



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 June 22, 2020 at 5:00 p.m. via Videoconference.

CITY CLERK

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**MINUTES OF A REGULAR MEETING OF
THE COUNCIL OF THE CITY OF CORNER BROOK
VIDEO-CONFERENCE- ZOOM
MONDAY, 25 MAY, 2020 AT 5:00 PM**

PRESENT:

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

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

20-63 Approval of Agenda

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

20-64 Approval of Minutes (Regular Council Meeting - 27 April 2020)

On motion by Councillor V. Granter, seconded by Councillor J. Carey, it is **RESOLVED** to approve the Minutes of the Regular Council Meeting of April 27, 2020 as circulated. **MOTION CARRIED.**

20-65 Confirmation of Minutes

In accordance with Section 41(3) of the City of Corner Brook Act, the following motions were brought forward for ratification:

CC020-016 - Approval of Agenda (**Griffin/Staeben**)

CC020-017 - Board Appointment - NL911 (**Griffin/Carey**)

CC020-018 - Approval of Agenda (**Griffin/Granter**)

CC020-020 - Tender - 911 PSAP Redundant Line(**Griffin/Buckle**)

CC020-021 - Tender - City Hall Flooring(**Griffin/Granter**)

CC020-022 - Approval of Agenda(**Griffin/Carey**)

CC020-023 - Conflict of Interest(**Griffin/Chaisson**)

CC020-024 - Hired Equipment Services(**Griffin/Granter**)

CC020-025 - Wild Cove Landfill Site - Request for Assistance (**Griffin/Buckle**). **Councillor Carey commented he was not present for the vote.**

MOTION CARRIED FOR ALL RESOLUTIONS

20-66 Business Arising From Minutes

No items were brought forward.

20-67 Proclamations

Mayor Jim Parsons reported that he signed off on the following proclamations:

- World Ovarian Cancer Day - May 8, 2020
- Recreation Month - June 2020

**20-68 Supply of Asphalt, Concrete and Granular Materials - Standing Offer
Councillor Granter declared Conflict of Interest and abstained from voting and deliberations on this agenda item.**

On motion by Councillor B. Staeben, seconded by Councillor J. Carey, it is **RESOLVED** to accept the quotations for the Supply of Asphalt, Concrete and Granular Material as stated in the attached table for the period of June 1st, 2020 to May 31st, 2023 on a standing offer basis. **MOTION CARRIED.**

20-69 Confederation Drive/West Valley Road Roundabout - Amendment #1

On motion by Councillor V. Granter, seconded by Councillor B. Staeben, it is **RESOLVED** to approve Amendment #1 from Harbourside Transportation Consultant in the amount of \$39, 916.50 (HST Included), for an increase in consulting services related to the Confederation Drive/West Valley Road roundabout. **MOTION CARRIED.**

20-70 Youth Advisory Committee Report

Councillor L. Chaisson presented the following report from the Youth Advisory Committee Meeting of May 20, 2020:

- Committee has received grant for \$1500 to design and purchase signs with positive messages to be posted throughout the City
- YAC members plan to adopt a plot through the Community Garden initiative.
- Committee plans to work with Communications Officer to work on some social media initiatives including Instagram.

Committee members were also presented with Youth Advisory T-Shirts.

20-71 13 Bayview Heights - Home Base Business

On motion by Councillor T. Buckle, seconded by Deputy Mayor B. Griffin **RESOLVED** to approve the application to operate a home-based business (nail

salon) from the dwelling located at 13 Bayview Heights in accordance with Regulation 11- Discretionary Powers of Authority. **MOTION CARRIED.**

It was noted that there will be conditions attached to the permit as follows:

- only one client is permitted to visit the property at any given time;
- should problems arise with regard to the operation of the home-based business (parking, on-street parking problems), the City of Corner Brook reserves the right to revoke the permit;
- start-up of the salon shall only commence once public health orders related to the COVID-19 pandemic are lifted.

20-72 Recreational Vehicle Regulation

Councillor Carey advised that a Notice of Motion to amend the Recreational Vehicle Regulations will be coming forward for consideration at the next public meeting. The amendment to the Regulations includes a Revised Schedule "A" which will permit operation of ATV's on additional streets including; Park Street, West Street, Confederation Drive and Georgetown Road.

ADJOURNMENT

The meeting adjourned at 5:35 p.m.

City Clerk

Mayor

	City of Corner Brook Request for Decision (RFD)
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Subject Matter: Ratification of Decisions	
Report Information	
Department: City Manager	Attachments:
Prepared By: Jessica Smith, Legislative Assistant	Council Meeting Date: June 22, 2020

Issue: Ratification of Minutes from Council in Committee meetings for May 4, 2020 and May 11, 2020.

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

Council in Committee Meeting – June 8, 2020

It is RESOLVED to ratify minute – CC20-026 – Approval of Agenda:

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

It is RESOLVED to ratify minute – CC20-028 – Corner Brook Minor Soccer – Maintenance Agreement – Wellington Street Complex:

*It is **RESOLVED** that the City of Corner Brook enter into a formal agreement with the Corner Brook Minor Soccer Association to supply maintenance and programming services to the Wellington Street Complex for the calendar year of 2020 as per the agreed upon terms and conditions attached.*

It is RESOLVED to ratify minute – CC20-029– Corner Brook Minor Soccer – Mowing Contract

*It is **RESOLVED** that the City of Corner Brook enter into a formal agreement with the Corner Brook Minor Soccer Association to supply grass mowing services to*



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

the city owned grass soccer fields for the calendar year of 2020 as per the agreed upon terms and conditions attached.

It is RESOLVED to ratify minute – CC20-030 – Corner Brook Baseball Association – Jubilee Field Maintenance:

*It is **RESOLVED** that the City of Corner Brook enter into a formal agreement with the Corner Brook Baseball Association to supply maintenance services to the Jubilee Field Complex for the calendar year of 2020 as per the agreed upon terms and conditions attached.*

Legal Review: N/A

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

Budget/Financial Implications: N/A

Environmental Implications: N/A

Prepared by: Jessica Smith, Legislative Assistant
Supervisor: Marina Redmond, City Clerk
City Manager: Rodney Cumby
Date: May 20, 2020

Additional Comments by City Manager:

Proclamation

Municipal Awareness Day

June 24, 2020

- Whereas** municipal government is responsible for the provision of services that enhance the quality of life of its citizens; and
- Whereas** dedicated mayors, councillors and staff are essential for the effective governance of their municipalities; and
- Whereas** citizen involvement is essential for an active community; and
- Whereas** it is fitting and proper to recognize and encourage the contribution of all who work diligently for the improvement of our municipalities.

Therefore Be It Proclaimed

That June 24, 2020 be known as Municipal Awareness Day in municipalities of Newfoundland and Labrador in recognition of the vital role of municipal government and in recognition of all whose efforts support it.

Honourable Derrick Bragg, Minister
Department of Municipal Affairs
and Environment

Mayor Sheila Fitzgerald, President
Municipalities Newfoundland & Labrador

Mr. Nigel Black, President
Professional Municipal Administrators



TO: Mayor & Council
CC: Rodney Cumby, City Manager;
FROM: Dale Park, Director of Finance & Administration
DATE: June 18, 2020
SUBJECT: Virtual City Hall (VCH)

The City of Corner Brook is pleased to announce that the City has introduced Virtual City Hall. Virtual City Hall (VCH) provides property owners with the ability to review balances and transactions on their Property and Business Tax Accounts. Users can also view their property assessments and manage their billings online.

For more information and signing up for this service, please visit www.cornerbrook.com/vch

Over the past 3 months, as a result of the COVID-19 pandemic, the City has been required to adapt our operations and procedures. The City has introduced a number of tools to allow the City to continue to offer services to residents and taxpayers electronically or remotely that previously required a physical visit to City Hall. VCH is the latest tool to allow taxpayers to manage their accounts electronically and conveniently from their homes or place of business.



Council Briefing Note

Subject: Canada Day Celebrations 2020
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Date of Meeting: June 22, 2020

“Due to the restrictions on large gatherings related to COVID-19, the City’s Recreation Department will be hosting online Canada Day contests to celebrate! The contests will consist of a Canada Day themed photo scavenger hunt and a photo contest to demonstrate how you will be celebrating Canada Day this year. You can send in pictures of you and your family dressed up, your house decorated or even your bike! It’s that simple to enter.

Further details will be available on our social media sites leading up to Canada Day so get your phones and your cameras ready!

Throughout Canada Day we will also be sharing links to virtual celebrations around the Country as we share Canada Day with other communities throughout the nation.



Council Briefing Note

Subject: National Indigenous Peoples Day/National Indigenous History Month

Date of Meeting: June 22, 2020

Sunday, June 21 was National Indigenous Peoples Day and June is National Indigenous History Month.

On Friday Mayor Parsons recognized both of these occasions with a flag-raising with Chief Brendan Mitchell of the Qalipu First Nation.

On Sunday, National Indigenous Peoples Day was held virtually with story sharing, sewing lessons and language lessons along with many more discussions about history, and of course music.

“While National Indigenous Peoples Day looks quite different from past years, we can share and learn from stories, traditions and culture in new ways that keep us together and connected even though we must be apart.” (<https://www.facebook.com/CityofCornerBrook/>)



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

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

Report Information

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

Attachments: Tender Submission

Prepared By: Jim Warford

Council Meeting Date: June 22, 2020

Issue: The City of Corner Brook has requested bids for the removal of the existing culvert running under O'Connell Drive at the Woodman's Avenue intersection including the temporary relocation of existing municipal infrastructure and construction of a temporary bypass road. The project also includes for the supply and installation of two culverts including a concrete headwall and reinstatement of the municipal infrastructure.

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

Recommendation: Tenders for the O'Connell Drive – Woodman's Avenue Culvert Replacement 2020-10 closed on June 16, 2020 with the following three (3) bids received:

West Coast Excavating & Equipment Co. Ltd.	\$862,439.05 (HST included)
Marine Contractors Inc.	\$939,846.13 (HST included)
Bulldog Contracting Ltd.	\$967,294.90 (HST included)

Tenders were reviewed by staff and recommend awarding to the low bidder West Coast Excavating & Equipment Co. Ltd.

Be it resolved that the Council of the City of Corner Brook award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$862,439.05 (HST Included), for the O'Connell Drive – Woodman's Avenue Culvert Replacement 2020-10.

Options:

1. That the Council of the City of Corner Brook award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$862,439.05 (HST Included), O'Connell Drive – Woodman's Avenue Culvert Replacement 2020-10.
2. That the Council of the City of Corner Brook not award the tender to West Coast Excavating and Equipment Co. Ltd. for the Tender price of \$862,439.05 (HST Included), O'Connell Drive – Woodman's Avenue Culvert Replacement 2020-10.
3. That the Council of the City of Corner Brook give other direction to Staff.



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

Legal Review:

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

Prepared by: Jim Warford		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: June 17, 2020		

Additional Comments by City Manager:



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

Subject Matter: City Hall Heat Pump Replacement 2020-13

Report Information

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

Attachments: Tender Submission

Prepared By: Jim Warford

Council Meeting Date: June 22, 2020

Issue: The City of Corner Brook has requested bids for the replacement of one 30-ton water-to-water heat pump for the Corner Brook City Hall.

Background: The City Hall geothermal heating system is run by water-to-water heat pumps. This is to replace one out of the six heat pumps at City Hall.

Recommendation: Tenders for the City Hall Heat Pump Replacement closed on May 26, 2020 with the following three (3) bids received:

R & R HVAC and Controls Ltd.	\$41,450.00 (HST Included)
Northridge Developments Ltd.	\$85,100.00 (HST Included)
Ainsworth Inc.	\$86,250.00 (HST Included)

Tenders were reviewed by staff and the bid from R & R HVAC and Controls Limited is disqualified due to not meeting the Tender specifications, therefore recommend Option 1.


Be it resolved that the Council of the City of Corner Brook award the tender to Northridge Developments Ltd. for the Tender price of \$85,100.00 (HST Included), City Hall Heat Pump Replacement 2020-13.

Options:

1. That the Council of the City of Corner Brook award the tender to Northridge Developments Ltd. for the Tender price of \$85,100.00 (HST Included), City Hall Heat Pump Replacement 2020-13.
2. That the Council of the City of Corner Brook not award the tender to Northridge Developments Ltd. for the Tender price of \$85,100.00 (HST Included), City Hall Heat Pump Replacement 2020-13.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: COOR- 2020

 <p>CORNERBROOK</p>	<p>City of Corner Brook Request for Decision (RFD)</p>
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Prepared by: Jim Warford	[REDACTED]	
Director: Darren Charters	[REDACTED]	
City Manager: Rodney Cumby		
Date: June 17, 2020		

Additional Comments by City Manager:



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

Subject Matter: Asphalt Paving Program 2020-16

Report Information

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

Attachments: Tender Submission

Prepared By: Jim Warford

Council Meeting Date: June 22, 2020

Issue: The City of Corner Brook has requested bids to replace asphalt and do road repairs around the City.

Background: Numerous roads around Corner Brook are in need of intensive repairs and new asphalt. There was an assessment completed by staff to determine a street rehabilitation program

Recommendation: Tenders for the Asphalt Paving Program 2020-16 closed on June 16, 2020 with the following two (2) bids received:

Marine Contractors Inc.	\$1,397,485.75 (HST included)
Edward Collins Contracting Ltd.	\$1,494,491.70 (HST included)

Tenders were reviewed by staff and recommend Option 1.

Be it resolved that the Council of the City of Corner Brook award the tender Marine Contractors Inc. for the Tender price of \$1,397,485.75 (HST Included), Asphalt Paving Program 2020-16.

Options:

1. That the Council of the City of Corner Brook award the tender to Marine Contractors Inc. for the Tender price of \$1,397,485.75 (HST Included), Asphalt Paving Program 2020-16.
2. That the Council of the City of Corner Brook not award the tender to Marine Contractors Inc. for the Tender price of \$1,397,485.75 (HST Included), Asphalt Paving Program 2020-16.
3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review:

Budget/Financial Implications: Gas Tax \$1,600,000.00



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

Prepared by: Jim Warford	[Redacted]	
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: June 17, 2020		

Additional Comments by City Manager:



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

Subject Matter: Asphalt Paving Program 2020 Inspection Services

Report Information

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

Attachments: Consultant Fee Proposal

Prepared By: James Warford

Council Meeting Date: June 22, 2020

Issue: This proposal covers consulting services of AllRock Consulting Ltd. and their duties, rights and obligations as related to asphalt paving inspection services.

Background: The City of Corner Brook requires inspection services for the 2020 asphalt paving season, these services comprise on-site inspections, reporting and quality assurance of the construction.

Recommendation: Staff recommend Option 1, That the Council of the City of Corner Brook approve the Consultant Fee Proposal from AllRock Consulting Ltd. in the amount of \$78,568.00 (HST Included), for consulting services related to Asphalt Paving Program 2020 Inspection Services and that the following motion be supported:

Be it resolved that the Council of the City of Corner Brook approve the Consultant Fee Proposal from AllRock Consulting Ltd. in the amount of \$78,568.00 (HST Included), for consulting services related to Asphalt Paving Program 2020 Inspection Services.

Options:

1. That the Council of the City of Corner Brook approve the Consultant Fee Proposal from AllRock Consulting Ltd. in the amount of \$78,568.00 (HST Included), for consulting services related to Asphalt Paving Program 2020 Inspection Services.
2. That the Council of the City of Corner Brook not execute the agreement with AllRock Consulting Ltd. in the amount of \$78,568.00 (HST Included), for consulting services related to Asphalt Paving Program 2020 Inspection Services.
3. That the council of the City of Corner Brook give other direction to staff.

Legal Review:

Governance Implications:

Budget/Financial Implications: Costs to be covered under Gas Tax

Environmental Implications: None



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


Prepared by: James Warford

Director: Darren Charters

City Manager: Rodney Cumby

Date: June 17, 2020

Additional Comments by City Manager:

	<p>City of Corner Brook Request for Decision (RFD)</p>
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<p>Subject Matter: Standing Offer – Vehicle Rentals</p>	
<p>Report Information</p>	
<p>Department: PWWW</p>	<p>Attachments: Vehicle Rental Price List</p>
<p>Prepared By: Dawn Marshall</p>	<p>Council Meeting Date:</p>

Issue: The current Vehicle Rentals contract expires on July 3, 2020.

Background: Quotations were recently invited by the City of Corner Brook for the supply of rental vehicles, on demand, for a period of July 4, 2020 – July 3, 2021). Daily, weekly & monthly rates were requested for various vehicle types such as ½ ton pickups, vans & cars. The tender closed on June 10, 2020 and only one bid was received from Enterprise Car Rental Canada.

Proposed Resolution: Be it **RESOLVED** that Corner Brook City Council accept staff’s recommendation to accept the quotations for vehicle rentals from Enterprise Car Rental Canada as stated in the attached document for the period of July 4, 2020 – July 3, 2021 on a standing offer basis.

Recommendation: It is the recommendation of staff to accept the quotations from Enterprise Car Rental Canada for vehicle rentals as stated in the attached document for the period of July 4, 2020 – July 3, 2021 on a standing offer basis.


Options:

1. 1. Accept staff’s recommendation to award Standing Offer from Enterprise Car Rental Canada for vehicle rentals.
2. Reject staff’s recommendation to award Standing Offer from Enterprise Car Rental Canada for vehicle rentals.

Governance Implications: No policy/bylaw implications. No additional bylaws required.

Budget/Financial Implications: Various Public Works, Water, and Wastewater accounts, as well as capital projects from engineering department on an as needed basis.


Environmental Implications: There are no environmental implications.

	City of Corner Brook Request for Decision (RFD)
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Prepared by: Dawn Marshall	
Director: Donald Burden	
City Manager: Rodney Cumby	
Date: June 17, 2020	


Additional Comments by City Manager:

Enterprise Car Rental Canada
12 Maple Valley Road

	City of Corner Brook Request for Decision (RFD)
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Corner Brook, NL

Vehicle	Vendor	Daily	Weekly	Monthly	Excess Kilometers
½ Ton Pickup Truck	Enterprise Rent A Car	\$69.00	\$414.00	\$1656.00	\$0.23/km
Van	Enterprise Rent A Car	\$69.00	\$414.00	\$1656.00	\$0.23/km
Mini-Van (7 Passenger)	Enterprise Rent A Car	\$80.50	\$483.00	\$1932.00	\$0.23/km
Car	Enterprise Rent A Car	\$51.75	\$310.50	\$1242.00	\$0.23/km

	City of Corner Brook Request for Decision (RFD)
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Subject Matter: Recreational Vehicles Regulation, 2019 – Revised Schedule “A”	
Report Information	
Department: Protective Services	Attachments:
Prepared By: Todd Flynn	Council Meeting Date: June 22, 2020

Issue: *After a successful 2019 pilot of the new Recreational Vehicle Regulation the City is determining whether to add more streets to the list of streets that All Terrain Vehicles can legally operate in the City of Corner Brook.*

Background: *The City conducted a public consultation on this motion and learned from the General Comments received that that 68% of the commentators support adding the streets as per the motion while 32% are opposed.*

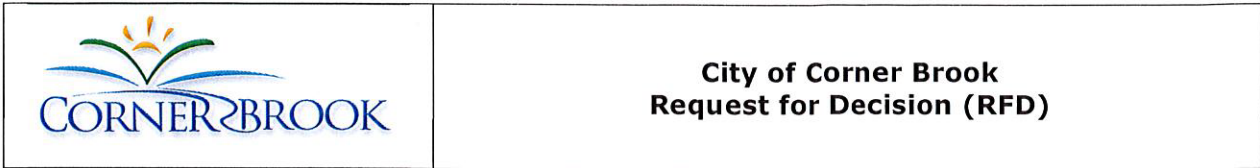
Proposed Resolution: Be it RESOLVED that pursuant to the powers vested in it by virtue of Section 201 and 202 of the City of Corner Brook Act, 1990 and section 10 of the Motorized Snow Vehicles and All-Terrain Vehicles Act, 1990 and all other enabling powers, the Council of the City of Corner Brook hereby amends the Recreational Vehicles Regulation 2019, by adding a revised Schedule A that permits usage on the following streets within the city:

- Curling Street west of intersection with Georgetown Road;
- Georgetown Road;
- Park Street;
- West Street;
- Todd Street;
- Chestnut Street;
- Confederation Drive;
- Massey Drive.

Recommendation: *After public consultation, City staff recommend the approval of all streets with exception of: **Curling Street west of intersection with Georgetown Road; and Georgetown Road.** It was learned through the public consultation that many residents of Georgetown Road are opposed to their street being used by ATV traffic. Of the 28 comments received, 75% were negative to the proposal.*

Options: *(What are 3 key options, what are the implications with each)*

1. *Proceed with the original Motion to add all streets as originally proposed.*
2. *Proceed with a revised motion that removes “Georgetown Road and Curling Street west of the intersection with Georgetown Road”.*



3. *Cancel the motion and not revise the regulation.*

Legal Review: *Reviewed by City Legal Dept.*

Governance Implications: N/A

Budget/Financial Implications: *There will be more signage required on the new permitted streets if the motion is approved.*

Environmental Implications: N/A

Prepared by: Todd Flynn	
Director: Todd Flynn	
City Manager: Rodney Cumby	[REDACTED]
Date: June 18, 2020	[REDACTED]

Additional Comments by City Manager:

2020 Recreational Vehicle Regulations 2019 | Public Comments

Comments	
General / POSITIVE	I think it's a great thing for the users and the businesses of the city! And for greater access for the uses of atvs! This is terrible and should never have been allowed in the first place! What is the rationale of this? Our streets are in horrific condition at the best of times, we are constantly dodging potholes and now atvs top of it? These atvs are meant for off road use...not city streets. More than once, I have witnessed them barging onto streets, blowing through stop signs,, etc..... following the rules of the road....that is a joke....and to the council....you know it. There are more important things to concentrate on than atvs. For heavens sake...do your "elected" job!
West Street and Park Street / NEGATIVE	I am not opposed to an amendment for certain area of the city but to allow them on west street and park street which are bad enough at certain times of the day just seems like a bad idea. Plus I already can see the problem coming from people who live in and around those areas just wanting to scoot down the side road to access the main road. You don't let snowmobile go down main roads in the city and I don't think atv's should be allow to either. Thank-you.
General / NEGATIVE	As a local practicing Orthopedic surgeon with additional trauma surgery training I would like to voice concerns about the proposed amendment to increase the public roads that ATVs may be allowed to drive on. Particularly I am concerned with confederation drive, as it tends to be a road traveled with higher speed, and where vehicles may be less likely to be alert to ATV, as well as where ATV drivers may not recognize the high rate of speed of vehicle travel. Additionally, the addition of West street is worrisome from a trauma perspective as this road has a high pedestrian volume and I worry that ATV pedestrian collisions may be at higher risk here. In fact my opinion is that we should be moving west street towards a more pedestrian friendly street and not away from one. ATV trauma is one of the highest volumes of orthopedic injuries that I see in our community in the summer and autumn. Injuries occur regardless of speed and weather factors, although these do come into play. A 2013 NL study shows that in the decade from 2003-2013 over \$1.6M was spent in health care costs in this province related to ATV trauma. I appreciate the role of tourism and the appeal to local business, however we must not forget that ordinances such as this can have a real human cost. Even a mild injury can lead to loss of job for 6 months or more, and of course a severe injury can be life altering or even fatal. Thank you for considering my opinion and medical trauma experience. I will continue to advocate for my patients and community. Please feel free to contact me further as necessary.
Park Street and West Street / NEGATIVE	Noise and safety is a concern... lots of pedestrians.
General / POSITIVE	Great for community in Corner Brook. Plans to invest in an ATV in near future.

2020 Recreational Vehicle Regulations 2019 | Public Comments

General / POSITIVE	I believe these changes would be great for the city, although the biggest issue with the ATV route right now is the fact that once you cross the bridge in Hughes brook it is apparently illegal to follow the road until you reach the dirt road which connects to Goose Arm. All in all I think it is a great initiative from the city to be doing this!
General / NEGATIVE (Hilliards Road)	Please remove Hilliards road from the list of accessible areas, this activity is driving us nuts! And to expand on this is ludicrous because as of now, there is no enforcement of the current policy. I see people on a daily basis (prior to June 1st), riding illegal vehicles, at illegal speeds, at all hours, with very loud machines, popping wheelies and standing on vehicles to drive them, doing donuts, under 16 years as well. None of the illegal activity has been acted upon. This is not being enforced, and I've seen some close calls. Do we need a death to stop this? Expanding upon a failure will not help. You are going to be tanking the property values for everyone on these roads, and destroying their peace in their own homes, as this has done for us. Our baby is awoken on a daily basis due to this activity. Remove Hilliards road from the list, and stop this madness.
General / POSITIVE (include Caribou Rd)	I think country road/caribou road should be included in this atv route! I think what you guys are doing is great and keep up the great work!
General / POSITIVE (include Elizabeth St and Pratt St)	Good morning. I'd like to bring to your attention that the residents of Elizabeth street and prat street have not been addressed in the matter of access to the atv trails if the city of corner brook would allow the road way to be used passing the new hospital site then residents of said streets could also enjoy the atv trails without extra cost of trailering their vehicles.
General / POSITIVE	Jeff from the fire station I have some positive ideas about the atv things within the city. If you would like give me a shout.
General / POSITIVE	I am inquiring and interested in the route being extended from Riverside Drive to Hughes Brook wood road which is just up from the Corner Brook City Dump or at least if it could tie into the existing snowmobile trail which is before the City of Corner Brook Dump. This route would be great for tourism and economic growth for Corner Brook and surrounding areas as cross island tours will generate revenue. Thank you for your time and consideration.
General / POSITIVE	I live in Corner Brook I live on George Town road Me and my wife and dog ride side x side almost everyday I have come across a high amount of tourist driving through the only thing is they usually get picked up on a flat bed and get dropped off at pasadena because of they can't get to any accommodations on there atv's/side x sides I think opening up the atv trails through Corner Brooks west street/ park street will definitely bring more attraction to Corner Brooks down town being able to stay at the Greenwood inn or Glynmill inn. This will also bring more people to our restaurants and stores down town! Myself and my wife would recommend you make this a go! Thank you
General / POSITIVE	I am not sure what jurisdiction covers the North shore highway to Hughes brook but there is a large section of that trail

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	<p>your forced into the roadway. Not having it available for ATVs disconnects people from the north shore from coming into town. I've personally seen a lot of people pulled over and given tickets who are simply trying to get to the connection next to Needs Convince on riverside drive that connection to corner brook to access services and meet up with that trail network. It's a disservice to the people of the North Shore to not be allowed to use that small section of roadway. You are forced into the road right by the dump and you have to make it to Hughes brook to be able to make it. It's cutting off a very large section of population. People do it and constantly get tickets. Please explore this option or feel free to pass this onto someone who is responsible for this. It is very unfair the people of the North Shore cannot connect.</p>
<p>General / POSITIVE</p>	<p>This is def positive for the city of corner brook and surrounding communities. I enjoy doing the loop from Massey Drive and have shown others our trails as well. Would be even better if we could make the connection from the bridge to Hughes brook. I realize this is provincial highway though. Keep up the good work. This is putting corner brook on the atv tourism map. 👍👍👍</p>
<p>Hilliards Road / NEGATIVE</p>	<p>Hilliards road must be removed from the list of roadways available to travel on for atv's. since the roadshare started last year it had seriously impacted my life in a very negative way. I no longer can open my windows in my home, hang clothes on the line and wash my car due to dust due to the high volume of atv traffic in front of my home that creates large amounts of dust every couple of minutes. Most of the people who are using the road share are abusing it and breaking the rules and I have video and picture to support this. I also can no longer park in my driveway and must park on a pathway near my house because of rocks being flicked back in my driveway and damaging my vehicle. Friends no longer like to come to our home for bbq and visits due to the noise and the risk of parking in our driveway. Our child is being woke every day due to the noise. I cannot play with my child in the garden or on the road in front of our home due to excessive speed and noise. We reached out to the police several times to please enforce the rules of the roadshare but are never satisfied with the result. This is dangerous. Someone will get hurt and then it will be too late. I used to love our home but now cannot stand being here and this is very disheartening as we just completed renovations on our houses. I actually own two houses on Hilliard's road and am pay property tax on both. So for this to continue is absolutely absurd. We even tossed around the idea of selling out two homes and moving away which is terrible if you think about it, but we have considered it and honestly feel that we would not be able to sell because anyone viewing the homes would not be able to get through a viewing for the homes before they heard and saw what we do on a daily basis. The rules that are being broken are riding before 7 in the morning, riding long after 8 in the evening. Excessive, dangerous speeds, no helmets, underage drivers. Vehicles not permitted such as dirt bikes, trikes.</p>

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	<p>People doing wheelies up and down the road. Use on the roads well before June 1 and well after the roadshare is supposed to close for the season. We are not hard people to get along with and haven't experienced anything like this in our life but this is not right. It really isn't. If you need videos or images of just a few of the times people are breaking the rules and the law and are being extremely dangerous and disrespectful of peoples property, I can provide this along with dates and times the police we contacted. Please help us get our life back and do not disregard this. Thanks for your time.</p>
General / POSITIVE	<p>I would just like to show my support in favour of proposed changed to approved ATV/UTV routes especially Confederation Dr as it will safely link Massey Drive to Corner Brook via the golf course trail and powerline that runs along confederation dr, to access the North shore you only have to cross confederation drive and lewin parkway intersection to gain access to the old highway, and currently you have to drive on the road from the toyota dealership to the lights.</p> <p>You can get from massey to the old highway via the quarry road that goes underneath the trans canada but there is still too much snow in the trees to take that route just yet, and with big trucks flying around up there confederation drive is the safer option for sure.</p>
General / POSITIVE	<p>As a councillor here in Massey Drive and as a resident I sent an email to the mayor and councillors of Corner Brook , earlier this year, in regards to opening up Confederation Drive linking our two communities.</p> <p>I was very excited, to say the least, when I heard on your last council meeting that you were proposing opening up more routes and Confederation Drive was one of them.</p> <p>I 100% agree with the proposal and I believe it will benefit all residents and non residents of our area.</p> <p>Well done to you all.</p>
General / NEGATIVE	<p>My wife and I disagreed with the original allowance of ATVs riding our streets. So the expansion is not wise, in our opinion. They were not made for riding on public streets! Definitely not for riding on pavement! We think it is and will be a hazard to the public.</p>
General / POSITIVE	<p>Just wanted to voice my support for ATV Access. If anything, I'd like to see more streets added to the list to allow more of our residents on side streets to be able to make it to the nearest trail without having to spend a bunch of time loading and unloading a trailer for the sake of going 1-2km. We watched a bunch go by the shop last year and not once did we notice anyone being a bad apple - they all respected the rules and everyone around them.</p> <p>Keep up the good work, I believe this is a great step in the right direction for recreational vehicle use in and around Corner Brook.</p>
General / NEGATIVE	<p>I think there should be more information included in the request for public comment about increased ATV use on</p>

