



## CITY OF CORNER BROOK

**Dear Sir\Madam:**

I have been directed by His Worship the Mayor to summon you to a Regular Meeting of the Corner Brook City Council, to be held on Monday, January 24, 2021 at 7:00 p.m.. Via Video Conference

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CITY CLERK

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**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
COUNCIL CHAMBERS, CITY HALL  
MONDAY, 13 DECEMBER, 2021 AT 7:00 PM**

**PRESENT:**

Mayor	J. Parsons	R. Cumby, City Manager
Deputy Mayor	L. Chaisson	D. Park, Director of Finance & Administration
Councillors:	P. Gill	D. Charters, Director Community Engineering Development and Planning
	V. Granter	T. Flynn, Director of Protective Services
	B. Griffin	D. Burden, Director of Public Works, Water and Waste Water Services
	P. Keeping	J. Smith, Legislative Assistant
	C. Pender	Jamie Alexander, Seargent-At-Arms

Absent with regrets: M. Redmond, City Clerk

**21-165 Approval of Agenda**

On motion by Councillor B. Griffin, seconded by Councillor P. Gill, it is **RESOLVED** to approve the agenda as circulated **MOTION CARRIED.**

**21-166 Approval of Minutes ( Committee of the Whole Meeting - 6 December 2021)**

On motion by Councillor P. Gill, seconded by Councillor C. Pender, it is **RESOLVED** to approve the Minutes of the Committee of the Whole Meeting of 6 December 2021. **MOTION CARRIED.**

**21-167 Business Arising From Minutes**

Deputy Mayor L. Chaisson request an update on minute on COW21-175- Media Relations. The City Manager stated that a letter was written to all media and was sent out the week prior.

**21-168 Deer Lake Airport Authority Board of Directors- Nominees**

On motion by Councillor P. Keeping, seconded by Councillor P. Gill, it is **RESOLVED** to nominate Glen Seaborn and Bill Griffin as the City's representatives for appointment to the Board of Directors of the Deer Lake Regional Airport Authority Inc. for a four year term commencing on the date of appointment. **MOTION CARRIED.**

**21-169 Asphalt Paving Program 2021 - Change Order 2**

On motion by Councillor V. Granter, seconded by Councillor P. Gill, it is **RESOLVED** to approve the contract change order No. 1 between the City of Corner Brook and Marine Contractors for the asphalt paving program 2021 for an increase in the contract of \$64,180.61 (Hst included) **MOTION CARRIED.**

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**21-170 8 Grenfell Drive (Proposed Service Station with Convenience Store & Car Wash)**

On motion by Councillor P. Gill, seconded by Deputy Mayor L. Chaisson, it is **RESOLVED** pursuant to Section 128 of the City of Corner Brook Development Regulations to approve the application for the proposed service station at 8 Grenfell Drive. **MOTION CARRIED.**

**21-171 Land Lease agreement - Regional Recreation Centre**  
**Councillor P. Gill declared a Conflict of Interest and abstained from voting and discussion on this agenda item.**

On motion by Councillor B. Griffin, seconded by Councillor P. Keeping, it is **RESOLVED** to approve the lease agreement between the City of Corner Brook and Memorial University of Newfoundland and Labrador to facilitate the construction and operation of the Regional Recreation Center, subject to final review by legal. **(Deputy Mayor L. Chaisson, Councillor Granter, Councillor Keeping and Councillor Pender voted against the motion).** **MOTION DEFEATED.**

**21-172 Corner Brook Regional Recreation Centre Design Build Contract Award**

On motion by Councillor B. Griffin, seconded by Councillor V. Granter, it is **RESOLVED** to award the design-build project for the regional recreation center to Pomerleau Inc.; and to authorize staff to finalize the design-build contract up to a maximum initial cost of \$22,293,007 (Hst included); it is **FURTHER RESOLVED** to authorize the Mayor and City Manager to execute the agreement subject to terms noted above and upon the successful execution of the land lease with Memorial University of Newfoundland and Labrador. **MOTION CARRIED.**

**21-173 Corner Brook Regional Recreation Centre Design Build Honorarium**

There was unanimous consent to postpone the debate and decision on this item until the lease agreement comes forward for approval and the contract for the design build can be fully executed.

**21-174 2022 Budget**

On motion by Councillor C. Pender, seconded by Councillor V. Granter, it is **RESOLVED** that the City of Corner Brook, in accordance with The City of Corner Brook Act, approve the attached tax rates for the 2022 taxation year.

On motion by Councillor C. Pender, seconded by Deputy Mayor L. Chaisson, it is **FURTHER RESOLVED** that the City of Corner Brook, in accordance with The City of Corner Brook Act, approve the attached Schedule of Rates & Fees, to take effect January 1, 2022. **MOTION CARRIED.**

On motion by Councillor C. Pender, seconded by Councillor P. Gill, it is **FURTHER RESOLVED** that the City of Corner Brook, in accordance with The



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City of Corner Brook Act, approve an annual rate of interest of 10.5% to be levied on all past-due taxes and accounts receivable on a monthly basis in 2022. **MOTION CARRIED.**

On motion by Councillor C. Pender, seconded by Councillor B. Griffin, it is **FURTHER RESOLVED** that the City of Corner Brook, in accordance with The City of Corner Brook Act, approve the 2022 Budget with operating Revenues and Expenditures totalling \$35,588,100. **MOTION CARRIED.**

ADJOURNMENT

The meeting adjourned at 8:13 p.m.

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City Clerk

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Mayor



**MINUTES OF A REGULAR MEETING OF  
THE COUNCIL OF THE CITY OF CORNER BROOK  
ZOOM VIDEO CONFERENCE  
FRIDAY, 24 DECEMBER, 2021 AT 11:00 AM**

**PRESENT:**

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

Absent with Regrets: Councillor P. Keeping

**Call meeting to order: The meeting was called to order at 11:00 a.m.**

**21-175      Approval of Agenda**

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

**21-176      Regional Recreational Center - Lease Agreement with Memorial University of Newfoundland and Labrador**

**Councillor P. Gill was in a Conflict of Interest and abstained from voting and discussion on this agenda item.**

On motion by Councillor B. Griffin, seconded by Councillor C. Pender, it is  
RESOLVED to approve the lease agreement attached hereto between the  
City of Corner Brook and Memorial University of Newfoundland and Labrador  
to facilitate the construction and operation of the Regional Recreation Center.  
**MOTION CARRIED.**

**ADJOURNMENT**

The meeting adjourned at 11:25 p.m.

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City Clerk

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Mayor

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**GROUND LEASE**

**BETWEEN**

**Memorial University of Newfoundland**

**-and-**

**City of Corner Brook**

**Dated •, 2021**

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**THIS GROUND LEASE** is made as of the • day of •, 2021.

**BETWEEN:** **MEMORIAL UNIVERSITY OF NEWFOUNDLAND**, a body corporate established under and existing pursuant to the *Memorial University Act* (Newfoundland and Labrador)

(the "Landlord")

**AND:** **CITY OF CORNER BROOK**, a body corporate established under and existing under the *City of Corner Brook Act* (Newfoundland and Labrador)

(the "Tenant")

**WHEREAS** the Landlord owns the Leased Property and has agreed to lease the Leased Property to the Tenant;

**AND WHEREAS** the Tenant has agreed to develop and construct the Corner Brook Regional Recreation Centre (as defined below).

**THEREFORE** in consideration of the mutual covenants, undertakings and benefits hereinafter set forth, the Parties agree as follows:

#### **ARTICLE 1 - INTERPRETATION**

##### 1. Definitions

In this Lease, unless the context otherwise requires:

**"Additional Rent"** means any amount payable by the Tenant pursuant to this Lease in addition to Base Rent.

**"Base Rent"** means the annual rent payable pursuant to Section 16.

**"Buildings"** means all buildings erected or under construction on the Leased Property including, without limitation, fixed machinery, accessories and equipment or other facilities affixed thereto (subject to the removal of tenant or trade fixtures affixed by the Tenant or sublessees).

**"Corner Brook Regional Recreation Centre"** means all Buildings and Improvements made upon the Leased Property for the purpose of developing, constructing and maintaining a regional recreation centre that will include, without limitation, a daycare, fitness, and aquatic centre with a swimming pool, gymnasium, fitness room, and multipurpose room, for the benefit of the Landlord and the general public.

**"Environmental Laws"** means applicable Laws in respect of the natural environment, public or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal and treatment of Hazardous Substances.

**"Freehold Mortgage"** means a mortgage of the Landlord's interest in the Leased Property or any part thereof.



**“Hazardous Substance”** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of them that may impair the natural environment, injure or damage property or plant or animal life or harm or impair the health of any individual and includes any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any Environmental Law.

**“Improvements”** on any part of the Leased Property means all fixed improvements (or, where Buildings are also referred to, all fixed improvements additional to Buildings) now or hereafter constructed on the Leased Property and includes any additions or replacements thereof.

**“Laws”** means all applicable common law and federal, provincial, and municipal statutes, codes, ordinances, decrees, rules, regulations, orders, decisions, and rulings or awards having the force of law and **“Law”** means any of the foregoing.

**“Lease”** means this ground lease as it may be amended, supplemented or restated by written agreement of the Parties.

**“Lease Commencement Date”** means •.

**“Leased Property”** means all lands described in Schedule A – Leased Premises.

**“Leasehold Mortgagee”** means the holder of any Mortgage of the Tenant's interest in the Leased Property.

**“Losses”** means, in respect of any matter, all claims, demands, losses (excluding loss of profits), liabilities, damages, causes of action, proceedings, judgments, recoveries, deficiencies, costs and expenses (including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements and amounts paid in settlement) arising directly as a consequence of such matter.

**“Mortgage”** means any arm's length mortgage or mortgages by the Landlord or the Tenant of their respective interests in the Leased Property or part thereof and includes any deed of trust and mortgage securing bonds and debentures.

**“Operating Agreement”** has the meaning set out in section 11.

**“Parties”** means the Landlord and the Tenant, and **“Party”** means any one of them.

**“Prime Rate”** means the annual rate of interest charged from time to time by the Royal Bank of Canada as its prime rate on loans nominated in Canadian funds;

**“Rent”** means the Base Rent and the Additional Rent.

**“Replacement Cost”** means the cost of repairing, replacing or reinstating any items of property on the Leased Property with material of like kind and quality without deduction for physical, accounting or any other depreciation.

**“Taxes”** means all sales and commodities taxes, withholding taxes, customs duties, income taxes, employer levies, excise taxes, export and import tariffs and fees, municipal taxes and

assessments, and any similar taxes, levies, assessments, tariffs, or fees, and all penalties and interest associated with same.

**“Term”** means the period of Forty-nine (49) years from the Lease Commencement Date.

**“Utility Way”** means such easements and rights of way as the Tenant requires for the installation, maintenance and repair, of utility services, and other equipment and facilities related to it and over, on, and under any of part of the Leased Property.

## 2. Gender and Number

Words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders.

## 3. Headings

The headings contained in this Lease are for convenience of reference only and in no way define, limit or describe the scope or intent of this Lease or in any way affect the interpretation of this Lease.

## 4. Applicable Law

This Lease shall be construed and enforced in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.

## 5. Invalidity of Provisions

The invalidity or unenforceability of any provision of this Lease or any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease and any invalid provision shall be deemed to be severable.

## 6. Covenants Independent

Each covenant contained in this Lease is considered for all purposes to be a separate and independent covenant, and a breach of a covenant by either the Landlord or the Tenant will not discharge or relieve the other Party from its obligation to perform each of its covenants.

## 7. Entire Agreement

This Lease and any agreements herein contemplated to be entered into among, by or with the Parties, constitutes the entire agreement among the Parties pertaining to the lease of the Leased Property to the Tenant and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect thereto, and there are no warranties, representations or other agreements between the Parties in connection with this Lease except as specifically set forth herein. No supplement, modification or waiver or termination of this Lease shall be binding unless executed in writing by the Parties. No waiver of any of the provisions of this Lease shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless

otherwise expressed or provided. In the event of a conflict or any inconsistency between the provisions of this Lease and the provisions of any agreements contemplated to be entered into among, by or with the Parties, the provisions of this Lease shall govern, and the provisions of such other agreement shall be deemed to be amended hereby, to the extent necessary to eliminate the conflict or inconsistency.

#### 8. Successors and Assigns

The parties hereto agree that all rights, advantages, privileges, immunities, powers and things hereby secured to the Landlord and to the Tenant or to either of them by this Lease shall be equally secured to, binding upon and exercisable by their respective successors and assigns and all persons claiming under or through them and all covenants, liabilities and obligations entered into by or imposed hereunder upon the Landlord and the Tenant, or either of them, shall be equally binding upon their administrators, successors and assigns. The Tenant covenants and agrees that it may not transfer, assign, or sublet the Leased Premises or any part thereof without the consent of the Landlord.

#### 9. Counterparts

This Lease may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the executed agreement.

### ARTICLE 2 - LEASE OF PROPERTY

#### 10. Demise and Term

The Landlord hereby demises and lets to the Tenant and the Tenant hereby takes on lease from the Landlord the Leased Property, to have and to hold during the Term, unless sooner terminated in accordance with this Lease.

#### 11. Operating Agreement

The Parties shall, no later than six months following execution of this Agreement unless an extension is mutually agreed in writing between the parties, enter into an operating agreement in respect of the Corner Brook Regional Recreation Centre addressing the items set out in **Schedule B** (the "Operating Agreement").

#### 12. Overholding

If upon the expiration of the Term or termination of this Lease, the Tenant holds over the Leased Premises without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but a tenancy from month to month shall be deemed to have been created equal to one twelfth (1/12) of the annual Rent amount which will be due each month. Such tenancy shall be terminable on 180 days' notice, and, in the absence of written agreement to the contrary, shall be subject to all of the covenants, obligations and agreements provided for in this Lease, except as to the duration of the Lease.

### 13. Title Acquired by the Tenant During the Term

Title to the Corner Brook Regional Recreation Centre and all alterations, additions, changes, substitutions or improvements thereto, shall at all times during the Term, and for such further period as hereinafter mentioned be vested in the Tenant, notwithstanding any rule of law as to immediate vesting of title and ownership of the Corner Brook Regional Recreation Centre in the Landlord as owner of the Leased Premises. The Corner Brook Regional Recreation Centre and fixed improvements shall be deemed, during the Term of this Lease, to be the separate property of the Tenant and not of the Landlord. The Corner Brook Regional Recreation Centre shall remain subject to and governed by all applicable provisions of this Lease.

### 14. Surrender Upon Expiration of the Term

At the expiration of the Term, the Rent shall be apportioned and adjusted as of the date of the expiration of the Term and the Tenant shall peaceably surrender and yield up to the Landlord the Leased Property and the Corner Brook Regional Recreation Centre (and ownership and title to the Corner Brook Regional Recreation Centre shall thereupon vest in the Landlord free and clear of all encumbrances created by the Tenant except to the extent that the Landlord has agreed to be bound thereby) together with the Tenant's possession thereof (subject to any right of the Tenant and occupants of the Leased Property to remove trade and tenant's fixtures) and all the rights of the Tenant under any subleases and under this Lease shall thereupon be assigned to the Landlord in accordance with Section 15 (but the Tenant shall, notwithstanding such termination, remain liable to the Landlord for any loss or damage suffered by the Landlord during the Term by reason of any default by the Tenant) and the Parties will execute such further assurances as may reasonably be required to give effect to the foregoing.

The Tenant shall surrender the Leased Property and Corner Brook Regional Recreation Centre to Landlord in a good state of repair, working order and condition, subject to usual wear and tear.

### 15. Assignment of Rights Upon Termination

Upon expiration or termination of the Term, the Tenant shall assign to the Landlord the benefit of all subleases, license agreements and other agreements and rights benefiting the Leased Property or the Tenant's interest therein if and to the extent that the Landlord shall have become obligated pursuant to Article 8 (Dispositions) to recognize and be bound thereby or shall require such benefits to be assigned and shall agree to assume them; and such assignment shall include the full and unencumbered benefit of the Tenant's interest in any land hereafter owned, leased or licensed by the Tenant on behalf of the Landlord. The Tenant hereby constitutes the Landlord its true and lawful attorney fully empowered to execute all documents and take all steps necessary to effectuate the assignments set out in this Section 15.

## ARTICLE 3 - RENT

### 16. Base Rent

The Tenant shall pay to the Landlord One Dollar (\$1) each year ("**Base Rent**").

#### 17. Net Lease

It is the intention of the Parties that the Rent payable hereunder shall be net to the Landlord and that, except as otherwise herein expressly provided, the Tenant shall at its expense and to the complete exoneration of the Landlord pay or cause to be paid all costs, outlays and expenses of any nature and kind whatsoever relating to or affecting the Leased Property, the Corner Brook Regional Recreation Centre, and any other Buildings or Improvements on the Leased Property or for any other matter or thing affecting the Leased Property (including rent rebates), and in connection with any business carried on therein or thereon; provided, however, that the Tenant shall not be responsible for the payment of any amounts or the performance of any obligations of the Landlord under the Operating Agreement.

#### 18. Taxes and Utility Charges

Except as may be otherwise agreed in the Operating Agreement, the Tenant shall pay or cause to be paid during the Term as Additional Rent, at its own cost and for its own account when due any and all utility charges, Taxes, rates, charges and assessments levied or assessed or required to be paid by any public authority in respect of the Leased Property.

#### 19. Landlord to Provide Notices

Landlord shall forward to the Tenant forthwith upon its receipt all communications which affect the Tenant's interest in the Leased Property including any bills and notices relating to the charges and other amounts set out in Section 18.

#### 20. Tenant to Provide Notices

The Tenant shall forward to the Landlord forthwith upon its receipt all communications which affect the Landlord's interest in the Leased Property.

#### 21. Proof of Payment

The Tenant shall furnish to the Landlord within 15 days after written request therefor such reasonable proof of payment of any or all Taxes, rates, assessments, fees or other charges set out in Section 18 as the Landlord may reasonably require.

#### 22. Landlord May Pay Taxes and Charges

In the event that the Tenant shall fail to pay when due, any Taxes, rates, assessments, fees or other charges referred to in Section 18, the Landlord shall have the right to pay the same at the expense of the Tenant and the Tenant covenants to pay to the Landlord forthwith Additional Rent equal to any amounts so paid by the Landlord.

#### 23. Adjustment of Additional Rent

All sums paid as Additional Rent under this Article 3 shall be subject to adjustment to reflect any partial billing periods encountered at the commencement or termination of this Lease.

## ARTICLE 4 - USE OF LEASED PROPERTY

### 24. Use of the Leased Property

The Tenant agrees and covenants with the Landlord to the following:

- (a) The Tenant shall use the Leased Property and continuously occupy the same for the purpose of constructing, operating, maintaining, and improving the Corner Brook Regional Recreation Centre and for such additional purposes as may from time to time be agreed upon between the Landlord and Tenant in writing.
- (b) The Tenant shall not use or permit the Leased Property or any portion thereof to be used or occupied in any manner, or for any purpose that violates any Applicable Law. The Tenant shall not permit on the Leased Property any nuisance as now or hereinafter defined by law.

### 25. Environmental Protection

The Tenant agrees and covenants with the Landlord as follows:

- (a) The Landlord and Tenant agree to carry out such environmental tests as mutually agreed upon as necessary in order to reasonably determine the environmental condition and state of the Leased Property at the Lease Commencement Date. The cost of such environmental tests shall be shared equally by the Landlord and Tenant.
- (b) The Tenant shall not permit or suffer any Hazardous Substances to be present at, on or under the Leased Property unless it has received the prior written consent of the Landlord, which consent may not be unreasonably withheld.
- (c) Any Hazardous Substances which the Landlord gives written permission to suffer or permit at the Leased Property shall be maintained by the Tenant during the Term, and removed by the Tenant at the expiry or earlier termination of the Term in strict compliance with all Environmental Laws, at the sole cost and expense of the Tenant and the Tenant shall indemnify the Landlord from and against all Losses resulting from the presence of any Hazardous Substances, on or under the Leased Property.
- (d) The Tenant shall notify the Landlord immediately and in reasonable detail upon discovery of any Hazardous Substances, or receipt of any claim, notice or communication relating to any Hazardous Substances affecting the Leased Property or if the Tenant becomes aware of any violation or potential violation by the Tenant or Landlord of any Environmental Laws or any warranty, covenant or representation in this Section 25 and shall describe therein the action which the Tenant intends to take with respect to such matters.
- (e) Forthwith upon receipt, the Tenant shall send copies to the Landlord of all orders, approvals or licences affecting the Leased Property and all correspondence with

authorities having jurisdiction or any other person with respect to any Hazardous Substances or Environmental Laws relating to the Leased Property or any property in the vicinity of the Leased Property including without limitation results of environmental tests and reports in the Tenant's possession.

- (f) The Tenant covenants at its sole cost and expense to do such work as is necessary to remedy or prevent the discharge, spill or location of any Hazardous Substances on, from or under the Leased Property or the breach by the Tenant of any Environmental Laws or to remove any Hazardous Substances found at, on or under the Leased Property so as to comply with Environmental Laws (such work being hereinafter referred to in this Section 25 as the "**Remedial Work**") provided that such discharge, spill or location of Hazardous Substance was caused by the Tenant and not by the Landlord.
- (g) Prior to undertaking the Remedial Work, the Tenant shall, at its own expense, prepare all necessary studies, plans and proposals with respect to the Remedial Work and submit the same for approval by the Landlord. The Tenant shall provide all completion bonds and other security required by the Landlord or the authorities having jurisdiction and shall carry out the work required in accordance with such approved plans and in compliance with all Environmental Laws and the Landlord's reasonable requirements. The Tenant shall keep the Landlord fully informed with respect to all aspects of the Remedial Work. The Tenant further agrees that if the Landlord determines, acting reasonably, that the Tenant is not diligently commencing or completing the Remedial Work or that the Buildings and Improvements, the Leased Property, the Landlord or the Landlord's reputation could be placed in jeopardy by the quality or method of performance of such Remedial Work by the Tenant, the Landlord may itself undertake the Remedial Work or a part thereof at the cost and expense of the Tenant, which cost shall be paid by the Tenant within 30 days after receipt of an invoice on account thereof. The Landlord, at its own cost shall be entitled to retain its own consultants to monitor all aspects of the Remedial Work including the determination of what Remedial Work is necessary;
- (h) The Landlord or its agents may at any time and from time to time on 24 hours' prior written notice to the Tenant, enter the Leased Property to inspect the Leased Property and any records reasonably considered to be relevant to confirm compliance by the Tenant with all Environmental Laws and covenants hereunder or to identify the existence, nature and extent of any Hazardous Substances on the Leased Property and the Tenant's use, storage and disposal of any Hazardous Substances. The Tenant agrees to cooperate with the Landlord and its agents in their performance of each such inspection. If the Landlord, acting reasonably determines following any such inspection, that further testing or investigation is required in order to monitor the Tenant's compliance with all Environmental Laws and covenants hereunder, the Landlord may require the Tenant, at the Tenant's expense, to arrange for such testing or investigation or may arrange for such testing or investigation itself, in which case the Landlord's costs of any such testing

or investigation shall be paid by the Tenant to the Landlord within 30 days after receipt of an invoice on account thereof. The inspection contemplated by this Section 25(h) shall include, without limitation, the right to undertake soil, ground water, environmental or other tests, measurements or surveys in, on or below the Leased Property.

- (i) Upon the expiration or earlier termination of this Lease, the Tenant at its sole cost and expense:
  - (i) will have made a complete disclosure of all material facts and circumstances relating to environmental conditions, which to the knowledge of the Tenant have existed or exist on the Leased Property which in any manner might affect the future use of the Leased Property;
  - (ii) will ensure there are no outstanding, pending or threatened orders, directives or other requirements under any Environmental Law having jurisdiction relating to the Tenants use or occupation of the Leased Property;
  - (iii) will prevent, ameliorate or eliminate all environmental effects arising from its use of the Leased Property and will restore the natural environment in compliance with the most recent Environmental Laws and guidelines.

## 26. Improvements and Upkeep on the Leased Property

The Tenant covenants and agrees with the Landlord to the following:

- (a) The Tenant will at the earliest reasonably possible time, having regard to all the circumstances, erect and construct on the Leased Property the Corner Brook Regional Recreation Centre, and initiate any Improvements as the Tenant deems necessary, to be used and occupied by the Tenant throughout the Term as in this Lease provided. The Landlord acknowledges and agrees that it has already reviewed and consented to the design-build conceptual drawings for the Corner Brook Recreation Centre. The Tenant agrees to seek approval of the Landlord for any changes that may impact the operations of the Landlord's adjacent property;
- (b) The Tenant shall ensure that all work performed on the Leased Property, including erection, construction, upkeep, maintenance and Improvements of the Corner Brook Regional Recreation Centre, are in accordance with applicable Laws and industry standards;
- (c) The Tenant shall ensure throughout the Term the Leased Property is properly maintained and is kept in a good state of repair;
- (d) To build, construct or install such roadways and sidewalks as are in the opinion of the Tenant reasonably necessary for the general public to conveniently use the Leased Property for the purpose of using the Corner Brook Regional Recreation Centre and to obtain access thereto from the public roadways adjoining the



Leased Property, and to maintain the parking areas reserved for the use of the Tenant and walkway from such parking areas to the entrance of the Corner Brook Regional Recreation Centre;

- (e) Provide for the removal of snow in respect of any sidewalks, roads and parking areas reserved primarily for the use of the Tenant on the Leased Property;
- (f) Provide on the Leased Property suitable parking area for its employees, agents, and visitors , provided that parking arrangements for the Corner Brook Regional Recreation Centre shall do nothing to reduce the total number of parking spaces for use by the Landlord on the Landlord's campus;
- (g) Be responsible for landscaping of the Leased Property and the care and maintenance thereof;
- (h) Make suitable arrangements for the removal of garbage on the Leased Property;
- (i) To install or cause to be installed upon or beneath the Leased Property such transmission lines, conduits, pipes, fittings, transformers and other appurtenances as may be required to convey to or from any building or structure upon the Leased Property, the following utility services:
  - (i) If applicable, pressurized hot water from such point or points in the Landlord's pressurized hot water line or other supplier thereof as the Landlord or such other supplier may designate;
  - (ii) Water from such point or points in waterlines owned or operated by the Tenant;
  - (iii) Electricity from such point or points in the Landlord's electrical power distribution system as the Landlord may designate;
  - (iv) Telecommunication and internet services and any other broadband service from such point or points in transmission lines or means of delivery owned by a service provider or other supplier of the same as the case may designate.
- (j) The Tenant covenants and agrees with the Landlord that the supply of all utility services that may be required for the Corner Brook Regional Recreation Centre and all the cost and expense incurred in respect thereto, including all cost associated with movement of Landlord's existing water lines and creation of new water lines for use of the Landlord and Tenant, shall be the sole cost and responsibility of the Tenant. The Tenant covenants and agrees that neither the Leased Property and other lands owned by the Landlord or either of them shall in any way be assessed or charged with all or any portion of such installation costs and any maintenance costs of such utility services by the suppliers of the same. In the event the Landlord for its own purposes and for the benefit of the property owned by the Landlord (other than the Leased Property) from time to time uses

the lines, pipes, conduits, or other methods of delivery of such utility services to the Leased Property the Landlord shall not (as between the Landlord and the Tenant) be liable for nor in any way obliged to contribute to the original cost of the installation of the same.

- (k) The Landlord shall, if so requested by the Tenant at any time or times during the Term, grant to the Tenant the Utility Way and rights of way as the Tenant may reasonably require for the installation, maintenance and repair, at the Tenant's expense, of utility services and other equipment and facilities related thereto, or any of them, on, over and under any of the Landlord's lands other than the Leased Property, provided, that upon completion of any excavation work required for any such installation, maintenance and repair, the Tenant will, without delay, restore the surface of the ground including paved surfaces, as nearly as possible to its original condition and repair any subsidence that may occur by reason of any such installation, maintenance or repair.
- (l) The Tenant shall have the right from time to time, with prior written consent of the Landlord, to construct, alter, expand, demolish, reconstruct or replace all or any part of the Corner Brook Regional Recreation Centre.

#### 27. Construction of Corner Brook Regional Recreation Centre and Improvements

A project committee (the "**Project Committee**") shall be provided information and consulted during the construction of the Corner Brook Regional Recreation Centre and Improvements as set out in **Schedule C**.

