



## **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 **September 20, 2022** at **7:00 p.m.** **Council Chambers, City Hall.**

---

CITY CLERK

---

Page

- |          |   |
|----------|---|
| <b>1</b> | <b>CALL MEETING TO ORDER</b>  |
| <b>2</b> | <b>APPROVALS</b>  |
|          | 2.1 Approval of Agenda  |
| 3 - 5    | 2.2 Approval of Minutes [Regular Meeting August 15, 2022]                           |
| 7 - 8    | 2.3 Confirmation of Minutes   |
| <b>3</b> | <b>BUSINESS ARISING FROM MINUTES</b>  |
|          | 3.1 Business Arising From Minutes   |
| <b>4</b> | <b>CORRESPONDENCE/PROCLAMATIONS/PETITIONS/</b>                                      |
| 9 - 12   | 4.1 Proclamations and Events  |
| <b>5</b> | <b>PLANNING AND DEVELOPMENT</b>   |
| 13 - 16  | 5.1 Discretionary Use - Home Based Business - 35 Country Road                       |
| 17 - 20  | 5.2 Discretionary Use - Home Child Care - 2 Spencer Street                          |
| 21 - 24  | 5.3 Discretionary Use SPA Business at 26 Union Street)                              |
| 25 - 28  | 5.4 Confirmation of Order - Pratt Street Subdivision                                |
| <b>6</b> | <b>TENDERS</b>  |
| 29 - 34  | 6.1 Supply of Phosphates for Corrosion Control 2022-28                              |
| 35 - 40  | 6.2 Supply of Water Treatment Chemicals - Polyaluminum Chloride Coagulant - 2022-26 |

Page

41 - 45	6.3	Supply of Water Treatment Chemicals - Soda Ash 2022-25
47 - 52	6.4	Civic Center Snow Clearing 2022-27
53	6.5	Supply of Winter Sand
7		<b>COMMUNITY, ENGINEERING, DEVELOPMENT &amp; PLANNING</b>
55 - 60	7.1	Citadel Drive PRV Rehabilitation - Change Order No. 1
61 - 96	7.2	Smart Card System Approval Letter 17-PT-23-00001
97 - 114	7.3	Agreement Urve Manual – Atrium Artwork Project.
115 - 116	7.4	Update on Transit Route at Long Term Care Centre
8		<b>COUNCIL</b>
117	8.1	National Day for Truth and Reconciliation, September 30, 2022
119	8.2	Public Budget Consultation
9		<b>ADJOURNMENT</b>
		The meeting adjourned at

**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 15 AUGUST, 2022 AT 12:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Councillors:	V. Granter	D. Charters, Director Community Engineering
	B. Griffin	Development and Planning
	P. Keeping	T. Flynn, Director of Protective Services
	C. Pender	M. Redmond, City Clerk
		J. Alexander, Seargent-At-Arms
		<b><i>Director of Finance and Administration - vacant</i></b>
		<b><i>Director of Public Works Water and Wastewater- vacant</i></b>

Absent with Regrets: Deputy Mayor Chaisson and Councillor Gill

**22-127 Call Meeting to Order**

The meeting was called to order at 12 noon.

Councillor Griffin inquired on the status of a complaint he submitted in May against another member of Council. Mayor Parsons commented the complaint will be dealt with in accordance with the Code of Conduct Policy. He stated he will follow-up with the City Manager on the matter.

**22-128 Approval of Agenda**

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

**22-129 Approval of Minutes**

On motion by Councillor C. Pender, seconded by Councillor P. Keeping, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of July 18, 2022. **MOTION CARRIED.**

**22-130 Business Arising From Minutes**

No items were brought forward.

**22-131 Supply of Equipment - One AWD/4WD Hybrid Sport Utility Vehicle**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **RESOLVED** to accept the bid of \$36,506.75 (taxes included) by Hickman Motors Ltd. for the supply of one AWD/4WD Sport Utility Vehicle. **MOTION CARRIED.**

**22-132 Corner Brook Transit Contract**

On motion by Councillor B. Griffin, seconded by Councillor P. Keeping, it is **RESOLVED** to award the contract for the operation of the Corner Brook Transit to Buckle Busing Ltd. beginning September 1, 2022 for a five (5) year period, at a total cost of \$2,582,900 (HST included). **MOTION CARRIED.**

There was some discussion regarding the transit route to the new long-term care facility. The Director of Community Engineering Development and Planning commented that staff is reviewing options to meet Council's directive but this will be outside of the transit contract.

There was also discussion regarding accessibility improvements to the transit contract. The Director of Community Engineering Development and Planning stated in order to conduct accessibility improvements work will be required at the bus stops. It was further noted that changes to the contract will require additional funding.

**22-133 Mount Bernard Avenue 2022-20**

On motion by Councillor P. Keeping, seconded by Councillor V. Granter, it is **RESOLVED** to award contract 2022-20 - Mount Bernard Avenue Reconstruction Contract to Marine Contractors Inc. in the amount of \$10,436,308.65 **MOTION CARRIED.**

**22-134 Request to Lease City Land Adjacent to 39 Boones Road**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve the execution of the lease agreement between the City of Corner Brook and the resident of 39 Boone's Road for City land on Boone's Road as presented. **MOTION CARRIED.**

**22-135 St. Mary's Brook Box Culvert Rehabilitation Change Order 1**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** to approve Marine Contractor's Change Order No.1 for the St. Mary's Brook Culvert Rehabilitation for the amount of \$22,859.13 HST include. **MOTION CARRIED.**

**22-136 Corner Brook Regional Recreation Centre- Change Order**

On motion by Councillor P. Keeping, seconded by Councillor B. Griffin, it is **RESOLVED** to approve the change order for the relocation of the Fibre Op and Communication duct bank for the cost of \$71,680.73 (HST included) **MOTION CARRIED.**

**22-137 Council Travel Report**

Councillor Pender presented the Council Travel Report from January to June 2022. It was commented that staff has submitted refund requests related to FCM travel as a result of travel disruptions. Council will be updated on the status of the refund requests.

**22-138 Sponsorship for Independent Marine Ports of Atlantic Canada (IMPAC) AGM**

**Mayor Parsons declared a Conflict of Interest as he is a board member of the Corner Brook Port Authority and abstained from voting and**



**discussion on this agenda item. Councillor Pender chaired this portion of the meeting.**

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to approve sponsorship of \$2,000 to the Corner Brook Port Corporation for the IMPAC AGM 2022. **MOTION CARRIED.**

**22-139 Dementia Friendly Municipalities**

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is **RESOLVED** to support the collaboration initiative of becoming a Dementia-Friendly Community. **MOTION CARRIED.**

**22-140 Council and Standing Committee Meeting Schedule**

On motion by Councillor V. Granter, seconded by Councillor C. Pender, it is **RESOLVED** to approve the meeting schedule as attached with the following amendment:

- Committee meetings will be scheduled at the call of the Chair and Co-Chair.

**MOTION CARRIED. (Councillor B. Griffin voted against the motion).**

There was some discussion regarding the importance of scheduling the meetings well in advance to ensure arrangements can be made to notify appropriate staff and media in a timely manner. It was agreed that Committee Chairs will submit their proposed schedule to the Mayor and City Clerk.

**ADJOURNMENT**

The meeting adjourned at 12:50 p.m.

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

\_\_\_\_\_  
Mayor





# Request for Decision (RFD)

**Subject:** Ratification of Decisions

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** City Manager  
**Staff Contact:** Jessica Smith, Legislative Assistant  
**Topic Overview:**

## BACKGROUND INFORMATION:

In accordance with section 41 (3) of the City of Corner Brook Act, “Where a decision is made by the councilors at a privileged meeting, the decision, in order to be valid, shall be ratified at a public meeting of the council.”, the following minutes are being brought forward for ratification:

### Council in Committee Meeting - August 31, 2022

**CC22-024 - Approval of Agenda** - It is **RESOLVED** to approve the agenda as circulated.

**CC22-025 - Director of Finance and Administration Position** - It is **RESOLVED** to appoint the preferred candidate as the Director of Finance and Administration based upon the terms and conditions of the employment contract. It is **FURTHER RESOLVED** to approve the employment contract for the preferred candidate.

**CC22-026 - Approval and Execution of Agreement - Investing in Canada Infrastructure Program - 17-GI-23-00001 Mount Bernard Avenue Reconstruction** - It is **RESOLVED** to accept the cost-shared funding as outlined in the Department of Transportation project approval letter, project # 17-GI-23-00001, Mount Bernard Avenue Reconstruction with a total project value of \$11,442,569. It is **FURTHER RESOLVED** to provide the Ultimate Recipient share value of \$2,075,304 in funding for the project and authorize the Mayor and City Manager to enter into a funding agreement with the Department of Transportation and Infrastructure on behalf of the Corner Brook.

## PROPOSED RESOLUTION:

It is **RESOLVED** to ratify minute CC22-024 (Approval of Agenda)

It is **RESOLVED** to ratify minute CC22-025 (Director of Finance and Administration Position)

It is **RESOLVED** to ratify minute CC22-026 (Approval and Execution of Agreement - Investing in Canada Infrastructure Program - 17-GI-23-00001 Mount Bernard Avenue Reconstruction)

## GOVERNANCE IMPLICATIONS:

Legislation  
City of Corner Brook Act  
41(3)

Office Assistant 111

Approved - 15 Sep 2022

---

City Manager



# Information Report (IR)

**Subject:** Proclamations and Events

**To:** Marina Redmond  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** City Manager  
**Staff Contact:** Jessica Smith, Legislative Assistant  
**Topic Overview:** The City of Corner Brook often receives requests from various organizations to recognize significant days, weeks and months.  
**Attachments:** [Arthritis Month - September Signed Redacted](#)  
[FASD Proclamatin Signed Redacted](#)  
[Polycystic Kidney Disease Awareness Day](#)

## BACKGROUND INFORMATION:

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

- the month of **SEPTEMBER** is declared as **ARTHRITIS AWARENESS MONTH**;
- the month of **SEPTEMBER** is declared as **FETAL ALCOHOL SPECTRUM DISORDER (FASD) AWARENESS MONTH**
- **SEPTEMBER 4, 2022** is declared as **NATIONAL POLYCYSTIC KIDNEY DISEASE AWARENESS DAY**

**Legal Review:** No

Office Assistant 111

Approved - 15 Sep 2022

---

City Manager



## ARTHRITIS AWARENESS MONTH

### WHEREAS

Community support has been critical throughout the Arthritis Society's 74-year history, enabling the organization to fulfill its mission to fight the fire of arthritis with cutting-edge research, bold innovation, fiery advocacy, and evidence-based information and patient-centred support.

### WHEREAS

Arthritis is not *just* arthritis. Arthritis is serious. It causes debilitating pain, restricts mobility and diminishes quality of life. Six million Canadians – 1 in 5 – live every day with the fire of arthritis and there is no cure. Without a greater spotlight on this growing issue, the number of Canadians with arthritis will rise to nine million by 2040.

### WHEREAS

During Arthritis Awareness Month this September, we seek to raise voices and awareness, and we are encouraging everyone who lives with arthritis – and all those who know and love them – to fight the fire of arthritis.

### WHEREAS

The Arthritis Society is a Canada's national charity dedicated to extinguishing arthritis for good.

### THEREFORE

I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim the **month of September 2022** to be **Arthritis Awareness Month** in the City of Corner Brook, NL.

Mayor

# fasdATLANTIC

## Proclamation

### Fetal Alcohol Spectrum Disorder (FASD) Awareness Week September 2022

WHEREAS: Fetal Alcohol Spectrum Disorder (FASD) is a diagnostic term used to describe impacts on the brain and body of individuals prenatally exposed to alcohol. FASD is a lifelong disability. Individuals with FASD will experience some degree of challenges in their daily living, and need support with motor skills, physical health, learning, memory, attention, communication, emotional regulation, and social skills to reach their full potential. Each individual with FASD is unique and has areas of both strengths and challenges.

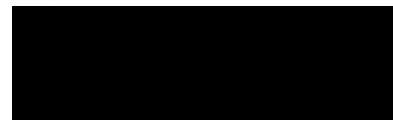
WHEREAS: fasdNL is a pan-provincial organization that educates, provides supports and resources, and raises awareness about fetal alcohol spectrum disorder (FASD) in Newfoundland and Labrador and Atlantic Canada; and

WHEREAS: fasdNL is leading a three-year FASD prevention, awareness, training, and collaborative action project in the four Atlantic provinces; and

WHEREAS: FASD Awareness week is devoted to raising awareness of fetal alcohol spectrum disorder (FASD) to improve prevention of FASD and diagnosis and support for individuals with FASD and broad public awareness helps to put FASD the 'map'; and

THEREFORE: I, **Mayor Jim Parsons**, do hereby proclaim the month of September, 2022 to be FASD Awareness Month, as cause/issue/special occasion etc. in the City of Corner Brook.

Signed at **City Hall, Corner Brook** on this **1<sup>st</sup>** day of **September, 2022**.



Mayor Jim Parsons

30 Bartle Place • Grand Falls-Windsor • NL • A2A 2J7

[contact@fasdnl.ca](mailto:contact@fasdnl.ca) 709-704-4244

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

@fasdNL



fasd NL



## **NATIONAL POLYCYSTIC KIDNEY DISEASE AWARENESS DAY**

**September 4, 2022**

**WHEREAS**, Polycystic kidney disease (PKD) causes abnormal cysts to develop and grow in the kidneys and the enlargement of cysts causes kidney function to decline. It equally affects men, women and children – regardless of geography or ethnic origin; and

**WHEREAS**, the PKD Foundation of Canada is the only national charitable organization dedicated to fighting PKD, a progressive, life-threatening genetic disease, through programs of research, advocacy, education, support and awareness in order to discover vital treatments and a cure for PKD and improve the lives of all it affects; and

**WHEREAS**, in September, walks will take place in several locations to honour friends, family and supporters impacted by PKD to help raise funds for research and improve the quality of life for those afflicted with PKD, including many Corner Brook residents; and

**THEREFORE**, I, Jim Parsons, Mayor of the City of Corner Brook, do hereby proclaim **September 4, 2022 National Polycystic Kidney Disease Awareness Day** in Corner Brook, NL.





# Request for Decision (RFD)

**Subject:** Discretionary Use - Home Based Business - 35 Country Road

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:**  
**Attachments:** [Memo to Deon - Home Based Business - 35 Country Road](#)  
[Application - 35 Country Road](#)

## BACKGROUND INFORMATION:

A notice was delivered to the residents in the immediate area of 35 Country Road indicating the proposed home based business (eye brow services - lamination, waxing & tinting). As a result of this notice, one submission (objection) was received by telephone. The concerns of the caller were increased traffic in the area (especially near the intersection) and parking concerns. The caller had concerns of possible future accidents. The dwelling contains a subsidiary apartment. Also, it is proposed to have one client visit the premises at a time. As a result, a total of two parking spaces are needed for the dwelling and the apartment. After speaking to the applicant, they indicated that there are plans to construct an extra parking space at this location. 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 subject to the extra parking space being constructed prior to the home based business commencing operation.

## PROPOSED RESOLUTION:

**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 35 Country Road in accordance with Regulation 11 - Discretionary Powers of Authority subject to an extra parking space being constructed prior to the home based business commencing operation.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations  
 City of Corner Brook Development Regulations  
 11

## RECOMMENDATION:

Staff recommends Option 1.

## ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 35 Country 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 35 Country 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.

Director of Community, Engineering, Development & Planning	Approved - 13 Sep 2022
Office Assistant 111	Approved - 14 Sep 2022
	Approved - 15 Sep 2022

---

City Manager

## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** 35 Country Road – Home Based Business  
**Date:** September 7, 2022

---

The City of Corner Brook has received an application to operate a home based business (personal services – eyebrow lamination, tinting & waxing) from the dwelling located at 35 Country 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 35 Country Road indicating the above mentioned request. As a result of this notice, the City received one submission (objection) by telephone. The concerns presented were increased traffic (especially near the intersection) and parking spaces. The caller had concerns of an increased amount of accidents should approval be granted for this development.