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	<p>Corner Brook streets. A map of the proposed routes and an indication of how those routes connect up to existing ATV trails into and out of the city would provide perspective. I am not in favour of more ATV's on downtown streets such as West Street, Park Street, Herald Ave, Broadway. We need less traffic in those areas, not more. Let's make our downtown more pedestrian friendly with clean air and less noise. Other streets I can't comment on as much without knowing the travel routes you are trying to connect. Confederation Drive doesn't seem like a good idea either. Where are the ATV's going to and coming from? That road runs the length of the upper townsite, and traffic noise already echoes out over the city. Take a walk up the Ginger Route walking trail or pipeline trail; you'll be amazed how much traffic noise carries even to places where people are seeking a quiet nature experience. I think you should weigh the comments from local residents more heavily. For example, I know people on Hilliard's Road that are tormented now by noise from ATV's on that route roaring around and pulling donuts at the trail and road intersection. I have heard them myself in that location. ATV's are much more disruptive from that perspective (and to residents) than regular traffic. I would think residents of Massey Drive and Georgetown road should have more say in those residential areas.</p>
General / Positive	<p>I think this is a very good idea, we have so much to offer and this helps getting to areas to start your adventures.</p>
General / POSITIVE (add Sunnyslope area access)	<p>We applaud the City opening up the downtown streets to ATV users, providing tourists the ability to enjoy our local businesses and trails. The addition of the new streets is another step in the right direction. The one thing the City has failed to address is the access of these routes by the residents of Corner Brook. How is a resident who lives at the top of O'Connell or Sunnyslope access the routes or local trails that are just up the road without loading their ATVs onto a trailer? In the ATV community, this lack of access is a topic of discussion. We'd like to see another route or routes designated to access the City and our local trails. Even gassing up is an ordeal... loading the ATV on a trailer or filling several Jerry cans to get gas. We hope the City would consider other routes for its local ATV community.</p>
General / POSITIVE (add Elizabeth Street / Wheelers Road)	<p>Can you please look at the Elizabeth Street/Wheelers road area as currently there's no way to access a trail from the top of these streets. We live next to this beautiful wilderness and have no way to go from the top of Elizabeth street to any trail way via side by side. If you could kindly evaluate a way for the west side to access these trails it would be greatly appreciated.</p>
General / POSITIVE	<p>Yes!! Love the new motion! Let's do it! It created an awesome buzz last year and we all need some new excitement this summer for sure!</p>
General / NEGATIVE	<p>I am not in agreement with the proposed amendment to the city of Corner Brook recreational vehicles regulations. In particular the proposed use of West st and Park st. I think our focus at this time during covid 19 should be looking at</p>

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	<p>ways to help local businesses, including restaurants and bars that have been hard hit. I believe we should allocate more side walk and street space for patios and foot traffic to allow these businesses to re-open safely in coming weeks.</p>
<p>General / NEGATIVE</p>	<p>I really don't know how much driving you people do around this Corner Brook, but to even allow these vehicles on any road where public traffic is I shake my head but whoever would like to open it up to more roads, tell me what are you people thinking about. I am 79 yrs old and I consider myself a decent driver, but to keep my eyes peeled about for some of the drivers on the road takes all my time but then to mix it with these other things that were made for in on woods' roads as I would call it, because sometimes the drivers of these machines think they are in a Rodeo, whomever thought this up can't have too much to occupy their mind, I see far greater issues than this that Corner Brook is in need of, I said I am 79 yrs old but believe me I think with a much younger mind and my friend all you people are doing with this making a rod for your back as well as making one me.</p> <p>Hey council folks get the pot holes fixed, get the streets cleaned in more than just certain sections, because this winter past I did not see the snowblower down not even one time. These kind of vehicles were brought out for in the woods terrain not for driving around the community. With this I will close, I live on the bottom end of Osmonds Avenue and sometimes a skidoo or two will go either up or down and then when a person goes out to walk on the road it is SLIPPERY, and if I fall I do not bounce anymore like I used to, I fall HARD and it really HURTS.</p> <p>You people give this Amendment some serious thought and think about consequences if it back fires.</p> <p>I do not mind giving you folk my name because this is important to me.</p>
<p>General / POSITIVE</p>	<p>Good day. I am in strong support of the City's initiative to increase the number of streets that ATVers may access. I believe the City's progressive thinking on this matter is of great benefit to the people of our region - not only for improved quality of life but also for the economic benefits it brings to our municipality. As well, it offers visitors a unique alternative in how they may choose to experience our beautiful area. Increasing the number of streets allows a greater number of small, locally owned small businesses to benefit.</p>
<p>Northshore Highway / POSITIVE</p>	<p>Good day, my name is Zachary Gillam and I live in Humber mouth corner Brook. As the route currently is nice for the city of Corner brook, I feel as if there are obstacles in the way from some important destinations. As a cabin owner along with all my friends, family, and neighbours in the area we tend to spend a lot of time there. Unfortunately the route doesn't go as far as Hughes Brook To connect into the rest of the trails leading to the cabin. There is a trail that is only accessible in the winter to get from the bridge to Hughes brook but not in the summer. If there is any way of making this possible it would be very convenient for not only myself but others throughout Corner Brook as well. Thank you for your time and I'd love to hear back. Have a great day.</p>

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<p>Add Sunnyslope Country Road / POSITIVE</p>	<p>First, I would like to say thank you for all your time and dedication you have given the ATV riders with regards to Municipal Road access within the city of Corner Brook. Many local restaurants, hotels, fuel stations, and ice cream shops along the route have seen increased traffic and business.</p> <p>The residents of Corner Brook often use these access Municipal roads to access the Newfoundland Trailway; which has become the hub of our province, connecting us all as one huge family.</p> <p>As part of the family, I am requesting another access point to be connected to our city; Sunnyslope Drive, and Country Road be added to the list of ATV friendly Municipal roads in Corner Brook. The inclusion of these roads would connect an ATV trail recently constructed at Lundrigan Drive; a trail that connects to the Newfoundland Trailway. Another road to consider is Atlantic Ave, leading to Corner Brook's popular tourism site, Captain Cook's Monument.</p> <p>Once again, thank you Mr. Flynn for your viable time and consideration.</p>
<p>General / POSITIVE</p>	<p>I agree that opening up these extra access roads are a very good sign if corner Brook is going in the right direction in recreation and tourism. thanks.</p>
<p>General / POSITIVE</p>	<p>I think this is a great idea, HOWEVER speed limits should be enforced. I live on a small side street in curling and have had issues lately with ATVs flying up my road, doing wheelies and flat out carelessness. We have families and this behavior is not safe. I would like to know what the cities plan is for enforcement.</p>
<p>General / NEGATIVE</p>	<p>The more you open up, the more risk you are creating. Eventually there will be an accident, and the City will be named in an action; it is only a matter of time.</p>
<p>General / POSITIVE</p>	<p>Both Krist and I fully support the proposed amendment to the city ATV route.</p> <p>We fully support this given the current loss of revenue for local businesses due to COVID-19</p> <p>This proposal would present an awesome opportunity for some of those local businesses to have access to potential income they truly need during this unprecedented time. Even if this is just a one year pilot program those local businesses can sure use the city's help by adventures such as this one.</p> <p>Thank you !! To & your staff for continuing to create new & existing ventures for the city of Corner Brook & it's residents.</p>
<p>General / POSITIVE (wanting more access for residents)</p>	<p>If it truly is for residents and tourists. Why are not all residents treated equally. I'm on coronation street so I still got nothing. George Town rd is as narrow and blind turn as there is. I support the idea but I want access too. I'm insured and responsible</p>

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General / POSITIVE	I would like to express my 100% support to open the proposed roads to more ATV access, especially confederation drive.. This will open up more economic value to business in these areas and to the Massey Drive access.. I believe this city is moving in the right direction with this support to the ATV industry.. let's get her done!
General / POSITIVE	I support permitting the operation of ATV's on more streets including Park Street, West Street, Confederation Drive and Georgetown Road. Thank you.
General / NEGATIVE	<p>I have just reviewed the proposed amendment to the ATV regulations within the City of Corner Brook and offer the following:</p> <ol style="list-style-type: none"> 1. Before any new routes are approved I would like the City to post the results of compliance inspections from 2019, including inspections for illegal modifications, insurance and running condition of vehicles stopped. The reason I ask is that all last winter snowmobiles with illegal muffler modifications have been riding the transmission line through Townsite and I have seen no sign of any attempts to stop the illegal riders. If there is no monitoring then why would the City but residents at risk? 2. Park Street and West Street are two lane one way streets with vehicles regularly crossing back and forth. Adding smaller ATV's to this mix is a safety risk that I do not believe the City should allow to be imposed upon it's residents. Plus, on occasions delivery trucks turn West Street into a short section of one lane traffic which would compound the safety risk if ATV's were added to the mix. 3. West Street and Park Street are a very popular walking route for residents with numerous crosswalks. I regularly walk these routes and often find the lack of driver compliance to crosswalk regulations frustrating. Again adding ATV's to this situation only increases the safety risk to residents, ATV riders will be more interested in watching other vehicles (for their own safety) then looking out for pedestrians. There is currently little or no attention being paid to crosswalk compliance infractions in this City (probably RNC's jurisdiction), please don't increase my risk of injury. Another point is that these regulations if approved will commence on June 1, as of today there are zero crosswalk lanes or street lines painted on West Street to help decrease the risk of an incident and at the rate the lines were painted last year it will be into July before they are completed. 4. A proposed round about for Confederation Drive is currently being studied (which in my opinion would be the biggest waste of taxpayers money this City every undertook), how would you fit ATV's into that scenario? Again another increased risk to residents.

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	<p>Although last year I was against the introduction of ATV's to City streets it seems to have went off without any incidents. In saying that I believe the City should be responsible for regular compliance inspections to ensure residents are not put at risk for illegal machines, riders with no insurance or any infraction to the regulations. These inspections should be posted for all to see. My fear is that there are no inspections taking place and residents are being put at an increased risk.</p> <p>I am definitely against any amendment to the 2019 ATV regulations which would increase the number of approved routes within the City of Corner Brook. West Street and Park Street in particular are havens for residents to enjoy a nice peaceful walk with family and friends although you still have to take extra care trying to dodge vehicles at crosswalks. Please do not compound the safety issue by including ATV's on our inner streets. If ATV's need a bypass route to get through the City then we can probably live with that as long as there is a commitment from the City to complete on the ground ATV inspections. If the business community want riders to have access to their hotels and shops then the City should look at finding a marshalling point somewhere along the approved 2019 route where businesses could offer a shuttle service or have riders take the train to West Street.</p> <p>Thank you for the opportunity to comment on this issue.</p>
General / POSITIVE	<p>Please note that I am in agreement of adding more routes for access to the ATV trails within the city of Corner Brook. The roads recommend are going to give additional access. Plus I feel Lundrigan Drive would also be a great asset to access as well. Thank you for considering the requests of many atv/utv residents and non-residents that visit our area.</p>
General / POSITIVE	<p>I am writing to add my support for the proposed changes to the City of Corner Brook Recreational Vehicles Regulations. Personally, I would like to see more infrastructure and more streets opened to allow residents to legally connect with the trail system. Also, I want to ensure there is a crackdown on illegal usage. There are unlicensed children who ride ATV's and dirt bikes on my street and situations like this should be addressed.</p>
General / POSITIVE	<p>I would like to support the existing and proposed atv routes throughout the city. This is a step forward for the City, in allowing not only residents, but visitors access to key areas. Its nice to see a new vision for this area, keep up the good work.</p>
General / NEGATIVE	<p>I am writing this letter in response to the City's motion to amend this act that was only put in place last fall. This new regulation has not had enough time to give us any information on whether or not this was a prudent idea. My understanding of the original plan was to accommodate ATV tours that could not get a viable route around the city and to avoid trucks and trailers to get them from Curling through the city of Corner Brook. Since the introduction of this regulation, I have seen more local riders "just out for a ride" on city streets than tour groups going through; just this morning I encountered 3 without visible license plates or indicator lights, I had no idea where they were turning as</p>

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	<p>they changed lanes and drove through traffic on Main St. and Broadway!! Very frustrating. This is not why this regulation was put in place and is being used more by locals than for visitors. There are thousands of miles of trails in our province available to these recreational vehicles; they don't need our city streets also.</p> <p>I don't own one of these vehicles and I may be ignorant to the pleasure of driving them, but I don't believe they were ever designed for driving on city streets. Signal lights, mirrors, proper bumpers, side markers and many more safety features are not on these vehicles to protect the operators in the case of a collision or other drivers and pedestrians. We have in place, in the province, laws that require cars and trucks to be removed from the road if any of these safety features are not in good working order.</p> <p>Opening up the center core of our city is only viable if tourism is the main purpose. This can be done with a simple tour/tourist permit. This would limit the ATV/UTV use on the streets and keep both the riders and car/truck and pedestrian traffic safe. Opening up the streets to ATV/UTV's is not a good idea for a city. In small communities, maybe? Even small municipalities have grave concerns with these vehicles on their community streets.</p> <p>I adamantly oppose these vehicles on Park and West Street most especially. On these busy streets there are delivery trucks parked and cars speeding by now, we don't need to add ATV/UTVs to the mix. Please consider carefully before amending the routes for these vehicles and keep in mind the safety of our citizens.</p>
General / POSITIVE	Great idea. Might consider reducing speeds for all traffic though.
General / POSITIVE	My husband and I think the proposed new roads are a great idea to your existing ATV map. We loved using it last year to access the trails and amenities in Corner Brook along our way. I would also like to suggest the possibility of opening up the area of the bridge and road towards Hughes Brook. I am told that this area (until you reach the dump) is part of Corner Brook. This would be a necessary link for a lot of ATV'ers and I've had many conversations with others about it. Is that area up to the dump actually part of Corner Brook?
General / NEGATIVE	As a tax payer I feel this is the wrong decision to make. I am opposed to adding more routes and actually having them on the roads at all. aTV's are designed as off road and not for asphalt roads. I've been doing some research on this and I believe from what I've read that... in the US they started doing this and it's become a major problem. These off road vehicles do not provide any safety to driver or passengers should an accident occur. Statistics in some places in the US have proven they are dangerous on our roads. <p>On a personal level I believe it is a downgrade for our City and businesses have influenced this decision not taxpayers.</p>
General / POSITIVE	I am supportive of the proposed new ATV routes through Corner Brook. This will make things much easier to get through town and gain access to more amenities. Great Work.
General / POSITIVE	I would like to thank you and council for all your efforts that you put into getting some of our streets opened up to the

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	<p>ATVS .I used it last year travelling from Hughes brook to loggers school road . This summer I have a group of coworkers coming from St Johns for 3 days as a result of conversations over being able to drive right up to a hotel in our city . Looking forward to access different roadways to access more trails . Thanks for creating a PRODUCT for outside people to come into our city and spend money. GREAT JOBS TO ALL .</p>
<p>General / NEGATIVE</p>	<p>I am writing this letter in response to the City’s motion to amend the act regarding use of recreational vehicles within city limits. In conversing with many of the younger residents of Corner Brook, as well as business owners in the area that would be most impacted by this change, many of us have to the consensus that this would be a negative addition to our downtown core.</p> <p>Most of us are within the 20-30 age range, and a big part of why we decided to either move to, or come back home to Corner Brook as we begin our professional careers is that we feel as if this is a safe and wonderful town to spend our lives in. However, we believe that allowing ATV’s access specifically to the West Street and Park Street area is a big deterrent. Most of these vehicles are not insured despite the requirement, license plates are not visible, and there are no indicator lights on the majority of them. Driving in that area already requires extra attention as it is so busy with delivery trucks to businesses, drive-thrus, as well as pedestrians, and if we want to continue to encourage people to frequent the downtown area, we want to ensure that they feel safe doing so.</p> <p>Just two days ago a man in Victoria sustained life-threatening injuries from using an ATV on a community street, and I feel as though unfortunately these types of accidents potentially would be frequent in a busy downtown area such as the West Street/Park Street area. This Regulation was initially put in place to allow better access for ATV tours, something which I support. However, extending this to personal use for locals is an opportunity for things to get out of hand and potentially harm community members, and I do not agree with this. Residents already have access to the many trail systems and should not need to access downtown for a ride on their ATV. As I have said, myself and many other younger residents oppose these vehicles having access to the downtown core, and we hope that you consider carefully before amending the routes for these vehicles and keep in mind the safety of our citizens.</p>
<p>General / POSITIVE</p>	<p>I have no issues with the new proposed streets. However I believe Lundrigan Drive should be added to the list. We own Appalachian Chalets & RV on Lundrigan Drive and currently atv users accessing our property have to travel on Lundrigan Drive to get from the trail head to our property. It is a low traffic street so issues should be minimized.</p>
<p>General / NEGATIVE</p>	<p>I believe this amendment will only cause problems. I've thought of the following list as a start. This list excludes COVID-19 restrictions, as those aren't expected to be perpetual or long term.</p> <ol style="list-style-type: none"> 1. The added noise will add a negative impact of tourist/citizen engagement, especially in areas prone to more

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	<p>tourists/citizens. This includes the ambulance of the newly purchased Mill Whistler.</p> <ol style="list-style-type: none"> 1. A driving test or learners permit isn't required for off-road vehicle operation. Inexperienced off-road vehicle drivers can cause an increased risk to other drivers. 1. An accident involving a passenger vehicle and an off-road vehicle would have a much higher risk of fatality at posted speeds, even more so in Corner Brooks frequent undesirable weather. 1. Off-road vehicles at posted speeds would add an increased risk of an accident involving a pedestrian, considering the unpredictability of off-road vehicles at those speeds. 1. The effectiveness of an off-road vehicles brakes at steep inclines, for example, Massey Drive, are not as effective as a passenger vehicle's brakes. <p>This last one involved the RNC and might be out of control of Corner Brook, but here it goes.</p> <ol style="list-style-type: none"> 1. The RNC in Corner Brook don't patrol the roads nearly enough. I'm on the town roads a lot and very rarely see RNC vehicles. If noticed by some off-road vehicle drivers. This could cause an increase in speeding/wreckless driving which is common with recreational vehicles. And increase the risks of some of the issues I've listed above. If I come up with even more reasons, I'll send additional emails.
General / POSITIVE	<p>I support this 100%. It will allow the law abiding drivers to easily access the trail systems and allow drivers from outside of Corner Brook to access our amenities</p>
General / POSITIVE	<p>Sunnyslope area has an atv at almost every 2nd house it seems, yet we all have to load up in the trailer to access trails. Will these new routes benefit us? I would love to be able to leave my house on Sunnyslope and hook onto Georgetown road without using a trailer.</p>
General / NEGATIVE	<p>I cannot believe that the city council is considering to permit ATVs on the busiest streets in our city. Have they lost their minds? It is a matter of safety, of noise pollution. These machines are recreation vehicles meant for off road use, not for city driving. There are alternative means to access the wood trails. Next the city will cater to snowmobiled on our city streets. You were elected to care for our citizens safety first and</p>

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	foremost not to cater to business interest at all costs.
Park Street & West Street / NEGATIVE	My concern would be for Park St. and West Street... mainly West St. I find it very tricky driving West St., what with the parking on one side. My vote would be to deny access to these two streets. Thank-you.
General / POSITIVE	I am emailing to today to tell you that I am all for the new ATV routes. What better way to bring customers to the west street area. Humans get excited about new things. I know I was when I first hit the roads on my ATV this year, I stopped on Broadway and pick up a couple things. Had coffee and pizza and it was back on the trails and I didn't have to put my ATV on a truck to do it. So I am all for opening up new routes in the city and look forward to seeing everyone out there.
Add Commercial and Brook Street / POSITIVE	Commercial Street and brook street as ATV riders should have a chance to experience a unique business such as Odin's Axe and also be able to get parts and service from twin peaks. They can also get propane from Eastern propane. Instead of just having them drive through the city and only giving businesses on the main stretch an opportunity to grow. This should be inclusive to our forgotten and looked over part of corner brook. Our taxes are the same as the areas the city tries to elevate. Why not elevate equally.
38 or 68%	Positive
18 or 32%	Negative
56	Total

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Concern	Comment
Georgetown Road / NEGATIVE	I have think Georgetown Road should be excluded because it is a residential area. Too many children and too much noise.
Georgetown Road / NEGATIVE	Too much motorbike traffic now... this is a safety concern in a residential neighbourhood.
Martins Road/ Georgetown Road/ NEGATIVE	Noise and Dust issues. Safety Hazard ...ATVs in residential area. Near misses occurring.
Georgetown Road / NEGATIVE	As a tax paying resident of upper Georgetown road, I am absolutely opposed to Georgetown road being included in this route. I should be able to enjoy peace and quiet and comfort when I spend time in my yard. This will no longer be possible. In my opinion, residential neighborhoods are not an appropriate route for ATV's. Safety reasons alone should be enough to prohibit this, add to that the disruption in quality of life and this should not be approved.
Georgetown Road / NEGATIVE	I would like to submit my concern regarding the proposed ATV use on Georgetown Rd. As a resident of Georgetown Rd., I am concerned about the lack of monitoring and policing that exists now regarding off road vehicles on our street. As I write this, on a Sunday evening, 6 dirt bikes raced past our house, creating an excessive amount of noise, and a danger to anyone who happens to out walking or playing. This past Friday, just before 4 o'clock, 7 dirt bikes were involved in a race out our road. They seem to be connecting with Georgetown Rd via the trailer court, and then on up through Martin's Lane to the Pond Rd. There never seems to be an effort on behalf of the city or RNC to control this. With added ATV traffic, who is responsible for ensuring that the regulations are being upheld? Who will monitor our road to see that only registered ATVs are driven here? Who will ensure that these vehicles are not driven after 10 PM, or not travelling at excessive speeds, thereby ensuring the safety of city residents? Unless there is a direct plan to increase the policing of these regulations, I propose that the changes to the ATV route not go ahead.
Georgetown Road / NEGATIVE	As a resident of Georgetown Road, and I am completely against the City's proposed amendment to include Georgetown Road in the permitted ATV route. I have been a resident here my whole life, and I do not wish to be disturbed by loud ATVs whipping through my neighborhood all hours of the day. Members of my household also work night-shifts and this would be an unnecessary burden. Furthermore, Georgetown Road is home to many, many children who often play and run into the streets. This proposed amendment simply is not necessary, nor is it safe.
Georgetown Road / NEGATIVE	I received a call from one of my neighbours this morning concerning the City of Corner Brook to open Georgetown Road as a possible route for the ATVs. I live at Georgetown Road and presently, there are more than enough ATV's, SXS and dirt bikes on our roads now. Our youngest daughter is 11 years old and I truly don't feel safe now with her riding her bike or walking on the road due to the recreational vehicles going through our road. I have called the police numerous times to report the ones doing excessive speeds and careless driving habits but they are still here doing the same thing. We have enough

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	<p>recreational vehicles on our roads now and this doesn't include the racing ski doos all winter long. As I'm typing this letter, there is a dirt bike racing past my house to get access to Candow Drive or Trailer Court as you may know it as. Trust the above to be in order and I may be saving someone's life from these recreational vehicles by voicing my concern.</p>
Georgetown Road / NEGATIVE	<p>Please consider this email an emphatic OPPOSITION to the proposed ATV route in Georgetown Road area. This proposal poses a significant safety risk and increases the noise level and pollution in this residential area.</p>
Georgetown Road / NEGATIVE	<p>I'm a concerned resident of Georgetown Road and tax payer , so I'm looking for more information on the use of ATV's and the side by sides that are supposed to be allowed access to our street in the near future . I have not heard anything so ridiculous! Why haven't City Councillors made it more public to the residents of this area and to find out we only have until June 11 to respond is outrageous! I am strongly opposed to this as we have a lot of those machines in and out on this road at all hours of the day and night as it is now! If council passes this I'm afraid we will have a highway running through a quiet neighbourhood. In the winter here as I pull out of my driveway , and yes I always back into my driveway I almost got hit three times this winter by two skidoos and one side by side .Please Don't get me started on the noise of those machines late at night . I would appreciate if you would send me an e-mail on this subject or who else I could voice my concerns to.</p>
Georgetown Road / NEGATIVE	<p>I disagree with this because of the increase in traffic on roadway. Also there are a number children in this area. My 10 year old granddaughter visits us fairly often and has several friends here. One of them actually lives on Martin's lane which is access route to water supply area. Atv traffic from Sunnyslope/ Country road areas would have to use this route causing great concern and danger for kids. We also have a physically challenged child in this area. We have some concerns with atvs and dirt bikes using the roads now. This would be an free ticket for them to do what they want, creating more problems and greater risks for residents and our kids and grandkids. ACCIDENT WAITING TO HAPPEN!! I strongly disagree with this proposal. Thank you.</p>
Georgetown Road / NEGATIVE	<p>As a parent of a young child as well as spending my ENTIRE childhood on Georgetown as we lived there and my parents and many family members and friends currently still do, I STRONGLY OPPOSE this option to extend the ATV route . We keep telling the kids to go outside and away from screens and the is the ONLY part of corner brook that I would let my children play without having to worry as we know the area . There is also a few children in the Georgetown area with disabilities and this will severely affect their safety.</p>
Georgetown Road / NEGATIVE	<p>My uncle asked me to write to you with regards to the proposed route for ATV traffic on Georgetown Road. Our family has been living on Georgetown for over 100 years. We have seen our fair share of ATV activity on this road. In recent years, the lack of respect for residents has been very much intolerable. They pass by his house at 6am and all hours of the night. If this route goes forward, I can't imagine the amount of traffic there would be. Our family strongly disagrees with our road being used for this purpose.</p>
Georgetown Road / NEGATIVE	<p>It has recently come to my attention that the city is proposing a new ATV route along Georgetown Road. I am upset that no public consultation was held into this matter, and that residents direct impacted by this proposed route were</p>

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	<p>not polled.</p> <p>One of the key reasons to purchase a home in this area was the peaceful, close to nature environment afforded to us. We believe that the value of our home is directly linked to the environment it is in and any change to that would impact the value.</p> <p>My wife and I are both essential workers working shifts who must sleep during the day. A change to the zoning and addition of this busy route for loud ATV's would prevent us getting adequate sleep. The shape of this valley causes the sound to resonate within and we already find the occasional ATV, Skidoo or Dirt bike is enough to wake us. Thankfully this is currently very occasionally.</p> <p>We have four of the many kids on the street. Another of the reasons we chose a close ended street was so that traffic volume is very low to provide a safe area for children to walk, ride bikes and play. As you are undoubtedly aware this street does not have a side walk to protect the pedestrians thus they must be on the road. The addition of additional traffic would increase the risk to these children. The many children in the neighbourhood use the trail that you are proposing for play, walking, playing and sledding in the winter. The wider population in the area use it for hiking, snow shoeing, and birdwatching, and rabbit snaring. The introduction would make these activities unpleasant and dangerous. The city should note that there are no other recreational areas, parks or play areas in this area of town, so to take away this area which is used by so many would be disastrous.</p> <p>One of our children was born with a genetic disorder that make many basic tasks a challenge. She has severe mobility issues and is legally blind and a severe sensitivity to noise. Her daily walks along the road are key to maintaining the mobility that she has acquired. To put in an ATV route on this street would essentially make her a prisoner in her own home.</p> <p>As you will undoubtedly be aware if you have ever visited warm up huts on the existing trail network there is a high level of drinking while operating ATV's and Skidoos, while for many this may be an odd beer, for others its considerably more. Turning a residential street into an access point for ATVs brings those drinking and driving directly into contact with our residents.</p> <p>In conclusion, please reconsider the proposed ATV route on Georgetown road. This is a quiet, peaceful area of town, inhabited by hard shift working tax payers who's children play on this street because the city has not provided other alternative areas or sidewalks. This proposal will directly impact the quality of life of our daughter with special needs. Please consider the needs of the residents who are financially invested in their homes and contribute towards the tax base over those of this ATV interest group, who want yet another trail to access.</p> <p>I a resident of Georgetown Rd and I am for allowing atvs and side by sides on Georgetown Road.</p>
Georgetown Road / POSITIVE	
Georgetown Road / POSITIVE	I personally, would love to have access to other parts of the City from Georgetown Road. and to the old railway trails. Corner Brook needs to open the FULL city to summer time ATVs, a be ATV friendly like Massy Drive and other towns.

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	<p>As a resident and Business owner of the area for the pass 30 years, I seen some ATVs and Dirt Bikes drive beyond the speed limit. This was years ago. NOW I do not see much. Sure we have some. I even put up several slow down signs in the area,</p> <p>6 years ago. I know we have a lot of older resident here on Georgetown Road and I am sure you will get some calls or emails saying they are against it. but with only a few months from June to Oct.</p> <p>to Allow access to the trail way. I don't see anything wrong with it, and hope that the city, WILL ALLOW IT. If the city don't allow this, Can I get a letter from you or the city to grant me access.</p>
Georgetown Road / POSITIVE	<p>I received a letter in my mailbox regarding the Atv route in Georgetown Road. I think this is a great idea and I agree with the letter 100%. I also think you guys should extend the Atv route from Georgetown Road up Candow Drive and Ridgewood Avenue past my home and down Hilliards road so we can access the rail bed without getting stopped by police. Right now people can only access the rail bed from the bottom of Hilary's road, which is legal. As to my understanding the top of Hilary's road is not part of the legal Atv route. I sure hope you guys take this into consideration so we can leave Georgetown Road and go up candow drive and Ridgewood Avenue and access Hilary's road from the top to meet up with the legal Atv route at the bottom of Hilary's Road and then be on our way via the legal Atv route heading to Corner Brook.</p>
Georgetown Road/ NEGATIVE	<p>I am writing to express my concern about this amendment. The lower section of Georgetown rd. is in very poor condition and there is already a lot of traffic as it is. We don't need new extra traffic from atvs.</p>
Georgetown Road/ NEGATIVE	<p>My thoughts on this matter is that Georgetown Road should not be used for access to Lundrigan Drive. We have kids playing in this area on Georgetown Road and Martin's Lane and this could be very dangerous situation , Kids are our future. There must be other ways to go to access Lundrigan Drive like the old scrap yard road of O'Connell Drive.</p>
Georgetown Road/ NEGATIVE	<p>I AM TOTALLY AGAINST OFF ROAD VEHICLES OPERATING ON GEORGETOWN RD. BECAUSE OF THE NOISE AIR POLLUTION AND SAFETY ISSUES WITH CHILDREN PLAYING IN THE AREA.</p>
Georgetown Road/ NEGATIVE	<p>from Georgetown Road regarding the ATV,s .</p> <p>we have concerns for the safety of the children on the road with so many ATV,s coming and going .</p> <p>we have concerns about the noises increasing with increased traffic travelling through & just the volume of ATV,s passing through. So in saying that we are not in agreement for the proposed amendment to the Recreational Vehicles Regulation, Schedule "A" .</p>
Georgetown Road/ POSITIVE	<p>I have no problem with ATV using Georgetown Road following the guidelines as outlined. I would like to see the operation season extended to Nov31.</p>
Georgetown Road/ NEGATIVE	<p>I live at Georgetown Road. I do not support using Georgetown Road for the ATV route. This is a residential street that already sees too much illegal ATV traffic. The intention to open the streets for tourism purposes might have good intentions but it has only opened things as a free for all and people are just joy riding.</p>
Georgetown Road/ NEGATIVE	<p>Narrow road and used for walking...road has pot holes... OPPOSED TO THIS AMENDMENT.</p>

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Georgetown Road/ POSITIVE	Thanks for asking for our input. I agree that ATV's be allowed access to other areas through Georgetown Rd. I will be using this as a ATV user myself. It will be good for our City. I totally agree. Hope this goes ahead.
Georgetown Road/ POSITIVE	I agree with allowing the permission of Atv's on out street of Georgetown Road. Looking forward to accessing the streets ourselves and going for a ride. I think it's a bonus for this city. Count me as a definite "yes"
Georgetown Road/ NEGATIVE	I'd like to send in a quick comment on the ATV road use extensions proposed for the coming year. I'm allright with the use of ATVS in the downtown core to access stores and hotels etc. However I strongly object to the inclusion of Georgetown Rd and the water supply roads. There is no economic argument that supports the inclusion of these roads. In addition, ATVs are likely to illegally use the bogs at the end of the water supply road (the route used by skidoos in winter) to access Lundrigan drive. The water supply and the top end of Georgetown are one of the few places where one can ride, run and walk with limited motorized traffic these days. I have seen heavy increased traffic of approved trails, both by locals add by tour operators, in the approved trails in Curling last year. That same level of traffic on these roads would ruin then for 100s of other users using self-propelled travel. Finally, given the number of roads (approved for ATV use) already included in the Curling area I recommend that roads in the west end of town be considered as an alternative. Thanks for the opportunity to comment.
Georgetown Road / NEGATIVE	I am expressing my opinion against this for the following reasons <ol style="list-style-type: none"> 1. not enough enforcement 2. speed limit is not followed 3. valid driver license with under age people 4. motor cross bikes run up an down road now are very loud . 5. people on atv/dirt bikes disrespecting people in motorcars following highway traffic act and they don,t This will only get worst if approved & young kids out riding there bikes/ people walking. This is just some of the things that I have seen and experience since i have lived in this adjance road for 20 years.
Georgetown Road / POSITIVE	Yep I'm a resident of Georgetown road. Lol I live with my parents. All seem to be fine with it. Actually it may be a good thing because it's used now. Lol only thing is with it being legal is that maybe people won't be in so much of a hurry to connect to their trail and it will slow down the speeders some. I have two questions though: 1). Will there be a time limit like say none after 10 pm? Just thinking of the Latger groups that ride and the seniors, young families and workers that go to bed early. Not that it's a concern for us but did t k ow if that would be in consideration. 2). Do you think the road is Safe that it can be used for recreational vehicles? Lol (I'm being sarcastic here because we say you need a tank to drive The lower end of Georgetown. It's not fit! I know of someone who has a brand new

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	vehicle and won't come down the road ever. Lol). Kudos to the City to try to make things better so that everyone can reap the benefits whether it's for the economy or for Peoples wellbeing. Congrats!
7 or 25%	Positive
21 or 75%	Negative
28	Total

	City of Corner Brook Request for Decision (RFD)
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Subject Matter: Approval and ratification of agreement – NL 911 Bureau Inc.	
Report Information	
Department: Finance & Admin	Attachments: Draft agreement – NL 911 Bureau
Prepared By: Dale Park	Council Meeting Date: June 22, 2020

Recommendation:

Staff recommend Council approve the ratification and signing of the agreement with NL 911 Bureau Inc. for the operation of the Corner Brook Public Safety Answering Point from January 1, 2020 to December 31, 2024.