In constructing the Corner Brook Regional Recreation Centre and any Improvements on the Leased Property, the Tenant will proceed with all due diligence and will cause all work to be done in a good and workmanlike manner and will do all acts and things required by, and perform the work in accordance with, all applicable building and zoning ordinances and with all applicable Laws, including all bidding, tendering and procurement Laws. The Tenant shall ensure that all contractors, subcontractors, suppliers, or any of their respective representatives performing work on the Leased Premises maintain in good standing adequate insurance and performance security for the work they are performing.

If construction of the Corner Brook Regional Recreation Centre has not commenced by December 31, 2023, or such other date as mutually agreed by the parties (the "**Outside Date**"), either Party may terminate this Lease on 90 days prior written notice given to the other.

The Tenant also covenants and agrees that prior to erecting or constructing the Corner Brook Regional Recreation Centre upon the Leased Property it will, through the Project Committee, consult with the Landlord respecting:

- (a) The plot plan of the Corner Brook Regional Recreation Centre, its location and elevation on the Leased Property, the proposed landscaping thereof, vehicle and pedestrian approaches, and the location of all utility services and parking lots for motor vehicles;

- (b) the plans and specifications of the proposed Buildings to be used for the Corner Brook Regional Recreation Centre, so that the Landlord may review the interior and exterior appearance of any Buildings within the Corner Brook Regional Recreation Centre and be reasonably satisfied that it is architecturally and aesthetically acceptable to the Landlord;
- (c) contract or contracts with the Tenant or any other party designated by the Tenant for the landscaping of the Leased Property and for the care and maintenance thereof during the Term; and
- (d) any other design, construction, or maintenance aspects of the Corner Brook Regional Recreation Centre that the Landlord desires to be consulted regarding.

#### 28. Replacement

The Tenant may from time to time during the Term, with the prior written consent of the Landlord, demolish or cause to be demolished all or part of any Buildings and Improvements constructed from time to time on the Leased Property and shall upon any such demolition, make or permit to be made replacements or substitutions of such Buildings and Improvements provided that such replacements or substitutions are of a reasonable standard of quality for the use of the Tenant as a Corner Brook Regional Recreation Centre. Provided further, that prior to demolition of Buildings or Improvements constructed from time to time on the Leased Property in preparation for replacement or substitution thereof the Tenant shall have given the Landlord reasonable evidence of its financial ability to complete the proposed replacement or substitution. All replacement or substitutions or other work undertaken by or for the Tenant once begun shall be prosecuted with reasonable diligence to completion.

### **ARTICLE 5 - REPAIRS AND MAINTENANCE**

#### 29. General

Except as may be set out in the Operating Agreement, the Landlord shall not be obliged to furnish any services or facilities to the Leased Property, nor to make repairs or alterations to or replacements of, any Buildings or Improvements constructed thereon, save and except for any damage caused by the Landlord, its officers, employees or agents. The Tenant hereby assumes full responsibility for the condition, operation, repair, general maintenance and management of the Leased Property and the Buildings and Improvements constructed thereon.

#### 30. Tenant Obligated to Repair

During the Term, the Tenant shall, at its own cost and expense, repair and maintain in good order and condition, or shall cause to be repaired and maintained in good order and condition, the Buildings and Improvements located on the Leased Property. Such repair and maintenance shall be in all respects to the standard which would be maintained by a prudent manager of a building similar in size, quality, construction, and age situated on a similar site and shall meet the requirements of municipal or governmental authorities having jurisdiction and the requirements of fire insurance underwriters insuring the Building from time to time to the extent necessary to

maintain such insurance in good standing. Such obligation to repair and maintain shall not be construed as limiting the right of the Tenant, pursuant to Section 28 to alter, demolish, reconstruct or replace any buildings or improvements in lieu of repairing them.

## **ARTICLE 6 - INSURANCE**

### **31. Construction Insurance**

During construction of the Buildings and Improvements on the Leased Property, the Tenant shall ensure that it's building contractor effects, maintains and keeps in force, until completion of such Buildings and Improvements, an all risks builders insurance policy, performance bonds, and labour and materials bonds sufficient to protect the respective Landlord's and the Tenant's interests as well as the interests of any Freehold or Leasehold Mortgagee of the Leased Property (without rights of cross claim or subrogation against the Landlords, the Tenants) from damage to the Buildings and Improvements, fixtures, equipment and building materials on the Leased Property from time to time, during demolition and construction (which may be by policies effective from time to time covering the risks during different phases of demolition and construction) by an "all risks" form, including resultant damage from error in design and faulty workmanship, and, to the extent available and generally obtained by owners of similar properties in Newfoundland and Labrador, to the full Replacement Cost thereof at all times and in any event in an amount sufficient to prevent the Landlords from being deemed to be a co-insurer.

### **32. Tenant to Maintain "All Risks" Property Insurance**

The Tenant shall, from and after the date of execution and delivery of the Lease, insure or cause to be insured and keep insured or cause to be kept insured the Buildings and Improvements and all other insurable property from time to time forming part of the Leased Property in an amount not less than 100% of the full Replacement Cost from time to time thereof against loss or damage by perils of "all risks" (being the perils from time to time included in the standard "all risks" policy issued by insurers from time to time) including flood and earthquake to the extent available and generally obtained by owners of similar properties in Newfoundland and Labrador.

### **33. Tenant to Maintain Insurance on Boiler and Machinery**

In the event that, and so long as, boiler and pressure vessels are installed and maintained on the Leased Property, the Tenant shall maintain or cause to be maintained, from and after the date of execution and delivery of this Lease, comprehensive boiler and machinery insurance on a repair and replacement basis, in such amount as is normally maintained by prudent owners of similar properties in the Newfoundland and Labrador.

### **34. Deductibility**

The Tenant may at its option effect or cause to be effected the insurance required to be maintained hereunder under a policy or policies in the amounts required less a reasonable deductible amount, the loss with respect to which would be required to be borne by the Tenant.

### 35. Public Liability Insurance

The Tenant shall, from and after the date of execution and delivery of this Lease, effect and maintain or cause to be effected and maintained comprehensive public liability insurance on an occurrence basis against claims for personal injury, death or property damage suffered by others arising out of the operations of the Tenant or its subleasees on the Leased Property, indemnifying and protecting the Landlord and the Tenant in such amounts and to such extent as may from time to time be usual and prudent for companies operating or owning similar properties in equivalent locations which amount shall not under any circumstances be less than 5 million Dollars (\$5,000,000.00) for any personal injury, death, property damage or other claim in respect of any one accident or occurrence, and without limitation of the foregoing, with provisions for cross liability and severability of interests. The insurance policy or policies placed by the Tenant pursuant to this Section 35 shall be primary and shall be fully exhausted before calling into contribution any insurance available to the Landlord. Any additional insurance placed by the Landlord on its own behalf shall be in excess of the primary insurance required under this Section 35. During the course of construction of the Corner Brook Regional Recreation Centre and any other Buildings or Improvements, the liability insurance required under this section shall be a "wrap-up" type including all interests.

### 36. General

All insurance to be provided pursuant to this Article 6 shall be in amounts and placed with insurers from time to time approved by the Landlord, acting reasonably and shall contain a waiver by the insurer of subrogation against the Landlord.

### 37. Non-Cancellations

Each of the policies of insurance provided pursuant to this Article 6 shall contain an agreement by the insurer to the effect that it will not cancel or alter such policy prior to its expiration, whether by reason of non-payment of premium, non-fulfillment of condition or otherwise, except after 30 days' prior written notice to the Landlord and to any Freehold and Leasehold Mortgagees named in such policy.

### 38. Premiums and Evidence of Payment Thereof

The Tenant shall duly and punctually pay or cause to be paid all premiums and other sums of money payable for maintaining the insurance to be provided pursuant to this Article 6. The Tenant will produce to the Landlord as soon as reasonably feasible, and in any event within 30 days, prior to the expiry of any policy of insurance placed pursuant to this Article 6, evidence of the renewal or replacement of such insurance and shall make available upon request evidence of every payment of all premium and other sums of money payable for maintaining such insurance in force upon the Buildings and Improvements and the Leased Property.

### 39. Loss Payable

The loss payable under any and all property insurance policies maintained by the Tenant insuring against damage to the Leased Property by any covered perils (including, without limitation, those

policies required under Article 6), shall be payable to the Tenant. Such proceeds of insurance shall be applied by the Tenant to the cost of repairing, demolishing, rebuilding, or replacing the damaged portions of the Leased Property, in accordance with Sections 26, 27, 28 and 40 of this Lease. If the Tenant exercises its termination right in Section 40 of this Lease, then all proceeds of property insurance payable for the total or substantial damage or destruction of the Leased Premises shall belong to and be paid to the Tenant, except for any portion of the insurance proceeds attributable to the Landlord's reversionary interest in the Leased Property which shall be paid to the Landlord.

#### 40. Damage and Destruction

- (a) **Damage and Destruction.** If, during the Term, all or any part of the Leased Property shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, neither the Tenant nor the Landlord may terminate this Lease (subject to Section 40(c) below), the Tenant may not surrender possession of all or any part of the Leased Property and there shall be no abatement of Rent nor reduction of other amounts payable by the Tenant under this Lease, notwithstanding any applicable laws to the contrary.
- (b) **Repair, Demolish, Rebuild, or Replace.** If, during the Term, all or any part of the Leased Property shall be destroyed or damaged in whole or in part by fire or other casualty (including any casualty for which insurance was not obtained or obtainable) of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, the Tenant, at its expense, shall repair, rebuild, replace or demolish such damaged or destroyed Improvements on the Leased Property, in accordance with Sections 26, 27 and 28 of this Lease, as soon as reasonably possible after the occurrence of the damage or destruction. The Tenant shall use the proceeds from the property insurance (except for any business interruption insurance) it maintains under Article 6 of this Lease to pay for such repair, demolition, rebuilding or replacement, and to the extent the insurance proceeds are not enough to cover all the costs and expenses thereof, the Tenant shall be responsible to pay for any shortfall. In no event shall the Landlord be obligated to repair, demolish, rebuild or replace all or any part of the Leased Premises or pay any of the costs or expenses thereof.
- (c) **Tenant's Early Termination Right for Damage of Destruction.** If all or 80% (based on area) or more of the Leased Property are totally or substantially damaged or destroyed by fire or any other casualty in the last half of the Term, then the Tenant may terminate this Lease within four (4) months after the occurrence of such damage or destruction on forty five (45) days prior written notice to the Landlord. If the Tenant exercises its right to terminate under this Section 40(c), then on the termination date the Tenant shall surrender the Leased Premises to the Landlord in accordance with this Lease, except that the Tenant, at its expense, shall promptly cause to be constructed on the Leased Property facilities comparable to

those existing on the Leased Property as of the execution date of this Lease. Such facilities shall be acceptable to the Landlord acting reasonably and shall be constructed in accordance with then applicable Laws and industry standards.

#### 41. Landlord's Right to Insure

The Tenant shall immediately advise the Landlord of any cancellation, material alteration or lapse of any policies of insurance required to be provided hereunder, and in no circumstances shall the Tenant fail to advise the Landlord within five (5) days of any cancellation, material alteration or lapse or any policies of insurance. If the Tenant fails to effect and keep such insurance in force, or should such insurance be in an amount less than the amount approved by the Landlord, the Landlord shall have the right, upon written notice to the Tenant, without assuming any obligation in connection therewith, to effect such insurance at the cost of the Tenant and all outlays by the Landlord shall be immediately payable by the Tenant to the Landlord as Additional Rent without prejudice to any other rights and recourses of the Landlord hereunder. No such insurance taken out by the Landlord shall relieve the Tenant of its obligations to insure hereunder and the Landlord shall not be liable for any loss or damage suffered by the Tenant in connection therewith.

### ARTICLE 7- INDEMNITY

#### 42. General

The Parties shall release, indemnify and save harmless one another from any and all Losses (including legal fees and other professional costs) related to or resulting from, directly or indirectly:

- (a) Any breach, violation or non-performance of any covenant, obligation or agreement of the indemnifying Party under this Lease;
- (b) any damage to property howsoever occasioned by use and occupation of the Leased Property by the indemnifying Party or any person for which it is responsible for at law and any injury to any person or persons including death resulting at any time therefrom, occurring in or on the Leased Property or any part thereof occasioned by use and occupation of the Leased Property a Party or any person for which it is responsible for at law;
- (c) any contract, lien, privilege, mortgage, charge or encumbrance on the Leased Property arising from or occasioned by the act, default or negligence of the indemnifying Party, its officers, agents, servants, employees, contractors, customers, invitees or licensees; and such indemnification shall survive the termination of this Lease, any provision in this Lease to the contrary notwithstanding;
- (d) failure of the indemnifying Party to comply with any applicable Law, including all Environmental Laws; and

- (e) the Tenant shall save harmless and indemnify the Landlord from any and all Losses that occur during the erection and construction of the Corner Brook Regional Recreation Centre, including any Losses resulting from third party contractors.

#### ARTICLE 8- DISPOSITIONS

##### 43. Assigning and Subleasing

The Tenant covenants and agrees not to, during the Term of the Lease, assign, transfer or set over or otherwise by any grant or deed or otherwise procure this Lease, the Leased Property, to be assigned, transferred, set over, or sublet to any person, persons or firm or corporation(s), except:

- (a) in accordance with the Operating Agreement, or
- (b) with the prior written consent of the Landlord which consent may not be unreasonably withheld. Consent shall be provided or withheld within 30 days of a notice of a request being received by the Landlord.

##### 44. Tenant's Right to Mortgage

Notwithstanding the provisions of Section 43, the Tenant shall have the right at any time and from time to time to grant a Mortgage of the leasehold estate created hereby and to make, by way of security, assignments of subleases and rents, and to extend, modify, renew, or replace any such Mortgage or assignment, provided however, that the Landlord shall be given written notice of each such Mortgage or Assignment by way of security together with the name and address of such Leasehold Mortgagee or Assignee. From and after receiving the written notice neither the Landlord or Tenant shall cancel, terminate or surrender this Lease, or make any modification or amendment which would adversely affect such Leasehold Mortgagee or Assignee without the prior written consent of the Leasehold Mortgagee, acting reasonably.

The Landlord and Tenant shall execute any further documentation and amend this Lease to include any provision that a proposed Leasehold Mortgagee may reasonably request; provided however, that such provision implements Leasehold Mortgagee protection provisions in this Lease or preserves the Mortgage on the occurrence of any event of default under this Lease. Such amendments shall neither affect the Rent or Term provided for in this Lease nor materially adversely affect any other rights of the Landlord under this Lease. All such requested amendments shall be at the sole cost and expense of the Tenant.

##### 45. Rights of Leasehold Mortgagee

The Leasehold Mortgagee may enforce such Mortgage and acquire title to such leasehold estate in any lawful way, and, without limitation, the Leasehold Mortgagee may by its representative or by a receiver, as the case may be, take possession of and manage the Leased Property and the Corner Brook Regional Recreation Centre and any Improvements thereon, and upon foreclosure of, or without foreclosure, upon exercise of any contractual or statutory power of sale under, such Mortgage, may sell or assign the leasehold estate, and the Leasehold Mortgagee shall be



liable to perform the obligations imposed on the Tenant by this Lease only so long as the Leasehold Mortgagee has ownership or possession of such leasehold estate.

#### 46. Recognition of Certain Space Subleases

Whenever required by the Tenant, the Landlord shall recognize by a non-disturbance agreement any sublease made by the Tenant and permitted under this Lease, so as to confer upon such sublessee, while not in default under its sublease, security of tenure in accordance with its sublease and the right and obligation to continue as a tenant of the Landlord in the event of any termination of this Lease for default hereunder prior to the expiration of the Term (in each case upon the terms of its sublease), and from time to time to enter into any instruments appropriate to accomplish such purpose, provided in each case that:

- (a) the Landlord shall have been provided with a copy of the sublease or proposed sublease in respect of which such subordination is required; and
- (b) such sublease has been or is to be entered into by the Tenant in good faith, at arm's length, at a rent and otherwise upon terms which are reasonable in all the circumstances.

Such non-disturbance agreement shall further provide that upon termination of this Lease, the Sub-lessee shall attorn and the Landlord shall recognize the sublease. The reasonable costs of the Landlord in reviewing and executing such non-disturbance agreements shall be for the account of the Tenant.

#### 47. Effect of Assignment

No disposition by way of assignment or sublease by the Tenant of this Lease or of any interest under this Lease shall relieve the Tenant from the performance of its covenants, obligations or agreements under this Lease and the Tenant shall continue and remain contractually bound hereunder.

### **ARTICLE 9 - LESSOR'S REMEDIES**

#### 48. Right of Re-Entry

The tenancy granted by this Lease is expressly subject to the condition that if the Tenant fails to pay the Rent or other monies required to be paid by the Tenant hereunder, or if the Tenant fails to observe, perform and keep any of the covenants, provisos or stipulation to be observed, performed or kept by the Tenant hereunder and if such failure shall continue for a period of ninety (90) days after notice to the Tenant in writing of such failure, then, (unless the Tenant is within the said period of ninety (90) days taking all necessary steps to remedy any default which reasonably requires more than ninety (90) days to remedy, is proceeding thereafter to remedy the same with reasonable diligence and has provided to the Landlord, if requested by the Landlord, reasonable evidence satisfactory to the Landlord as to the steps being taken by it toward remedying the same) this Lease shall cease and terminate and the Landlord, in addition to any and all other remedies it may have may immediately re-enter and take possession of the

Leased Property and all the buildings, and improvements thereon and therein.

The Landlord shall also have all remedies, including damages and injunction, available to the Landlord at law or in equity arising upon any default by the Tenant under this Lease, but subject to the provisions of this Section 48:

- (a) the waiver by one party of the breach or default by the other of any of the covenants herein contained shall not prejudice the rights of that party in respect of any future or other breach of any covenant;
- (b) subject to compliance with the Tenant's reasonable requirements with respect to the security and confidentiality of the Tenant's operations in effect in and upon the Leased Property and subject to 48 hours prior notice being given by the Landlord to the Tenant (save and except for an emergency situation in which case no notice is required), the Landlord or the Landlord's agent shall have the right at reasonable times and intervals to enter and examine the Leased Property and the Corner Brook Regional Recreation Centre.

If the Landlord is entitled to exercise its rights and remedies as a Landlord consequent upon a breach or non-performance by the Tenant, the remedy of re-entry and termination of this Lease shall not be exercisable other than in respect of a default which consists of non-payment of Rent or other moneys due to the Landlord, or a non-monetary default which is a major default in the context of this Lease.

#### 49. Remedies of Landlord are Cumulative

The remedies of the Landlord specified in this Lease are cumulative and are in addition to any remedies of the Landlord at law or equity. No remedy shall be deemed to be exclusive, and the Landlord may from time to time have recourse to one or more or all of the available remedies specified herein or at law or equity.

#### 50. Application of the Mechanics' Lien Act

The Tenant shall not suffer or permit any lien under the *Mechanics' Lien Act*, RSNL 1990, c M-3 (as amended, re-enacted or replaced from time to time) or any like statute to be filed or registered against the Landlord's interest in the Leased Property, by reason of work, labour, services or materials supplied or claimed to have been supplied to the Tenant or anyone holding any interest in any part through or under the Tenant. If any such lien shall at any time be filed or registered, the Tenant shall, at its sole cost and expense, procure registration of its discharge within 30 days after the lien has come to the notice or knowledge of the Tenant; provided, however, that should the Tenant desire to contest in good faith the amount or validity of any lien and shall have so notified the Landlord, and if the Tenant shall have deposited with the Landlord's solicitor in trust, or paid into court to the credit of any lien action, the amount of the lien claimed plus a reasonable amount for costs, then the Tenant may defer payment of such lien claim for a period of time sufficient to enable the Tenant to contest the claim with due diligence, provided always that the Landlord's interest in the Leased Property and the improvements thereon shall not thereby become liable to forfeiture or sale. The Landlord may, but shall not be obliged to,

discharge any lien filed or registered at any time if in the Landlord's judgment, exercised reasonably, the Landlord's interest in the Leased Property and Buildings thereon (or any part thereof) becomes liable to immediate forfeiture or sale or is otherwise in jeopardy, and any amount paid by the Landlord in so doing, together with all reasonable costs and expenses of the Landlord, shall be reimbursed to the Landlord by the Tenant on demand and may be recovered as Additional Rent in arrears. Nothing herein contained shall authorize the Tenant or imply any consent or agreement on the part of the Landlord, to subject the Landlord's estate and interest in the Leased Property to any lien.

#### **ARTICLE 10 - QUIET ENJOYMENT**

##### **51. Right of Tenant**

If the Tenant pays the Rent hereby reserved and performs the covenants on its part contained herein, the Tenant shall and may peaceably enjoy and possess the Leased Property during the Term, without any interruption or disturbance whatsoever from the Landlord or any other person, firm or corporation lawfully claiming from or under the Landlord.

##### **52. Buildings and Fixtures**

The portions of the Buildings and Improvements located on the Leased Property or in the Corner Brook Regional Recreation Centre which are fixtures to the Leased Property, subject to the provisions of Sections 13 and 14, are intended to be and become the absolute property of the Landlord upon the expiration or termination of this Lease, but as between the Landlord and the Tenant during the Term shall be the separate property of the Tenant subject to and governed by all the provisions of this Lease applicable thereto; provided that the Landlord's absolute right of property in the portions of the Buildings and Improvements to the extent that they are located upon the Leased Property which will arise upon the termination of this Lease shall take priority over any other interest in portions of the Buildings and Improvements constituting the Corner Brook Regional Recreation Centre which may now or hereafter be created by the Tenant, and that all dealings by the Tenant with the Buildings and Improvements which in any way affect title thereto shall be subject to this right of the Landlord, and the Tenant shall not assign, encumber or otherwise deal with its entire interest in the Buildings or Improvements separately from any permitted dealing with the entire interest of the Tenant under this Lease, to the intent that no person shall hold or enjoy any interest in this Lease acquired from the Tenant who does not at the same time hold a like interest in the Buildings and Improvements located on the Leased Property; provided that nothing herein contained shall prevent the Tenant or any sublessee from removing any fixtures which are in the nature of ornamental or trade fixtures provided the Tenant shall make good any damage caused by such removal.

#### **ARTICLE 11 - COMPLIANCE WITH APPLICABLE LAWS**

##### **53. General**

The Tenant shall comply with all Laws applicable to the Leased Property including, without limitation, federal and provincial legislative enactments, zoning and building by-laws (where

applicable), and any other governmental or municipal regulations or agreements which relate to the demolition or construction of buildings and to the equipping of and maintenance, operation and use of buildings and public ways adjacent thereto and to the making of any repairs, replacements, alterations, additions, changes, substitutions or improvements of or to the Buildings and Improvements of the Corner Brook Regional Recreation Centre or any part thereof to the extent the same are applicable to the Landlord's interest in the Leased Property and the Improvements thereon. The Tenant shall also comply with all police, fire and sanitary regulations imposed by any federal, provincial or municipal authorities and with the requirements made by fire insurance underwriters to the extent required in order to keep insurance in force and observe and obey all governmental and municipal regulations and other requirements governing the conduct of any businesses conducted on the Leased Property or in the Buildings. Non-compliance by the Tenant with any of the provisions of law or regulations referred to in this Section 53 shall not constitute a breach by the Tenant of any covenant in this Section 53 if, during any period of such non-compliance, the Tenant or a sublessee is actively contesting the validity or interpretation of such provision of law or regulation.

#### 54. Contestation by the Tenant

The Tenant, upon giving such security as may be required to prevent the enforcement by forfeiture or sale against the Landlord's interest in the Leased Property of any lien, privilege, mortgage, charge, encumbrance or adverse claim with respect to or which affects or might affect the Landlords' interest in the Leased Property (and for which, not being an encumbrance created by the Landlords, the Tenant is accordingly responsible) and for the payment by it of all interest penalties and costs which may accrue thereon during such contest shall have the right at its expense by appropriate proceedings conducted diligently and in good faith:

- (a) to contest or apply for reduction of the amount, legality or mode of payment of all utility charges, Taxes, rates, duties, charges, assessments or fees of any nature whatsoever, to contest any claim for lien (except a mechanic's lien covered by Section 50) levied or charged in respect of the Leased Property or any part thereof, and to contest any statute, law, by-law, ordinance, regulation or order affecting the Leased Property or any part thereof; and
- (b) to intervene in any expropriation proceedings, to defend and to prosecute any claims and in general to take any appropriate action to protect and enforce any rights or interest they may acquire by virtue of this Lease.

#### 55. No Default During Contestation

During the period of any contest, application or action made or taken by the Tenant, no default shall be deemed to have occurred in the performance of the covenant, obligation or agreement under this Lease which is the subject matter of such contest, application or action; provided, however, that during the period of any such contest, application or action there shall be no abatement of Rent by reason of this Section 55.

56. No Sale or Forfeiture

Provided always that no contestation by the Tenant shall be conducted in such a manner as to permit the loss of the Leased Property and the Buildings and Improvements through sale or forfeiture.

57. Assistance of Landlord

At the request of the Tenant, the Landlord will execute and deliver all appropriate papers which may be necessary or proper to permit the Tenant to contest the validity of any lien, privilege, mortgage, charge, encumbrance or adverse claim pursuant to this Article 11 and will, at the expense of the Tenant, co-operate in any proceeding brought by the Tenant so long as such actions and co-operation do not prejudice the Landlord's interest.

**ARTICLE 12 - ESTOPPEL CERTIFICATES**

58. General

The Landlord and the Tenant shall at any time and from time to time, so long as this Lease shall remain in effect, upon not less than 15 days' prior written request by the other Party, execute, acknowledge and deliver to the other Party a statement in writing certifying that this Lease is not modified and in full force and effect (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), the dates to which the Rent and other charges if any, have been paid in advance, the defaults, if any on the part of the Party requesting such statement known to the Party from whom such statement is requested and the action taken or proposed to be taken by such last mentioned party with respect to the same; it being intended that any such statement delivered pursuant to this Article 12 may be relied upon by any prospective purchaser of the Landlord's freehold estate, Freehold Mortgagee, assignee or sublessee of the Tenant's leasehold estate or Leasehold Mortgagee, as the case may be. The rights of the Parties under this Article 12 may be exercised on their behalf, in the case of the Landlord by any Freehold Mortgagee and in the case of the Tenant by any Leasehold Mortgagee.

**ARTICLE 13 - GENERAL PROVISIONS**

59. General Covenant of the Tenant

The Tenant covenants with the Landlord:

- (a) to pay Rent; and
- (b) to observe and perform all its covenants and obligations under this Lease.

60. General Covenants of the Landlord

The Landlord covenants with the Tenant:

- (a) for quiet enjoyment;
- (b) to observe and perform all its covenants and obligations under this Lease; and

- (c) that the Landlord has good and marketable title to the Leased Property in fee simple and that there are no leases, tenancies, agreements, encumbrances, liens or defects in title affecting the Leased Property or the right of the Landlord to grant this Lease.

#### 61. Approvals, Covenants and Agreements

Where by a provision of this Lease an approval, consent or agreement (hereinafter in this Section 61 individually or collectively referred to as an **Approval**) is required, unless the contrary is expressly provided:

- (a) the Party whose approval is required will within 15 days, after receipt of a request for approval, accompanied in all cases by reasonable detail if the circumstances require, notify the requesting Party in writing either that it approves, or that it withholds its approval, setting forth in reasonable detail its reasons for withholding;
- (b) if the notification referred to in Section 61(a) is not given within the applicable period of time, the Party whose approval is requested will be deemed conclusively to have given its approval in writing; and
- (c) an approval may not be unreasonably withheld.

#### 62. Registration of Lease

All costs incurred in the registration of this Lease shall be borne by the Tenant.

#### 63. Interest on Payments

All payments by the Tenant to or on behalf of the Landlord or by the Landlord to or on behalf of the Tenant which are required or permitted to be made under this Lease, shall, unless this Lease indicates otherwise, bear interest in or arrears in an amount equal to the Prime Rate plus one per cent (1%) per annum.

#### 64. Excusable Delay

If, because of a circumstance beyond the control of a Party or a Leasehold Mortgagee the Party or the Leasehold Mortgagee is delayed in performing or observing a covenant or in complying with a condition under the Term of this Lease that it is required to do by a specified date or within a specified period of time, and if the circumstance is neither caused by the default or act of commission or omission of that Party or Leasehold Mortgagee nor avoidable by the exercise of reasonable effort or foresight by that Party or Leasehold Mortgagee, the date or period of time by or within which it is to perform, observe or comply will be extended by a period of time equal to the duration of the delay. Nothing in this Section 64, however, excuses a delay caused by lack of funds or other financial circumstances or excuses the Tenant from paying Rent when such is due and payable.

