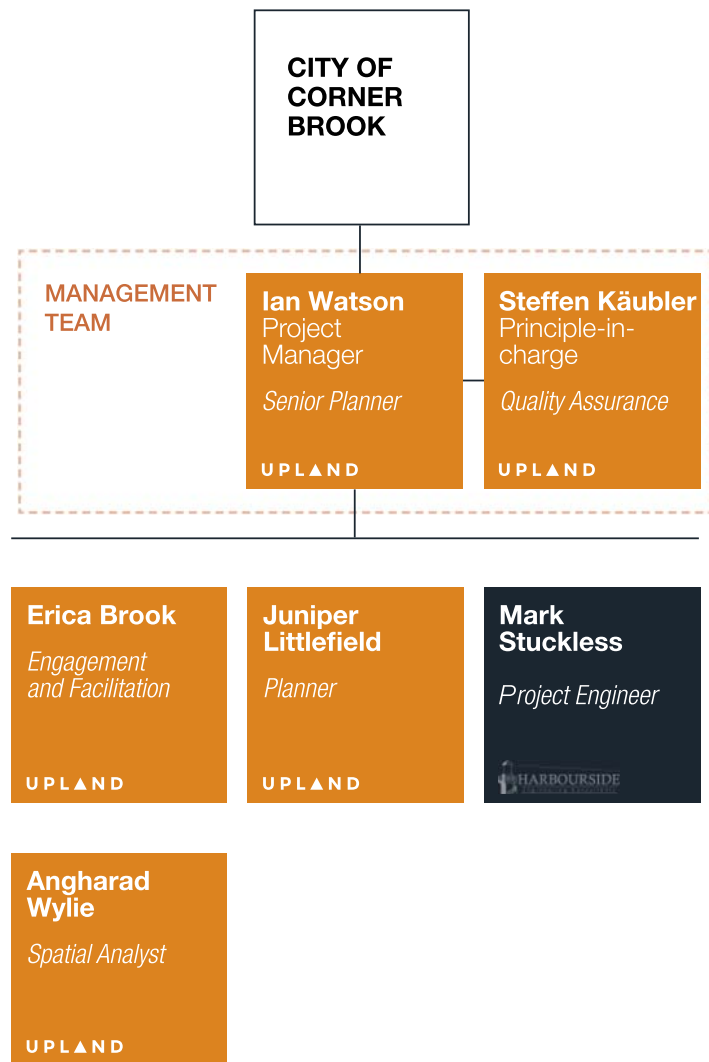
Our Team

We have assembled a well-rounded team of land use planning and engineering specialists that have the diverse skill sets to successfully develop a new Integrated Municipal Sustainability Plan and Development Regulations.



For a multi-disciplinary project such as this, it is important to maintain an efficient and straight-forward organizational structure. Recognizing this, we have identified a management team that includes key members from the project team to specifically address the major project deliverables. The management team's responsibility is to maintain efficient lines of communication between the project team as a whole and the City of Corner Brook. They are also responsible for decision making, scheduling and resourcing, and conflict resolution - should the need arise. With that being said, we have appointed **Ian Watson**, a Senior Planner at UPLAND, as Project Manager.

The graphic below is an organizational chart that details the proposed project team structure and identifies members of the team. "Key Personnel" forms for each team member listed below can be found in **Appendix B**.



Appendix A
Appendix B

Reference Projects
Key Personnel



UPLAND

“PROJECT LUNENBURG” COMPREHENSIVE COMMUNITY PLAN

Project Location

Town of Lunenburg, NS

Client

Town of Lunenburg

Client Reference

Dawn M. Sutherland, MCIP, LPP
Manager of Planning and Development
Town of Lunenburg
dsutherland@explorelunenburg.ca
902-634-4410, ext 255

Services

Comprehensive Planning, Community
Engagement, Planning Policy, Land Use
Regulations

Duration

Start Date: January 2019
End Date: November 2020

Approved Funding

\$175,000

Final Project Cost

\$175,000

Key Proponent Roles

- + Background research and analysis
- + Engagement planning and implementation
- + Land use policy development
- + Project management
- + Graphic and urban design

Key Project Staff Roles

- + **Steffen Käubler, the Project Manager**, led UPLAND's team during this project, and reviewed all documents before submission. He will assume a similar role for the proposed project.
- + **Erica Brook, our Engagement Specialist**, was responsible for designing and implementing all engagement activities for the Comprehensive Plan. Her role will coincide with the proposed project.
- + **Juniper Littlefield, a Planner**, Juniper was also involved in all phases of the project and will take on a similar role for Corner Brook's project.
- + **Angharad Wylie, a GIS Specialist**, led all spatial analysis and mapping for Project Lunenburg, a role she will take for Corner Brook.

Project Description

Project Lunenburg was a process for creating a Comprehensive Community Plan (CCP) for the Town. Council and the community took a more holistic look at the future of Lunenburg so that decisions about parks and public spaces, utility investments, arts programming, public buildings, streetscaping, sustainability, transportation infrastructure, the environment, architectural design, collaboration, and land use all support a shared vision and goals for the future. The CCP represented a collection of policy statements and recommendations that will guide all aspects of the community, including sustainable development, environmental protection, heritage preservation for the next 40 years. Following the completion of the CCP, UPLAND is now embarking on the review and update of the Town's Municipal Planning Strategy and Land Use By-law.

Role of Proponent

UPLAND was hired by the Town and led the development of the CCP to address the issues of today and tomorrow in Lunenburg. UPLAND produced a series of ten background 'Discussion Papers' on topics including the environment, the economy, and recreation, and presented each background paper to the community. Each Discussion Paper was released to the public and presented at an open house. Each Discussion Paper was accompanied by a 'What We Heard Report', which summarized the feedback our team received on each topic covered by the Discussion Papers.

Following the background research and engagement phase, UPLAND developed the CCP. The CCP was comprised of over 200 policy statements and recommendations for the Town to pursue over the next 40 years. The CCP draft was presented to the community in April 2020, and, following the incorporation of edits, was adopted by Council in November 2020.

Challenges

The significance of Lunenburg and the UNESCO Heritage District within the town often resulted in competing interests, creating significant challenges throughout the project. To address these competing interests, our team designed and implemented a significant engagement plan, and worked closely with all stakeholders and partners to ensure recommendations of the CCP struck a balance.

Before the release of the draft CCP, the engagement plan was disrupted by the COVID-19 pandemic. UPLAND quickly shifted all in-person engagement to an online setting. Our team used a series of online public meetings, take-home kits, and produced a series of short, engaging, videos that described the content of the CCP to the community. Our team also leveraged our expertise using online surveys and 'Social Pinpoint', an online mapping tool, to obtain feedback from the public.

Climate Challenge Resilience Measures Incorporated

Sustainability and climate change were key components of the CCP. One of the ten 'discussion' papers that our team developed was on the topic of Environment and Sustainability. This paper explored existing and future environmental conditions in Lunenburg, including how sea level rise and climate change will impact the town. Within the paper, potential mitigation and adaptation strategies to climate change were presented. This discussion paper was presented to the public, including the use of a 3D model of the town where residents could 'geo-vote' for their preferred sea level rise adaptation strategies.

Within the CCP, our team included policies that recommended enabling greater solar and wind uptake, financial tools and partnerships that promote energy efficiency in homes, and sea level rise adaptation strategies to ensure the long-term viability of Lunenburg, among many others that promote climate change resilience.

UPLAND

“PLAN CUMBERLAND” MUNICIPAL PLAN**Project Location**

Cumberland County, NS

Client

Municipality of the County of Cumberland

Client Reference

Nelson Bezanson
Municipal Planner
1395 Blair Lake Road
nbezanson@cumberlandns.ca
(902) 667-3304

Services

Municipal Policy Planning, By-law Development, Public Consultation

Duration

Start Date: September 2016
End Date: April 2018

Approved Funding

\$167,000

Final Project Cost

\$167,000

Key Proponent Roles

- + Background research and analysis
- + Engagement planning and implementation
- + Land use policy and regulations development
- + Project management

Key Project Staff Roles

- + **Ian Watson**, our **Senior Planner**, was involved in all aspects of the project. He directly assisted with analysis, consultation, mapping, and the creation of policies and regulations. He will manage these activities for the proposed project.
- + **Steffen Käubler**, **Planner and Partner at UPLAND**, was responsible for quality assurance, and will assume a similar role for the proposed project.
- + **Erica Brook**, our **Engagement Specialist**, led the engagement process, including facilitation, implementation and reporting. Her role will be similar for the proposed project.
- + **Angharad Wylie**, our **GIS Specialist**, led the spatial analysis and data management for this project. She will assume a similar role for the proposed project.

Project Description

The Municipality of Cumberland is the second-largest municipality in Nova Scotia. Its large land base and extensive marine coastline encompass a wide variety of landscapes and their associated planning issues. Agriculture, forestry, sea level rise, floodplains, cottage development, urban and rural communities, renewable energy, tourism, ageing populations, cultural landscapes, and many more issues necessitate holistic planning in Cumberland. The Municipality was also in the process of integrating two former Towns, which recently dissolved, into its various municipal government structures. As such, the Municipality was seeking to review and update its Municipal Planning Strategy and Land Use By-law.

Role of Proponent

UPLAND led the team to refresh Cumberland's planning framework to address the issues of today and tomorrow. UPLAND produced a detailed planning analysis of the current conditions in Cumberland, as well as a road map for extensive public consultation, developed collaboratively with municipal staff and politicians. Over the course of the project, UPLAND provided support for the biggest public consultation program ever undertaken in Cumberland. UPLAND then used the results of that consultation to develop a new Municipal Planning Strategy and Land Use By-law that are tailored to the needs of the community, easy to understand and apply, and provide the Municipality with the tools to sustainably develop Cumberland's many different communities.

Challenges

Some of the primary challenges our team faced during this project were those associated with the size and scale of the municipality. As Nova Scotia's second-largest municipality, there were significant challenges associated with reaching all corners of the municipality. However, through our comprehensive approach to engagement—including in-person and online engagement—we were able to reach out to communities, stakeholders, and residents throughout the municipality to ensure they were able to provide their input.

A second challenge that our team faced were those based on the need to create a unifying policy approach for the municipality, including for the recently dissolved Towns as well as areas that had previously been “unplanned”. With our team's comprehensive experience in by-law and plan development, we were able to take the series of existing policy and regulatory documents and unify them under a single Municipal Planning Strategy and Land Use By-law for the Municipality.

Climate Challenge Resilience Measures Incorporated

Climate change resilience was integral to all aspects of this project. With over 850 kilometres of coastline, sea level rise represented a significant threat to coastal communities and infrastructure. Our team developed policies and regulations that implemented a series of minimum vertical coastal elevations for new development to protect it from sea level rise. Our team also developed watercourse buffers for the rivers, lakes, and streams in the municipality to help reduce stormwater runoff—especially as climate change changes precipitation patterns. Finally, we incorporated a series of policies and regulations that further enabled solar and wind energy production across the municipality to help mitigate climate change more broadly.

UPLAND

TWILLINGATE MUNICIPAL PLAN REVIEW

Project Location

Twillingate, NL

Client

Town of Twillingate

Client Reference

Marie Magnin
Clerk / Town Manager
Town of Twillingate
m.magnin@townoftwillingate.ca
709-884-2438

Services

Municipal Policy Planning, By-law
Development, Public Consultation

Duration

Start Date: May 2019
End Date: Early Winter 2021

Approved Funding

\$40,000

Final Project Cost

\$40,000

Key Proponent Roles

- + Background research and analysis
- + Engagement planning and implementation
- + Land use policy and regulations development
- + Project management

Key Project Staff Roles

- + **Ian Watson**, our **Senior Planner**, led and managed the review and update of Twillingate's planning documents. He will take on a similar role for the Corner Brook project.
- + **Erica Brook**, an **Engagement Specialist**, helped develop and implement the engagement strategy for Twillingate's plan review. Erica's role will be similar for Corner Brook's IMSP project.
- + **Juniper Littlefield**, a **Planner**, was involved in all aspects of the project including background research analysis, and plan development. She will fill a similar role on this project.
- + **Angharad Wylie**, our **GIS Specialist**, was responsible for conducting all spatial analysis and mapping required for this project. She also led all graphic design work. She will take on a similar role

Project Description

UPLAND has worked with the Town to develop a new Municipal Plan and Development Regulations that consider the community's traditional economic activities while adapting to the context of today. This project included a wide range of consultation methods to capture residents, visitors, and business owners in various industries. This project was an opportunity for the Town to look at planning topics from sheds to sea level rise, and implement policies and regulations that support the Town's development over the next 10+ years while being easy to understand and implement. Final drafts of the planning documents have been delivered to the Town and are awaiting formal adoption.