It is RESOLVED to approve the ratification of the agreement with NL 911 Bureau Inc. for the operation of the Corner Brook Public Safety Answering Point from January 1, 2020 to December 31, 2024.

Issue:

The current agreement with the NL 911 Bureau Inc. for the operation of the Corner Brook Public Safety Answering Point (PSAP) expired December 31, 2019 and a new agreement is required to be put in place.

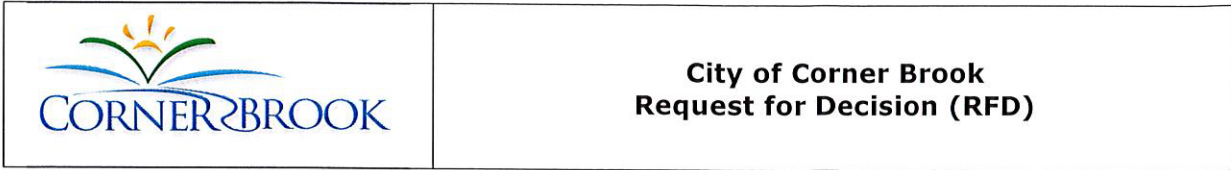
Background:

In 2015 the Province rolled out Province wide 911. At the time, there were two locations identified as PSAPs – Corner Brook and St. John’s. The Corner Brook PSAP has been operating since February 2015. The initial agreement was a five year agreement, and expired December 31, 2019. The agreement requires the City to provide the physical space for the PSAP, while the NL 911 Bureau is responsible for all operating and capital costs. The Corner Brook PSAP employs nine full time employees, and three relief employees. The Corner Brook PSAP answers all 911 calls from Labrador, and most of the island portion of the Province excluding the Avalon Peninsula. In 2019, the Corner Brook PSAP transferred over 17,000 calls to emergency responders.

The new draft agreement is for a five year period from January 1, 2020 to December 31, 2024. There were no significant issues or challenges with the previous agreement, and while there are a number of small revisions, the revised agreement does not have any significant changes from the previous agreement.

Options:

1. Approve the agreement as attached
2. Deny the agreement as attached



Legal Review: The draft agreement has been reviewed by the City Solicitor.

Governance Implications: n/a

Budget/Financial Implications:

The NL 911 Bureau Inc. pays for the operating and capital costs of the Corner Brook PSAP.

Environmental Implications: n/a

Prepared by:	
Director: Dale Park	[Redacted]
City Manager: Rodney Cumby	[Redacted]
Date: June 12, 2020	[Redacted]

Additional Comments by City Manager:

SERVICE AGREEMENT – PUBLIC SAFETY ANSWERING POINT (CORNER BROOK)

THIS AGREEMENT made at St. John’s and Corner Brook, in the Province of Newfoundland and Labrador, on this ___ day _____ of 2020.

BETWEEN: **NL 911 Bureau Inc.;**
 (the “Client”)

AND: **CORNER BROOK CITY COUNCIL**, a body corporate continued by the *City of Corner Brook Act* RSNL 1990 Ch. C-15;
 (“the Consultant”)

(collectively referred to herein as “the Parties”)

WHEREAS the Client, with the participation of, *inter alia*, municipalities, emergency service providers and telecommunications service providers, is charged, pursuant to the *Emergency 911 Act*, SNL 2014, c E-7.2, (hereinafter referred to as the “Act”) with establishing the number "911" as the primary emergency telephone number for use in the province and with developing, establishing and operating a province-wide emergency 911 telephone service;

AND WHEREAS, as a critical part of the province-wide emergency 911 telephone service, the Consultant has agreed to provide the Client with the services of a Primary Public Safety Answering Point or Primary PSAP on the terms and conditions herein contained;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, agreements and provisions herein contained, and as amended, the Parties agree pursuant to section 20 of the *Emergency 911 Act*, SNL 2014 Ch. E-7.2 as follows:

1. Definitions

1.1 In this Agreement, the following words and phrases shall have the following meanings:

- (a) “Budgeted Costs” means all the Consultant’s annual budgeted operating and capital costs relating to or associated with the operation of the Primary PSAP;

- (b) “Call Taking-Architecture” means the information technology assets, equipment, furniture and other personal property identified in Schedule A, Annex H (Contributions In-kind) and Schedule A, Annex G (Eligible Equipment and Furniture Costs) necessary for the Work and located on the

Premises, including any and all equipment owned by NL911 within the data closet space;

- (c) "Contract Documents" shall mean and include:
- (i) This head agreement (the "Head Agreement");
 - (ii) The Statement of Work attached as Schedule "A";
 - (iii) The General Terms and Conditions attached as Schedule "B"; and
 - (iv) Protocols for Information Technology Security of Client Information as Schedule "C".
- (d) "Eligible Costs" means the costs incurred by the Consultant for which it shall be reimbursed by the Client that are identified in Schedule A, Annex F (Eligible Construction Costs), Schedule A, Annex G (Eligible Equipment and Furniture Costs) and eligible training costs as identified in Section 3.2 (d).
- (e) "Non – Emergency 911 Calls" means any and all calls that do not require 911 services;
- (f) "Primary Public Safety Answering Point or Primary PSAP" means the communications centre which shall provide 911 Call-Taking Services (as defined in Schedule A) and which includes the Premises and the Call Taking-Architecture;
- (g) "Premises" means the space situated in the Province of Newfoundland and Labrador described in Schedule A, Annex D;
- (h) "Representatives" means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

1.2 Capitalized terms not otherwise defined in this section may be defined elsewhere in the Contract Documents.

2. The Consultant's Work

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

3. Payment

3.1 *Consideration*

It is agreed and understood that payments made for the performance of the Work pursuant to this Agreement shall be made in accordance with the following:

Within 60 days of the end of each quarter of each calendar year of the Term, the Consultant will invoice the Client, by form attached at Schedule "A", Annex E for performance of Work during the quarter. The Client shall pay the Consultant within 60 days of receipt of invoicing. Late payment shall be subject to interest charges

at a rate of 1.5% per month. Payment for performance of the Work shall be calculated on the following basis:

- (a) For each quarter of a calendar year, quarterly payment to be determined by the application of the methodology set forth in Schedule "A", Annex E.
- (b) On or before November 30th of each year of the Term, the Consultant will provide the Client with its draft Budgeted Costs for the upcoming calendar year for discussion and negotiation [and approval in writing].
- (c) The Consultant may establish, in accordance with its internal processes on or before December 31st of each remaining year of the Term, and the Client shall pay, Budgeted Costs which may include up to 3% increases on each line item of operating costs, without the Client's prior written approval. Operating cost increases above this 3% threshold require Client approval. Line items that were previously approved for the Consultant shall be approved again by the Client provided the Consultant can provide reasonable justification for the items. Any increases in capital costs shall not be included in the Budgeted Costs without prior written approval of the Client.
- (d) The Payment to the Consultant for each remaining year of the Term shall be adjusted within 60 days of receipt by the Client of the Consultant's annual expenditure statement for the year in question to compensate for any agreed differential between Budgeted Costs and actual costs incurred by the Consultant in relation to the Work, subject to the Client's arbitration right in section 3.1(b)(v).
- (e) In the event that the Client does not agree with any line items of operating costs above 3% as established in section 3.1(b)(ii), then the Client shall have the right to refer the reasonableness of those costs directly to arbitration as contemplated in Article 9.1(c)(i) and 9.2, Schedule "B" within 30 days of receipt by the Client of the Consultant's annual expenditure statement. The Consultant will cooperate fully with the Client to ensure that the matter is arbitrated in a timely manner. If the Client does not refer the matter to arbitration within 30 days of its receipt of the Consultant's annual expenditure statement, then the Client is deemed to agree with the Budgeted Costs.
- (f) If the arbitrator's decision results in a finding that the operating cost increases in question are reasonable, the Client shall pay the prescribed amount to the Consultant within 60 days of the arbitration decision.
- (g) It is understood and agreed that in any arbitration undertaken under this section s.3.1, the arbitrator, in considering the subject matter of the arbitration, shall do so in the context of the terms and conditions of this Agreement and shall consider all evidence before him/her in the context of the foregoing and on the principle of reimbursement for operational, and all other costs reasonably incurred by the Consultant in the establishment and operation of the Primary PSAP in relation to or associated with the provision of the Work.

3.2 **Reimbursement of Costs**

It is agreed and understood that reimbursements for the Eligible Costs incurred by the Consultant pursuant to this Agreement shall be made in accordance with the following:

- (a) Primary PSAP Eligible Construction Costs
 - (i) The Client's contribution to the construction of the Primary PSAP shall consist of reimbursement of accepted claims for Eligible Costs in accordance with 3.2(a)(ii).
 - (ii) The Client shall, upon the satisfaction of all conditions precedent as set forth in section 4 of this Agreement and any other conditions as may be applicable herein, reimburse the Consultant in an amount equal to 100% of the Eligible Construction Costs identified in Schedule A, Annex F, inclusive of applicable taxes.
- (b) Primary PSAP Eligible Equipment and Furniture Costs
 - (i) The Client's contribution to the Primary PSAP's equipment and furniture costs shall consist of reimbursement of accepted claims for Eligible Costs in accordance with 3.2(b)(ii).
 - (ii) The Client shall, upon the satisfaction of all conditions precedent as set forth in section 4 of this Agreement and any other conditions as may be applicable herein, reimburse the Consultant in an amount equal to 100% of the Eligible Equipment and Furniture Costs identified in Schedule A, Annex G, inclusive of applicable taxes.
- (c) Fire Dispatch and Non-Emergency 911 Call Line Costs
 - (i) The cost of Fire Dispatch calls and Non-Emergency 911 Line calls shall be based on the formula as determined in Schedule A - Annex E.
- (d) Primary PSAP Training Costs

The parties agree that all personnel hired for 911 Call Taking Services shall have successfully completed 911 Call Taker training approved and funded by the Client prior to commencement of Call Taking duties, and the Consultant shall ensure that persons who have not received such training are not permitted to operate as 911 Call Takers until such training has been completed. The Party who has been designated to provide ongoing training shall provide such training within 10 days, or such other period of time agreed upon by the Parties.

All personnel required to undergo training provided by the Client must successfully complete the training to the satisfaction of the Client, including full attendance at the training course for the scheduled duration. The Consultant shall take all steps reasonably within its control to ensure the attendance of authorized employees in

any training program that is provided by the Client, including ensuring that employees hired through the same competition shall be trained together.

All 911 Call Taking Training will be provided by or in direct consultation with the Client. The Client shall have the absolute right to audit, revise and determine the final standard in relation to training, on a case by case basis, in regards to each territory. If the Client does not provide the training directly, it will provide all materials and standards to the Consultant in order to complete the training, which material and standards may be revised from time to time by the Client in its sole discretion. The Client shall have a right to determine whether Call Tracing will form part of the training.

When a training course is scheduled, the Client shall accept notice of an employee cancellation or substitution received within 48 hours of the training session start time, unless otherwise agreed by both parties. In the event that notice is not received within the 48 hour notice period, the Consultant shall, at the sole discretion of the Client, reimburse the Client for any external disbursement for training costs incurred by the Client, or made necessary as a result of employee absence, including but not limited to expenses required to provide additional training sessions, unless it is deemed by both parties that the cancellation was due to circumstances beyond the control of the Consultant.

In relation to the PSAP Training Costs, the parties agree as follows:

- (i) The Client's contribution to the training costs of the Primary PSAP shall consist of reimbursement of accepted claims for Eligible Costs in accordance with 3.2(d).
- (ii) The Client shall, upon the satisfaction of all conditions precedent as set forth in section 4 of this Agreement and any other conditions as may be applicable herein, reimburse the Consultant for Eligible Costs of training as submitted by the Consultant and approved by the Client.
- (e) Payments for Eligible Costs will be disbursed upon provision by the Consultant of documentation satisfactory to the Client verifying expenditures on the expenses claimed. Cash expenditures by the Consultant in relation to Eligible Costs will not qualify for reimbursement unless acceptable proof of the cash expenditure has been submitted.
- (f) The Client being satisfied that all terms and conditions of this Agreement have been complied with may be required prior to payment of Eligible Costs.
- (g) The Client reserves the right to demand of the Consultant an accounting of all funds, regardless of source, expended in relation to the items in this section 3.2, including the right to review all supporting documentation in relation thereto.

- (h) Except as provided for in this Agreement, the Client shall not be responsible for any costs or expenses incurred by the Consultant, without the prior written approval of the Client.
- (i) If this Agreement is terminated in accordance with section 6 except in the event of a force majeure persisting for more than 6 months in relation to which no insurance money has been or will be paid towards the Eligible Costs in Schedule A, Annex J, the Consultant shall repay to the Client that portion of the funds it received from the Client in respect of Eligible Costs as provided for in the table at Schedule A, Annex J.
- (j) The Client hereby conveys and transfers to the Consultant, all its right, title and interest in and to the equipment and other personal property listed and identified in Schedule A, Annex J.

3.3 Payment General

- (a) Except as otherwise provided in this Agreement, payments will be made within 60 calendar days of receipt of invoicing in the form attached at Schedule A, Annex E.
- (b) Where applicable, all invoices shall clearly show the amount of HST billed by the Consultant as a separate item.
- (c) The Client shall not be obligated to pay any amounts invoiced by the Consultant which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Consultant is responsible.
- (d) The Consultant shall submit invoices to:

NL 911 Bureau Inc.
57 Old Pennywell Road
St. John's, NL A1E 6A8

4. Conditions Precedent

- 4.1 As conditions precedent to the disbursement of any funds pursuant to this Agreement, the Consultant covenants and agrees that it shall provide or cause to be provided to the Client:
 - (a) documentation satisfactory to the Client providing firm estimates for all Eligible Costs;
 - (b) written confirmation of adequate insurance coverage for the Primary PSAP;
 - (c) written confirmation of WHSCC requirements as identified in Article 8.1 of Schedule B of this Agreement ; and

- (d) a copy of the resolution of the Consultant authorizing the execution and delivery of this Agreement.

5. Underlying Conditions

5.1 The Consultant agrees that it shall:

- (a) use the funds it receives from the Client pursuant to this Agreement exclusively towards the Work;
- (b) provide the Client or its Representatives with reasonable access to the PSAP, and, at the request of the Client to the extent that it is reasonably required for verification purposes, access to business records and supporting documentation that relate to the Consultant's obligations under this Agreement, including records of monies contributed and disbursed;
- (c) maintain insurance coverage sufficient to cover the cost of:
 - (i) repairing any damage to the Primary PSAP, and
 - (ii) replacing the Primary PSAP and Call Taking Architecture in the event of a total loss. Any replacement of the Primary PSAP and Call Taking Architecture will be with equipment of a similar make and kind. The Client shall be named as an additional insured on all insurance policies.
- (d) in the event of an insurance claim in relation to the Primary PSAP, at the discretion of the Client:
 - (i) use the insurance proceeds to repair or replace the Primary PSAP or;
 - (ii) pay, or cause the insurer to pay, the compensation recoverable directly to the Client;
- (e) cause to be affixed to each policy of insurance a clause providing for a minimum of thirty days' written notice to the Client of any change in coverage or cancellation or lapse in coverage; and,
- (f) provide to the Client on an ongoing basis:
 - (i) the Consultant's annual draft Budgeted Costs projections and annual expenditure statements in relation to the Work as soon as they are reasonably available, and
 - (ii) statistical and operational reports as required further to this Agreement or as may otherwise, from time to time, be requested by the Client.
 - (iii) In the event the Client requests additional reports pursuant to 5.1 (f)(ii), the costs of those reports shall be at the expense of the Client.
- g. The client shall have the right, in its sole discretion, to review the utilization of each PSAP every three (3) years, to determine an optimal share of 911 volume for the Province. The Parties agree that the Client shall have the absolute right during the Term to determine the boundaries of the Defined Area. If, as a result of review by the Client, the boundaries are changed, the cost associated with this change will be accounted for within the annual reconciliation process and the Consultant will be compensated by the Client for any additional costs resulting from the changes to the Defined Area.

6. Events of Default

- 6.1** In this Agreement, each of the following constitute an "Event of Default":
- (a) if the Consultant terminates, abandons or ceases or threatens to terminate, abandon or cease to carry out the Work or if a force majeure event persists for more than 6 months; or.
 - (b) if the Consultant fails to comply with its commitments in section 5 or Article 8 of Schedule B of the Agreement.
- 6.2** Immediately upon the occurrence of an Event of Default as set forth in paragraph 6.1, the Parties shall provide each other with written notice thereof and the Client may, in its absolute and sole discretion, do any one or more of the following:
- (a) take possession and control of the Primary PSAP and operate it;
 - (b) take possession and control of any part of the Call Taking Architecture;
 - (c) transfer Call Taking Services to another service provider or consultant; and
 - (d) terminate this Agreement.
- 6.3** If the Client exercises its rights under 6.2(b), the Client shall pay a fee to the Consultant based on Fair Market Value, as determine by a commercial leasing real estate agent, at the time of the Event of Default to be a rental fee for the use of the space by the Consultant during the Term of this Agreement.

7. Other Default

- 7.1** As regards any other Default, the defaulting party shall within 15 days of written notice of the same by the other party remedy the said Default. In the event that the Default is not rectified within the said period, then the matter shall be dealt with in accordance with the process as set forth in Article 9, Schedule "B".
- 7.2** Neither Party shall be considered to be in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall include fire, explosion, war, riot, strike, walkout, labour controversy, flood, shortage of water, power, labour, transportation facilities or necessary materials or supplies, default or failure of telecommunication service providers, act of God or public enemy, equipment failure or malfunction, or any other cause beyond the reasonable control of the Parties hereto.
- 7.3** If the Client, in good faith and on reasonable grounds, believes that the performance of the Work by the Consultant is, or is about to be, significantly impaired as a result of a force majeure event, then the Client shall have the right, for the duration of the period in which the Work cannot be performed, to transfer Call Taking Services to another service provider or consultant. Within 30 days of the Consultant being able to perform the Work, the Call Taking Services shall be re-transferred to the Consultant and the Agreement shall resume.

7.4 Where the Call Taking Services have been transferred by the Client under section 6.2(c) and/or section 7.3 and the Consultant disagrees that a force majeure event has occurred, or there is a dispute between the Parties as to whether the Consultant is able to resume the Work, such dispute shall be resolved in accordance with Article 9 of Schedule "B".

8. **Communications**

8.1 The Consultant shall not engage in communications related to the Work in the nature of press releases or public announcements without prior consultation and approval of the Client.

8.2 The Parties agree to work together where practical and reasonable to facilitate any public announcements related to this Agreement in a timely manner.

9. **Notices**

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

For the Client:

**Executive Director
NL 911 Bureau Inc.
57 Old Pennywell Road
St. John's, NL, A1E 6A8
Phone: 709-758-0061
Fax: 709-758-0192**

For the Consultant:

**Consultant Representative
City Manager
P.O. Box 1080
5 Park Street
Corner Brook, NL A2H 6E1
Phone: 709-637-1532
Fax: 709-637-1543**

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

- (a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

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

10. Entire Agreement

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

11. Representations and Warranties

11.1 The Parties hereby represent and warrant that every fact stated or represented by the Parties or their Representatives to each other in connection with the Work is true to the best of its knowledge, information and belief.

12. Conflict Between Provisions

12.1 In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second Schedule B (the General Terms and Conditions), third Schedule C (the Protocols for Security of Client Information on Information Technology assets), fourth Schedule A (the Statement of Work), and last, any documents incorporated by reference in any of the foregoing.

13. Effective Date

13.1 The effective date of this Agreement shall be on the date of execution of the same by both Parties.

14. Term

14.1 The Term of this Agreement shall be from the Effective Date to December 31, 2024. This Agreement shall continue in effect after the expiry of the Term so long as the Parties are negotiating its renewal.

14.2 This Agreement may be renewed by the Parties for additional 5 year terms, or such other terms as mutually agreed upon, in writing and executed by the Parties, at the option of the Parties. No later than six months before the expiry date, the Parties shall notify each other in writing of their intent with respect to renewal of this Agreement.

14.3 This Agreement may be terminated in accordance with Article 6 of Schedule B.

15. Counterparts

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

16. Liability

16.1 the Consultant is not liable for any loss or damage suffered by any person by reason of anything in good faith done or omitted to be done in relation to the Work and the Client agrees to save harmless and indemnify the Consultant in relation thereto. The parties agree that this Agreement is entered into in accordance with section 20 of the Act and as such the exemption of liability contained in Section 26 therein shall apply for the benefit of the Consultant.

NL911 BUREAU INC.

Witness

Executive Director

CORNER BROOK CITY COUNCIL

Witness

City Manager or City Clerk

Witness

Mayor or Deputy Mayor

SCHEDULE "A" - STATEMENT OF WORK

DEFINITIONS

In this Statement of Work the following definitions apply:

- a) "911 Call Taker" means personnel hired by the Consultant to answer 911 calls received at the Primary Public Safety Answering Point;
- b) "911 Standard Operating Policies and Procedures" or "911 SOPPs" means the written policies and procedures, established and provided by the Client and as amended or supplemented from time to time by the Client, in consultation with the Consultant, to be followed by the 911 Call Takers and other PSAP staff;
- c) "911 Call Taking Services" means the answering of 911 calls by a 911 Call Taker and the handling of these calls as per the NL911 provided Operating Policies and Procedures (SOPPs) which includes Call Tracing and the subsequent Call Transfer of those calls to a Secondary Public Safety Answering Point;
- d) "Call Tracing" means the process by which a 911 Call Taker can trace a call to determine the location of the caller and includes but is not limited to the process of reviewing, performing, revising and auditing the process of Call Tracing;
- e) "Call Transfer" means the process by which a 911 Call Taker, while endeavoring to maintain contact with an emergency caller, transfers a 911 call to the appropriate Secondary Public Safety Answering Point and/or Call Tracing, when and where necessary;
- f) "Defined Area" means the geographic area of the province established in Annex A, and depicted on the map in Annex B;
- g) "Emergency 911 Telephone Service" means the province-wide telephone service for the reporting of emergencies through a Primary Public Safety Answering Point to a Secondary Public Safety Answering Point;
- h) "Secondary Public Safety Answering Point" or "Secondary PSAP" means a point of contact
 - a. to which emergency telephone calls are transferred from a Primary Public Safety Answering Point; and
 - b. which is a point of contact responsible for providing emergency services or dispatching personnel.

I - EMERGENCY 911 TELEPHONE SERVICE TO BE ESTABLISHED

A. Operational Requirements - Client

The Client, is a not-for-profit corporation with a mandate, pursuant to the *Emergency 911 Act*, SNL 2014, c E-7.2 to establish the number "911" as the primary emergency telephone number for use in the province, and to develop, establish and operate an emergency 911 telephone service. As part of fulfilling this mandate, the Client is retaining the Consultant to provide a Primary PSAP for the Defined Area.

The Client is responsible for various undertakings including, but not limited to:

- Establishing, auditing implementing and governing an Emergency 911 Telephone Service for the province including but not limited to 911 Taking Service, Call Transfer and Call Tracing;
- Providing accurate and current information to the Consultant, including street network data for all communities in the province (which data may not reference all streets within those communities) and contact information for emergency service providers for designated areas;
- Developing 911 SOPPs, conducting operational audits, quality control monitoring, and revising, where necessary, of 911 Call Taking Services;
- Decisions on whether to, and the administration of the release of, information requested by third parties with respect to the Emergency 911 Telephone Service;
- Developing and participating in any and all training offered on all aspects of 911 Call Taking either directly given by the Client or through the Consultant ;
- Entering into agreements with Primary PSAPs and telecommunication service providers necessary for the implementation and operation of the Emergency 911 Telephone Service;
- Receiving and accounting for monthly fees received from telecommunication service providers and providing financial compensation to the Consultant for 911 Call Taking Services.

B. Operational Requirements - Consultant

The Consultant shall be responsible for

- Subject to Section 3.1 of Schedule B (General Terms and Conditions), all human resource duties, including supervising, directing, "managing and evaluating PSAP employees; processing employee concerns and problems; disciplining; conducting interviews, hiring staff; and all other related matters which are handled by the Consultant. All personnel involved in 911 Call Taking Services under the control of the Consultant shall be employees of the Consultant and are subject to the terms of employment between those personnel and the Consultant.

- The day to day management and operations of the Primary PSAP including the management of 911 Call Taking Services and the Premises.
- Staffing at the Primary PSAP of a minimum of 2 trained 911 Call Takers per shift.
- Providing 911 Call Taking Services for the Defined Area, 24 hours, 7 days per week.
- All personnel within the control of the Primary PSAP complying with all 911 SOPPS.
- The Primary PSAP meeting all required minimum standards for facility and equipment, as detailed in Annex C.
- Ensuring compliance with all privacy laws in relation to any Call Tracing;
- Meeting the following National Emergency Number Association (NENA) time standards:
 - Alarm Answering Time - 911 calls are answered within an average of fifteen (15) seconds of the call being received 95% of the time on a continuous basis; and
 - Alarm Transferring Time - 911 calls are transferred to the appropriate emergency service provider without delay.
- Call Transfer being based on the requirement of the 911 caller, and as determined under the agency of priority provided by the Client as part of the 911 SOPPS.
- Providing the Client, when requested, with information regarding copies of Call Taking recordings, which are required to respond to public enquires related to the handling of all 911 calls, as consistent with routine monitoring of the Emergency 911 Telephone Service.
- Providing the Client, for each calendar month, within 15 days of the end of each calendar month, with the following statistics:
 - Number of Calls transferred to Police
 - Number of Calls transferred to Ambulance
 - Number of Calls transferred to Corner Brook Fire Department
 - Number of Calls transferred to fire departments other than Corner Brook Fire Department
 - Number of Calls transferred to Other Agencies (poison control, crisis line, etc)
 - Number of Calls not transferred
 - Number of Calls Answered
 - Number of Landline Calls

- o Number of Mobile Calls (when data available)
- o Number of Calls per Community
- o Number of Calls Based on Disposition
- o Alarm Transferring Time
- o If the Consultant takes on additional responsibilities that are outside the scope of this Agreement, than the Consultant will submit a request, in writing, to the Client to have these additional responsibilities added to this Agreement pursuant to a written amendment.

Both the Client and the Consultant acknowledge and agree that discussions relating to any additional responsibilities required by the Client and/or the Consultant at the time of need or within the agreement can occur as mutually agreed between the parties in writing or through consultation if requested by either party in writing.

C. Non-Emergency 911 Telephone Service Uses of the Primary PSAP by the Consultant

The Parties agree that the Consultant may use the Primary PSAP purposes which are not related to the Work ("Non-911 Services").

The Consultant will notify the Client of any Non-911 Services being provided at the Primary PSAP, in which event such Non-911 work will be proportionally reduced from payments made by the Client and reflected in Annex E. The Client shall not be responsible for the costs of any Non-911 Services.

Notwithstanding the foregoing, the Consultant agrees that during the term of this Agreement, it will not allow the Non-911 Services to impair or delay the Work.

D. Review of Defined Area

The Defined Area was established in order that the Primary PSAP would handle approximately 50% of the total number of annual 911 calls in the province. The Client will review the statistics and reports to be provided by the Consultant under this Agreement and, based on an analysis thereof, the Parties will discuss possible changes to the Defined Area that may be necessary to maintain the principle of each PSAP being responsible for approximately 50% of all 911 calls.

E. Call Taking Architecture

When deemed necessary by the Client, implementation of upgrades to or enhancements of the Call Taking Architecture shall be performed by the Consultant as soon as practicable and in any event shall commence no later than 6 months after receipt of notice from the Client. All costs related to the same shall be paid by the Client within 60 days of receipt of invoices from the Consultant in a format and on a schedule acceptable to the Parties.

Should there be a requirement for repair, replacement or maintenance expenses resulting from misuse or abuse of any of the Call Taking Architecture where such misuse or abuse was within the reasonable control of the Consultant or its Representatives, the cost responsibility shall lie with the Consultant. In the event of a dispute in relation to the foregoing, the Consultant shall, initially, pay all repair, replacement, or maintenance expenses under dispute, and the matter, if agreement cannot be reached, will be dealt with in accordance with Article 9, Schedule "B".

Such Call Taking Architecture as may, from time to time during the course of this Agreement, be recognized by both Parties hereto as being owned by the Client and located at the Premises and used by the Consultant in the performance of the Work shall be identified and itemized in an Annex to this Schedule "A". In the event that any insurance claim is made in relation to any Call Taking Architecture as identified on any such Annex then the proceeds of any such claim shall be provided to the Client.

II – FUTURE ENHANCEMENT OF THE EMERGENCY 911 TELEPHONE SERVICE

The Consultant will cooperate as reasonably requested by the Client in the planning and development of technological and other advancements for the Emergency 911 Telephone Service. All reasonable costs related to the same shall be the responsibility of the Client.