#### 65. Relationship of Parties

The provisions contained in this Lease shall not be deemed to create any relationship other than that of lessor and lessee as to the Leased Property.

#### 66. Easements

The Landlord and Tenant shall execute or join in documents appropriate to subordinate and subject their respective interests in the Leased Property to easements, rights of way and like interests which it is necessary or expedient to grant from time to time to any municipal or other public authority or public utility for any public or quasi-public purpose or in order to secure services or other privileges or advantages benefiting the Leased Property and which do not substantially impair the value of the Leased Property.

#### 67. Notice

All notices, demands, requests and payments (including Rent) which may be or are required to be given pursuant to this Lease shall be in writing and shall be sufficiently given if served personally upon any officer of the Party for whom it is intended, sent by telex or mailed, prepaid and registered.

In the case of the Landlord, addressed to it, as follows:

To: Grenfell campus, Memorial University of Newfoundland and Labrador  
Arts & Science Building / Room AS 280  
20 University Drive, Corner Brook A2H 5G4

Attention: Director, Facilities Management and Ancillary Services  
and  
Vice President (Grenfell Campus)

In the case of the Tenant, addressed to it as follows:

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

Attention: City Manager

or at such other address in Canada as the Parties may from time to time advise by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery if such notice, demand or request is served personally, by registered mail, courier, or facsimile.

68. Amendment

This Lease may not be modified or amended except by instrument in writing or equal formality herewith signed by the Parties or by their successors and assigns.

[Execution page follows.]



IN WITNESS WHEREOF the Parties have executed this Lease as of the \_\_\_\_ day of \_\_\_\_\_, 2021.

**MEMORIAL UNIVERSITY OF NEWFOUNDLAND**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: : \_\_\_\_\_

\_\_\_\_\_  
Witness

**CITY OF CORNER BROOK**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor or Deputy Mayor

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager or City Clerk

\_\_\_\_\_  
Witness

**SCHEDULE A - LEASED PROPERTY**

## SCHEDULE B – OPERATING AGREEMENT

The Parties shall use commercially reasonable efforts to reach agreement with respect to the Operating Agreement, negotiating in good faith in a manner characterized by honesty in fact and the observance of reasonable commercial standards of fair dealing, and the Operating Agreement shall, at a minimum, address the following:

1. **Parking** – The large existing parking area will be the main parking lot for the Corner Brook Regional Recreation Centre which will be gated and patrons will be required to pay for that parking. . All maintenance of this gated parking lot will be the responsibility of the Tenant. The Tenant’s use of parking facilities for the Corner Brook Regional Recreation Centre shall not cause the Landlord to lose any parking capacity on the Grenfell campus. To ensure the Landlord loses no capacity, the Tenant intends to construct a parking lot on the green space in front of the Bennett Wing, closest to the road, leaving a section of grass between the building and the new parking lot. The Tenant also intends to construct a trail from the parking lot behind the Recplex to University Drive, including any pedestrian crossing control features required.
2. **Cleaning** – Cleaning of the Corner Brook Regional Recreation Centre will be the responsibility of the Tenant.
3. **Maintenance** (interior and exterior) – All maintenance of the Corner Brook Regional Recreation Centre (past the building “threshold”) will be the responsibility of the Tenant. External maintenance responsibilities and responsibilities for any shared systems, including without limitation HVAC, and asphalt and line painting for shared roadways shall be mutually agreed by the parties.
4. **Capital repairs/upgrades** – All capital upgrades on the interior of the Corner Brook Regional Recreation Centre and within the mutually agreed upon externally delineated area shall be the responsibility of the Tenant.
5. **Security and camera viewing** – Internal security will be the responsibility of the Tenant. External security for the gated parking area & the portion of building containing the Corner Brook Regional Recreation Centre will also be the responsibility of the Tenant. The Tenant’s security feeds will not be streamed to the Landlord’s campus security but footage may be provided (subject to any applicable ATIPPA restrictions) if required for Landlord security investigations.
6. **Garbage removal/dumpsters** – Garbage and dumpsters and waste removal pertaining to Corner Brook Regional Recreation Centre operations shall be the responsibility of the Tenant. The location of any dumpsters shall be mutually agreed.
7. **Recycling/composting** – Compliance with provincial or municipal recycling and composting programs for materials resulting from operation of the Corner Brook Regional Recreation Centre shall be the responsibility of the Tenant unless the parties otherwise agree.
8. **Daycare subsidy** – The Landlord shall provide the Tenant with the sum of \$50,000 per year as a subsidy for operation of a child daycare. In exchange for the subsidy, the Tenant will give first priority to students of MUN’s Grenfell campus to reserve childcare spaces for their children. Students shall however, pay the full cost of the childcare service at the same rate as any non-student users of the childcare centre. Rates shall be set by the Tenant and Grenfell students shall be provided with a deadline to reserve a spot for their child prior to the commencement of each academic year.

9. **Gymnasium** - The Tenant shall solely operate the gymnasium and all other aspects of the Corner Brook Regional Recreation Centre, subject to the Landlord's reasonable requirements.

10. **Guaranteed access/memberships/special rate** – The parties will agree on a subsidy from the Landlord and mandatory student fees for usage of the Corner Brook Regional Recreation Centre by students of the Landlord and what benefits that may provide to the Landlord/students.

11. **Operating hours** –The parties will agree to hours of operation for the Corner Brook Regional Recreation Centre.

12. **Interior access from Campus** –Students, faculty and staff of the Landlord will have controlled access to the Corner Brook Regional Recreation Centre from the existing campus building.

13. **Exam requirements** – The Tenant will make best efforts to accommodate student exam periods if the Landlord is unable to come up with an alternative site on campus. The Landlord must make best efforts to arrange an alternative site for exams and provide sufficient notice of its requirement to the Tenant.

14. **Rec Centre as throughway** –The Tenant will allow direct access to campus from existing and new parking areas to students, faculty and staff of the Landlord who hold membership cards so that access (who has entered and exited facility) can be controlled and monitored.

15. **Snow Clearing and Ice Control.** All snow clearing and ice control of the Corner Brook Regional Recreation Centre and associated parking lot will be the responsibility of the Tenant, subject to any agreement made by the parties in respect of shared roadways.

16. **Landscaping.** All landscaping including lawn mowing of the Corner Brook Regional Recreation Centre will be the responsibility of the Tenant, subject to any agreement made by the parties in respect of shared areas.

17. **Term.** The term of the Agreement shall be five (5) years. If, upon expiry of the Agreement, the Ground Lease remains in effect, a renewal of the Operating Agreement shall be negotiated in accordance with "Negotiation and Mediation" below.

### **Negotiation and Mediation**

#### 1. Negotiation

1.1 If the Parties are unable to reach agreement on the terms of the Operating Agreement (whether at or prior to the deadline set out above), the matter shall be referred in writing to appropriate representatives of the Parties. Each party shall designate its representative and in the absence of a Party's specific designation, the designated representatives shall be as follows:

- Tenant – City Manager,

- Landlord –Vice-president (Grenfell Campus).
- 1.2 References to such representatives may be initiated at any time by either Party by Notice to the other Party requesting a review under this Section 1 for the purpose of reaching a negotiated resolution (a **“Review Notice”**).
  - 1.3 Each Party shall be afforded a reasonable opportunity to present all relevant information regarding its position to the other Party’s representative. All information disclosed by a Party shall be treated as confidential.
  - 1.4 The Parties’ designated representatives shall consider the information provided and seek to resolve the Dispute through negotiation.
  - 1.5 Negotiations shall be concluded within 30 days from the date of delivery of the Review Notice or within such extended period as may be agreed in writing by the Parties.
2. **Mediation Phase**
- 2.1 If the Parties have not resolved the matter through negotiation as set out above, either Party (the **“Requesting Party”**) may then request that the matter be referred to non-binding mediation by delivering to the other Party a Notice (a **“Mediation Notice”**) to the other Party containing a written summary of relevant information relative to the matters that remain unresolved and the names of three individuals who are acceptable to the Requesting Party to act as a sole Mediator. Any mediator must be impartial and independent of each of the Parties and be an experienced commercial mediator.
  - 2.2 Within five business days after receiving the Mediation Notice, the receiving Party shall send a written response to the Mediation Notice (the **“Mediation Response”**) to the Requesting Party including its summary of information relating to the matters that remain unresolved and accepting one of the individuals proposed as Mediator in the Mediation Notice, or proposing another individual or individuals, up to a maximum of three, as Mediator.
  - 2.3 Within 10 Business Days after receipt of the Mediation Response by the Requesting Party, the Parties shall attempt to appoint a Mediator. The appointment shall be in writing and signed by the Parties and the Mediator.
  - 2.4 Any mediation commenced under this Mediation Procedure will continue only until the first of the following occurs:
    - (a) the Party in receipt of a Mediation Notice (i) gives notice that it declines to submit the matter to mediation or (ii) or fails to send a Mediation Response;
    - (b) the Parties are unable to agree to the appointment of a Mediator within the time-frames set out above;
    - (c) either Party gives Notice to the other Party that it terminates the mediation;
    - (d) the Mediator provides the Parties with a written determination that the mediation

is terminated because the matter cannot be resolved through mediation;

- (e) the mediation is not completed within 45 days of the appointment of the Mediator or such other time period as the parties ; or
  - (f) the matter is resolved to the satisfaction of the Parties.
- 2.5 The Parties shall participate in good faith and in a timely and responsive manner in the Mediation Procedure. A copy of the Mediation Notice and the Mediation Response shall be delivered to the Mediator within two Business Days after his or her appointment. The Mediator shall, after consultation with the Parties, set the date, time and place for the mediation as soon as possible after being appointed.
- 2.6 The Parties shall provide such assistance and produce such information as may be reasonably necessary, and shall meet together with the Mediator, or as otherwise determined by the Mediator, in order to resolve the Dispute.
- 2.7 Each Party shall each bear its own costs and expenses associated with the mediation, but the Parties shall share the common costs of the mediation equally (or in such other proportions as they may agree), including the costs of or attributable to the Mediator and the facilities used for the mediation.
- 2.8 The mediation will be non-binding except to the extent a written agreement is reached signed by the Parties. The mediation will be conducted on a without prejudice basis.
3. **Arbitration Phase**
- 3.1 If the parties are unable to resolve the matter through negotiation or mediation as set out above, either Party may submit the matter to binding arbitration by giving notice to the other Party (an “**Arbitration Notice**”).
- 3.2 The arbitration will be subject to the *Arbitration Act* (Newfoundland and Labrador) as supplemented and modified by these provisions and as the Parties may otherwise agree.
- 3.3 The arbitration will be heard and determined by one Arbitrator where the Parties agree to arbitration by a single Arbitrator and jointly appoint the Arbitrator within 15 Business Days of the Arbitration Notice. If the Parties do not agree to arbitration by a single Arbitrator and appoint the Arbitrator within such time, the arbitration will be heard by three Arbitrators appointed as set out below.
- 3.4 If the Parties are unable to agree to a single Arbitrator, the arbitration will be heard and determined by three Arbitrators. Each Party shall appoint an Arbitrator of its choice within 20 Business Days after delivery of the Arbitration Notice. The Party-appointed Arbitrators shall in turn appoint a third Arbitrator, who shall act as Chair of the tribunal, within 20 Business Days after the appointment of both Party-appointed Arbitrators. If the Party-appointed Arbitrators cannot reach agreement on a third Arbitrator, or if a Party fails or refuses to appoint its Party-appointed Arbitrator within 20 Business Days after delivery of the Arbitration Notice, the appointment of the Chair of the Tribunal and the third

Arbitrator will be made in accordance with the *Arbitration Act* (Newfoundland and Labrador).

- 3.5 The Parties shall each submit to the panel their proposed form of Operating Agreement, flagging the provisions with which the parties have been unable to reach agreement on.
- 3.6 The arbitration panel will determine a version of the agreement that will stand as the Operating Agreement between the Parties. In so determining the agreement, the panel may compromise between the two versions or combine parts of the two versions to reach an intermediate version.
- 3.7 The form of agreement determined by the panel shall be the Operating Agreement between the Parties binding on the Parties.

## SCHEDULE C – PROJECT COMMITTEE

### 1. **Formation and Purpose**

- 1.1 Upon the execution of this Agreement, a Project Committee is established consisting of up to two representatives each from Memorial and the City.
- 1.2 The purpose of the Committee is to provide and agree on a common understanding of the construction project and project progress

### 2. **Reporting and Approvals**

- 2.1 *Reporting* – The following topics shall be reported upon at meetings of the Project Committee and upon request by the Project Committee:

- (a) safety performance and any environmental issues;
- (b) construction status and schedule;
- (c) other topics as the Project Committee may from time to time determine.

- 2.2 *Approvals* – The City shall submit for approval by the Project Committee any decision that may:

- (a) have a material impact on Memorial’s campus or operations; or
- (b) negatively impact Memorial or it’s students, faculty, or staff.

- 2.3 *Consensus* – The Project Committee shall endeavour to reach consensus on matters submitted to it for approval. If the representatives of the Parties are unable to reach consensus on a matter requiring approval, the issues preventing consensus shall be referred to senior representatives of the Parties for resolution.

### 3. **Meetings**

- 3.1 *Quorum* – One member from each of Memorial and the City shall constitute a quorum.
- 3.2 *Regular Meetings* – The Project Committee shall meet (electronically or in person) at least quarterly or as the Project Committee otherwise decides.
- 3.3 *Calling of Special Meetings* – Either Memorial or the City may call a meeting of the Project Committee by sending notice at least 5 days in advance (or as otherwise unanimously agreed) of the proposed meeting.
- 3.4 *Meeting Materials* – At least 24 hours in advance of all meetings, an agenda shall be circulated of matters to be considered at the meeting with sufficient information to allow members to properly and effectively consider the matters to be discussed at such meeting. Summary minutes shall be taken at the meeting and circulated in advance of the next meeting.



3.5 *Procedures* – The Project Committee may establish procedures for the conduct of its affairs except to the extent otherwise provided in this Schedule.

4. **Duration**

4.1 The Project Committee shall continue to exist until the earlier of:

- (a) the termination of this Ground Lease; and
- (b) the day that is 6 months following Substantial Completion.





# Request for Decision (RFD)

**Subject:** Confirmation of Minutes

**To:**

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** City Manager

**Staff Contact:** Rodney Cumby, City Manager

**Topic Overview:** Ratification of Minutes from Council in Committee Meetings

## BACKGROUND INFORMATION:

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

## PROPOSED RESOLUTION:

### **Council in Committee Meeting - 28 June 2021**

It is RESOLVED to approve Minute CC21-010 - Approval of Agenda

RESOLVED to approve the agenda as circulated

It is RESOLVED to approve Minute CC21-012- Contract Negotiations with Preferred Design-Build Team for Regional Recreation Center

RESOLVED to grant staff permission to enter into negotiations with the highest scoring Design-Build team, Pomerleau, for the Corner Brook Regional Recreation Centre.

### **Council in Committee Meeting - 8 November 2021**

**It is RESOLVED to approve Minute CC21-031**

RESOLVED to authorize staff to submit the following projects for the 2022-2023 Investing in Canada Infrastructure Program funding in priority order:"

1. Deep Gulch Brook Culvert Replacement 2. Wastewater Treatment Site Construction Phase 1 3. Curling/Westside Reservoir (c/w transmissions line & control building) 4. Retaining Wall - Curling Street 5. Smart Card System

### **Council In Committee Meeting - 22 November 2022**

**It is RESOLVED to ratify Minute CC21-037 - Approval of Agenda**

RESOLVED to approve the agenda as circulated.

## GOVERNANCE IMPLICATIONS:

Legislation- City of Corner Brook Act- Section 41(3)

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City Manager





# Information Report (IR)

**Subject:** Protective Services Statistics for month of December 2021

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Protective Services  
**Staff Contact:** Todd Flynn, Director of Protective Services  
**Topic Overview:** To inform the residents of Corner Brook of the work that is being done by the Protective Services Department.

## BACKGROUND INFORMATION:

On a monthly basis Protective Services compiles its statistics to report them out to council and residents.

### 1. Our Municipal Enforcement Officers received 80 calls for services including as follows:

#### **By-law Enforcement:**

- 6 - Untidy Property
- 7 - Rodents
- 3 - Illegal Dumping
- 7 - Provide Assistance
- 9 - Depositing Snow onto Road

#### **Mobile Permits:**

- 2 - Mobile Vending Permits

#### **Taxi Regulation:**

- 5 - Taxi Driver Permits
- 2 - Taxi Vehicle Permits

#### **Animal Control:**

- Received 14 calls for Service were received that included:
- 9 - Roaming Animals
  - 2 - Injured/Dead Animals
  - 3 - Assistance to SPCA

#### **Parking Enforcement:**

- 23 Parking related violations were issued that included:

15 -Expired Meters

Various other parking violations (Loading Zone, Wrong Direction, Unattended Vehicle, Parked on Sidewalk, etc.)

## 2. CORNER BROOK FIRE DEPARTMENT

The Cbfd received 42 calls for service that included:

3 - structural fires; (Elizabeth St / Water St / Pier Road)

10 - commercial fire alarms;

2 – residential carbon monoxide alarms;

2 – residential chimney fires;

2 – vehicle fires;

20 – traffic collisions: (10 of which incurred injuries/ 1 required extrication);

1 - bomb threat;

1 - wire down;

1 - non-emergency medical assist.

**The Cbfd Fire Prevention Inspector** conducted 11 Commercial Inspections and 3 home Oxygen inspections.

## 3. PUBLIC SAFETY ANSWERING POINT (PSAP)

The total volume of calls received by the Corner Brook PSAP for December was 5300. The calls are broken out as follows:

<b>Primary Agency</b>	<b>Number of Transferred Calls</b>
Police	858
Ambulance	1,565
Fire	186
Crisis	7
Northern911	1
RoCP (Registry of Canadian PSAPs)	7
<b>Total Transferred 911 Calls:</b>	<b>2,624</b>
<b>Volume of Non-Transferred 911 Calls:</b>	<b>2,676</b>

Volume of Non-Transferred 911 Calls: **3,292**

Director of Protective Services  
Legislative Assistant

Approved - 20 Jan 2022  
Approved - 21 Jan 2022

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City Manager







# Information Report (IR)

**Subject:** Engineering, Development and Planning Updates

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Engineering

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

**Topic Overview:** This report is intended to serve as an update to Council regarding the various Engineering, Development and Planning projects

## BACKGROUND INFORMATION:

The current project updates are as follows:

### Engineering

#### **City Hall Heat Pumps**

One (1) unit was ordered 2021 and is expected to arrive on site in March. Two (2) more units have been ordered but delivery is not expected until late this year.

#### **Corner Brook Regional Recreation Centre**

An official award letter was sent to Permerleau in late December and Staff continue to work with Legal and the Owner's Advisor to finalize wording on the contract.

A project kickoff meeting was held last week to officially get the project rolling.

#### **2022 Asphalt Program**

Staff will develop the program for 2022 over the winter months based on an updated condition assessment of the roads in the City. Council can expect a presentation describing the process in early spring.

#### **St. Mary's Brook Culvert – Phase 2**

The project is now 95% complete with only minor works left to complete and final cleanup in the spring.

#### **Multi Year Capital Projects**

- Johnsons Avenue Storm Sewer - Design stage
- Retaining walls – Tender closed and awarded with construction beginning in the spring
  - 200 Petries St.

- 21 East Ave.
- 55 Gibbons St.
- Intersection Improvements (Griffin at Lewin, Mill Road at Lewin) – Design Stage
- Bells Brook Culvert – Design Stage
- Blackwood’s Hill Culvert – Design Stage
- CitadelDrive PRV Upgrades – Design Stage

### **Mt. Bernard Avenue Rebuild Project**

With Council accepting the funding, the project can now continue with the design stage with construction expected to begin in spring of 2022 and ending fall of 2023 (2 year project).

### **The Great Trail Project- Phase I**

Staff have requested design fee quotes for the design phase of the project. It is expected that design will take place over the winter and spring with construction beginning in the summer.

### **Development and Planning**

#### **CB Acute Care Hospital (Healthcare Crescent)**

Project Progressing on schedule for completion in fall 2023 to summer 2024

#### **New IMSP and Development Regulations:**

A “Best Practices Report” has been released publicly in order to receive feedback. This feedback will then be analyzed to determine if proposed changes need to be altered. Also, staff are working on Zoning Map edits that are required to better align with current practice, developer requests and the new Plan.

#### **SPCA**

The new facility is expected to open in March

#### **Research & Innovation Hub – (1 Mill Road)**

Full permit issued and project is progressing. Interior Drywall and Plastering underway

#### **New Vet Clinic – (25 Poplar Road)**

Permits issued for Structural Steel and Civil Site works with review of Mechanical, Electrical and Architectural ongoing

#### **New Subway Building: (Union Street)**

Permit issued for building, exterior of building shelled in and interior work is ongoing.

Director of Community, Engineering, Development & Planning	Approved - 20 Jan 2022
Legislative Assistant	Approved - 21 Jan 2022

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City Manager



# Information Report (IR)

**Subject:** Community Services Project Update

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Community Services

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

**Topic Overview:** This report is intended to give council and the public a snap shot of what is happening in the Community Service world as the new year begins.

## BACKGROUND INFORMATION:

### Tourism

#### **Strategic Tourism for Areas and Regions (STAR)**

Staff have submitted a funding application for ACOA to undertake the implementation phase of the project. The areas of focus for the implementation plan are:

- Branding and Marketing
- Trail Development
- Geopark

Staff are also organizing an implementation committee consisting of provincial and federal partners, local business leaders and other stakeholders.

#### **Winterlude National Ice-Carving Championship**

Staff are working with Recreation to facilitate the national ice sculpting competition that will take place in February.

#### **CNA – Tourism Course**

CNA students have submitted draft tourism itineraries for the region and will continue to work with staff to refine the itineraries over the winter months so that they are ready for the upcoming tourism season.

#### **Deer Lake Airport (YDF) – Sense of Arrival Project**

Staff is working with YDF to have a better presence at the airport through photos, videos, and information packages for the Bay of Islands / Humber Valley / Corner Brook areas. The airport authority has made progress on this project and staff will visit the airport this week to get an update.

### **Cruise Season 2022**

Staff and Corner Brook Port are still hopeful that the 2022 cruise season will be the biggest and best yet! Staff are working with the Port to develop the program while the Port is undertaking a beautification project that will be an asset to tourism in the region. Staff are also hoping to host cruise passengers from the Sky Princess (4000+ passengers) on September 30th for the 2022 Colours of Corner Brook street festival.

## **Business**

### **World Council on City Data (WCCD) 2020**

Business staff has completed the work and all data have been submitted along with clarifications required by WCCD. WCCD, after reviewing, has forwarded all information to the third-party verifier/auditor as the final step before granting the ISO certification. It is expected that official word regarding certification will be coming in early February.

### **Downtown Urban Design Plan (DUDAP)**

Staff are looking in to a small project to finish of Phase 1 and will soon begin planning for a Phase 2 project.

### **Special Tax Assistance for New Commercial Enterprises (STANCE) Program**

Staff are moving forward with the development of a tax relief / deferment program that is intended to assist new businesses and to attract others to the City.

## **Sustainability**

### **Community Gardens**

Staff continues to work with Western Environment Centre (WEC) to develop a plan and proposal for the community gardens beyond the 2022 season. The focus will be establishing a new garden in Curling and to make some upgrades to existing gardens.

Staff are working with WEC to develop a plan to improve accessibility at the gardens, which will be provided to the Accessibility Committee for review in early 2022.

### **Trans Canada Trail Project**

Staff have requested Design Service Fee quotes from several qualified consultants and will select a consultant to begin design this winter.

### **Urban Forestry Project**

In partnership with CNA, Grenfell, Canadian Forestry Services (CFS) and Mitacs, staff are working to develop an urban forestry partnership and better policies to help sustain, protect, and manage the urban forest.

**University Partnerships**

Staff is working with professors and other experts at Grenfell Campus on a number of new City Studio courses, research projects, and other collaborations. These include a course examining environmental toxicology, and a report on Electric Vehicle infrastructure and policy.

Director of Community, Engineering,      Approved - 20 Jan 2022  
Development & Planning  
Legislative Assistant                      Approved - 21 Jan 2022

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City Manager





# Information Report (IR)

**Subject:** 2022 Tax Bill Update

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Finance and Administration  
**Staff Contact:** Dale Park, Director of Finance & Administration  
**Topic Overview:** 2022 Tax Bills

## BACKGROUND INFORMATION:

The 2022 tax bills were issued on January 14th. Property and business taxes account for approximately \$28,450,000 of the \$35,588,100 annual budget for 2022.

Tax payers are reminded that the due date for property taxes is the end of February, with business taxes due by the end of March. Taxpayers have many options to choose from in order to make their payments:

- Online through their financial institutions online banking
- Pre-authorized or direct debit
- Credit card via PaySimply third party provider
- Mail
- City Hall – currently open for regular hours 8:00 am - 5:00 pm.
  - Cash
  - Cheque
  - Debit

The City would like to remind residents of their access to Virtual City Hall on our website. Virtual City Hall provides property owners with the ability to review their 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](http://www.cornerbrook.com/vch)

Taxpayers are encouraged to contact the City at 637-1500 if they have any questions or inquiries in regards to their tax bills or payment options.

Director of Finance & Administration    Approved - 18 Jan 2022  
 Legislative Assistant                      Approved - 19 Jan 2022

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 City Manager







# Information Report (IR)

**Subject:** Council Travel Report - July - December 2021

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Finance and Administration

**Staff Contact:** Alicia Park, Administrative Assistant

**Topic Overview:** To present the council travel report for July - December 2021

**Attachments:** [Council Travel July - December 2021 Public Meeting](#)

## BACKGROUND INFORMATION:

The City of Corner Brook Council Remuneration and Reimbursement Regulations states that "A summary of Council travel expenses by Councilor will be provided to Council semi-annually and reported on at a public meeting". To follow this regulation the council travel report is presented.

Director of Finance & Administration      Approved - 04 Jan 2022

Legislative Assistant                      Approved - 19 Jan 2022

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City Manager

**TRAVEL EXPENSE COUNCIL - July 1 - December 31, 2021**

<b>Name</b>	<b>Month</b>	<b>Purpose/Destination</b>	<b>Amount</b>	<b>Sub-Total</b>	<b>Total</b>
<u>Jim Parsons</u>					\$ -
<u>Linda Chaisson</u>					\$ -
<u>Pamela Gill</u>					\$ -
<u>Bill Griffin</u>					\$ -
<u>Vaughn Granter</u>					\$ -
<u>Pam Keeping</u>					
<u>Charles Pender</u>					\$ -
<b>GRAND TOTAL</b>					<b>\$ -</b>

Total travel previous year July - December 2020	\$0.00
Total Travel for current year July - December 2021	\$0.00
<b>Difference in annual travel totals</b>	<b>\$0.00</b>



# Information Report (IR)

**Subject:** Civic Centre Update

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Recreation  
**Staff Contact:** Willie Smith, General Manager  
**Topic Overview:** To provide an update on Civic Centre operations.

## BACKGROUND INFORMATION:

In the fall of 2021, the Civic Centre experienced a leak in the communication cables entering the Centre's Main electrical room. Upon review with the Centre's electrical contractor this was deemed not to be a safety issue but would require further review and monitoring. Shortly after this time the Centre encountered more water with the irregular rainfall and weather patterns. This subsequent increase in water was close in proximity to the main electrical feed to the Centre. At this point, it was determined emergency plans would need to be put in place to rectify the situation.

In the month of January, this situation worsened and water was entering the electrical room over the main feed to the Studio. The Centre was closed on January 13th as the situation was deemed unsafe to operate. Work happened immediately with electrical service provider to rectify the situation and the Centre was opened on January 14th after it was deemed safe.

Work to correct the safety issues related to water entering the main electrical are scheduled to begin on Monday January 24th. It is expected this work will take 7 days to complete and will involve supplying power to the Centre and Studio via generator. Currently, the Centre has ice in the Kinsmen Arena; however, ice was removed from the Main Arena due to Covid restrictions / demand. Ice will be reapplied to the Main arena post electrical project and sufficient demand by users. The scope of the project is substantial and will entail pulling electrical and communication wires back to the poll, digging outside the room and creating trenching to eliminate water while reinstalling and sealing the electrical infrastructure prior to reengaging power.