Role of Proponent

UPLAND led the development of the new Municipal Plan and Development Regulations in Twillingate, including conducting all background research, engagement, and the development of planning policies and regulations. Working with Town Staff and Council, UPLAND was able to co-develop planning documents that will guide growth and development in Twillingate for years to come. Using a combination of in-person and online engagement tools, our team was able to collect input from a range of full- and part-time residents

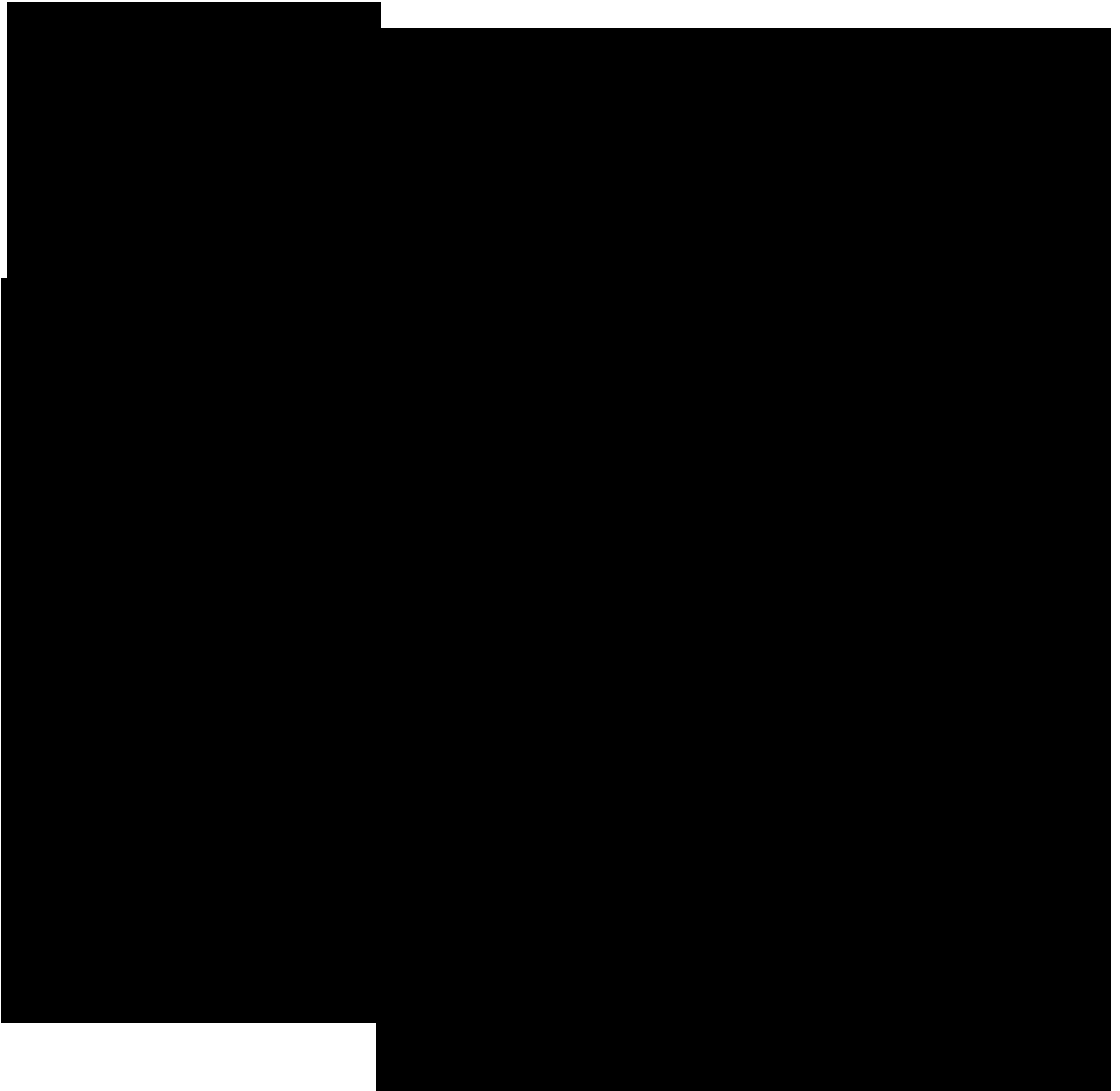
Challenges

Some of the main challenges that we encountered during this project were those associated with the Town's prominence as a tourism destination. Our team had to strike a balance between economic development and preserving the community as a place for residents as we developed policies and regulations for the Municipal Plan and Development Regulations. Through our integrated and comprehensive engagement approach, we consulted with both full-time and part-time residents in addition to tourism operators to understand how policy and regulations could be shaped to ensure the success of the town.

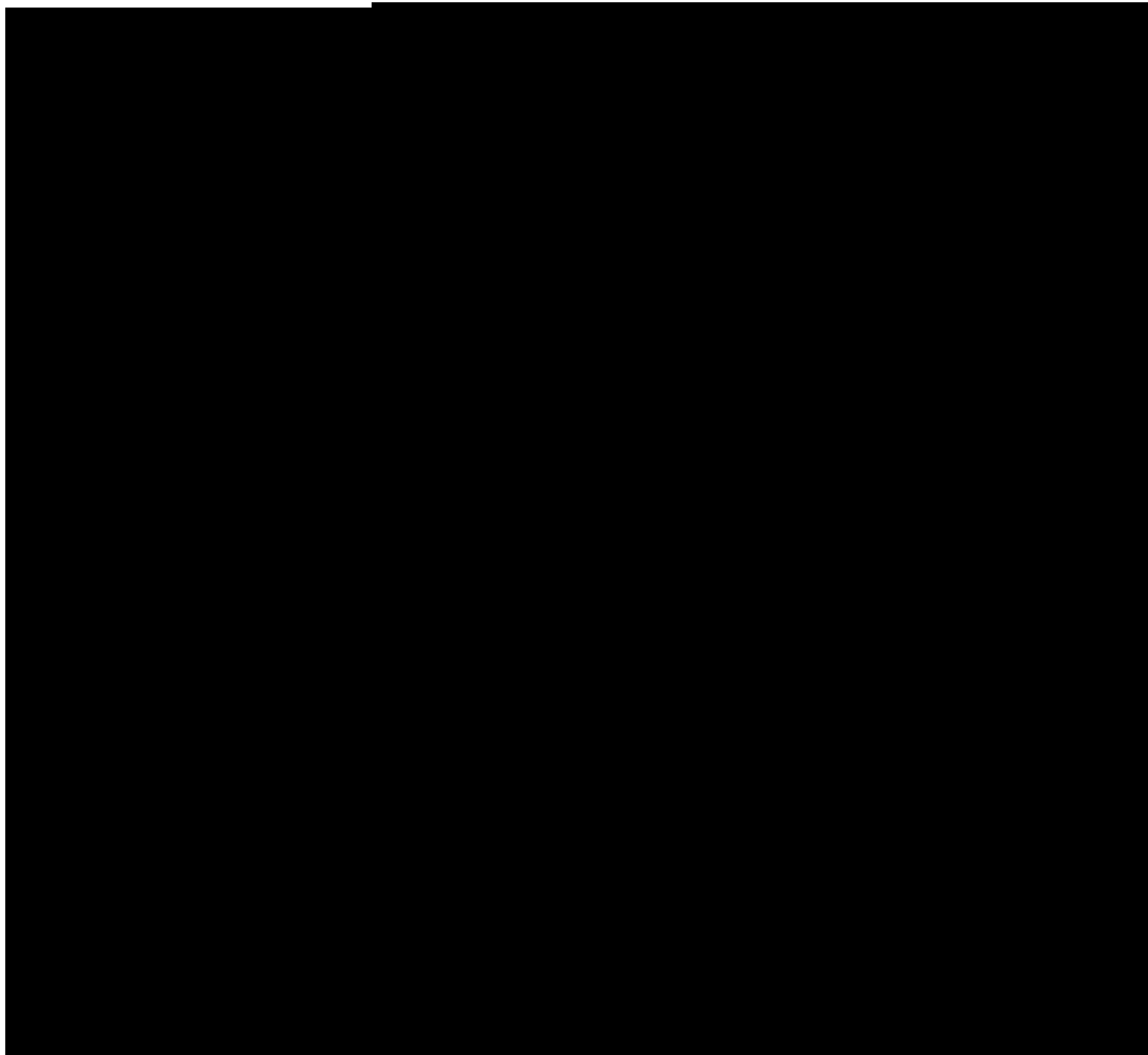
A second challenge that we faced was based on limited Town staffing resources for planning and limited planning data available. Using our thorough understanding of planning regulations in Newfoundland and Labrador, we were able to confidently guide Town Staff through the planning process and develop planning documents that were functional for the Town.

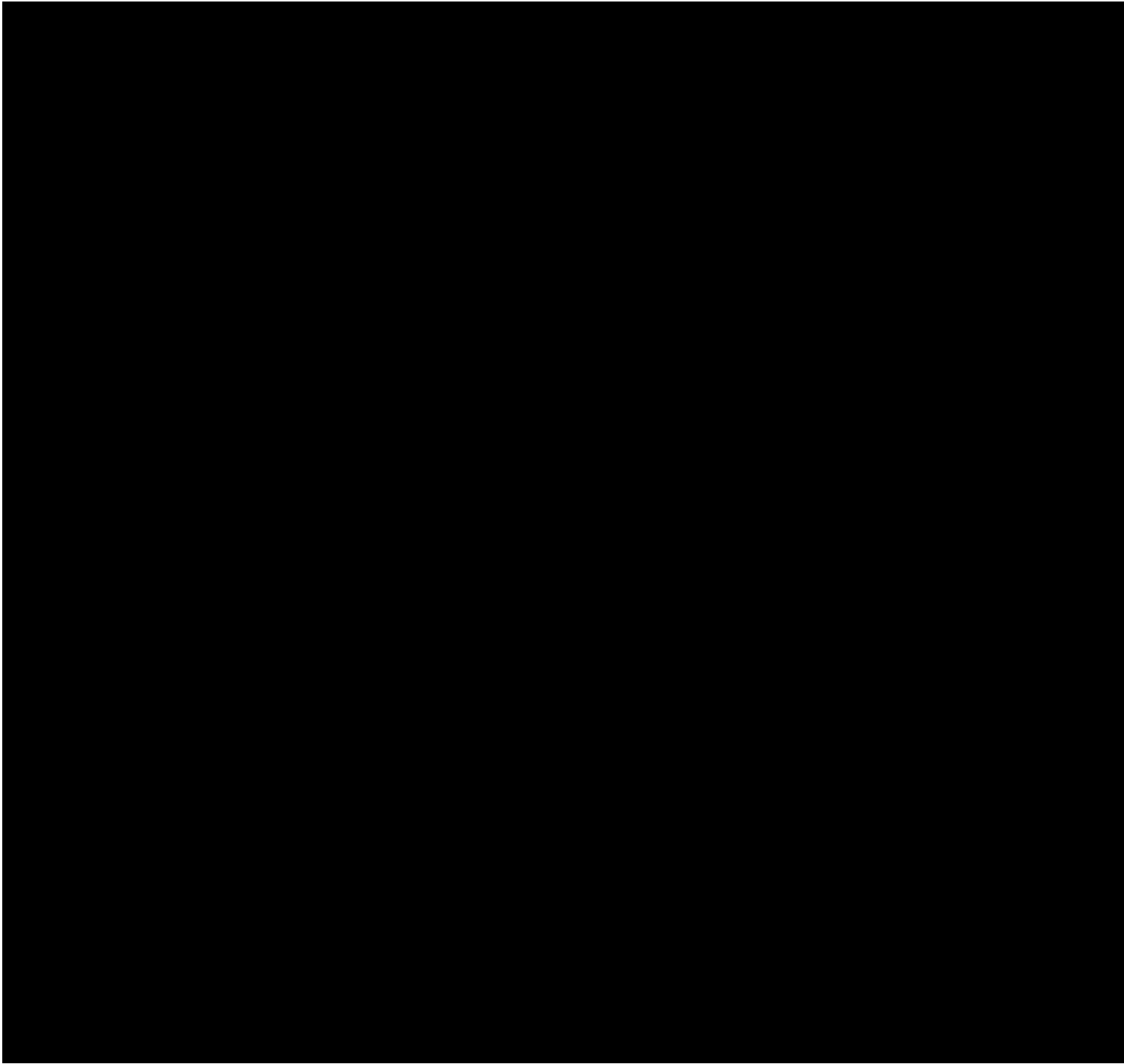
Climate Challenge Resilience Measures Incorporated

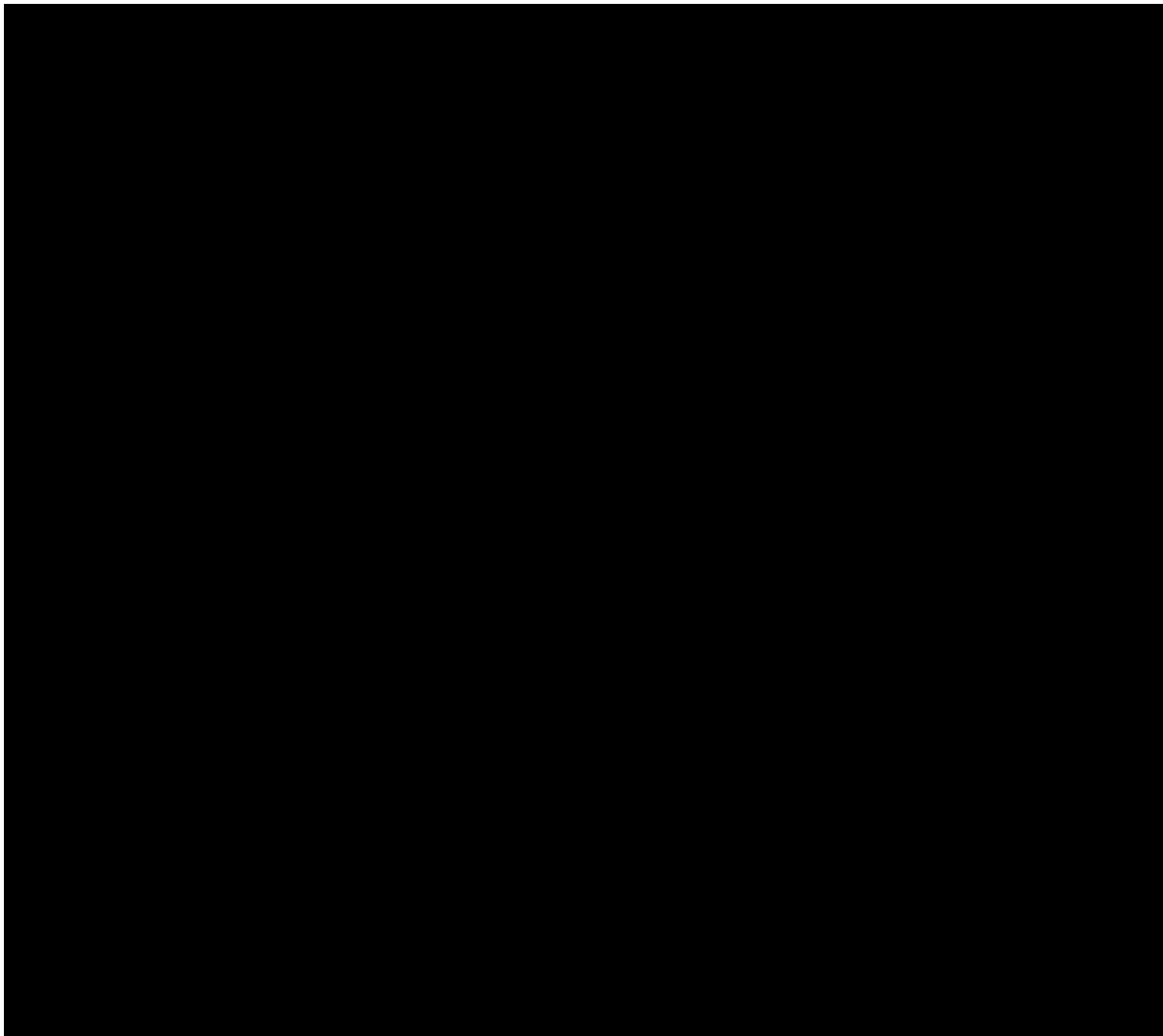
As a coastal community, sea level rise and climate change represent significant threats to the community. However, as the Town's existing planning documents were developed in 1995, they generally did not speak to the threat of climate change. In our background research, we explored how climate change will impact the town, especially sea level rise and changing climatic conditions. As the seas are expected to rise up to one metre in the area of Twillingate, we incorporated minimum vertical coastal elevations for new development to ensure future development will not be threatened by sea level rise. Our team also sought to implement climate change measures through a conservation lens. Working with the Town and land owners in the community, we identified a significant conservation area in the Town that will be preserved as a natural landscape for years to come.