It is proposed that one client will visit the premises at a time. A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the subsidiary apartment; however, one extra space will have to be provided to accommodate the proposed home based business. The applicant has indicated that they are planning to construct an extra parking space at this location in the near future.

After review of the application and the results to the notice to occupants, approval is recommended subject to the applicant provided an extra parking space prior to the commencement of operation of the home based business.

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

James King, CET, CPT  
Development Inspector

# CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY SERVICES, CITY HALL, 637-1500  
BUILDING PERMIT / DEVELOPMENT APPLICATION

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]		DATE: August 15 <sup>th</sup> , 2022
ADDRESS: 35 Country Road		
CITY: Corner Brook	PROVINCE: Newfoundland	
POSTAL CODE: A2H 4L7	TELEPHONE: [REDACTED]	
PROPERTY LOCATION:		
BUILDER:		
ADDRESS:		
CITY:	PROVINCE:	
POSTAL CODE:	TELEPHONE:	

BUILDING PERMIT APPLICATION (Please check appropriate box)		
BUILDING TYPE	CONSTRUCTION TYPE	
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input type="checkbox"/>	PATIO / DECK <input type="checkbox"/>
INSTITUTIONAL <input type="checkbox"/>	REPAIR <input type="checkbox"/>	CARPORT / GARAGE <input type="checkbox"/>
RESIDENTIAL <input type="checkbox"/>	EXTEND <input type="checkbox"/>	ACCESSORY BUILDING <input type="checkbox"/>
BUSINESS / SERVICE <input checked="" type="checkbox"/>	ALTERATION <input type="checkbox"/>	APARTMENT <input type="checkbox"/>
MERCANTILE <input type="checkbox"/>	SIGN <input type="checkbox"/>	RETAINING WALL <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	POOL <input type="checkbox"/>	DRIVEWAY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

DEVELOPMENT APPLICATION (Please check appropriate box)		
DEVELOPMENT TYPE		
RESIDENTIAL DEMOLITION <input type="checkbox"/>		SITE DEVELOPMENT <input type="checkbox"/>
COMMERCIAL DEMOLITION <input type="checkbox"/>		HOME BASED BUSINESS <input checked="" type="checkbox"/>
SUBDIVISION / CONSOLIDATION OF PROPERTY <input type="checkbox"/>		NEW BUSINESS <input type="checkbox"/>
NEW BUILDING (RESIDENTIAL / COMMERCIAL) <input type="checkbox"/>		CHANGE OF USE <input type="checkbox"/>
		RELOCATION OF BUILDING <input type="checkbox"/>
		OTHER <input type="checkbox"/>

DESCRIPTION OF WORK:
My business, "The Brow Club" will offer eyebrow services such as brow lamination & brow waxing & tinting.
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

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.	
SIGNED BY:	APPLICANT:
PROPERTY OWNER: [REDACTED]	WITNESS: [REDACTED]

THIS APPLICATION IS NOT VALID UNTIL COMPLETED AND SIGNED  
SEE REVERSE FOR FEES AND CONDITIONS



# Request for Decision (RFD)

**Subject:** Discretionary Use - Home Child Care - 2 Spencer Street

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:**  
**Attachments:** [Memo to Deon - Home Child Care - 2 Spencer Street](#)  
[Application - 2 Spencer Street](#)

## BACKGROUND INFORMATION:

A notice was delivered to the residents in the immediate area of 2 Spencer Street indicating the proposed home child care. 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 child care.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook** approve the application to operate a home child care from the dwelling located at 2 Spencer Street in accordance with Regulation 11 - Discretionary Powers of Authority.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations  
 City of Corner Brook Development Regulations  
 11

## RECOMMENDATION:

Staff recommends Option 1.

## ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home child care from the dwelling located at 2 Spencer Street in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home child care from the dwelling located at 2 Spencer Street in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Director of Community, Engineering, Approved - 13 Sep 2022  
Approved - 14 Sep 2022

Development & Planning  
Office Assistant 111

Approved - 15 Sep 2022

---

City Manager

## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **2 Spencer Street – Home Child Care**  
**Date:** September 7, 2022

---

The City of Corner Brook has received an application to operate a home child care from the dwelling located at 2 Spencer Street which is located in a Residential Medium Density Zone.

A home child care 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 2 Spencer Street indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home child care.

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.

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

James King, CET, CPT  
Development Inspector

# CITY OF CORNER BROOK

BUILDING INSPECTION OFFICE, COMMUNITY SERVICES, CITY HALL, 637-1500  
BUILDING PERMIT / DEVELOPMENT APPLICATION

RESERVED FOR OFFICE USE	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]		DATE: <u>2022 Aug 18/2022</u>
ADDRESS: <u>2 Spencer St</u>		
CITY: <u>Corner Brook</u>	PROVINCE: <u>NL</u>	
POSTAL CODE: <u>A2H 1S9</u>	TELEPHONE: [REDACTED]	
PROPERTY LOCATION: <u>2 SPENCER ST.</u>		
BUILDER:		
ADDRESS:		
CITY:	PROVINCE:	
POSTAL CODE:	TELEPHONE:	

BUILDING PERMIT APPLICATION (Please check appropriate box)		
<u>BUILDING TYPE</u>	<u>CONSTRUCTION TYPE</u>	
ASSEMBLY <input type="checkbox"/>	ERECT (NEW) <input type="checkbox"/>	PATIO / DECK <input type="checkbox"/>
INSTITUTIONAL <input type="checkbox"/>	REPAIR <input type="checkbox"/>	CARPORT / GARAGE <input type="checkbox"/>
RESIDENTIAL <input type="checkbox"/>	EXTEND <input type="checkbox"/>	ACCESSORY BUILDING <input type="checkbox"/>
BUSINESS / SERVICE <input type="checkbox"/>	ALTERATION <input type="checkbox"/>	APARTMENT <input type="checkbox"/>
MERCANTILE <input type="checkbox"/>	SIGN <input type="checkbox"/>	RETAINING WALL <input type="checkbox"/>
INDUSTRIAL <input type="checkbox"/>	POOL <input type="checkbox"/>	DRIVEWAY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

DEVELOPMENT APPLICATION (Please check appropriate box)	
<u>DEVELOPMENT TYPE</u>	
RESIDENTIAL DEMOLITION <input type="checkbox"/>	SITE DEVELOPMENT <input type="checkbox"/>
COMMERCIAL DEMOLITION <input type="checkbox"/>	HOME BASED BUSINESS <input checked="" type="checkbox"/>
SUBDIVISION / CONSOLIDATION OF PROPERTY <input type="checkbox"/>	NEW BUSINESS <input type="checkbox"/>
NEW BUILDING (RESIDENTIAL / COMMERCIAL) <input type="checkbox"/>	CHANGE OF USE <input type="checkbox"/>
	RELOCATION OF BUILDING <input type="checkbox"/>
	OTHER <input type="checkbox"/>

DESCRIPTION OF WORK:
- child day care
- any construction would be just to bring it up to code or standards of NL gov.
ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$ _____

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 <u>are not the same</u> , the signature of the Property Owner may be required before the application can be processed.	
SIGNED BY:	APPLICANT: [REDACTED]
PROPERTY OWNER: [REDACTED]	WITNESS: [REDACTED]

THIS APPLICATION IS NOT VALID UNTIL COMPLETED AND SIGNED  
SEE REVERSE FOR FEES AND CONDITIONS





# Request for Decision (RFD)

**Subject:** Discretionary Use SPA Business at 26 Union Street)

**To:** Deon Rumbolt

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Development and Planning

**Staff Contact:** Darryl Skinner, Development Skinner

**Topic Overview:** The City of Corner Brook has received an application requesting permission to operate a Personal Service Use, (Spa) from the building located at 26 Union Street, Corner Brook, NL. The building is located in a Light Industrial Zone where the proposed use "Personal Service" is considered a Discretionary Use as outlined in the City of Corner Brook's Development Regulations.

**Attachments:** [26 Union Street \(memo\)](#)  
[Attachement #2](#)

## BACKGROUND INFORMATION:

The application was advertised via the Western Star and the city did not receive any objections for the proposed development.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** that Council in its Authority approve the application for the proposed Spa Business at 26 Union Street, Corner Brook, NL.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations

City of Corner Brook Development Regulations

Section 128

## RECOMMENDATION:

After reviewing the proposed application staff does not feel that the proposed Spa Business at 26 Union Street will have a negative impact on the neighborhood. Therefore it is recommended that Council approve the application for the proposed use, "Spa Business" at 26 Union Street Corner Brook, NL.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook approved the application for the proposed Spa Business at 26 Union Street as recommended.
2. That the Council of the City of Corner Brook not approved the application for the proposed Spa Business at 26 Union Street.
3. That the Council of the City of Corner Brook to give other direction to Staff.

	Approved - 14 Sep 2022
Director of Community, Engineering, Development & Planning	Approved - 14 Sep 2022
Office Assistant 111	Approved - 15 Sep 2022

---

City Manager

## Community Services Department

### Memo

To: Deon Rumbolt, Manager of Development and Planning

From: Darryl Skinner, Development Inspector III

Date: September 14, 2022


Re: Discretionary Use (Spa Business) / 26 Union Street

The City of Corner Brook has received an application to operate a Spa Business from the property located at 26 Union Street, Corner Brook, NL. The building is located in the Light Industrial Zone where the proposed use, (Personal Service) is considered a **“Discretionary Use”** of the City of Corner Brook’s Development Regulations.

The application was advertised to the public using the Western Star on September 7, 2022. The City did not receive any objections to the proposed development.

After reviewing the proposed application staff does not feel a Spa Business at this location would have a negative impact on the neighborhood. Therefore it is recommended that Council approve the application for the proposed use, “Spa Business” at 26 Union Street, Corner Brook, NL.

Sincerely,

  
Darryl Skinner  
Development Inspector III

Attachments: 1. Attachment #1 (RFD)  
2. Attachment #2 (Photo of building)

119 Humber Road

Proposed Convenience Store

**26 Union Street**

**Proposed Spa to be located on second floor**





# Request for Decision (RFD)

**Subject:** Confirmation of Order - Pratt Street Subdivision

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:**  
**Attachments:** [Stop Work Order - Pratt Street Subdivision](#)

## BACKGROUND INFORMATION:

Since the previous meeting of Council the following Order was issued by the Department of Community, Engineering, Development & Planning and therefore must be confirmed by Council pursuant to Section 109(4) of the Urban and Rural Planning Act:

Order #	Date of Issue	Civic Address/Location	Violation/Section	Order
2022-04	August 18, 2022	Pratt Street Subdivision Phase III	Section 8(2) City of Corner Brook Development Regulations	Stop Work Order

Section 109(4) of the Urban and Rural Planning Act 2000 requires that all orders issued by the Authority be confirmed by a majority of Council at the next meeting of the Council after the order is made. If the order is not confirmed by Council in this manner, it shall be considered to be cancelled.

## PROPOSED RESOLUTION:

In accordance with Section 109(4) of the Urban and Rural Planning Act the following Order is hereby confirmed by Council, Order #2022-04.

## RECOMMENDATION:

Staff is recommending that this Order be confirmed by the Council of the City of Corner Brook.

## ALTERNATIVE IMPLICATIONS:

1. That the Council of the City of Corner Brook confirm Order #2022-04 pursuant to Section 109(4) of the Urban and Rural Planning Act.
2. That the Council of the City of Corner Brook not confirm Order #2022-04 pursuant to Section 109(4) of the Urban and Rural Planning Act.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering,  
 Development & Planning

Approved - 13 Sep 2022

Approved - 14 Sep 2022

Office Assistant 111

Approved - 15 Sep 2022

---

City Manager



## STOP WORK ORDER

2022-04

To:



WHEREAS a Development Permit was issued to Valleyview Estates Limited on May 31, 2022 to carry out development of a subdivision known as Pratt Street Subdivision Phase III;

AND WHEREAS the aforementioned Development Permit was subject to a condition to develop in accordance with design drawings dated May 10, 2022 and numbered C-01 to C-07 that were reviewed and approved by the City (the "Subdivision Drawings");

AND WHEREAS the City of Corner Brook has concluded that you are carrying out the development at Pratt Street Subdivision Phase III in contravention of the Subdivision Drawings by failing to install two of the catch basins that were required in the Subdivision Drawings;

AND WHEREAS pursuant to section 8(2) of the *City of Corner Brook Development Regulations*, it is an offence to develop within the City of Corner Brook planning area contrary to any conditions set out in a development permit;

AND WHEREAS pursuant to section 24(7) of the *City of Corner Brook Development Regulations* it is an offence to erase, alter or modify any drawing or specification upon which a development permit has been issued;

**NOW THEREFORE YOU ARE HEREBY ORDERED** under Section 102 of the Urban and Rural Planning Act **to stop all work immediately** with respect to the ongoing subdivision until a plan for rectification of the above noted failure to develop in accordance with the Subdivision Drawings has been submitted to and approved by the City of Corner Brook. ;


Failure to comply with this Order may result in revocation of your development permit pursuant to section 24(6) of the *City of Corner Brook Development Regulations* and charges being laid against you. Pursuant to section 106 of the *Urban and Rural Planning Act, 2000* penalties include a fine of not less than \$500 and not more than \$1000 for each first offence, or in default of payment a period of imprisonment not exceeding three months, and a fine of not less than \$2000 and not more than \$5000 for each subsequent offence, or in default of payment a period of imprisonment not exceeding six months.

Further, in accordance with Section 102 (5) of the Urban and Rural Planning Act, 2000 where a person to whom an order is directed under this section does not comply with the order or part of it, the council, regional authority, authorized administrator or minister may take the action that it considers necessary to carry out the order and any costs, expenses or charges incurred by the council, regional authority, authorized administrator or minister in carrying out the order are recoverable against the person against whom the order was made as a debt owed to the council, regional authority, authorized administrator or the Crown.

You have the right to appeal this Order within fourteen (14) days of its receipt by completing and submitting the attached appeal form, the appeal fee of \$230 (\$200+HST) and supporting documentation to:

West Newfoundland Regional Appeal Board  
4th Floor (West Block)  
Confederation Building  
P.O. Box 8700  
St. John's, NL A1B 4J6

Dated at the City of Corner Brook, this 18<sup>th</sup> day of August, 2022 A.D.

  
City Clerk  
City of Corner Brook





# Request for Decision (RFD)

**Subject:** Supply of Phosphates for Corrosion Control 2022-28

**To:** Darren Charters  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [Shannon Chem - Corner Brook Phosphate Bid inc. Add #1 Redacted](#)

## BACKGROUND INFORMATION:

The City of Corner Brook has requested bids for the supply of phosphates for corrosion control on a standing offer basis.

This is a 1 year Contract from December 1, 2022 to November 30, 2023 with an option of a 1 year extension. The product has proven to be effective in controlling corrosion in the water distribution system.

Tenders for the Supply of Phosphates for Corrosion Control 2022-28 closed on August 31, 2022 with the following three (3) bids received:

Shannon Chemical Corporation	\$100,440.00 USD
Brenntag Canada Inc.	\$151,800.00 USD
Univar Solutions	\$212,280.00 USD

Tenders were reviewed by staff and recommend awarding to the low bidder Shannon Chemical Corporation.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** award the tender to Shannon Chemical Corporation for the Tender price of \$100,440.00 USD for the Supply of Phosphates for Corrosion Control 2022-28.