Throughout the project there will be some disruptions including communication equipment (internet, phones). The IT department is assisting with providing alternate connections for building automation systems. As a result, tenants have been informed of the disruption; however, primary business activities for tenants should not be impacted. Civic Centre administrative staff will work from home through this period and IT department is assisting with the transfer of phones to staff for communication with the public.

While the electrical project will begin on Monday, January 24th, a new interpretation for Covid Public Health guidelines related to recreation activity were revealed on Wednesday/Thursday January 19th/20th. This new interpretation of restrictions are now allowing for recreational activity to begin with Skills and Drills. No games are permitted at this time; however, low intensity sport practices have been approved. Users have been contacted for both the arena and the gym gauging interest and comfort level with continuing under the new guidelines.

Monday January 24th, minoring programming will be reintroduced for practices in the Kinsmen arena. The current schedule is completely filled with hours after school and weekends. Programming in the gym will begin on Wednesday January 26th. Staff continue to work with all users to safely return to play and create schedules based on demand and individual risk tolerance levels.

The reintroduction of sport practices/training and fitness activity in the Studio will coincide with the conclusion of the Covid Testing Clinic in the Studio. The last day of testing was Sunday, January 23rd and all Western Health equipment is scheduled to be removed on evening of January 24th. Preparations will begin to on Tuesday to reintroduce sport on Wednesday.

The Centre is also pleased to be able to expand the Walking Track hours on Monday to Friday to include evening walking from 4:00pm -9:00pm (Patrons must enter Centre at Kinsmen entrance for evening walking hours). Note: the Walking Track will be closed on Monday January 24th. General Skating will not be available at this time; however, it is expected to return upon the completion of the electrical project. Weekend family and public skates will be reintroduced with the opening of the main arena. The Centre will be announcing new Walking Track hours and information regarding public skates through social media and information lines.

Director of Finance & Administration	Approved - 21 Jan 2022
Legislative Assistant	Approved - 21 Jan 2022

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City Manager



# Information Report (IR)

**Subject:** Winter Carnival - Winterlude

**To:** Dale Park

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Recreation

**Staff Contact:** Jessica Parsons, Supervisor of Recreation Services

**Topic Overview:** Corner Brook Winter Carnival was asked by Heritage Canada to host a national Ice Sculpting Competition as part of Winterlude, an event created in 1979 to celebrate Canada's unique climate. Due to COVID-19 restrictions the event will be limited to only the Ice Sculpting Contest.

## BACKGROUND INFORMATION:

Organized by Canadian Heritage, Winterlude is an annual festival that takes place in Ottawa during February to celebrate the Canadian Climate. This year the Corner Brook Winter Carnival will be hosting the Ice Sculpting Competition portion of the 44th annual celebration. While in-person events will not be happening due to Public Health guidelines, the Ice Carving Competition will continue. The theme for 2022 is Olympics and Paralympics. Representing every one of Canada's provinces, teams of two sculptors will have 20 hours to sculpt 15 blocks of ice to create their work of art. Newfoundland and Labrador's sculptors are a father and son duo, Steve and Jonathan Watson from St. John's. The event will take place February 5th 8:00am-8:00pm and February 6th from 8:00am-4:00pm. Public voting will open on February 11th and continue through February 20th on the Winterlude website. Winners will be announced February 21st 2022. For more information please visit [www.canada.ca/winterlude](http://www.canada.ca/winterlude).

## PROPOSED RESOLUTION:

To collaborate with Corner Brook Winter Carnival to ensure success of the Winterlude Ice Sculpting Competition.

## FINANCIAL IMPACT:

N/A

**Budget Code:** N/A

## ENVIRONMENTAL IMPLICATIONS:

Activities will be delivered in a safe and effective manner with no environmental impact to City property. Public Health guidelines will be followed regarding COVID-19.

Director of Finance & Administration    Approved - 21 Jan 2022  
Legislative Assistant                      Approved - 21 Jan 2022

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City Manager



# Request for Decision (RFD)

**Subject:** Corner Brook Regional Recreation Centre Design Build Honorarium

**To:** Rodney Cumby

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Engineering

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

**Topic Overview:** Council permission is required to release an honorarium to the unsuccessful Design-Build (D-B) Teams.

## BACKGROUND INFORMATION:

Three (3) D-B teams took part in the invited Request for Proposals (RFP) process earlier in the year. There is a high level of effort required to put together a proposal for a project of this size and scope, and it is typical for the unsuccessful D-B Teams to receive an honorarium for that effort once the City enters into a contract with the successful D-B team.

Staff has been working on a contract with highest scoring D-B Team and are now comfortable that the City can enter into a D-B contract, therefore, it is time to release the \$75,000 (HST Inc.) to each of the two (2) unsuccessful D-B teams as per the RFP documents.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** approve the release of a \$75,000 (HST Inc.) honorarium to each Lindsay Construction and Marco Group for a total cost of \$150,000 (HST Inc.) as per the Corner Brook Regional Recreation Centre Request for Proposals documents.

## FINANCIAL IMPACT:

\$150,000 (HST Inc.) CB Regional Recreation Centre ICIP Funding (\$24,700,000)

**Finance Type:** Funding

**Legal Review:** No

## RECOMMENDATION:

It is recommended that the Council of City of Corner Brook approve the release of the honorarium to each Lindsay Construction and Marco Group as per the Corner Brook Regional Recreation Centre Request for Proposals documents.

## ALTERNATIVE IMPLICATIONS:

**Options:**

1. That the Council of the City of Corner Brook approve the release of a \$75,000 (HST Inc.) honorarium to each Lindsay Construction and Marco Group for a total cost of \$150,000 (HST Inc.) as per the Corner Brook Regional Recreation Centre Request for Proposals documents.
2. That the Council of the City of Corner Brook not approve the release a \$75,000 (HST Inc.) honorarium to each Lindsay Construction and Marco Group for a total cost of \$150,000 (HST Inc.) as per the Corner Brook Regional Recreation Centre Request for Proposals documents.
3. That the Council of the City of Corner Brook give other direction to Staff.

Director of Community, Engineering,      Approved - 18 Jan 2022  
Development & Planning

Legislative Assistant

Approved - 19 Jan 2022

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City Manager





# Request for Decision (RFD)

**Subject:** Retaining Wall Replacement 2021-31

**To:** Darren Charters  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**  
**Attachments:** [Bid Submission - C Barnes Excavating Inc - MI13362](#)

## BACKGROUND INFORMATION:

Bids were requested for the removal and replacement of three deteriorating retaining walls located at 55 Gibbons Avenue, 21 East Avenue, and 200 Petries Street. Five (5) Tenders were received on December 2nd, 2021, and the results are as follows:

C. Barnes Excavating \$283,312.85 (HST Included)  
 Tech Construction (2012) Ltd. \$289,685.00 (HST Included)  
 Pathway Construction Ltd (TB) \$323,474.50 (HST Included)  
 Marine Contractors Inc. \$424,953.75 (HST Included)  
 West Coast Excavating/Equip Co Ltd. \$453,393.25 (HST Included)

Staff have reviewed the bids and found them to be in order, and recommend awarding this Contract to C. Barnes Excavating.

## PROPOSED RESOLUTION:

Be it resolved that the Council of the City of Corner Brook award the Tender to C. Barnes Excavating in the amount of \$283,312.85 (HST Included) for the Retaining Wall Replacement Contract 2021-31.

## FINANCIAL IMPACT:

This Contract (incl. HST) \$283,312.85  
 Engineering (incl. HST) \$43,125.00  
 Total \$326,437.85  
 Approved Funding \$360,000.00

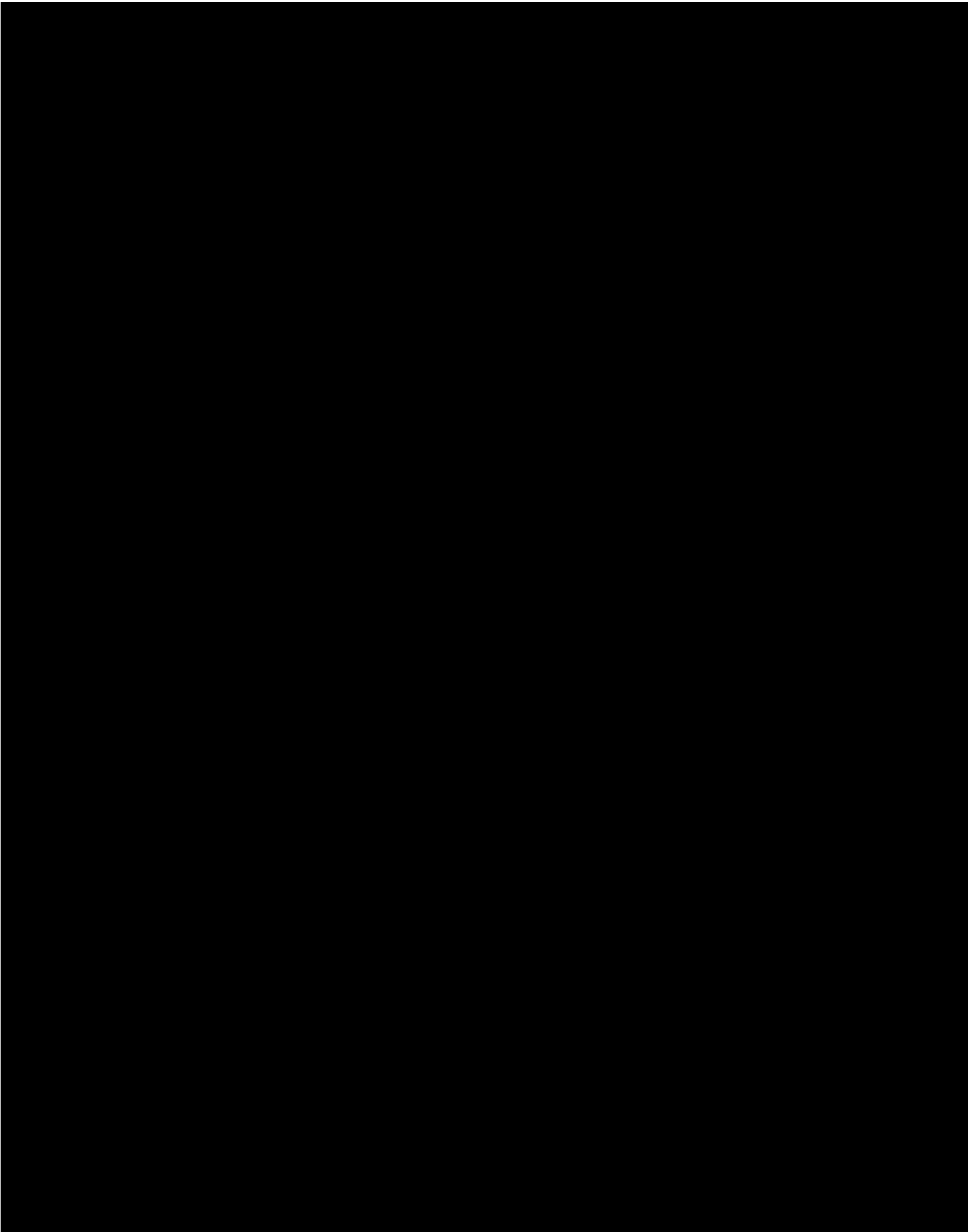
**Budget Code:** 17-MYCW-22-00032

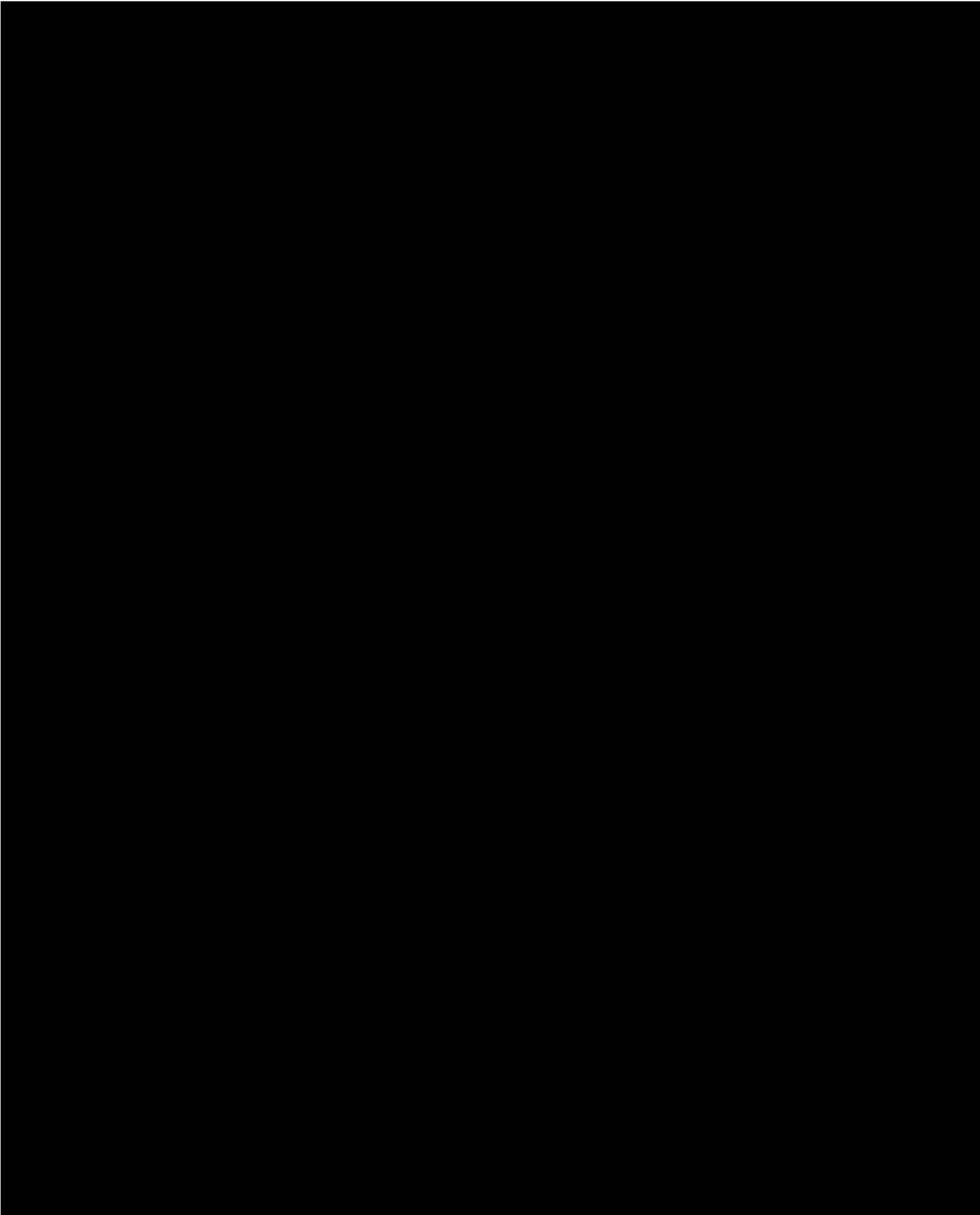
**Finance Type:** Capital

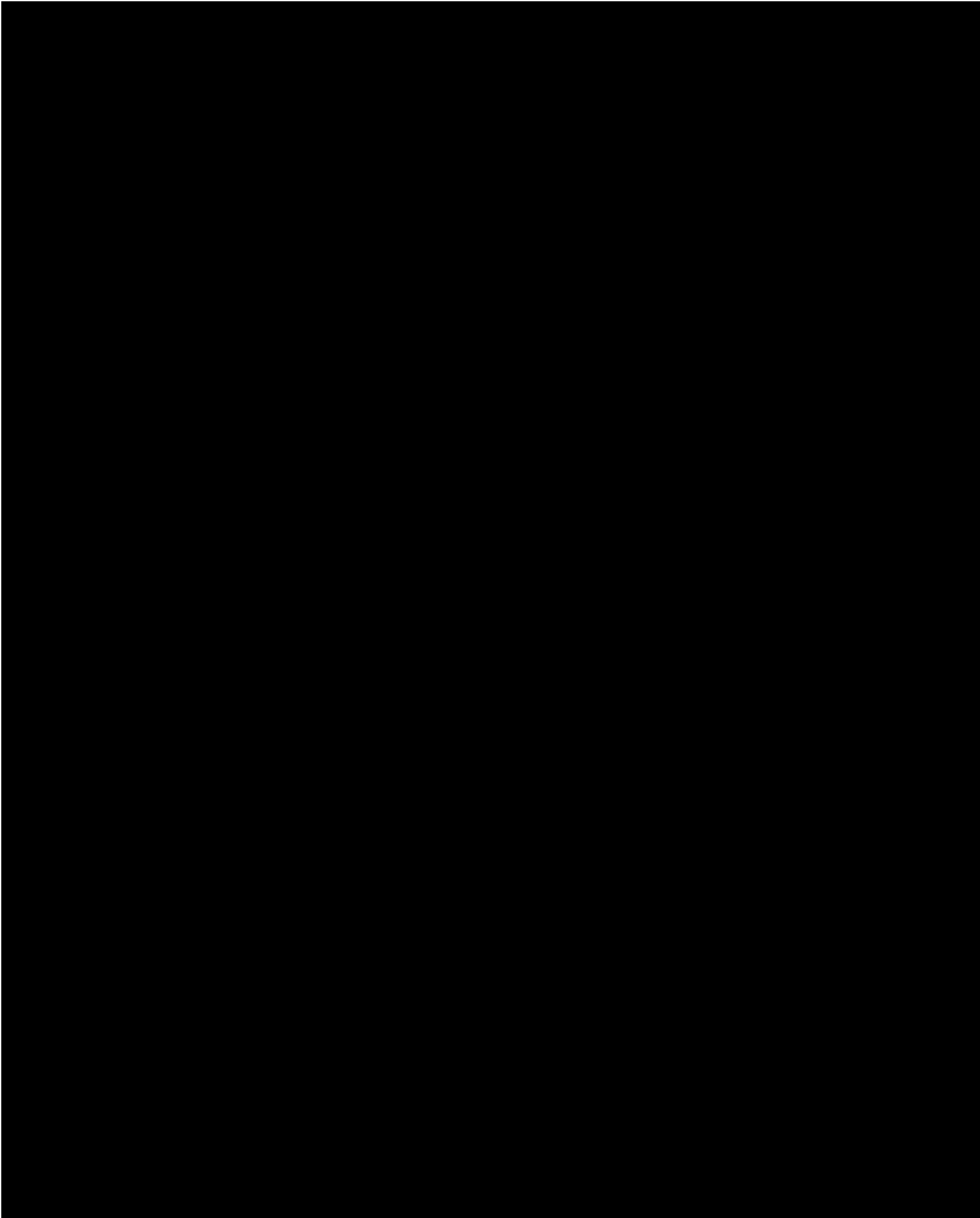
Director of Community, Engineering, Development & Planning      Approved - 04 Jan 2022  
Legislative Assistant                      Approved - 19 Jan 2022

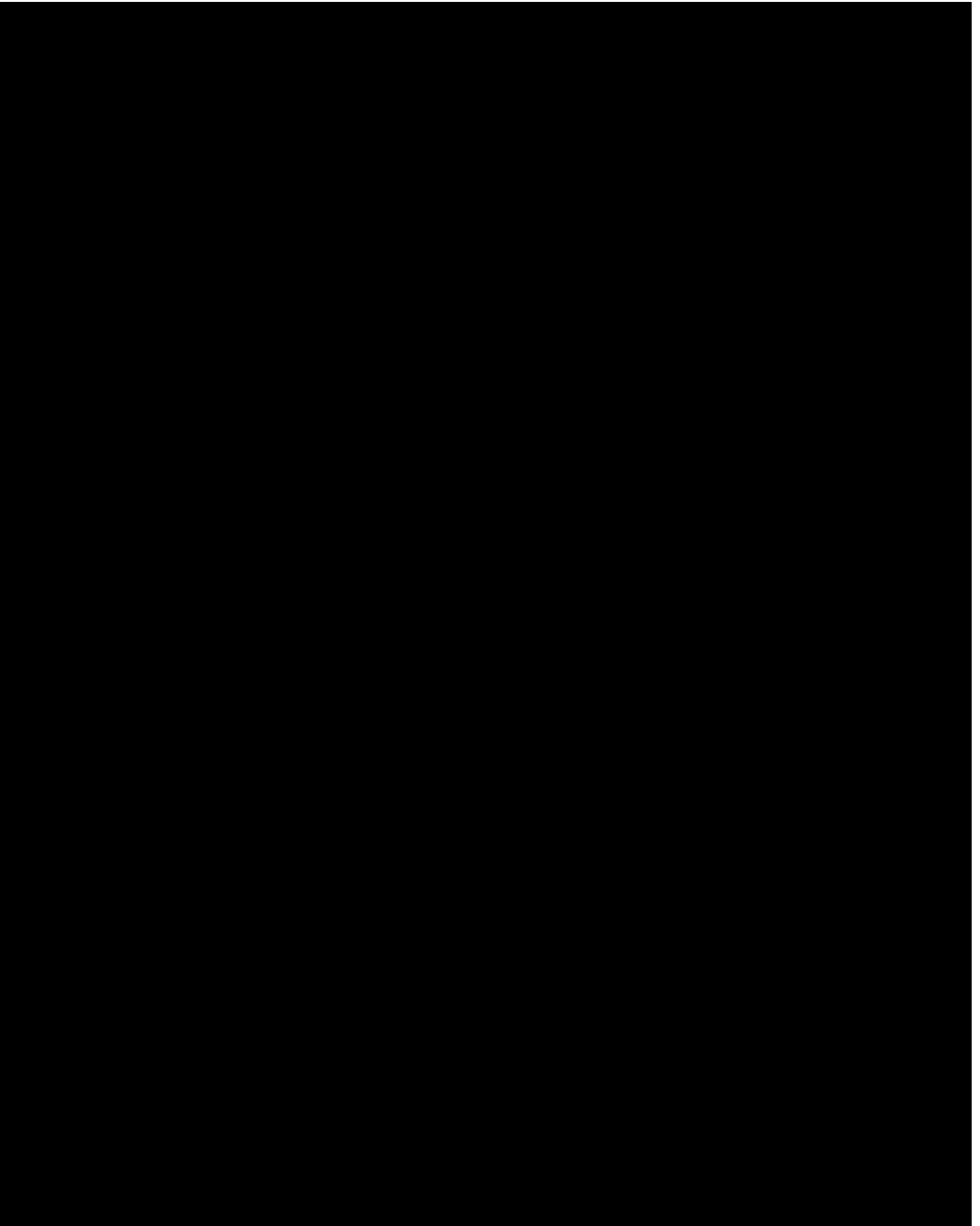
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City Manager









**Name**

Question 2

Question 3

Question 4

Question 1

**Description**

WE, THE UNDERSIGNED, offer to furnish all necessary Labour, materials, superintendence, plant, tools and equi  
The Work will be substantially performed within 40 working days from the date of notification of award of contract.  
WE hereby acknowledge receipt of amendments issued related to this procurement.  
Having carefully examined the site of the proposed work and all conditions affecting such, as well as the Contract I



**Answer**

Yes

Yes

Yes

Yes

C. Barnes Excavating Inc.  
Wendi C Barnes  
61 Tableland Drive  
Birchy Head Newfoundland and Labrador  
A0K 1K0 Canada

file:///C:/Users/DanaSlade/Desktop/Scans/Identification%20-%20C%20Barnes.txt[12/3/2021 8:25:42 AM]



# Request for Decision (RFD)

**Subject:** Mount Bernard Avenue Reconstruction 17-GI-22-00085

**To:** Darren Charters

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Engineering

**Staff Contact:** Melody Roberts,

**Topic Overview:**

**Attachments:** [Approval Letter 17-GI-22-00085 Mount Bernard Avenue Reconstruction](#)

## BACKGROUND INFORMATION:

The Department of Transportation and Infrastructure approved funding for the Mount Bernard Avenue Reconstruction under the Investing in Canada Infrastructure Program. The Scope of the project includes the replacement of approximately 1100m of domestic water main, water transmission main, trunk sewer, storm sewer, new curb, gutter, sidewalk, and asphalt. The project aims to improve water and sewer infrastructure and add the necessary capacity to the trunk sewer for wastewater from the new Acute Care Hospital. It will also provide an improved driving surface and street drainage which will reduce maintenance.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** accept funding as outlined in the Department of Transportation and Infrastructure project approval letter dated December 21, 2021, to complete the project under the Investing in Canada Infrastructure Program. The Corner Brook City Council authorizes the Mayor and City Manager to sign the Municipal Infrastructure Fund Agreement with the Department of Transportation and Infrastructure on behalf of the City of Corner Brook.

## FINANCIAL IMPACT:

\$8,058,874

**Budget Code:** 17-GI-22-00085

**Finance Type:** Funding

Director of Community, Engineering, Development & Planning      Approved - 11 Jan 2022

Legislative Assistant      Approved - 19 Jan 2022

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City Manager



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

DEC 21 2021

COR/2021/08530

**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-GI-22-00085 - Mount Bernard Avenue Reconstruction

Dear Mayor Parsons:

I am pleased to advise you funding in support of your application AP-MCW-21390 - Mount Bernard Avenue Reconstruction has been approved as outlined below. This funding is approved on the condition that the Ultimate Recipient is willing and able to meet its share of the costs.

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

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
\$ 8,058,874	\$ 750,807	\$ 7,308,067	40%	40%	20%
			\$ 2,923,227	\$ 2,923,227	\$ 1,461,613

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

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

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

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



**Your Next Steps:**

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

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

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

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

Sincerely,

**ELVIS LOVELESS, MHA**  
 Minister of Transportation and Infrastructure  
 District of Fortune Bay – Cape La Hune

***“Housekeeping you skip may cause a fall or slip.”***

/jl

Enc.

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

COR/2021/08530-001

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

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

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

OF THE FIRST PART,

**AND** CITY OF CORNER BROOK  
 (“Ultimate Recipient”)

OF THE SECOND PART

Individually referred to as a “Party” and collectively referred to as the “Parties”.

**WHEREAS** Newfoundland and Labrador and the Ultimate Recipient have agreed to enter into a Municipal Infrastructure Funding Agreement for the financing of **Mount Bernard Avenue Reconstruction** Project No. **17-GI-22-00085**, under the Green Infrastructure of the Investing in Canada Infrastructure Program, hereinafter referred to as the “Project”, and have agreed to total Project costs not in excess of **\$8,058,874**, including HST/GST.

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

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

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

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

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

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

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

## **3 PROJECT SCOPE**

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

## **4 PROJECT TIMELINES**

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



## **5 PROJECT CANCELLATION**

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

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

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

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

## **6 PROJECT AMENDMENTS**

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

### **6.1 PROJECT SCOPE AMENDMENT**

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

## 6.2 PROJECT TIMELINE AMENDMENTS

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

## 7 FINANCIAL

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

### 7.1 PROJECT SURPLUS FUNDS

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

## 8 AWARDING OF CONTRACTS

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

## **9 REQUIREMENTS FOR PROJECTS**

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

## **10 ENVIRONMENTAL ASSESSMENT**

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

## **11 ABORIGINAL CONSULTATION**

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

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

## **12 AUDIT**

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

## **13 ACCESS**

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

## **14 DISPUTE RESOLUTION**

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

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

## **15 DEFAULT**

### **15.1 EVENTS OF DEFAULT**

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

### **15.2 DECLARATION OF DEFAULT**

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

### **15.3 REMEDIES ON DEFAULT**

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

- d) Terminate this Agreement.