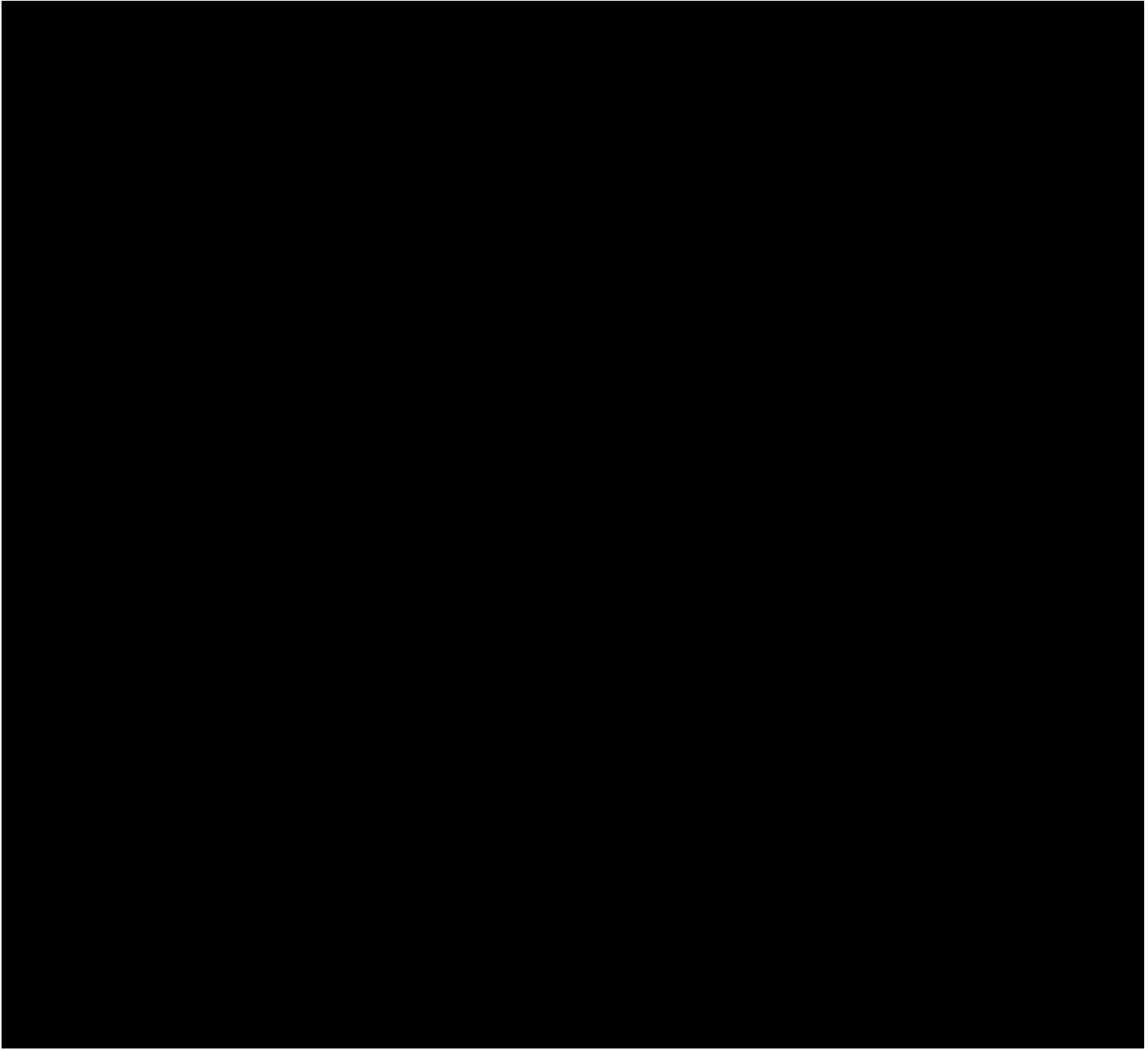












UPLAND





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

Subject Matter: Discretionary Use (Home Based Business) – 175 Georgetown Road	
Report Information	
Department: CEDP	Attachments: Memo, map, application
Prepared By: James King	Council Meeting Date: Feb. 15, 2021

Issue:

The City of Corner Brook has received an application requesting permission to operate a home based business (drafting/design) from the dwelling located at 175 Georgetown Road which is located in a Residential Medium Density Zone.

Background:

A notice was delivered to the residents in the immediate area of 175 Georgetown Road indicating the proposed home based business. As a result of this notice, a telephone call with a follow up email was received. The nature of the submission was concerning possible parking issues. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the operation of the home based business from the dwelling located at 175 Georgetown Road subject to the applicant only having one (1) client at any given time in the premises (if necessary) and the condition that should problems arise due to the operation of the home based business (including parking issues), the City of Corner Brook reserves the right to revoke any granted approval for the said home based business at this location.

Recommendation:

Staff recommends Option 1 and the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 175 Georgetown Road in accordance with Regulation 11 - Discretionary Powers of Authority.

Options:

1. That Council approve the application to operate a home based business from the dwelling located at 175 Georgetown Road in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 175 Georgetown Road in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.



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

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: N/A

Environmental Implications: N/A

Communication Strategy:

Notice of the proposed home based business was delivered to residents in the immediate area of 175 Georgetown Road and posted online on the City of Corner Brook website.

Prepared by: James King
Director: Darren Charters
City Manager: Rodney Cumby
Date: February 8, 2021

Additional Comments by City Manager:

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 175 Georgetown Road – Home Based Business
Date: February 8, 2021

The City of Corner Brook has received an application to operate a home based business (drafting/design) from the dwelling located at 175 Georgetown Road which is located in a Residential Medium Density Zone.

A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 175 Georgetown Road indicating the above mentioned request. As a result of this notice, the City received one phone call with a follow up email from the concerned resident. The nature of the phone call and subsequent email has to do with parking and more specifically near the intersection of Martin's Lane and Georgetown Road. The resident was notified that there is no proposed foot or vehicle traffic to the premises and they do not have any concern with the type of business just the fact that they do not want any on-street parking.

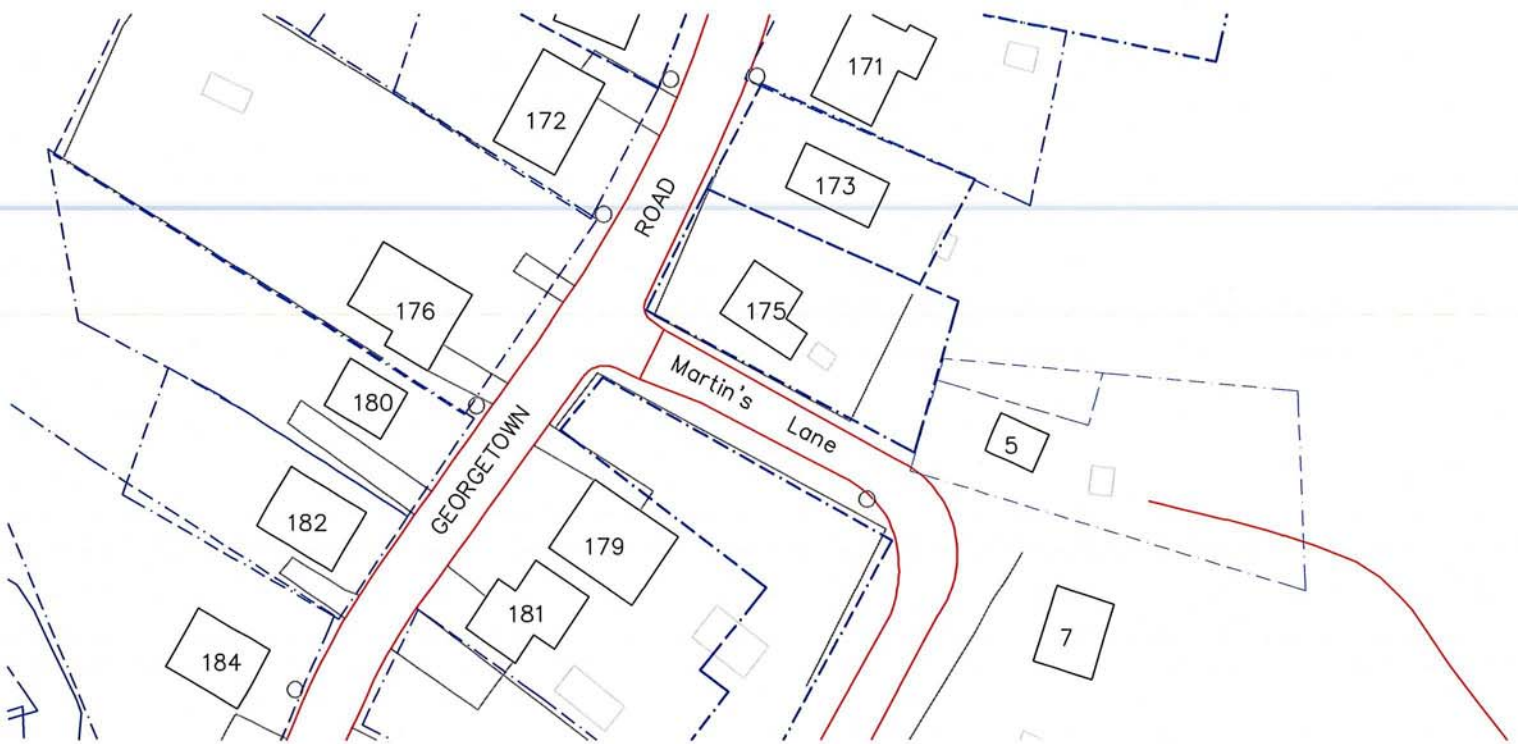
A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling and the proposed home based business. In an effort to alleviate the concerns of the residents in the area, I am suggesting that should approval be granted for this development, there is a condition of approval that only one client visits the premises at any given time (if required) and that should problems arise with regard to the operation of this home based business (including on-street parking problems) the City of Corner Brook reserves the right to revoke the said approval of the home based business.

After review of the application and the results to the notice to occupants, it appears that there is no impediment for this development to commence subject to the above noted conditions being attached to any development permit issued by the City of Corner Brook.

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

Sincerely,

James King, CET, CPT
Development Inspector I



King, James

From: Rumbolt, Deon
Sent: January 18, 2021 12:29 PM
To: King, James
Cc: Stewart, Shelley
Subject: FW: Online Permit Submission

From: ONLINE PERMIT SUBMISSION [<mailto:noreply@cornerbrook.com>]

Sent: January 18, 2021 12:28 PM

To: Rumbolt, Deon

Subject: Online Permit Submission

Date	01/18/2021
Owner Name	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]
Owner / Applicant Address	175 Georgetown Rd corner brook, Newfoundland and Labrador A2H 3X3 Canada Map It
Property Address	175 Georgetown Rd corner brook, Newfoundland and Labrador A2H 3X3 Canada Map It
Builder Address	Newfoundland and Labrador Canada Map It
Development Type (Please check appropriate box)	<input checked="" type="radio"/> HOME BASED BUSINESS
Description of Work	A Home Based Business that will do all Online business. There will be no foot or vehicle traffic. It's an online design business and all correspondence will be conducted via telephone and email. No office construction will be needed, as work will be done in dining room or living room.
Estimated Construction Value (MATERIALS & LABOUR)	

\$ 0.00 CAD

DECLARATION

☒ I agree to terms in the declaration

DECLARATION:

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

NOTE:

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

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	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Discretionary Use (Home Based Business) – 29 Park Drive	
Report Information	
Department: CEDP	Attachments: Memo, map, application
Prepared By: James King	Council Meeting Date: Feb. 15, 2021

Issue:

The City of Corner Brook has received an application requesting permission to operate a home based business (photography business) from the dwelling located at 29 Park Drive which is located in a Residential Medium Density Zone.

Background:

A notice was delivered to the residents in the immediate area of 29 Park Drive indicating the proposed home based business. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business.

Recommendation:

Staff recommends Option 1 and the following motion be supported:

Be it RESOLVED that the Council of the City of Corner Brook approve the application to operate a home based business from the dwelling located at 29 Park Drive in accordance with Regulation 11 - Discretionary Powers of Authority.

Options:

1. That Council approve the application to operate a home based business from the dwelling located at 29 Park Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business from the dwelling located at 29 Park Drive in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Legal Review: N/A

Governance Implications: N/A

Budget/Financial Implications: N/A



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

Environmental Implications: N/A

Communication Strategy:

Notice of the proposed home based business was delivered to residents in the immediate area of 29 Park Drive and posted online on the City of Corner Brook website.

Prepared by: James King

Director: Darren Charters

City Manager: Rodney Cumby

Date: February 3, 2021

Additional Comments by City Manager:

MEMO

To: Manager of Development & Planning
Fr: Development Inspector I
Subject: 29 Park Drive – Home Based Business
Date: February 2, 2021

The City of Corner Brook has received an application to operate a home based business (photography business) from the dwelling located at 29 Park Drive which is located in a Residential Medium Density Zone.

A home based business is a "Discretionary Use" of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 29 Park Drive indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

It has been conveyed to the City that while most of the actual photography takes place outdoors, there will be possibly 1-3 sessions per week (approximately 1 hr. per session) occurring at the applicant's home. A site inspection by City staff has revealed that there is sufficient parking at this location for the existing single dwelling and the proposed home based business.

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

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

Sincerely,

James King, CET, CPT
Development Inspector I



King, James

From: Rumbolt, Deon
Sent: January 14, 2021 1:50 PM
To: King, James
Cc: Stewart, Shelley
Subject: FW: Online Permit Submission

From: ONLINE PERMIT SUBMISSION [<mailto:noreply@cornerbrook.com>]

Sent: January 14, 2021 12:36 PM

To: Rumbolt, Deon

Subject: Online Permit Submission

Date	01/14/2021
Owner Name	[REDACTED]
Phone Number	[REDACTED]
Email	[REDACTED]
Owner / Applicant Address	29 Park Drive Corner Brook, Newfoundland and Labrador A2H7H8 Canada Map It
Property Address	29 Park Drive Corner Brook, Newfoundland and Labrador A2H7H8 Canada Map It
Builder Address	Newfoundland and Labrador Canada Map It
Building Type (Please check appropriate box)	<input checked="" type="radio"/> RESIDENTIAL
Development Type (Please check appropriate box)	<input checked="" type="radio"/> HOME BASED BUSINESS
Description of Work	I am looking to license my home-based business. My photograph business name is [REDACTED] I have not had

to complete renovations to complete the studio.