## FINANCIAL IMPACT:

Previous Contract -	\$ 71,760.00 USD
This Contract	- \$100,440.00 USD
Difference	- \$ 28,680.00 USD; 40% increase

**Finance Type:** Budget

Director of Community, Engineering, Development & Planning	Approved - 08 Sep 2022
Office Assistant 111	Approved - 12 Sep 2022

---

City Manager

PROJECT: **SUPPLY OF PHOSPHATES FOR CORROSION CONTROL**

PROJECT NUMBER: **2022-28**

TENDER ADDRESS: **City of Corner Brook  
5 Park Street  
Corner Brook, NL A2H 2W8**

OWNER: **THE CITY OF CORNER BROOK**

CONTRACTOR: Shannon Chemical Corporation  
P.O. Box 376, Malvern, PA 19355

1. TENDER AND CONTRACT AGREEMENT

Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply on a 'Standing Offer' basis all the materials as per contract conditions, for unit prices shown in Appendix 'A' in United States funds. Excise taxes, duty, Province of Newfoundland and Government of Canada sales taxes will be considered extra to the contract.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

2. TENDER PRICES

The Contractor declares that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix 'A') have been correctly computed for the purposes of the Tender and that they include and cover all contingencies and provisional sums and all, handling charges and all transportation and all other charges, with the exception of brokerage fees, excise taxes and duty, Province of Newfoundland and Government of Canada sales taxes.

3. GENERAL AGREEMENT

The Contractor also agrees that:

- 3.1 this tender shall remain effective for a period of 30 days from the closing date;
- 3.2 the Owner may reject any and all tenders and that the lowest tender may not necessarily be accepted;
- 3.3 the prices herein tendered include all, royalties, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges;

- 3.4 failure to enter into a contract with the Owner if this Tender is accepted may necessitate forfeiture of the Tender security, if such security is required.
- 3.5 Within 48 hours of tender closing, if requested by the Owner, submit evidence that the material to be supplied is certified as suitable for contact with treated drinking water by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals – Health Effects and must meet AWWA Standards.
- 3.6 this procurement process is subject to the Access to Information and Protection of Privacy Act, 2015 and agree that the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
- 3.7 the procurement is subject to trade agreements, if applicable.

### 3 ADDENDA

The Contractor acknowledges receipt of the following Addenda:

Numbers 1    \_\_\_\_\_

### 4 PAYMENT

Subject to applicable legislation respecting hold back percentages and in accordance with the provisions of the Terms and Conditions for Purchasing, the Owner shall make payments to the Contractor under such arrangements as may be agreed to by both the Contractor and the Owner.

CONTRACTOR'S SIGNATURE

Shannon Chemical Corporation  
Contractor's Name

P.O. Box 376, Malvern, PA 19355  
Contractor's Address

[REDACTED]  
Signed by

Daniel C. Flynn, V.P.-Operations  
Signed by

[REDACTED]  
Witnessed by

(Seal)

08/08/22  
Date

OWNER'S ACCEPTANCE

Accepted on behalf of the Owner

\_\_\_\_\_  
\_\_\_\_\_  
Witnessed by

\_\_\_\_\_  
Date

## APPENDIX 'A'

### SCHEDULE OF QUANTITIES AND PRICES FOR STANDING OFFER AGREEMENT

The supplier agrees to sell and supply the goods listed at the prices set out herein subject to the terms and conditions stated in the contract.

The unit price bid price shall include all labour, plant, materials, freight, overhead and profit and all other obligations and liabilities under the Contract including any shipping and handling charges related to the return of the empty cylinders, containers, pallets etc. to the Contractors site. The unit price bid is based on the percentage (% w/w) of orthophosphate content, where the orthophosphate content is that stipulated on the CERTIFICATE OF ANALYSIS. The bulk product shall not contain less than 50% (w/w) orthophosphate.

Prices shall be F.O.B. destination City of Corner Brook, Water Treatment Plant.

The quantities shown are only estimates of the City of Corner Brook's annual requirements; the City does not guarantee purchase of these amounts. Payment will be made on the basis of the unit prices included herein applied to the actual quantities supplied in accordance with the Specifications. The City of Corner Brook reserves the right to increase or decrease total annual consumption at the quoted unit price.

**Prices shall be in U.S DOLLARS, ALL TAXES EXCLUDED**

	DESCRIPTION	UNIT	ESTIMATED ANNUAL QUANTITY (ORTHOPHOSPHATE PORTION)	UNIT PRICE 1,2	TOTAL
1.	Zinc Orthophosphate (bulk)	Kg	12,000	\$8.37/kg	\$100,440.00

Total Tender Amount **U.S DOLLARS** \$100,440.00

<sup>1</sup> The unit price bid is based on the percentage (% w/w) of the bulk product which is orthophosphate where the orthophosphate content is that stipulated on the CERTIFICATE OF ANALYSIS. The bulk product shall not contain less than 50% (w/w) orthophosphate.

Example: if a product is 50% orthophosphate with a bulk product price of \$5/kg, the unit price bid shall be calculated as follows:

$$\text{Bid Unit Price} = \frac{\$5/\text{kg}}{50\% \text{ Orthophosphate}} = \frac{\$10}{\text{kg Orthophosphate}}$$

\$10 is therefore the bid unit price.

The total bid price is therefore calculated as follows:

$$\text{Total Bid Price} = \frac{\$10}{\text{kg Orthophosphate}} * 12,000 \text{ kg Orthophosphate} = \$120,000$$

The total bid price is therefore \$120,000.

<sup>2</sup> Payment shall be based on the orthophosphate content of each delivery as documented by a CERTIFICATE OF ANALYSIS.



# Request for Decision (RFD)

**Subject:** Supply of Water Treatment Chemicals - Polyaluminum Chloride Coagulant - 2022-26

**To:** Darren Charters  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [Revised 2022-26 proposed by Kemira Water Solutions Canada Inc](#)

## BACKGROUND INFORMATION:

The Tender for the Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant – Contract # 2022-26 closed on August 31, 2022 at 12 noon, with one (1) bid received for a 2-year standing offer:

Kemira Water Solutions Canada Inc.      \$763,427.50 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to Kemira Water Solutions Canada Inc.

## PROPOSED RESOLUTION:

**Be it RESOLVED** to Award the Contract for the Supply of Water Treatment Chemicals – Polyaluminum Chloride Coagulant – Contract # 2022-26 to Kemira Water Solutions Canada Inc. at the Tender price of \$763,427.50 (HST included) per year for a 2-year standing offer.

## FINANCIAL IMPACT:

2020-2022 - \$478,802.50 (HST Included)

2022-2024 - \$763,427.50 (HST Included)

Difference \$284,625.00, 59% increase

**Finance Type:** Budget

Director of Community, Engineering,    Approved - 09 Sep 2022  
 Development & Planning

Office Assistant 111

Approved - 12 Sep 2022

---

City Manager



## CITY OF CORNER BROOK

Supply of Water Treatment Chemical:  
Polyaluminum Chloride Coagulant  
Contract No. 2022-26



## TENDER/CONTRACT FORM

**PROJECT:** Supply of Water Treatment Chemical: Polyaluminum Chloride Coagulant  
(Standing Offer)

**PROJECT No.** 2022-26

**TENDER CLOSING TIME:** 12:00 noon, August 17, 2022

**TENDER ADDRESS:** City of Corner Brook  
5 Park Street  
Corner Brook, NL A2H 2W8

**OWNER:** City of Corner Brook

**CONTRACTOR:** KEMIRA WATER SOLUTIONS CANADA INC.

## 1. TENDER AND CONTRACT AGREEMENT

Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply on a 'Standing Offer' basis the material listed F.O.B. Corner Brook Water Treatment Plant, Newfoundland, for the sum of

Seven hundred sixty-three thousand four hundred twenty-seven dollars and fifty cents  
(\$763,427.50xxxxxxxxxxxxxxxxxx) in lawful money of Canada which includes all Government sales or excise taxes in force at this date.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

## 2. TENDER UNIT RATE

The Contractor declares that the unit rate set forth includes and covers all contingencies and provisional sums and all duties, taxes, handling charges and all transportation, delivery and offloading charges, container return and or disposal charges, and all other charges.

## CITY OF CORNER BROOK

**Supply of Water Treatment Chemical:  
Polyaluminum Chloride Coagulant  
Contract No. 2022-26**

**TENDER/CONTRACT FORM**

Page 5 of 13

**3. GENERAL AGREEMENT**

The Contractor also agrees that:

- this tender shall remain effective for a period of 45 days from the closing date;
- the Owner may reject any and all tenders and that the lowest tender may not necessarily be accepted;
- the unit rates herein tendered include all sales taxes, royalties, custom duties, foreign exchange, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, fuel surcharge, offloading and delivery charges, and all other charges;
- failure to enter into a contract with the Owner if this tender is accepted may necessitate forfeiture of the tender security, if such security is required.

**4. ADDENDA**

The Contractor acknowledges receipt of the following Addenda:

Numbers:      1  ,   2  ,       ,       ,       ,       .

**5. PERIOD OF AGREEMENT**

This standing offer shall be valid to September 30, 2024.

**6. PAYMENT**

Subject to applicable legislation respecting holdback percentages and in accordance with the provisions of the Terms & Conditions for Purchasing, the Owner shall make payments to the Contractor under such arrangements as may be agreed to by both the Contractor and the Owner.

Payment will be made based on each delivery using actual quantities of the material delivered and unit rates quoted herein.



## CITY OF CORNER BROOK

Supply of Water Treatment Chemical:  
Polyaluminum Chloride Coagulant  
Contract No. 2022-26



TENDER/CONTRACT FORM

Page 6 of 13

## 7. UNIT RATE ADJUSTMENTS

Unit rates are fixed for the duration of the standing offer period as defined in the Terms and Conditions as two (2) years from the date of contract award.

## CONTRACTORS SIGNATURE

KEMIRA WATER SOLUTIONS CANADA INC.

Contractors Name

3405, Marie-Victorin Rte

Varenes QC

J3X 0J4

Contractors Address

Claire Dessureault/

Signed by

Tina Imbrogr

Witnessed by

August 29, 2022

Date



(SEAL)

## OWNER'S ACCEPTANCE

Accepted on behalf of the Owner

Owner's Signature

Witnessed by

Date

## APPENDIX "A"

Owner: CITY OF CORNER BROOKProject: Contract No. 2022-26Supply of Water Treatment Chemical, Polyaluminum Chloride**SCHEDULE "A" - QUANTITIES AND PRICES**

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied. Totals shall be determined by multiplying the quantity by the tendered unit price.

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Polyaluminum Chloride	tonnes	550	\$1,207.00\$/LMT	\$663,850.00

a) SUB TOTAL \$663,850.00b) H.S.T. 15% of a. \$ 99,577.50c) GRAND TOTAL \$763,427.50

(Carry forward to Item 1 of the Tender / Contract form)



# Request for Decision (RFD)

**Subject:** Supply of Water Treatment Chemicals - Soda Ash 2022-25

**To:** Darren Charters

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Supply of Water Treatment Chemicals Soda Ash 2022-25 Quadra Chemicals-protected Redacted](#)

## BACKGROUND INFORMATION:

The Tender for the Supply of Water Treatment Chemicals – Soda Ash – Contract # 2022-25 closed on August 31, 2022 at 12 noon, with one (1) bid received for a 2-year standing offer:  
Quadra Chemicals \$167,900.00 (HST Included)

## PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council award the Contract for the Supply of Water Treatment Chemicals - Soda Ash - 2022-25 to Quadra Chemicals at the Tender price of \$167,900.00 (HST Included) per year for a 2-year standing offer.

## FINANCIAL IMPACT:

2020-2022 - \$116,150.00 (HST Included) per year

2022-2024 - \$167,900.00 (HST Included) per year

The difference of \$51,750.00 (45% increase)

**Finance Type:** Budget

Director of Community, Engineering, Development & Planning

Approved - 08 Sep 2022

Office Assistant 111

Approved - 12 Sep 2022

\_\_\_\_\_  
City Manager

## CITY OF CORNER BROOK

Supply of Water Treatment Chemical:  
Soda Ash  
Contract No. 2022-25



## TENDER/CONTRACT FORM

**PROJECT:** Supply of Water Treatment Chemical: Soda Ash (Standing Offer)

**PROJECT No.** 2022-25

**TENDER CLOSING TIME:** 12:00 noon, August 17, 2022

**TENDER ADDRESS:** City of Corner Brook  
5 Park Street  
Corner Brook, NL A2H 2W8

**OWNER:** City of Corner Brook

**CONTRACTOR:** Quadra Chemicals

## 1. TENDER AND CONTRACT AGREEMENT

Having carefully examined the attached materials, specifications, and all drawings listed in the specifications, WE, THE UNDERSIGNED, hereby offer to supply on a 'Standing Offer' basis the material listed F.O.B. Corner Brook Water Treatment Plant, Newfoundland, for the sum of

One -hundred-sixty-seven thousand-nine-hundred-dollars  
(\$ 167,900.00 ) in lawful money of Canada which includes all Government sales or excise taxes in force at this date.

The Contractor agrees that this Tender/Contract Form, subject to all provisions contained herein, when accepted and executed on behalf of the Owner shall constitute a binding Contract between the Contractor and the Owner.

## 2. TENDER UNIT RATE

The Contractor declares that the unit rate set forth includes and covers all contingencies and provisional sums and all duties, taxes, handling charges and all transportation, delivery and offloading charges, container return and or disposal charges, and all other charges.

## CITY OF CORNER BROOK

**Supply of Water Treatment Chemical:  
Soda Ash  
Contract No. 2022-25**

**TENDER/CONTRACT FORM**

Page 5 of 13

**3. GENERAL AGREEMENT**

The Contractor also agrees that:

- this tender shall remain effective for a period of 45 days from the closing date;
- the Owner may reject any and all tenders and that the lowest tender may not necessarily be accepted;
- the unit rates herein tendered include all sales taxes, royalties, custom duties, foreign exchange, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, fuel surcharge, offloading and delivery charges, and all other charges;
- failure to enter into a contract with the Owner if this tender is accepted may necessitate forfeiture of the tender security, if such security is required.

**4. ADDENDA**

The Contractor acknowledges receipt of the following Addenda:

Numbers:   1  ,   2  ,       ,       ,       ,       .

**5. PERIOD OF AGREEMENT**

This standing offer shall be valid to September 30, 2024.

**6. PAYMENT**

Subject to applicable legislation respecting holdback percentages and in accordance with the provisions of the Terms & Conditions for Purchasing, the Owner shall make payments to the Contractor under such arrangements as may be agreed to by both the Contractor and the Owner.

Payment will be made based on each delivery using actual quantities of the material delivered and unit rates quoted herein.



## CITY OF CORNER BROOK

**Supply of Water Treatment Chemical:  
Soda Ash  
Contract No. 2022-25**

**TENDER/CONTRACT FORM**

Page 6 of 13

**7. UNIT RATE ADJUSTMENTS**

Unit rates are fixed for the duration of the standing offer period as defined in the Terms and Conditions as two (2) years from the date of contract award.

**CONTRACTORS SIGNATURE**Quadra Chemicals

Contractors Name

3901 FX Tessier
Vaudreuil-Dorion., QC J7V 5V5  
 Contractors Address

Signed by

Witnessed by

08/30/2022

Date

(SEAL)

**OWNER'S ACCEPTANCE**

Accepted on behalf of the Owner

\_\_\_\_\_  
Owner's Signature\_\_\_\_\_  
Witnessed by\_\_\_\_\_  
Date



## APPENDIX "A"

**Owner:** CITY OF CORNER BROOK

**Project:** Contract No. 2022-25

Supply of Water Treatment Chemical, Soda Ash

### SCHEDULE "A" - QUANTITIES AND PRICES

The quantities set out in this schedule are estimated quantities only and are not to be taken as final quantities by the Contractor. The unit price bid shall include all labour, plant, materials, overhead, duties, and profit and all other obligations and liabilities under the contract. H.S.T. is to be applied. Totals shall be determined by multiplying the quantity by the tendered unit price.