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

### **16.1 LIMITATION OF LIABILITY**

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

### **16.2 INDEMNIFICATION**

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

## 17 ASSETS

### 17.1 DISPOSAL OF ASSETS

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

### 17.2 REVENUE FROM ASSETS

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

## 18 AMENDMENTS TO AGREEMENT

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

## 19 CONFLICT OF INTEREST

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

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

## **20 NO AUTHORITY TO REPRESENT**

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

## **21 LOBBYIST**

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

## **22 SEVERABILITY**

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

## **23 ASSIGNMENT**

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

## **24 WAIVER**

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



## 25 NOTICE

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

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

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

## 26 COMPLIANCE WITH LAWS

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

## 27 SUCCESSORS AND ASSIGNS

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

## 28 PROJECT ANNOUNCEMENTS

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

## 29 AGREEMENT SIGNATURES

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

### **30 GENERAL**

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

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

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
MINISTER OF TRANSPORTATION AND  
INFRASTRUCTURE

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

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signing Official #1 Title: \_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
Signing Official #2 Title: \_\_\_\_\_

Schedule 1Funding Cost Shares

Total Project Cost	GST/HST Rebate	Total Eligible Costs	Federal Contribution	Provincial Contribution	Recipient Contribution
			40%	40%	20%
\$ 8,058,874	\$ 750,807	\$ 7,308,067	\$ 2,923,227	\$ 2,923,227	\$ 1,461,613

## Schedule 2

### Approved Project Scope

The approved scope of the project shall be:

"Project consists of infrastructure improvements at Mount Bernard Avenue in the city of Corner Brook, NL. The scope of the project includes replacement of Domestic Water, water transmission main, truck sewer, storm sewer, new curb, gutter and asphalt. The project aims to improve water and sewer infrastructure and the necessary capacity to the trunk sewer for wastewater from the new Acute Care Hospital. It will also provide an improved driving surface and street drainage which will reduce maintenance. "

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



**Schedule 3**

**Project Timelines**

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

## **SCHEDULE A – PROGRAM DETAILS**

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

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

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

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

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

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

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

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



## A.2 Public Transit

### 1. Objective

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

### 2. Eligible Project Outcomes

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

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

### 3. Stacking and Cost-Sharing

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

### 4. Federal Requirements

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

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

**A.3 Green Infrastructure**

1. Objective

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

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

2. Eligible Project Outcomes

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

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

3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for Green Infrastructure stream contribution funding under this Agreement will not exceed:

- i) Forty percent (40%) of Eligible Expenditures for municipalities, regional governments and not-for-profit organizations;
- ii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate

Recipients; or

- iii) Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients.
- 2. The maximum funding to a Project under the green infrastructure stream from all federal sources will not exceed the limits set out in this section, except for Indigenous Ultimate Recipients, which may access additional funding for a Project up to a maximum of one hundred percent (100%) of Eligible Expenditures from all federal sources, subject to approval from Canada.
- 3. If the federal Crown's total funding towards a Project under the Green Infrastructure stream exceeds the federal funding limits set out in this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess or reduce its contribution by an amount equal to the excess.
- 4. Federal Requirements
  - 1. Each Project that aligns with a climate change mitigation outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
  - 2. For Projects involving higher order rapid transit, the adoption of vehicles that use a renewable fuel source in a public transit fleet, or active transportation Projects, Newfoundland and Labrador will confirm that such Projects are consistent with a land-use or transportation plan or strategy, and where applicable, that Projects are consistent with the approved plans of regional transportation bodies.
  - 3. Each Project that aligns with an environmental quality outcome in the Green Infrastructure Outcomes Table must meet the following requirements:
    - i) Wastewater Projects must result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable.
    - ii) Drinking water quality following completion of a drinking water Project must meet or exceed provincial standards.
    - iii) Solid waste diversion Projects must result in a measurable increase in the quantity of material diverted from disposal as measured against a baseline using the Generally Accepted Principles for Calculating Municipal Solid Waste System Flow.
    - iv) Projects that reduce or remediate soil pollutants must be undertaken on properties that are contaminated, as confirmed by a Phase II Environmental Site Assessment.

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

##### 1. Objective

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

##### 2. Eligible Project Outcomes

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

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

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

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

##### 4. Federal Requirements

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

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

## A.5 Rural and Northern Communities Infrastructure

### 1. Objective

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

### 2. Eligible Project Outcomes

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

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

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

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

### 3. Stacking and Cost-Sharing

1. The maximum funding from all federal sources to a Project that is approved for rural and northern communities infrastructure stream contribution funding under this Agreement will not exceed:

- i) Fifty percent (50%) of Eligible Expenditures municipalities and regional governments with a population of five thousand (5,000) or more and not-for-profit Ultimate Recipients;
- ii) Sixty percent (60%) of Eligible Expenditures for municipalities and regional governments with a population of less than five thousand (5,000);
- iii) Seventy-five percent (75%) of Eligible Expenditures for Indigenous Ultimate

Recipients; or

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

#### 4. Federal Requirements

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



## **SCHEDULE B – COMMUNICATIONS PROTOCOL**

### **B.1 Purpose**

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

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

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

### **B.3 GOVERNANCE**

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

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

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

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

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

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

## **B.6 OPERATIONAL COMMUNICATIONS**

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

## **B.7 MEDIA RELATIONS**

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

## **B.8 SIGNAGE**

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

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

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

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

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

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

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





**Sample Council/Committee/ICG Resolution**

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

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

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

\_\_\_\_\_

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

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

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

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

Motion Adopted/Defeated

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

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

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

## **Government of Newfoundland and Labrador**

Department of Transpiration and Infrastructure

### **Municipal Infrastructure**

### **Municipal Infrastructure Project Guidelines**

Revision 6

July 6, 2021

<b>Revision</b>	<b>Comments</b>	<b>Date</b>
6	Update of complete Document to new department and process changes	June 2021

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## 1 INTRODUCTION

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1. It is essential for the Ultimate Recipient (UR), their Consultant and Contractors comply with these Guidelines in order for the Project to be efficiently implemented, and to ensure that satisfactory cost controls are maintained. Additionally, that any incurred costs are within the program eligibility.
2. This guideline supports the execution of the Federal, Provincial, Municipal Cost share programs, and shall be used by all Ultimate recipients of funding, including:
  - a) Municipalities
  - b) Local Service districts
  - c) Inuit Community Governments
  - d) Not-for profit Organizations
  - e) For-Profit Organizations
3. For Ultimate Recipients that have been granted the privilege of Self-Administration, these Guidelines are amended with the Self-Administration Guidelines and approval to self-administer notification.

## 2 DEFINITIONS

The following terms are used throughout the Project Guidelines:

Department	The Department of Transportation and Infrastructure
Division	Municipal Infrastructure Division
Investing in Canada Infrastructure Program (ICIP)	Federal/Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Capital Works Program (MCW)	Provincial cost shared funding program administered by the Municipal Infrastructure Division.
Municipal Support Information System (MSIS)	Web based software application used for Project management, tracking, and financial management of Projects funded through the Municipal Infrastructure Division.
Party/Parties	Means the combination of the organizations involved in a funded Project, specifically the Province, the Ultimate Recipient, and the Government of Canada, as dictated by context.
Project	Refers to the work which has been approved for capital works cost shared funding through the Municipal Infrastructure Division.
Province	The Province of Newfoundland and Labrador
Ultimate Recipient (UR)	An eligible organization receiving funding from the Division for a capital works Project.

### 3 ABBREVIATIONS / ACRONYMS

AHJ	Authority Having Jurisdiction
ATIPP	Access to Information and Protection of Privacy
BBB	Build Better Buildings Policy
CO	Change Order
ICIP	Investing in Canada Infrastructure Program
IFC	Issued for Construction
IFR	Issued for Review
IFT	Issued for Tender
INFC	Infrastructure Canada
LEED®	Leadership in Energy and Environmental Design
LSD	Local Service District
MAPA	Department of Municipal and Provincial Affairs
MCW	Municipal Capital Works
MI	Municipal Infrastructure
MSIS	Municipal Support and Information System
MYCW	Multi-Year Capital Works
NBCC	National Building Code of Canada
O&M	Operation and Maintenance Manuals
PCA	Prime Consultant Agreement
PEGNL	Professional Engineers and Geoscientists of NL
PPA	Public Procurement agency
PR	Project Representative from Municipal Infrastructure
RE	Regional Engineer
RFP	Request for Proposals
RFQ	Request for Qualifications
RO	Regional Office (Eastern, Western, Central, Labrador)
TI	Transportation and Infrastructure
UR	Ultimate Recipient

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## 4 REFERENCE LEGISLATION

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Including but not limited to the following, the most recent and current version, in no particular order.

1. Public Procurement Act
2. Occupational Health and Safety Act
3. Municipalities Act
4. Environmental Protection Act
5. Water Resources Act
6. Mechanics' Lien Act
7. City of Corner Brook Act (as appropriate)
8. City of St. John's Act (as appropriate)
9. City of Mount Pearl Act (as appropriate)
10. All other applicable provincial legislation and related regulations and policies
11. All applicable federal legislation

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## 5 POLICIES

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The following Policies must be followed by funding recipients:

1. Municipal Infrastructure Procurement of Professional Services Policy
2. Build Better Buildings Policy <https://www.gov.nl.ca/iet/files/publications-energy-betterbuildingspolicy.pdf>
3. Department of Environment, Climate Change, and the Department of Municipal and Provincial Affairs
  - a) Policy for Allocation of Water Use W.R. 88-1 (rev 1995)
  - b) Infilling Bodies of Water W.R. 91-1
  - c) Use of Creosote Treated Wood in Fresh Water W.R. 92-2
  - d) Treated Utility Poles in Water Supply Areas W.R. 93-01
  - e) Land and Water Developments W.R. 95-01
  - f) Flood Plain Management W.R. 96-1
  - g) Policy for Development in Shore Water Zones W.R. 97-1
  - h) Policy for Development in Wetlands W.R. 97-2
  - i) Ground and Water Sourced Heat Pumps W.R. 98-1
  - j) Drinking Water Monitoring & Reporting W.R. 09-1
  - k) Policy for Newfoundland and Labrador Water and Wastewater Operator Certification Program



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## 6 PERMITTING BODIES

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The UR is required to ensure that all relevant permits are received prior to start of work. Those may include but not limited to:

1. Department of Transportation and Infrastructure
2. Department of Environment and Climate Change
3. Department of Municipal and Provincial Affairs
4. Government of Canada

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## 7 REFERENCE GUIDELINES

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The following guidelines listed, but not limited to, apply to all Ultimate recipients:

1. Guidelines for the Design, Construction and Operation of Water and Sewerage Systems from the Department of Environment, Climate Change.
2. Selection Criteria and Guidelines for the Design, Construction and Operation of Potable Water Dispensing Units, from the Department of Environment, Climate Change.

## 8 TEMPLATES/FORMS

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The following MI standard templates must be used, any modification, addition or deletion to these must be communicated and approved by MI:

1. Request for Proposals (RFP)
2. Request for Qualifications (RFQ)
3. Consultant Fee requests
4. Prime Consultant Agreement (MI standard document)
5. RFP / RFQ evaluation and debriefings
6. Status Report
7. Mandatory Safety Reporting by the Prime Consultant
8. MERX bid form template
9. In the case where a UR would like to utilize their wholly owned and developed documents, MI shall be given the opportunity to review and comment.

## 9 SPECIFICATIONS

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The UR must use the following specifications as applicable, any modification, addition or deletion to these must be communicated and approved by MI:

1. Master Specification for Municipal Water, Sewer and Roads
2. Transportation and Infrastructure Highway Design Specification Book for TI owned assets and where referenced otherwise.
3. Transportation and Infrastructure NL Master Specification for Public Funded Buildings

## 10 PROJECT ADMINISTRATION

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1. The Division's Project number shall be used on all correspondence, documents, Status Reports, etc., relating to this Project.
2. The first, and primary point of contact is the Regional Office and specifically the Project Representative (PR), once identified.
3. The Division's Municipal Support Information System (MSIS) will be used for various Project management and financial aspects of the Project.

## 11 PROJECT SCOPE OF WORK

1. The Project funding is approved by the Province based on a defined scope of work as applied for by the UR.
2. The project scope is defined in the project funding agreement.

### 11.1 PROJECT SCOPE CHANGE

1. From time to time the UR may wish to modify the scope of work for any number of reasons.

#### 11.1.1 Multi-Year Capital Works (MYCW)

1. The UR will submit request for changes in scope of work and/or the reallocation of funding within "Schedule A" of the MYCW Agreement. Funds cannot be reallocated from unfinished projects.
2. The request is to be made to the Manager of Federal Provincial Programs.
3. Work cannot proceed on a proposed change until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically.

#### 11.1.2 Federal Programs and Provincial Municipal Capital Works Program

1. The UR shall submit a completed Project Scope Change Form request to the Regional Engineer.
2. The UR will be responsible for the completion and submission to the Regional Engineer, any form required by Infrastructure Canada. This can include outcomes forms, KML google earth images, etc.
3. Work cannot proceed on a proposed change in project scope until approval from MI is granted.
4. Approval is from the Director of Municipal Infrastructure, and in the form of a letter transmitted electronically. For federally shared Projects, this approval will be after approval is received from Infrastructure Canada.
5. Project scope changes will not be granted for use of surplus funds remaining once a Project is finished or nearing completion, or to change the fundamental nature of the approved Project scope.

## 12 PROJECT FUNDING TIMELINES

1. The Project delivery timelines are outlined for each stage of the Project.
2. Projects shall be cancelled if timelines are exceeded unless without approval by the Director obtained prior to the extension.

Milestone	Routine Projects	Complex Projects
Consultant Contract Awarded	12 Months from notification of Project Approval issued by the Minister	12 Months from notification of Project Approval issued by the Minister
Construction Contract Awarded	24 Months from notification of Project Approval issued by the Minister	24 Months from notification of Project Approval issued by the Minister
Project Completion and final invoices submitted to MI	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

### 12.1 CHANGE IN FUNDING TIMELINES

1. If the UR expects to exceed any of these timelines, they must immediately submit a request to extend the Project guidelines, in writing, to the Director of Municipal Infrastructure, indicating the new anticipated dates and the cause of delay.
2. A decision will be communicated to the UR in writing. The Director may provide an amended timeline based on the following considerations:
  - a) Scope and complexity of Project
  - b) Unanticipated environmental considerations
  - c) Extenuating circumstances that preclude the availability of key resources
3. Note that in some cases an extension may not be considered if it is outside federal requirements of federally funded Projects.

## 13 PROJECT FINANCIAL CONSIDERATIONS

### 13.1 APPROVED FUNDING

1. Funding is provided based on the UR's assurance (bank letter, etc.) to the Department of Municipal and Provincial Affairs (MAPA) of its ability to meet its share of the cost as identified in the Agreement.
2. The UR must meet its share of the Project costs, and the Province will not, under any circumstances, contribute by way of special grants or otherwise, any amount in excess of the approved Project costs.

### 13.2 APPROVAL TO BORROW

1. In the case where the UR is a Municipality or Local Service District, and they intend on borrowing their share of the project funding, they must have an "Approval to Borrow" from the Local Government Division of Municipal And Provincial Affairs prior to start of work.

### 13.3 INABILITY TO FUND SHARE

1. If the UR'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. This will require a motion of the governing body.

### 13.4 PROJECT OVERRUNS

1. In the event that the project costs exceed the approved project funding, the UR will be responsible for all overruns or funding commitments that exceed the approved project funding.

### 13.5 SURPLUS FUNDS

1. In the event that a project is completed for less than the approved funding amount, the surplus funds will not be available to the UR to be used for any work outside the original scope. This does not apply to Projects approved under the MYCW program.

### 13.6 FINANCING INTEREST CHARGES

2. The Province will NOT fund any interim interest charges uncured by the UR for the Project. The UR is responsible for all financing charges.

### 13.7 GST/HST REBATES

1. Project eligible costs has been reduced by the amount of GST/HST rebate. The UR is required to apply for the appropriate rebates.
2. The GST/HST rebate is to be used by the UR as part of the Project funding.
3. Interim financing of the GST/HST rebate will be the responsibility of the UR if required.

### 13.8 REPORTING TO THE DIVISION

1. If requested by the Division, the UR must submit an itemized list of all cheques issued relating to the project, including cheque number, date, payee and amount, together with a copy of the cancelled cheques.

## 14 PROJECT COSTS

### 14.1 ELIGIBLE PROJECT COSTS MYCW AND MCW PROGRAMS

1. All costs considered by the Province to be direct and necessary for the successful implementation of an eligible Project including consultants, materials and labour.
2. The incremental costs of employees of an UR may be included as Eligible Expenditures for a Project under the following conditions:
  - a) The UR is able to demonstrate that it is not economically feasible to tender into a Contract;
  - b) The work is not related to the design, project management, or inspection of construction works; and
  - c) The arrangement of “work by own forces” is approved in advance and in writing by the Province.
3. Costs will only be eligible as of Project Approval date, costs incurred prior to approval will not be eligible.
4. The UR may charge to the Project expenses related to equipment rental rates, including the operators if pre-approved by the Department for such expenses.
5. Landscaping repairs/ reinstatement of areas damaged as a result of the Project, build back equal to pre-construction standard. Any enhancements are not eligible.

## 14.2 INELIGIBLE PROJECT COSTS

1. Costs incurred before Project Approval Date, 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.
4. Leasing equipment other than equipment directly related to the construction of the Project.
5. Real estate fees and related costs.
6. Financing charges, legal fees, and loan interest payment.
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 UR is eligible for a rebate, and any other costs eligible for rebates.
9. General maintenance and operational costs.
10. Cost related to furnishings and non-fixed assets.
11. Modification, upgrade or replacement of privately-owned infrastructure unless damaged by works of the project, pre-damaged and post repair photos will be required.
12. Infrastructure constructed by private developers and subsequently transferred to the URs that did not meet current design and construction standards at the time of construction .
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 UR business for the duration of the Project.
17. Administration costs.
18. UR owned construction materials and labour, unless for Projects that have been pre-approved for Project Management – work by own forces.
19. Costs to purchase digital sign and mobile traffic control lights.
20. Vehicle rental/lease/purchase.
21. Costs associated with operating expenses and regularly scheduled maintenance work.
22. Replacement parts and tools.

### 14.3 COSTS FOR ICIP PROJECTS

1. Eligible Project costs for Investing in Canada Infrastructure Plan (ICIP) are outlined in the Integrated Bilateral Agreement (IBA), and are copied here for references purposes only.

### 14.4 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.

### 14.5 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 unless pre-approved by Canada;
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 UR, any direct or indirect operating or administrative costs of URs, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the UR'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 UR 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 Integrated Bi-lateral Agreement between Canada and the Province of Newfoundland and Labrador have been met and continue to be met.

## 15 PROGRESS PAYMENTS

### 15.1 REQUIREMENTS

1. The UR is required to pay consultants and contractors within the contractual requirements of those engagements, those being through Prime Consultant Agreements, or through Construction Contracts using MI's Unit Price Contract or Stipulate Price Contract.
2. The UR will be required to retain, and eventually release, holdback for construction contracts, per the requirements of the Mechanics' Lien Act.

### 15.2 PROCESS

1. To obtain payment from the Division the UR is required to submit, via MSIS a "Status Report". This may be submitted by the Consultant on the UR's behalf.
2. Status Reports must consider progress to date, and include substantiated invoices, statutory declarations (e.g. from WorkplaceNL), and other completed forms (e.g. Form 14) as appropriate. Status Reports submitted without the appropriate supporting information may be returned until such time as the requisite documents are in order, delaying payments.
3. The Consultant must submit Status Reports within 10 business days of the end of each month to the Division's Regional Engineer and the UR.
4. These Status Reports must span from the date of appointment of the Consultant to the date of final completion of the project, including warranty inspection and correction of warranty items.
5. The final Status Report must be marked as such.
6. The UR shall not pay consultant invoices unless the Status Report has been received and also shall not pay the final professional services invoice until any and all records documents (e.g. as-builts) are received.
7. Status Reports valued at less than \$1000 + hst should be held by the UR and submitted with the next month(s) only after the total is greater than \$1000+hst. Unless, it is the final status report for the project.

### 15.3 REQUIRED DOCUMENTATION FOR PAYMENT

1. The Status Report is required to be substantiated by, and include copies of:
  - a) Invoices
  - b) Engineering invoices
    - i) Travel claims, receipts (hotel, car rental, airfare, etc)
  - c) Substantial performance certificates
  - d) Contractor's progress payment and back up documents

## 16 PROJECT METHODOLOGIES

### 16.1 DESIGN-BID-BUILD

1. The Design-Bid-Build (DBB) Project delivery methodology involves engagement of professional services (most often by engineering and/or architecture teams), by an Owner for planning, conceptual and detailed design, and preparation of bidding packages for contractors to bid on.
2. The DBB delivery method allows for strict control by an Owner and their consulting team, over the form and function of a particular design solution to an infrastructure Project. This design control is a trade-off, increasing the cost risks to the Owner, as the Owner and their design team is fully responsible if there are errors, omissions, or unknown conditions found during the construction phase.
3. Typical phases for DBB Projects include:
  - a) Design Phase
  - b) Tender Phase
  - c) Construction Phase
  - d) Close out Phase
  - e) Warranty period

Typical Process within each of these phases comprise the following:

#### 16.1.1 Design Phase

1. Consultant Engagement
2. Program Development or Pre-Design work
3. Concept Design
4. Detailed Design

5. Preparation of Bidding Documents (also known as Tender Documents)

**16.1.2 Tender Phase**

1. Open Call for Bids Period (also known as Tender Period)
2. Responding to Bidder questions and Issuing Amendments as needed.
3. Contract Award and Contract Signature between Owner and Contractor.

**16.1.3 Construction Phase**

1. Execution/implementation of the contract by the contractor.
2. Inspection by the Consultant for Quality and Progress Tracking.
3. Progress Payments issued as work is completed.

**16.1.4 Close out Phase**

1. Final Inspections are conducted to ensure work is complete per the design.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received.

**16.1.5 Warranty period**

1. Warranty period starts.
2. Any issues observed during warranty period are rectified by Contractor.
3. Warranty period ends with a final review by the Consultant.

**16.2 DESIGN-BUILD**

1. The Design-Build (DB) delivery method allows an Owner to engage with a Design-Build team, comprised of Contractors and Design Professionals, to provide the detailed design and construction services. The Owner will often hire a consultant to provide technical and project management oversight, and to establish and formalize the Project needs and goals through an Owner's Statement of Requirements.
2. The DB delivery method allows an Owner to establish an overall infrastructure need and Project budget, but shift the detailed design work and associated cost risk to the Design-Builder. The Design-Builder, on the other hand, has the advantage of being able to execute a Project in a more expedited timeframe, since construction can generally start before all the design work has been finalized. Additionally, having the

Design Professionals on the same team allows for quicker resolution of issues during construction.

3. While not strictly necessary for all types of DB Project, highly complex DB Projects will first go through a selection phase where Design-Builders respond to a public Request for Qualifications (RFQ). This RFQ is used to shortlist a small number Design-Build teams who demonstrate through their RFQ response that they have the capacity, expertise, and experience in DB Project delivery. These firms will then be privately invited to the Request for Proposals stage, where they submit their proposal containing their notional plans and designs for the Owner's consideration.
4. Typical phases for a DB Project involve the following:
  - a) Request for Proposals Development Phase
  - b) Request for Proposals Responses Phase
  - c) Contract Award Phase
  - d) Construction Phase
  - e) Close out Phase
  - f) Warranty period

The typical process for a DB Project includes the following:

#### 16.2.1 Request for Proposals Development Phase

1. Obtain an Owner's Advisor
2. Program Development, Concept Design, and Development of Owner's Statement of Requirements
3. Design Build Request for Qualifications Development
4. Request for Qualifications Open Call
5. Request for Qualifications Submission review and Development of Short List
6. Design Build Request for Proposals Development

#### 16.2.2 Request for Proposals Responses Phase

1. Issue Design-Build Request for Proposals (Shortlisted Proponents only)
2. Request for Proposals Response Review

#### 16.2.3 Contract Award Phase

1. Negotiations with Preferred Proponent
2. Contract Development and Signature

#### 16.2.4 Construction Phase

1. Execution/implementation of the contract by the Design-Builder.
2. Completion of Design Documents for Owner's Review.
3. Periodic Inspection by the Owner's Advisor for Quality and Progress Tracking.
4. Progress Payments submitted as work is completed by the Owner's Advisor.

#### 16.2.5 Close out Phase

1. Final Inspections are conducted to ensure work is complete per the contract.
2. Substantial and Final Performance Certificates are issued.
3. Operation and Maintenance Manuals, Record Drawings, and other necessary documents are received by the UR and copied to MI.

#### 16.2.6 Warranty period

1. Any issues observed during warranty period are rectified by the Design-Builder.
2. Warranty period ends with a final review by the Owner's Advisor.

#### 16.2.7 Required Projects Utilizing DB process

1. The following Projects are required to be Design-Build - Request for Proposals, unless otherwise directed or approved by MI:
  - a) Water Treatment
  - b) Waste Water Treatment
  - c) Water storage towers/tanks
  - d) Buildings
2. Other methods may be allowable with prior approval of MI.

### 16.3 WORK BY OWN FORCES / PROJECT MANAGEMENT

The Municipal Infrastructure Policy and Guideline regarding Project Management /Work By Own Forces applies to all URs availing of that methodology. The following sections briefly describes the methodology, the Guideline shall govern.

#### 16.3.1 Required Approval

1. MI approval must be obtained on a per Project basis, ineligibility of costs incurred may result without prior approval.

2. For federally funded Projects, approval by INFC must also be obtained. This is requested through MI on a per Project basis. Costs incurred may be ineligible without prior federal approval.

### 16.3.2 Requirements

1. UR may construct using own forces, however design must be completed by qualified, registered, and insured professionals.
2. UR forces utilized must be hired specifically for the work of the Project only.
3. The UR's engineering staff cannot provide design services (i.e. professionally stamped/sealed Project drawings) for funded Projects, unless the UR and its engineering staff are appropriately registered with Professional Engineers and Geoscientist of Newfoundland and Labrador, appropriate insurance is also required. Proof of licensure and insurance must be available upon request.

### 16.3.3 Eligible Costs

1. Salaries of staff employed specifically for a specific Project are eligible, overhead and profit may not be claimed for these employees.
2. Regularly employed staff are not eligible. MI may request records of employment to validate the claim for salaries of UR employed staff.
3. Project Management by UR engineering staff is not an eligible expense.
4. Overtime of regularly employed staff related to the Project is not an eligible expense.
5. In the case where UR engineering staff are providing services related to the design and inspection of a Project, the costs associated with this are not eligible.

## 17 LAND ACQUISITION

1. Any land required for the Project must be registered in the UR's name prior to approval to tender.
2. Costs relates to purchase of land are responsibility of the UR.

## 18 PROJECT PROCESS

### 18.1 PROJECT ACCEPTANCE BY ULTIMATE RECIPIENT

1. If the UR intends to accept Project funding, the UR is required to submit the following to MI:

- a) Sign and return the funding agreement (within the timeframe indicated on the Project Approval letter), and
  - b) A Resolution in support of the Project.
2. Concerning the resolution mentioned above, the governing body of the UR is required to provide a motion that is passed by the council or board indicating support for the Project, willingness to accept the funding cost shares, ability to provide their cost share, and acceptance of the terms and conditions of the funding agreement.
  3. Should the UR decide to decline the funding, the UR must provide the following to MI:
    - a) Notification of intent to decline Project funding (using the means indicated and within the timeframe indicated on Project Approval letter), and
    - b) A Resolution outlining the decision to decline the Project funding.

## 18.2 PROJECT INITIATION

1. The UR shall not commence work on a Project until a Project initiation meeting has been held with the Regional Office of the Division.
2. This meeting should be held within 15 days of signing the funding agreement.
3. It is the responsibility of the UR to make the arrangement for this meeting. Virtual meeting spaces are acceptable (Skype, Zoom, teleconference, etc.).
4. Agenda shall include but is not limited to an overview of the following:
  - a) Funding Agreement, Guidelines, and Requirements
    - i) Cost shares
    - ii) Division requirements
    - iii) Federal funding terms and conditions (for federally funded Projects)
    - iv) Eligible expenses or Projects costs
    - v) Climate Lens (i.e. Provincial, Federal)
    - vi) Build Better Building Policy and LEED
  - b) Project Announcements, public engagement
  - c) Project Signs
  - d) Project Scope
  - e) Time line
  - f) Procurement process, Public Procurement Act
  - g) Safety

- i) Specific Safety concerns
- ii) Ultimate Recipient
- iii) Consultant
- iv) Contractor
- h) Scope Change requests
- i) Monthly reporting
- j) Use of MSIS
- k) Status Reports
- l) Mechanic's Lien Act
- m) Cash flows
  - i) Funding timeline requirements
  - ii) Project design and construction schedule
- n) Commissioning
  - i) Requirements
  - ii) Process
- o) Project Closeout and Turnover
- p) Land Ownership
- q) Communication Requirements (with MI)

## **19 ENGINEERING SERVICES ENGAGEMENT**

### **19.1 APPROVALS REQUIRED FROM MI**

1. The Director of Municipal Infrastructure's approval is required before the UR can engage, or change, a consulting firm (engineering, architectural, etc.) in relation to the Project.
2. Once the solicitation of bids process is complete, with a recommendation made for a preferred proponent, a letter from the Director of Municipal Infrastructure will grant approval for the UR to enter in to an agreement with the recommended consultant.