I conduct and capture newborn and family photography. A lot of my sessions are indeed outdoors, however I have set up a space in my basement as well. Typically, I can complete 1-3 sessions a week in the studio. I have parking for 1 guest.

How it works: Single families would come to my home and spend about an hour or less with me capturing photos. They leave and I would submit them their photos within 3-4 weeks via email. The types of photography shoots I can do include: newborn, maternity, birthdays, cake smashes, holiday minis, and various family shoots.

Estimated Construction Value (MATERIALS & LABOUR)

\$ 0.00 CAD

DECLARATION

☒ I agree to terms in the declaration

DECLARATION:


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

NOTE:

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

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

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	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Collective Agreement – Canadian Union of Public Employees 768 (CUPE 768)	
Report Information	
Department: Finance & Admin	Attachments: Agreed changes to CUPE 768 collective agreement listing
Prepared By: Dale Park	Council Meeting Date: February 15, 2021

Issue:

The recently negotiated agreement between the City of Corner Brook and the Canadian Union of Public Employees Local 768 (CUPE 768) is required to be approved by Corner Brook City Council.

Background:

The City's previous Collective Agreement with CUPE 768 expired on December 31, 2020. On November 16, 2020, the parties began negotiations on a new collective agreement. Over a course of 5 days at the bargaining table, the City and CUPE 768 reached a tentative agreement on February 4, 2021. CUPE 768 membership voted on the tentative agreement on February 10, 2021 with 84% voting to accept.


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

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

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

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

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

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

It is staff's recommendation to approve the tentative agreement that was negotiated with the CUPE 768.

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

Options:

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

Legal Review:

Governance Implications:

Budget/Financial Implications:

The tentative agreement that was reached was in line with the financial parameters that were set by Council. The impact for 2021 is approximately \$47,000.

Environmental Implications:

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date: February 11, 2021

Additional Comments by City Manager:

General Wording Changes

The City proposes to make the following general wording changes throughout the agreement:

- Human Resources Officer be replaced with Manager of Human Resources
- Workers Compensation Commission be replaced with WorkplaceNL
- Job title for the 911 PSAP Operator/Call Taker be replaced with 911 Operator

ARTICLE 2 – RECOGNITION

2.01 Recognition of the Union

The City recognizes the Canadian Union of Public employees, Local 768 as the sole and exclusive collective bargaining agent for all of its employees save and except employees filling those classifications listed in Appendix A of this Agreement, all employees covered by the certification order dated May 18, 1956 and employed in classifications covered by the Collective Agreement with CUPE Local 706, all those employees covered by the certification order dated March 16, 1956 and employed in classifications covered by the Collective Agreement with International Association of Fire Fighters, Local 1222, those employees covered by the Agreement with CUPE Local 4386 and those above the rank of supervisor or as determined under clause 29.01 of this Agreement.

ARTICLE 5 – UNION SECURITY

5.01

All employees coming within the scope of the bargaining unit, as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees coming within the scope of the bargaining unit shall, as a condition of continued employment, become members in good standing in the Union on the day of hiring with the City.

5.03

Each employee shall, on the day they are hired, sign a dues deduction authorization/personal information card (supplied by the Union) and the City agrees to deduct from every employee any dues, initiation fees, or assessments levied, in accordance with the Union By Laws, and owing by him/her to the Union as notified to the City by the Union

ARTICLE 7 – LABOUR/MANAGEMENT MEETINGS

7.01 Labour Management Committee

(e) Meeting Agenda

Each Labour Management Meeting will have a set agenda. All agenda items are to be compiled and reviewed by all members of the Committee at least twenty four (24) hours prior to the Committee meeting taking place.

7:03 Joint Benefits Committee

(a) Representation

The Committee shall have equal representation from the Unions (CUPE Locals 706,-768, 4386 and IAFF 1222) and the Employer to a maximum of 8 persons in total. Either party may make use of technical advisors, for their own private consultations.

ARTICLE 10 – EDUCATION & TRAINING

10.05

Education

The employer recognizes that education is a continuing process. Accordingly, the employer shall allow the Union to sponsor, at its own cost, educational functions such as seminars, workshops, lectures, etc. to be held on the employer's premises during the employees lunch period or following the regular working day. Where groups are concerned, arrangements can be made to use a room located on City premises provided that it is at no additional cost to the City.

ARTICLE 11 – PROMOTION & STAFF CHANGES

Current Wording

11.03

Advertising

Any vacancies that require external advertising will be advertised congruently with internal posting. Where a member of Local 768 applies for a vacancy and meets the qualification(s) as listed in the job description, the vacancy will first be offered to the member of Local 768. External applications received for vacancies within the bargaining union will not be considered until all internal applications have been reviewed.

11.06

Promotions Requiring Higher Qualifications

Consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but is preparing for qualification prior to filling of vacancy. Such employee will be given a trial period, as per 11.05, to qualify and will revert to his/her former position if the required qualifications are not met within such time.

11.07

Notification to Employee & Union

The name of the successful applicant will be announced via email within seven (7) days of the appointment being communicated to the successful applicant.

ARTICLE 23 – SICK LEAVE PROVISIONS

23.03 Proof of Illness

After three (3) consecutive days of absence or five (5) cumulative days of absence in any twelve (12) month period where no proof is required to justify the absences and a claim for sick leave with pay an employee must thereafter produce a medical note (available for printing on line) as proof of incapacity for all claims of the employee that the employee is unavailable to report to work or remain at work by reason of being sick, disabled, or attending an examination or treatment by a physician or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act. The information form required may vary depending upon the frequency or duration of the unavailability for work in order to comply with the duty of accommodation.

23.04 Illness in the Family

Where no one other than the employee can provide for the needs during illness of his/her spouse and/or child, or his/her mother and/or father, when residing in the same household as the employee, the employee shall be entitled after notifying his/her supervisor to use a maximum of five (5) accumulated sick leave days per calendar year. A medical note must be produced upon 3 consecutive days of absence. The employee may be required to present proof of illness of the family members concerned to the employer upon request. Floaters/Time-off in lieu or vacation will not be unreasonably denied for an employee to attend a medical appointment or illness of family member. The sick leave days for illness in the family will not be considered in calculating the cumulative sick leave days as per clause 23.03.

ARTICLE 25 - WORKERS' COMPENSATION

25.01 Continuation of Pay

In the event of an employee sustaining an accident on the job deriving compensation from WorkplaceNL, the City will loan the employee a sufficient amount of money to insure that the employee affected will continue to receive a sum equal to what he would receive from WorkplaceNL. The loan will be interest free until the WorkplaceNL adjudicator makes a determination with respect to the claim. Such loan payments will commence immediately and will terminate with the determination of the adjudicator. In the event of acceptance of the claim, the employee will insure that the funds received from WorkplaceNL in respect of the processing period are directed first to the City in repayment of the total loan extended to the individual. In the event the claim is denied, the loan remains repayable by the employee upon such terms as may be privately arranged between him/her and the City, but if no suitable arrangements are made for repayment of the loan, then the City may deduct from wages or monies owing by the City to the employee, such sums as are necessary to ensure repayment within 60 days. If there are insufficient funds in the wages or monies owing, the City may pursue the recovery of the remaining amount. Cheques issued by WorkplaceNL for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid. In the event that the employee does not cooperate with WorkplaceNL or the City's disability management process, loan payments will cease immediately and the City will begin the loan collection process.

25.03 Ease Back

The Employer, where WorkplaceNL recommends, shall endeavour to establish an ease back program, for an employee on a WorkplaceNL claim if there is available work within his/her medical limitations.

Any employee that is off of work due to a medical illness/injury, when recommended by their treating physician, will work with the employer to establish an ease back program provided there is work available within his/her medical limitations.

ARTICLE 26 - LEAVE OF ABSENCE

26.03 Compassionate Leave

An employee shall be granted a maximum of four (4) consecutive days leave without loss of pay in the event of the death of the employee's parent, child or spouse/common law spouse. An employee shall be granted a maximum of three (3) consecutive days leave without loss of pay in the event of the death of the employee's grandparent, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or grandchild. In the event that such death occurs more than 250 km outside of the City, two (2) additional consecutive days leave without loss of pay shall be granted as travelling time if necessary and requested. In the event of the death of an employee's step mother, step father, step brother, step sister, step child or step grandchild an employee shall suffer no loss of pay for the day of the funeral. Compassionate leave will be in addition to scheduled days off, holidays, vacation and floaters.

An employee shall be granted a maximum of four (4) consecutive days leave without loss of pay in the event of the death of the employee's:

- Parent and/or step parent
- Child and/or step child
- Spouse, including common-law

An employee shall be granted a maximum of three (3) consecutive days leave without loss of pay in the event of the death of the employee's:

- Grandparent
- Brother and/or Sister
- Brother and/or Sister-in law
- Mother and/or Father-in law
- Grandchild

In the event that such death occurs more than 250 km outside of the City, two (2) additional consecutive days leave without loss of pay shall be granted as travelling time, if necessary and requested.

An employee shall suffer no loss of pay for the day of the funeral in the event of the death of the employee's:

- Step Brother and/or Sister
- Step Grandchild
- Son and/or Daughter-in law

26.06 Pregnancy/Parental Leave

(a) Commencement and duration of Pregnancy/Parental leave

Parental leave must start within thirty five (35) weeks of the birth of the child or when the child comes into the custody and care of the parent for the first time.

An employee shall be permitted to commence pregnancy leave without pay, at the beginning of her sixth month of pregnancy. Provided the employee has sick leave available for use she may avail of sick leave during the period of pregnancy leave. Once the employee's sick leave is exhausted and/or upon the birth of the employee's baby, the employee will proceed to parental leave. Pregnancy leave can last up to a maximum of seventeen (17) weeks. An employee, on completion of pregnancy leave may, where eligible, proceed to parental leave. The maximum pregnancy and parental leave combined under this clause shall not exceed seventy-eight (78) weeks in total.

(b) Adoption/Parental Leave (New Clause)

An employee shall be permitted to commence adoption leave upon the date that the child comes into their custody. Adoption leave shall be granted up to a maximum period of seventeen (17) weeks to an employee who legally adopts a child and upon presentation of proof of adoption. Adoptive parents are entitled to an additional sixty one (61) weeks maximum, of parental leave, for the total maximum leave accumulation of seventy-eight (78) weeks.

28.07 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. Each employee will be provided with an electronic copy of the Collective Agreement, in PDF form. Paper copies will be provided by request only.

Letter of Understanding**Exceptions to Clause 18.01 and Schedule A**

The following employees hours of work and hourly rate shall be consider an exclusion from 18.01 and Schedule A while they remain within the same position classification as they held on January 1, 2017:

Employee name	Classification	Hours of work	2017 Hourly rate
Alfreda Ruth	Office Assistant II	9:00 – 4:30	\$21.54
Elena Companion	Accounting Clerk III	9:00 – 4:30	\$29.13
Mary Lou Leroy	Accounting Clerk II	9:00 – 4:30	\$27.13
James King	Development Inspector I	9:00 – 4:30	\$29.13
Michelle Walsh	City Collector	9:00 – 4:30	\$31.29
Shana Hayward	Accounting Clerk II	9:00 – 4:30	\$27.13
Charlotte Patterson	Development Inspector III	9:00 – 4:30	\$34.70
Jarvis Baines	Municipal Officer II	9:00 – 4:30	\$29.13
Jamie Alexander	Municipal Officer II	9:00 – 4:30	\$29.13
Darryl Skinner	Development Inspector III	9:00 – 4:30	\$34.70
Sandra Batt	Administrative Assistant	9:00 – 4:30	\$24.15
Bruce Tibbo	Senior Municipal Enforcement	9:00 – 4:30	\$34.70
David Brake	Computer Support Specialist	9:00 – 4:30	\$29.13
Tony Freake	Computer Support Specialist	9:00 – 4:30	\$29.13

These employees hourly rate shall increase for each year beyond 2017 at the same increase as attributed to the remainder of the bargaining unit.

Appendix A (EXCLUSIONS)

The following is a list of positions with the City of Corner Brook that are recognized and agreed by the union as being excluded from the bargaining unit.

City Manager, Executive Assistant to the City Manager, City Clerk, Legislative Assistant, Communications Officer, Business Facilitator, City Solicitor.

Director Public Works, Water & Wastewater, Assistant Director of Public Works Water & Wastewater, Manager of Public Services, Manager of Engineering Services, Supervisor of GIS/Auto Cad, Supervisor of Sustainable Development, Superintendent of Public Works, Superintendent of Water & Wastewater, Supervisor of Engineering Services, Work Planning, Foremen.

Director of Finance and Administration, Manager of Treasury Services, Administrative Assistant- Finance and Administration, Manager of Human Resources, Supervisor of Human Resources, Supervisor of Benefits & Compensation, Supervisor of Computer Services, Supervisor of Payroll, HR/Payroll Specialist, Supervisor of Land Management, Supervisor of Occupational Health and Safety.

Director of Community, Engineering, Development and Planning, Manager of Development and Planning, Supervisor of Community Planning, Supervisor of Development and Inspection, Supervisor(s) of Engineering Services (W&S, Roads, etc.)

Director of Protective Services, Supervisor of PSAP, Fire Chief, Deputy Fire Chief, Assistant Deputy Fire Chiefs.

All employees at the Civic Centre, Manager of Recreation Services, Supervisor of Recreation Services, Students, Summer Program Coordinator, Playground Supervisor, Lifeguards, Train (Mill Whistler) Operator, all Firefighting Services Personnel, All Unionized outside Workers.

It must be noted that there will be times that positions undergo title changes and the above list may not always be updated to reflect such changes in title. However, failing to update the above list does not mean that the positions are bargaining unit positions.

MEMORANDUM OF UNDERSTANDING

STUDENT WORK TERMS

This will confirm mutual agreement by both parties regarding the provisions of work term opportunities to students of recognized educational institutions by the City of Corner Brook under the following conditions:

1. (a) Work term students will perform any work related to their course of study that would not ordinarily be done by recalling laid off employees and the hours of work and/or pay of the Bargaining Unit will not be reduced by reason only of duties performed by a student working a work term

 (b) The provision of work term opportunities and the work assigned shall not result in the lay-off of Bargaining Unit members or result in the delay in the recall of Bargaining Unit members to return to work from lay-off.
2. The maximum duration of a work term shall be sixteen (16) weeks, but students may have more than one (1) work term provided such shall not be consecutive and be directed to achieving their certificate or degree of qualification. The duration of a work term may be extended by mutual agreement if the work term required is greater than sixteen weeks and is a requirement of graduation.
3. The maximum number of students involved in work terms within a department of the employer at any one time shall be four (4) except where otherwise mutually agreed by the parties.
4. Students involved in work term opportunities will ordinarily work with employees of the City.
5. The Union shall receive advance notice in writing of the City's intention to engage students under work terms. Such notice shall state the general nature of the duties to be performed, the area(s) where an individual is to be assigned and the anticipated duration of the work term.
6. A student, for the purposes of this MOU, is an individual registered on a full-time basis at a recognized secondary or post-secondary institution who will be returning to full-time studies after the completion of the on-the-job training opportunity (work term) or who must have on-the-job experience (work term) as a course requirement in order to graduate.
7. The City agrees not to take students on work terms during the period between expiry of the Collective Agreement and the renewal of that agreement.