ANNEX A – Order in Council

Order Number: OC2019-229
 Order Date: 2019-10-04
 Department: Municipal Affairs and Environment
 Authority: Emergency 911 Act

Commented [A1]: Have requested official document but this is the info that is in the OC on gov website:
<https://www.exec-oic.gov.nl.ca/public/oic/details?order-id=16464>

Order Text:

Under the authority of section 6 of the Emergency 911 Act, the Lieutenant-Governor in Council is pleased to authorize the Minister of Municipal Affairs and Environment to change the NL 911 Bureau Inc. PSAP's call handling boundary to the following, substantially along the lines as on file with the Clerk of the Executive Council:

1) with St. John's PSAP to cover the areas east of a line commencing on the coast at the boundary between the municipalities of Holyrood and Harbour Main -Chapel's Cove - Lakeview, thence running south along said municipal boundary to the Trans Canada Highway (TCH), then running west along the TCH to Middle Gull Pond, then in a southwesterly direction to a point on the coast at the municipal boundary of Mount Carmel - Mitchells Brook - St. Catherine's encompassing the Local Service District of Deer Park / Vineland Road, thence running south and around the coastline of the Avalon peninsula back to the point of commencement; and

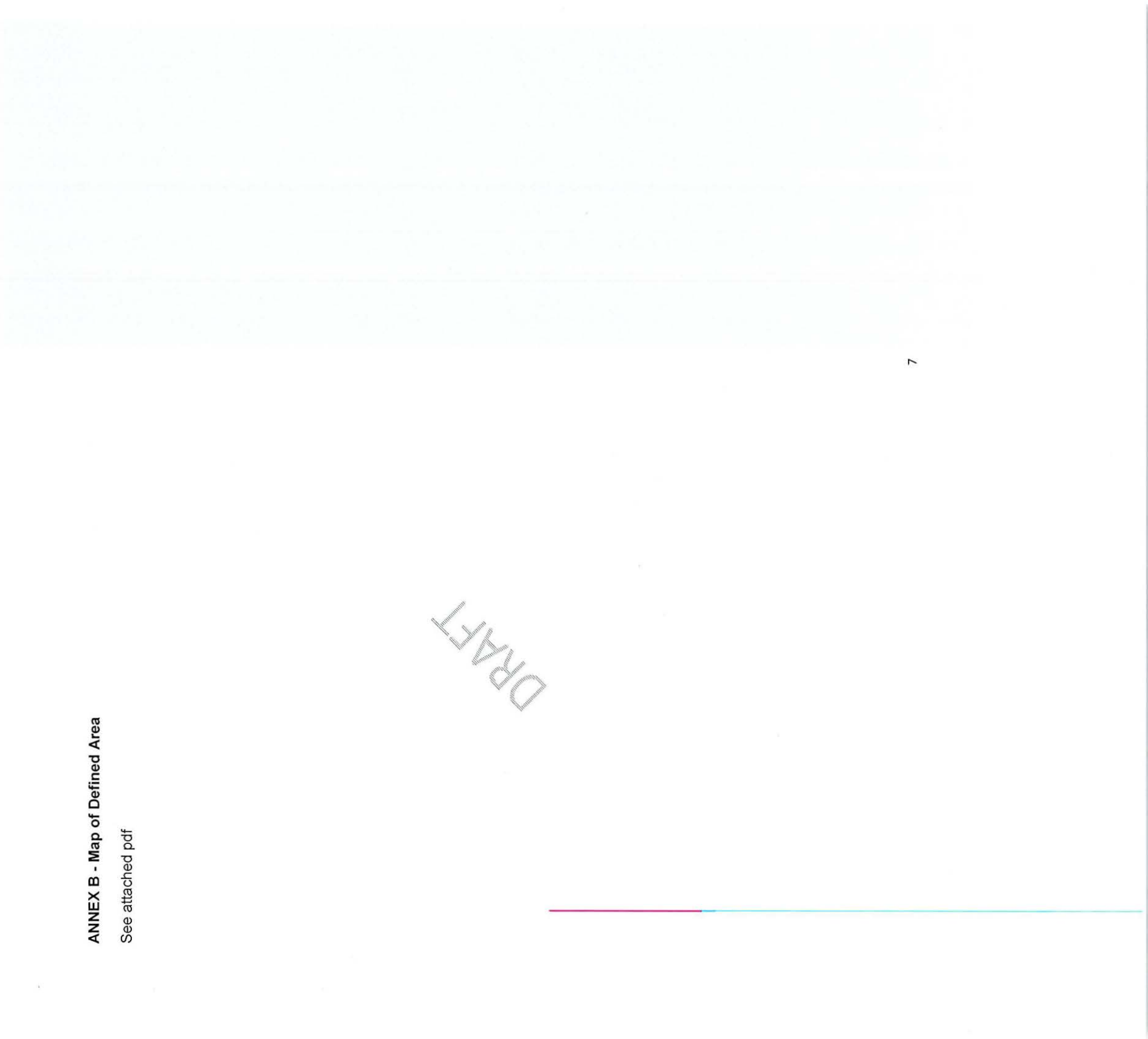
2) Corner Brook PSAP to cover all other areas of the province, including Labrador.



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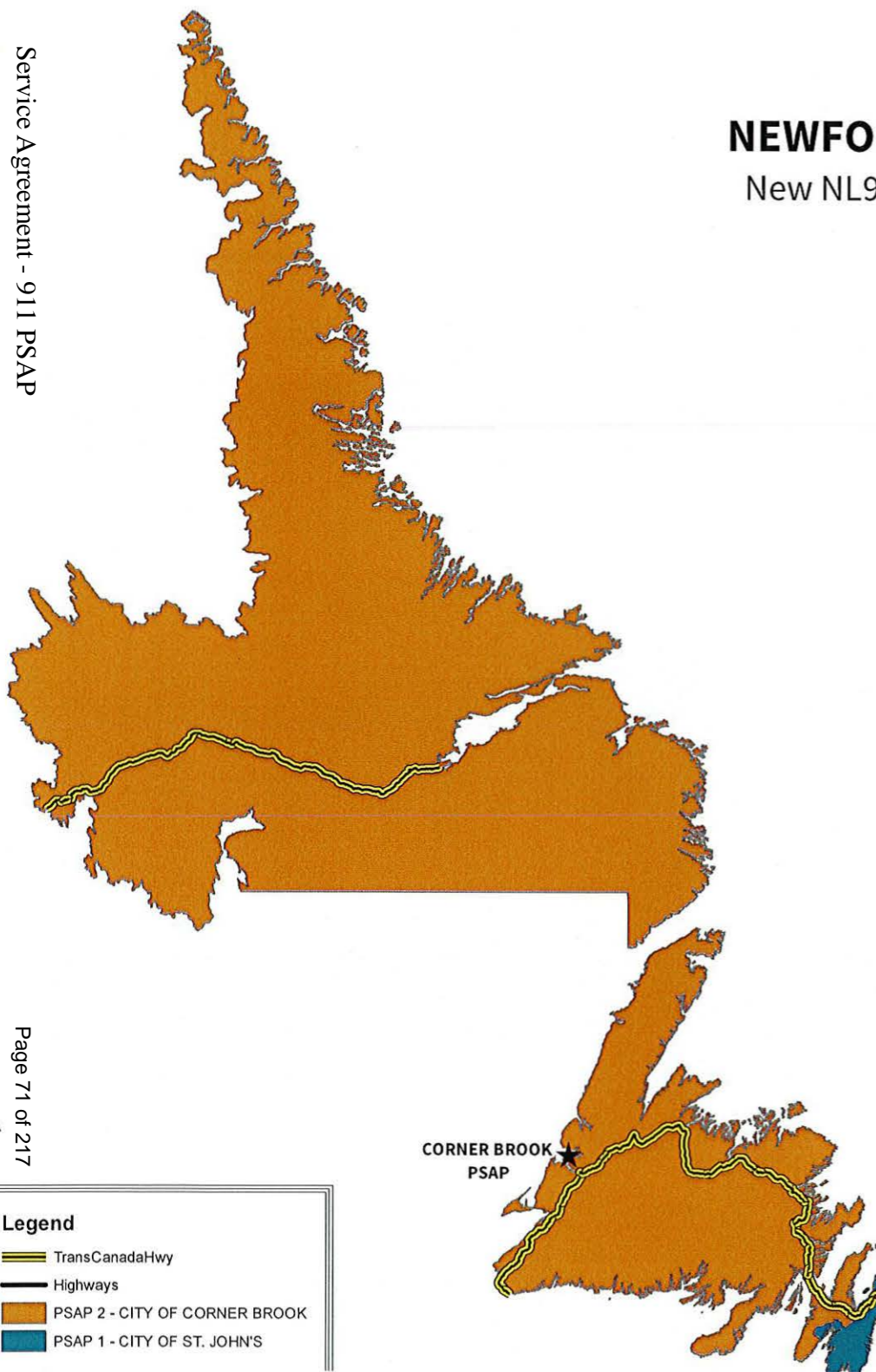
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ANNEX B - Map of Defined Area
See attached pdf

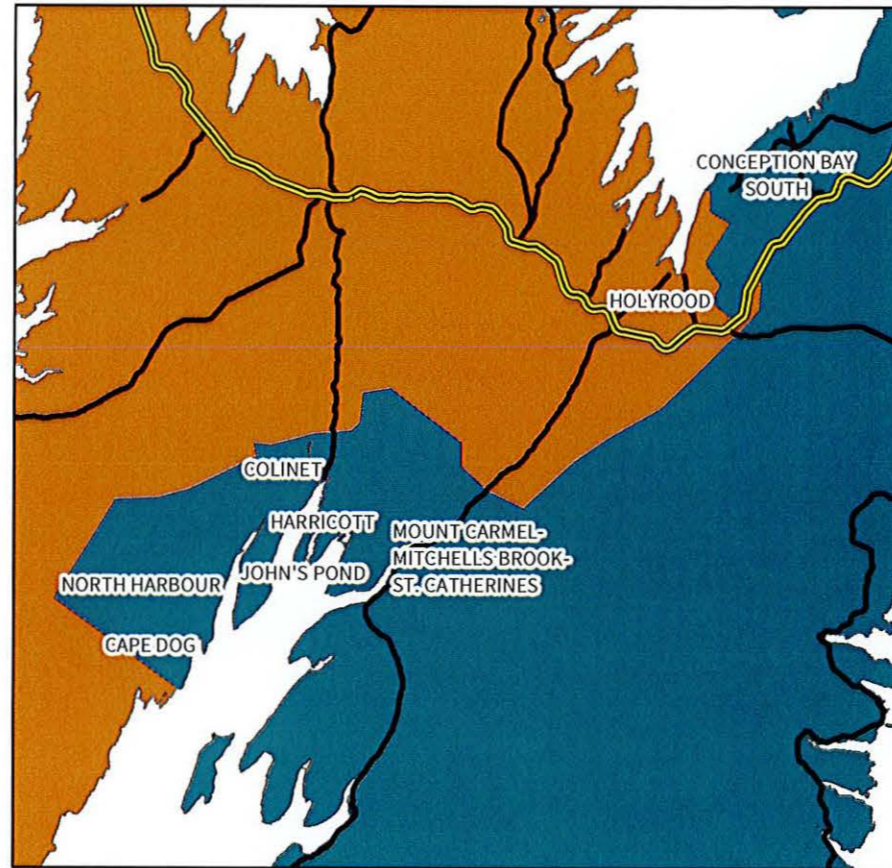






Annex B

NEWFOUNDLAND & LABRADOR New NL911 Call Distribution Boundary



PSAP BOUNDARY



- Legend**
-  TransCanadaHwy
 -  Highways
 -  PSAP 2 - CITY OF CORNER BROOK
 -  PSAP 1 - CITY OF ST. JOHN'S

ANNEX C - Minimum Requirements for Primary PSAP

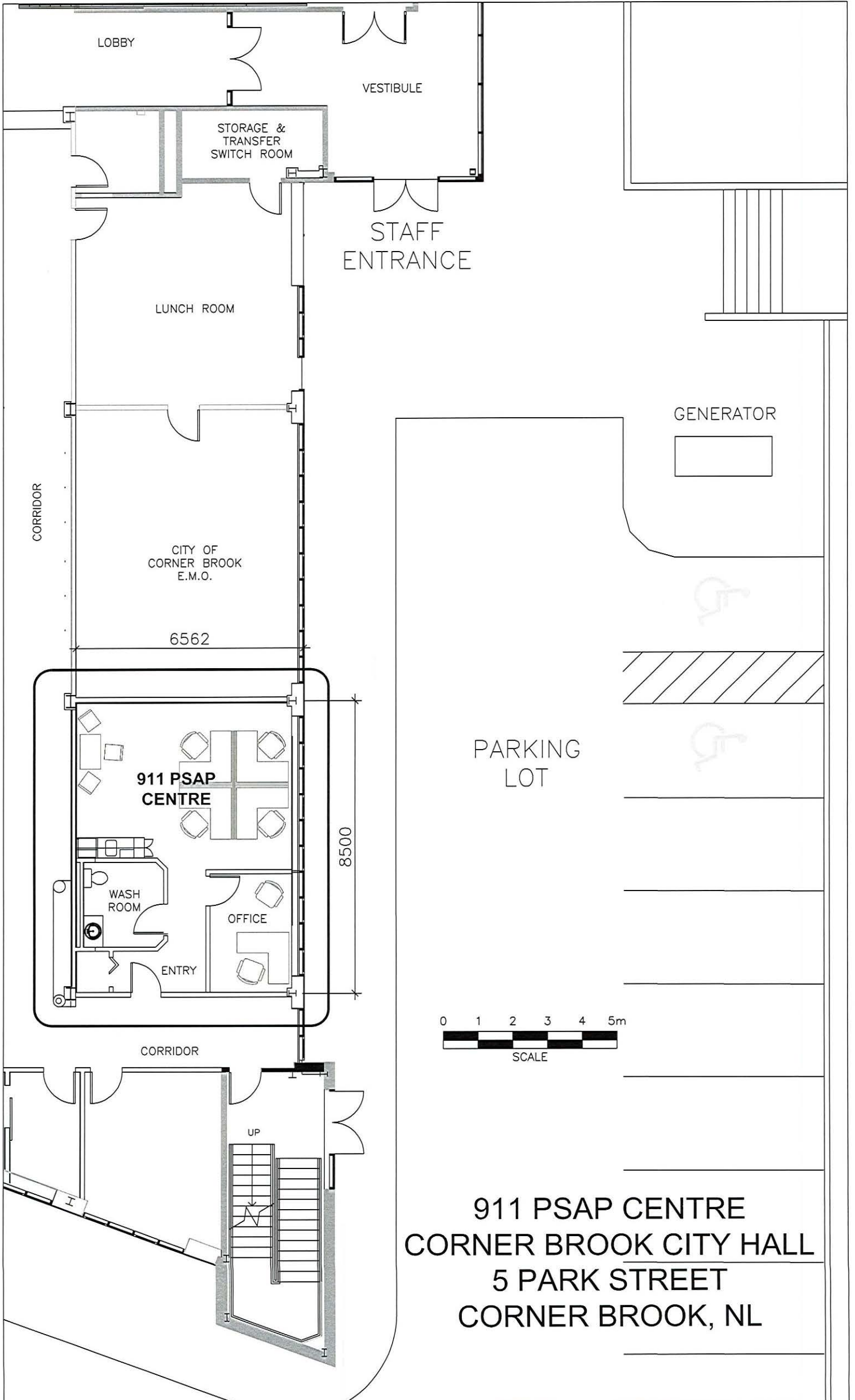
PREMISES
Provide a toilet facility and a lunch area that are directly accessible to Primary PSAP employees within the secured area.
Provide for the health and safety of employees during extended periods of failure of public water or sewer systems.
Ensure no cooking devices or appliances are present in the Primary PSAP that pose a fire or smoke risk, including but not limited to hot plates, toaster ovens and stoves.
SECURITY
Ensure entry to the Premises and any other buildings and structures that contain equipment essential to the operation of the Work are restricted to authorized persons. Door openings shall be protected by listed, self-closing, swipe card access, or key fob access doors.
Implement a written policy limiting access only to authorized Client or Primary PSAP employees and others authorized by the appropriate Primary PSAP management.
WINDOWS
Ensure windows are rated for bullet resistance. Windows that are not bullet resistant shall be permitted, provided that they face a secured area that cannot be accessed or viewed from outside the secured perimeter of the Premises. Windows that are required to be bullet resistant shall be configured so that they cannot be opened.
POWER
Provide an alternate source of electrical power that is capable of carrying the full electrical load of the Primary PSAP and supply sufficient power for the regular operation of all of the center's 911 functions.
Ensure that power sources are monitored for integrity, with annunciation provided in the Premises. The emergency power source shall consist of one or more engine- driven generators installed. Upon failure of primary power, transfer to the standby emergency source shall be automatic.
EMERGENCY PLAN
Develop and adopt emergency and business continuity plans for preparing for, responding to and recovering from situations that require the Premises to be vacated or require the Primary PSAP to operate at a reduced capacity.
TTY/TDD COMMUNICATION
Provide proper technology for communicating with hearing impaired persons.
STAFFING LEVELS
Ensure a staffing minimum of two 911 Call Takers on duty per shift, and access to a supervisory position, 24 hours a day, 7 days a week.
RECORDING REQUIREMENTS
Have the capability of audio logging all incoming and outgoing telecommunications associated with the Primary PSAP. Audio recordings must be securely maintained for at least two years after they are made.
Ensure that the Primary PSAP's logging voice recorder have one channel for each 911 Call Taker telephone.
Ensure that each 911 Call Taker location is equipped to instantly recall telephone recordings from that location.
Utilize computer technology adequate to provide access to 911 call details, electronic copies of cross reference tables, etc., and will utilize common call taking equipment as prescribed and funded by the Client.

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ANNEX D – The Premises

See attached pdf



**911 PSAP CENTRE
 CORNER BROOK CITY HALL
 5 PARK STREET
 CORNER BROOK, NL**

ANNEX E - Invoice Template and Fire Dispatch and Non-Emergency 911 Costs Methodology

(I) Definitions

- a) "Fire Dispatch Calls" means all 911 calls during each quarter of each calendar year of the Term to the Primary PSAP that result in the dispatch of fire services by the Corner Brook Fire Department.
- b) "Non-Emergency Line 911 Calls" means all calls handled by PSAP Call Takers during each quarter of each calendar year of the Term that are not received through 911 identified service lines (ie, municipal assistance lines, etc).
- c) "Non-Emergency Line 911 Call Costs" shall mean the assumed cost per call by application of the methodology as set forth herein:

estimated average duration of the calls X the per minute rate for the PSAP Call Taker X the number of Non-Emergency Line 911 Calls. ie

$$2 \text{ minutes} \times 0.37 \text{ (per minute)} \times 300 \text{ calls} = \$222$$

- d) "Total Calls" means all 911 calls during each quarter of each calendar year of the Term to the Primary PSAP that result in transfer to an emergency service provider (fire, police, ambulance, poison control, etc.)
- e) "Budgeted Costs" means Annual Budgeted Costs as defined in s.1.1 (a) of the Head Agreement.
- f) "Payment" means quarterly payment to be made to the Consultant by the client in accordance with s.3.1 of the Head Agreement and by application of the methodology as set forth herein.
- I. Quarterly Payment shall be determined by multiplying 25% the Budgeted Costs by the percentage figure determined by subtracting Fire Dispatch Calls from Total Calls and dividing this number by Total Calls, and then subtracting the cost of the Non-Emergency Line 911 Calls as illustrated by the following:
- $$((25\% \times \text{Budgeted Costs}) \times (\text{Total Calls less Non-Emergency Calls} - (\text{Fire Dispatch})) / \text{Total Calls less Non-Emergency Calls}) - \text{Non Emergency Line 911 Call Costs} = \text{Payment}$$

II. Example

The following is an example of how quarterly Payment is to be calculated based on the above formula:

Eg. Q1 – 2020

Budgeted Costs 2020 are \$800,000 (quarterly Budgeted Costs (25% x \$800,000) = \$200,000

Total Calls Q1 2020 = 10,000 broken down as follows:

-	Police	4,300
-	Ambulance	3,650
-	Fire	1,750 (125 dispatched by Cbfd)
-	Non-Emergency 911 Calls	300

Estimated Average duration of the Non-Emergency 911 Calls is 2 minutes

Per minute rate for the PSAP Operator is \$0.3748 (\$22.49 / 60)

Applying the formula in s. 2 above:

$((25\% \times \text{Budgeted Costs}) \times (\text{Total Calls less Non-Emergency Calls} - (\text{Fire Dispatch})) / \text{Total Calls less Non-Emergency Calls}) - \text{Non Emergency Line 911 Call Costs} = \text{Payment}$

$$= ((25\% \times 800,000) \times (10,000 - 300 - 125) / (10,000 - 300)) - (300 \times \$0.3748 \times 2 \text{ minutes})$$

$$= (200,000 \times (9,575 / 9700)) - 224.88$$

$$= (200,000 \times 0.9871) - 224.88$$

$$= 197,422.68 - 224.88$$

$$= 197,197.80$$

(II) The parties acknowledge and agree that the calculations set forth in this Schedule are subject to review and revision within twelve (12) months from the date of this agreement. If one party wishes to revise the calculation that parties shall provide notice in writing of any proposed change to the other party which change must be agreed to in writing.

Invoice Format

Job		Payment Terms	
NL911 Call Taking Services Q1 of 2020		January 1-March 31, 2020	
Calls Transferred	# of 911 Calls	Percentage	Cost Share
Police	4,300	44.33%	\$88,660
Ambulance	3,650	37.63%	\$75,258
Fire	1,750	18.04%	\$36,082
Other Agencies (poison control, crisis line, etc)	0	0.00%	\$0
SUBTOTAL	9,700	100.00%	\$200,000
Corner Brook Fire Dispatch work	125	1.29%	\$2,577
Total Cost to the NL911 Bureau Inc. for Emergency Calls	9,575	98.71%	\$197,423
Non-Emergency Calls Cost	300		-\$225
Total Cost to the NL911 Bureau Inc.	9,275		\$197,198

# of Stephenville Fire Dept Dispatches	0
# of Corner Brook Fire Dept Dispatches	125
Non-Emergency Calls	300
Hourly Rate for Operator	22.49
Estimated time / call (minutes)	2

Annex F - Eligible Constructions Costs

In accordance with section 3.2 of the Head Agreement, Eligible Costs submitted by the Consultant and approved by the Client.

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Annex G - Eligible Equipment and Furniture Costs

In accordance with section 3.2 of the Head Agreement, Eligible Costs submitted by the Consultant and approved by the Client.

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ANNEX H- Contributions In-Kind

ITEMS	COST (\$)
Video Cards	1,836.00
Monitors (10)	1,246.00
Headsets	2,085.56
TTY Telephone	279.00
Voice Logger	7585.00

Such other Contributions In-Kind as may be approved by both parties.

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ANNEX I – Eligible Cost Repayment Schedule

Total Cost = Eligible Construction Costs (Annex F) + Eligible Equipment and Furniture Costs (Annex G) + Contributions In-Kind (Annex H).

Termination: In accordance with section 3.2(i)(ii) of the Head Agreement, the percentage of Total Cost that are repayable by the Consultant to the Client as a result of a termination of the Agreement are as outlined below:

Period during which termination of the Agreement occurs	Amount of repayment required by Consultant
Effective date of the Agreement to December 31, 2020	50% of Total Cost
January 1, 2021 to December 31, 2021	40% of Total Cost
January 1, 2022 to December 31, 2022	30% of Total Cost
January 1, 2023 to December 31, 2023	20% of Total Cost
January 1, 2024 to December 31, 2024	10% of Total Cost

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SCHEDULE "B" - GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

- 1.1 The Client will furnish to the Consultant all available information necessary for the performance of the Work. The Consultant shall review the information for accuracy and applicability.
- 1.2 Where discrepancies, omissions or obscurities in the information are evident to the Consultant, the Consultant shall bring them to the attention of the Client and secure further written instructions where directed by the Client.
- 1.3 Notwithstanding anything else herein contained, the Consultant shall be deemed to have relied upon the accuracy and applicability of all information provided by the Client in relation to the Work or this Agreement.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

- 2.1 For the purposes of this Schedule "B" and Schedule "C", "Confidential Information" means:
 - (a) all communications and instructions from the Client respecting the Work;
 - (b) all information acquired by the Consultant or its Representatives respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;
 - (c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Consultant or its Representatives during the performance of the Work or in any way related thereto;
 - (d) all personal information which the Consultant may receive from the Client or in completion of the Work, including any information received through Call Tracing and , as defined from time to time under the *Access to Information and Protection of Privacy Act*, SNL2002 cA-1.1, to mean recorded information about an identifiable individual, including
 - (i) the individual's name, address or telephone number,
 - (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,
 - (iii) the individual's age, sex, sexual orientation, marital status or family status,
 - (iv) an identifying number, symbol or other particular assigned to the individual,

- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions

for any individual, which is, directly or indirectly, disclosed to or collected by the Consultant or its Representatives during the performance of the Work or in any way related thereto;

- (e) all information that is developed based upon Confidential Information including the work product of the Consultant or its Representatives; and
- (f) Confidential Information shall not include any information which:
 - (i) at the time such information was provided to the Consultant was or thereafter became part of the public domain through no act or omission of the Consultant or its Representatives; or
 - (ii) is information which the Consultant can show possession of prior to the date of this Agreement and which was received or developed by the Consultant free of obligations of confidentiality to the Client.

2.2 Except as required to perform the Work, the Consultant shall treat all Confidential Information acquired by the Consultant in the performance of the Work as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include a subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an Act or Regulations. In the event that a disclosure is required by law, the Consultant shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Consultant to provide such notice prior to disclosure, the Consultant shall provide such notice to the Client immediately after the required disclosure.

2.3 The Consultant shall only use the Confidential Information acquired in the performance of the Work for the purposes specified in the Contract Documents, and shall not permit the use of the Confidential Information for any other purposes.

2.4 The Parties acknowledge that all documents, reports, data, plans and other information and materials produced or generated by the Consultant in performing the Work, and the intellectual property rights therein, are the property of the Client and the contents thereof are privileged and confidential unless waived by the Client. Notwithstanding the foregoing, the Consultant may continue to use any intellectual property developed by it in performing the Work as required in the normal course of its business.

- 2.5** Upon the termination of this Agreement:
- (a) the Consultant shall return to the Client the Confidential Information it acquired during the performance of the Work, and the Client shall return to the Consultant the information of the Consultant in its possession or control not related to the Work, and
 - (b) where compliance with (a) is not possible with respect to any Confidential Information or information of the Consultant identified in (a), such information shall:
 - (i) be destroyed, or
 - (ii) if destruction is not possible be retained under security sufficient to ensure its confidentiality and not released without the prior written consent of the other Party.
- 2.6** The Consultant acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Consultant or its Representatives in the performance of the Work, including Call Tracing and in particular personal information, may be subject to privacy legislation, including but not limited to the *Access to Information and Protection of Privacy Act*, the *Management of Information Act*, SNL2005, cM-1.01, and the *Privacy Act*, RSNL1990 cP-22. The Consultant is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Consultant or its Representatives.
- 2.7** The Consultant shall ensure that its Representatives have in place and follow systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including the following:
- (a) using the same level of physical and electronic security as the Consultant employs to avoid disclosure or dissemination of the Consultant's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its Representatives other than those who are required to have access to properly perform the Work under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure all Representatives of the Consultant comply with all policies, standards and safeguards established under this Article;
 - (d) advise the Client of any substantial changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information; and
 - (e) satisfaction of the foregoing commitments includes compliance with the requirements set out in Schedule "C".
- 2.8** The Consultant may disclose Confidential Information to persons, including its Representatives, who need to know the information in order to carry out the duties associated with this Agreement and, where applicable, only after making such

efforts as are reasonable in the circumstances to confirm that such persons agree not to disclose Confidential Information.

- 2.9** The Consultant shall, upon becoming aware of same:
- (a) notify the Client immediately of any unauthorized possession, use or knowledge, or attempt thereof, of the Client's information in the possession of the Consultant, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Consultant;
 - (b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information;
 - (c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights; and
 - (d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of Confidential Information.

Article - 3. EMPLOYEES OF THE CONSULTANT

- 3.1** The Consultant shall provide employees to perform the Work in accordance with the requirements set out in Schedule A. When an employee of the Consultant, as a result of serious misconduct or a failure to properly perform his/her duties, is considered by the Client to pose a high risk to the performance of the Work, the Consultant shall take all necessary steps to ensure the performance of the Work is not negatively impacted. The Consultant shall immediately notify the Client upon becoming aware of any instances of employee misconduct or failure to perform duties, including the nature of the misconduct or failure and the disciplinary or other actions to be taken against the employee. The Consultant will not provide the name of the employee unless the employee consents or the Consultant is otherwise required by law.

Article - 4. ACCESS TO CLIENT FACILITIES

- 4.1** Where the Parties agree to provide working space at each others premises, the visiting Party and its Representatives shall comply with all security regulations and workplace policies and procedures in effect from time to time at the host Party 's facilities.

Article - 5. RECORDS AND AUDIT

- 5.1** The Consultant shall keep such records, as required further to this Agreement in accordance with generally accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit, (such audit to be at the Client's expense), at mutually convenient times and up to one year after termination of this Agreement.

Article - 6. TERMINATION

- 6.1** Notwithstanding any other provision of this Agreement,
- (a) The Client may terminate this Agreement at any time by way of twelve (12) months advance written notice to the Consultant, and
 - (b) The Consultant may terminate this Agreement at any time by way of twelve (12) months advance written notice to the Client.
- 6.2** Where this Agreement is terminated prior to the expiry of the Term, the Consultant shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Consultant shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto. The Client shall retain the right of set-off with respect to any funds owing pursuant to this Agreement.

Article - 7. LIABILITY

- 7.1** The Parties agree that in performance of the Work neither the Consultant nor any Consultant's Representative shall be or be deemed to be an officer, servant, agent, or employee of the Client. Nor shall the Client nor any representative of the Client be deemed to be an officer, servant, agent, or employee, or partner of the Consultant.
- 7.2** Each Party agrees to indemnify the other against all losses and costs (including reasonable legal fees) which the other may incur by reason of:
- (a) the indemnifying Party's negligent or other failure to duly perform or observe any provision, covenant, obligation or condition of this Agreement required on the part of that Party to be performed or observed, and
 - (b) its reasonable reliance on incorrect information provided by the indemnifying Party.

Article - 8. COMPLIANCE WITH LAW

- 8.1** The Consultant shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Workplace Health, Safety and Compensation Act and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
- 8.2** The Consultant shall ensure that the Consultant and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Consultant or the Consultant's Representatives in the performance of the Work.