### **19.2 PROCUREMENT REQUIREMENTS**

1. Procurement of consulting and professional services must comply with the Public Procurement Act, and the Municipal Infrastructure Procurement of Professional



Services Policy (available at <https://www.gov.nl.ca/ti/files/Policy-Procurement-Policy-Professional-Services-MAY-2021.pdf>).

2. Procurement records must be maintained per the Public Procurement Act and available for audit at the request of MI or Public Procurement Agency.

## 19.3 CONSULTANT PROCUREMENT

### 19.3.1 General

1. The Regional Office will develop the scope of work utilizing department templates for Limited Call, Prequalified Supplier List, or Request for Proposals.
2. The UR will be provided a draft of the scope of work for approval, comments/approval is required in five (5) business days from receipt.
3. Consultant procurement will be undertaken in accordance with the Public Procurement Act, and MI's Procurement of Professional Services Policy. Requirements are outlined at a high level below for reference only.

### 19.3.2 Limited call

1. The Limited Call for Bids process is used where the estimated fees for consulting services is less than \$105,700 (before HST).
2. Solicitation of Bids can be from a limited number of potential suppliers, shortening the procurement timelines. MI requires that no fewer than five (5) potential suppliers are invited to provide pricing.
3. The Limited Call solicitation must be based on a prepared scope of work, created by the Regional Office, or if created by the UR, it must be approved by the Regional Engineer.
4. Limited Call Proposals submitted in response to the solicitation must be evaluated based on the criteria established in the Limited Call documents, but they will generally be based on lowest cost for services.
5. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

### 19.3.3 Open call (Request for Proposals)

1. The Open Call Request for Proposal (RFP) process is used where the estimated fees for consulting services are greater than \$105,700 (before HST).
2. The Open Call RFP must be prepared in conjunction with the Regional Office, generally using the MI RFP template.

3. Solicitation of Bids (Responses) to the RFP must be publically advertised through MERX.
4. Open Call RFPs must not be advertised until approval has been granted by the Regional Engineer.
5. RFP Responses must be reviewed and evaluated by the Evaluation Committee comprised of:
  - a) MI Regional Engineer (as co-Chair of the Committee)
  - b) UR Contact Person (as co-Chair of the Committee)
  - c) MI PR
  - d) Others as determined by UR in consultation with MI Regional Engineer
6. The Evaluation Committee will make a recommendation on a preferred proponent based on the review of the submissions, and subsequent Evaluation Committee Meeting.
7. The Approval to Enter into Contract with the preferred proponent, based on the results of the RFP Evaluation, will be sent to the UR from the Director of MI.

#### 19.3.4 Prequalified Supplier List

1. MI has developed a Prequalified Supplier List for use in Consultant Engagement under certain circumstances:
  - a) Routine Projects with estimated fees for consultant services in excess of \$105,700 (before HST). Routine Projects are outlined in the Procurement of Professional Services Policy.
  - b) Where MI determines the use of the PSL is appropriate.
2. Solicitation of Bids closely follows the process for Limited Calls, where a scope of work is prepared in consultation with the Regional Engineer, and the solicitation is sent to prospective suppliers. Where the process differs from the Limited Call process, is that the list of potential suppliers includes all of those suppliers who have been prequalified by MI for specific scopes of work in specific areas of the province.
3. Proposals received in response to the solicitation must be evaluated based on the criteria established in the scope of work documents, but they will generally be based on lowest cost for services.
4. Once a preferred proponent is selected, a letter indicating Approval to Enter in to Contract will be issued to the UR by MI's Director.

## 19.4 FORM OF AGREEMENT

1. Once a Consultant has been selected, the Approval to Enter into Contract will be provided, accompanied by the MI Standard Form of Agreement between Client and Consultant (also called the “Prime Consultant Agreement”, or PCA) for the UR and the selected consultant to sign.
2. The Regional Office will prepare the PCA, and it will be forwarded to the Consultant for review and signature. The Consultant will then forward the signed PCA to the UR for final review and signature.
3. Once the PCA is signed by the UR, it is forwarded to the Regional Engineer.
4. No consulting or professional services work is to be performed until the PCA has been signed by both the UR and Consultant.
5. The PCA must indicate the scope of work, the services, the deliverables, the fees and expenses to be charged, and include a Project schedule. Rates charged are to be in line with the service rendered not necessarily the seniority of the professional staff involved. Rates for expenses related to execution of the Project must be in line with those established in Section 19.7- Consultant Expenses.
6. The Consultant and any other agents of the UR must liaise with the Regional Office on all aspects of the Project.

## 19.5 CONSULTANT CONTRACT CHANGE ORDER

1. A Consultant Contract Change order is required to:
  - a) Change the scope of service
  - b) Change the deliverables
  - c) Change the timelines
  - d) Change allocated personnel
  - e) Other items of material nature that effects the terms and conditions of the contract
2. A Change Order (CO) is required to be pre-approved by the appropriate MI Regional Office.
3. All costs in excess of the approved funding amount indicated on the “Approval to Enter into Contract” letter will be 100% responsibility of the UR.
4. PCA COs must use Form 5A, available at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>
5. Work related to the CO shall not proceed until the CO is approved by the Regional Engineer, in writing (via Form 5A).

## 19.6 CONTRACT EXTENSION

1. Any extensions to a PCA (consultant contract), if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

## 19.7 CONSULTANT EXPENSES

1. Expenses of the Consultant, any of their sub-consultants, or companies they engage for testing, are to be charged within the allowances set by the Government of Newfoundland and Labrador. Note that HST is not an eligible addition to these expenses.

Mileage - <https://www.gov.nl.ca/exec/tbs/working-with-us/auto-reimbursement/>

Meal Rate Policy / Per Diem - <https://www.gov.nl.ca/exec/tbs/working-with-us/meal-rates/>

Transportation Policy - <https://www.gov.nl.ca/exec/tbs/working-with-us/transportation/>

2. Sub-consultants or companies engaged to do work for the Prime consultant shall be reimbursed at cost.

## 20 DESIGN PHASE

### 20.1 PRE-DESIGN / PRELIMINARY ENGINEERING

1. If the location of infrastructure is unknown (including sub-surface), or in doubt, the consultant should locate the infrastructure using a CCTV inspection, infra-red technology, ground penetrating radar, or other non-destructive methods.
2. This location investigation is an eligible Project cost, and considered important in managing and mitigating potential issues during construction. When required, this should be included in the prime consultant agreement as an allowance.

### 20.2 CONSULTANT SAFETY REQUIREMENTS

1. Under the Occupational Health and Safety (OHS) Regulations, all communities or groups (The UR) are considered a Principal Contractor during a Project and must ensure work is performed safely and in compliance with the OHS requirements.

Prime Consultants are also considered Principal Contractors if they engage sub-consultants.

2. As per Section 21 of the Regulations, the Owner may delegate a person to assume the duty of Principal Contractor. Prime Consultants engaged for MI Projects are to will have been delegated this duty unless told otherwise by Municipal Infrastructure and the Owner.

### 20.3 DESIGN

1. Consultants are expected to conduct design work to all applicable codes, standards, industry best practice, and per any applicable provincial guidelines.

### 20.4 INTERDISCIPLINARY REVIEW

1. Consultants are expected to conduct any and all interdisciplinary reviews, as are necessary to ensure that Bidding documents (drawings, specifications, etc.) are free from coordination errors.
2. Consultants should be prepared to outline their internal processes for interdisciplinary reviews.

### 20.5 ISSUED FOR REVIEW (IFR)

1. Issued for Review (IFR) document packages will often be required for submission to Authorities Having Jurisdiction (AHJ) in order to show critical Project information necessary to obtain permits.
2. IFR document packages can also be used to demonstrate that the Consultant is achieving the end goal of the Project through their design, by providing sufficient information for the UR and MI Regional Office personnel to discuss the in-progress design, and provide corrective actions where and when needed.

### 20.6 ISSUED FOR TENDER (IFT) REVIEW

1. Issued for Tender Review (IFT) document packages are issued as a final review prior to Bidding documents being issued for open public calls.
2. Detailed review of IFT packages is a precursor to receiving the Approval to Tender from the MI Regional Engineer.

### 20.7 COMMENTS FROM MI

1. At all review stages, Consultants are expected to accept, review, respond (if necessary), and incorporate any and all comments from MI Regional Office personnel with respect to Project related matters. This includes, but is not limited to design aspects, procurement methodologies, tendering, contract award, construction phase, commissioning, and close-out.

## 20.8 CONSULTANT PROJECT REQUIREMENTS

1. The Consultant must also submit, prior to tender call, a copy of the plans and specifications to the UR and all relevant Government departments and agencies such as, Digital Government and Service NL, the Fire Commissioner's Office, Department of Environment and Climate Change, Department of Transportation and Infrastructure, and other agencies that might have jurisdiction for approval. Feedback received regarding non-conformances must be addressed, and deficiencies corrected.
2. The Consultant and any other agents of the UR 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.
3. 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 Division.
4. Where applicable, the Consultant must produce a system operation and maintenance manual and submit it to the UR. This will be reviewed by the Regional Engineer prior to final acceptance.
5. 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 UR and the Regional Engineer.
6. The consultant is responsible for the completion of the Warranty inspection and preparation of warranty inspection report. Additionally, the coordination of the corrective actions by the contractor.
7. The UR should hold payment of funds, sufficient enough to cover the costs of any undelivered deliverable in the contract.

## 21 TENDER PHASE

### 21.1 APPROVAL TO TENDER

1. Once the document package including all drawings, specifications, front end documents have been reviewed and approved by MI, the Regional Engineer will issue a letter giving the UR approval to tender the work. This approval will be copied to the consultant.
2. Approval to Tender will not be granted without a suitable pre-tender estimate, satisfactory to the Regional Engineer.
3. Approval to Tender will not be granted if there should arise any land ownership issues related to the Project, until such a time that the issues are addressed to the satisfaction of the Regional Engineer.
4. All permits required from Authorities Having Jurisdiction must be received prior to approval to tender being granted.

### 21.2 TENDER ADVERTISEMENT

1. All tenders are to be advertised through the Tendering and Contracts Division of the Department of Transportation and Infrastructure utilizing the eProcurement software (MERX). Should a UR wish to utilize their own eProcurement services, permission may be granted by MI upon request.
2. The Consultant, on behalf of the UR will submit to Tendering and Contracts all drawings, specifications, MERX Excel template and tender request memo. This is to be copied to the Regional Engineer.
3. The submitted documentation for advertisement must meet the requirements of the MERX system and Tendering and Contracts.
4. All bid submissions must be received electronically by Tendering and Contracts.
5. The UR shall not communicate any Project specific information to any plan taker.

### 21.3 TENDER AMENDMENT

1. Should changes to the tender document be required, amendments may be made. Any amendment must be issued to all plan takers, through the MERX system.
2. Where an amendment is required for an Open Call for Bids, the amendment must be sent to Tendering and Contracts with as much notice as possible. The Regional Engineer must be carbon copied on the email to Tendering and Contracts requesting the amendment.

3. If, however, an amendment is required on the day the Open Call for Bids closes, it must be received by Tendering and Contracts no later than two hours prior to the closing time. For example, if an Open Call for Bids closes at 2:00pm, the amendment must be received by Tendering and Contracts no later than 12:00pm. This allows sufficient time for Tendering and Contracts staff to appropriately action the requested amendment.
4. Submitting amendment requests less than two hours prior to the closing time could result in the amendment not being issued.
5. In order for MI to ensure changes are within Project approved scope and budgets, consultants issuing amendments to tenders during the tender period, must copy the appropriate Regional Engineer on correspondence to the Tendering and Contracts Division. Tendering and Contracts will only issue amendments to tenders that have been copied to the Regional Engineer.

## 21.4 TENDER CLOSING

1. The Tendering and Contracts Division will close Open Calls for Bids in the MERX system and perform the duties required for the public opening.
2. All bids must be received prior to close, and submitted electronically through the MERX system.
3. MERX will not accept bids after the close time.

## 21.5 TENDER RESULT REVIEW

1. The tender results will be reviewed by the UR's consultant, and a request to award will be made to MI.
2. The UR will be given approval to enter into contract from MI as appropriate, based on the Consultant's review and recommendation as well and MI's internal review.
3. The UR shall not enter into contract without approval from MI.

## 21.6 APPROVAL TO AWARD

### 21.6.1 General

1. Once a recommendation to award is received by the MI Regional Office, the Regional Engineer will forward an Approval to Award letter, as appropriate.
2. The UR must follow the next steps outlined in the letter.

### 21.6.2 Tender Closed Within Budget



1. Where the preferred supplier's bid is within the Project budget, the UR will be required to follow the steps and timelines outlined in the Approval to Award Contract letter, namely:
  - a) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
  - b) Contact the Consultant to arrange signature of the contract documents; and
  - c) Forward copies of the signed contract documents to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the Approval to Award letter.

### 21.6.3 Tender Closes Over Budget

1. Where the preferred supplier's bid is more than the Project budget, the UR will be required to follow the steps and timelines outlined in the provisional Approval to Award Contract letter, namely:
  - a) The UR will be required to obtain a motion/resolution to proceed with the work, and committing to funding the cost overrun, the motion shall include the value of the overrun;
  - b) Secure the additional funds required through means available to the UR, the UR is responsible for obtaining all applicable approvals from MAPA to fund the overrun;
  - c) Notify the preferred supplier of their status as preferred supplier, and indicate the intent to enter into a contract to complete the work as tendered;
  - d) Contact the Consultant to arrange signature of the contract documents; and
  - e) Forward copies of the signed contract documents, resolution to proceed with work, and proof of overrun funding to the Regional Engineer.
2. The MI Regional Office can provide support if there are questions or concerns related to the cost overrun, the provisional Approval to Award letter, or other options available to the UR.

## 21.7 CONTRACT AWARD

1. The UR or their consultant, will issue a letter to the preferred bidder, indicating intent to enter into contract. The UR may request that their Consultant issue this letter on their behalf. This letter shall be copied to the MI Regional Engineer. The date of this letter will trigger the publishing of award in the MERX system, which is finalized by MI and published in MERX.

## 22 CONSTRUCTION PHASE

### 22.1 CONSTRUCTION CONTRACT

1. A copy of the signed contract documents for the construction of the Project must be forwarded within one week of signing by both parties, to the appropriate Regional Engineer. Electronic copies of the contract documents are acceptable, and preferred. Contracts should be signed at the earliest opportunity.
2. The Consultant must notify the Regional Office of the time and location of preconstruction and construction meetings, including any monthly progress meetings, in a timely manner to allow a representative of the Regional Office an opportunity to attend.
3. It is the responsibility of the Consultant to ensure that the Contractor adheres to the requirements of the signed contract.

### 22.2 CONTRACT CHANGE ORDERS

1. From time to time, changes may be required to address changes in the work or time lines of a Project. The UR may request approval from MI for such contract COs to either, or both, the Consultant and/or Construction contracts within the approved Project budget and in accordance with the Public Procurement Act.
2. Requests for COs may be submitted to the Regional office for consideration, using the most up to date and appropriate CO form (found online at <https://www.gov.nl.ca/ti/mi/mwsr/#forms>). If approved, an approval letter will be issued by the Regional Engineer.
3. The request for CO submittal must contain all supporting information necessary to make an informed decision. COs without supporting information will be rejected.
4. COs must be reported to the Public Procurement Agency as required by the Public Procurement Act.
5. CO costs should be managed within the contract agreement limits, and the UR should seek to reduce these costs.
6. Neither the UR nor their consultant shall submit claim for payment on a Status Report in MSIS for a CO, unless:
  - a) Approval has been previously processed by MI in MSIS for the CO in question, and
  - b) MSIS Project has been amended to reflect the CO.
7. All costs in excess of the approved funding amount indicated on the "Approval to Award" letter will be 100% responsibility of the UR.

## 22.3 CONTRACTOR SAFETY

1. Contractors are responsible for maintaining safety on their construction site, and maintaining or ensuring all safety requirements under the Contract Documents, and in accordance with the applicable legislation of the Province.
2. The Consultant is responsible for ensuring that Contractors are conducting the work in a safe manner, and must have rectified any unsafe conditions or processes observed or suspected.

## 22.4 SUBSTANTIAL PERFORMANCE

1. Substantial Performance, sometimes informally referred to as “Substantial Completion”, is a defined status in the Mechanic’s Lien Act, and the definition also appears in MI’s “General Conditions of Contract” documents.
2. For the purposes of the Mechanics’ Lien Act, a contract is considered substantially performed:
  - a) when the work or a substantial part of the work is ready for use or is being used for the purpose intended; and
  - b) when the work to be done under the contract is capable of completion or correction at a cost of not more than
    - i) 3% of the first \$250,000 of the contract price,
    - ii) 2% of the next \$250,000 of the contract price, and
    - iii) 1% of the balance of the contract price.
3. The Act also recognizes that where the work or a substantial part of the work is ready for use or is being used for the purpose intended and where the work cannot be completed expeditiously for reasons beyond the control of the contractor, the value of the work to be completed shall be deducted from the contract price in determining substantial performance.
4. The Certificate of Substantial Performance is prepared and issued by the Consultant on behalf of the UR, and copied to the appropriate MI Regional Engineer.

## 22.5 TOTAL PERFORMANCE

1. Total Performance means when the work associated with the contract has been performed to the requirements of the Contract Documents, and is certified as such by the Consultant on behalf of the UR.
2. After the Certificate of Substantial Performance is issued, the date for Total Performance is established between the Contractor and the UR; the UR will

generally rely on the input of the Consultant in establishing the Total Performance date.

3. The Consultant will perform the requisite Total Performance inspections on behalf of the UR, and issue the requisite Certificate of Total Performance as appropriate.

## **22.6 MECHANICS' LIEN HOLD BACK**

1. The Mechanics' Lien Act requires that ten percent (10%) of the value of certain contracts (e.g. construction contracts) is retained, as the work is completed, for a period of 30 days after the Project is completed. This generally takes the form of a ten percent (10%) holdback being retained during each month's progress billing.
2. The Mechanics' Lien Act stipulates when this holdback is paid to the contractor, and the conditions around liens.
3. The Holdback required under the Mechanics' Lien Act must not be confused with any amounts held back from progress payments, based on observed progress or deficiencies at the time of the billing.

## **22.7 DEFICIENT OR INCOMPLETE WORK**

1. Deficiencies found in work by the Contractor may be cause for withholding final payments after the issuance of the Certificate of Substantial Performance.

## **22.8 DEFICIENCY HOLD BACK**

1. The value of the monies withheld is equal to twice the cost estimated by the UR 's Consultant or MI, to remedy the deficiencies.
2. Statutory Holdback release may be prevented where deficiencies are found to remain.

## **22.9 CONTRACT EXTENSION**

1. Any extensions to a construction contract, if necessary, require the written approval of the Division. Unless exceptional circumstances apply, extensions will not normally be approved.
2. This is to be executed on the contract by either a no cost, credit, or debit CO as the situation warrants.

## 23 PROJECT MONITORING

### 23.1 SCOPE

1. It is the responsibility of the UR and their Consultant to ensure that ongoing Projects are within the approved scope for the approved funding.
2. The UR must complete the scope of work that formed part of the Project Approval.
3. If MI becomes aware of deviances in scope, MI will notify the UR in writing.
4. Deviances from approved scope, especially those that cause cost overruns, will be fully the responsibility of the UR to fund.

### 23.2 SCHEDULE

1. Funding timelines are outlined in the funding approval letter send to the UR by MI, and are further elaborated on in Section 12 - PROJECT FUNDING TIMELINES.
2. Non-conformances to the established timelines may cause a Project to be cancelled.
3. Construction Project schedule, and control of the schedule is the responsibility of the UR and their Consultant.
4. MI Regional Office personnel may provide input in to estimated timelines for Project completion, but this does not absolve the UR and the Consultant of their responsibility.

### 23.3 FINANCIAL

1. Cost control is the responsibility of the UR and their Consultant. Specifically, the Consultant's responsibility for cost control is outlined in the PCA.
2. MI is unable to fund cost overruns on funded infrastructure Projects. The approved funding received by the UR is the entirety of the funding available, unless the UR secures additional funding of their own.
3. Federal cost shared funding programs generally have restrictions related to stacking funding from Federal sources. The UR is cautioned against trying to access additional federal funding from other sources without first checking with MI to determine stacking limits.

### 23.4 REVIEW MEETINGS

1. The UR and their Consultant will invite MI Regional Office personnel to each and any review meetings held for the duration of the Project.

2. These meetings include, but are not limited to:
  - a) Kickoff meetings,
  - b) Programming and pre-design meetings,
  - c) Design meetings,
  - d) Pre-Constriction meetings,
  - e) Progress meetings,
  - f) Commissioning meetings, and
  - g) Any other Project related meetings that arise.

## **24 PROJECT CLOSE OUT**

1. All Project closeout documentation, including as-built drawings, completion reports, certificates, warranties, O&M Manuals, and commissioning documents shall be submitted to MI prior to request for final payment. The final payment will not be processed until these documents have been received by MI.
2. The UR is required to maintain these documents in their Project files.

## **25 PROCUREMENT RECORD REQUIREMENTS**

1. Public bodies are required to follow the legislative requirements surrounding the retention of procurement records.
2. Retention of records related to procurement are outlined in “Section 28 - Procurement Records” of the Public Procurement Regulations. They state:
  - a) A public body shall maintain comprehensive records relating to each procurement by that public body.
  - b) Procurement records shall be kept individually by procurement, shall relate to all phases of the procurement process, and shall be maintained in a central file.
  - c) Procurement records include the following:
    - i) approved requisitions;
    - ii) quotation sheets;
    - iii) call for bids;
    - iv) amendments;
    - v) bid submissions;

- vi) evaluation documentation;
  - vii) contracts;
  - viii) supplier performance monitoring;
  - ix) change orders and extensions;
  - x) any other correspondence relating to that procurement process; and
  - xi) those other procurement records which may be required by the chief procurement officer.
- d) Procurement records may be created and stored electronically.
3. Public bodies are encouraged to contact the PPA if they have any additional questions or need clarification surrounding the retention of these records.

## **26 EASEMENT AND RIGHTS-OF-WAY**

1. It is the responsibility of the UR and its Consultant(s) to ensure that all easements and rights-of-way are acquired before the tender is called.

## **27 DUTIES OF PARTIES INVOLVED**

### **27.1 DUTIES OF THE ULTIMATE RECIPIENT**

1. The UR will require approval from MI through the following Project execution steps/process:
  - a) Procurement of Consultants - following the current MI Procurement of Professional Services Policy
  - b) Signature of Prime Consultant Agreements in a timely manner
  - c) Obtaining approvals, or permits to construct as the case may be, from AHJs (Water Resources, Environment, Transportation, DGSNL, etc.)
  - d) Approval to Tender
    - i) UR to provide Issue for Tender documents package to MI for review
    - ii) UR will then Tender through Tendering and Contracts Division, using MERX
  - e) Notification of Award Tender after approval to award is received from MI.
2. The UR must keep records to support all decisions throughout the duration of a Project. These records must be provided to MI upon request, within a reasonable timeframe. These shall include, but are not limited to:

- a) Checklists
  - b) Reports
  - c) Documents reviews
  - d) Meeting minutes
  - e) Payment records
  - f) Material test reports
  - g) Procurement records
3. The UR must monitor Project costs to ensure the Project is completed within the approved budget.
  4. The UR must provide all issued for review and issued for tender documents to MI.
  5. Incorporate all comments received from MI, or provide reasoning for not doing so.
  6. Ensure that MI is invited to Project meetings and provide copies of all meeting minutes related to the Projects.
  7. The UR must report on Projects in accordance with this guideline.

## **27.2 DUTIES OF MUNICIPAL INFRASTRUCTURE**

1. Provide approvals, as deemed necessary and appropriate, in a timely manner.
2. Advise on procurement methods.
3. Steer the engagement of consultant process.
4. Prepare Prime Consultant Agreements (PCA).
5. Provide approval to tender.
6. Provide approval to enter into contract.
7. Site visits periodically throughout the project.
8. Revise and update templates for UR use as needed.
9. Review design documents and provide comments within the permitted timeframes.
10. Review and process Project Status Reports for payment.
11. Review and process, as necessary and appropriate, any COs that arise.
12. Scoring Member of evaluation committees (e.g. for RFQs, RFPs, etc.).
13. Participate in Project team meetings as deemed necessary by MI.



## 28 COMMUNICATIONS

### 28.1 JOINT COMMUNICATIONS

1. The Province, the UR, and applicable funding agencies/partners may have Joint Communications about the Project's funding.
2. Joint Communications under these Guidelines must 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 UR 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 funding agencies/partners or the UR. If the Communications Activity is an event, it will take place at a mutually agreed upon date and location.
5. The requestor of the Joint Communications will provide an equal opportunity for the other Parties or the UR 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.

### 28.2 INDIVIDUAL COMMUNICATIONS

1. 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 UR 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.

## 29 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. Please contact the regional office for most recent version.
4. Signs must be installed before construction commences and must be removed when the Project is completed.
5. The Consultant must certify (via dated photograph) that the Project signs are in place before the first progress claim containing claims related to construction work is paid, photographs are to be submitted with this progress claim in MSIS.

## 30 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 these Guidelines.
2. If approved there will be a secondary set of guidelines that will need to be followed.

## 31 WORK DURING CARETAKER CONVENTION

1. During the time between the call of an election and the swearing in of new government and ministers, work that has already been started (design and construction) may continue.
2. Modifications in the ability to tender by the department may be required, notification of this will be communicated as direction is received by the department.

## 32 REVISIONS TO PROJECT GUIDELINES

1. These guidelines may be revised periodically, and will be integrated with annual review of the funding programs.

2. The UR will be responsible for following the guidelines as issued with Project Approval, however, the UR must note that from time to time, MI may make changes that will come into effect mid-Project. These changes will be made as needed and issued via circular, or the entire guideline may be reissued via circular in the case of comprehensive updates to these guidelines.

## **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 Transportation and Infrastructure 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 Transportation and Infrastructure 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.

2

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

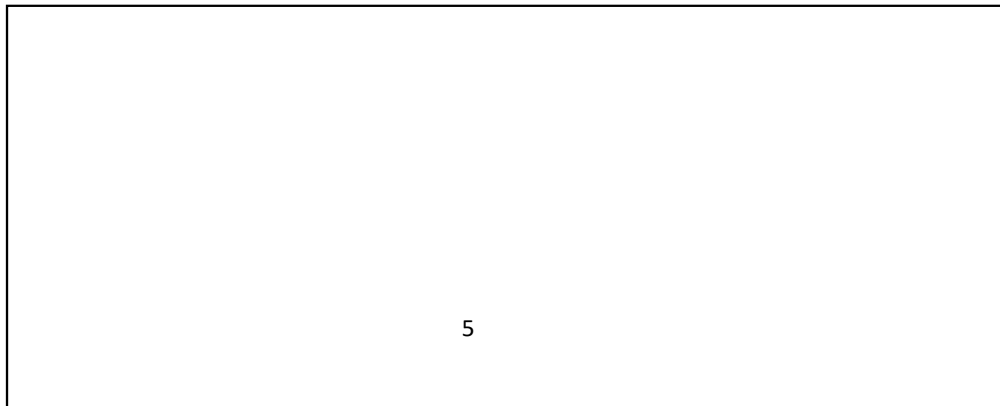
Climate mitigation is defined as action to reduce the amount of greenhouse gas (GHG) emissions released into the atmosphere. A range of measures can be integrated into infrastructure projects to minimize GHG emissions in both the construction and operation phases of the project. For example, this may 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.

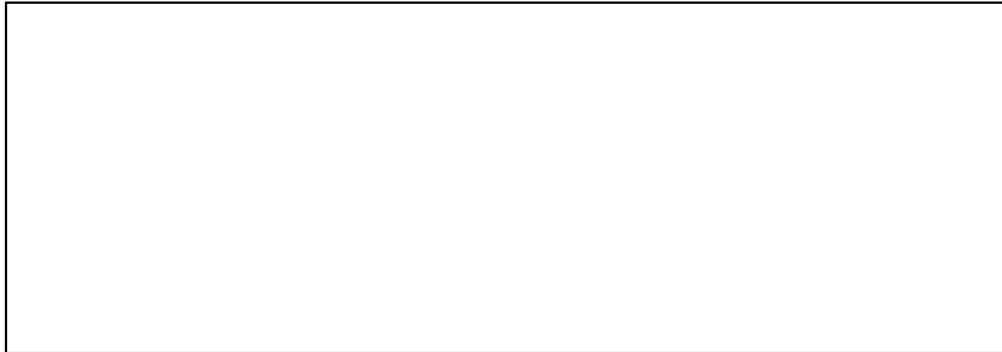


2.2 What are the estimated i) energy use and ii) GHG emissions related to the operations phase of the proposed asset after the project has been constructed? In cases where the new asset replaces an existing asset, what are the incremental changes in energy use and GHG emissions relative to the asset 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.