MEMORANDUM OF UNDERSTANDING

Transfer the Animal Control position from CUPE 706 to CUPE 768

The City of Corner Brook is currently in discussions with an animal care group regarding the physical location for their operation in the City. Part of that discussion involves that group offering animal housing (impounding) services for animals that are currently impounded at the City's Brook Street location. With the finalization of this agreement, which the City expects to happen in the near future, the City will no longer offer animal impounding services and, thus no longer need to operate the Brook Street pound.

With this change, the City's animal control resources can be better deployed in the area of by-law enforcement rather than animal impounding. Under the current structure of Department of Protective Services, by-law enforcement is primarily carried out by the City's Municipal Enforcement Officers who are members of CUPE 768, and it is the skill set of those positions (recognized post-secondary certification in law enforcement) that the City believes would best serve the future needs of animal control by-law enforcement. With this in mind, the City is considering the following;

The position of animal control within the City be effectively removed from the CUPE 706 bargaining unit and the enforcement duties of that position be transferred to the Municipal Enforcement Officer position in CUPE 768. A forth Municipal Enforcement Officer position would be created. This position would be an MEO I with a 37.5 hour work week (8:00 am – 4:30 pm). While this position would be primarily responsible for by-law enforcement issues related to animal control, the Officer in the position could also be tasked with other by-law enforcement duties of the division. Equally, the other officers of the division could assist with and/or provide animal control by-law enforcement services in the absence of this officer (ie vacation/sick leave replacement). Duties associated with picking up dead animals would remain tasked with 706.

It is understood that the Municipal Enforcement Officer's employed by the City prior to January 01, 2017 are not required to perform duties and responsibilities of the current Animal Control Officer as it relates to the care, handling and contact with animals, but shall continue to perform animal control by-law enforcement duties.

Any Municipal Enforcement Officer hired by the City after January 01, 2017 shall be required to perform all duties and responsibilities of animal control including but not limited to the care, handling and contact with animals and bylaw enforcement.

Letter of Understanding **Recreation Technician Winter Hours**

As of January 1, 2017, the following employees are classified as holding positions that may be eligible for reduced hours during the winter months according to 18.02:

Robin Wight Recreation Technician

Notwithstanding the existing wording in 18.02, the City and the Union agree that the above listed employees winter hours of work may be amended to 9:00 AM – 4:30 PM (instead of 8:30 am – 4:30 pm) as long as they remain in that classification with the City. All other requirements of 18.02 apply.

Letter of Understanding

Office Assistant III

As of January 1, 2017, the following employees are classified as holding positions of Office Assistant III:

Meagan Barnes

It is understood that as long as the above listed employees hold the position of Office Assistant III their hours of work will be 37.5 hours per week (8:00 am – 4:30 pm), and their hourly rate of pay shall be \$21.54 as of January 1, 2017. Future adjustments to this hourly wage will be at the same increases as negotiated and agreed with the Office Assistant III in Schedule A.

Summer Students

It is agreed that there will be times when the City will hire summer students. Summer students will be hired during the period of time when school ends for the summer break and when it commences again in September.

For the purpose of this MOU a summer student will be currently enrolled in either a secondary or post-secondary institution and will be returning to their studies in September.

Summer students hired by the City will be included in the list of exempt employees as they will be excluded from the bargaining unit.

It is agreed that the hiring of summer students will not result in the layoff of a current employee nor will it result in the postponing of returning an employee that would normally be called back.

For the purpose of this agreement up to two (2) students per department may be working at a given time with departments as follows: Finance & Administration, Protective Services, Community Engineering Development & Planning, and Public Works, Water & Wastewater.

The City will provide notice to the Union of its intent to hire students and agree to provide a description of the work to be performed.

Summer students will not perform work that is normally carried out by City Unionized employees of Local 768.

MEMORANDUM OF UNDERSTANDING

Workplace Flexibility

The parties have agreed that there must be an ongoing process to both assess and implement a flexible work environment.

For the purpose of this MOU, the parties are interested in reviewing flexibility as it pertains to work location, hours of work, the work week/schedule, and any other additional avenues of flexibility pertaining to the workplace.

It is agreed that the parties will, within 90 days of signing this agreement, form a committee comprised of equal representation from both management and the union not exceeding four members. Both the union and management will appoint two representatives to this committee. Both parties agree that in making their respective appointments each shall be motivated by the need for selecting people who will be best capable of making unbiased decisions/recommendations regarding flexibility in the workplace. The committee will meet on a regular basis with the purpose of developing an agreed upon plan that can be brought forward to the City Manager for final approval.

Wage increase of 2% per year for each of the four years covered under this agreement for all staff with the exception of 911 Operators, Survey Assistant, Office Assistant II, and Accounting Clerk I

All employees

2021	2022	2023	2024
2%	2%	2%	2%

PSAP & Survey Assistant

2020 – 22.49

2021 – 2%

2022 – January \$.33 and 2%

2023 – January \$.33 and 2%

2024 – January \$.34 and 2%

PSAP

2021	2022	2023	2024
22.94	23.74	24.55	25.39

Survey Assistant

2021	2022	2023	2024
20.32	21.06	21.82	22.60

The Office Assistant II position(s) and the Accounting Clerk I position(s) will achieve wage parity with the Office Assistant III position(s) by the year 2024. For the positions of OAI and ACI grandfathering is removed and hours of work for these positions become 8:30 – 4:30. Job titles and job positions remain the same. Thus, not a reclassification but wage adjustment only.

	2020	2021	2022	2023	2024
OA II & AC I	21.23	22.25	22.84	23.44	24.04
OA III (2% only)	22.21	22.65	23.11	23.57	24.04

	<p align="center">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Wage increases 2021-2024 - Non Union Employees	
Report Information	
Department: Finance & Admin	Attachments:
Prepared By: Dale Park	Council Meeting Date: February 15, 2021

Issue:

Wage increase for non-union employees of the City of Corner Brook need to be approved for the period January 1, 2021 to December 31, 2024.

Background:

The City of Corner Brook reached a tentative labour agreement with the Canadian Union of Public Employees local 768 for the period January 1, 2021 – December 31, 2024. Where applicable, non-union employees of the City of Corner Brook typically follow the terms and conditions of the CUPE 768 collective agreement unless otherwise specified. Non-union employees have traditionally received the same annual wage increases as negotiated with CUPE 768.

Recommendation:

It is staff's recommendation to approve annual wage increases of 2% each year for 2021-2024 for non-union employees of the City of Corner Brook.

Be it RESOLVED that the Council of the City of Corner Brook approve annual wages increases for non-union employees of 2% each year for 2021-2024.

Options:

1. That the Council of the City of Corner Brook approve the increases of 2% per year for non-union employees.
2. That the Council of the City of Corner Brook not approve the increases of 2% per year for non-union employees.
3. That the Council of the City of Corner Brook approve the increases of a different % per year for non-union employees.

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


	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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The proposed increases are in line with the financial parameters that were set by Council. The impact for 2021 is approximately \$70,000 if all non-union positions are filled.

Environmental Implications:

Prepared by: Dale Park
Director: Dale Park
City Manager: Rodney Cumby
Date: February 11, 2021

Additional Comments by City Manager:

	<p style="text-align: center;">City of Corner Brook Request of Decision (RFD)</p>
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Subject Matter: Request to Amend Lease Agreement – West Street/Todd Street	
Report Information	
Department: Finance & Admin	Attachments: Email request from developer, Lease Agreement dated May 27, 2019, Lease Amendment
Presented By: Dale Park	Council Meeting Date: Feb. 15, 2021

Issue:

The owner of 55 West Street is requesting to amend the lease agreement dated May 27, 2019 to change the required City parking spots from 10 spots to 8 spots.

Background:

The owner of 55 West Street approached the City in early 2019 and requested purchase City land for more parking for their new development located at 55 West Street. It was discussed that the City would also enter into a lease agreement where the developer would be responsible to relocate the trailhead and construct 22 parking spots off Todd Street which would include all subsurface work, site grading, retaining walls, drainage and curb work at no cost to the City.

In turn the City sold the portion of City land they required for \$1.00 (approx. 400m²) and lease a total of 12 parking spots (12 out of 22 in total, the City will meter the remaining 10 spots) for 10 years at \$1.00/year with the option to extend that period if they supply alternative downtown area.

But when the parking was completed and the as-builts drawing where done, the curb work at the east end of the parking lot was more extensive than the original design, leaving the quantity of usable parking spaces short by two.

Recommendation:

Staff recommends Council to approve the request to amend the lease agreement to reduce the required City parking spots from 10 to 8.

It is RESOLVED to approve the request to amend the lease agreement dated May 27, 2019 to reduce the required City parking spots from 10 to 8.

Options:

1. Approve to reduce the required City parking spots from 10 to 8
 - a. The City will lose the 2 parking spots
2. Reject the request to reduce the required City parking spots from 10 to 8
 - a. City will retain the 2 parking spots

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

Governance Implications:

Budget/Financial Implications: The City receives revenues from the metered parking spots

Prepared by: Brandon Duffy
Director: Dale Park
City Manager: Rodney Cumby
Date: February 11, 2021

Additional Comments by City Manager:

Park, Alicia

From: [REDACTED]
Sent: December 17, 2020 10:01 AM
To: Duffy, Brandon
Subject: FW: Todd Street Parking
Attachments: MASTER CIVIL JUNE 2019 C-01.pdf; SKM_C30820111312080.pdf

[REDACTED]
Sent: November 16, 2020 2:24 PM
To: 'drumbolt@cornerbrook.com' <drumbolt@cornerbrook.com>

[REDACTED]
Subject: Todd Street Parking

Hi Deon,

We noticed that the City erected meters on the parking lot on Todd Street last week on a total of 10 spaces. The parking agreement for Major's Contracting to complete the construction work for the parking lot was that we would have rights to 12 spaces on the City land for a 10 year period to recover our cost incurred, and the City would be allocated 10 spaces. I've attached the original design civil drawing for your reference that was part of the agreement. After the construction of Todd Street was complete, there were only 20 spaces in total on the City land compared to the 22 in the design drawings. I've attached the as-builts provided by Anderson Engineering for reference as well. When comparing this to the design drawings, you can see that the curb work at the east end of the parking lot was more extensive than the design version, leaving the quantity of usable parking spaces short by two.

We bring this up is that we require 12 spaces in total to compensate for the expense incurred to construct the retaining wall and move the transmission poles for the new parking lot. We want to recommend that the two spaces on the inside of the retaining wall have the meter removed to provide us with the additional 2 spaces required.

If you have any feedback or follow-up questions on the attached, please feel free to reach out to Dean or myself.

Thanks,

Patti Parsons
 Controller
 Major's Contracting Limited
 112 Trans Canada Highway
 Deer Lake, NL
 A8A2E4



Virus-free. www.avast.com

DISCLAIMER: The Information contained in this transmission and any attachments may contain privileged and confidential information and may be legally privileged. It is intended only for the use of the person (s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination,

distribution or duplication is strictly prohibited. Views or opinions expressed in this e-mail message are those of the author only.

THIS AGREEMENT made in duplicate the _____ day of _____, 2021

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 "Landlord")

AND: 78117 NEWFOUDLAND & LABRADOR LIMITED., a body corporate, existing and continuing under the laws of the Province of Newfoundland and Labrador (hereinafter called the "Tenant")

WHEREAS the parties entered into an lease agreement on or about the 27th day of May 2019 for property on West Street, Corner Brook, Newfoundland & Labrador (the "Agreement");

AND WHEREAS the Landlord and Tenant desire to amend certain terms of the Agreement;

NOW THEREFORE in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, with said consideration binding the Parties, the Parties agree as follows:

The Agreement between the Landlord and the Tenant shall be revised as follows:

1. Clause 6c) of the Agreement shall be removed replaced with the following:

"The Tenant commits to the construction of the parking spaces identified as #1-20 on the Anderson Engineering Consultants Ltd Project #181485 Drawing number C1.1 dated January 21, 2018 ("the Drawing") (or as amended and approved by the Landlord) and as approved by the Landlord on or before September 29th , 2020."

2. Clause 6f) of the Agreement shall be removed replaced with the following:

"The Tenant will construct all those parking spaces identified in the Drawing as #1-20, but on completion the Tenant shall use only those 12 parking spaces identified as #9-20 inclusive. The remaining 8 parking spaces identified at #1-8 inclusive shall be for the use of the Landlord."

3. Clause 6j) of the Agreement shall be removed replaced with the following:

"Each Additional Parking space that is provided for a one (1) year period will entitle the Tenant to one (1) additional month of lease of the parking spaces identified as #9-20 at a rental fee of One Dollar (\$1.00) per month. If the Tenant were to provide the Landlord with 12 Additional Parking spaces for one (1) year, the Tenant would be entitled to parking spaces #9-20 for one (1) additional year beyond the ten year term identified in paragraph 2. The Tenant may provide the Landlord with the Additional Parking spaces at any time after the first year of the Lease and this will be included in a calculation for the additional Lease term to begin after the 10th year of the Lease.

4. Clause 6l) of the Agreement shall be removed replaced with the following:

"The Landlord will commit to the paving of the parking spaces identified in the Drawing as #1-20 as funding and weather permits on or before the 3rd calendar year following completion of the

construction of the parking spaces.”

All other terms, covenants, provisos and stipulations in the aforementioned Agreement and Amended Agreement are hereby confirmed in full force and effect.

SIGNED, SEALED & DELIVERED on behalf of the Landlord this ____ day of _____, 2021.

CITY OF CORNER BROOK

Witness

Mayor or Deputy Mayor

Witness

City Manager or City Clerk

SIGNED, SEALED & DELIVERED on behalf of the Tenant this ____ day of _____, 2021.