Article - 9. DISPUTE RESOLUTION

- 9.1** If, during the term of this Agreement, a dispute or disagreement arises between the Parties that cannot be resolved in the normal course of their dealings, the Parties agree to participate in the following dispute resolution procedure:
- (a) upon the written request by either Party to the other Party, the nature of the dispute or disagreement shall be brought to the attention of Representatives of the Parties with authority to resolve the dispute ("Authorized Representatives"). The Authorized Representatives will discuss or meet with a view to amicably resolving any dispute or disagreement with respect to any matter in this Agreement, the interpretation thereof, or the performance by the Parties.
 - (b) All reasonable requests for information regarding the dispute or disagreement made by one Party to the other, except for any confidential information of that Party or information that has no relevance to the dispute or disagreement in question, shall be honoured in order that each of the Parties may be fully advised of the other's position.
 - (c) In the event that the Authorized Representatives cannot resolve the dispute within 30 days of their first meeting, or within such other period of time as the Parties may have agreed, either Party may, with written notice to the other Party
 - (i) Where the dispute is in relation to payment under section 3 of the Head Agreement, submit the dispute or disagreement to arbitration in accordance with the Arbitration Act, RSNL 1990 c.A-14, subject to article 9.2 herein.
 - (ii) Where the dispute is in relation to any other matter under this Agreement, submit the dispute to a court of competent jurisdiction in either Corner Brook or St. Johns.
- 9.2** The Party wishing to commence arbitration shall give the other Party a written notice describing the dispute or disagreement to be arbitrated. Any arbitration will be carried out by a single arbitrator. The costs and expenses of arbitration will be allocated by the arbitrator between the Parties, as the arbitrator determines in accordance with applicable law.
- 9.3** The Parties shall continue performing their respective responsibilities under this Agreement while the dispute or disagreement is being resolved in accordance with this Article 9, unless and until such responsibilities are lawfully terminated or expire in accordance with the terms of this Agreement.

Article - 10. LAWS GOVERNING

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

Article - 11. CONFLICT OF INTEREST

- 11.1** No public employee or member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom except in accordance with the *Conflict of Interest Act* or the *House of Assembly Act*.
- 11.2** The Consultant shall:
- (a) conduct all duties related to this Agreement with impartiality;
 - (b) not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further the private interests of an individual;
 - (c) not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest;
 - (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement; and
 - (e) make best efforts to ensure its Representatives comply with the requirements set out (a) to (d) in this Article 11.2.

Article - 12. SUBCONTRACTORS

- 12.1** The Consultant shall not subcontract the Emergency 911 Telephone Service without the prior written approval of the Client.
- 12.2** The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 13. GENERAL

- (a) Articles 2 and 7 of this Schedule B, shall survive the termination or expiration of this Agreement.
- (b) Both parties acknowledge that each shall use commercially reasonable best efforts to have decisions with respect to this Agreement made within the required timelines
- (c) The failure of either Party to insist upon or enforce in any instance strict performance by the other Party of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the waiving Party's right to assert or rely upon any such terms or rights on any future occasion.
- (d) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

- (e) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (f) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
- (g) The Client shall have the right to assign this Agreement and its rights hereunder, and the Consultant, by its execution of this Agreement, expressly consents to any such assignment. The Client shall provide written notice to the Consultant of an assignment of this Agreement. In the event the Client assigns this Agreement to a party other than
 - (i) a department or agency of the Government of Newfoundland and Labrador, or
 - (ii) a corporation the majority of whose shares are owned by the Government of Newfoundland and Labrador;the Consultant shall be relieved of its repayment obligations in section 3.2(h) of the Head Agreement and may terminate this Agreement on six months notice to such assignee.
- (h) The Consultant shall not assign this Agreement in whole or in part to any third party without the prior written approval of the Client.

END OF SCHEDULE B


SCHEDULE "C"

Protocols for Information Technology Security of Client Information

The following requirements apply to the Consultant's use of information technology assets, (including, but not limited to computers, smart phones and other devices referenced herein), whether the property of the Consultant or the Client, in performance of the Work:

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted. All portable storage devices or media containing Confidential Information must be secured when not in use.
- Unless specifically authorized, the Consultant is not permitted to grant access to the 911 system and/or its data to any person, computer or other technology asset not owned or managed by either the Consultant (including its Representatives), the Client or the vendor of record for the 911 system. All other access would need to be mutually agreed upon by both the Consultant and the Client in a timely manner.
- Consultant is expected to implement and maintain reasonably up-to-date versions of all business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-virus software.
- Consultant is not permitted to use any Peer-to-Peer or Torrent file sharing programs (e.g., Limewire, etc.) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.
- Email shall not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted in a secure manner.
- Where the Consultant will be granted access to a Client computer network during the course of the Work, in addition to the requirements noted above, the Consultant shall not:
 - Share personal computer drives or folders on a computer accessing the network; or
 - Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
- These requirements apply to the Consultant and its Representatives and it is the responsibility of the Consultant to ensure that all its Representatives are aware of these restrictions and are in compliance with them.

END OF SCHEDULE C

	<p>City of Corner Brook Request for Decision (RFD)</p>
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<p>Subject Matter: Corner Brook Port Corporation borrowing approval</p>	
<p>Report Information</p>	
<p>Department: Finance & Administration</p>	<p>Attachments: Letter from Corner Brook Port Corporation</p>
<p>Prepared By: Dale Park</p>	<p>Council Meeting Date: June 22, 2020</p>

Recommendation:

It is staff recommendation to approve the borrowing by the Corner Brook Port Corporation of a \$1,100,000 five year term loan from Scotiabank at a variable rate of prime less 50 basis points.

It is RESOLVED to approve the Corner Brook Port Corporation to borrow \$1,100,000 for a five year term loan at an interest rate of prime less 50 basis points.

Issue:

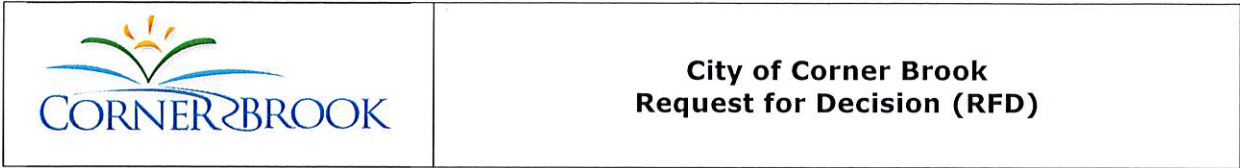
The Corner Brook Port Corporation has initiated a project for the construction and acquisition of the infrastructure to allow for international container service to be provided from the Port of Corner Brook. This project will require the borrowing of funds from a chartered bank.

Background:

The Corner Brook Port Corporation has completed the first stage of the project to allow for an international container service to be operated from Corner Brook. The project has seen two visits from MSC Mediterranean Shipping Company (MSC) and the first vessels departing the city with 256 containers exported internationally. It is anticipated this service will continue bi-weekly until the volumes increase to warrant 6 additional visits.

The City had previously approved the interim borrowing for this project, but it now being converted to a fixed term loan. The Port is completing a review of the next component of the project – a cold storage facility. Should that project proceed, the Port will inform the City of the necessary financial details of that project. The General Operating Bylaw of the Corner Brook Port Corporation requires the advance approval of the Corner Brook City Council for any financing exceeding \$2,500,000. This borrowing does not meet the \$2,500,000 threshold, however when combined with the potential borrowing of the next phase, the threshold is expected to be met.

The Port has its own independent board of directors and management team that have reviewed and approved this project and borrowing. The City has reviewed the Port’s most recent budget and financial statements. The City is comfortable that the Port is well positioned financially to support this borrowing.



Options:

1. Approve the borrowing as required by the Corner Brook Port Corporation.
2. Reject the approval of the borrowing as requested by the Corner Brook Port Corporation.

Governance Implications:

Policy and Regulation:

Budget/Financial Implications:

Prepared by: Dale Park	
Director: Dale Park	
City Manager: Rodney Cumb	
Date: June 15, 2020	

Additional Comments by City Manager:



Corner Brook Port Corporation
 P.O. Box 1165, 61 Riverside Drive
 Corner Brook, NL A2H 6T2
 Phone: (709) 634-6600
 Fax: (709) 634-6620
www.cornerbrookport.com

June 5, 2020

Mr. Rodney Cumby
 City of Corner Brook,
 P.O. Box 1080,
 Corner Brook, NL
 A2H 6E1

Dear. Mr. Cumby,

I am writing in regard to Mr. Dale Park's letter of 21 January 2020 regarding the Approval to Borrow provided to the Corner Brook Port Corporation. As an update to the purchase of our crane and reach stackers, I can advise that this portion of the National Trade Corridors Fund (NTCF) project is now complete, and as you are likely aware the purchased equipment is currently operating at the port. We have had the first two calls from MSC Mediterranean Shipping Company, and this morning the MSC Don Giovanni sailed from Corner Brook with the first 256 export containers loaded with paper. We expect that this service will continue as a bi-weekly call until the volumes warrant increased frequency of vessel calls.

We are waiting on the final payments from our project partners which will be applied to the operating line of credit used to finance the purchase of the crane and reach stackers. We expect all of the money to be received from NTCF by the end of July. This will eliminate the \$5,500,000 non-revolving demand load previously approved by Council.

We issued a request for financing proposal to the various banks for a five year term loan to pay off the port's share of the project, with Scotiabank as the successful bidder. The port will acquire a \$1,100,000 five year term loan from Scotiabank at a floating rate of prime less 50 basis points. The funds will be applied to the non-revolving demand loan referenced above.

Once the outstanding funds are received from the project partners and applied to the credit facility, this \$1,100,000 term loan and our regular operating line of credit will be the only remaining debt of the Corner Brook Port Corporation. The combined amount will be well below the \$2,500,000 borrowing limit which does not require Council approval.

Over the course of the next several months, CBPC will be completing a comprehensive review of the cold storage requirements for the region, so that we can move to the next phase of the NTCF project. We currently have \$4,400,000 left in our overall \$11,000,000 project budget to contribute toward cold storage, however we expect that cold storage will be considerably more

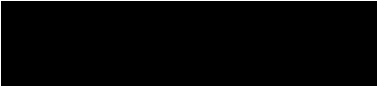
Page 1

than the initial cost of constructing a regular warehouse for paper. As we move closer to the determining the final cost of cold storage, and identify funding partners, we will provide Council with the financial details of that component of the project.

At this time, I request Council approval of this five year term loan in the amount of \$1,100,000 from Scotiabank to be amortized over five years at prime less 50 basis points. If there are any questions, or additional information required, please do not hesitate to contact the undersigned.

I would like to take this opportunity to express our gratitude for Council's support of this important project which is creating significant economic benefits to the forestry and fishing sectors and contributing to employment and the long term sustainability of the port, the paper mill and the region.

Yours truly,



Jackie Chow, CPA, CA
Chief Executive Officer

CC: Mayor Jim Parsons & Council of City of Corner Brook
Mr. Dale Park, Director of Finance and Administration
Mr. Verbon Hewlin, Chair, CBPC



2019 ANNUAL REPORT



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OUR TEAM

BOARD OF DIRECTORS

Verbon Hewlin, P.Eng.
CHAIRPERSON



Dennis Bruce, B.Sc., MA
VICE-CHAIRPERSON



Steve House, B. Comm.
TREASURER / SECRETARY



Serge Cormier
DIRECTOR



Brian Dicks
DIRECTOR



Mayor Jim Parsons
DIRECTOR



Deanne Penney, B.Comm., LLB
DIRECTOR



CBPC MANAGEMENT & STAFF

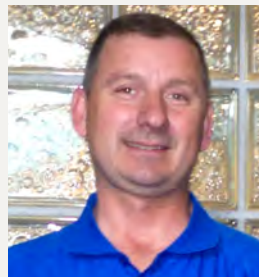
Jackie Chow, CPA, CA
CEO / PORT
MANAGER



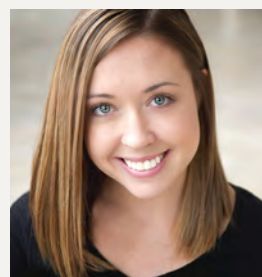
Joy Blackwood
ADMINISTRATION
MANAGER



Dean Jennings
OPERATIONS
MANAGER



Jennifer Hartley, M.Ed., MBA
BUSINESS DEVELOPMENT
MANAGER



MESSAGE FROM THE CHAIRPERSON

I am pleased to present the Annual Report of the Corner Brook Port Corporation on behalf of the Board of Directors. The report includes a summary of the activities and projects undertaken by Corner Brook Port Corporation (CBPC or the Corporation) over the course of the year and the financial statements for the year ended Dec. 31, 2019.

This year, we saw our fifteen-year divestiture agreement officially come to an end, nevertheless CBPC remains focused on growing all three lines of business. As the primary port asset, the dock is critical to business development, particularly the industrial business which we see as the cornerstone of sustainability. During 2019, CBPC completed a significant amount of work dedicated to bringing an international shipping service to the region. The project was made possible by an investment of \$5.5 million approved under Transport Canada's National Trade Corridors Fund. This funding was augmented by an additional \$5.5 million contributed by project partners: Corner Brook Port Corporation, Logistec Stevedoring Inc., Corner Brook Pulp and Paper Ltd., and the Government of Newfoundland and Labrador.

In terms of real estate, CBPC continues to pursue tenants which have a long-term commitment to the region and have potential to generate port activity. A potential long-term tenant has been identified for the property at 85 Riverside Drive. CBPC is working closely with the potential tenant to assist in making valuable connections and building strong relationships in support of this business. Our cruise tourism business continues to grow each year, with the 2019 season being most successful to date. This past season saw a total of 18 calls to the port up from 15 calls in 2018. The cruise sector generates business for the local tourism sector in addition to contributing revenue to the port and is a key economic driver for the region.

As our operating environment changes, it is more important than ever to maintain diverse revenue streams, continue business development activities and remain flexible to fluctuating economic conditions. The board, port management and staff remain focused and eager to reach our short and long-term strategic goals to ensure long-term sustainable success.

In closing, I would like to express my appreciation to the Board of Directors for their continued support and commitment, and I would like to thank our staff for their hard work and dedication in meeting the needs of our port while striving to accomplish our long-term goals. As we move forward into 2020, the Corporation remains focused on its mandate of economic development and will continue to market the port's strategic advantages across various sectors.



Verbon Hewlin, P. Eng.
Chairperson

MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

In 2019, the Port of Corner Brook had its most successful cruise season to date and made immense strides towards adding an international container shipping service to the Port. While 2019, posed a few challenges, our team remains focused on facilitating prosperity for the region by advancing business and trade, and strengthening the region's global connections through strategic investments in economic and port infrastructure.

November 2019 marks fifteen years since port divestiture, and the close out of the Contribution Fund. As required under the terms of the Contribution Agreement, these funds have been expended on eligible expenditures over the fifteen-year post divestiture period. The result is that CBPC will no longer draw on divestiture funds to cover operational and maintenance costs. With this milestone achieved, the Corporation is driven to finalize and release its new strategic plan to guide business development activities for the next five to ten years. The 2020 strategic plan will outline the priorities and actions to advance the Port's mission and identify the projects, programs, partnerships, and stewardship for the next five years.

The highlight of 2019 was the announcement of an \$11 million investment in port infrastructure to support the international container shipping service due to begin in 2020. In April 2019, CBPC submitted an \$11 million funding proposal to Transport Canada under the National Trade Corridors Fund. This significant investment will be used to enhance the loading and unloading capacity at the port facility and allow the Port of Corner Brook to access major shipping routes.

Diversifying our revenue into three distinct but connected streams was a deliberate strategic decision to reduce dependence on a single line of business and to reduce the vulnerability of the organization. This, along with maintaining a lean and focused organizational structure, has helped the organization accomplish key objectives and will be critical to the future success and sustainability of the Corporation.

As we reflect over the past year, I would like to thank the Board of Directors for their guidance, advice, and ongoing support. I would also like to acknowledge the hard work of our staff in moving our objectives forward daily and for being adaptable and open to new challenges and opportunities. We look forward to the successes of 2020 and will continue to forge ahead with our development plans.



Jackie Chow, CPA, CA
Chief Executive Officer

CBPC MISSION

To facilitate prosperity for the region by generating economic activity, employment and spin-off business at the Port of Corner Brook for Corner Brook and western Newfoundland.



Deep Water Channel
90 METRES

Dock length
362 METRES

Minimum Dockside Depth
10 METRES

Fenced in Storage Space Adjacent to Dock
48,000 Sq METRES

High Capacity Fixed Pedestal Crane
53 TONNE



FORWARD THINKING

"We will continue to leverage port activities to make sustainability a tool for economic development. Our goal for 2020 is to build upon the infrastructure currently in place to help drive our connection to the world" Jackie Chow, CEO



CORPORATE PROFILE

CBPC is a non-profit community-based organization responsible for the stewardship and the on-going maintenance of the Port of Corner Brook assets. The organization initially started as a working committee of the Corner Brook Chamber of Commerce, was incorporated in 2001, and took over the port assets under Transport Canada's Port Divestiture Program in 2004.

The Corporation is governed by a seven-person Board of Directors who have a broad range of professional knowledge and experience. Board members serve four-year terms and are appointed by various entities, including the City of Corner Brook, Province of Newfoundland and Labrador, Greater Corner Brook Board of Trade, and the Corner Brook Port Corporation. As there are no shareholders, all profits generated are re-invested back into port infrastructure, facility maintenance and capital projects. The role of the Board of Directors is to provide strategic guidance and support to four full-time staff members who manage the day-to-day operations.

CBPC oversees the management of several port assets some of which were transferred from the federal government in the divestiture agreement, while others were acquired or purchased over the years to help diversify operations and generate revenue. Current assets include the dock, six rental buildings, three ancillary buildings and 22 acres of waterfront land. These facilities include office, commercial and industrial spaces.



The City of Corner Brook and view of the Bay of Islands channel.

The Corporation aims to facilitate port growth and development through its two-pronged mandate. The first piece of the mandate is to provide a high-quality ocean transportation and distribution link to meet the needs of western Newfoundland while the second component is regional economic development. Demand for shipping services is intricately linked to the economic activity in a region. Export opportunities drive demand for outbound shipping while inbound cargo tonnage is driven by the size and needs of the local population.

Business development is increasingly important as the Corporation moves into 2020 and beyond. The Corporation has three lines of business: industrial operations, real estate, and cruise tourism. It is important to derive revenue from multiple sources to fund ongoing operations, maintenance, capital projects and business development. While each line of business is related, the Corporation aims to ensure that real estate holdings are adequate to maintain industrial activity and grow business activity at the port.

As a landlord operation, CBPC maintains and markets the multi-use berth which can accommodate a wide range of vessels, including bulk and breakbulk cargo ships, container ships, tankers, cruise ships, Coast Guard ships, fishing vessels, passenger ferries and barges. The high capacity crane can load and unload a variety of cargo types including containers, project cargo and equipment. CBPC provides berthage, storage space and some port services such as fresh water while independent operators provide other port services such as fuel and stevedoring.

The Port of Corner Brook has primarily been an industrial port with focus on pursuing industrial projects, particularly those with the potential to increase port activity and stimulate the local economy. Sectors of interest include energy, fabrication, and value-added manufacturing. CBPC also recognizes that there are emerging opportunities in natural resources sector, including forestry, fisheries, and mining. The Corporation's objective is to align port capabilities and regional capacity and invest in infrastructure where viable long-term opportunities exist.

The port is accessible year-round as the Bay of Islands is relatively ice free. Wind and wave issues are typically minimal and with the shelter provided by the surrounding Blomidon Mountains, Corner Brook is known as a safe haven for vessels seeking shelter from storms and rough weather patterns in the North Atlantic. The geographic location is another key advantage as the port's proximity to the Gulf of St. Lawrence enables connectivity to ports along the St. Lawrence Seaway, in the Arctic, along the Eastern seaboard of the United States and for Trans-Atlantic shipments.



INDUSTRIAL OPERATION

The Port's Industrial operation was historically the core line of business and largest revenue source for the Corporation. Over the last number of years, real estate has replaced industrial business as the largest revenue generator, and it continues to be an important component of the overall business model. Real estate is complementary to the industrial business as it is critical to ensure that the appropriate assets are in place, including land and buildings, to attract and build the industrial business. The Corporation is committed to seeking sustainable industrial developments with the objective of stimulating the local economy and generating spin-offs and innovative ideas.

During the spring of 2019, CBPC worked diligently to submit a comprehensive project proposal to Transport Canada under the National Trade Corridors Fund to partially fund a project that aims to generate a new overseas trade flow in Newfoundland. In August 2019, Member of Parliament for Long Range Mountains, Gudie Hutchings on behalf of Transport Canada announced a \$5,500,000 investment along with each of the project partners. The Honourable Dwight Ball, Premier of Newfoundland and Labrador announced a contribution of \$850,000 on behalf of the Government of Newfoundland and Labrador. CBPC will contribute \$2,325,000, Logistec Stevedoring Inc. will add \$1,700,000, and Corner Brook Pulp & Paper Ltd. will fund \$625,000.



CEO Jackie Chow, MP Gudie Hutchings along with other project partners following the investment announcement

This significant investment will be used to enhance the loading and unloading capacity at the port facility and allow the port of Corner Brook to access major shipping routes. During 2019, the port signed contracts to purchase container handling equipment consisting of a mobile crane and two reach stackers. This equipment along with existing infrastructure including the fixed pedestal crane will increase workflow efficiencies by allowing the port to load international container ships within the limited time constraints of the vessel call. The equipment will be delivered in spring 2020 and the container operation is expected to begin its service shortly thereafter. Later in 2020 the port will start the process to construct a warehouse on the dock to create indoor cargo storage space.

With this infrastructure enhancement the port will be working with its stevedoring partner Logistec Stevedoring Inc. to attract an international carrier to provide regular cargo service to the port, which will lead to economic growth for western Newfoundland. MSC Mediterranean Shipping Company was identified as the potential shipping carrier for this service and throughout 2019 all project partners have been working closely with MSC to ensure success for all.

One challenge faced in 2019 was to secure a reliable tugboat for the area. Due to the size and limited maneuverability of the vessels a tugboat is required to assist in safe berthing and departure. CBPC explored many options in the area and recommended the services of the Dalton Warrior owned by PD Industries. We are hopeful PD Industries and MSC will come to mutual agreement and the 4,800 horse power tugboat will service the region in 2020.

There is export potential in multiple sectors, both in the short-term and in the years to come. Some of the more imminent opportunities are in fisheries, forestry, and other natural resources. An international shipping service also provides growth opportunities for businesses looking to import raw materials and goods from international destinations. In the long-term, the stability of a regular shipping service may generate the conditions for more export development in this and neighbouring regions.

During 2019, CBPC finalized several key asset maintenance projects in preparation for the international container service. We are committed to ensuring that the port assets are well maintained for both current and future users and to ensure our port is well prepared for new business. Pile jacketing was completed resulting in the final 252 piles repaired over a three-year period. Repairs to the wheel guard and ladders were also completed and work to repair fendering is underway and is expected to be completed in 2020. CBPC is planning additional rock removal for 2020 to ensure we maintain a dockside water depth of 10 metres which allows for a variety of vessel usage.

CBPC is exploring numerous opportunities related to the region's natural resources. With projected growth and diversification in the forestry and fishery sectors, the Corporation is optimistic that demand for shipping services may be generated. Establishing a regular shipping service at the port would be a major step forward for the industrial line of business and would provide an anchor tenant from which to build further business at the port.



REAL ESTATE

The Corporation's second line of business, real estate, has helped to diversify revenue and sustain the organization. In recent years, real estate has surpassed the industrial business as the largest revenue stream, which has provided stability for the organization. In the original divestiture agreement, the dock, transit shed, six acres of property and several water lot leases were transferred to CBPC. Additional assets, including both land and buildings, were acquired during the post-divestiture period. Current real estate holdings are comprised of the dock, six rental buildings, three ancillary buildings and 22 acres of waterfront land.

The Corporation's approach to developing the real estate line of business has been to develop and maintain waterfront assets which are complementary to port infrastructure, can generate income and attract business to the port. The Corporation has diverse tenants currently leasing land, office suites and industrial space, but the focus remains on attracting industrial tenants. It is the Corporation's position that an industrial development at the port can create much needed economic activity for the city and region, creating spin-off opportunities and attracting future business.

Following the Transport Canada's approved investment announcement, the CBPC maintained a strong partnership with Logistec Stevedoring Inc. As a funding partner investing \$1.7 million toward new container handling equipment, Logistec also purchased additional equipment including a reach stacker and three shunter trucks, all to be positioned at the Port of Corner Brook. As the Port's newest tenant, Logistec will lease the second-floor office space in the transit building, the maintenance garage and the yard, and provide stevedoring services to the Port. It has been several years since this space at the dock has been leased and we are optimistic this relationship will be long-term and beneficial to both parties.





Main building located on 85 Riverside Drive

85 Riverside Drive, which includes a large piece of land, a 100,000 ft² building and a 12,000 ft² warehouse, is ideally suited for industrial development. The property is located on the waterfront, less than 1 km from CBPC's dock with potential to create additional land for storage or laydown space if required. Following a federal and provincial funding contribution of \$4.2 million, various renovations of the main building were completed improving the structural integrity of the building. The Corporation has been seeking a long-term industrial tenant for the facility. A prospective tenant has been identified and CBPC is working closely to determine if the building will meet the needs and requirement of the prospective tenant business.

Many parts of the facility have been leased to various tenants for storage over the last several years and CBPC will continue to find short-term tenants until a suitable long-term industrial tenant is secured. In general, the majority of the CBPC rental spaces are leased to tenants, except for one office suite and a couple of individual office spaces in the Pollett Building.

The Corporation anticipates that real estate will continue to be an important revenue stream that is critical to long-term sustainability. Future expansion or acquisition will be considered on an ongoing basis and evaluated based on the fit with CBPC strategic plan, financial commitment required and long-term viability.

Currently, the CBPC plans to construct a warehouse at the waterfront for storage and handling of paper, fish and other products being shipped from the Port. The warehouse will present a future leasing opportunity for the Port. Logistec will have the opportunity to perform all stevedoring services required for products being handled at the warehouse. The terms and conditions of these services will be identified throughout 2020 and during construction, which is expected to begin in 2021.

CRUISE TOURISM

Cruise tourism is the CBPC's third line of business and is aligned with the Corporation's economic development mandate. Cruise visitation positively impacts the economy on a local and regional level. When a cruise ship calls on the Port of Corner Brook, passengers and crew participate in activities in Corner Brook, throughout the Bay of Islands and in Gros Morne National Park. Some ships visit during the spring and summer months however, most of the ships visit in September and October, as they enjoy the fall foliage in the Canada New England region. Local attractions, transportation providers, tour operators, retailers and restaurants benefit from cruise tourism as a complement to their existing tourism business and, in some cases, an extension to the peak summer season.

The 2019 cruise season included visits from several large ships including TUI Cruises Mein Schiff 1 and two calls from Cunard's Queen Mary 2. The largest ship of the season was the 171,600gt MSC Meraviglia which made its inaugural visit to Corner Brook and is the fifth-largest ship in the world. The MSC Meraviglia is scheduled to return to Corner Brook in 2020. Several other maiden calls were made in 2019 including the Mein Schiff 1 and the Zuiderdam. Maiden calls are an important indicator at the port as they not only represent Port of Corner Brook's growth in the industry, but it highlights the increasing demand for Canada–New England cruises and Western Newfoundland as a tourism destination.

The cruise industry is considered a key economic driver for the region. The 2019 season saw a total of 18 calls to the port up from 15 calls in 2018. Corner Brook Port accommodated 24,396 cruise passengers and 11,206 crew members, representing a total increase of 37.5% from the 2018 cruise season. Demand for the port continues to grow with 20 cruise ships booked for the 2020 cruise season.

The cruise tourism line of business continues to grow with increased reservation signifying a higher demand for the region. Customer satisfaction ratings in Atlantic Canada are generally high as it is viewed as a safe and stable destination within the industry. When a cruise ship calls on Corner Brook, it is typically following a Canada New England (CNE) itinerary. Most CNE itineraries are 7-8 days in length, departing from Montreal or Quebec City and travelling to Boston or New York, or vice versa. Due to location, a call to Corner Brook requires a duration of 10 days on a CNE itinerary, which are less common because of the appeal and marketability of week-long cruises. Transatlantic crossings from Germany or the UK to North America are also common at the port. Transatlantic itineraries are typically longer in length, which allows for more flexibility and diversity of ports.





37.5% INCREASE FROM 2018 TO 2019

2018	→	15 Calls
2019		18 Calls
2020		20 Bookings



"In 2019, the Port of Corner Brook welcomed 24,396 passengers and 11,206 crew members resulting in our best year to date. Currently, the number of bookings for 2020 exceeds 2019 which exemplifies the significant economic impact this line of business has on the region"

- Jennifer Hartley, Business Development Manager

The Corner Brook Cruise Network, established in 2015, continues to be actively engaged in supporting and developing the cruise industry for the benefit of the community. More than a dozen businesses and organizations involved in welcoming cruise ships to Corner Brook participate on a regular basis. The Ambassador Program and Civic Square activities, organized by the new tourism coordinator with the City of Corner Brook, continues to have a positive impact on the passenger experience in the City. CBPC is committed to developing the tourism product in the Corner Brook area and participated on the steering committee for the Strategic Tourism for Areas and Regions (STAR) program led by the City of Corner Brook which concluded in 2019. The Corporation is hopeful that the STAR report will assist in enhancing and developing more tourism product in the Corner Brook area.

The City of Corner Brook and CBPC work strategically to align tourism plans. One of the highlights of 2019 was the proposed street train initiative that was accepted and leased through a partnership between the Port and the City of Corner Brook. The goal of this project is to encourage passengers, tourists and community members to spend more time in the downtown area. The Mill Whistler Train was operated by CBPC throughout the summer and on weekends and cruise ship days in the fall. The initiative was a huge success with more than 20,000 users in July and August. The City of Corner Brook subsequently purchased the train and will operate it in future years.

The Corporation remains actively involved with two cruise marketing organizations, Atlantic Canada Cruise Association (ACCA) and Cruise Newfoundland and Labrador (Cruise NL). The Business Development Manager is highly active on both boards, currently serving as a Cruise NL director and secretary of ACCA. Involvement in these organizations assists CBPC in maximizing marketing spending to attend key industry conferences and trade shows, participate in sales calls, travel agent events and joint marketing agreements with the cruise lines.

BUSINESS DEVELOPMENT

WHILE STRIVING TO GROW ALL THREE LINES OF BUSINESS, THE CORPORATION ENGAGES IN VARIOUS BUSINESS DEVELOPMENT ACTIVITIES EACH YEAR.



Business development is an ongoing process involving research, business prospecting, sales and marketing, and community engagement. The Corporation has identified several key strategic advantages the Port of Corner Brook has to offer which are marketed across multiple sectors. These include but are not limited to, deep water dockside and throughout the bay, a sheltered harbour, and year-round accessibility.

A new Facebook and LinkedIn page was launched in 2019 with three primary goals in mind:

- share immediate notices and announcements as required,
- share current happenings and positive stories with the region, and
- connect with various communities by increasing our digital following.

This year our team developed a tourism project to be executed in 2020. The project aims to enhance the appearance and atmosphere in the dockside area. Through ACOA funding, CBPC will install new selfie backdrops, and commission a large mural to be installed on the transit shed. Other areas of the project include new directional signage, marketing materials and marketplace, all of which will help the dockside and passenger experience to become more vibrant and visually appealing.

Currently, the port uses a large tent to provide a small covered market area for local vendors to sell souvenirs and locally handmade items at the dockside, however the tent has safety issues in high wind conditions. Our goal is to move our vendors from the current tent to more reliable buildings. Six buildings, designed as traditional Newfoundland sheds, will be constructed in-house and be equipped with electrical so that vendors have an effective and reliable location for their business.