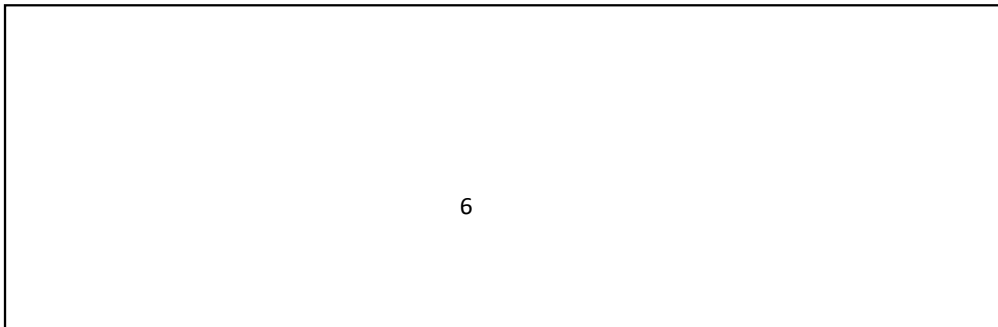


Climate Mitigation Measures

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: \_\_\_\_\_

**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 Transportation and Infrastructure, 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](mailto: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**

<b>Table</b>	<b>Area of Focus</b>	<b>Available Data</b>	<b>Resource links</b>
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.	<a href="https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html">https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html</a> (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.	<a href="https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html">https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html</a> (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.	<a href="https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html">https://www.exec.gov.nl.ca/exec/occ/climate-data/index.html</a> (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.	<a href="http://www.dfo-mpo.gc.ca/Library/353519.pdf">http://www.dfo-mpo.gc.ca/Library/353519.pdf</a> (See Appendix B.2)  <a href="https://geoatlas.gov.nl.ca/Default.htm">https://geoatlas.gov.nl.ca/Default.htm</a> (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).	<a href="https://www.eccm.gov.nl.ca/waterres/flooding/frm.html">https://www.eccm.gov.nl.ca/waterres/flooding/frm.html</a>

**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)

	<b>Project Types</b>	<b>Projected Change in Sea Level</b>	<b>Projected Change in Sea Level Allowance</b>
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**

<b>Table</b>	<b>Project Phase</b>	<b>Areas of focus</b>	<b>Information Needed</b>
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 <sup>3</sup> )
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	Unit	Annual KWh or litres consumed from project-related sources		GHG conversion factor (tonnes)  (starting 2020)	Annual GHG emissions (tonnes)		
			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 <sup>3</sup>		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 <sup>3</sup>			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m <sup>3</sup>			0.008			
Electricity (island and Labrador on-grid)	Waste water treatment systems using electricity	m <sup>3</sup>			0.0	0.0	0.0	0.0
Electricity (off-grid diesel generation)		m <sup>3</sup>			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.





# Request for Decision (RFD)

**Subject:** Mount Bernard Avenue Reconstruction - RFP

**To:** Darren Charters  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Engineering  
**Staff Contact:** Melody Roberts,  
**Topic Overview:**

## BACKGROUND INFORMATION:

This RFD is intended to address the selection of a Prime Consultant related to the Mount Bernard Avenue Reconstruction project. The Mount Bernard Avenue Reconstruction project is funded under the Green Infrastructure stream of the Investing in Canada Infrastructure Program and consists of the replacement of the domestic water, water transmission main, trunk sewer, storm sewer, new curb, gutter, asphalt and sidewalk. The City of Corner Brook requested proposals to select a Prime Consultant for the project. Proposals were received from seven firms and were evaluated by a committee (staff and Province) in accordance with the RFP evaluation criteria. Based on that evaluation, the committee has selected the preferred proponent.

## PROPOSED RESOLUTION:

**Be it resolved that the Council of the City of Corner Brook** approve the Consultant Fee Proposal from Dillon Consulting Limited in the amount of \$451,852.25 (HST Included), for consulting services related to the Mount Bernard Avenue Reconstruction project.

Director of Community, Engineering, Development & Planning	Approved - 11 Jan 2022
Legislative Assistant	Approved - 19 Jan 2022

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City Manager





# Request for Decision (RFD)

**Subject:** Collective Agreement - Canadian Union of Public Employees Local 4386 (CUPE 4386)

**To:** Rodney Cumby  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Finance and Administration  
**Staff Contact:** Dale Park, Director of Finance & Administration  
**Topic Overview:** The recently negotiated agreement between the City of Corner Brook and the Canadian Union of Public Employees Local 4386 (CUPE 4386) is required to be approved by Corner Brook City Council.  
**Attachments:** [Agreed List 2022](#)

## BACKGROUND INFORMATION:

The City's previous Collective Agreement with CUPE 4386 expired on December 31, 2021. On January 12, 2022, the parties began negotiations on a new collective agreement. Over a course of 2 days at the bargaining table, the City and CUPE 706 reached a tentative agreement on January 13, 2022.

This agreement was reached by the City and CUPE 4386 by using only internal resources at the bargaining table.

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

- Four year agreement from January 1, 2022 to December 31, 2025
- 8% wage increase over 4 years (2%, 2%, 2%, 2%)
- There were also a number of wording clarifications and improvements

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

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook approve the ratification of the Labour Agreement with the Canadian Union of Public Employees Local 4386 for the period ended December 31, 2025**

## RECOMMENDATION:

It is staff's recommendation to approve the tentative agreement that was negotiated with the CUPE 4386.

Director of Finance & Administration    Approved - 18 Jan 2022  
Legislative Assistant                      Approved - 19 Jan 2022

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City Manager



## **Agreed List**

City of Corner Brook

And

CUPE Local 4386

January 14, 2022

### **Housekeeping Items**

Language review

- CAO replaced with City Manager
- HR Officer replaced with HR Manager or similar
- Gender Neutrality
- WHSCC to WorkplaceNL

## **ARTICLE 2 - RECOGNITION AND INTERPRETATION**

### **Current Wording**

#### **2.01 Recognition of the Union**

The Employer recognizes the Union as the exclusive bargaining agent for the full-time, contractual and casual employees of the Employer at the Centre, save and except General Manager, Operations Manager, Accounting & Duty Officer, Non-Working Supervisors, Office Assistant, Special Events Coordinator, Ticket Sellers, Ushers, Security Staff, and those above the rank of Non-Working Supervisors.

### **Agreed Wording**

#### **2.01 Recognition of the Union**

The Employer recognizes the Union as the exclusive bargaining agent for the full-time, contractual and casual employees of the Employer at the Centre, save and except **employees filling those classifications listed in Appendix B of this agreement, all employees covered by CUPE Local 768, CUPE Local 706, IAFF 1222 and those above the rank of non-working Supervisor.** ~~General Manager, Operations Manager, Accounting & Duty Officer, Non Working Supervisors, Office Assistant, Special Events Coordinator, Ticket Sellers, Ushers, Security Staff, and those above the rank of Non Working Supervisors.~~

**Current Wording****2.05 Interpretation of Casual Employee**

- (a) A Casual employee is a person who is called-in for occasional shifts. Such call-in shifts shall be distributed by seniority and qualifications of the classification required. Casual employees shall be covered by this collective agreement except for the following Articles and clauses: 7, 8.01, 8.02, 8.05, 8.06, 9, 14, 17, 18, 19, 20.01, 20.03, 20.04, 21, 24.03, 24.07, 26 and 27.
- (b) A casual employee shall lose his/her seniority and drop to the bottom of the list for recall if:
- (i) he/she refuses call-in without just cause on three (3) consecutive occasions in a one hundred and eighty (180) calendar day period, or
  - (ii) he/she refuses all call-ins for a continuous period of sixty (60) calendar days
  - (iii) he/she does not answer any calls for a continuous period of thirty (30) calendar days.

The City will provide the Union executive with written notice of each work refusal and this notice will be provided within 72 hours of the work refusal occurring.

The new seniority date shall be effective the next day worked. The preceding in no way limits the employer's ability to terminate a casual employee for just cause.

- (c) The Employer will provide part-time and casual employees with coveralls and gloves as required. Casual employees who normally relieve Facility Technicians and/or Power Engineers shall also be covered by clauses 17.03, 17.05, 17.16, 17.17, 19.01, 19.03, and 24.03.

**Agreed Wording****2.05 (a) Interpretation of Casual Employee**

A Casual employee is a person who is called-in for occasional shifts. Such call-in shifts shall be distributed by seniority and qualifications of the classification required. Casual employees shall be covered by this collective agreement except for the following Articles and clauses: 9, 17, 18, 19, 20.01, 20.03, 20.04, 21, 24.03, 24.07, and 27.

Casual employees who normally relieve Facility Technicians and/or Power Engineers shall also be covered by clauses 17.02, 17.03, 17.05, 17.07, 17.09, 17.11, 17.16, 17.17, 19.01, 19.03, and 24.03. Normally is defined as greater than 50% of shifts being worked at the Power Engineer or Facility Technician rate in the previous 30 calendar days.

- (b) A casual employee shall lose his/her seniority and drop to the bottom of the list for recall if:
- (i) he/she refuses call-in without just cause on three (3) consecutive occasions in a one hundred and eighty (180) calendar day period. **Commitments to another employer will not supersede work commitments to the Civic Centre/City of Corner Brook.**
  - (ii) he/she refuses all call-ins for a continuous period of ~~sixty (60)~~ **thirty (30)** calendar days
  - (iii) he/she does not answer any calls for a continuous period of ~~thirty (30)~~ **twenty-one (21)** calendar days.
  - (iv) **Employees who are contacted but refuse the work assignment three (3) times in any 21 day working period will lose seniority and drop to the bottom of the seniority list.**

The City will provide the Union executive with written notice of each work refusal and this notice will be provided within 72 hours of the work refusal occurring.

The new seniority date shall be effective the next day worked. The ~~preceeding~~ **preceding** in no way limits the employer's ability to terminate a casual employee for just cause.

- 2.05 (c) The Employer will provide part-time and casual employees with coveralls and gloves as required.

## ARTICLE 5 - UNION SECURITY

### Current Wording

#### 5.04 Deductions

Deductions will be made from the regular weekly earnings paid in the month and shall be forwarded to the Secretary-Treasurer of the Union post-marked not later than the 15th day of each month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. The Employer shall forward with each dues remittance the information contained in the form attached as Appendix □B□.

### Agreed Wording

#### 5.04 Deductions

Deductions will be made from the regular weekly earnings paid in the month and shall be forwarded to the Secretary-Treasurer of the Union post-marked not later than the 15th day of each month following in respect of which deductions have been made, accompanied by a list of all employees from whose wages the deductions have been made. **The employer shall forward with each dues remittance the information required by CUPE National.**

**ARTICLE 8 – SENIORITY****Current Wording****8.03 Probation For Newly Hired Employees**

Newly hired employees shall be on a probationary basis for a period of 40 shifts of work from the date of hire except for casual employees who shall be on a probationary basis for a period of 320 working hours from the date of hire.

**Agreed Wording****8.03 Probation For Newly Hired Employees**

All newly hired employees shall serve a probationary period of 630 working hours from the date of hire.

## ARTICLE 10 – PROMOTION AND STAFF CHANGES

### Current Wording

#### 10.03 Trial Period

The successful applicant shall be placed on trial period for a period of one month. Conditional on satisfactory service, the employee shall be declared successful after the period of one month. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

### Agreed Wording

#### 10.03 Trial Period

The successful applicant shall be placed on trial period for a period of **630 working hours**. Conditional on satisfactory service, the employee shall be declared successful after the period of **630 working hours**. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

## ARTICLE 12 – GRIEVANCE PROCEDURE

### Current Wording

#### 12.03 **Settling of Grievance**

Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 - The aggrieved employee(s) shall, within four days of the occurrence of the event protested, submit the grievance in writing to the Shop Steward.

Step 2 - If the Shop Steward considers the grievance to be justified, the employee(s) concerned and the Shop Steward shall within four days following receipt of such grievance present the written Grievance to and seek to settle the dispute with the General Manager of the Centre. The General Manager shall render his/her decision in writing within five days after receipt of such notice.

Step 3 - Failing a satisfactory settlement being reached in Step 2, the Union or the Employer may within 15 days serve notice on the other of their intention to submit the matter to arbitration.

### Agreed Wording

#### 12.03 **Settling of Grievance**

**Where a dispute involves the termination of an employee, the parties may agree to bypass steps one and two and proceed immediately to Step three.**

Should a dispute arise between the Employer and any employee(s) regarding the interpretation, meaning, operation or application of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, an earnest effort shall be made to settle the dispute in the following manner:

Step 1 - The aggrieved employee(s) shall, within four days of the occurrence of the event protested, submit the grievance in writing to the Shop Steward.

Step 2 - If the Shop Steward considers the grievance to be justified, the employee(s) concerned and the Shop Steward shall within four days



following receipt of such grievance, **first seek to settle the dispute with the employee's supervisor or Department head.** The **employee's supervisor** shall render his/her decision in writing within five days after receipt of such notice.

Step 3 - Failing a satisfactory settlement **in step 2, the Union may submit the dispute to the City Manager or designate, in writing, within five (5) days of receiving the Supervisor's decision.**

**The Union may request to meet with the City Manager under step 3 and where requested, such meetings will not be unreasonably denied. A request for such meeting will accompany the written dispute.**

**The City Manager will either render his/her decision or meet with the Union within (5) days of receiving the written dispute. Provided a meeting were to occur, a decision will be rendered within five (5) days of meeting with the Union.**

**Step 4 – Failing a satisfactory settlement under Step 3, the Union or the City may, within fifteen (15) days, serve written notice on the other, their intention to submit the matter to arbitration.**

#### **Current Wording**

##### **12.04 General Grievances**

Where a dispute involving a question of general application or interpretation occurs, the General Manager and the Union may agree to by-pass all or any of Steps 1 and 2 of the grievance procedure.

#### **Agreed Wording**

##### **12.04 General Grievances**

**Where a dispute involves a question of general application or interpretation, or involves the termination of an employee, the City Manager or his designate and the Union may agree to bypass steps one and two and proceed immediately to Step three.**

**Current Wording****12.09 Discharge Grievances**

Any grievance involving suspension or discharge of an employee shall be referred directly to Step 3 of the grievance procedure.

**Agreed Wording**

**Delete Clause – now covered in clause 12.03**

**CURRENT****12.10 Definition of Days**

The number of days referred to in Steps 1, 2 and 3 of the grievance procedure are to be read as excluding Saturday, Sunday and Statutory Holidays.

**Agreed Wording****12.10 Definition of Days**

The number of days referred to in Steps 1, 2, 3 **and 4** of the grievance procedure are to be read as excluding Saturday, Sunday and Statutory Holidays.

## **ARTICLE 14 – SICK LEAVE PROVISIONS**

### **CURRENT WORDING**

#### **14.02 Accumulation of Sick Leave**

All Full-time employees shall be entitled to accumulative paid sick leave per full Month of service as follows:

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) shall be entitled to 12 hours of paid sick leave for each full month of service.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement shall be entitled to of 8 hours of paid sick leave for each full month of service.

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) may accumulate unused paid sick time hours for future use to a maximum accumulation of 1200 hours.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement may accumulate unused paid sick time hours for future use to a maximum accumulation of 800 hours.

### **AGREED WORDING**

#### **14.02 Accumulation of Sick Leave**

All Full-time employees shall be entitled to accumulative paid sick leave per full Month of service as follows:

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) shall be entitled to 12 hours of paid sick leave for each full month of service.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement shall be entitled to of 8 hours of paid sick leave for each full month of service.

Existing full time employees as of the date of signing (identified in the letter of understanding attached to this agreement) may accumulate unused paid sick time hours for future use to a maximum accumulation of 1200 hours.

Employees not identified in the letter of understanding, but who gain full time status after the date of signing this agreement may accumulate unused paid sick time hours for future use to a maximum accumulation of 800 hours.

Relief/Casual employee who work a minimum of 10 shifts in any calendar month will entitle them to sick leave on a prorated basis. The maximum amount of sick leave accumulation per month

is 8 hours. It is recognized that 15 shifts per calendar month will provide full sick leave entitlement. For example, 10 shifts worked =  $10/15 \times 8 = 5.33$  hours of sick leave accumulation.

## **ARTICLE 15 – WORKERS COMPENSATION**

### **Current Wording**

#### **15.01 Worker's Compensation - Continuation of Pay**

In the event of an employee sustaining an accident on the job and deriving workers' compensation therefore, the City will loan the employee a sufficient amount of money to insure that the employee affected will continue to receive a sum equal to what he would receive from the Workers' Compensation Commission. The loan will be interest free until the Workers' Compensation intake officer makes a determination with respect to the claim. Such loan payments will commence immediately and will terminate with the determination of the officer. In the event of acceptance of the claim, the employee will insure that the Workers' Compensation funds in respect of the processing period are directed first to the City in repayment of the total loan extended to the individual. In the event the claim is denied, the loan remains repayable by the employee upon such terms as may be privately arranged between him/her and the City, but if no suitable arrangements are made for repayment of the loan, then the City may deduct from wages or monies owing to the City by the employee, such sums as are necessary to ensure repayment within 60 calendar days. If there are insufficient funds in the wages or monies owing, the City may pursue the recovery of the remaining amount. Workers' Compensation cheques issued by the Workers' Compensation Commission for compensation payment must be submitted to the Payroll Supervisor until the loan is repaid

### **Agreed Wording**

#### **Worker's Compensation – Continuation of Pay**

##### **Add**

In the event that the employee does not cooperate with WorkplaceNL or the City's disability management process, loan payments will cease immediately and the City will begin the loan collection process.

**ARTICLE 16 – DISCHARGE CASES****CURRENT****16.02 Hearing**

An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under this Agreement. Steps 1 and 2 of the Grievance Procedure may be omitted in such case.

**Agreed Wording****16.02 Hearing**

An employee considered by the Union to be wrongfully discharged or suspended shall be entitled to a hearing under this Agreement. Steps 1, 2 **and 3** of the Grievance Procedure may be omitted in such case.

## ARTICLE 17 - HOURS OF WORK

### Current Wording

#### 17.02 Hours of Work

Subject to clause 17.04, the hours of work for employees shall be in accordance with the following schedule:

Full Time Facility Technicians & Power Engineers: Two (2) consecutive twelve (12) hour day shifts, followed by two (2) consecutive twelve (12) hour night shifts, followed by four (4) days off.

Facilities Technicians who relieve Power Engineers can work up to ninety-six (96) hours in a pay period, without incurring overtime, subject to the employee not working more than an average of forty-two (42) hours per week in an eight (8) week period.

Relief Facilities Technicians and Power Engineers may be required to work up to five (5) shifts in a seven (7) day period but not more than seven (7) shifts in a fourteen(14) day pay period at straight time rates.

Management will not implement any shift starting between 1:00 a.m. and 7:00 a.m. for full-time employees without prior consultation with the Union nor will they be required to work split shifts

### Proposed Wording

#### 17.02 Hours of Work

Subject to clause 17.04, the hours of work for employees shall be in accordance with the following schedule:

Full Time Facility Technicians & Power Engineers: Two (2) consecutive twelve (12) hour day shifts, followed by two (2) consecutive twelve (12) hour night shifts, followed by four (4) days off.

**Full time and Contractual Employees who relieve** Facilities Technicians **and/or** Power Engineers can work up to **forty-eight (48)** hours in a pay period **(A pay period is defined as the seven-day period from Saturday to Friday)**, without incurring overtime, subject to the employee not working more than an average of forty-two (42) hours per week in an eight (8) week period.

Relief Facilities Technicians and **Relief** Power Engineers may be required to work up to five (5) shifts in a seven (7) day **pay** period but not more than **eight (8)** shifts in a fourteen (14) day period **(two consecutive pay periods)** at straight time rates.

Management will not implement any shift starting between 1:00 a.m. and 7:00 a.m. for

full-time employees without prior consultation with the Union nor will they be required to work split shifts.

17.07

**Sharing Overtime**

Overtime shall be divided as equitably as possible among all full-time and contractual employees performing the same work. The Employer shall provide a copy of the annual overtime record to the Union upon request and no less than semi-annually.

**Relief/Casual employees will qualify for shared overtime only when they meet the requirements as outlined in 17.02 re: maximum shifts worked at straight time.**

## **ARTICLE 18 – MATERNITY/ADOPTION/PARENTAL LEAVE**

### **Current Wording**

#### **18.01 Maternity and Parental Leave**

An employee shall qualify for maternity leave upon completion of 20 consecutive weeks of service immediately before the expected birth date.

#### **18.02 Duration of Leave**

On request, an employee shall be granted maternity leave without pay for a period not exceeding 17 weeks and parental leave for a period not exceeding 35 weeks. Maternity leave may be taken no earlier than 17 weeks before the expected birth date. Parental leave may begin no more than 35 weeks after the child is born.

#### **18.03 Adoption and Parental Leave**

An employee who is the parent shall qualify for adoption leave upon completion of 20 consecutive weeks of service immediately before the coming of the child into care for the first time.

#### **18.04 Duration of Leave**

On request, an employee shall be granted adoption leave without pay for period of not more than 17 weeks following coming of the child into care and custody of the parent for the first time, and parental leave for a period not exceeding 35 weeks. Parental leave may begin no more than 35 weeks after the child comes in to the care and custody of the parent for the first time. The employee shall furnish proof of adoption.

#### **18.05 Return from Leave**

Upon return from maternity, adoption or parental leave, the employee shall be placed in her/his former position or in a position of equal rank and salary.

### **Agreed Wording**

#### **18.01 Pregnancy/Parental Leave**

##### **(a) Commencement and duration of Pregnancy/Parental leave**

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

An employee shall be permitted to commence pregnancy leave without pay, at the beginning of their sixth month of pregnancy. Provided the employee has sick leave available for use they may avail of sick leave during the period of pregnancy leave. Once the employee's sick leave is exhausted and/or upon the birth of the employee's baby, the employee will proceed to parental leave. Pregnancy leave can last up to a maximum of seventeen (17) weeks. An employee, on



completion of pregnancy leave may, where eligible, proceed to parental leave. The maximum pregnancy and parental leave combined under this clause shall not exceed seventy-eight (78) weeks in total.

**(b) Adoption/Parental Leave**

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

**(c) Procedures for return to duty and protection of position**

An employee may return to duty from Pregnancy leave after two (2) weeks of notice of their intention to do so on the production of a certificate of fitness from their physician. An employee may return to duty from Adoption/Parental leave after giving the employer two weeks of notice of their intention to do so. The employee shall resume to their former position and hourly rate upon return from leave.

**(d) Illness associated with pregnancy**

An employee may be awarded sick leave for illness that is a result of or may be associated with pregnancy up to the beginning of the sixth month of pregnancy.

**(e) Benefits on Pregnancy/Adoption/Parental leave**

While on Pregnancy/Adoption/Parental leave, employees shall continue to accumulate seniority. Vacation credits will be earned during the first seventeen (17) weeks of leave only. Sick leave credits are not earned while on Pregnancy/Adoption/Parental leave.

**18.02 Paternity Leave**

A paternity leave of two (2) days shall be provided for new fathers without loss of pay or holidays.

## ARTICLE 19 – STATUTORY HOLIDAYS

### 19.01 Observance and Entitlement

All full-time and contractual employees covered by this Agreement shall be granted the following holidays with pay, provided they have worked at the Centre on their scheduled day before and their scheduled day after each holiday unless on vacation or approved leave with pay in which event he/she shall be deemed to have worked:

#### Proposed Wording

All full-time and contractual employee covered by this Agreement shall be granted the following holidays **off, subject to operational requirements and with a minimum two weeks' notice**, with pay, provided they have worked at the Centre on their scheduled day before and their scheduled day after each holiday unless on vacation or approved leave with pay in which event he/she shall be deemed to have worked:

#### Current Wording

### 19.03 Facility Technicians and Power Engineers

Employees required to work on holidays as listed in Article 19.01 shall be paid one and one-half the regular rate for time worked plus receive an alternate day off at a time mutually agreed between the employee and the immediate supervisor.

#### Agreed Wording

#### **Employees required to Work the Statutory Holiday**

**Full time and Contractual** Employees required to work on holidays as listed in Article 19.01 shall be paid one and one-half the regular rate for time worked plus receive an alternate day off at a time mutually agreed between the employee and the immediate supervisor.

**Relief/Casual employees required to work any statutory holiday, as listed in 19.01, will receive time plus one half the regular straight time rate for the hours worked. Entitlement to the alternate day off will be in accordance with clause 2.05 (a).**

## **ARTICLE 20 - VACATIONS**

### **Current Wording**

#### **20.01 Length of Vacation**

Full time employees and employees in full time contractual positions in excess of six (6) months shall receive an annual vacation with pay as follows:

Less than one year - 6.75 working hours for each 160 straight time hours worked

After one year

Eighty-four (84) hours of paid vacation time per year up to 3 years of service

One hundred and twenty-six (126) hours of paid vacation time per year after 3 completed years of service

One hundred and sixty-eight (168) hours of paid vacation time per year after 5 completed years of service

Two hundred and ten (210) hours of paid vacation time per year after twenty (20) completed years of service

The Employer agrees the employees listed in the Letter of Understanding re Vacations for Former Cinergy Employees between the Employer and the Union shall be recognized for the purpose of this clause only as having commenced employment at the dates indicated therein.

### **Proposed Wording**

#### **20.01 Length of Vacation**

Full time employees and employees in full time contractual positions in excess of six (6) months shall receive an annual vacation with pay as follows:

Less than one year - 6.75 working hours for each 160 straight time hours worked

After one year

Eighty-four (84) hours of paid vacation time per year up to 3 years of service

One hundred and twenty-six (126) hours of paid vacation time per year after 3 completed years of service

One hundred and sixty-eight (168) hours of paid vacation time per year after 5 completed years of service

Two hundred and ten (210) hours of paid vacation time per year after twenty (20) completed years of service

**Two hundred and fifty-two (252) hours of paid vacation time per year after twenty-five (25) completed years of service**

The Employer agrees the employees listed in the Letter of Understanding re Vacations **for Employees classified as Full time prior to 2014** between the Employer and the Union shall be recognized for the purpose of this clause only as having commenced employment at the dates indicated therein.

**ARTICLE 21 – LEAVE OF ABSENCE AND TRAINING****CURRENT WORDING****21.01 Union Leave**

Leave of absence, without loss of pay, shall be granted on the Union's written request four (4) weeks in advance for members to attend Union Conventions. In no case shall the total man days exceed ten (10) in any calendar year and there shall be no more than one (1) employee off on such leave at any one time. Such leave of absence shall be at no additional cost to the Employer where overtime is involved. Additional unpaid leave of absence up to a maximum of thirty (30) days per calendar year may be granted to attend to Union business with four (4) weeks of notice and agreement of the Employer.

**Agreed WORDING****21.01 Union Leave**

Leave of absence, without loss of pay, shall be granted on the Union's written request four (4) weeks in advance for members to attend Union Conventions. In no case shall the total man days exceed **thirteen (13)** in any calendar year and there shall be no more than one (1) employee off on such leave at any one time. Such leave of absence shall be at no additional cost to the Employer where overtime is involved. Additional unpaid leave of absence up to a maximum of thirty (30) days per calendar year may be granted to attend to Union business with four (4) weeks of notice and agreement of the Employer.

**ARTICLE 22 – PAYMENT OF WAGES****CURRENT WORDING****22.03 Temporary Assignments**

- (a) An employee required to fill temporarily a position for which a higher rate of wages than that for such employees regular work is paid shall receive the higher rate so employed and employees required to fill temporary positions for which a lower rate of wages is paid shall not suffer any reduction in wages while employed in such position.
- (b) Lead Hands may be appointed from time to time as the need arises, and shall be paid \$1.00 per hour premium for such time worked in excess of the regular classification rate. These appointments shall be based on seniority and skill and ability to do the job required. Employees shall have the right to refuse appointment to the position of Lead Hand.
- (c) When a full-time position is known by the Employer to be vacant for more than four (4) weeks but less than sixteen (16) weeks, it will be filled with the senior qualified casual employee.
- (d) When a full-time position is known by the Employer to be vacant for in excess of sixteen (16) weeks on a temporary or permanent basis, it shall be posted and filled by a contractual or full-time employee.