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Soda Ash	tonnes	100	<u>\$1460.00</u>	<u>\$146,000.00</u>

a) SUB TOTAL \$146,000.00

b) H.S.T. 15% of a. \$21,900.00

c) GRAND TOTAL \$167,900.00

(Carry forward to Item 1 of the Tender / Contract form)





# Request for Decision (RFD)

**Subject:** Civic Center Snow Clearing 2022-27

**To:** Darren Charters  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [Ron Fynn Transport - Civic Centre Snow Clearing Tender Submission Redacted](#)

## BACKGROUND INFORMATION:

Tenders were invited for the Civic Center Snow Clearing for a 3-year contract. The Tender closed on August 24, 2022, with three (3) bids received:

Ron Flynn Transport Ltd.	\$ 63,995.20 (HST Included)
JCL Investments Inc.	\$ 78,775.00 (HST Included)
West Coast Excavating & Equipment Co. Ltd.	\$136,217.50 (HST Included)

## PROPOSED RESOLUTION:

Be it resolved that Corner Brook City Council award the Tender for the Civic Center Snow Clearing 2022-27 to Ron Flynn Transport Ltd. for the annual amount of \$63,995.20 (HST included) for a three-year term.

Director of Community, Engineering, Development & Planning	Approved - 30 Aug 2022
Office Assistant 111	Approved - 30 Aug 2022

\_\_\_\_\_  
 City Manager

**TENDER FORM****LUMP SUM CONTRACT**

Tender for: **Civic Centre Snow Clearing  
3 Year Contract  
Contract No: 2022-27**

To: **City of Corner Brook  
P.O. Box 1080  
5 Park Street  
Corner Brook, NL,  
A2H 2W8**

Bidders:

1. Having carefully examined all areas of the proposed work and all conditions affecting such, as well as the Contract Documents including the Specifications section of the Tender.

WE, THE UNDERSIGNED, hereby offer to furnish all necessary labour, materials, superintendence, tools and equipment, and everything else required to perform expeditiously and complete in a satisfactory manner the work for the annual sum of Sixty three thousand nine hundred ninety five Dollars twenty cents (\$ 63,995.20) in lawful money of Canada which includes all prime costs, allowances and Government sales or excise taxes, including HST, in force at this date, except as otherwise provided in the tendering documents.

Upon acceptance of the tender by the City, the Tenderer agrees to perform all work as set out in the contract for a period of three (3) years starting on December 1<sup>st</sup>, 2022 and terminating on March 31<sup>st</sup>, 2025.

2. WE ENCLOSE HERewith if required by the Instructions to Bidders
  - a) A Bid Bond in an acceptable form and correct amount issued by a company licensed to carry on such a business in the Province of Newfoundland and Labrador or
  - b) an approved certified cheque in the correct amount made out in favour of the City of Corner Brook
  - c) In the event of this tender being accepted within the time stated in section 4 below and our failure to enter into a contract in the form hereinafter mentioned for the amount of our tender, the said security may at the option of the Owner be forfeited. The forfeiting of the security does not limit the right of action of the Owner against us for our failure or refusal to enter into a contract.
3. IF NOTIFIED IN WRITING BY THE CITY OF CORNER BROOK OF THE ACCEPTANCE OF THIS TENDER WITHIN THIRTY (30) DAYS OF THE TENDER

CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE CONTRACT DOCUMENTS, WE WILL: -

- a) execute the Form of Agreement;
  - b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form; and
  - c) complete all the work included in the contract within the time and under conditions specified.
4. WE understand that documentation, securities, bonds, insurances, and performance holdback as required by the Contract Documents must be provided and in force prior to the commencement of any work and satisfactory proof of such be provided to the Owner.
  5. WE declare that the rates and prices variously set forth in the Schedule of Quantities and Prices (Appendix "A"), have been correctly computed for the purpose of this Tender and that they include and cover all contingencies and provisional sums and all duties, taxes, and handling charges and all transportation and all other charges.
  6. WE confirm that the sums herein tendered include all sales taxes, royalties, custom duties, foreign exchange charges, transportation, travelling costs, all overhead and profit, all co-ordination fees, insurance premiums, and all other charges.
  7. WE understand and agree to list the names of sub-contractors and suppliers whose bids have been used in the preparation of this tender price in Appendix "B". The list will be subject to the approval of the Owner.  
  
WE reserve to us the right to substitute other sub-contractors for any trades in the event of any sub-contractor becoming bankrupt after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy.
  8. WE understand and agree that the Owner may order changes to the work in the form of additions or deletions in accordance with the General Conditions, Supplementary General Conditions and the intent of the Contract Documents.
  9. We understand that this procurement process is subject to the Public Procurement Act and Access to Information and Protection of Privacy Act, 2015 and agree that all tender documents submitted and contracts executed, including but not limited to the financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
  10. We understand and agree that the procurement is subject to trade agreements, if applicable.
  11. **WE hereby acknowledge receipt of the following addenda:**  
Addendum number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

12. In order for a Tender to be valid, it must be signed by duly authorized officials and witnessed as indicated in the Instructions to Bidders.

**SIGNATURE OF TENDERER**

Bidder Name: Bon Flynn Transport Ltd.

Address: 2370 Conyell Drive  
Corner Breen Pl.

Postal Code: A0H-5N3

Email: [REDACTED]

Phone #: [REDACTED]

Fax #: \_\_\_\_\_

Signing Officer [REDACTED]

Signing Officer [REDACTED]

Corporate Seal

Witnessed By [REDACTED]

## APPENDIX "A"

### SCHEDULE OF QUANTITIES AND PRICES

The lump sum bid at Section A1 below shall include the annual amount for all Work, including labour, equipment, materials, overhead, duties, and profit and all other obligations and liabilities under the contract for the period from December 1<sup>st</sup> to March 31<sup>st</sup>. H.S.T. is to be applied at Section A2 and the Total in A3 shall be the sum of the annual Lump Sum and the HST.

**TABLE 1**

Section	Description	Unit	Annual Amount (\$)
A1	Snow Clearing and Ice Control	Lump Sum	\$55,648.00
A2	HST (multiply A1 by 15%)		\$8,347.20
A3	Annual Total Tender Amount (add section A1+ A2) and transfer this amount to section 1 of the Tender Form		\$63,995.20

## APPENDIX "B"

### SCHEDULE OF QUANTITIES AND PRICES

#### Optional Pricing:

The following rates will apply for snow clearing and/or ice control required to be completed outside of December 1<sup>st</sup> to March 31<sup>st</sup> annually.

**TABLE 2**

Description	Unit	Total (Without HST)
Loader with Blade and Operator	Hourly	\$ 120.00
Loader with Basket and Operator	Hourly	\$ 130.00
Rubber Tire Backhoe with blade and Operator	Hourly	\$ 85.00
Rubber Tire Backhoe with basket and operator	Hourly	\$ 85.00
Pickup Truck with Blade and Operator	Hourly	\$ 75.00
Single Axle Dump Truck and Operator	Hourly	\$ 75.00
Tandem Axle Dump Truck and Operator	Hourly	\$ 80.00
Labourer	Hourly	\$ 30.00
Salt (pure salt spread on parking lot)	Ton	\$ 220.00
Salt/Sand Mixture (50/50 mixture spread on parking lot)	Ton	\$ 165.00





# Request for Decision (RFD)

**Subject:** Supply of Winter Sand

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Public Works  
**Staff Contact:** Rod Follett,  
**Topic Overview:** Award Contract - Supply of Winter Sand

## BACKGROUND INFORMATION:

The current contract to supply winter sand has expired. The Provincial Department of Transportation and Infrastructure on behalf of the City tendered the supply and stockpile of 1,500 m<sup>3</sup> of winter sand at the City's new salt depot on O'Connell Drive. The tender closed on August 11th, 2022 and all submitted bids are listed below (HST included):

Humber Arm Contracting	\$76,755.00
Marine Contractors	\$79,425.00

## PROPOSED RESOLUTION:

Be it **RESOLVED** that Corner Brook City Council accept staff's recommendation to accept the bid of \$76,755.00 HST included) by Humber Arm Contracting for 2023 winter sand.

## RECOMMENDATION:

It is the recommendation of staff to accept the bid of \$76,755.00, (HST included) by Humber Arm Contracting for 2023 winter sand.

Office Assistant 111

Approved - 12 Sep 2022

---

City Manager





# Request for Decision (RFD)

**Subject:** Citadel Drive PRV Rehabilitation - Change Order No. 1

**To:** Darren Charters

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Corner Brook Citadel Drive CO # 1 - Signed by ECO CBCL \(002\)](#)

## BACKGROUND INFORMATION:

Error was made at Tendering and Contracts MERX that reported the submitted tender price was \$560,000.00 including HST when the price was actually \$560,000.00 plus HST. Email from Tendering and Contracts attached. This change is being issued to add the HST amount to the Contract.

## PROPOSED RESOLUTION:

Be it resolved that the Corner Brook City Council approve change order No. 1 for ECO Contracting for an increase of \$84,000.00 for the Citadel Drive PRV Rehabilitation Contract No. 2022-08.

## FINANCIAL IMPACT:

Construction Budget \$702,000.00

Original Contract amount \$560,000.00

New Contract amount: \$644,000.00

**Budget Code:** 17-MYCW-22-00037

**Finance Type:** Capital

Director of Community, Engineering, Development & Planning      Approved - 14 Sep 2022

Office Assistant 111      Approved - 15 Sep 2022

\_\_\_\_\_  
City Manager

**Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice**

Page 1 of 3

March 2022

**PROJECT NAME:** Citadel Drive PRV Rehabilitation **DATE:** August 31, 2022  
**MI PROJECT NO:** 17-MYCW-22-00037 **CHANGE ORDER NUMBER:** 1  
**CONTRACTOR:** ECO Contracting

**.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

Error was made at Tendering and Contracts that reported the submitted tender price was \$560,000 including HST when the price was actually \$560,000 plus HST. Email from Tendering and Contracts attached. This change is being issued to add the HST amount to the Contract.

**.4** EFFECT OF CHANGE ON CONTRACT

This change order WILL or WILL NOT (circle one) affect the approved completion date.

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

WORKING DAYS: 0 REVISED COMPLETION DATE: N/A

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

☐ No Change

☒ Addition to Contract including HST payable by the Owner \$ 84,000

☐ Deduction from Contract including HST payable by the Contractor

Contractor [Redacted Signature]  
(Signature)

Transportation and Infrastructure

**Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice**

Page 2 of 3

March 2022

Authorized Contract Amount (A)	\$	560,000
<b>Change Order Limit (greater of 10% or \$15,000)</b>	\$	N/A
Previous Change Orders (B)	\$	0
<b>This Change Order (C)</b>	\$	84,000
New Approved Contract Amount (A+B+C)	\$	644,000

Enter Motion # approving CO (required) \_\_\_\_\_  
OR, Delegation of Authority (attached) \_\_\_\_\_

**.5 AUTHORIZATION TO PROCEED**

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

[REDACTED]

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

DATE: \_\_\_\_\_ Regional Engineer: \_\_\_\_\_

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

**.6 CANCELLATION OF CONTEMPLATED CHANGE**

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

DATE: \_\_\_\_\_ 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.

**.8 ENCLOSED DOCUMENTS**

Please attach all back up as supplied by the Contractor for the value of this change order. List below the attachments provided:

A copy of this document signed by the Owner and Consultant, \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Transportation and Infrastructure

---

**Division of Municipal Infrastructure  
Form 5 – Contract Change Order Notice**

**Page 3 of 3**

**March 2022**

---

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

---

Transportation and Infrastructure

**Hollett, Calvin**

**From:** Cook, Curtis <CurtisCook@gov.nl.ca>  
**Sent:** August 12, 2022 10:07 AM  
**To:** Hollett, Calvin  
**Subject:** RE: MERX Submissions by Contractors - Potential Issue with RATC  
**Attachments:** RE Side by Side Comparison - Excel File - Reference Number 0000222939.msg; Capture.PNG

Hi Calvin;

It appears that there was an error in the original posting of the solicitation through MERX.

The tender was entered incorrectly as a Lump Sum (item based is to be selected) bid price by T&C staff (as seen in the attached screenshot); in doing so, the MERX system prompts bidders to enter in an amount that will exclude HST, as supported by my attached correspondence with MERX. This would also limit the ability to enter the typical HST line item as seen in other solicitations.

~~(Unfortunately, it does appear that the low bid contractor would be correct and their bid price is \$560,000.00 plus HST. I~~  
 apologize for the error on behalf of T&C and we will attempt to limit such mistakes in the future.

Feel free to reach out and discuss further if you would like.

Regards,  
 Curtis

**From:** Slade, Dana <DanaSlade@gov.nl.ca>  
**Sent:** Wednesday, August 10, 2022 9:53 AM  
**To:** Cook, Curtis <CurtisCook@gov.nl.ca>  
**Subject:** FW: MERX Submissions by Contractors - Potential Issue with RATC

**From:** Hollett, Calvin <calvinh@cbcl.ca>  
**Sent:** Wednesday, August 10, 2022 9:49 AM  
**To:** Slade, Dana <DanaSlade@gov.nl.ca>  
**Subject:** MERX Submissions by Contractors - Potential Issue with RATC

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Good morning Dana,

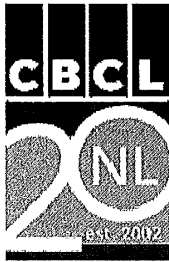
I am taking over a project for someone who left the company and I am trying to resolve a potential issue.

Please reference the attached reports, one shows the HST and one doesn't. The potential issue is that the low bid contractor upon receiving the contract document for signing is advising that their price was actually \$560,000 + HST.

When a contractor submits a bid online with MERX does the amount they enter include HST?

Your earliest response would be appreciated.

Regards  
Calvin



Calvin Hollett, CET, CCCA | Senior Project Manager  
187 Kenmount Road || St. John's, NL A1B 3P9  
t. 709-364-8623 x234 | c. 709-699-8702 | [www.cbcl.ca](http://www.cbcl.ca)

Solutions today | Tomorrow in mind



[Privacy](#) | [Join Our Team](#)





# Request for Decision (RFD)

**Subject:** Smart Card System Approval Letter 17-PT-23-00001

**To:** Darren Charters

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Approval Letter 17-PT-23-00001 Smart Card System](#)

## BACKGROUND INFORMATION:

The Department of Transportation and Infrastructure approved funding for the Smart Card System under the Investing in Canada Infrastructure Program.

In order to modernize the transit payment system, the City of Corner Brook applied for funding to enable a partnership with Metro Bus (St. Johns) to provide a “smart card” digital payment option for Corner Brook Transit customers. The proposed partnership would see the City of Corner Brook availing of the existing Metro Bus digital backend infrastructure to provide the digital smart card system which includes smart card validators, driver consoles, desk top readers, training and engineering services. This technology would also facilitate a pilot project in conjunction with the NL Department of Children, Seniors and Social Development, whereby those on income assistance would be given a transit pass.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** accept funding as outlined in the Department of Transportation and Infrastructure project approval, to complete the project under the Investing in Canada Infrastructure Program. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Municipal Infrastructure Fund Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook.

## FINANCIAL IMPACT:

Total Project Cost \$136,965

26.67% Recipient Contribution

40% Federal Contribution

33.33% Provincial Contribution

**Budget Code:** 17-PT-23-00001

**Finance Type:** Funding

Director of Community, Engineering,      Approved - 08 Sep 2022  
Development & Planning  
Office Assistant 111                      Approved - 12 Sep 2022

---

City Manager



AUG 26 2022

COR/2022/08616

Government of Newfoundland and Labrador  
**Department of Transportation and Infrastructure**  
 Office of the Minister

**NOTIFICATION OF PROJECT APPROVAL**  
**Investing in Canada Infrastructure Program**

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

Re: 17-PT-23-00001 - Smart Card System

*Jim*  
 Dear ~~Mayor Parsons~~:

I am pleased to advise you funding in support of your application AP-MCW-22091 - Smart Card System has been approved as outlined below. This funding is approved on the condition that the Ultimate Recipient is willing and able to meet its share of the costs.