The Corporation is actively involved with industry associations which help CBPC to maximize its limited marketing budget and enhance its presence in the marketplace. In coordination with ACCA and Cruise NL, CBPC participates in cruise sales events and conferences such as Seatrade Global and the Canada New England Cruise Symposium. The Corporation also organizes sales calls with the major cruise lines located in Florida on an annual basis. CBPC is also a member of the Independent Marine Ports Association of Atlantic Canada (IMPAC). The association is comprised of 13 independent ports in Atlantic Canada, all of which have been divested from Transport Canada. This organization provides excellent networking and opportunities to partner on numerous initiatives, such as economic impact studies.

The Corporation is committed to developing and growing business at the port, with a view to expanding economic activity in the region. Attracting a regular shipping service remains a priority for the Corporation as it will create stability for the port and instill confidence in the region. MSC as the port's secured global shipping provider, will help create opportunities for export development within the regional business community. The international shipping service is due to start in 2020 and will bring with it several business opportunities CBPC will explore. It will be essential to build upon these opportunities and reach out to different and new industries in the region to build awareness on this new service. While 2019 has been a cornerstone year for the Port of Corner Brook in the development and planning of this service, 2020 will be just as significant in ensuring the success of these new partnership. CBPC will continue to work closely with key partners to pursue business opportunities which are well suited to port capabilities and infrastructure.



"We take a collaborative approach to all three lines of business, which involves a high degree of engagement from numerous organizational stakeholders. As a result, we ensure the process includes community-wide considerations that maximizes our progress towards sustainability."

- Jackie Chow, CEO

GOVERNANCE

AS A COMMUNITY-BASED ORGANIZATION, THE CORPORATION ENDEAVOURS TO ENSURE THAT THE BOARD IS COMPRISED OF MEMBERS WITH DIVERSE PROFESSIONAL SKILLS AND EXPERIENCES.

The Board of Directors of the Corner Brook Port Corporation has seven members nominated by various entities as outlined in the Corporation's Operating By-Law. Once appointed, each board member serves a fixed term of four years. Two directors are nominated by the City of Corner Brook and the Greater Corner Brook Board of Trade and the Government of Newfoundland and Labrador each nominate one director. The Corporation nominates the remaining three directors.

As a community-based organization, the Corporation endeavours to ensure that the board is comprised of members with diverse professional skills and experiences. This ensures that the directors make strategic decisions which are in the best interest of the community and with the goal of long-term sustainability at the forefront. Current board members have wide ranging expertise, including accounting, economics, education, engineering, law, municipal government and business.

In accordance with the Operating By-Law, the Corporation presents the remuneration for each Director and the Senior Officer of the Corporation in the Annual Report each year. The Chair of the Corporation receives a salary of \$12,000 per year and directors receive a per diem for each meeting attended.



EARNINGS

Board of Directors

POSITION	NAME	PER DIEM	APPOINTMENT
Chairperson	Verbon Hewlin	\$14,400*	CBPC Appointee
Vice-Chairperson	Dennis Bruce	\$2,700*	CBPC Appointee
Secretary Treasurer	Stephen House	\$2,700*	CBPC Appointee
Director	Serge Cormier	\$2,100*	GCBBT Appointee
Director	Brian Dicks	\$2,100*	Gov. NL Appointee
Director	Deanne Penney	\$3,000*	City of Corner Brook Appointee
Director	Jim Parsons	\$2,400*	Mayor, City of Corner Brook Appointee

*EARNINGS FOR THE YEAR ENDED DECEMBER 31, 2019

Senior Management

POSITION	NAME	SALARY
CEO	Jacqueline Chow, CPA CA	\$120,000



"Our diverse board and expert management and staff are enthusiastic about broadening the port's horizons through penetrating the global trade environment and developing new connections with existing and emerging markets."

- Verbon Hewlin, Chairperson

OUR POSITION

THE CORPORATION REMAINS COMMITTED TO MEETING THE OBJECTIVE OF CREATING A POSITIVE IMPACT ON THE ECONOMIC WELL-BEING OF THE REGION, AND THIS IS BEST ACHIEVED THROUGH LONG TERM VIABILITY.

INVESTMENTS

On November 19, 2004, the Corporation received \$15,036,000 from Transport Canada under the divestiture agreement. Under the terms of this agreement these funds can only be used on eligible expenditures, primarily operation and maintenance of the transferred assets. These funds are in the form of a repayable contribution which must be spent within 15 years of the transfer of the Port. At the end of this period, any unexpended funds will be repayable to Transport Canada. At December 31, 2019, the full amount of the contribution had been expended and the balance of the repayable contribution was \$0.

On January 1, 2019, investments and cash deposits totalled \$6,570,731 with an additional \$2,254 outstanding in accrued interest. Throughout the year, funds were invested primarily in short term securities, guaranteed investment certificates, fixed income bond funds, Canadian, US and International equity mutual funds. Effective January 1, 2010, the Corporation adopted the requirements of the Canadian Institute of Chartered Accountants (CICA) Handbook – Accounting, electing to adopt the new accounting framework – Canadian Accounting Standards for Not for Profit Organizations. Under this accounting framework, investments are accounted for at market value and unrealized gains and losses are recorded as investment income. All other income on investments is recorded as earned.

Total realized investment income for the year from interest income and trading gains and losses, net of portfolio management fees was \$317,955 for an overall average realized return of 4.6% for the year. On December 31, 2019, the investment portfolio of the Corporation included \$647,559 in unrealized holding gains on available for sale investments. For comparison purposes the Bank of Canada average prime rate for 2019 was 2% from January through December.

Total investments on December 31, 2019 were \$7,136,262. The total investment account was unrestricted as the corporation no longer carries a repayable contribution to Transport Canada. To finance capital projects the Corporation maintains an operating line of credit with the Bank of Montreal bearing interest at prime. On December 31, 2019, the balance outstanding on the operating line of credit was \$1,232,000 to provide bridge financing on the acquisition of container handling equipment under the National Trade Corridors Fund project. In addition, on December 31, 2019, the Corporation had one long term prime rate loan with the Bank of Montreal repayable in monthly principle payments plus interest. The outstanding balance of \$54,333 was fully repaid in February 2020. Throughout the course of 2019, the Corporation withdrew \$300,000 from investments, repaid \$326,000 on long term debt, and invested \$1,297,379 in fixed assets.

FINANCIAL POSITION

The financial statements of the Corner Brook Port Corporation for the year ended December 31, 2019, were audited by Mr. Todd White, CPA Professional Corporation, in accordance with Canadian generally accepted auditing standards. The Auditor's Report states that in his opinion, the financial statements present fairly, in all material respects, the financial position of the Corporation as at December 31, 2019, and its results of operations and its cash flow for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

The Statement of Financial Position indicates that on December 31, 2019, the Corporation had investments of \$7,136,262 and cash, trade accounts receivable, prepaid expenses of \$718,821, capital contributions receivable of \$947,029 and Capital Assets of \$16,500,850. Current liabilities of \$1,829,602 included short term financing of 1,232,000 and accounts payable, deferred revenue and deferred government assistance of \$543,269 and the current portion of long-term debt of \$54,333. The balance of long-term debt and the repayable contribution to Transport Canada were both \$0 at year end as the corporation had fully drawn down the balance of the \$15,036,000 which was received from Transport Canada under the Divestiture Program. The Unamortized Capital Contribution of \$6,288,764 represents the unamortized portion of the value assigned to the wharf and building transferred upon divestiture and additional capital contributions received from funding partners and government agencies toward the acquisition of capital equipment. These capital contributions are amortized on the same basis that the related assets are depreciated. Capital contributions in 2019 were provided by the National Trade Corridors Fund, the provincial department of Tourism, Culture, Industry and Innovation and Logistec Stevedoring Inc. toward the purchase of a mobile harbour crane and two reach stackers. The Net Assets on the Statement of Financial Position includes Contributed Surplus of \$1,700,000 which is the value of the land and water lot and \$8,457,793 invested in Capital Assets. The balance of Unrestricted Net Assets is \$7,026,843.

The Statement of Operations for the year ended December 31, 2019, indicates Port Revenue of \$1,662,132 offset by Operating Expenses of \$1,101,405 for Income from Operations of \$560,727. The Corporation also incurred \$149,607 on eligible maintenance projects, \$2,500 on costs related to investigative studies, amortization expense of \$363,008 and \$719 in legal costs related to the reconstruction of the crane pad which has been included as an Eligible Expense under the terms of the Contribution Agreement. The gain on Investments of \$859,484 and the transfer from the contribution account to cover eligible expenses of \$21,558 created a total Net Income for the year of \$925,935. While this income may appear to be very positive, it is important to remember that the funds obtained from divestiture have been fully utilized in 2019. To ensure the future economic sustainability of Corner Brook Port, the Corporation must be able to cover future operating costs from operating revenue, and this will include capital investment for the future.

The Corporation is committed to meeting the objective of creating a positive impact on the economic well-being of the region, and this is best achieved through long term viability. As the Corporation takes on major capital projects in the future, our investment funds will be depleted and neither contribution revenue nor investment income will be available to offset potential operating losses. The Corporation will continue to develop new sources of revenue to generate sufficient operating funds to finance new capital investment and cover ongoing operating and maintenance costs.

2020 OUTLOOK



AS THE CORPORATION LOOKS AHEAD TO 2020, FOCUS ON THE ECONOMIC DEVELOPMENT ASPECT OF THE MANDATE REMAINS AT THE FOREFRONT.

CBPC will no longer be able to access contribution funds for operations and therefore, 2020 will be the first year it will be financially independent. CBPC will continue to strive for growth in the three lines of business, while ensuring that the port assets are managed and maintained for current and future port users.

During the fall of 2018, the Corporation embarked on a new strategic planning process. The process began with a review of the existing Strategic Plan, which was written in 2012. The Board of Directors and staff participated in strategic planning exercises in December 2018 and February 2019. Sharon McLennon, director of the Newfoundland and Labrador Workforce Innovation Centre facilitated these sessions gathering all information and combining the details in a draft strategic plan. With major milestones achieved in 2019 through the National Trade Corridors Fund project, the outlook and strategic objectives will be further updated before the plan is finalized. CBPC plans to release the new strategic plan in the fall of 2020 following the start of the international container service as it will change and mold the future for the port.

The industrial line of business remains a key focus area for the Corporation, with the new international container service due to begin in the spring of 2020. CBPC will be dedicated to finalizing the requirements for this service and are eager to meet major milestones such as the arrival of the new crane and equipment. Despite the sluggish provincial and regional economies, CBPC is optimistic that the port can be a catalyst for economic activity. Sectors such as agriculture, fisheries and forestry have historically been mainstays of the economic fabric of Western Newfoundland. These are of interest to the Corporation as they have been identified as sectors for investment by the provincial government and CBPC feels that there is potential for growth in the years to come.

Following the start of the international shipping service, CBPC will be focused on developing plans to complete phase two of the project. Phase two includes building a warehouse to hold products such as paper and fish prior to it being loaded and shipped to its destination. 2020 will be a planning year for this warehouse as we complete research and identify the needs of our customers, particularly in the area of cold storage. Our goal is to have the warehouse started by the fall of 2020 and ready for use during 2021.

Real estate continues to be a solid source of revenue for the Corporation. While most of the office space in the R.A. Pollett Building is currently leased, work is ongoing to attract and retain tenants to available suites in other buildings. Attracting a long-term industrial tenant for the property at 85 Riverside Drive continues to be a priority. The main building, has more than 100,000 square feet over two floors, including a large section of high bay space and offices on the second floor. It is ideal for an industrial tenant, particularly if waterfront location, proximity to the dock or space over two floors are requirements.

The cruise business has been growing over the last several years, with 18 ships and over 24,000 passengers visiting during the 2019 season. 2020 has a record number of bookings with 20 ships scheduled carrying an estimated 32,000 passengers. Highlights of the season include five inaugural calls and the return of, TUI Cruises (Mein Schiff 1) and MSC Cruises (MSC Meraviglia). The Meraviglia, which can carry over 4,500 passengers, is the largest ship to ever visit Newfoundland and Labrador, and its return to Corner Brook is promising.

The Corporation works closely with community partners to enhance the passenger experience and ensure consistency throughout the season. As the industry continues to grow with more ships on order and the average size of ship visiting Atlantic Canada increasing, Corner Brook will be challenged to keep pace. With a relatively short tourism season in the region, transportation and shoreside capacity are ongoing challenges. Product development will be critical to meeting the evolving needs of the cruise lines. CBPC has been involved with the STAR initiative led by the City of Corner Brook and is hopeful that this program will generate a renewed interest in tourism development, including product development and customer service. CBPC will complete its cruise enhancement project including a large 200-foot mural on the upper water side of the transit shed as well as new branded signage, wi-fi upgrades, new market buildings for vendors, and more. As the lead agency for cruise marketing, the Corporation will maintain partnerships with the Atlantic Canada Cruise Association and Cruise Newfoundland and Labrador. These partnerships are essential to promoting Corner Brook as a destination for Canada New England itineraries and for transatlantic cruises.

Pursuing business development opportunities for the port will be increasingly important as the Corporation enters its first-year post-divestiture operating environment. The relationships we build and maintain in the future are critical in our goal to become a sustainable organization. We are committed to our project partners and look forward to building a strong relationship with Logistec and MSC to ensure the long-term success of the international container service at the Port.



COMMUNITY CONNECTIONS

The Port of Corner Brook's mission is to facilitate prosperity for the region by generating economic activity, employment and spin-off business for Corner Brook and western Newfoundland. The Port's services and programs benefit the region in many ways, and communities experience many impacts and opportunities. Through ongoing outreach, educational engagement, and business and community development, the Port focuses on building relationships and fostering partnerships with a commitment to being a good neighbour and expanding opportunities.

We are a member of the community and we pride ourselves on giving back when possible. We regularly contribute to community fundraisers such as the Corner Brook Rotary Club Annual Dinner and Silent Auction, church fall fairs and auctions, and community charity golf tournaments. This year we also sponsored the Hospitality NL conference.



CEO Jackie Chow and other industry experts sit the Ocean Super Cluster panel at Grenfell Campus, MUN.

2019 DONATIONS

- Janeway Children's Hospital Foundation
- Rotary Club of Corner Brook
- Forget Me Not - Cenotaph Fund Inc.
- Foodbank Network of Bay of Islands
- The Royal Canadian Legion NL Command
- Corner Brook Winter Carnival
- ACAP Humber Arm

The Port of Corner Brook has been a silver sponsor of the opening reception of the Corner Brook Winter Carnival since 2011. This year our stevedoring partner Logistec also became a silver sponsor. The Port also works closely with the City of Corner Brook, supporting a variety of projects and special events including annual festivals, tall ship visits, cruise ambassador programme and more. Most noteworthy was our recent partnership with the City on the Mill Whistler project. A project that aimed to increase the number of tourists and local community members in the downtown area.



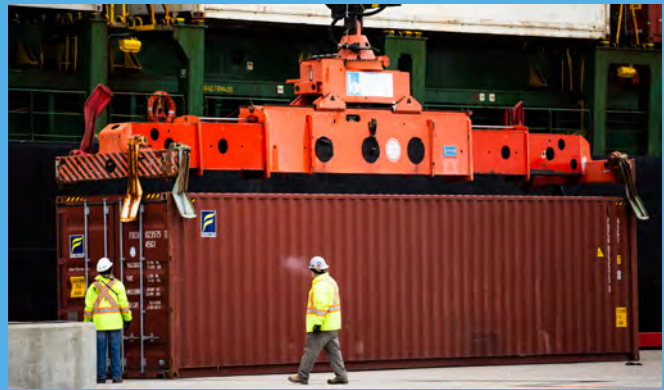
The Mill Whistler Road Train carrying passengers down West Street during the Colours of Fall Festival.

The Port has been a community partner with ACAP Humber Arm, a not-for-profit organization addressing aquatic issues in western Newfoundland. Since 2014, the Port has provided ACAP Humber Arm with monetary contributions toward several key projects, including eel-grass restoration, invasive species monitoring, etc. We also provide office space for their team at a reduced rate. The Port is a sustainable organization that places great importance on the environment therefore, building connections with organizations like ACAP Humber Arm is an important part of our role in the community.



"ACAP Humber Arm's long standing partnership with the Corner Brook Port Corporation has yielded many positive outcomes. Through support and sponsorship the Corner Brook Port Corporation has enable research related to marine environmental quality and contributed directly to restoration of crucial aquatic habitat."

-Sheldon Peddle, Executive Director, ACAP Humber Arm





CORNER BROOK PORT CORPORATION

FINANCIAL STATEMENTS

DECEMBER 31, 2019

CORNER BROOK PORT CORPORATION

DECEMBER 31, 2019

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CORNER BROOK PORT CORPORATION

INDEPENDENT AUDITOR'S REPORT

To the Directors of Corner Brook Port Corporation

Opinion

We have audited the accompanying financial statements of the Corner Brook Port Corporation, which comprise the balance sheet as at December 31, 2019, the statements of operations and surplus and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Corner Brook Port Corporation as at December 31, 2019 and its results of operations and its cash flow for the year then ended in accordance with Canadian accounting standards for not-for-profit organizations.

Basis for opinion

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's responsibilities for the audit section of our report. We are independent of the Corner Brook Port Corporation in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other information

Management is responsible for the other information. The other information comprises the 2019 annual report, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of management and those charged with governance

Management is responsible for the preparation and fair presentation of the financial statements in accordance with Canadian accounting standards for not-for-profit organizations, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Corner Brook Port Corporation's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Corner Brook Port Corporation or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Corner Brook Port Corporation's financial reporting process.

Todd White CPA Professional Corporation

1.

CORNER BROOK PORT CORPORATION

INDEPENDENT AUDITOR'S REPORT (cont'd)

Auditor's responsibilities for the audit

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corner Brook Port Corporation's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Corner Brook Port Corporation's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in the auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the Corner Brook Port Corporation to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Corner Brook, NL
May 29, 2020

CHARTERED PROFESSIONAL ACCOUNTANTS

Todd White CPA Professional Corporation

2.

CORNER BROOK PORT CORPORATION

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2019

	2019	2018
ASSETS		
CURRENT		
Cash and deposits	\$ 271,700	\$ 65,537
Accounts receivable	347,129	220,876
Capital contributions receivable - government	614,954	-
Capital contributions receivable - private sector	332,075	-
Prepaid expenses	99,992	121,472
	1,665,850	407,885
INVESTMENTS (at market value)	7,136,262	6,570,731
CAPITAL ASSETS (Note 5)	16,500,890	15,785,187
	\$ 25,303,002	\$ 22,763,803

CORNER BROOK PORT CORPORATION

STATEMENT OF FINANCIAL POSITION

AS AT DECEMBER 31, 2019

	2019	2018
LIABILITIES		
CURRENT		
Accounts payable and accrued liabilities	\$ 231,444	\$ 205,482
Government remittances	11,417	12,937
Short term financing (Note 6)	1,232,000	-
Deferred revenue (Note 7)	31,915	55,896
Deferred government assistance (Note 8)	268,493	363,196
Current portion long term debt (Note 9)	54,333	326,000
	1,829,602	963,511
LONG TERM DEBT (Note 9)	-	54,333
REPAYABLE CONTRIBUTION (Note 10)	-	21,558
UNAMORTIZED CAPITAL CONTRIBUTIONS (note 11)	6,288,764	5,465,700
	8,118,366	6,505,102
NET ASSETS		
CONTRIBUTED SURPLUS	1,700,000	1,700,000
INVESTED IN CAPITAL ASSETS (Note 12)	8,457,793	8,239,154
UNRESTRICTED NET ASSETS	7,026,843	6,319,547
	17,184,636	16,258,701
	\$ 25,303,002	\$ 22,763,803

APPROVED ON BEHALF OF THE BOARD:

Director

CEO

Todd White CPA Professional Corporation

4.

CORNER BROOK PORT CORPORATION

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2019

	2019	2018
PORT REVENUE		
Operating	\$ 740,997	\$ 499,497
Leasing	921,135	992,646
TOTAL PORT REVENUE	1,662,132	1,492,143
OPERATING EXPENSES (Page 8)	1,101,405	1,056,934
INCOME BEFORE OTHER ITEMS	560,727	435,209
MAINTENANCE PROJECTS - eligible	149,607	781,140
INVESTIGATIVE STUDIES - ineligible	2,500	80,705
CRANE PAD (Note 13)	719	21,942
AMORTIZATION EXPENSE	363,008	377,035
INCOME (LOSS) BEFORE INVESTMENT INCOME	44,893	(825,613)
INVESTMENT INCOME (Note 14)	859,484	(35,170)
INCOME (LOSS) BEFORE CONTRIBUTION REVENUE	904,377	(860,783)
CONTRIBUTION REVENUE (Note 10)	21,558	1,633,435
NET INCOME	\$ 925,935	\$ 772,652

Todd White CPA Professional Corporation

5.

CORNER BROOK PORT CORPORATION

STATEMENT OF NET ASSETS

FOR THE YEAR ENDED DECEMBER 31, 2019

	Invested Capital Assets	Unrestricted Net Assets	Total 2019	Total 2018
Balance, beginning of year	8,239,154	6,319,547	14,558,701	13,786,049
Acquisition of capital assets	1,297,379	(1,297,379)	-	-
Capital contribution	(1,041,732)	1,041,732	-	-
Repayment of long term debt	326,000	(326,000)	-	-
Amortization of capital assets	(363,008)	363,008	-	-
Revenue in excess of expenses	-	925,935	925,935	772,652
Balance, end of year	8,457,793	7,026,843	15,484,636	14,558,701

CORNER BROOK PORT CORPORATION

STATEMENT OF CASH FLOW

FOR THE YEAR ENDED DECEMBER 31, 2019

	2019	2018
OPERATING ACTIVITIES		
Cash from operations:		
Net income	\$ 925,935	\$ 772,652
Amortization	363,008	377,035
Contribution revenue	(21,558)	(1,633,435)
Unrealised holding (gain) loss	(541,528)	341,860
	725,857	(141,888)
Net changes in non cash operating items:		
Accounts receivable	(1,073,282)	(84,972)
Short term financing	1,232,000	-
Prepaid expenses	21,480	(6,825)
Accounts payable and accrued liabilities	25,963	48,771
Government remittances	(1,520)	(1,228)
Deferred revenue	(23,982)	(5,432)
	906,516	(191,574)
FINANCING ACTIVITIES		
Repayment of long term debt	(326,000)	(416,000)
Unamortized capital contributions	947,029	-
	621,029	(416,000)
INVESTING ACTIVITIES		
Acquisition of capital assets	(1,297,379)	(4,931)
Long term investments	(24,003)	590,272
	(1,321,382)	585,341
INCREASE IN CASH	206,163	(22,233)
CASH (BANK INDEBTEDNESS), beginning of year	65,537	87,770
CASH, end of year	\$ 271,700	\$ 65,537

Todd White CPA Professional Corporation

7.

CORNER BROOK PORT CORPORATION

SCHEDULE OF OPERATING EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2019

	Ineligible	Eligible	2019	2018
OPERATING EXPENSES				
Salaries and benefits	\$ -	\$ 436,833	\$ 436,833	\$ 418,487
Municipal taxes	34,644	94,609	129,253	131,681
Utilities	87,275	30,694	117,969	106,176
Maintenance	57,480	38,644	96,124	118,759
Insurance	30,526	46,169	76,695	65,015
Travel	2,100	36,260	38,360	27,294
Equipment rental	-	31,354	31,354	23,188
Directors' fees	-	29,797	29,797	26,494
Safety and security	-	28,728	28,728	29,801
Professional fees	-	21,755	21,755	9,381
Consulting fees	-	19,899	19,899	7,300
Memberships	-	17,898	17,898	17,898
Advertising and promotion	2,652	13,135	15,787	15,343
Telephone	-	15,624	15,624	18,709
Interest on long term debt	9,040	-	9,040	21,505
Office supplies	-	8,743	8,743	6,468
Vehicle	-	5,376	5,376	6,280
Interest and bank charges	1,980	190	2,170	1,405
Bad debts	-	-	-	5,750
	\$ 225,697	\$ 875,708	\$ 1,101,405	\$ 1,056,934

Todd White CPA Professional Corporation

8.

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

1. PURPOSE OF THE CORPORATION

Corner Brook Port Corporation is a community based and community controlled not for profit organization with a mandate to operate the port of Corner Brook and to increase economic activity in the western region through the provision of an efficient ocean transportation system. Corner Brook Port Corporation is incorporated under the Newfoundland Companies Act as a not-for-profit organization and as such is exempt from income tax by virtue of Paragraph 149(1)(l) of the Income Tax Act.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These financial statements have been prepared in accordance with Canadian generally accepted accounting principles for not for profit organizations and include the following significant accounting policies:

(a) Cash

Cash consists of cash on hand, balances with banks and/or bank overdraft.

(b) Operating account

Under the terms of the port divestiture and port contribution agreements with the Government of Canada the Corner Brook Port Corporation assumed ownership and operating responsibility for the Port of Corner Brook and received a one time provisionally repayable contribution of \$15,036,000.

This amount has been recorded in the accounts as a long term liability. The liability is discharged as the Corporation incurs eligible expenses in the normal daily operations of the port. As these expenses are incurred, contribution revenue is recognized. The eligible expenses are described in the divestiture agreement. These include most ordinary operating expenses, but do not include any expenditures that would be considered to be capital.

The Corporation segregates its operating expenses between eligible and ineligible based upon the terms of the agreement.

The liability was fully discharged in 2019 and the contribution revenue was fully recognized.

(c) Long-Term Investments

Long term investments consists of cash, guaranteed investment certificates, treasury bills, bonds and mutual funds. Income earned on the investments is revenue of the Corporation and its use is not covered by the port divestiture and port contribution agreements.

The corporation is accounting for its investments at market value. Unrealised gains and losses are recorded as investment income.

Other income on investments is recorded as earned.

Use of the funds is restricted in that, under the port divestiture agreement, the corporation is required to retain sufficient funds to enable it to discharge its obligation described in note 10. This restriction is removed as of the current fiscal year.

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

(d) Use of Estimates

In preparing financial statements in accordance with Canadian generally accepted accounting principles, estimates were made for the amortization expense that affect the reported amounts of assets at the date of the financial statements and the amounts of expenses reported during the period. Actual results may differ from these estimates.

(e) Revenue recognition

Revenue is recognized as services are performed, price is determinable and collection is reasonably assured.

(f) Capital Assets

Capital assets are recorded at cost. The assets are amortized over their estimated useful economic lives as follows:

Wharf	- 4% diminishing balance
Buildings	- 4% diminishing balance
Road improvements	- 8% diminishing balance
Furniture and equipment	- 20% diminishing balance
Infrastructure	- 6% diminishing balance
Security improvements	- 20% declining balance

Assistance towards the acquisition of capital assets is deferred and amortized to income on the same basis that the related assets are being depreciated.

(g) Divestiture

Under the terms of the divestiture agreement, the assets of the port were transferred to the Corporation for a nominal sum. Independent appraisals determined that the fair market value of the depreciable assets transferred was \$4,100,000. The value of the land and waterlot was \$1,700,000.

The fair market value of the depreciable assets has been recorded as a long term credit and is amortized to income on the same basis as the related assets. The amortization of the capital contribution is netted against amortization expense.

The fair market value of the non-depreciable capital assets is recorded as contributed surplus.

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

3. NATIONAL TRADE CORRIDORS PROJECT

In 2019 the port corporation signed an agreement with the Government of Canada to develop infrastructure for the Port of Corner Brook. The total anticipated cost is \$11,000,000. The Government of Canada has committed to cover 50% of the cost. The port has partnered with the private sector and the Province of Newfoundland and Labrador for the balance of the funds required. The port's expected contribution is \$2,325,000. Construction is expected to be complete by the end of fiscal 2023.

As of December 31, 2019 \$1,237,734 has been expended on the project.

4. CONTINGENT LIABILITY

The port corporation has signed a lease with one of the private sector contributors to the National Trade Corridors project. The lease is for a period of 5 years, with two further 5 year renewal terms.

Under the terms of the lease, if the tenant chooses not to renew, or if the lease is terminated for other reasons, the port corporation is obligated to pay the tenant an amount equal to approximately 26% of the fair value of equipment purchased under the project. The anticipated cost of the equipment is \$ 7,000,000.

5. CAPITAL ASSETS

	Cost	Accumulated Amortization	Net 2019	Net 2018
Wharf	\$ 3,500,000	\$ 1,611,223	\$ 1,888,777	\$ 1,967,477
Land and waterlot	1,805,653	-	1,805,653	1,805,653
Buildings	12,180,801	2,886,959	9,293,842	9,757,464
Fixed pedestal crane	2,504,504	659,600	1,844,904	1,921,775
Road improvements	542,155	324,926	217,229	236,118
Furniture and equipment	212,014	98,274	113,740	31,503
Infrastructure	111,266	37,015	74,251	34,584
Security improvements	27,694	23,200	4,494	5,617
Vehicle	41,537	32,461	9,076	12,965
Floating dock	15,873	4,323	11,550	12,031
Assets under construction	1,237,374	-	1,237,374	-
	\$ 22,178,871	\$ 5,677,981	\$ 16,500,890	\$ 15,785,187

Todd White CPA Professional Corporation

11.

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

6. SHORT TERM FINANCING

As interim financing for the port's contribution to the National Trade Corridors project, the corporation has arranged a \$4,000,000 credit facility. The facility is secured by a chattel mortgage over mobile equipment obtained as part of the project and has an interest rate of prime percent. Funding received from the Government of Canada towards the project is to be used to pay down the facility.

7. DEFERRED REVENUE

Deferred revenue consists of prepaid rents.

8. DEFERRED GOVERNMENT ASSISTANCE

The corporation has received funding to assist with infrastructure improvements associated with specific projects at the port.

A portion of one project did not proceed. The corporation and the Province of Newfoundland and Labrador have agreed that the unused funds will be applied to the National Trade Corridors project as part of the province's contribution. In fiscal 2019, \$94,703 was applied to the project. It is expected that the balance will be used in 2020.

9. LONG TERM DEBT

	2019	2018
BMO prime % term loan, unsecured, repayable in monthly principal payments of \$27,167 plus interest, matures Feb 2020	\$ 54,333	\$ 380,333
	54,333	380,333
Less: current portion	54,333	326,000
	\$ -	\$ 54,333

Principal payments required in each of the next five years to meet debt retirement provisions are as follows:

2020	\$ 54,333
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CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

10. REPAYABLE CONTRIBUTION

As explained in note 3, the Corporation received a one time contribution of \$15,036,000 to be used in the daily operation of the port. The agreement expired in 2019 and the funds were spent in accordance with the agreement.

ORIGINAL CONTRIBUTION AMOUNT \$ 15,036,000

ELIGIBLE EXPENDITURES

2004	71,270
2005	661,485
2006	906,978
2007	1,464,167
2008	1,210,545
2009	1,764,121
2010	1,124,140
2011	700,904
2012	723,308
2013	791,993
2014	735,700
2015	829,615
2016	1,333,981
2017	1,062,800
2018	1,633,435
2019	21,558

BALANCE \$ -

11. UNAMORTIZED CAPITAL CONTRIBUTIONS

	2019	2018
Unamortized capital contributions, beginning of year	\$ 5,465,700	\$ 5,693,479
Government of Canada contribution	614,954	-
Private sector contribution	332,075	-
Transfer from deferred government assistance	94,703	-
	6,507,432	5,693,479
Amortization	(218,668)	(227,779)
Unamortized capital contributions, end of year	\$ 6,288,764	\$ 5,465,700

Todd White CPA Professional Corporation

13.