78117 NEWFOUDLAND & LABRADOR LIMITED.

Witness

Darcy Major

THIS LEASE made in duplicate as of the 27 day of May, 2019

BETWEEN:

CITY OF CORNER BROOK, a body corporate, existing and continuing under the provisions of *The City of Corner Brook Act*, RSNL 1990, c. C-15 as amended, (hereinafter called the "Landlord")

of the One Part

AND

78117 NEWFOUNDLAND & LABRADOR LIMITED, a body corporate duly incorporated under the laws of the Province of Newfoundland and Labrador (hereinafter called the "Tenants")

of the Other Part

THIS LEASE WITNESSETH that in consideration of the rents, covenants and conditions hereinafter reserved and contained the parties hereto covenant and agree as follows:

PREMISES LEASED

1. The Landlord hereby demises and leases to the Tenant and the Tenant hereby leases from the Landlord, on and subject to the terms and conditions hereinafter set forth, all that real property described in the survey and plan attached hereto as Schedule "A" (hereinafter called the "Property").

TERM

2. Subject to any provisions for early termination otherwise stated in this Agreement, THE LANDLORD HEREBY LEASES AND DEMISES unto the Tenant the Property commencing on the 30th day of April 2019, and continuing for a period of ten (10) years following the date on which the Landlord has issued an occupancy permit for the hotel that the Tenant is constructing at 55 West Street, Corner Brook, NL. This Lease and Demise is also subject to all other terms and conditions set forth in this Agreement.

RENT

3. Provided the Tenant completes the hotel and parking spaces as set out in this Agreement, the Tenant shall pay to the Landlord a rental of One Dollar (\$1.00) plus applicable Harmonized Sales Tax (HST) per annum due on the date of signing of this Agreement and on each anniversary thereafter.

USE

4. The Property shall be used for the purpose of parking. There shall be no change in use other than that related to the aforementioned use relating thereto without the prior consent in writing of the City of Corner Brook.

- 2 -

PAYMENT OF TAXES

5. The Tenant shall pay or cause to be paid all rates, taxes and assessments, of whatsoever description that may at any time during the existence of the Lease be lawfully imposed and become due and payable, upon, or in respect of the Property or any part thereof.

CONDITION

6.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.
 - c. The Tenant commits to the construction of the parking spaces identified as #1-22 on the Anderson Engineering Consultants Ltd Project #181485 Drawing number C1.1 dated January 21, 2018 ("the Drawing") (or as amended and approved by the Landlord) and as approved by the Landlord on or before September 29th, 2020.
 - d. The construction of these parking spaces will include all subsurface work, site grading, retaining walls, drainage and curb work. The surface material may be permitted to be class A material or as approved by the Landlord. The construction work does not include the base course or top coat of asphalt. The Tenant is not restricted from placing asphalt should the Tenant desire.
 - e. The construction of the parking spaces must be completed on or before September 29th, 2020.
 - f. The Tenant will construct all those parking spaces identified in the Drawing as #1-22, but on completion the Tenant shall use only those 12 parking spaces identified as #11-22 inclusive. The remaining 10 parking spaces identified at #1-10 inclusive shall be for the use of the Landlord.
 - g. The Tenant shall factor into the construction of the parking lots, space for a trailhead entrance to Bertram Butler Trail and Three Bear Mountain as approved by the Landlord. If the trailhead entrance will consume one of the parking spaces the parties agree that the reduction in parking spaces shall not exceed one space and will be taken from the Landlord's allotment of parking spaces.
 - h. The term of this Agreement may be extended by the Landlord in writing if the Tenant were to provide additional parking space to the Landlord in the Central Business

- 3 -

District of the City ("Additional Parking"). The Additional Parking space must be in a location that is accessible by the public and of a similar condition as the parking spaces being developed in the Drawing pursuant to this Agreement.

- i. There shall not be any rent charged by the Tenant to the Landlord for any Additional Parking spaces.
- j. Each Additional Parking space that is provided for a one (1) year period will entitle the Tenant to one (1) additional month of lease of the parking spaces identified as #11-22 at a rental fee of One Dollar (\$1.00) per month. If the Tenant were to provide the Landlord with 12 Additional Parking spaces for one (1) year, the Tenant would be entitled to parking spaces #11-22 for one (1) additional year beyond the ten year term identified in paragraph 2. The Tenant may provide the Landlord with the Additional Parking spaces at any time after the first year of the Lease and this will be included in a calculation for the additional Lease term to begin after the 10th year of the Lease.
- k. The Landlord reserves the right to erect parking control devices or parking meters on the Additional Parking spaces, and any revenues generated from the Additional Parking spaces shall exclusively belong to the Landlord.
- l. The Landlord will commit to the paving of the parking spaces identified in the Drawing as #1-22 as funding and weather permits on or before the 3rd calendar year following completion of the construction of the parking spaces.

GENERAL COVENANTS

- 7.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:
 - i. for quiet enjoyment; and
 - ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

- 8.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property. This includes the improvements that will required in the Anderson Engineering Consultants Ltd Project #181485 Drawing number C1.1 dated January 21, 2018 (or as amended and approved by the Landlord)

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- b. The Tenant shall not place any structures or erections upon the Property without the prior written consent of the Landlord.

INSURANCE

9.

- a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Tenant shall promptly furnish to the Landlord copies of insurance policies or other evidence satisfactory to the Landlord of such insurance and any renewals thereof
- b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
- c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

- 10. The Tenant shall in all respects abide by and comply with all applicable statutes, regulations, and by-laws, including any rules and regulations relating to parking or to the operation of a deck, in any manner affecting the Property including, without limitation, all by-laws, rules and regulations of the City of Corner Brook.

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

- 11. The Tenant shall not have the right to assign this Lease and transfer or sublease the whole or any part of the Property, or to license third parties to use the Property or any portion thereof.

ACCESS BY LANDLORD

- 12. The Tenant shall permit the Landlord, its servants or agents, full and free access to any part of the Property, with or without vehicles or equipment, to do any manner or thing, which the Landlord is entitled to do under the terms of its incorporating legislation and in order to view and inspect the state of repair of the Property.

EASEMENTS/UTILITIES

13. This leasehold is subject to any Easements used and/or granted by The Landlord, said lines or infrastructure to be protected at all times by a depth of cover of not less than the depth of cover that exists as of the date of signing of this Indenture and subject to the Landlord and any agency (whether governmental or otherwise) owning or operating a water and/or sewer system, or a public utility as that term is defined in the *Public Utilities Acquisition of Lands Act, RSNL 1990 Ch P-48*, or a transmission facility as that term is defined in the *Telecommunications Act, S.C. 1993 ch. 38*, and their respective successors and assigns shall have the right:

- a. To install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Property as part of, appurtenant to or in connection with any such public utility, and
- b. by their respective officers, employees, agents and contractors, to enter upon the Property, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (a) hereof."

Provided however, that nothing stated herein shall be construed as having diminished any other rights the Landlord has under the *City of Corner Brook Act* or any similar or successor legislation in relation to construction and/or maintenance and repair of water, storm and sewage systems and the Landlord retains the right to conduct any work it deems necessary or desirable on the Property in relation to water, storm and sewage without any compensation whatsoever to the Tenant including but not limited to compensation for any damage to the Property and for any inconvenience or loss of income or profit to the Tenant resulting therefrom.

MAINTENANCE AND REPAIR

14. The Tenant shall at all times keep the Property in the repair and condition as at the completion of the construction of the parking spaces
- a. The Tenant shall not, during the currency of this Lease, do, suffer or permit to be done any act or thing which may impair, damage or injure the Property or any part thereof beyond the repair and condition at the commencement of this Lease and the Tenant agrees to keep the Property in a clean and orderly condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate in the Property, all to the satisfaction of the Landlord;
 - b. Upon termination of the tenancy, at its own risk and expense, to remove from the Property within 30 days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Property neat, clean, level and free of all waste material, debris and rubbish, all to the Landlord's satisfaction, and
 - c. That upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within 10 days after written notice requiring such

- 6 -

compliance is given by the Landlord to the Tenant, the Landlord may enter the Property and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing and in arrears.

- d. The tenant must not remove any fixture or chattels without the written consent of the Landlord.

NUISANCE

15.

- a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
- b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property, except as approved in writing by the Landlord

INDEMNIFICATION

16.

- a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
- b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

- 17. No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time or times in respect of any covenant, or condition of this Lease herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Landlord in respect of any continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Landlord save only express waiver in writing. All rights and remedies of the Landlord contained in this Lease shall be cumulative and not alternative.

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

18. If the Tenant fails to perform an obligation of the Tenant under this Lease, the Landlord may perform the obligation and for that purpose may enter upon the Property on not less than three days prior notice to the Tenant or without notice in the case of an emergency and do such things upon or in respect of the Property may be reasonably necessary. Any costs incurred by the Landlord performing an obligation of the Tenant under this lease shall be invoiced to the Tenant, who shall be held liable for payment of the invoice.

EFFECT OF LEASE

19. This Lease and everything herein contained shall operate and take effect to the benefit of and be binding upon the administrators, successors and lawful assigns, as the case may be of each of the parties hereto.

REMEDIES GENERALLY

20. Any mention in this Lease of a particular remedy of the Landlord in respect of default by the Tenant does not preclude the Landlord from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Lease.

HEADINGS

21. Any note appearing as a heading in this Lease has been inserted for convenience and reference only and cannot define, limit or expand the scope or meaning of this Lease or any of its provisions.

NOTICES

- 22.
- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:
Attn: City Clerk
City of Corner Brook
P.O. Box 1080
Corner Brook, NL
A2H 6E1

Telecopier Number: (709) 637-1543

or such other address as the Landlord may advise the Tenant in writing.
 - b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

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78117 Newfoundland & Labrador Limited
 112 Trans-Canada Highway
 Deer Lake, NL Canada
 A8A

2E4

or such other address as the Tenant may advise the Landlord in writing.

Any notice given to either party hereto shall be effectively given if sent by Canada Post regular letter mail to the Tenant or addressed to the party at its address as indicated above or hand delivered to the Tenant by a representative of the City of Corner Brook.

GOVERNING LAW

23. This Lease shall be governed by the laws of the Province of Newfoundland and Labrador.

END OF LEASE

24.

- a. The term of the lease shall be a period of ten (10) years commencing on April 30, 2019 and terminating on April 30, 2029 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.
- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in this Agreement, either party may at any time terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. If terminated by the Tenant, the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof.

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If terminated by the Landlord prior to expiry of the 10 year term of lease, the Landlord shall pay to the Tenant as full and final compensation for all improvements made by the Tenant to the Property the sum of \$1,583.33 for each month that remains in the term of Lease at termination. At the end of the Lease, whether by expiry or termination, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the completion of the parking lots as set out in the Drawing to the Landlord's satisfaction.

PROVISION SEPARATELY VALID

25. If any covenant, obligation, agreement, term or condition of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

INTEREST CHARGES

26. All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the day next following the falling due thereof, at a rate of 10.5% per annum until the actual date of payment.

LEGAL COSTS

27. The Tenant shall pay to the Landlord all the Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Property, except to the extent that the Landlord is not successful therein.

ENTIRE AGREEMENT

28. The Landlord and the Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

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

A Commissioner for Oaths in and for the Province of Newfoundland and Labrador. My Commission expires on December 31, 2019.

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THE CORPORATE SEAL of the Landlord was hereto affixed in the presence of:

THE CITY OF CORNER BROOK

Notary Public/Commissioner for Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

THE CORPORATE SEAL of the Tenant was hereto affixed in the presence of:

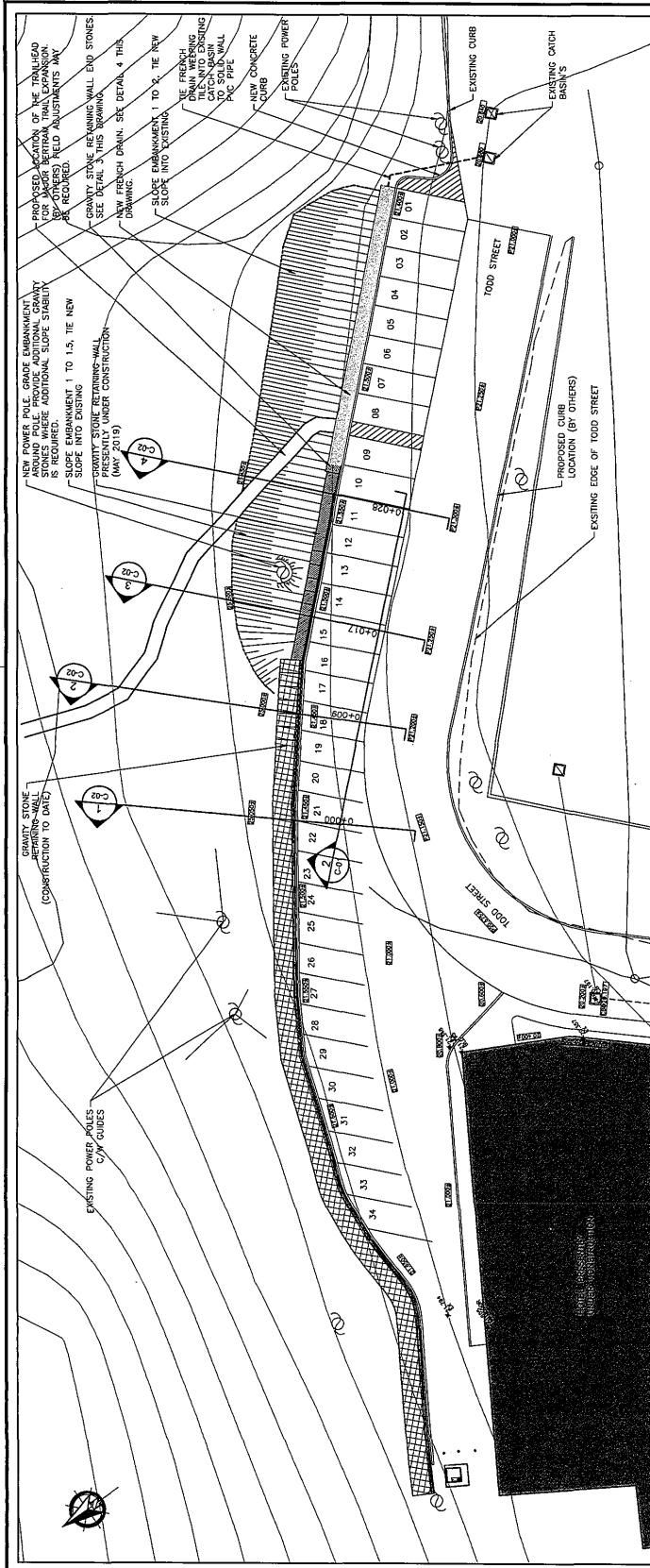
78117 NEWFOUNDLAND & LABRADOR LIMITED

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Darcy Major

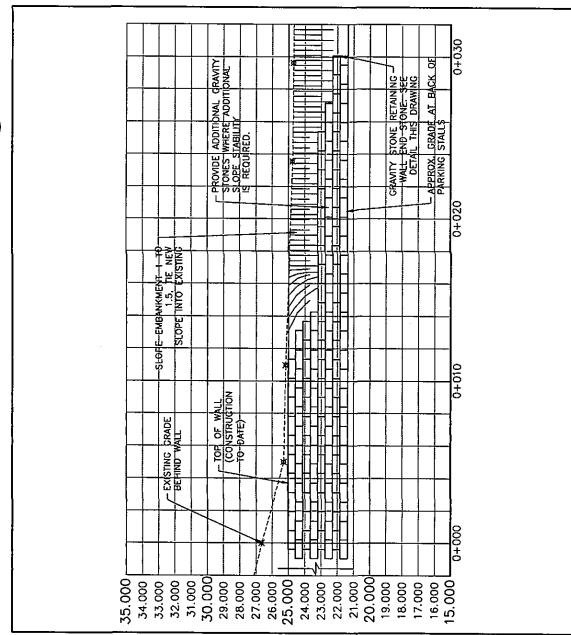
**A Commissioner of Oaths
In and for the Province of Newfoundland and Labrador
My commission expires on December 31, 2022**