Funding for this project will be announced in due course and in close collaboration with the Federal and Provincial Governments. We ask that no media release or social media announcements be made until advised by the Department.

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			40%	33.33%	26.67%
\$ 136,965	\$ 12,760	\$ 124,205	\$ 49,682	\$ 41,397	\$ 33,126

**Please note that no additional funds will be approved for this project. Any costs over the amount indicated in this letter will be 100% responsibility of the Ultimate Recipient.**

**The Ultimate Recipient should note that if a project scope is completed at a total cost lower than that approved, the remaining federal and provincial funds shall not be used for additional work.**

This funding has been approved subject to a number of conditions as outlined in the attached Funding Agreement, and Municipal Infrastructure Project Guidelines, which apply to the Ultimate Recipient and any agents they have engaged on the project.

P.O. Box 8700, St. John's, NL, Canada A1B 4J6 ☎ 709 729 3679 📠 709 729 4285 [www.gov.nl.ca/ti/](http://www.gov.nl.ca/ti/)



**Your Next Steps:**

Please submit the following to [mifunding@gov.nl.ca](mailto:mifunding@gov.nl.ca) within 45 days of the date of this letter, with the project number referenced in the subject line:

1. A resolution (e.g. Minute of Council) passing a motion to enter into this Agreement A sample resolution is attached.
2. Signed Municipal Infrastructure Agreement(s) (attached). A copy will be returned for your records once signed by the department.
3. Funding agreement checklist. (attached)

To get this project started, please contact your Regional Engineer, Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491, to schedule a project initiation meeting prior to the commencement of any work related to the project, this meeting will review all the project requirements and ensure adherence to the agreement and guidelines.

Again, I'm pleased and excited to be able to help you progress this important infrastructure project.

Sincerely,

**ELVIS LOVELESS, MHA**

Minister of Transportation and Infrastructure  
District of Fortune Bay – Cape La Hune

*"It only takes one mistake to bring us all down; don't let it be yours!"*

/jl

Enc.

cc: Hon. Gudie Hutchings, MP  
Hon. Gerry Byrne, MHA  
Mr. Scott Reid, MHA  
Mr. Eddie Joyce, MHA  
Mr. H. Khan, Director Water Resources, ECC  
Ms. H. Scott-Walsh, Regional Manager, MAPA  
Mr. C. Power, P. Eng., Regional Engineer  
Ms. C. Johnson, Manager, Fed/Prov Programs

COR/2022/08616-001

**Municipal Infrastructure Funding Agreement****Investing in Canada Infrastructure Program**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**BETWEEN**

HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Transportation and Infrastructure ("Newfoundland and Labrador")

OF THE FIRST PART,

**AND**

CITY OF CORNER BROOK  
("Ultimate Recipient")

OF THE SECOND PART

Individually referred to as a "Party" and collectively referred to as the "Parties".

**WHEREAS** Newfoundland and Labrador and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of **Smart Card System** Project No. **17-PT-23-00001**, under the Public Transit of the Investing in Canada Infrastructure Program, hereinafter referred to as the "Project", and have agreed to total Project costs not in excess of **\$136,965**, including HST/GST.

**AND WHEREAS** the Minister of Transportation and Infrastructure has been authorized to negotiate an Agreement on behalf of the Province of Newfoundland and Labrador;

**AND WHEREAS** the designated signing officials of the Ultimate Recipient have been authorized by an appropriate resolution of the Ultimate Recipient dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_ to enter into this Agreement on behalf of the Ultimate Recipient;

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

## **1 OBLIGATIONS OF NEWFOUNDLAND AND LABRADOR:**

1. To providing funding to the Ultimate Recipient, on a cost shared basis, as detailed in Schedule 1 of this agreement.
2. To make payment to the Ultimate Recipient, as costs are incurred, and upon receipt of the required documentation as outlined in the project guidelines.

## **2 OBLIGATIONS OF THE ULTIMATE RECIPIENT**

1. To fund the Ultimate Recipient's share of the eligible Project Costs as detailed in Schedule 1 of this agreement.
2. To fund the HST/GST rebate share of the Project Costs as detailed in Schedule 1 of this agreement.
3. The UR may fund both of these contributions utilizing:
  - a) own sources or;
  - b) Arrange financing through a registered financial institution, with an approval to borrow from the Government of Newfoundland and Labrador.
4. To fund all costs associated with financing either the Ultimate Recipient Share, or the HST/GST share.
5. To ensure that all costs in excess of the authorized funding will be one hundred percentum (100%) responsibility of the Ultimate Recipient for funding and payment.
6. To inform Newfoundland and Labrador immediately of any fact or event, of which the Ultimate Recipient is aware, that will compromise wholly, or in part, The Project.
7. To maintain complete and accurate procurement records, per the Ultimate Recipient's responsibilities under the Public Procurement Act.

## **3 PROJECT SCOPE**

1. The project scope has been approved as described in Schedule 2 of this agreement.

## **4 PROJECT TIMELINES**

1. The Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to Newfoundland and Labrador, in accordance with Schedule 3 of this agreement.

## **5 PROJECT CANCELLATION**

### **5.1 BY THE ULTIMATE RECIPIENT**

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Newfoundland and Labrador, any and all disallowed costs and overpayments made under and according to the terms and conditions of this Agreement, including the full provincial and federal shares disbursed to the Ultimate Recipient.

### **5.2 BY NEWFOUNDLAND AND LABRADOR**

1. Newfoundland and Labrador will promptly inform the Ultimate Recipient of the intent to cancel or withdraw Projects.
2. The Ultimate Recipient may not be responsible for any costs associated with a cancelled Project, unless the cause of cancellation is due to material breach by the Ultimate Recipient.

## **6 PROJECT AMENDMENTS**

1. Subject to the prior written approval of Newfoundland and Labrador, The Project may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

### **6.1 PROJECT SCOPE AMENDMENT**

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of the intent to request a change in the approved scope.
2. The Ultimate Recipient will provide, at Newfoundland and Labrador's request and to Newfoundland and Labrador's satisfaction, additional information related to changes to a Project. The Ultimate recipient shall use the "Project scope change request form" that will be supplied at the time of notification. As the required information may change from time to time, the Ultimate Recipient shall request a new form each time.
3. Newfoundland and Labrador will duly consider and submit Project scope change request to the Federal Government as deemed necessary.
4. Newfoundland and Labrador will promptly inform the Ultimate Recipient of any changes approved.

## 6.2 PROJECT TIMELINE AMENDMENTS

1. The Ultimate Recipient may request a change to the project time line, Newfoundland and Labrador will promptly inform the Ultimate Recipient of the decision regarding the request.

## 7 FINANCIAL

1. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
2. Newfoundland and Labrador will not:
  - a) pay interest charges related to the Ultimate Recipient failing to make a payment to entities providing service or materials to the Ultimate Recipient;
  - b) pay capital costs for a Project until the requirements under section 10 (Environmental Assessment) and section 11 (Aboriginal Consultation), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
3. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
4. The Ultimate Recipient shall submit monthly application for payment through the Municipal Support Information System (MSIS) with all required supporting information. Newfoundland and Labrador will process payment request and remit funds in a timely manner.

## 7.1 PROJECT SURPLUS FUNDS

1. Requests for addition of work to utilize unused funding will not be considered.
2. Surplus fund cannot be transferred to other approved Projects.
3. Funds will be considered surplus only after the original Project scope has been completed.

## 8 AWARDING OF CONTRACTS

1. The Ultimate Recipient shall award all contracts in accordance with the *Municipalities Act*, 1999, or any successor legislation, and the *Public Procurement Act*, or any successor legislation.



## 9 REQUIREMENTS FOR PROJECTS

1. In addition to the requirements for eligible Projects as set out in Schedule A (Program Details) and Schedule B (Communications Protocol), eligible Projects must also meet the following requirements:
  - a) A Project must meet or exceed any applicable energy efficiency standards for buildings outlined in the Pan-Canadian Framework on Clean Growth and Climate Change.
  - b) Building Projects must meet or exceed the requirements of the National Energy Code of Canada, latest edition.
  - c) A Project must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal by-laws.
  - d) The project shall be executed in accordance with the Municipal Infrastructure Project Guidelines, edition in effect at time of signing of this Agreement.
  - e) The project shall follow all policy and guidelines issued by Transportation and Infrastructure that are applicable to the project.

## 10 ENVIRONMENTAL ASSESSMENT

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that the federal requirements under the Canadian Environmental Assessment Act, 2012(CEAA, 2012), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

## 11 ABORIGINAL CONSULTATION

1. No site preparation, vegetation removal or construction will occur for a Project and Newfoundland and Labrador has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Newfoundland and Labrador, until Newfoundland and Labrador is satisfied that any legal duty to consult, and where appropriate, to accommodate Aboriginal groups or other federal consultation requirement has been met and continues to be met. If required, Newfoundland and Labrador must be satisfied that for each Project:

- a) Aboriginal groups have been notified and, if applicable, consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Aboriginal groups consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by the Ultimate Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that Canada may deem appropriate.

## **12 AUDIT**

1. The Ultimate Recipient will ensure that proper and accurate financial accounts and records are kept, including but not limited to its contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after The Project is complete Date.
2. Newfoundland and Labrador reserves the right to Audit at any time during The Project and the six (6) years following.

## **13 ACCESS**

1. The Ultimate Recipient will provide reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement to representatives of Newfoundland and Labrador or the Government of Canada

## **14 DISPUTE RESOLUTION**

1. The Parties will keep each other informed of any issue that could be contentious.
2. If a contentious issue arises, Newfoundland and Labrador will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where Newfoundland and Labrador cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
3. Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.

4. Any payments related to any contentious issue raised by either Party may be suspended by Newfoundland and Labrador, together with the obligations related to such issue, pending resolution.
5. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

## **15 DEFAULT**

### **15.1 EVENTS OF DEFAULT**

1. If the Ultimate Recipient has not complied with one or more of the terms and conditions of this Agreement, that action constitutes the “Event of Default” under this Agreement

### **15.2 DECLARATION OF DEFAULT**

1. Newfoundland and Labrador may declare default if:
  - a) The Event of Default occurs;
    - i) Newfoundland and Labrador gives notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador’s opinion constitutes an Event of Default; AND
    - ii) The Ultimate Recipient has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Newfoundland and Labrador that it has taken such steps as are necessary to remedy the Event of Default.

### **15.3 REMEDIES ON DEFAULT**

1. In the event that Newfoundland and Labrador declares default under section 15.2 (Declaration of Default), Newfoundland and Labrador may exercise one or more of the following remedies, without limiting any remedy available to it by law:
  - a) Suspend or terminate any obligation by Newfoundland and Labrador to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
  - b) Suspend or terminate the approval of Projects;
  - c) Require the Ultimate Recipient to reimburse Newfoundland and Labrador all or part of the contribution paid by Newfoundland and Labrador to the Ultimate Recipient; or

- d) Terminate this Agreement.

## **16 LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **16.1 LIMITATION OF LIABILITY**

1. In no event will Newfoundland and Labrador, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
  - a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
  - b) any damage to or loss or destruction of property of any Person; or
  - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or each of The Projects.

### **16.2 INDEMNIFICATION**

1. The Ultimate Recipient will at all times indemnify and save harmless Canada, Newfoundland and Labrador, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:
  - a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
  - b) any damage to or loss or destruction of property of any Person; or
  - c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation; in relation to this Agreement or any Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by an officer, servant, employee or agent of Newfoundland and Labrador in the performance of his or her duties.

## **17 ASSETS**

### **17.1 DISPOSAL OF ASSETS**

1. Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient will maintain ongoing operations and will agree to retain title to and ownership of any Assets purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, for the first five (5) years after substantial completion of The Project.
2. If at any time within the first five (5) years after substantial performance of The Project, an Ultimate Recipient disposes of, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, the Ultimate Recipient may be required to reimburse Newfoundland and Labrador, any funding received for The Project.
3. Exemptions are:
  - a) When the asset is transferred to Canada, Newfoundland and Labrador, a municipal or regional government; OR
  - b) With Newfoundland and Labrador's consent.

### **17.2 REVENUE FROM ASSETS**

1. The Parties acknowledge that Newfoundland and Labrador's contribution to a Project is meant to accrue to the public benefit. The Ultimate Recipient will notify Newfoundland and Labrador in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient is used in such a way that in the Fiscal Year revenues are generated from it exceed its operating expenses. Newfoundland and Labrador may require the Ultimate Recipient to immediately pay to Newfoundland and Labrador a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the first five (5) years after substantial completion of The Project.

## **18 AMENDMENTS TO AGREEMENT**

1. This Agreement may be amended from time to time on written agreement of the Parties.

## **19 CONFLICT OF INTEREST**

1. No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Newfoundland and Labrador applies will derive direct benefit from this Agreement unless the provision or

receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Ultimate Recipient will promptly inform Newfoundland and Labrador should it become aware of the existence of any such situation.

## **20 NO AUTHORITY TO REPRESENT**

1. Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Newfoundland and Labrador or to act as an agent for Newfoundland and Labrador. The Ultimate Recipient will take the necessary action to ensure that any Contract between The Ultimate Recipient and any Third Party contains a provision to that effect.

## **21 LOBBYIST**

1. The Ultimate Recipient has not made and will not make a payment or other compensation to any individual required to be registered under the federal Lobbying Act that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of Her Majesty the Queen in Right of Newfoundland and Labrador.

## **22 SEVERABILITY**

1. If for any reason a provision of this Agreement, that is not a fundamental term of this Agreement, between the Parties is found to be, or becomes invalid, or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all other terms and conditions of this Agreement will continue to be valid and enforceable.

## **23 ASSIGNMENT**

1. The Ultimate Recipient will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Newfoundland and Labrador. Any attempt by the Ultimate Recipient to assign any of the rights, duties or obligations of this Agreement without Newfoundland and Labrador's express written consent is void.

## **24 WAIVER**

1. A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

## 25 NOTICE

1. Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail, addressed to:

Director – Municipal Infrastructure  
Municipal Infrastructure  
Department of Transportation and Infrastructure  
PO Box 8700 St. John's, NL, A1B 4J6

or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate.

## 26 COMPLIANCE WITH LAWS

1. The Ultimate Recipient will comply with and require that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

## 27 SUCCESSORS AND ASSIGNS

1. This Agreement is binding upon the Parties and their respective successors and assigns.

## 28 PROJECT ANNOUNCEMENTS

1. The Ultimate Recipient will consent to a public announcement of The Project by Newfoundland and Labrador and Canada. After official announcement of The Project by Newfoundland and Labrador and Canada, The Project will be considered to be in the public domain.
2. The Ultimate Recipient will not publically announce The Project until after, or with, the announcement by Newfoundland and Labrador, and Canada.
3. Public announcements of The Project must comply with Schedule B – Communications Protocol.

## 29 AGREEMENT SIGNATURES

1. This Agreement is executed once both Parties have signed the agreement. The original document will be deemed to be the electronic, secured PDF version, containing both signatures.

### **30 GENERAL**

1. Time shall be of the essence with respect to all matters in this Agreement.
2. This Agreement together with the letter of approval, and the Infrastructure Project Guidelines attached hereto, constitutes the entire Agreement between the Parties with respect to the matters dealt with herein. This Agreement may not be amended or modified in any respect except by written instrument signed by the Parties hereto.