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

12. INVESTMENT IN CAPITAL ASSETS

Investment in capital assets is represented by:

	2019	2018
Capital assets	\$ 16,500,890	\$ 15,785,187
Long term debt	(54,333)	(380,333)
Unamortized capital contribution	(6,288,764)	(5,465,700)
Contributed surplus	(1,700,000)	(1,700,000)
	\$ 8,457,793	\$ 8,239,154

13. CRANE PAD

During 2009, safety issues with one of the corporation's major assets, the loading crane, were discovered. With the agreement of Transport Canada, costs to correct these issues are considered to be eligible operating expenses and reduce the repayable contribution described in note 3 and note 9.

Safety issues were rectified in 2010, however the Port continues to incur legal costs with respect to the project.

14. INVESTMENT INCOME

	2019	2018
Interest revenue	\$ 7,972	\$ 29,114
Net gains (losses) and dividend income	317,734	281,148
Unrealised holding gains (losses)	541,529	(341,860)
Investment management fees	(7,751)	(3,572)
	\$ 859,484	\$ (35,170)

CORNER BROOK PORT CORPORATION

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2019

15. FINANCIAL ASSETS AND LIABILITIES

The corporation is exposed to various risks through its financial assets and liabilities. The following analysis provides a measure of the entity's risk exposure and concentrations at the statement of financial position date.

(a) Liquidity risk

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities.

The corporation is exposed to this risk mainly in respect of its day to day operations.

(b) Market risk

Market risk is the risk that the fair value or future cash flows of a financial asset or liability will fluctuate because of changes in market prices. Market risk comprises three types of risk: currency risk, interest rate risk and other price risk.

The corporation is mainly exposed to interest rate risk and other price risk with respect to its long term investments.

The corporation is also exposed to interest rate risk with respect to its long term debt.

(c) Credit risk

Credit risk is the risk that one party to a financial asset or liability will cause a financial loss for the other party by failing to discharge an obligation.

The corporation's main credit risks relate to its accounts receivables.

f @portofcornerbrook

▶ Port Corner Brook

in Corner Brook Port Corporation

www.cornerbrookport.com

61 Riverside Drive, Suite 201
Corner Brook, NL, Canada A2H 6T2





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

Subject Matter: Corner Brook Regional Recreation Centre (17-CCR-21-00005)

Report Information

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

Attachments: Funding Agreement

Prepared By: Darren Charters

Council Meeting Date: June 22nd, 2020

Issue: The City of Corner Brook has received approval from the Department of Municipal Affairs and Environment (May 29th, 2020) to proceed with Corner Brook Regional Recreation Centre under the Investing in Canada Infrastructure Program (ICIP). It is now required that Council enter into a Municipal Affairs and Environment Infrastructure Agreement with the Province of Newfoundland and Labrador in order to receive funding for the project.

Background: A Concept Design Report for a Regional Recreation Centre was completed by DSRA Architects and SNC-Lavalin. The project included the development of a functional program of requirements and a concept building design based on feedback from stakeholder engagement, the existing building, and site conditions analysis.

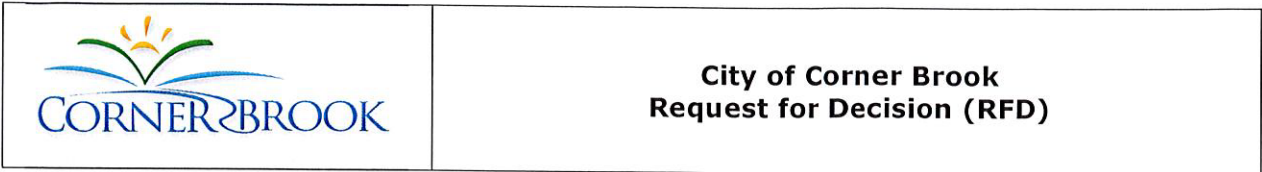
Council, our regional partners, community stakeholders, and the public supported the project in principle, and as a result, this project was submitted for funding under the ICIP in September of 2019. As the ultimate funding recipient, the City is the owner of the facility and will be required to approve all procurement decisions related to the construction and operation of the facility.

Recommendation: The proposed funding breakdown is as follows:

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Ultimate Recipient Contribution (Municipal)
			33.34%	43.33%	23.33%
\$24,700,000	\$3,221,739	\$21,478,261	\$7,160,852	\$9,306,530	\$5,010,878

It is recommended that Council support Option 1 and that the following resolution be considered:

Be it resolved that the Council of the City of Corner Brook accept the cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated May 29th, 2020 to complete the Corner Brook Regional Recreation Centre (17-CCR-21-



00005) for the total project cost of \$24,700,000. The City of Corner Brook agrees to provide \$5,010,878 in funding for this project and authorizes the Mayor and City Clerk to enter into a funding agreement with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook.

Options:

1. That the Council of the City of Corner Brook accept the cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated May29th, 2020 to complete the Corner Brook Regional Recreation Centre (17-CCR-21-00005) for the total project cost of \$24,700,000. The City of Corner Brook agrees to provide \$5,010,878 in funding for this project and authorizes the Mayor and City Clerk to enter into a funding agreement with the Department of Municipal Affairs and Environment on behalf of the City of Corner Brook.

2. That the Council of the City of Corner Brook not accept the cost-shared funding as outlined in the Municipal Affairs and Environment project approval letter dated May29th, 2020 to complete the Corner Brook Regional Recreation Centre (17-CCR-21-00005) for the total project cost of \$24,700,000.

3. That the Council of the City of Corner Brook give other direction to Staff.

Legal Review: NA


Governance Implications:

Budget/Financial Implications: Capital Funding

Environmental Implications: NA

Prepared by: Darren Charters		
Director: Darren Charters		
City Manager: Rodney Cumby		
Date: June 16 th , 2020		

Additional Comments by City Manager:

	<p>City of Corner Brook Request for Decision (RFD)</p>
--	---



May 29, 2020

COR/2020/01292

**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-CCR-21-00005 – Recreational Center at Grenfell

Dear Mayor Parsons:

I am pleased to advise you funding in support of your application AP-MCW-20279 - Recreational Center at Grenfell 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.

The Ultimate Recipient should 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.

As much as we all want to share the good news about this project right now, the priority at this time is on the health and safety of Canadians. Funding for this project will be announced in due course and in close collaboration with the Federal Government, Newfoundland and Labrador and your communications team, as per the communications protocol. 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	Ultimate Recipient Contribution
			33.34%	43.33%	23.33%
\$ 24,700,000	\$ 3,221,739	\$ 21,478,261	\$ 7,160,852	\$ 9,306,530	\$5,010,878

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 guidelines. Particular attention shall be paid to the Department's project delivery timeline policy to ensure that projects are implemented efficiently and effectively.

The Municipal Capital Works guidelines attached, require a signed "MUNICIPAL AFFAIRS AND ENVIRONMENT INFRASTRUCTURE AGREEMENT - Investing in Canada Infrastructure Program" within 60 days of the date of this letter.

The Ultimate Recipient is also required to acknowledge acceptance or rejection of this funding within 14 days by email to melissamadden@gov.nl.ca (Subject line to include the referenced project number).

The Ultimate Recipient should also be aware that prior to the commencement of any work related to the project, an initial project meeting must be arranged with the Regional Office. Please contact Western Regional Engineer, Chris Power, P. Eng., at 709-637-2491 .

The Ultimate Recipient will be required to finance the GST/HST rebate on an interim basis so that final project costs can be paid in a timely manner. All interest related to this interim financing of the GST/HST rebate will be the responsibility of Ultimate Recipient and you must have an approval to borrow for the GST/HST rebate at the time of tendering.

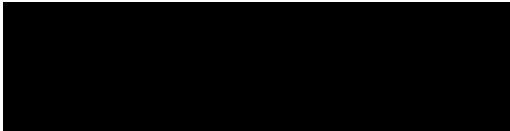
Enclosed please find an Agreement between the Department of Municipal Affairs and Environment and the Ultimate Recipient with respect to this project. Upon reviewing the Agreement, please ensure it is signed by two officials. The Ultimate Recipient must also provide a resolution (e.g. Minute of Council) to enter into this Agreement. The original signed document and resolution /minute is to be returned in PDF format to melissamadden@gov.nl.ca (Subject line to include the referenced project number).

Once signed by the Department, a PDF of the signed copy will be returned to the Ultimate Recipient for their records.



Thank you for your co-operation.

Sincerely,



DERRICK BRAGG, MHA
Minister of Municipal Affairs and Environment
District of Fogo Island-Cape Freels

/jl

Enc.

cc: Ms. Gudie Hutchings, MP
Hon. Gerry Byrne, MHA
Hon. Scott Reid, MHA
Mr. Eddie Joyce, MHA
Ms. H. Scott-Walsh, Regional Manager
Mr .C. Power, P. Eng., Regional Engineer
Ms. C. Johnson, Manager Federal Provincial Programs
Mr. J. O'Leary, Admin Officer II
Ms. M. Madden, Accountant I
Ms. L. Robinson
Ms. T. Mundon

MUNICIPAL AFFAIRS AND ENVIRONMENT INFRASTRUCTURE AGREEMENT

Investing in Canada Infrastructure Program

This Agreement made this _____ day of _____, 20____

BETWEEN

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

OF THE FIRST PART,

AND

CORNER BROOK
(hereinafter referred to as the “Ultimate Recipient”)

OF THE SECOND PART

WHEREAS The Minister and the Ultimate Recipient have agreed to enter into a municipal capital works agreement for the financing of Recreational Center at Grenfell, Project No. 17-CCR-21-00005, hereinafter referred to as the “Project”, and have agreed to cost not in excess of \$24,700,000 which amounts to \$21,478,261 after applicable GST/HST rebate calculations;

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

AND WHEREAS the 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____ (copy of which is attached hereto as Appendix “A” and forms part of this Agreement) 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), the Minister and the Ultimate Recipient hereby agree as follows:

1. OBLIGATIONS OF THE MINISTER:

1. To make payment to the Ultimate Recipient 76.67 % of eligible costs, up to a maximum of \$16,467,382 as these costs are incurred and upon receipt of the required documentation.

2. OBLIGATIONS OF THE ULTIMATE RECIPIENT

1. The Ultimate recipient is responsible:
 - a) To arrange financing of \$5,010,878 for the Ultimate Recipient's share of the Project through a bank or financial institution on the basis of an Approval to Borrow or other financial instrument, as appropriate.
 - b) To ensure that all costs in excess of the authorized funding of \$24,700,000 will be one hundred percentum (100%) responsibility of the Ultimate Recipient for payment. The costs to be covered by this funding, includes but is not limited to capital, GST/HST and engineering.
 - c) 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, a Project.

3. CANCELLED PROJECTS

1. The Ultimate Recipient will promptly inform Newfoundland and Labrador of any cancelled or withdrawn 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.

4. FINANCIAL

3. Funding beyond the current fiscal year is subject to availability of budgetary appropriations in future years.
4. NL 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 9 (Environmental Assessment) and section 10 (Aboriginal Consultation), if applicable, are, in Newfoundland and Labrador's opinion, satisfied to the extent possible at the date the claim is submitted.
5. Ultimate Recipient acknowledges that Newfoundland and Labrador will not be financially responsible for any ineligible expenditures or cost overruns for a Project.

5. AWARDING OF CONTRACTS

6. 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.

6. PROJECT DEADLINES

7. Ultimate Recipient is responsible to have all contracts associated with the project signed and completed and final invoices submitted to the Department, in accordance with the schedule indicated in the approval letter and guidelines.

7. REQUIREMENTS FOR PROJECTS

8. In addition to the requirements for eligible Projects as set out in Schedule A (Program Details), 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) 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.

8. ENVIRONMENTAL ASSESSMENT

9. 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.

9. ABORIGINAL CONSULTATION

- 10.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.

10. AUDIT

- 11.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 Agreement End Date.
- 12.NL reserves the right to Audit at any time during the project and the six (6) years following.

11. ACCESS

13. 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

12. DISPUTE RESOLUTION

14. The Parties will keep each other informed of any issue that could be contentious.

15. 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.

16. 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.

17. 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.

18. The Parties agree that nothing in this section will affect, alter or modify the rights of Newfoundland and Labrador to terminate this Agreement.

13. DEFAULT

13.1. EVENTS OF DEFAULT

19. If 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

13.2. DECLARATION OF DEFAULT

20. NL may declare default if:

- a) The Event of Default occurs;

- b) NL gives notice to the Ultimate Recipient of the event, which in Newfoundland and Labrador's opinion constitutes an Event of Default; AND
- c) 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.

13.3. REMEDIES ON DEFAULT

21. In the event that Newfoundland and Labrador declares default under section 13.2 (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.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION

14.1. LIMITATION OF LIABILITY

22. 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.

14.2. INDEMNIFICATION

23. The Ultimate Recipient will at all times indemnify and save harmless 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.

15. ASSETS

15.1. DISPOSAL OF ASSETS

24. 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 an Asset for the first five (5) years after substantial completion of the project.

25. If at any time within the first five (5) years after substantial completion 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.

- a) Exemptions are:
 - i) When the asset is transferred to Canada, Newfoundland and Labrador, a municipal or regional government; OR
 - ii) With Newfoundland and Labrador's consent

15.2. REVENUE FROM ASSETS

26. 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.

16. CONFLICT OF INTEREST

27. 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.

17. NO AUTHORITY TO REPRESENT

28. 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.

18. LOBBYIST

29. 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 in Right of Canada.

19. SEVERABILITY

30.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.

20. ASSIGNMENT

31.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.

21. AMENDMENTS TO AGREEMENT

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

22. AMENDMENTS TO PROJECTS

33.Subject to the prior written approval of the Department, the works may be amended provided the amendment does not exceed the approved funding set forth in this Agreement.

34.When seeking to make a change to a Project, the Ultimate Recipient will promptly submit updated Project information to Newfoundland and Labrador's satisfaction.

35.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.

23. WAIVER

36.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.

24. NOTICE

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

Assistant Deputy Minister
 Municipal Infrastructure and Support
 Department of Municipal Affairs and Environment
 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.

25. COMPLIANCE WITH LAWS

38. 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.

26. SUCCESSORS AND ASSIGNS

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

27. PROJECT ANNOUNCEMENTS

40. 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.

28. AGREEMENT SIGNATURES

41. This Agreement is executed in duplicate originals and each duplicate shall be deemed an original copy for all purposes.

29. General

42. Time shall be of the essence with respect to all matters in this Agreement.

43. 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 Municipal Affairs and Environment, and by two designated signing officials of the Ultimate Recipient, the day and year first before written.

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

WITNESS

MINISTER OF MUNICIPAL AFFAIRS AND ENVIRONMENT

SIGNED AND SEALED by the Designated signing officials of Corner Brook and the Seal of the of Corner Brook was hereunto affixed in the presence of:

WITNESS

Signing Official #1 Title: _____

WITNESS

Signing Official #2 Title: _____

SCHEDULE A – PROGRAM DETAILS

A.1 General Program Requirements

44. Eligible Expenditures

- a) 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;
 - ii) The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - (1) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - (2) The arrangement is approved in advance and in writing by Newfoundland and Labrador.
 - iii) Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments 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.

45. Ineligible Expenditures

- a) 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;
 - 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; and
 - 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.

A.2 Public Transit

46. Objective

- a) 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.

47. Eligible Project Outcomes

- a) 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 a public transit system

48. Stacking and Cost-Sharing

- a) 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 transportation that connects citizens to their public transit systems;
 - 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.
- b) 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.

49. Federal Requirements

- a) All Projects that meet an outcome in the Public Transit Outcomes Table must meet the following stream-specific requirement:
 - i) The Ultimate Recipient will ensure that public transit and active transportation Projects that connect citizens to a public transit system 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.

A.3 Green Infrastructure

50. Objective

- a) 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.

51. Eligible Project Outcomes

- a) Projects eligible for Green Infrastructure Stream contribution funding under this Agreement must meet at least one of the outcomes in the following table:

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

52. Stacking and Cost-Sharing

- a) 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.
- b) 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.
- c) 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.

53. Federal Requirements

- a) All Projects that meet a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 - i) 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.
 - ii) All Projects that meet an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
 - iii) 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.
 - iv) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
 - v) 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.
 - vi) 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

54. Objective

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

55. Eligible Project Outcomes

- a) 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

56. Stacking and Cost-Sharing

- a) 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 a) and b) in this section.
- b) 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.
- c) 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.

57. Federal Requirements

- a) All Projects that meet an outcome in the Community, Culture and Recreation

Infrastructure Outcomes Table must meet the following requirements:

- i) 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.
- ii) Newfoundland and Labrador will prioritize assets that serve vulnerable populations.
- iii) “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.
- iv) Newfoundland and Labrador must confirm that the primary rationale for undertaking a sport infrastructure Project is not to serve as a home facility for professional or semi-professional sports teams.
- v) 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

58. Objective

- a) 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.

59. Eligible Project Outcomes

- a) 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
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>)

- b) may, 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.

60. Stacking and Cost-Sharing

- a) 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 a) or b) in this section.
- b) 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.
 - c) 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.

61. Federal Requirements

- a) All Projects that meet an outcome in the Rural and Northern Communities Infrastructure Outcomes Table must meet the following requirements:
- b) 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

62. 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.

63. 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.

64. 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

65. 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.

66. Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

B.3 GOVERNANCE

67. 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

68. Canada, Newfoundland and Labrador and the Ultimate Recipient will have Joint Communications about the funding of the Project(s).

69. 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.

70. All Joint Communications material will be approved by Canada and Newfoundland and Labrador prior to release, and will recognize the funding of all Parties.

71. 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.

72. 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).
73. 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.
74. 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.
75. The conduct of all Joint Communications will follow the Table of Precedence for Canada.

B.5 Individual Communications

76. 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.
77. Canada will post a copy of this Agreement on its website, in addition to information on any of the projects funded through it.
78. 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.
79. Canada, Newfoundland and Labrador or the Ultimate Recipient may issue digital communications to communicate progress of the Project(s).
80. 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. Canada will provide and publish guidelines for how this recognition is to appear.
81. 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 along with project name and location.

B.6 Operational Communications

82. 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.

83. 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

84. 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

85. Canada, Newfoundland and Labrador or the Ultimate Recipient may request a sign recognizing their funding contribution to a Project.

86. 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.

87. The joint sign design, content, and installation guidelines will be provided by Canada.

88. The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.

89. 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.

90. 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.

91. Newfoundland and Labrador agrees to inform Canada of sign installations through the Project progress reports referenced in section 14 (Reporting) of this Agreement.
92. 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.
93. 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

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

B.10 Advertising Campaigns

95. 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.



Municipal Infrastructure Agreement Checklist

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

Please ensure that all items noted below are returned:

- Municipal Infrastructure Agreement Checklist (this document)
- Funding agreement (1 original copy)
- Minute of Council/Committee accepting the funding (1 original copy)

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

To be completed by community representative:

 Signature Title Date

To be completed by MAE representative

 Signature Title Date



Sample Council/Committee/ICG Resolution

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

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

Motion # XXXXXX

Moved by **NAME/TITLE** and seconded by **NAME/TITLE**

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

Motion **Adopted / Defeated**

In Favor – **XX**

Opposed – **XX**

Abstained or declared conflict of interest – **XX**

GOVERNMENT OF NEWFOUNDLAND AND LABRADOR
DEPARTMENT OF MUNICIPAL AFFAIRS AND ENVIRONMENT
INFRASTRUCTURE PROJECT GUIDELINES

5th Edition

Effective April 2019

STATEMENT OF INTENT

1. It is essential for the Ultimate Recipient, their consultant and contractors to comply with the following Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained.
2. The Department's infrastructure programs focus on projects in areas of existing development that address problems with existing infrastructure; facilitate scheduled upgrades or replacements; and make efficient use of infrastructure funding.
3. Funding will generally not be available for projects that are directly or indirectly intended to provide services to land for new developments (residential, commercial, industrial or municipal).

ADMINISTRATION

1. The Department's Project number shall be used on all correspondence, documents, status reports, etc., relating to this Project.
2. The primary point of contact is the Regional Office and specifically the Project Representative once identified.

TIMELINES

1. The Project delivery timelines are outlined in these Guideline for each stage of the capital works notification and implementation process. If the Ultimate Recipient expects to exceed any of these timelines, they must immediately submit a request to the Regional Office addressed to the Regional Engineer in writing, indicating the new anticipated dates as well as the cause of delay.
2. This request will be sent to the Director of Infrastructure for consideration. A decision will be communicated to the Ultimate Recipient in writing. The Director may provide an amended timeline based on the following considerations:
 - Scope and complexity of Project
 - Unanticipated environmental considerations
 - Extenuating circumstances that preclude the availability of key resources
3. Projects shall be cancelled if timelines are exceeded without approval by the Director.
4. Timelines

	Milestone	Routine Projects	Complex Projects
1	Acknowledgement from Ultimate Recipient of Offer of funding	2 weeks from notification of Project approval issued by the Minister	2 weeks from notification of Project approval issued by the Minister
2	Funding Agreement signed and returned to MAE Headquarters	60 Days from notification of Project approval issued by the Minister	60 Days from notification of Project approval issued by the Minister
3	All Contracts Awarded	24 Months from notification of Project approval issued by the Minister	36 Months from notification of Project approval issued by the Minister
4	Project Completion and final invoices submitted to MAE	36 Months from notification of Project approval issued by the Minister	48 Months from notification of Project approval issued by the Minister

Routine Projects - normally be completed within one construction season following contract award such as, water and sewer, pumphouse upgrades and road paving/repair projects

Complex Projects - projects that are typically considered multi-year construction or phased projects; such as, major municipal/recreational buildings, water and wastewater treatment plants

PROJECT KICK-OFF

1. The Ultimate Recipient shall not commence work until a Project initiation meeting has been held with the Regional Office of the Department. This meeting should be held within 30 days of signing the funding agreement. It is the responsibility of the Ultimate Recipient to make the arrangement for this meeting. Virtual meeting spaces are acceptable (skype, link, teleconference, etc.).
2. Agenda shall include but not limited to:
 - Funding agreement and guidelines, Department requirements
 - Project Scope
 - Specific Safety concerns
 - Time line
 - Procurement process, Public Procurement Act
 - The Department Guidelines
 - Federal funding terms and conditions (for federally funded projects)
 - Eligible expenses or projects costs
 - Commissioning

Project Closeout and Turnover

Build Better Building Policy and LEED

FINANCIAL

1. Funding is provided based on the Ultimate Recipient's assurance (bank letter, etc.) to this Department of its ability to meet its share of the cost as identified in the Agreement.
2. Approval to Borrow from the Department must be in place prior to start of work.
3. The Ultimate Recipient must meet its share of the Project costs, and the Department will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.
4. If the Ultimate Recipient's financial position has changed since application and approval of the Project, so that it cannot meet its share, then the Regional Office shall be notified immediately in writing, and this Project will be cancelled.
5. In the event that a project is completed below the approved amount, the savings will not be available to the Ultimate Recipient to be used for any work outside the original scope. This does not apply to projects approved under the Multi-year Capital Works program.
6. The Department will NOT incur any interim interest charges during the Project.
7. Project funding has been reduced by the amount of GST/HST rebate. The Ultimate Recipient is required to apply for the appropriate rebates. The GST/HST rebate is to be used by the Ultimate Recipient as part of the project funding. Interim financing of the GST/HST rebate will be the responsibility of the Ultimate Recipient.
8. The Ultimate Recipient may not charge more than a nominal fee sufficient to cover royalties and reasonable equipment rental rates, including operator, if Ultimate Recipient equipment is used. Approval of the rates by the Regional Engineer is required before any costs can be incurred relating to the use of Ultimate Recipient equipment.
9. If requested by the Department, the Ultimate Recipient must submit an itemized list of all cheques issued including cheque number, date, payee and amount, together with a copy of the cancelled cheques.
10. The Ultimate Recipient will be responsible for all overruns or funding commitments that exceed the approved Project funding.

ENGINEERING SERVICES

1. The Regional Engineer's approval is required before the Ultimate Recipient can engage, or change a consulting (engineering, architectural, etc.) firm in relation to the Project.
2. Procurement of consulting and professional services must comply with the *Public Procurement Act*.
3. No consulting or professional services work is to be performed until the Prime Consultant

Agreement (PCA) has been approved by the Regional Office and signed by the Ultimate Recipient and Consultant.

4. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved.
5. Expenses of the Consultant are to be charged within the allowances set by the Government of Newfoundland and Labrador, HST is not an eligible expense for these expenses
 - Mileage -
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/auto_reimbursement.html
 - Meal Rate Policy / Per Diem
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/meal_rates.html
 - Transportation Policy
https://www.exec.gov.nl.ca/exec/hrs/working_with_us/transportation.html
6. Prior to signing the PCA the Consultant must forward a copy to the Regional Engineer for review and comment.
7. Once the PCA is acceptable to the Regional Engineer, the Consultant shall sign and forward 3 copies of the PCA to the Ultimate Recipient. The Ultimate Recipient will then sign all copies and forward one to the Regional Engineer, the Consultant and retain one copy for their own purposes.
8. The Consultant and any other agents of the Ultimate Recipient must liaise with the Regional Office on all aspects of the Project.
9. The prime Consultant and any other agents of the Ultimate Recipient must complete all applicable applications and forms required to obtain all relevant Permits to design and construct. The Regional Engineer requires a copy of these documents at the time of submission of plans and specifications for approval to tender.
10. Prior to tendering, the plans, specifications and a current detailed pre-tender cost estimate must be submitted to the Regional Engineer. Tenders cannot be called or contracts be awarded for the Project or any part of it without the approval of the Department.
11. The consultant must also submit, prior to tender call, a copy of the plans and specifications to the Ultimate Recipient and all relevant Government departments and agencies such as, Service NL, the Fire Commissioner's Office, Department of Transportation and Works, and other agencies that might have jurisdiction for approval.
12. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the Ultimate Recipient. This will be reviewed by the Regional Engineer prior to final acceptance.
13. The Consultant must submit copies of the as-built drawings within two months of substantial completion of the Project, the preparation of which is to be included as one of the

professional services in the Consultant contract. Copies must be submitted to the Ultimate Recipient and the Regional Engineer.

CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing to the appropriate Regional Engineer. Contracts should be signed at the earliest opportunity. The Consultant must notify the Regional Office of the time and location of pre-design, design, preconstruction and construction meetings in a timely manner to allow a representative of the Regional Office an opportunity to attend.

EASEMENT AND RIGHTS-OF-WAY

1. It is the responsibility of the Ultimate Recipient and its prime consultants to ensure that all easements and rights-of-way are acquired before the contract is awarded.

CHANGE ORDERS (CONSULTANT AND CONTRACTOR)

1. All Change Orders are required to be pre-approved by the Regional Office.
2. The Ultimate Recipient should specifically note that all costs in excess of the approved funding amount indicated on the "Approval to Award" letter will be 100% responsibility of the Ultimate Recipient unless written approval of the Regional Engineer is obtained prior to the expenditure of the funds.

CONTRACT EXTENSION

1. Any extensions to a construction contract, if necessary, require the written approval of the Department. Unless exceptional circumstances apply, extensions will not normally be approved.

STATUS REPORTS

1. The Consultant must submit status reports within 10 business days of the end of each month to the Department's Regional Engineer and the Ultimate Recipient.
2. These reports must span from the date of appointment of the Consultant to the date of final completion of the Project.
3. The final status report must be marked as such.
4. Copies of all engineering invoices, change orders, substantial performance certificates and

contractor's progress payments associated with the Project must also be submitted with the monthly status report.

5. The Ultimate Recipient shall not pay engineering invoices unless the status report has been received and also shall not pay the final professional services invoice until the as-builts are received.

COMMUNICATIONS

JOINT COMMUNICATIONS

1. The Province, the Ultimate Recipient, and applicable funding agencies/partners may have Joint Communications about the Project's funding.
2. Joint Communications under these Guidelines should not occur without the prior knowledge and agreement of the Province.
3. All Joint Communications material will be approved by the Province 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 progress or completion of the Project. The requestor shall 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. The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

INDIVIDUAL COMMUNICATIONS

1. Notwithstanding section 12.1 - Joint Communications, the Province and applicable funding agencies/partners retain the right to meet their obligations to communicate information about the Agreement and the use of funds through their own Communications Activities.
2. The Parties may each include general program messaging and examples of funded projects 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.
3. The Parties may issue digital communications to communicate progress of the Project.
4. The Ultimate Recipient will be required to send a minimum of one photograph 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 the Regional Office, along with project name, date and location.

SIGNAGE

1. Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.
2. Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
3. Signage must conform to the applicable federal and/or provincial signage guidelines.
4. Signs must be installed before construction commences and must be removed when the project is completed.
5. The prime Consultant must certify (via dated photograph) that the Project signs are in place before any progress claim is paid, photographs are to be submitted with first progress claim in MSIS.

PROJECTS CARRIED OUT ON A PROJECT MANAGEMENT BASIS - USING ULTIMATE RECIPIENT'S FORCES

1. Only in exceptional cases will projects be authorized to proceed with construction using own forces for the purposes of these Guidelines. Prior approval is required before proceeding on this basis, and must follow the Project management Guidelines.

ELIGIBLE COSTS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible project.
2. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - The arrangement is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project approval.

INELIGIBLE COSTS

1. Costs incurred before Project approval and any and all expenditures related to contracts signed prior to Project approval.
2. Costs Incurred for cancelled Projects
3. 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.
4. Financing charges, legal fees, and loan interest payments.
5. Any goods and services costs which are received through donations or in kind.
6. 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.
7. General maintenance and operational costs, except where such costs are direct and necessary as part of the overall Project.
8. Cost related to furnishings and non-fixed assets.
9. Costs related to new Sidewalks for any roads, except as approved by the Department.
10. Modification, upgrade or replacement of privately-owned infrastructure except when direct and necessary as part of the overall Project.
11. Infrastructure constructed by private developers and subsequently transferred to the Ultimate Recipients that did not meet current design and construction standards at the time of construction.
12. Landscaping, except to reinstate areas damaged as a result of the Project.
13. Legal fees.
14. Land surveys.
15. Media costs related to the project (e.g. Radio ads, newspaper, social media, etc.)
16. Cost of temporary facilities related to continuance of the Ultimate Recipient business for the duration of the Project.
17. Administration costs.
18. Construction Materials and Ultimate Recipient Labour (i.e. pipes, clamps) unless for a projects that has been pre-approved for Project management.
19. Costs to purchase digital Sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.

COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement, can be copied here for references purposes only. The Agreement found at the following location governs this document.

- a. <https://www.infrastructure.gc.ca/prog/agreements-ententes/2018/2018-nl-eng.html#a.1>

ELIGIBLE EXPENDITURES

1. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, which may include capital costs, design and planning, and costs related to meeting specific Program requirements, including completing climate lens and creating community employment benefit plans;
2. Costs will only be eligible as of Project approval, except for costs associated with completing climate lens assessments, which are eligible before Project approval, but can only be paid if and when a Project is approved by Canada.