**Agreed WORDING****22.03 Temporary Assignments**

- (a) An employee required to fill temporarily a position for which a higher rate of wages than that for such employees regular work is paid shall receive the higher rate so employed and employees required to fill temporary positions for which a lower rate of wages is paid shall not suffer any reduction in wages while employed in such position.
- (b) Lead Hands may be appointed from time to time as the need arises, and shall be paid **\$2.00** per hour premium for such time worked in excess of the regular classification rate. These appointments shall be based on seniority and skill and ability to do the job required. Employees shall have the right to refuse appointment to the position of Lead Hand.
- (c) When a full-time position is known by the Employer to be vacant for more than four (4) weeks but less than sixteen (16) weeks, it will be filled with the senior qualified casual employee.
- (e) When a full-time position is known by the Employer to be vacant for in excess of sixteen (16) weeks on a temporary or permanent basis, it shall be posted and filled by a contractual or full-time employee.

**APPENDIX A  
WAGE RATE  
(per hour)**

All classifications, including casuals and cleaner / maintenance, to be paid rates as set out in the table below:

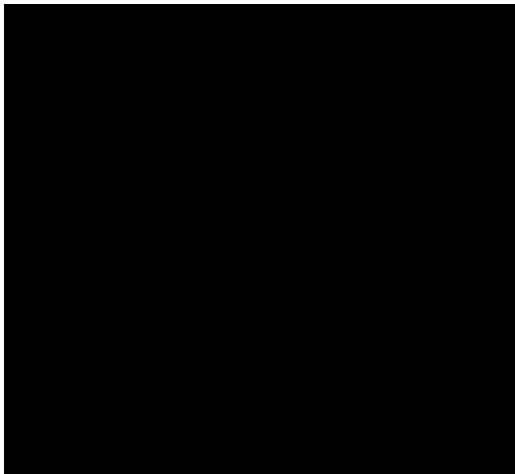
<b>Classification</b>	<b>2021</b>	<b>Jan 1, 2022</b>	<b>Jan 1, 2023</b>	<b>Jan 1, 2024</b>	<b>Jan 1, 2025</b>
<b>Power Engineer</b>	\$27.45	\$28.00	\$28.56	\$29.13	\$29.71
<b>Facility Technician</b>	\$21.97	\$22.41	\$22.86	\$23.31	\$23.78
<b>Cleaner/ Maintenance</b>	\$ 16.78	\$17.12	\$17.46	\$17.81	\$18.16
<b>Casual</b>	\$15.70	\$16.01	\$16.33	\$16.66	\$16.99

NOTE: The Chief Power Engineer shall be paid the rate of the wage rate of Power Engineer plus \$1.00 per hour.

**Current Wording**

**LETTER OF UNDERSTANDING NO.1  
Re: Vacations for Former City Employees (Article 20.01)**

The Employer and the Union agree the following former City of Corner Brook employees will have vacation entitlement under Article 20.01 determined based on the following dates of hire with the City:



- September 1, 1997
- September 14, 1997
- July 24, 2000
- September 14, 2000
- September 14, 2000
- July 1, 2001
- July 10, 2002
- August 10, 2008

Signed on behalf of the union  
April 12, 2018

\_\_\_\_\_  
Signed on behalf of the City

**Agreed Wording**

**(title change only)**

**LETTER OF UNDERSTANDING NO.1  
Re: Vacations for Employees classified as Full time prior to 2014**



**Agreed WORDING**

**Memorandum of Understanding  
Re: Recreation Worker**

It is the intention of the City of Corner Brook to offer a recreational program to the residents of the community through the resources available at the Civic Centre Annex.

This recreational program will be coordinated and supervised by the Supervisor of Recreation with the assistance of the Recreation Technician. The delivery of the events of the program will be provided by various groups and/or individuals, including a number of part-time/casual employees. These employees shall have the job title of "**Recreation Worker**".

It is agreed and understood by the City of Corner Brook and CUPE Local 4386 that these Recreation Workers will be excluded from the CUPE 4386 bargaining unit.

It is further agreed and understood by both parties that these Recreation Workers will only be assigned duties and responsibilities related to the delivery of activities arising from the Recreation Program and that they will not be assigned any work which is normally carried out by members of CUPE Local 4386. Such work normally carried out members of CUPE local 4386 includes but is not limited to: clean/mopping floors; clean, repair or sanitize washrooms; empty garbage bins.

It is agreed by the City of Corner Brook and CUPE Local 4386 that this memorandum of understanding **is in place for the duration of this contract and can be renegotiated upon expiry of this current contract on December 31, 2025.**

## APPENDIX B

### Exclusions

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

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

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

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

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

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

Manager of Recreation Services, Manager of Civic Centre, Supervisor of Building Operations of Civic Centre, Events Coordinator of Civic Centre, Accounting & Duty officer, non-working supervisors, Civic Centre Office Administrator, Office Assistant of Civic Centre, Ticket Sellers, Ushers, Security Staff.

Supervisor of Recreation Services, Recreation Technicians, Students, Summer Program Coordinator, Playground Supervisor, Lifeguards, Train (Mill Whistler) Operator, all Firefighting Services Personnel, All Unionized outside Workers (CUPE Local 706), All Unionized inside Workers CUPE Local 768).

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



## Request for Decision (RFD)

**Subject:** Lease Agreement with Diocesan Synod Of Western Newfoundland for City Staff parking located at 25 Main Street

**To:** Dale Park

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Finance and Administration

**Staff Contact:** Brandon Duffy, Land Management Supervisor

**Topic Overview:** To execute a Lease agreement with the Diocesan Synod Of Western Newfoundland

**Attachments:** [25 Main St Anglican Church Lease Dec 2021](#)

### BACKGROUND INFORMATION:

During the fall of 2021, Land Management reviewed the parking lease agreement between the City of Corner Brook and the Diocesan Synod Of Western Newfoundland. The purpose of this review was to determine if surplus staff parking was still needed. The previous lease agreement was for 20 parking spots for a duration of five (5) years between 2017 and 2021.

During the review, Land Management did a tally of the number of parking spaces being occupied and a daily average of 4 out of 20 leased parking spots were being used. It was then determine that is would be beneficial to enter into another parking lease with the Diocesan Synod Of Western Newfoundland for one (1) year for ten (10) parking spots. This will then give Land Management the opportunity to monitor the staff parking during the winter months where staff parking availability is at it lowest due to the snow clearing/storage.

Also, adjusting the leased parking spots to half also cut the rental amount in half. If the City continued to lease 20 spots it would of amounted to \$12,480, with the parking spots halved it reduced the rental to \$6,240.

Like the previous lease agreement, the Diocesan Synod Of Western Newfoundland will be responsible for the snow clearing for the 10 parking spots

### PROPOSED RESOLUTION:

It is RESOLVED to approve the execution of the lease agreement between the City of Corner Brook and the Diocesan Synod Of Western Newfoundland for additional parking for City Hall located at 25 Main Street.

### FINANCIAL IMPACT:

If approved, the City will pay a rental of \$6,240

### GOVERNANCE IMPLICATIONS:

Policy

Other

City of Corner Brook Policy

07-08-05

**Legal Review:** No

### RECOMMENDATION:

Staff recommends Council approve the lease between the Diocesan Synod Of Western Newfoundland and the City of Corner Brook for surplus staff parking located at 25 Main Street

### ALTERNATIVE IMPLICATIONS:

1. Approve the lease
  - a. surplus staff parking will be available to staff
  - b. Land Management can monitor the staff parking during the winter
2. Reject the lease
  - a. no surplus parking for staff
  - b. Land Management would be unable to monitor the leased parking spots

Director of Finance & Administration      Approved - 18 Jan 2022

Legislative Assistant                              Approved - 19 Jan 2022

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City Manager

## LEASE AGREEMENT

**THIS AGREEMENT** made in duplicate at the City of Corner Brook in the Province of Newfoundland and Labrador this \_\_\_\_\_ day of January , 2022.

**BETWEEN** **DIOCESAN SYNOD OF WESTERN NEWFOUNDLAND** a body corporate, created by the restructuring of the Diocese of Newfoundland Act Statutes of Newfoundland, 1975-76, Chapter 6, Section 3 (hereinafter called "the Landlord"),

**AND** **THE CITY OF CORNER BROOK**, a body corporate duly continued pursuant to the *City of Corner Brook Act, R.S.N.L. 1990, c. C-15*, as amended (hereinafter referred to as "**The Tenant**")

**WHEREAS** the Landlord is the owner of the lands and premises hereinafter described and has agreed to lease the same unto the Tenant upon the terms hereinafter appearing.

**NOW THEREFORE IN CONSIDERATION** of the covenants, agreements and other valuable consideration now paid, observed and performed by each party to the other, the parties hereby agree as follows:

**Demised Premises:**

The Landlord doth lease unto the Tenant and the Tenant doth lease and take from the Landlord a parcel of land containing not less than ten (10) parking spaces situated and being more particularly described in the schedule attached hereto and marked "A", which schedule is hereby incorporated in these presents and is deemed to be a part and parcel hereof.

**Term:**

The term of lease shall be a period of one (1) year commencing on January 1<sup>st</sup>, 2022 and terminating on December 31<sup>st</sup>, 2022 subject to any rights of termination as otherwise provided in this Agreement.

**Payments:**

The Tenant shall pay the Landlord rent consisting of a fixed portion of for the following year:

2022      \$6,240

payable in equal semi-annual instalments of fifty percent (50%) of the annual amount in January and July of each year.

Payments are to be made to:

Parish of St. John The Evangelist  
25 Main Street

Corner Brook, NL  
A2H 1C2

**Tenant's Covenants:**

The Tenant covenants with the Landlord:

- a. To pay rent;
- b. To not make any changes to the Premises, except in accordance with plans submitted to and approved by the Landlord;
- c. To keep the Premises in a clean and well-ordered condition, and not to permit any rubbish or refuse, debris, animal waste, or other objectionable material to accumulate in the Premises;
- d. To use the Premises only for the purposes of parking during reasonable working hours. Overnight parking of any vehicle will require the written approval of the Landlord.
- e. To vacate the demised premises upon 24 hours' notice from the Landlord of a large funeral taking place at the Landlord property and requiring additional parking spaces. It is understood that the Landlord will only use this provision when the Landlord determines the need for additional parking spaces than those that are otherwise available to the Landlord;
- f. Not to transfer, assign or sublet their rights under this Agreement without first obtaining written permission of the Landlord and if the Landlord provides such consent, to furnish the Landlord with a true copy of the instrument of transfer, assignment or subletting;
- g. Not to erect any signs, advertisements, or other structure on the outside of the Premises or on the Property without first obtaining the written consent of the Landlord;
- h. To ensure that nothing is done or kept at or on the Premises which is or may be a nuisance or which causes damage to or interference with normal usage of the Property or any adjoining property;
- i. 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 damage resulting from the negligence of any officers, employees or agents of the Landlord;

**Landlord's Covenants:**

The Landlord covenants with the Tenant:

- a. For quiet enjoyment;
- b. To provide and pay for snow clearing, as necessary, to ensure the continuous and regular use of the ten (10) spaces for parking by the Tenant.
- c. Provide the Tenant at least twenty four (24) hours' notice of the requirement to use the leased space for funeral parking. It is understood that the Landlord will only use this provision when the Landlord determines the need for additional parking spaces than those that are otherwise available to the Landlord. The Landlord will also post a sign on the demised property before 8:00 AM on the date of a funeral advising of the time of said funeral;

**RENEWAL:**

This Lease may be renewed upon written application by the Tenant in one (1) year intervals and shall be subject to such statutes, rules and regulations as are then in force. The rent is subject to review every year;

IN WITNESS WHEREOF these presents have been executed by the Tenant in accordance with the provisions of its incorporating legislation and by the Landlord and its duly authorized officers the day and year first before written.

**SIGNED SEALED AND DELIVERED**  
by The Landlord in the presence of:

**The Landlord**

\_\_\_\_\_  
Per

\_\_\_\_\_  
Per

\_\_\_\_\_  
**Witness**

**The Tenant**

**SIGNED SEALED AND DELIVERED**  
by The Tenant in the presence of:

\_\_\_\_\_  
Per

\_\_\_\_\_  
Per

\_\_\_\_\_





# Request for Decision (RFD)

**Subject:** Discretionary Use (Home Based Business) - 131 Fillatre Avenue

**To:** Deon Rumbolt  
**Meeting:** Regular Meeting - 24 Jan 2022  
**Department:** Development and Planning  
**Staff Contact:** James King,  
**Topic Overview:**  
**Attachments:** [Memo to Deon - Home Based Business 131 Fillatre Avenue](#)  
[Figure 1 - Map - 131 Fillatre Avenue](#)  
[Application - 131 Fillatre Avenue](#)

## BACKGROUND INFORMATION:

A notice was delivered to the residents in the immediate area of 131 Fillatre Avenue indicating the proposed home based business (computer and precision electronic equipment repair and maintenance). As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook** approve the application to operate a home based business from the dwelling located at 131 Fillatre Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

## GOVERNANCE IMPLICATIONS:

Bylaw/Regulations  
 City of Corner Brook Development Regulations  
 11

## RECOMMENDATION:

Staff recommends Option 1.

## ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business from the dwelling located at 131 Fillatre Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.

- 2. That Council not approve the application to operate a home based business from the dwelling located at 131 Fillatre Avenue in accordance with Regulation 11 - Discretionary Powers of Authority.
- 3. That the Council of the City of Corner Brook provides other direction to staff.

	Approved - 18 Jan 2022
Director of Community, Engineering, Development & Planning	Approved - 19 Jan 2022
Legislative Assistant	Approved - 19 Jan 2022

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City Manager

## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **131 Fillatre Avenue – Home Based Business**  
**Date:** January 17, 2022

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The City of Corner Brook has received an application to operate a home based business (computer and precision electronic equipment repair and maintenance) from the dwelling located at 131 Fillatre Avenue which is located in a Residential Medium Density Zone.

A home based business is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 131 Fillatre Avenue indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

It is proposed that people may drop off electronic devices to the residence when required on a one at a time basis with the applicant also offering pick up and drop off service. A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business.

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

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

James King, CET, CPT  
Development Inspector



 <p><b>City of Corner Brook</b> Community Services Department Planning Division</p> <p>5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com</p>	<p><b>PROJECT:</b> Discretionary Use - 131 Fillatre Avenue</p>	<p><b>NOTES:</b></p>	<p><b>LOCATION:</b> 131 Fillatre Avenue</p>	
	<p><b>TITLE:</b> Home Based Business</p>		<p><b>PREPARED BY:</b> J. Kling</p>	
	<p>THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.</p>		<p><b>DEPARTMENT:</b> Development &amp; Planning</p>	
			<p><b>DATE:</b> 2022-01-18</p>	
			<p><b>PAGE:</b> 1 OF 1</p>	<p><b>VERSION:</b> 1</p>

**From:** ONLINE PERMIT SUBMISSION <noreply@cornerbrook.com>  
**Sent:** January 6, 2022 9:51 AM  
**To:** Stewart, Shelley  
**Subject:** Online Permit Submission

**Date**

01/06/2022

**Owner Name**

[REDACTED]

**Phone Number**

[REDACTED]

**Email**

[REDACTED]

**Owner / Applicant Address**

131 Fillatre Ave  
Corner Brook, Newfoundland and Labrador A2H 7S9  
Canada  
[Map It](#)

**Property Address**

131 Fillatre Ave  
Corner Brook, Newfoundland and Labrador A2H 7S9  
Canada  
[Map It](#)

**Builder Name**

[REDACTED]

**Builder Address**

131 Fillatre Ave  
Newfoundland and Labrador  
Canada  
[Map It](#)

**Development Type (Please check appropriate box)**

- HOME BASED BUSINESS

**Description of Work**

Computer and precision electronic equipment repair and maintenance.

**Estimated Construction Value (MATERIALS & LABOUR)**

\$ 0.00 CAD

**DECLARATION**

I agree to terms in the declaration



**DECLARATION:**

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

**NOTE:**

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

**Consent**

I agree to the privacy policy stated below.

The City of Corner Brook uses this web form to collect your information in order to better administer programs and services that citizens use and rely on. The City of Corner Brook committed to protecting the privacy of individuals who chose to utilize these services.

This information is collected in compliance with the Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015) and will only be used by authorized staff to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose unless you expressly consent otherwise. This information is not disclosed to other public bodies or individuals except as authorized by ATIPPA, 2015.

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



# Request for Decision (RFD)

**Subject:** Discretionary Use (Home Based Business Office) - 308 Curling Street

**To:** Deon Rumbolt

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Development and Planning

**Staff Contact:** James King,

**Topic Overview:**

**Attachments:** [Memo to Deon - Home Based Business Office 308 Curling Street](#)  
[Application - 308 Curling Street](#)  
[Figure 1 - Map - 308 Curling Street](#)

## BACKGROUND INFORMATION:

A notice was delivered to the residents in the immediate area of 308 Curling Street indicating the proposed home based business office. As a result of this notice, no submissions were received. Parking has been reviewed and sufficient parking is present. After review of the application and the results of the notice to the residents, the Development & Planning Department is recommending that approval be granted for the requested home based business office.

## PROPOSED RESOLUTION:

**Be it RESOLVED that the Council of the City of Corner Brook** approve the application to operate a home based business office from the dwelling located at 308 Curling Street in accordance with Regulation 11 - Discretionary Powers of Authority.

## RECOMMENDATION:

Staff recommends Option 1.

## ALTERNATIVE IMPLICATIONS:

1. That Council approve the application to operate a home based business office from the dwelling located at 308 Curling Street in accordance with Regulation 11 - Discretionary Powers of Authority.
2. That Council not approve the application to operate a home based business office from the dwelling located at 308 Curling Street in accordance with Regulation 11 - Discretionary Powers of Authority.
3. That the Council of the City of Corner Brook provides other direction to staff.

Approved - 06 Jan 2022

Director of Community, Engineering, Development & Planning

Approved - 06 Jan 2022

Legislative Assistant

Approved - 19 Jan 2022

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City Manager



## MEMO

**To:** Manager of Development & Planning  
**Fr:** Development Inspector I  
**Subject:** **308 Curling Street – Home Based Business Office**  
**Date:** December 21, 2021

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The City of Corner Brook has received an application to operate a home based business office (real estate office) from the dwelling located at 308 Curling Street which is located in a Residential Commercial Mix Zone.

A home based business office is a “Discretionary Use” of the City of Corner Brook Development Regulations for this zone. A notice was delivered to the residents in the immediate area of 308 Curling Street indicating the above mentioned request. As a result of this notice, the City did not receive any correspondence.

It is proposed that one to two customers visit the premises for contract signing when required. A site inspection by City staff has revealed that there is sufficient parking at this location for both the existing single dwelling unit and the proposed home based business office.

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

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

Signed: \_\_\_\_\_  
James King, CET, CPT

**CITY OF CORNER BROOK**

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

<b>RESERVED FOR OFFICE USE</b>	
PROPERTY ID _____	PERMIT NUMBER _____

OWNER / APPLICANT: [REDACTED]	DATE: DEC 10, 21
ADDRESS: [REDACTED]	
CITY: [REDACTED]	PROVINCE: [REDACTED]
POSTAL CODE: [REDACTED]	TELEPHONE: [REDACTED]
PROPERTY LOCATION: 308 CURLING ST.	
BUILDER:	
ADDRESS: N/A	
CITY:	PROVINCE:
POSTAL CODE:	TELEPHONE:

**BUILDING PERMIT APPLICATION** (Please check appropriate box)

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

**DEVELOPMENT APPLICATION** (Please check appropriate box)

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

**DESCRIPTION OF WORK:** REAL ESTATE OFFICE, ONE TO TWO CUSTOMERS AT A TIME FOR CONTRACT SIGNING.

**ESTIMATED CONSTRUCTION VALUE - (MATERIALS & LABOUR) \$** N/A


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

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

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

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



 <b>City of Corner Brook</b> Community Services Department Planning Division	<b>PROJECT:</b> Discretionary Use - 308 Curling Street	<b>NOTES:</b>	<b>LOCATION:</b> 308 Curling Street	
	<b>TITLE:</b> Home Based Business Office		<b>PREPARED BY:</b> J. King	
5 Park St, Corner Brook, NL (PO Box 1080) Corner Brook, NL, Canada, A2H 6E1 709-637-1666 city.hall@cornerbrook.com	THIS IMAGE IS A GRAPHICAL REPRESENTATION AND IS NOT INTENDED TO BE USED FOR LEGAL DESCRIPTIONS.		<b>DEPARTMENT:</b> Development & Planning	
			<b>DATE:</b> 2021-12-21	
			<b>PAGE:</b> 1 OF 1	<b>VERSION:</b> 1





# Request for Decision (RFD)

**Subject:** Attendant Pass Program for Persons with Disabilities

**To:** Dale Park

**Meeting:** Regular Meeting - 24 Jan 2022

**Department:** Finance and Administration

**Staff Contact:** Jessica Parsons, Supervisor of Recreation Services

**Topic Overview:** To provide the opportunity for those with disabilities to have a caregiver attend City of Corner Brook events or events at the Corner Brook Civic Centre free of charge. This is a current practice at the Corner Brook Civic Centre but is not an official policy.

**Attachments:** [Inclusivity Attendant Pass Corner Brook - 2022](#)  
[Attendant Pass Application](#)  
[Attendant Pass Policy](#)

## BACKGROUND INFORMATION:

The City of Corner Brook recognizes that for some individuals with disabilities, it is difficult to attend activities and events without assistance. An Attendant Pass allows people with disabilities to participate in the recreation activity and events of their choice with the support of an attendant. Attendants will be permitted to attend recreation activities and events free of charge when providing support for a person living with a disability. Attendant Pass application and information can be found on the City of Corner Brook's website.

## PROPOSED RESOLUTION:

It is **RESOLVED** to approve the the new policy for Attendant Pass Program for Persons with Disabilities Policy, as attached.

## GOVERNANCE IMPLICATIONS:

Policy

## RECOMMENDATION:

It is staff's recommendation to approve the Attendant Pass Program for Persons with Disabilities as it will create a more inclusive environment for those experiencing barriers to recreation activities and events.

Director of Finance & Administration    Approved - 18 Jan 2022  
 Legislative Assistant                      Approved - 19 Jan 2022

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City Manager

**WHAT IS AN ATTENDANT PASS?**

An attendant pass allows an attendant/support person to accompany a person with a disability to events and activities in the community complimentary. Attendant Passes are processed free of charge.

**WHO IS ELIGIBLE?**

Individuals who have a disability which prevents them from attending activities/events in the community independently and therefore require the support of another person in order to attend.

**CAN INDIVIDUALS RESIDING IN OTHER MUNICIPALITIES APPLY?**

Yes. Attendant Passes allow events and activities in the city of Corner Brook to be inclusive and accessible. Those visiting Corner Brook to attend events and activities can apply.

**WHAT DOES AN ATTENDANT PASS LOOK LIKE?**

The attendant pass is a small card that displays the pass number, name, requirements (e.g. wheelchair seating), issue and expiry date, as well as, a photo of the applicant.

**WHAT SHOULD I DO IF I HAVE LOST MY PASS OR MY INFORMATION HAS CHANGED?**

Contact Corner Brook Civic Centre Staff to have your pass replaced or your information updated.

**WHO SHOULD I CONTACT FOR MORE INFORMATION ABOUT THE ATTENDANT PASS?**

Information regarding the attendant passes and other inclusive services can be found online at [www.cbciviccentre.com](http://www.cbciviccentre.com). Civic Centre Staff can also assist you with questions regarding attendant passes.

1 Canada Games Place  
P. O. Box 1080  
Corner Brook, NL  
A2H 6C9



**CORNER BROOK CIVIC CENTRE**

**ATTENDANT PASS INFORMATION**



[www.cbciviccentre.com](http://www.cbciviccentre.com)

**WHO CAN AN ATTENDANT BE?**

An attendant can be anyone who is able to meet the physical and cognitive needs of the attendant pass holder while attending the duration of the event/activity with them.



**HOW DO I OBTAIN AN ATTENDANT PASS?**

An application including contact information and a photo clearly showing the applicants face is required.

Applications can only be obtained:

- On the City of Corner Brook website
- At the Corner Brook Civic Centre main office
- By mail
- By emailing

Applications and photos can be submitted:

- By email
- In person at the Corner Brook Civic Centre main office
- By mail

**DOES AN ATTENDANT PASS EXPIRE?**

Attendant passes are valid for 5 years after an application is approved. If a temporary disability is verified, the pass is valid for the time frame indicated on the application. Pass holders are responsible for renewing passes. Renewal applications are obtained in the same manner as new applications. It is recommended to apply for a renewal at least 1 month before the expiry date.

**I WORK FOR AN AGENCY WHICH ACCOMPANIES CLIENTS TO COMMUNITY ACTIVITIES. CAN AGENCIES APPLY?**

Yes. Hospitals, private/nursing homes and disability related agencies may obtain an attendant pass. The agency’s business logo will be printed on the attendant pass and work identification (i.e. Employee ID/ Business card) when using it in the community.

**HOW LONG DOES IT TAKE TO PROCESS THE ATTENDANT PASS APPLICATION?**

2-4 weeks. Applications completed fully and accurately are process in the order in which they are received.

**WHERE ARE PASSES ACCEPTED?**

- City of Corner Brook’s events and activities.
- Events that take place on City of Corner Brook property.

**HOW ARE TICKETS PURCHASED AND ISSUED?**

Tickets may be purchased in person, online or by phone.

Please note: The Civic Centre has limited accessible seating and being a holder of an approved Attendant Pass does not guarantee this seating at an event. All ticket sales for events are on a first come first serve basis until all seats are sold. There are 30 accessible spaces within the Civic Centre Main Arena, in sections S, G & M.





### Attendant Pass Application

#### Applicant Information

Full Name: \_\_\_\_\_ D.O.B: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_  
*Street Address Apartment/Unit #*

\_\_\_\_\_  
*City Postal Code*

Phone #: \_\_\_\_\_ Email \_\_\_\_\_

Caregiver Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

*All information provided in this application will remain confidential.*

#### Disclaimer and Signature

*The information provided in this application is to the best of my knowledge, complete and accurate.  
If applicant is unable to sign this document or under the age of 18 a legal guardian must sign below.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### For Office Use Only

Date Received: \_\_\_\_\_ Signature: \_\_\_\_\_

Approval Granted (circle):    Yes        No

Attendant Pass #: \_\_\_\_\_

Date Attendant Pass Issued: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

[www.cornerbrook.com](http://www.cornerbrook.com)

**City of Corner Brook**

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

Tel: 709-637-1500



## CITY OF CORNER BROOK

### Policy & Procedure

<b>Index</b>		<b>Section</b>			
<b>Title</b>	<b>Attendant Pass Program for Persons with Disabilities</b>	<b>Policy Number</b>		<b>Authority</b>	Council
<b>Approval Date</b>		<b>Effective Date</b>		<b>Revision Date</b>	

***Purpose:***

To provide guidelines for the allowance of an attendant or guardian accompanying persons with disabilities to City of Corner Brook recreation, leisure and/or special events that take place at City owned facilities.

***Policy Statement:***

The City of Corner Brook will remove barriers to recreation, leisure and special events for individuals with disabilities by creating a certified attendant pass program allowing another individual to be present with the participant during a City activity or special event.

***DETAILED ACTION REQUIRED***

The City of Corner Brook will require the person with a disability (the participant) to complete the provided application form in order to receive an attendant pass to participate in activities and special events.

City staff will require the participants name, phone number, address as well as email address to create a file and pass for the individual.

The pass will be issued to the participant to use with an attendant at City recreation, leisure or special events that take place on City property.

The City of Corner Brook will ensure that outside organizers and promoters of events taking place on City property will include the attendant pass in their contract.

Upon purchase of a ticket to an activity, the participant will indicate they hold an attendant pass and will require an extra ticket free of charge.

Regular pricing and fees are applied to the participant only and tickets to all events are on a public first come first serve basis.

When entering a facility hosting the recreation, leisure or special event the participant will display their attendant pass to event staff.

City and event staff will be trained and educated on the attendant pass program and be able to identify the pass during recreation, leisure and special events.

IN WITNESS WHEREOF, this policy is sealed with the Common Seal of the City of Corner Brook.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

DRAFT