This Agreement has been executed on behalf of Newfoundland and Labrador by the Minister responsible for the Department of Transportation and Infrastructure, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

**SIGNED** by the  
Minister of Transportation and Infrastructure  
in the presence of:

_____	_____	_____
Witness Name (printed)	Signature	Date
_____	_____	_____
Minister of Transportation and Infrastructure (printed)	Signature	Date

**SIGNED AND SEALED** by the  
Designated signing officials of  
City of Corner Brook  
in the presence of:

_____	_____	_____
Witness #1 Name (printed)	Signature	Date
_____	_____	_____
Signing Official #1 Name and Title (printed)	Signature	Date
_____	_____	_____
Witness #2 Name (printed)	Signature	Date
_____	_____	_____
Signing Official #2 Name and Title (printed)	Signature	Date

**Schedule 1****Funding Cost Shares**

<b>Total Project Cost</b>	<b>GST/HST Rebate</b>	<b>Total Eligible Costs</b>	<b>Federal Contribution</b>	<b>Provincial Contribution</b>	<b>Recipient Contribution</b>
			<b>40%</b>	<b>33.33%</b>	<b>26.67%</b>
<b>\$ 136,965</b>	<b>\$ 12,760</b>	<b>\$ 124,205</b>	<b>\$ 49,682</b>	<b>\$ 41,397</b>	<b>\$ 33,126</b>

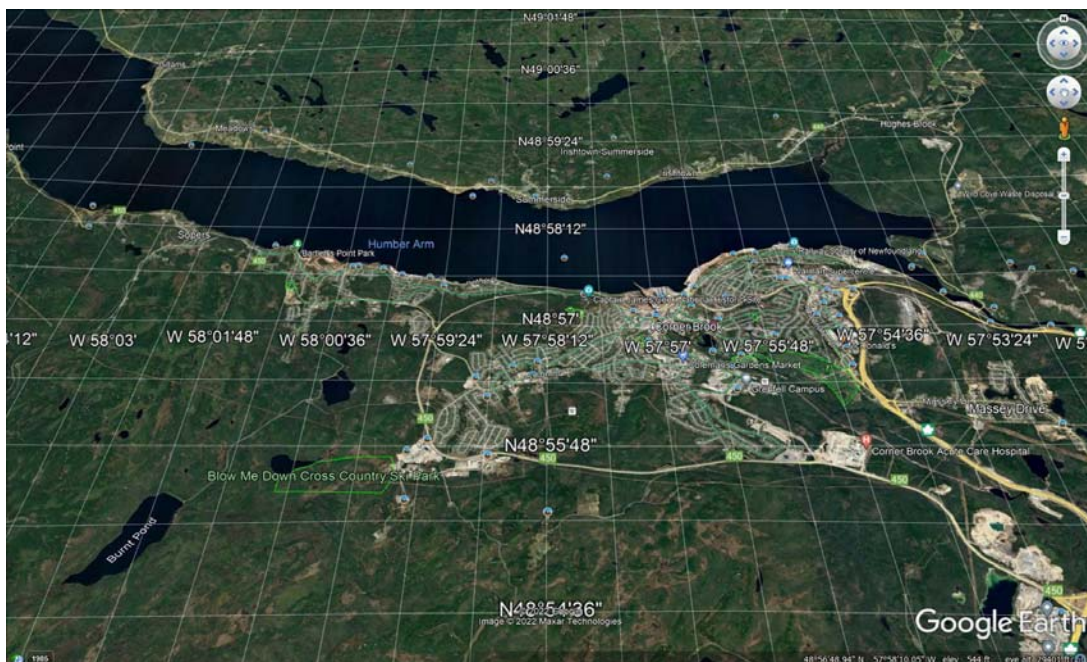
## Schedule 2

### Approved Project Scope

The approved scope of the project shall be:

In order to modernize transit payment systems, the City of Corner Brook is seeking funding to enable a partnership with Metrobus (St. Johns) to provide a “smart card” digital payment option for Corner Brook Transit customers. The proposed partnership would see the City of Corner Brook availing of the existing Metrobus digital backend infrastructure to provide the digital smart card system which includes smart card validators, driver consoles, desk top readers, training and engineering services. This technology would also facilitate a pilot project in conjunction with the NL Department of Children, Seniors and Social Development, whereby those on income assistance would be given a transit pass.

The project location is defined in the google earth image below.



**Schedule 3**

**Project Timelines**

	<b>Milestone</b>	<b>Deadline</b>
1	Sign project Agreement	45 Days from notification of project approval issued by the Minister
2	Consultant Contract Awarded	12 months from notification of project approval issued by the Minister
3	Construction Contract Awarded	24 months from notification of project approval issued by the Minister
4	Project Completion and final invoices submitted to Transportation and Infrastructure	As per table contained in project guidelines, but not more than 48 months from notification of project approval issued by the Minister.

## **SCHEDULE A – PROGRAM DETAILS**

### **A.1 General Program Requirements**

#### **1. Eligible Expenditures**

##### **1. Eligible Expenditures will include the following:**

- i) All costs considered by Newfoundland and Labrador to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section Ineligible Expenditures, and which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens assessments as outlined and creating community employment benefit plans;
- 2. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
  - i) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
  - ii) The arrangement is approved in advance and in writing by Newfoundland and Labrador.
- 3. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments, or Aboriginal consultation and engagement activities as outlined, which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada for contribution funding under this Agreement.

#### **4. Ineligible Expenditures**

##### **1. Ineligible expenditures for Projects will include the following:**

- i) Costs Incurred before Project approval and any and all expenditures related to Contracts signed prior to Project approval, except for expenditures associated with completing climate lens assessments as required
- ii) Costs Incurred for cancelled Projects;
- iii) Costs of relocating entire communities;
- iv) Land acquisition, except where permitted with prior approval;
- v) Leasing land, buildings and other facilities; leasing equipment other than equipment directly related to the construction of The Project; real estate fees and related costs;

- vi) Any overhead costs, including salaries and other employment benefits of any employees of the Ultimate Recipient, any direct or indirect operating or administrative costs of Ultimate Recipients, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Ultimate Recipient's staff, except in **Eligible Expenditures**;
- vii) Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
- viii) Any goods and services costs which are received through donations or in kind;
- ix) Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates;
- x) Costs associated with operating expenses and regularly scheduled maintenance work;
- xi) Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project;
- xii) All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required have been met and continue to be met;
- xiii) Land acquisition in cases where it is the sole Project component; and
- xiv) Costs associated with or for the acquisition of publically owned land.

## A.2 Public Transit

### 1. Objective

1. The public transit stream will primarily build new urban transit networks and service extensions that will transform the way that Canadians live, move and work.

### 2. Eligible Project Outcomes

1. Projects eligible for public transit stream contribution funding under this Agreement must meet at least one of the following outcomes:

Improved capacity of public transit infrastructure
Improved quality and/or safety of existing or future transit systems
Improved access to public transit
Improved capacity and/or quality of pathways and/or active transportation infrastructure

### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Public Transit stream contribution funding under this Agreement will not exceed:
  - i) Forty percent (40%) of Eligible Expenditures in Newfoundland and Labrador for new construction and expansion of public transit and active;
  - ii) Fifty percent (50%) of Eligible Expenditures in Newfoundland and Labrador for public transit rehabilitation Projects; or
  - iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit private sector Ultimate Recipients notwithstanding a) or b) in this section.
2. If the federal Crown's total funding towards a Project under the public transit stream exceeds the federal funding limits set out in this section or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

### 4. Federal Requirements

1. Each Project that aligns with an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:
  - i) Public transit refers to modes of public transportation that allow for the movement of passengers within and/or outside an urban (metropolitan) or municipal setting. As such, Projects involving pathways and active transportation, as well as inter-

community bus, rail, port and ferry infrastructure that are owned by a public sector body or created under provincial statute are eligible in the context of commuter transit Project.



### A.3 Green Infrastructure

#### 1. Objective

1. The Green Infrastructure Stream will support greenhouse gas emission (GHG) reductions, enable greater adaptation and resilience to the impacts of climate change and climate-related disaster mitigation, and ensure that more communities can provide clean air and safe drinking water for their citizens. This stream includes the following three sub-streams:

- i) Climate Change Mitigation;
- ii) Adaptation, Resilience, Disaster Mitigation; and
- iii) Environmental Quality.

#### 2. Eligible Project Outcomes

1. Projects eligible for Green Infrastructure Stream contribution funding under this Agreement must meet at least one of the outcomes in the following table, except for planning Projects, where the eventual infrastructure Project must align with at least one of the outcomes in the following table:

<b><u>Climate Change Mitigation Outcomes:</u></b>
Increased capacity to manage more renewable energy
Increased access to clean energy transportation
Increased energy efficiency of buildings
Increased capacity to generate clean energy
<b><u>Adaptation, Resilience and Disaster Mitigation Outcomes:</u></b>
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
<b><u>Environmental Quality Outcomes:</u></b>
Increased capacity to treat and/or manage wastewater and/or stormwater
Increased access to potable water
Increased capacity to reduce and/or remediate soil and/or air pollutants
Improved capacity and/or quality of pathways and/or active transportation infrastructure

#### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Green Infrastructure stream contribution funding under this Agreement will not exceed:
  - i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;
  - ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate

Recipients; or

iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients.

2. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval from Canada.
3. If the federal Crown's total funding towards a Project under the Green Infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.
4. Federal Requirements
  1. Each Project that aligns with a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
  2. For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, Newfoundland and Labrador will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
  3. Each Project that aligns with an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
    - i) Wastewater Projects must result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable.
    - ii) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
    - iii) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the Generally Accepted Principles for Calculating Municipal Solid Waste System Flow.
    - iv) Projects that reduce or remediate soil pollutants must be undertaken on properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

#### **A.4 Community, Culture and Recreation Infrastructure**

##### **1. Objective**

1. The Community, Culture and Recreation Infrastructure stream will build stronger communities and improve social inclusion.

##### **2. Eligible Project Outcomes**

1. Projects eligible for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement must meet the outcome in the following table.

Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations

##### **3. Stacking and Cost-Sharing**

1. The maximum funding from all federal sources to a Project approved for Community, Culture and Recreation Infrastructure stream contribution funding under this Agreement will not exceed:
  - i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations; or
  - ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate Recipients notwithstanding (1) in this section.
  - iii) The maximum funding to a Project under the community, culture and recreation infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
  - iv) If the federal Crown's total funding towards a Project under the community, culture and recreation infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

##### **4. Federal Requirements**

1. Each Project that aligns with an outcome in the Community, Culture and Recreation Infrastructure Outcomes Table must meet the following requirements:

2. Community, Culture and Recreation Infrastructure Projects must be community-oriented, non-commercial in nature and open for use to the public and not limited to a private membership.
3. “Community Infrastructure” is defined as community hubs and community centres. These are publicly accessible, multi-purpose spaces that bring together a variety of different services, programs and/or social and cultural activities to reflect local community needs.
4. Project Health and Education facilities must benefit Indigenous peoples by advancing the Truth and Reconciliation Commission’s Calls to Action.

### A.5 Rural and Northern Communities Infrastructure

#### 1. Objective

1. The Rural and Northern Communities Infrastructure stream will support Projects that improve the quality of life in rural and northern communities by responding to rural- and northern-specific needs.

#### 2. Eligible Project Outcomes

1. Projects eligible for Rural and Northern Communities Infrastructure stream contribution funding under this Agreement:

- i) must meet at least one of the outcomes in the following table; or

Improved food security
Improved and/or more reliable road, air and/or marine infrastructure
Improved broadband connectivity, including Internet and mobile wireless infrastructure
More efficient and/or reliable energy
Improved education and/or health facilities (specific to the Truth and Reconciliation Commission's <i>Calls to Action</i> )

- ii) must, subject to approval by Canada, meet at least one of The Project outcomes in the Public Transit Outcomes Table, the Green Infrastructure Outcomes Table or the Community, Culture and Recreation Infrastructure Outcomes Table.

#### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:
  - i) Fifty percent (50%) of Eligible Expenditures municipalities and regional governments with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
  - ii) Sixty percent (60%) of Eligible Expenditures for municipalities and regional governments with a population of less than five thousand (5,000);
  - iii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate

Recipients; or

- iv) Twenty-five percent (25%) of Eligible Expenditures for for-profit, private sector Ultimate Recipients, notwithstanding i) or ii) in this section.
- v) The maximum funding to a Project under the rural and northern communities infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval by Canada.
- vi) If the federal Crown's total funding towards a Project under the rural and northern communities infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.

#### 4. Federal Requirements

1. Each Project that aligns with an outcome in the Rural and Northern Communities Infrastructure Outcomes Table must meet the following requirements:
2. Projects will be restricted to those situated within, and that are for the direct benefit of, rural and northern communities with a population of one hundred thousand (100,000) or less based on 2016 Statistics Canada Census data.

## **SCHEDULE B – COMMUNICATIONS PROTOCOL**

### **B.1 Purpose**

1. This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and The Projects funded through it.
2. This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
3. The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

### **B.2 GUIDING PRINCIPLES**

1. Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
2. Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

### **B.3 GOVERNANCE**

1. The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to the Oversight Committee.

### **B.4 JOINT COMMUNICATIONS**

1. Canada, Newfoundland and Labrador and the Ultimate Recipient will have Joint Communications about the funding of The Project(s).
2. Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
3. All Joint Communications material will be approved by Canada and Newfoundland and Labrador prior to release, and will recognize the funding of all Parties.
4. Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of The Project(s). The requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.

5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the Ultimate Recipient to participate and choose their own designated representative (in the case of an event).
6. Newfoundland and Labrador or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
7. Canada has an obligation to communicate in English and French. Joint communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on products.
8. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

#### **B.5 INDIVIDUAL COMMUNICATIONS**

1. Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Newfoundland and Labrador retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
2. Canada will post a copy of this Agreement on its website, in addition to information on any of The Projects funded through it.
3. Canada, Newfoundland and Labrador and the Ultimate Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.
4. Canada, Newfoundland and Labrador or the Ultimate Recipient may issue digital communications to communicate progress of The Project(s).
5. Where a web site or web page is created to promote or communicate progress on a funded Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This Project is funded in part by the Government of Canada." The Canada wordmark or digital sign must link to Infrastructure Canada's website, at [www.infrastructure.gc.ca](http://www.infrastructure.gc.ca). Canada will provide and publish guidelines for how this recognition is to appear.
6. The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, or of the completed Project, for use in social media and other digital individual communications activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to [INFC.photos@canada.ca](mailto:INFC.photos@canada.ca) along with Project name and location.



## **B.6 OPERATIONAL COMMUNICATIONS**

1. The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
2. Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This Project is funded in part by the Government of Canada." As appropriate, operational communications will also recognize the funding of Newfoundland and Labrador in a similar manner.

## **B.7 MEDIA RELATIONS**

1. Canada and Newfoundland and Labrador will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

## **B.8 SIGNAGE**

1. Canada, Newfoundland and Labrador or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.
2. Where a physical sign is to be installed, unless otherwise agreed upon by Canada, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines.
3. The joint sign design, content, and installation guidelines will be provided by Canada.
4. The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
5. Digital signage may also be used in addition or in place of a physical sign in cases where a physical would not be appropriate due to Project type, scope, location or duration.
6. Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
7. Newfoundland and Labrador agrees to inform Canada of sign installations through The Project progress reports referenced in section 14 (Reporting) of this Agreement.
8. Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project,

and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

9. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

#### **B.9 COMMUNICATING WITH ULTIMATE RECIPIENTS**

1. Newfoundland and Labrador agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for Communications Activities.

#### **B.10 ADVERTISING CAMPAIGNS**

1. Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Newfoundland and Labrador may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.