INELIGIBLE EXPENDITURES

1. 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;
2. Costs Incurred for cancelled Projects;
3. Land acquisition;
4. 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;
5. 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.
6. Financing charges, legal fees, and loan interest payments, including those related to easements (e.g. surveys);
7. Any goods and services costs which are received through donations or in kind;
8. 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;
9. Costs associated with operating expenses and regularly scheduled maintenance work;
10. Cost related to furnishing and non-fixed assets which are not essential for the operation of the Asset/Project; and
11. All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Aboriginal consultation obligations as required under sections 11 (Environmental Assessment) and 12 (Aboriginal Consultation) have been met and continue to be met.

Guidance Document
NEWFOUNDLAND AND LABRADOR CLIMATE CHANGE LENS PART 2:
ASSESSMENT AND INTEGRATION OF RESILIENCE AND MITIGATION MEASURES

What is the Newfoundland and Labrador Climate Lens?

- The Newfoundland and Labrador Climate Lens seeks to ensure the integration of climate change considerations into the planning, design, and development of all infrastructure projects that receive any financial support from the provincial government.
- The Newfoundland and Labrador Climate Lens is a two-step process:
 - **Step 1** - All entities seeking provincial funding for infrastructure (hereinafter referred to as 'applicants') confirm that they have integrated climate change considerations into the planning, design, and development of their project including their project budget and workplan; and
 - **Step 2** – Once their application has been approved, applicants demonstrate, using this guidance, how they intend to integrate measures to reduce greenhouse gas emissions and build resilience to climate change into the planning, design and development of the project, and subsequently report on how this affected the project from both a quantitative and qualitative perspective. While the applicant will be responsible for providing this information to the Department of Municipal Affairs and Environment, this information may be prepared by a lead consultant at the request of the applicant, providing the applicant approves the information submitted.

Why Implement a Climate Lens?

- The science is clear. Climate change is happening and the impacts are already been felt. The Government of Newfoundland and Labrador has committed to tackle climate change through (i) reducing greenhouse gas emissions and (ii) improving resilience to the impacts of climate change such as extreme precipitation, flooding, coastal erosion, and permafrost melt.
- Climate change is projected to bring warmer, wetter and stormier weather conditions across Newfoundland and Labrador. All regions will experience changes, ranging from an increase of up to 7.3°C in the winter and up to 3.8°C in the summer, with the most significant impacts expected for northern Labrador. Extreme precipitation and weather events are expected to increase in both frequency and intensity.
- These changes will impact infrastructure, and it is essential that all infrastructure investments take into account both projected climate change risks and impacts, and the need to reduce greenhouse gas emissions to help prevent further adverse impacts in future.
- The objective of this guidance document is to provide templates for applicants and consultants to help facilitate completion of the Newfoundland and Labrador Climate Lens by:
 - Quantifying changes in climate projections that could result in increased risks, impacts and vulnerabilities to a project; and
 - Quantifying climate change mitigation considerations associated with a project.
- If you have any questions, please contact: climatechange@gov.nl.ca

Resilience to Climate Change

- Available resources to facilitate completion of the climate change resilience section of the Newfoundland and Labrador Climate Lens are described in Table 1, focusing on temperature change, precipitation change, sea level rise and coastal erosion, and overland flooding. Tables 2 to 5 then provide more detailed templates for applicants to quantify how climate change can impact a project.
- This will assist applicants respond to questions 1.1 to 1.3 of the Newfoundland and Labrador Climate Lens and will better allow applicants to respond to questions 1.4 to 1.6 by identifying potential risks as required by the Newfoundland and Labrador Climate Lens.

Table 1: Overview of Guidance and Available Resources – Adaptation and Resilience

Table	Area of Focus	Available Data	Resource links
2	Temperature Change	Projections are available for 22 locations on the island of Newfoundland and 7 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see Temperature Projections hyperlink)
3	Precipitation Change	General precipitation projections are available for 22 locations on the island of Newfoundland and 7 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see Precipitation Projections hyperlink)
4	Extreme Precipitation	Projections for extreme precipitation events are available for 14 locations on the island of Newfoundland and 6 locations in Labrador. The projections compare change from the end of the last century to the mid- and late-21st century. Applicants can select locations closest to their project in completing the Lens.	https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html (see list of hyperlink locations in table on webpage)
5	Sea level rise and coastal erosion	Sea level rise and sea level allowance projections are available for three locations on the island of Newfoundland (St. John's, Argentia and Port aux Basques) and one location in Labrador (Nain). An additional regional sites that may be referred is Harrington Harbour, QC (north shore). Sea level allowance is a measure that allows a user to incorporate both sea level rise and increased sea surge in siting infrastructure. The projections compare change from the end of the last century by decade to the end of the 21st century. Applicants can select locations closest to their project in completing the Lens. Coastal erosion monitoring stations are available for approximately 120 locations, including 112 locations on the island of Newfoundland and 8 in Labrador. Applicants can select locations closest to their project in completing the Lens.	http://www.dfo-mpo.gc.ca/Library/353519.pdf (See Appendix B.2) https://geoatlas.gov.nl.ca/Default.htm (See Coastal Monitoring section)
No table provided	Flood risk mapping	Flood risk maps are available for approximately 40 locations on the island of Newfoundland. Climate change projections are included for 11 locations. The maps describe 20- and 100-year flood plains. Applicants located at these locations can utilize these maps in completing the Lens (no template is provided in the guidance for flood risk mapping).	https://www.mae.gov.nl.ca/waterres/flooding/frm.html

**Table 2: Suggested Temperature Variables for mid- and late-century
(Applicants may include other variables based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
Change in minimum daily temperature	Projects for which the freeze-thaw cycle is important				
Number of days with frost					
Change in heating degree days and cooling degree days	Building heating and cooling systems				

**Table 3: Suggested Precipitation Variables for mid- and late-century
(Applicants may include other variables based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
Change in maximum 3 day precipitation (mm)	Projects that include reservoirs (dams, water supply systems) or drainage systems				
Change in number of days with 10+ mm precipitation	As above, plus projects adjacent to the coastline and may be impacted by coastal erosion				
Change in 90th percentile of precipitation (mm)	As above				

**Table 4: Suggested Extreme Precipitation Variables for mid- and late-century
(Applicants may include other durations (from 5 minutes to 12 hours) and return periods (ranging from 1-in-2 to 1-in-50 years) based on their particular project)**

Variable	Project examples	Adjacent location 1	Adjacent location 2	Other locations (one column per location)	Average (all identified locations)
1-in-10 year storm, 24 hours (mm) Median expected change Maximum expected change	Projects with wood structures (e.g., walking trails)				
1-in-25 year storm, 24 hours (mm) Median expected change Maximum expected change	Buildings (e.g., roofing materials)				
1-in-100 year storm, 24 hours (mm) Median expected change Maximum expected change	Transportation projects (e.g., bridges)				

**Table 5: Sea Level Rise and Sea Level Allowance Projections
(Applicants may include other years based on their particular project)**

	Project Types	Projected Change in Sea Level	Projected Change in Sea Level Allowance
2030	Projects adjacent to the coastline (e.g., breakwaters, marinas, wastewater systems, walking trails, buildings, coastal roads)		
2050			
2070			
2090			
2099			

Climate Change Mitigation

- Table 6 provides an overview of project areas for which greenhouse gases may be quantified and outlines information requirements that applicants will need to provide. Tables 7 to 10 then provide calculation templates for applicants to quantify greenhouse gas emissions. Applicants should focus on areas that they control or own, and should exclude energy consumed by suppliers outside their control. Further details are provided in Tables 7 to 9.
- Completion of these tables will assist applicants respond to questions 2.1 to 2.3 of the Lens and will better allow applicants to respond to questions 2.4 to 2.6 by identifying areas of highest energy consumption. This will in turn allow applicants to identify mechanisms to reduce both energy use and greenhouse gas reductions, which is required by the Newfoundland and Labrador Climate Lens.

Table 6: Overview of Guidance and Information Requirements - Mitigation

Table	Project Phase	Areas of focus	Information Needed
7	Construction phase	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Anticipated electricity consumption (KWh) Anticipated litres of fuel consumed by fuel type (gasoline, diesel fuel, etc.)
8	Operations phase Building replacements and upgrades	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Existing and anticipated annualized electricity consumption (KWh) Existing and anticipated annualized litres of fuel consumed by fuel type (gas, diesel, etc.)
9	Operations phase New buildings	Energy consumption and associated greenhouse gas emissions, excluding water treatment	Anticipated annualized electricity consumption (KWh) Anticipated annualized litres of fuel consumed by fuel type (gas, diesel, etc.)
10	Water and wastewater (energy)	Energy consumption and associated greenhouse gas emissions related to water treatment	Existing and anticipated annualized water and wastewater use (m ³)
11	Wastewater treatment (non-energy)	Methane emissions associated with wastewater treatment	Number of residents serviced by type of wastewater treatment

**Table 7: Construction phase
Energy-related GHGs (excluding water treatment)**

- GHG emissions from users that are not directly contracted or owned by the project owner, such as energy used to generate heat by asphalt providers, or transportation services provided by building suppliers and wholesalers, should be excluded.
- GHG emissions associated with water treatment, and GHG emissions associated with land use change (e.g., forest clearing) should also be excluded.

Fuel type (if available and relevant)	Examples	Unit	Annual KWh or litres from project-related sources consumed during project construction	GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions (tonnes)
			A	B	C (A x B)
Building electricity (island and Labrador on-grid)	Heating, appliances and lighting in temporary construction buildings	KWh		0.0	0.0
Building electricity (off-grid diesel generation)		KWh		0.0008	
Gasoline	Owned and contracted gas vehicles	Litres		0.0023	
Diesel	Owned and contracted diesel vehicles	Litres		0.0027	
Light fuel/heating oil	Heating and appliance use in temporary construction buildings	Litres		0.0027	
Propane	Heating and appliance use in temporary construction buildings Owned and contracted propane vehicles	Litres		0.0015	
Kerosene	Heating and appliance use in temporary construction buildings	Litres		0.0025	

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

**Table 8: Operations Phase – Replacement or Upgrading of Existing Buildings
Energy-related GHGs (excluding water treatment)**

- GHG emissions from users that are not directly contracted or owned by the project owner, such as from transportation services for couriers providing delivery services to a building, GHG emissions associated with water treatment, and GHG emissions from non-energy sources should be excluded.
- Water treatment is separately included below.

Fuel type (if relevant)	Examples	Annual KWh or litres consumed from project-related sources			GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions (tonnes)		
		Unit	Prior to project	After the project		Prior to project	After the project	Net change
			A	B	C	D (A x C)	E (B x C)	F (D – E)
Electricity (island and Labrador on-grid)	Heating, appliances and lighting in buildings	KWh			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		KWh			0.0008			
Gasoline	Owned and contracted gas vehicles	Litres			0.0023			
Diesel	Owned and contracted diesel vehicles	Litres			0.0027			
Light fuel/heating oil	Heating and appliance use in buildings	Litres			0.0027			
Propane	Heating and appliance use in buildings Owned and contracted propane vehicles	Litres			0.0015			
Kerosene	Heating and appliance use in buildings	Litres			0.0025			

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

Table 9: Operations Phase – New Buildings
Energy-related GHGs (excluding water treatment)

- GHG emissions from users that are not directly contracted or owned by the project owner, such as from transportation services for couriers providing delivery services to a building, GHG emissions associated with water treatment, and GHG emissions from non-energy sources should be excluded.
- Water treatment is separately included below.

Fuel type (if relevant)	Examples	Unit	Annual KWh or litres from project-related sources after the project	GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions after project (tonnes)
			A	B	C (A x B)
Electricity (island and Labrador on-grid)	Heating, appliances and lighting in buildings	KWh		0.0	0.0
Electricity (off-grid diesel generation)		KWh		0.0008	
Gasoline	Owned and contracted gas vehicles	Litres		0.0023	
Diesel	Owned and contracted diesel vehicles	Litres		0.0027	
Light fuel/heating oil	Heating and appliance use in buildings	Litres		0.0027	
Propane	Heating and appliance use in buildings Owned and contracted propane vehicles	Litres		0.0015	
Kerosene	Heating and appliance use in buildings	Litres		0.0025	

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

Table 10: Water treatment Electricity GHGs

		Unit	Annual m ³		GHG conversion factor (tonnes) (starting 2020)	Annual GHG emissions (tonnes)		
			Prior to project	After the project		Prior to project	After project	Net change
			A	B	C	D (A x C)	E (B x C)	F (D – E)
Electricity (island and Labrador on-grid)	Drinking water	m ³			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m ³			0.008			
Electricity (island and Labrador on-grid)	Waste water treatment systems using electricity	m ³			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m ³			0.000002			

On-grid electricity factor assumed to be 0.0 for the island of Newfoundland starting 2020.

Table 11: Wastewater treatment Non-energy (methane)

Treatment type	Number of citizens using treatment type		GHG Emissions Factor	Annual GHG Emissions (tonnes)		
	Prior to project	After project		Prior to project	After project	Net change
	A	B	C	D (A x C)	E (B x C)	F (D – E)
Aerobic systems			0.0	0.0	0.0	0.0
Sequence batch reactor (sludge system)			0.010			
Wetland			0.034			
Facultative Lagoon (constructed ponds)			0.039			
Septic			0.099			
Anaerobic lagoon (constructed ponds not aerated, heated, or mixed)			0.158			
No treatment			0.020			

Estimated using the methodology for the federal National Inventory Report of GHG emissions, 2019.

NEWFOUNDLAND AND LABRADOR CLIMATE CHANGE LENS PART 2: ASSESSMENT AND INTEGRATION OF RESILIENCE AND MITIGATION MEASURES

As part of its application to the Government of Newfoundland and Labrador for infrastructure funding, the applicant has confirmed that the Newfoundland and Labrador Climate Change Lens will be integrated into the planning, design and development phases of this project. The Newfoundland and Labrador Climate Change Lens includes:

- I. opportunities to minimize greenhouse gas emissions during the construction and operation of the project;
- II. using available information, tools and resources in decision-making processes to build resilience to climate impacts and reduce climate risk.

Part 1 of the Newfoundland and Labrador Climate Change Lens was completed by the applicant when applying for funding. It required the applicant to confirm that the climate change considerations would be fully integrated into the project, if the project was approved. Once projects are approved, applicants are required to complete Part 2 of the Newfoundland and Labrador Climate Change Lens. Part 2 must be completed and submitted to the Department of Municipal Affairs and Environment for review during the design stage, prior to construction beginning. Please complete the questions to demonstrate, in detail, how climate change considerations and appropriate measures have been fully assessed and appropriate action has been taken to integrate them into the project.

Please note that the Newfoundland and Labrador Climate Change Lens is distinct from the Federal Government's Climate Change Lens, which may also apply.

Instructions

- This form must be completed and submitted to the Department of Municipal Affairs and Environment as part of the design phase, before construction begins.
- Please ensure that all project information requested is provided and that questions are completed for both the Climate Risk and Mitigation Assessments.
- This form must be signed and submitted by an authorized representative of the applicant. It can be completed by the lead consultant at the request of the applicant, but the applicant must approve the completed Lens prior to its submission to the Department.
- If the form is not submitted, complete, or the content is considered unsatisfactory, the conditions on which funding was approved will be considered incomplete, and approved funds will not be released.

Provincial Climate Change Resources

- [Provincial Climate Change Temperature and Precipitation Projections](#)
- [Climate Change Intensity-Duration-Frequency Curves](#)
- [Climate Change Flood Risk Maps](#)
- [Coastal Erosion Monitoring data](#)
- [Sea-Level Change Data](#)

Project Information

Project Title: _____

Applicant Name: _____

Municipality/Organization: _____

Project Number (if applicable): _____

Project description (100-200 words)

1.0 Climate Resilience Assessment

Climate resilience is defined as the actions taken to adapt to the current risks resulting from climate change. Climate change is projected to bring warmer, wetter and stormier weather conditions across Newfoundland and Labrador. This will impact our province in a variety of ways, including more flooding, coastal erosion, sea-level rise, and permafrost melt. These impacts will affect infrastructure and it is essential that any new investments fully take into account projected climate change throughout the project lifecycle.

Possible Climate Risks and Hazards:

1.1 Please indicate which resources you have consulted:

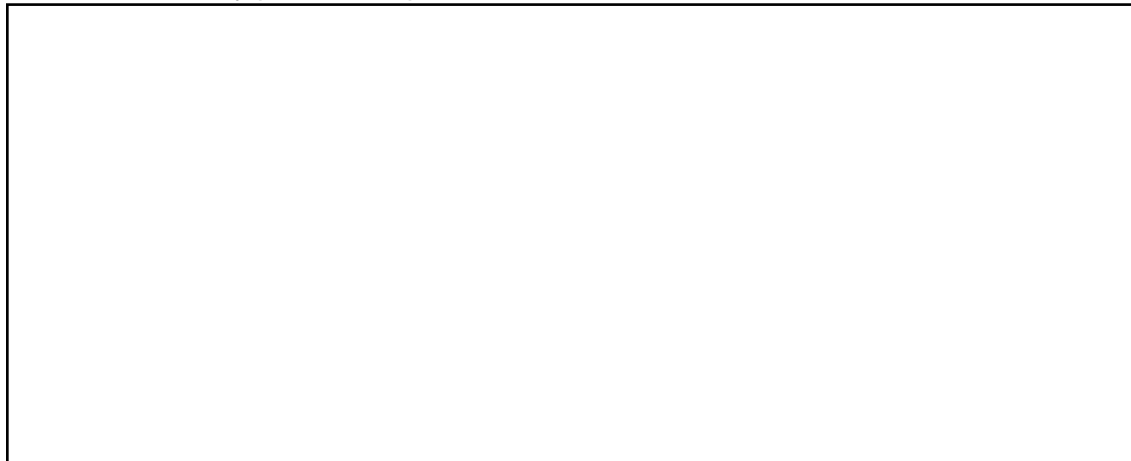
- a. The provincial climate change resources (listed below) in your assessment, and if so, which resources.

b. Any additional resources in conducting your assessment (please describe)?

1.2 Drawing on the provincial climate change resources listed above, as well as any other relevant resources identified above, please describe any potential climate risks to the proposed infrastructure project for the full lifespan of the asset.

1.3 Please describe the possible climate change hazards and risks that could affect this project. In completing this description, please identify whether the asset is in an area that has already been impacted by a notable natural hazard or other climate risk.

1.4 Please describe any potential impacts on the asset.

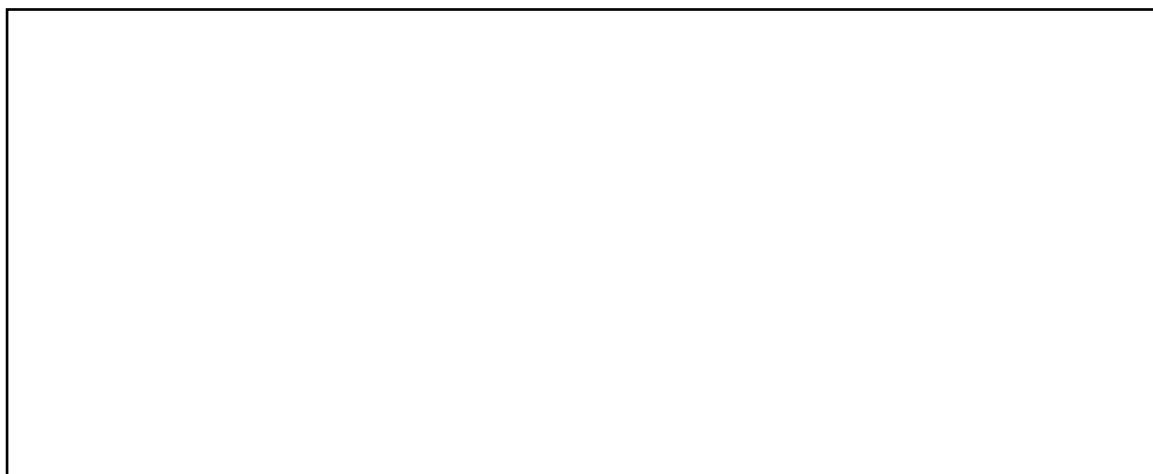


1.5 Please describe the potential consequences of these impacts.



Climate Resilience Measures:

1.6 In light of your responses to questions 1.1 to 1.5, please describe what resilience measures have been integrated into the project (e.g. location of asset, materials used, construction methods, etc.).



2.0 Climate Mitigation Assessment

Climate mitigation is defined as action to reduce the amount of greenhouse gas (GHG) emissions released into the atmosphere. A range of measures can be integrated into infrastructure projects to minimize GHG emissions in both the construction and operation phases of the project. For example, this may include measures to maximize fossil fuel efficiency and to recycle materials during construction and operation phases of the project, and measures to minimize wastewater emissions. This can be informed by life-cycle costing.

GHG Emissions

2.1 What are the estimated i) energy use and ii) GHG emissions for the construction phase of the proposed asset? This would include energy consumed by machinery and equipment during the construction phase of the project only, such as from contracted vehicles and equipment that will be used to construct the project. It would not include energy use and GHG emissions during the operations phase of the project, such as from space heating and cooling in a building. Please refer to the guidance sheet on calculations for assistance in determining these emissions. If you are not able to estimate the GHG emissions, please describe the key emission sources.

2.2 What are the estimated i) energy use and ii) GHG emissions related to the operations phase of the proposed asset after the project has been constructed? In cases where the new asset replaces an existing asset, what are the incremental changes in energy use and GHG emissions relative to the asset that has been replaced? This would include energy use and GHG emissions from fuel use and electricity purchases. Please refer to the guidance sheet on calculations for assistance in determining these emissions.

2.3 Please include any other information on GHG emissions that you would like considered. For example, non-energy GHG emissions (e.g. methane) for wastewater treatment projects. Please see the guidance document for additional details.



Climate Mitigation Measures

2.4 What measures, if any, will be implemented to reduce the GHG emissions during the construction phase of the proposed project? Please explain and, where possible, quantify. This could include, for example, procurement strategies to contract vehicles and equipment with a lower carbon footprint to reduce fuel consumption.



2.5 What measures, if any, will be implemented to reduce energy use and energy-related GHG emissions during the operations phase of the proposed project? Please explain and, where possible, quantify. This could include, for example, procurement strategies to purchase materials (e.g., insulation) and vehicles to reduce energy use and GHG emissions from fuel use and electricity purchases, and meeting the requirements of government's Build Better Buildings Policy by pursuing certification under LEED or BOMA BEST.

2.6 Please add any further information of relevance to this project. This could include information on non-GHG emissions (e.g. methane). For further information, please see the guidance document.

[To be completed by lead consultant]

I, the undersigned, understand and confirm that the statements in this document are true and accurate to the best of my knowledge, and that I am authorized and have the necessary knowledge and expertise to complete this document on behalf of my organization.

Signature: _____

Print Name: _____

Position Title: _____

Organization: _____

Date: _____

[To be completed by the Applicant – i.e. the Project Proponent]

I, the undersigned, understand and confirm the statements above are true and accurate to the best of my knowledge and that I am authorized to attest to this on behalf of my municipality/organization.


Signature: _____

Print Name: _____

Position Title: _____

Municipality/Organization: _____

Date: _____

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

Subject Matter: Request to Lease City Land on Brookside Avenue	
Report Information	
Department: Land Management	Attachments: Draft lease agreement; drawing
Prepared By: Brandon Duffy	Council Meeting Date: June 15, 2020

Recommendation:

Staff recommends Council approve the lease of City land to the owner of 11 Brookside Avenue.

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the property owner at 11 Brookside Avenue for City land on Brookside Avenue.

Issue:

The owner of 11 Brookside Avenue has requested to lease land from the City.

Background:

Land Management was approached by the owner of 11 Brookside Avenue who requested to lease a portion of City land located adjacent to their property. This leased land has approximately area of 249m² (2,679ft²). The purpose of this lease will be for a garden with movable garden beds. Currently there are no plans to develop this land at this time.

Options:

1. Approve the lease
 - a. Land will be maintained and additional tax revenue
2. Reject the lease
 - a. Land will be left as is and the loss of potential tax revenue

Governance Implications:

Policy #: 07-08-05 & 07-08-08

Budget/Financial Implications:

Prepared by: Brandon Duffy
Director: Dale Park

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

Additional Comments by City Manager:

THIS LEASE made in duplicate as of the _____ day of _____, 2020

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

of the One Part

AND **TENANT**, a resident of the City of Corner Brook (hereinafter called the "Tenant")

of the Other Part

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

PREMISES LEASED

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

TENANCY

2. Under this Lease, the Tenant occupies the Property under a tenancy at will, and it is expressly agreed that the acceptance of rent, or any implied condition, or any implication of law, shall in no way create any tenancy other than a tenancy at will.

TERM

3. **THE LANDLORD HEREBY LEASES AND DEMISES** unto the Tenant the Land for the term of five (5) years, commencing the _____ day of _____ 2020, for the annual rental of One dollar(\$1.00) **SUBJECT HOWEVER** to the terms and conditions set forth herein, namely;

RENT

4. The Tenant shall pay to the Landlord a rental of One Dollar (\$1.00) plus applicable Harmonized Sales Tax (HST).

USE

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

PAYMENT OF TAXES

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

CONDITION

7.
 - a. The Tenant shall remove forthwith anything or matter placed on, under, or over the Property upon being requested ("The Request") to do so by any agent, servant, or officer of the Landlord. If the Tenant is of the opinion that The Request is unreasonable, the Tenant shall have the right to make this known in writing to the City within ten (10) days of said notice and at which time, the Tenant may ask the Corner Brook City Council to re-examine the reason(s) for The Request.
 - b. The use of the Property shall be subject to any easements over the Property for water, sewer and storm lines and/or utilities.
 - c. Permanent structures shall not be permitted
 - d. The Landlord shall not be responsible for any damages which shall include but not limited to :
 - i. Damages due to snow clearing
 - ii. Damages due to obtaining access and maintenance of City infrastructure

GENERAL COVENANTS

8.
 - a. The Tenant covenants with the Landlord:
 - i. to pay rent; and
 - ii. to observe and perform the covenants of this Lease on the part of the Tenant to be observed and performed.
 - b. The Landlord covenants with the Tenant:

- i. for quiet enjoyment; and
- ii. to observe and perform the covenants of this Lease on the part of the Landlord to be observed and performed.

TENANT'S IMPROVEMENTS

9.
 - a. The Tenant shall not make any changes to the Property without the prior written consent of the Landlord, and shall not construct any permanent structures on the Property.
 - b. The Tenant shall not place any structures or erections upon the Property without the prior written consent of the Landlord.

INSURANCE

10.
 - a. The Tenant, at the Tenant's expense, hereby covenants and agrees to obtain and maintain and keep in force for the mutual benefit of, and in the names of the Landlord, the Tenant and such other parties as the Landlord may from time to time designate, such insurance as may be customary for the owners of similar property as respects loss of or damage to the Property or liability arising therefrom. The Lessee shall promptly furnish to the Lessor copies of insurance policies or other evidence satisfactory to the Lessor of such insurance and any renewals thereof
 - b. The Tenant agrees that the Landlord shall have a first right to receive and a lien on the insurance proceeds.
 - c. The Tenant agrees that if the Landlord produces this Lease to the Insurer it will be sufficient authority for the Insurance Company to pay the Landlord any insurance money that is payable due to a loss. By signing this lease, the Tenant authorizes and directs the Insurance Company to do so.

COMPLIANCE WITH REGULATIONS

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

ASSIGNMENTS, TRANSFERS, SUBLEASES AND LICENCES

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

ACCESS BY LANDLORD

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

EASEMENTS/UTILITIES

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

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

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

MAINTENANCE AND REPAIR

- 15.
- a. The Tenant shall at all times keep the Property in at least the repair and condition as at the commencement of this Lease,

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

NUISANCE

- 16.
 - a. The Tenant shall not do, suffer or permit to be done any act or thing upon or about the Property which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Property or to the public generally.
 - b. The Tenant shall not disrupt or change the drainage of water on the Property, including any streams or brooks flowing on the Property.

INDEMNIFICATION

- 17.
 - a. The Tenant shall at all times indemnify and save harmless the Landlord from and against all claims and demands, loss, costs, damages, actions, suits, or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the execution of this Lease or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officers, servants, employees or agents of the Landlord.
 - b. The provisions of this clause will continue to apply, notwithstanding cessation of the tenancy created by this Lease.

NON-WAIVER

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

LANDLORD MAY PERFORM TENANT'S OBLIGATIONS

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

EFFECT OF LEASE

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

REMEDIES GENERALLY

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

HEADINGS

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

NOTICES

23.

- a. All notices and communications to the Landlord in connection with this Lease shall be addressed to:

City of Corner Brook

P.O. Box 1080
 Corner Brook NL
 A2H 6E1

Telecopier Number: (709) 637-1625

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

- b. All notices and communications to the Tenant in connection with this Lease shall be addressed to:

Tenants Address

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

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

GOVERNING LAW

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

END OF LEASE

25.

- a. The term of the lease shall be a period of five (5) years commencing on _____, 2020 and terminating on _____, 2024 subject to the rights of termination as set out in clauses contained herein.
- b. Upon the termination of this Lease, the Tenant shall quit and surrender to the Landlord the Property in the repair and condition leased, ordinary wear and tear excepted with consideration of the purpose for which the property is used. The Tenant's obligation to observe or perform this covenant shall survive the termination of the Lease. If the termination of this Lease falls on Saturday or Sunday, this Lease shall expire on the business day immediately following.

- c. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.
- d. Notwithstanding the term of lease set out in clause 25 (a) of this agreement, either party may at any time, without showing any reason or cause, just or otherwise, terminate this lease and discontinue the Tenant's occupation of the Property by serving the other party with a Notice to Quit in the form set out in Schedule B annexed hereto (with such changes as necessary) at will. At which time this Lease shall be cancelled and the Tenant shall forfeit all right, claims, and demands whatsoever under it and shall make no claim against the Landlord for compensation arising out of the Tenant's improvements or any other matter or thing in any way relating to the said Property or the leasing thereof and at the end of the Lease, the Tenant shall deliver vacant possession to the Landlord in the same condition as at the commencement of this Lease, reasonable wear and tear excepted and except that the Landlord may in its discretion elect to keep any of the Tenant's improvements, alterations or fixtures.

PROVISION SEPARATELY VALID

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

INTEREST CHARGES

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

LEGAL COSTS

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

ENTIRE AGREEMENT

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

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

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

THE CITY OF CORNER BROOK

Notary Public/Commissioner for Oaths/Barrister/Solicitor

City Manager/City Clerk

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Mayor/Deputy Mayor

SIGNED by the Tenant in the presence of:

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

Notary Public/Commissioner for Oaths/Barrister/Solicitor

Tenant

SCHEDULE "A"

SCHEDULE "B"

NOTICE TO QUIT


The City of Corner Brook (CCB) hereby gives notice to the tenant to quit occupation of the Property located adjacent to 11 Brookside Avenue Drive in the City of Corner Brook, Province of Newfoundland and Labrador, on or before the ___ day of _____, 20__ in accordance with clause(s) ___ of the Agreement between CCB and _____ dated _____.

Dated this _____ day of _____ 20_____.

Signed on behalf of CCB by:

City Manager-City of Corner Brook



LEGEND
 Location of Land

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



Proposed Lease Area
 Adjacent to 11 Brookside Ave

DRAWN BY:	DATE: 06-03-2020	SCALE: 1:500	FIGURE: 1
APPROVED BY: BDUFFY	COORD SYS: NAD 1983 MTM ZONE 3	ZONE: OS	REVISION: 0

0 10 20 30 40 50 m

Request to Lease City Land - Brookside Avenue