SCHEDULE A



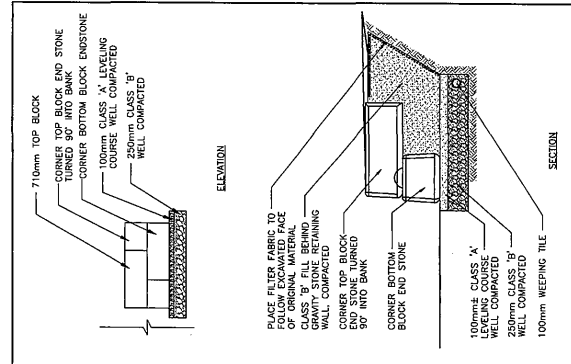
SITE PLAN

SCALE: 1:200



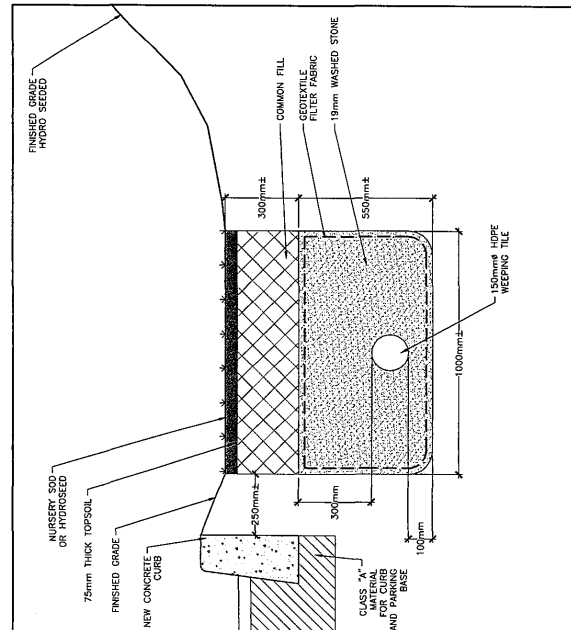
PARTIAL WALL ELEVATION

SCALE: 1:150



RETAINING WALL END DETAIL

SCALE: 1:30



FRENCH DRAIN DETAIL

SCALE: 1:10

PROVINCE OF NEWFOUNDLAND PEMBA HENDER Professional Engineer No. 12345 (1997) 1234-5678		designed by: checked by: approved by: date: 11/09/19	
NOTES: 1. FIELD CONDITIONS MAY NECESSITATE STONES FOR THE NEW RETAINING WALL. LEGEND: 20.576 - EXISTING GRADES 21.5001 - PROPOSED FINISHED GRADES 22.5001 - PROPOSED TODD STREET GRADES NOTE: NOT DESIGNED		A - DETAIL SECTION B - DIA. NO. WHERE DETAILED	
03 SITE GRADING 1/05/19 02 FIELD ADJUSTMENTS 29/05/19 01 PRELIMINARY DESIGN 01/06/19 NO. OF REVISIONS DATE		anderson engineering consultants Ltd. 3 UNION STREET, SUITE 103, CORNER BROOK, NEWFOUNDLAND, CANADA, A1A 2E4 TEL: (709) 564-8844 FAX: (709) 564-8845	
CLIENT: MAJOR'S LOGGING 112 T.C.H. DEER LAKE, NL A8A 2E4			
PROJECT: HOTEL DEVELOPMENT PARKING LOT RETAINING WALL			
DRAWING TITLE: NEW RETAINING WALL SITE PLAN AND PARTIAL WALL ELEVATION			
DRAWN BY: J.A.L. DEVELOPED BY: W.J. ANDERSON PROJECT NO.: 181485		DATE: 11/09/19 SCALE: AS SHOWN	
DRAWING NO.: C-01		REV. NO.: 03	

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SCHEDULE "B"


NOTICE TO QUIT

The City of Corner Brook (CCB) hereby gives notice to **78117 Newfoundland & Labrador Limited** to quit occupation of the Property located West Street In the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ____ day of _____, 20__ in accordance with clause(s) ____ of the Agreement between CCB and _____ dated _____.

Dated this ____ day of _____ 20__.

Signed on behalf of CCB by:

City Manager-City of Corner Brook

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: Winter Carnival Update	
Report Information	
Department: Recreation Services	Attachments:
Prepared By: Dale Park	Council Meeting Date: February 15, 2021

Topic: *Winter Carnival Event Update*

Background: Every year the City of Corner Brook participates in the Winter Carnival event hosted in the City. This event is ran by volunteers on the Winter Carnival Committee, however the City would typically host and sponsor an event. To keep the spirit of the Winter Carnival alive, the City of Corner Brook and the Winter Carnival Committee are introducing the following activities which will take place over the long weekend (February 19th - 22nd):

- The Winter Carnival Committee are encouraging residents to decorate their homes and build snow sculptures which will be judged on February 22nd. Residents can participate by taking a picture of their sculpture and sending it to the carnival committee with their civic address at cbwc@nf.aibn.com or by calling 632-5343.
- The carnival committee are also encouraging residents to keep the spirit of the festival alive by doing common carnival activities like making a baked bean meal, making chili, face painting and other things. These prompts will come from social media throughout the week.
- The City of Corner Brook will have a photo contest organized by our Recreation department starting on Friday the 19th. Just as we did this past summer, residents will be encouraged to explore the City with their bubble and post photos of the locations by the end of the day on February 22nd. More details to come this week.

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

City Manager's Report

Council Meeting Date: 15 February, 2021



Subject: Cormorant Low-Angle Search and Rescue Exercises – Corner Brook

Background:

The City Manager has approved a request by 103 Search and Rescue Squadron, 9 Wing Gander to conduct low-level CH149 Cormorant Helicopter search and rescue exercises in the Corner Brook area. This will occur within the City limits during February 24th to March 5th, 2021, in accordance with all applicable aviation safety regulations.

As per their request, the City will provide the logistical support of ensuring the Massey Drive Helicopter landing pad is clear of snow and the roadway to Captain Cook's lookout is accessible by their vehicles. Our Director of Protective Services, Todd Flynn, will be the point person from the City. He can be reached at telephone 709-637-1570 or email tflynn@cornerbrook.com.

Subject: Signed Delegation of Authorities

Background:

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

As stipulated by resolution of Council a summary of approved transactions are outlined below:

Date	Project	Summary	Dollar Value
29 Jan-21	DOA - Investigation on Concrete Sills at City Hall	Additional engineering services for Phase 1 repairs on concrete sills at Corner Brook City Hall.	\$3,413.20
29 Jan-21	DOA - Woodman's Ave Culvert Replacement - Change Order 5	Supply/ install two 500 mm diameter D.I. sleeve couplings for temporary by-pass line at the cost of \$2, 640 + HST each, or \$6,072.00 total as quoted to AECL.	\$6,072.00


Delegation of Authority Resolution - Approved August 20, 2018

18-223 Delegation of Authority

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

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

MOTION CARRIED.

	<p align="center">City of Corner Brook Information Report (IR)</p>
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Subject Matter: COVID-19 Update	
Report Information	
Department: City Manager's Office	Attachments:
Prepared By: Ryan Butt	Council Meeting Date: February 15, 2021

Topic: *City COVID-19 Update*

The following measures are in effect until further notice:

- City Hall is closed to the public;
- The City Fire Hall is closed to the public;
- The Water Treatment Plant is closed to the public;
- The Public Works Depot is closed to the public, and staff will operate on a call-in basis;
- The Corner Brook Civic Centre is closed to the public.

Outdoor playgrounds are closed to the public, however our trail network remains open. The CMOH encourages residents to get outside during lockdown for our well-being and mental health.

The Adopt-A-Hydrant program will continue.

Garbage pickup will remain on its regular schedule.

Transit will continue to operate with the following guidelines:

- Riders who exhibit flu-like symptoms will not be allowed to board the bus;
- Seats within six feet of the driver have been cordoned off;
- No more than **four** riders will be allowed on the bus at one time;
- Transit will cease operation between 12:00 p.m. to 1:00 p.m. to allow for further sanitizing;
- Riders are asked to use transit for essential trips only;
- As of August 24th, masks will be required on transit buses. Those without their own mask will not be allowed to board.

The Tax Payments deadline is on February 28th. Alert Level 5 has suspended in-person payments at City Hall, however we have more options for payment now than ever before: by mail, through telephone banking, online banking, credit card or by preauthorized payments. For further information about these options, contact Customer Service at 637-1500 or the Tax Collector at 637-1568 or go to www.cornerbrook.com/payment-options. Cheques can also be dropped off to our secure lock-box adjacent to the City Hall parking lot.



**City of Corner Brook
Information Report (IR)**

We'll continue to regularly update the City's COVID-19 webpage:
www.cornerbrook.com/covid-19-updates-for-corner-brook-residents.

For all the latest about provincial measure and guidelines residents should check
www.gov.nl.ca/covid-19 regularly.

Prepared by: Ryan Butt, Communications Officer

Supervisor: Marina Redmond

City Manager: Rodney Cumby

Date: February 15, 2021

	<p style="text-align: center;">City of Corner Brook Request for Decision (RFD)</p>
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Subject Matter: Municipal General Election- Alternate Voting Options	
Report Information	
Department: City Manager	Attachments: Memo from City Clerk on Election Process
Prepared By: City Clerk	Council Meeting Date: February 15, 2021

Issue: The Municipal General Election will take place September 28, 2021. Staff are recommending amendments to some election processes to allow for Alternate Voting options

Background: Staff have been evaluating the impact Covid could potentially have on our election processes. Subsequently, we have been consulting with Municipal Affairs and other municipalities in the province to identify and develop processes to safely facilitate the election with the goal of protecting the health and safety of election workers and voters.

There is a likelihood that the COVID-19 pandemic may affect voter turnout in the upcoming election as some voters may not feel safe attending a polling station in person. To address this issue and strive to increase voter participation, staff have been assessing alternate voting options including Vote By Mail, and increasing the number of advance polls. Changes to the Advance Poll option would require an amendment to the Municipal Election Act. Curbside voting and internet voting are other alternate voting options which but again would require an amendment to the Municipal Election Acts.

Section 54 of the Municipal Election Act provides authority for Council to pass a resolution authorizing a vote by mail process. Should Council wish to exercise this option Council will be required to enact regulations with respect to a mail-in system of voting to carry out the election. A regulation made under the Municipal Election Act applies to all elections for the council that made the regulation. A draft regulation has been prepared and will be subject to legal review. The Draft Regulation is attached.

Proposed Resolution: It is RESOLVED to authorize a vote by mail process for the municipal general election.

Recommendation: It is staff's recommendation to approve the Vote By Mail option. It is further agreed to lobby the province to implement amendments to the Municipal Election Act to provide alternate voting options including additional advance poll days, curbside voting and internet voting.

1. **Approve Vote By Mail voting.** This should help mitigate concerns of those residents concerned about attending a polling station on election day but will result in increased cost to run the election



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

2. **Reject Vote by Mail voting.** This would mean continuation of the traditional in-person voting process. Staff would continue to lobby for additional advance poll days and assess increasing polling stations on election day to alleviate large crowds and enhance social distancing protocols. Proxy voting would also continue to be an option.
3. Council direct staff to gather more information and that information be presented to Council.

Legal Review: The draft regulation will be reviewed by the City solicitor if the Vote by Mail process is approved.

Governance Implications: Approval of Vote By mail will require that Council approve a regulation governing the Vote by Mail process. A draft regulation has been prepared.

Budget/Financial Implications: An increased budget allocation will be required for the 2021 municipal election. The Vote By Mail voting process will cost in the vicinity of \$25,000. Due to the pandemic there will be additional expenditures to purchase personal protective equipment, sanitation supplies, along with the additional staffing.

Environmental Implications: n/a

Prepared by: City Clerk
City Manager: Rodney Cumby
Date: Feb 12, 2021

Additional Comments by City Manager:

**Office of the
City Manager**

Memo

To: City Manager
From: Marina Redmond, City Clerk
Date: 2021-02-12
Re: Municipal General Election

The Municipal General Election is scheduled for 28 September 2021. Staff have been evaluating the impact covid could potentially have on our election processes. Subsequently, we have been consulting with Municipal Affairs and other “urban” municipalities in the province to identify and develop processes to safely facilitate the election to protect the health and safety of election workers and voters.

There is a likelihood that the COVID-19 pandemic may affect voter turnout in the upcoming election as some voters may not feel safe attending a polling station in person. To address this issue and strive to increase voter participation, staff is proposing some changes to election processes including the option of Vote By Mail. This option would provide voters with an additional method to safely exercise their right to vote.

This report provides an overview of the election processes that are being considered, based on current public health restrictions, aimed at protecting the health of residents. It is unknown at this point what risk factors will remain in September and ongoing processes will continue to be reassessed based upon public health orders.

IMPACTS

Social Distancing/Covid

Planning for the 2021 Municipal Election will be based on safety protocols suggested by the Chief Medical Officer of Health. The safety of election workers and voters is a priority and staff will strive to ensure voter's needs are met. In addition to traditional voting, the following is proposed to help safeguard all voters in their ability to exercise their voting right in the upcoming election:

Mail-in Ballot

Section 54 of the Municipal Election Act provides authority for Council to pass a resolution authorizing a vote by mail process. Should Council wish to exercise this option Council will be required to enact regulations with respect to a mail-in system of voting to carry out the election.