Government of Newfoundland and Labrador  
**Department of Transportation and Infrastructure**  
 Municipal Infrastructure Division

### Municipal Infrastructure Agreement Checklist

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

Please ensure that all items noted below are returned by email in PDF format to [mifunding@gov.nl.ca](mailto:mifunding@gov.nl.ca)

Document	Attached
Municipal Infrastructure Agreement Checklist (this document)	<input type="checkbox"/>
Signed Funding Agreement (1 PDF)	<input type="checkbox"/>
Minute of Council/Committee accepting the funding (1 PDF)	<input type="checkbox"/>

\*For Internal Use Only\*

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

To be completed by Ultimate Recipient representative:

\_\_\_\_\_  
 Signature (UR)                      Title (UR)                      Date

To be completed by Municipal Infrastructure representative

\_\_\_\_\_  
 Signature (MI)                      Title (MI)                      Date



### Sample Council/Committee/ICG Resolution

At the Meeting on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_ passed the following motion as it

relates to the Project number \_\_\_\_\_ Project name

\_\_\_\_\_

Motion #: \_\_\_\_\_

Moved By: \_\_\_\_\_ Title: \_\_\_\_\_

Second By: \_\_\_\_\_ Title \_\_\_\_\_

*"Be it resolved that, we the Ultimate Recipient \_\_\_\_\_ accept cost-shared funding as outlined in the Department of Transportation and Infrastructure project approval letter dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Project number \_\_\_\_\_ Project name \_\_\_\_\_ with a total project value of \$ \_\_\_\_\_. This council/board/ICG agrees to provide the Ultimate Recipient share value of \$ \_\_\_\_\_ in funding for this project and authorizes the Mayor/Committee Chair/AngajukKâk and Town Clerk/Secretary to enter into a funding agreement with the Department of Transportation and Infrastructure on behalf of \_\_\_\_\_."*

Motion Adopted/Defeated

# In Favour \_\_\_\_\_ .

# Opposed \_\_\_\_\_ .

Abstained or declared conflict of interest \_\_\_\_\_ .



# Request for Decision (RFD)

**Subject:** Agreement Urve Manual – Atrium Artwork Project.

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Community Services  
**Staff Contact:** Darren Charters, Director of Community, Engineering, Development & Planning  
**Topic Overview:** Council approval is required to finalize the agreement with Urve Manuel – The Glass Station for the City Hall Atrium Art work project.  
**Attachments:** [Contract LAS revised Sept 14-2022](#)  
[Schedule B-Proposal](#)

## BACKGROUND INFORMATION:

Urve Manuel a self-taught artist, who has been working with glass for 18 years. She works year round in The Glass Station, in Rocky Harbour, NL.

Manuel uses leaded and fused glass panels, as well as kiln-formed glass sculpture and functional objects. Her studio may be occupied by a herd of freestanding glass caribou, or iridescent squid immortalized in shimmering glass platters. The interactions of colour, texture of glass and the ever-changing light brings life to Manuel's vibrant works, mimicking the beauty that surrounds her.

For this project, there are two separate pieces, Wood and Bog, and River to the Sea, which constitute the whole proposed installation entitled Local Habitat. Wood and Bog will be created from sheet metal with round stock painted metal, and art glass inserts. There will also be 'holes' in sections of the metal, to allow light to come through, and to create the illusion of movement that the viewer would experience as they walk past or look over the installation. The five spaced layers of the installation also add depth and interest to this section, and the curvature of the segments as well as the transparency of the colourful glass allows the work to be enjoyed from all sides.

River to the Sea will be created with welded and painted stock metal, and colourful art-glass inserts. This project is co-funded by the City of Corner Brook and Provincial Government as part of the Come Home Year Grant.

## PROPOSED RESOLUTION:

**Be it resolved** that the Council of the City of Corner Brook approve the agreement with Urve Manuel to install the Local Habitat art works at a cost of \$49 944.50 (HST Inc.) .

## FINANCIAL IMPACT:

Budget line 01-700-2500-68400

**Budget Code:** 01-700-2500-68400

**Finance Type:** Budget

**Legal Review:** Yes

#### **LEGAL REVIEW:**

Form of agreement prepared by in house council

#### **RECOMMENDATION:**

It is the opinion of staff that the City of Corner Brook should enter into an agreement with Urve Manuel to deliver the two separate pieces, Wood and Bog, and River to the Sea at the cost of \$49,944.50 (HST Inc).

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

#### **ALTERNATIVE IMPLICATIONS:**

##### **Options:**

1. That the Council of the City of Corner Brook approve the agreement with Urve Manuel to install the Local Habitat art works at a cost of \$49,944.50 (HST Inc.) .
2. That the Council of the City of Corner Brook not approve the agreement with Urve Manuel the Local Habitat art works at a cost of \$49,944.50 (HST Inc.) .
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering, Development & Planning	Approved - 15 Sep 2022
Office Assistant 111	Approved - 16 Sep 2022

---

City Manager

This Agreement made in duplicate this 12th day of September 2022 at the City of Corner Brook in the Province of Newfoundland and Labrador

**Between** **City of Corner Brook**, a body corporate duly continued pursuant to the City of Corner Brook Act, R.S.N.L. 1990, c. C-15, as amended (hereinafter referred to as "the City")

Of the First Part

**Urve Manuel**, a resident of the Town of Rocky Harbour in the Province of Newfoundland and Labrador (hereinafter referred to as the Proponent")

Of the Second Part

**WHEREAS** the City issued a request for proposal for a public art installation titled "Corner Brook Atrium Project" (hereinafter called the RFP");

**AND WHEREAS** the Proponent submitted a proposal to the City in response to the RFP, a true copy of which is annexed hereto as Schedule "B";

**AND WHEREAS** the City desires to retain the service of the Proponent in relation to the RFP;

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

1. The City will pay to the Proponent a flat fee of up to Forty Three Thousand Four Hundred Thirty dollars and Zero cents (\$43,430.00} plus HST where applicable following total completion and installation of the Work to the satisfaction of the City, following which. Payment shall be made in accordance with the breakdown of costs annexed hereto as Schedule "A". Final payment in full shall be made within thirty (30) days of the City having received an invoice from Urve Manuel and such supporting documentation as the City's Director of Finance and Administration deems necessary in his sole and absolute discretion for validation and processing of the payment.

2. Payment shall be made by cheque addressed to:

**Urve Manuel  
C/O The Glass Station  
54 Main Street s, Rocky Harbour, NL  
A0K 4N0**

3. The Proponent shall provide the following products and services to the City (the "Work" and the "Art Installation") in accordance with this Agreement and the Contract Documents which are comprised of this Agreement, the RFP and the Proposal, a true copy of which is annexed here to as Schedule "B":
- a) The Proponent shall create, provide and install the Art Installation Piece #1 "Wood and Bog"- 12 ' by 12' & Art Installation Piece # 2 –"River to the Sea" 23' x 5' In the Atrium of the Corner Brook City Hall in the City of Corner Brook, Province of Newfoundland and Labrador which location is more particularly described in the RFP;
  - b) The public art installation shall be delivered in accordance with the Proposal and the City's RFP save and except for the delivery and installation dates which shall be extended to September 30th, 2022.
  - c) The Art Installation shall celebrate and promote an understanding of local culture and heritage with an emphasis on habitat.
  - d) The Art Installation shall be a creative new work that is created and designed by Urve Manuel, Two separate pieces Wood and Bog and the River to the Sea as more particularly described in the Proposal;
  - e) The design for the Art Installation shall not contain any imagery that may be considered vulgar, obscene or offensive and shall be pre approved by the City, such approval not to be unreasonably withheld;
  - f) The Art Installation shall meet all Regulations of the City, including but not limited to the City signage regulations and development regulations;
  - g) The Proponent shall install the Art Installation in accordance with drawings



to be submitted to the City for approval and to the entire satisfaction of the City.

- h) Save and except for Celebration Coordination the Proponent shall conduct the Work in accordance with the work plan described in the Proposal.
4. The Work shall commence within five (5) days of execution of this agreement and shall be totally completed on or before September 30th 2022
  5.
    - i. The Proponent agrees that in performance of the Work under this agreement neither the Proponent nor any person employed by or acting as agent for the Proponent shall be or be deemed to be an officer, servant or agent of the City of Corner Brook or Corner Brook City Council. The Proponent and its officers, directors, employees, agents and contractors shall act throughout as independent contractors and shall not be or be deemed to be an employee or agent of the City of Corner Brook or Corner Brook City Council.
    - ii. The Proponent warrants and guarantees the quality of their Work and shall at their own expense rectify and make good any defect or fault appearing within a period of ten (10) years from the date of total completion of the Work. The City shall give the Proponent written notice of observed defects promptly and the Proponent shall rectify and make good the defect or fault within thirty (30) days of having received notification of same. In the event that the Proponent fails to honour this warranty and guarantee within thirty (30) days of receiving notice, the City may rectify and make good any defect or fault and Collect the cost of same from the Proponent as a civil debt along with a penalty of fifty dollars (\$50.00) for each and every week that the Proponent has failed to rectify and make good any defect or fault and/or has failed to reimburse the City the cost of same.
  6.
    - i. The City of Corner Brook and Corner Brook City Council shall not be liable for any death or injury of any kind to any person or persons (including but


not limited to those under or in connection with the Workplace Health, Safety and Compensation Act, RSNL 1990 Ch. W-11, as amended, or any successor legislation) or with respect to any loss of or damage to property arising out of any act or omission of the Proponent its servants or agents in the performance of his, her, its or their obligations under this Agreement. The Proponent shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising.

- ii. The Proponent shall indemnify and save the City of Corner Brook and Corner Brook City Council harmless from and against all copyright claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising. The Proponent confirms that they do not retain any intellectual property rights with regard to the Art Installation as a commissioned work created by the Proponent. This includes but is not limited to copyright, in any form, including, without limitation the right of the City to take photos for marketing, promotion of the City hall site, and the right to reproduce digitally or in print, or for the resale in any capacity of the Art Installation. The City agrees to acknowledge the Proponent by name as “Urve Manuel” in any marketing and/or reproduction or advertisement for sale of the Art Installation.
- 7. Where this Agreement is terminated by the Proponent prior to provision of the services, the Proponent shall thereupon not be entitled to any payments and shall provide full refund to the City of any payments it has made.
  - 8. Where this Agreement is terminated by the City prior to the completion of all Work, the Proponent shall be entitled to payment in accordance with

this Agreement in respect of that part of the Work that has been completed up to the date of termination to a maximum of the amount of the payment set out in clause 1 herein. Any payment made in excess of the value of the Work provided at the time of termination shall be refunded to the City.

9. The Proponent shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.
10. The Proponent agree to comply with all federal, provincial and municipal laws, by-laws, rules and regulations, including obtaining all necessary permits and licences.
11. The Proponent agrees to comply with the provisions of the Human Rights Act, 2010 SNL 2010 Ch. H-13.1, as amended, as though the Proponent were an Agent of the Crown;
12. Any notice pursuant to any of the provisions of this Agreement shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
  - a. In the case of notice to the City to:
 

City Clerk  
City of Corner Brook  
P.O. Box 1080  
Corner Brook, NL A2H 6E1
  - b. In the case of notice to the Proponent:
 

Urve Manuel  
  
Rocky Harbour, NL A0K 4N0

Or to such other address and/or addressee as either party may notify the other of.
13. This Agreement shall be governed by and interpreted in accordance with

the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

14. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relative to the Work unless specifically incorporated herein.
15. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns.
16. The Proponent shall, at all times, and at its own expense maintain in force general liability insurance coverage for a minimum of two million dollars (\$2,000,000.00) per occurrence with respect to their Work and shall provide the City with certificates of a policy or policies of an insurance company or companies on the date of signing this agreement and at such other times as required by the City within five (5) days of request of the City.
17. Clauses #5 and #6 of this Agreement shall survive the termination or expiration of this Agreement.
18. In the event of a conflict between the Contract Documents the following shall apply:
  - a. This Agreement shall govern over all documents; and b. The Proposal shall govern over the RFP.
19. No amendment to or modification of this Agreement shall be valid unless it is in writing and signed by both parties.

20. If any of the provisions of this Agreement are held invalid or unenforceable in any judicial or any other proceeding, such invalidity or unenforceability shall not affect in any way the validity or enforceability of any other provision of this Agreement.

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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Urve Manuel

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

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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

**Schedule "A"****Proposed Budget**

Glass Materials	\$6400.00
Glass Fabrication	\$4500.00
Metal	\$5230 + \$3500*
Metal Fabrication @\$100/hr shop time	\$3700.00
Transport of completed metal/glass	
To Rocky Harbour	\$1900.00
To Corner Brook from Rocky Harbour	\$2000.00
Installation	
Drilling, patching, tools, materials	\$3700.00
Artist Fee	\$8 000.00
Extraneous/Just-in-case	\$4500.00
Subtotal	\$43 430.00
HST	\$6514.50
Total	\$49 944.50

## **Schedule B- Proposal**

### **Corner Brook Call for Public Art—City Hall**

#### **Urve Manuel Bio**

"Not all people will climb the mountain to see the stark whiteness of the snow against a cobalt blue sky, nor will they all wake up to watch the sun strike the horizon and turn the mountains a deep fuchsia, but these people might still want to be a part of those scenes in a less physical way. My art allows me to share with others what gives me such deep joy."Urve Manuel

Urve Manuel is continuously amazed at the beauty of nature. From the tiniest Calypso orchid on the limestone barrens of the northern tip of Newfoundland to the osprey soaring over her studio in Rocky Harbour, Manuel finds inspiration for her leaded and fused glass panels, as well as kiln-formed glass sculpture and functional objects. Her studio may be occupied by a herd of freestanding glass caribou, or iridescent squid immortalized in shimmering glass platters. The interactions of colour, texture of glass and the ever-changing light brings life to Manuel's vibrant works, mimicking the beauty that surrounds her.

Self-taught after an introduction to traditional leaded glass in an evening class in British Columbia, Urve has been working with glass for 18 years. She works year-round in her studio and gallery, The Glass Station, in Rocky harbour NL.

#### **Reference Projects**

##### **Public Art Installations**

Coming and Going

23' x 15' glass and metal installation at Deer Lake Regional Airport

Ephemeral Joys: Childhood Memories

Life-size Ice-fishing structure, glass, metal, wood

### **Private Installation**

Salmon Strata

15' x 10' glass, metal installation

The biggest challenge for any of these projects was the creation of the framework for the glass, and the installation itself. Plans had to change to suit available hardware, and a tremendous amount of time needed to be spent with metal fabricators to get the shapes and designs with the metal that were needed to suit the design of the piece as a whole. Long hours, good discussion and problem solving with experts in engineering and metal specialty took care of the major issues; for smaller things like sourcing suitable hardware, local professionals were able to order what was necessary with sample pieces.

### **Delivery Schedule**

June 1-10 Designing templates for all glass and metal work

June 10-25 Working with metal fabricators according to templates

June 26- July 15 Creating glass for insert sections in the metal

July 18 beginning installation in City Hall

July 22 continuing installation

July 25-27 completing installation

### **Project Management Plan (including work plan, etc.)**

As I am working full-time at The Glass Station, I need to be very cognisant of the time that it takes for each segment of the project. The pieces that I have the most control over are, of course, the glass sections; I am allotting extra time to travel back and forth to Deer Lake to work with metal fabricators, and am concentrating on having that portion being completed before I begin making the glass inserts. It is easier for me to change my work than to get the metal work altered.

I will be speaking with City Hall maintenance personnel to see how best to install the work on/in the flooring so that it will be secure, and make arrangements to have that prepped before we bring the artwork to the building.

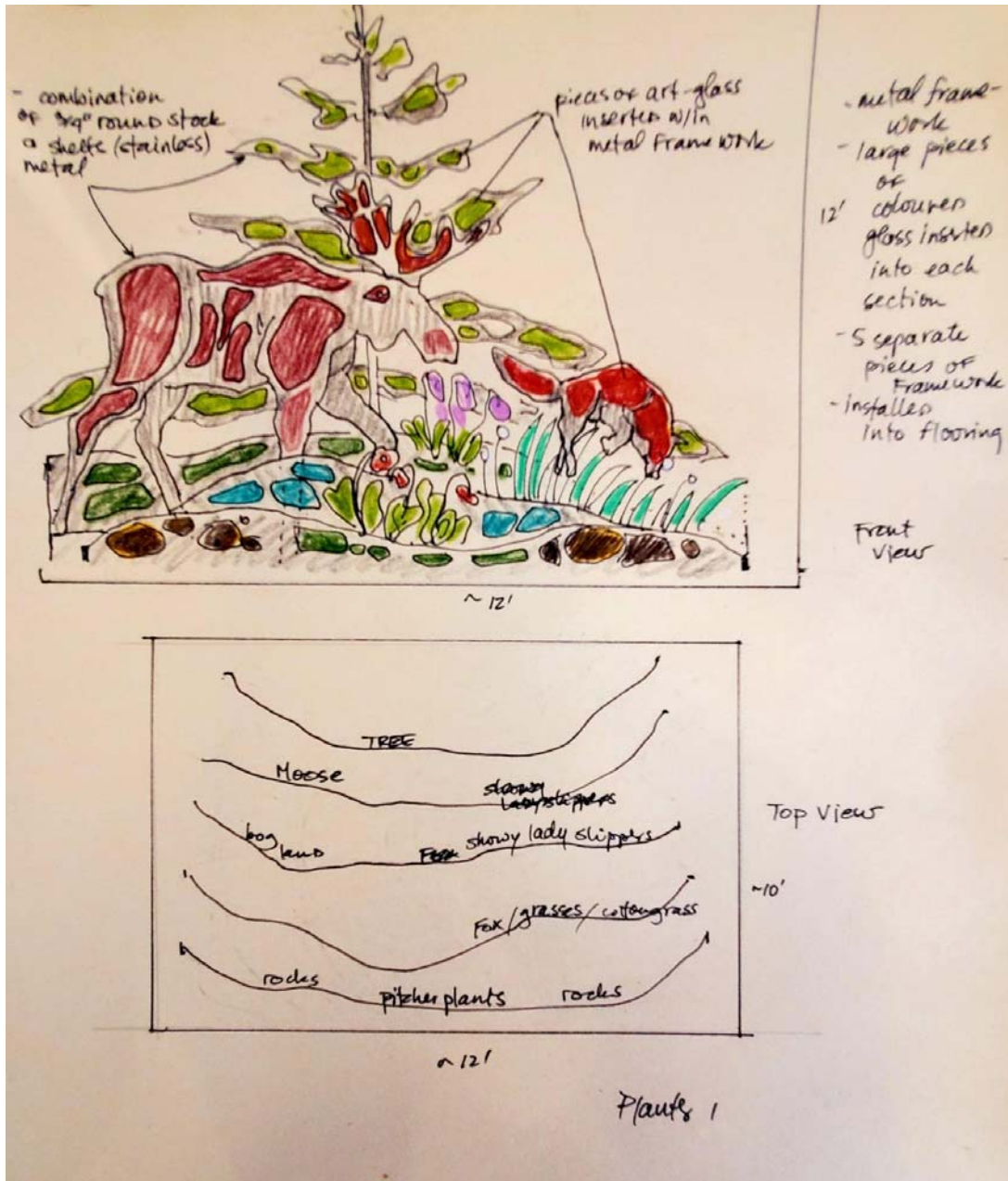
I'll have proper delivery vehicle and packaging to ensure the safety of the structures as they are transported from Rocky Harbour to Corner Brook.

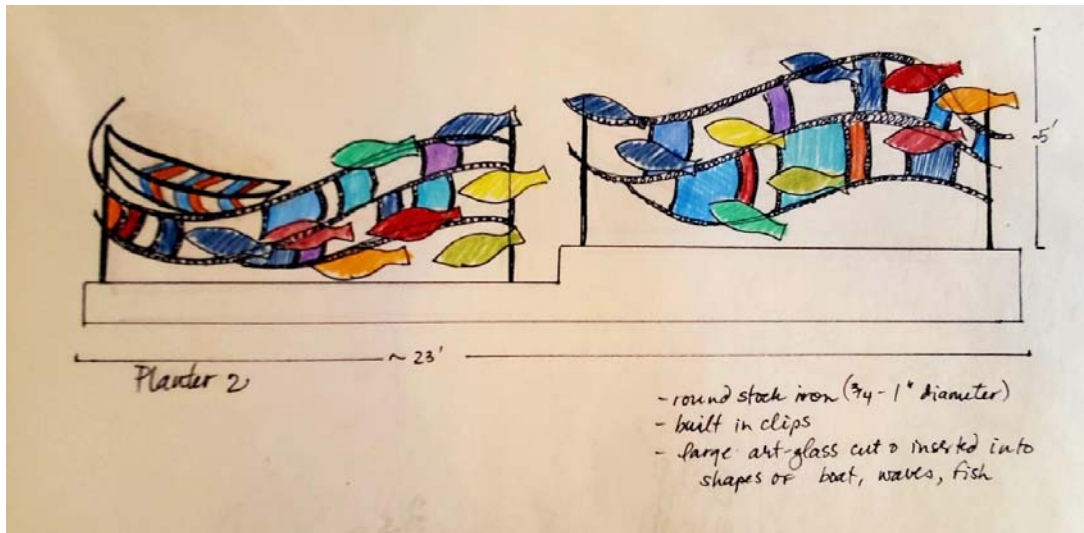


**Proposed Work****Local Habitat**

The two separate pieces, Wood and Bog, and River to the Sea constitute the whole proposed installation entitled Local Habitat. Wood and Bog will be created from sheet metal that will be allowed to rust and patina with age, ½" - ¾" round stock painted metal, and art glass inserts. There will also be 'holes' in sections of the metal, to allow light to come through, and to create the illusion of movement that the viewer would experience as they walk past or look over the installation. The five spaced layers of the installation also add depth and interest to this section, and the curvature of the segments as well as the transparency of the colourful glass allows the work to be enjoyed from all sides.

River to the Sea will be created with welded and painted ½" round stock metal, and colourful art-glass inserts.





**Urve Manuel** 83 Main St, Rocky Harbour NL A0K 4N0



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

#### **EXHIBITIONS**

- |           |  |
|-----------|--|
| 2015-2022 | Principal Artist and Curator for The Glass Station Gallery, Rocky Harbour, NL  |
| 2022      | Annual Members Exhibit, Craft Council NL   |
| 2022      | 50 <sup>th</sup> Anniversary of Craft, The Rooms, NL   |
| 2022      | Wild installations of Ephemeral Joy: Childhood Memories  |
| 2015      | Blue, Mala Gallery, Corner Brook, NL<br>Wear Your Skin, The Glass Station Gallery, Rocky Harbour NL  |
| 2014      | Caribou, Juried Exhibition, Craft Council Gallery, St. John's NL   |
| 2013      | Boxed In!, Juried National Exhibition at The Rooms, St. John's, NL, curated by Denis Longchamps<br>Comfort & Joy, juried exhibition, Craft Council Main Gallery, St. John's, NL<br>North, Juried Exhibition, Craft Council Annex Gallery, St. John's NL<br>Fire and Ice, Juried Exhibition, Craft Council Gallery, St. John's NL                                 |
| 2012      | The Heart of Giving Christmas Exhibition, Arts & Culture Centre, Corner Brook NL<br>Comfort & Joy Exhibition at Craft Council Gallery, St. John's, NL<br>AME Juried Group Exhibition, Craft Council Gallery, St. John's, NL<br>Operation Homespun, Juried group exhibition, Craft Council Gallery, St. John's, NL  |
| 2011      | Bridging the Gap, Juried Exhibition, Eastern Edge Gallery, St. John's, NL<br>Salmon Run, Solo Exhibition at Grenfell Campus Fine Art Gallery, Corner Brook, NL<br>Blue Juried exhibition at Craft Council Main Gallery, St. John's, NL<br>Salmon Run Exhibition Art Gallery of Mississauga, ON<br>Fireworks Travelling Exhibition with Fusion Clay and Glass, ON |

- 2010      Comfort & Joy Exhibition at Craft Council Gallery, St. John's, NL  
 The HeART of Giving Christmas Exhibition, Arts & Culture Centre, Corner Brook NL  
 Salmon Run installation UNESCO World Heritage Site, Gros Morne National Park, NL  
 Salmon Run Solo Exhibition at Devon House Main Gallery, St. John's NL. May 8-June 13  
 Spring Again! Juried Exhibition at Craft Council Gallery, curated by Sharon Le riche  
 Nature Culture; Beauty in Gros Morne Rocky Harbour, NL Curated by Brenda Stratton  
 Craft Council Gallery Annual Members' Exhibit, Devon House Main Gallery, St. John's NL,  
 curated by Sharon LeRiche  
 Glass Menagerie, Moorings Gallery, NS July 31-Aug 12  
 The Art of Adornment, Moorings Gallery, NS Aug. 28- Sept. 23  
 Creativity and Invention, Moorings Gallery, NS Nov 27- Dec. 24

#### **PUBLIC ART**

- 2022      Installation of Ephemeral Joy: Childhood Memories in numerous locations Western NL  
 2019      Ice Houses, outdoor winter installation Rocky Harbour, NL  
 2010      Coming and Going, Deer Lake Regional Airport, NL

#### **AWARDS & GRANTS**

- 2013      IBRD Professional Development Grant  
 2012      Newfoundland and Labrador Arts Council Professional Artist Project Grant  
 2011      Newfoundland and Labrador Arts Council Professional Artist Project Grant  
 2010      Newfoundland and Labrador Professional Artist Travel Grant  
             Professional Development Grants (2)  
             Market Development Grant  
 2009      Professional Development Grant (2)  
 2008      Craft Council Professional Development Grant  
 2008      Newfoundland and Labrador Art Council Grant  
 2008      Craft Council of Newfoundland and Labrador Studio Start-up Grant

- 2007            Craft Industry Development Program Marketing Component Grant,  
Innovation, Trade and Rural Development & Craft Council of  
Newfoundland and Labrador
- 2007            Newfoundland and Labrador Arts Council Project Grant, NL
- 2007            New Creations Grant, Craft Council of Newfoundland and Labrador
- 2006            Newfoundland and Labrador Arts and Letters Award, Visual Arts Division

### **COLLECTIONS**

Canadian Embassy, Reykjavik, Iceland  
The Rooms Provincial Art Gallery, St. John's, NL  
Private collections

### **SELECTED BIBLIOGRAPHY**

Samantha Hoyles, "Pit Stop at the Glass Station", Home and Cabin, Spring 2015, 32-34

Leopold CJ Kowolik, "Portfolio: Perspectives on Fast and Slow", Studio Craft and Design in Canada, Fall/Winter issue, 2010, 47.

Katherine Hudson, "Deer Lake Regional Airport recognizes artists' work", The Western Star, Sept. 21, 2010, 21.

Gloria Hickey, "Going Home: Glass Artist Urve Manuel Tells a Tale of Fish and Family", Canadian Contemporary Glass Art Magazine Cover Story, Aug. 2010 <http://mag.glassartcanada.ca/cover/going-home-glass-artist-urve-manuel-tells-a-tale-of-fish-and-family/>

Arts Editor, "Salmon Life Sparkling in Sculpture", The Telegram, June 11, 2010, B5.

Gary Kean, "Salmon Run", The Western Star, May 13, 2010, 22.



# Information Report (IR)

**Subject:** Community Services Project Update

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Community Services

**Staff Contact:** Darren Charters, Director of Community, Engineering, Development & Planning

**Topic Overview:** Community Services Project Update

## BACKGROUND INFORMATION:

This IR is intended to advise Council of a solution intended to get transit passengers to the new Long Term Care (LTC) as a pilot project.

Council has directed staff to explore ways to get passengers directly to the door of the new LTC and as a result, several options were explored. These included: extending the existing route and using a shuttle service. It is not possible to extend the current routes to the LTC as this would have a significant negative impact on the existing service making it unreliable and could see regular passengers waiting for the bus for far longer than is acceptable. The option of stationing a shuttle bus such that it could take passengers to the door once dropped off at the nearest transit stop proved to be cost prohibitive.

Staff are now proposing that a subsidized taxi service be used to take passengers from the Transfer Station on Park Street to the LTC and from the LTC back to the Transfer Station. It is proposed that the service works as follows:

- All trips start and end at Park Street Transfer Station
- Service only available from 7:00am to 6:00pm Monday-Friday (same hours as regular transit service)
- Transit fare (\$3.50) must be paid to either transit operator, taxi driver or the passenger must show a valid monthly bus pass to the transit operator
- All Passengers must make their way to the Transfer Station
- Transit operators to call Buckle's dispatch to request taxi to LTC from the transfer station
- Passengers must call from LTC to request return taxi no later than 6:00 pm
- Taxi companies to submit receipts for each trip provided, and whether or not fare (\$3.50) was paid, on a monthly basis

This service would operate in much the same way as trips that are now provided to passengers with mobility challenges.

Because the number of trips required is currently unknown, it is difficult to estimate what such a service will cost. Local taxi companies have suggested that each trip (one way) would cost roughly \$20.00.

Staff will work with the new Transit provider and local taxi companies to implement the additional service by October 3rd. At the same time, staff will develop a communication strategy to inform the public of the additional service. Staff will also bring a follow up report to Council regarding the number of users and the cost of the service after six month period.

Director of Community, Engineering, Development & Planning

Approved - 18 Sep 2022

Office Assistant 111

Approved - 20 Sep 2022

---

City Manager





# Request for Decision (RFD)

**Subject:** National Day for Truth and Reconciliation, September 30, 2022

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 20 Sep 2022  
**Department:** Human Resources  
**Staff Contact:** Alicia Park, Administrative Assistant  
**Topic Overview:**

## BACKGROUND INFORMATION:

The National Day for Truth and Reconciliation is a statutory holiday for employees in the federal government and federally regulated workplaces. The holiday was created in June of 2021 with the intent to educate and remind Canadians about the history of residential schools, honor victims and celebrate survivors.

The province of Newfoundland and Labrador has not yet designated this day a provincial statutory holiday; however, have closed provincial buildings and given provincial employees the holiday. The province states that consultations are ongoing with regards to making this day a provincially recognized holiday.

## PROPOSED RESOLUTION:

Be it **RESOLVED** that the City of Corner Brook approve the request for September 30, 2022, The National Day for Truth and Reconciliation, to be a holiday for City employees and grant City of Corner Brook staff the day to reflect and commemorate the tragic history of residential schools in Canada.

## RECOMMENDATION:

staff recommends closing City buildings, thereby granting City employee's a day off with pay.

## ALTERNATIVE IMPLICATIONS:

1. Approve September 30th as an employee holiday for 2022
2. Do not approve September 30th as a holiday for 2022

Office Assistant 111

Approved - 14 Sep 2022

\_\_\_\_\_  
 City Manager





# Request for Decision (RFD)

**Subject:** Public Budget Consultation

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 20 Sep 2022

**Department:** Finance and Administration

**Staff Contact:** Sievendra Maistry, Director of Finance and Administration

**Topic Overview:**

## BACKGROUND INFORMATION:

Staff are currently working on preparing for the 2023 budget. At a Finance and Administration Standing Committee meeting on September 8th, 2022 the Committee discussed the option of having a public budget consultation. This would allow for residents to provide feedback for staff to consider during the budget process.

To provide that opportunity for the residents, the proposed process would be to hold a public budget consultation during the next Finance and Committee meeting, which is currently schedule for October 13th at 4:30p.m.. Interested parties can register with the committee that they would like to attend and speak to the committee. We can provide residents with a 3-5 minute opportunity within the time frame of the meeting to address the committee regarding the budget.

## PROPOSED RESOLUTION:

It is **RESOLVED** to approve the public budget consultation as proposed.

## ALTERNATIVE IMPLICATIONS:

Options:

1. Council can approve to hold public budget consultations as proposed.
2. Council can approve another option for the public budget consultation process.
3. Council can not proceed with a public budget consultation.

Office Assistant 111

Approved - 16 Sep 2022

\_\_\_\_\_  
City Manager