A regulation made under the Municipal Election Act applies to all elections for the council that made the regulation

The Vote by Mail option should help alleviate some resident's concerns of visiting a polling station due to COVID. Additionally, it will provide optimum opportunity to residents to exercise their democratic right.

The City of St. John's has been successfully using the Vote By Mail process since 2001. Similar to every election process they have experienced some challenges. The major area of criticism include:

- Error on the Voting List
- Ballots being sent to wrong address
- Perceptions of fraudulent activity
- Environmentally unfriendly due to paper requirements
- Expensive (paper and postage requirements)
- Increased staffing

According to feedback from election officials in St. John's the benefits of Vote By Mail outweigh the challenges.

Safety Measures

1. All Regular and Advance Polls will encourage proper social distancing measures with floor decals and voters will be directed through the poll in a streamlined fashion.
2. All Election Workers will be provided with personal protective equipment (PPE) and sanitization products.
3. Each poll will be assigned door greeters/monitors
4. Each poll location will be provided with custodial staff.
5. Masks will be required to be worn indoors for voters, staff and scrutineers
6. One-way entrance and exit(all accessible)
7. Single use pencils. Voters will be provided with a pencil to vote which they can keep or dispose of or return to poll attendant by placing in a reusable bag.
8. Voting booth will be sanitized after every voter.
9. If approved Mobile Polls will be given the opportunity to have an in-person poll or to take part in the mail-in ballot process.

Advance Poll

Section 26 of the Municipal Election Act provides authority for a municipality to hold an advance poll for the municipal election. Traditionally, the City of Corner Brook has held one advance polls, however given the pandemic it is recommended to hold two or more advance polls. Currently, the Act only allows municipalities to hold a maximum of two advance polls, however we will be lobbying the province to provide authority to hold additional advance polls over and above the two advance polls days permitted in the legislation. This should help alleviate social distancing concerns by providing more opportunity for residents to vote. It is proposed to hold the advance poll at the Corner Brook Civic Center. This location has ample parking, physical space and meets accessibility requirements

Mobile Polls

Election staff will reach out to our Mobile Poll locations to better understand their specific policies, situations and requirements and how we can work with them to accommodate their residents with voting in the fall election. Because many of the locations have restrictions we are proposing taking a hybrid

approach to facilitating their votes. Mobile Polls will be given the opportunity to have an in-person poll or to take part in the mail-in ballot process (if approved).

Financial Impact

If the Vote By Mail option is approved it will increase the cost of running the election. City staff will have to avail of external resources to implement the Vote By Mail option including:

- a contract with Canada Post for the distribution and return of the Vote by Mail kits
- a contract with an external source for the preparation of the vote by mail kits and availing of software to host the voter's list.

Based upon the recent St. John's municipal by-election the additional cost of Vote By Mail could be in the vicinity of 25,000

Additionally, due to Covid protocols additional staffing and supplies will be required. At this stage, the additional cost has not been finalized but could be in excess of \$5,000. Staff continues to evaluate the Vote By Mail option to determine how it will affect our election worker staffing levels versus the traditional polling stations set-up. At this point due to covid concerns it is anticipated the same number of workers will be used. Workers will be reassigned to implement public safety order (safe social distancing, sanitization).

Policy/Strategic Impact

With each election, the goal is to improve the fairness and effectiveness of existing systems while creating consistency for the public. This election year will see many changes due to the pandemic; the goal is to continue to provide voters with every available option to exercise their right to vote in the fall. Staff are collaborating with municipalities across the province on a regular basis to collectively improve processes and address challenges with COVID-19.

Legal Impact

If the option of Vote by Mail is approved, Council will have to approve a regulation "A Vote By Mail"

There are no environmental, other implications or considerations.

OTHER OPTIONS

Accessibility Options

In addition to the Vote by Mail, staff have also been assessing options to enhance accessibility options for the electorate. Some options which are being investigated which would help facilitate privacy of voting for those with visual impairment include providing magnifying glasses at polling stations, braille ballots, ballots with a larger font.

Communications

City Clerk staff have been collaborating to develop consistent messaging to the public around COVID-19 and the municipal election. Proper signage will be posted at all Advance and Regular Polls to ensure voters are aware of safe distancing protocols and sanitization measures in place. The City's website, will be continuously updated to reflect the message of the Public Health Orders in place by the Chief Medical Officer of Health. If approved Mail-in ballots will be promoted and encouraged as a main method of voting to reduce the amount of in-person voting at the polls this fall. This should assist in preventing large gatherings at each poll to help stop the spread of COVID-19. We will also be lobbying the province to allow for more additional options for Advance Polls.

Additionally, the development of a communications strategy will be developed to inform candidates, election officials and the general public on the 2021 Municipal Election process. Communications for the election will directly serve the goals of making the voting process clear for eligible voters and the running process clear for potential candidates. There will be increased communication efforts and information provided via the city's website and social media as well as traditional media so that as many residents as possible are reached.

CONCLUSION

Recommendations in this report will require City Council Approval. Specifically Council will be required to make a decision on:

- Vote By Mail
- Increasing the budget allocation for the municipal election

Vote By Mail

Council has the option to approve or reject the proposed mail-in ballot process:

- **Rejection** of the process would mean continuation of the traditional in-person voting process. Staff would continue to lobby for additional advance poll days and assess increasing polling stations on election day to alleviate large crowds and enhance social distancing protocols. Additional advance polls and polling stations will result in increased costs for rental of facilities and staffing, however we may be able to utilize some of our existing City hall staff to act as election officials during the advance poll period to help reduce cost.
- **Approval** of Vote By Mail should help mitigate concerns of those residents concerned about attending a polling station on election day but will result in increased cost to run the election.

Budget Allocation

Due to the pandemic it is anticipated an increased funding allocation will be required for the 2021 municipal election. In addition to the additional cost of Vote By Mail if approved additional funding will be required to address safety measures associated with the pandemic:

- additional supplies will have to be purchased
- additional staffing may also be required to ensure safety measures are enforced

CITY OF CORNER BROOK
“MUNICIPAL ELECTION VOTE BY MAIL” REGULATION, 2021

Pursuant to the powers vested in it under the Municipal Elections Act, Stats. NF 2001, c. M-20.2 as amended and all other enabling powers, the Council of the City of Corner Brook hereby adopts and enacts “MUNICIPAL ELECTION VOTE BY MAIL” Regulations:

Title

1. These Regulations may be cited as the City of Corner Brook Municipal Elections Vote by Mail Regulations, 2021.

Rules

2. The Returning Officer shall:
 - a. Appoint in writing, election officials as may be required to conduct the municipal election;
 - b. Establish and maintain a secure vault into which the Return Envelopes and the Ballot Envelopes shall be place until the time specified for the counting of ballots;
 - c. Establish and maintain until 8:00 p.m. on election day a site for the deposit of Return Envelopes and Ballot Envelopes;
 - d. Establish and maintain an Elections Office for corrections and additions to or deletions from the Voter’s List;
3. The Returning Officer shall provide, in addition to the site required in section 3(c), additional polling stations for the deposit of Return Envelopes and Ballot Envelopes. Such additional sites shall be accessible only between 8:00 a.m. and 8:00 p.m. on election day and shall be supervised by elections officials as determined by the Returning Officer
4.
 - a. The Procedures for the conduct of the municipal election are specified in Appendix A, hereto annexed, which forms part of this regulation.
 - b. Notwithstanding the foregoing, the Returning Officer, may, with prior Ministerial approval, vary the procedures from time to time as they deem appropriate to ensure the efficiency and integrity of the municipal election.
 - c. Persons appointed by the Returning Officer as election officers shall carry out their duties as specified in the procedures contained in Appendix A.
5. A Voter’s Kit shall be mailed to each eligible voter who registers to receive one and shall contain the following:
 - a. Voting Instruction Sheet;
 - b. Voter Declaration Form;
 - c. Ballot;
 - d. Return Envelope;
 - e. Ballot Envelope; and

- f. Such further enclosures as the Returning Officer may deem necessary or appropriate.
6. Each voter has the responsibility of completing their ballot in accordance with all applicable legislation and returning it to the Returning Officer by mail or hand delivery at City Hall by 8:00 p.m. on Election Day.
7. [Section 27 and 34](#) of the Municipal Elections Act, Stats. NF 2001, c. M-20.2 shall have no application to a municipal election in the City of Corner Brook.
8. The City of Corner Brook shall enter into any/all contracts necessary to conduct the election in accordance with this regulation, including but not limited to, the Canada Post Corporation.
9. Any person who contravenes this Regulation shall be guilty of an offence and liable upon conviction to a penalty as provide in the Municipal Elections Act, Stats. NF 2001, c. M-20.2

APPENDIX A

City of Corner Brook Municipal Election Vote by Mail Regulation: Procedure for the Conduct of the Vote by Mail Election in the City of Corner Brook

1. The Returning Officer shall design and implement a multi-media voter information program during the six month period prior to Election Day.
2. The official “Voter’s Kit” will be sent to all voters on the Voter’s List who register to receive one; no later than 10 days after the close of the nomination period.
3. Immediately upon receipt of the Voter’s Kit, a voter may return his/her Return Envelope and Ballot Envelope by mail in accordance with the final deadline - as determined by Canada Post Corporation - which will ensure delivery to the City of Corner Brook by 8:00 p.m. on election day.
4. Voters will also have the option to drop their Return Envelope and Ballot Envelope into the Drop Box situated outside City Hall 24 hours a day up to 8:00 p.m. election day.
5. Voters who do not need to be sworn in may drop their Return Envelope and Ballot Envelope to the Polling Station between 8:00 a.m. to 8:00 p.m. on Election Day. The Returning Officer shall determine the number of Polling Stations that may be set up for Election Day.
6. To ensure prompt delivery of all Return Envelopes to the appropriate location, a separate postal box shall be secured and shall remain separate from any and all other postal addresses utilized by the City of Corner Brook.
7. Immediately following the distribution of Voters’ Kits to the electorate, the Returning Officer shall put in place personnel for the tracking of which voters have returned their Ballot Envelopes.
8. The Returning Officer shall ensure the appropriate level of staffing for the Polling Stations.
9. The Returning Officer may use any currently available electronic and/or manual processes to separate the Voter Declaration Form from the Ballot Envelope and match the Voter Declaration Forms to the Voter’s List.
10. The separated Ballot Envelopes and Voters’ Declaration Forms shall be held in a secure location.
11. All Voters’ Kits will be imprinted with “RETURN TO SENDER IF UNDELIVERED TO ADDRESSEE”. Upon receipt of these returned non-delivered Kits, adjustments will be made to the Voter’s List to advise that the Voter’s Kit has been returned to the election office. All returned Voters’ Kits in this category will be held in a secure location.
12. The Returning Officer may use any currently available electronic and/or manual process to conduct the counting of ballots.
13. The areas designated as counting areas on Election Day shall be closed to all personnel other than those necessary for the conduct of the count of ballots and security personnel shall be posted at each counting area to ensure restricted entry and secrecy of the results is maintained until 8:00 p.m. on Election Day. Election staff will be sequestered in the counting areas on Election Day from the commencement of the count until all ballots have been opened and counted.

14. Access to the counting areas shall be at the discretion of the Returning Officer and shall require an approved access pass.
15. No cellphones or similar electronic communications equipment shall be allowed in the counting areas at any time during the counting of ballots.
16. A final Canada Post pick up will take place at 8:00 p.m. on Election Day, under the direction and control of the Returning Officer and the Return Envelopes obtained at that time shall be brought directly to City Hall for distribution to the appropriate counting areas.
17. All Return Envelopes received at Canada Post after 8:00 p.m. on Election Day, shall be date and time stamped by Canada Post and returned to the City of Corner Brook where they will be retained in a secure location pending any recount.
18. The following procedure will be used in the Polling Stations;
 - a. The Polling Stations shall open at 8:00 a.m. and close 8:00 p.m. on election day;
 - b. The Deputy Returning Officer will be empowered to swear in voters who are not on the Voter's List and who complete the Oath or Affirmation of Voter form and provide the appropriate identification.
19. Each Polling Station will be provided with the following;
 - a. A copy of the Voter's List as updated to the close of the business day immediately preceding election day
 - b. A supply of Voter's Kits
 - c. A supply of the Oath or Affirmation of Voter forms
 - d. Voting screen (complete with Voters Instructions attached thereto)
 - e. Ballot boxes – those marked for completed Voters' Kits and those marked for Ballots only
 - f. Street Key
 - g. All necessary stationary supplies as required.
20. Eligible voters not included on the Voter's List can be sworn in and receive their Voter's Kit at City Hall from 9:00 a.m. to 4:30 p.m., Monday to Friday, up to the day immediately preceding election day upon completing Oath or Affirmation of Voter form and providing the necessary identification. No swearing in of voters will take place at City Hall on Election Day.
21. On Election Day, a voter not included on the Voter's List must be sworn in at the Polling Station located in his/her own designated Polling Station.
22. In the event a voter is sworn in at a Polling Station, the completed application forms will be held by the Deputy Returning Officer. The voter shall be sworn in, added to the Voter's List, sign a Voter Declaration Form, to be scanned by the returning officer, and be provided with a ballot only. The voter shall then proceed to the screened areas to complete their ballot and deposit it into the sealed ballot box provided.
23. Secure transport of ballot boxes from Polling Stations to City Hall will be conducted under the supervision of the Returning Officer and will take place on a continuing basis until 8:00 p.m. on Election Day or until all completed kits and ballots deposited by 8:00 p.m. on Election Day are collected.
24. All Return Envelopes from the Polling Stations will be sorted and tabulated at City Hall.

25. All completed application forms taken at the Polling Stations will be transported to City Hall on a continual basis along with the sealed ballot boxes. Upon arrival at City Hall, the application forms will be provided to election officials for verification purposes.
26. Candidates are entitled to have one agent present at each Polling Station and one agent present during the counting of ballots. Authorized agents are subject to the following rules:
 - a. Agents will conduct themselves in a professional manner.
 - b. Agents will remain silent and not interfere with the activities of the election workers.
 - c. Agents will address all questions to the Returning Officer or Deputy Returning Officer and will comply with their directions.
 - d. Agents will be provided with an access pass and must wear it at all times while in the Polling Stations or in the counting area.
 - e. Agents may not handle any ballots or election material
 - f. Agents must keep confidential and not divulge election results until after 8:00 p.m. on Election Day.
 - g. Agents must acknowledge, in writing, their agreement to observe the above noted rules.
 - h. Failure to observe the above stated rules shall result in the agent being removed from the Polling Station and/or counting area.

Mayor

City Clerk

1st Reading:

2nd Reading:

Published in Western Star: